



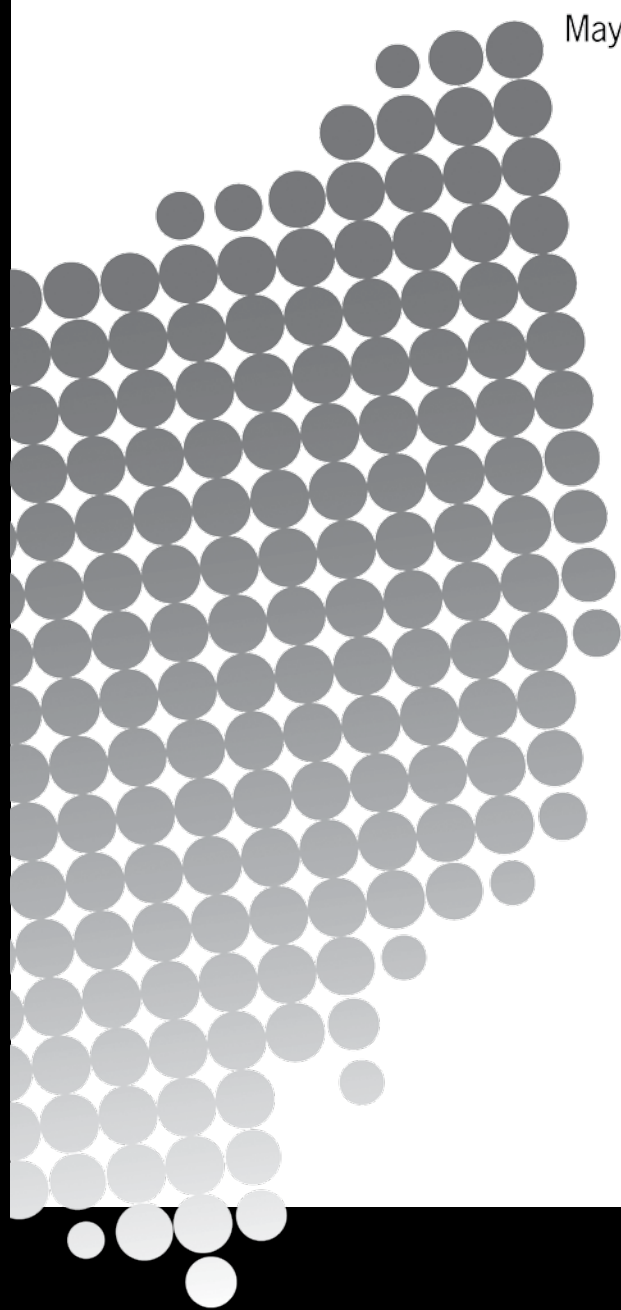
# Tentative Agreement

## CONTRACT

May 16, 2015 - February 28, 2018

### Keep this report.

The contract language contained in this special issue of the *Public Employee Quarterly* will serve as a temporary contract, presuming ratification. Check with your chapter officers for the dates, times and locations of your voting ratification meetings.



Between  
**THE STATE  
OF OHIO**



And  
**THE OHIO  
CIVIL SERVICE  
EMPLOYEES  
ASSOCIATION**



## Table of Contents

Tentative Agreement Summary .....	2-3
Health Care .....	4-5
Fighting off Takeaways.....	6-7
Bargaining Priorities .....	8-10
Ratification Voting .....	10
UET and UBT Funding.....	11
Agency Highlights.....	12-13
Road Show Dates.....	14
New Contract Training Schedule .....	15

## ARTICLES

1 Recognition.....	18	21 Union Benefits Trust.....	54
2 Non-Discrimination.....	18	22 Performance Evaluation .....	55
3 Union Rights.....	19	23 Personnel Records.....	56
4 Checkoff.....	21	24 Discipline.....	56
5 Management Rights.....	22	25 Grievance Procedure .....	58
6 Probationary Employees .....	22	26 Holidays.....	63
7 Other than Permanent		27 Personal Leave.....	64
Positions .....	24	28 Vacations.....	65
8 Labor-Management		29 Sick Leave .....	66
Committees.....	25	30 Other Leaves with Pay.....	69
9 Ohio Employee		31 Leaves of Absence.....	71
Assistance Program .....	26	32 Travel .....	72
10 Childcare .....	26	33 Uniforms and Tools .....	72
11 Health and Safety.....	27	34 Service-Connected	
12 Staffing Concerns .....	30	Injury and Illness.....	73
13 Work Week Schedules		35 Disability Benefits .....	74
and Overtime .....	30	36 Wages.....	75
14 Quality Services through		37 Employee Training	
Partnership .....	33	and Development.....	80
15 Employment Security.....	34	38 Technological Change .....	81
16 Seniority .....	35	39 Sub-Contracting.....	82
17 Promotions, Transfers,		40 Indemnification .....	82
Demotions and		41 No Strike/No Lockout .....	82
Relocations .....	37	42 Savings.....	82
18 Layoffs .....	39	43 Duration .....	83
19 Working out of Class .....	42	44 Miscellaneous.....	83
Health Care Plan Design .....	44		
20 Benefits.....	44		

## APPENDICES

<b>A-I*</b> Classifications .....	84
<b>J</b> Geographic jurisdictions.....	84
<b>K</b> Guidelines for OIL .....	91
<b>L</b> Pay Ranges .....	93
<b>M</b> Drug-free workplace policy.....	98
<b>N</b> Work area for MH, DODD, DYS, ODVS .....	102
<b>O*</b> Classification list .....	104
<b>P</b> Unit-specific agreements (ODVS and DODD).....	104
<b>Q</b> Agency-specific agreements.....	105
<b>R</b> Voluntary cost savings program.....	154
<b>S</b> IT Agreements .....	154
<b>T</b> Furlough.....	155

\* Not reproduced

# VICTORY:

## Union gains economic package without takeaways in health care

For the first time in a long time, OCSEA and the State of Ohio have struck an historic tentative agreement that includes a wage increase, a signing bonus, almost no changes to health care, a fully funded dental and vision program as well as gains in the union's education fund. And the OCSEA Negotiating Team was able to accomplish all this without going to a third party mediator, also called a Fact Finder. It's only the second time that's happened since the early days of collective bargaining.

"This year, the union bargaining team focused on the economic concerns that were so important to the membership, such as wages and benefits. And they were able to ensure that wage gains weren't diminished by takeaways in other areas like health care," said OCSEA President Christopher Mabe.

The tentative agreement includes a 7.5 percent general wage increase for the life of the 3-year contract, a \$750 ratification bonus, the maintenance of a 15/85 premium health care split, an increase to the fund for

dental and vision care and more money to the union's education fund. Under the agreement, OCSEA bargaining unit members will receive a 2.5 percent general wage increase in each of the three years of the contract as well as a \$750 signing bonus on August 1, 2015. The bonus corresponds to about a 1.8 percent increase for an employee stepped out in Pay Range 28, for example, making the first year wage increase with the bonus closer to 4.3 percent.

The parties have not come to a tentative agreement on all outstanding issues during a traditional negotiations since 1986, the first contract. But the OCSEA Negotiating Team did some very difficult yet effective work in whittling down the number of unresolved issues. Still on the table in the final days of bargaining were things like wages, the Union Benefits Trust, the Union Education Trust, pick-a-post, work area agreement, personal leave, vacation canvas, overtime mandation, ODOT overtime and the elimination of overtime pay for IT employees. The OCSEA team fought

until the eleventh hour to get the most damaging takeaways off the table, many of which included the weakening of members' seniority rights for things like vacation canvass, work area, etc. (See Takeaways story page 6.) And in the wee hours of the morning on April 1 the team was victorious in not only getting management to move off of the most harmful language, they got a complete agreement with an economic package.

"This is real money in our members' pockets," explained Mabe. "So often wage gains are only won at a significant cost to other parts of the contract. The OCSEA Negotiating Team struck a good balance on the economic package," he said.

Nationally, the trend has been to shift more and more health care costs to employees. But the union

was able to hold the line on much of health care, with some minor increases in the third year in specialist co-pays and deductibles. Besides maintaining the current premium split, the team was able to maintain physician co-pays and drug co-pays, co-insurance split and medical out-of-pocket maximums at current levels for all three years. In addition, the state took the union's first offer on the dental and vision plan, and the education benefit will also receive an increase.

OCSEA members will have an opportunity to vote on the contract at their chapters after the Road Shows where OCSEA Bargaining Team members will be available to talk and answer questions about the contract. According to the terms of the agreement, ratification must take place by May 15. See page 14 for Road Show information. □

With respect to the pay raise, this settlement leads the Great Lakes states and is well above other state and local government contract averages (1.9%). Nationwide, AFSCME contracts lead all state and local government employee increases, but the OCSEA settlement goes even further and comes out well ahead of the average U.S. inflation rate.

## GREAT LAKES STATES STATE UNION SETTLEMENTS

CONTRACT	2015
Ohio	2.5% + \$750 bonus
Iowa	0.0%
Michigan	2.0%
Pennsylvania	2.0%
New York	2.0%
Minnesota	In Negotiation
Illinois	In Negotiation
All AFSCME State Settlements	2.2%
All US State/Local Govt. (Ave.)	1.9%
US Inflation Rate (5 yr. Ave.)	1.7%

### Union bargaining power helped get:

- July 1, 2015, 2.5% general wage increase
- July 1, 2016, 2.5% general wage increase
- July 1, 2017, 2.5% general wage increase
- Aug. 1, 2015, \$750 signing bonus\*, avg. 1.64% increase
- No increase in health care premium split
- No change to drug and physician co-pays
- No change to medical out-of-pocket
- Increase from \$70 per member to \$81, \$82, \$83 for dental/vision plan
- Increase of \$2 per member for Union Education Trust
- ODOT tool allowance increase from \$250 to \$500 for Auto Mechanics and \$350 to \$500 for Aviation Mechanics

\*Bonus to appear in Aug. 21 paycheck to include Aug. 1.



# Union holds line on HEALTH CARE

## Premiums, most co-pays unchanged

“We knew from the start that health care was going to be one of our biggest battles,” said Mal Corey, a union member on the Joint Health Care Committee as well as a member of the OCSEA Bargaining Team. “A raise wouldn’t mean anything if it came right back out of our pockets every month with higher premiums.”

While workers across the nation are paying a greater share of their health care costs every year, OCSEA has maintained the current premium split for more than a decade. Predictably, management’s first offer during this round of negotiations was to raise employees’ premium share from 15 to 20 percent. But thanks to the skill of the

OCSEA Bargaining Team, there will be no change in the premium share for the length of the contract. The employer will continue to pay 85 percent of the health care premium to employees’ 15 percent.

The union successfully fought off many of management’s original proposals

on healthcare. Besides raising the employee’s premium share to 20 percent, management wanted to double the out-of-pocket maximum and switch to a high deductible plan that would require members to pay the first \$1,000 of health care costs before insurance kicked in.

The bargaining team also held the line on physician co-pays, drug co-pays and the co-insurance split. Medical out-of-pocket maximums will stay the same for the life of the contract. In year three only, specialist co-pays, urgent care and emergency room visit co-pays and medical deductibles will go up slightly. See the charts below for more information on how the union’s health care plan measures up.

In another significant win and to help meet new federal requirements, part-time employees who work more than 30 hours per week will pay the same 15 percent premium share as full-time employees do. These employees currently pay 25 percent.

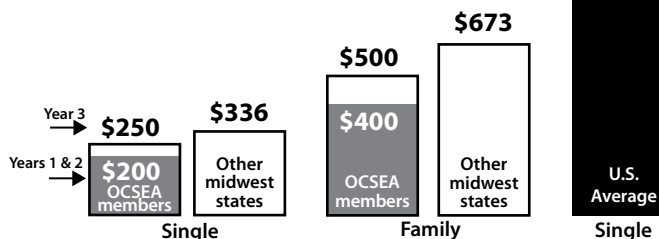
*“We know that wage gains are often eaten up by increases in health care. Happily, that will not be the case with this contract.”*

*-Mal Corey  
OCSEA Negotiating Team*

## How does OCSEA members’ health care measure up?

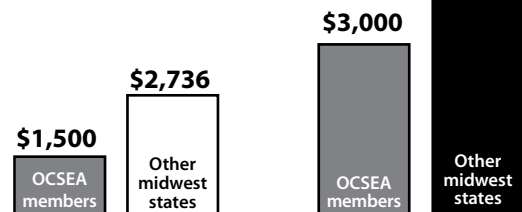
### Medical deductibles

OCSEA members have lower deductibles than public employees in neighboring states and pay far less than the national average. Even after a small increase in the third year of the contract, OCSEA members still come out ahead.



### Out-of-pocket maximums

The out-of-pocket maximum for OCSEA members is approximately half of what public employees in neighboring states pay. OCSEA members have had the same out-of-pocket maximum since 2009.



“The union is happy to have extended the same health care benefits to more bargaining unit employees,” said Kelly Phillips, Co-Chair of the labor-management Joint Health Care Committee. “Not only will it help the state avoid large fines, which could have come out of the general healthcare fund, it could also help cut down on management’s misuse of part-time and temporary employees,” said Phillips.

Also new this year is a prescription drug out-of-pocket maximum that will help employees with major illnesses keep their prescription drugs costs down. New ceilings on the drug out-of-pocket maximums will mean employees will not have to pay any drug co-pays once they reach the maximums of \$2,000 for single coverage and \$4,000 for families during the first two years of the contract. In year three, the cap will rise to \$2,500/single and \$5,000/family. There was no cap on prescription costs previously, which meant members with major illnesses, such as cancer, continued to pay their co-pays no matter how expensive the treatment. This will help those in need of chemotherapy and other expensive drug therapies.

“We know that wage gains are often eaten up by increases in health care,” said Corey. “Happily, that will not be the case with this contract. Members will have significantly more buying power under this deal.” □

## Health care At a glance...

<b>Co-insurance</b>	<b>No change.</b> <i>Employees will continue to pay 20 percent.</i>
<b>Deductible</b>	<b>No change for the first two years of the contract.</b> <i>Deductibles will stay at \$200 for individuals and \$400 for families. Year three deductibles: \$250/individual, \$500/family.</i>
<b>Emergency room visit</b>	<b>No change for the first two years of the contract.</b> <i>Emergency room visit co-pays will stay at \$75. Year three co-pays: \$100.</i>
<b>Office visit</b>	<b>No change.</b> <i>Office visit co-pays will stay at \$20 in-network and \$30 out-of-network.</i>
<b>Medical out-of-pocket maximum</b>	<b>No change.</b> <i>Medical out-of-pocket costs will be capped at \$1,500 for individuals and \$3,000 for families.</i>
<b>Premium</b>	<b>No change for full-time employees.</b> <i>Employees will continue to pay 15 percent of the monthly premium.</i> <b>New benefit for employees working 30-39 hours/week.</b> <i>Part-time employees working more than thirty hours per week will pay the same 15 percent as full-time employees, down from 25 percent.</i>
<b>Prescriptions</b>	<b>No change.</b> <i>Co-pays will stay the same for generic and brand name drugs.</i>
<b>Prescription out-of-pocket maximum</b>	<b>New benefit.</b> <i>For the first two years of the contract, prescription drug costs will be capped at \$2,000 per year for individuals and \$4,000 per year for families. Year three maximums: \$2,500 individuals, \$5,000 families.</i>
<b>Specialist visit</b>	<b>No change for the first two years of the contract.</b> <i>Specialist visit co-pays will stay at \$20. Year three co-pays: \$25.</i>
<b>Urgent care</b>	<b>No change for the first two years of the contract.</b> <i>Urgent care visit co-pays will stay at \$25 in-network and \$30 out-of-network. Year three co-pays: \$30 in-network, \$35 out-of-network.</i>



**LOCAL 11 AFL-CIO**

**Ohio Civil Service  
Employees Association**



**PRESIDENT**  
VICE PRESIDENT  
SECRETARY-TREASURER



**Christopher Mabe  
Kelvin Jones**

**Kathleen M. Stewart**

**BOARD OF DIRECTORS:**

**District 1:** Shawn Gruber (DR&C),  
Jerry Lugo (ODJFS), Bret Pitts (ODOT)

**District 2:** Carrie Johnson (MH),  
Jerry Brown (DR&C)

**District 3:** Doug Mosier (DR&C),  
Michelle Smith (ODJFS)

**District 4:** Bruce Thompson (DYS),  
Bob Hausen (DR&C)

**District 5:** Doug Korba (DR&C),  
Jeana Campolo (DODD)

**District 6:** Laura Morris (Health), Debra King  
Hutchinson (ODJFS), Gerard "Rocky" Jolly  
(School for Blind), Tim McAllister (BWC),  
James Adkins (DR&C), Karen Ryther  
(OOD), Carol Boyes (ODJFS), Amy Turner  
(ODOT), Deena Gray (Attorney General),  
John Anthony (Taxation)

**District 7:** James LaRocca (Lottery),  
Deborah Weaver (DODD)

**District 8:** William McDonald (DR&C),  
Jason Underhill (MH)

**District 9:** Mal Corey (DR&C),  
Charlie Johnson (ODOT)

**Retiree Representative:** Ron Alexander

**OCSEA HEADQUARTERS:**

390 Worthington Road, Ste. A,  
Westerville, Oh 43082

LIVE OPERATOR: 614-865-4700 or  
800-969-4702

AUTOMATED DIAL: 614-865-2678 or  
800-266-5615

FAX: 614-865-4777

WEB SITE: [ocsea.org](http://ocsea.org)

CUSTOMER SERVICE: 888-OCSEA-11  
(888-627-3211)

*OCSEA Public Employee Quarterly*  
(USPS 010-112) is published quarterly for  
\$6 by the Ohio Civil Service Employees  
Association, 390 Worthington Road, Suite A,  
Westerville, OH 43082. Periodicals postage  
paid at Westerville, OH and additional  
mailing offices. POSTMASTER: Send  
address changes to the Ohio Civil Service  
Employees Association, 390 Worthington  
Road, Suite A, Westerville, OH 43082.

*OCSEA Public Employee Quarterly* is  
produced by the OCSEA Communications  
Department: Sally Meckling, Director;  
Deirdre O'Neill-Wedig, Pattie Boy,  
Ana Goodlet, Associates.

To update email and other contact  
information go to:  
[ocsea.org/update](http://ocsea.org/update) or call 800-969-4702.

# Union keeps “hot button” issues off table, makes some compromises



From the beginning of contract negotiations, the OCSEA Bargaining Team knew it was in for a fight. After all, this administration has not exactly been a cheerleader for public employees. And as expected, the state came after many items that hit right at the core of the union and the values of its members.

It was clear management wanted the ability to reward whoever they wanted, punish others and pick and choose who they assigned where. That's always been their goal. Things like harsher discipline, more drug test-

ing, fewer promotional opportunities, elimination of seniority, doing away with work area agreements and pick-a-post and restricting the use of personal leave - were clear priorities for the management team. It was a wish list that hit right at the heart of the union and the OCSEA team wasn't going to stand for it.

The union bargaining team did an outstanding job of getting the most dangerous takeaways off the table, compromising only on those things they thought their members could live with.

Management did everything it could to throw

the bargaining team off its game and try to pit bargaining unit employees against each other. The state team made a concerted effort to try to weaken and even eliminate seniority in several areas including vacation canvas and mandatory overtime, pick-a-post and work area agreements as well as in layoff language.

The state also said it wanted to eliminate institutional seniority altogether. They wanted vacation canvass to follow a “one and done” process whereby employees pick just one vacation grouping by seniority and then rotate through the roster.

For mandatory overtime, it would have followed a similar process. Agencies would rotate involuntary overtime through the entire roster.

On pick-a-post, management first proposed to eliminate seniority for 50 percent of the posts in DR&C. For agencies under Appendix N - Work Area Agreements, the state tried to strike out the entire article, effectively eliminating work area picks by seniority for all the other institutional agencies.

In the end, after much back and forth, the union team prevailed on most of these hot button issues and got management to completely drop the most damaging language on pick-a-post, work area agreements, mandatory overtime and vacation canvas.

The union did compromise in some areas. For example, now employees' discipline will stay a year longer in their file and oral reprimands have been eliminated, although stewards still have the ability to try to negotiate down the discipline. For





OCSEA members affected by a layoff or closure, they will now be able to bring their institutional seniority with them to the receiving institution.

On personal leave, management wanted employees to use personal leave only on four occasions in

a year and for a minimum of four hours each time. Personal days are a very important part of the leave package for employees, especially in institutional agencies, since they must canvas for vacation a year in advance and even then can be denied. The union

got management to come off of the four occasions language and met management half way by indicating a minimum of two hours of personal leave would be taken at a time.

The OCSEA team was also able to get management to modify its pro-

posals on promotions, discipline, union leave, evaluations, grievance and federal funding furloughs. □

## Without OCSEA.....

Below are some of the most harmful takeaways management wanted. Without the OCSEA Bargaining Team stopping them, management would have:

- **Eliminated institutional seniority**
- **Reduced the authority of the Joint Health Care Committee**
- **Minimized union release time**
- **Deleted agency specific language, such as in DAS, to have more control**
- **Eliminated pick-a-post for 50% of DRC posts**
- **Taken away seniority in promotions**
- **Lowered caps on Comp Time in ODOT**
- **Limited union's ability to obtain grievance-related materials**
- **Made Comp Time and Holiday inactive pay status for overtime purposes**
- **Stopped overtime for IT employees**
- **Prohibited bidding on work areas under Appendix N**
- **Taken away personal leave use before and after a holiday**
- **Limited personal leave use to 4 times per year**
- **Disciplined ODOT EEs**
- **for consistent overtime refusal all year**
- **Increased probationary period for all employees to 365 days**
- **Had broad ability to furlough employees**
- **Blocked members with active discipline from applying for promotions**
- **Hired more at-will employees**
- **Eliminated union rights and benefits for established term, seasonal and project staff**



# Bargaining Priorities Met

The union used a variety of ways to take the pulse of the membership and determine the members' top bargaining issues. OCSEA leadership took

part in a day-long Bargaining Council Meeting last fall to discuss the organization's priorities, and every OCSEA member was sent a survey asking them for feedback about what

is most important. The vast majority of members picked wages and health care as their top one and two bargaining issues.

The following is a chart outlining the top issues as voted on by the membership and how the team addressed each issue during bargaining. □

PRIORITY	RESULT	COMMENT
<b>1. Increase/Maintain Fair Wages</b>	<p><b>GENERAL WAGE INCREASES</b></p> <ul style="list-style-type: none"> <li>July 1, 2015- 2.5% general wage increase</li> <li>July 1, 2016- 2.5% general wage increase</li> <li>July 1, 2017- 2.5% general wage increase</li> </ul> <p><b>RATIFICATION BONUS</b></p> <ul style="list-style-type: none"> <li>August 1, 2015-\$750 ratification bonus, which equals 1.64 percent of the average member salary.</li> </ul> <p><b>PRESERVED STEPS</b></p> <ul style="list-style-type: none"> <li>Performance evaluations will be done on annual schedule. Step increases not affected.</li> </ul>	<p>The general wage increase is money in the pocket of the membership. A small increase in the healthcare deductible in the third year and will be more than offset by \$750 signing bonus. Union also protected longevity, steps.</p>
<b>2. Protect Health Care</b>	<p><b>PREMIUM SHARE</b></p> <ul style="list-style-type: none"> <li>No change premium share. 15% premium share maintained throughout contract.</li> <li>Part-timers who work 30-39 hours per week to have premiums reduced from 25% to 15%.</li> </ul> <p><b>CO-INSURANCE</b></p> <ul style="list-style-type: none"> <li>No change to co-insurance. Members continue to pay 20% of covered services until medical out-of-pocket maximum is met.</li> </ul> <p><b>MEDICAL OUT OF POCKET MAXIMUM</b></p> <ul style="list-style-type: none"> <li>No change to medical out-of-pocket maximum.</li> </ul> <p><b>CO-PAYS</b></p> <ul style="list-style-type: none"> <li>Physician co-pays stay same all three years.</li> <li>Drug co-pays stay same all three years.</li> </ul> <p><b>PRESCRIPTION DRUG OUT OF POCKET MAXIMUM</b></p> <ul style="list-style-type: none"> <li>New prescription drug out-of-pocket ceiling for members who suffer catastrophic or chronic illness. The first two years: \$2,000 Single/\$4,000 Family. Third year: \$2,500 Single/\$5,000 Family.</li> </ul> <p><b>CHANGES IN YEAR THREE</b></p> <ul style="list-style-type: none"> <li>In year three, there are small changes to deductibles and some co-pays.</li> </ul> <p><b>SPECIALIST CO-PAY</b></p> <ul style="list-style-type: none"> <li>Brand New—Specialist co-pay was created. Members will pay an additional \$5 for the specialist beyond the physician co-pay.</li> </ul> <p><b>URGENT CARE CO-PAY</b></p> <ul style="list-style-type: none"> <li>Urgent Care co-pay increased five dollars to \$30.00.</li> </ul> <p><b>EMERGENCY ROOM CO-PAY</b></p> <ul style="list-style-type: none"> <li>Emergency Room Co-Pay increased to \$100. This co-pay is still waived upon admittance to the hospital.</li> </ul> <p><b>DEDUCTIBLE</b></p> <ul style="list-style-type: none"> <li>Deductibles increased from \$200 Single/\$400 Family to \$250 Single/\$500 Single in the third year only.</li> </ul>	<p>The Union held the line on any big changes to members' benefits plan. There was no change to the health care premium split which comes directly out of members' checks. Additionally, part-timers will now pay a reduced premium amount of 15%. Also, there was no change to co-insurance or medical out of pocket maximums.</p> <p>The Prescription drug out-of-pocket maximum is new this year due to the Affordable Care Act. This creates a limit to the amount of money our members will have to pay for prescription drug co-pays.</p> <p>There are some changes in year three: These changes include adding a Specialist co-pay. Most members will not see this increase as they use primary care physicians for most visits. Both urgent care and emergency room visits increased slightly. These visits cost the plan more and will incentivize members to go to primary care physicians more often.</p> <p>The deductibles went up slightly in year three. It has been many years since deductibles have increased. The ratification bonus more than offsets this slight change.</p>
<b>3. Preserve Union Rights</b>	<ul style="list-style-type: none"> <li>Clarified process by which stewards and activists are released to perform grievance and contract administration work.</li> <li>Check-off language remains status quo.</li> <li>Additional full-time release of union Vice President to coincide with OCSEA Constitution.</li> <li>Protect union members' rights to attend conferences and trainings</li> </ul>	<p>The union worked hard to preserve release time for union activities and grievance work and was able to gain another full-time release position to better support our members.</p>



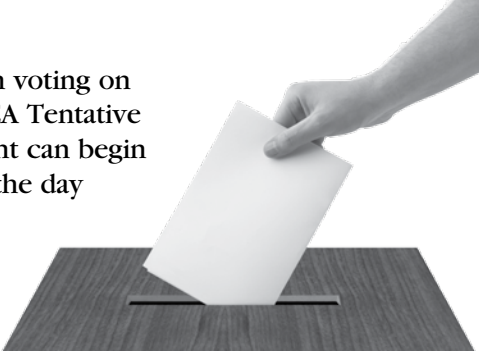
PRIORITY	RESULT	COMMENT
<b>4. Improve Outsourcing/ Privatization language</b>	<ul style="list-style-type: none"> <li>This language remains status quo.</li> <li>Agreed to furlough language in the limited event of a federal shutdown to protect worker health care and more. Retroactivity will permit payment if funds released by federal government.</li> </ul>	<p>Article 39 on subcontracting is used around the country as template language for other unions. The union remains committed to enforcing this language and looks for ways to contract work back in such as with food service in DR&amp;C.</p>
<b>5. Improve/ Protect Seniority</b>	<ul style="list-style-type: none"> <li>Article 16 addresses institutional seniority for those affected by Article 18 (layoffs) movements beginning July 1, 2015.</li> <li>Maintained language on seniority tribunal.</li> <li>Language added to Appendix N by management that permits them to deny bid due to good management reasons. Such decision is grievable.</li> <li>Union fought off management's proposal to control placement of members in highly valued posts under Pick-a-Post.</li> </ul>	<p>The state attacked seniority throughout this round of contract negotiations. They proposed that seniority not be a factor in job selections; that vacations canvass follow a "one and done" policy and that mandatory overtime in institutions be assigned without regard to seniority. Management also wanted to eliminate work area agreements and exclude 50 percent of posts in DR&amp;C from pick-a-post. Management wanted the ability to assign whoever they wanted, where ever they wanted. Union also fended off a 12-hour shift in DR&amp;C and the takeaway of 5 minutes for Roll Call.</p>
<b>6. Protect Grievance Process</b>	<ul style="list-style-type: none"> <li>Addressed transition to e-grievance process</li> <li>Secured extended timelines for filing grievances at step one for first year of contract.</li> <li>Maintained the ability to verbally discuss grievances with supervisor.</li> <li>Permits two witnesses under NTA for non-selection grievances and suspensions of 3 days or more.</li> <li>Negotiated training on e-grievance system on state time.</li> <li>Tweaked Working Out of Class percentage to be more than 20%.</li> <li>Maintained language on project employees even though management wanted to expand their use.</li> <li>Oral reprimands are removed from contract.</li> <li>In DYS, members will now receive roll call pay during first 30 days while on admin leave.</li> <li>In DRC, contract clarifies that members placed on admin leave will receive roll call pay.</li> <li>Reassignments under Article 24 will be to same shift and days off without loss of pay.</li> <li>After May 15, 2015, extended disciplinary retention for written reprimands from 1 to 2 years and suspensions from 2 to 3 years.</li> </ul>	<p>In Mental Health, restricted the number of classifications that can be used in an ETA appointment type. In ODJFS, also restricted the use of ETAs.</p> <p>Held line on managements' wish to expand use of part-time appointment types. Union maintained existing benefits for non-permanent appointment types.</p> <p>While management moved to eliminate the "oral reprimand" and extend the retention period for written discipline, the union maintains the ability to negotiate reduced settlements for level of discipline and time frames on an employee's retention period.</p> <p>In ODOT, oral reprimands remain under "Consistent Refusal."</p>
<b>7. Better Employee Benefits</b>	<ul style="list-style-type: none"> <li>In DRC, cleaning allowance went from \$125 to \$200 annually.</li> <li>In ODOT, tool allowance for Auto Mechanics goes from \$250 to \$500, for Aviation Mechanics from \$350 to \$500.</li> <li>In the Adjutant General, the issue of military leave, jury duty, bereavement leave and holiday leave were addressed to suit the needs of members who work 24-hour shifts.</li> <li>Personal leave minimum use now 2 hours.</li> <li>Updated Appendix M to permit members to use leave in event they alcohol test at .02 and below .04. These members would go home but be permitted to use leave.</li> </ul>	<p>Management opened the leave articles and attempted to reduce benefits. The union fought off proposals to change Holidays, Vacation Leave, Sick Leave, and other Leaves with Pay, Leaves of Absence and Disability Benefits. Fought off managements' attempt to make holiday and comp not considered active pay status for purposes of overtime.</p> <p>Stopped management from being able to deny personal leave and from limiting number of occasions that members could use personal leave.</p>
<b>8. Increase employers share of costs and protect Union Benefits Trust/Union Education Trust</b>	<ul style="list-style-type: none"> <li>Union Benefit Trust funding increased from \$70 per member per month to \$81, \$82, \$83 in the 3 years</li> <li>Funding increased \$2 per member for Union Education Trust.</li> <li>In DR&amp;C, the agency committed \$50,000 for licensing and certification renewals to UET.</li> </ul>	<p>The increased funding for Union Benefits Trust permits dental, vision and life insurance benefits to continue to be provided at no premium cost for members. This is a continuation of a good benefit without members making a contribution.</p> <p>The increased funding for the Union Education Trust permits the trustees to look at restoring benefits to the program.</p>

(Chart continues on page 10)

PRIORITY	RESULT	COMMENT
<p><b>9. Tied: Improve Flexible Work Opportunities AND Expand Career Opportunities</b></p>	<ul style="list-style-type: none"> <li>• Maintained comp time cap in ODOT, despite management wanting to reduce it.</li> <li>• Added grievance rights for ODOT HT members who request transfers to another county.</li> <li>• New hires to the State of Ohio will serve a one-year probationary period.</li> <li>• Union fought management's proposal to increase promotional, transfer and demotion probationary periods, and to move employees within county unilaterally.</li> <li>• Maintained language in Article 13 despite management's proposal to exempt all IT professionals from overtime.</li> <li>• Maintained Appendix P for Bargaining Unit 4.</li> <li>• Incorporated an online application process.</li> <li>• Members with active suspensions can apply for positions, but do not have non-selection grievance rights.</li> <li>• Union receives notice before any redesign/process mapping.</li> </ul>	<p>In BWC Agency Specific, the parties agreed to discuss cross-training initiatives at labor-management.</p> <p>In Commerce Agency Specific, certain classifications must pass a background check for movement within the department. Performance incentives will be explored at labor management. Any decisions must be mutual.</p> <p>In DAS, Security Officers and Radio Operators will be canvassed prior to posting a vacancy.</p> <p>In Public Safety, union expanded the classifications that can participate in the transfer agreement. The parties agreed to explore if Administrative Professionals can be added as well.</p> <p>In Lottery, current employees are given preference to transfer to a racino.</p> <p>In Opportunities for Ohioans with Disabilities, Disability Claims Adjudicators can more quickly move up the career ladder.</p> <p>In ODOT, besides maintaining comp time cap, union held off consistent refusal year-round.</p> <p>At School for Blind and Deaf, got an agreement to review in Youth Leader classification to possibly expand the career ladder.</p>

# The Ratification Vote

**R**atification voting on the OCSEA Tentative Agreement can begin on Thurs., April 30, the day immediately after the first Contract Roadshow. *Only members can vote.*




All voting takes place on the chapter level. Ratification ballots ARE NOT mailed to members' homes. Members should contact their chapter president or secretary today to discuss their ratification-voting schedule. It is up to chapters to set up that schedule.

While members can vote at ANY chapter location, doing so will result in a challenged ballot. Challenged ballots will only be counted if they are determinative in the outcome of the balloting.


**Voting tallies must be received by OCSEA Central Office no later than noon on Wed., May 13.**

Members will vote on the Tentative Agreement. This is only the second time in history that there will be no third-party Fact Finder's Report.

Each voting OCSEA member will have the choice to either:

 **RATIFY** the Tentative Agreements (enclosed in this booklet).

or

 **REJECT** the Tentative Agreements and authorize union negotiators to call a strike\*. Rejection can only occur if 60 percent of eligible voters vote to reject.

\* Please note this important voting process exception: State law requires that security employees CANNOT strike if the TA is rejected by voters. Unresolved issues of security employees would go to a third-party conciliator, who would select from one or the other of the last offers made by the two sides.

# Gains made for Education Trust



Union Education Trust

Shaping Your Future

**O**CSEA bargaining unit members identified increasing the employer's contribution to the Union Education Trust (UET) as a top ten bargaining priority. The Trust was forced to significantly reduce benefits as a result of no increase during the last round of negotiations. The members did not wish to continue the downward spiral of reducing benefits.

The Negotiation team listened to the members and during negotiations opened

Article 37 - Union Education Trust to increase funding. The team held firm on their commitment to maintain fiscal solvency for the Trust and enable members a way to achieve their career goals by giving them better access to educational opportunities. The Trust currently provides a total of \$4,250 in benefits for OCSEA members: \$2,500 for college and vocational courses; \$1,000 for short-term training and conferences; and \$750 for computer training.

Today, Ohio ranks low compared to other states in their investment in post-secondary education and tuition is high. Simply put, it costs more to get a college degree in Ohio compared to most states. OCSEA bargaining unit members and the Negotiating Team know how critical it is to upgrade their skills and acquire a degree and or certification to maintain their current job position or qualify for a promotion in today's job market.

The OCSEA Bargaining Team was able to win a \$2 increase per member per month in the first year, which amounts to about another \$2 million for the life the contract. Winning an increase in the employer's contribution to UET at the bargaining table allows members to access the financial resources necessary to earn their degree, achieve their career goals and improve their quality of work life. □

# Increased funding for Union Benefits Trust



**T**hanks to the hard work of the OCSEA bargaining team, union members will continue to enjoy premium-free dental, vision and basic life insurance.

Because Union Benefits Trust last saw a funding increase in 2006, it has been forced to spend down reserves to cover rising health care costs. For every \$1 that UBT receives from the state, it currently spends \$1.10-\$1.12 on delivering high-quality benefits and services.

Thanks to skilled negotiations, the state accepted

the union negotiating team's first proposal and will put aside an extra \$11-13 dollars per member per month for UBT.

Union-represented employees receive the same benefits as exempt employees (with the exception of adult orthodontia) for far less money. While the state pays \$111 per exempt employee per month for dental, vision and basic life

insurance, UBT pays just \$77-79 and has managed to keep their overhead low.

Even facing a budget shortfall in the past few years, UBT has provided members with cheaper prescription eyeglasses and lower supplemental life insurance rates.

UBT has provided high-quality dental, vision and life insurance benefits and services to union-repre-

sented state employees for more than 20 years. It has an excellent track record of negotiating with vendors to keep costs as low as possible.

The new funding will allow UBT to rebuild its reserves and secure its financial future. It may also mean better benefits for state employees as trustees evaluate new plan designs. □

UBT's cost per member per month	Employer's contribution			
	Current	Year 1	Year 2	Year 3
<b>\$77 - 79</b>	<b>\$70</b>	<b>\$81</b>	<b>\$82</b>	<b>\$83</b>

# Agency-specific agreement highlights

While there is a master collective bargaining agreement that provides an “umbrella” contract for all State of Ohio bargaining unit employees represented by OCSEA, in some cases this agreement is augmented with additional agreements

## Adjutant General

In this agreement, “Holiday Leave” will be used instead of “Holiday Leave Bank” and overtime will start at 106 hours rather than 104 hours. Changes also clarify military leave travel time, jury duty, and personal, bereavement and vacation leaves. New language created a Health and Wellness Committee and clarifies the Labor-Management Committee roles and release time.

## Agriculture

All updates pertain to Meat Inspectors and include clarifications to the Joint Meat Inspectors Committee, determines when travel time is paid or not paid, and establishes that employees will be assigned to their county of residence.

## BWC

Under this agreement, main contract overtime language will now apply for BWC employees. Added language says the union will receive notice prior to the implementation of any work redesign or process mapping and that previously-agreed to building closures language will apply. Language reflects the new e-grievance system, video conferencing for grievance meetings, and updated labor-management topics.

## Commerce

This agreement clarifies electronic background check requirements for State Fire Marshall (SFM) Fire & Explosion Investigation Bureau Investigators, SFM Fire Safety Inspectors & Educators, and all Financial Institutions Field Staff and Consumer Affairs employees. Staff assigned a state vehicle will be subject to a license check. Additionally, merit-based incentives can be addressed at labor-management.

## DAS

New DAS language adds Radio Operators to the Security Officer canvas and removes hours trading.

## DODD

This agreement allows the Labor-Management Subcommittee to address ongoing health and safety training for staff in regard to highly-aggressive behaviors of clients and incorporates the MOU pertaining to extra hours and overtime mandation.

that pertain only to employees in specific agencies. The following describes some of the most significant changes contained in these agency-specific contract agreements. Agencies not listed will maintain current agency language.



## DRC

Language on utility posts says the posts don't have to be filled at the beginning of a shift and that if post is not filled and reopened with original officer, that the officer will get time and half for the remainder of the shift. The union must agree to the order of closing utility posts. Podium pick will continue in those institutions that currently use it and must be implemented by all institutions by December 31, 2015.

Additional updates include roll call pay while on administrative leave for the first 30 days and \$200 annually for uniform cleaning. Pick-a-post and bid rights were maintained.



## DYS

Changes include the removal of the agency-specific administrative leave and roll call section, meaning employees will follow the main contract language on this issue. Employees will be paid roll call pay while on administrative leave for the first 30 days.

## Health

Under this agreement, employees will follow main contract language regarding overtime canvas. Additionally, travel reimbursement should be submitted within 30 days.

## JFS

Language reduces the post canvas time for Franklin County Security Officers from 18 months to 12 months. A letter of agreement to work on teleworking issues was signed.

## Lottery Commission

This agreement clarifies travel time and that Lottery Sales Reps can choose overtime or comp time if they travel outside of assigned sales region. Additionally, changes permit transfers to the Racino prior to promotions.

## MH

Updates clarify re-entry from CSN, the types of positions that can be placed in ETA appointments and vacation canvas. The agreement includes the addition of an institutional seniority section in which new hires shall have state seniority for bidding under Appendix N after July 1, 2015.

## ODNR

This agreement eliminates the project employee language; clarifies “year of service” as it applies to appointment type change; increases official appointment type notification from 10 to 15 days; and sets a date for Forestry certification pay supplements. Tele- and video-conferencing will be made available for all grievance meetings. The union and ODNR will discuss a pilot regarding parks customer satisfaction.

## ODOT

ODOT updates include a one-time zeroing out of overtime and potential pilot on the topic; the creation of a canvass for unplanned overtime from April-November annually; and a streamlined overtime distribution process. Under the agreement, employees can only work 16 hours, despite scheduled shift. A new career path, which now includes a reduced number of required construction hours to move through the series, gives HT3s an option between maintenance and construction/maintenance. It was also reinforced that a promotional probationary period while moving



through the HT series is not required. Additionally, current construction hours may be grandfathered under the new agreement and non-selection for the HT series can be grieved to non-traditional arbitration.

## OOD

The agreement clarifies that Disability Claim Adjudicators (DCA) II are eligible for a promotion to a DCA III in 3 years rather than 5 years and that promotion assessment will take place annually rather than twice a year.

## Public Safety

This agreement clarifies transfer agreements, including a pilot to discuss adding the Administrative Professional series to the agreements.

## PUCO

Language establishes that performance evaluations will coincide with the Federal fiscal year for certain field staff classifications and clarifies the overtime process for Transportation and Service Monitoring and Enforcement Division.

## Schools for Deaf, Blind

This agreement creates one scheduling process for both schools. Additional updates include the conclusion of the Prorated salary Continuation program and clarification that leave accruals occur when a member is in active pay status. The Summer Work Program is clarified and agency reference to probationary periods was removed.

□



PLAN TO ATTEND ONE CLOSE TO YOU...

# TENTATIVE AGREEMENT ROADSHOW DATES

## Local "Roadshows" to review contract

Regional contract information meetings or "Road Shows" will be held between April 29 and May 7 to review the tentative contract language. OCSEA leaders, negotiating team members and staff will be in attendance to answer members' questions. All OCSEA members are encouraged to attend.

**It is vital that chapters send a representative to these meetings as contract voting cannot take place until after the scheduled road shows.**

The OCSEA Constitution requires that contract voting be done at the chapter level. Voting can take place as soon as the regional meeting in your area is held. Votes must be reported to OCSEA by noon on Wed., May 13.

The following is the contract information meeting schedule:

### CAMBRIDGE

**Wednesday, April 29, 2015**

(6:00 - 8:00 p.m.)

Theo's Restaurant  
632 Wheeling Avenue  
Cambridge, OH 43725  
(740) 432-3878

### COLUMBUS

**Thursday, April 30, 2015\***

(6:00 - 8:00 p.m.)

OCSEA AFSCME Local 11  
390 Worthington Road  
Westerville, OH 43085  
(614) 865-4700

\*This roadshow will be online as well. Members will be able to ask questions. This is the same technology that we have used for IT meetings in the past.

### COLUMBUS

**Saturday, May 2, 2015**

(12:00 - 2:00 p.m.)

OCSEA AFSCME Local 11  
390 Worthington Road  
Westerville, OH 43085  
(614) 865-4700

### MANSFIELD

**Saturday, May 2, 2015**

(5:00 - 7:00 p.m.)

Eastbrook Center  
720 Fifth Avenue, Rear  
Mansfield, OH 44905  
(419) 526-4300

### TOLEDO

**Sunday, May 3, 2015**

(1:00 - 3:00 p.m.)

IBEW Local 245  
705 Lime City Road  
Rossford (Toledo), OH 43460  
(419) 666-3350

### LIMA

**Sunday, May 3, 2015**

(6:00 - 8:00 p.m.)

Howard Johnson  
1920 Roschman Avenue  
Lima, OH 45804  
(419) 222-0004

### ATHENS

**Monday, May 4, 2015**

(6:00 - 8:00 p.m.)

Ohio University Inn  
331 Richland Avenue  
Athens, OH 45701  
(740) 593-6661

### PIKETON

**Tuesday, May 5, 2015**

(6:00 - 8:00 p.m.)

Comfort Inn  
7525 U.S. 23  
Piketon, OH 45661  
(740) 289-3000

### MIAMISBURG

**Wednesday, May 6, 2015**

(6:00 - 8:00 p.m.)

DoubleTree Suites by Hilton Hotel  
300 Prestige Place  
Miamisburg, OH 45342  
(937) 436-2400

### FAIRLAWN

**Thursday, May 7, 2015 F**

(6:00 - 8:00 p.m.)

Holiday Inn  
4073 Medina Road  
Fairlawn, OH 44333  
(330) 666-4131

### WARREN

**Friday, May 8, 2015**

(5:30 - 7:30 p.m.)

Holiday Inn Express and Suites  
135 Highland Terrace Boulevard  
Warren, OH 44484  
(330) 544-8807



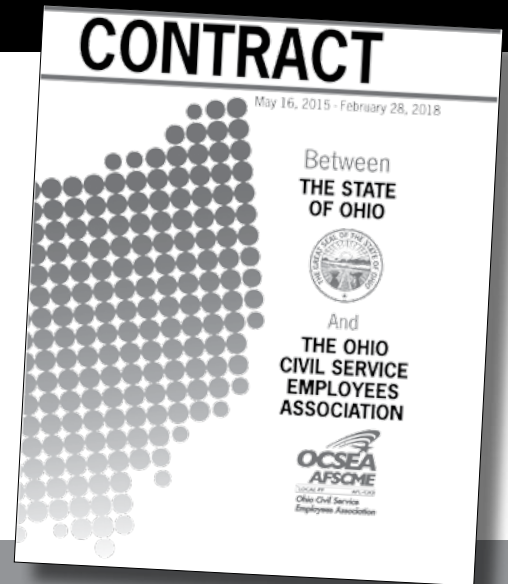
# New Contract Training Schedule

The OCSEA Education Department has scheduled classes around the state to deliver new contract training to all union members.

Participation in this class will also count as an attendance at an Advanced Steward training for the purposes of Steward Certification.

To register for any of the classes listed below, call the education registration hotline at **800-266-5615, ext. 4772** and follow the recorded instructions, or register online at [ocsea.org/education](http://ocsea.org/education).

All trainings in Columbus will be held in Bowman A&B at OCSEA, 390 Worthington Rd., Westerville.



## COLUMBUS

(OCSEA Headquarters)

**Thurs. May 28**, 6 - 9 p.m.

**Sat. June 6**, 10 a.m. - 1 p.m.

**Tues. June 9**, 6 - 9 p.m.

**Sat. June 20**, 10 a.m. - 1 p.m.

**Mon. July 6**, 6 - 9 p.m.

## MIDDLETOWN

**Weds. May 27** - 6 - 9 p.m.

Drury Inn

3320 Village Drive

Middletown, OH 45005.

## INDEPENDENCE

**Mon. June 1** - 6 - 9 p.m.

Holiday Inn, Independence

I-77 & I-480, 6001 Rockside Rd.

Independence, OH 44131.

## CAMBRIDGE

**Tues. June 2** - 6 - 9 p.m.

Southgate Hotel

2248 Southgate Parkway

Cambridge, Ohio 43725.

## TOLEDO

**Thurs. June 4** - 6 - 9 p.m.

Hampton Inn (Toledo South)

1409 Reynolds Rd.

Maumee, Ohio 43537.

## MARIETTA

**Mon. June 8** - 6 - 9 p.m.

Best Western

701 Pike St.

Marietta, Ohio 45750.

## WARREN

**Thurs. June 11** - 6 - 9 p.m.

Holiday Inn Express

135 Highland Terrace Blvd.

Warren, OH 44484

## PIKETOWN

**Mon. June 15** - 6 - 9 p.m.

Comfort Inn

Rt. 23

Piketon, Ohio 45661.

## ELYRIA-LORAIN

**Tues. June 16** - 6 - 9 p.m.

Ramada Inn

Rt. 57 & I-90-1-825 Lorain Blvd.

Elyria, OH 44035.

## AKRON

**Thurs. June 18** - 6 - 9 p.m.

Holiday Inn (Fairlawn)

4073 Medina Rd..

Akron, OH 44333.

## LIMA

**Mon. June 22** - 6 - 9 p.m.

Howard Johnson

1920 Roschman Avenue

St. Rt. 309 & I-75

Lima, OH 45804.

## MIAMISBURG

**Wed. June 24** - 6 - 9 p.m.

Homewood Suites

3100 Contemporary Lane

Miamisburg, OH 45342.

## ATHENS

**Mon. June 29** - 6 - 9 p.m.

Hampton Inn

986 E. State

Athens, Ohio 45701.

## MANSFIELD

**Tues. June 30** - 6 - 9 p.m.

Mansfield-Quality Inn

500 North Trimble Rd.

Mansfield, OH 44902.

## SIDNEY

**Wed. July 1** - 6 - 9 p.m.

Days Inn

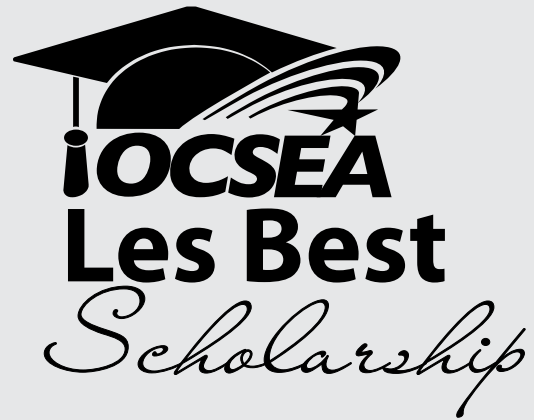
400 Folkerth Ave.

Sidney, Ohio 45365.

**TO REGISTER** for classes call the Education Registration Hotline at 1-800-969-4702 ext. 4772 and follow the recorded instructions or Online at <http://www.ocsea.org/ViewTrainings.aspx>

**CLASSES ARE CANCELLED** if a minimum of 10 people have not registered three working days prior to the scheduled date. Those who register through the Education Registration Hotline or through Online Registration will be notified of cancellation.

# Time's nearly up!



**Get FREE money for college, vocational or online degrees.**

*Active dues-paying OCSEA members, their spouse and dependents are eligible to receive one of the 12-15 scholarships awarded for fall of 2015. A total of \$16,000 in scholarships is available. Apply now!*

**Deadline to apply: April 30, 2015**

Download applications at  
**[ocsea.org/lesbest](http://ocsea.org/lesbest)**

**The 2015 OCSEA  
Steward Conference  
will be held on  
May 30, 2015**

*at the Embassy Suites in Dublin, Ohio.*

**Workshops, networking and solidarity!**



**Contract Enforcement In Action**

*This conference will celebrate the Union Steward's service and provide great learning and networking activities to help stewards sharpen their skills.*

Register online at **[ocsea.org/stewardconference](http://ocsea.org/stewardconference)**

or call the registration hotline at **800-266-5615**, ext. **2634**.



# Tentative Agreement

on the  
pages  
that follow.



**Please note:** Changes annotated as “Housekeeping” include: deletion due to obsolete or unused language; updates of titles and names; movement of existing language from/to another section; grammar and/or spelling corrections; elimination of existing language due to insertion of new language, etc.

## **PREAMBLE<sup>1</sup>**

<sup>1</sup> No change.

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

## **ARTICLE 1 – RECOGNITION<sup>1</sup>**

<sup>1</sup> No change.

### **1.01 - Exclusive Representation**

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

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

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

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

If it is believed that the bargaining unit status of a position has changed for a reason other than fiduciary relation, the Office of Collective Bargaining or the Union, whichever is proposing the change, shall notify the other. Following such notice, a joint or single party petition may be filed with the State Employment Relations Board (SERB.) No change in bargaining unit status shall be effective prior to a final determination by SERB.

### **1.03 - Fiduciary Positions**

The Employer will notify the Union when it plans to declare a bargaining unit position as fiduciary. The Union shall inform the Employer of its position in writing within forty-five (45) days of receipt of such notification. In the event the Union fails to respond within forty-five (45) days, the Employer's proposal will be deemed rejected and the matter will be scheduled for arbitration. When a dispute occurs over the designation of a position as fiduciary under the provisions of Section 124.11 of the Ohio Revised Code, the matter shall be resolved through discussion between the Deputy Director of the Office of Collective Bargaining and the President of the Union or his/her designee. If such discussion does not resolve the matter, either party may submit the issue to a mutually agreed upon arbitrator. No change in bargaining unit status shall be effective until formal written agreement is executed between OCB and the Union or a final determination is issued by the arbitrator. Once the matter has been resolved through this Section, a joint Petition for Amendment of Certification shall be filed before SERB within thirty (30) days.

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

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

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

### **1.05 - Bargaining Unit Work**

Supervisors shall not increase, and the Employer shall make every reasonable effort to decrease the amount of bargaining unit work done by supervisors.

Supervisors shall only perform bargaining unit work to the extent that they have previously performed such work. During the life of this Agreement, the amount of bargaining unit work done by supervisors shall not increase, and the Employer shall make every reasonable effort to decrease the amount of bargaining unit work done by supervisors.

In addition, supervisory employees shall only do bargaining unit work under the following circumstances: in cases of emergency; when necessary to provide break and/or lunch relief; to instruct or train employees; to demonstrate the proper method of accomplishing the tasks assigned; to avoid mandatory overtime; to allow the release of employees for Union or other approved activities; to provide coverage for no shows or when the classification specification provides that the supervisor does, as a part of his/her job, some of the same duties as bargaining unit employees.

Except in emergency circumstances, overtime opportunities for work normally performed by bargaining unit employees shall first be offered to those unit employees who normally perform the work before it may be offered to non-bargaining unit employees.

The Employer recognizes the integrity of the bargaining units and will not take action for the purpose of eroding the bargaining units.

## **ARTICLE 2 – NON-DISCRIMINATION<sup>1</sup>**

<sup>1</sup> No change.

### **2.01 - Non-Discrimination**

Neither the Employer nor the Union shall discriminate in a way inconsistent with the laws of the United States or the State of Ohio on the basis of race, sex, creed, color, religion, age, national origin, political affiliation, disability, sexual orientation, or veteran status. Except for rules governing nepotism, neither party shall discriminate on the basis of family relationship. The Employer shall prohibit sexual harassment and take action to eliminate

sexual harassment in accordance with Section 4112 of the Ohio Revised Code, and Section 703 of Title VII of the Civil Rights Act of 1964 (as amended).

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

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

### **2.02 - Agreement Rights**

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

### **2.03 - Equal Employment Opportunity/Affirmative Action**

The Employer and the Union agree to work jointly to implement positive and aggressive equal employment opportunity/affirmative action programs to prevent discrimination and to ensure equal employment opportunity in the application of this Agreement.

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

## **ARTICLE 3 – UNION RIGHTS**

### **3.01 - Access**

It is agreed that the Agencies covered by this Agreement shall grant reasonable access to stewards professional Union representatives and chapter officers, defined to include President and Vice President, for the purpose of administering this Agreement. The Employer may provide a representative to accompany a non-employee Union representative where security or treatment considerations do not allow non-employee access.

The Union shall furnish to the Employer, in writing, the names of the Union representatives and their respective jurisdictional areas as soon as they are designated. Any changes shall be forwarded to the Employer by the Union as soon as changes are made.

### **3.02 - Stewards**

The Employer agrees to recognize a reasonable number of local stewards as designated by the Union. Stewards and chapter officers as defined above shall be allowed a reasonable amount of time away from their regular duties to administer the Agreement at the facility where they work only within their own Agency unless the Agencies involved agree to representation across Agency lines. In situations where there are only a few employees of one Agency working at the facility of another Agency, agreement to such representation shall not be unreasonably withheld. In situations where there are only a few employees of one Agency in a county, the Employer agrees that the right of stewards from one Agency to represent bargaining unit employees from other Agencies shall not be unreasonably denied.

**BEFORE A STEWARD TAKES TIME AWAY FROM HIS/HER JOB DUTIES TO ADMINISTER THE AGREEMENT, THE STEWARD MUST INFORM HIS/HER SUPERVISOR OR DESIGNEE OF THE APPROXIMATE DURATION OF TIME THE STEWARD EXPECTS TO BE AWAY FROM HIS/HER JOB DUTIES AND, IF THE STEWARD IS LEAVING THE WORK AREA, THE DURATION OF TIME EXPECTED TO BE AWAY FROM THE WORK AREA.<sup>1</sup>**

The Employer and the Union recognize the value of having an adequate number of stewards to provide representation. The Union agrees to find ways to encourage more members to volunteer and train as stewards within their respective chapter/jurisdiction.

The Employer recognizes that to ensure adequate Union representation, in occasional or unusual circumstances, limited travel time for stewards may be necessary. The Union will notify the Agency, in writing, of the stewards designated prior to the steward assuming any duties.

It is understood that the release of stewards is for contract administration purposes. Reasonable diligence will be exercised by stewards in performing their duties so that they do not interfere with the operational needs of the Employer. The parties agree that where a bargaining unit member is unable or unwilling to represent his/her own interest(s), a designated steward shall be provided with all necessary documentation regarding the issue and will stand in the place of the member as their Union representative. Stewards and/or Union representatives requiring release time for contract administration purposes, shall follow procedures outlined in **THIS SECTION, AND** sections **3.11 AND**<sup>2</sup> 25.07 of the Agreement before leaving their work location. Stewards shall contact the supervisor or designee of an area to be visited and shall secure the signature of that supervisor or designee.

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

### **3.03 - Union Activities**

Employees who are members of a Labor/Management Committee, Health and Safety Committee or other committees established in this Agreement shall, after giving reasonable notice to their supervisor, be permitted to attend such meetings. Unless mutually agreed otherwise, such meetings will be held during normal working hours. Time off shall include any time needed to travel to the committee meeting except that no overtime will be paid if the travel time extends beyond the normal work day. Reasonable time, not to exceed one (1) hour, shall be allowed during work hours of members of any committee established by this Agreement to caucus immediately before the meeting. Employee participation in grievance meetings shall be pursuant to Article 25.

<sup>1</sup> Requires prior notification of absence for contract administration and grievance processing.

<sup>2</sup> Housekeeping.

### 3.04 - Meeting Space

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

### 3.05 - Bulletin Boards

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

### 3.06 - Mail Service AND USE OF STATE ELECTRONIC SYSTEMS<sup>3</sup>

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

<sup>3</sup> Housekeeping.

When feasible, and where equipment is currently available, Union stewards and/or officers may utilize electronic mail and/or facsimile equipment solely for contract enforcement and interpretation and grievance processing matters. Such transmissions will be primarily to expedite communication regarding such matters, will be reasonable with respect to time and volume, and limited to communications with the grievant, if any, appropriate supervisors and employee's staff representatives. Long distance charges which may be incurred must be approved prior to transmission. **THERE SHALL BE NO EXPECTATION OF PRIVACY WHEN USING STATE EQUIPMENT OR ELECTRONIC SYSTEMS.**<sup>4</sup>

<sup>4</sup> Use of personal e-mail address on state server may be subject to state review.

### 3.07 - Union Orientation

Where the Employer has a structured employee orientation program, the Union shall be permitted to make a presentation not to exceed sixty (60) minutes in duration regarding the Union. The Employer will notify the Union of newly hired employees at reasonable intervals, but no later than before a scheduled orientation session.

### 3.08 - Information Provided to the Union

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

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

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

### 3.09 - Printing of Agreement

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

### 3.10 - Union Leave

#### A. Mandatory Release

The following functions shall be subject to automatic release without pay unless otherwise designated:

- AFL-CIO Conference/Convention
- AFSCME Convention
- AFSCME Health and Safety Meeting
- AFSCME International 21st Century Meeting
- AFSCME International Corrections United Conference
- AFSCME International Women's Conference
- AFSCME Nurse Advisory Conference
- AFSCME Women's Committee
- Article 34 Committee (with pay)
- Board Budget Committee
- Board Election Petition Review Committee
- Board Elections Committee
- Board Structure Committee
- Classification Review Committee (36.05 A)
- Coalition of Black Trade Unionist Conference
- Constitution Committee
- Convention Credentials Committee
- DR&C Assembly
- DYS Assembly
- Executive Board Meeting
- Fair Share Committee
- MH/DD/VS Assembly
- Negotiations Team Election Meeting
- OCSEA/AFSCME Biennial Convention
- OCSEA Board Election Count
- OCSEA Board of Directors (with pay)
- OCSEA Board of Directors Committee for Minority and Community Affairs
- OCSEA Board of Directors Education Committee
- OCSEA Board of Directors Finance Committee
- OCSEA Board of Directors Governmental Affairs Committee
- OCSEA Board of Directors Judicial and Internal Affairs Committee
- OCSEA Board of Directors Local Government Committee (now known as the Alternative Contractual Obligations Committee)
- OCSEA Board of Directors Membership and Public Relations Committee

OCSEA Board of Directors Professional Advisory Committee  
 OCSEA Board of Directors Women's Action Committee  
 OCSEA Convention Committee(s)  
 OCSEA Stewards Academy  
 OCSEA Stewards Conference  
 OCSEA Veteran's Advisory Committee  
 OIL Appeal Panel (with pay)  
 Presidents Conference  
 State AFL-CIO Executive Board Meeting  
 State Board Committee  
 Statewide Leadership Conference  
 Statewide Strategic Planning Committee  
 Statewide Strategic Planning Oversight Committee  
 Statewide Structure Committee  
 Union Education Trust Quarterly Meetings and Conferences

Where possible, the Union shall provide notice seven (7) calendar days in advance to the Office of Collective Bargaining (OCB). It shall be the responsibility of the employee to give reasonable notice to his/her supervisor prior to such absence.

**B. Discretionary Release**

Any committees, meetings, conferences, etc. not specifically listed above may be approved for time off without pay upon approval by OCB. Leave requests under this Section shall be submitted in writing no less than seven (7) days in advance, except where circumstances make such notice impossible. Any grievance under this Section shall be filed at Step Five to be arbitrated as soon as possible.

The President, **VICE PRESIDENT AND SECRETARY-TREASURER**<sup>5</sup> of OCSEA, AFSCME Local 11, **(WHICH SHALL CONSIST OF A TOTAL OF NO MORE THAN THREE (3) EMPLOYEES)** shall be **RELEASED AND** placed on full-time administrative leave with pay to conduct Union business. ~~One (1) additional officer, designated by the President, may also be released and placed on full-time administrative leave with pay.~~<sup>6</sup>

<sup>5</sup> All three officers of OCSEA will be out on full-time release.

<sup>6</sup> Housekeeping.

The Union shall reimburse the Employer for all costs associated with placing the employees on administrative leave.

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

**3.11 - Union Requests for Time Off AWAY FROM JOB DUTIES FOR UNION WORK**<sup>7</sup>

**EACH AGENCY MAY REQUIRE THAT** All requests for any form of time off **AWAY** from work **JOB DUTIES** pursuant to this Article ~~must be made~~ by completing a form or log provided by the **AGENCY EMPLOYER**. No employee will be ~~granted any time off~~ **PERMITTED TIME AWAY FROM JOB DUTIES** pursuant to this Article, without completing the form or log prior to the utilization of such time, and securing of permission to utilize such time **FROM THE EMPLOYEE'S SUPERVISOR OR DESIGNEE**. The employee shall enter on the form the time the **EMPLOYEE BEGINS PERFORMING UNION WORK** leave commences; and upon returning, the **TIME THE EMPLOYEE RETURNS TO THE EMPLOYEE'S JOB DUTIES** shall enter the return time. Employees who do not return to their worksite prior to the end of the employees' workday shall complete the form at the beginning of the employees' next workday. Employees who normally work out of the office, will work out an acceptable alternative Union leave request procedure with their supervisor. ~~In the absence of a mutually agreed to form, the employee shall use State leave forms.~~

<sup>7</sup> Requires prior notification of absence for contract administration and grievance processing.

The Union shall provide a list of attendees and the hours released for relevant release time requested pursuant to Section 3.10 and Article 43. However, this requirement is not applicable to joint committee meetings with Labor and Management attendees; e.g., RWAC, Benefits Trust, OCSEA Union Education Trust (UET) and JHCC.

**3.12 - Union Offices**

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

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

**ARTICLE 4 – CHECKOFF**<sup>1</sup>

<sup>1</sup> No change.

**4.01 - Dues Deduction**

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

The Employer will also deduct biweekly voluntary contributions to the Union's political action committee (PEOPLE) upon receipt of a voluntary written individual authorization from any bargaining unit employee on a form mutually agreed to by the Union and the Employer.

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

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

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

#### 4.02 - Fair Share Fee

Any bargaining unit employee who has served an initial sixty (60) days and who has not submitted a voluntary membership dues deduction authorization form to the Employer shall, tender to the Union a representation service fee beginning in the pay period that includes the 61<sup>st</sup> day. The amount shall not exceed the dues paid by similarly situated members of the employee organization who are in the bargaining unit. The Union shall continue to provide an internal rebate procedure which provides for a rebate of expenditures in support of partisan politics or ideological causes not germane to the work of employee organizations in the realm of collective bargaining.

When an employee enters the bargaining unit for any reason, the Employer shall notify the employee of this Article and provide the employee the appropriate deduction forms. Fair share fee deductions shall begin after sixty (60) days of service. The Employer shall tender to the Union a representation service fee beginning in the pay period that includes the 61<sup>st</sup> day.

#### 4.03 - Maintenance of Membership

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

#### 4.04 - Religious Accommodation Pursuant to Title VII

An employee may file notice with the Union, at its Central Office, challenging the deduction of dues or fair share fees on the basis of bona fide, sincerely held religious beliefs under Title VII. The notice must contain a current mailing address and the social security number of the employee. Upon receipt of said notice, the Union shall notify the Office of Collective Bargaining (OCB) in writing, that the dues or fair share fees of the employee are to be withheld, but not remitted to the Union, until further notice. The Union shall forward an "Application for Religious Exemption" to the employee for completion.

The application shall be reviewed for approval within sixty (60) days of receipt. Should the parties be unable, within this time period, to resolve this matter by either a written agreement or withdrawal of the application, the matter shall be set for arbitration. Similarly situated applications may be scheduled for arbitration collectively. The employee(s) and the Union shall mutually agree upon an arbitrator, and except as may otherwise be agreed upon, in writing, between the employee and the Union, the arbitration shall be conducted in accordance with this Agreement. If the parties cannot agree to an arbitrator, then they shall secure a list of seven (7) arbitrators from the Federal Mediation Conciliation Services (FMCS) and use the alternative strike method to determine the arbitrator. The expense of the arbitration shall be borne by the Union.

The arbitrator shall analyze the claim in accordance with the standards of Title VII and all applicable case law. If the arbitrator determines that the employee is entitled to relief under Title VII, the arbitrator shall direct that the appropriate portion of the dues or fair share fee attributable to the employee be directed to a charitable organization mutually agreed upon between the employee and the Union. If the arbitrator determines that the employee is not entitled to relief under Title VII, then the application shall be dismissed. Any accommodation shall comply with Title VII. The Union shall forward a copy of the arbitration decision to OCB in order to direct the payment of funds that have been withheld but not remitted to the Union, and any future dues or fair share fees of the affected employee in compliance with the decision and this Section.

#### 4.05 - Indemnification

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken as a result of the Union under the provisions of this Article.

The parties agree that henceforth OCSEA shall indemnify the Employer for any liability incurred to any third parties arising out of the Employer's deduction of dues or fair share fees.

### ARTICLE 5 – MANAGEMENT RIGHTS<sup>1</sup>

<sup>1</sup> No change.

The Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer, in regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provision of the Agreement are, and shall remain, exclusively those of the Employer.

Additionally, the Employer retains the rights to: 1) hire and transfer employees, suspend, discharge and discipline employees; 2) determine the number of persons required to be employed or laid off; 3) determine the qualifications of employees covered by this Agreement; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement; 8) determine the type of equipment used and the sequences of work processes; 9) determine the making of technological alterations by revising the process or equipment, or both; 10) determine work standards and the quality and quantity of work to be produced; 11) select and locate buildings and other facilities; 12) transfer or sub-contract work; 13) establish, expand, transfer and/or consolidate, work processes and facilities; 14) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes or work; 15) terminate or eliminate all or any part of its work or facilities.

### ARTICLE 6 – PROBATIONARY EMPLOYEES

#### 6.01 - Probationary Periods

##### A. New Hires, Promotions and Lateral Transfer to a Different Classification

All newly hired and promoted employees, and employees who are laterally transferred to a different classification shall serve a probationary period. The **INITIAL** probationary period **FOR EMPLOYEES NEWLY HIRED AFTER MAY 15, 2015** shall be **THREE HUNDRED SIXTY FIVE (365) DAYS FROM THE EFFECTIVE DATE OF HIRE.**<sup>1</sup> **THE PROBATIONARY PERIOD FOR EMPLOYEES**

<sup>1</sup> Employees hired after May 15, 2015 are required to serve an initial probationary period of 365 days from the effective date of hire.

**PROMOTED OR LATERALLY TRANSFERRED TO A DIFFERENT CLASSIFICATION SHALL BE**<sup>2</sup> one hundred twenty (120) days for classifications paid at grades 1 to 7 and grades 23 to 28 or one hundred eighty (180) days for classifications paid at grades 8 to 12 and grades 29 to 36 **AND ALL EMPLOYEES OF THE DEPARTMENT OF REHABILITATION AND CORRECTION AND THE DEPARTMENT OF YOUTH SERVICES, OTHER THAN CORRECTION OFFICERS AND JUVENILE CORRECTION OFFICERS.**<sup>3</sup> However, the Disability Claims Adjudicator 1, Realty Specialist 1, all Attorney classifications, and the Youth Leader classification in the Schools for the Blind and Deaf, **CORRECTION OFFICER, AND JUVENILE CORRECTIONAL OFFICER CLASSIFICATIONS** shall have a probationary period of twelve (12) months **THREE HUNDRED SIXTY FIVE (365) DAYS** from the effective date of hire, lateral transfer or promotion **OR LATERAL TRANSFER TO A DIFFERENT CLASSIFICATION.**<sup>4</sup>

**AGENCY SPECIFIC AGREEMENTS IN APPENDIX Q THAT CONFLICT SHALL NO LONGER HAVE ANY FORCE AND EFFECT (THIS LANGUAGE IS TEMPORARY AND SHALL BE DELETED DURING HOUSEKEEPING, PRIOR TO PRINTING THE CONTRACT).**

Probationary periods for Correction Officers (CO) and Juvenile Correctional Officers (JCO) shall be for a period of three hundred sixty-five (365) days.<sup>5</sup> Employees who have served a probationary period in another classification shall have the length of the probationary period, up to a maximum of six (6) months, credited toward the Correction Officer and Juvenile Correctional Officer probationary period. Following the completion of six (6) months of the probationary period, COs and JCOs shall be given the opportunity to select work assignments under the institution's Pick-A-Post Agreement.<sup>6</sup>

The probationary period for all other employees of the Department of Rehabilitation and Correction and Department of Youth Services shall be one hundred eighty (180) days. The probationary period will commence when the employee completes the initial period of training at the Correction Training Academy or the Department of Youth Services Training Academy. Periods worked by such employees prior to attending such training shall be credited toward the probationary period. Employees who are laterally transferred or promoted shall begin their probationary period on the effective date of the lateral transfer or promotion.<sup>7</sup>

The performance of each employee within the Department of Rehabilitation and Correction and the Department of Youth Services shall be reviewed at least every four (4) months during the probationary period.<sup>8</sup>

A probationary period for an employee may be extended by mutual agreement between the Union and Management.

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

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

An employee's probationary period may be extended by a period equal to employee leaves of fourteen (14) consecutive days or longer, except for approved periods of vacation leave. For example, disability leave, adoption/childbirth, or any other leaves of fourteen (14) consecutive days or longer shall not be counted toward the employee's initial or promotional probationary period.

The Employer will not modify the duration of a probationary period of a classification(s) without the agreement of the Union.

#### **B. Lateral Transfer within the Same Classification**

Where a single classification involves work which varies substantially among different positions within the classification, the Employer may require employees who are laterally transferred in the same classification to serve a trial period equal to one-half (1/2) of the regular **PROMOTIONAL**<sup>9</sup> probationary period for the classification. ~~d~~During<sup>10</sup> a lateral transfer trial period, the employee may elect to return to his/her previous position or, if the employee fails to perform the job requirements of the new position to the Employer's satisfaction, the Employer may place the employee back in the position the employee previously held.

#### **C. Demotion**

The Employer may require employees who are demoted pursuant to Article 17.04 to serve a trial period equal to one-half (1/2) of the regular **PROMOTIONAL**<sup>11</sup> probationary period for the classification. ~~d~~During<sup>12</sup> a trial period, the employee may elect to return to his/her previous position or, if the employee fails to perform the job requirements of the new position to the Employer's satisfaction, the Employer may place the employee back in the position the employee previously held.

#### **D. Inter-Agency Transfer**

Employees who accept an inter-Agency transfer pursuant to Article 17, shall serve an initial probationary period of one hundred eighty (180) days, except in those classifications where the promotional probationary period is three hundred sixty five (365) days, such employees shall serve a three hundred sixty five (365) day probationary period.<sup>13</sup> If the employee fails to perform the job requirements of the new position to the Employer's satisfaction, the Employer may remove the employee. The employee may not challenge such removal.

#### **E. Cross-Collective Bargaining Agreement Rights**

Employees who are in a classification outside of those covered by this Collective Bargaining Agreement and who accept a position in a classification covered by this Collective Bargaining Agreement shall serve an initial probationary period **OF ONE HUNDRED EIGHTY (180) DAYS, EXCEPT IN THOSE CLASSIFICATIONS WHERE THE PROMOTIONAL PROBATIONARY PERIOD IS THREE HUNDRED SIXTY FIVE (365) DAYS, SUCH EMPLOYEES SHALL SERVE A THREE HUNDRED SIXTY FIVE (365) DAY PROBATIONARY PERIOD.**<sup>14</sup> If the employee fails to perform the job requirements of the new position to the Employer's satisfaction, the Employer may remove the employee. The employee may not challenge such removal.

<sup>2</sup> Clarifies that an employee promoted or laterally transferred to a different classification will serve a probationary period of 120 or 180 days depending on the pay range.

<sup>3</sup> Clarifies that in the Department of Rehabilitation and Corrections and the Department of Youth Services the probationary period for an employee promoted or laterally transferred to a different classification is 180 days for classifications other than Correction Officer and Juvenile Correctional Officer.

<sup>4</sup> Identifies specific classifications that will be required to serve 365 days for a promotional probationary period.

<sup>5</sup> Deleted and redefined above.

<sup>6</sup> Moved to "F".

<sup>7</sup> Deleted and redefined above.

<sup>8</sup> Moved to "F".

<sup>9</sup> Clarifies that a trial period for a lateral transfer is equal to 1/2 of the promotional probationary period.

<sup>10</sup> Housekeeping.

<sup>11</sup> Clarifies that a trial period for a demotion is equal to 1/2 of the promotional probationary period.

<sup>12</sup> Housekeeping.

<sup>13</sup> Clarifies that the probationary period for an employee who accepts an inter-agency transfer under Article 17 is 180 days except for those classifications where the promotional probationary period is 365 days.

<sup>14</sup> Clarifies that the probationary period for an employee not currently in an OCSEA bargaining unit position who accepts a position in the OCSEA bargaining unit is 180 days except for those classifications where the promotional probationary period is 365 days.

**F. DEPARTMENT OF REHABILITATION AND CORRECTION AND DEPARTMENT OF YOUTH SERVICES**

EMPLOYEES WHO HAVE SERVED A PROBATIONARY PERIOD IN ANOTHER CLASSIFICATION SHALL HAVE THE LENGTH OF THE PROBATIONARY PERIOD, UP TO A MAXIMUM OF SIX (6) MONTHS, CREDITED TOWARD THE CORRECTION OFFICER AND JUVENILE CORRECTIONAL OFFICER PROBATIONARY PERIOD. FOLLOWING THE COMPLETION OF SIX (6) MONTHS OF THE PROBATIONARY PERIOD, COS AND JCOS SHALL BE GIVEN THE OPPORTUNITY TO SELECT WORK ASSIGNMENTS UNDER THE INSTITUTION'S PICK-A-POST AGREEMENT.<sup>15</sup>

<sup>15</sup> Moved from 6.01 A.

THE PERFORMANCE OF EACH EMPLOYEE WITHIN THE DEPARTMENT OF REHABILITATION AND CORRECTION AND THE DEPARTMENT OF YOUTH SERVICES SHALL BE REVIEWED AT LEAST EVERY FOUR (4) MONTHS DURING THE PROBATIONARY PERIOD.<sup>16</sup>

<sup>16</sup> Moved from 6.01 A.

**6.02 - Conversion of Temporary, Intermittent, Interim, Welfare to Work Initiative or Seasonal Employees**

AN EMPLOYEE IN ANY NON-PERMANENT APPOINTMENT TYPE ~~temporary, intermittent, interim, funded position under a Welfare to Work Initiative or seasonal employee~~<sup>17</sup> who becomes a permanent employee in the same Agency, classification and job duties will be credited with time served if it is connected to their permanent appointment, but no more than one-half (1/2) the length of the probationary period for that classification.

<sup>17</sup> Clarifies that Section 6.02 applies to employees in any non-permanent appointment type.

**ARTICLE 7 – OTHER THAN PERMANENT POSITIONS<sup>1</sup>**

<sup>1</sup> No change.

**7.01 - Temporary Positions**

Temporary positions are those positions in which work is of a temporary nature and a specified duration, not to exceed sixty (60) days. The Employer agrees not to use temporary positions to avoid filling permanent full-time positions.

**7.02 - Interim Positions**

A. Interim positions are those positions in which the work is of a temporary nature and the duration is fixed by the length of absence of an employee on an approved leave of absence. The duration of interim positions shall not exceed thirty (30) days plus the length of the leave of absence. Current bargaining unit employees may receive internal interim appointments to another position within a bargaining unit covered by the terms of this Agreement; and shall be compensated as a temporary working level (TWL) pay supplement.

B. Internal Interim Appointments to Non-Bargaining Unit Positions

Bargaining unit employees may receive internal interim appointments to positions which are not covered by this Agreement; and shall be compensated as a temporary working level. Such employees will be considered members of the bargaining unit for the duration of the interim assignment, but shall not represent either the Employer or the Union in Labor/Management issues or the administration of this Agreement while holding the interim appointment.

**7.03 - Intermittent Positions**

Intermittent positions are those positions in classifications covered by this Agreement which do not exceed one thousand (1,000) hours per employee in any fiscal year. The Employer agrees not to use intermittent positions to avoid filling permanent full-time positions. The allocation and use of intermittent positions shall be an appropriate subject for the Labor/Management Committee.

All intermittent positions are in the unclassified service. All intermittent positions are scheduled at the discretion of the Employer, with no rights under Article 13, except Sections 13.03 and 13.04. An employee in an intermittent position may be terminated at will without recourse, and such termination is considered for just cause.

Employees in intermittent positions shall be hired at Step 1 of the appropriate pay range for their classification. The employees in the intermittent positions shall not serve a probationary period. The employees in the intermittent positions are not eligible for step increases or longevity or any contractual benefits received by permanent employees (e.g., vision, dental, life, health insurance, holiday pay, leave accruals, any other paid leave, shift differential, pay supplements, etc.). Those employees who are currently receiving steps and longevity shall be permitted to maintain them until they are separated. No contribution will be made to the UBT or UET for the intermittent positions.

Intermittent positions are not subject to the layoff provisions of Article 18. Employees in intermittent positions shall be terminated before any full or part-time permanent employee in the same classification and work unit, as mutually agreed, is laid off. Employees in intermittent positions shall not have recall or reemployment rights.

**7.04 - Seasonal Employees**

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

**7.05 - Salaries of Interim Positions and Non-Intermittent 1,000 Hour Assignments Positions**

Salaries for interim positions and non-intermittent 1,000 hour assignments positions shall be equal to the step rate in the pay range of the classification received by permanent employees with an equivalent length of service.

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

Employees in the temporary appointment type may be scheduled to avoid overtime. Employees in the temporary appointment type shall not earn compensatory time.

Overtime that is available when seasonal, intermittent, temporary and interim employees are on staff shall first be offered to permanent employees pursuant to Section 13.07.

**7.07 - Welfare to Work Initiative Participants**

Welfare to Work participants shall not displace full/part-time permanent bargaining unit employees. In the event that there is a recall list within an Agency, Welfare to Work participants will not be utilized in the same classification within the geographic jurisdiction where the recall list exists. In the event the program covering the participant requires wage rates and benefits different than those provided by the Employer, the Employer shall provide the wage rates and



benefits pursuant to the program. Where the program does not specify wage rates or benefits, the Employer will provide the applicable wage rates and benefits as enumerated in this Agreement.

#### **7.08 - Work Scheduling**

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

#### **7.09 - Project Employees**

Project Employees are an appropriate topic for Labor/Management Committees.

#### **7.10 - Temporary Working Level Pay Supplements**

The Employer may temporarily assign an employee to replace an absent employee, or to fill a vacant position during the posting and selection process. All temporary working level assignments used to fill a vacant position during the posting and selection process shall not exceed one hundred twenty (120) days unless mutually agreed to by the parties. If the temporary assignment is to a classification with a higher pay range, and is in excess of four (4) working days, the affected employee shall receive a pay adjustment which increases his/her step rate of pay to the (a) classification salary base of the higher level position or (b) a rate of pay approximately four percent (4%) above his/her current step rate of compensation, not to exceed the top step in the pay range assigned.

### **ARTICLE 8 – LABOR/MANAGEMENT COMMITTEES<sup>1</sup>**

<sup>1</sup> No change.

#### **8.01 - Agency Committees**

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

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

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

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

#### **8.03 - Time Off**

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

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

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

#### **8.05 - Joint Information Technology (IT) Committee**

##### **A. Composition**

The parties shall each appoint an equal number of Labor and Management representatives that will meet to address information technology workforce issues. The committee shall meet at least quarterly or as often as mutually determined that there is a need.

##### **B. Purpose**

The purpose of the committee is to:

1. Review practices and develop education and training initiatives that help build the capacity of the State IT workforce. The parties are committed to joint initiatives that will do the following:
  - a. Address career development to include elements such as identification of skills/talent needs, assessment of staff strengths, identification of skill gaps, and design of staff development plans/programs. The purpose is to build a capable and competitive workforce to support the strategic direction and operational needs of the Agency.
  - b. Formalize a career development process to identify, communicate, and foster the critical skills the Employer must have. This includes tracking and communicating current IT trends, Agency specific technology requirements, and statewide standards.
  - c. Create career development initiatives that will integrate knowledge management and training to build bench strength, reduce employee turnover, and minimize staff augmentation and outsourcing.

2. Help address workforce planning issues that are related to skill shortages, hiring or deploying the workforce, and meeting competencies required by the State.
3. Examine and jointly address high performance work initiatives.
4. Establish procedures to maintain an updated IT classification system that meets the needs of State government that includes relevant job descriptions and appropriate pay for bargaining unit employees.
5. Promote improved communications between bargaining unit employees and Management that can include establishment of Agency Labor/Management IT Committees.
6. The committee agrees to discuss ways to encourage individuals to develop the skills and knowledge necessary to perform State IT work with all available resources including UET resources.

C. Subcommittees

The Statewide Joint Information Technology Committee may establish any subcommittees it deems necessary in order to fulfill its mission. Subcommittee members may include Agency representatives, subject matter experts, or any other persons deemed necessary by the Statewide Joint IT Committee. All committees will maintain an equal number of Management and Union representatives.

D. IT Personal Services Contracting Subcommittee

Notwithstanding the Sections of Article 39, within sixty (60) days of the effective date of the Agreement, the parties will establish a subcommittee for the purpose of analyzing IT personal services contracts. The subcommittee, in conjunction with selected State Agencies, will conduct research aimed at identifying the cost, capabilities required, performance expectations, quality, program requirements, or other factors that influence contracting out IT personal services work. The subcommittee will be provided access to available information regarding costs, performance outcomes/expectations, and other information relevant to conducting a cost comparison between State-operated work and IT personal services contracted work. The goal is to identify potential solutions to better use bargaining unit employees to reduce IT personal services contracted work.

## ARTICLE 9 – OHIO EMPLOYEE ASSISTANCE PROGRAM<sup>1</sup>

<sup>1</sup> No change.

### 9.01 - Joint Promotion

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

### 9.02 - Ohio EAP Advisory Committee

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

### 9.03 - Ohio EAP Steward Training

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

### 9.04 - Employee Participation in Ohio EAP

- A. Records regarding treatment and participation in the Ohio EAP shall be confidential. No records shall be maintained in the employee's personnel file except those that relate to the job or are provided for in Article 23. In cases where the employee and the Employer have entered into a voluntary EAP Participation Agreement in which the Employer agrees to defer discipline as a result of employee participation in the Ohio EAP treatment program, the employee shall be required to sign appropriate releases of information to the extent required to enable the Ohio EAP staff to provide the Employer with reports regarding compliance or noncompliance with the Ohio EAP treatment program.
- B. If an employee has exhausted all available leave and requests time off to have an initial appointment with a community agency, the Agency shall provide such time off without pay.
- C. The Employer or its representative shall not direct an employee to participate in the Ohio EAP. Such participation shall be strictly voluntary.
- D. Seeking and/or accepting assistance to alleviate an alcohol, other drug, behavioral or emotional problem will not in and of itself jeopardize an employee's job security or consideration for advancement.

## ARTICLE 10 – CHILD CARE<sup>1</sup>

<sup>1</sup> No change.

### 10.01 - Child Care Expenses Reimbursement Program

The Employer will assure that eligible employees have the opportunity to participate in a child care expenses reimbursement program which provides the reimbursement on a pre-tax basis in accordance with Section 129 of the Internal Revenue Service Code as amended and other applicable law.

A. Eligibility

1. Employees must have been employed full-time since January 1 of the previous year to receive full reimbursement; provided however, that
2. Full-time employees whose employment began after January 1 of the previous year and part-time employees are eligible for this program on a prorated basis based on the number of hours worked in a calendar year.
3. For the calendar year beginning January 1, 1997 the employee's adjusted gross family income for the calendar year for which they seek child care expenses reimbursement shall not exceed \$35,000.

4. The employee had employment-related child care expenses in the previous calendar year equal to or greater than the amount of the payment as provided in Section C below;
5. Employment-related child care expenses must have been for those children defined pursuant to IRS Section 129, at the time the expenses were incurred.

**B. Verification**

No later than April 15, employees must submit a copy of their Form 1040 and a copy of their receipt(s) for child care expenses for the previous calendar year to be eligible for reimbursement. Employees, and spouses when joint income is used, may be required to authorize the Employer to obtain verification of tax information through State and/or Federal Tax authorities.

**C. Reimbursement Schedule**

Maximum reimbursement shall be as follows:

1. \$500.00 for one (1) eligible child.
2. \$800.00 for two (2) eligible children.
3. \$100.00 for each eligible child thereafter to a maximum family allotment of \$1,000.00.

**D. Proration**

Proration of child care expenses reimbursement based on calendar year adjusted gross family income shall be as follows:

Adjusted Gross Family Income	One Child	Two Children	Three or more/ Each Child	Family Maximum
less than \$25,000	\$500	\$800	\$100	\$1000
\$25,001 to \$30,000	375	600	75	750
\$30,001 to \$35,000	250	400	50	500

**10.02 - Dependent Care Spending Account Program**

The Employer will continue to provide employees with the opportunity to participate in a program which allows employees to deposit pre-tax income into a dependent care spending account. Money in this account may be utilized to help pay the expenses of caring for dependent children or adults. The program shall include the following characteristics:

- A. It is in accordance with Sections 129 and 125 of the Internal Revenue Service Code as amended and other applicable law;
- B. It assists in paying the expenses of caring for a dependent child or adult for whom care must be provided in order for the employee to work;
- C. All permanent full-time and permanent part-time employees are eligible to participate;
- D. The program has an annual open-enrollment period.

**10.03 - Communication of Programs to Employees**

Within ninety (90) days of the effective date of this Agreement the Employer and the Union will meet to discuss development of appropriate methods to communicate these programs to employees.

**ARTICLE 11 – HEALTH AND SAFETY<sup>1</sup>**

<sup>1</sup> No change.

**11.01 - General Duty**

Occupational health and safety are the mutual concern of the Employer, the Union and employees. The Union will cooperate with the Employer in encouraging employees to observe applicable safety rules and regulations. Employees or the Union shall report safety and health violations of which they are aware to their supervisor. The Employer and employees shall comply with applicable Federal, State and local safety laws, rules and regulations, and Agency safety rules and regulations. The Employer will consider ergonomics when selecting products. Nothing in this Agreement shall imply that the Union has assumed legal responsibility for the health and safety of employees.

**11.02 - Personal Protective Clothing and Equipment**

Personal protective clothing and equipment required by the Agency to preserve the health and safety of employees shall be furnished and maintained by the Agency without cost to employees. The Agency may initially purchase other clothing items without assuming any further responsibility to maintain those same items, except as specifically required by law and this Agreement. Disposable gloves, disinfectant, and mouth pieces will be accessible to employees while directly caring for patients, residents, clients, inmates or youths.

**11.03 - Unsafe Conditions**

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

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

not be required to operate the equipment until the Agency/Facility safety designee has inspected said equipment and deemed it safe for operation.

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

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

#### **11.04 - Workplace Violence**

The Employer and the Union recognize that violence against employees is serious and requires violence prevention programs. Agencies will develop practices and procedures aimed at reducing risk of job-related violence. Agency plans shall consider OSHA guidelines for preventing workplace violence to guide development of each Agency plan. Agency plans shall be reviewed with the Agency Health and Safety Committee which shall be provided an opportunity for input.

#### **11.05 - Communicable Diseases**

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

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

Mandatory tuberculosis screening may be conducted annually for all employees in Agencies with higher incidence of risk. Based on the risk assessment, some employees or work areas may need to be tested more often than annually. Such additional testing will be based upon Centers for Disease Control (CDC) guidelines. The Employer will hold the employee harmless from any costs incurred as a result of additional tests or x-rays incurred as a result of an initial positive reaction.

If a resident or inmate is found to carry a communicable disease, all appropriate precautions shall be taken.

#### **11.06 - The Right-to-Know About Toxic Substances**

All employees shall have access to information on all toxic substances in the workplace pursuant to current OSHA regulations.

#### **11.07 - First Aid and CPR (Cardiopulmonary Resuscitation)**

Adequate first aid equipment, supplies and training shall be provided by the Agency on an ongoing basis. Where not required by actual job responsibility, employees may volunteer for first aid training. All Agencies shall make available CPR training on a regular basis where feasible. All employees at worksites where there is a dispensary staffed by a medical professional shall have access to the dispensary.

In addition to those employees currently required, all direct care and custody staff within the Department of Rehabilitation and Correction (DR&C) and Department of Youth Services (DYS) shall be required to be certified and maintain said certification in CPR and shall have first aid training. DR&C and the Agency Health and Safety Committee will also review medical protocol(s) and policies related to staff exposure to blood and bodily fluids. The Health and Safety Committee will review and make recommendations on staff education and training regarding blood and bodily fluid exposure that may result from an employee providing CPR.

#### **11.08 - Video Display Terminals**

The Employer shall provide ergonomically appropriate VDT equipment at all computer and word processing stations purchased or installed after the effective date of the Agreement, whenever the employee has principal job responsibilities which involve the use of such equipment for a majority of his/her time.

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

#### **11.09 - Working Alone**

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

#### **11.10 - Asbestos**

If an employee from an Agency not housed in a State-owned facility has reason to suspect that there may be friable asbestos in that building, he/she may request an asbestos inspection by the Public Employees Risk Reduction Program (PERRP). PERRP will investigate the complaint and issue a report to the appropriate Agency, to the employee, and to the appropriate Health and Safety Committee if such committee participated in the filing of the complaint. If asbestos is

found in sufficient quantities to require abatement, the Employer will inform the building owner of the need to comply with the abatement order as required under the terms of State leases.

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

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

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

#### **11.11 - Concern for Pregnancy Hazards**

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

#### **11.12 - Health and Safety Committees**

The Agencies and the Union shall establish Labor/Management Health and Safety Committees. Each Agency shall have a Health and Safety Committee. This committee may be combined with the Agency Labor/Management Committee upon mutual agreement of Agency Management and the Union.

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

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

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

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

- A. Meet on a definitely established schedule, but in no case more frequently than once a quarter, unless otherwise mutually agreed;
- B. Arrange periodic inspections to detect, evaluate and offer recommendations for control of potential health and safety hazards including working alone situations;
- C. Appoint members of the Union to accompany inspections;
- D. Discuss Agency plans and policies for preventing workplace violence;
- E. Receive copies of all accident and illness reports, lists of toxic materials and exposure records; when incident reports involve resident(s), client(s), patient(s), youth(s) and/or inmate(s), for purposes of confidentiality, a separate accident report will be prepared omitting the name(s) of the resident(s), client(s), patient(s), youth(s) or inmate(s);
- F. Promote health and safety education; and
- G. Maintain and review minutes of all committee meetings.
- H. The Employer will make available to Agency Health and Safety Committees information regarding ergonomic requirements that can be used to make appropriate adjustments in existing workplace settings.

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

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

#### **11.13 - Physical Exams**

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

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

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

#### **11.14 - Duty to Report**

All employees who are injured or who are involved in an accident/incident during the course of their employment shall file an accident/incident report, on forms furnished by the Employer, no matter how slight the accident/incident.

#### **11.15 - Vehicle Inspection**

All State vehicles which are operated by employees shall be inspected annually by the Agency. The State shall maintain a program to certify qualified inspectors who shall make a comprehensive inspection. Any deficiencies revealed by such inspection shall be promptly corrected by the Agency.

#### **11.16 - Water and Restroom Facilities**

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

In institutions, employees' restrooms shall be separate from those used by residents or inmates whenever practical. The discussion of separate restrooms shall be an appropriate topic for Labor/Management meetings.

#### **11.17 - Personal Property**

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

#### **11.18 - Lounge Areas**

Existing lounges shall be maintained by the Employer.

#### **11.19 - Emergency Phone Use**

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

### **ARTICLE 12 – STAFFING CONCERNS<sup>1</sup>**

<sup>1</sup> No change.

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

### **ARTICLE 13 – WORK WEEK, SCHEDULES AND OVERTIME<sup>1</sup>**

<sup>1</sup> No change.

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

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

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

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

The Employer and the Union may discuss alternate work schedule arrangements as reflected in Section 13.13.

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

#### **13.02 - Work Schedules**

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

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

Work schedules for employees who work in five (5) day operations need not be posted. However, where the work hours of such employees are determined by schedules established by parties other than the Employer, the Employer shall notify employees of any changes in their work hours as soon as it is aware of such.

Work schedules for employees who work in seven (7) day operations shall be posted at least fourteen (14) calendar days in advance of the effective date. The work schedule shall be for a period of at least twenty-eight (28) days and shall not be changed without a fourteen (14) day notice, except in accordance with reassignment as provided for in Section 13.05.

The parties recognize that there are certain jobs which require nonstandard work schedules. Such work schedules shall be for operational needs. The Employer shall notify the Union prior to the creation of any new nonstandard work schedules. The Union may request a meeting with the Employer to discuss the impact of such schedules. Non-standard work schedule assignments shall not be arbitrary or capricious.

#### **13.03 - Meal Periods**

Employees (including but not limited to Correction Officers, Juvenile Correctional Officers, and MCE Investigators and Load Limit Inspectors in the Department of Public Safety) who currently work eight (8) hours straight without a meal period shall continue to do so except as otherwise mutually agreed. Unless mutually agreed otherwise, no other employee shall be required to take less than thirty (30) minutes or more than one (1) hour for a meal period. The Employer will usually schedule meal periods near the midpoint of a shift.

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

#### **13.04 - Rest Periods**

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

#### **13.05 - Reassignments Within Institutions**

A. Temporary reassignments, within institutions, may be required:

1. To meet abnormal work-loads;

2. In the temporary absence of an employee where delay of the performance of duties would be unreasonable;
3. Pending recruitment.

Temporary reassignments under this Section shall not normally exceed thirty (30) work days but under no circumstances exceed ninety (90) work days where it is in the best interest of the youth, client, resident, patient or inmate population notwithstanding provisions of Section 24.05 or pending recruitment (unless mutually agreed to by the Union and the Agency). Reassignment shall be on a seniority basis within the work area within the classification needed to provide the temporary coverage. Should more than one employee desire the available temporary reassignment, such reassignment shall be awarded on the basis of seniority, with the most senior employee being given first choice. Should no employee desire the reassignment, the least senior employee shall be reassigned first.

- B. An emergency reassignment may be required. An emergency is defined as an infrequent, unexpected, rare occurrence; not an everyday event. In no event shall an emergency reassignment of any employee exceed eight (8) work days. Emergency reassignments shall be on a seniority basis within the classification needed within the work area most able to provide the emergency coverage. Should no employee desire the reassignment, the least senior qualified employee shall be reassigned first.
- C. If a specific certificate, license, training and/or immunization is required for the reassignment, the Employer shall canvass those employees within the classification who meet these criteria in the order specified above.
- D. When the Employer has advance knowledge of planned absences that will result in the reassignment of employees, then it will notify the affected employees of the reassignment as soon as possible.
- E. The creation of additional float or relief positions is an appropriate topic for Labor/Management Committee meetings.

### **13.06 - Report-In Locations**

All employees covered under the terms of this Agreement shall be at their report-in locations ready to commence work at their starting time. For all employees, extenuating and mitigating circumstances surrounding tardiness shall be taken into consideration by the Employer in dispensing discipline.

Employees who must report to work at some site other than their normal report-in location, which is farther from home than their normal report-in location, shall have any additional travel time counted as hours worked. Employees who work from their homes, shall have their homes as a report-in location. For all other employees, the report-in location shall be the facility to which they are assigned.

### **13.07 - Overtime**

The Employer has the right to determine overtime opportunities as needed. Employees shall be canvassed according to Agency policy. If no policy exists then, employees shall be canvassed quarterly as to whether they would like to be offered overtime opportunities. Employees who wish to be called back for overtime outside of their regular hours shall have a telephone and shall provide their phone number to their supervisor.

Insofar as practicable, overtime shall be equitably distributed on a rotating basis by seniority among those who normally perform the work. The parties shall negotiate specific arrangements for implementation of these overtime provisions at the local or Agency level within ninety (90) days of the effective date of this Agreement. Such arrangements shall include parameters regarding the distribution of mandatory overtime. Absent mutual agreement to the contrary, overtime rosters will be purged at least every twelve (12) months. Such arrangements shall recognize that in the event the Employer has determined the need for overtime, and if a sufficient number of employees is not secured through the above provisions, the Employer shall have the right to require employee(s) who normally perform(s) the work and who are listed on the lower one-half (1/2) of the seniority roster to perform said overtime. Such mandatory overtime shall be rotated among those employees who are listed on the lower one-half (1/2) of the seniority roster. In the event enough employees are not available, the Employer may require the least senior employee(s) available to work the overtime. Good faith attempts will be made to avoid the mandation of the same individual(s) consecutively. Assignment of mandated overtime hours is an appropriate topic for each Agency's Health and Safety Committee. The overtime policy shall not apply to overtime work which is specific to a particular employee's claim load or specialized work assignment or when the incumbent is required to finish a work assignment.

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

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

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

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 within a single work week or pay period.

### **Emergency Overtime**

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

### **13.08 - Call-Back Pay**

Employees who are called to report to work and do report outside their regularly scheduled shift will be paid a minimum of four (4) hours at the employees total rate of pay or actual hours worked (i.e., if actual hours worked exceeds 2.67 hours) at the overtime rate, whichever is greater providing such time does not abut the employee's regular

shift. Call-back pay at straight time is excluded from the overtime calculation. Work which is to be performed at the employee's residence shall not be subject to callback pay, but shall be paid at the applicable regular or overtime rate for the time worked.

An employee called back to take care of an emergency shall not be required to work for the entire four (4) hour period by being assigned non-emergency work.

### **13.09 - Report Pay**

Employees who report to work as scheduled and are then informed that they are not needed will receive their full day's pay at regular rate. Employees who are called at home by the Employer and told not to report to their regularly scheduled work day shall receive their full day's pay at regular rate.

### **13.10 - Payment for Overtime**

All employees, except those whose job duties require him or her to maintain a license to practice law, shall be compensated for overtime work as follows:

1. Hours in an active pay status more than forty (40) hours in any calendar week shall be compensated at the rate of one and one-half (1 1/2) times the employee's total rate of pay for each hour of such time over forty (40) hours;
2. For purposes of this Article, active pay status is defined as the conditions under which an employee is eligible to receive pay and includes, but is not limited to, vacation leave, and personal leave. Sick leave and any leave used in lieu of sick leave shall not be considered as active pay status for purposes of this Article.

### **Compensatory Time**

The employee may elect to accrue compensatory time off in lieu of cash overtime payment for hours in an active pay status more than forty (40) hours worked in any calendar week. Compensatory time off will be earned on a time and one-half (1 1/2) basis. The maximum accrual of compensatory time shall be two hundred forty (240) hours. When the maximum hours of compensatory time accrual is attained, payment for overtime work shall be made. Compensatory time must be used within three hundred sixty-five (365) calendar days from when it was earned. Compensatory time not used within three hundred sixty-five (365) days shall be paid to the employee in the pay period immediately following the pay period which contained the three hundred sixty-fifth (365<sup>th</sup>) day at the employee's current regular rate of pay. Any employee who has accrued compensatory time off and requests use of this compensatory time shall be permitted to use such time off within a reasonable period after making the request or, if such use is denied, the compensatory time requested shall be paid to the employee at his/her option to a maximum of eighty (80) hours in any pay period. Compensatory time is not available for use until it appears on the employee's earnings statement and on the date the funds are made available.

Upon termination of employment, an employee shall be paid for unused compensatory time at a rate which is the higher of:

1. The final regular rate received by the employee; or
2. The average regular rate received by the employee during the last three (3) years of employment.

### **13.11 - Wash-Up Time**

Employees whose jobs require it will be permitted a reasonable paid wash-up period before the end of the shift. The Labor/Management Committees may recommend to the Agency those positions which qualify for wash-up time.

### **13.12 - Stand-By Pay**

An employee is entitled to stand-by pay if he/she is required by the Agency in writing to be on stand-by, that is, to be available for possible call to work. If it is not practical to notify an employee in writing regarding stand-by status, the Employer may utilize oral or telephone means. Stand-by status may be canceled by telephone, providing written notice of such cancellation is provided to the employee within forty-eight (48) hours. An employee entitled to stand-by pay shall receive twenty-five percent (25%) of his/her base rate of pay for each hour he/she is in stand-by status. Stand-by time will be excluded from overtime calculation. Stand-by status shall be distinguished from call-back status by the following: 1) Direct notice of the requirement, as in the preceding; 2) Employee's off-duty activities are specifically restricted by the Employer; 3) Employee is given a specific period of time during which he/she must respond to any summons from the Employer with the consequence of discipline for failure to respond/report. Once summoned to report, stand-by pay will continue until the employee reports and actual work is performed, at which time the pay provisions of the call-back section (Section 13.08) will apply and stand-by pay will cease. An employee required to carry a pager while on-call is not in stand-by status unless specifically notified that he/she is to be on stand-by status.

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

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

1. Variable starting and ending times;
2. Compressed work week, such as four (4) ten (10) hour days;
3. Other flexible hour concepts;
4. Schedule adjustments for pre-scheduled medical appointments shall be made only by mutual agreement. It is understood that the Employer's refusal is not grievable;
5. The trading of shifts for pre-scheduled medical appointments shall be by mutual agreement. The refusal of the Employer is not grievable.

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

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

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

There shall be no split shifts for full-time employees.

### **13.15 - Emergency Leave**

#### **A. Weather Emergency**

Employees directed not to report to work or sent home due to a weather emergency as declared by the Director of the Department of Public Safety, shall be granted leave with pay at regular rate for their scheduled work hours during the duration of the weather emergency. The Director of the Department of Public Safety is



the Governor's designee to declare a weather emergency which affects the obligation of State employees to travel to and from work. Employees required to report to work or required to stay at work during such weather emergency shall receive their total rate of pay for hours worked during the weather emergency. In addition, employees who work during a weather emergency declared under this Section shall receive a stipend of eight dollars (\$8.00) per hour worked.

An emergency shall be considered to exist when declared by the Employer, for the county, area or facility where an employee lives or works.

For the purpose of this Section, an emergency shall not be considered to be an occurrence which is normal or reasonably foreseeable to the place of employment and/or position description of the employee.

Each year, by the first day of October, all Agencies must create and maintain a list of essential employees. Essential employees are those employees whose presence at the work site is critical to maintaining operations during any weather emergency. Essential employees normally consist of a skeletal crew of employees necessary to maintain essential office functions, such as those State employees who are essential to maintaining security, health and safety, and critical office operations.

Employees who are designated as essential employees shall be advised of the designation and provided appropriate documentation. Essential employees shall be advised that they should expect to work during weather emergencies unless otherwise advised. However, they are not guaranteed work. Nothing in this Section prevents an appointing authority from using his or her discretion in sending essential employees home or instructing them not to report for work once a weather emergency has been declared. Essential employees who do not report when required during an emergency must show cause that they were prevented from reporting because of the emergency. During the year, extreme weather conditions may exist and roadway emergencies may be declared by local sheriffs in certain counties, yet no formal weather emergency is declared by the Governor or designee and State public offices remain open. Should this situation occur, Agency Directors and department heads are encouraged to exercise their judgment and discretion to permit non-essential employees to use any accrued vacation, personal or compensatory leave, if such employees choose not to come to work due to extenuating circumstances caused by extreme weather conditions. Non-essential employees with no or inadequate accrued leave may be granted leave without pay. Nothing in this Section prevents an appointing authority from using his/her discretion to temporarily reassign non-essential employees to indoor job duties, consistent with their job classification, so that such employees are not performing unnecessary road or travel-related duties during days or shifts of especially inclement weather.

**B. Other Than Weather Emergency**

Employees not designated essential may be required to work during an emergency. When an emergency, other than weather emergency, is declared and leave is granted, such leave is to be used in circumstances where the health or safety of an employee or of any person or property entrusted to the employee's care could be adversely affected. Payment for hours worked for other than weather emergencies shall be pursuant to Section 13.15 (A) above.

**13.16 - Time Clocks**

The Employer shall not add time clocks, unless the Union has been served notice and the Agency has engaged in discussions with the Union. During the term of this Agreement, upon request of either party, the parties agree to establish a joint Labor/Management Committee for the purpose of examining the impact of an automated State payroll system upon this Agreement and developing recommendations for the implementation of such a system.

**ARTICLE 14 – RESERVED FOR FUTURE USE<sup>1</sup>**

**~~QUALITY SERVICES THROUGH PARTNERSHIP~~**

**~~14.01 – Statement of Principle~~**

~~The Employer and the Union are mutually committed to continual improvement of quality State provided services through a joint partnership involving Union leaders and staff and the bargaining unit members they represent, Agency Directors and their Agency Management staff at all levels of their organizations. This partnership of Union and Management shall be known as the Quality Services through Partnership (QStP). The principles of this Article shall apply in all quality improvement processes utilized in Agencies with OCSEA bargaining unit employees. QStP will be jointly developed, implemented and monitored. It is recognized by the parties that QStP is a separate process from the normal collective bargaining and contract administration procedures. The purpose of QStP program will be to establish a quality work culture and environment which allows for a collaboration of Management and bargaining unit talents through use of the quality processes and procedures to develop and deliver quality services through Union and Management teamwork and employee involvement and empowerment. As a result of their mutual commitment to improving quality services, the parties agree that quality outcomes and improvements resulting from QStP will not be used as the basis or rationale for layoffs.~~

**~~14.02 – Scope of Activities~~**

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

<sup>1</sup> Deleted "Quality Services Through Partnership (QStP)" - in the employer's opinion QStP has already been replaced with "LeanOhio" QStP was a program that included the union as a full partner in both policy development and implementation while LeanOhio is a program that has a more limited role for the union. While union members may participate in a Kaizen event, the union is not a partner in the LeanOhio program.

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

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

**14.03 – Steering Committees**

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

Steering Committees at each level will have the responsibility for the development of plans and activities for the implementation of principles and processes described in Section 14.01, as well as the review of plans developed by subordinate Steering Committees and the oversight of QStP activities within their jurisdiction. QStP issues and matters which are not resolved at the Steering Committee level may be referred to the next higher Steering Committee level for assistance and advice.

**14.04 – Training**

Training for all managers, supervisors, employees and Union leaders and staff in the concepts, skills and techniques of the QStP processes and procedures will be conducted at the Employer's expense. It is the intent of this Agreement that insofar as it is practical, bargaining unit leadership and their exempt counterparts (e.g., local Union President and officers and Agency CEO or Director or Assistant Director and Deputies will attend the same training). Whenever possible, the training in QStP matters will be presented by a joint Union/Management team, members of which will be designated by each party. The training will consist of the training offered or authorized through the State Office of Quality, as authorized by the Joint Steering Committee.

**14.05 – Employment Security Assurances**

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

**ARTICLE 15 – EMPLOYMENT SECURITY<sup>1</sup>**

<sup>1</sup> No change.

As a product of the joint efforts of the State and OCSEA, the following advisory groups will operate to address matters of mutual concern regarding employment security and/or assistance to dislocated or disabled workers:

A. Joint Statewide Employment Security Committee

The Joint Statewide Employment Security Committee shall continue to function as an oversight committee on the following matters:

1. Exploring alternate employment opportunities within each Agency for employees, from that Agency or other Agencies, who are disabled as a result of performance of their duties.

The Joint State/OCSEA Committee on Employment Security shall consist of not more than five (5) representatives from the Union and not more than five (5) representatives from the State. The committee will meet as needed and members will be released with pay, to include travel time, from their regularly scheduled work hours.

B. Dislocated Worker Programs

To the extent that funding through Rapid Response, or other funding source, is sufficient to support such efforts Worker Adjustment Committees and Regional Worker Adjustment Committees shall continue.

1. Worker Adjustment Committees

In the event of an anticipated layoff at a workplace, institution or single Agency where the number of employees displaced will exceed fifty (50), the State and OCSEA will jointly establish a Worker Adjustment Committee which will operate consistent with any applicable federal laws. The purpose of this committee will be to develop and implement assistance programs for displaced State employees including, but not limited to, career counseling, resume writing, job search skills development and assistance, job retraining, planning and preparation for employability, especially with other State Agencies. The committees shall be composed of an equal number of representatives from the Union and the Employer and members will be released with pay, to include travel time, from their regularly scheduled work hours.

## 2. Regional Worker Adjustment Committees

The six (6) Regional Worker Adjustment Committees (RWAC) shall continue to function with the goal of assisting those State employees who are displaced and are not covered by a Worker Adjustment Committee as described above, (i.e., the number of employees to be displaced does not reach the threshold of fifty (50) employees in a single Agency, work place or institution). The purpose of these committees will be to develop and implement assistance programs for displaced State employees within the region, including but not limited to, career counseling, resume writing, job search skills development and assistance, job retraining, planning and preparation for employability, especially with other State Agencies. Each committee shall be made up of an equal number of representatives from the Union and the Employer and members will be released with pay, to include travel time, from their regularly scheduled work hours.

## C. Transitional Work Programs

Each Agency may elect to form a joint committee (or to utilize its Health and Safety Committee) to explore alternative employment opportunities within that Agency, or other Agencies, for employees who are disabled. These committees shall have the authority to discuss only those matters contained in this Article. These committees shall have no authority to amend or negotiate any matter, but may make recommendations regarding such matters. Each committee shall be made up of an equal number of representatives from the Union and the Employer and members will be released with pay, to include travel time, from their regularly scheduled work hours.

# ARTICLE 16 – SENIORITY

## 16.01 - Definitions

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

- A. "State seniority" - the total OCSEA bargaining unit seniority credits accrued since the employee's last date of hire with the State, except as modified by Section 16.02.
- B. "Institutional seniority" - the total seniority credits accrued since the employee's last date of hire or transfer into the specific institution where the employee is currently employed **EXCEPT THAT AN EMPLOYEE SHALL RETAIN HIS/HER CURRENT INSTITUTIONAL SENIORITY IN CASES WHERE THE EMPLOYEE BUMPS, IS DISPLACED, OR IS PLACED INTO ANOTHER INSTITUTION IN ACCORDANCE WITH ARTICLE 18 SUBSEQUENT TO JULY 1, 2015.<sup>1</sup> IF SUCH AN EMPLOYEE LATER TRANSFERS IN ACCORDANCE WITH ARTICLE 17 WITHIN ONE YEAR OF PLACEMENT, AND SUCH TRANSFER IS TO THE GEOGRAPHIC JURISDICTION OF THE EMPLOYEE'S PRIOR INSTITUTION, THE EMPLOYEE SHALL RETAIN HIS/HER CURRENT INSTITUTIONAL SENIORITY. GEOGRAPHIC JURISDICTION FOR PURPOSES OF THIS SECTION SHALL BE BOTH THOSE JURISDICTIONS SET FORTH IN APPENDIX J AND IN OAC 123:1-41-13 (AS DETERMINED BY THE COUNTY WHERE THE EMPLOYEE'S FORMER INSTITUTION WAS LOCATED).~~2~~; except that in the Department of Rehabilitation and Correction and the Department of Youth Services transfer of institutional seniority credits into newly activated institutions shall be as follows:**
1. Bargaining unit employees who are transferred through the thirtieth (30<sup>th</sup>) day after the first youth or inmate (other than cadre) arrives shall carry with them their institution seniority credits;
  2. Bargaining unit employees who are transferred after the thirtieth (30<sup>th</sup>) day from the time the first youth or inmate (other than cadre) arrives shall not be permitted to transfer institution seniority credits.
- C. "Seniority credit" - the total number of pay periods during which an employee held or had a right to return to a bargaining unit position, including periods of absence resulting from suspension, leaves of absence whether paid or unpaid, disability leave, leave for periods of Workers' Compensation (up to three (3) years), and layoff (for as long as the employee remains on the recall list). Part-time employees experiencing similar periods of absence shall be credited with seniority at a rate determined by the average hours in active pay status during their last six (6) full pay periods.

<sup>1</sup> If the Employer abolishes jobs or closes institutions on or after July 1, 2015, in agencies where Institutional seniority is used, employees displaced in accordance with Article 18 will carry over their Institutional seniority to their new institution.

<sup>2</sup> After July 1, 2015, if an employee transfers in accordance with Article 17 within one year of their prior Article 18 movement, their Institutional seniority will continue to carry over if the transfer is within the geographic jurisdiction they were in when their Article 18 movement occurred.

Except as provided under Section 16.02, continuous service will be interrupted only by resignation, discharge for just cause, disability separation, failure to return from a leave of absence or failure to respond to a recall from layoff. An employee who resigns to take a position with another State Agency, Board or Commission in a higher, same, or lower pay range and is hired within sixty (60) days has not experienced a break in seniority and service credits during the sixty (60) days.

Each full-time employee shall be credited with one (1) seniority credit for each pay period of continuous service. Part-time ~~and fixed-term seasonal~~<sup>3</sup> employees will be credited with .0125 seniority credit for each non-premium hour of compensation in each pay period not to exceed one (1) seniority credit in a pay period. Service credit shall be computed in years and days as is the past practice and shall be credited for all periods for which "seniority credits" are granted.

<sup>3</sup> Housekeeping.

## 16.02 - Exceptions

### A. Return from Disability Separation/Disability Retirement

An employee who makes application for reinstatement within two (2) years from the date of disability separation or five (5) years **WITHIN THE STATUTORILY ALLOWED TIME**<sup>4</sup> from the date of disability retirement and is properly reinstated shall receive seniority credits and service credits for the period of disability separation/or disability retirement.

### B. Non-Bargaining Unit Service

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

<sup>4</sup> Housekeeping.

Agreement, temporary working level assignments and assignments to interim positions - shall not be included in the determination of seniority credits but shall be counted for service credits.

#### C. Initial Probationary Period

An employee in an initial probationary period shall have no seniority until completion of his/her probationary period. Upon the completion of said probation, the employee will acquire seniority from his/her original date of hire. An employee who has a continuous period of temporary, interim, intermittent or seasonal employment prior to receiving permanent appointment shall acquire seniority for such time only if that permanent appointment occurred prior to July 1, 1989.

#### D. Contiguous Intermittent Period

An intermittent employee's seniority is zero (0). If an intermittent employee is hired into a permanent position in any State Agency, Board, or Commission, the intermittent employee shall receive seniority credits for time worked as an intermittent up to one thousand (1,000) hours. However, no seniority credit will be given for any period prior to June 18, 2009. An intermittent who takes a position with any State Agency, Board or Commission subject to this Agreement who is hired within sixty (60) days of the termination of the intermittent status has not experienced a break in seniority and service credits during the sixty (60) days.

### 16.03 - Ties

Ties in State seniority shall be broken in the descending numeric order of the last four (4) digits of the employee's social security number. However, the posted seniority list will display the last four (4) digits of Employee STATE OF OHIO USER<sup>5</sup> ID number. The highest number will be 9999 and the lowest will be 0000. Any remaining ties will be broken by lot. Ties in institutional seniority shall be broken in the order of State seniority.

<sup>5</sup> Housekeeping.

Where the relative ranking of seniority has been previously established and accepted by any means such relative ranking shall not be changed. However, where additional ties are created by personnel actions, e.g., transfers, bumpings, reassignments, recall, etc., the employee list will be regenerated using the last four (4) digits of all tied employees' social security number. The additional employees will be inserted into the list pursuant to their last four (4) digits of the social security numbers in descending numeric order. The list will then be maintained utilizing the employee STATE OF OHIO USER<sup>6</sup> ID number.

<sup>6</sup> Housekeeping.

### 16.04 - Seniority Rosters

Quarterly, the Employer shall prepare a roster of all bargaining unit employees in an institution, geographic jurisdiction or Agency as appropriate. The roster will list employees in descending order of State seniority credits and will contain each employee's name, State seniority credits, and Institutional seniority credits if applicable. Seniority rosters will be provided to the Chapter President or Assembly President and posted in the work areas of affected employees. Where available, the Employer may provide an electronic posting of the roster in lieu of a paper roster. Each employee's individual employee seniority credits will be displayed on the employee's earnings statement.

### 16.05 - Statewide Seniority Credit Tribunal

The parties agree to establish<sup>7</sup> a Statewide Seniority Credit Tribunal (Tribunal) to ~~SHALL~~<sup>8</sup> review seniority credit totals which may have been affected by issues including, but not limited to, transfers, promotions, demotions, prior service conversions, etc. The Tribunal shall be composed of two (2) OCSEA bargaining unit members, a representative from OCB and a representative from OCSEA. **DECISIONS OF THE TRIBUNAL SHALL BE FINAL AND BINDING AND SHALL BE ENTERED INTO OAKS.**<sup>9</sup>

<sup>7</sup> Housekeeping.

<sup>8</sup> Housekeeping.

~~Beginning May 15, 2009, all bargaining unit employees shall be notified to review their seniority credits for any discrepancies. A copy of the seniority list showing each employee's name, date of hire and seniority credits, shall be provided to each Chapter President. Discrepancies shall be brought to the attention of the appropriate Agency employee by the affected employee or chapter designee for review and possible correction by completing a "Seniority Credit Discrepancy Form" (SCD). In the event no change is made or the affected employee or chapter designee believes that further change is warranted, the completed SCD form shall be forwarded to the Tribunal for disposition.~~

<sup>9</sup> Any decision made by the Seniority Tribunal will be final and the results must be entered into OAKS.

~~All SCD forms must be received by the Tribunal no later than September 1, 2009. Forms received after this date will be directed to an NTA process.~~<sup>10</sup>

<sup>10</sup> Housekeeping

The Tribunal shall meet on an "as needed" basis to address seniority credit issues. Tribunal time shall be the same as time under Article SECTION 3.03. The decisions of the Tribunal shall not be grievable. An appeal of a Tribunal decision may be filed with the Tribunal along with additional information. If any modification to the calculation is made, a new notice of decision will be issued. Otherwise, no other action shall be taken. The Tribunal shall review all forms **DOCUMENTS**<sup>11</sup> received and obtain any additional information, including EHOCS/PAs, necessary to make a decision. A written decision shall be sent to the affected employee, the Union representative and the appropriate Agency employee.

<sup>11</sup> Housekeeping

In the event that non-bargaining unit employees enter the bargaining unit, the Union shall contact the Tribunal to review and verify those employees' seniority credits. This review is to be initiated within six (6) pay periods of the pay period in which the Union is notified of the personnel action.

In the event that an Agency has a large number of seniority credit issues as the result of a reorganization, layoff, merger, etc., the Agency may establish an Agency-wide tribunal which shall utilize the guidelines and procedures **CONTAINED IN THIS COLLECTIVE BARGAINING AGREEMENT** for determining OCSEA seniority credits established by the Statewide Tribunal. This process may also be utilized to remedy seniority issues brought to light during vacation canvasses, and/or Pick-A-Post Committees. Where the parties are unable to resolve the issue(s), a Seniority Credit Discrepancy (SCD) form shall be completed **THE ISSUES SHALL BE REDUCED TO WRITING**<sup>12</sup> and forwarded to the Statewide Tribunal for final determination.

<sup>12</sup> Housekeeping

Additionally, the Statewide Tribunal shall create a flow chart to process issues related to processing the seniority credit accruals.

In the event a grievance involving seniority credits has been filed under Article 25, the grievance shall be identified and attached to the SCD form and forwarded to the Statewide Tribunal for processing. ~~Forms with~~ **Grievances attached**<sup>13</sup> shall be given priority in processing by the Tribunal.

<sup>13</sup> Housekeeping

## ARTICLE 17 – PROMOTIONS, TRANSFERS, DEMOTIONS AND RELOCATIONS

### 17.01 - Policy

The Employer retains the right to determine which vacancies to fill by either 1) permanent transfer pursuant to Section 17.07; or 2) promotion, transfer or demotion. The determination of an excess is a Management right per Article 5 and is non-grievable and shall not be used to dispute the rationale for job abolishments and/or layoffs in Article 18.

The Employer retains the right to move an employee within the same facility and change the employee's job duties provided that the job duties fall within the employee's current classification specification.

The Employer has the right to move employees and positions through permanent relocations pursuant to Section 17.08.

### 17.02 - Definitions

- A. "Permanent transfer" is the movement of an employee in the same classification, to a posted vacancy within the same Agency from either one county to another or from one institution to another.
- B. "Promotion" is the movement of an employee to a posted vacancy in a classification with a higher pay range within the same Agency. A higher pay range is defined as a pay range in which the first step or the last step has a higher pay rate than the first or last step of the pay range to which the employee is currently assigned.
- C. "Permanent relocation" is the movement of an employee and his/her position to another location within the same headquarters county. Relocations do not constitute the filling of a vacancy.
- D. "Headquarters county" is the county in which the employee is employed.
- E. "Vacancy" is an opening in a permanent full-time or permanent part-time position within a specified bargaining unit covered by this Agreement which the Agency determines to fill and does not include those positions identified through mutual agreement between the Union and the Agency as being subject to reorganization, changes in appointment category (type), or a movement that constitutes a demotion.

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

- 1. Permanent transfer as set forth in Section 17.07;
  - 2. Bumping or displacement as set forth in Article 18;
  - 3. Recall as set forth in Article 18;
  - 4. Reemployment as set forth in Section 18.13;
  - 5. Cross geographical jurisdiction bidding as set forth in Section 18.12;
  - 6. Promotion as set forth in Article 17;
  - 7. Lateral transfer as set forth in Article 17 and;
  - 8. Demotions as set forth in Article 17.
- F. "Lateral transfer" is defined as an employee-requested movement to a posted vacancy within the same Agency which is in the same pay range as the classification the employee currently holds.
  - G. "Demotion" is defined as the movement of an employee to a position in a classification with a lower pay range within the same Agency. 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.
  - H. "Inter-Agency Transfer" is defined as an employee-requested movement to a posted vacancy in a different Agency. Should the employee be selected for an inter-Agency transfer to a position with a higher pay range than that currently held by the employee, the employee shall be placed in the step to guarantee an increase of approximately four percent (4%). Should the employee be selected for an inter-Agency transfer to a position in the same pay range currently held by the employee, the employee shall be placed in the same step of the pay range. Should the employee be selected for an inter-Agency transfer to a position in a lower pay range than that currently held by the employee, the employee shall be placed in the step closest to but not to exceed the step currently held by the employee. Nothing in this Section precludes the Employer from utilizing an advance step placement at its discretion.

### 17.03 - Posting

All vacancies within the bargaining units that the Agency intends to fill shall be posted ~~in a conspicuous manner throughout the region, district or state as defined in Appendix J~~ **ON THE OHIO HIRING MANAGEMENT SYSTEM (OHMS OR CAREERS.OHIO.GOV)**.<sup>1</sup> In cases of vacancies that are to be filled by permanent transfer(s), the vacancies shall be posted **POSTING SHALL LIST THE<sup>2</sup>** only in areas of declared excess. The Agencies shall declare on the vacancy posting its intent to fill by 1) permanent transfer or 2) by promotion, transfer or demotion. Further, vacancy notices will list the deadline for application, pay range, class title and shift where applicable, the knowledge, abilities, skills, and duties as specified by the position description. If the Employer has designated the position as Data Security Sensitive, the vacancy notice will also list if the final applicant will be required to successfully complete a background check. Vacancy notices shall be posted for at least ten (10) days. Posted vacancies shall not be withdrawn to circumvent the Agreement. Should the initial applicant fail to successfully complete the probationary period the Employer may, within one hundred eighty (180) days of awarding the position, repost or select from the remaining pool of applicants for the position from the original posting.

The Employer will cooperate with the Union to make job vacancies known beyond the required areas of posting. Application processes shall not be changed without mutual agreement.

### 17.04 - Applications

Employees may file timely applications **THROUGH THE OHIO HIRING MANAGEMENT SYSTEM (OHMS OR CAREERS.OHIO.GOV)** for permanent transfers, promotions, lateral transfers or demotions. Applicants must specify on the application how they possess the minimum qualifications for the position. **PAPER APPLICATIONS SHALL ONLY BE ACCEPTED FOR VACANCIES IN THE DEPARTMENT OF DEVELOPMENTAL DISABILITIES.**<sup>3</sup> Upon receipt of all bids the Agency shall divide them as follows:

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

<sup>1</sup> All vacancies will now be posted on the Ohio Hiring Management System (OHMS) or careers.ohio.gov.

<sup>2</sup> All postings shall list the areas of declared excess.

<sup>3</sup> All applications must be submitted online through the OHMS or careers.ohio.gov. Paper applications are no longer accepted except within the Department of Developmental Disabilities (DODD).

and are proficient in the minimum qualifications contained in the classification specification and the position description.

3. All other employees within the geographic district of the Agency (see Appendix J) where the vacancy is located, who possess and are proficient in the minimum qualifications contained in the classification specification and the position description.
4. All other employees of the Agency, including intermittents.
5. All other employees of the State (Inter-Agency Transfer).

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

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

An employee who fails to complete the probationary period for a position shall be restricted from bidding on the same classification for six (6) months from date employee probationarily demoted. In the Environmental Protection Agency (EPA) and Public Utilities Commission of Ohio (PUCO), the bidding restriction for failure to complete a probationary period shall only apply to the same classification within the same division.<sup>4</sup>

<sup>4</sup> Moved in its entirety below.

An employee shall be permitted to bid on a job vacancy while receiving Workers' Compensation, OIL, Salary Continuation, or disability leave benefits, but shall not be eligible to fill the vacancy unless the date for the employee's return to duty is prior to or coincides with the date the job is to be filled.

**AN EMPLOYEE WHO FAILS TO COMPLETE THE PROBATIONARY PERIOD FOR A POSITION SHALL BE RESTRICTED FROM BIDDING ON THE SAME CLASSIFICATION FOR SIX (6) MONTHS FROM DATE EMPLOYEE PROBATIONARILY DEMOTED. IN THE ENVIRONMENTAL PROTECTION AGENCY (EPA) AND PUBLIC UTILITIES COMMISSION OF OHIO (PUCO), THE BIDDING RESTRICTION FOR FAILURE TO COMPLETE A PROBATIONARY PERIOD SHALL ONLY APPLY TO THE SAME CLASSIFICATION WITHIN THE SAME DIVISION.<sup>5</sup>**

<sup>5</sup> Moved in its entirety from above.

#### 17.05 - Selection

If the vacancy is a Data Security Sensitive position that requires the passing of a background check, the Employer may deny the final applicant the position based on the results of the background check.

If the position is in a classification which is assigned to pay ranges one (1) through seven (7) and pay ranges twenty-three (23) through twenty-seven (27), the job shall be awarded to the qualified employee with the most State seniority unless the Agency can show that a junior employee is demonstrably superior to the senior employee. As permitted by law, affirmative action shall be a valid criterion for determining demonstrably superior.

If the position is in a classification which is assigned to pay ranges eight (8) through twelve (12) or twenty-eight (28) or higher, the job shall be awarded to an eligible bargaining unit employee on the basis of qualifications, experience, education and active disciplinary record. For purposes of this Article, disciplinary record shall not include oral or written reprimands. When these factors are substantially equal State seniority shall be the determining factor.

**ANY EMPLOYEE WITH AN ACTIVE SUSPENSION ISSUED AFTER MAY 15, 2015, SHALL HAVE NO RIGHTS TO GRIEVE NON-SELECTION.<sup>6</sup>**

~~INTERVIEWS SELECTION DEVICES (E.G. STRUCTURED INTERVIEW, WRITTEN TEST, PHYSICAL ABILITY, ETC.) may be scheduled USED at the discretion of the Agency. Such interviews may cease when an applicant is selected for the position.<sup>7</sup>~~

<sup>6</sup> An employee with an active suspension that is issued after May 15, 2015 will not be able to grieve their non-selection. Oral and written reprimands are not included.

<sup>7</sup> Reflects current practice.

- A.
  1. The Agency shall first review the bids of the applicants from within the office, county or "institution."
  2. If no selection is made in accordance with the above, then the Agency will first consider those employees filing bids under Sections 17.04 (2) and 17.04 (3). Employees bidding under Sections 17.04 (4) shall have grievance rights through Step Three to grieve non-selection. Employees bidding under Sections 17.04 (5) shall have no rights to grieve non-selection.
  3. If a vacancy is not filled as a promotion pursuant to Sections 17.04 and 17.05, bids for a lateral transfer shall be considered. Consideration of lateral transfers shall be pursuant to the criteria set forth herein. The Agency shall consider requests for lateral transfers before considering external applications. Employees bidding under Section 17.04 (4) shall have grievance rights through Step Three. Employees bidding under Section 17.04 (5) shall have no rights to grieve non-selection. The successful applicant shall possess and be proficient in the minimum qualifications of the position description and the classification specification. If there are multiple applicants, the selection will be made from the most senior applicant who meets minimum qualifications as stated above.
  4. If a vacancy is not filled as a promotion pursuant to Sections 17.04 and 17.05 or by lateral transfer, bids for demotions shall be considered. Employees bidding under Section 17.04 (4) shall have grievance rights through Step Three. Employees bidding under Section 17.04 (5) shall have no rights to grieve non-selection.
- B. In institutions lateral transfers shall be accomplished as follows:
  1. No more than ten percent (10%) of the bargaining unit employees in an institution, as determined by the Table of Organization, may make lateral transfers out of that institution in a calendar year.
  2. The number of bargaining unit vacancies in an institution during the previous calendar year shall be determined in the first week of January of each year. Ten percent (10%) of that number shall be determined by rounding up, and that number plus ten percent (10%) of any new vacant positions added to the Table of Organization, shall be used to determine the maximum number of vacancies that the institution shall be required to accept by lateral transfer during the ensuing year.
  3. In the Department of Rehabilitation and Correction during the first twelve (12) months of operation, each newly activated institution will be required to fill the first thirty percent (30%) of their posted vacancies through lateral transfers from other institutions. (Additional vacancies may be filled by lateral transfers at Management's discretion.) Thereafter, such institution shall accept lateral transfers in the same manner as all other institutions.
  4. This Section shall not modify work areas or the application of Pick-A-Post Agreements.

#### 17.06 - SELECTION DEVICES/Proficiency Instruments/Assessments

The Employer may use SELECTION DEVICES, proficiency testing and/or assessments to determine if an applicant meets minimum qualifications and, if applicable, to rate applicants pursuant to Section 17.05. SELECTION DEVICES,

Proficiency tests or other assessments shall be released only to a Union designee **THE GENERAL COUNSEL OF OCSEA OR A SPECIFICALLY NAMED DESIGNEE IDENTIFIED IN WRITING TO OCB,**<sup>8</sup> who is not an employee of the State of Ohio, that **AND WHO** will use a review process that assures maintenance of security and integrity of the test. **IF THE SELECTION DEVICE, PROFICIENCY TEST OR OTHER ASSESSMENT IS USED AS EVIDENCE IN AN ARBITRATION HEARING, IT WILL ONLY BE SUBMITTED TO THE ARBITRATOR IN CAMERA OR UNDER SEAL, PROVIDED THE SUBMISSION SHALL NOT IMPAIR THE UNION'S RIGHT TO USE EVIDENCE SUBMITTED IN CAMERA OR UNDER SEAL IN THE GRIEVANCE AND ARBITRATION PROCESS.**<sup>9</sup>

<sup>8</sup> Housekeeping

<sup>9</sup> Selection devices used as evidence in an arbitration hearing will be submitted to the arbitrator in camera or under seal in order to protect the confidentiality of all selection devices.

#### 17.07 - Permanent Transfers

- A. When it is determined by the Employer that a vacancy exists in a classification for which there are excessive employees located in an institution or in counties other than the headquarters county of the vacant position, then the permanent transfer vacancy posting process may be utilized. In this case, only employees in the same classification as the posted vacancy located in the declared areas of excess shall be eligible to apply for the vacancy. Applications shall be listed according to those in the same classification who possess and are proficient in the minimum qualifications of the classification specification and position description of the posted position in descending order of the most senior to the least senior. The applicant who possesses and is proficient in the minimum qualifications of the classification specification and position description and has the most seniority shall be selected.
- B. The successful applicant(s) for all permanent transfers shall serve a trial period equivalent to one-half (1/2) the probationary period that corresponds to the classification of the vacancy as listed in Section 6.01. During this trial period, the Employer maintains the right to place the employee back in the previous site prior to the transfer if the employee fails to perform the job requirement of the new position to the Employer's satisfaction.
- C. Each Agency will identify the areas deemed to be in excess and will notify the Union of excesses as soon as practicable. Notices to the Union of a layoff or job abolishment shall be considered adequate notice of an excess.

Each Agency, with the Office of Collective Bargaining's approval, may negotiate with the Union to establish a procedure for the permanent transfer of positions and personnel.

#### 17.08 - Permanent Relocation

Permanent relocations do not apply where there are Pick-A-Post and/or Work Area Agreements.

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

Permanent relocations shall function as follows:

- A. The Agency shall canvass the areas of excess for volunteers to move to the area of need. This canvass shall be accomplished by a posting of the relocation opportunity for three (3) workdays.
- B. The Agency shall relocate the volunteer that possesses and is proficient in the minimum qualifications and has the most seniority.
- C. If there are no volunteers in the area(s), the Agency may relocate the employee with the least seniority who possesses and is proficient in the minimum qualifications of the classification specification in the position description, to the area of need.
- D. In cases of involuntary relocation, the employee has a preferential right to return to the previous job site from which he/she was relocated for up to one (1) year, provided that there is a need or a posted vacancy in the same classification as the relocated employee.
- E. The permanently relocated employee shall only be relocated to perform duties appropriate to the same classification which he/she holds. Such relocation(s) do not constitute the creation or filling of a vacancy pursuant to Section 17.02.

Each Agency, with the Office of Collective Bargaining's approval, may negotiate with the Union to establish a procedure for the relocation of positions and personnel.

#### 17.09 - Nepotism

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

#### 17.10 - ODOT Temporary Work Assignment

Nothing herein will circumvent provisions of the 1,250 hour temporary work assignment referenced in Paragraph D of the ODOT Agency Specific Agreement.

## ARTICLE 18 – LAYOFFS<sup>1</sup>

<sup>1</sup> No change.

#### 18.01 - Layoffs

Layoffs of employees covered by this Agreement shall be made pursuant to ORC 124.321-.327 and Administrative Rule 123:1-41-01 through 22, except for the modifications enumerated in this Article.

#### 18.02 - Guidelines

Retention points shall not be considered or utilized in layoffs. Performance evaluations shall not be a factor in layoffs. Layoffs shall be on the basis of inverse order of State seniority. After the formal notice of layoff has been issued, an employee may volunteer to accept a layoff up until two weeks prior to the effective date of the layoff or the date of the paper layoff. If employees volunteer to accept a layoff after the date of the paper layoff, the results of the paper layoff will be implemented.

If the affected employee is not qualified to perform the duties of the least senior person, the employee will be able to displace the next least senior person to a position he/she is qualified to perform.

An employee shall not be required to accept a position with a lesser appointment type until the employee has had the opportunity to exercise displacement rights pursuant to 18.04. This does not prevent an employee in a part-time appointment category from bumping an employee in a full-time category.

For purposes of this Article “classification series” is defined as those classifications with the same first four digits of the classification series number.

At any time, an employee can choose to accept a vacancy in lieu of bumping. Employees must exhaust all available bump options in their appointment type including vacancies before they are eligible to displace in the Agency geographic jurisdiction.

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

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

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

#### **Paper Layoff**

The Employer shall execute a layoff by identifying a time period when all potentially affected employees can exercise their order of displacement before implementation of the “paper layoff.” All affected employees shall exercise their order of displacement in writing so that once the “paper layoff” is implemented, employees shall assume their new positions or be placed on the recall list.

The parties agree to establish an operations area that can be used to coordinate the layoff and related personnel transactions during the time period when employee assignments will be confirmed. This operations area will include necessary Management and the Union representatives. OCSEA staff representatives may also be in attendance.

This procedure shall provide for the following:

- A. The Employer and the Union will share all information about the order of displacement and will make all reasonable efforts to assure that each employee receives this notice and returns the order of displacement form.
- B. All potentially affected employees will be given and will complete an Order of Displacement Form that identifies potential options including the appointment type. Employees will be given five (5) working days to return the form. Copies of the form will be sent by the Employer to the Union.
- C. All operations areas will have a specific schedule that will be made known to all representatives and employees.
- D. All employees will be advised that they will receive written notice of their final status when the displacement process is completed.
- E. If an employee has not completed the Order of Displacement Form and cannot be reached within fifteen (15) minutes, a Union designee will make a selection on the employee’s behalf. The selection shall be based on the criterion set forth in this Article. This choice will be final.
- F. At the time the Order of Displacement Form is given to affected employees, the appropriate seniority list in regards to Appendix J shall be made available to the employees for review when completing the Order of Displacement Form.

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

The affected employee may bump the least senior employee in an equal or lower position in the same, similar or related class series within the same office, institution or county (see Appendix I). Displacement shall occur in the following manner:

- A. Bump the person with the least State seniority in the same classification title.
- B. Bump the person with the least State seniority in a classification in the same or equal pay range.
- C. Bump the person with the least State seniority in the next lower classification title in the classification series from which they were displaced.
- D. Bump the person with the least State seniority in a classification in the same or equal pay range of the classification title used in Section 18.04 (C), in descending order.

If there are no Agency specific or local agreements to the contrary, employees covered by Work Area Agreements will be canvassed.

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

If the affected employee is unable to bump within the office, institution or county, then the affected employee may bump the least senior employee in an equal or lower position in the same, similar or related classification series (see Appendix I) and within the appropriate geographic jurisdiction of their Agency (see Appendix J) in accordance with 18.04, except that the manner of bumping is modified as follows:

- A. Affected employees will be asked to prioritize the location(s) pursuant to Appendix J where bumping options may be available.
- B. Once the affected employee has identified priorities per Appendix J, the employee shall bump into a vacancy in the same classification and appointment type. If no vacancy is available in the same classification and appointment type in prioritized location(s), then the order of bumping identified in Section 18.04 shall be followed.
- C. Once prioritized locations are identified, employees will be first offered displacement opportunities in accordance with Section 18.04 in descending order in their first two (2) prioritized location(s). Displacement into the first two (2) prioritized location(s) shall be organized by appointment type and in accordance with Section 18.04:
  1. Full-time employees shall have the option to displace lesser appointment categories in descending order only if no full-time options are available.
  2. Employees who cannot displace in their current appointment category can displace a least senior employee starting with full-time and then other appointment types in descending order except as modified by Agency Specific Agreements.
- D. Once the affected employee has identified priorities for Appendix J and has exhausted options in paragraph C above, the employee shall bump into a vacancy in the same classification and appointment category in the remaining selected locations. If no vacancy is available, then the order of bumping identified in Section 18.04 shall be followed.



#### **18.06 - Previously Held Classifications**

If the affected employee has exhausted all of his/her bumping rights as set forth in Sections 18.04 and 18.05, then the affected employee shall have the option to bump the least senior employee in the classification, within the geographic jurisdiction as defined by Appendix J, which the affected employee had most recently held within the five (5) year period in the chronological order that other classifications were previously held.

#### **18.07 - Bumping Outside the Unit**

- A. Bargaining unit employees shall first exhaust all bumping rights under Sections 18.04, 18.05 and 18.06. If no bumps are available, they may bump outside the bargaining unit into exempt classifications with lesser appointment category (type) according to the order of layoff provisions found in the Revised Code and Administrative Code and incorporated by reference into this Article.

Bargaining Unit employees who bump exempt positions shall be awarded retention points according to the Code provisions. (See 123:1-41-09)

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

#### **18.08 - Limits**

There shall be no inter-Agency bumping. There shall be no inter-unit bumping except in those cases allowed by current administrative rule or where a class series overlaps more than one (1) unit.

#### **18.09 - Geographic Divisions**

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

#### **18.10 - Classification Groupings**

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

#### **18.11 - Recall**

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

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

Notification of recall shall be by certified mail to the employee's last known address or hand delivered to the employee with proof of receipt. Employees shall maintain a current address on file with the Agency. Recall rights shall be within the Agency and within recall jurisdictions as outlined in Appendix J. If the employee fails to notify the Agency of his/her intent to report to work within seven (7) days of receipt of the notice of recall, he/she shall forfeit recall rights. Likewise, if the recalled employee does not actually return to work within thirty (30) days, recall rights shall be forfeited.

Any employee accepting or declining recall to the same, similar or related classification series and the same appointment category (type) from which the employee was laid off or displaced shall be removed from the recall and reemployment list if recalled to his/her original classification and appointment category (type). Except that any employee declining recall to a different appointment category (type) than that from which he/she was laid off or displaced shall be removed from the recall list for that appointment category (type).

#### **18.12 - Bidding Rights for Employees on Layoff**

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

#### **18.13 - Reemployment**

If the vacancy is not filled pursuant to Section 18.14, then the Employer must offer reemployment rights to the classification from which an employee was laid off or displaced provided the employee is qualified to perform the duties. Such rights shall be for twenty-four (24) months.

Any employee accepting or declining reemployment to the same classification and same appointment category (type) from which the employee was laid off or displaced shall be removed from the recall and reemployment list if reemployed to his/her original classification and appointment category (type). Except that any employee declining reemployment to a different appointment category (type) than that from which he/she was laid off or displaced shall be removed from the recall list for that appointment category (type).

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

Employees who were assigned to a holding classification because they were not performing duties consistent with their classification at the time of the Classification Modernization Study and whose classification held prior to the

Classification Modernization Study still exists, will have reemployment rights to the last classification held prior to assignment to the holding classification.

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

#### 18.14 - Placement

Notwithstanding any other provisions of Article 17, the Union and the Agency or Agencies may agree, in writing, to place an employee to be laid off in an existing vacancy which may not be otherwise available. Such agreement shall take precedence over any other Section/Article of this Agreement. However, such placement shall not result in the promotion of the affected employee. All employees placed into existing vacancies under this Section shall retain recall and reemployment rights pursuant to the provisions of this Article.

#### 18.15 - Service Credits

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

#### 18.16 - Inter-Agency Merger

The State agrees that the Union shall be included in discussions of inter-Agency mergers. The Union will have a role in discussing bargaining unit members' continued employment and other affects on their membership. This paragraph shall not constitute a waiver of any rights.

#### 18.17 - Alternate Procedures

Each Agency, with the Office of Collective Bargaining's approval, may negotiate with the Union to establish procedures for moving positions and personnel in lieu of the procedures in the Article.

#### 18.18 - Layoff Committee

The parties shall each appoint four (4) members to a committee to review, discuss, and examine the layoff process and offer solutions to unforeseen problems that might arise from the application of this Article. The committee shall meet as often as mutually determined that there is a need.

#### 18.19 - Notice to Other Agencies

The State and the Union have a joint interest in providing job security, where possible, to State of Ohio employees. To that end, the Agencies will provide information regarding their current vacancies to the Department of Administrative Services (DAS). This information may be provided on an on-going basis through access to a website listing or by other electronic or written means.

At the time an Agency submits a rationale to implement a layoff, abolishment or closing, a list of affected employees and their classification and headquarters county will be made available to DAS. This list will be provided to all Agencies that utilize the affected classifications. DAS will also provide to the Union, the affected Agencies, and the Statewide Employment Security Committee (Article 15) access to the vacancies identified by the Departments prior to the effective date of the layoff.

Agencies and institutions receiving notice of available job vacancies shall make the information regarding the vacancies available to the employees being laid off.

Any mistakes or omissions regarding this notice provision contained in Section 18.19 are not grievable.

## ARTICLE 19 – WORKING OUT OF CLASS

#### 19.01 - Position Descriptions

New employees shall be provided a copy of their position description. When position descriptions are changed, employees shall be furnished a copy. Any employee may request a copy of his/her current position description and classification specification. **CLASSIFICATION SPECIFICATIONS ARE AVAILABLE ON THE DEPARTMENT OF ADMINISTRATIVE SERVICES' WEBSITE.**<sup>1</sup>

#### 19.02 – Grievance Steps

##### ~~Step One – Filing the Grievance with the Agency Director or Designee~~

If an employee or the Union believes that he/she has been assigned duties not within his/her current classification, the employee or the Union may file a grievance with the Agency Director or designee. The Agency Director or designee shall investigate and issue a decision after review and approval by the Office of Collective Bargaining, within thirty-five (35) **FIFTY (50)** calendar days. A copy of the Director's or designee's decision and a legible copy of the grievance form shall be provided to the grievant and OCSEA Central Office. If the parties mutually agree, a meeting to attempt to resolve the grievance may be held at the grievant's work site prior to the issuance of the decision of the Director or designee. A request by the Office of Collective Bargaining to discuss the resolution of the grievance shall not extend the twenty (20) day period within which the Union has a right to appeal the matter to arbitration under Step Two.<sup>2</sup> If the Director or designee determines that the employee is performing duties which meet the classification concept and which constitute a substantial portion of the duties (i.e., **MORE THAN**<sup>3</sup> twenty percent (20%) or more of the employee's time if to a higher classification or eighty percent (80%) of the employee's time if to a lower classification) specified in another classification specification, the Director shall order the immediate discontinuance of the inappropriate duties being performed by the employee, unless the parties agree to the reclassification of the person and position pursuant to the provisions of this Article. If the duties are determined to be those contained in a classification with a lower pay range than the employee's current classification, no monetary award will be issued.

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

<sup>1</sup> Clarifies that all classification specifications are on the Department of Administrative Services website. Any employee can access class specs to obtain their own copy.

<sup>2</sup> Reflects current practice and timeframes within the electronic grievance system outlined in Article 25.

<sup>3</sup> An employee must now perform duties of a higher classification more than 20 percent of their time.

percent (4%) increase. If the higher level duties are of a permanent nature as agreed to by the Union and the Employer, the employee shall be reclassified to the higher classification.

If the duties are determined to be those contained in a classification with a lower pay range eighty percent (80%) or more of the time than that of the employee's current classification: 1) the Director or designee shall issue an award to cease the assignment of the lower level duties, and take appropriate action to assign duties consistent with the employee's current classification; or 2) the parties mutually agree to reclassify the employee to the lower level classification, the employee may be reassigned to the appropriate classification; or 3) if the duties cannot be assigned by the Employer, other actions, as appropriate, may be initiated under this Agreement. Management shall discuss options with the Union.

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

**IF THE GRIEVANCE IS NOT RESOLVED WITHIN FIFTY (50) DAYS OF FILING OR THE DATE OF AN AGREED UPON EXTENSION, IT WILL BE AUTOMATICALLY ELIGIBLE FOR APPEAL.**<sup>4</sup>

<sup>4</sup> Housekeeping.

#### **Step Two- Appeal to Arbitration ALTERNATIVE DISPUTE RESOLUTION (ADR)**

Grievances which have not been settled **RESOLVED** under the foregoing procedure may be appealed to arbitration **ADR** by the Union by providing a written appeal and a legible copy of the Working Out of Class grievance form to the Deputy Director of the Office of Collective Bargaining within twenty (20) **FIFTEEN (15)** days of the **APPEAL ACTIVATION Step One** answer or the date such answer was due. If the Employer fails to issue the answer and legible copy of the grievance form to the Central Office, †The Union may appeal **SHALL PROPOSE** the grievance to arbitration **FOR ADR** at such time as it discovers such failure to timely answer, but not more than **WITHIN**<sup>5</sup> one hundred twenty (120) days from the original filing of the grievance.

<sup>5</sup> Housekeeping.

The parties shall schedule an arbitrator to determine if an employee was performing the duties which meet the classification concept and consist of a substantial portion of the duties (i.e., **MORE THAN**<sup>6</sup> twenty percent (20%) or more of the employee's time if to a higher classification or eighty percent (80%) of the employee's time if to a lower classification) as specified in the classification specification other than the one to which the employee is currently assigned and for what period of time.

<sup>6</sup> An employee must now perform duties of a higher classification more than 20 percent of their time.

Present at the hearing shall be a Union representative, the grievant or the employee whose duties are being challenged, and a Management representative and Agency designee who will present their arguments to the arbitrator. The employee's position description will be admitted into evidence at the hearing. If the Union disagrees with the accuracy of the position description, it may file objections with the Management advocate accompanied by its version of what actual duties were performed at least two (2) days in advance of the arbitration hearing. The objections filed by the Union will be admitted into evidence. The arbitrator will issue a binding bench decision at the conclusion of the hearing, which will identify if the employee was working out of classification and for what period of time. If the arbitrator determines that the employee is performing duties in a classification which carries a higher pay range than the employee's current classification, the arbitrator shall order the Employer to immediately discontinue such assigned duties. If the arbitrator determines the duties of the position to be of a lower classification, the arbitrator shall order the Employer to immediately discontinue such assigned duties. The arbitrator's decision concerning a lower classification is restricted to determining whether duties are performed for a substantial portion of time. Only when the employee is performing duties inconsistent with the employee's original classification assignment more than eighty percent (80%) of the employee's time will a determination be made to instruct the Employer to discontinue the assigned duties.

The determination of a monetary award shall be in accordance with Section 19.02 **Step One** above. However, if the Union and the Office of Collective Bargaining agree that the higher level duties are of a permanent nature and that the situation is otherwise in compliance with the provisions of this Article, they may mutually agree to reclassify the employee to the higher level classification. Likewise, the parties mutually agree to reclassify the employee to a lower classification.

The remedy ordered at any step of the grievance procedure, including a monetary award, shall be in accordance with Section 19.02 **Step One**,<sup>7</sup> above.

<sup>7</sup> Housekeeping.

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

#### **19.03 - Holding Classes**

Grievances may be filed and processed pursuant to this Article with respect to those alleged duties performed by an individual in a holding classification which are contained in a classification which carries a higher pay range than the employee's current classification. The documents for comparison by the arbitrator shall be:

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

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

The remedy ordered at any step of the grievance, including a monetary award, shall be in accordance with Section 19.02 **Step One**<sup>8</sup> above.

<sup>8</sup> Housekeeping.

#### **19.04 - No Pre-positioning**

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

## HEALTH CARE PLAN DESIGN<sup>1</sup>

	YEAR 1	YEAR 2	YEAR 3
<b>RX OUT OF POCKET MAXIMUM</b>	<b>2,000/4,000</b>	<b>2,000/4,000</b>	<b>2,500/5,000<sup>2</sup></b>
<b>OUT OF POCKET MAXIMUM (DOUBLE FOR OUT OF NETWORK)</b>	<b>1,500/3,000</b>	<b>1,500/3,000</b>	<b>1,500/3,000<sup>3</sup></b>
<b>DEDUCTIBLE (IN-NETWORK; DOUBLE FOR OUT OF NETWORK)</b>	<b>200/400</b>	<b>200/400</b>	<b>250/500<sup>4</sup></b>
<b>COPAYS</b>	<b>20 SPECIALIST; 25 URGENT CARE; 30 OUT OF NETWORK URGENT CARE; 75 ER</b>	<b>20 SPECIALIST; 25 URGENT CARE; 30 OUT OF NETWORK URGENT CARE; 75 ER</b>	<b>25 SPECIALIST/ 30 URGENT CARE/35 OUT OF NETWORK URGENT CARE/ 100 ER<sup>5</sup></b>
<b>COINSURANCE</b>	<b>80/20</b>	<b>80/20</b>	<b>80/20<sup>6</sup></b>
<b>PREMIUM SPLIT</b>	<b>85/15</b>	<b>85/15</b>	<b>85/15<sup>7</sup></b>

### ARTICLE 20 – BENEFITS

#### 20.01 - Health Care, Eligibility, Open Enrollment

##### A. General

The Employer shall provide comprehensive health care to all eligible employees ~~as defined in Section 20.01 (D), who shall have the right to choose among any qualified health plans which are available in their area.<sup>1</sup>~~

##### B. Open Enrollment

Every year the Employer shall conduct an open enrollment period, at which time employees shall be able to enroll in a health plan, continue enrollment in their current plan, or switch to another plan, subject to plan availability in their area, **OR WAIVE COVERAGE.**<sup>2</sup> The timing of the open enrollment period shall be established by the Director of the Department of Administrative Services (DAS), in consultation with the Joint Health Care Committee (JHCC).

Open enrollment fairs will be sponsored by the Employer in those years when a significant change in the benefits program has been implemented. Such a change would include, but not be limited to, new insurance vendors, elimination of existing insurance vendors, and significant changes to the insurance plan design. The JHCC will evaluate the need for open enrollment fairs and will make a recommendation to the Director of Administrative Services if it is determined that open enrollment fairs are needed during a particular open enrollment period. Whenever possible, the recommendation will be made at least six (6) months in advance of the open enrollment period to allow for adequate time to plan for and organize the open enrollment fairs. Fairs will be publicized among State employees and employee attendance at the fairs will be allowed and encouraged subject to the legitimate scheduling needs of the Employer.

If more than twelve (12) months pass without an open enrollment period, the Employer shall provide an opportunity for State employees to add or drop dependents, or add or drop health plan coverage. The JHCC and/or appropriate sub-committee shall be consulted in the development of plans for such opportunities.

##### C. Changes Outside of Open Enrollment

In order to maintain premium payment with pre-tax earnings, any changes outside of open enrollment must be in compliance with the applicable rules of the Internal Revenue Code Section 125 which may include but not be limited to the following (**SEE THE DAS WEBSITE FOR ADDITIONAL INFORMATION**)<sup>3</sup>: Coverage changes may occur if requested within thirty-one (31) days of any of the following events:

1. After marriage, death of a spouse, divorce, legal separation, or annulment, in which case coverage becomes effective the first day of the month following the month of the event.
2. Birth, adoption, placement for adoption, or death of a dependent, in which case coverage becomes effective with the birth, adoption, or placement of a child or date of death.
3. Termination or commencement of employment by the employee, spouse or dependent, in which case coverage becomes effective the first day of the month following the month of the event.
4. Reduction or increase in hours of employment by the employee (including layoff or reinstatement from layoff), spouse, or dependent, including a switch between part-time and full-time, strike, lockout, or commencement, return to work from an unpaid absence, or change in work site in which case coverage becomes effective the first day of the month following the month of the event.
5. Return to work through order of arbitration or settlement of a grievance, or any administrative body with authority to order the return to work of an employee.
6. The employee's dependent satisfies or fails to satisfy the requirement of the definition of dependent due to attainment of age, student status or any similar circumstance as provided in the Health Plan under which the employee receives coverage.
7. If the plan receives a Qualified Medical Child Support Order (QMCSO) pertaining to an employee's dependent, the employee may elect to add or drop the child to the plan depending upon the requirement of the QMCSO.
8. If an employee, spouse, or dependent who is enrolled in a health plan becomes entitled to coverage (i.e., enrolled) under Part A or Part B of Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under Section 1928 of the Social Security Act (the program for distribution of pediatric vaccines).

<sup>1</sup> This chart shows the incremental changes to the healthcare cost share for members that will occur in year three. There are no changes to healthcare cost share in the plan design in the first two years. The costs reflected in this chart will be incorporated into the language of Article 20 prior to the printing of the contract.

<sup>2</sup> The prescription drug out of pocket maximum is pursuant to the Affordable Care Act. This cap adds a limit to the amount of co-pays that a member will pay for prescription medicine. There is currently no limit to the amount of co-pays for prescription medicine. This amount will increase in year three.

<sup>3</sup> No change to medical out of pocket maximum for all three years.

<sup>4</sup> No change to deductibles for the first two years. In year three, Single deductible increases from \$200 to \$250 and Family deductible increases from \$400 to \$500.

<sup>5</sup> No change to co-pays for primary care physicians (remains at \$20) for all three years. No change to co-pays for specialist physicians (remains at \$20) for the first two years. In year three, the co-pay for specialist physicians will increase from \$20 to \$25. No change to co-pays for urgent care for the first two years. In year three, the co-pay for urgent care will increase from \$25 to \$30. No change to co-pays for Emergency Room care for the first two years. In year three, the Emergency Room co-pay will increase from \$75 to \$100. The Emergency Room co-pay is waived upon admittance to the hospital.

<sup>6</sup> No change to coinsurance.

<sup>7</sup> No change to premium split.

<sup>1</sup> Clarifies a change that was made by the JHCC to offer healthcare coverage by zip code under the previous contract.

<sup>2</sup> Clarifies that employees can waive coverage.

<sup>3</sup> Clarifies that this information will also be published on the DAS website.

9. If an employee, spouse, or dependent is no longer entitled to coverage (i.e., enrolled) under Part A or Part B of Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under Section 1928 of the Social Security Act (the program for distribution of pediatric vaccines).

Requests for changes pursuant to Sections (1) through (9) must be supported by proper documentation.

10. An employee may change ~~health plans~~ **THIRD-PARTY ADMINISTRATORS**<sup>4</sup> if the employee either no longer resides or no longer works in the service area of the employee's current ~~health plan~~ **THIRD-PARTY ADMINISTRATORS**.

<sup>4</sup> Clarifies that the state is a self-insured plan and has third party administrators rather than health plans.

#### D. Eligibility

All permanent full-time and part-time employees, including established-term appointments (ETAs) employees (unless modified by Agency Specific Agreements), shall be eligible for health benefits as well as for the benefits provided by the Union Benefits Trust. **IN ADDITION, EMPLOYEES TO WHOM THE EMPLOYER OWES RESPONSIBILITY FOR PROVIDING HEALTH BENEFITS PURSUANT TO THE PATIENT PROTECTION AND AFFORDABLE CARE ACT (PPACA) SHALL BE ELIGIBLE FOR HEALTH BENEFITS.**<sup>5</sup> For new employees, coverage for health care benefits as provided in this Article becomes effective on the first day of the month following the month in which the employee begins employment with the State. Changes made during open enrollment will become effective on the first day of the new benefit period. The Employer reserves the right to perform dependent eligibility audits upon recommendation of the Joint Health Care Committee. Health care costs paid on behalf of ineligible dependents will be subject to recovery.

<sup>5</sup> Incorporates the employer's responsibility to offer healthcare as required under the Affordable Care Act to cover school year employees and employees who work more than 30 hours a week.

The following dependents, **AND OTHER DEPENDENTS REQUIRED BY LAW**, are eligible for coverage (**SEE THE DAS WEBSITE FOR MORE INFORMATION**)<sup>6</sup>:

<sup>6</sup> Clarifies that this information will also be published on the DAS website.

1. The employee's current legal spouse.
2. a. Medical Benefits: the employee's children until the end of the month in which they reach 26 (including legally adopted children, children for whom the employee has been appointed legal guardian, and dependent stepchildren and foster children);  
b. Vision and Dental Benefits: the employee's unmarried children who are attending an accredited school and are primarily dependent upon the employee for maintenance and support until the end of the month in which they reach age 23.
3. Children of divorced or separated parents not residing with the employee but who are required by law to be supported by the employee.
4. Unmarried children of any age who are incapable of self-support due to mental retardation, severe mental disability or a physical handicap, whose disability began before age 23 and who are principally dependent on the employee. When there is an unsuccessful attempt at independent living, a child covered pursuant to this provision will be re-enrolled for coverage, provided application is made within five (5) years following the loss of coverage.
5. Dependent children placed for adoption in an employee's home shall be eligible for coverage under the same conditions as children born to an employee or the spouse of the employee, whether or not the adoption has become final.

Employees that are called to active military service by the federal government continue to be eligible for full health care benefits during their tour of duty. Their dependents also continue to be eligible for health care benefits during their active duty service.

When both spouses in a family are employed by the State, each may elect single coverage, or one may elect family coverage provided that the spouse who elects single coverage may not be listed as a dependent under the family coverage. A child who is eligible as an employee of the State is not also eligible as the dependent of a parent who is also a State employee, **EXCEPT AS REQUIRED BY THE PPACA.**<sup>7</sup>

<sup>7</sup> Incorporates the requirement of the Affordable Care Act.

#### E. COBRA

**THE EMPLOYER SHALL PROVIDE COBRA COVERAGE AS REQUIRED BY APPLICABLE LAWS. SPECIFIC INFORMATION ON COBRA SHALL BE AVAILABLE ON THE DAS WEBSITE.**<sup>8</sup>

~~Upon an employee's termination or separation from his/her employment from State service (other than for gross misconduct), the Employer's obligation to continue to pay either share of the healthcare premium will cease unless specified otherwise elsewhere in this contract. The Employer will notify the employee of their right to choose to continue his/her health plan under the federally mandated COBRA program. Health plans shall make available conversion to an individual medical policy. Under the federal law, the employee, spouse or other family member has the responsibility to notify the State of Ohio of a qualifying event (such as divorce, legal separation, or a child losing dependent status under the group health plan). This notice must be made within sixty (60) days of the event or the date coverage ends in order to be eligible for COBRA continuation.~~

<sup>8</sup> Maintains COBRA pursuant to the law, but removes the details from the contract and places them on the website.

### 20.02 - Joint Health Care Committee (JHCC)

#### A. Membership and Purpose

The Employer agrees to retain the JHCC, which shall include the Labor co-chair and five (5) representatives from OCSEA/AFSCME and one (1) each from the four (4) remaining Unions which have the largest number of State employee bargaining unit members and a like number of Management representatives. Representatives from other Unions may be added as non-voting members by mutual agreement of the Labor and Management co-chairs.

The committee shall meet quarterly unless otherwise agreed, to review and act on subcommittee recommendations related to changes in any matters covered in Article 20 of this Agreement or on other matters as mutually agreed to by the co-chairs. The Management co-chair shall be designated by the Employer, and the Labor co-chair shall be designated by the President, OCSEA, or designee. Whenever possible meetings will be held during regular business hours and employees will receive time off with pay at their regular rates, plus travel expenses pursuant to Article 32 to participate in committee and subcommittee meetings.

The co-chairs of the JHCC shall advise the Director of DAS on the operation of the health plans and will present recommendations from the JHCC or its subcommittees to the Director in writing.

Within forty-five (45) days of receipt of a formal recommendation from the JHCC, the Director will advise the co-chairs of any actions to be taken in response to their recommendations.

The Director may request a meeting with the co-chairs at any time to explain or discuss any recommendation.

The co-chairs may jointly request the Director of DAS to provide that the costs of JHCC member attendance at conferences, seminars, or other educational opportunities (including reasonable travel, hotel and meals) be paid for JHCC members to attend events which the co-chairs mutually agree will assist in the discharge of JHCC responsibilities under this Article. Such costs will be paid from the education and communication account.

#### **B. Subcommittee Functions**

The JHCC shall have subcommittees for: planning, administration and communications. JHCC subcommittees may be reconfigured by mutual agreement of the Labor and Management co-chairs. These subcommittees shall meet at least bimonthly, unless otherwise agreed, with the co-chairs, or a designee, as a member of each subcommittee.

Specific functions of the subcommittees shall include:

##### **1. Planning**

- a. Make recommendations regarding the request for proposal, evaluation of bidders, and selection of all health plans and of the consultant(s) who will assist in the process of health plan evaluation and selection. The Labor co-chair of the JHCC, or designee, may at his/her discretion participate in any consultant or provider interview process. Upon agreement by the co-chairs, subcommittee members may participate in the interview process as well. The planning subcommittee will review the requests for proposals (RFPs) and the proposals of bidders, unless Labor agrees to waive this review in the interests of time, in which case the Labor co-chair will review the RFPs and the proposals of bidders.
- b. Make recommendations regarding vendor contracts.
- c. Facilitate research on new initiatives and review market analysis of health care issues and review the health care marketplace.

##### **2. Administration**

- a. Monitor the operations, contract compliance and National Committee for Quality Assurance (NCQA) or other applicable accreditation status of health plans.
- b. Review customer service issues and work with DAS Benefits Administration Services to resolve those issues.
- c. ~~Review claim appeal and other dispute resolution procedures.<sup>9</sup>~~
- dC. Review the Health Plan Employer Data Information Set (HEDIS) reports and other data of the health plans, which shall be provided on a regular basis to the subcommittee.
- eD. Review any audits performed on the health plans.
- fE. Review benefit issues and changes proposed for health plans.
- gF. Monitor status of the ~~health benefits~~ **STATE EMPLOYEE HEALTH BENEFIT**<sup>10</sup> fund.

<sup>9</sup> Reviews must be independent pursuant to the Affordable Care Act.

<sup>10</sup> Clarifies the name of the fund.

##### **3. Communications**

- a. Make recommendations regarding open enrollment.
- b. Review communication materials prior to distribution to employees.
- c. Explore use of alternative print and non-print methods of communication.
- d. Assist in the implementation of 20.02 (C) below.

#### **C. Employee Education and Communication**

A consultant shall be chosen in consultation with the communication subcommittee to assist in the communication of benefits information to State employees unless mutually agreed otherwise by the JHCC. The consultant will have expertise in communicating benefits information to large and diverse populations using multi-media approaches. Relevant public sector and/or Labor Union experience shall be given consideration in the consultant selection process. The Employer in conjunction with the consultant will work with the communication subcommittee to update a strategic plan for communicating benefits with State employees through the use of both print and non-print means of communications. The plan will include employee education as well as provisions for employee input into and feedback concerning State employee health plans. It will also include guidelines for health plan communications with State employees. The strategic planning process will be ongoing and shall produce a plan covering at least the period of the duration of this Agreement. A surcharge may be added to the health plan premiums to maintain the employee education and communication program. The surcharge shall be one dollar (\$1.00) per month, per employee, enrolled in a health plan, and may be adjusted based upon a review of reports of revenue and expenditures of the account maintained for such purposes, as recommended by the JHCC to the DAS Director. The surcharge shall be equally split between the Employer's and the employee's premium share (e.g., fifty cents (\$.50) each). The funds shall be used to develop and implement communication programs for all employee health plans, mental health and substance abuse programs, and other State health programs as identified by the JHCC and to employ consultants as needed to assist the parties in health plan selection, rate negotiations or any other function determined appropriate. Monies unexpended or encumbered in one (1) fiscal year shall be carried forward and be available in subsequent fiscal years. The JHCC shall receive quarterly fund financial reports including revenue and expenditures.

#### **D. Health Care Policy Analyst**

The Employer will dedicate \$150,000 annually in recognition of the increased need for analysis in the administration of the State's health management programs. This amount may be adjusted upward by the DAS Director. Monies unexpended or encumbered in one (1) fiscal year shall be carried forward and be available in subsequent fiscal years. Additionally, due to monies carried forward from one year to the next, the DAS Director may adjust the amount downward so as not to exceed the \$150,000 annual commitment.

Such analysis will be conducted by an expert in the health care field or a health care policy analyst or a combination of the two as determined by the Director of DAS after recommendation from the JHCC. The functions performed shall include but are not limited to:

1. Analyze health care claims data of State employees for trends and make recommendations to the JHCC on plan design and health management programs based on the trend analysis;
2. Monitor and analyze health care legislation for potential impact on the State health plans;
3. Analyze plans' HEDIS data, issue logs and health plan contract compliance issues and make recommendations to the JHCC on actions it might take;
4. Monitor relevant health care issues and wellness initiatives and make recommendations to the JHCC for potential action.

The health care policy expert or analyst will at a minimum make quarterly reports to the JHCC on its activities and will function as an ongoing resource to the JHCC on health care policy and data analysis issues. The JHCC will develop a list of key issues and outcomes to be addressed by the expert or analyst. The JHCC Labor co-chair will participate in the interview and selection process.

### 20.03 - Health Plan Characteristics

Except as otherwise provided herein, health plans offered to State employees must meet standards in the areas listed below. Prior to each subsequent rebidding or re-evaluation of health plans offered to State employees, the Director of DAS may revise the standards and add standards in additional areas if such revisions and/or additions are recommended by the JHCC.

#### A. Networks

1. Health plan provider networks must have a full range of primary care and specialist physicians with reasonable numbers of each in relationship to eligible State employees.
2. Health plans newly offered to State employees shall insure that no more than a reasonable percent of network providers have closed practices, and shall attempt to facilitate inclusion in their network primary care physicians already serving State employees in their service area.
3. A designated percentage of primary care physicians and specialist physicians shall be board certified.
4. Health plans shall adhere to reasonable standards of access for every employee to primary care physicians and to hospitals in urban and rural areas in time and distance as recommended by the administration subcommittee of JHCC.
5. Health plans shall agree to refrain from dropping any hospital or health care facility from the network during a benefit period, unless the health plan has notified the Employer, and to the satisfaction of the Labor and Management co-chairs, attempted to develop a method of delivering continuity of care for those persons who may be adversely affected by the change in the network.
6. Health plans shall include centers of excellence to perform highly specialized, high cost procedures such as transplants. The JHCC may modify this provision to best accommodate health plans while assuring quality services for participants. Furthermore, upon the recommendation of the JHCC, the Director of DAS may provide financial or other incentives (including but not limited to reduced co-pays or co-insurance) to participants to utilize quality providers.
7. For any plan that offers out-of-network coverage, reimbursement to non-network providers shall be at a level no greater than **60% OF THE CONTRACTED ALLOWABLE AMOUNT. ALSO, MEMBER CAN BE BALANCE BILLED FOR THE DIFFERENCE BETWEEN WHAT IS CHARGED AND WHAT THE PLAN ALLOWS.**<sup>11</sup> ~~the usual, customary, and reasonable fee/ allowed amount which has been established by the plan administrator for that service or supply.~~
8. For those employees assigned to work outside of Ohio who are enrolled in an indemnity plan, which does not offer the option of network providers and/or facilities, co-payments (co-insurance) for services will be paid at a rate which is at least seventy percent (70%) by the plan and no greater than thirty percent (30%) by the participant, after the deductible and up to the out-of-pocket maximum.
9. No hospital, doctor, laboratory, or other health care provider can be added to a plan network in violation of the vendor's established selection criteria, or in violation of the vendor's established standards governing the number of hospitals and other providers which will be part of the plan network in any given geographic area.
10. Medical Necessity and Preventive Services

Health plans pay only for those covered services, supplies, and hospital admissions which are medically necessary or are classified as preventive services covered under the plan. Network providers and facilities are responsible for insuring that services, supplies, and admissions are medically necessary or preventive as defined by a plan. In plans with out-of-network benefits, the fact that a non-network provider may prescribe, order, recommend, guarantee, or approve a service, supply, or admission does not guarantee medical necessity or make such charges an allowable expense, even though they are not specifically listed as exclusions.

#### B. Cost Sharing

1. Except as modified by the Director of the Department of Administrative Services (DAS), who may revise or add to the requirements in this Section if such revisions and/or additions are recommended by the JHCC, the following features will apply to this Section.

##### a. Deductibles

The in-network individual deductible is \$200, and the family deductible is \$400. The out-of-network individual deductible is \$400, and the family deductible is \$800. When any one family member has paid \$200/\$400 for eligible expenses, that person's deductible is met. The balance of the family deductible must be met by the combined expenses of other family members. Expenses which are applied towards meeting the individual or family deductible must be incurred during the benefit period.

##### b. Reimbursement Levels and Coinsurance

Network providers and hospitals shall be prohibited from balance billing, that is, from charging any participant any additional amount other than co-pays, coinsurance or deductibles for covered services. Network Providers shall submit bills and other required paperwork on behalf of the participant.

With the exception of certain preventive services which are covered at one-hundred percent (100%) and office visits which are covered in full after payment of an office visit

<sup>11</sup> Clarifies current practice.

co-pay or other specified service, the plan will pay eighty percent (80%) of those covered services performed by network providers. In those instances the participant pays twenty percent (20%) of the plans' reimbursement rate up to the out-of-pocket maximum.

Non-network providers may or may not accept the plan's payment as payment in full. The plan will pay sixty percent (60%) of the plan's reimbursement rate for non-network providers for covered services. The participant pays forty percent (40%). The non-network provider may bill the participant the balance between what is charged and what the plan allows.

c. Out-of-Pocket Maximum (OPM)

As soon as any individual in the family meets the individual coverage OPM, further eligible expenses on behalf of that individual shall be covered in full except as indicated below. All participants' eligible expenses shall count toward satisfying the individual and/or family OPM, except that any penalties paid **AND/OR PRESCRIPTION DRUG COPAYS**<sup>12</sup> shall not count toward satisfying the **MEDICAL** OPM. After participant eligible expenses have reached the OPM, eligible services are covered in full except where non-network providers engage in balance billing.

<sup>12</sup> Clarifies the addition of the prescription drug out of pocket maximum pursuant to the Affordable Care Act.

**C. Benefits and Exclusions**

Only medically necessary eligible services are covered. The State, after consultation with the JHCC, may carve-out procedures and services, including but not limited to, durable medical equipment, laboratory services, and prosthetics so that carved-out procedures and services may be provided by a vendor other than the participant's health plan. After consultation with the JHCC, the Director of DAS may require participants to use centers of excellence for designated procedures or services. Additionally, upon the recommendation of the JHCC, the Director of DAS may place limits on certain benefits.

1. In-Patient Hospital Benefits:

Health plans will offer at least the following hospital services:

- a. Unlimited duration of eligible medically necessary services except as provided herein.
- b. Semi-private room.
- c. Hospital ancillary services.
- d. Emergency room services.

There is a seventy-five dollar (\$75.00) charge for the use of the emergency room which does not result in an admission. If there is a penalty charge established by the Department of Administrative Services for the non-emergency use of a non-network hospital, it shall be no greater than \$350.

- e. Diagnostic imaging and laboratory tests.
- f. All other eligible medically necessary treatments and procedures.

2. Other Than In-Patient Hospital Benefits

Benefits for all health plans offered to State employees shall minimally include:

- a. Physician services. Routine office visits, house calls and consultations. Office visits provided by a network physician and billed by that office shall be covered at one hundred percent (100%) with no co-insurance or deductibles after a twenty dollar (\$20.00) co-payment. If such visit, house call, or consultation is covered on an out-of-network basis, the participant shall pay a thirty dollar (\$30.00) co-payment with no coinsurance or deductible.
- b. Outpatient medical services.
- c. Emergency medical services.
- d. Diagnostic laboratory and diagnostic and therapeutic radiological services.
- e. Infertility services to include diagnostic services to establish cause or reason for infertility.
- f. Preventive health care services, as recommended by the United States Preventive Services Task Force (USPSTF) guidelines shall be covered with no co-pay, co-insurance or deductible if provided by a network physician and shall include at least the following:
  - (1) Screening colonoscopy beginning at age 50.
  - (2) Routine physical examinations including routine lab profiles (including but not limited to cholesterol and other lab screenings). If coverage is available for non-network physicians, benefits shall be paid up to one hundred fifty (\$150) maximum after the thirty dollar (\$30.00) co-pay with no deductible or co-insurance: one (1) every two (2) years for ages 40-59; one (1) each year for ages 60 and over.
  - (3) Cervical cancer screening, which at a minimum shall include annual gynecological physical examinations, including screenings and rescreenings for cervical cancer for women age 18 and over, and for women younger than 18 who are sexually active. Adjunctive technologies approved by the U.S. Food and Drug Administration in addition to traditional papanicolaou smears shall be covered. Additional testing for cervical cancer is covered when medically necessary.
  - (4) Mammographies to detect the presence of breast cancer shall be covered as follows: Routine or screening mammography (age 35-39) one (1) in five (5) years, one (1) screening or diagnostic mammography during that five (5) year period; age 40 and older, annually covered; high risk individuals as needed, regardless of age. Mammography coverage will include both males and females; any additional mammogram(s) shall be covered subject to deductibles or co-payments.
  - (5) Pre-natal obstetrical care and pre-natal care outreach. A prenatal outreach program to encourage prenatal care beginning in the first trimester.
  - (6) Well child care. This includes the initial inpatient examination of a newborn infant. The plans cover annual physical exams including hearing examinations,



developmental assessments, anticipatory guidance, immunizations (including, but not limited to meningococcal) and laboratory tests in accordance with the recommendations of the preventive care task force guidelines (or other recommending body as determined to be appropriate by the JHCC).

- (7) Immunizations as recommended by the centers for disease control and prevention guidelines.
  - (8) PSA Testing
    - Prostate Specific Antigen (PSA) screening. One (1) screening test per twelve (12) months for men age 40 and over.
  - g. Skilled Nursing Facility, including Extended Care is covered at eighty percent (80%) for up to one hundred eighty (180) days for each confinement provided that the benefit must immediately follow a hospital confinement, or provided that the confinement will avoid a hospitalization which would otherwise be necessary. Coverage is at eighty percent (80%) of the UCR/allowed amount and not subject to deductibles and co-pays. Additional days of coverage for medically necessary care at sixty percent (60%) of the UCR/allowed amount and are not subject to deductibles.
  - h. Allergy injections.
  - i. Home Health Care Services: Home Health Care (noncustodial) services prescribed by a physician to treat a medical condition for which the patient was or would otherwise have been hospitalized shall be covered at eighty percent (80%) if provided by a network provider, and at sixty percent (60%) of UCR/allowed amount if provided by a non-network provider in plans that permit use of non-network providers. Such benefit shall not exceed one hundred eighty (180) days.
  - j. Registered dietitian services for medically necessary conditions and obesity management up to two (2) visits per patient per condition per year.
  - k. Physical therapy.
  - l. Occupational therapy.
  - m. Speech therapy.
  - n. Chiropractic services.
  - o. Initial internal or external prosthetic devices and medically necessary replacements at eighty percent (80%) coverage.
  - p. Non-experimental organ transplants. Participants are required to utilize a center of excellence for transplants, if available through their plan.
  - q. Liaison services with the State Employee Assistance Program.
  - r. No fewer than three disease management programs unless otherwise provided by the State through contracts with disease management vendors. The disease management programs shall not be subject to deductibles or co-payments. Two of the disease management programs must address diabetes and asthma.
  - s. Diabetes supplies, insulin and durable medical equipment (including insulin pumps where medically necessary) covered at one hundred percent (100%) with no deductibles, co-payments or co-insurance upon participation in a diabetes disease management program.
  - t. Ambulance service.
  - u. Tubal ligation.
  - v. Vasectomy.
  - w. Hemodialysis.
  - x. Hospice services, with one hundred percent (100%) coverage of medically appropriate care (with no deductibles, co-pays or arbitrary day or visit limits).
  - y. Durable medical equipment.
  - z. Mental health services are provided as described in Section 20.03 (C)(5).
  - aa. Birth control, including oral contraceptives, patches, IUDs, injectables, implantable contraceptives and diaphragms.
  - bb. Cancer Clinical Trials
    - Participation in National Cancer Institute (NCI) sponsored clinical trials for cancer is covered on a limited basis. This is an exception from the coverage exclusions for experimental procedures. Coverage includes Phase II and Phase III clinical trials and does not extend beyond the specific parameters and restrictions of existing trials. All care and testing required to determine eligibility for an NCI-sponsored clinical trial and all medical care that is required as a result of participation in a clinical trial will be eligible for coverage. Pre-authorization is required. A participant should contact the health plan Administrator for more information. Upon recommendation of the JHCC, the Director of DAS may approve coverage for additional Phase II and Phase III clinical trials.
  - cc. Voluntary family planning services.
  - dd. Hearing aids covered at fifty percent (50%) not to exceed a one thousand dollar (\$1,000) lifetime benefit.
  - ee. Smoking cessation.
3. Pharmacy Benefits
- a. Pharmacy benefits are available to all State of Ohio employees and their dependents enrolled in a health plan.
  - b. The JHCC will review the procedure for obtaining biotech drugs and upon recommendation of the JHCC, the Director of DAS may require that such biotech drugs be obtained from

specialty pharmacies. Furthermore, upon recommendation from the JHCC, the Director of DAS may establish a separate cost-sharing structure for biotech or lifestyle drugs.

- c. After consultation with the JHCC, the Director of DAS may implement the following:
  - (1) Alternative pharmacy cost-sharing plan options such as co-insurance.
  - (2) Coverage of certain Over-the-Counter (OTC) drugs.
  - (3) Alternative pharmacy procurement and distribution channels.
  - (4) Establishment of a special retail generic program.
  - (5) Establishment of a retail ninety (90) day maintenance drug program.
- d. The pharmacy vendor may not remove from its formulary or require preauthorization for any prescription drug that is among its ten (10) most frequently prescribed drugs unless the pharmacy vendor has notified the Employer and consulted with the JHCC, including in that consultation a review of the health plan research recommending that the drug be excluded or put on preauthorization status.
- e. Retail pharmacy program. There will be a retail pharmacy program with easy access to pharmacies throughout the state. Co-pays for a thirty (30) day supply of prescription drugs including coverage of prescriptions from a licensed dentist are: ten dollar (\$10.00) co-payment for generic, twenty-five dollar (\$25.00) co-pay for a formulary brand name drug and a fifty dollar (\$50.00) co-pay for a non-formulary brand name drug. Where a generic equivalent is available, the co-pay for a non-formulary brand name drug shall be fifty dollars (\$50.00) and the difference in cost between the generic equivalent and the non-formulary brand name drug. Preventative medication may be provided at no cost as required by the Patient Protection and Affordable Care Act.
- f. Mail Order Drug Program

In addition to the retail pharmacy program, the State shall maintain a mail order drug program for long-term or maintenance medications lasting more than thirty (30) days.

The following co-pays for mail order prescriptions of ninety (90) days shall apply. For a generic drug, the co-pay is twenty-five dollars (\$25.00). For a formulary brand name drug, the co-pay is sixty-two dollars and fifty cents (\$62.50).

For a non-formulary brand name drug, the co-pay is one hundred twenty-five dollars (\$125). Where a generic equivalent is available, the co-pay for a non-formulary brand name drug shall be one hundred twenty-five dollars (\$125) and the difference in cost between the generic equivalent and the non-formulary brand name drug.
- g. Prior Authorizations and Exclusions for Prescription Drug Programs
  - (1) Prior Authorization. A number of prescription drugs require prior authorization, all approvals for such prescriptions will be handled by the Pharmacy Benefit Manager (PBM). During the life of this contract other drugs may be added to the list of prior authorization after consultation with the JHCC, if required.
  - (2) It is recognized that certain drugs may not be covered by the plans.

#### 4. Health Plan Exclusions and Limitations

Exclusions and limitations shall be as follows:

- a. Services which would be provided free of charge in the absence of insurance.
- b. Local anesthesia when billed separately, and hypnosis used for anesthetic purposes.
- c. Elective cosmetic surgery performed only for the purpose of changing or improving appearance.
- d. Custodial care, care in a sanitarium, rest home, nursing home, rehabilitation facility, health resort, health spa, institution for chronic care, personal care, residential or domiciliary care, home for the aged, camp or school.
- e. Personal comfort services such as telephones, radio, television, barber and beauty services, or in connection with air conditioners, air purification units, humidifiers, allergy-free pillows, blanket or mattress covers, electric heating units, swimming pools, orthopedic mattresses, vibratory equipment, elevator or stair lifts, blood pressure instruments, stethoscopes, clinical thermometers, scales, elastic bandages, compression stockings, or wigs; unless otherwise provided for by a specific benefit.
- f. Devices for simulating natural body contours unless prescribed in connection with a mastectomy.
- g. Charges which exceed the usual, customary and reasonable/allowed amount maximums.
- h. Chest x-rays and eye examinations not necessary to the treatment of an illness, injury, or disease.
- i. Services which are not medically necessary or are not classified as preventive services.
- j. Services received before the effective date of the contract, or services not specifically covered by the contract.
- k. Expenses of injury or illness paid for or furnished by an Employer, whether under Workers' Compensation or otherwise, and services provided and paid by any governmental program or hospital.
- l. Vitamins, dietary or food supplements or non-prescription drugs, except where prescribed by a physician.
- m. Routine foot care for other than diabetics.
- n. Orthotics for other than diabetics.
- o. Treatments or diagnosis for obesity, including diet control, exercise and weight-reductions, except for morbid obesity. This exclusion does not apply to any obesity or disease management program agreed to by the parties.

- p. Illness or injury related to war (declared or undeclared) or by participation in civil disturbance.
- q. Devices used for contraceptive purposes, except birth control pills, IUD, patches, injectables, implantable contraceptives and diaphragms which are covered by the plan.
- r. In Vitro fertilization and embryo transplantation, gamete introfallopian transfer (GIFT), and any costs associated with the collection, preparation or storage of sperm for artificial insemination (including donor fees).
- s. Reverse sterilization.
- t. Dental care, including osseous surgery. If no dental insurance exists or does not cover osseous surgery, such surgery shall be covered as any other surgery.
- u. Eyeglasses, contact lenses, or examinations for the fitting of such devices or for the prescription of such devices, unless necessitated as a result of an injury, illness or disease.
- v. Ordinary bandages and dressings.
- w. Expenses which are covered under any other group insurance program.
- x. Expenses incurred in a Skilled Nursing Facility for:
  - (1) Services rendered or supplies furnished principally for custodial care, which includes, but is not limited to, nonmedical, day-to-day patient care such as assisting the patient to get dressed and use bathroom facilities;
  - (2) Services rendered for care of senile deterioration, mental deficiency or retardation.
- y. Examinations and procedures performed for screening-testing done without necessity, except as specifically provided by Article 20, when not indicated by symptoms or performed for treatment, including pre-marital testing surveys, research, and any procedure performed in connection with a physical examination ordered or required by an Employer as a condition of employment or the continuance of employment.
- z. Charges for mileage costs or for completion of claims forms or for preparation of medical reports.
- aa. Services rendered beyond the period of time generally considered necessary for diagnosis of mental retardation or mental deficiency.
- bb. Services rendered for a psychiatric condition usually considered to be irremediable, except for the purpose of diagnosis of the condition as being irremediable.
- cc. Any services rendered primarily for training or educational purposes; self-administered services; services directed toward self-enhancement.
- dd. Treatment programs and services which are not of proven value or whose value is under investigation; research-oriented treatment; developmental or perceptual therapy; primal therapy; biofeedback; marriage counseling; orthomolecular testing and therapy; cathectathon therapy; marathon therapy; collaborative therapy. A drug or treatment is considered experimental or investigational if it cannot be legally marketed in the U.S.; it is a subject of Phase I, II or III clinical trials or under study to determine dosage, toxicity, safety, efficacy or efficacy compared with standard means of treatment; or reliable evidence shows that the consensus of experts is that further studies are necessary to determine maximum dosage, toxicity, safety, efficacy or efficacy compared with standard means of treatment. Treatment in approved cancer clinical trials pursuant to the DAS cancer clinical or other DAS approved trial program(s) are covered.
- ee. Clinic charges which are services billed by a resident, intern or other employee of a hospital or skilled nursing facility.
- ff. Services for emergency first aid which are rendered in the office, place of business, or other facility maintained by the Employer.
- gg. Services for which no claim was submitted within fifteen (15) months of the date of the service.
- hh. Any service considered to be in the category of mental health and substance abuse which is provided to covered persons under a separate plan as described in Section 20.03 (C)(5).
- ii. Hepatitis B vaccinations provided for employees pursuant to other terms of a Collective Bargaining Agreement.
- jj. Any service for which a benefit is not specifically provided by the plans.

5. Mental Health/Substance Abuse Plan Characteristics

A mental health and substance abuse program is provided to all participants enrolled in any Employer-sponsored health plan. Premiums for the mental health and substance abuse program shall be calculated and shall be added to the health plan premiums. The Employer shall contract for mental health and substance abuse benefits consistent with mental health parity provisions.

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

Programs must include the following features:

- a. A full range of culturally diverse service providers, including psychiatrists, psychologists, social workers, and licensed and certified alcohol and drug counselors;
- b. A full range of facilities, including inpatient facilities and facilities for residential treatment (halfway houses, transitional programs, etc.);
- c. A full range of programs at various treatment levels, including inpatient treatment, a variety of intensive outpatient programs, and a variety of outpatient programs;

- d. A range of service providers and facilities within a reasonable distance in all parts of the state;
- e. Group programs on smoking cessation, stress management, weight control, family discord, and other life stress management issues;
- f. Timely responses to emergency calls;
- g. Protocols and programs for integrating mental health/substance abuse and other physical health programs;
- h. Coordination with the State Employee Assistance Program;
- i. No preset caps on participant visits or treatment;
- j. A provision that the program will pay the costs of treatment by a provider not included in the care network for those persons for whom an appropriate provider is not available as follows: an outpatient provider shall be available to ninety percent (90%) of employees within twenty (20) miles of their home; an inpatient provider shall be available within sixty (60) miles of an employee's home;
- k. Use of the proper placement criteria;
- l. Separate, appropriate diagnostic capacity for discrete categories of illness (e.g., mental health, substance abuse, eating disorders);
- m. Internal financial arrangements which will not encourage under-treatment, placement at inappropriately low levels of treatment, or withholding of treatment;
- n. Capacity to provide appropriate critical incident stress debriefing in conjunction with the State Employee Assistance Program;

#### **D. Quality Standards**

1. All licensed health plans offered to State employees shall be accredited by the National Committee for Quality Assurance unless the health plan is of a type not accredited by NCQA. The NCQA accreditation requirement may be waived by the Director of DAS after consultation with the JHCC to evaluate whether the quality measures can be met without the NCQA certification. The JHCC may require that any other health plans offered to State employees be accredited by an appropriate accreditation body.
  - a. Any health plan must be properly accredited prior to submitting a bid or otherwise seeking to provide services to State employees. Such accreditation shall be in accordance with (D)(1).
  - b. Any health plan providing services to State employees which loses its accreditation with NCQA or other accrediting body as described in (D)(1) above shall, from the time of such loss of accreditation, no longer be offered to newly eligible State employees, and shall not be offered to employees at the time of the next open enrollment period unless the DAS Director, upon the JHCC's recommendations, determines that the plan continue to be offered.
2. Customer Service
 

All health plans offered to State employees shall have in place a toll free customer service telephone line.
3. Reporting Requirements
 

Following the NCQA data definitions and specifications, all health plans shall annually submit to DAS and NCQA both HEDIS data and customer service performance data for its commercial membership, and to DAS both HEDIS data and customer service performance data for its State employee membership. Such data shall be presented to the JHCC administration subcommittee.
4. Administrative
  - a. Health plans must be able to demonstrate to the DAS Benefits Administration that they can successfully provide services for their anticipated enrollment.
  - b. Health plans must ensure that all participants are held harmless from any charges beyond established fees or co-pays for any benefit provided consistent with the health plan, regardless of the contracting or non-contracting status of the provider.
  - c. All licensed health plans will carry reinsurance coverage holding participants harmless from any charges resulting from out-of-network claims in the event that the health plan becomes insolvent.

#### **E. Coordination of Benefits**

If a health plan which is self-insured or otherwise unregulated is the secondary payer, the amount which the plan will pay shall be limited to an amount that will yield a benefit no greater than what would have been paid if the plan were the primary payer. The primary plan's benefit is subtracted from the amount the plan normally pays.

When a plan is determined to be secondary, it acts to provide benefits in excess of those provided by the primary plan. If a health plan is the secondary payer, the secondary plan shall not be required to make payment in an amount which exceeds the amount it would have paid if it were the primary plan. But, in no event, when combined with the amount paid by the primary plan, shall payments by the secondary plan exceed one-hundred percent (100%) of expenses allowable under the provisions of the applicable policies and contracts.

#### **F. Wellness and Health Management**

1. The State and the Union are jointly committed to promoting healthy lifestyles for State of Ohio employees. To that end the Labor co-chair of the JHCC will serve on the State Healthy Ohioans Committee. Furthermore, those Agencies that wish to develop joint Labor/Management Wellness Committees to further promote wellness initiatives within their Agency may do so. The activities of the wellness committees may include but are not limited to the following:
  - a. Identify areas where employees can exercise on State property on breaks, lunch or off hours;
  - b. Identify ways to acquire exercise equipment for State employees to use;
  - c. Disseminate wellness information to State employees in a variety of ways including but not limited to newsletters, wellness fairs, lunch seminars, internet information;

- d. Secure discounts for fitness clubs/gyms for State employees;
  - e. Work with Management to eliminate barriers to employees attending wellness events or accessing wellness information.
2. Such wellness initiative shall not be construed to represent a fitness for duty requirement nor shall this Section be tied to any State fitness for duty requirements. The JHCC will review the progress of Agency wellness programs. The JHCC will also explore incentives and disincentives for employee participation and make recommendations for implementation of statewide wellness initiatives to the Director of DAS.
  3. Health Management Programs shall be available to all participants enrolled in a health plan regardless of which plan they are enrolled in. The State, in consultation with the JHCC, may carve-out health management services from any or all health plans.
  4. The State shall offer to employees a wellness track option which may offer employees a monthly premium reduction or other monetary incentive for those employees who participate in the wellness track. The JHCC will be consulted on the type and amount of premium reduction or monetary incentive.

#### 20.04 - Health Plan Selection and Contracting

- A. The Director of DAS upon recommendation by the JHCC will determine the number of health plans offered to employees in each county or other appropriate geographic grouping. In addition, a statewide plan will be available in every county. Upon recommendation of the JHCC the Director of DAS may offer alternative health plans including but not limited to multiple plan designs and networks and delivery models for medical and drug benefits. If the administrator of the plan is unable to provide a network outside of Ohio, it shall also make available an indemnity plan to State employees assigned to work outside of Ohio.
- B. During the evaluation and selection process, cost will be weighted at no more than fifty percent (50%) of the total. The financial part of the evaluation tool can be increased beyond fifty percent (50%) by the Director of DAS after consultation with the JHCC to evaluate if quality is not compromised.
- C. At any time during this Agreement, the Employer may also conduct rate negotiations with health plans. Negotiations shall only be concerning rates, and once begun, the Employer shall not accept new health plan proposals to amend their schedule of benefits, co-payments, deductibles, or out-of-pocket maximum. The Employer shall consult with the JHCC about the rate negotiations and inform the JHCC on the progress and results of said rate negotiations. If negotiations with a particular health plan do not result in rates which are satisfactory to the Employer, the Employer may, after providing notice to the JHCC refuse to permit any new enrollment in said health plan or cancel the health plan contract.
- D. A consultant with expertise in large group purchasing strategies and quality measurement will be retained to assist in the development and implementation of the health plan selection process, and may be retained to assist with rate negotiations. Experience in the public sector and with employee Unions will be a factor in the consultant selection process.
- E. Where it is advantageous to the Employer and its employees, DAS may execute multi-year contracts or contract extensions with health plans.
- F. If other political subdivisions or Employers are permitted to enroll in the State employee health plans the State will take measures as are necessary to protect such health plans from adverse experience **AND/OR PENALTIES UNDER THE ACA**<sup>13</sup> of such admitted subdivisions or Employers.

#### 20.05 - Employee Costs

- A. Employees will pay fifteen percent (15%) of the health care premium and the Employer will pay eighty-five percent (85%) of the health care premium; however, for any alternative plans offered pursuant to Section 20.04 (A), the employees' premium share will be determined by the Director of DAS, but will not exceed fifteen percent (15%) of the premium. Employees who include a spouse as a dependent for healthcare coverage shall pay a surcharge of twelve dollars and fifty cents (\$12.50) per month in addition to the family premium.  
The State will deduct the employee's monthly share of the health care premium twice a month or biweekly as determined by the Employer.
- B. The Employer's premium share of eighty-five (85%) shall be paid only on behalf of the following employees:
  1. Full-time employees.
  2. ~~For p~~**Part-time employees WHO ARE IN ACTIVE PAY STATUS AN AVERAGE OF THIRTY (30) OR MORE HOURS A WEEK AVERAGED OVER A 12-MONTH MEASUREMENT PERIOD OR OTHERWISE IN ACCORDANCE WITH THE EMPLOYER RESPONSIBILITY PROVISIONS OF THE PATIENT PROTECTION AND AFFORDABLE CARE ACT (PPACA);**<sup>14</sup> (including established-term appointments (ETAs) employees (unless modified by Agency-Specific Agreement) according to the schedule in 20.05(C), provided that all part-time employees who were grandfathered under the provisions of the previous Agreements shall continue to have premiums paid pursuant to those provisions as long **AS THE EMPLOYEE REMAINS IN THE SAME APPOINTMENT CATEGORY.**)<sup>15</sup> **[To be deleted before print: The parties shall create a list of the employees grandfathered under this section no later than August 1, 2015.]**<sup>16</sup>
- C. The Employer's premium share for all **OTHER** part-time employees shall be paid as follows:
  1. The Employer shall pay no share of the premium for part-time employees who are in active pay status an average of less than ~~forty (40)~~ **TWENTY (20) hours A WEEK in a biweekly pay period AVERAGED OVER A 12-MONTH MEASUREMENT PERIOD.**<sup>17</sup> However, such employees shall have the option of self-paying the entire health plan premium.
  2. The Employer shall pay fifty percent (50%) of the premium for part-time employees who are in active pay status an average of ~~forty (40)~~ **TWENTY (20) hours or more A WEEK but less than sixty (60) THIRTY (30) hours A WEEK in a biweekly pay period AVERAGED OVER A 12-MONTH MEASUREMENT PERIOD.**
  3. The Employer shall pay seventy-five percent (75%) of the premium for part-time employees who are in active pay status an average of sixty (60) hours or more but less than eighty (80) hours in a biweekly pay period.

<sup>13</sup> Clarifies that the state fund will not be responsible for Affordable Care Act penalties for other entities if they are added.

<sup>14</sup> Incorporates the Affordable Care Act requirement that an employee who works 30 hours per week is considered full time for health care purposes. It also covers any employee to which the employer should offer healthcare, such as school year employees. It clarifies that the measurement period is 12 months for most employees.

<sup>15</sup> Non-permanent employees who currently receive healthcare will continue to receive healthcare while in the same appointment type.

<sup>16</sup> The parties will create a list of all grandfathered employees by August 1, 2015.

<sup>17</sup> Clarifies hours per week rather than pay period to coincide with the Affordable Care Act.

4. The Employer shall pay eighty-five (85%) of the premium for part-time employees who are in active pay status an average of eighty (80) hours or more in a biweekly pay period:

Average hours in active pay status beginning with the pay period shall be calculated semi-annually ON A 12-MONTH MEASUREMENT PERIOD. PURSUANT TO THE PPACA, THE MEASUREMENT PERIOD AND HOURS REQUIRED TO QUALIFY FOR FULL-TIME HEALTH INSURANCE SHALL BE ADJUSTED FOR EMPLOYEES WHO WORK ON A SCHOOL-YEAR CALENDAR.<sup>18</sup> For newly hired part-time employees, estimated scheduled hours shall determine the Employer contribution toward the premium cost for the first six (6) months YEAR of employment. However, if an employee has been in active pay status during at least six (6) biweekly pay periods at the time that a pay period including January 1 or July 1, commences, calculations for the Employer contribution toward the premium cost shall be based upon the employee's average hours in active pay status for the number of weeks the employee worked.

Employees subject to the pro-rated Employer health plan premium share under this subsection shall be advised in writing regarding the amount of the Employer's share which applies to them. Such information shall be provided to employees with premium changes as soon as practicable after the pay periods including January 1 and July 1 of each year. Employees moving from a full-time position to a part-time position are immediately subject to the pro-rated premium based on the projected number of hours they are scheduled to work.

An Employee who declined enrollment in a health plan because he/she was not eligible to receive any Employer contribution pursuant to this Section, and who after a semi-annual calculation of average hours would otherwise become eligible to receive some Employer contribution, may enroll in a health plan within forty-five (45) days from the annual calculation date.<sup>19</sup>

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

**THE PARTIES RESERVE THE RIGHT TO AMEND THIS SECTION MID-TERM IF THE THIRTY-HOUR THRESHOLD UNDER THE PATIENT PROTECTION AND AFFORDABLE CARE ACT IS AMENDED.**<sup>20</sup>

D. Except as provided for in Section 20.04 (A), employee co-insurance shall not exceed twenty percent (20%) of the paid charges for covered network services. In health plans which offer to employees the option of using a network or a non-network provider or facility, employee coinsurance when using a non-network provider or facility shall not exceed forty percent (40%) of the plan's reimbursement rate for non-network providers. The non-network provider may bill the participant the balance between what is charged and what the plan allows.

E. Except as provided for in Section 20.04 (A), employee out-of-pocket maximums for a benefit period shall not exceed \$1,500 for single coverage and \$2,000 for family coverage when using covered network services. In health plans which offer to employees the option of using a network or non-network provider or facility, employee out-of-pocket maximums for a benefit period shall not exceed a combined total of \$2,000 for single coverage and \$6,000 for family coverage for covered services in any instance. In health plans which do not have network providers and/or network facilities, employee out-of-pocket maximums for a benefit period shall not exceed \$1,500 for single coverage and \$3,000 for family coverage for covered services for use of a service type (i.e., providers or facilities) for which a network option does not exist.

F. **EMPLOYEE OUT-OF-POCKET MAXIMUMS FOR PRESCRIPTION DRUG CO-PAYS FOR A BENEFIT PERIOD SHALL NOT EXCEED A COMBINED TOTAL OF \$2000 FOR SINGLE COVERAGE AND \$4000 FOR FAMILY COVERAGE, FOR THE PLAN YEAR BEGINNING JULY 1, 2015.**<sup>21</sup>

FG. Health Care Spending Account - The Employer will continue to offer a Health Care Spending Account to employees. Only employees who have completed their new hire probationary period are eligible to enroll in the health care spending account. The purpose of this account is for employees to use pre-tax earnings to pay for eligible health care costs as allowed by IRS Code 125 incurred within a calendar year. Such health care costs may include, but are not limited to, annual deductibles, co-pays, co-insurance and medical procedures not covered by the medical, dental, and vision plans like acupuncture, Lasik eye surgery, etc. The Health Care Spending Account Third Party Administrator's fee will be paid for by the State. The annual cap for the employee contribution to the fund shall be two thousand five hundred dollars (\$2,500) for tax year 2013. Upon recommendation of the JHCC the Director of DAS may increase these caps, implement the IRS permitted grace period, and/or implement a debit card to be used by employees to purchase IRS approved medical expenses with their account dollars.

#### 20.06 - Voluntary Supplemental Benefit Plans

The only voluntary supplemental benefit plans offered to State employees whether provided through insurance or otherwise will be those selected via a State administered request for proposal process or pursuant to Article 21 of this Agreement. Only those employees enrolled in a voluntary supplemental benefit plan as of March 1, 2006 that was not selected pursuant to this paragraph may continue to participate in such program.

[To be deleted before print: The parties reserve edits to the benefit coverages. The Department of Administrative Services, Benefit Administration Service, will make edits in conjunction with JHCC, to reflect the current coverages. The parties will update the language to reflect the tentative agreement reached on plan design.]<sup>22</sup>

### ARTICLE 21 – UNION BENEFITS TRUST

#### 21.01 - Trust Governance

The Union Benefits Trust (Trust) established on January 27, 1993, shall remain in effect for the duration of this Agreement for the purpose of offering dental, life, vision and other designated benefits to State of Ohio bargaining unit employees and their dependents. With the concurrence of the State Trustee, which shall not be unreasonably withheld, the Trust may also offer and administer benefits for non-State public sector employee participants provided that the Employer incurs no expense or liability as a result of such action. In the event such benefit plans are extended to non-State employee groups, appropriate separate accounting shall be incorporated by the Trust to clearly identify fund impacts.

<sup>18</sup> Clarifies that school year employees have a different measurement period.

<sup>19</sup> Housekeeping.

<sup>20</sup> Reserves the right for parties to address any changes to the Affordable Care Act.

<sup>21</sup> Incorporates the requirement for a prescription drug out of pocket maximum pursuant to the Affordable Care Act.

<sup>22</sup> Employee cost share changes outlined in the "Health Care Plan Design" chart above the language of Article 20 in this publication will be incorporated into the Article 20 language itself before the contract is printed.

The Union Benefits Trust shall be governed by a Board of Trustees selected in accordance with the Trust Agreement executed on January 27, 1993, as amended from time to time. Trustees who are State employees in active pay status will receive time off with pay at their regular rate to participate in Trust meetings and conferences. The Management co-chair of the JHCC established pursuant to Article 20, or an alternate designated by OCB, shall serve as a member of the Board of Trustees.

The Trustees shall be responsible for establishing rules, regulations, and definitions of eligibility concerning Trust-provided benefits for its participants and shall have fiduciary responsibility for the administration of the Trust pursuant to the Trust Agreement and the laws of the State of Ohio. The Trust shall have the right to establish contracts with administrators and carriers for benefits and other business purposes.

#### **21.02 - Trust Benefits for State Employees**

The Trust shall offer dental, life, and vision benefits to eligible full-time and part-time employees upon an employee's completion of one (1) year of continuous State service. Time spent on leave under the Voluntary Cost Savings Program (Appendix R) shall count toward the employee's continuous service time. Except as otherwise provided for in an Agency Specific Agreement, beginning with the effective date of this Agreement all established term employees whose total State service from the employee's original date of hire is twenty-six (26) pay periods or greater, will be eligible for benefits provided by the Trust. The Employer's contribution will cease on the employee's interruption date or termination date. Trust dental benefits plans which are self-insured shall have the same coordination of benefits (COB) as applied to the Employer's self-insured health plan.

In the event a bargaining unit employee goes on extended medical disability or is receiving OIL, Salary Continuation, or Workers' Compensation benefits, the Employer shall continue payments to the Trust pursuant to Section 21.05 for the period of such disability, but not beyond two (2) years.

The Trust may provide other supplemental benefits to employees and their dependents at no direct cost to the Employer. In no event shall the Trust provide Disability Gap Insurance designed to enhance the Disability Program agreed to in this Agreement.

#### **21.03 - Payroll Deductions**

The Employer shall provide payroll deduction of premiums or fees for voluntary life insurance or other voluntary benefit programs established by the Trust.

#### **21.04 - Administrative Agreement Between the Union Benefits Trust and the Employer**

The July 1, 1993, implementation agreement between the Ohio Department of Administrative Services and the Trust, as amended effective March 1, 2000, shall remain in effect unless and until the agreement is altered by mutual agreement between the Trust and the Employer.

#### **21.05 - Payments**

Effective July 1, 2006~~15~~, the amount transmitted per month per employee shall equal ~~seventy EIGHTY-ONE~~ dollars (\$8170.00); ~~continuing until further modification. EFFECTIVE JULY 1, 2016, THE AMOUNT TRANSMITTED PER MONTH PER EMPLOYEE SHALL EQUAL EIGHTY-TWO DOLLARS (\$82.00). EFFECTIVE JULY 1, 2017, THE AMOUNT TRANSMITTED PER MONTH PER EMPLOYEE SHALL EQUAL EIGHTY-THREE (\$83.00) DOLLARS, CONTINUING UNTIL FURTHER MODIFICATION.~~<sup>1</sup> Employees on leave under Voluntary Cost Savings Program (Appendix R) shall remain eligible under this Article. The fund transmissions will include the aggregate amount of the payroll deductions for voluntary programs administered by the Trust.

If financial analysis and projections reveal that the Trust will not be able to fund basic dental, life and vision benefits in effect July 1, 2006, at existing levels of Employer contribution, the parties shall re-open this Section of the Agreement upon thirty (30) days written notice and meet and negotiate the level of Employer contribution to be effective not earlier than July 1, 2007.

#### **21.06 - Non-Bargaining Unit Coverages for State Employees**

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

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

## **ARTICLE 22 – PERFORMANCE EVALUATION**

#### **22.01 - Use**

The Employer may use performance evaluations pursuant to the Ohio Administrative Code Chapter 123:1-29, except as modified by this Article. All Agencies shall use the current performance evaluation form, which may be revised periodically after consultation with the Union. If an Agency chooses to use a performance evaluation instrument different than that utilized by the Department of Administrative Services, it shall consult with the Union prior to implementing the new instrument.

All non-probationary employees shall be given an employee performance evaluation **ANNUALLY ON A SCHEDULE SELECTED BY THE AGENCY.**<sup>1</sup> ~~during the sixty (60) day period immediately preceding the employee's next step increase. Those employees who are at top step shall be evaluated annually, thereafter.~~

Employee performance evaluations shall be used for all purposes for which employee evaluations are normally used, including but not limited to, merit based incentive programs designed to award employees for specific form of job performance. The performance evaluation shall include a summary conclusion section for the supervisor to rate the employee's overall performance as either "satisfactory" or "unsatisfactory".

<sup>1</sup> *Increases the employer's contribution and ensures the Trust remains fiscally solvent.*

<sup>1</sup> *All employees will be evaluated on a one (1) year basis. The annual evaluation date and schedule will be determined by the individual agency. The schedule for performance evaluation shall not effect an employee's step movement date.*

## 22.02 - Limits

Measures of employee performance obtained through production and/or numerical quotas shall be a criterion applied in evaluating performance. Numerical quotas or production standards when used, shall be reasonable and not arbitrary or capricious.

Performance evaluations shall not be a factor in layoffs.

Employees shall receive and sign a copy of their evaluation forms after all comments, remarks and changes have been noted. A statement of the employee's objection to an evaluation or comment may be attached ~~and put in the personnel file~~ **WHEREVER THE EVALUATION IS MAINTAINED.**<sup>2</sup> Employees are not entitled to Union representation during performance reviews.

*<sup>2</sup> Any objection an employee has regarding a performance evaluation will be documented through the current e-performance system. All objections shall accompany an employees official e-performance file.*

## 22.03 - Appeals

An employee may appeal his/her performance evaluation, by submitting a Performance Evaluation Review Request to the Management designee (other than the Employer representative who performed the evaluation) within seven (7) days after the employee received the completed form for signature. A conference shall be scheduled within seven (7) working days and a written response submitted within seven (7) working days after the conference.

If the employee is still not satisfied with the response, the employee may appeal his/her performance evaluation to the Agency designee (e.g., Human Resources, Labor Relations).

This level of appeal shall not be available to any employee who has received a rating of "Meets" or "Above", in all categories.

The appeal shall contain a reason and/or documents to identify why the performance evaluation is not accurate. Any documents used by the Employer in evaluating an employee's performance shall be furnished by the Employer to the employee upon request. The Agency designee may hold a conference or do a paper review of the performance evaluation. A written response will be issued within fourteen (14) calendar days after the appeal is requested. The performance evaluation appeal process is not grievable, except as outlined below:

If an employee is denied a step increase because his/her overall performance is rated "unsatisfactory," the employee may appeal such action directly to Step Three of the Grievance Procedure. If the grievance is unresolved at Step Three, appeal may be taken to the Office of Collective Bargaining. No further appeal may be taken. Should the appeal be successful, the step increase shall be retroactive to the date on which it was due. If the employee's performance evaluation is not completed on time, the employee shall not be denied a step increase.

## ARTICLE 23 – PERSONNEL RECORDS<sup>1</sup>

<sup>1</sup> No change.

### 23.01 - Personnel Files

The Department of Administrative Services shall retain only such records it deems necessary for auditing purposes in order to support payroll and personnel actions. All other matters pertaining to an employee will be retained within the Agency for which the employee works. In the case of employees working for the Department of Administrative Services, all other matters pertaining to an employee will be retained within Employee Services of the Department of Administrative Services.

Employee personnel files, disciplinary records, and grievance records located at institutions shall be maintained in a manner that does not provide access to inmates, residents and youths.

### 23.02 - Review of Personnel Files

Employees and/or their authorized Union representatives shall have the reasonable right to review the contents of their personnel files. Employees shall have access to all materials in their files except those prohibited by ORC Section 1347.08 (C). Such review may be made during normal working hours. Employees who are not normally scheduled to work when the Personnel Office is open may request to review their files through their supervisor. The supervisor will make the file available in a reasonable amount of time. Reasonable requests to provide one copy of documents in the files shall be honored at no charge.

The employee's personnel file shall not be made available to any organization or person other than the Employer or its agents, without the employee's written authorization unless pursuant to court order, subpoena, or request made pursuant to the Ohio Public Records Act.

### 23.03 - Employee Notification

A copy of any material to be placed in an employee's personnel file that might lead to disciplinary action or negatively affect an employee's job security or advancement shall be provided to the employee. If material is placed in an employee's personnel file without following this procedure, the material will be removed from the file at his/her request. Such material cannot be used in any disciplinary proceeding. An employee can place documents relevant to his/her work performance in his/her personnel file.

## ARTICLE 24 – DISCIPLINE

### 24.01 - Standard

Disciplinary action shall not be imposed upon an employee except for just cause. The Employer has the burden of proof to establish just cause for any disciplinary action. In cases involving termination, if the arbitrator finds that there has been an abuse of a patient or another in the care or custody of the State of Ohio, the arbitrator does not have authority to modify the termination of an employee committing such abuse. Abuse cases which are processed through the Arbitration step of Article 25 shall be heard by an arbitrator selected from the separate panel of abuse case arbitrators established pursuant to Section 25.04. Employees of the Lottery Commission shall be governed by ORC Section 3770.021.

### 24.02 - Progressive Discipline

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

Disciplinary action shall include:

a.—One (1) or more oral reprimand(s) (with appropriate notation in employee's file);<sup>1</sup>

bA. One (1) or more written reprimand(s);

<sup>1</sup> An oral reprimand is no longer an available form of discipline.



eB. One (1) or more working suspension(s). A minor working suspension is a one (1) day suspension, a medium working suspension is a two (2) to four (4) day suspension, and a major working suspension is a five (5) day suspension. No working suspension greater than five (5) days shall be issued by the Employer.

If a working suspension is grieved, and the grievance is denied or partially granted and all appeals re exhausted, whatever portion of the working suspension is upheld will be converted to a fine. The employee may choose a reduction in leave balances in lieu of a fine levied against him/her.

dC. One (1) or more day(s) suspension(s). A minor suspension is a one (1) day suspension, a medium suspension is a two (2) to four (4) day suspension, and a major suspension is a five (5) day suspension. No suspension greater than five (5) days shall be issued by the Employer;

eD.<sup>2</sup>Termination.

Disciplinary action shall be initiated as soon as reasonably possible, recognizing that time is of the essence, consistent with the requirements of the other provisions of this Article. An arbitrator deciding a discipline grievance must consider the timeliness of the Employer's decision to begin the disciplinary process.

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

If a bargaining unit employee receives discipline which includes lost wages, the Employer may offer the following forms of corrective action:

1. Actually having the employee serve the designated number of days suspended without pay;
2. Having the employee deplete his/her accrued personal leave, vacation, or compensatory leave banks of hours, or a combination of any of these banks under such terms as may be mutually agreed to between the Employer, employee, and the Union.

#### **24.03 - Supervisory Intimidation**

An Employer representative shall not use the knowledge of an event giving rise to the imposition of discipline to intimidate, harass or coerce an employee.

In those instances where an employee believes this Section has been violated, he/she may file a grievance, including an anonymous grievance filed by and processed by the Union in which the employee's name shall not be disclosed to the Employer representative allegedly violating this Section, unless the Employer determines that the Employer representative is to be disciplined.

The Employer reserves the right to reassign or discipline Employer representatives who violate this Section.

Knowingly making a false statement alleging patient abuse when the statement is made with the purpose of incriminating another will subject the person making such an allegation to possible disciplinary action.

#### **24.04 - Investigatory Interview**

An employee shall be entitled to the presence of a Union steward at an investigatory interview upon request and if he/she has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her.

When employees have a right to and have requested a steward, stewards shall have the right to be informed of the purpose of the interview and to receive a copy of any documents the Employer gives to an employee to keep, during an investigatory meeting. Employees who are interviewed or testify during an investigation have no right to a private attorney, Ohio Revised Code (ORC) 9.84, notwithstanding.

#### **24.05 - Pre-Discipline**

An employee has the right to a meeting prior to the imposition of a suspension, a fine, leave, reduction, working suspension or termination. The employee may waive this meeting, which shall be scheduled no earlier than three (3) days following the notification to the employee. An employee who is charged, or his/her representative, may make a written request for one (1) continuance of up to forty-eight (48) hours. Such continuance shall not be unreasonably denied. A continuance may be longer than forty-eight (48) hours if mutually agreed to by the parties but in no case longer than sixty (60) days. In the event an employee refuses or fails to attend a pre-disciplinary meeting, the steward and/or representative shall represent in the matter at hand. Where the affected employee is on disability, or applying for disability, and is unable or unwilling to attend the meeting, he/she shall be offered the right to participate by telephone. The call shall be initiated via speakerphone in the presence of the steward and Employer representative or designee. Failure of the employee to respond to the offer or phone call shall result in the meeting proceeding without his/her presence. Any action resulting from said meeting shall not be challengeable on the basis of the employee's absence or lack of participation. Prior to the meeting, the employee and his/her representative shall be informed in writing of the reasons for the contemplated discipline and the possible form of discipline. When the pre-disciplinary notice is sent, the Employer will provide a list of witnesses to the event or act known of at that time and documents known of at that time used to support the possible disciplinary action. If the Employer becomes aware of additional witnesses or documents that will be relied upon in imposing discipline, they shall also be provided to the Union and the employee prior to the meeting. In the event the Employer provides documents on the date of the meeting, the Union may request a continuance not to exceed three (3) days. Such request shall not be unreasonably denied. The Employer representative or designee recommending discipline shall be present at the meeting unless inappropriate or if he/she is legitimately unable to attend. The Appointing Authority's designee shall conduct the meeting. The Union and/or the employee shall be given the opportunity to ask questions, comment, refute or rebut.

At the discretion of the Employer, in cases where a criminal investigation may occur, the pre-disciplinary meeting may be delayed until after disposition of the criminal charges.

#### **24.06 - Imposition of Discipline**

The Agency Head or designated Deputy Director or equivalent shall make a final decision on the recommended disciplinary action as soon as reasonably possible after the conclusion of the pre-discipline meeting. The decision on the recommended disciplinary action shall be delivered to the employee, if available, and the Union in writing within sixty (60) days of the date of the pre-discipline meeting, which date shall be mandatory. It is the intent to deliver the decision to both the employee and the Union within the sixty (60) day timeframe; however, the showing of delivery to either the employee or the Union shall satisfy the Employer's procedural obligation. At the discretion of the Employer, the sixty (60) day requirement will not apply in cases where a criminal investigation may occur and the Employer decides not to make a decision on the discipline until after disposition of the criminal charges.

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

<sup>2</sup> Housekeeping.

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

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

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

An employee may be placed on administrative leave, **WITHOUT LOSS OF PAY (EXCEPT IN CASES THAT FALL WITHIN ORC SECTION 124.388(B)),**<sup>3</sup> or reassigned while an investigation is being conducted except that in cases of alleged abuse of patients or others in the care or custody of the State of Ohio, the employee may be reassigned only if he/she agrees to the reassignment **OR IF THE REASSIGNMENT IS TO A POSITION ON THE SAME SHIFT AND DAYS OFF, WITHOUT LOSS OF PAY AND DOES NOT EXCEED 30 DAYS. [TO BE DELETED BEFORE PRINT - IN APPENDIX Q, THE PARAGRAPH IN THE DYS SECTION TITLED "ADMINISTRATIVE LEAVE AND ROLL CALL PAY" SHALL BE DELETED.] FOR CASES THAT FALL WITHIN ORC SECTION 124.388(B) AS REFERENCED ABOVE, ANY PAYMENT DUE THE EMPLOYEE UNDER SUBSECTION (B) SHALL BE BASED UPON THE EMPLOYEE'S TOTAL RATE PLUS ANY APPLICABLE ROLL CALL PAY. FOR PURPOSES OF THIS PARAGRAPH, "WITHOUT LOSS OF PAY" SHALL MEAN THE EMPLOYEE'S TOTAL RATE PLUS ANY APPLICABLE ROLL CALL PAY.**<sup>4</sup>

<sup>3</sup> Clarifies that an employee may be placed on administrative leave without loss of pay except in circumstances that fall within the Ohio Revised Code, Section 124.388 (B) (Administrative Leave-charged with a violation of law punishable as a felony).

<sup>4</sup> Allows the employer the option to reassign an employee to a position that is on the same shift and same days off without any loss of pay. The reassignment can not last more than 30 days.

#### 24.07 - Prior Disciplinary Actions

All records relating to oral and/or written reprimands **ISSUED ON OR BEFORE MAY 15, 2015** will cease to have any force and effect and will be removed from an employee's personnel file twelve (12) months after the date of the oral and/or written reprimand if there has been no other discipline imposed during the past twelve (12) months. **RECORDS RELATING TO WRITTEN REPRIMANDS ISSUED AFTER MAY 15, 2015 WILL CEASE TO HAVE ANY FORCE AND EFFECT AND WILL BE REMOVED FROM AN EMPLOYEE'S PERSONNEL FILE TWENTY-FOUR (24) MONTHS AFTER THE DATE OF THE WRITTEN REPRIMAND IF THERE HAS BEEN NO OTHER DISCIPLINE IMPOSED DURING THE PAST TWENTY-FOUR (24) MONTHS.**<sup>5</sup>

<sup>5</sup> Oral and written reprimands issued on or before May 15, 2015 will remain in an employee's personnel file for 12 months, if there has been no other discipline imposed during the 12 months. Any written reprimands issued after May 15, 2015 will remain in an employee's personnel file for 24 months, if there has been no other discipline imposed during the 24 months.

Records of other disciplinary action **ISSUED ON OR BEFORE MAY 15, 2015** will be removed from an employee's file under the same conditions as oral/written reprimands after twenty-four (24) months if there has been no other discipline imposed during the past twenty-four (24) months. **RECORDS OF OTHER DISCIPLINARY ACTION ISSUED AFTER MAY 15, 2015 WILL BE REMOVED FROM AN EMPLOYEE'S FILE UNDER THE SAME CONDITIONS AS WRITTEN REPRIMANDS AFTER THIRTY-SIX (36) MONTHS IF THERE HAS BEEN NO OTHER DISCIPLINE IMPOSED DURING THE PAST THIRTY-SIX (36) MONTHS.**<sup>6</sup>

<sup>6</sup> Any type of discipline other than an oral or written reprimand issued on or before May 15, 2015 will remain in an employee's personnel file for 24 months, if there has been no other discipline imposed during the 24 months. Any type of discipline other than a written reprimand issued after May 15, 2015 will remain in an employee's personnel file for 36 months, if there has been no other discipline imposed during the 36 months.

The retention period may be extended by a period equal to employee leaves of fourteen (14) consecutive days or longer, except for approved periods of vacation leave. Employees who are terminated and subsequently returned to work without any discipline through arbitration, shall have the termination entry on their Employee History on Computer (EHOC) stricken.

#### 24.08 - Polygraph Stress Tests

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

#### 24.09 - Drug Testing

The Employer may randomly test, for drugs and alcohol, employees who have direct contact with inmates, parolees or youths, in the Department of Rehabilitation and Correction, Department of Youth Services and for all employees in classifications listed in Appendix M.

Unless mandated by federal law or regulation, there will be no random drug testing of employees covered by this Agreement, except as otherwise specified in this Agreement. A listing of PENs and the names of employees shall be provided to the Union one (1) month after this Agreement is effective. Thereafter, the list shall be provided to the Union representative designated by the President, two (2) times each year. Any drug or alcohol testing shall be conducted pursuant to Appendix M.

The parties recognize that employees in classifications newly added to Appendix M deserve education/orientation on the procedures contained therein. Therefore, for a period of no greater than ninety (90) days following the implementation of this Agreement, no random testing shall occur for the employees newly added to Appendix M. This period shall allow the Employer time to create and implement an educational process on the issues.

#### 24.10 - Employee Assistance Program (EAP)

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

## ARTICLE 25 – GRIEVANCE PROCEDURE

#### 25.01 - Process

- A. A grievance is defined as any difference, complaint or dispute between the Employer and the Union or any employee regarding the application, meaning or interpretation of this Agreement. The grievance procedure shall be the exclusive method of resolving grievances. No employee who has rights to final and binding arbitration of grievances, including disciplinary actions, may file any appeal with the State Personnel Board of Review (SPBR) nor may such Board receive any such appeal.

- B. Grievances may be processed by the Union on behalf of a grievant or on behalf of a group of grievants or itself setting forth the name(s) or group(s) of the grievant(s). The Union shall define the members of a group grievance by the Step ~~TWO~~<sup>1</sup> Three grievance meeting, unless the Union provides evidence that specific and relevant information has been denied which prevents them from defining the group. Either party may have the grievant (or one grievant representing the group grievants) present at any step of the grievance procedure and the grievant is entitled to Union representation at every step of the grievance procedure.
- C. Probationary employees shall have access to this grievance procedure except those who are in their initial probationary period shall not be able to grieve disciplinary actions or removals.
- D. The word "day" as used in this Article means calendar day and days shall be counted by excluding the first and including the last day. When the last day falls on a Saturday, Sunday or holiday, the last day shall be the next day which is not a Saturday, Sunday or holiday.
- E. ~~When different work locations are involved, transmittal of grievance appeals and responses shall be by U.S. mail. The mailing of the grievance appeal form shall constitute a timely appeal if it is postmarked within the appeal period. Likewise, the mailing of the answer shall constitute a timely response if it is postmarked within the answer period. The Employer will make a good faith effort to insure confidentiality.~~<sup>2</sup>
- F. Grievances shall be **FILED USING THE OHGRIEVANCE ELECTRONIC SYSTEM. BARGAINING UNIT EMPLOYEES AND OCSEA REPRESENTATIVES SHALL HAVE ACCESS TO THE OHGRIEVANCE ELECTRONIC SYSTEM FROM THEIR AGENCY WEBSITE (INTRA-NET), OCSEA WEBSITE, AND/OR THE OFFICE OF COLLECTIVE BARGAINING (OCB) WEBSITE. THE OHGRIEVANCE ELECTRONIC SYSTEM MAY BE ACCESSED FROM A HOME OR A WORK COMPUTER OR A COMPUTER IN A DESIGNATED UNION OFFICE. STATE OF OHIO AGENCIES SHALL ENSURE ACCESS TO THE INTERNET IN THE WORKPLACE IS SUFFICIENT FOR USE OF THE ELECTRONIC GRIEVANCE SYSTEM AND THE OCSEA CHAPTER E-MAIL (@OCSEA.ORG) TO FACILITATE THE PROCESSING OF GRIEVANCES. IF, AT ANY TIME, THE ELECTRONIC GRIEVANCE SYSTEM IS UNAVAILABLE FOR TWENTY-FOUR (24) HOURS OR MORE OR A SYSTEM/PROGRAMMING ERROR OCCURS WHICH IMPACTS FILING OR APPEALING A GRIEVANCE, THE GRIEVANCE TIMELINES IN THIS ARTICLE SHALL BE AUTOMATICALLY EXTENDED FOR 72 HOURS.**<sup>3</sup> ~~presented on forms mutually agreed upon by the Employer and the Union and furnished by the Employer to the Union in sufficient quantity for distribution to all stewards. Forms shall also be available from the Employer.~~<sup>4</sup>
- G. It is the goal of the parties to resolve grievances at the earliest possible time and the lowest level of the grievance procedure. Where available, speakerphone and/or teleconferencing may be utilized for the purpose of conducting grievance meetings.
- H. ~~Oral reprimands shall be grievable through Step Two. Written reprimands shall be grievable through Step TWO Three.~~ If an oral or written reprimand becomes a factor in the first subsequent disciplinary grievance that goes to arbitration, the arbitrator may consider evidence regarding the merits of the oral or written reprimand. Any grievance of which an oral or written<sup>5</sup> reprimand is an element of the claim shall not be arbitrable in accordance with this subsection.
- I. Settlement Agreements that require payment or other compensation shall be initiated for payment within two (2) payroll periods following the date the Settlement Agreement is fully executed. If payment is not received within three (3) pay periods, interest at the rate of one percent (1%) shall accrue commencing the first day after the payment was due, and on the same date of subsequent months.
- J. The receipt of a grievance form ~~or the~~ **IN THE ELECTRONIC GRIEVANCE SYSTEM OR THE AUTOMATIC**<sup>6</sup> numbering of a grievance does not constitute a waiver of a claim of a procedural defect.
- K. The Union shall notify the Office of Collective Bargaining (OCB) of the results of the arbitration committee, pre-arbitration review committee and discharge review committee meetings within fourteen (14) days of the meeting. If a grievance is withdrawn by one (1) of the above committees, the Union shall not reinstate the claim beyond sixty (60) days from OCB's receipt of the results of the meeting, unless mutually agreed otherwise.

<sup>1</sup> Housekeeping to reflect electronic grievance system. The grievance procedure steps are now called Step 1 and Step 2.

<sup>2</sup> Grievances are no longer mailed by the U.S. postal service.

<sup>3</sup> Grievances must be filed using the electronic grievance system. Paper grievances will no longer be accepted. Union representatives will be able to access the system and their OCSEA chapter e-mail account from their agency website, OCSEA website, OCB website or any device with internet capability. If the electronic grievance system is unavailable for maintenance or any system errors, grievance timelines will automatically be extended for 72 hours.

<sup>4</sup> Housekeeping.

<sup>5</sup> Housekeeping.

<sup>6</sup> Housekeeping.

## 25.02 - Grievance Steps

### Layoff, Non-Selection, Discipline and Other Advance-Step Grievances

Certain issues which by their nature cannot be settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps may by mutual agreement be filed at the appropriate advance step where the action giving rise to the grievance was initiated. A grievance involving a layoff, non-selection or a discipline shall be initiated at Step ~~TWO~~<sup>7</sup> Three of the grievance procedure within fourteen (14) days of notification of such action.

### Discharge Grievances

The Agency shall forward a copy of the grievance with the grievance number to the Office of Collective Bargaining (OCB) at the time the grievance is filed at Step ~~Three~~<sup>8</sup>. The Agency shall conduct a meeting and respond within sixty ~~FIFTY~~<sup>9</sup> (650) days of the date the grievance was filed at Step ~~TWO~~<sup>10</sup> Three. If the grievance is not resolved at Step ~~TWO~~<sup>11</sup> Three **OR NO MANAGEMENT RESPONSE IS RECEIVED WITHIN FIFTY (50) DAYS FROM SUBMISSION OR THE DATE OF THE AGREED UPON EXTENSION, THE GRIEVANCE SHALL BE AUTOMATICALLY ELIGIBLE FOR APPEAL.**<sup>12</sup> ~~The parties shall conduct a mediation within sixty (60) days of the due date of the Step TWO~~<sup>13</sup> Three response. Nothing in this Section precludes either party from waiving mediation and proceeding directly to arbitration. The Union may request **WILL PROPOSE**<sup>14</sup> arbitration of the grievance within sixty (60) days of the date of the mediation, but no more than one hundred eighty (180) days from the filing of the grievance. ~~The parties shall conduct an arbitration within sixty (60) days of the date of the arbitration request.~~<sup>15</sup> The parties agree that there shall be no more than one thirty (30) day continuance requested for arbitration. If a cancellation is initiated by an arbitrator, the arbitration shall be conducted within thirty (30) days of the date of the cancellation. However, grievances involving criminal charges of on duty actions of the employee, grievants who are unable to attend due to a disability, or grievances that involve an Unfair Labor Practice charge, may exceed the time limits prescribed herein.

<sup>7</sup> Housekeeping.

<sup>8</sup> Housekeeping.

<sup>9</sup> The timelines for management to meet and respond to a removal grievance have changed from 60 days to 50 days from date of submission of the grievance in the electronic system.

<sup>10</sup> Housekeeping.

<sup>11</sup> Housekeeping.

<sup>12</sup> If management fails to respond to a grievance within 50 days of submission or the agreed upon extension date entered into the grievance system, the grievance will be eligible for the chapter representative to appeal.

<sup>13</sup> Housekeeping.

<sup>14</sup> Housekeeping.

<sup>15</sup> Housekeeping.

## INFORMAL DISCUSSION OF GRIEVANCE

AN EMPLOYEE HAVING A COMPLAINT IS ENCOURAGED TO FIRST ATTEMPT TO RESOLVE IT INFORMALLY WITH HIS/HER IMMEDIATE SUPERVISOR AT THE TIME THE INCIDENT GIVING RISE TO THE COMPLAINT OCCURS OR AS SOON THEREAFTER AS IS CONVENIENT. AT THIS MEETING THERE MAY BE A UNION REPRESENTATIVE PRESENT. IF THE EMPLOYEE IS NOT SATISFIED WITH THE RESULT OF THE INFORMAL MEETING, IF ANY, THE EMPLOYEE MAY PURSUE THE FORMAL STEPS OF THE GRIEVANCE PROCESS BELOW.<sup>16</sup>

### Step One - Immediate Supervisor IMMEDIATE SUPERVISOR<sup>17</sup>

The grievant and/or the Union shall orally raise the grievance with the grievant's supervisor who is outside of the bargaining unit. The supervisor shall be informed that this discussion constitutes the first step of the grievance procedure. All grievances must be presented<sup>18</sup> **ALL GRIEVANCES SHALL BE FILED IN THE ELECTRONIC FILING SYSTEM** not later than ten (10) **TWENTY (20)**<sup>19</sup> working days (**THIRTY (30) DAYS FROM THE EFFECTIVE DATE OF THE AGREEMENT THROUGH DECEMBER 31, 2015**)<sup>20</sup> from the date the grievant became or reasonably should have become aware of the occurrence giving rise to the grievance not to exceed a total of thirty (30) days after the event. If being on approved paid leave prevents a grievant from having knowledge of an occurrence, then the time lines shall be extended by the number of days the employee was on such leave except that in no case will the extension exceed sixty (60) days after the event. **THE PARTIES SHALL REFERENCE THE DATE THE GRIEVANCE WAS SUBMITTED IN THE ELECTRONIC FILING SYSTEM TO CONFIRM TIMELINESS.**<sup>21</sup> The immediate supervisor shall render an oral response to the grievance within three (3) working days after the grievance is presented. If the oral grievance is not resolved at Step One, the immediate supervisor shall prepare and sign a written statement acknowledging discussion of the grievance, and provide a copy to the Union and the grievant.<sup>22</sup>

### Step Two - Intermediate Administrator

In the event the grievance is not resolved at Step One, a legible copy of the grievance form shall be presented in writing by the Union to the intermediate administrator or his/her designee within five (5) days of the receipt of the Step One answer or the date such answer was due, whichever is earlier. The written grievance shall contain a statement of the grievant's complaint, the Section(s) of the Agreement allegedly violated, if applicable, the date of the alleged violation and the relief sought. The form shall be signed and dated by the grievant. Within seven (7) days after the grievance is presented at Step Two, the intermediate administrator shall discuss the grievance with the Union and the grievant.<sup>23</sup> **THE EMPLOYER MUST ENTER THE MEETING DATE AND ANY AGREED UPON EXTENSIONS IN THE SYSTEM.**<sup>24</sup> The intermediate administrator shall render **MEET AND SUBMIT** a written answer to the grievance **IN THE ELECTRONIC GRIEVANCE SYSTEM** within eight (8) **FIFTEEN (15)**<sup>25</sup> days **OF SUBMISSION OR AGREED UPON EXTENSION DATE** after such a discussion is held and provide a copy of such answer and return a legible copy of the grievance form to the grievant and a copy to one representative designated by the Union.<sup>26</sup> **IF THE GRIEVANCE IS STILL UNRESOLVED, THE GRIEVANCE MAY BE APPEALED BY THE UNION TO THE AGENCY HEAD OR DESIGNEE WITHIN FIFTEEN (15) DAYS AFTER RECEIPT OF THE STEP ONE RESPONSE. IF NO STEP ONE RESPONSE IS ISSUED WITHIN FIFTEEN (15) DAYS OF FILING THE GRIEVANCE AND THE PARTIES HAVE NOT AGREED UPON AN EXTENSION, THE GRIEVANCE SHALL AUTOMATICALLY BECOME ELIGIBLE FOR APPEAL. WHEN AN EXTENSION HAS BEEN AGREED TO, MANAGEMENT WILL SUBMIT THE RESPONSE WITHIN FIFTEEN (15) DAYS OF THE EXTENSION DATE OR THE GRIEVANCE WILL BE AUTOMATICALLY ELIGIBLE FOR APPEAL. THE OCSEA CHAPTER REPRESENTATIVE OR DESIGNEE MUST APPEAL THE GRIEVANCE TO THE AGENCY HEAD OR DESIGNEE WITHIN FIFTEEN (15) DAYS OF ELIGIBILITY FOR APPEAL. REGARDLESS OF WHETHER A RESPONSE IS SUBMITTED BY THE AGENCY, IF NO ACTION IS TAKEN BY THE UNION WITHIN THIRTY (30) DAYS OF ELIGIBILITY FOR APPEAL, THE GRIEVANCE WILL CLOSE.**<sup>27</sup>

### Step Three TWO - Agency Head or Designee

If the grievance is still unresolved, a legible copy of the grievance form shall be presented by the Union to the Agency Head or designee in writing within ten (10) days after receipt of the Step Two response or after the date such response was due, whichever is earlier.<sup>28</sup>

**IF THE GRIEVANCE IS APPEALED TO THE AGENCY HEAD OR DESIGNEE,** Within fifteen (15) days after the receipt of the written grievance, the parties shall meet **WITHIN FIFTY (50) DAYS**<sup>29</sup> in an attempt to resolve the grievance unless the parties mutually agree otherwise. **MANAGEMENT MUST ENTER THE MEETING DATE AND ANY AGREED UPON EXTENSIONS IN THE ELECTRONIC GRIEVANCE SYSTEM.**<sup>30</sup> By mutual agreement of the parties, Agencies may schedule Step ~~Three~~ **TWO** meetings on a monthly basis, by geographic areas, so that all grievances that have been newly filed, that have been advanced to Step ~~Three~~ **TWO**<sup>31</sup> or that have been continued since the previous month, can be heard on a regular basis. At the Step ~~Three~~ **TWO**<sup>32</sup> meeting the grievance may be settled or withdrawn, or a response shall be prepared and issued **SUBMITTED**<sup>33</sup> by the Agency Head or designee, within thirty-five (35) **FIFTY (50)** days of the meeting **APPEAL OR AGREED UPON EXTENSION DATE.**<sup>34</sup> The response will include a description of the events giving rise to the grievance, and the rationale upon which the decision is rendered. The Agency may grant, modify or deny the remedy requested by the Union. Any grievances resolved at Step ~~Three~~ **TWO**<sup>35</sup> or at earlier steps shall not be precedent setting at other institutions or Agencies unless otherwise agreed to in the settlement. **REPRIMANDS ARE GRIEVABLE THROUGH STEP 2 ONLY; NO APPEAL BEYOND STEP 2 IS AVAILABLE.**<sup>36</sup> The response shall be forwarded to the grievant and a copy will be provided to the Union representative who was at the meeting or one who is designated by the Local Chapter. Additionally, a copy of the answer will be forwarded to the Union's Central Office. This response shall be accompanied by a legible copy of the grievance form.<sup>37</sup>

**IF THE GRIEVANCE IS UNRESOLVED AT STEP TWO, THE OCSEA CHAPTER REPRESENTATIVE OR DESIGNEE MUST APPEAL THE GRIEVANCE TO ALTERNATIVE DISPUTE RESOLUTION (ADR) WITHIN FIFTEEN (15) DAYS OF THE STEP TWO RESPONSE DUE DATE. IF THE EMPLOYER DOES NOT MEET AND RESPOND TO THE GRIEVANCE AT STEP TWO WITHIN FIFTY (50) DAYS OF FILING OR THE AGREED UPON EXTENSION DATE, THE GRIEVANCE SHALL BE AUTOMATICALLY**

<sup>16</sup> Allows the parties to discuss and resolve a complaint prior to filing a grievance. A union representative may be present at this meeting. If the parties are unable to resolve the issue, the union may file a grievance as outlined in the grievance procedure steps.

<sup>17</sup> Step 1 and Step 2 have been renamed in the electronic system.

<sup>18</sup> Redefined in the new section titled "Informal Discussion of Grievance" above.

<sup>19</sup> The timeline to file a grievance at Step 1 is changed from 10 working days to 20 days from the date of the occurrence or becoming aware of the occurrence.

<sup>20</sup> The union will have 30 days from the date of the occurrence or becoming aware of the occurrence to file a grievance at Step 1, until December 31, 2015, while the parties become familiar with the new electronic system. After December 31st, the union will have 20 days from the date of the occurrence or becoming aware of the occurrence to file a grievance.

<sup>21</sup> The submission date within the electronic grievance system will be considered the file date for the purpose of timeliness.

<sup>22</sup> Housekeeping.

<sup>23</sup> Housekeeping.

<sup>24</sup> All Step meeting dates and any agreed upon extensions must be entered into the electronic grievance system by management.

<sup>25</sup> Management has 15 days from the date of submission of the grievance or the agreed upon extension date to meet and render a decision in the electronic grievance system.

<sup>26</sup> Housekeeping.

<sup>27</sup> The chapter representative must appeal grievances within 15 days of the management response or 15 days from the submission of the grievance, whichever is earlier. If management fails to respond in a timely manner the grievance will be eligible to appeal. The chapter representative will have 15 days to appeal grievances. If no action has been taken on a grievance by the union, the grievance will close in 30 days.

<sup>28</sup> Housekeeping.

<sup>29</sup> Once the chapter representative appeals a grievance, the parties have 50 days to meet and have management render a decision.

<sup>30</sup> Management must enter all meeting and extension dates in the electronic system. The union is responsible to appeal grievances timely if dates are not entered.

<sup>31</sup> Housekeeping.

<sup>32</sup> Housekeeping.

<sup>33</sup> Housekeeping.

<sup>34</sup> Management has 50 days from the date of filing or appeal to Step 2 to issue a decision in the electronic system.

<sup>35</sup> Housekeeping

<sup>36</sup> Reprimands are only grievable to Step 2 of the grievance procedure. Reprimands will automatically close upon the entering of the management Step 2 response in the electronic system.

<sup>37</sup> Housekeeping

**ELIGIBLE FOR APPEAL. THE OCSEA CHAPTER REPRESENTATIVE OR DESIGNEE MUST APPEAL THE GRIEVANCE TO ADR WITHIN FIFTEEN (15) DAYS OF ELIGIBILITY FOR APPEAL. REGARDLESS OF WHETHER A RESPONSE IS SUBMITTED BY THE AGENCY, THE GRIEVANCE WILL CLOSE IF NO ACTION IS TAKEN BY THE UNION WITHIN THIRTY (30) DAYS OF ELIGIBILITY FOR APPEAL.**<sup>38</sup>

**Step Four – Mediation/Office of Collective Bargaining ALTERNATIVE DISPUTE RESOLUTION (ADR)**<sup>39</sup>

If the Agency is untimely with its response to the grievance at Step Three, absent a mutually agreed-to time extension, the Union may appeal the grievance to Step Four requesting a meeting by filing a written appeal and a legible copy of the grievance form to the Deputy Director of the Office of Collective Bargaining within fifteen (15) days of the date of the due date of the Step Three answer. Upon receipt of a grievance, as a result of a failure to meet time limits by the Agency, OCB shall schedule a meeting with the Staff representative and a Chapter representative within thirty (30) days of receipt of the grievance appeal in an attempt to resolve the grievance unless the parties mutually agree otherwise. Within thirty-five (35) days of the OCB meeting, OCB shall provide a written response which may grant, modify or deny the remedy being sought by the Union. The response will include the rationale upon which the decision is rendered and will be forwarded to the grievant, the Union's Step Three representative(s) who attend the meeting and the OCSEA Central Office.

If the grievance is not resolved at Step Three, or if the Agency is untimely with its response to the grievance at Step Three, absent any mutually agreed-to time extension, the Union may appeal the grievance to mediation by filing a written appeal and a legible copy of the grievance form to the Deputy Director of the Office of Collective Bargaining within fifteen (15) days of the receipt of the answer at Step Three or the due date of the answer if no answer was given, whichever is earlier. OCB shall have sole management authority to grant, modify or deny the grievance at **ADR AND ARBITRATION Steps Four and Five.**<sup>40</sup>

Either the Office of Collective Bargaining or the Union may advance a grievance directly from **ADR Step Four to ARBITRATION Step Five BY WAIVING ADR**<sup>41</sup> if that party believes that mediation would not be useful in resolving the dispute. **THE PARTIES MUST SUBMIT A WAIVER IN WRITING.**<sup>42</sup>

The parties shall mutually agree to a panel of at least five (5) persons to serve in the capacity of grievance mediators. The procedure for selecting this panel shall be the same as set forth in Section 25.05 for the selection of arbitrators. No mediator/arbitrator shall hear a case at both mediation and arbitration, **UNLESS MUTUALLY AGREED UPON.**<sup>43</sup> The fees and expenses of the mediator shall be shared equally by the parties.

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

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

The disposition of grievances discussed during the mediation meeting will be listed by the representative from the Office of Collective Bargaining on a form mutually agreed to by the parties. A copy of the summary shall be provided to the Union within five (5) days. **OCB WILL ENTER THE RESULTS OF THE ADR MEETING INTO THE ELECTRONIC GRIEVANCE SYSTEM, INCLUDING ANY CLOSING PAPERWORK FOR EACH GRIEVANCE.**<sup>44</sup>

The parties will consolidate cases for mediation **ADR**<sup>45</sup> and, whenever possible, schedule the mediation **ADR**<sup>46</sup> meetings at decentralized locations. A Union staff representative, grievant and a steward or Chapter President as designated by the Union may be present at the mediation of a grievance. No more than two (2) of the Union representatives present including the grievant may be on paid leave by the Employer. Each party may have no more than three (3) representatives present at the mediation of a grievance.

**Step Five – Arbitration**<sup>47</sup>

Grievances which have not been settled **RESOLVED** under the foregoing **ADR**<sup>48</sup> procedure **SHALL BE CONSIDERED ELIGIBLE FOR ARBITRATION WHEN PROPOSED.**<sup>49</sup> may be appealed to arbitration by the Union by providing written notice to the Deputy Director of the Office of Collective Bargaining within sixty (60) days of the mediation meeting or the postmarked date of the mediation waiver but no longer than ninety (90) days from the Step Three response. The parties shall strive to schedule all grievances, other than discharge grievances, filed on or after March 1, 2006; within two hundred forty (240) days from the date of mediation **ADR** or the date of the mediation **ADR** waiver. The timeframe may be waived by mutual agreement between OCSEA and OCB. ~~The Agencies shall send a copy of the Step Three responses to the OCSEA central office and to the Union representative who was at the Step Three meeting or one who is designated by the local chapter.~~<sup>50</sup>

**25.03 - Arbitration Procedures**

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

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

The Employer or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Such requests shall be made no later than three (3) work days prior to the start of the arbitration hearing, except under unusual circumstances where the Union or the Employer has been unaware of the need for subpoena of such witnesses or documents, in which case the request shall be made as soon as practicable. Each party shall bear the expense of its own witnesses who are not employees of the Employer.

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

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

<sup>38</sup> The chapter representative has 15 days to appeal grievances to Alternative Dispute Resolution (ADR) from the date management rendered a response or 50 days from the filing or appeal to Step 2, whichever is earlier. If no appeal is made the grievance will automatically close within 30 days. ADR includes both Mediation and Non-Traditional Arbitration (NTA).

<sup>39</sup> Housekeeping.

<sup>40</sup> Housekeeping.

<sup>41</sup> Housekeeping.

<sup>42</sup> Either party waiving mediation must submit the waiver in writing to OCSEA or OCB.

<sup>43</sup> Housekeeping.

<sup>44</sup> The outcome of each grievance at the ADR meeting will be entered into the electronic system by OCB, along with any closing paperwork.

<sup>45</sup> Housekeeping.

<sup>46</sup> Housekeeping.

<sup>47</sup> Housekeeping.

<sup>48</sup> Housekeeping.

<sup>49</sup> A grievance is considered eligible for arbitration once it has gone through all OCSEA's Arbitration and Discharge Review Committee processes and is proposed to OCB for arbitration by OCSEA.

<sup>50</sup> Housekeeping.

The decision and award of the arbitrator shall be final and binding on the parties. The arbitrator shall render his/her decision in writing as soon as possible, but no later than forty-five (45) days after (1) the conclusion of the hearing; **OR (2) THE DATE WRITTEN CLOSINGS ARE DUE TO THE ARBITRATOR,**<sup>51</sup> unless the parties agree otherwise.

<sup>51</sup> *Housekeeping.*

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

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

#### 25.04 - Grievance Procedure Committees

- A. The Union may request time off without pay for up to nine (9) employees to attend arbitration committee meetings. Such requests shall be made at least ten (10) calendar days in advance to the Office of Collective Bargaining (OCB) except under unusual circumstances. OCB shall not unreasonably deny such requests.
- B. The Union may request time off with pay for up to three (3) members to attend the discharge review committee meetings. Such requests shall be made at least ten (10) calendar days in advance to the OCB except under unusual circumstances. OCB shall not unreasonably deny such requests.
- C. The Union may request time off without pay for one (1) member, no more than six (6) times per year, to attend a Pre-Arbitration Review Committee (PARC) meeting. Such requests shall be made within ten (10) calendar days in advance to the OCB except under unusual circumstances. OCB shall not unreasonably deny such requests.

#### 25.05 - Arbitration/Mediation Panels

The parties agree that a panel of no less than eight (8) arbitrators shall be selected to hear arbitration cases covered under this Agreement, except that all disciplinary grievances in which the discipline is the result of alleged abuse of a patient or another in the care or custody of the State of Ohio shall be submitted to a separate panel of four (4) arbitrators selected from the main arbitration panel.

The procedure for selecting the panels shall be as follows:

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

<sup>52</sup> *Housekeeping.*

<sup>53</sup> *Grievances will automatically close within the electronic system if no action is taken within 30 days of appeal eligibility.*

#### 25.06 - Time Limits

Grievances may be **SETTLED OR**<sup>52</sup> withdrawn at any step of the grievance procedure. Grievances not appealed within the designated time limits will be treated as withdrawn grievances. **GRIEVANCES NOT APPEALED WITHIN THIRTY (30) DAYS OF ELIGIBILITY FOR APPEAL WILL CLOSE IF NO ACTION IS TAKEN.**<sup>53</sup>

The time limits at any step may be extended by mutual agreement of the parties involved at that particular step. Such extension(s) shall be **ENTERED INTO THE ELECTRONIC GRIEVANCE SYSTEM BY THE LABOR RELATIONS OFFICER OR DESIGNEE.**<sup>54</sup> *in-writing.*

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

<sup>54</sup> *All extensions to grievances, at any step of the grievance procedure, must be entered into the electronic system by the Labor Relations Officer (LRO). The parties should put extensions in writing and have the LRO upload them into the electronic system. If the LRO fails to enter an agreed upon extension, the chapter must appeal the grievance within the original timeframe.*

#### 25.07 - Time Off, Meeting Space and Telephone Use

The grievant(s) and/or Union steward will be permitted reasonable time off without loss of pay during their working hours to file or appeal grievances and to attend grievance step meetings. The steward shall be given reasonable time off without loss of pay during his/her working hours to investigate grievances. Witnesses whose testimony is relevant to the Union's presentation or argument will be permitted reasonable time off without loss of pay to attend a grievance meeting and/or respond to the Union's investigation. The steward shall not leave his/her work to investigate, file or process grievances without first notifying and making mutual arrangements with his/her supervisor or designee as well as the supervisor of any unit to be visited. Such arrangements shall not be unreasonably denied. **ANY TIME AWAY FROM JOB DUTIES UNDER THIS SECTION SHALL BE INDICATED ON THE AGENCY'S FORM OR LOG IF REQUIRED UNDER SECTION 3.11 OF THIS AGREEMENT.**<sup>55</sup>

Upon request, the grievant and Union shall be allowed the use of an available, appropriate room, **SCANNER**, and copier, where available, for the purpose of copying/**SCANNING**<sup>56</sup> the grievance trail while processing a grievance. The Union shall be permitted the reasonable use of telephone facilities for investigating or processing grievances. Any telephone tolls shall be paid by the Union.

**WHERE THERE IS NO COMPUTER AND INTERNET AVAILABLE FOR THE LOCAL UNION TO USE DURING ANY GRIEVANCE HEARINGS, THE LOCAL UNION MAY USE THEIR OWN COMPUTER/TABLET AND WI-FI ACCESS DEVICE FOR THE PURPOSE OF ACCESSING THE ELECTRONIC GRIEVANCE SYSTEM AND CHAPTER E-MAIL. THE COMPUTER/TABLET AND WI-FI ACCESS DEVICE USED BY THE UNION MUST BE PASSWORD PROTECTED. THE LOCAL UNION WILL BE RESPONSIBLE FOR OBTAINING AND MAINTAINING THE NECESSARY PASSWORD PROTECTION FOR THE COMPUTER/TABLET AND WI-FI ACCESS DEVICE.**<sup>57</sup>

<sup>55</sup> *Any time a steward is away from their regular job duties to perform grievance processing duties, they must follow their agency policy for completing the agency log or form in accordance with Article 3.11.*

<sup>56</sup> *Housekeeping.*

<sup>57</sup> *Allows the chapter to utilize their own laptop/tablet in grievance hearings to access the electronic system and their assigned OCSEA chapter e-mail. The chapter is responsible for their own wi-fi, if none is available at the agency, and must be password protected. The chapter should notify the LRO if the chapter will be choosing to utilize their own laptop/tablet.*

#### 25.08 - Other Grievance Resolution Methods

The parties agree that during the term of this Agreement each party will review the grievance history including but not limited to grievances arising from suspensions, for the purpose of developing Agency Specific Agreements that will

be designed to expedite the final resolution of grievances. Such Agreements will consider effective use of existing staff resources.

#### 25.09 - Relevant Witnesses and Information

The Union may request specific documents, books, papers or witnesses reasonably available from the Employer and relevant to the grievance under consideration. Such request shall not be unreasonably denied. Proficiency tests or other assessments shall only be released pursuant to Article 17, Section 17.06.

This Section applies to all steps of the grievance procedure: The Employer shall provide copies of documents, books and papers relevant to the grievance without charge to the Union, unless the request requires more than ninety (90) minutes of employee time to produce and/or copy, at which time the Union will be charged ten cents (\$.10) per page.

#### 25.10 - Expedited Arbitration Procedure

In the interest of achieving a more efficient handling of disciplinary grievances, the parties may agree to an expedited arbitration procedure. This procedure is intended to replace the procedure in Section 25.02, ~~Step Five~~ **ARBITRATION**,<sup>58</sup> for the resolution of grievances. The procedure will operate in the following manner:

<sup>58</sup> *Housekeeping.*

- A. A special list of arbitrators will be chosen by the parties to hear all expedited arbitrations during the term of this Agreement.
- B. The arbitrator will normally hear at least four (4) grievances at each session unless mutually agreed otherwise. The grievances will be grouped by institution and/or geographic area and heard in that area. The parties will endeavor to develop and maintain a regular schedule for the handling of expedited arbitrations at each department or Agency.
- C. Grievance presentation will be limited to a preliminary introduction, a short reiteration of facts and a brief oral argument. No briefs or transcripts shall be made. If witnesses are used to present facts, there will be no more than three (3) per side including the grievant. In cases where there is an issue of procedural arbitrability, each party will be permitted two (2) additional witnesses.
- D. The arbitrator will either give a bench decision or issue a written decision within five (5) calendar days. The arbitrator can either uphold or deny the grievance or modify the relief sought. All decisions will be final and binding. Decisions issued pursuant to this procedure shall have precedence for progressivity purposes only or unless mutually agreed otherwise by the parties.
- E. The cost of the arbitrator and the expenses of the hearing will be shared equally by the parties.

#### 25.11 - Non-Traditional Arbitration

The parties agree to utilize a variety of non-traditional arbitration mechanisms. Such mechanisms may include but not be limited to, presentation of argument based on factual stipulations, presentation of argument without factual stipulations, and presentation of more than one case on a given day with written bench decisions being rendered by the arbitrator. The arbitrator shall issue a written decision to the parties by the end of the hearing day. Decisions issued pursuant to this procedure shall have precedence for progressivity purposes only or unless mutually agreed otherwise by the parties.

Except for patient/client related cases, the grievances presented to the arbitrator under this Section will consist of disciplinary actions of five (5) days or less **AND NON-SELECTION GRIEVANCES WHERE THE SOLE ISSUE IS WHETHER AN EMPLOYEE MET THE MINIMUM QUALIFICATIONS FOR THE POSITION**,<sup>59</sup> unless mutually agreed otherwise. In disciplinary grievances **FOR SUSPENSIONS LESS THAN THREE (3) DAYS** adjudicated in this forum, ~~there shall be no mediation,~~ and the Employer and the Union are limited to one (1) witness each, **UNLESS MUTUALLY AGREED OTHERWISE**.<sup>60</sup> The grievant, chapter representative and staff representative are all parties to the proceeding; however, testimony will be limited to either the grievant or the Union witness. The arbitrator may ask questions of the witness and/or the grievant. **IN NON-SELECTION GRIEVANCES AND DISCIPLINARY GRIEVANCES FOR SUSPENSIONS OF THREE (3) DAYS OR MORE ADJUDICATED IN THIS FORUM, THE EMPLOYER AND THE UNION ARE LIMITED TO TWO (2) WITNESSES EACH. DISCIPLINARY GRIEVANCES ADJUDICATED IN THIS FORUM SHALL NOT BE MEDIATED.**<sup>61</sup>

<sup>59</sup> *Discipline grievances of 5 days or less and all non-selection grievances that pertain to whether or not an employee met the minimum qualifications of a position will go to Non-Traditional Arbitration (NTA).*

<sup>60</sup> *Discipline grievances of less than 3 days will go to NTA with only one witness each, unless the parties mutually agree otherwise.*

<sup>61</sup> *Discipline grievances of 3 days or more and non-selection grievances will go to NTA and the parties can utilize 2 witnesses each, unless mutually agreed otherwise. Suspension grievances will not be mediated. Non-selection grievances will continue to be mediated.*

The Union and Office of Collective Bargaining may jointly decide to take issue grievances to non-traditional arbitration.

#### 25.12 - Attendance

In the event an employee refuses or fails to attend a mediation, an expedited arbitration, a non-traditional arbitration or an arbitration, the Union must, except in extraordinary circumstances, proceed with the hearing or have the right to withdraw the grievance.

#### 25.13 - ~~Joint Training~~ **ELECTRONIC GRIEVANCE SYSTEM**<sup>62</sup>

~~In an effort to reduce and resolve disputes, the parties are committed to joint training(s) for Union officials, staff representatives, human resources and labor relations personnel. The parties may conduct a conference regarding contract interpretation by October, 2012.~~<sup>63</sup>

<sup>62</sup> *Housekeeping.*

<sup>63</sup> *Housekeeping.*

**THE PARTIES WILL CONTINUE DISCUSSION TO EXAMINE, IMPROVE, AND IMPLEMENT ELECTRONIC SIGNATURES FOR PURPOSES OF RESOLVING AND CLOSING GRIEVANCES.**<sup>64</sup> **THE UNION WILL BE ALLOWED A REASONABLE AMOUNT OF TIME TO TRAIN STEWARDS ON THE ELECTRONIC GRIEVANCE SYSTEM DURING WORK HOURS. REQUEST FOR SUCH TIME SHALL NOT BE UNREASONABLY DENIED.**<sup>65</sup>

<sup>64</sup> *Electronic signatures will be discussed for implementation in the electronic system to allow chapters to sign and close grievances.*

<sup>65</sup> *The union will be able to train stewards on the electronic system on work time. Any request shall not be unreasonably denied by management.*

#### 25.14 - Miscellaneous

The parties may, by mutual agreement, alter any procedure or provision outlined herein so long as the mutual agreement does not differ from the spirit of this Article. ~~The parties may examine procedures for the electronic filing and processing of grievances. The parties agree to meet and create a process to expedite grievances filed under Article 17.~~<sup>66</sup>

<sup>66</sup> *Housekeeping.*

## ARTICLE 26 – HOLIDAYS<sup>1</sup>

<sup>1</sup> *No change.*

#### 26.01 - Observance

The following holidays will be observed:

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

Any other day proclaimed as a holiday by the Governor of the State of Ohio or the President of the United States. A holiday shall start at 12:01 a.m. or with the work shift that includes 12:01 a.m. Upon request, an employee may observe a religious holiday provided that the time off is charged to vacation, compensatory time, personal leave or leave without pay.

When a holiday falls on a Sunday, the holiday is observed on the following Monday. When a holiday falls on a Saturday, the holiday is observed on the preceding Friday. In facilities that operate on Saturday and/or Sunday, or where Work Area Agreements exist, and when the employees' work week is other than Monday through Friday, the holiday will be observed on the day on which it falls.

Employees scheduled to work more than eight (8) hours in a day, may be required to change their schedule to include five (5) eight (8) hour shifts during the week including the holiday, any such schedule changes will be in accordance with Section 13.02. In such case, the employee will receive eight (8) hours of holiday pay for the day the holiday is observed. If an employee is on an alternative schedule and, as defined in Section 13.13 of the Agreement, whose day off falls on the recognized holiday may have the next scheduled day designated as the holiday for purposes of this Article.

#### **26.02 - Holiday Pay**

Employees shall receive holiday pay for the number of hours they would normally be scheduled to work the day the holiday is observed. An employee whose scheduled work day off falls on a holiday will receive eight (8) hours holiday pay for that day.

Part-time employees shall receive four (4) hours of pay for each holiday.

#### **26.03 - Work on Holidays**

Employees required to work on a holiday will be compensated at their discretion either at the rate of one and one-half (1 1/2) times their regular rate of pay, or granted compensatory time at the rate of one and one-half (1 1/2) times, plus straight time pay for the holiday. The choice of compensatory time or wages will be made by the employee.

Holiday work beyond regularly scheduled work shall be distributed among employees by the provisions covered in Article 13. No employee's posted regular schedule or days off shall be changed to avoid holiday premium pay. Once posted, the employee's schedule shall not be changed, except that an employee who is scheduled to work on the holiday may be directed not to report to work on the holiday. The Agency reserves the right to determine the number of employees needed to work the holiday.

#### **26.04 - Eligibility for Holiday Pay**

An employee on vacation or scheduled sick leave during a holiday will not be charged vacation or sick leave for the holiday.

The following provision shall only apply to the following holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, and Christmas Day. Employees in classifications identified by the Employer as normally requiring overtime to cover an absence and who are scheduled to work and call off sick the scheduled day before, the day of, or the scheduled day after a holiday shall forfeit their right to holiday pay for that day, unless there is documented, extenuating circumstances which prohibit the employee from reporting for duty. If the employee works a shift between his/her scheduled shift before or after the holiday, the employee does not forfeit his/her holiday pay.

## **ARTICLE 27 – PERSONAL LEAVE**

#### **27.01 - Eligibility for Personal Leave**

Each employee shall be eligible for personal leave at his/her regular rate of pay.

#### **27.02 - Personal Leave Accrual**

Employees shall be entitled to four (4) personal leave days each year. Eight (8) hours of personal leave shall be credited to each employee in the first earnings statement which the employee receives after the first day of January, April, July and October of each year. Full-time employees who are hired after the start of a calendar quarter shall be credited with personal leave on a prorated basis. Part-time employees shall accrue personal leave on a prorated basis. Proration shall be based upon a formula of .015 hours per hour of non-overtime work.

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

#### **27.03 - Charge of Personal Leave**

Personal leave which is used by an employee shall be charged in minimum units of ~~one-tenth (1/10)~~ **TWO (2)** hourS.<sup>1</sup>

#### **27.04 - Notification and Approval of Use of Personal Leave**

Personal leave shall be granted if an employee makes the request with a forty-eight (48) hour notice. In an emergency the request shall be made as soon as possible and the supervisor will respond promptly. The leave shall not be unreasonably denied. In the following Institutional Agencies: Mental Health, Developmental Disabilities, Department of Youth Services, and Department of Veterans Services personal leave use on the day before or after Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day, and Independence Day shall be requested at least seven (7) calendar days in advance.

<sup>1</sup> The minimum amount of Personal Leave that can be requested and used increases from 1/10<sup>th</sup> of an hour to 2 hours.



When any bargaining unit, not covered by this Agreement, has filed a Notice of Intent to Strike or engages in a wildcat strike, the Employer reserves the right to cancel or deny all personal leave requests. Personal leave shall not be taken on a holiday.

**27.05 - Prohibitions**

Personal leave may not be used to extend an employee's date of resignation or date of retirement.

**27.06 - Conversion or Carry Forward of Personal Leave Credit at Year's End**

Personal leave not used may be carried forward or paid at the employee's option. Payment to be made in the first pay received in December. Maximum accrual of personal leave shall be forty (40) hours.

**27.07 - Conversion of Personal Leave Credit Upon Separation from Service**

An employee who is separated from State service shall be entitled to convert the unused earned amount of personal leave. This payoff shall be at the employee's regular rate of pay. Upon the death of a permanent employee, unused earned personal leave shall be converted to cash and credited to his/her estate.

**27.08 - Transfer of Personal Leave Credit**

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

**27.09 - Leave Availability**

Newly accrued personal leave is not available for use until it appears on the employee's earnings statement and on the date the funds are made available.

**ARTICLE 28 – VACATIONS<sup>1</sup>**

<sup>1</sup> No change.

**28.01 - Rate of Accrual**

Permanent employees shall be granted vacation leave with pay at regular rate as follows, except that those employees who have less than eighty (80) hours in an active pay status in a pay period shall be credited with a prorated amount of leave according to the following schedule:

Length of State Service	Accrual Rate
	Hours Earned Per 80 Hours in Active Pay Status Per Pay Period
Less than 4 years	3.1 hours
4 years or more	4.6 hours
9 years or more	6.2 hours
14 years or more	6.9 hours
19 years or more	7.7 hours
24 years or more	9.2 hours

Employees may use their accrued leave at the completion of their probationary period.

Employees who provide valid documentation to their Agency's Human Resources department shall receive credit for prior service with the State, the Ohio National Guard, or any political subdivision of the State for purposes of computing vacation leave in accordance with ORC 9.44. This new rate shall take effect starting the pay period immediately following the pay period that includes the date that the Department of Administrative Services processes and approves their request. Time spent concurrently with the Ohio National Guard and a State Agency or political subdivision shall not count double.

An employee who has retired in accordance with the provisions of any retirement plan offered by the State and who is employed by the State or any political subdivision of the State on or after June 24, 1987, shall not have his/her prior service with the State or any political subdivision of the State counted for the purpose of computing vacation leave.

The accrual rate for any employee who is currently receiving a higher rate of vacation accrual will not be retroactively adjusted. All previously accrued vacation will remain to the employee's credit.

**28.02 - Maximum Accrual**

Vacation credit may be accumulated to a maximum that can be earned in three (3) years. Further accumulation will not continue when the maximum is reached. When an employee's vacation reaches the maximum level, and if the employee has been denied vacation during the past twelve (12) months, the employee will be paid for the time denied but no more than eighty (80) hours in a pay period.

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

**28.03 - Procedure**

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

Employees who work in seven (7) day operations shall be given the opportunity to request vacations by a specified date each year. Employees shall be notified of this opportunity one (1) month in advance of the date. If more employees request vacation at a particular time than can be released, requests will be granted in seniority order. Employees in seven (7) day operations can also request vacations at other times of the year. If more employees request vacation than can be released, requests will be granted on a first come/first serve basis with seniority governing if requests are made simultaneously.

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

Employees in other than seven (7) day operations shall request vacation according to Agency policy (work rules) unless the Employer and the Union mutually agree otherwise. In those operations, the Employer shall not deny a vacation request unless the vacation would work a hardship on other employees or the Agency. The Employer shall promptly notify employees of the disposition of their vacation requests. Unless the Employer agrees otherwise, an employee's vacation will not exceed one (1) year's accrual.

When an emergency exists as defined in Section 13.15, all vacation leave requests may be denied, including those requests already approved. If an employee is called to work from a scheduled vacation leave period, the employee will have the right to take the vacation leave at a later time and will be paid at time and one-half (1/2) for the time the employee is in on-duty status. The employee shall also be reimbursed for any costs incurred as a result of canceling or returning from his/her vacation upon submission of appropriate evidence.

**28.04 - Payment upon Separation**

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

**28.05 - Disposition of Work During Vacation**

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

**28.06 - Leave Availability**

Newly accrued vacation leave is not available for use until it appears on the employee's earnings statement and on the date the funds are made available.

**ARTICLE 29 – SICK LEAVE<sup>1</sup>**

<sup>1</sup> No change.

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

- A. "Active pay status" means the conditions under which an employee is eligible to receive pay, and includes, but is not limited to, vacation leave, sick leave, and personal leave.
- B. "No pay status" means the conditions under which an employee is ineligible to receive pay and includes, but is not limited to, leave without pay, leave of absence, and disability leave.
- C. "Full-time employee" means an employee whose regular hours of duty total eighty (80) in a pay period in a State Agency, and whose appointment is not for a limited period of time.

**29.02 - Sick Leave Accrual**

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

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

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

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

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

The amount of sick leave charged against an employee's accrual shall be the amount used, charged in units of one-tenth (1/10) hour. Employees shall be paid for sick leave at the rates specified below with the effective date of this Agreement. A new usage period will begin with the pay check that includes December 1st. A new usage period will begin each year of the Agreement.

Hours Used	Percent of Regular Rate
1-40 sick leave	100%
40.1 plus sick leave*	70%

\* Any sick leave utilized in excess of eighty (80) hours in any usage period shall be paid at one hundred percent (100%).

Any sick leave used during the 40.1 to 80 hours will be paid at one hundred percent (100%) when the sick leave usage is for the employee, employee's spouse or child residing with the employee for: 1) time spent hospitalized

overnight or for those hours of sick leave used before or after the hospital stay that are contiguous to the hospital stay; or 2) time spent in outpatient surgery or for those hours of sick leave used before or after the outpatient surgery that are contiguous to outpatient surgery. Sick leave requested at least thirty (30) calendar days in advance for prescheduled medical appointments for the employee, employee's spouse or child residing with the employee may be supplemented at the employee's request to one hundred percent (100%) of pay with available sick leave balances provided that a doctor's statement is submitted on the first day the employee returns to work following the absence. The employee must indicate the desire to supplement sick leave balances on the leave request. In the event this paragraph is found to violate the FMLA or any other State or Federal law or regulation or the implementation of such will adversely affect the provisions of this Article, the parties agree that this paragraph will be null and void.

Employees may elect to utilize sick leave to supplement an approved Disability Leave, Workers' Compensation Claim or Childbirth Adoption Leave pursuant to Articles 35, 34.03 and 30.08 (C). Sick leave used for these supplements shall be paid at a rate of one hundred percent (100%) notwithstanding the schedule previously specified. After employees have used all of their accrued sick leave, they may, at the Employer's discretion, use accrued vacation, compensatory time or personal days or may be granted leave without pay.

#### **29.03 - Notification**

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

If sick leave continues past the first day, the employee will notify his/her supervisor or designee of the anticipated duration of the absence. The employee is responsible for establishing a report-in schedule that is acceptable to the supervisor for the anticipated duration of the absence. If an acceptable schedule is not established the employee will notify his/her supervisor every day pursuant to Agency reporting procedures.

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

It is the policy of the State of Ohio to not unreasonably deny sick leave to employees when requested. It is also the policy of the State to take corrective action for unauthorized use of sick leave and/or abuse of sick leave. It is further the policy of the State that when corrective and/or disciplinary action is taken, it will be applied progressively and consistently. It is the desire of the State of Ohio that when discipline is applied it will serve the purpose of correcting the performance of the employee.

#### **Sick Leave Policy**

##### **I. Purpose**

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

##### **II. Definition**

- A. Sick Leave:  
Absence granted per negotiated contract for medical reasons.
- B. Unauthorized use of sick leave:
  - 1. Failure to notify supervisor of medical absence;
  - 2. Failure to complete standard sick leave form;
  - 3. Failure to provide physician's verification when required;
  - 4. Fraudulent physician verification.
- C. Misuse of sick leave:  
Use of sick leave for that which it was not intended or provided.
- D. Pattern abuse:  
Consistent periods of sick leave usage, for example:
  - 1. Before, and/or after holidays;
  - 2. Before, and/or after weekends or regular days off;
  - 3. After pay days;
  - 4. Any one (1) specific day;
  - 5. Absence following overtime worked;
  - 6. Half (1/2) days;
  - 7. Continued pattern of maintaining zero (0) or near zero (0) leave balances;
  - 8. Excessive absenteeism.

##### **III. Procedure**

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

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

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

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

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

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

**C. Pattern abuse**

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

**29.05 - Carry-Over and Conversion**

Employees will be offered the opportunity to convert to cash any part of their sick leave accrued and not used for the proceeding twelve (12) month period. Payment will be made in the first paycheck in December each year at the following rates.

Number of Hours Subject to Cash Conversion	Percent of Regular Rate
80	80%
72 to 79.9	75%
64 to 71.9	70%
56 to 63.9	65%
48 to 55.9	60%
47.9 and less	55%

An employee not exercising a choice will automatically have the hours carried forward. An employee who has a minimum of five (5) years of State service with the State of Ohio who terminates State service or retires, shall convert to cash any sick leave accrued at the employee's regular rate of pay earned at the time of separation within three (3) years of separation at the rate of fifty-five percent (55%) for retirement separation and fifty percent (50%) for all other separations. If an employee dies, the converted sick leave shall be credited to his/her estate. An employee who is granted military leave or leave without pay may be paid for accrued sick leave or may keep it in reserve for use upon return at his/her discretion. An employee who is re-employed, reinstated or recalled from lay off and who received a lump sum payment for unused sick leave may have such days restored by returning the amount paid by the Employer for the number of days to be restored.

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

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

**29.06 - Leave Donation Program**

Employees may donate paid leave to a fellow employee who is otherwise eligible to accrue and use sick leave and is employed by the same Agency. The intent of the leave donation program is to allow employees to voluntarily provide assistance to their co-workers who are in critical need of leave due to the serious illness or injury of the employee or a member of the employee's immediate family. The definition of immediate family as provided in rule 123:1-47-01 of the Administrative Code shall apply for the leave donation program.

A. An employee may receive donated leave, up to the number of hours the employee is scheduled to work each pay period, if the employee who is to receive donated leave:

1. Or a member of the employee's immediate family has a serious illness or injury;
2. Has no accrued leave or has not been approved to receive other State-paid benefits; and
3. Has applied for any paid leave, Workers' Compensation, or benefits program for which the employee is eligible. Employees who have applied for these programs may use donated leave to satisfy the waiting period for such benefits where applicable, and donated leave may be used following a waiting period, if one exists, in an amount equal to the benefit provided by the program, i.e., fifty-six (56) hours pay period may be utilized by an employee who has satisfied the disability waiting period and is pending approval, this is equal to the seventy percent (70%) benefit provided by disability.

B. Employees may donate leave if the donating employee:

1. Voluntarily elects to donate leave and does so with the understanding that donated leave will not be returned;
2. Donates a minimum of eight (8) hours; and
3. Retains a combined leave balance of at least eighty (80) hours. Leave shall be donated in the same manner in which it would otherwise be used except that compensatory time is not eligible for donation.

C. The leave donation program shall be administered on a pay period by pay period basis. Employees using donated leave shall be considered in active pay status and shall accrue leave and be entitled to any benefits to

which they would otherwise be entitled. Leave accrued by an employee while using donated leave shall be used, if necessary, in the following pay period before additional donated leave may be received.

Donated leave shall not count toward the probationary period of an employee who receives donated leave during his or her probationary period. Donated leave shall be considered sick leave, but shall never be converted into a cash benefit.

- D. Employees who wish to donate leave shall certify:
1. The name of the employee for whom the donated leave is intended;
  2. The type of leave and number of hours to be donated;
  3. That the employee will have a minimum combined leave balance of at least eighty (80) hours; and
  4. That the leave is donated voluntarily and the employee understands that the donated leave will not be returned.
- E. Appointing authorities shall ensure that no employees are forced to donate leave. Appointing authorities shall respect an employee's right to privacy, however appointing authorities may, with the permission of the employee who is in need of leave or a member of the employee's immediate family, inform employees of their co-worker's critical need for leave. Appointing authorities shall not directly solicit leave donations from employees. The donation of leave shall occur on a strictly voluntary basis.

#### **29.07 - Sick Leave Pilot Programs**

The parties may, by mutual agreement, enter into a joint study(s) and pilot(s) that will explore alternate sick leave provisions that could modify provisions of Article 29 and be implemented by an institution or Agency or as otherwise mutually agreed to by the parties.

The parties further agree that Agencies or individual institutions, with the Agency's approval, and the Union may, with OCB approval, mutually agree to sick leave provisions that allow for alternative sick leave payment arrangements. In the event any of these arrangements are found to violate the FMLA or any other State or Federal law or regulation or the implementation of such will adversely affect the provisions of this Article the parties agree that these arrangement will be null and void.

A special joint committee will be established by OCSEA and OCB to jointly examine sick leave concepts, study sick leave use practices and design alternate sick leave program(s) that can be piloted in State Agencies jointly selected by the parties. Such programs would be designed to improve sick leave practices and could include but not be limited to concepts that include gain sharing where savings are realized, paid time off (PTO) type programs or use of time and attendance umpires. OCB is authorized to receive up to twenty-five thousand dollars (\$25,000) to initiate a study or to hire a consultant, as it deems appropriate, to assist the committee with the design and implementation of a program. No pilot can be implemented or changed without the mutual agreement of the parties.

#### **29.08 - Leave Availability**

Newly accrued sick leave is not available for use until it appears on the employee's earnings statement and on the date the funds are made available.

### **ARTICLE 30 – OTHER LEAVES WITH PAY<sup>1</sup>**

<sup>1</sup> *No change.*

#### **30.01 - Jury Duty**

Leave with pay at regular rate shall be granted for service upon a jury. Employees who are scheduled on other than a day shift shall be reassigned to a day shift during the period of service upon the jury. When not impaneled for actual service and only on call, the employee shall report to work as soon as reasonably possible after notification that his/her services will not be needed. In cases where the employee would report to do less than four (4) hours work, the employee need not report. Employees called to jury duty shall submit to the Agency any juror fees received in excess of fifteen (\$15.00) dollars per day.

#### **30.02 - Military Leave**

- A. Federal Duty  
Any permanent employee who is or becomes a member of the Ohio National Guard or any other reserve component of the Armed Forces as defined in Chapter 11, Section 261, Title 10, US Code shall be allowed military leave with pay not to exceed twenty-two (22) work days or one hundred seventy-six (176) hours per calendar year for federal duty performed which is directed or caused to occur by authority of the Department of Defense (DOD) or its agent.
- B. State Duty  
Permanent employees who are members of the Ohio National Guard, the Ohio Military Reserve and the Ohio Naval Militia, when ordered to duty by the Governor of Ohio or the Adjutant General, shall be allowed military leave with pay not to exceed twenty-two (22) work days or one hundred seventy-six (176) hours per calendar year.
- C. Maximum Paid Leave(s)  
The maximum allowable paid military leave when combining federal and State duty described above shall not exceed twenty-two (22) work days or one hundred seventy-six (176) hours per calendar year.
- D. Pay Differential  
Upon exhaustion of paid leave(s) during the calendar year in which the employee performed service in the uniformed services: 1) because of an Executive order issued by the President of the United States; 2) because of an act of Congress; or 3) because of an order to perform duty issued by the Governor pursuant to Section 5919.29 or 5923.21 of the Ohio Revised Code, the employee shall be entitled, while still under orders, to a leave of absence without pay and a pay differential as set forth in Ohio Revised Code 5923.05(C).
- E. Evidence of Military Duty  
Employees are required to submit to their Appointing Authority a published military order or a written statement from the appropriate military commander as evidence of military duty.

#### **30.03 - Bereavement Leave**

Three (3) consecutive days of bereavement leave with pay at regular rate will be granted to an employee upon the death of a member of his/her immediate family interpreted for the purposes of this Article to include: spouse or significant other ("significant other" as used in this Agreement, is defined to mean one who stands in place of a spouse

and who resides with the employee), child, step-child, grandchild, parent, step-parent, grandparent, great-grandparent, brother, sister, step-sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law or legal guardian or other person who stands in the place of a parent. Bereavement leave will be granted in the case of a stillbirth conditioned upon the tendering of a death certificate.

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

#### **30.04 - Voting**

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

#### **30.05 - Witness Duty**

Employees subpoenaed to appear before any court, commission, board or other legally constituted body authorized by law to compel the attendance of witnesses shall be granted leave with pay at regular rate, where the employee is not a party to the action, which includes, but is not limited to, criminal or civil cases, traffic court, divorce proceedings, custody proceedings, or appearing as directed as parent or guardian of juveniles. This paragraph does not apply to employees who are summoned to testify as a result of secondary employment outside of service to the State.

Employees subpoenaed to proceedings on behalf of an Employer other than the State must use available accrued vacation leave, personal leave, or compensatory leave before being granted leave without pay. Employees using such accrued leave shall not be required to remit any fees received.

Second or third shift employees, during the course of scheduled work hours, shall be permitted an equivalent amount of time off from scheduled work on their preceding or succeeding shift for such appearance. Employees subpoenaed to witness duty shall submit any witness fees received (excluding travel and meal allowances) to the Agency. The employee shall notify the Agency designee immediately upon receiving a subpoena.

#### **30.06 - Professional Meetings**

Employees with technical or specialized skills and who exercise independent judgment in their jobs shall be granted reasonable amounts of leave with pay to attend work-related professional meetings. The pay shall be at regular rate and shall not exceed eight (8) hours in any given day.

#### **30.07 - Civic Duty**

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

#### **30.08 - Paid Adoption/Childbirth Leave**

##### **A. Eligibility**

All employees who work thirty (30) or more hours per week are eligible for paid Adoption/Childbirth leave upon the birth or adoption of a child for care, bonding and/or acclimation of the child. Leave under this Section shall be limited to six (6) weeks, the first two (2) of which shall be the unpaid waiting period, and the remaining four (4) weeks shall be paid at seventy percent (70%) of the employee's regular rate of pay. No minimum length of service is necessary to establish eligibility for this leave. Eligibility for leave is established on the day of the birth of a child or the day upon which custody of a child is taken for adoption placement by the prospective parents. To be eligible for leave an employee must be the biological parent; or in the case of adoption the employee must be the prospective adoptive parent. An employee may elect to take two thousand dollars (\$2,000) for adoption expenses in lieu of the leave benefit. Payment may be requested when the court has awarded permanent custody of a child to the prospective parents. Whenever an employee adopts multiple children, the event shall be considered as a single qualifying event, and will not serve to increase either the length of leave for an employee or the two thousand dollar (\$2,000) limit. In the event an infant child dies while an employee is using Adoption/Childbirth leave for that infant, Adoption/Childbirth leave terminates on the date of the death. Requested bereavement leave may begin on the day following the death of the child, and may be supplemented by other leaves as specified in Section 30.03.

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

To qualify for paid Adoption/Childbirth leave under this Section, an employee must complete a fourteen (14) day waiting period, which commences on the date eligibility is established. An employee may work at the discretion of the employee's appointing authority and/or may take unpaid leave or may use any form of accrued paid leave or compensatory time for which he/she is qualified, or any combination thereof, during the fourteen (14) day waiting period. The fourteen (14) day waiting period under this Section shall satisfy the waiting period for disability leave benefits for employees who qualify for additional leave due to disability, provided the employee does not work during the two (2) week waiting period. The remaining four (4) weeks shall be paid at seventy percent (70%) of the employee's regular rate of pay.

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

An employee may utilize any other form of paid leave or compensatory time to supplement Adoption/Childbirth leave, up to a maximum of one hundred percent (100%) of the employee's regular biweekly rate of pay. Employees using Adoption/Childbirth leave who meet the eligibility requirements of the Family and Medical Leave Act (FMLA) shall have the entire non-working period of Adoption/Childbirth leave counted toward the employee's twelve (12) week FMLA entitlement. Adoption/Childbirth leave shall not affect an employee's right to leave under other provisions of this Agreement.

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

The average regular hours worked (including holidays and paid leave) over the preceding three (3) month period shall be used to determine eligibility and benefits under this Section for part-time employees, provided that such benefits shall not exceed forty (40) hours per week. If the employee has not worked a three (3) month period, the number of hours for which the employee has been scheduled per week will be used to determine eligibility and benefits.

E. Coordination with Disability Leave

Employees who are receiving disability leave prior to becoming eligible for Adoption/Childbirth leave shall continue to receive disability leave for the duration of the disabling condition or as otherwise provided under the disability leave program. In the event that the employee's disability leave benefits terminate prior to the expiration of any benefits the employee would have been entitled to under Adoption/Childbirth leave, the employee will receive Adoption/Childbirth leave for such additional time without being required to serve an additional waiting period. In the event an infant child dies while the birth mother is using Adoption/Childbirth leave in lieu of disability leave benefits for that infant the leave shall continue for a period consistent with the appropriate recovery period for disability leave benefits for childbirth.

F. Holidays

Employees shall not be eligible to receive Holiday Pay while on Adoption/Childbirth leave. Holidays shall be counted as one (1) day of Adoption/Childbirth leave and shall be paid as Adoption/Childbirth leave, except that during the waiting period if an employee was in active pay status the day before a holiday the employee will be eligible to receive Holiday Pay as normal. Employees who work during a holiday shall be entitled to pay as provided in Article 26.

G. Working During Adoption/Childbirth Leave Period

Appointing authorities may allow employees to work reduced schedule during any portion of the six (6) week period, subject to the needs of the Agency. Employees who are permitted to work a reduced schedule during such period shall establish a schedule that is acceptable to the Appointing Authority. Only the time spent in non-work status during the period of Adoption/Childbirth leave may be applied as FMLA leave.

H. Credit for Hours Worked or Supplemented

Employees who work or supplement their pay during the latter four (4) weeks of leave, as described above, shall have their pay for hours worked or supplemented so calculated that working or supplementing thirty percent (30%) of their normally scheduled work hours during the pay period shall result in a biweekly pay amount equal to their regular biweekly pay. Employees who work more than thirty percent (30%) of their regularly scheduled hours shall forfeit paid Adoption/Childbirth leave on an hour for hour basis for all excess hours.

I. Duration

Under no circumstances shall Adoption/Childbirth leave be taken beyond six (6) weeks from the date of birth or placement a child for adoption. Adoption/Childbirth leave shall not be used to extend the layoff date of employees or to extend a period of employment for Established Term regular or irregular employees.

## ARTICLE 31 – LEAVES OF ABSENCE<sup>1</sup>

<sup>1</sup> No change.

### 31.01 - Unpaid Leaves

A. Union Leave

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

B. Pregnancy Leave

The Employer shall grant a pregnant employee up to six (6) months unpaid leave. (This does not preclude the employee from qualifying for additional leave under Paragraph C of this Section).

C. Extended Illness

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

D. Other Unpaid Leave

The Employer may grant unpaid leaves of absence to employees upon request for a period not to exceed one (1) year. Appropriate reasons for such leaves may include, but are not limited to education, parenting (if greater than ten (10) days), family responsibilities, or holding elective office (where holding such office is legal). The position of an employee who is on an unpaid leave of absence may be filled on a temporary basis in accordance with Article 7. The employee shall be reinstated to the same or a similar position if he/she returns to work within one (1) year. The Employer may extend the leave upon the request of the employee.

### 31.02 - Military Leave

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

### 31.03 - Application for Leave

A request for a leave of absence shall be submitted in writing by an employee to the Agency designee. A request for leave shall be submitted as soon as the need for such a leave is known. The request shall state the reason for and the anticipated duration of the leave of absence.

#### **31.04 - Authorization for Leave**

Authorization for or denial of a leave of absence shall be promptly furnished to the employee in writing by the Agency designee.

#### **31.05 - Failure to Return from Leave**

Failure to return from a leave of absence after the expiration date thereof may be cause for discipline unless an emergency situation prevents the employee's return and evidence of such is presented to the Employer as soon as physically possible.

#### **31.06 - Application of the Family and Medical Leave Act**

The Employer will comply with all provisions of the Family and Medical Leave Act (FMLA). For any leave which qualifies under the FMLA, the employee may be required to exhaust all applicable paid leave prior to the approval of unpaid leave.

### **ARTICLE 32 – TRAVEL<sup>1</sup>**

<sup>1</sup> No change.

#### **32.01 - Overnight Stays**

Current practices regarding authorization for overnight stays shall continue. Overnight stay shall not be considered as travel time or hours worked. However, an employee required to spend two (2) or more consecutive days at a place other than his/her normal report-in location shall be granted travel time for one (1) round trip.

#### **32.02 - Personal Vehicle**

If the Agency requires an employee to use his/her personal vehicle, the Agency shall reimburse the employee with a mileage allowance set by the Director of the Office of Budget and Management (OBM). The mileage allowance shall not be set less than forty-five cents (\$.45) nor greater than the Internal Revenue Service's rate but if the Internal Revenue Service's rate is reduced to an amount lower than forty-five cents (\$.45), the rate will be set at the Internal Revenue Service's rate. If an employee uses a motorcycle, he/she will be reimbursed no less than thirteen cents (\$.13) per mile. OBM will examine the mileage allowance quarterly. When the mileage allowance is changed, the Director of OBM shall provide OCSEA with notice and a rationale for the change. The mileage allowance for bargaining unit employees shall not be set at a rate lower than the mileage allowance for exempt employees.

#### **32.03 - Travel Reimbursement**

If an employee is required to travel in state over forty-five (45) miles from both his/her headquarters and residence or travel out of state, he/she shall receive the appropriate in-state or appropriate out-of-state reimbursement.

If the Agency Head or designee requires an employee to stay overnight, the employee shall be reimbursed up to the rate set by the U.S. General Services Administration, plus tax per day for actual lodging expenses incurred. The employee shall receive a per diem rate for meal expenses and other incidentals incurred at the rate set by the U.S. General Services Administration, prorated in accordance with the regulations of the Office of Budget and Management (OBM). The Agency may require receipts or other proof of expenditures before providing reimbursement, except for meals and incidentals.

#### **32.04 - Travel Outside the United States**

If the Agency requires an employee to stay overnight outside the United States, the employee shall be reimbursed the actual lodging cost and actual meal expenses incurred within reason with receipts provided to OBM. The maximum meal rate is authorized only during the portion of the trip that is outside the United States.

#### **32.05 - Payment**

Employees who travel are required to submit their requests for reimbursement within sixty (60) days of the last date of travel. This timeframe may be extended if mitigating circumstances exist, but in no case may exceed ninety (90) days.

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

If an Agency fails to reimburse an employee within thirty (30) days, the Agency shall pay the employee interest on the amount due in accordance with OBM guidelines on prompt payment, or one dollar (\$1.00), whichever is greater.

All employees shall receive travel reimbursements via direct deposit. Employees shall authorize the direct deposit of the travel reimbursement into the same financial institution in which the employee's paycheck is deposited or execute the required documentation to authorize the direct deposit into a financial institution designated by the Board of Deposits for the benefit of the employee.

The State is discontinuing the State credit card program. No new State credit cards will be issued. Employees currently holding State credit cards are permitted to maintain them.

#### **32.06 - Duty to Report**

It is the employee's responsibility to report to his/her immediate supervisor any accident or traffic violation/citation which he/she may have been involved with or received while on State business. Employees shall obey all applicable State laws and rules. Failure to do so may result in disciplinary action.

#### **32.07 - Miscellaneous**

In all other travel matters not addressed by the Agreement, the provisions of OBM's travel regulations or administrative rules will apply.

### **ARTICLE 33 – UNIFORMS AND TOOLS<sup>1</sup>**

<sup>1</sup> No change.

#### **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.

### **33.02 - Tools**

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

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

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

## **ARTICLE 34 – SERVICE-CONNECTED INJURY AND ILLNESS<sup>1</sup>**

<sup>1</sup> *No change.*

### **34.01 - Health Insurance**

Employees receiving Occupational Injury Leave (OIL), Salary Continuation, or Hostage Leave benefits shall continue to be responsible for the employee's regular share of the health insurance premium while receiving said benefits. In the event OIL, Hostage Leave, or Salary Continuation terminates within a pay period and the employee is eligible for temporary total benefits for the remaining period, the employee's share of the health insurance premium shall be borne by the Employer.

Employees receiving lost time Workers' Compensation benefits or awaiting the approval of a Workers' Compensation claim and not receiving any of the above benefits, for a claim arising from employment with the State of Ohio who have health insurance shall continue to be eligible for health insurance at no cost to the employee for a period not to exceed twenty-four (24) months. The Employer has the right to recover such payments if the Workers' Compensation claim is determined to be non-compensable.

### **34.02 - Salary Continuation for Workers' Compensation Claims**

Salary Continuation is the uninterrupted payment of a permanent employee's total rate of pay not to exceed four hundred eighty (480) hours per Workers' Compensation claim. An employee who incurs physical injuries or other disabilities in the performance of and arising out of State employment, and is not eligible for OIL, may be eligible for Salary Continuation. To be eligible, the employee must: 1) follow his/her Agency's accident reporting guidelines, 2) be evaluated by an Approved Physician, as defined in Appendix K, to determine if the injuries have so disabled the employee that the essential functions of his/her position cannot be performed, 3) show that the Employer is currently unable to provide an appropriate transitional work assignment, and 4) apply for Workers' Compensation benefits within twenty (20) days of the incident.

Effective for dates of injury occurring on or after September 1, 2009, an employee will be eligible for Salary Continuation. The Salary Continuation will end when: 1) the 480 hours is exhausted; 2) the treating physician opines that it is no longer medically necessary for the employee to be off work; 3) the employee's Workers' Compensation claim is denied by the Bureau of Workers' Compensation (BWC); 4) the Industrial Commission (IC) determines that the employee has reached Maximum Medical Improvement; 5) or the employee is disqualified from receiving Workers' Compensation benefits, whichever occurs first. Salary Continuation will end if the employee is no longer in the State service or has been voluntarily or involuntarily disability separated. Salary Continuation will end if the employee accepts Workers' Compensation temporary total disability benefits. Employees who receive OIL benefits are not eligible for Salary Continuation arising out of the same incident or injury. Any requests for additional allowances to a claim shall be approved by BWC prior to requesting payment of additional Salary Continuation subject to the 480 total hours limit.

No charge will be made to the employee's accumulation of sick leave during the period the employee receives Salary Continuation. An employee on Salary Continuation shall accrue sick leave and personal leave but shall not accrue vacation leave. The employee is not eligible to use leave balances while receiving Salary Continuation. Additionally, the employee shall not be eligible for any other paid leaves, including holiday pay and those leaves under Articles 30 or 35, while receiving Salary Continuation. Employees receiving Salary Continuation are in active pay status.

If the employee's Workers' Compensation claim is denied by BWC or if the employee is disqualified from receiving Workers' Compensation benefits, the employee must, after all administrative appeals have been exhausted, either substitute the use of paid sick, vacation, or personal leave, or repay the Employer any Salary Continuation received during the period of time from the date of injury until the final administrative determination on the claim has been made. The Agency will work with the employee to determine if leave will be deducted and/or to set up a repayment procedure.

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

If an employee elects to utilize his/her sick leave, personal leave, vacation leave or compensatory time balances in lieu of Salary Continuation pending determination of a Workers' Compensation claim arising from employment with the State of Ohio, the Employer shall allow the employee, upon execution of a Wage Agreement, to buy back those leave balances within two (2) pay periods after lost time Workers' Compensation benefits are received by the employee, or shall allow the employee to choose an automatic restoration of those leave balances upon execution of a Wage Agreement.

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

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

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

Permanent employees of the Department of Mental Health, the Department of Developmental Disabilities, Department of Veterans Services, the Schools for the Deaf and Blind, the Department of Rehabilitation and Correction, and the Department of Youth Services shall be eligible up to a maximum of total of nine hundred sixty (960) hours of Occupational Injury Leave per claim with pay at total rate. (See Appendix K). Where an aggravation of a pre-existing condition is alleged, the BWC/IC will determine if the injury results in a new claim or a continuation of an existing claim. Employees receiving OIL are in active pay status.

#### **34.05 - Transitional Work Programs**

Agencies and the Union may mutually develop Transitional Work Programs designed to encourage a return to work by an employee receiving Salary Continuation, Workers' Compensation benefits or Occupational Injury Leave (OIL). During the time an employee is in a Transitional Work Program, the employee will be assigned duties which the employee is capable of performing based upon the recommendation of the employee's attending physician. Upon request of the Employer, employees must participate in the Transitional Work Program unless precluded from participation by their attending physician. If a permanent employee is given a transitional work assignment with less than his/her regularly scheduled hours, the employee may use any remaining OIL or Salary Continuation hours to supplement up to the amount of his/her regularly scheduled hours.

A full-time permanent employee on a transitional work assignment equivalent to his/her regularly scheduled hours who has continuing treatment related to his/her OIL or Workers' Compensation claim must first, attempt to schedule the appointment during non-working hours. Second, if the employee is unable to schedule the appointment during non-working hours, the employee must work with the Employer to flex his/her schedule to accommodate the appointment. Third, after the first two (2) options have been exhausted, the employee may use any remaining OIL or Salary Continuation hours to attend the appointment, not to exceed one (1) hour per appointment, with a maximum of three (3) appointments per week.

If the employee refuses to participate in the Transitional Work Program while receiving Salary Continuation or OIL, the Salary Continuation or OIL benefit will end and the Employer can seek repayment or substitution of paid leave from the employee for any OIL or Salary Continuation received during the time the employee was capable of participating in the program. The Agency will work with the employee to determine if leave will be deducted or to set up a repayment procedure.

#### **34.06 - Hostage Leave**

An employee who has been taken hostage shall be eligible for up to sixty (60) days leave with pay at total rate which shall not be charged to sick leave, vacation, or any other accrued leave, as determined necessary by a licensed physician or psychiatrist to recover from psychological disability.

#### **34.07 - Leave to Attend Industrial Commission Hearing**

An employee shall be granted time off with pay from regularly scheduled work hours, including travel time, sufficient to attend one (1) hearing conducted by the Ohio Industrial Commission in the determination of the employee's Workers' Compensation claim. In addition, an employee will be granted time off with pay from regularly scheduled work hours, including travel time, sufficient to attend any hearing where the Employer contests the employee's Workers' Compensation claim.

#### **34.08 - Implementation**

A committee of three (3) Employer representatives and three (3) Union representatives will be formed for the purpose of formulating and maintaining the approved physician list pursuant to Appendix K(I)(c). Committee members who are State employees will receive time off with pay at total rate for committee business.

In the event no approved physician list is available for the employee's area, that requirement shall be waived. Issues related to the utilization of the approved physician list will be within the province of the committee.

### **ARTICLE 35 – DISABILITY BENEFITS<sup>1</sup>**

<sup>1</sup> No change.

#### **35.01 - Disability Program**

Eligibility and administration of disability benefits shall be pursuant to current Ohio Law and the Administrative Rules of the Department of Administrative Services except for the following modifications and clarifications:

- A. Any full-time permanent employee with a disabling illness, injury, or condition that will last more than fourteen (14) consecutive days AND who has completed one (1) year of continuous State service immediately prior to the date of the disability may be eligible for disability leave benefits.
- B. To be eligible for disability leave benefits, an employee must be: 1) in active pay status on approved sick leave; 2) on approved disability leave; 3) on approved leave of absence without pay for personal medical reasons; or 4) disability separated. Employees alleging conditions precluded by OAC 123:1-33-03 are not eligible for disability benefits, unless the exceptions of the Section are met. An application for disability benefits based on a diagnosis of a mental disorder, including but not limited to, psychosis, mood disorders, and anxiety, must be confirmed by a licensed mental health provider authorized by the Employer's Mental Health Administrator. Where the initial application is accompanied by the opinion of such provider, it shall be processed accordingly. However, where the diagnosis is submitted by any other medical professional, the Employer shall make expeditious arrangements for the required examination by the licensed mental health provider. Approval of the application will be contingent upon receipt of substantiation from such provider. In the event the examination is outside the parameters of the employee's mental healthcare plan, the cost of the examination shall be borne by the Employer.
- C. Part-time or established term regular and established term irregular employees who have worked fifteen hundred (1,500) or more hours within the twelve (12) calendar months preceding disability shall be entitled to disability benefits based upon the average regular weekly earnings for weeks worked over that twelve (12) month period.
- D. Disability benefits will be paid at sixty-seven percent (67%) of the employee's base rate of pay up to a lifetime maximum of twelve (12) months. The lifetime maximum of twelve (12) months began with any new claim filed on or after March 1, 2006.
- E. The Employer agrees that Transitional Work Programs will not violate the provisions of the Family and Medical Leave Act.
- F. Pursuant to OAC 123:1-33-03, employees who have been denied Workers' Compensation lost time benefits for an initial claim, may file an application for disability leave benefits twenty (20) days from the notification by the Bureau of Workers' Compensation of the denial of an initial claim.
- G. Disability separations shall be made pursuant to OAC 123:1-30. The Employer's decision to disability separate an employee or to deny reinstatement from an involuntary disability separation shall not be grievable but shall be exclusively subject to appeal through the State Personnel Board of Review (SPBR).

H. In the event an employee submits an application for disability leave after either: 1) the employee has received notice that he/she is under investigation for possible disciplinary action; or 2) where an investigation regarding the employee is actively underway, disability payments may be held in abeyance subject to the following procedure: The Agency shall promptly notify DAS that: 1) an investigation is underway; 2) the date that the investigation was initiated; 3) the basis of the investigation; and 4) why access to the employee is necessary for completion of the investigation. A copy of the disability leave application and all accompanying documentation shall be forwarded with the notification. In the event that DAS concurs that the disability payments should be held in abeyance, DAS shall notify the employee, by regular and certified mail, that the disability payments shall not be processed until the completion of the investigation. An investigatory interview pursuant to Article 24, Section 24.04 of the Collective Bargaining Agreement shall be scheduled no more than thirty (30) days after the Agency files the investigation for possible discipline with DAS. The matter shall then be subject to the constraints of Article 24 of the Collective Bargaining Agreement. Upon completion of the investigatory interview, or the thirty (30) day period, payments may be made, providing the application qualifies for eligibility. However, if the investigation cannot be completed as a result of the employee's absence, the investigatory interview shall be cancelled and the application shall be denied. Said denial shall not prevent the submission of a new application, subject to the above same requirements. This Section shall not be applicable where the absence, and subsequent disability, is the result of hospitalization for more than five (5) days for a serious medical condition. If an application for disability benefits is pending and/or has been approved prior to the initiation of the investigation, this Section shall not be applicable.

#### **35.02 - Disability Review**

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

The Employer and the Union shall review such concerns as time frames, paper flow, and possible refinement of procedural mechanisms for disability claim approval.

#### **35.03 - Information Dissemination**

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

#### **35.04 - Orientation**

The Union and the Employer shall maintain a disability orientation program, focusing on eligibility requirements, for Union representatives so that they may train stewards as part of the information dissemination effort.

#### **35.05 - Insurance Providers and Third Party Administrators**

In the event that the administration of the disability program is conducted by a private insurance carrier or a third party administrator the administration shall be conducted in accordance with insurance industry underwriting procedures and standards without reducing benefits or eligibility requirements as provided in this Agreement.

The Employer reserves the right to contract with a licensed mental health adjudicator to evaluate and approve or disapprove applications for disability leave based on any form of mental disorder as provided in Section 35.01 of this Article.

## **ARTICLE 36 – WAGES**

#### **36.01 - Definitions**

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

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

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

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

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

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

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

There shall be no general wage increase for the duration of this Agreement.

**EFFECTIVE WITH THE PAY PERIOD WHICH INCLUDES JULY 1, 2015, THE PAY SCHEDULES SHALL BE INCREASED BY TWO AND A HALF (2.5%) PERCENT.<sup>1</sup>**

**EFFECTIVE WITH THE PAY PERIOD WHICH INCLUDES JULY 1, 2016, THE PAY SCHEDULES SHALL BE INCREASED BY TWO AND A HALF (2.5%) PERCENT.<sup>2</sup> EFFECTIVE WITH THE PAY PERIOD WHICH INCLUDES JULY 1, 2017, THE PAY SCHEDULES SHALL BE INCREASED BY TWO AND A HALF (2.5%) PERCENT.<sup>3</sup>**

#### **36.03 - Step Movement**

Newly hired employees will move to the next step in their pay range after completion of ~~PROBATION ONE HUNDRED TWENTY (120) DAYS FOR CLASSIFICATIONS IN PAY RANGES 1 TO 7 AND 23 TO 28; 180 DAYS FOR CLASSIFICATIONS IN PAY RANGES 8 TO 12 AND 29 TO 36. EMPLOYEES IN THE DISABILITY CLAIMS ADJUDICATOR 1 CLASSIFICATION, REALTY SPECIALIST 1 CLASSIFICATION, ALL ATTORNEY CLASSIFICATIONS, AND THE YOUTH LEADER CLASSIFICATION IN THE SCHOOLS FOR THE BLIND AND DEAF SHALL MOVE TO THE NEXT STEP IN THEIR PAY RANGE AFTER COMPLETION OF PROBATION.~~<sup>4</sup> Subsequent step movement shall occur after one (1) year and successful completion of probation, provided the employee receives an overall rating of “satisfactory”.

Correction Officers and Juvenile Correctional Officers shall receive their initial step increase upon the completion of their probationary period or six (6) months of service as a Correction Officer or Juvenile Correctional Officer whichever comes first. All employees of the Department of Youth Services and the Department of Rehabilitation and Correction assigned to classifications which required a one hundred twenty (120) day probationary period pursuant to the previous

<sup>1</sup> There will be a 2.5% general wage increase on the pay period that includes July 1, 2015, to be reflected in the Appendix L Pay Ranges.

<sup>2</sup> There will be a 2.5% general wage increase on the pay period that includes July 1, 2016, to be reflected in the Appendix L Pay Ranges.

<sup>3</sup> There will be a 2.5% general wage increase on the pay period that includes July 1, 2017, to be reflected in the Appendix L Pay Ranges.

<sup>4</sup> Step movement will not be affected by the change in Article 6.01(A) that increases the initial probationary period to 365 days for new employees hired after May 15, 2015. Step movement is calculated on the probationary periods that were in effect in the prior contract.

Agreement, which expired on February 28, 1997, which require a one hundred eighty (180) day probationary period, as set forth in Article 6 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.

If the employee's performance evaluation is not completed on time, the employee shall not be denied a step increase.

#### **36.04 - Promotions**

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

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

##### **A. Classifications and Pay Range Changes**

###### **1. Employer Changes**

The Employer, through the Office of Collective Bargaining, may create classifications, change the pay range of classifications, authorize advance step hiring if needed for recruitment or other legitimate reasons, and issue or modify specifications for each classification as needed. Before proposing changes to the Department of Administrative Services, an Agency must discuss them with the Union pursuant to Section 8.02. Additionally, the Office of Collective Bargaining shall notify the Union forty-five (45) days in advance of any change of pay range or specifications. The Union may place classification issues on the Labor/Management agenda for discussion and possible resolution of outstanding issues. Should the Union dispute the proposed action of the Employer and the parties are unable to resolve their differences, they shall resolve the issue through arbitration pursuant to Section 25.03 of this Agreement. The Union shall appeal the matter to arbitration by providing written notice to the Employer. The matter shall be submitted to a mutually agreed upon arbitrator knowledgeable in classification and compensation matters.

###### **2. Joint Review**

###### **Joint Committee**

There shall be a joint committee established for classification reviews. Standing members of this committee include a designee from OCB, a designee from DAS - Workforce Administration, and two (2) designees from OCSEA Central Office. The standing members, in consultation with their respective constituencies, shall determine the scope of review. This may include defining a segment, a series, or portions of the class plan and/or classifications to be studied. If the standing members cannot mutually agree the Union shall choose a segment, a series, or portions of the class plan and/or classifications to be jointly reviewed in good faith. After the scope of review is determined, the standing members shall choose the other members of the joint committee based on the class segment under consideration. The parties will be limited to five (5) members each in addition to the standing members. The committee shall also appoint subject matter expert groups of those who have experience in the classification(s) being reviewed.

The purpose of such reviews is to meet State needs, to have employees placed in the proper classification in accordance with their assigned duties, and to have the proper compensation assigned to duties being required to be performed, and evaluate to ensure that bargaining unit duties remain within the bargaining unit. If specialized training is required that is directly related to the positions being reviewed, the joint committee will work with the Agencies to determine such training needs. Any training determined to be needed will be offered to those employees whose position is directly impacted in order of seniority.

The joint committee shall develop a comprehensive proposal that includes, but is not limited to: a rationale for change, creation, modification, deletion, and/or replacement of the existing classification specifications, an allocation plan, a transition plan, a statement of cost, and a process to handle transition issues.

Upon developing a proposal, the joint committee shall consider the following factors as appropriate: career paths, the State's operational need, cost, the possible reduction of contracting out, training needs, the delineation between exempt and bargaining unit work, and other factors deemed appropriate by the joint committee.

The standard process of allocation will be as follows unless the joint committee otherwise mutually agrees upon a different process: If the employee is performing duties of a lower classification, the employee shall be assigned into a lower classification and shall be placed in the step within the new pay range that provides the employee with compensation that is equal to his/her current rate or that provides the least amount of increase, but no decrease in pay. If the employee is determined to be performing duties of a classification with a lower pay range, the Employer will make a reasonable effort to assign duties within the original classification. Longevity supplements shall not decrease as a result of being placed in step X. If the employee's base rate of pay exceeds the maximum rate of pay in the new pay range, the employee shall be placed in step X. If the employee is performing duties of a higher classification, the employee shall be placed in the higher classification at the step in the higher pay range which is approximately four percent (4%) higher than the current step rate of the employee. When an employee is being assigned to a classification or new pay range as a result of a class plan change, if the employee has completed a probationary period, the employee shall be placed in a step no lower than Step Two of the new pay range.

Pay adjustments, if any, pursuant to the classification joint review shall not be made effective before the beginning of the next fiscal year unless mutually agreed otherwise. If the parties cannot mutually agree to the implemented pay range assignments or compensation method, the Union shall have the right to appeal the pay range determination directly to Step Five of Article 25 within thirty (30) days. An Arbitrator shall have no authority to award back pay for any period of time prior to the beginning of the fiscal year that begins after the grievance award.

If the joint committee cannot mutually agree to the employee's proposed classification assignment, the employee, through the Union, has sixty (60) days from the date of the transition notice to appeal the classification assignment. The chapter must appeal using the Working Out of Class form to OCSEA and OCB, stating which classification assignment is appropriate. The same forum as a Working Out of Classification hearing shall be utilized. The proposed classification assignment shall be conducted by a mutually agreed arbitrator. The arbitrator shall determine whether the proposed assignment is appropriate. The employee shall receive any pay adjustment effective the date the study was implemented. The decision of the arbitrator is final and binding.

#### **Discontinuation of the Joint Committee**

In cases where the committee decides to discontinue its work and no other joint OCSEA reviews are in progress, the Union may revert to the traditional 36.05 Union Review procedure outlined below.

At the request of the Union, but not more frequently than once each four (4) years per classification, the Department of Administrative Services shall review up to eight (8) designated classifications per year for duties, responsibilities, education and/or experience, certification and/or licensure, and working condition factors. Such review shall be combined with salary survey data to determine appropriate salary range assignment. Absent mutual agreement, said data shall not be used to reduce a classification pay range assignment. Such reviews shall be based upon a position description questionnaire survey of all incumbents in the classification, and shall be completed within one hundred eighty (180) days of the initial request. The timelines in classifications exceeding two hundred (200) incumbents will be mutually set. Each employee shall complete his/her own PDQ. Those employees who do not complete an individual PDQ shall be assigned to the appropriate classification and pay range based on the supervisor's review. Employees on disability will be given the option to complete a PDQ, or have their supervisor complete a PDQ.

Prior to the distribution of PDQs the Union and State shall conduct a joint training on how to complete PDQs. The content of the training shall be mutually agreed to by DAS and the Union. The scheduling and the training shall be mutually conducted by Agency personnel and the Union. The training shall be no more than two (2) hours.

If an employee is found to have been improperly classified as determined from his/her PDQ, the employee shall be allocated to the appropriate classification in accordance with the finding of DAS. If the employee is performing duties of a lower classification, the employee shall be assigned into a lower classification and shall be placed in the step within the new pay range that provides the employee with compensation that is equal to his/her current rate or that provides the least amount of increase, but no decrease in pay. Longevity supplements shall not decrease as a result of being placed in step X. If the employee's base rate of pay exceeds the maximum rate of pay in the new pay range, the employee shall be placed in step X. If the employee is performing duties of a higher classification, the employee shall be placed in the higher classification at the step in the higher pay range which is approximately four percent (4%) higher than the current step rate of the employee. The back pay award, if any, shall be effective on the effective date of the pay range determination in accordance with this Article. The employee, through the Union, has sixty (60) days from the date the Union receives the findings of DAS to appeal the classification assignment. An employee on disability may appeal a classification assignment under this process within two (2) weeks following reinstatement from the disability.

Classification allocation appeals shall be conducted by the arbitrator selected for the Article 19 grievance reviews. The arbitrator shall determine whether the employee is appropriately allocated to the new classification, and if not, determine the classification assignment that is appropriate. If it is found that the employee is serving in a class not subject to the classification review; the employee shall receive an adjustment effective the date the study was implemented. Employees who do not complete a PDQ shall have no right to appeal the DAS determination. This appeal process shall also apply to State initiated classification reviews.

Pay adjustments pursuant to the classification review shall not be made effective before the beginning of the next fiscal year unless mutually agreed otherwise. The Union shall have the right to appeal the pay range determination directly to Step Five of Article 25 within thirty (30) days of receipt of written notice of the Department of Administrative Services' determination. An Arbitrator shall have no authority to award back pay for any period of time prior to the beginning of the fiscal year that begins after the grievance award.

When a classification is reallocated to a higher pay range, employees in the affected class shall be assigned to the step in the new pay range which provides for a wage increase of approximately four percent (4%), except that no employee who has completed probation in that classification will be assigned to Step One.

#### **B. IT Transition Process**

##### **1. Joint State-OCSEA Transition Committee**

A Joint IT Transition Subcommittee, formed by the Article 8.05 Joint Statewide IT Committee, will provide oversight and monitor the allocation and transition of employees from existing classifications created prior to 2009 to new IT classifications that will be effective beginning 2009. This subcommittee will consist of a designee from OCB, a designee from DAS - Compensation and Recruitment, a designee from OIT, and OCSEA will appoint an equal number of representatives. This team will be involved to advise and guide the transition process in each Agency.

The Joint IT Transition Subcommittee will develop a toolkit for transition and will facilitate the individual allocation plans of each State Agency. The Joint IT Transition Subcommittee will have the

responsibility to set guidelines relating to the approach for transition and allocation, the standardized use of the new classifications, communication, as well as notice and facilitation of any other transition related matters that impact employees involved in the IT classification transition process.

2. Agency Transition Committees

A Joint Agency Transition Committee will be formed at each Agency as transition from old to new classification begins. Transition will be phased in by Agency. The Joint Agency Committee will be composed of an equal number of Management and Labor appointees, not to exceed eight (8) total members. A Management appointee must include the Agency CIO or designee and OCSEA will appoint members that will include representatives from the transition Agency. Under the direction of the Joint IT Transition Subcommittee, by mutual agreement, a jointly appointed Small Agency Transition Committee may be formed to address transition issues in multiple small Agencies where it is deemed useful.

3. The Joint IT Transition Toolkit

The Joint IT Transition Subcommittee will develop a toolkit to facilitate the individual allocation plans of each State Agency including:

- a. A communication plan to address the rationale that supports the need for change and explains the process for transition.
- b. A duty identification tool (DIT) that asks the employee to complete a questionnaire that helps identify their current duties and responsibilities. Upon request, members of the subcommittee can receive copies of the DITs for employees represented by OCSEA.
- c. A letter template that describes the transition process and notifies employees of their expected classification.
- d. Matrix to direct questions or concerns.
- e. Basic outline of classifications that may be affected.
- f. Standards/guidelines and/or examples of allocation options for transition.
- g. The toolkit will include other templates and documents as needed.

4. Allocation and Pay Range Transition Procedure

The new classification plan will be implemented by assigning employees to the new classification that best represents the duties and responsibilities they currently perform. With respect to the transition from the old classification to the new classification assignment and pay range the following practices will be followed:

- a. Employees assigned a classification in the same pay range as the old classification will receive the same compensation and anniversary date for subsequent step increases.
- b. Employees assigned a higher pay range classification than the old classification they previously held will move to the pay range of the higher classification at the step that is closest to their current step. If the step provides an increase of more than three and a half percent (3.5%), the employee's step date shall be reset.
- c. Employees assigned a lower classification pay range than their old classification will be placed in the lower pay range in the step that provides the employee with compensation that is equal to his/her current rate or that provides the least amount of increase but no decrease. For a period of two (2) years from the date they are assigned to the lower classification, those employees who have been placed in a lower pay range will be given preference, by seniority, for the following:
  1. Any training offered in order to obtain the skills required to do the work in their old, or in some circumstances higher, pay range; and
  2. Any promotional opportunities available in their old, or in some circumstances higher, pay range.

With regard to those employees who have been placed in a lower pay range, another available option the Employer may explore at the time of transition is to place them in a transition class and develop a transition plan as outlined in the paragraphs below.

- d. If an employee is assigned to a lower pay range and the employee's base rate of pay exceeds the maximum rate of pay in the new pay range, the employee shall be placed in a transition class that will allow them to maintain their pay range and any available step increases for a period of up to two (2) years from the date of the new classification assignment. The step increase will occur pursuant to Article 22.03. The Agency and employee placed in a transition class will develop a transition plan that outlines the responsibilities of each party to obtain required skill levels, assigned work and/or experience that will transition them to a classification in an equal or higher pay range as their old classification. In instances where circumstances exist that preclude the employee from gaining the required skill or experience, the transition classification period can be extended up to one (1) year.

Employees who are unable to move to an equal or higher pay range before the end of the transition plan will be placed in the lower pay range of the original assignment to the new classification. The employee will be placed in the step within the new pay range that provides the employee with compensation that is equal to his/her current rate that provides the least amount of increase but no decrease in pay as followed in Section 36.05A. If employee's base rate of pay exceeds the maximum rate of pay in the new pay range, the employee shall be placed in step X. Longevity supplements shall not decrease as a result of being placed in step X of 36.05B.

If an employee is not assigned an equal pay range classification and they wish to dispute moving to a lower pay range classification at the end of their transition class period they can appeal by filing a grievance within thirty (30) days of the assignment pursuant to Section 5 (ADR process).

e. Notwithstanding the provisions of this Section, the Union and the Agency or Agencies may agree, in writing, to place an employee who is assigned a lower classification to a different classification. Such agreements shall not be construed as filling a vacancy that is available for promotion. Such agreements will be made within two (2) years of the Agency transition.

5. Dispute Resolution Procedures

A statewide IT Alternative Dispute Resolution (ADR) Committee will be established to address grievances filed during the IT transition period. The committee will be made up of an equal number of participants from Management and the Union as directed by the Article 8.05 Joint Statewide IT Committee. The ADR Committee is limited to addressing issues arising from the IT transition only. Grievances will be filed in accordance with Article 25.

If the issue is not resolved by Step Three of the grievance process, the issue will be forwarded to the statewide IT ADR Committee. If the issue is not resolved by the statewide IT ADR Committee, the timeline for appealing the grievance to Step Four of the grievance process will begin at that time. If an allocation issue cannot be resolved by the IT ADR Committee, the working out of classification arbitrator will be utilized to resolve the dispute. Other issues not resolved regarding the IT transition by the IT ADR Committee will be referred to Step Four mediation. The parties will then settle the issue based upon the mediator's recommendation. Following the IT transition, the Article 8.05 Joint Information Technology Committee will then evaluate the necessity for continued existence of the ADR Committee.

6. Working Out of Classification Grievances

Current Article 19 language will be utilized to resolve working out of classification issues. If issues arise between the parties and/or the arbitrator regarding the intent of the classification specifications and/or class concepts of the IT classification specifications, these issues will be referred to and addressed by the Article 8.05 committee.

Working out of classification grievances may not be filed once the Agency begins the IT transition. Transition is complete for the purposes of working out of classification grievances when all IT employees have been reclassified to the new classifications. For the purposes of working out of classification grievances, employees may not file grievances under the previous IT classification specifications once the Agency completes the IT transition.

7. Contract Rights During Transition

The parties have agreed that the IT classification transition will be implemented by individual Agencies and that different contract terms pertaining to Article 17 Promotions, Transfers, Demotions, and Relocations, Article 18 Layoffs, and other rights that are negotiated by the Joint Information Technology Committee pursuant to Article 43 will apply only to those Agencies that have transitioned to the new classifications.

Agencies that have not transitioned to the new classifications will follow the general contract rights under the current Collective Bargaining Agreement and not the IT specific provisions negotiated by the Joint Information Technology Committee.

**C. High Performance Work Systems**

The Employer and the Union agree to explore the development of high performance work systems. The Employer and the Union may mutually agree to jointly develop or revise work processes, establish measured alternative compensation systems, implement flatter organizational structures, implement flexible scheduling methods and/or consider other initiatives that may contribute to more efficient and effective delivery of State government services. Such agreements must be executed by the Director of the Office of Collective Bargaining, and the President of OCSEA or his/her designee. The Employer and the Union may mutually agree to develop local Agency joint training initiatives such as work redesign and compensation methods in order to provide committee members with the knowledge and skills necessary to achieve committee goals and objectives.

In the event that the redesign of services results in an overall reduction in employees, the Employer shall make a good faith effort to reduce the impact to employees through attrition, alternative work and placement into vacant positions in order to prevent layoff.

The parties agree that, except as may be mutually agreed otherwise, no pilot or project initiated as a result of this effort will conflict with, amend or abridge any provision of this Agreement.

**36.06 - Roll Call Pay**

Effective July 1, 2004, Correction Officers and Psychiatric Attendants in the Department of Rehabilitation and Correction shall be entitled to thirty (30) minutes of roll call pay at straight time for reporting not less than ten (10) minutes prior to the beginning of their shift. Roll call pay shall not be considered time in active pay status for the purposes of Article 13, Section 13.10.

**36.07 - Longevity Pay**

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

Longevity adjustments are based solely on length of service excluding any service time earned between July 1, 2003 and June 30, 2005, inclusive. They shall not be affected by promotion, demotion or other changes in classification.

Effective July 1, 1986, only service with State Agencies, i.e., Agencies whose employees are paid directly by warrant of the Director of Budget and Management, will be computed for the purpose of determining the rate of accrual for new employees. Service time for longevity accrual for employees will not be modified by the preceding sentence.

An employee who has retired in accordance with the provisions of any retirement plan offered by the State and who is employed by the State or any political subdivision of the State on or after June 24, 1987, shall not have his/her prior service with the State or any political subdivision of the State counted for the purpose of computing longevity.

### 36.08 - Shift Differential

Bargaining unit members who regularly work shifts beginning between 2:00 p.m. and 3:00 a.m. shall receive thirty-five cents (\$.35) per hour in shift differential, under the following circumstances:

1. No bargaining unit member who regularly works first shift will receive shift differential pay, even if they work overtime on a different shift which begins between 2:00 p.m. and 3:00 a.m.
2. Bargaining unit members who regularly work shifts beginning between 2:00 p.m. and 3:00 a.m. will receive shift differential pay for each shift worked which begins between 2:00 p.m. and 3:00 a.m.
3. No bargaining unit member will receive shift differential for shifts which do not begin between 2:00 p.m. and 3:00 a.m.

The shift differential shall be added to the employee's regular rate of pay.

### 36.09 - Electronic Funds Transfer (EFT)

All employees shall receive their pay via direct deposit. Employees shall authorize the direct deposit of the employee's compensation into a financial institution of the employee's choice or execute the required documentation to authorize the direct deposit into a financial institution designated by the Board of Deposits for the benefit of the employee.

### 36.10 - Agency Specific Agreements

Any Agency Specific Agreement reached during the present round of negotiations that provides for any increase in the form of salaries, bonuses or supplements, etc. is null and void as to the amount of the increase. All present supplements in Agency Specific Agreements should continue unchanged for the duration of this Agreement.

### 36.11 - Payroll Errors

Where a system wide error has been made on employee payroll, all affected employees shall be notified forthwith of the error, its ramifications, corrective actions, and timelines for said actions.

Where more than fifty dollars (\$50.00) in excess wages have been paid to an employee as the result of an error by the Employer, no more than fifty dollars (\$50.00) per pay period shall be deducted from an employee's paycheck, unless the error was readily identifiable by the employee. In that instance, a schedule for repayment shall be established with the employee, the payroll officer and the appropriate Agency employee. The payment schedule shall be reduced to writing and a copy provided to the employee.

### 36.12 - RATIFICATION/CONTRACT FINALIZATION PAYMENT

**IN CONSIDERATION OF RATIFICATION AND/OR FINALIZATION OF THIS AGREEMENT, FULL-TIME PERMANENT EMPLOYEES WHO ARE COVERED BY THIS COLLECTIVE BARGAINING AGREEMENT SHALL RECEIVE A ONE-TIME PAYMENT OF \$750 IN THE PAY PERIOD THAT INCLUDES AUGUST 1, 2015. IN ORDER TO BE ELIGIBLE FOR THE PAYMENT, THE EMPLOYEE MUST BE ON THE ACTIVE PAYROLL AS OF MAY 16, 2015 AND JULY 1, 2015. LESS THAN FULL-TIME EMPLOYEES WHO ARE ELIGIBLE FOR THE PAYMENTS DESCRIBED ABOVE SHALL RECEIVE \$375. THIS PAYMENT IS NOT TO BE INCLUDED IN THE WAGE BASE. THIS PAYMENT SHALL NOT BE SUBJECT TO PERS WITHHOLDING.<sup>5</sup>**

*<sup>5</sup> The ratification payment is \$750 for full time employees and \$375 for part time employees. To be eligible, the employee must be employed on both May 16, 2015 and July 1, 2015. This payment is not subject to OPERS and is not included in the base wage.*

## ARTICLE 37 – EMPLOYEE TRAINING AND DEVELOPMENT

### 37.01 - Dissolution of the Workforce Development Fund-(5D7 Fund)

Effective June 30, 2006 the Workforce Development Fund (5D7 Fund) shall cease to exist for the purposes of funding the obligations of this Article. New applications for computer loans postmarked subsequent to January 27, 2006 and tuition vouchers postmarked subsequent to February 28, 2006 will not be accepted with the exception of tuition vouchers for employees already enrolled in an identifiable curriculum of: 1) higher education; 2) attainment of certification; or 3) licensure. In consideration of the Union's full assumption of the obligation to provide benefits to the bargaining unit as detailed in Section 37.03 (A) of this Agreement subsequent to June 30, 2006, and in lieu of any and all claims by way of a settlement of the unencumbered balance of the 5D7 fund, the State will convey to the Union from the 5D7 fund a single lump sum conveyance of \$1,500,000 not later than July 15, 2006. The Union forfeits all claims against the Employer for any and all residual assets of the 5D7 fund, with the following exception: Those files, databases, equipment, and other materials which were purchased by the fund for the sole use of fund administration, which are no longer needed by the Department of Administrative Services for final disposition of fund business, will be transferred to the Union. Existing employee computer loan balances shall be repaid to the 5D7 fund in accordance with loan obligation agreements through the current payroll deduction arrangement.

### 37.02 - Training and Development

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

### 37.03 - Union Education Trust

#### A. Purpose

The Employer shall contribute to the Union Education Trust for the purpose of developing and supporting a comprehensive program of employee training initiatives, including but not limited to the following:

1. Basic skills development;
2. Technical and computer skills training;
3. Tuition assistance, reimbursement and vouchers;
4. Workplace redesign and technological change;
5. Education related to Labor/Management relationships and problem-solving;
6. Agency-specific projects.

#### B. Funding and Accounting

The Employer shall contribute to the OCSEA Union Education Trust a monthly amount equal to ~~nineteen~~ **TWENTY-ONE** dollars (\$21+9.00)<sup>1</sup> for each bargaining unit member in active pay status or receiving OIL or Salary Continuation or on leave under either Voluntary Cost Savings Program (Appendix R) as of the 1<sup>st</sup> of the month. The amount of the Employer contribution shall be transmitted to the Union no later than the end of

*<sup>1</sup> Increases the employer's contribution and ensures the Trust remains fiscally solvent.*



the month. Not less than three (3) months following the end of the Union's fiscal year, OCSEA shall provide the Department of Administrative Services Finance Officer a full and accurate accounting of the Fund by an independent outside auditor using Generally Accepted Accounting Principles (GAAP). State bargaining unit employees in active pay status who serve as trustees of the OCSEA Union Education Trust will receive release from their normal duties in accordance with the provisions of Article 3, Section 3.10 (A) for the purpose of attending quarterly fund meetings and conferences related to the administration of the fund's business, programs or initiatives.

#### **37.04 - Orientation Training**

Every new employee will receive orientation that provides an overview of the role and function of the Agency. Such orientation may also include, but is not limited to, current procedures, forms, methods, techniques, materials and equipment. This may be done on a group basis and shall be given as needed.

Employees who work in Corrections, Youth Services, MH and DODD facilities will be provided training in crisis intervention techniques to appropriately respond to client behavior that could result in injury to self or others.

#### **37.05 - In-Service Training**

Whenever employees are required to participate in in-service training programs, they shall be given time off from work with pay to attend such programs, including any travel time needed. The Employer shall pay any costs incurred in such training. Every reasonable effort shall be made to notify employees of training opportunities through available channels of communication.

#### **37.06 - Leave for Training/Continuing Education Programs**

The Employer may grant permanent employees paid leave during regular work hours to participate in non-Agency training/continuing education programs which are directly related to work in the employee's Agency and will lead to the improvement of the employee's skills and job performance or as a part of an approved career ladder or skill expansion program. Reasonable effort will be made to equitably distribute such training opportunities among employees.

#### **37.07 - Training Records**

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

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

#### **37.08 - Pre-Retirement Programs**

The Employer shall request the Public Employees Retirement System to conduct pre-retirement programs or it may conduct such programs for employees who are within one (1) year of eligibility for full retirement. Such training, if provided, shall be during regular working hours and eligible employees scheduled to work at that time shall be given time off to attend the training. Employees may attend only one (1) training session.

#### **37.09 - Accreditation, Licensure or Certification Requirements**

If accreditation, licensure or certification requirements of a position are changed and an employee serving in such a position does not possess the requirements(s), the affected employee shall meet such requirement(s) as soon as reasonably possible.

If meeting the requirement(s) requires additional in-service training and/or leave for training/continuing education programs, Sections 37.04 and 37.05 may be applied.

If an employee does not meet the requirement(s) within a reasonable period of time, the employee shall be moved into another position. If that position pays less than the employee's present salary, the employee's salary shall be frozen until such time as the employee's new pay schedule catches up with the frozen salary.

#### **37.10 - Computer Purchase Program**

Previously the State offered a computer purchase program for all employees. It is agreed that if any State sponsored computer program is offered by DAS to any other State employees at any future time by the State, bargaining unit employees will be afforded the same and equal program benefit. Further, the parties agree to form, within sixty (60) days of the effective date of the Collective Bargaining Agreement, a Labor/Management Committee consisting of no more than four (4) members on each side, which shall meet at least quarterly to explore the institution of a computer purchase program for all bargaining unit employees.

### **ARTICLE 38 – TECHNOLOGICAL CHANGE<sup>1</sup>**

<sup>1</sup> No change.

Whenever new equipment or technological changes significantly affect operations, the Employer will provide notice to the Union as soon as practicable but not less than sixty (60) days in advance. The Employer, whenever possible, will provide training to employees to acquire the skills and knowledge necessary for the new procedures.

Reasonable notice shall be given in advance of any technological changes that could potentially displace employees so that employees can be retrained. Such training shall be for employees to acquire skills and knowledge necessary to adapt to the technological changes within the Agency. Training will be provided on an equal opportunity basis to all employees within the affected classification; where there are limitations of resources, State seniority shall be used to determine the order in which training opportunities are made available. An employee shall be responsible for registering for such training.

The Employer will make every reasonable effort to schedule the training during normal working hours. If the training does occur during normal working hours, then the employee to be trained shall be permitted time off to participate in the training. The training shall be at the Employer's expense.

Should an employee be unable to satisfactorily complete the required training, the Agency will make a good faith effort to place an employee into a similar position within the same geographic jurisdiction (see Appendix J). If that position is at a pay level less than the employee is presently receiving, the employee's salary shall be frozen until such time as the employee's new pay schedule catches up to the frozen salary.

## ARTICLE 39 – SUB-CONTRACTING<sup>1</sup>

<sup>1</sup> No change.

### 39.01 - Contracting Out

The Employer intends to utilize bargaining unit employees to perform work which they normally perform. However, the Employer reserves the right to contract out any work it deems necessary or desirable because of greater efficiency, economy, programmatic benefits or other related factors.

If the Employer considers contracting out a function or service, which would result in the layoff of bargaining unit employees, the Employer shall provide not less than 120 days advance written notice to the Union. Upon request the Employer shall meet with the Union to discuss the reasons for the contracting proposal and provide the Union an opportunity to present alternatives.

If the Employer does contract out, any displaced employee will have the opportunity to fill existing equal rated permanent vacancies at his/her work location or other work locations of the Agency. In the event an employee needs additional training to perform the required work in such other position, which can be successfully completed within a reasonable length of time, the Employer shall provide the necessary training during working hours at the Employer's expense.

Except for government employees from other jurisdictions who are part of a State Agency's organizational structure, non-State employees will not ordinarily serve as supervisors (as defined by ORC Section 4117.01(F)) of any bargaining unit employees. Bargaining unit employees will not be responsible for training contract workers, except bargaining unit employees may be required to provide orientation and training related to Agency policies, procedures and operations.

### 39.02 - Contracting-In

- A. The Union will be granted a reasonable opportunity to demonstrate that bargaining unit employees can competitively perform work, which has been previously contracted out, including access to available information regarding costs and performance audits. In considering the granting, renewal or continuation of competitively bid contracts for work normally performed by bargaining unit employees, to the extent feasible the Employer will examine information provided by the Union regarding whether or not such work can be performed with greater efficiency, economy, programmatic benefit or other related factors through the use of bargaining unit employees rather than through renewal or continuation of the contract or initial contracting out of work.
- B. Within thirty (30) days of the effective date of this Agreement the State will furnish to the Union the State Agency website addresses that identify Requests for Proposals (RFP) and Invitation to Bids (ITBS) for work it expects to contract out. The Union will receive additional State websites within thirty (30) days of when they come on line.

### 39.03 - Joint Sub-Contracting Pilots

Within 120 days of this Agreement the parties will agree to the establishment of three (3) Agency pilot programs that will explore Agency contracting practices and develop strategies for alternatives to contracting out. Pilots will explore the factors that motivate subcontracting, discuss future plans and develop joint strategies that will permit State employees to perform the work by meeting the Agency service delivery needs.

## ARTICLE 40 – INDEMNIFICATION<sup>1</sup>

<sup>1</sup> No change.

The Employer agrees to indemnify employees from liability incurred in the performance of their duties in accordance with Ohio Revised Code Section 9.87 and other related ORC provisions. Further the Employer may indemnify employees, under the circumstances and in accordance with the procedures set forth in the Ohio Revised Code under Section 9.87, from liability for compensatory or punitive damages incurred in the performance of their duties by paying any judgment in, or amount negotiated in settlement of, any civil action arising under the law of the State of Ohio, the law of any other state, or under federal law. The actions of the Ohio Attorney General pursuant to the Ohio Revised Code Section 9.87 are not subject to the grievance or arbitration procedures.

Premiums for any bond required by the Employer or law for any employee to carry out his/her assigned duties shall be paid by the Employer.

## ARTICLE 41 – NO STRIKE/NO LOCKOUT<sup>1</sup>

<sup>1</sup> No change.

### 41.01 - Union Prohibition

The Union does hereby affirm and agree that during the term of this Agreement it will not either directly or indirectly, call, sanction, encourage, finance or assist in any way, nor shall any employee instigate, or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage or the withholding of services from the Employer. Nothing herein is intended to restrict in any way the Union's right and ability to represent any member or members alleged to have violated the prohibitions set forth in this Section.

### 41.02 - Affirmative Duty

In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage any violation of this Article. If any violation of this Article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, and not sanctioned by the Union. The Union will inform all employees of their obligation to return to work immediately.

### 41.03 - Disciplinary Actions

It is further agreed that any violation of the above shall be automatic and sufficient grounds for immediate disciplinary action. Any such disciplinary action may be appealed pursuant to Article 25 herein contained.

### 41.04 - Employer Prohibition

The Employer agrees that it shall not lockout any employees.

## ARTICLE 42 – SAVINGS<sup>1</sup>

<sup>1</sup> No change.

Should any part of this Agreement be declared invalid by operation of law or by a tribunal of competent jurisdiction, the remainder of the Agreement will not be affected thereby but will remain in full force and effect. In the event any

provision is thus rendered invalid, upon written request of either party, the Employer and Union will meet promptly and negotiate a mutually satisfactory modification within thirty (30) days.

## ARTICLE 43 – DURATION

### 43.01 - Duration of Agreement

This Agreement shall continue in full force and effect for the period ~~March 1~~ **MAY 15, 2015**<sup>2</sup>, through February 28, 2018<sup>1</sup> and shall constitute the entire Agreement between the parties. All rights and duties of both parties are specifically expressed in this Agreement. This Agreement concludes the collective bargaining for its term, subject only to a desire by both parties to agree mutually to amend or supplement it at any time. No verbal statements shall supersede any provisions of this Agreement.

<sup>1</sup> Reflects start and end dates of the new contract.

### 43.02 - Renegotiations

The Union shall designate approximately twenty-one (21) bargaining unit members to serve on the master negotiating team (based upon one (1) member for each 2,000 bargaining unit employees or major fraction thereof, with a minimum of one (1) per unit, plus the three (3) statewide elected officers). The parties may mutually agree to subdivide the master teams to negotiate bargaining unit issues. If such unit negotiations cannot be sufficiently staffed by members of the master negotiating teams, the parties may mutually agree to additional members. Members of the Union negotiating team shall be paid by the Employer for the time spent in negotiations with the Employer as well as for the time spent en route to and from such negotiations, provided that no Union negotiating team member shall receive more than eight (8) hours pay for any single day. At the request of the Union, Union negotiating team members will also be paid for at least three (3) days of negotiations preparations.

An additional forty (40) designated Union representatives shall each be allowed up to a total of twenty-four (24) hours of paid time, as requested by the Union, for purposes of consulting with the negotiating team in the development of proposals and during the final weeks of bargaining.

### 43.03 - Mid-Term Contractual Changes

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

### 43.04 - Memorandum of Understanding Duration

All Memoranda of Understanding, amendments, Letters of Intent, or any other mutually agreed to provisions, shall be reviewed by OCSEA's Office of General Counsel (OGC), the Office of Collective Bargaining (OCB), and Agency representatives for determination of their force and effect. Those documents which have been mutually agreed to have any continuing effect shall be posted on the appropriate Agency website. All other documents, except those which have or do confer an economic benefit, shall expire on the effective starting date of this Agreement and have no further force and effect.

### 43.05 - Contract Dispute

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

## ARTICLE 44 – MISCELLANEOUS<sup>1</sup>

<sup>1</sup> No change.

### 44.01 - Agreement

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

### 44.02 - Operations of Rules and Law

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

### 44.03 - Total Agreement

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

### 44.04 - Work Rules

After the effective date of this Agreement, Agency work rules or institutional rules and directives must not be in violation of this Agreement. Such work rules shall be reasonable. The Union shall be notified prior to the implementation of any new work rules and shall have the opportunity to discuss them.

### 44.05 - Technology

No State employee should have an expectation of privacy while on paid time as an employee.

**44.06 - Successor**

In the event that the Employer or any of its Agencies covered by this Agreement sells, leases, transfers or assigns any of its facilities to political subdivisions, corporations or persons, and such sale, lease, transfer or assignment would result in the layoff or termination of employees covered by this Agreement, the Agency and Employer shall attempt in good faith to arrange for the placement of such employees with the new Employer or the State.

The Agency shall notify the Union in writing at least thirty (30) days in advance of the final date of any such sale, lease, transfer or assignment.

In the event the Employer plans to close an institution (i.e., a facility at Mental Health, Developmental Disabilities, Department of Rehabilitation and Correction, Department of Youth Services, and Department of Veterans Services) or part thereof, resulting in the layoff of employees, it shall give ninety (90) days advance notice to the Union. The Union shall be given the opportunity to discuss the planned closure with the Employer. Should it become necessary to close an Agency, institution or part thereof, the following guidelines will be utilized:

- A. Where individual institution(s) or part(s) thereof are closed resulting in layoffs, the provisions of Article 18 will apply;
- B. The Agency(s) will seek to absorb all affected employees or help displaced workers obtain employment in other areas of the public sector;
- C. A concerted effort will be made to relocate displaced employees within the framework of any new delivery system. The Employer will seek to involve the Union and any newly-created structure in a positive program for the hiring and possible retraining of any displaced employee;
- D. In cooperation with the Union, the Agency(s) will aggressively search for any available program assistance for the purpose of job training and/or placement. The Union and the Employer will closely examine all possible avenues for human resource assistance in both the public and private sectors.

**44.07 - Errata**

It is the understanding of the parties that any errors in printing or typography will not alter the intent of the parties with respect to any such item.

**44.08 - OAKS Issues**

Representatives from OCB and OCSEA will meet on an as needed basis to identify and address OAKS related issues and to plan and implement remedies, which may include training, regarding said issues.

# APPENDICES

## APPENDIX A - I<sup>1</sup>

### APPENDIX J - GEOGRAPHIC JURISDICTIONS

This appendix reflects the current districts/regions or other geographic jurisdictions in effect at the time of the effective date of this Agreement. If circumstances change, the Employer shall notify the Union prior to the implementation of any changes. The Union will have an opportunity to consult with the Employer. The changes shall not be arbitrary or capricious or be for the sole purpose of circumventing any provision of the Agreement.

**ADJUTANT GENERAL**

Statewide

**DEPARTMENT OF ADMINISTRATIVE SERVICES**

Two (2) Districts

**District #1** - Cuyahoga County

**District #2** - Franklin County

**DEPARTMENT OF AGING**

Statewide

**DEPARTMENT OF AGRICULTURE**

Statewide

~~**ALCOHOL AND DRUG ADDICTION SERVICES<sup>1</sup>**~~

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
--------	----------	--------	----------

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

<sup>1</sup> Agency abolished.

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 OHIO DEVELOPMENT SERVICES AGENCY<sup>2</sup>**

Statewide

<sup>2</sup> Name change.

**OHIO DEPARTMENT OF DEVELOPMENTAL DISABILITIES**

Six (6) Districts

**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 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<sup>3</sup>**

Five (5) FOUR (4) Districts

<sup>3</sup> Reflects Agency restructuring.

**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 Eric 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

**DISTRICT #1**

ASHTABULA	COLUMBIANA	CUYAHOGA	GEAUGA
LAKE	MAHONING	MEDINA	PORTAGE
SUMMIT	STARK	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	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		

**OHIO HOUSING FINANCE AGENCY**

Statewide

**INDUSTRIAL COMMISSION OF OHIO**

Statewide

**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) ELEVEN (11) Districts<sup>4</sup>

(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

**DISTRICT #10** - SUMMIT

<sup>4</sup> Reflects new Racino locations.

**DISTRICT #11 – WARREN**

**DEPARTMENT OF MENTAL HEALTH AND ADDICTION SERVICES<sup>5</sup>**

<sup>5</sup> Name change.

(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.)

Three (3) Districts

**District #1**

Central Office, Office of Support Services (OSS)

**District #2**

Appalachian Behavioral Healthcare, Twin Valley Behavioral Healthcare, Summit Behavioral Healthcare

**District #3**

Northcoast Behavioral Healthcare, Heartland Behavioral Healthcare, Northwest Ohio Psychiatric Hospital

**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 Operations Coordinator (24710), Mine Safety Inspector 1 (24711) and Mine Safety Inspector 2 (24712) shall have displacement and recall rights statewide.

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

Two (2) Districts

**District #1 - Central Office FRANKLIN COUNTY<sup>6</sup>**

**District #2 - The remainder of the State.**

<sup>6</sup> Housekeeping. Offices have been added in Franklin County. Management made this change without union agreement.

**PUBLIC UTILITIES COMMISSION OF OHIO**

Statewide

**BOARD OF REGENTS**

Statewide



**DEPARTMENT OF REHABILITATION AND CORRECTION**

Six (6) Districts

**District #1**

Allen/Oakwood Correctional Institution, Toledo Correctional Institution, Marion Correctional Institution, ~~North Central Correctional Institution~~ NCCC<sup>7</sup>, Lima APA office, Defiance APA office, Seneca APA Office, Toledo APA Office

<sup>7</sup> Housekeeping

**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, 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 Medical Center, Pickaway Correctional Institution and Processing Plants (located in Orient), ~~Bureau of Sentence Computation (BOSCO located at Orient)~~,<sup>8</sup> OPI Warehouse, Chillicothe Correctional Institution, Southern Ohio Correctional Facility, Ross Correctional Institution, Corrections Training Academy, Chillicothe APA Office, Scioto APA Office

<sup>8</sup> BOSCO no longer located at Orient.

**District #4**

Southeastern Correctional **COMPLEX (TO INCLUDE HOCKING UNIT AND LANCASTER UNIT)** ~~Institution, Hocking Correctional Facility~~,<sup>9</sup> Belmont Correctional Institution, Noble Correctional Institution, Athens APA Office, Marietta APA Office, Zanesville APA Office, Logan APA Office

<sup>9</sup> Reflects 2 locations within the complex.

**District #5**

Trumbull Correctional Institution, LAECI, Ohio State Penitentiary, Mansfield Correctional Institution, Richland Correctional Institution, Northeast ~~Pre-Release~~ **REINTEGRATION**<sup>10</sup> Center, Grafton Correctional Institution, Lorain Correctional Institution, Akron APA Office, Painesville APA Office, Canton APA Office, New Philadelphia APA Office, Youngstown APA Office, Ashtabula APA Office, Mansfield APA Office, Cleveland APA Office, Elyria APA, Trumbull APA Office

<sup>10</sup> Name change.

**District #6**

DR&C Operation Support Center (Franklin County only), DPCS Operation Support Center, Ohio Penal Industries Operation Support Center (McKinley), Columbus APA Office

Employees in DR&C designated as Operation Support Center\_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 OPPORTUNITIES FOR OHIOIANS WITH DISABILITIES<sup>11</sup>**

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~~; **EACH BUREAU OR DIVISION<sup>12</sup>** shall be considered a part of the geographic district in which the office is located.

<sup>11</sup> Name change.

<sup>12</sup> Reflects that a Bureau or Division falls within the district in which it is located.

Four (4) Districts

**District #1<sup>13</sup>**

Ashtabula	Columbiana	Cuyahoga	Geauga
Lake	Mahoning	Medina	Portage
<b>STARK</b>	Summit	Trumbull	<b>WAYNE</b>

<sup>13</sup> Provides employees in Wayne and Stark counties better geographic options for promotion and bumping.

**District #2<sup>14</sup>**

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	<del>Stark</del>	Vinton
Tuscarawas	Washington	<del>Wayne</del>	

<sup>14</sup> Reflects counties moved to District 1.

**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**

Statewide

**OHIO DEPARTMENT OF TRANSPORTATION**

Thirteen (13) Districts

**District #1**

Defiance	Van Wert	Allen	Hardin
Paulding	Putnam	Hancock	Wyandot

**District #2**

Williams	Henry	Wood	Sandusky
Fulton	Lucas	Ottawa	Seneca

**District #3**

Erie	Crawford	Ashland	Medina
Huron	Lorain	Richland	Wayne

**District #4**

Summit	Portage	Stark	Ashtabula
Trumbull	Mahoning		

**District #5**

Knox	Licking	Fairfield	Perry
Coshocton	Muskingum	Guernsey	

**District #6**

Marion	Union	Madison	Pickaway
Morrow	Delaware	Franklin	Fayette

**District #7**

Mercer	Shelby	Logan	Clark
Darke	Montgomery	Champaign	Miami
Auglaize			

**District #8**

Preble	Butler	Hamilton	Warren
Clermont	Greene	Clinton	

**District #9**

Brown	Adams	Pike	Jackson
Highland	Ross	Scioto	Lawrence

**District #10**

Hocking	Meigs	Morgan	Noble
Vinton	Gallia	Washington	Monroe
Athens			

**District #11**

Holmes	Tuscarawas	Columbiana	Carroll
Harrison	Jefferson	Belmont	

**District #12**

Cuyahoga	Lake	Geauga	
----------	------	--------	--

**District #13**

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

**DEPARTMENT OF VETERANS SERVICES**

Two (2) Districts - Jurisdictions of the Department will be the Northern Ohio Veterans Services and the Southern Ohio Veterans Services.

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

**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, Dayton, Toledo, Akron, Cleveland

**District #2**

Institutions: Indian River, Cuyahoga Hills

<sup>15</sup> *Institution abolished.*

**District #3**

Institutions: Scioto,<sup>15</sup> Circleville

**APPENDIX K - GUIDELINES FOR OCCUPATIONAL INJURY LEAVE<sup>1</sup>**

<sup>1</sup> *No change.*

**I. Definitions**

- 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 forty-eight (48) hours of the injury, the employee must notify the Agency Workers’ Compensation representative immediately. If the employee’s injury is of a nature which requires an emergency room visit, 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
  - 1. in an attempt to subdue, control or restrain a ward’s inappropriate behavior, or
  - 2. 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
  - 3. 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 remunerative employment or other activity(ies) that are consistent with his/her medical/psychological restrictions while receiving OIL benefits 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)**

A permanent employee of the Ohio Department of Mental Health, the Department of Developmental Disabilities, Department of Veterans Services, and Schools for the Deaf and Blind, Department of Rehabilitation and Correction, and

the Department of Youth Services who sustains an allowed physical condition inflicted by a 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:

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 medically 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.

### **III. Processing of the OIL Application**

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**

An employee receiving OIL benefits shall be eligible for his/her total rate of 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**

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) working 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.

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) working 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.

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 upheld, OIL benefits will be awarded and the Agency will work with the employee to repay any Workers' Compensation TTD benefits that were awarded.

**VI. Disqualification**

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 improperly received.

The employee may also be subject to disciplinary action, up to and including termination and criminal prosecution.

**APPENDIX L – PAY RANGES**

Effective for the duration of this Agreement.<sup>1</sup>

<sup>1</sup> Housekeeping.

Range	Step-1	Step-2	Step-3	Step-4	Step-5	Step-6	Step-7	Step-8	Step-9
1	<del>13.03</del> 27,102	<del>13.30</del> 27,664	<del>13.56</del> 28,205	<del>13.86</del> 28,829					
2	<del>13.44</del> 27,955	<del>13.72</del> 28,538	<del>14.03</del> 29,182	<del>14.36</del> 29,869					
3	<del>13.86</del> 28,829	<del>14.18</del> 29,494	<del>14.53</del> 30,222	<del>14.85</del> 30,888					
4	<del>14.36</del> 29,869	<del>14.71</del> 30,597	<del>15.09</del> 31,387	<del>15.41</del> 32,053					
5	<del>14.85</del> 30,888	<del>15.24</del> 31,699	<del>15.62</del> 32,490	<del>16.09</del> 33,467	<del>16.35</del> 34,008				
6	<del>15.41</del> 32,053	<del>15.80</del> 32,864	<del>16.22</del> 33,738	<del>16.61</del> 34,549	<del>17.03</del> 35,422				
7	<del>16.09</del> 33,467	<del>16.35</del> 34,008	<del>16.78</del> 34,902	<del>17.22</del> 35,818	<del>17.72</del> 36,858	<del>18.36</del> 38,189			
8	<del>16.78</del> 34,902	<del>17.22</del> 35,818	<del>17.72</del> 36,858	<del>18.36</del> 38,189	<del>19.06</del> 39,645	<del>19.88</del> 41,350			
9	<del>17.72</del> 36,858	<del>18.36</del> 38,189	<del>19.06</del> 39,645	<del>19.88</del> 41,350	<del>20.81</del> 43,285	<del>21.77</del> 45,282			
10	<del>19.06</del> 39,645	<del>19.88</del> 41,350	<del>20.81</del> 43,285	<del>21.77</del> 45,282	<del>22.71</del> 47,237	<del>23.87</del> 49,650			
11	<del>20.81</del> 43,285	<del>21.77</del> 45,282	<del>22.71</del> 47,237	<del>23.87</del> 49,650	<del>25.04</del> 52,083	<del>26.28</del> 54,662			
12	<del>22.71</del> 47,237	<del>23.88</del> 49,670	<del>25.04</del> 52,083	<del>26.28</del> 54,662	<del>27.55</del> 57,304	<del>28.89</del> 60,091			
23	<del>13.56</del> 28,205	<del>13.86</del> 28,829	<del>14.18</del> 29,494	<del>14.53</del> 30,222	<del>14.85</del> 30,888				
24	<del>14.03</del> 29,182	<del>14.36</del> 29,869	<del>14.71</del> 30,597	<del>15.09</del> 31,387	<del>15.41</del> 32,053				
25	<del>14.53</del> 30,222	<del>14.85</del> 30,888	<del>15.24</del> 31,699	<del>15.62</del> 32,490	<del>16.09</del> 33,467	<del>16.35</del> 34,008			
26	<del>15.09</del> 31,387	<del>15.41</del> 32,053	<del>15.80</del> 32,864	<del>16.22</del> 33,738	<del>16.61</del> 34,549	<del>17.03</del> 35,422			

Range	Step-1	Step-2	Step-3	Step-4	Step-5	Step-6	Step-7	Step-8	Step-9
27	15.62-	16.09-	16.35-	16.78-	17.22-	17.72-	18.36		
	32,490	33,467	34,008	34,902	35,818	36,858	38,189		
28	16.35-	16.78-	17.22-	17.72-	18.36-	19.06-	19.88		
	34,008	34,902	35,818	36,858	38,189	39,645	41,350		
29	17.22-	17.72-	18.36-	19.06-	19.88-	20.81-	21.77		
	35,818	36,858	38,189	39,645	41,350	43,285	45,282		
30	18.36-	19.06-	19.88-	20.81-	21.77-	22.71-	23.87		
	38,189	39,645	41,350	43,285	45,282	47,237	49,650		
31	19.88-	20.81-	21.77-	22.71-	23.87-	25.04-	26.28		
	41,350	43,285	45,282	47,237	49,650	52,083	54,662		
32	21.77-	22.71-	23.87-	25.04-	26.28-	27.55-	28.89-	30.35-	31.86
	45,282	47,237	49,650	52,083	54,662	57,304	60,091	63,128	66,269
33	23.87-	25.04-	26.28-	27.55-	28.89-	30.35-	31.80-	33.37-	35.02
	49,650	52,083	54,662	57,304	60,091	63,128	66,144	69,410	72,842
34	26.28-	27.55-	28.89-	30.35-	31.80-	33.37-	35.02-	36.74-	38.57
	54,662	57,304	60,091	63,128	66,144	69,410	72,842	76,419	80,226
35	28.89-	30.35-	31.80-	33.37-	35.02-	36.74-	38.54-	40.49-	42.53
	60,091	63,128	66,144	69,410	72,842	76,419	80,163	84,219	88,462
36	31.80-	33.37-	35.02-	36.74-	38.54-	40.49-	42.50-	44.62-	46.83
	66,144	69,410	72,842	76,419	80,163	84,219	88,400	92,810	97,406
E1	20.10-	21.10-	22.14-	23.26-	24.42-	25.64-	26.91-	28.28	
	41,808	43,888	46,051	48,381	50,794	53,331	55,973	58,822	
E2	22.14-	23.26-	24.42-	25.64-	26.91-	28.28-	29.67-	31.15-	32.73
	46,051	48,381	50,794	53,331	55,973	58,822	61,714	64,792	68,078
E3	24.42-	25.64-	26.91-	28.28-	29.67-	31.15-	32.73-	34.34-	36.07
	50,794	53,331	55,973	58,822	61,714	64,792	68,078	71,427	75,026

THE FOLLOWING PAY TABLE IS EFFECTIVE JULY 1, 2015.<sup>2</sup>

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
1	13.36	13.63	13.90	14.21					
	27780	28356	28910	29550					
2	13.78	14.06	14.38	14.72					
	28654	29251	29912	30616					
3	14.21	14.53	14.89	15.22					
	29550	30231	30978	31660					
4	14.72	15.08	15.47	15.80					
	30616	31362	32172	32854					
5	15.22	15.62	16.01	16.49	16.76				
	31660	32491	33302	34304	34858				
6	15.80	16.20	16.63	17.03	17.46				
	32854	33686	34581	35413	36308				
7	16.49	16.76	17.20	17.65	18.16	18.82			
	34304	34858	35775	36713	37779	39144			
8	17.20	17.65	18.16	18.82	19.54	20.38			
	35775	36713	37779	39144	40636	42384			
9	18.16	18.82	19.54	20.38	21.33	22.31			
	37779	39144	40636	42384	44367	46414			

<sup>2</sup> Hourly rate reflects 2.5% increase on July 1, 2105 per Article 36.02. Annual rate reflects 2.5% increase with rounding calculations that will be finalized in the printed contract.

10	19.54	20.38	21.33	22.31	23.28	24.47			
	40636	42384	44367	46414	48418	50891			
11	21.33	22.31	23.28	24.47	25.67	26.94			
	44367	46414	48418	50891	53385	56029			
12	23.28	24.48	25.67	26.94	28.24	29.61			
	48418	50912	53385	56029	58737	61593			
23	13.90	14.21	14.53	14.89	15.22				
	28910	29550	30231	30978	31660				
24	14.38	14.72	15.08	15.47	15.80				
	29912	30616	31362	32172	32854				
25	14.89	15.22	15.62	16.01	16.49	16.76			
	30978	31660	32491	33302	34304	34858			
26	15.47	15.80	16.20	16.63	17.03	17.46			
	32172	32854	33686	34581	35413	36308			
27	16.01	16.49	16.76	17.20	17.65	18.16	18.82		
	33302	34304	34858	35775	36713	37779	39144		
28	16.76	17.20	17.65	18.16	18.82	19.54	20.38		
	34858	35775	36713	37779	39144	40636	42384		
29	17.65	18.16	18.82	19.54	20.38	21.33	22.31		
	36713	37779	39144	40636	42384	44367	46414		
30	18.82	19.54	20.38	21.33	22.31	23.28	24.47		
	39144	40636	42384	44367	46414	48418	50891		
31	20.38	21.33	22.31	23.28	24.47	25.67	26.94		
	42384	44367	46414	48418	50891	53385	56029		
32	22.31	23.28	24.47	25.67	26.94	28.24	29.61	31.11	32.66
	46414	48418	50891	53385	56029	58737	61593	64706	67926
33	24.47	25.67	26.94	28.24	29.61	31.11	32.60	34.20	35.90
	50891	53385	56029	58737	61593	64706	67798	71145	74663
34	26.94	28.24	29.61	31.11	32.60	34.20	35.90	37.66	39.53
	56029	58737	61593	64706	67798	71145	74663	78329	82232
35	29.61	31.11	32.60	34.20	35.90	37.66	39.50	41.50	43.59
	61593	64706	67798	71145	74663	78329	82167	86324	90674
36	32.60	34.20	35.90	37.66	39.50	41.50	43.56	45.74	48.00
	67798	71145	74663	78329	82167	86324	90610	95130	99841
E1	20.60	21.63	22.69	23.84	25.03	26.28	27.58	28.99	
	42853	44985	47202	49591	52064	54664	57372	60293	
E2	22.69	23.84	25.03	26.28	27.58	28.99	30.41	31.93	33.55
	47202	49591	52064	54664	57372	60293	63257	66412	69780
E3	25.03	26.28	27.58	28.99	30.41	31.93	33.55	35.20	36.97
	52064	54664	57372	60293	63257	66412	69780	73213	76902

<sup>3</sup> Hourly rate reflects 2.5% increase on July 1, 2106 per Article 36.02. Annual rate reflects 2.5% increase with rounding calculations that will be finalized in the printed contract.

THE FOLLOWING PAY TABLE IS EFFECTIVE JULY 1, 2016.<sup>3</sup>

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
1	13.69	13.97	14.25	14.56					

	28474	29064	29633	30288					
2	14.12	14.41	14.74	15.09					
	29370	29983	30659	31381					
3	14.56	14.90	15.27	15.60					
	30288	30987	31752	32452					
4	15.09	15.45	15.85	16.19					
	31381	32146	32976	33676					
5	15.60	16.01	16.41	16.90	17.18				
	32452	33304	34135	35161	35730				
6	16.19	16.60	17.04	17.45	17.89				
	33676	34528	35446	36298	37215				
7	16.90	17.18	17.63	18.09	18.62	19.29			
	35161	35730	36669	37631	38724	40122			
8	17.63	18.09	18.62	19.29	20.02	20.89			
	36669	37631	38724	40122	41652	43443			
9	18.62	19.29	20.02	20.89	21.86	22.87			
	38724	40122	41652	43443	45476	47574			
10	20.02	20.89	21.86	22.87	23.86	25.08			
	41652	43443	45476	47574	49628	52164			
11	21.86	22.87	23.86	25.08	26.31	27.61			
	45476	47574	49628	52164	54720	57429			
12	23.86	25.09	26.31	27.61	28.94	30.35			
	49628	52185	54720	57429	60205	63133			
23	14.25	14.56	14.90	15.27	15.60				
	29633	30288	30987	31752	32452				
24	14.74	15.09	15.45	15.85	16.19				
	30659	31381	32146	32976	33676				
25	15.27	15.60	16.01	16.41	16.90	17.18			
	31752	32452	33304	34135	35161	35730			
26	15.85	16.19	16.60	17.04	17.45	17.89			
	32976	33676	34528	35446	36298	37215			
27	16.41	16.90	17.18	17.63	18.09	18.62	19.29		
	34135	35161	35730	36669	37631	38724	40122		
28	17.18	17.63	18.09	18.62	19.29	20.02	20.89		
	35730	36669	37631	38724	40122	41652	43443		
29	18.09	18.62	19.29	20.02	20.89	21.86	22.87		
	37631	38724	40122	41652	43443	45476	47574		
30	19.29	20.02	20.89	21.86	22.87	23.86	25.08		
	40122	41652	43443	45476	47574	49628	52164		
31	20.89	21.86	22.87	23.86	25.08	26.31	27.61		
	43443	45476	47574	49628	52164	54720	57429		
32	22.87	23.86	25.08	26.31	27.61	28.94	30.35	31.89	33.47
	47574	49628	52164	54720	57429	60205	63133	66324	69624



33	25.08	26.31	27.61	28.94	30.35	31.89	33.41	35.06	36.79
	52164	54720	57429	60205	63133	66324	69493	72924	76530
34	27.61	28.94	30.35	31.89	33.41	35.06	36.79	38.60	40.52
	57429	60205	63133	66324	69493	72924	76530	80288	84287
35	30.35	31.89	33.41	35.06	36.79	38.60	40.49	42.54	44.68
	63133	66324	69493	72924	76530	80288	84221	88483	92940
36	33.41	35.06	36.79	38.60	40.49	42.54	44.65	46.88	49.20
	69493	72924	76530	80288	84221	88483	92875	97509	102337
E1	21.12	22.17	23.26	24.44	25.66	26.94	28.27	29.71	
	43925	46110	48382	50830	53365	56031	58807	61800	
E2	23.26	24.44	25.66	26.94	28.27	29.71	31.17	32.73	34.39
	48382	50830	53365	56031	58807	61800	64838	68072	71524
E3	25.66	26.94	28.27	29.71	31.17	32.73	34.39	36.08	37.90
	53365	56031	58807	61800	64838	68072	71524	75043	78824

THE FOLLOWING PAY TABLE IS EFFECTIVE JULY 1, 2017.<sup>4</sup>

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
1	14.03	14.32	14.60	14.93					
	29186	29791	30374	31046					
2	14.47	14.77	15.11	15.46					
	30104	30732	31426	32166					
3	14.93	15.27	15.65	15.99					
	31046	31762	32546	33263					
4	15.46	15.84	16.25	16.59					
	32166	32950	33800	34518					
5	15.99	16.41	16.82	17.33	17.61				
	33263	34136	34988	36040	36623				
6	16.59	17.01	17.47	17.89	18.34				
	34518	35391	36332	37205	38146				
7	17.33	17.61	18.07	18.54	19.08	19.77			
	36040	36623	37586	38572	39692	41125			
8	18.07	18.54	19.08	19.77	20.53	21.41			
	37586	38572	39692	41125	42693	44529			
9	19.08	19.77	20.53	21.41	22.41	23.44			
	39692	41125	42693	44529	46613	48764			
10	20.53	21.41	22.41	23.44	24.46	25.71			
	42693	44529	46613	48764	50869	53468			
11	22.41	23.44	24.46	25.71	26.97	28.30			
	46613	48764	50869	53468	56088	58865			
12	24.46	25.72	26.97	28.30	29.67	31.11			
	50869	53489	56088	58865	61710	64711			
23	14.60	14.93	15.27	15.65	15.99				
	30374	31046	31762	32546	33263				
24	15.11	15.46	15.84	16.25	16.59				

<sup>4</sup> Hourly rate reflects 2.5% increase on July 1, 2107 per Article 36.02. Annual rate reflects 2.5% increase with rounding calculations that will be finalized in the printed contract.

	31426	32166	32950	33800	34518				
25	15.65	15.99	16.41	16.82	17.33	17.61			
	32546	33263	34136	34988	36040	36623			
26	16.25	16.59	17.01	17.47	17.89	18.34			
	33800	34518	35391	36332	37205	38146			
27	16.82	17.33	17.61	18.07	18.54	19.08	19.77		
	34988	36040	36623	37586	38572	39692	41125		
28	17.61	18.07	18.54	19.08	19.77	20.53	21.41		
	36623	37586	38572	39692	41125	42693	44529		
29	18.54	19.08	19.77	20.53	21.41	22.41	23.44		
	38572	39692	41125	42693	44529	46613	48764		
30	19.77	20.53	21.41	22.41	23.44	24.46	25.71		
	41125	42693	44529	46613	48764	50869	53468		
31	21.41	22.41	23.44	24.46	25.71	26.97	28.30		
	44529	46613	48764	50869	53468	56088	58865		
32	23.44	24.46	25.71	26.97	28.30	29.67	31.11	32.68	34.31
	48764	50869	53468	56088	58865	61710	64711	67982	71364
33	25.71	26.97	28.30	29.67	31.11	32.68	34.25	35.94	37.71
	53468	56088	58865	61710	64711	67982	71230	74747	78443
34	28.30	29.67	31.11	32.68	34.25	35.94	37.71	39.56	41.54
	58865	61710	64711	67982	71230	74747	78443	82295	86395
35	31.11	32.68	34.25	35.94	37.71	39.56	41.50	43.60	45.80
	64711	67982	71230	74747	78443	82295	86327	90695	95264
36	34.25	35.94	37.71	39.56	41.50	43.60	45.77	48.05	50.43
	71230	74747	78443	82295	86327	90695	95197	99946	104896
E1	21.65	22.72	23.84	25.05	26.30	27.61	28.98	30.45	
	45023	47263	49592	52101	54700	57432	60277	63345	
E2	23.84	25.05	26.30	27.61	28.98	30.45	31.95	33.55	35.25
	49592	52101	54700	57432	60277	63345	66459	69774	73313
E3	26.30	27.61	28.98	30.45	31.95	33.55	35.25	36.98	38.84
	54700	57432	60277	63345	66459	69774	73313	76919	80795

## 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 (1) 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 DRC employees shall be maintained on a statewide 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 thirty percent (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 ten percent (10%) to thirty percent (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 DRC Operation Support Center. 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. **ANY EMPLOYEE WHO TESTS AT OR ABOVE .02% AND BELOW .04% SHALL BE IMMEDIATELY REMOVED FROM DUTY UNTIL THE START OF THE EMPLOYEE'S NEXT SCHEDULED SHIFT OR FOR 24 HOURS, WHICHEVER IS GREATER.<sup>1</sup> WHILE THE EMPLOYEE IS REMOVED FROM DUTY, THE EMPLOYEE MAY USE ANY ACCRUED LEAVE OR COMPENSATORY TIME AT THE EMPLOYEE'S OPTION, OR BE PLACED IN A LEAVE WITHOUT PAY STATUS IF ACCRUED LEAVE OR COMPENSATORY TIME IS NOT AVAILABLE. No consequences will attach to any result below a .04% level.<sup>2</sup>**
6. The employee shall be responsible for the cost of all follow-up alcohol and drug tests that are ordered by the Employer.

<sup>1</sup> Allows the employer to relieve an employee from duty until the start of their next shift if the employee tests between .02% and .04% blood alcohol level.

<sup>2</sup> Allows an employee to choose to use accrued leave, compensatory time, or leave without pay if they are relieved from duty.

#### 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<sup>3</sup> 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 statewide 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 seventy-two (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.

<sup>3</sup> Housekeeping.

### 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~~ **MENTAL HEALTH AND**<sup>4</sup> 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 described above.

<sup>4</sup> Housekeeping.

B.U.	Class No.	Title
4	44213	Activity Therapy Specialist 1
4	44214	Activity Therapy Specialist 2
4	65312	Advanced Emergency Medical Tech. - Ambulance <sup>5</sup>
6	54211	Aircraft Attendant
6	54221	Aircraft Maintenance Technician
6	54451	Ambulance Operator
7	21581	Amusement Ride and Game Inspector <sup>6</sup>
7	21582	Amusement Ride and Game Inspector <sup>7</sup>
7	26531	Arson Investigator <b>FIRE AND EXPLOSION INVESTIGATION BUREAU INVESTIGATOR</b> <sup>8</sup>
14	24951	Aviator 1
14	24952	Aviator 2
7	24121	Boiler Inspector
6	54541	Boiler Operator <sup>9</sup>
6	54542	Boiler Operator <sup>10</sup>
7	24421	Breath Alcohol Testing Inspector
6	53230	Bridge and Lock Tender
13	85851	<b>BRIDGE SPECIALIST 1</b> <sup>11</sup>
13	85852	<b>BRIDGE SPECIALIST 2</b> <sup>12</sup>
4	18111	<b>CHILDREN'S TEACHER AIDE 1</b> <sup>13</sup>
4	18112	<b>CHILDREN'S TEACHER AIDE 2</b> <sup>14</sup>
4	18113	<b>CHILDREN'S TEACHER AIDE 3</b> <sup>15</sup>
3	46531	Correction Officer
7	24341	Customer Service Specialist 1
7	24342	Customer Service Specialist 2
6	53821	Delivery Worker
6	54421	Dredge Operator <sup>16</sup>
6	54422	Dredge Operator <sup>17</sup>
7	24331	Driver License Examiner 1
7	24332	Driver License Examiner 2 (CDL)
7	24333	Driver License Examiner 2 (Lead Worker)
7	24334	Driver License Examiner 2 (Mobile)
7	24131	Electrical Inspector
7	24141	Elevator Inspector
7	24140	Elevator Inspector Trainee
4	65311	Emergency Medical Technician - Ambulance <sup>18</sup>

<sup>5</sup> Title no longer in use.

<sup>6</sup> Title change.

<sup>7</sup> Title change.

<sup>8</sup> Title change.

<sup>9</sup> Title change.

<sup>10</sup> Title change.

<sup>11</sup> Now subject to random testing.

<sup>12</sup> Now subject to random testing.

<sup>13</sup> Now subject to random testing.

<sup>14</sup> Now subject to random testing.

<sup>15</sup> Now subject to random testing.

<sup>16</sup> Removed from testing pool.

<sup>17</sup> Removed from testing pool.

<sup>18</sup> Title no longer in use.

B.U.	Class No.	Title
7	26591	Firefighter
7	26210	<b>INVESTIGATOR (ONLY IN THE LOTTERY COMMISSION AND THE DEPARTMENT OF PUBLIC SAFETY, PRIVATE INVESTIGATOR AND SECURITY GUARD SECTION)</b> <sup>19</sup>
7	26592	Lieutenant Firefighter
4	44211	General Activities Therapist 1
4	44212	General Activities Therapist 2
7	64921	Hazardous Materials Specialist
7	23161	Hazardous Materials Investigation Specialist 1
7	23162	Hazardous Materials Investigation Specialist 2
7	<del>24151</del>	<del>High Pressure Piping Inspector</del> <sup>20</sup>
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	<b>21541</b>	<b>MEDICAL BOARD ENFORCEMENT INVESTIGATOR</b> <sup>21</sup>
7	23111	Motor Carrier Enforcement Inspectors
7	24123	Nuclear Boiler Inspector
4	44310	Occupational Therapy Assistant
4	42741	Qualified Pharmacy Technician
7	<b>21561</b>	<b>PHARMACY BOARD COMPLIANCE AGENT</b> <sup>22</sup>
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
6	<b>54461</b>	<b>RESEARCH VESSEL OPERATOR</b> <sup>23</sup>
3	<b>46111</b>	<b>SECURITY OFFICER 1</b> <sup>24</sup>
3	<b>46112</b>	<b>SECURITY OFFICER 2</b> <sup>25</sup>
4	44112	Therapeutic Program Worker
4	44260	Therapy Aide
6	<b>54441</b>	<b>VEHICLE OPERATOR 1</b> <sup>26</sup>
6	<b>54442</b>	<b>VEHICLE OPERATOR 2</b> <sup>27</sup>
3	46611	Youth Leader (Blind/Deaf School)

<sup>19</sup> Now subject to random testing.

<sup>20</sup> Title no longer in use.

<sup>21</sup> Now subject to random testing.

<sup>22</sup> Now subject to random testing.

<sup>23</sup> Now subject to random testing.

<sup>24</sup> Now subject to random testing.

<sup>25</sup> Now subject to random testing.

<sup>26</sup> Now subject to random testing.

<sup>27</sup> Now subject to random testing.

\*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, DEVELOPMENTAL DISABILITIES, DEPARTMENT OF YOUTH SERVICES AND DEPARTMENT OF VETERANS SERVICES

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

### A. Work Areas for Mental Health, Developmental Disabilities, Department of Youth Services, and Department of Veterans Services

“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 EMPLOYER RETAINS THE RIGHT TO DENY A BID AND/OR CHANGE AN ASSIGNMENT FOR GOOD MANAGEMENT REASONS, INCLUDING BUT NOT LIMITED TO THE BEST INTEREST OF THE CLIENT, PATIENT, RESIDENT OR YOUTH AFTER CONSULTATION WITH THE AFFECTED EMPLOYEE AND THE UNION. IF THE EMPLOYER DENIES A BID AND/OR CHANGES AN ASSIGNMENT FOR GOOD MANAGEMENT REASONS, THE EMPLOYER MUST PLACE THE EMPLOYEE IN A POSITION ON THE SAME SHIFT, HOURS AND DAYS OFF AS THE BID POSITION. IN ADDITION, THE EMPLOYER ALSO RETAINS ITS ABILITY TO EXERCISE ITS RIGHTS IN ACCORDANCE WITH SECTION 13.05 OF THE COLLECTIVE BARGAINING AGREEMENT.<sup>1</sup>**

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 workloads 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, DD, DYS, VS, 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 President or designee. 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, DD, DYS, VS 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

<sup>1</sup> The employer may deny a bid or change an assignment for good management reasons after consultation with the employee and the union. The effected employee maintains their shift and days off. The reason for the bid denial or assignment change can be grieved.

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.

### **Listings of Employee Job Classifications in Mental Health, Developmental Disabilities, Department of Youth Services, and Department of Veterans Services**

#### **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 (DEPARTMENT OF VETERANS SERVICES AND THE DEPARTMENT OF DEVELOPMENTAL DISABILITIES)**

#### **UNIT 4 - Overtime**

**TO THE EXTENT THIS APPENDIX IS INCONSISTENT WITH APPENDIX Q OF THE COLLECTIVE BARGAINING AGREEMENT, THE PROVISIONS OF APPENDIX Q SHALL TAKE PRIORITY.<sup>1</sup>**

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

<sup>1</sup> If there is a conflict between language in Appendix Q and Appendix P, the Appendix Q language will apply.



#### **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**

The following supplemental agreements apply to OCSEA/AFSCME bargaining unit employees within the specified Agencies only:

## 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.

### Article 8.01 - Agency Committees

~~In each Agency, PURSUANT TO ARTICLE 8.02,<sup>1</sup> 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 meetings 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.

### 8.03 – TIME OFF

**COMMITTEE MEMBERS SHALL NORMALLY BE SCHEDULED TO BE ON DUTY AND THE LABOR MANAGEMENT MEETING SHALL BE HELD DURING NORMAL WORKING HOURS. DEPARTMENTS WHICH HAVE PROVIDED THE USE OF AGENCY VEHICLES OR WHICH HAVE PAID MILEAGE REIMBURSEMENT SHALL CONTINUE THE PROCESS.<sup>2</sup>**

### Article 11.20 - ~~Fitness Incentive~~ Health & Wellness

**THERE SHALL BE A JOINT LABOR AND MANAGEMENT COMMITTEE THAT SHALL DISCUSS AND MUTUALLY AGREE UPON A NON-PUNITIVE NON-COMPETITIVE HEALTH AND WELLNESS PROGRAM IN ACCORDANCE WITH NFPA 1582.<sup>3</sup>**

~~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.<sup>4</sup>~~

### 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 four (104) hours in a fourteen (14) day pay period. The work week 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 (2,704) 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 biweekly 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 **MUST TAKE INTO CONSIDERATION AGENCY AND BASE MISSIONS, STAFFING LEVELS, AND NATIONAL GUARD BUREAU DIRECTIVES. IN THE EVENT A SIGNIFICANT SCHEDULE CHANGE IS NECESSARY MANAGEMENT SHALL WORK WITH LABOR TO MAINTAIN A CONSISTENT SCHEDULE.<sup>5</sup>** 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 temporary circumstance is resolved.<sup>6</sup>

### Shift Trades

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

<sup>1</sup> The purposes of labor management committees as outlined in Article 8.02 of the main contract apply here as well.

<sup>2</sup> Employees serving on labor management committees shall normally be scheduled to be on duty to attend the labor management meetings.

<sup>3</sup> Requires the union's agreement to implement Health and Wellness programs in accordance with (NFPA) National Fire Protection Association 1582.

<sup>4</sup> Housekeeping.

<sup>5</sup> Requires that the employer and the union work jointly to develop any new schedules.

<sup>6</sup> Housekeeping.

## Overtime and Compensatory Time

1. Overtime shall be calculated based on hours in active pay status in excess of one hundred four ~~SIX (104)~~ **(106)** hours during the fourteen (14) day pay period. Overtime shall be paid at one and one-half (1 1/2) times his/her regular rate of pay. All overtime must be authorized by an administrative authority.<sup>7</sup>
2. ~~The employee may elect to take compensatory time off in lieu of cash overtime payment for hours worked in excess of one hundred four (104) hours during the fourteen (14) day pay period. Such compensatory time shall be granted at one and one-half (1 1/2) 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.<sup>8</sup>~~

<sup>7</sup> *Payment of overtime will now begin after 106 hours in active pay status during a 14 day pay period.*

<sup>8</sup> *Deleted and moved in its entirety to Letter of Agreement published below.*

[To be deleted before print:

### LETTER OF AGREEMENT<sup>9</sup>

PURSUANT TO THE COLLECTIVE BARGAINING AGREEMENT (THE AGREEMENT) FOR THE OHIO CIVIL SERVICE EMPLOYEES ASSOCIATION, AFSCME, LOCAL 11, AFL-CIO (OCSEA) AND CHAPTER 4117 OF THE OHIO REVISED CODE (ORC), THE STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF COLLECTIVE BARGAINING (OCB), THE ADJUTANT GENERAL'S DEPARTMENT (AGENCY) AND OCSEA HAVE REACHED THE FOLLOWING AGREEMENT. THIS AGREEMENT BECOMES EFFECTIVE UPON THE DATE OF SIGNATURE BY THE DEPUTY DIRECTOR OF OCB, OR HIS DESIGNEE.

<sup>9</sup> *Deleted language from above incorporated in its entirety. Although this Letter of Agreement will not appear in the printed version of the contract, it will have the force and effect of contract language per ORC 4117 and will remain in effect as written into future contract periods unless the parties mutually negotiate any changes.*

## AGREEMENT

### OVERTIME AND COMPENSATORY TIME

1. OVERTIME SHALL BE CALCULATED BASED ON HOURS IN ACTIVE PAY STATUS IN THE EXCESS OF ONE HUNDRED SIX (106) HOURS DURING THE FOURTEEN (14) DAY PERIOD. OVERTIME SHALL BE PAID AT ONE AND ONE-HALF (1 ½) TIMES HIS/HER REGULAR RATE OF PAY. ALL OVERTIME MUST BE AUTHORIZED BY AN ADMINISTRATIVE AUTHORITY.
2. THE EMPLOYEE MUST ELECT TO TAKE COMPESATORY TIME OFF IN LIEU OF CASH OVERTIME PAYMENT FOR HOURS WORKED IN EXCESS OF ONE HUNDRED SIX (106) HOURS DURING THE FOURTEEN (14) DAY PAY PERIOD. SUCH COMPENSATORY TIME SHALL BE GRANTED AT ONE AND ONE HALF (1 ½) 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 REACHED, PAYMENT FOR OVERTIME WORK MUST BE MADE IN CASH.
5. UPON TERMINATION OF EMPLOYMENT, AN EMPLOYEE SHALL BE PAID FOR UNUSED COMPENSATORY TIME AT A 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.

### SCOPE OF AGREEMENT

THIS AGREEMENT CONSTITUTES THE COMPLETE UNDERSTANDING OF THE PARTIES AND MERGES AND SUPERSEDES ALL OTHER DISCUSSIONS, AGREEMENTS, AND UNDERSTANDINGS, EITHER ORAL OR WRITTEN BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER THEREOF. THIS LETTER OF AGREEMENT MAY BE USED BY EITHER PARTY ONLY TO ENFORCE ITS PROVISIONS AND WILL NOT BE USED IN ANY UNRELATED HEARING, GRIEVANCE, ARBITRATION, OR NEGOTIATION.

### TERMINATION AND MODIFICATION

THIS AGREEMENT SHALL REMAIN IN EFFECT THROUGH THE DURATION OF THE 2015-2018 COLLECTIVE BARGAINING AGREEMENT. THE PARTIES SHALL MEET TO DISCUSS THE CONTINUATION OF THE AGREEMENT. IF THE PARTIES DETERMINE THAT THE AGREEMENT SHOULD BE CONTINUED PAST THE EXPIRATION OF THE COLLECTIVE BARGAINING AGREEMENT DESCRIBED ABOVE, A MODIFICATION OF THIS LETTER OF AGREEMENT MUST BE EXECUTED. MODIFICATIONS OF THIS AGREEMENT MAY BE MADE BY MUTUAL WRITTEN AGREEMENT OF

**THE PARTIES. THIS LETTER OF AGREEMENT SHALL BE TREATED AS A CONTRACT PROVISION PURSUANT TO THE OHIO REVISED CODE CHAPTER 4117.]**

**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) UP TO FIFTY (50) hours of personal leave each year AT ANY TIME.<sup>10</sup>

<sup>10</sup> Reflects current practice.

**ARTICLE 27.06 – CONVERSION OR CARRY FORWARD OF PERSONAL LEAVE CREDIT AT YEAR'S END**

**PERSONAL LEAVE NOT USED MAY BE CARRIED FORWARD OR PAID AT THE EMPLOYEE'S OPTION. PAYMENT TO BE MADE IN THE FIRST PAY PERIOD IN DECEMBER. MAXIMUM ACCRUAL OF PERSONAL LEAVE SHALL BE FIFTY (50) HOURS.<sup>11</sup>**

<sup>11</sup> Reflects current practice.

**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:<sup>12</sup>

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

<sup>12</sup> Firefighters and Lieutenant Firefighters accrue same amount of vacation based on length of service as all other employees per Article 28 of the main contract. Accrual rate reflects 24 hour work schedule status.

LENGTH OF STATE SERVICE	ACCRUAL RATE
	HOURS EARNED PER 104 HOURS IN ACTIVE PAY STATUS PER PAY PERIOD
LESS THAN 4 YEARS	4.0
4 YEARS OR MORE	6.0
9 YEARS OR MORE	8.1
14 YEARS OR MORE	9.0
19 YEARS OR MORE	10.0
24 YEARS OR MORE	12.0

**ARTICLE 28.02 - MAXIMUM ACCRUAL**

VACATION CREDIT MAY BE ACCUMULATED TO A MAXIMUM THAT CAN BE EARNED IN THREE (3) YEARS. FURTHER ACCUMULATION WILL NOT CONTINUE WHEN THE MAXIMUM IS REACHED. WHEN AN EMPLOYEE'S VACATION REACHES THE MAXIMUM LEVEL, AND IF THE EMPLOYEE HAS BEEN DENIED VACATION DURING THE PAST TWELVE (12) MONTHS, THE EMPLOYEE WILL BE PAID FOR TIME DENIED BUT NO MORE THAN ONE HUNDRED FOUR (104) HOURS IN A PAY PERIOD.

ANNUAL RATE OF VACATION	MAXIMUM ACCUMULATION
104	312
156	468
210	630
234	702
260	780
312	936

**Article 29.02 - Sick Leave Accrual**

Firefighters shall accrue sick leave at the rate of four (4) hours for each one hundred four (104) hours in active pay status, excluding overtime hours, not to exceed one hundred 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 30.01 - JURY DUTY

LEAVE WITH PAY AT REGULAR RATE SHALL BE GRANTED FOR SERVICE UPON A JURY. WHEN NOT IMPANELED FOR ACTUAL SERVICE AND ONLY ON CALL, THE EMPLOYEE SHALL REPORT TO WORK AS SOON AS REASONABLY POSSIBLE AFTER NOTIFICATION THAT HIS/HER SERVICES WILL NOT BE NEEDED. IN CASES WHERE THE EMPLOYEE WOULD REPORT TO DO LESS THAN FOUR (4) HOURS WORK, THE EMPLOYEE NEED NOT REPORT. PRIOR TO JURY DUTY AND AFTER JURY DUTY HAS CONCLUDED FOR THE DAY, FIREFIGHTERS AND LIEUTENANT FIREFIGHTERS WILL HAVE THE OPTION TO WORK, USE ACCRUED LEAVE OR LEAVE WITHOUT PAY AT HIS/HER OPTION OR FLEX SCHEDULED HOURS WITH MUTUAL AGREEMENT. EMPLOYEES CALLED TO JURY DUTY SHALL SUBMIT TO THE AGENCY ANY JUROR FEES RECEIVED IN EXCESS OF FIFTEEN (\$15.00) DOLLARS PER DAY.<sup>13</sup>

#### 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 four hundred and eight (408) hours, regardless of annual scheduled hours IN ACCORDANCE WITH O.R.C. 5923.05, REGARDLESS OF ANNUAL SCHEDULED HOURS.

IN THE EVENT THE MILITARY ALLOTMENT SET FORTH IN O.R.C. 5923.05 CHANGES, THE PARTIES AGREE TO BE BOUND BY SUCH CHANGES.

#### 30.02A - MILITARY LEAVE ADDENDUM

FIREFIGHTERS PERFORMING INACTIVE DUTY TRAINING (IDT) AT A LOCATION OTHER THAN THEIR NORMAL FIREFIGHTER DUTY STATION SHALL BE APPROVED FOR MILITARY LEAVE TO COVER TRAVEL TO AND FROM MEMBERS (IDT) LOCATION. MILITARY LEAVE FOR TRAVEL TO AND FROM (IDT) IS LIMITED TO REASONABLE TRAVEL TIME NOT TO EXCEED TWO HOURS IN EACH DIRECTION.

FIREFIGHTERS PERFORMING (IDT) WHO CHOSE TO UTILIZE USERRA APPROVED REST AND RECOVERY TIME SHALL BE ALLOWED TO USE HOLIDAY LEAVE, VACATION, COMPENSATORY TIME, OR PERSONAL LEAVE TO COVER THE REMAINDER OF THEIR SCHEDULED SHIFT.<sup>14</sup>

#### Article 30.03 - Bereavement Leave

Firefighters shall be eligible for bereavement leave for three (3) consecutive days off (24 HOURS) within their schedule. SHOULD THE EMPLOYEE BE SCHEDULED FOR MORE THAN TWENTY-FOUR (24) HOURS DURING THIS THREE (3) CONSECUTIVE DAY PERIOD, THE EMPLOYEE SHALL BE PERMITTED TO FLEX THE REMAINING SCHEDULED DUTY DAYS BEYOND TWENTY-FOUR (24) HOURS WITH MUTUAL AGREEMENT. IF THIS THREE (3) DAY PERIOD FALLS ON THE EMPLOYEES REGULARLY SCHEDULED DAYS OFF, THE EMPLOYEE SHALL HAVE THE NEXT SCHEDULED DUTY DAY OFF. 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 OR MEMORIAL SERVICE. If leave is not taken in conjunction with the funeral OR MEMORIAL SERVICE, the employee will be granted twenty-four (24) consecutive hours of bereavement leave and such leave must be taken within six (6) months from the death of the immediate family member FOR A MEMORIAL SERVICE.

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.<sup>15</sup>

#### 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, 2015, IN THE PAY PERIOD IN WHICH A STATE RECOGNIZED HOLIDAY OCCURS, EACH FULL TIME FIREFIGHTER SHALL EARN TWENTY-FOUR (24) HOURS OF HOLIDAY LEAVE IN LIEU OF RECEIVING PREMIUM HOLIDAY PAY OR OVERTIME PAY. HOLIDAY LEAVE MAY BE USED AT A MUTUALLY AGREEABLE TIME WITHIN TWO YEARS OF THE DATE UPON WHICH IT IS EARNED. NEWLY ACCRUED HOLIDAY LEAVE IS NOT AVAILABLE FOR USE UNTIL IT APPEARS ON THE EMPLOYEE'S EARNINGS STATEMENT AND ON THE DATE THE FUNDS ARE MADE AVAILABLE. HOLIDAY LEAVE MAY NOT BE CASHED AND HAS NO CASH VALUE IF UNUSED.<sup>16</sup> 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 one hundred forty-four (144) hours of holiday leave.<sup>17</sup>

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.

[To be deleted before print:

#### LETTER OF AGREEMENT<sup>18</sup>

PURSUANT TO THE COLLECTIVE BARGAINING AGREEMENT (THE AGREEMENT) FOR THE OHIO CIVIL SERVICE EMPLOYEES ASSOCIATION, AFSCME, LOCAL 11, AFL-CIO (OCSEA) AND CHAPTER 4117 OF THE OHIO REVISED CODE (ORC), THE STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF COLLECTIVE BARGAINING (OCB), THE ADJUTANT GENERAL'S DEPARTMENT (AGENCY) AND OCSEA HAVE REACHED THE FOLLOWING AGREEMENT. THIS AGREEMENT BECOMES EFFECTIVE UPON THE DATE OF SIGNATURE BY THE DEPUTY DIRECTOR OF OCB, OR HIS DESIGNEE.

<sup>13</sup> Firefighters and Lieutenant Firefighters who are selected to serve on a jury may return to work after jury duty has concluded for the day; or they may use accrued leave or leave without pay at their option; or flex scheduled hours with mutual agreement of the employer.

<sup>14</sup> Firefighters and Lieutenant Firefighters can use military leave for travel from fire station to members (IDT) Inactive Duty Training. The paid military leave travel time to IDT is limited to (2) two hours in each direction. They are also now allowed to use Holiday Leave, Vacation, Compensatory Leave or Personal Leave to cover the remainder of their 24 hours shift that falls within USERRA rest and recovery periods.

<sup>15</sup> Clarifies that Firefighters and Lieutenant Firefighters are eligible for bereavement leave for (3) three consecutive days off. If the Firefighter or Lieutenant Firefighter is scheduled for more than 24 hours within the (3) three consecutive days off they will be permitted to flex their schedule with mutual agreement of the employer. If the (3) three day period falls on a Firefighter's or Lieutenant Firefighter's days off, the Firefighter or Lieutenant Firefighter shall have their next duty day off. If the bereavement leave is not taken in conjunction with the funeral or memorial service, the Firefighter or Lieutenant Firefighter will be granted (24) twenty-four consecutive hours of bereavement leave within (6) months from the death for a memorial service.

<sup>16</sup> Firefighters and Lieutenant Firefighters will now receive 24 hours of Holiday leave for each Holiday listed in Article 26 of the main contract. The Holiday leave must be used within a two year period. There is no cash out value of unused holiday leave accrued after May 15, 2015. Holiday leave is not available to use until it appears on the employees earning statement. Holiday leave that was accrued under the prior contract can be cashed out in July of 2015; any Holiday leave that was accrued under the prior contract that is not cashed out in July of 2015 must be used by November 28, 2015.

<sup>17</sup> Housekeeping.

<sup>18</sup> Outlines procedure for implementing new Holiday Leave language found above. Published for informational purposes and will not appear in the printed contract.

## AGREEMENT

### IMPLEMENTATION PLAN – HOLIDAY LEAVE

1. EFFECTIVE JULY 1, 2015 THE NEW HOLIDAY LEAVE PLAN WILL TAKE EFFECT.
2. NO LATER THAN JUNE 13, 2015 EACH EMPLOYEE IN THE FIREFIGHTER UNIT MUST MAKE THEIR ELECTION REGARDING THEIR HOLIDAY LEAVE BANK BALANCE. THE THREE OPTIONS ARE AS FOLLOWS:
  - A. CASH IN ALL UNUSED HOLIDAY LEAVE BANK BALANCE
  - B. CASH IN SOME AND CARRY OVER THE REMAINING UNUSED HOLIDAY LEAVE BANK BALANCE.
  - C. CARRY OVER ALL UNUSED HOLIDAY LEAVE BANK BALANCES.
3. EMPLOYEES IN THE FIREFIGHTER UNIT ELECTING TO CASH IN SOME OR ALL OF THEIR UNUSED HOLIDAY LEAVE BANK BALANCES WILL RECEIVE THEIR CAS PAYOUT ON PAYDAY JUNE 26, 2015.
4. EMPLOYEES IN THE FIREFIGHTER UNIT ELECTING TO CARRY OVER SOME OR ALL OF THEIR UNUSED HOLIDAY LEAVE BANK BALANCES ARE ENCOURAGED TO USE THEIR HOLIDAY LEAVE BANK HOURS BEFORE THEY USE ANY NEWLY ACCRUED HOLIDAY LEAVE BENEFITS.
5. ANY HOLIDAY LEAVE BANK BALANCES REMAINING AS OF NOVEMBER 28, 2015 SHALL EXPIRE WITH NO CASH VALUE.

### SCOPE OF AGREEMENT

THIS AGREEMENT CONSTITUTES THE COMPLETE UNDERSTANDING OF THE PARTIES AND MERGES AND SUPERSEDED ALL OTHER DISCUSSIONS, AGREEMENTS, AND UNDERSTANDINGS, EITHER ORAL OR WRITTEN BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER THEREOF. THIS LETTER OF AGREEMENT MAY BE USED BY EITHER PARTY ONLY TO ENFORCE ITS PROVISIONS AND WILL NOT BE USED IN ANY UNRELATED HEARING, GRIEVANCE, ARBITRATION OR NEGOTIATION.

### TERMINATION AND MODIFICATION

THIS AGREEMENT SHALL REMAIN IN EFFECT THROUGH DECEMBER 31, 2015.]

#### 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 – Union Education Trust

For contribution purposes only in the Adjutant General's Department, Firefighters hours in active pay status shall be capped at 2,080 hours per year.

#### RE-OPENER

IF FUTURE CHANGES TO APPENDIX 24 WITH THE NATIONAL GUARD BUREAU (NGB) SIGNIFICANTLY IMPACT ONE OR MORE ITEM(S) COVERED UNDER THIS APPENDIX, THE PARTIES MAY, UPON MUTUAL AGREEMENT, RE-OPEN APPENDIX Q.<sup>19</sup>

*<sup>19</sup> If changes to Appendix 24 with the (NGB) National Guard Bureau significantly impact the Adjutant General's Appendix Q agreement the parties may, with mutual agreement, re-open Appendix Q.*

## DEPARTMENT OF ADMINISTRATIVE SERVICES

### Security Officer Canvass

- A. Prior to posting a Security Officer OR RADIO OPERATOR<sup>1</sup> vacancy within the Department of Administrative Services – THE DAS<sup>2</sup> General Services Administration (GSA), the GSA<sup>3</sup> will maintain the current practice of<sup>4</sup> canvassing Security Officers OR RADIO OPERATORS<sup>5</sup> assigned to the facility in which a vacancy occurs,<sup>6</sup> for individual preference to move to the vacant shift AND FACILITY.<sup>7</sup> 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 DAS. the GSA to be a shift.<sup>8</sup>
- C. It shall be the exclusive DAS prerogative of GSA to determine the number and composition of shifts in each facility.

*<sup>1</sup> Requires that Radio Operators now be canvassed for a vacant position before opening up to a posting.*

*<sup>2</sup> Housekeeping.*

*<sup>3</sup> Housekeeping.*

*<sup>4</sup> Housekeeping.*

*<sup>5</sup> Requires that Radio Operators now be canvassed for a vacant position before opening up to a posting*

*<sup>6</sup> Housekeeping.*

*<sup>7</sup> Adds location along with shift to the vacancy to be canvassed.*

*<sup>8</sup> Housekeeping.*

*<sup>9</sup> Housekeeping.*

### 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. The Employer will develop forms for this purpose, which shall require signatures of the necessary parties.<sup>9</sup>

#### 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. 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. 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.

### Enhanced Skills Development

The Employer and the Union may mutually agree to create programs to enable the workforce 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.

## 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.

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 **AND ARE NOT ELIGIBLE FOR THE OVERTIME ROSTER.**<sup>1</sup> Upon the successful completion of a Meat Inspector Trainee's probationary period, the employee will be immediately reclassified to a Meat Inspector and will be placed in step 2 of the Meat Inspector Pay Range **AND SHALL BE ELIGIBLE FOR THE OVERTIME ROSTER.**<sup>2</sup> The Meat Inspector Pay Range is not affected by this Agreement.

#### A. MEAT INSPECTOR TRAINERS ARE NOT TO BE HELD RESPONSIBLE FOR INDEPENDENT WORK PERFORMED BY TRAINEES.<sup>3</sup>

2. Meat Inspectors will earn a five percent (5%) supplement for hours worked in a pay period, when assigned the following duties within a pay period:
  - a. Training: Meat Inspectors will be paid the five percent (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 this Agreement on a non-binding basis.
  - b. Correction Facility: Meat Inspectors will receive the five percent (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 five percent (5%) supplement except for the meat inspection trainee.
  - c. Meat Inspectors who receive specialized training in such activities as the United States Department of Agriculture, Agriculture Marketing Service's Certification and Acceptance Service shall receive the five percent (5%) supplement for each hour devoted to the activity.
  - d. Meat Inspectors are occasionally assigned by the supervisors 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 five percent (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 five percent (5%) as a supplement. An employee cannot earn more than one five percent (5%) supplement at a time.
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 **ONE (1) UNION REPRESENTATIVE FROM EACH DISTRICT AND COMPARABLE**<sup>4</sup> ~~two (2) representatives from the Union and two (2) representatives from Management with each group having~~

<sup>1</sup> Meat Inspector Trainee classification is not eligible for the overtime roster for weekends, holidays, etc.

<sup>2</sup> Meat Inspector classification is eligible for the overtime roster for weekends, holidays, etc.

<sup>3</sup> Meat Inspector Trainers will not be held accountable for data collection done by Meat Inspector Trainees at a different plant. Meat Inspectors will continue to input all data into the PHIS system.

<sup>4</sup> Each Meat Inspection District will have a representative on the labor management committee.

one (1) alternate. Each party will choose its own representatives. A quorum shall be a minimum of two (2) representatives from each party:

- 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 sixty (60) days of receipt of the issue, the committee shall review the issue with an arbitrator. The arbitrator shall hear the case within thirty (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 arbitrators choosing within three (3) working days of the hearing. The 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.

**G. ANY LANGUAGE NOT COVERED UNDER THIS AGENCY SPECIFIC AGREEMENT REFER TO ARTICLE 8.02.<sup>5</sup>**

<sup>5</sup> The purposes of labor management committees as outlined in Article 8.02 of the main contract apply here as well.

**Ohio Department of Agriculture Meat Inspector Travel Agreement**

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 **AND ENDING** time for each eight (8) hour work schedule for each day shall be:

**A. FOR THOSE RESIDING IN THEIR ASSIGNED HEADQUARTER COUNTY:**

**I. THE UNPAID TRAVEL TIME SHALL BE NO GREATER THAN one-half (1/2) HOUR TO FIRST REPORT-IN LOCATION AND NOT GREATER THAN ONE-HALF (1/2) HOUR RETURNING FROM REPORT-OUT LOCATION.** after the Meat Inspector reaches his/her headquarter county, or upon the meat inspector’s arrival at the report in location, whichever occurs first. The ending time for each eight (8) hour work schedule for each day shall be one-half (1/2) hour before the Meat Inspector reaches his/her headquarter county, or upon the inspector’s departure at the report out location, whichever comes last.

**EXAMPLE: FOR A 7:00 A.M. ARRIVAL TO REPORT-IN LOCATION. IF THE INSPECTOR LIVES FIFTEEN (15) MINUTES FROM THE REPORT-IN LOCATION, THE INSPECTOR IS ON PAID TIME AT THE 7:00 A.M. ARRIVAL.**

**EXAMPLE: FOR A 7:00 A.M. ARRIVAL TO REPORT-IN LOCATION. IF THE INSPECTOR LIVES FORTY-FIVE (45) MINUTES FROM REPORT-IN LOCATION, PAID TIME STARTS AT 6:45 A.M.**

**B. FOR THOSE RESIDING OUTSIDE OF THEIR ASSIGNED HEADQUARTER COUNTY:**

**I. THE UNPAID TRAVEL TIME SHALL BE ADJUSTED TO ACCOUNT FOR THE TIME TO TRAVEL FROM INSPECTOR’S RESIDENCE TO THE HEADQUARTER COUNTY LINE; THEN ONE-HALF (1/2) HOUR UNPAID TIME SHALL BEGIN.**

**EXAMPLE: FOR A 7:00 A.M. ARRIVAL. THE INSPECTOR LIVES FIFTEEN (15) MINUTES OUTSIDE ASSIGNED HEADQUARTER AND ONE (1) HOUR FROM REPORT-IN LOCATION; THEIR UNPAID TIME IS FORTY-FIVE (45) MINUTES. PAID TIME STARTS AT 6:45 A.M.**

**EXAMPLE: FOR A 7:00 A.M. ARRIVAL. THE INSPECTOR LIVES FIFTEEN (15) MINUTES OUTSIDE ASSIGNED HEADQUARTER AND TWENTY-FIVE (25) MINUTES FROM REPORT-IN LOCATION; THEIR UNPAID TIME IS TWENTY-FIVE (25) MINUTES. PAID TIME STARTS AT 7:00 A.M.**

**C. TRAVEL TIME, INCLUDING DETERMINING THE ADJUSTED TRAVEL TIME FOR INSPECTORS RESIDING OUTSIDE OF ASSIGNED HEADQUARTER COUNTY, WILL BE VERIFIED BY INTERNET TRAVEL MAP CALCULATIONS (E.G., MAPQUEST). SUCH TRAVEL TIME CALCULATIONS SHALL BE BASED ON NON-STOP TRAVEL. TIME SPENT ON STOPS BETWEEN INSPECTOR’S RESIDENCE AND REPORT-IN LOCATION SHALL NOT BE DEDUCTED FROM UNPAID TRAVEL TIME.<sup>6</sup>**

<sup>6</sup> Clarifies travel time calculation.

3. Meat Inspectors employed as of 12/31/2008 **SHALL<sup>7</sup>** 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.
5. 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.
6. 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> Clarifies reassignment to residence county.

**MEAT INSPECTOR TEMPORARY ALTERNATE WORK LOCATIONS<sup>8</sup>**

1. **DUE TO OPERATIONAL NEEDS DURING SEVERE WEATHER WHERE PUBLIC OFFICIALS HAVE DECLARED A CATEGORY SNOW EMERGENCY (E.G., LEVEL 1, LEVEL 2, LEVEL 3) AND/**

<sup>8</sup> Provides for alternate work locations during weather emergencies.



OR HAVE CLOSED ROADWAYS, INSPECTORS RESIDING IN, OR ASSIGNED TO, AFFECTED COUNTIES MAY BE ASSIGNED TO A TEMPORARY ALTERNATE WORK LOCATION.

2. TEMPORARY ALTERNATE WORK LOCATIONS MAY ALSO BE ESTABLISHED IN THE EVENT OF UNFORESEEN OPERATIONAL CHANGES (E.G., REPORT-IN LOCATION CLOSURES, EMERGENCIES OTHER THAN WEATHER EMERGENCIES).
3. THE TEMPORARY ALTERNATE WORK LOCATION SHALL PROVIDE THE INSPECTOR WITH NECESSARY AMENITIES (E.G., RESTROOM, ELECTRICITY) TO COMPLETE ASSIGNED TASKS.
4. TEMPORARY ALTERNATE WORK LOCATIONS MAY INCLUDE COUNTY ODOT, ODNR, OR ODPS LOCATIONS.
5. ODA SHALL PRE-ARRANGE SUCH TEMPORARY ALTERNATE WORK LOCATIONS ON BEHALF OF THE INSPECTORS TO BE ASSIGNED TO THEM.
6. INSPECTORS SHALL NOT REPORT TO A TEMPORARY ALTERNATE WORK LOCATION, AS DESCRIBED ABOVE, WITHOUT RECEIVING INSTRUCTION FROM THEIR SUPERVISOR TO DO SO.

#### DIVISION OF FOOD SAFETY

1. THE FOOD SAFETY SPECIALIST 1 (21292) CLASSIFICATION SHALL BE AN ENTRY-LEVEL POSITION TO PROVIDE PROBATIONARY EMPLOYEE TRAINING AND COMPLETION OF CERTIFICATION REQUIREMENTS AS DESCRIBED ON THE CLASSIFICATION SPECIFICATION THROUGH THE STATE BOARD OF SANITARIAN REGISTRATION.
2. EMPLOYEES WHO HAVE SUCCESSFULLY COMPLETED FOOD SAFETY STANDARDIZATION REQUIREMENTS, TO INCLUDE OBTAINING REGISTERED SANITARIAN (RS) CERTIFICATION AND THREE (3) YEARS OF SERVICE AS FOOD SAFETY SPECIALIST 1 (21292), OR EQUIVALENT EXPERIENCE, BECOME ELIGIBLE TO PROGRESS TO THE FOOD SAFETY SPECIALIST 2 (21293) CLASSIFICATION.<sup>9</sup>
3. IF THE EMPLOYEE IS DEEMED AS ELIGIBLE FOR PROGRESSION IN ACCORDANCE WITH THIS AGREEMENT, HE/SHE WILL NOT BE SUBJECT TO A PROBATIONARY PERIOD.
4. ELIGIBILITY FOR PROGRESSION AS DESCRIBED IN THIS AGREEMENT IS CONTINGENT ON THE FOOD SAFETY SPECIALIST 1 EMPLOYEE HAVING NO ACTIVE DISCIPLINE FOR PERFORMANCE AT A "SUSPENSION" LEVEL OR HIGHER.

<sup>9</sup> Automatic progression once requirements or equivalencies are met.

#### AMUSEMENT RIDE SAFETY<sup>10</sup>

1. UPON INITIAL APPOINTMENT TO THE AMUSEMENT RIDE & GAME INSPECTOR (21582) POSITION, PROBATIONARY EMPLOYEES WILL BE EXPOSED TO VARIOUS AMUSEMENT RIDE AND GAMING SITUATIONS (E.G., NOVELTY PERMITTING, LICENSE VERIFICATION, RIDE INSPECTIONS, RIDE HAZARDS, RIDE AND GAMING ENFORCEMENT ACTIONS, ACCIDENT INVESTIGATIONS AND RESPONSE) AS A TRAINEE WITH GUIDANCE FROM AN EXPERIENCED INSPECTOR AND/OR SUPERVISOR.
2. WITHIN THE FIRST YEAR OF HIRE, THE PROBATIONARY EMPLOYEE SHALL RECEIVE TRAINING AND OBTAIN CPR CERTIFICATION.
3. PROBATIONARY EMPLOYEES WILL HAVE EXPERIENCED A FULL ANNUAL CYCLE OF OPENING AND CLOSING MAJOR AMUSEMENT PARKS (E.G., KINGS ISLAND, CEDAR POINT) AND STATE/COUNTY FAIRS.

<sup>10</sup> Clarifies probationary employee expectations.

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

<sup>1</sup> No change.

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.

#### 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 (1) 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, SFM FIRE & EXPLOSION INVESTIGATION BUREAU INVESTIGATORS<sup>1</sup>

<sup>1</sup> Housekeeping.

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.

The selected applicant will not be approved for the position if as an adult, pled guilty to or convicted of a felony in Ohio, federally or in another state or territory or pled guilty to or convicted of a misdemeanor offense involving arson.

The selected applicant may not be approved for the position if as an adult, plead guilty to or convicted of **FELONY AND/OR**<sup>2</sup> 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>2</sup> Housekeeping.

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.<sup>3</sup>

<sup>3</sup> Housekeeping.

Positions requiring a background check will include notice on the job vacancy announcement.

#### **IV. SFM FIRE SAFETY INSPECTORS, AND SFM FIRE SAFETY EDUCATORS**

**APPLICANTS SELECTED FOR PROMOTION, DEMOTION OR LATERAL TRANSFER INTO POSITIONS AS FIRE SAFETY INSPECTORS OR FIRE SAFETY EDUCATORS MUST COMPLETE AND SUCCESSFULLY PASS AN ELECTRONIC BACKGROUND CHECK. THE SELECTED APPLICANT MAY NOT BE APPROVED FOR THE POSITION IF AS AN ADULT, PLED GUILTY TO OR CONVICTED OF FELONY AND/OR MISDEMEANOR OFFENCES INVOLVING VIOLENCE, DRUGS, DISHONESTY (INCLUDING THEFTS AND FRAUDS), MORAL TURPITUDE, OR FALSE STATEMENTS IN OHIO, FEDERALLY OR IN ANOTHER STATE OR TERRITORY.**

**AN APPLICANT FAILING THE ELECTRONIC BACKGROUND CHECK WILL NOT BE SELECTED FOR THESE POSITIONS AND WILL BE PROHIBITED FROM RE-APPLYING FOR THESE POSITIONS POSITIONS REQUIRING A BACKGROUND CHECK WILL INCLUDE NOTICE ON THE JOB VACANCY ANNOUNCEMENT.**<sup>4</sup>

<sup>4</sup> Housekeeping.

#### **V. ALL DIVISION OF FINANCIAL INSTITUTIONS FIELD STAFF, ATTORNEYS, AND EMPLOYEES IN THE OFFICE OF CONSUMER AFFAIRS**

**APPLICANTS SELECTED FOR PROMOTION, DEMOTION OR LATERAL TRANSFER INTO THESE POSITIONS MUST COMPLETE AND SUCCESSFULLY PASS AN ELECTRONIC CRIMINAL BACKGROUND CHECK.**

**POSITIONS REQUIRING A BACKGROUND CHECK WILL INCLUDE NOTICE ON THE JOB VACANCY ANNOUNCEMENT.**<sup>5</sup>

<sup>5</sup> Housekeeping.

#### **VI. ALL FIELD STAFF ASSIGNED A STATE VEHICLE**

**AT THE TIME A STATE MOTOR VEHICLE IS ASSIGNED TO AN EMPLOYEE, AND ON AN ANNUAL BASIS THEREAFTER, THE EMPLOYER MAY CONDUCT A CHECK TO VERIFY THE VALIDITY OF THE EMPLOYEE'S OPERATOR'S LICENSE FOR WORK RELATED PURPOSES.**<sup>6</sup>

<sup>6</sup> Housekeeping.

#### **VII. INCENTIVES**

**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. THE PARTIES AGREE THAT MERIT BASED INCENTIVES MAY BE ECONOMIC AND/OR NON-ECONOMIC.**<sup>7</sup>

<sup>7</sup> Allows the union and the employer to negotiate over merit based incentive programs.

## **OHIO DEPARTMENT OF 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 of 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 ODODD 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 skill sets 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> Housekeeping.

### **STATEWIDE LABOR MANAGEMENT SUBCOMMITTEE**

**THE ROLE OF THE SUBCOMMITTEE IS TO DISCUSS AN ONGOING TRAINING COMMITMENT IN ACCORDANCE WITH REGULATORY STANDARDS TO PROVIDE STAFF WITH SKILLS TO ADDRESS HIGHLY AGGRESSIVE BEHAVIORS. THE MAKEUP OF THE COMMITTEE SHALL CONSIST OF NO MORE THAN THREE (3) MEMBERS OF LABOR AND THREE (3) MEMBERS OF MANAGEMENT. THE PARTIES AGREE TO MEET UPON MUTUAL AGREEMENT AS NEEDED WITH SUBMISSION OF**

SPECIFIC AGENDA ITEMS TO BE ADDRESSED. MINUTES SHALL BE TAKEN AND DISTRIBUTED TO MEMBERS OF THE STATEWIDE LABOR MANAGEMENT COMMITTEE.<sup>2</sup>EXTRA HOURS AND OVERTIME (CURRENT MOU)

1. THE ORDER OF CANVASSING FOR EXTRA HOURS AND VOLUNTARY/MANDATORY OVERTIME SHALL BE:
  - A. FIRST, VOLUNTARY EXTRA HOURS ARE OFFERED TO STAFF WHO ARE NOT SCHEDULED UP TO 40 HOURS IN A WEEK AND/OR WHO HAVE NOT ACCEPTED (PICKED UP) EXTRA HOURS UP TO 40 HOURS IN A WEEK:
    - I. PRE-POSTED EXTRA HOURS BECOME PART OF AN EMPLOYEE'S SCHEDULE
  - B. SECOND, VOLUNTARY OVERTIME IS OFFERED TO STAFF;
  - C. NEXT, STAFF ARE MANDATED IN REVERSE SENIORITY ORDER WHETHER WITH OR WITHOUT 40 HOURS IN THE WEEK. IF THE TIME WORKED IS OVER 40 HOURS, IT SHALL BE PAID AT TIME AND ONE HALF. IF THE TIME WORKED IS UNDER 40 HOURS, IT SHALL BE PAID AT STRAIGHT TIME.
2. MANDATION – (CURRENT MOU) – MANDATION SHALL RUN THROUGH THE BOTTOM HALF OF THE ROSTER BUT MAY GO INTO THE TOP HALF OF ROSTER IF ENOUGH STAFF IS NOT AVAILABLE.<sup>3</sup>

<sup>2</sup> Creates a Statewide labor management sub-committee to discuss ongoing training of staff to deal with highly aggressive individuals.

<sup>3</sup> Current MOU language placed into the contract.

## DEPARTMENT OF EDUCATION - OHIO SCHOOL FOR THE DEAF AND 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 in accordance with Section 13.02 of the Collective Bargaining Agreement and in accordance with 13.01 as it pertains to the standard forty (40) hour work week. 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.
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.
6. Shift/hour reassignments requires the approval of the Superintendent or his/her designee prior to the employee movement.<sup>1</sup>

<sup>1</sup> Housekeeping.

### Youth Leader Work Schedule - Ohio State School for the Blind AND THE OHIO SCHOOL FOR THE DEAF<sup>2</sup>

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

1. A work schedule **SHALL BE DETERMINED BY AUGUST 1 OF EACH YEAR IDENTIFYING WHETHER SCHEDULED OVERTIME IS REQUIRED DUE TO OPERATIONAL NEED.** 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 EACH SCHOOL 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 AND THE OHIO SCHOOL FOR THE DEAF shall be in accordance with Section 13.02 of the Collective Bargaining Agreement and in accordance with 13.01 as it pertains to the standard forty (40) hour work week. If work hours are changed due to operational needs or funding, it will not be done without proper notification to the Union.<sup>3</sup>
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. **MANAGEMENT WILL MAKE EVERY EFFORT TO MOVE THE EMPLOYEE BACK TO THE ORIGINAL SHIFT IF THE MOVE IS TEMPORARY IN NATURE.**<sup>4</sup>
5. Shift/hour reassignments requires the approval of the Superintendent and/or his/her designee **AND HUMAN RESOURCES**<sup>5</sup> prior to employee movement.
6. **WHEN A VACANCY OCCURS, THE HOURS AND THE SHIFT OF THE POSITION SHALL BE POSTED.**<sup>6</sup>

<sup>2</sup> Housekeeping and is reflected throughout the agreement.

<sup>3</sup> Overtime is no longer built into the regular schedules of Youth Leaders, but will be evaluated at the beginning of each school year based on need and budget.

<sup>4</sup> Reflects the employer's commitment to minimize unexpected shift changes in order to minimize disruption of employee's personal lives.

<sup>5</sup> Housekeeping.

<sup>6</sup> Reflects the employer's commitment to minimize unexpected shift changes in order to minimize disruption of employee's personal lives.

### 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.

#### PRORATED SALARY CONTINUATION PROGRAM

#### THE PRORATED SALARY CONTINUATION PROGRAM (I.E. SPREAD PAY) SHALL CEASE EFFECTIVE AUGUST 8, 2015.<sup>7</sup>

##### 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 twenty-six (26) pay periods shall include no more than eighty (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 twenty-six (26) pay periods.

An election to participate or not in the Prorated Salary Continuation Program shall be made before August 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.<sup>8</sup>

1D. An employee who does not elect to participate in the Prorated Salary Continuation Program **WORKS IN ACCORDANCE WITH THE SCHOOL YEAR CALENDAR** 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)~~ **SIX HUNDRED DOLLARS (\$600)** 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 **IN ACTIVE PAY STATUS.**<sup>9</sup>

##### 2. Summer Work ProgramMING

A. The Summer Work ProgramMING (SWP) is available as a third option to all employees except Youth Leaders **WHO WORK ACCORDING TO THE SCHOOL YEAR CALENDAR. IN THE EVENT MINIMUM STAFFING LEVELS ARE NOT ACHIEVED THROUGH EMPLOYEES OPTING INTO THE SUMMER PROGRAMMING, STAFF WILL BE SCHEDULED BY SENORITY. THE SCHEDULING SHALL BE IN ORDER OF LEAST SENIOR.**<sup>10</sup>

B. In order to elect this option, an employee must indicate this desire to the Employer not less than thirty (30) days prior to the last day of the school year.<sup>11</sup>

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.<sup>12</sup>

BD. ~~OSSB will provide employees with forty (40) hours employment in the month of July.~~ **THE SCHOOLS ARE COMMITTED TO SERVING THE NEEDS OF CHILDREN THROUGHOUT OHIO DURING THE SUMMER MONTHS. AS SUCH A MINIMUM OF FOUR WEEKS DURING THE SUMMER MONTHS WILL BE OFFERED AS SUMMER PROGRAMMING.** The minimum **SPECIFIC NUMBER** of hours **WEEKS AND HOURS PER WEEK** worked by employees participating in SWP **SUMMER PROGRAMMING** will be based on operational **EDUCATIONAL** needs and/or funding available. **IN RECOGNITION THAT A SCHOOL CALENDAR IS UNIQUE TO STATE GOVERNMENT, MANAGEMENT IS COMMITTED TO SCHEDULING SUMMER PROGRAMMING TO PROVIDE THE ABILITY FOR EMPLOYEES TO MAINTAIN BENEFITS CONSISTENT WITH EMPLOYEES WHO WORK FULL TIME.** The hours worked by the employees participating in SWP **SUMMER PROGRAMMING INCLUDING THE DURATION** will be a topic for discussion at ~~OSSB Labor/Management meeting~~ **S OVER THE LIFE OF THE CONTRACT. SPECIFIC DETAILS ON THE UPCOMING SUMMER'S PROGRAMMING WILL BE A TOPIC FOR DISCUSSION AT THE LABOR/MANAGEMENT MEETING IN APRIL.** 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 **SUMMER PROGRAMMING.**<sup>13</sup>

E. ~~OSD agree to provide a minimum of ten (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.~~<sup>14</sup>

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 I.~~ The performance of work by SWP **summer programming** participants, which is normally performed by other classifications, shall not constitute a violation of **ARTICLE 19 OR** 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

<sup>7</sup> Past practice of spreading pay for school year employees over 12 months will cease.

<sup>8</sup> Housekeeping.

<sup>9</sup> Allows for the continued practice of reporting out comp time and/or accrued leave during the summer months.

<sup>10</sup> Past practice of providing miscellaneous work during the summer months is eliminated and ties summer employment to programs that may be held serving the needs of Ohio students. Outlines parameters for scheduling Summer Programming hours.

<sup>11</sup> Housekeeping.

<sup>12</sup> Housekeeping.

<sup>13</sup> Past practice of providing miscellaneous work during the summer months is eliminated and ties summer employment to programs that may be held serving the needs of Ohio students. Commits the employer to try to schedule Summer Programming to allow school calendar employees to maintain benefits consistent with employees who work a full calendar year. Summer Programming will be an ongoing topic for discussion in labor management committee and specifics for each upcoming year will be discussed in April.

<sup>14</sup> Housekeeping.

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.<sup>15</sup>

**CF. 26.01 - Observance**

The Ohio School for the Deaf and Ohio State School for the Blind shall observe Veterans Day on either a Friday or Monday when the actual day of the holiday falls on a Tuesday, Wednesday, or Thursday. Veterans Day shall be observed as set forth in the school calendar.

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.

**~~Probationary Periods - OSD and OSSB~~**

~~All employees newly hired, promoted, or laterally transferred into a different classification, scheduled one hundred twenty (120) work day 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.<sup>16</sup>~~

**ENVIRONMENTAL PROTECTION AGENCY<sup>1</sup>**

**Training/Professional Development**

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 Support**

The Ohio EPA and Union agree to adopt and incorporate the existing practice of "off-hours support" coverage as described in DERR-00-ER-005 and "ITS Off-hours Support Plan."

**Employee Support**

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**

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 Conflict Management**

The Ohio EPA and the Union recognize the benefits of participating in Dispute Resolution and Conflict Management. The Ohio EPA and the Union agree to strongly encourage employees to utilize available resources to resolve employee conflicts.

**Performance Evaluations**

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**

**~~Travel/Report in Location~~ PAYMENT**

~~Field employees who do not have their 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 thirty (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 thirty (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.<sup>1</sup>~~

~~**EMPLOYEES WHO TRAVEL MUST SUBMIT THEIR REQUESTS FOR REIMBURSEMENT WITHIN THIRTY (30) DAYS OF THE LAST DATE OF TRAVEL. THIS TIMEFRAME MAY BE EXTENDED IF MITIGATING CIRCUMSTANCES EXIST, BUT IN NO CASE MAY EXCEED SEVENTY-FIVE (75) DAYS.<sup>2</sup>**~~

**~~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.<sup>3</sup>~~

<sup>15</sup> *Employees working during Summer Programming shall be paid according to their current classification rate of pay regardless of duties performed and are not eligible to file WOC grievances.*

<sup>16</sup> *Article 6 in main contract defines probationary periods.*

<sup>1</sup> *No change.*

<sup>1</sup> *Article 13 in main contract applies to report-in location and travel time. The Statewide labor management committee will discuss other options that may be advantageous to a larger group of employees who travel.*

<sup>2</sup> *Defines timeframe for submission of travel reimbursement requests.*

<sup>3</sup> *Article 13 in main contract applies to overtime.*

## DEPARTMENT OF JOB 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 Four, 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 Four.

### Established Term Appointments

**NO NEW ETAS WILL BE HIRED ON OR AFTER JANUARY 1, 2015. THE FOLLOWING LANGUAGE WILL APPLY TO ANY ETAS HIRED PRIOR TO JANUARY 1, 2015.<sup>1</sup>**

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 1,000 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., OCSEA UET
2. Staffing around the holidays.
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 1,500 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.

<sup>1</sup> The agency no longer uses the ETA appointment type. The language remains in the contract for the remaining employees in the ETA appointment type.

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 Three 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 Three response, the Step Three designee who heard the grievance at Step Three 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 Three designee on how best to resolve the issue. Unresolved issue grievances may be advanced to Step Four - 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 Three designee shall issue a Step Three response within thirty-five (35) days of the committee's decision not to move the case to Step Four - Mediation. For those cases that go to mediation, a Step Three decision shall be issued within thirty-five (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 Five - 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 1/2) full-time OCSEA bargaining unit employees providing that no office, bureau, or section in ODJFS exceeds a 1:4.5 ratio. The joint ETA Labor/Management Committee may mutually agree to modify the ratio.

H. Layoffs:

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.

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 (2) 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.<sup>2</sup>

<sup>2</sup> Housekeeping.

## Franklin County ODJFS Security Officers Post Selection

Once every ~~eighteen (18)~~ **TWELVE (12)**<sup>3</sup> months the Agency will conduct a post selection for Security Officer 1s and 2s 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> Requires post canvass every twelve 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.

### ~~Unavailability During Canvass~~<sup>4</sup>

<sup>4</sup> Housekeeping.

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~~ **UNEMPLOYMENT INSURANCE OPERATIONS**<sup>5</sup>

<sup>5</sup> Housekeeping.

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~~ **UNEMPLOYMENT INSURANCE OPERATIONS** using the Agency's statewide email system.
  - C. All bargaining unit employees in the office of ~~local operations~~ **UNEMPLOYMENT INSURANCE 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~~ **UNEMPLOYMENT INSURANCE 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.
3. Unfilled Positions:
  - A. After the three (3) 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.

### ~~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> Housekeeping.

### 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.~~<sup>7</sup>

<sup>7</sup> Housekeeping.

#### 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.

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.

Both parties agree to broaden individual representation on committees and at meetings to increase the opportunity of participation for other subject matter experts.

#### Geographic Jurisdictions

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

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

- 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.
- B. 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.~~<sup>1</sup>
  2. **LOTTERY SALES REPRESENTATIVES SHALL RECEIVE COMPENSATORY TIME OR OVERTIME AT THE EMPLOYEE'S DISCRETION, FOR TRAVEL TIME TO AND/OR FROM ANY EVENT WHICH CAUSED THE EMPLOYEE TO BE IN ACTIVE PAY STATUS MORE THAN FORTY (40) HOURS IN THE CALENDAR WEEK IN WHICH EVENT OCCURRED AND WHICH FELL OUTSIDE OF THE LOTTERY SALES REPRESENTATIVES ASSIGNED SALES REGION.**<sup>2</sup>
  3. **TRAVEL TIME SHALL BE DETERMINED BASED ON THE TRAVEL TIME FROM EACH REGIONAL OFFICE OUTSIDE THE REGION WHERE THE EVENT IS OCCURRING TO THE LOCATION WHERE THE EVENT IS BEING HELD MINUS 30 MINUTES.**<sup>3</sup>
  42. 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.~~<sup>4</sup>

<sup>1</sup> Housekeeping.

<sup>2</sup> Sales Reps can choose between compensatory time or overtime for travel time to and/or from any event that caused the employee to be in an active pay status of more than 40 hours in the week in which the event occurred and if it was outside the Sales Reps assigned region.

<sup>3</sup> Travel time will be from each regional office outside the region where the event is occurring to the location where the event is held minus 30 minutes.

<sup>4</sup> Housekeeping.

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.<sup>5</sup>

<sup>5</sup> Housekeeping.

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.<sup>6</sup>

<sup>6</sup> Housekeeping.

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.

**1. WHEN A VACANCY IS POSTED FOR AN INVESTIGATOR AT A RACINO THE EMPLOYER MAY ACCEPT A REQUEST FOR A LATERAL TRANSFER FROM AN INVESTIGATOR AT ANY OTHER RACINO STATEWIDE BEFORE A PROMOTION.<sup>7</sup>**

<sup>7</sup> The Employer may accept a lateral transfer from Investigators at any Racino before granting a promotional opportunity.

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 of the Lottery regarding the appropriateness of the changes in the classification specification and position description.<sup>8</sup>

<sup>8</sup> Housekeeping.

**E. IN THE EVENT OF A PUBLIC SAFETY EMERGENCY OR INCLEMENT WEATHER, EMPLOYEES HOLDING THE CLASSIFICATION OF LOTTERY SALES REPRESENTATIVE 1 OR 2 OR LOTTERY DELIVERY WORKER, WITH THE APPROVAL OF THEIR SUPERVISOR, MAY MAKE UP ALL OR PART OF THEIR LOST WORK OR BUSINESS TRAVEL TIME BY WORKING SUCH TIME IN ADDITION TO THEIR REGULAR SCHEDULE WITHIN THE SAME PAY WEEK AS THE TIME WAS MISSED.<sup>9</sup>**

<sup>9</sup> In the event of a public emergency or inclement weather, Sales Reps 1 & 2 and Delivery Workers may request to flex their schedule to make up hours in the same pay week.

## **DEPARTMENT OF MENTAL HEALTH AND ADDICTION SERVICES**

### **Section I: Community Support Network (CSN)**

#### **A. Transportation Reimbursement**

The Department of Mental Health AND ADDICTION SERVICES<sup>1</sup> agrees to reimburse employees in Community Support Network (CSN), 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:

<sup>1</sup> Housekeeping throughout the agreement.

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 cannot 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 driver's 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 whichever is less. This reimbursement will be paid on a yearly basis in the pay period that includes July 1 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. CSN Problem Solving Group**

Issues specific to CSN, which cannot be resolved by local Labor/Management committees, may be brought to the statewide CSN Problem Solving Group for discussion within sixty (60) days.<sup>2</sup>

<sup>2</sup> Housekeeping.

#### **BC. 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 regulatory Agencies.<sup>3</sup>

<sup>3</sup> Housekeeping.

#### **D. Performance Appraisal**

1. An additional performance appraisal instrument will be used to supplement the Department of Administrative Services form. Its purpose is twofold; 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.<sup>4</sup>

<sup>4</sup> Housekeeping.

#### **CE. Evaluation Period**

All employees that go into direct care positions in non-residential CSN program(s) will serve an evaluation period of one hundred eighty (180) calendar days irrespective of classification and CSN program.<sup>5</sup>

<sup>5</sup> Housekeeping.

#### **DF. Re-Entry from CSN**

Within the one hundred eighty (180) calendar day evaluation period, ~~the employee or the Employer may re-enter or be returned~~ **AN EMPLOYEE**<sup>6</sup> to the hospital from CSN program(s). After the evaluation period, employees will not have the right to re-enter the hospital. ~~Further, existing employees who are currently in CSN programs and were once covered by re-entry agreements will no longer have the right to re-enter the hospital.~~

<sup>6</sup> Housekeeping.

~~Employees in CSN 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.~~<sup>7</sup>

<sup>7</sup> Housekeeping.

If the Department initiates returning **PLACEMENT OF**<sup>8</sup> an employee from CSN to the hospital outside of the evaluation period, it must show just cause that the employee can not perform the duties of that position.

<sup>8</sup> Housekeeping.

~~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 CSN 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 CSN to the hospital is not a disciplinary action.~~<sup>9</sup>

<sup>9</sup> Housekeeping.

#### **Mutual Understanding**

The Department of Mental Health **AND ADDICTION SERVICES** 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 **THE** newly created Community Support Network (CSN) Programs provided that the new programs do not supplant locally provided community services and subject to locally planned and managed systems of care.

#### **EG. Bumping**

Employees in the Department of Mental Health **AND ADDICTION SERVICES** 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 Activity Community Training (ACT) teams (non-residential) in Community Support Network (CSN) Programs. The affected hospital and/or CSN will canvass employees pursuant to Section 18.04 following a layoff or abolishment.

#### **FH. CSN 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 (CSN) 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.~~<sup>10</sup>

<sup>10</sup> Housekeeping.

#### **GJ. CSN Report-In/Work Location Closure and/or Local Weather Emergency**

Due to numerous unforeseen as well as foreseen reasons, an individual CSN program site may be closed.<sup>11</sup> If a work location closure or local weather emergency occurs, the following are options that both Management and the CSN 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.

<sup>11</sup> Housekeeping.

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 CSN 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 CSN 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, Ohio MHAS 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 CSN 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 CSN supervisor shall notify the employee as soon as possible identifying that option as no longer available.

Each CSN supervisor shall meet and discuss these options as soon as possible so that employee will understand the options available to them. Each CSN program options(s) will be reduced to writing. Any problems will be taken to the Agency CSN problem-solving group.<sup>12</sup>

<sup>12</sup> Housekeeping.

## Section II

### A. Established-Term Appointments (ETA)

The Ohio Department of Mental Health AND ADDICTION SERVICES 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 ETA 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 appointment type shall be used to supplement the work force and not erode permanent positions in 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., OCSEA UET 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 Joint Commission, CMS, other surveys, or short-term acuity/clinical needs. ETAs 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) ETAs per day as additional staff in the Therapeutic Program Worker (TPW) and Psychiatric Attendant (PAT) classifications. The Employer agrees that the total number of ETAs working in the TPW/PAT classification on any given day will not exceed the number of permanent employees on approved leave by more than fifteen (15).
- h) ETAs working a forty (40) hour schedule shall be mandated prior to permanent staff. The decision of which ETA is mandated shall not be grievable.

\*Data pertaining to the use of ETAs 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 THE CORRECTION OFFICER (CO), LICENSED PRACTICAL NURSE (LPN), PSYCHIATRIC ATTENDENT (PAT), AND THERAPEUTIC PROGRAM WORKER (TPW) CLASSIFICATIONS ARE 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 ETA positions in classifications other than TPWs and PATs. 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.~~<sup>13</sup>

#### 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 (1/2) 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.

<sup>13</sup> Use of the ETA appointment type is limited to CO's, LPN's, PAT's and TPW's.

- 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 ETA 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 OCSEA UET funds pursuant to Article 37, unless or until they have worked 960 hours in the appointment period.

**5. Posting:**

ETA positions will be posted as other vacant positions.<sup>14</sup>

<sup>14</sup> Housekeeping.

**B. Work Area Openings**

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

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

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 (1) 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.<sup>15</sup>~~

<sup>15</sup> Provisions of Article 13 in main contract already apply.

**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 (1) 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.<sup>16</sup>~~

<sup>16</sup> Housekeeping.

**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 COMMITTEE Subcommittee (HBB)<sup>17</sup> for resolution. The Statewide Labor Management Subcommittee (HBB) 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 COMMITTEE (HBB) a sixty (60) day written notice of "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.

<sup>17</sup> Housekeeping.

**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 COMMITTEE Subcommittee (HBB, including a representative from IBHS Leadership)<sup>18</sup> for resolution. For any reason, if the parties cannot mutually agree, the moving party will give the chair of the Statewide Labor Management COMMITTEE Subcommittee (HBB) a sixty (60) day written notice of 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.

<sup>18</sup> Housekeeping.

**F. Mandatory Overtime:**

Where circumstances permit, no employee shall be mandated more than one (1) time in a seven (7) 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. ETAs 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 Subcommittee (HBB) for resolution.~~

**EACH FACILITY WILL IMPLEMENT A VACATION CANVASS IN ACCORDANCE WITH THE COLLECTIVE BARGAINING AGREEMENT AND TAKE INTO CONSIDERATION THE PARTIES' EFFORTS TO IMPROVE RECRUITMENT AND RETENTION. THE VACATION CANVASS PROCESS WILL INCLUDE THE FOLLOWING:**

1. AT THE LOCAL LEVEL, UPON AGREEMENT OF THE PARTIES, THE UNION MAY ELECT TO CONDUCT THE VACATION CANVASS.
2. EMPLOYEES SHALL BE NOTIFIED OF THE DATE AND TIME WHEN THEY ARE TO MAKE THEIR SELECTION.
3. ALL EMPLOYEES WILL HAVE AN OPPORTUNITY TO VIEW WILL OR BE INFORMED AS TO WHAT DATES ARE OPEN ON THE CALENDAR.
4. THE NUMBERS OF EMPLOYEES ALLOWED OFF AT ANY ONE TIME SHOULD TAKE INTO CONSIDERATION THE PARTIES' EFFORTS TO IMPROVE RECRUITMENT AND RETENTION.
5. THE PARTIES MAY AGREE THAT THERE ARE PRIME MONTHS FOR THE VACATION CANVASS.
6. DISPUTES OVER THE VACATION CANVASS ARE AN APPROPRIATE TOPIC FOR THE STATEWIDE LABOR-MANAGEMENT COMMITTEE.<sup>19</sup>

<sup>19</sup> Outlines how vacation canvass is to be conducted.

~~**I. Unit 4 - Overtime**~~

~~The parties agree to negotiate overtime provisions if changes to Appendix P necessitate such discussion.<sup>20</sup>~~

<sup>20</sup> Housekeeping.

**I. TPW Educational Supplement**

The parties mutually agree to the creation of an educational supplement for eligible Ohio OHAS employees classified as Therapeutic Program Workers (TPW). The amount of the supplement will be at the sole discretion of the Ohio OHAS up to a maximum of four percent (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 identified by the Statewide Ohio OHAS /OCSEA Workforce Development Steering Committee - TPW Curriculum Program. The supplement will be awarded to new, eligible employees no more than semi-annually in the pay periods that include January 1<sup>st</sup> and July 1<sup>st</sup>. The Ohio OHAS 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:**~~

~~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>21</sup>~~

<sup>21</sup> Article 6 in main contract defines probationary periods.

**J. INSTITUTIONAL SENIORITY**

**AS OF JULY 1, 2015, ALL NEW HIRE EMPLOYEES WILL USE STATE SENIORITY FOR BIDDING UNDER APPENDIX N WORK AREA AGREEMENTS.<sup>22</sup>**

<sup>22</sup> Starting July 1, 2015 newly hired employees will use state seniority for the purposes of Appendix N Work Area Agreements; employees hired before July 1, 2015 will continue to use institutional seniority for the purposes of Appendix N Work Area Agreements.

~~**K. Absence Management Initiative Committee**~~

~~The parties agree to form a joint committee to explore an Absence Management Initiative, which will include the discussion of granting additional weekends off.~~

**DEPARTMENT OF NATURAL RESOURCES**

**A. Established Term Regular Hours Employees**

These employees have a limited duration of work (usually more than fourteen (14) weeks) within the fiscal year 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.

**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 1,000 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 1,000 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 1,000 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 720/1,000 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 for the duration of this Agreement:

**TABLE A**

Pay Range	Step 1	Step 2	Step 3	Step 4	Step 5
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.
5. Management shall assign NRW's 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 park district.
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 park district shall be limited to only those parks located within the appropriate geographic jurisdiction - see Appendix J). 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

forementioned manner, the employee shall follow the same process in the geographic jurisdiction pursuant to Article 18.05.

7. When recalling a NRW from seasonal interruption, the respective Division shall recall the NRW to the assigned work area 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 NRW's and utilize NRW's 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 720/1,000 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 PEN, 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 NRW's over NRA/NRS where these employees are qualified and are available for the duty assignment at that work facility.

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

Within the MRM, the following modifications to Articles 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 shall have statewide promotion, layoff and displacement rights. MRM has the authority to identify reasonable geographic residency requirements for MRI, MROC and MSI positions and may deny actions or benefits pursuant to Articles 17 and 18 if an applicant or employee does not agree to the residency requirement identified. Residency requirement is an appropriate subject for Labor/Management.



## **ODNR - Parks and Recreation-Regionalization DISTRICTS<sup>1</sup> Agreement**

<sup>1</sup> Housekeeping.

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 park district 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 park district (see Appendix I). Employees electing to exercise their displacement rights within the park district shall be limited to only those parks located within the appropriate geographic jurisdiction (see Appendix J). Displacement shall occur in the following manner:"

The remainder of Article 18.04 remains unchanged.

## **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 PEs. 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 1,000 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 layoff and PEs will have no bumping rights. PEs will be eligible to apply for unemployment compensation at the end of their tenure. PEs are not subject to bumping by current bargaining unit staff in the event of a reorganization/layoff 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. PEs 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 PEs will not earn seniority credits during their tenure, however, if the PE is selected to fill a permanent ODNR position within sixty (60) days of separating from his/her PE position, he/she shall receive seniority credits for the time served as a PE.
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>2</sup>

<sup>2</sup> Article 7 in main contract applies to project employees.

## **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.

**BOTH PARTIES AGREE TO COMBINE THE LABOR/MANAGEMENT COMMITTEE WITH THE HEALTH AND SAFETY COMMITTEE FOR BOTH STATEWIDE AND FOUNTAIN SQUARE MEETINGS. THESE JOINT COMMITTEES SHALL MEET QUARTERLY.<sup>3</sup>**

## **AGENCY GRIEVANCE MEETINGS:**

**BOTH PARTIES SHALL AGREE TO A MONTHLY MEETING AND LOCATION SCHEDULE FOR PURPOSES OF GRIEVANCE STEP MEETINGS. THE PARTIES WILL MAKE VIDEOCONFERENCING AND TELECONFERENCE AVAILABLE AS PRACTICABLE. THE TOPIC OF LOCATIONS FOR GRIEVANCE MEETINGS IS AN APPROPRIATE TOPIC FOR LABOR/MANAGEMENT.<sup>4</sup>**

## **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.<sup>5</sup>

<sup>3</sup> Committees combined and guaranteed at least four meetings a year.

<sup>4</sup> Prevents all grievance meetings from being held in Columbus and provides for further discussion at Statewide labor management committee.

<sup>5</sup> Article 33 in main contract applies to tools.

## **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 UPON SUBMISSION BY JUNE 1<sup>ST</sup> OF A CURRENT CERTIFICATION FROM<sup>6</sup> the Society of American Foresters (SAF) certification:

<sup>6</sup> Clarifies date certification is required to be submitted.

	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 **UPON SUBMISSION BY JUNE 1<sup>ST</sup> OF A CURRENT CERTIFICATION FROM**<sup>7</sup> the International Society of Arboriculture (ISA) certification.

<sup>7</sup> Clarifies date certification is required to be submitted.

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 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 park district would have a right under Article 17 and has at least one (1) year of service (**I.E. 26 PAY PERIODS WORKED**)<sup>8</sup> 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)~~ **FIFTEEN (15)**<sup>9</sup> 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.

<sup>8</sup> Clarifies what constitutes a year.

<sup>9</sup> Increases number of days for notice to the union.

If OCSEA does not contest the accuracy of the aforementioned information within ~~ten (10)~~ **FIFTEEN (15)**<sup>10</sup> business days after notification, the requesting ODNR division shall proceed with the appointment type change.

<sup>10</sup> Increases number of days for notice to the union.

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

**Job Posting Requirement**

~~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.~~<sup>11</sup>

<sup>11</sup> Article 17 in the main contract applies to posting of vacancies.

**Division Selection Options**

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.<sup>12</sup>

<sup>12</sup> Article 17 in the main contract applies to grouping of applications for selection.

**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.

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 twenty-six (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.

#### **Overtime and Overtime Rosters**

1. All parties recognize that when a disaster begins employees may have to be pulled out of seniority order for overtime to staff positions in the first 24 hours of the disaster. The first 24 hour staffing positions will be limited to the positions requiring management validation. Management will make every effort to equalize this overtime and will use the rotating roster exclusively beginning no later than 24 hours after the State Emergency Operations Center has been activated.
2. Disaster overtime will be considered different than regular overtime. Disaster overtime is defined as overtime accrued when the Emergency Operations Center (EOC) is activated. A separate overtime roster will be maintained by management for this purpose. This overtime roster will reset on January 1 of each year.
3. All parties agree that disaster overtime will include both overtime working in the EOC and in the field for disasters and for exercises.
4. The parties agree that employees who are interested in working disaster overtime must give to management a primary phone number at which they can be reached when they are not in the workplace. In the event of a disaster in which overtime opportunities exist the given number will be called. If the employee does not answer, a message will be left regarding the nature of the call and that management will move to the next most senior employee on the overtime roster. Failure to answer on the primary phone number will result in the employee missing the overtime opportunity and it will be noted as no answer and the employee will be rotated to the bottom of the call roster.
5. An employee who agrees to work overtime and then fails to report for said overtime shall be credited unless extenuating circumstances arose which prevented him/her from reporting.
6. The parties agree that being unable to accept an offer of disaster overtime due to another work assignment will not be considered a "refusal" and will not be credited to that employee on the disaster overtime roster.
7. Disaster overtime may be offered initially utilizing the 24 hour list and then by seniority based on the general list of duties and those who meet the training and qualifications to fulfill those duties. Management will make available and provide training on the software program, WebEoc, on all positions in the State EOC, to any and all employees that elects to work in the State EOC during activation or exercises. However, if the employee cannot perform the job duties of the position on which they received training they will be advised they are no longer eligible to work that specific position and will be required to take additional training. Management and Labor are in agreement if an employee cannot perform said job duties after additional training, which would include "shadowing" their name will be removed from the eligibility list to work that position and cannot file a grievance. If the employee would like to take the training class again to be eligible to work the position, Management and Labor would meet to discuss the issue.
8. All parties understand that when disaster overtime involves an after-hours dry run and exercise, the employee must agree to work both the dry run and the exercise or it will be recorded as a refusal on the disaster overtime roster.

#### **With respect to job duties during a disaster and within the EOC:**

1. All employees are required to have the mandatory training based on the job position description offered by or made available by the employer. Just-In-Time training does not apply. Just-In-Time training can be delivered to an employee to work a position if there is an EOC activation due to a disaster/emergency and employees eligible are not available. The employee will be required to take the mandatory training when it is scheduled and provide a copy of the certificate to the Training Department.
2. All parties recognize that job duties during a disaster and within the EOC may not perfectly match the normal day to day duties of OCSEA employees. Management and the union have made every attempt to define appropriate job duties for each job classification.
3. A database accessible to management and Ohio EMA union stewards will provide all records regarding the training and qualification of each OCSEA, EMA employee who has the opportunity to work within the EOC.
4. OCSEA will retain the right to review and/or respond to any position description requiring OCSEA signature approval and/or has relevance to the terms of this agreement.

#### **Workplace Conflict Management**

The Department of Public Safety and the Union recognize the benefits of participating in Dispute Resolution and Conflict Management. The Department of Public Safety and the Union agree to strongly encourage employees to utilize available resources to resolve employee conflicts.

**Grievance Hearings or Other Meetings**

Pursuant to the provisions of Articles 25.01 (G), Step Threes 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.

**Transfer Agreement**

As a result of a joint labor/management committee meeting, the parties came together to discuss giving employees a transfer option to vacancies prior to the position being posted. This will allow for a more timely and efficient process, and the opportunity for bargaining unit employees to transfer in accordance with seniority prior to the position being posted and filled in accordance with 17.02. The parties hereby agree to the following terms:

**With respect to OCSEA classifications participating in this agreement:**

- 1. The following ~~OSH~~ **DEPARTMENT OF PUBLIC SAFETY**<sup>1</sup> bargaining unit classifications may participate in the agreement: Driver Examiners, Motor Carrier Enforcement Inspectors, Motor Vehicle Inspectors, Stationary Load Limit Inspectors, Portable Load Limit Inspectors, **MOTOR VEHICLE INVESTIGATORS, AND DEPUTY REGISTRAR FIELD REPRESENTATIVE.**<sup>2</sup>
- 2. Only lateral movement within the same classification of the vacancy will be considered for a transfer (i.e. A Driver Examiner will be the only classification considered for a Driver Examiner vacancy transfer, etc.).
- 3. Any employee serving a probationary period or trial period pursuant to Article 6.01 will not be permitted to transfer.

<sup>1</sup> Housekeeping.

<sup>2</sup> Adds Motor Vehicle Investigator and Deputy Registrar Field Representative to the classifications that can make lateral movement in the same classification prior to posting the vacancy.

**With respect to the process:**

- 1. Employees of the classifications listed above will be expected to keep their own transfer request(s) current in PeopleSoft ~~THE~~ **DEPARTMENT'S TRANSFER MANAGEMENT SYSTEM.**<sup>3</sup> The Employer will not be responsible for seeing that employee transfer requests are maintained or updated.
- 2. Once Human Resources is made aware of a vacancy involving one of the participating classifications via a posting request, a transfer list of that classification from PeopleSoft ~~THE~~ **DEPARTMENT'S TRANSFER MANAGEMENT SYSTEM**<sup>4</sup> will be generated. The most senior employee within that classification who has requested a transfer will be contacted by the Employer to ensure the transfer is still being requested. If the transfer request is still active, the senior employee will be transferred to the position and an effective date will be determined. Once the transfer is approved, it may not be revoked.
- 3. Once it is determined the senior employee will transfer to the initial requested vacancy, another vacancy transfer list will be generated for the vacancy being created by the senior employee. The same process will continue until no transfers remain. Movements under this agreement are not grievable.
- 4. Once all transfers are filled, the final vacancy will be posted and filled in accordance with Article 17 of the Collective Bargaining Agreement.

<sup>3</sup> Housekeeping.

<sup>4</sup> Housekeeping.

**PILOT PROJECT**

**A JOINT LABOR AND MANAGEMENT COMMITTEE SHALL MEET TO DISCUSS ADDING THE ADMINISTRATIVE PROFESSIONAL CLASSIFICATION TO THE EXISTING DEPARTMENT OF PUBLIC SAFETY AGENCY SPECIFIC TRANSFER AGREEMENT.**<sup>5</sup>

<sup>5</sup> Allows the union and the employer to discuss adding Administrative Professionals to the lateral movement language.

**PUBLIC UTILITIES COMMISSION OF OHIO**

**APPLICATION AND SELECTION**

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.

**PERFORMANCE EVALUATIONS**

**PERFORMANCE EVALUATIONS WILL COINCIDE WITH THE FEDERAL FISCAL YEAR FFY (OCTOBER 1 – SEPTEMBER 30) FOR THE FOLLOWING FIELD STAFF CLASSIFICATIONS:**

CLASS NO.	TITLE
23161	HAZARDOUS MATERIALS INVESTIGATIONS SPECIALIST 1
23162	HAZARDOUS MATERIALS INVESTIGATIONS SPECIALIST 2
23121	PUBLIC UTILITIES TRANSPORTATION EXAMINER

<sup>1</sup> Employees that have duties that require reporting that coincides with the federal fiscal year will have their annual performance evaluation done in conjunction with the federal fiscal year; all other employees will have their performance evaluation done in conjunction with the calendar year.

**PERFORMANCE EVALUATIONS WILL COINCIDE WITH THE CALENDAR YEAR (JANUARY 1 – DECEMBER 31) FOR ALL OTHER BARGAINING UNIT CLASSIFICATIONS.**

**ALL PERFORMANCE EVALUATIONS MUST BE COMPLETED WITHIN FORTY-FIVE (45) DAYS OF THE CLOSE OF THE FISCAL OR CALENDAR YEAR.**

**EMPLOYEE STEP DATES OR STEP MOVEMENT IF APPLICABLE SHALL NOT BE AFFECTED BY THIS TRANSITION IN THE PERFORMANCE SYSTEM OR THE IMPLEMENTATION OF THE ANNUAL PERFORMANCE EVALUATION CYCLE.**<sup>1</sup>

**OVERTIME**

THE FOLLOWING OVERTIME DISTRIBUTION PROCEDURES WILL APPLY FOR THE TRANSPORTATION DEPARTMENT AND THE SERVICE MONITORING AND ENFORCEMENT DEPARTMENT, IDENTIFIED BY SPECIFIC JOB CLASSIFICATIONS.

ANY FIELD STAFF EMPLOYEE WHO NORMALLY PERFORMS THE WORK AND WHO IS CLASSIFIED AS A HAZARDOUS MATERIAL INVESTIGATION SPECIALIST 2 (23162), HAZARDOUS MATERIAL INVESTIGATION SPECIALIST 1 (23161) A RAILROAD INSPECTOR 1, 2, OR 3 (23311, 23312, OR 23313, RESPECTIVELY), OR A GAS PIPELINE SAFETY COMPLIANCE INVESTIGATOR (23181) AND WHO IS NOT ON APPROVED LEAVE WILL BE CONSIDERED AVAILABLE FOR OVERTIME. THE TYPE OF OVERTIME FOR FIELD STAFF COVERED BY THIS AGREEMENT IS OUTLINED BELOW BY JOB CLASSIFICATION AND TYPE OF WORK OUTLINED BELOW MAY NOT BE ALL INCLUSIVE.

JOB CLASSIFICATION	TYPE OF WORK
HAZARDOUS MATERIAL INVESTIGATOR SPECIALIST 2 (23162)	HAZMAT INCIDENT, CMV CRASH INCIDENT OR ANY EMERGENCY OR SITUATION REQUIRING IMMEDIATE ATTENTION AS DETERMINED BY THE PUCO.
RAILROAD INSPECTOR 1, 2, OR 3 (2331, 23312, 23313)	ANY RAIL RELATED EMERGENCY OR SITUATION REQUIRING IMMEDIATE ATTENTION AS DETERMINED BY THE PUCO.
GAS PIPELINE SAFETY COMPLIANCE INVESTIGATOR (23181)	ANY GAS PIPELINE RELATED EMERGENCY OR SITUATION REQUIRING IMMEDIATE ATTENTION AS DETERMINED BY THE PUCO.

OVERTIME CHART WILL BE OFFERED FIRST TO THE FIELD STAFF EMPLOYEE WHO NORMALLY PERFORMS THE WORK AND IS CLASSIFIED AS A HAZARDOUS MATERIALS INVESTIGATION SPECIALIST 2 A GAS PIPELINE SAFETY COMPLIANCE INVESTIGATOR OR A RAILROAD INSPECTOR 1, 2, 3. WHEN DETERMINING WHICH EMPLOYEE NORMALLY PERFORMS THE WORK, PUCO WILL TAKE INTO CONSIDERATION THE FRA DISCIPLINE NEEDED BASED ON THE SITUATION (E.G. BROKEN RAIL, FALSE SIGNAL INDICATION, HAZARDOUS SPILL OR LEAK ETC) AND WHO RESIDES NEAREST TO THE REPORT-IN LOCATION WHICH IS NEAREST TO THE AREA OF NEED CALCULATED BY AIR MILES.

IF THE PERSON OR PERSONS IDENTIFIED ABOVE IS UNAVAILABLE, THE SAME CRITERIA WILL BE USED FOR SUBSEQUENT CALLS, TO THE EXTENT PRACTICABLE.

**TRANSPORTATION ENFORCEMENT DIVISION INSPECTORS**

**ROUTINE EDUCATIONAL OUTREACH OVERTIME**

ANY FIELD STAFF EMPLOYEE WHO NORMALLY PERFORMS THE WORK AND CLASSIFIED AS A HAZARDOUS MATERIAL INVESTIGATOR SPECIALIST 1(23161), HAZARDOUS MATERIAL INVESTIGATOR SPECIALIST 2 (23162) OR PUCO TRANSPORTATION EXAMINER (23121) WHO IS NOT ON APPROVED LEAVE WILL BE CONSIDERED AVAILABLE FOR OVERTIME.

JOB CLASSIFICATION	TYPE OF WORK
HAZARDOUS MATERIAL INVESTIGATOR SPECIALIST 1 (23161)	EDUCATIONAL OUTREACH OR ANY SITUATION OR EVENT REQUIRING ATTENTION AS DETERMINED BY THE PUCO RELATED TO THE ENFORCEMENT OF THE FMCSR.
HAZARDOUS MATERIAL INVESTIGATOR SPECIALIST 2 (23162)	EDUCATIONAL OUTREACH OR ANY SITUATION OR EVENT REQUIRING ATTENTION AS DETERMINED BY THE PUCO RELATED TO THE ENFORCEMENT OF THE FMCSR AND HMR.
PUCO TRANSPORTATION EXAMINER (23121)	EDUCATIONAL OUTREACH OR ANY SITUATION OR EVENT REQUIRING ATTENTION AS DETERMINED BY THE PUCO RELATED TO THE ENFORCEMENT OF THE FMCSR.

**TRANSPORTATION DIVISION INSPECTORS - OVERTIME**

TRANSPORTATION DIVISION INSPECTORS SHALL BE CANVASSED QUARTERLY AS TO WHETHER THEY WOULD LIKE TO BE OFFERED OVERTIME OPPORTUNITIES. EMPLOYEES FAILING TO RESPOND TO THE OVERTIME CANVASS WILL NOT BE CONSIDERED IN THE EQUITABLE DISTRIBUTION OF OVERTIME FOR THAT QUARTER.

**DISTRIBUTION OF OVERTIME**

INSOFAR AS PRACTICABLE, OVERTIME SHALL BE EQUITABLY DISTRIBUTED ON A ROTATING BASIS THROUGH THE CANVASSING PROCESS. THE STATE OF OHIO SHALL BE DIVIDED INTO PUCO

DISTRICTS. AND INSOFAR AS PRACTICABLE OVERTIME ASSIGNMENTS WILL BE EQUITABLY DISTRIBUTED AMONG EMPLOYEES WITHIN EACH DISTRICT. THIS SHALL NOT APPLY TO APPROVED OVERTIME WHICH IS SPECIFIC TO A PARTICULAR EMPLOYEE'S CLAIM LOAD OR SPECIALIZED WORK ASSIGNMENT OR WHEN THE EMPLOYEE IS REQUIRED TO FINISH A WORK ASSIGNMENT.

#### OFFERING OF OVERTIME

THE OVERTIME ROSTER WILL BE BASED ON STATE SENIORITY WITHIN THE PUCO DESIGNATED DISTRICTS, (THE TOTAL OCSEA BARGAINING UNIT SENIORITY CREDITS ACCRUED SINCE THE LAST DATE OF HIRE WITH THE STATE, (EXCEPT AS MODIFIED BY SECTION 16.02). FOR SUBSEQUENT PERIODS, THE EMPLOYEE'S ACCUMULATED OVERTIME FROM THE CURRENT PERIOD SHALL BE USED TO ESTABLISH THE NEXT PERIOD'S OVERTIME ROSTER WITHIN THE DESIGNATED DISTRICTS. IN THE EVENT OF A TIE IN THE AMOUNT OF ACCUMULATED OVERTIME WITHIN THE DESIGNATED DISTRICT, THE MOST SENIOR EMPLOYEE WILL BE PLACED AHEAD OF THE LEAST SENIOR EMPLOYEE ON THE FOLLOWING PERIOD'S ROSTER.

IF, AFTER HAVING NOT BEEN ON THE OVERTIME ROSTER FOR A QUARTER(S), AN EMPLOYEE DESIRES TO BE ADDED TO THE NEXT QUARTER'S OVERTIME ROSTER, THE EMPLOYEE MUST INDICATE THIS DESIRE DURING THE NEXT CANVASSING PERIOD. THE EMPLOYEE SHALL THEN BE PLACED AT THE BOTTOM OF THE NEXT QUARTER'S OVERTIME ROSTER WITH THE ACCUMULATED OVERTIME EQUAL TO THE EMPLOYEE CURRENTLY ON THE ROSTER WITH THE HIGHEST AMOUNT OF ACCUMULATED OVERTIME.

NEWLY HIRED (PROBATIONARY) EMPLOYEES ARE NOT ELIGIBLE FOR OVERTIME ASSIGNMENTS DURING THEIR INITIAL PROBATIONARY PERIOD. UPON SUCCESSFUL COMPLETION OF HIS/HER PROBATIONARY PERIOD, THE EMPLOYEE SHALL CONTACT HIS/HER IMMEDIATE SUPERVISOR AND INFORM SUPERVISOR OF HIS/HER DESIRE TO BE ADDED TO QUARTERLY CANVAS ROSTER. THE EMPLOYEE WILL BE PLACED AT THE BOTTOM OF THE OVERTIME ROSTER WITH THE ACCUMULATED OVERTIME EQUAL TO THE EMPLOYEE CURRENTLY ON THE ROSTER WITH THE HIGHEST AMOUNT OF ACCUMULATED OVERTIME.

ALL OVERTIME POSTED TO THE OVERTIME ROSTER WILL BE ACCUMULATED AND CARRIED FORWARD FOR FOUR CONSECUTIVE QUARTERS (ONE CALENDAR YEAR). AT THE COMPLETION OF THE FOURTH QUARTER, THE ACCUMULATED OVERTIME WILL BE PURGED.

ALL OVERTIME OFFERED UNDER THE ROTATING DISTRIBUTION PROVISIONS WILL BE CREDITED TO THE EMPLOYEES IN THE FOLLOWING MANNER:

1. AN EMPLOYEE SHALL BE CREDITED WITH THE AMOUNT OF OVERTIME WORKED.
2. AN EMPLOYEE WHO IS OFFERED BUT REFUSES AN OVERTIME ASSIGNMENT SHALL BE CREDITED WITH THE AMOUNT OF THE OVERTIME ASSIGNMENT (AMOUNT OF ACTUAL OVERTIME CLAIMED BY THE EMPLOYEE WORKING THE OVERTIME EVENT OR THE HIGHEST AMOUNT OF OVERTIME CLAIMED IF SEVERAL EMPLOYEES WORK THE EVENT).
3. AN EMPLOYEE IS OFFERED AND ACCEPTS AN OVERTIME ASSIGNMENT BUT FAILS TO REPORT FOR THE OVERTIME ASSIGNMENT SHALL BE CREDITED WITH DOUBLE THE OVERTIME ACCEPTED UNLESS EXTENUATING CIRCUMSTANCES AROSE WHICH PREVENTED THE EMPLOYEE FROM REPORTING. IN SUCH CASES, THE EMPLOYEE SHALL BE CREDITED AS IF HE/SHE HAD REFUSED THE OVERTIME ASSIGNMENT.

THOSE EMPLOYEES ON APPROVED LEAVE SHALL NOT BE CREDITED WITH OVERTIME DECLINED DURING THEIR APPROVED LEAVE.<sup>2</sup>

<sup>2</sup> Overtime language inserted into the contract to codify and reflect current practice.

## 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-canvass is necessary.
4. No agreements shall be considered approved until approved by the Statewide Pick-A-Post Committee. DR&C reserves the right to approve and implement local PAP Agreements, as deemed necessary for 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 Three 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 **NON-UTILITY**<sup>1</sup> posts under the agreements will be filled, barring any **UNforeseen**<sup>2</sup> 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. **LOCAL PICK-A-POST COMMITTEES SHALL GENERATE, AT THE LOCAL LEVEL, THE PREFERRED ORDER OF UTILITY POST CLOSURE.**<sup>3</sup>

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.

**ALL OFFICERS WHOSE "UTILITY POST" IS CLOSED AT THE BEGINNING OF SHIFT SHALL SELECT A POST PRIOR TO ROLL CALL PURSUANT TO THE SYSTEM IN PLACE UNDER THE LOCAL PAP AGREEMENT.**<sup>4</sup>

**IF ANY UTILITY POSTS THAT ARE CLOSED AT THE BEGINNING OF SHIFT ARE REQUIRED TO BE OPENED DURING THE SHIFT, THE EMPLOYER WILL MAKE A GOOD FAITH EFFORT TO PLACE THE OFFICER WHOSE UTILITY POST WAS CLOSED BACK ON HIS/HER ORIGINAL POST, PROVIDED THE OFFICER IS REASONABLY AVAILABLE AND ON GROUNDS. IF THE CLOSED UTILITY POST IS OPENED DURING THE SHIFT AND THE AFFECTED OFFICER IS REASONABLY AVAILABLE AND ON GROUNDS, BUT IS NOT PLACED BACK IN THE POST AFTER A GOOD FAITH EFFORT, THE AFFECTED OFFICER SHALL BE PAID TIME AND A HALF FOR ALL HOURS ACTUALLY WORKED FOR THE REMAINDER OF HIS/HER SCHEDULED SHIFT AFTER THE UTILITY POST IS RE-OPENED.**<sup>5</sup>

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., Carhartts, 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 uniformed employee, 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.

#### D. Uniform Cleaning

Where feasible, the Department shall provide cleaning and pressing services for employees who are required to wear uniforms: **ALL EMPLOYEES WHO ARE REQUIRED TO WEAR UNIFORMS IN DR&C SHALL BE ELIGIBLE FOR A \$200 ANNUAL CLEANING ALLOWANCE, PROVIDED, HOWEVER, THE EMPLOYEES WHO RECEIVE THIS \$200 ANNUAL CLEANING ALLOWANCE ARE NOT ALSO ENTITLED TO THE ALLOWANCE IN SECTION 33.01.** 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.~~<sup>6</sup>

#### 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. A correction officer with less than one (1) year of service will be eligible to use vacation at the completion of the probationary period. This accrual should be figured in for the officer in the upcoming year.
- 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

<sup>1</sup> Requires that established posts that are not utility must still be filled at the beginning of the shift.

<sup>2</sup> Housekeeping.

<sup>3</sup> Utility posts may be closed at the beginning of the shift and the local pick a post committee shall determine the order in which they close.

<sup>4</sup> Utility officers whose posts are closed shall select a post prior to roll call.

<sup>5</sup> If a utility post is reopened a good faith effort is made to put the officer back to their original post. If this does not occur the effected officer will be paid at time and one half for the remainder of the shift.

<sup>6</sup> All bargaining unit uniformed employees will receive a \$200 cleaning allowance per year in place of institutional laundry service. Dry cleaning for winter coats will continue to be provided up to two times per year.

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 three hundred (300).

- Once the number of days to be earned is calculated, by shift, the number should be divided by three hundred (300) for the first, second, and third shifts.
- The divisor for special duty should be two hundred sixty (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 three hundred (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 300/260 respective of the shift that will be the total number of days available to be distributed throughout the year.
- 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:

Shift	Days Accrued	Divided by 300, except for SD., which shall be divided by 260	Slots per day	Remainder to be agreed upon for distribution
1st	610.5	2.03	2	.03 x 300 = 9 addl. slots
2nd	545	1.81	1	.81 x 300 = 243 addl. slots
3rd	312	1.04	1	.04 x 300 = 12 addl. slots
4th	263.5	1.01	1	.01x260 = 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, DR&C 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. Thirty percent (30%) of that number shall be determined by rounding up, and that number plus thirty percent (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. DR&C 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 thirty percent (30%) rule.
2. No later than January 15 of each year, the institution shall notify the local Union and the Bureau of Personnel - **Workforce Acquisition ASSESSMENT AND HIRING UNIT**<sup>7</sup> 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 Bureau of Personnel - **Workforce Acquisition ASSESSMENT AND HIRING UNIT**. 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, DR&C 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 Bureau of Personnel - **Workforce Acquisition ASSESSMENT AND HIRING UNIT** indicating the institution to which the employee wishes to transfer. The employee shall complete a separate application for each institution for which they want to be considered.

<sup>7</sup> Housekeeping throughout this section.



The Bureau of Personnel - Workforce Acquisition **ASSESSMENT AND HIRING UNIT** 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 Bureau of Personnel - Workforce Acquisition **ASSESSMENT AND HIRING UNIT** during the Lateral Transfer Posting period.

6. The Employer reserves the right to convert external interims to full-time permanent correction officers after the thirty percent (30%) lateral transfer threshold has been met.
7. Each institution authorized to fill positions will forward their request to the Bureau of Personnel - Workforce Acquisition **ASSESSMENT AND HIRING UNIT**. 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 thirty percent (30%) prior to hiring any new employees.
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.

[To be deleted before print:

#### LETTER OF AGREEMENT<sup>8</sup>

**DR&C AGREES TO CONTRIBUTE A ONE-TIME PAYMENT OF FIFTY THOUSAND DOLLARS (\$50,000) DURING FISCAL YEAR 2016 TO UNION EDUCATION TRUST (UET) TO ADDRESS THE UNION'S LICENSURE AND CERTIFICATION PROPOSAL.]**

[To be deleted before print:

#### LETTER OF AGREEMENT<sup>9</sup>

**LOCAL PAP COMMITTEES SHALL DETERMINE THE TYPE OF RELIEF OFFICER BID PROCESS FOR THAT INSTITUTION. THE TYPE OF RELIEF OFFICER BID PROCESS SHALL BE INCLUDED IN LOCAL PICK-A-POST AGREEMENTS, SUBJECT TO APPROVAL FROM THE PICK-A-POST OVERSIGHT COMMITTEE. IT IS THE PARTIES' UNDERSTANDING THAT THE PICK-A-POST AGREEMENTS THAT ALREADY CONTAIN PODIUM PICK OR SPECIFIC RELIEF MAY CONTINUE IF AGREED BY THE LOCAL CHAPTER. FOR THOSE INSTITUTIONS WHERE A PROCESS IS NOT CURRENTLY IN PLACE, OR WHERE THE PARTIES HAVE NOT MUTUALLY AGREED, BY DECEMBER 31, 2015 A RELIEF OFFICER BID PROCESS WILL BE IMPLEMENTED. THE OPTIONS INCLUDE PODIUM PICK AND SPECIFIC RELIEF, OR AN AGREED COMBINATION. IF THE LOCAL PAP COMMITTEES CANNOT REACH AGREEMENT, THE RELIEF OFFICER BID PROCESS SHALL BE BROUGHT TO THE PAP OVERSIGHT COMMITTEE, WHERE BY DECEMBER 31, 2015, A PODIUM PICK SHALL BE IMPLEMENTED. ANY PODIUM PICK MUST BE COMPLETE PRIOR TO ROLL CALL.]**

<sup>8</sup> The employer will provide a one-time payment of \$50,000 dollars during Fiscal Year 2016 to compensate bargaining unit employees for any costs in maintaining licenses or certifications for positions which they currently hold. The funds will be administered through the Union Education Trust for the duration of the contract or until the funds are exhausted, whichever comes first. Published for informational purposes and will not appear in the printed contract.

<sup>9</sup> Anyone currently having podium pick will be able to continue the practice. Podium pick is defined as being held prior to roll call. Any institution where podium pick currently does not exist will have a relief officer bid process required and implemented by December 31, 2015. Published for informational purposes and will not appear in the printed contract.

## **OHIO REHABILITATION SERVICES COMMISSION OPPORTUNITIES FOR OHIOANS WITH DISABILITIES<sup>1</sup>**

### **Pre-Development Unit**

The purpose of the Pre-Development Unit in the Ohio Rehabilitation Services Commission (RSC) **OPPORTUNITIES FOR OHIOANS WITH DISABILITIES (OOD)** Bureau **DIVISION<sup>2</sup>** of Disability Determination (BDDD) is to accomplish the following: Focus on providing service to our customers; increase BDDD case production, and reduce processing time of cases. The employees participating shall be classified as a Disability Claims Development Analyst (DCDA). It is a goal that the DCDA's be composed of promoted support staff and demoted DCAs.

Minimum qualifications for the Pre-Development Unit include current full-time, non-probationary staff who are classified as DCA 2s or DCA 3s. Qualified staff will possess an Associates degree (or higher) in one of the following majors: Sociology, Psychology, Social Work, Special Education, Nursing, Communications, Business, or other Human Services/Medical related field. All DCDA's shall serve a six (6) month probationary period. Although the DCDA is in the DCA classification series, time spent as a DCDA shall not be used to indicate an employee meets minimum qualifications for a DCA 1 position. Time spent as a DCDA shall not count 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 selections shall be in accordance with the RSC **OOD** Selection Procedures. It is within Management's right to determine the size of the Pre-Development Unit.

- A. Positions may be posted as a "Promotion only" notice. Demotions and lateral transfers shall be considered only if noted. OR
- B. Positions may be posted as a "Demotion only" of Disability Claims Adjudicators. Promotions and lateral transfers shall be considered only if noted OR
- C. **POSITIONS MAY BE POSTED IN ACCORDANCE WITH ARTICLE 17.<sup>3</sup>**

All staff who are selected as DCDA's shall remain in the DCDA classification for at least the six (6) month probationary period and cannot opt out until after the six (6) month probationary period 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>1</sup> Housekeeping.

<sup>2</sup> Housekeeping and reflected throughout the agreement.

<sup>3</sup> Adds the option to follow Article 17.

## Relocation and Retention

This Agreement regarding relocation and retention made December 23, 2008, by and between the Ohio Rehabilitation Services Commission (RSC) **OPPORTUNITIES FOR OHIOANS WITH DISABILITIES (OOD)**, 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 **OOD** the ability to retain staff. This Agreement is a cooperative commitment between OCSEA and RSC **OOD** that demonstrates the value of and allows bargaining unit employees within RSC **OOD** 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.

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.
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.
3. It is understood that RSC **OOD** Management has the discretion to accept or deny the request for transfer or demotion. RSC **OOD** 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 **OOD** from moving employees in accordance with Article 17. All things being equal, seniority would be the final determinant.
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.
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 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 (2) 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 (2) or more employees wanting the same location submit their requests on the same day, seniority will be the determining factor of selection. 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 **OOD**'s decision to not post a vacancy in accordance with the contract.
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 **OOD**/HR will keep the request on file for the life of the current contract from the date received by Human Resources. 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 **OOD** Assembly President and the President of Chapter 2538. Copies of the acceptance and/or denial letter will also be sent to the RSC **OOD** Assembly President and the President of Chapter 2538. 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.
8. The employee may receive no more than one (1) transfer or demotion, as defined in item number 4, within any twelve (12) month period, unless approved by Management.
9. If the employee is transferred or demoted in accordance with this Agreement, he/she will not be subject to a probationary period. Employees currently on probation will not be subject to the provision of this Agreement.

## DCA Progression

1. In mutual agreement between RSC **OOD** and OCSEA, DCA II employees will progress to the DCA III position upon successful completion of the DCA III promotion assessment. DCA II employees may choose to remain a DCA II employee and opt out of the progression.
2. DCA II employees become eligible to take the DCA III promotion assessment after they have obtained ~~five (5)~~ **THREE (3)**<sup>4</sup> years of service as a DCA II by the date of the promotion assessment (or ~~five (5)~~ **THREE (3)**<sup>5</sup> years of service in an equivalent Determination Services position with another state, or a combination of the above equal to ~~five (5)~~ **THREE (3)**<sup>6</sup> years).
3. Eligibility is also contingent on the DCA II employee having no active discipline for performance at a "written" level or higher.
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 mid-point 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 **WHEN IT IS OFFERED**.<sup>7</sup>
5. The promotion assessment will be given **AT LEAST ONCE IN A CALENDAR YEAR**, ~~sixty (60) days prior to or after April 1<sup>st</sup> and October 1<sup>st</sup>~~, totaling twice a calendar year.<sup>8</sup>
6. DCA IIs that have obtained ~~five (5)~~ **THREE (3)**<sup>9</sup> years of service as a DCA II may attend specific Agency training prior to taking the assessment. The training session will be offered **AT LEAST ONCE IN A CALENDAR YEAR**, within ~~thirty (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>10</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 employees shall not be required to retake the DCA III assessment unless a new test instrument has been constructed.
8. Part-time DCA II employees advancing to the DCA III Position will serve an equivalent probationary period based on the number the hours worked.

<sup>4</sup> Decrease from 5 years to 3 years to progress to a DCA 3.

<sup>5</sup> Decrease from 5 years to 3 years to progress to a DCA 3.

<sup>6</sup> Decrease from 5 years to 3 years to progress to a DCA 3.

<sup>7</sup> Housekeeping.

<sup>8</sup> Promotional assessment will be given at least once in a calendar year.

<sup>9</sup> Decrease from 5 years to 3 years to progress to a DCA 3.

<sup>10</sup> Training will be given at least once in a calendar year.

## OHIO DEPARTMENT OF TRANSPORTATION

### A. 13.06 - Report-In Location

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 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 will include Project Inspectors, Highway Technician 3s and 4s and 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

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.

**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 (1) HOUR MORE THAN THE HIGHEST AMOUNT ON THE APPROPRIATE ROSTER IN THEIR NEW WORK LOCATION.<sup>1</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 CDLS 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.<sup>2</sup>**

**THE EMPLOYER HAS THE SOLE AND EXCLUSIVE RIGHT TO DETERMINE OVERTIME OPPORTUNITIES AS NEEDED. WHEN THE EMPLOYER DETERMINES THERE IS A NEED FOR UNPLANNED OVERTIME DURING NON-SNOW AND ICE OPERATIONS, EMPLOYEES WHO HAVE VOLUNTEERED DURING A CANVASS, PURSUANT WITH THE BELOW PROCEDURES, SHALL BE OFFERED THESE OVERTIME OPPORTUNITIES. THE PROCEDURES CONTAINED IN THIS SECTION ONLY APPLY DURING NON-SNOW AND ICE OPERATIONS FOR MAINTENANCE OVERTIME. THIS PROCEDURE DOES NOT APPLY TO OVERTIME WHICH RESULTS AS THE CONTINUATION OF A WORK ASSIGNMENT. THE OVERTIME CANVASS PROCEDURES SHALL BE ADMINISTERED AS FOLLOWS:**

- A. HTS ASSIGNED TO MAINTENANCE AND HTS ASSIGNED TO CONSTRUCTION SHALL BE CANVASSED BY WORK UNIT TWICE A YEAR. ONE CANVASS WILL TAKE PLACE IN MARCH FOR THE MONTHS OF APRIL, MAY, JUNE AND JULY AND ONE CANVASS WILL TAKE PLACE IN JULY FOR THE MONTHS OF AUGUST, SEPTEMBER, OCTOBER AND NOVEMBER.
- B. HTS ASSIGNED TO MAINTENANCE AND HTS ASSIGNED TO CONSTRUCTION WILL BE CANVASSED FOR THE VOLUNTEER ROSTER FOR UNPLANNED MAINTENANCE OVERTIME OPPORTUNITIES. EMPLOYEES CAN ONLY VOLUNTEER DURING THE CANVASS.
- C. EMPLOYEES WHO VOLUNTEER DURING EACH CANVASS SHALL REMAIN ON THAT CANVAS ROSTER UNTIL THE END OF THE FOUR MONTH PERIOD. EMPLOYEES SHALL BE REMOVED FROM THE VOLUNTEER ROSTER AFTER FIVE TOTAL REFUSALS DURING THE FOUR MONTH PERIOD.
- D. EMPLOYEES ON THE VOLUNTEER ROSTER SHALL BE EQUALIZED. FOR EQUITABLE DISTRIBUTION PURPOSES, EMPLOYEES WHO DO NOT VOLUNTEER SHALL BE CONSIDERED AS REFUSING ALL OVERTIME OPPORTUNITIES AND SHALL BE CODED AS REFUSED AND APPROPRIATE NUMBER OF HOURS WILL BE CREDITED.

**IF AT ANY POINT DURING THE CALENDAR YEAR, THE EMPLOYER DETERMINES THE NEED FOR SNOW AND ICE OPERATIONS, THE OVERTIME PROCEDURES FOR SNOW AND ICE OPERATIONS SHALL BE UTILIZED.<sup>3</sup>**

**DURING SNOW AND ICE OPERATIONS EMPLOYEES ARE EXPECTED TO WORK OVERTIME. CONSISTENT CHARGED REFUSALS TO WORK OVERTIME MAY BE GROUNDS FOR DISCIPLINE.<sup>4</sup>**

**SNOW AND ICE OVERTIME OPPORTUNITIES SHALL BE OFFERED IN THE FOLLOWING ORDER:**

- A. ALL HTS, RM, BW, HMW & PIS (WITH CDLS) WHOSE DAILY WORK ASSIGNMENT IS AT A COUNTY FACILITY AS THEY HAVE GRIEVANCE RIGHTS UNDER ARTICLE 25;
- B. ALL HTS AND PIS WHO ARE ASSIGNED TO A CONSTRUCTION PROJECT AND ALL NON-COUNTY BW/RM/HMWS/HTS. THEY ARE CALLED OUT BY OVERTIME BALANCE ROTATION, AS THEY HAVE GRIEVANCE RIGHTS UNDER ARTICLE 25.

<sup>1</sup> Moved in its entirety from end of section.

<sup>2</sup> Moved in its entirety from end of section.

<sup>3</sup> Defines the order for calling overtime when unplanned overtime is necessary.

<sup>4</sup> Moved in its entirety from end of section.

C. ALL OTHER FULL TIME PERMANENT BARGAINING UNIT EMPLOYEES ASSIGNED TO THE COUNTY, FOLLOWED BY ALL OTHER BARGAINING UNIT EMPLOYEES IN THE DISTRICT. MANAGEMENT IS NOT REQUIRED TO EQUALIZE OVERTIME FOR SNOW AND ICE REMOVAL. THESE EMPLOYEES DO NOT HAVE GRIEVANCE RIGHTS UNDER ARTICLE 25 HOWEVER, IF A COUNTY EMPLOYEE IN THIS SUBSECTION BELIEVES HE/SHE WAS IMPROPERLY BYPASSED TWO (2) CONSECUTIVE TIMES, THE EMPLOYEE MAY FILE A COMPLAINT WITH SUPPORTING DOCUMENTATION TO THE DISTRICT LABOR RELATIONS OFFICER. IF THEIR COMPLAINT IS SUBSTANTIATED, THE EMPLOYEE SHALL BE PLACED AT THE TOP OF THEIR LIST UNDER THIS SUBSECTION C.<sup>5</sup>

<sup>5</sup> Moved from end of section and redefines order of call out during snow and ice as well as rights to grievance when not called properly.

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. IN CONSTRUCTION, UNIT 7 EMPLOYEES WILL HAVE PREFERENCE FOR OVERTIME ASSIGNMENTS OVER NON-UNIT 7 EMPLOYEES ON THE PROJECT TO WHICH THEY ARE ASSIGNED.<sup>6</sup>

<sup>6</sup> Moved in its entirety from end of section.

CONSTRUCTION OVERTIME DISTRIBUTION BY PROJECT FOR OVERTIME ABUTTING THE SHIFT AND FOR OVERTIME LESS THAN FOUR (4) HOURS NOT ABUTTING THE SHIFT SHALL BE OFFERED TO THOSE QUALIFIED BY THE SERIES LEVEL IN THE FOLLOWING ORDER:

- A. HT2, HT3, HT4 & PIS;
- B. TEMPORARY WORK ASSIGNMENTS.

CONSTRUCTION OVERTIME DISTRIBUTION BY PROJECT FOR OVERTIME OF FOUR (4) HOURS OR MORE NOT ABUTTING THE SHIFT (TEN (10) MILE RULE) SHALL BE OFFERED TO THOSE QUALIFIED BY THE SERIES LEVEL IN THE FOLLOWING ORDER:

- A. HT2, HT3, HT4 & PIS ASSIGNED TO CONSTRUCTION PROJECT WHERE OVERTIME EXISTS;
- B. HT2, HT3, HT4 & PIS 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.<sup>7</sup>

<sup>7</sup> Moved in its entirety from end of section.

NOTHING IN THIS AGREEMENT IS MEANT TO MODIFY THE OVERTIME PROCEDURES AS ESTABLISHED IN THE HIGHWAY TECHNICIAN MEMORANDUM OF UNDERSTANDING.<sup>8</sup>

<sup>8</sup> Moved in its entirety from end of section.

THE OT ROSTER WILL BE GENERATED THROUGH THE ELECTRONIC OVERTIME PROGRAM BY THE FACILITY OR PROJECT SUPERVISOR DAILY OR AS NEEDED. ALL OT WORKED OR REFUSED WILL BE ENTERED INTO THE ELECTRONIC OVERTIME ROSTER WITHIN FIVE (5) BUSINESS DAYS. 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 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.<sup>9</sup>

<sup>9</sup> Moved in its entirety with some revisions from end of section. Changes reflect current electronic overtime program and roster.

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.<sup>10</sup>

<sup>10</sup> Deleted and electronic overtime program defined in above paragraph.

THE CURRENT OVERTIME ROSTERS SHALL BE ZEROED AT THE END OF THE PAY PERIOD WHICH INCLUDES APRIL 1, 2015. IN FEBRUARY OF 2016, THE PARTIES WILL MEET TO DISCUSS A PILOT PROGRAM FOR THE CONTINUATION OF ZEROING OUT OVERTIME. AN APPROPRIATE TOPIC FOR THIS DISCUSSION MAY INCLUDE A METHOD FOR THE PLACEMENT OF NEW EMPLOYEES ON THE ROSTER. THE FOLLOWING OVERTIME ROLL-BACK PROCESS WILL REMAIN IN EFFECT IF THE PARTIES DO NOT REACH AN AGREEMENT ON THE ABOVE REFERENCED PILOT PROJECT.<sup>11</sup> OVERTIME ROSTERS SHALL BE ROLLED-BACK AT THE END OF THE PAY PERIOD WHICH INCLUDES APRIL 1 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 (0) AND ALL OTHER EMPLOYEES WITHIN THAT CLASSIFICATION SERIES ON THE SAME ROSTER SHALL BE REDUCED THAT SAME AMOUNT OF HOURS. 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.<sup>12</sup>

<sup>11</sup> New language to zero out overtime on April 1, 2015 with discussions regarding a pilot program for zeroing out overtime for the life of the contract. If no pilot program is reached, current language will remain in effect for the remainder of the contract.

<sup>12</sup> Moved in its entirety from end of section.

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.<sup>13</sup>

<sup>13</sup> Moved in its entirety from end of section.

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.<sup>14</sup>

<sup>14</sup> Moved in its entirety from end of section.

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~~<sup>15</sup> 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>16</sup>

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.<sup>17</sup>

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.<sup>18</sup> IN THE EVENT AN ELIGIBLE EMPLOYEE IS IMPROPERLY BYPASSED IN ACCORDANCE WITH THE AGENCY SPECIFIC OVERTIME GUIDELINES, THE REMEDY SHALL BE TO OFFER THE EMPLOYEE WHO WAS MISSED AN OPPORTUNITY TO WORK THE NUMBER OF HOURS MISSED ON A MUTUALLY AGREED TO DATE. THE MAKEUP SHALL BE SCHEDULED 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.<sup>19</sup>

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 NON-HIGHWAY TECHNICIANS WHOSE NORMAL DUTIES REQUIRE THE PERFORMANCE OF SNOW AND ICE REMOVAL AT AN ODOT HEADQUARTERS OR CENTRAL OFFICE WILL BE PERMITTED TO VOLUNTEER FOR AN AUXILIARY ("C") 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 TWO OF THE GRIEVANCE PROCEDURE. THESE EMPLOYEES SHALL BE PLACED ON AUXILIARY ("C") ROSTERS IN COUNTIES TO WHERE THEY VOLUNTEER.<sup>20</sup>

BY OCTOBER 1 OF EACH YEAR, DISTRICT LABOR/MANAGEMENT COMMITTEES SHALL FORMULATE A PLAN FOR MOVING INTO AND OUT OF TWELVE (12) HOUR SHIFTS FOR SNOW AND ICE OPERATIONS. SHIFTS IN EXCESS OF TWELVE (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.<sup>21</sup>

THIS PROCESS IN NO WAY ABROGATES THE AGENCY'S RIGHT TO FORMULATE AND IMPLEMENT SUCH A PLAN IN THE ABSENCE OF A JOINT RESOLUTION. EMPLOYEES SHALL NOT WORK IN EXCESS OF SIXTEEN (16) CONSECUTIVE HOURS UNLESS PRIOR APPROVAL IS OBTAINED FROM THE APPROPRIATE DEPUTY DIRECTOR OR DESIGNATED ADMINISTRATOR.<sup>22</sup>

SNOW AND ICE OVERTIME CALL OUT PROCEDURE IS AN APPROPRIATE SUBJECT FOR DISTRICT LABOR/MANAGEMENT COMMITTEES. IF THE PARTIES ARE UNABLE TO RESOLVE THIS ISSUE AT THE DISTRICT LEVEL, THE ISSUE MAY BE SUBMITTED TO THE STATEWIDE LABOR/MANAGEMENT COMMITTEE FOR RESOLUTION.<sup>23</sup>

~~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 (5) business days.<sup>24</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 CDLs 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.<sup>25</sup>

Employees on an overtime roster shall provide a telephone number to their supervisor where they may be contacted by their supervisor.<sup>26</sup> The Agency shall establish a phone log procedure to verify phone calls to employees who are being contacted for overtime. In the event there is a dispute as to an employee having been contacted, or which employee(s) were contacted, the phone log will be used for verification. In locations where there are computer verified phone systems, the computer log may be used for verification.<sup>27</sup>

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.<sup>28</sup>

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.<sup>29</sup>

<sup>15</sup> Housekeeping.

<sup>16</sup> Moved from end of section with one noted revision.

<sup>17</sup> Moved in its entirety from end of section.

<sup>18</sup> Moved in its entirety from end of section.

<sup>19</sup> An employee bypassed for overtime will have the opportunity to work the overtime hours within 45 days of being bypassed.

<sup>20</sup> Moved from end of section with changes to more clearly define how non-Highway Technicians are assigned to and called for overtime during snow and ice season.

<sup>21</sup> Moved in its entirety from end of section.

<sup>22</sup> Moved in its entirety from end of section.

<sup>23</sup> Moved in its entirety from end of section.

<sup>24</sup> Moved in its entirety with changes as noted above to beginning of section.

<sup>25</sup> Moved in its entirety to beginning of section.

<sup>26</sup> Moved in its entirety to beginning of section.

<sup>27</sup> Moved in its entirety to beginning of section.

<sup>28</sup> Moved in its entirety to beginning of section.

<sup>29</sup> Moved in its entirety to beginning of section.

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.<sup>30</sup>

Overtime rosters shall be rolled-back at the end of the pay period which includes April 1 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 (0) and all other employees within that classification series on the same roster shall be reduced that same amount of hours.<sup>31</sup>

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.<sup>32</sup>

During snow and ice operations employees are expected to work overtime. Consistent charged refusals to work overtime may be grounds for discipline.<sup>33</sup>

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.

Snow and ice overtime opportunities shall be offered in the following order:<sup>34</sup>

- a.— HT 1-5, RM, BW, HMW & PIs (with CDLs) whose daily work assignment is at a county facility;
- b.— HT 1-5 & PIs who are assigned to a construction project and all non-county BW/RM/HMWs/HTs;
- 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.<sup>35</sup>

Snow and ice overtime call out procedure is an appropriate subject for District Labor/Management Committees. If the parties are unable to resolve this issue at the District level, the issue may be submitted to the Statewide Labor/Management Committee for resolution.<sup>36</sup>

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 Three of the grievance procedure. These employees shall be placed on auxiliary rosters in counties to where they volunteer.<sup>37</sup> The first auxiliary roster is composed of qualified Unit 6 employees and overtime shall be offered in rotation by seniority order. The second auxiliary roster is composed of all other qualified employees. Management is not required to equalize overtime on auxiliary rosters. Employees on auxiliary lists have no right to grieve overtime opportunities for snow and ice removal, except that employees who are required to be on an auxiliary list shall have grievance rights under Article 25.<sup>38</sup>

If an employee on the first auxiliary list believes he/she was improperly bypassed two (2) 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.<sup>39</sup>

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.<sup>40</sup>

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 (1) hour more than the highest amount on the appropriate roster in their new work location.<sup>41</sup>

In Construction, Unit 7 employees will have preference for overtime assignments over non-Unit 7 employees on the project to which they are assigned.<sup>42</sup>

Construction overtime distribution by project for overtime abutting the shift and for overtime less than four (4) hours not abutting the shift shall be offered to those qualified by the Series level in the following order:

- a.— HT2, HT3, HT4 & PIs;
- b.— Temporary Work Assignments.

Construction overtime distribution by project for overtime of four (4) hours or more not abutting the shift (ten (10) mile rule) shall be offered to those qualified by the series level in the following order:

- a.— HT2, HT3, HT4 & PIs assigned to construction project where overtime exists;
- b.— HT2, HT3, HT4 & PIs 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.<sup>43</sup>

Nothing in this Agreement is meant to modify the overtime procedures as established in the Highway Technician Memorandum of Understanding.<sup>44</sup>

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.<sup>45</sup>

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.<sup>46</sup>

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 twelve (12) hour shifts for snow and ice operations. Shifts in excess of twelve (12) hours can be used to roll into and

<sup>30</sup> Moved in its entirety to beginning of section.

<sup>31</sup> Moved in its entirety to beginning of section.

<sup>32</sup> Moved in its entirety to beginning of section.

<sup>33</sup> Moved in its entirety to beginning of section.

<sup>34</sup> Moved in its entirety with revisions to beginning of section.

<sup>35</sup> Moved in its entirety with revisions to beginning of section.

<sup>36</sup> Moved in its entirety to beginning of section.

<sup>37</sup> Moved in its entirety with housekeeping and clarification changes to beginning of section.

<sup>38</sup> Deleted and clarified in beginning of section.

<sup>39</sup> Deleted and grievance rights clarified in beginning of section.

<sup>40</sup> Deleted and clarified in beginning of section.

<sup>41</sup> Moved in its entirety to beginning of section.

<sup>42</sup> Moved in its entirety to beginning of section.

<sup>43</sup> Moved in its entirety to beginning of section.

<sup>44</sup> Moved in its entirety to beginning of section.

<sup>45</sup> Moved in its entirety to beginning of section.

<sup>46</sup> Moved in its entirety to beginning of section.

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>47</sup>

Employees shall not work in excess of sixteen (16) consecutive hours unless prior approval is obtained from the appropriate Deputy Director or designated administrator.<sup>48</sup> If the sixteen (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>49</sup>

The Unit 6 agreements listed in Appendix P of the Collective Bargaining Agreement do not pertain to the Department of Transportation.<sup>50</sup>

#### 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 1/2) 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 1/2) hours overtime. Those employees who work more than two and one-half (2 1/2) 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 (1) 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 (1,250) 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. In any event, 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 TWO ~~Three~~ Grievance Meetings

Step TWO ~~Three~~<sup>51</sup> 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 meetings. This schedule serves to extend the time limits for any grievance which arrives too late to be scheduled for one (1) month, but which would otherwise be untimely in the following month.~~<sup>52</sup>

#### F. Tool Allowance

Auto Mechanics, Automotive Technicians and Auto Body Repair Workers shall receive an annual tool allowance of ~~\$500~~ \$250 payable no later than the second pay period of April, and each year of the contract thereafter.<sup>53</sup>

#### 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 annually payable no later than the second pay period in April, and each year of the contract thereafter.

<sup>47</sup> Moved in its entirety to beginning of section.

<sup>48</sup> Moved in its entirety to beginning of section.

<sup>49</sup> Deleted to prevent management from requiring employee to take leave if 16 hours ends in the middle of employees regular shift.

<sup>50</sup> Housekeeping.

<sup>51</sup> Housekeeping.

<sup>52</sup> Housekeeping.

<sup>53</sup> Tool allowance increases from \$250.00 to \$500.00.

## 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 Two ONE and have grievance rights through Step Three TWO.<sup>54</sup>

<sup>54</sup> Housekeeping.

## I. Cross-Training RESERVE AS PLACEHOLDER FOR FUTURE LANGUAGE

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.<sup>55</sup>

<sup>55</sup> Housekeeping.

## J. Office of Aviation

### 1. Flight Crew Duty Day

Flight Crew Duty Day is calculated from report time to one-half (1/2) hour after shutdown. Report time is normally one (1) hour prior to takeoff. 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 (8) 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 (8) hours will apply if the duty day is less than eight (8) 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. ATP (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 employee's 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~~\$500<sup>56</sup> 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.

<sup>56</sup> Tool allowance increases from \$250.00 to \$500.00.

### 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.

## K. Highway Technicians

### 1. Posting HT 1, 2, 3, HTES within a District

When the Agency has determined the need to fill a vacancy for any Highway Technician 1, the vacancy will be posted internally for five (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, 3M, 3C/M<sup>57</sup> 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 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.

<sup>57</sup> Incorporates new Highway Technician Titles.

The most senior Highway Technician within the district will be notified of their selection and start date within three (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, 3M, 3C/M<sup>58</sup> or HTES who bid internally. **EMPLOYEES WHO BID INTERNALLY AND WHO ARE NOT SELECTED MAY GRIEVE THE NON-SELECTION AND THE GRIEVANCE MAY BE HEARD AT NON-TRADITIONAL ARBITRATION FOR**

<sup>58</sup> Incorporates new Highway Technician Titles.



**RESOLUTION. ANY EMPLOYEE WITH AN ACTIVE SUSPENSION AT THE TIME OF THE POSTING SHALL HAVE NO RIGHTS TO GRIEVE NON-SELECTION.**<sup>59</sup> After all internal lateral postings under this process an HT 1 may be posted pursuant to Article 17, however, HTs within the district cannot bid on that vacancy posting.

<sup>59</sup> Internal bid denials can now be grieved to Non-Traditional Arbitration (NTA).

**2. 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.

**3. 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**

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 2,080 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 (7) or eleven (11) year period will be extended by the duration of approved (thirty (30) consecutive days or longer) disability, Workers' Compensation, or military leave.

Construction experience hours for all HT 3s cannot be earned until construction experience credited for HT 2 has actually been obtained.<sup>60</sup>

**4. Highway Technician Equipment Specialist (HTES)**

OCSEA and ODOT agree to create MAINTAIN<sup>61</sup> 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.<sup>62</sup>

<sup>60</sup> Moved to the Highway Technician MOU.

<sup>61</sup> Housekeeping.

<sup>62</sup> Housekeeping.

**HT Dispute Resolution, Testing & Enforcement Committee**

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 five (5) representatives from the Union and up to five (5) representatives from Management. Each party will choose its own representatives. A quorum shall be a minimum of two (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 thirty (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 three (3) working days of the hearing. The arbitrator will be selected by the parties and all costs will be shared equally.

If the parties do not meet to resolve an issue, the issue will automatically be heard by the arbitrator within sixty (60) days of the date of filing.

This committee will exist for the duration of this contract.<sup>63</sup>

<sup>63</sup> Moved to the Highway Technician MOU.

**L. Safety on Construction Projects**

After July 1, 2003 aAll<sup>64</sup> 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.

<sup>64</sup> Housekeeping.

**M. Probationary Period**

Effective March 1, 2003, aAll<sup>65</sup> 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. **UPON COMPLETION OF THE INITIAL ONE (1) YEAR PROBATIONARY PERIOD, EMPLOYEES WHO AUTOMATICALLY PROGRESS FROM A HIGHWAY TECHNICIAN 1 TO HIGHWAY TECHNICIAN 2 AND EMPLOYEES WHO AUTOMATICALLY PROGRESS FROM A HIGHWAY TECHNICIAN 2 TO A HIGHWAY TECHNICIAN 3 WILL NOT SERVE A PROMOTIONAL PROBATIONARY PERIOD.**<sup>66</sup>

<sup>65</sup> Housekeeping.

**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.

<sup>66</sup> Clarifies that no additional probationary period will be required once the initial probationary period has been met.

**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 RESERVE AS PLACEHOLDER FOR FUTURE LANGUAGE**

Project employees shall have no bid rights under Article 17 to permanent positions posted at ODOT.<sup>67</sup>

<sup>67</sup> Article 7 in main contract governs Project Employees.

**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 thirty (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 (5)~~ **THREE (3)**<sup>68</sup> 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.

<sup>68</sup> Housekeeping.

These employees who are not legally permitted to drive at work for more than thirty (30) calendar days up to one hundred twenty (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 (10)~~ **FIVE (5)**<sup>69</sup> 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 twenty (120) day period, they will be returned to their original classification and step at an available location within their district.

<sup>69</sup> Housekeeping.

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 one hundred twenty (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**

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 (e.g., 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-chaired 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**

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**

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.

**U. Reclassifications**

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.

**V. Respirator Medical Evaluation Procedure**

Employees allocated to HT 4 (except test lab track) in accordance with HT MOU will be required to complete an online respirator medical questionnaire within six (6) months of being reclassified to HT 4.

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 4s (except test lab track) will be required to complete the online 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 online medical questionnaire earlier than expected.

HT 4s 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 ninety (90) days will result in employee being demoted to HT 3.

HT 4s 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**

For the duration of this Agreement, the following MOUs and agreements entered into prior to March 1, 2003 as revised on May 13, 2008,<sup>70</sup> are incorporated into this Agency Specific Agreement.

<sup>70</sup> Housekeeping.

Guidelines for Discipline of Consistent Overtime Refusal

District Wide Positions

Engineer-in-Training **TRANSPORTATION CIVIL ENGINEER**<sup>71</sup>

<sup>71</sup> Housekeeping.

Flood Settlement **SPECIAL ASSIGNMENTS**<sup>72</sup>

<sup>72</sup> Housekeeping.

CDLs and License Requirements

Auto Tech Agreement<sup>73</sup>

<sup>73</sup> Housekeeping.

Parallel Series Agreement

Highway Technician MOU (SIGNED MARCH 11, 2015 Except as modified by this Agreement)<sup>74</sup>

<sup>74</sup> Housekeeping.

**BOOT PROGRAM**<sup>75</sup>

<sup>75</sup> Housekeeping.

**TEST LAB MOU**<sup>76</sup>

<sup>76</sup> Housekeeping.

**X. Supersession**

This Agency supplemental agreement supersedes any conflicting contractual language.

**Y. Non-permanent Highway Technicians or Highway Maintenance Workers**

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.).

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 1,000 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.

**DEPARTMENT OF VETERANS SERVICES<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 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 (3) classifications will be added to the Agency Specific Agreement for Department of Veterans Services to be randomly drug and alcohol tested:

6	54541	Boiler Operator 1
6	54542	Boiler Operator 2
4	42741	Qualified Pharmacy Technician

### 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:

(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 rosters 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.<sup>1</sup>~~

#### ~~B.C. Career Ladder AND WORKERS' COMPENSATION CERTIFICATION PROGRAM<sup>2</sup>~~

~~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 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~~

<sup>1</sup> When the employer determines that overtime is needed, it is offered to all employees in the affected area/department/section. Canvassing is not conducted and no rosters are maintained.

<sup>2</sup> Housekeeping.

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.

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.

**ADDITIONALLY, THE PARTIES MAY DISCUSS CROSS TRAINING INITIATIVES AT THE STATEWIDE LABOR/MANAGEMENT COMMITTEE. CROSS TRAINING MAY INCLUDE, BUT IS NOT LIMITED TO, EMPLOYER PROVIDED TRAINING, SEMINARS, AND ON-THE-JOB TRAINING OPPORTUNITIES. IMPLEMENTATION OF SUCH CROSS TRAINING INITIATIVES SHALL NOT CONSTITUTE A VIOLATION OF ARTICLES 17 OR 19.<sup>3</sup>**

<sup>3</sup> In order to assist employees in career movement, programs involving cross-training, mentoring and on-the-job training (OJT) may be discussed at the Statewide labor management committee.

#### **Workplace Conflict Management**

The BWC and the Union recognize the benefits of participating in Dispute Resolution and Conflict Management. The BWC and the Union agree to strongly encourage employees to utilize available resources to resolve employee conflicts.<sup>4</sup>

<sup>4</sup> Housekeeping.

#### **CD. Grievance Hearings or Other Meetings**

Pursuant to the provisions of Article 25.01 (G), ~~Step Three~~<sup>5</sup> **GRIEVANCE MEETINGS AND** 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 with UNION REPRESENTATION MAY~~ be considered **WITH MUTUAL AGREEMENT** on a case-by-case basis.<sup>6</sup>

<sup>5</sup> Housekeeping.

<sup>6</sup> Housekeeping.

#### **DE. OCOSH Employees**

All employees headquartered at OCOSH will be considered headquartered in Franklin County for purposes of Articles 17 and 18.

#### **EF. Performance Measures**

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.<sup>7</sup> Discussions concerning performance measures are appropriate for Labor/Management.

<sup>7</sup> Housekeeping.

#### **FG. Project Initiatives**

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>8</sup>

<sup>8</sup> Housekeeping.

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:

- Management will notify the Union of the decision to engage in work redesign and/or mapping process initiatives **PRIOR TO IMPLEMENTATION**;
- 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;~~<sup>9</sup>
- Both parties agree that the Labor/Management Committee is an appropriate venue to discuss this subject matter.

<sup>9</sup> Housekeeping.

#### **GH. Building Closures**

The BWC and OCSEA recognize 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>10</sup>

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.

<sup>10</sup> Housekeeping.

~~The BWC and Union local Labor/Management Committee met to discuss the details of a procedure to assign employees to alternative report-in locations.~~

<sup>11</sup> Housekeeping.

The procedure developed by the local Labor/Management Committee, meets the following parameters:<sup>11</sup>

**EACH BWC OFFICE/LOCATION HAS DEVELOPED PROCEDURES FOR REASSIGNING STAFF IN CASE OF A CLOSURE. THESE PROCEDURES SHOULD MEET THE FOLLOWING PARAMETERS:<sup>12</sup>**

- 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 location 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.

<sup>12</sup> Each office will have its own procedure, utilizing the parameters established by the Statewide labor management committee.

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".

JCOs 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-A-Post 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.

### **Health and Safety Committee**

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

### **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) ODYS agrees:
  - A) ODYS 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) ODYS 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**

The parties agree that all statewide agreements will be posted on the ODYS Intranet by the Bureau of Employee Relations. ODYS 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**

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**

There shall be no local agreements, excluding grievance settlements, without the signature of the OCSEA Operations Director with responsibilities for ODYS, the staff assigned as co-chair of the Statewide Labor/Management Committee and a ODYS 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 ODYS Central Office is made aware of the local agreement. OCSEA agrees not to move any grievances past Step Three of the grievance procedure for allegations of violations of a local agreement without the required signatures.

### **Managing Youth Resistance**

The guidelines for the statewide committee regarding Managing Youth Resistance are as follows:

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 institution's best practices regarding responses to verbal and physical resistance.
2. The site and academy 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**

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**

#### **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 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.
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.

#### **Mandatory Overtime<sup>1</sup>**

<sup>1</sup> Housekeeping.

7. Overtime opportunity errors (including being left off the voluntary overtime roster) shall be rectified 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.

#### **MANDATORY OVERTIME**

8. Mandated overtime shall track on a seven (7) day rotation. ODYS 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.
9. If an employee volunteers for eight (8) hours of 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.
10. Management shall mandate the least senior person on duty for overtime that has not been previously mandated in the cycle. Once the roster is exhausted, the process is repeated. The least senior employee on the day's schedule, that has not been mandated in the last seven (7) days, shall be mandated unless:
  - 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 #9.
  - 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.
  - G) The employee is within his or her first sixty (60) days of hire.
11. If Operations cancels the mandation prior to the JCO working the mandated hours, the hours do not count.
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 to be excused, the employee does not get another chance to be excused from mandatory overtime. The opportunity is lost.
13. Any mandated amount of time past the end of a shift counts as a mandation.

#### **Pick-A-Post Agreements**

Work area openings will be posted and filled pursuant to Appendix N of this Agreement; however, all ODYS work area openings will be filled in accordance with State seniority.

#### **Pick-A-Post Requirements**

Each agreement will be formatted with the standardized language, and templates agreed upon by the parties. The parties mutually agree to the following:

- 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 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 one hundred eighty (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.

The parties may meet and mutually agree to change portions of local Pick-A-Post Agreements without opening the entire Agreement.

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 Three on the date of impasse. The grievance will be immediately moved to Step Five 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.

### **Recruitment and Retention Committee**

The Recruitment and Retention Committee will be an independent joint Labor/Management Committee. The Recruitment and Retention Committee has the responsibility of fostering and assisting the development of retention and recruitment initiatives.

### **Roll Call Pay**

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 ODYS 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, and shall not 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**

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 DR&C 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 DR&C.

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~~**

~~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 day of administrative leave.<sup>2</sup>~~

<sup>2</sup> Article 24.06 in main contract governs pay while on 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.

### **Uniforms**

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) ODYS 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 to purchase his or her uniforms. This excludes the cost of shoes.~~
  - B) ~~The stipend will be distributed on a monthly basis of twenty-five dollars (\$25.00) per month.~~
  - C) ~~Staff must comply with the dress code policy.~~
  - D) ~~ODYS will provide waterproof lab coats for the drawing of blood, etc.~~
  - E) ~~ODYS will not provide money for the cleaning or repair of uniforms.~~

<sup>3</sup> Housekeeping.

### **Workplace Conflict Management**

ODYS and the Union recognize the benefits of participating in Dispute Resolution and Conflict Management. ODYS and the Union agree to strongly encourage employees to utilize available resources to resolve employee conflicts.

### **Community-Based Treatment Centers (CBTC)**

The Ohio Department of Youth Services (ODYS) with the assistance of the Division of Criminal Justice at the University of Cincinnati (UC) has designed several Community-Based Treatment Centers (CBTC). The impetus for developing these programs was findings from the 2005 evaluation of the Ohio RECLAIM funded programs indicating that moderate risk youth placed in an ODYS institution recidivated at a substantially higher rate than similar youth who were placed in the community. The vision of this initiative is to create an alternative placement for moderate risk youth committed to ODYS.

The purpose of this project is the development of regional sites so that juveniles can be diverted from institutional placement and treated where they live. This allows and requires significant emphasis on family involvement and effective reentry and transition services.

Wanting the implementation of CBTCs to be successful, the parties agree to the following:

### **CBTC Employee Selection**

1. CBTC Juvenile Correction Officer (JCO) positions shall require a valid driver's license.
2. Part-time positions shall be permanent and shall be identified as part-time in the vacancy posting.
3. ODYS may create a test or instrument for the CBTC JCO position to measure the following criteria: qualifications, experience, education, active disciplinary record. This test shall be in addition to the usual JCO assessment process.



4. All internal ODYS OCSEA candidates shall be considered for selection. Under Article 17.04 - Applications, the division of applications shall not apply. Under Article 17.05, the requirement to select promotion first, then lateral transfers, and then demotions shall not apply.
5. Once a candidate is selected, a notice shall be sent to all OCSEA applicants indicating who was selected. Non-selected applicants may file a non-selection grievance within seven (7) calendar days of notification directly to Step Three of the grievance procedure.
6. Prior to ODYS Article 17 Committee meeting, OCSEA Article 17 Committee will review the grievance to determine if the grievance should move forward to the ODYS Article 17 Committee. The non-selection grievance shall be heard before a ODYS Article 17 Committee made up of three (3) Management representatives and three (3) Union representatives (i.e., ODYS Assembly President, ODYS OCSEA Staff Representative, OCSEA Central Office Staff Member) within thirty (30) calendar days.
7. The OCSEA members of the ODYS Article 17 Committee shall have the authority to withdraw the grievance. The Committee also shall have the authority to settle the grievance. Should the non-selection grievance not be withdrawn or settled, it will be scheduled for an Article 17 NTA on the first available date by all parties.
8. If the selected CBTC JCO candidate is an internal hire, he/she shall serve an eight (8) month trial period.
9. If the selected CBTC JCO candidate is an initial hire, he/she shall serve a one (1) year probationary period. For initial hires, upon the completion of six (6) months service, a CBTC JCO shall receive a step increase in accordance with the Collective Bargaining Agreement.
10. The CBTC provider and ODYS shall decide if the employee has successfully completed his/her trial period or probation. The decision may not be grieved.
11. ODYS employees that transfer into a CBTC JCO position and do not successfully complete their trial period shall be returned to the facility from which they transferred. There shall be no break in seniority for any employee who transfers back under this provision. If their former shift and post are available, then they will be placed in their former shift and post. If their former shift and post are not available, they may select from the current shift and post vacancies or be placed in relief on their former shift until such time as they bid on a new post.

#### **CBTC Employee Scheduling**

1. The CBTC provider shall assign schedules based on operational and programmatic needs.
2. Schedules may include evening and weekend hours.
3. Appendix N shall not pertain to CBTCs.

#### **CBTC Employee Performance Evaluation**

1. The CBTC provider shall evaluate employees.
2. The CBTC provider shall use its performance evaluation form or a form created by the University of Cincinnati.
3. There shall be no performance evaluation appeals.
4. CBTC JCOs shall not be denied a step increase because of an overall unsatisfactory performance.

#### **CBTC Employee Discipline**

1. Employees shall follow CBTC provider work rules and policies.
2. Employees shall follow CBTC provider discipline grid.
3. In addition to the employee, CBTC provider shall notify ODYS and OCSEA Chapter President of any discipline. A grievance may be filed in accordance with the Collective Bargaining Agreement.
4. Only ODYS may terminate employment.
5. Should an employee transfer to a ODYS facility or region, any discipline received at the CBTC will not be considered active.

#### **CBTC Employee Grievances**

1. The Agency's designee for Step Two of the grievance procedure will be the CBTC provider's designee.
2. Since the CBTC provider can perform the work of absent employees, there shall be no grievances on supervisors performing bargaining unit work or missed overtime opportunities.

#### **CBTC Employee Training**

1. Employees shall be required to attend all University of Cincinnati CBTC trainings.
2. Employees shall attend all CBTC provider trainings, including therapeutic crisis trainings.
3. Initial hires shall not be required to attend ODYS basic pre-service training.
4. Should an employee initially hired at a CBTC later transfer to a ODYS facility, region, or Central Office, the employee shall complete ODYS basic pre-service training.
5. Employees shall not be required to attend ODYS mandatory in-service trainings.

#### **CBTC Employee Payroll**

1. Employees shall be paid by ODYS.
2. CBTC provider shall approve leave requests.
3. CBTC provider shall not be obligated to grant personal leave requests with forty-eight (48) hour notice.
4. There shall not be annual vacation requests unless CBTC provider policy allows for them.
5. Employees shall be paid overtime for each hour over forty (40) hours in an active pay status in any calendar week.
6. CBTC JCOs shall not follow the overtime parameters listed in the ODYS agency specific language.
7. CBTC JCOs shall be considered weather-essential employees.
8. Employees shall follow CBTC provider holiday schedule. ODYS will compensate the CBTC JCOs with the holiday pay provided in the State of Ohio - OCSEA Collective Bargaining Agreement regardless of the number of holidays the provider pays for.
9. There shall be no roll call pay.

#### **CBTC Employee Bumping**

1. CBTCs shall be in their own geographic jurisdiction.
2. Should a CBTC close and another CBTC does not exist, 18.14 agreements shall be entered into, provided there are vacancies.

## CBTC Employee Uniforms

1. Should the CBTC provider require a specific uniform, the CBTC provider will furnish the uniform.
2. There shall not be one hundred twenty-five dollars (\$125) per year stipend for uniform cleaning and repair.
3. Employees shall follow CBTC provider dress code.

The parties agree that provisions of the OCSEA - State of Ohio Collective Bargaining Agreement not specifically modified or exempted by this agreement shall have full force and effect.

## APPENDIX R – VOLUNTARY COST SAVINGS PROGRAM<sup>1</sup>

<sup>1</sup> No change.

Voluntary Cost Savings Program Plans shall offer employees three (3) options.

- A. Option #1 shall allow full-time employees the opportunity to reduce their biweekly 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. Employees participating in this plan shall maintain their full-time status for the purposes of leave accruals and 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.
- D. All employees (except project employees) who have completed their initial probationary period shall be eligible to participate in this program.
- E. Participation in this program is strictly voluntary.
- F. Employees participating in this program shall not be eligible for unemployment benefits.
- G. 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.
- H. 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.
- I. 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.
- J. 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.

## APPENDIX S – IT AGREEMENTS<sup>1</sup>

<sup>1</sup> No change.

This appendix reflects the IT language that becomes effective once an agency has transitioned to the new IT classifications.

### 1. Article 17

The IT classification project has been a joint effort that has resulted in a brand new model for classifications. The transition of the State of Ohio IT workforce has begun and the parties agree that there remains the potential for a pilot project to enhance and better the State IT workforce through Article 17 selections. Therefore, the parties agree that under the current Collective Bargaining Agreement, the parties may explore and create, by mutual agreement, an Article 17 pilot project which will affect the new IT classifications. Should such a project be created, a Letter of Agreement, pursuant to Article 43.03 - Mid-Term Contractual Changes will be required.

### 2. Article 18 - Layoff Procedure for New IT Classification Titles

Section I below replaces section 18.04 of the Agreement for the new IT classification titles.

#### I. Bumping in the Same Office, Institution, or County

The affected employee may bump the least senior employee in an equal or lower position in the same, similar, or related class series within the same office, institution, or county (see Appendix I). Displacement shall occur in the following manner:

- A. Bump the person with the least state seniority in the same classification title where the employee is minimally qualified in the same primary technology as defined in their position description.
- B. Bump the person with the least state seniority in the same classification title where the employee is minimally qualified, as defined in their position description, in the least senior person's primary technology.
  1. Employees in IT Consultant Architect series who are unable to bump pursuant to (A) and (B) may then bump the least senior person in IT classifications in a lateral pay range where they possess minimum qualifications to perform the primary technology/domain as defined in the least senior person's position description. If there are two (2) or more technology/domains, the primary technology/domain listed in the position description will determine the classification series where the displaced employee will exercise (C) - (D) as outlined below.

2. Employees in the Information Technology series who are unable to bump pursuant to (A) and (B) may then bump the least senior person in IT classifications in a lateral pay range where they possess minimum qualifications to perform the primary technology as defined in the least senior person's position description. If there are two (2) or more technologies, the primary technology listed in the position description will determine the classification where the displaced employee shall bump.
  - C. Bump the person with the least state seniority in the next lower classification title in the classification series from which they were displaced where the employee is minimally qualified in the same primary technology as defined in their position description.
  - D. Bump the person with the least state seniority in the next lower classification title in the classification series from which they were displaced and are minimally qualified, as defined in their position description, in the least senior person's primary technology.
  - E. If no bumping options are available in the same classification series, affected employees can bump the least senior person in the Information Technology series starting with a lateral movement into the Information Technology series, then in descending order.
- II. Application of Other Article 18 Sections for New IT Classifications Titles
- A. Article 18.05 is incorporated as written except all 18.05 references to "bumping order in accordance with 18.04" shall be conducted pursuant to the order outlined above in section (I). Where 18.05 references bumping into vacancies, IT employees shall bump into vacancies with the same classification where minimally qualified in the vacancies' primary technology.
  - B. All other Article 18 sections apply as written except for those modified above in (I) and (II).

### 3. Position Description Agreement

The evolution and transition of the State of Ohio workforce into the new Information Technology classifications has placed an unprecedented level of importance on position descriptions. Position descriptions will now be heavily relied upon to define the technologies necessary to the position along with determining when employees exercise various rights in the contract such as Articles 17 (promotions) and 18 (bumping) within the IT sector. Therefore, a process has been developed where bargaining unit members have a right to challenge technologies listed in the position description.

The Employer shall continue to abide by Article 22 - Performance Evaluations in the current collective bargaining agreement. During an employee's annual performance evaluation, the position descriptions shall be discussed and/or updated as necessary. Position descriptions shall also be updated on an ongoing basis where necessary.

It is the purpose of this Agreement to implement with the express consent of all the parties the following IT position description review process for all state agencies utilizing IT classifications:

1. All IT positions shall contain a primary technology which is the technology the employee uses to accomplish the most important duties of the position. This primary technology shall be listed on the position description. The position description may also contain one or more secondary technologies necessary to accomplish the balance of the duties. Any secondary technology must be required to accomplish the job duties and used at least twenty percent (20%) of the time to be listed on the position description.
2. If an employee believes the primary and/or secondary technologies listed on his/her position description are inaccurate, he/she shall discuss it with the supervisor. If the Employer does not update the position description within ten (10) working days as requested, the employee has the opportunity to file a grievance. This grievance will be an issue grievance and the grieved issue will be limited to technologies within the position description. Duties within a position description are not grievable. Nothing in this section abridges any rights pursuant to Article 19.
3. The employee shall file the grievance in accordance with Article 25. The grievance will proceed through Steps 1 through 3 of the grievance procedure.
4. If the grievance is denied at Step 3, the employee may appeal the grievance to the Office of Collective Bargaining.
5. Once the grievance is received by the Office of Collective Bargaining it will be scheduled for arbitration. The decision by the Arbitrator shall be binding.
6. In the case where a position description has been changed within thirty (30) days prior to the date of the announced layoff pursuant to Ohio Revised Code 124.321, the previous position description will be used to determine rights as applied in Appendix S, Section 2. Employees cannot grieve their IT position descriptions once a layoff has been announced pursuant to the Ohio Revised Code 124.321 through the effective date of the layoff.

### **APPENDIX T – FURLOUGH<sup>1</sup>**

**EMPLOYEES MAY BE FURLOUGHED ON A NON-PERMANENT BASIS, BASED ON A LACK OF FUNDING FROM THE FEDERAL GOVERNMENT, AT THE EMPLOYER'S DISCRETION. THE EMPLOYER SHALL PROVIDE A STATEMENT OF EXPLANATION TO CENTRAL OFFICE OCSEA REGARDING A POTENTIAL FURLOUGH AND WHICH EMPLOYEES ARE EXPECTED TO BE SUBJECT TO A FURLOUGH. THE EMPLOYER MAY UPDATE SUCH STATEMENT AND LIST OF EMPLOYEES AS NEEDED.**

<sup>1</sup> An employee whose position is fully or partly funded by Federal funds may be subject to furlough in the event of a Federal government shutdown.

#### **A. PROCEDURES**

1. THE EMPLOYER WILL MAKE A GENERAL ANNOUNCEMENT USING ITS USUAL AND CUSTOMARY MEANS OF AGENCY-WIDE COMMUNICATIONS APPROXIMATELY FOURTEEN (14) DAYS BEFORE SUCH FEDERAL FUNDS MAY BE INTERRUPTED. AT LEAST TWO DAYS' NOTICE SHALL BE PROVIDED TO ANY IDENTIFIED EMPLOYEE PRIOR TO A FURLOUGH, AND WHEN PRACTICABLE, A LONGER NOTICE WILL BE PROVIDED. THE NOTICE SHALL INDICATE THE DATE A FURLOUGH IS TO BEGIN.<sup>2</sup>
2. DURING A FURLOUGH, EMPLOYEES SHALL NOT REPORT TO WORK. EMPLOYEES WILL BE NOTIFIED BY THE EMPLOYER OF THE DATE THAT THEY ARE EXPECTED TO RETURN TO WORK. THE EMPLOYER MAY EXTEND A FURLOUGH BASED ON THE DURATION OF THE LACK OF FUNDING FROM THE FEDERAL GOVERNMENT

<sup>2</sup> The employer will make a general notice to all employees who might be affected by a furlough. At least 2 days prior to the start of the furlough, notice will be given to the individual employees who will be affected by a furlough.

AND SHALL PROMPTLY NOTIFY EMPLOYEES OF ANY CHANGES TO THE RETURN TO WORK DATE. HOWEVER, A FURLOUGH SHALL NOT EXCEED FOUR (4) WEEKS FOR ANY INDIVIDUAL EMPLOYEE, EXCEPT AS DESCRIBED IN SUBSECTION (A)(4) BELOW. ANY EMPLOYEE WHO DOES NOT RETURN TO WORK WHEN NOTIFIED, AND IS NOT ON AN APPROVED, SCHEDULED LEAVE, MAY BE SUBJECT TO DISCIPLINARY ACTION.<sup>3</sup>

3. AN EMPLOYEE ON AN UNPAID LEAVE OF ABSENCE AT THE TIME OF A FURLOUGH SHALL REMAIN ON AN UNPAID LEAVE OF ABSENCE UNTIL THE EXPIRATION OF THE UNPAID LEAVE OF ABSENCE. AT THE EXPIRATION OF THE UNPAID LEAVE OF ABSENCE, THE EMPLOYEE MAY BE IMMEDIATELY SUBJECT TO FURLOUGH. IF THE UNPAID LEAVE OF ABSENCE IS OPEN-ENDED, THE EMPLOYEE SHALL REMAIN ON THE UNPAID LEAVE OF ABSENCE AT LEAST UNTIL THE END OF A FURLOUGH.<sup>4</sup>
4. IF DURING OR AT THE END OF A FURLOUGH PERIOD, A LAYOFF OR ABOLISHMENT OF POSITIONS IS NECESSARY, THE EMPLOYER SHALL FOLLOW THE PROVISIONS OF ARTICLE 18. DURING THE NOTICE PERIOD FOR A LAYOFF REQUIRED BY THE COLLECTIVE BARGAINING AGREEMENT OR THE OHIO REVISED CODE, THE EMPLOYEE(S) SHALL REMAIN ON FURLOUGH.<sup>5</sup>
5. THE EMPLOYER WILL MAKE A GOOD FAITH EFFORT TO FIRST SEPARATE THOSE NON-PERMANENT EMPLOYEES WHO ARE IN THE SAME FUNDING STREAM AND WHO PERFORM SIMILAR WORK AS PERMANENT EMPLOYEES POTENTIALLY SUBJECT TO FURLOUGH PRIOR TO FURLOUGHING ANY PERMANENT EMPLOYEE. THE EMPLOYER WILL MAKE A GOOD FAITH EFFORT TO CONSIDER SENIORITY IN THE DECISION TO FURLOUGH PERMANENT EMPLOYEES WHO ARE IN THE SAME FUNDING STREAM AND WHO PERFORM SIMILAR WORK.<sup>6</sup>

<sup>3</sup> Furloughs will last no longer than 4 weeks.

<sup>4</sup> Describes the process to transition to furlough status when an employee is already on an unpaid leave of absence when a furlough occurs.

<sup>5</sup> Describes the process to transition from furlough status to layoff under Article 18.

#### B. TERMS OF FURLOUGH

1. DURING A FURLOUGH, EMPLOYEES SHALL NOT RECEIVE COMPENSATION FROM THE EMPLOYER, EXCEPT AS PROVIDED BY THIS APPENDIX.<sup>7</sup> 2. DURING A FURLOUGH, THE EMPLOYER WILL PAY BOTH THE EMPLOYER'S SHARE AND THE EMPLOYEE'S SHARE OF HEALTH INSURANCE PREMIUMS IF THE EMPLOYEE IS ENROLLED AT THE TIME OF A FURLOUGH AND CONTINUE CONTRIBUTIONS TO UBT AND UET. UPON RETURN TO WORK, THE EMPLOYEE MUST REPAY THE EMPLOYEE'S SHARE OF THE HEALTH INSURANCE PREMIUMS. THE EMPLOYEE SHALL BE PLACED ON A REPAYMENT PLAN ALLOWING FOR REPAYMENT IN AN AMOUNT NOT TO EXCEED \$50.00 A PAY PERIOD UNLESS THE EMPLOYEE AGREES TO A GREATER AMOUNT. IF AN EMPLOYEE DOES NOT RETURN TO WORK FROM A FURLOUGH, THE EMPLOYEE MUST REPAY THE EMPLOYEE'S SHARE OF THE HEALTH INSURANCE PREMIUMS UPON SEPARATION AND SUCH AMOUNT MAY BE DEDUCTED FROM THE EMPLOYEE'S FINAL PAYCHECK.<sup>8</sup> 3. EMPLOYEES SHALL CONTINUE TO ACCRUE LEAVE BASED UPON THE EMPLOYEE'S ESTABLISHED WORK HOURS WHILE ON FURLOUGH. EMPLOYEES SHALL NOT BE ELIGIBLE TO USE ANY ACCRUED LEAVE DURING A FURLOUGH.<sup>9</sup>
4. EMPLOYEES SHALL CONTINUE TO EARN SENIORITY AND SERVICE CREDIT DURING A FURLOUGH, FOR PURPOSES OF VACATION ACCRUALS AND LONGEVITY, AS LONG AS THE EMPLOYEE RETURNS TO WORK.<sup>10</sup>
5. OTHER THAN THE COMPENSATION DESCRIBED IN THIS APPENDIX, EMPLOYEES ON FURLOUGH SHALL NOT BE ELIGIBLE FOR ANY OTHER COMPENSATION UNDER THE COLLECTIVE BARGAINING AGREEMENT.
6. THE EMPLOYER AGREES NOT TO CONTEST A FURLOUGHED EMPLOYEE'S APPLICATION FOR UNEMPLOYMENT BENEFITS. BECAUSE THE FURLOUGH CANNOT EXCEED FORTY-FIVE (45) CALENDAR DAYS AS SET FORTH HEREIN, THE EMPLOYER AGREES TO TAKE ALL NECESSARY ACTIONS SO EMPLOYEES DO NOT HAVE TO MEET JOB SEARCH REQUIREMENTS IN ORDER TO QUALIFY FOR UNEMPLOYMENT BENEFITS, INCLUDING THE REQUIREMENT OF NOTIFICATION TO THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES WITHIN TEN (10) DAYS AFTER THE FURLOUGH IF WORK IS EXPECTED TO BE AVAILABLE WITHIN FORTY-FIVE (45) CALENDAR DAYS AS SET FORTH IN ORC 4141.29. THE EMPLOYER'S COMPLIANCE WITH THIS PROVISION DOES NOT GUARANTEE AN AWARD OF UNEMPLOYMENT BENEFITS.<sup>11</sup>
7. THE STATE WILL REIMBURSE COVERED EMPLOYEES FOR LOSS OF FEDERALLY FUNDED WAGES WHILE ON FURLOUGH. IN ORDER FOR SUCH REIMBURSEMENT TO OCCUR, THE WAGES MUST BE PROVIDED BY THE FEDERAL GOVERNMENT AND SPECIFICALLY DESIGNATED BY CONGRESS FOR WAGE REIMBURSEMENT. ANY REIMBURSEMENT TO EMPLOYEES SHALL BE OFFSET BY ANY UNEMPLOYMENT BENEFITS RECEIVED OR ANY INTERIM WAGES THE EMPLOYEE RECEIVED WHILE ON FURLOUGH.<sup>12</sup>

<sup>6</sup> Commits the employer to furlough non-permanent similarly situated employees first.

<sup>7</sup> The furloughed employee receives no wages while on a furlough.

<sup>8</sup> The furloughed employee will receive healthcare, UBT and UET. Also clarifies the repayment process for the employee's share of healthcare after the employee returns to work.

<sup>9</sup> The furloughed employee will still accrue leave while on a furlough.

<sup>10</sup> The furloughed employee will earn seniority and service credit while on a furlough as long as they return to work afterward.

<sup>11</sup> The employer will not contest unemployment benefits and the employee will not be subject to the job search requirements for receipt of unemployment compensation.

<sup>12</sup> The furloughed employee can be paid retroactively if restored Federal funding is specifically designated for wage reimbursement. The wage reimbursement would be reduced by any unemployment compensation received while on furlough.

**NOTES:**



# Tentative Agreements

**A special pre-ratification  
report on contract bargaining  
from the OCSEA/AFSCME  
Negotiating Team**



**LOCAL 11      AFL-CIO**

***Ohio Civil Service  
Employees Association***

**PUBLIC EMPLOYEE QUARTERLY**

390 WORTHINGTON ROAD, STE. A  
WESTERVILLE, OH 43082-8331

