



# *Tentative Agreement*

## **Keep this report.**

The contract language contained in this Tentative Agreement will serve as a temporary contract, presuming ratification.

Check with your chapter officers regarding dates for contract ratification meetings or "Road Shows," as well as voting deadlines.



## **2021-2024 Contract**

Between the State of Ohio and  
The Ohio Civil Service  
Employees Association

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# Union gains largest wage deal since Recession, Fact Finding avoided

After months of bargaining fits and starts, the OCSEA Bargaining Team’s persistence has finally paid off. The State of Ohio and OCSEA Bargaining Teams have agreed to a wage package that is the largest for state employees since the Great Recession. If ratified, the Tentative Agreement will give a 9% wage increase to state employees over the three years of the state contract (3%, 2021; 3%, 2022; 3%, 2023). It’s the largest wage package for OCSEA bargaining unit employees since the 2006-2008 State Contract.

The deal means both sides have avoided going before a Fact Finder, which is often risky and would have put the decision over wages in the hands of a third party, with no chance of appeal.

Additionally, the union bargaining team was able to preserve the emergency pay language (Article 13.15) that the State wanted to eliminate.

From the start, bargaining had been a rollercoaster, especially given that the State claimed the pandemic was giving the state economic uncertainty and was preventing them from being able to pay a reasonable wage. Their initial economic proposal was to decrease state employee pay by 4%, freeze steps and institute Cost Savings Days that would have decreased state employee pay another 4%.

“The environment wasn’t in our favor from the start,” explained OCSEA President **Chris Mabe**. “But the union team didn’t give up until we

got a contract and a wage package that was reasonable and fair. Did we get everything we wanted? No, we didn’t. But we protected important contract language and negotiated an economic package that will make a difference in the lives of our members,” said Mabe.

“Early on, there was a lot of uncertainty and it was hard to predict if the state was headed into a recession,” said OCSEA Chief Spokesman **Mike Duco**. “But as the economic picture became clearer, we knew the State could afford to pay. We also knew OCSEA members have sacrificed and sacrificed, especially now. We just had to make our case, and stick to our guns,” he said.

If the Tentative Agreement is ratified by the OCSEA membership, OCSEA bargaining unit employees will receive a 3% percent general wage increase in each year of the three-year agreement, no step freezes and no Cost Savings Days.

The union team had already TA’d Health Care with no changes and signed an agreement that gives the union a seat at the table on telework.

“Health care and economics were the priorities of our members and that’s what we stayed focused on,” said OCSEA Vice President **Rocky Jolly**. “That strategy paid off,” he said.

“The OCSEA Negotiating Team went to the mat on this,” said OCSEA Secretary-Treasurer **Kathy Gersper**. “Now, we’ve got an agreement that begins to make up for some of the sacrifices our members have made,” she said. □

# Member priorities guide Union Bargaining Team

Prior to every negotiations, the union takes a survey of the membership to find out what members' priorities are for the State contract. In years past, those priorities have varied some. Last contract, personal leave was high on the priority list as well as preserving workplace bidding rights under the union's pick-a-post and work area agreements in 24/7 facilities. But wages and health care are always in the top five of members' wish list.

This year, wages and health care *far outweighed* all other priorities, with step increases and seniority coming in at numbers 3 and 4, respectively. "For many union families, the pandemic has been an economic gut punch," said OCSEA President **Christopher Mabe**.

Even though union members, including OCSEA members, were less likely to have

job loss or income reduction, many members had someone in their family, be it a spouse or child, who was hard hit by the pandemic's economic impact.

"For these reasons, the OCSEA Bargaining Team made sure they were laser focused on members' economic priorities," said Mabe. Wages were top in their minds, but also protecting step and longevity increases and ensuring there weren't other economic takeaways through things like higher health care costs, explained Mabe.

## Health Care

Three years ago during contract negotiations, Article 20 — Health Care, unfortunately, went to Fact Finding. Not only was the State trying to implement a high deductible plan, they wanted to eliminate the power of the Joint Health Care Committee (JHCC). The JHCC

**"The Union Team used their wide array of experiences to really look at and think through our proposals and positions. We didn't simply do things because we have always done them. We used it as an**

**opportunity to focus on our members' needs. That strategy paid off in the end."**

Gerard "Rocky" Jolly,  
School for the Blind,  
OCSEA Vice President



is a labor/management committee that gives the union the power to be at the table on health care and to ensure costs are in line and the plan is robust. The Fact Finder, thankfully, kept that important committee intact.

"This year, the union's persistence at fighting for that committee paid off," said OCSEA Vice President **Rocky Jolly**. "The management and union teams, with the hard work of the JHCC, were able to Tentatively Agree to Health Care early on in the negotiating process. That meant that Health Care could not be used as a bargaining chip by management once the team got to the economic articles," explained Jolly.

Nor were there any substantive changes in Health Care,

such as changes in co-pays or deductibles, and the union's Health Care plan continues to beat out its competitors. Many employers, especially in the private sector, have moved away from traditional plans like the State/Union plan, and have moved to high deductible plans, which means more out-of-pocket costs for employees. The State's high deductible plan that the Fact Finder gave the State last round of negotiations is voluntary ONLY.

## Telework

The bargaining survey also asked employees who were teleworking how important teleworking was to them. On a scale of "very important" to "not important" more than 90 percent of those surveyed who teleworked said it was "very

**"This Bargaining Team took on a battle we all knew was going to be one of our biggest challenges as a Union. And not only did we make it through it, we made gains! This is what solidarity is all about."**

Lisa Schroeder,  
Public Safety  
Bargaining Unit 7,  
OCSEA Bargaining  
Team Member





# Member priorities continued...

important” or “important.” About 15,000 State employees continue to telework. That’s why the bargaining team prioritized the issue during negotiations.

The Union team made its case to the State that telework not only saves money for employees in commuting costs, it also saves money for employers and has environmental benefits. According to a news article released during bargaining, sick leave in Ohio’s state administrative agencies plummeted last year—even during a pandemic. That helped the State’s bottom line in terms of costs and employee productivity. Additionally, the union argued, the State could downsize some of its commercial real estate over the long-haul to see even bigger savings.

“The reality is, the pandemic will be reshaping the way employees work now and well into the future,” said OCSEA Chief Bargaining Spokesman **Mike Duco**. “Many companies and organizations are already indicating they will continue to telework or adopt a hybrid model even after the pandemic,” he said. If government agencies don’t start to wrestle with these new realities, public human resource managers will continue to lag behind when it comes to recruiting and retaining top notch employees, Duco and the Team told the State.

Management pushed back on the Union’s arguments, claiming that they alone can determine how and where employees work, and that the downsides of telework, such as onboarding new employ-

ees, mentoring and employee social isolation, are already being felt.

But the union pressed on and was able to find a path forward that would bring the union to the table on this important issue. A new telework agreement will empower existing labor/management committees to have structured conversations about telework and any return to work orders.

For the first time, the Union will be able to give input on who remains teleworking and to bring in a third party to facilitate that conversation when necessary. It’s the goal of the Union for leaders at the local level to have nuanced conversations with management so they can show how telework is working in their agency and is mutually beneficial to both parties.

## Wages

Last year, it was unclear how COVID-19 would impact negotiations. All indications in the spring and summer were that the economic impact on Ohio’s economy would be massive, given that many businesses were closing or going on hiatus and that unemployment was at record highs. The hospitality industry, including restaurants, hotels and entertainment venues, were being hit especially hard.

But by the time the union bargaining team sat down with the State at the end of last year, while there was still some economic uncertainty, tax receipts were beating predictions and State revenues were increasing. And by the time the union got to

Mediation in February, it was clear that Ohio’s financial picture wasn’t as dire as they had predicted and that the State could afford a fair wage package.

In fact, in February, revenue numbers were exceptional: a full \$90 million dollars more than the state’s estimate. On top of that, the American Rescue Plan was passed in Congress, with an estimated \$11.24 billion predicted to be coming to Ohio. That took the State’s economic uncertainty out of the equation.

Now, the Union just needed to seal the deal and avoid Fact Finding. Often Fact Finder’s will follow the averages of other government entities who have recently bargained wages. According to the State Employees Relation Board, in 2020, the wage increase aver-

age for Ohio public sector workers was only 2.1 percent, and the rate of inflation was a pitiful 1.3 percent. So the union team knew going to Fact Finding was a risk they didn’t want to take.

“Adding Mediation days at the end of bargaining helped the Union Negotiating Team seal the deal,” said OCSEA Secretary-Treasurer **Kathy Gersper**. “It became clear then that the State wanted to get to a deal and avoid Fact Finding. The union was on board with that,” she said.

“With OCSEA members poised to get a 9 percent wage increase for the three years of the contract, it’s clear this contract will be one of the best contracts for any public entity in the State,” said President Mabe. “As such, we are recommending ratification,” he said.

□

**“Management threw everything at us but the kitchen sink: pay cuts, freezes, cost savings day, furloughs. But we knew we were on the right side of history, and we were NOT gonna back down. Now, we have a contract we can be proud of.”**



Lee Baxter, ODOT Bargaining Unit 6, OCSEA Bargaining Team Member

# Article by Article breakdown

When it was all said and done, the majority of OCSEA contract language was left unchanged or had housekeeping changes only. Despite being at odds over numerous contract articles including grievance rights, overtime pay, wages and Cost Savings Days, the union strategy of getting management off of the most damaging language helped the Union Bargaining Team embrace the priorities of the membership.

Some of those priorities included protecting OCSEA health care, securing a decent wage package, making sure the union is at the table on telework agreements and protecting the emergency pay language. The union team also pushed back against efforts by management to undermine OCSEA members' opportunities and expand management's rights and discretion.

Below is an article by article summary of the Tentative Agreement where substantive changes were made. See the complete annotated Tentative Agreement at the back of this document.

## – Article 1 – Recognition

A small change maintains that the State must notify the Union of any changes to classifications or the addition of new classifications within 14 days of their being filed with the Secretary of State. The change will allow the union to better understand when bargaining unit work is being eroded and moved to other classifications outside OCSEA's bargaining units.

## – Article 3 – Union Rights

The union was able to secure release time for new steward training. Union leaders will have the ability to host meetings at worksites where space is available on non-work time.

## – Article 4 – Check Off

Language was added from a Letter of Agreement pursuant to the Allen lawsuit.

## – Article 7 – Other Than Permanent Positions

Management wanted to expand the use of Temporary Working Levels to one year, as opposed to the current 120 days. Language was agreed on that will allow Temporary

Working Levels for special projects, but only up to 120 days unless mutually agreed to. This could be beneficial for some IT classifications who want additional experience outside their current job duties.

## – Article 8 – Labor/Management Committees

The Union Team got an important Letter of Agreement (LOA) on Telework that will allow existing labor/management committees to take up the topic of Telework, and for union leaders to have input into the process.

While the Telework LOA does not spell out who can or cannot telework (nor would the union likely have prevailed at Fact Finding on such a thing) the agreement is an important first step in the union having a say in the process of telework. This was a high priority for union members who are working at home during the pandemic.

## – Article 11 – Health and Safety

New language gives the union access to data on assaults and incident reports for 24/7 facilities.

## – Article 13 – Work Week, Schedules and Overtime

Even though Emergency Pay has seldom gotten used over the 34 years it's been in the OCSEA contract, Emergency Pay was a highly emotional issue given this last year with the pandemic. The State wanted to eliminate the language in its entirety, but the Union team held strong. The parties agreed to some changes the State wanted that would clarify that only those employees who report to work would be entitled to it. [These language changes/clari- fications don't impact the current emergency pay grievance.](#)

## – Article 17 – Promotions, Transfers, Demotions and Relocations

The union got management to come off of damaging language that would have prohibited the Union from being able to properly grieve the non-selection of promotions without access to the selection devices or testing. Language now lays out a process for the Union to continue to receive selection devices and tests at all steps of the grievance process that maintains the Union's right to successfully grieve non-selection of promotions.

## – Article 20 – Health Care

Health Care was TAed with no substantive changes, which means no changes in copays, premium percentage or other costs. Housekeeping changes were made that represent either current practice or corrections in grammar, or that deletes old language about previous coverage years.

## – Article 25 – Grievance Procedure

A Letter of Agreement spells out a process for virtual hearings for non-traditional arbitrations and mediations. In addition, language was added that says the parties will make every effort to exchange documents and witness lists within seven days of a grievance. Also, language was agreed to that allows grievances to move to Step 2 under certain circumstances. A written decision and rationale will be submitted by an arbitrator within 48 hours of a Non-Traditional Arbitration (NTA). Grievances regarding non-selection where the sole issue is minimum qualifications will first be mediated before moving to an NTA.

# Articles continued...

## – Article 29 –

### Sick Leave

Mutually agreed-to language establishes a statewide sick leave bank.

## – Article 30 –

### Other Leaves With Pay

Bereavement leave will start within five days of the death or the funeral. Because of the pandemic, members wanted more flexibility to grieve their loved ones and attend services that occur on a later date. Bereavement leave will be offered for parents that have experienced a miscarriage. Additionally, adoption/child-birth leave will be offered for parents who experience a still-birth and expands the leave to be taken within 1 year of the birth/adoption, instead of the current 6 weeks. Adoption expenses increase from \$2,000 to \$5,000.

## – Article 36 –

### Wages

The union was able to get a 9% wage increase for the three years of the State contract. That means members will receive a wage increase of 3% in 2021, 3% in 2022 and 3% in 2023. There were no changes in Step increases.

## – Article 39 –

### Subcontracting

A subcontracting pilot will assess contracting out processes in specific agencies with the goal of bringing the work in-house. The four new agencies involved in the pilot will be the following: Rehabilitation and Corrections, Transportation, Public Safety and Administrative Services.

## – Appendix M –

The union agreed to expand the number of Safety Sensitive classifications where drug testing is required by three positions, including: Amusement Ride and Game Lead Inspectors; Criminalists; and Evidence Intake Technicians.

## – Appendix Q –

### Agency Specific Agreement

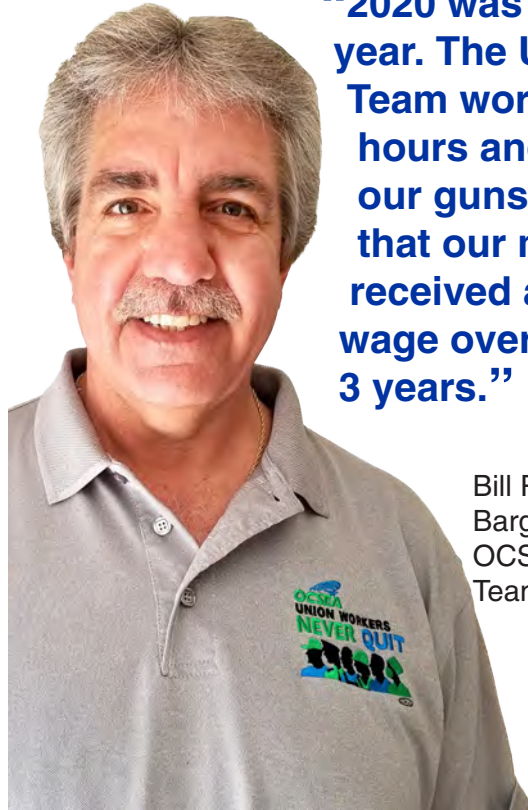
Most OCSEA Agency-Specific Bargaining Teams chose not to open their agency-specific agreements or made only housekeeping changes or clarifications of current practices. This was so the Main Table Union Negotiating Team could stay focused on the economic articles of interest to members. Two agency teams did come to some agreements: DAS and ODNR (read below).

### Department of Administrative Services

Agency-specific language requires DAS to canvass all full-time Security Officer and Radio Operator Bargaining Unit employees before part-time Bargaining Unit employees. It further requires DAS to offer full-time positions to current part-time Bargaining Unit employees in seniority order.

### Ohio Department of Natural Resources

The parties agreed to an increase in pay for Natural Resource Workers (NRWs). The increase was a way to address recruiting issues with that classification. New language extends the residency notification period for employees in Mineral Resource



**“2020 was a difficult year. The Union Team worked long hours and stuck to our guns to ensure that our members received a fair wage over the next 3 years.”**

Bill Rager, DR&C Bargaining Unit 9, OCSEA Bargaining Team Member

Management/Oil and Gas from 15 to 60 days. Dredge Operators will only need to give up 45 minutes of commute time, rather than an hour. Dispatch Center Operators will go from a Pay Range 28 to a Pay Range 29. Employer will reserve the right to deny this group personal leave on Memorial Day, July 4<sup>th</sup>, Labor Day and during Deer Gun Season.

## – Appendix T –

Union and management can sit down to discuss the furlough procedure outside the language of Appendix T, by mutual agreement. □

## – Appendix R –

This spells out the process for employees to take voluntary Cost Savings Days and remain in Active Pay Status.



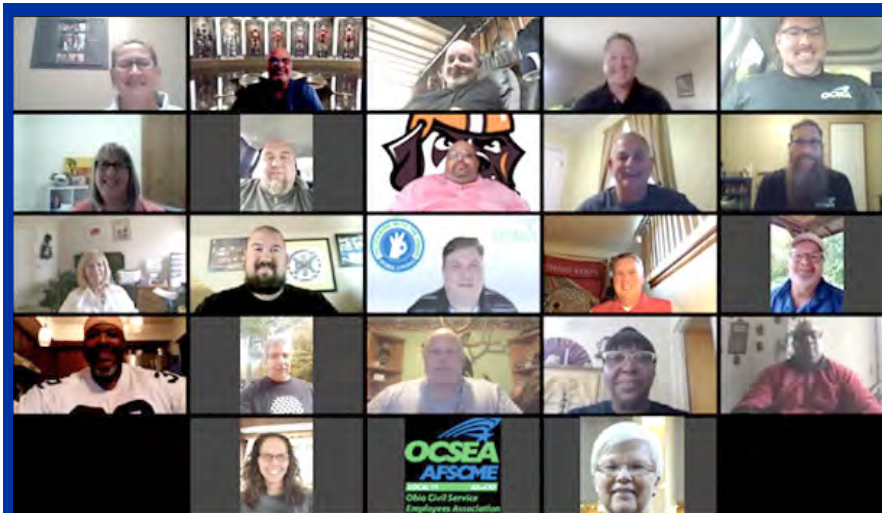
# Without OCSEA...

After bargaining is over, we always talk about the wins of a union contract. But about the “What Ifs” and the “What Could Have Beens”? A union voice at the bargaining table is essential, not only in securing a strong union contract in the end, but it’s also key in warding off any and all attacks management throws our way. Every contract bargaining cycle, management has a “wish list,” which includes those top items state managers would like to remove from or add to the contract to solidify their own power. Thanks to the OCSEA Bargaining Team, a lot of these State attempts at power grabs never make it into the union contract.

- **4 percent wage cut**
- **Mandating 10 Cost Savings Days that would have cut pay by another 4 percent**
- **Freezing steps**
- **Giving State ability to furlough employees**
- **Eliminating emergency pay language**
- **Reducing weather emergency pay**
- **Exempting overtime for higher pay ranges**
- **Expanding management’s ability to relocate and transfer employees**
- **Reducing members’ grievance rights for missed overtime and vacation leave denial**

For the last several months, state management has shown its true colors by attempting to undermine our members’ opportunities and to expand managements’ rights at every turn. The union bargaining team had to fend off vicious attacks on everything from wages, to steps, to Cost Savings Days and overtime pay for higher pay ranges. But the union team held their ground and was able to get management to back off the most damaging proposals including the following:

- **Restricting union’s ability to grieve non-selection for promotions under Article 17**
- **Making it harder to challenge classification reviews under Article 36.05**
- **Eliminating holiday pay for part-timers**
- **Extending length of time for Temporary Working Levels (TWL) to a year**
- **Eliminating language that expands military service members right to military leave beyond that available under law**



## 2021 OCSEA Bargaining Team

- Bargaining Unit 3 - *Wilson Humphrey, Doug Korba, Donald Eric Davison, Carl VanBibber, William Rager*
- Bargaining Unit 4 - *Jeana Campolo, Jason Underhill*
- Bargaining Unit 5 - *Jeff Condo*
- Bargaining Unit 6 - *Lyndon Baxter*
- Bargaining Unit 7 - *Charles Koch, Craig Martin, Lisa Schroeder*

- Bargaining Unit 9 - *Alan Koser, Eric Kusky, Annie Pleasant-Combs,*
- Bargaining Unit 13 - *Kelvin Jones*
- Bargaining Unit 14 - *Tim McAllister, Cathy Deck*

## 2021 Executive Board

- President — *Chris Mabe*
- Vice President — *Gerard “Rocky” Jolly*
- Secy-Treasurer — *Kathy Gersper*

# VOTING on the CONTRACT



Due to the pandemic, voting on the OCSEA/State of Ohio Tentative Agreement will be a little different this year. To ensure everyone has an opportunity to vote (including those OCSEA members who are teleworking), voting will take place electronically via State email for all OCSEA members. See below for more details on how to ensure your vote counts.

Ratification voting on the OCSEA Tentative Agreement will begin on March 29 and conclude on April 12 after the OCSEA informational Road Shows take place (see page 9 for Road Show information). **Active OCSEA members will receive a ballot link through their State email.** (A small number of employees who do not have a State email will receive the ballot link through their personal email.) Only active members can vote, not non-members.

Those union members who have signed up for texting, will also receive a ballot text link. They can vote either through their email or via texting. To ensure everyone has an opportunity to vote, postcards will also be mailed as a reminder to vote. Members can only vote once.

Members should contact their chapter president if they have any questions about voting. See the OCSEA website at [OCSEA.org/bargaining](https://www.ocsea.org/bargaining) for additional information and Road Show dates.

A MyOCSEA member account is required to access all news and bargaining content. If you have any questions, please contact the Member Resource Center at **1-888-OCSEA-11** or [mrc@ocsea.org](mailto:mrc@ocsea.org).



## Things to consider when voting:



**Voting YES:** Indicates your approval to ratify the Tentative Agreement.



**Voting NO:** Says that you reject the Tentative Agreement and authorize a strike.\*

*If the proposed contract is rejected, unresolved issues will be submitted to binding conciliation in accordance with Ohio law for the following job titles:*

- Correction Officers
- Correction Sergeants/Counselors
- Juvenile Correction Officers
- Firefighters/Lieutenant Firefighters
- Shooting Range Attendants
- Psychiatric Attendants
- Psychiatric Attendant Coordinators
- Security Officers 1
- Security Officers 2
- Youth Leaders (Blind/Deaf School)

\* 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.





# Contract Information:

## Local “Roadshows” go virtual to review contract

Regional contract information meetings or “Road Shows” are usually held to review the Tentative Agreement with leaders and interested members. **This year, because of the pandemic, those Road Shows will be held virtually via Zoom webinars.** OCSEA leaders, negotiating team members and staff will be in attendance to answer members’ questions about the Tentative Agreement. All OCSEA members are encouraged to attend.

It is vital that chapters send a representative to these Zoom Road Shows as contract voting cannot take place until after the scheduled Road Shows. To join one of the Road Shows, find the Zoom links at [ocsea.org/roadshows](https://ocsea.org/roadshows). A MyOCSEA member account is required to access all news and bargaining content.

The Zoom Road Shows will take place from Wed., March 24 through Sat., March 27. Voting via State email will then commence March 29 and conclude April 12. See Road Show Dates and Times.



### Zoom Road Show Dates and Times

Wed., March 24 at 6 p.m.

Thurs., March 25 at noon and 4 p.m.

Fri., March 26 at noon and 4 p.m.

Sat., March 27 at 10 a.m.

### Zoom Links at [ocsea.org/roadshows](https://ocsea.org/roadshows)

A MyOCSEA member account is required to access all news and bargaining content.



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pay for  
college?**

**Let OCSEA  
Les Best Scholarship  
help pay for your  
education!**

**Dues-paying  
members, spouses  
and dependents  
are eligible!**

**A total of \$12,000  
in scholarships to be  
awarded in Fall 2021.  
Will YOU  
be a winner?**

**Download an application at  
[ocsea.org/lesbest](https://ocsea.org/lesbest)  
Deadline to apply: April 30, 2021.**



# FREE COLLEGE



for **ALL** OCSEA members **and** extended family members!



In Partnership With  
**EASTERN GATEWAY**  
COMMUNITY COLLEGE  
Part of the University System of Ohio



In Partnership With

## FREE ASSOCIATE DEGREE

Thanks to your union, all OCSEA members and their extended family (*including nieces and nephews, aunts & uncles, and even in-laws*) can earn their associate degree from Eastern Gateway Community College—FOR FREE!

### AREAS OF STUDY:

- Associate of Arts, General Studies
- Criminal Justice
- Health Care
- Paralegal
- Teacher Education
- Professional Office Management
- Fire Science
- Business Management with *Optional Embedded Certificates*

## FREE BACHELOR'S DEGREE

The OCSEA bachelor's degree program with Central State University is now available to all dues-paying members and their family members, including children, dependents, grandchildren, spouses and extended family members (*including nieces and nephews, parents, aunts and uncles, and even in-laws*).

### AREAS OF STUDY:

- Business Administration
- Teacher Education Licensure
- Criminal Justice
- Interdisciplinary Studies - Humanities

# OCSEAEUCATION.ORG



# Tentative Agreement

*A special pre-ratification report on contract bargaining  
from the OCSEA/AFSCME Negotiating Team.*



# Tentative Agreement

on the pages  
that follow:

Please note: This Tentative Agreement (also known as the TA) includes only negotiated changes to articles and appendices. Those articles and appendices with “no changes” are not reprinted in this document. For the purposes of contract voting, please reference the most recent contract book between OC-SEA and the State of Ohio. “No changes” language is indicated in the annotation column.

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.

Any Letters of Agreement (LOAs) or Memorandums of Understanding (MOUs) will appear at the end of this document. These are published for informational and reference purposes only and will not appear in the final printed state contract.

# ARTICLES

## PREAMBLE<sup>1</sup>

<sup>1</sup> No change.

## ARTICLE 1 – RECOGNITION

### 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~~ shall provide the Union ~~of its decision to establish~~ all new classifications specifications and changes to classification specifications, regardless of bargaining unit status, within fourteen days (14) days of filing with the Secretary of State<sup>1</sup>. 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.

## 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.

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 **including up to eight (8) hours, in a minimum of four (4) hour increments, of release time during the employee's scheduled work hours for a new steward to attend Union hosted new steward training**<sup>1</sup>. 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 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.

### 3.04 - Meeting Space

**The Union may host meetings at worksites where OCSEA is customarily permitted and space is available. These meetings shall only be held during employee breaks, lunch, before or after shift, and during non-worktime. The Agency reserves the right to restrict access to the premises/building outside of premises/building hours. OCSEA shall provide no less than twenty-four (24) hours' notice to the Agency in advance of such meeting.**<sup>2</sup>

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 and Addiction Services, 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

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.

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>1</sup> New language to address leave for new stewards' training.

<sup>2</sup> New language. Union meetings to be held during non-working time. Meetings to be held on agency premises when available. Agency may restrict access outside of building hours.

### 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~~<sup>3</sup> 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
- DPS Assembly<sup>4</sup>
- DR&C Assembly
- DYS Assembly
- Executive Board Meeting
- ~~Fair Share~~ Membership<sup>5</sup> Committee
- MHAS/DODD/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

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<sup>3</sup> Housekeeping. "Fair share" no longer proper term.

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<sup>4</sup> Assembly added.

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<sup>5</sup> Committee name changed.

than seven (7) days in advance, except where circumstances make such notice impossible. Any grievance under this Section shall be filed at Arbitration to be arbitrated as soon as possible.

The President, Vice President, and Secretary-Treasurer 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.

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

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 Away from Job Duties for Union Work**

Each Agency may require that all requests for any form of time away from job duties pursuant to this Article be made by completing a form or log provided by the Agency. No employee will be 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 and the time the employee returns to the employee's job duties. 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 procedure with their supervisor.

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**

### **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 deduct biweekly membership dues payable to the Union, upon receipt of a voluntary, written OCSEA individual membership card and authorization for payroll deduction form from any bargaining unit employee ("Card"). The Union shall develop and maintain the Card, and the Card shall comply with all applicable federal and state laws and regulations as well as any Executive Orders. The Union shall ensure that the Card contains sufficient identifying information in order to allow the Employer to identify the employee named on the Card in order to permit proper processing of the Card. If such information is not provided, then the Employer is not obligated to deduct membership dues. Employee membership in the Union is voluntary and is not a condition of employment.**

~~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.~~ **The Employer will also deduct biweekly voluntary contributions to the Union's political action committee (PEOPLE) upon receipt of a voluntary, written OCSEA individual authorization form from any bargaining unit employee ("PEOPLE Card"). The Union shall develop and maintain the PEOPLE Card, and the Card shall comply with all applicable federal and state laws and regulations as well as any Executive Orders. The Union shall ensure that the PEOPLE Card contains sufficient identifying information in order to allow the Employer to identify the employee named on the PEOPLE Card in order to permit proper processing of the PEOPLE Card. If such information is not provided, then the Employer is not obligated to deduct PEOPLE contributions.**

**The Union shall ensure that any Card or PEOPLE Card developed, maintained, or signed after the effective date of this Agreement complies with all applicable federal, state, and local laws and regulations, and any Executive Orders. The Union shall indemnify and hold harmless the Employer from and against any liability incurred to any third parties and any and all claims, suits, orders, or judgments brought against the Employer that arise from: the Card or PEOPLE Card, including any deduction of membership dues or PEOPLE contributions by the Employer.**<sup>1</sup>

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 Reserved for Future Use**

~~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 61st 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.~~

<sup>1</sup> Reflects agreed upon changes in the Letter of Agreement (LOA) from the *Allen* court case (U.S. District Court for the Southern District of Ohio Eastern Division).



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 61st day.

#### **4.03 - Maintenance of Membership Continuation of Dues Deductions**

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. The Employer shall continue dues deductions for all employees in the bargaining units who were members of the Union as of the effective date of the Letter of Agreement between the parties dated July 7, 2020. The Union shall permit employees who are members of the Union pursuant to the version of the OCSEA membership application and authorization for payroll deduction in use under the 2018-2021 Agreement and who have not signed any subsequent membership application and authorization for payroll deduction, to resign their membership and revoke authorization for payroll deduction at any time upon submission of written notice to the Union at its principal office. The Union shall honor such resignations and revocations effective on the date received. Upon receiving notice of any such resignation and revocation, the Union shall provide timely notice of each such resignation and revocation to the Employer.

#### **4.04 - Religious Accommodation Pursuant to Title VII Reserved for Future Use**

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.<sup>2</sup>

#### **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>**

## **ARTICLE 6 – PROBATIONARY EMPLOYEES<sup>1</sup>**

## **ARTICLE 7 – OTHER THAN PERMANENT POSITIONS**

### **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.

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<sup>2</sup> Reflects agreed upon changes in the Letter of Agreement (LOA) from the *Allen* case.

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<sup>1</sup> No change.

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<sup>1</sup> No change

### 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, or to complete a specific assignment or project. All temporary working level assignments used either to fill a vacant position during the posting and selection process and or to complete assignments for specific assignments or projects<sup>1</sup> 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.

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<sup>1</sup> New language addresses individuals assigned to special projects.

## ARTICLE 8 – LABOR/MANAGEMENT COMMITTEES

### 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.

**I. Agency Labor Management committee discussions on telework will be governed by the Telework Letter of Agreement. The Telework Letter of Agreement shall remain in effect through the duration of the 2021-2024 OCSEA Collective Bargaining Agreement. The Telework Letter of Agreement shall expire at the conclusion of the 2021-2024 OCSEA Collective Bargaining Agreement unless mutually agreed to otherwise.<sup>1</sup>**

**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.

<sup>1</sup> New language. Limits discussion of telework to the Teleworking Letter of Agreement (LOA). LOA effective through expiration of 2024 Collective Bargaining Agreement.



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

<sup>1</sup> No change.

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

<sup>1</sup> No change.

## ARTICLE 11 – HEALTH AND SAFETY

### 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 Occupational Safety and Health Administration (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 Cardiopulmonary Resuscitation (CPR)**

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. Receive data of assaults on staff and rules infractions regarding inmate(s) and youth(s); such reports will not include any resident, client, patient, youth and/or inmate names or identifying information, when required:<sup>1</sup>**

**FG.** Promote health and safety education; and

**GH.** Maintain and review minutes of all committee meetings.

**HI.** 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.

## **ARTICLE 13 – WORK WEEK, SCHEDULES AND OVERTIME**

#### **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 and Addiction Services, 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 and Addiction



Services, 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 not withstanding provisions of Section 24.06 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 seniority roster to perform said overtime. Such mandatory overtime shall be rotated among those employees who are listed on the seniority roster and such process shall supersede more restrictive agency specific provisions. 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 call-back 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 work (e.g. directed not to report to work or sent home from work and not directed to telework)<sup>1</sup> 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 work at the location of the declared emergency (when others are not required to work)<sup>2</sup> ~~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 are required to work at the location of the declared emergency (when others are not required to work)<sup>3</sup> during a weather emergency declared under this Section shall receive a stipend of eight dollars (\$8.00) per hour worked. Employees (essential or non-essential) who are teleworking, directed to telework, or directed to work at an alternative work location shall not be entitled to payment under this Section.<sup>4</sup>

An emergency shall be considered to exist when declared by the Employer Director of the Department of Public Safety,<sup>5</sup> 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 directing sending essential employees home or instructing them not to report for work or sending them home (on leave or to telework)<sup>6</sup> once a weather emergency has been declared. Employees who are non-essential may also be required to work during a declared weather emergency.<sup>7</sup> 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 Director of the Department of Public Safety<sup>8</sup> ~~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, or to an alternative location<sup>9</sup> so that such employees are not performing unnecessary road or travel-related duties during days or shifts of especially inclement weather.

<sup>1</sup> Clarifies language. Essentially it places workers into two categories: those who are required to work at the location and those who are not (teleworkers, directed to telework, directed to work at an alternate location, etc).

<sup>2</sup> Further defines what employees are covered. This language covers employees who are required to work at a location covered by the weather emergency when others are not required to work.

<sup>3</sup> Further defines who is entitled to the stipend.

<sup>4</sup> New language. Makes clear that telework, those directed to telework or those directed to report to an alternate work location are not entitled to the stipend.

<sup>5</sup> Establishes that to qualify under this section, the emergency must be declared by the Director of the Ohio Department of Public Safety.

<sup>6</sup> This language reserves authority of an appointing authority to direct work.

<sup>7</sup> New language makes clear that non-essential employees may be required to work during a weather emergency.

<sup>8</sup> Establishes that to qualify under this section, the emergency must be declared by the Director of the Ohio Department of Public Safety.

<sup>9</sup> New language. Makes clear that an employee can be directed to work from an alternative location.

## 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 by the Director of the Department of Public Safety and leave is granted for employees not required to work during the declared emergency, such declarations may be for<sup>10</sup> ~~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 for employees required to work at the location of the declared emergency (when others are not required to work), shall be pursuant to Section 13.15 (A) above; shall be their total rate of pay, as well as an additional stipend of eight dollars (\$8.00) per hour worked.<sup>11</sup> Employees (essential or non-essential) who are teleworking, directed to telework, or directed to work at an alternative work location shall not be entitled to payment under this Section.<sup>12</sup>

### 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>

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

## ARTICLE 16 – SENIORITY<sup>1</sup>

## 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.

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<sup>10</sup> Establishes that Director of the Ohio Department of Public Safety has authority to declare an emergency for circumstances other than a weather emergency.

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<sup>11</sup> Further defines what employees are covered. This language covers employees who are required to work at a location covered by the emergency when others are not required to work.

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<sup>12</sup> New language. Makes clear that those directed to telework or those directed to report to an alternate work location are not entitled to the stipend.

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<sup>1</sup> No change.

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<sup>1</sup> No change.

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<sup>1</sup> No change.



### 17.03 - Posting

All vacancies within the bargaining units that the Agency intends to fill shall be posted on the Ohio Hiring Management System (OHMS or careers.ohio.gov). In cases of vacancies that are to be filled by permanent transfer(s), the posting shall list the 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. 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 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 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 the date the employee was 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.

### 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 on or after July 1, 2015, shall have no rights to grieve non-selection.

Selection devices (e.g. structured interview, written test, physical ability, etc.) may be used at the discretion of the Agency.

- A. 1. The Agency shall first review the bids of the applicants from within the office, county or "institution," except for positions, other than Correction Officer and Correctional Sergeant/Counselor, in classifications which are assigned to pay ranges eight (8) through twelve (12) or twenty-eight (28) or higher (see 17.05(A)(2) below).
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); provided however, for a position, other than Correction Officer and Correctional Sergeant/Counselor, in a classification which is assigned to pay ranges eight (8) through twelve (12) or twenty-eight (28) or higher, the Agency shall consider employees filing bids under Sections 17.04 (1), (2), (3), and (4) as one selection pool. Employees bidding under Sections 17.04 (4) shall have grievance rights through Step Two 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 Two. 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 Two. 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 the General Counsel of OCSEA or a specifically named designee identified in writing to OCB, who is not an employee of the State of Ohio, and who will use a review process that assures maintenance of **confidentiality**,<sup>1</sup> security, and integrity of the test. **The General Counsel of OCSEA or the specifically named designee shall sign the non-disclosure/confidentiality agreement before receiving a copy of the selection device, proficiency test, or other assessment. If any additional parties, other than the General Counsel or designee, need to view or receive a copy of the selection device, proficiency test, or assessment for purposes of administering the grievance, the party(s) shall sign the non-disclosure/confidentiality agreement(s) prior to access and a copy of the signed non-disclosure/confidentiality agreement will be provided to OCB upon signing. Under no circumstance, shall a copy be released to an employee of the State of Ohio. Any signatory to the non-disclosure/confidentiality agreement shall be responsible for the confidentiality of the selection device, proficiency test, or assessment. Any authorized physical copies must be returned to the Employer and any electronic copies must be permanently deleted.**<sup>2</sup> If the selection device, proficiency test or other assessment is used as evidence in a **mediation or** an arbitration hearing, it will only be submitted to the **mediator or** 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, **mediation**,<sup>3</sup> and arbitration process.

#### 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.

<sup>1</sup> Adds additional term to emphasize importance of keeping assessment device reliable for continued use.

<sup>2</sup> Establishes chain of custody for assessment device (e.g. test, proficiency tool) used by employer in selection process. No employee to receive a copy of the device. Custody limited to OCSEA Office of General or designee. Confidentiality agreement to be signed before the device is exchanged between the parties.

<sup>3</sup> Adds "mediation" to language as assessment device may be seen by mediator during the grievance process.

- 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>

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<sup>1</sup> No change.

## ARTICLE 19 – WORKING OUT OF CLASS<sup>1</sup>

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<sup>1</sup> No change

## ARTICLE 20 – BENEFITS

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

#### A. General

The Employer shall provide comprehensive health care to all eligible employees.

#### 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, switch to another plan, subject to plan availability in their area, or waive coverage. 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): 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~~ **Employer shall<sup>1</sup>** 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).
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

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<sup>1</sup> Housekeeping.

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 third-party administrators if the employee either no longer resides ~~or no longer works~~<sup>2</sup> in the service area of the employee's current third-party administrator.

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<sup>2</sup> Housekeeping.

#### D. Eligibility

All permanent full-time and part-time employees, including established-term appointments (ETAs)<sup>3</sup> 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. 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 after providing advanced notice and consulting with the Joint Health Care Committee. Health care costs paid on behalf of ineligible dependents will be subject to recovery.

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<sup>3</sup> Housekeeping.

The following dependents, and other dependents required by law, are eligible for coverage (see the DAS website for more information):

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 age 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 or physical~~ disability ~~or a physical handicap~~<sup>4</sup>, 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.

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<sup>4</sup> Housekeeping.

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.

An employee or dependent may only be covered once under the health plan, except as required by the PPACA (e.g.<sup>5</sup>): 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; an individual who is the spouse of a State Employee and the child of another State employee may only be covered as a dependent under the family coverage for one of the State employees.)

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<sup>5</sup> Housekeeping.

#### E. COBRA

The Employer shall provide COBRA coverage as required by applicable laws. Specific information on COBRA shall be available on the DAS 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 ~~of~~<sup>6</sup> 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.

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<sup>6</sup> Housekeeping.

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 ~~quarterly~~ ~~bimonthly~~<sup>7</sup>, unless otherwise agreed, with the co-chairs, or a designee, as a member of each subcommittee.

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<sup>7</sup> Housekeeping.



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 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.
  - d. Review any audits performed on the health plans.
  - e. Review benefit issues and changes proposed for health plans.
  - f. Monitor status of the State Employee Health Benefit 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 Section 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~~<sup>8</sup> 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~~ use disorder<sup>9</sup> 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.

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<sup>8</sup> Housekeeping.

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<sup>9</sup> Housekeeping.

**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 ensure<sup>10</sup> that no more than a reasonable percent of network providers have closed practices<sup>11</sup> 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 (COE) to perform highly specialized, high cost procedures such as transplants. The JHCC or the Director, in consultation with the JHCC may modify this provision to best accommodate health plans while assuring quality services for participants. Furthermore, after consultation with 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, a<sup>12</sup> member can be balance billed for the difference between what is charged and what the plan allows.
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. **Telehealth services with a reduced co-pay for physician services offered via teleconferencing technology will be half of the office co-pays outlined in Article 20.03(C) in the PPO plan.**~~<sup>13</sup> [This language adds the provisions of MOU 2744]
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 ensuring<sup>14</sup> 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

~~For the plan years beginning July 1, 2018 and July 1, 2019, the in-network individual deductible is \$250, and the family deductible is \$500. The out-of-network individual deductible is \$500, and the family deductible is \$1,000.~~<sup>15</sup> For the plan year beginning July 1, 2020, the in-network individual deductible is \$400, and the family deductible is \$800. The out-of-network individual deductible is \$800, and the family deductible is \$1,600. When any one family member has paid \$250/\$500, or in the plan year beginning July 1, 2020, \$400/\$800, 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,<sup>16</sup> 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,<sup>17</sup> which are covered in full after payment of an office visit 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 plan's<sup>18</sup> reimbursement rate up to the medical/behavioral health out-of-pocket maximum. **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.**<sup>19</sup>

**In health plans which offer to employees the option of using a network or a non-network provider or facility,**<sup>20</sup> [moved from 20.05] the plan will pay sixty percent (60%) of the contracted allowable amount for non-network providers for covered services. The participant pays forty percent (40%). **The employee coinsurance when using a non-network provider or facility shall**

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<sup>10</sup> Housekeeping.

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<sup>11</sup> Housekeeping.

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<sup>12</sup> Housekeeping.

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<sup>13</sup> Adds provisions of Memorandum of Understanding (MOU) 2744.

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<sup>14</sup> Housekeeping.

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<sup>15</sup> Housekeeping.

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<sup>16</sup> Housekeeping.

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<sup>17</sup> Housekeeping.

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<sup>18</sup> Housekeeping.

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<sup>19</sup> Housekeeping.

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<sup>20</sup> Moved from Section 20.05.

not exceed forty percent (40%) of the plan's contracted allowable amount for non-network providers.<sup>21</sup> [moved from 20.05] Non-network providers may or may not accept the plan's payment as payment in full. The non-network provider may bill the participant the balance between what is charged and what the plan allows.

<sup>21</sup> Moved from Section 20.05.

c. Out-of-Pocket Maximum (OPM)

Except as provided in Section 20.04 (A), employee out-of-pocket maximums for a benefit period shall not exceed<sup>22</sup> [moved from 20.05] \$1,500 for single coverage and \$3,000 for family coverage when using covered network services. For the plan year beginning July 1, 2020, employee out-of-pocket maximums for a benefit period shall not exceed \$2,500 for single coverage and \$5,000 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 [moved from 20.05] \$3,000 for single coverage and \$6,000 for family coverage for covered services in any instance. For the plan year beginning July 1, 2020, the employee out-of-pocket maximums in health plans which offer to employees the option of using a network or non-network provider or facility shall not exceed a combined total of \$5,000 for single coverage and \$10,000 for family coverage for covered services in any instance. [moved from 20.05] 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. For the plan year beginning July 1, 2020, the employee out-of-pocket maximum for a benefit period in health plans which do not have network providers and/or network facilities shall not exceed \$2,500 for single coverage and \$5,000 for family coverage for covered services for use of a service type (i.e., providers or facilities) for which a network options does not exist.

<sup>22</sup> Moved from Section 20.05.

Employee out-of-pocket maximums for prescription drug co-pays for a benefit period shall not exceed a combined total of [moved from 20.05] \$2,500 for single coverage and \$5,000 for family coverage. For the plan year beginning July 1, 2020, the employee out-of-pocket maximum for prescription drug co-pays for a benefit period shall not exceed a combined total of \$3,500 for single coverage and \$7,000 for family coverage.<sup>23</sup> [moved from 20.05]

<sup>23</sup> Housekeeping and moved from Section 20.05.

As soon as any individual in the family meets the individual coverage medical/behavioral health 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 medical/behavioral health OPM, except that any penalties paid and/or prescription drug copays shall not count toward satisfying the medical/behavioral health OPM. After participant eligible expenses have reached the OPM, eligible services are covered in full except where non-network providers engage in balance billing.

2. 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. [moved from 20.05] For the plan years beginning July 1, 2018 and July 1, 2019, 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. For the plan year beginning July 1, 2020, ~~e~~Employees who include a spouse as a dependent for healthcare coverage shall pay a surcharge of twenty dollars (\$20.00) per month in addition to the family premium. [moved from 20.05]

The State will deduct the employee's monthly share of the health care premium twice a month or biweekly as determined by the Employer. [moved from 20.05]

3. 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. 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); (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). [moved from 20.05]

4. C. The Employer's premium share for all other eligible 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 twenty (20) hours a week. 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 twenty (20) hours or more a week but less than thirty (30) hours a week averaged over a 12-month measurement period.

Average hours in active pay status shall be calculated 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. For newly hired part-time employees, estimated scheduled hours shall determine the Employer contribution toward the premium cost for the first twelve (12) months of coverage.

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.

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 (30)-hour threshold under the Patient Protection and Affordable Care Act is amended. [moved from 20.05]

**5. Health Care Spending Account - The Employer will continue to offer a Health Care Spending Account to employees. [moved from 20.05] Only employees who have completed their new hire probationary period one (1) year of continuous state service [housekeeping] 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. Upon recommendation of the JHCC the Director of DAS may determine the annual 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.<sup>24</sup> [moved from 20.05]**

<sup>24</sup> Housekeeping and moved from Section 20.05.

### 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 one hundred dollar (\$100.00) charge for the use of the emergency room which does not result in an admission. For the plan year beginning July 1, 2020, +<sup>25</sup> There is a one-hundred and fifty dollar (\$150.00) 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.~~

<sup>25</sup> Housekeeping.

- 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. Effective July 1, 2020, 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<sup>26</sup> thirty-dollar<sup>27</sup> (\$30.00) 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. Effective July 1, 2020, if such visit, house call, or consultation is covered on an out-of-network basis, the participant shall pay a<sup>28</sup> fifty dollar (\$50.00) 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,<sup>29</sup> including routine lab profiles (including but not limited to cholesterol and other lab screenings). For non-network physicians, benefits shall be paid after the ~~thirty dollar (\$30.00) co-pay, or<sup>30</sup> fifty dollar (\$50.00) co-pay effective July 1, 2020<sup>31</sup>, 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 ~~p~~Papanicolaou<sup>32</sup> smears shall be covered. Additional testing for cervical cancer is covered when medically necessary.

<sup>26</sup> Housekeeping.

<sup>27</sup> Housekeeping.

<sup>28</sup> Housekeeping.

<sup>29</sup> Housekeeping.

<sup>30</sup> Housekeeping.

<sup>31</sup> Housekeeping.

<sup>32</sup> Housekeeping.



- (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<sup>33</sup> 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.<sup>34</sup>
- (8) **Prostate Specific Antigen (PSA)**<sup>35</sup> 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 contracted allowable amount and not subject to deductibles and co-pays. Additional days of coverage for medically necessary care at sixty percent (60%) of the contracted allowable 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 contracted allowable 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.
- p. Non-experimental organ transplants. Participants are required to utilize a center of excellence for transplants.
- 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 covered at 100%.
- v. Vasectomy covered at 100%.
- 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. Clinical Trials  
 Participation in sponsored clinical trials is covered on a limited basis. This is an exception from the coverage exclusions for experimental procedures. Coverage includes Phase I, Phase II, Phase III, and Phase IV clinical trials as required by the PPACA. All care and testing required to determine eligibility for a 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.
- cc. Voluntary family planning services.
- dd. Hearing aids for natural hearing loss are covered at fifty percent (50%) not to exceed a one thousand dollar (\$1,000) lifetime benefit. Hearing aids for accident, injury or illness are covered at 80% with no maximum.

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<sup>33</sup> Housekeeping.

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<sup>34</sup> Housekeeping.

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<sup>35</sup> Housekeeping.

ee. Tobacco cessation supplies and services.

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 review 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) A special retail generic program.
  - ~~(5) A retail ninety (90) day maintenance drug program.<sup>36</sup>~~

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<sup>36</sup> Housekeeping.

- d. The pharmacy benefit manager 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. Effective July 1, 2018, 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, thirty dollar (\$30.00) co-pay for a formulary brand name drug and a fifty-five dollar (\$55.00) 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-five dollars (\$55.00) and the difference in cost between the generic equivalent and the non-formulary brand name drug. Effective July 1, 2019, 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, thirty-five dollar (\$35.00) co-pay for a formulary brand name drug and a sixty dollar (\$60.00) 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 sixty dollars (\$60.00) and the difference in cost between the generic equivalent and the non-formulary brand name drug. Effective July 1, 2020, co-pays<sup>37</sup> 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, forty dollar (\$40.00) co-pay for a formulary brand name drug and a seventy-five dollar (\$75.00) 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 seventy-five dollars (\$75.00) and the difference in cost between the generic equivalent and the non-formulary brand name drug. Generic medication classifications will be determined by the PBM based on industry standards in which the PBM utilizes an independent third-<sup>38</sup> party data service for new and existing drug product pricing, coding, and classification information. Preventive medication may be provided at no cost as required by the Patient Protection and Affordable Care Act. Specialty medications are filled and mailed by a specialty pharmacy and limited to a thirty (30) day supply; the copays shall be the same as a thirty (30) day supply at retail. For a ninety (90) day supply obtained at a retail pharmacy, the copays shall be three (3) times the copay amounts for a thirty (30) day supply. Oral oncology medications have a maximum copay of one hundred dollars (\$100) for a thirty (30) day supply.~~

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<sup>37</sup> Housekeeping.

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<sup>38</sup> Housekeeping.

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), effective July 1, 2018, the co-pay will be seventy-five dollars (\$75.00), effective July 1, 2019, the co-pay will be eighty-seven dollars and fifty cents (\$87.50), and effective July 1, 2020 the co-pay will be<sup>39</sup> one hundred dollars (\$100.00).~~

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<sup>39</sup> Housekeeping.

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. Effective July 1, 2018, for a non-formulary brand name drug, the co-pay is one hundred thirty-seven dollars and fifty cents (\$137.50). Where a generic equivalent is available, the co-pay for a non-formulary brand name drug shall be one hundred thirty-seven dollars and fifty cents (\$137.50) and the difference in cost between the generic equivalent and the non-formulary brand name drug. Effective July 1, 2019, for a non-formulary brand name drug, the co-pay is one hundred and fifty dollars (\$150.00). Where a generic equivalent is available, the co-pay for a non-formulary brand name drug shall be one hundred and fifty dollars (\$150.00) and the difference in cost between the generic equivalent and the non-formulary brand name drug. Effective July 1, 2020, for a non-formulary brand name drug, the co-pay is<sup>40</sup> one hundred and eighty-<sup>41</sup> seven dollars and fifty cents (\$187.50). Where a generic equivalent is available, the co-pay for a non-formulary~~

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<sup>40</sup> Housekeeping.

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<sup>41</sup> Housekeeping.

brand name drug shall be one hundred and eighty-seven dollars and fifty cents (\$187.50) and the difference in cost between the generic equivalent and the non-formulary brand name drug. Generic medication classifications will be determined by the PBM based on industry standards in which the PBM utilizes an independent third-party data service for new and existing drug product pricing, coding, and classification information.

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<sup>42</sup> Housekeeping.

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<sup>43</sup> Housekeeping.

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

—————<sup>44</sup> Exclusions and limitations shall be as follows:

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<sup>44</sup> Housekeeping.

- a. Services which would be provided free of charge in the absence of insurance.
- b. Local anesthesia when billed separately, and hypnotism 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. In network charges which exceed the contracted allowable 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, prescription drugs, 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 intrafallopian transfer (GIFT), zygote intrafallopian transfer (ZIFT), 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; <sup>45</sup>or
  - (2) Services rendered for care of ~~mental decline~~ ~~senile deterioration~~, mental deficiency,<sup>46</sup> or ~~mental disability~~ ~~retardation~~.<sup>47</sup>
- 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 ~~disability~~ ~~retardation~~<sup>48</sup> or mental deficiency.

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<sup>45</sup> Housekeeping.

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<sup>46</sup> Housekeeping.

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<sup>47</sup> Housekeeping.

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<sup>48</sup> Housekeeping.

- 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 use disorder ~~abuse~~<sup>49</sup> 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.

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<sup>49</sup> Housekeeping.

5. Mental Health/Substance Use Disorder ~~Abuse~~<sup>50</sup> Plan Characteristics

A mental health and substance ~~abuse~~ use disorder<sup>51</sup> program is provided to all participants enrolled in any Employer-sponsored health plan. Premiums for the mental health and substance use disorder ~~abuse~~<sup>52</sup> program shall be calculated and shall be added to the health plan premiums. The Employer shall contract for mental health and substance ~~abuse~~ use disorder<sup>53</sup> benefits consistent with mental health parity provisions.

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<sup>50</sup> Housekeeping.

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<sup>51</sup> Housekeeping.

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<sup>52</sup> Housekeeping.

In addition, habilitative services are available to members with a medical diagnosis of Autism Spectrum Disorder. Clinical Therapeutic Intervention must be administered by or under the supervisor of a qualified/ approved provider, in accordance with an approved applied behavioral analysis (ABA) treatment plan, ~~for up to twenty (20) hours per week.~~<sup>54</sup> Mental/behavioral health outpatient services shall be performed by a psychologist, psychiatrist, physician or board-certified behavior analyst who is a licensed/qualified/approved provider for consultation/assessment/development/oversight of treatment plans.

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<sup>53</sup> Housekeeping.

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.

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<sup>54</sup> Changes to autism coverage to comply with Mental Health parity in coverage.

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~~ use disorder<sup>55</sup> 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 individual practitioner within twenty (20) miles, facility within thirty (30) miles (Urban/Suburban); individual practitioner within forty five (45) miles, facility within sixty (60) miles (Rural);
- k. Use of the proper placement criteria;
- l. Separate, appropriate diagnostic capacity for discrete categories of illness (e.g., mental health, substance ~~abuse~~ use disorder,<sup>56</sup> 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 management in conjunction with the State Employee Assistance Program; and<sup>57</sup>
- o. ABA services for Autism.

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<sup>55</sup> Housekeeping.

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<sup>56</sup> Housekeeping.

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<sup>57</sup> Housekeeping.

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<sup>58</sup> Housekeeping.

**D. Quality Standards**

- 1. All licensed health plans offered to State employees shall be accredited by the National Committee for Quality Assurance (NCQA)<sup>58</sup> 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 **Health Plan Employer Data Information Set (HEDIS)**<sup>59</sup> 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.

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<sup>59</sup> Housekeeping.

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; **and/or**<sup>60</sup>
  - 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.

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<sup>60</sup> Housekeeping.

**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.~~<sup>61</sup>
- 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

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<sup>61</sup> Housekeeping.

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 Patient Protection and Affordability Care Act (PPACA)<sup>62</sup> of such admitted subdivisions or Employers.
- G. The Director of DAS, after consultation with the JHCC, may at his/her discretion offer an additional high deductible qualifying health care plan (CDHDHP) in compliance with IRS guidelines (~~e.g. any plan with a deductible of at least \$1,350 for an individual or \$2,700 for a family~~) provided it includes a minimum HSA seed % of the deductible at 50% the first year of the program and 25% the second year of the program.<sup>63</sup> It is not covered by Article 20 but: (i) is in addition to (and not in lieu of) the health plan(s) required to be offered under this Article 20, (ii) is a statewide plan whose terms apply the same to bargaining unit employees and non-bargaining unit employees equally, and (iii) is offered to bargaining unit employees on a voluntary basis.

<sup>62</sup> Housekeeping.

<sup>63</sup> Housekeeping.

~~20.05—Employee Costs [moved entire section to 20.03 to combine with all other cost-sharing information]~~

~~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. For the plan years beginning July 1, 2018 and July 1, 2019, 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. For the plan year beginning July 1, 2020, employees who include a spouse as a dependent for healthcare coverage shall pay a surcharge of twenty dollars (\$20.00) 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.—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 (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);~~

~~C.—The Employer's premium share for all other eligible 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 twenty (20) hours a week. 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 twenty (20) hours or more a week but less than thirty (30) hours a week averaged over a 12-month measurement period;~~

~~Average hours in active pay status shall be calculated 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. For newly hired part-time employees, estimated scheduled hours shall determine the Employer contribution toward the premium cost for the first twelve (12) months of coverage.~~

~~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.~~

~~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 (30)-hour threshold under the Patient Protection and Affordable Care Act is amended.~~

~~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 contracted allowable amount 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 \$3,000 for family coverage when using covered network services. For the plan year beginning July 1, 2020, employee out-of-pocket maximums for a benefit period shall not exceed \$2,500 for single coverage and \$5,000 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 \$3,000 for single coverage and \$6,000 for family coverage for covered services in any instance. For the plan year beginning July 1, 2020, the employee out-of-pocket maximums in health plans which offer to employees the option of using a~~

~~network or non-network provider or facility shall not exceed a combined total of \$5,000 for single coverage and \$10,000 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. For the plan year beginning July 1, 2020, the employee out-of-pocket maximum for a benefit period in health plans which do not have network providers and/or network facilities shall not exceed \$2,500 for single coverage and \$5,000 for family coverage for covered services for use of a service type (i.e., providers or facilities) for which a network options 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 \$2,500 for single coverage and \$5,000 for family coverage. For the plan year beginning July 1, 2020, the employee out-of-pocket maximum for prescription drug co-pays for a benefit period shall not exceed a combined total of \$3,500 for single coverage and \$7,000 for family coverage.~~

~~G. 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 (one (1) year of continuous state service) 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. Upon recommendation of the JHCC the Director of DAS may determine the annual 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.<sup>64</sup>~~

#### 20.06<sup>65</sup> - 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.

### ARTICLE 21 – UNION BENEFITS TRUST<sup>1</sup>

### ARTICLE 22 – PERFORMANCE EVALUATION<sup>1</sup>

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

### ARTICLE 24 – DISCIPLINE<sup>1</sup>

### 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 (Agency Step) 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. All grievances, including discharge grievances, shall be filed using the electronic grievance system (OHGrievance). Bargaining unit employees and OCSEA representatives shall have access to the electronic grievance system from their agency website (intra-net), OCSEA website, and/or the Office of Collective Bargaining (OCB) website. The electronic grievance 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 seventy-two (72) hours.
- F. 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. ~~For the duration of the 2018-2021<sup>1</sup> Agreement, the parties agree to pilot the use of telemediation virtual ADR hearings (e.g. i.e. grievance mediation and Non-Traditional Arbitration done remotely by means of teleconference or videoconference) through a letter of agreement.<sup>2</sup>~~

<sup>64</sup> Moves entire section to 20.03.

<sup>65</sup> Housekeeping.

<sup>1</sup> No change.

<sup>1</sup> No change

<sup>1</sup> No change.

<sup>1</sup> No change

<sup>1</sup> Outdated language.

<sup>2</sup> Reflects language added to change “telemediation” and “teleconference” to reflect the parties agreed to virtual ADR and Non-Traditional meetings.

- G. Reprimands shall be grievable through Step Two (Agency Step). If a reprimand becomes a factor in the first subsequent disciplinary grievance that goes to arbitration, the arbitrator may consider evidence regarding the merits of the reprimand. Any grievance of which a reprimand is an element of the claim shall not be arbitrable in accordance with this subsection.
- H. 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.
- I. The receipt of a grievance in the electronic grievance system or the automatic numbering of a grievance does not constitute a waiver of a claim of a procedural defect.
- J. 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.

## 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 of the grievance procedure within twenty (20) days of notification of such action.

### Discharge Grievances

The Agency shall conduct a meeting and respond within fifty (50) days of the date the grievance was filed at Step Two. If the grievance is not resolved at Step Two 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. Discharge grievances shall automatically proceed to mediation unless settled, withdrawn, or waived by one of the parties. The parties shall conduct a mediation within sixty (60) days of the due date of the Step Two response. Nothing in this Section precludes either party from waiving mediation and proceeding directly to arbitration. The Union shall propose arbitration of the discharge 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 or agreed upon extension. The only method for proposal of arbitration is submission of a "resolution event" in the electronic grievance system (OHGrievance). When the Union submits a resolution event, the Union must notify the Office of Collective Bargaining by utilizing the "Notify OCB" button in the electronic grievance system. 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.

### 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.

### Step One - Intermediate Administrator (Local Level)

All grievances shall be filed in the electronic grievance system not later than twenty (20) days 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 grievance system to confirm timeliness.

The Employer must enter the meeting date and any agreed upon extensions in the system. The intermediate administrator **shall: 1) advance grievances to Step Two if there is only one designee for agency grievance meetings or the issue cannot be addressed at Step One;**<sup>3</sup> or 2) meet and submit a written answer to the grievance in the electronic grievance system, within fifteen (15) days of submission or agreed upon extension date. 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 **the grievance is not advanced to Step Two or**<sup>4</sup> 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.

### Step Two - Agency Head or Designee (Agency Level)

If the grievance is appealed to the Agency Head or designee, the parties shall meet within fifty (50) days 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. By mutual agreement of the parties, Agencies may schedule Step Two meetings on a monthly basis, by geographic areas, so that all grievances that have been newly filed, that have been advanced to Step Two or that have been continued since the previous month, can be heard on a regular basis. At the Step Two meeting the grievance may be settled or withdrawn, or a response shall be prepared and submitted by the Agency Head or designee, within fifty (50) days of the appeal or agreed upon extension date. 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 Two or at

<sup>3</sup> Agrees to the advancement of a grievance to Step 2 in the event the grievance cannot be heard at Step 1.

<sup>4</sup> Reflects new language regarding when to appeal grievance.



earlier steps shall not be precedent setting at other institutions or Agencies unless otherwise agreed to in the settlement. Reprimands are grievable through Step Two only; no appeal beyond Step Two is available.

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 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.

#### **Alternative Dispute Resolution (ADR)**

OCB shall have sole management authority to grant, modify or deny the grievance at ADR and arbitration.

Either OCB or the Union may advance a grievance directly from ADR to arbitration by waiving ADR if that party believes that mediation would not be useful in resolving the dispute. The parties must submit a waiver in the electronic grievance system.

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. 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.

OCB will enter the results of the ADR meeting into the electronic grievance system, including any closing paperwork for each grievance.

The parties will consolidate cases for ADR and, whenever possible, schedule the ADR 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.

#### **Arbitration**

Grievances which have not been resolved under the ADR procedure shall be considered eligible for arbitration when proposed. The parties shall strive to schedule all grievances, other than discharge grievances, within two hundred forty (240) days from the date of ADR or the date of the ADR waiver. The timeframe may be waived by mutual agreement between OCSEA and OCB.

#### **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 parties will make reasonable efforts to share witness lists and documents seven (7) days in advance of the hearing. When arbitration is virtual, exchange of documents and submission to the arbitrator may occur in advance based upon mutual agreement.**<sup>6</sup>

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. Upon the Union's request, a grievance that is automatically closed shall be reopened to allow arbitrability questions to be decided by the Arbitrator. The reopening of a grievance does not constitute a waiver of a claim of a procedural defect.

The expenses and fees of the arbitrator shall be shared equally by the parties.

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, unless the parties agree otherwise.

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 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.

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<sup>5</sup> Housekeeping.

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<sup>6</sup> Reflects language added to address the exchange of documents between parties.

- 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. If the parties are unable to mutually agree upon the selection of an Arbitrator from the panel for a particular arbitration case, either party may request a Labor Arbitrator list through the Federal Mediation and Conciliation Service (FMCS); provided however, FMCS shall not be used for those cases that are required to go to non-traditional arbitration (NTA), discipline/discharge cases, and non-selection cases under Article 17, unless mutually agreed otherwise. When a Labor Arbitrator through FMCS is to be used, OCB shall contact FMCS for a list of seven (7) Labor Arbitrators who are residents of or have a business office within Ohio from which one shall be selected. The costs of obtaining the initial FMCS list shall be borne by the party requesting the use of a Labor Arbitrator through FMCS. The parties shall first attempt to mutually select an Arbitrator from the FMCS list. Failing to mutually agree upon an Arbitrator from this list, the parties shall strike names alternately, with the parties' right to strike (i.e. the choice to strike first or second) to be determined by the flip of a coin. Prior to beginning the striking procedure, either party shall have the option to completely reject the list of names and request another list once per case, provided the request is made within ten (10) days of receiving the list. The party completely rejecting the list of names and requesting another list will pay any additional costs associated with the production of another list. Upon receiving a subsequent list, the parties will again first attempt to mutually select an Arbitrator and, if failing to mutually agree upon an Arbitrator from this list, then the parties shall strike names alternately. If a selected Arbitrator refuses to accept an appointment after the parties have followed this procedure, the parties will first attempt to mutually select an Arbitrator from any of the lists received from FMCS for the applicable case, and if a mutual selection cannot be made then another list shall be requested from FMCS, the cost will be shared equally by the parties, and the selection process shall continue as described herein.

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.

#### **25.06 - Time Limits**

Grievances may be settled or 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.

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.

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 appeal the grievance to the next successive step in the grievance procedure.

#### **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.

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 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 **virtual grievance meetings, in accordance with the LOA referenced in Section 25.01 (F)**,<sup>7</sup> 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.

#### **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

<sup>7</sup> Reflects new language added regarding virtual hearings per Letter of Agreement (LOA).

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, Arbitration, for the resolution of grievances. The procedure will operate in the following manner:

- 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 along with an oral and/or written supporting rationale to the parties ~~by the end of the hearing day~~ within forty-eight (48) hours.<sup>8</sup> 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, unless mutually agreed otherwise. In disciplinary grievances for suspensions less than three (3) days adjudicated in this forum, the Employer and the Union are limited to one (1) witness each, unless mutually agreed otherwise. 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. Non-selection grievances where the sole issue is whether an employee met the minimum qualifications for the position shall be mediated prior to being heard at non-traditional arbitration.<sup>9</sup>

The Union and OCB 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 - Electronic Grievance System

The parties will continue discussion to examine, improve, and implement electronic signatures for purposes of resolving and closing grievances. Prior to implementation, the Union will be notified and given an opportunity to discuss changes to the electronic grievance system that do not specifically conflict with a provision set forth in the Agreement.

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.

#### 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.

### ARTICLE 26 – HOLIDAYS<sup>1</sup>

### ARTICLE 27 – PERSONAL LEAVE<sup>1</sup>

### ARTICLE 28 – VACATIONS<sup>1</sup>

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<sup>8</sup> Reflects new language that a written decision AND rationale is to be issued by the arbitrator within 48 hours of NTA proceeding.

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<sup>9</sup> Reflects new language establishing non-selection grievances regarding MQs to be mediated first prior to NTA.

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<sup>1</sup> No change.

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<sup>1</sup> No change.

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<sup>1</sup> No change.

## ARTICLE 29 – SICK LEAVE

### 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.

**F. Employees at participating agencies are eligible to donate to and receive leave from the statewide paid leave donation program.**<sup>1</sup>

#### **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

<sup>1</sup> *New language. Employees of those agencies that participate may donate and receive leave to a statewide leave "bank". Leave is available to employees statewide.*

the implementation of such will adversely affect the provisions of this Article the parties agree that these arrangements 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 LEAVE WITHOUT PAY

#### 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

All employees shall be granted military leave in accordance with applicable Federal laws and provisions of the Ohio Revised Code.

#### 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 to the parents<sup>1</sup> in the case of a miscarriage conditioned upon the tendering of appropriate medical documentation or<sup>2</sup> stillbirth conditioned upon the tendering of a death certificate. Bereavement leave must begin within five (5) calendar days of the date of death of the immediate family member or the date of the funeral.<sup>3</sup>

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. A birth includes stillbirth, as defined in division (B)(2) of section 3705.01 of the Revised Code (or as amended). If the employee takes leave under this section for a stillbirth, the employee is ineligible for leave under Section 30.03. Leave under this Section shall be limited to six (6) consecutive<sup>4</sup> weeks, the first two (2) of which shall

<sup>1</sup> Identifies who is eligible for bereavement leave for miscarriage.

<sup>2</sup> Reflects new language to include miscarriage as a qualifier for bereavement leave.

<sup>3</sup> Establishes time frame for when bereavement leave should be taken.

<sup>4</sup> Adopts language in O.R.C §3705.01(B) (2) which defines childbirth to include stillbirth. Also establishes leave under this statute and prohibits bereavement leave under 30.03.

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 parent (as listed on the birth certificate, or in the case of a stillbirth, the death certificate)<sup>5</sup>; or in the case of adoption the employee must be the prospective adoptive parent. An employee may elect to take ~~two~~ five<sup>6</sup> thousand dollars (\$~~25,000~~) 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~~ five<sup>7</sup> thousand dollar (\$~~25,000~~) 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.~~<sup>8</sup>

#### 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 the leave begins ~~eligibility is established.~~<sup>9</sup> 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. An employee may not use the Adoption/Childbirth leave under this section after exhausting the FMLA entitlement for the birth or adoption.<sup>10</sup> 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, as long as the Adoption/Childbirth leave is contiguous to the disability leave.<sup>11</sup> ~~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.~~<sup>12</sup>

#### 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~~ one (1) year<sup>13</sup> 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.

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<sup>5</sup> Adds language regarding proof of stillbirth for purpose of leave eligibility.

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<sup>6</sup> Increases in adoption expenses.

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<sup>7</sup> Reflects amount change.

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<sup>8</sup> Reflects bereavement leave for stillbirth as established by O.R.C §3705.01(B)(2). Old language stricken.

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<sup>9</sup> Reflects language change for commencement of Adoption/Childbirth leave qualifier.

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<sup>10</sup> Indicates use of FMLA prohibited as additional leave once Adoption/Childbirth leave is exhausted.

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<sup>11</sup> Establishes that Adoption/Childbirth leave must be connected to disability leave at the time of the request of additional leave time in order to qualify for said time.

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<sup>12</sup> Language stricken.

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<sup>13</sup> Extends time frame from six months to one year for when Adoption/Childbirth Leave must be taken.

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<sup>1</sup> No change.

## ARTICLE 31 – LEAVES OF ABSENCE<sup>1</sup>



**ARTICLE 32 – TRAVEL<sup>1</sup>**

<sup>1</sup> No change.

**ARTICLE 33 – UNIFORMS AND TOOLS<sup>1</sup>**

<sup>1</sup> No change.

**ARTICLE 34 – SERVICE-CONNECTED INJURY AND ILLNESS<sup>1</sup>**

<sup>1</sup> No change.

**ARTICLE 35 – DISABILITY BENEFITS<sup>1</sup>**

<sup>1</sup> No change.

**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**

Effective with the pay period which includes July 1, 2014~~21~~<sup>22</sup>, the pay schedules shall be increased by ~~two and three quarters (2.75%)~~ **three (3%)** percent.

Effective with the pay period which includes July 1, 2019~~22~~<sup>23</sup>, the pay schedules shall be increased by ~~two and three quarters (2.75%)~~ **three (3%)** percent.

Effective with the pay period which includes July 1, 2020~~23~~<sup>24</sup>, the pay schedules shall be increased by three (3%) percent.<sup>1</sup>

<sup>1</sup> Reflects changes in the wage increase annually. There will be a 3 percent (3%) increase each July covered by the agreement.

**36.03 - Step Movement**

Newly hired employees will move to the next step in their pay range after completion of 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. 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 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 (OCB), 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 (DAS), an Agency must discuss them with the Union pursuant to Section 8.02. Additionally, OCB 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 – Office of Talent Management, 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 arbitration 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 by filing a Working Out of Class grievance in the electronic grievance system, 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, DAS 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 Arbitration 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 sixty cents (\$.60) per hour in shift differential, effective July 1, 2018, 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.

## **ARTICLE 37 – EMPLOYEE TRAINING AND DEVELOPMENTS<sup>1</sup>**

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<sup>1</sup> No change.

## **ARTICLE 38 – TECHNOLOGICAL CHANGE<sup>1</sup>**

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<sup>1</sup> No change.

## **ARTICLE 39 – SUB-CONTRACTING**

### **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 one hundred twenty (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 one hundred twenty (120) days of this Agreement the parties will agree to the establishment of ~~three (3)~~ **four (4)** Agency pilot programs **to include Rehabilitation & Corrections, Transportation, Public Safety, and Administrative Services,**<sup>1</sup> 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. **Additional release time may be provided for the purposes outlined in 39.02.**<sup>2</sup>

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<sup>1</sup> Names those agencies specifically to participate in pilot program.

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<sup>2</sup> Permits additional release time for contracting in per Article 39.02.

## ARTICLE 40 – INDEMNIFICATION<sup>1</sup>

## ARTICLE 41 – NO STRIKE/NO LOCKOUT<sup>1</sup>

## ARTICLE 42 – SAVINGS<sup>1</sup>

## ARTICLE 43 – DURATION

### 43.01 - Duration of Agreement

This Agreement shall continue in full force and effect for the period ~~May 12, 2018~~ [DATE], through February ~~29, 2024~~<sup>1</sup> ~~2021~~, 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.

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<sup>1</sup> No change.

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<sup>1</sup> No change.

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<sup>1</sup> No change.

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<sup>1</sup> Housekeeping. Changes date to correctly reflect duration of the Collective Bargaining Agreement.

### 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>

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<sup>1</sup> No change.

# APPENDICES

## APPENDIX A-I – CLASSIFICATIONS<sup>1</sup>

<sup>1</sup>Housekeeping. Appendix A-I classifications not reproduced here.

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

This appendix reflects the current districts/regions or other geographic jurisdictions in effect at the time of the effective date of this Agreement. If circumstances change, the Employer shall notify the Union prior to the implementation of any changes. The Union will have an opportunity to consult with the Employer. The changes shall not be arbitrary or capricious or be for the sole purpose of circumventing any provision of the Agreement.

<sup>1</sup> Changes made pursuant to management's rights according to this Appendix.

### 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

### OFFICE OF BUDGET AND MANAGEMENT

Statewide

### CIVIL RIGHTS COMMISSION

~~Six (6)~~ **Five (5)** Districts

#### **District #1**

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

#### **District #2**

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

#### **District #3**

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

#### **District #4**

Lorain	Cuyahoga	Lake	Geauga
Ashtabula	Ashland	Richland	Medina
Erie	Huron		

#### **District #5**

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

#### **District #6**

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

### DEPARTMENT OF COMMERCE

Statewide

### OFFICE OF CONSUMER'S COUNSEL

Statewide

### OHIO DEVELOPMENT SERVICES AGENCY

Statewide

### OHIO DEPARTMENT OF DEVELOPMENTAL DISABILITIES

Five (5) Districts

#### **District #1**

Northwest Ohio Developmental Center

Tiffin Developmental Center

**District #2**

Warrensville Developmental Center  
 Mount Vernon Developmental Center

**District #3**

Columbus Developmental Center  
 Southwest Ohio Developmental Center

**District #4**

Cambridge Developmental Center  
 Gallipolis Developmental Center

**District #5**

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**

Four (4) Districts

**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		

**DEPARTMENT OF HIGHER EDUCATION**

Statewide

**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**

Two Districts

**District #1** – Franklin County**District #2** – Noble County**OHIO LOTTERY COMMISSION**

Eleven (11) Districts (By District Offices)

**District #1** - Cuyahoga**District #2** - Lucas**District #3** - Montgomery**District #4** - Hamilton**District #5** - Franklin**District #6** - Athens**District #7** - Stark**District #8** - Mahoning**District #9** - Lorain**District #10** - Summit**District #11** - Warren

**OHIO DEPARTMENT OF MEDICAID**

Statewide

**OHIO DEPARTMENT OF MENTAL HEALTH AND ADDICTION SERVICES**

(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	Fayette	Hamilton
Warren	Clermont	Clinton	Brown
Highland	Butler		

**District #3**

Adams	Pike	Scioto	Jackson
Lawrence	Ross	Hocking	Vinton
Perry			

**District #4**

Union	Delaware	Franklin	Morrow
Knox	Licking	Wyandot	Marion
Crawford	Richland	Ashland	Fairfield
Madison	Pickaway		

**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.

**OPPORTUNITIES FOR OHIOANS WITH DISABILITIES**

Each Bureau or Division shall be considered a part of the geographic district in which the office is located.

Five (5) Districts

**District #1**

Ashtabula	Cuyahoga	Geauga	Lake
Medina	Portage	Summit	

**District #2**

Athens	Delaware	Fairfield	Franklin
Gallia	Hocking	Jackson	Lawrence
Morgan	Meigs	Monroe	Perry
Pickaway	Pike	Ross	Scioto
Vinton	Washington		

**District #3**

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

**District #4**

Allen	Auglaize	Defiance	Erie
Fulton	Hancock	Hardin	Henry
Huron	Logan	Lorain	Lucas
Marion	Mercer	Ottawa	Paulding
Putnam	Sandusky	Seneca	Shelby
Union	Van Wert	Williams	Wood
Wyandot			

**District #5**

Ashland	Belmont	Carroll	Coshocton
Columbiana	Crawford	Guernsey	Harrison
Holmes	Jefferson	Knox	Licking
Mahoning	Morrow	Muskingum	Noble
Richland	Stark	Trumbull	Tuscarawas
Wayne			

**DEPARTMENT OF PUBLIC SAFETY (EXCLUDING STATE HIGHWAY PATROL**

Five (5) Districts

**District #1**

Franklin

**District #2**

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

**District #3**

Athens	Harrison	Licking	Noble
Belmont	Hocking	Meigs	Perry
Coshocton	Jackson	Monroe	Pickaway
Fairfield	Jefferson	Morgan	Vinton
Gallia	Knox	Muskingum	Washington
Guernsey	Lawrence		

**District #4**

Adams	Drake	Highland	Preble
Brown	Fayette	Miami	Ross
Butler	Greene	Montgomery	Scioto
Clermont	Hamilton	Pike	Warren
Clinton			

**District #5**

Allen	Fulton	Marion	Seneca
Auglaize	Hancock	Mercer	Shelby
Champaign	Hardin	Morrow	Union
Clark	Henry	Ottawa	Van Wert
Crawford	Huron	Paulding	Williams
Defiance	Logan	Putnam	Wood
Delaware	Lucas	Richland	Wyandot
Erie	Madison	Sandusky	

State Highway Patrol employees should refer to their current district map.

**PUBLIC UTILITIES COMMISSION OF OHIO**

Statewide

**DEPARTMENT OF REHABILITATION AND CORRECTION**

Five (5) Districts

**District #1**

Allen/Oakwood Correctional Institution, Toledo Correctional Institution, Marion Correctional Institution, ~~North Central Correctional Institution~~, Lima APA office, Defiance APA office, Seneca APA Office, Toledo APA Office, Crawford APA Office

**District #2**

Ohio Reformatory for Women, London Correctional Institution, ~~Training and Education Center (located at London)~~, Madison Correctional Institution, Lebanon Correctional Institution, Warren Correctional Institution, Dayton Correctional Institution, Cincinnati APA Office, ~~Miami APA Office~~, Dayton APA Office, New Butler APA Office, Hillsboro APA Office, Lebanon APA Office, Union APA Office, Marysville APA Office, Springfield APA Office, Urbana 1 APA Office, Clermont APA Office

**District #3**

Corrections Reception Center, Franklin Medical Center, Pickaway Correctional Institution and Processing Plants (located in Orient), OPI Warehouse, Chillicothe Correctional Institution, Southern Ohio Correctional Facility, Ross Correctional Institution, Corrections Training Academy, ~~Ross APA Office~~, TCRC, Portsmouth 1 APA Office, DR&C Operation Support Center (Franklin County only), DPCS Operation Support Center, ~~Ohio Penal Industries Operation Support Center (McKinley)~~, Columbus APA Office, Delaware APA Office

**District #4**

Southeastern Correctional ~~Institution~~, Complex (to include the Lancaster Facility and the Hocking Facility); Belmont Correctional Institution, Noble Correctional Institution, New Athens APA Office, Washington APA Office, Zanesville APA Office, Hocking APA Office

**District #5**

Trumbull Correctional Institution, ~~EAFC~~, Ohio State Penitentiary, Mansfield Correctional Institution, Richland Correctional Institution, Northeast Reintegration 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

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.)

**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



**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
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**DEPARTMENT OF YOUTH SERVICES**

Three (3) Districts

**District #1**

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

**District #2**

Institutions: Indian River, Cuyahoga Hills

**District #3**

Institutions: Circleville

**APPENDIX K – GUIDELINES FOR OCCUPATIONAL INJURY LEAVE (OIL)<sup>1</sup>**

<sup>1</sup> No change.

**APPENDIX L – PAY TABLES**

The following pay table is effective July 1, ~~2018~~ **2021**<sup>1</sup>

<u>Range</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>
<u>1</u>	15.72	16.03	16.35	16.72					
	32,698	33,342	34,008	34,778					
<u>2</u>	16.21	16.55	16.93	17.32					
	33,717	34,424	35,214	36,026					
<u>3</u>	16.72	17.10	17.53	17.91					
	34,778	35,568	36,462	37,253					
<u>4</u>	17.32	17.75	18.20	18.59					
	36,026	36,920	37,856	38,667					
<u>5</u>	17.91	18.38	18.84	19.42	19.72				
	37,253	38,230	39,187	40,394	41,018				
<u>6</u>	18.59	19.06	19.56	20.04	20.54				
	38,667	39,645	40,685	41,683	42,723				
<u>7</u>	19.42	19.72	20.24	20.76	21.36	22.15			
	40,394	41,018	42,099	43,181	44,429	46,072			

<sup>1</sup> Hourly rate reflects 3% increase on July 1, 2021 per Article 36.02. Annual rate reflects 3% increase with rounding calculations that will be finalized in the printed collective bargaining agreement.

<u>8</u>	20.24	20.76	21.36	22.15	22.99	23.99			
	42,099	43,181	44,429	46,072	47,819	49,899			
<u>9</u>	21.36	22.15	22.99	23.99	25.10	26.24			
	44,429	46,072	47,819	49,899	52,208	54,579			
<u>10</u>	22.99	23.99	25.10	26.24	27.39	28.80			
	47,819	49,899	52,208	54,579	56,971	59,904			
<u>11</u>	25.10	26.24	27.39	28.80	30.20	31.70			
	52,208	54,579	56,971	59,904	62,816	65,936			
<u>12</u>	27.39	28.81	30.20	31.70	33.24	34.86			
	56,971	59,925	62,816	65,936	69,139	72,509			
<u>23</u>	16.35	16.72	17.10	17.53	17.91				
	34,008	34,778	35,568	36,462	37,253				
<u>24</u>	16.93	17.32	17.75	18.20	18.59				
	35,214	36,026	36,920	37,856	38,667				
<u>25</u>	17.53	17.91	18.38	18.84	19.42	19.72			
	36,462	37,253	38,230	39,187	40,394	41,018			
<u>26</u>	18.20	18.59	19.06	19.56	20.04	20.54			
	37,856	38,667	39,645	40,685	41,683	42,723			
<u>27</u>	18.84	19.42	19.72	20.24	20.76	21.36	22.15		
	39,187	40,394	41,018	42,099	43,181	44,429	46,072		
<u>28</u>	19.72	20.24	20.76	21.36	22.15	22.99	23.99		
	41,018	42,099	43,181	44,429	46,072	47,819	49,899		
<u>29</u>	20.76	21.36	22.15	22.99	23.99	25.10	26.24		
	43,181	44,429	46,072	47,819	49,899	52,208	54,579		
<u>30</u>	22.15	22.99	23.99	25.10	26.24	27.39	28.80		
	46,072	47,819	49,899	52,208	54,579	56,971	59,904		
<u>31</u>	23.99	25.10	26.24	27.39	28.80	30.20	31.70		
	49,899	52,208	54,579	56,971	59,904	62,816	65,936		
<u>32</u>	26.24	27.39	28.80	30.20	31.70	33.24	34.86	36.61	38.43
	54,579	56,971	59,904	62,816	65,936	69,139	72,509	76,149	79,934
<u>33</u>	28.80	30.20	31.70	33.24	34.86	36.61	38.36	40.26	42.24
	59,904	62,816	65,936	69,139	72,509	76,149	79,789	83,741	87,859
<u>34</u>	31.70	33.24	34.86	36.61	38.36	40.26	42.24	44.31	46.53
	65,936	69,139	72,509	76,149	79,789	83,741	87,859	92,165	96,782
<u>35</u>	34.86	36.61	38.36	40.26	42.24	44.31	46.47	48.83	51.29
	72,509	76,149	79,789	83,741	87,859	92,165	96,658	101,566	106,683
<u>36</u>	38.36	40.26	42.24	44.31	46.47	48.83	51.26	53.82	56.50
	79,789	83,741	87,859	92,165	96,658	101,566	106,621	111,946	117,520
<u>E1</u>	24.26	25.44	26.71	28.06	29.45	30.92	32.47	34.10	
	50,461	52,915	55,557	58,365	61,256	64,314	67,538	70,928	
<u>E2</u>	26.71	28.06	29.45	30.92	32.47	34.10	35.78	37.57	39.49
	55,557	58,365	61,256	64,314	67,538	70,928	74,422	78,146	82,139
<u>E3</u>	29.45	30.92	32.47	34.10	35.78	37.57	39.49	41.43	43.51
	61,256	64,314	67,538	70,928	74,422	78,146	82,139	86,174	90,501

The following pay table is effective July 1, ~~2019~~ 2022<sup>2</sup>

<u>Range</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>
<u>1</u>	16.19	16.51	16.84	17.22					
	33,675	34,341	35,027	35,818					
<u>2</u>	16.70	17.05	17.44	17.84					
	34,736	35,464	36,275	37,107					
<u>3</u>	17.22	17.61	18.06	18.45					
	35,818	36,629	37,565	38,376					

<sup>2</sup> Hourly rate reflects 3% increase on July 1, 2022 per Article 36.02. Annual rate reflects 3% increase with rounding calculations that will be finalized in the printed collective bargaining agreement.

<u>4</u>	17.84	18.28	18.75	19.15					
	37,107	38,022	39,000	39,832					
<u>5</u>	18.45	18.93	19.41	20.00	20.31				
	38,376	39,374	40,373	41,600	42,245				
<u>6</u>	19.15	19.63	20.15	20.64	21.16				
	39,832	40,830	41,912	42,931	44,013				
<u>7</u>	20.00	20.31	20.85	21.38	22.00	22.81			
	41,600	42,245	43,368	44,470	45,760	47,445			
<u>8</u>	20.85	21.38	22.00	22.81	23.68	24.71			
	43,368	44,470	45,760	47,445	49,254	51,397			
<u>9</u>	22.00	22.81	23.68	24.71	25.85	27.03			
	45,760	47,445	49,254	51,397	53,768	56,222			
<u>10</u>	23.68	24.71	25.85	27.03	28.21	29.66			
	49,254	51,397	53,768	56,222	58,677	61,693			
<u>11</u>	25.85	27.03	28.21	29.66	31.11	32.65			
	53,768	56,222	58,677	61,693	64,709	67,912			
<u>12</u>	28.21	29.67	31.11	32.65	34.24	35.91			
	58,677	61,714	64,709	67,912	71,219	74,693			
<u>23</u>	16.84	17.22	17.61	18.06	18.45				
	35,027	35,818	36,629	37,565	38,376				
<u>24</u>	17.44	17.84	18.28	18.75	19.15				
	36,275	37,107	38,022	39,000	39,832				
<u>25</u>	18.06	18.45	18.93	19.41	20.00	20.31			
	37,565	38,376	39,374	40,373	41,600	42,245			
<u>26</u>	18.75	19.15	19.63	20.15	20.64	21.16			
	39,000	39,832	40,830	41,912	42,931	44,013			
<u>27</u>	19.41	20.00	20.31	20.85	21.38	22.00	22.81		
	40,373	41,600	42,245	43,368	44,470	45,760	47,445		
<u>28</u>	20.31	20.85	21.38	22.00	22.81	23.68	24.71		
	42,245	43,368	44,470	45,760	47,445	49,254	51,397		
<u>29</u>	21.38	22.00	22.81	23.68	24.71	25.85	27.03		
	44,470	45,760	47,445	49,254	51,397	53,768	56,222		
<u>30</u>	22.81	23.68	24.71	25.85	27.03	28.21	29.66		
	47,445	49,254	51,397	53,768	56,222	58,677	61,693		
<u>31</u>	24.71	25.85	27.03	28.21	29.66	31.11	32.65		
	51,397	53,768	56,222	58,677	61,693	64,709	67,912		
<u>32</u>	27.03	28.21	29.66	31.11	32.65	34.24	35.91	37.71	39.58
	56,222	58,677	61,693	64,709	67,912	71,219	74,693	78,437	82,326
<u>33</u>	29.66	31.11	32.65	34.24	35.91	37.71	39.51	41.47	43.51
	61,693	64,709	67,912	71,219	74,693	78,437	82,181	86,258	90,501
<u>34</u>	32.65	34.24	35.91	37.71	39.51	41.47	43.51	45.64	47.93
	67,912	71,219	74,693	78,437	82,181	86,258	90,501	94,931	99,694
<u>35</u>	35.91	37.71	39.51	41.47	43.51	45.64	47.86	50.29	52.83
	74,693	78,437	82,181	86,258	90,501	94,931	99,549	104,603	109,886
<u>36</u>	39.51	41.47	43.51	45.64	47.86	50.29	52.80	55.43	58.20
	82,181	86,258	90,501	94,931	99,549	104,603	109,824	115,294	121,056
<u>E1</u>	24.99	26.20	27.51	28.90	30.33	31.85	33.44	35.12	
	51,979	54,496	57,221	60,112	63,086	66,248	69,555	73,050	
<u>E2</u>	27.51	28.90	30.33	31.85	33.44	35.12	36.85	38.70	40.67
	57,221	60,112	63,086	66,248	69,555	73,050	76,648	80,496	84,594
<u>E3</u>	30.33	31.85	33.44	35.12	36.85	38.70	40.67	42.67	44.82
	63,086	66,248	69,555	73,050	76,648	80,496	84,594	88,754	93,226

The following pay table is effective July 1, ~~2020~~ 2023<sup>3</sup>

<sup>3</sup> Hourly rate reflects 3% increase on July 1, 2023 per Article 36.02. Annual rate reflects 3% increase with rounding calculations that will be finalized in the printed collective bargaining agreement.

<u>Range</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>
<u>1</u>	16.68	17.01	17.35	17.74					
	34,694	35,381	36,088	36,899					
<u>2</u>	17.20	17.56	17.96	18.38					
	35,776	36,525	37,357	38,230					
<u>3</u>	17.74	18.14	18.60	19.00					
	36,899	37,731	38,688	39,520					
<u>4</u>	18.38	18.83	19.31	19.72					
	38,230	39,166	40,165	41,018					
<u>5</u>	19.00	19.50	19.99	20.60	20.92				
	39,520	40,560	41,579	42,848	43,514				
<u>6</u>	19.72	20.22	20.75	21.26	21.79				
	41,018	42,058	43,160	44,221	45,323				
<u>7</u>	20.60	20.92	21.48	22.02	22.66	23.49			
	42,848	43,514	44,678	45,802	47,133	48,859			
<u>8</u>	21.48	22.02	22.66	23.49	24.39	25.45			
	44,678	45,802	47,133	48,859	50,731	52,936			
<u>9</u>	22.66	23.49	24.39	25.45	26.63	27.84			
	47,133	48,859	50,731	52,936	55,390	57,907			
<u>10</u>	24.39	25.45	26.63	27.84	29.06	30.55			
	50,731	52,936	55,390	57,907	60,445	63,544			
<u>11</u>	26.63	27.84	29.06	30.55	32.04	33.63			
	55,390	57,907	60,445	63,544	66,643	69,950			
<u>12</u>	29.06	30.56	32.04	33.63	35.27	36.99			
	60,445	63,565	66,643	69,950	73,362	76,939			
<u>23</u>	17.35	17.74	18.14	18.60	19.00				
	36,088	36,899	37,731	38,688	39,520				
<u>24</u>	17.96	18.38	18.83	19.31	19.72				
	37,357	38,230	39,166	40,165	41,018				
<u>25</u>	18.60	19.00	19.50	19.99	20.60	20.92			
	38,688	39,520	40,560	41,579	42,848	43,514			
<u>26</u>	19.31	19.72	20.22	20.75	21.26	21.79			
	40,165	41,018	42,058	43,160	44,221	45,323			
<u>27</u>	19.99	20.60	20.92	21.48	22.02	22.66	23.49		
	41,579	42,848	43,514	44,678	45,802	47,133	48,859		
<u>28</u>	20.92	21.48	22.02	22.66	23.49	24.39	25.45		
	43,514	44,678	45,802	47,133	48,859	50,731	52,936		
<u>29</u>	22.02	22.66	23.49	24.39	25.45	26.63	27.84		
	45,802	47,133	48,859	50,731	52,936	55,390	57,907		
<u>30</u>	23.49	24.39	25.45	26.63	27.84	29.06	30.55		
	48,859	50,731	52,936	55,390	57,907	60,445	63,544		
<u>31</u>	25.45	26.63	27.84	29.06	30.55	32.04	33.63		
	52,936	55,390	57,907	60,445	63,544	66,643	69,950		
<u>32</u>	27.84	29.06	30.55	32.04	33.63	35.27	36.99	38.84	40.77
	57,907	60,445	63,544	66,643	69,950	73,362	76,939	80,787	84,802
<u>33</u>	30.55	32.04	33.63	35.27	36.99	38.84	40.70	42.71	44.82
	63,544	66,643	69,950	73,362	76,939	80,787	84,656	88,837	93,226
<u>34</u>	33.63	35.27	36.99	38.84	40.70	42.71	44.82	47.01	49.37
	69,950	73,362	76,939	80,787	84,656	88,837	93,226	97,781	102,690
<u>35</u>	36.99	38.84	40.70	42.71	44.82	47.01	49.30	51.80	54.41
	76,939	80,787	84,656	88,837	93,226	97,781	102,544	107,744	113,173



<b>36</b>	40.70	42.71	44.82	47.01	49.30	51.80	54.38	57.09	59.95
	84,656	88,837	93,226	97,781	102,544	107,744	113,110	118,747	124,696
<b>E1</b>	25.74	26.99	28.34	29.77	31.24	32.81	34.44	36.17	
	53,539	56,139	58,947	61,922	64,979	68,245	71,635	75,234	
<b>E2</b>	28.34	29.77	31.24	32.81	34.44	36.17	37.96	39.86	41.89
	58,947	61,922	64,979	68,245	71,635	75,234	78,957	82,909	87,131
<b>E3</b>	31.24	32.81	34.44	36.17	37.96	39.86	41.89	43.95	46.16
	64,979	68,245	71,635	75,234	78,957	82,909	87,131	91,416	96,013

## **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 substance abuse 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 how medical marijuana will be addressed; 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**

The results of, or the employee's refusal to submit to, any test for the presence of drugs or alcohol may affect the employee's eligibility for Workers' Compensation and benefits pursuant to Chapter 4123 and 4121 of the Ohio Revised Code. For the determination of eligibility for Workers' Compensation and benefits, a positive test creates a "rebuttable presumption." Testing and determinations will be made pursuant to Section 4123.54 or any other applicable provisions of the Ohio Revised Code.

**3. Random Testing**

Employees who have direct contact with inmates, parolees or youths in the Department of Rehabilitation and Correction (DRC) and Department of Youth Services (DYS) 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 (DAS). 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 twenty four (24) hours, whichever is greater. 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.
6. The employee shall be responsible for the cost of all follow-up alcohol and drug tests that are ordered by the Employer.

**B. Federal Testing**

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

**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 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.

**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 Mental Health and 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.

B.U.	Class No.	Title
4	44213	Activity Therapy Specialist 1
4	44214	Activity Therapy Specialist 2
6	54211	Aircraft Attendant
6	54221	Aircraft Maintenance Technician
<del>6</del>	<del>54451</del>	<del>Ambulance Operator<sup>1</sup></del>
7	21582	Amusement Ride and Game Inspector
<u>7</u>	<u>21583</u>	<u>Amusement Ride and Game Lead Inspector<sup>2</sup></u>
14	24951	Aviator <del>3</del>
<del>14</del>	<del>24952</del>	<del>Aviator-2<sup>3</sup></del>
7	24121	Boiler Inspector
6	54542	Boiler Operator
7	24421	Breath Alcohol Testing Inspector
<del>6</del>	<del>53230</del>	<del>Bridge and Lock Tender<sup>4</sup></del>
13	85851	Bridge Specialist 1
13	85852	Bridge Specialist 2
<u>7</u>	<u>24110</u>	<u>Building Inspector 1<sup>5</sup></u>
7	24111	Building Inspector 2
7	24332	CDL Field Representative
4	18111	Children’s Teacher Aide 1
4	18112	Children’s Teacher Aide 2
4	18113	Children’s Teacher Aide 3

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<sup>1</sup> Removes classification.

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<sup>2</sup> Adds new classification.

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<sup>3</sup> Combines classifications.

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<sup>4</sup> Removes classification.

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<sup>5</sup> Adds new classification.

B.U.	Class No.	Title
3	46531	Correction Officer
<b>13</b>	<b>86141</b>	<b><u>Criminalist</u></b> <sup>6</sup>
7	24341	Customer Service Specialist 1
7	24342	Customer Service Specialist 2
6	53821	Delivery Worker
7	24331	Driver License Examiner 1
7	24333	Driver License Examiner 2 (Lead Worker)
7	24131	Electrical Safety Inspector
7	24141	Elevator Inspector
7	24140	Elevator Inspector Trainee
<b>13</b>	<b>86150</b>	<b><u>Evidence Intake Technician</u></b> <sup>7</sup>
7	26531	Fire and Explosion Invest. Bureau Investigator
7	26591	Firefighter
<del>7</del>	<del>26211</del>	<del>Investigator (only in the Lottery Commission and the Department of Public Safety, Private Investigator and Security Guard Section)</del> <sup>8</sup>
4	44211	General Activities Therapist 1
4	44212	General Activities Therapist 2
7	23161	Hazardous Materials Investigation Specialist 1
7	23162	Hazardous Materials Investigation Specialist 2
<del>7</del>	<del>64921</del>	<del>Hazardous Materials Specialist</del> <sup>9</sup>
4	44111	Hospital Aide
4	44113	Hospital Aide Coordinator 1
4	44114	Hospital Aide Coordinator 2
<b>7</b>	<b>26211</b>	<b><u>Investigator (only in the Lottery Commission and the Department of Public Safety, Private Investigator and Security Guard Section)</u></b> <sup>10</sup>
4	44161	Licensed Practical Nurse
7	26592	Lieutenant Firefighter
7	21541	Medical Board Enforcement <sup>11</sup> Investigator
7	23111	Motor Carrier Enforcement Inspector
7	24123	Nuclear Boiler Inspector
4	44310	Occupational Therapy Assistant
7	21561	Pharmacy Board Agent
7	24161	Plumbing Inspector 1
7	24162	Plumbing Inspector 2
3	44141	Psychiatric Attendant
3	44142	Psychiatric Attendant Coordinator
7	23181	Public Utilities Gas Pipeline Safety Compliance Investigator
<del>4</del>	<del>42741</del>	<del>Qualified Pharmacy Technician</del> <sup>12</sup>
7	23311	Railroad Inspector 1
7	23312	Railroad Inspector 2
7	23313	Railroad Inspector 3
6	54461	Research Vessel Operator
3	46111	Security Officer 1
3	46112	Security Officer 2
4	44112	Therapeutic Program Worker
4	44260	Therapy Aide
6	54441	Vehicle Operator 1
3	46611	Youth Leader (Blind/Deaf School)

<sup>6</sup> Adds new classification.

<sup>7</sup> Adds new classification.

<sup>8</sup> Removes classification.

<sup>9</sup> Removes classification.

<sup>10</sup> Adds new classification.

<sup>11</sup> Removes term "Enforcement" in classification.

<sup>12</sup> Removes classification.

\* 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 AND ADDICTION SERVICES, DEVELOPMENTAL DISABILITIES, DEPARTMENT OF YOUTH SERVICES AND DEPARTMENT OF VETERANS SERVICES<sup>1</sup>

<sup>1</sup> No change.

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

<sup>1</sup> Housekeeping. Appendix O not reproduced here.

## APPENDIX P – UNIT-SPECIFIC AGREEMENTS (DEPARTMENT OF VETERANS SERVICES AND DEPARTMENT OF DEVELOPMENTAL DISABILITIES)<sup>1</sup>

<sup>1</sup> No change.

## 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

~~Pursuant to Article 8.02, there shall be a statewide committee consisting of an equal number of Union and Employer representatives. 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.~~

Statewide Meetings: Pursuant to Article 8.02, there shall be a statewide committee consisting of an equal number of Union and Employer representatives. The Statewide Agency Committee will meet at least two (2) times per year but shall receive, upon request, quarterly progress reports. The parties will agree to an agenda in advance. Schedule alternatives shall be an appropriate topic for Labor/Management discussion.

Local Meetings: 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. Base meetings shall be held on a quarterly basis, and the parties will agree to an agenda in advance. 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.<sup>1</sup>

<sup>1</sup> Housekeeping. Clarifies the current practice.

#### 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.

#### Article 11.20 - Health and 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.

#### 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 24 hours worked followed by 48 hours off. 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 a minimum of two thousand nine hundred and four (2,904) hours and a maximum of two thousand nine hundred and twenty one (2,921) hours based on the 24/48 work cycle.



**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 and three (103) 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 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.

**Shift Trades**

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

**Overtime and Compensatory Time**

- 1. Overtime shall be calculated based on hours in active pay status in excess of one hundred six (106) hours during the fourteen (14) day pay period. Overtime shall be compensated at one and one-half (1 1/2) times his/her regular rate of pay. All overtime must be authorized by an administrative authority.

**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**

In lieu of receiving premium for holiday pay or overtime pay for working the holiday, firefighters shall be credited with fifty four (54) hours of personal leave in the first earnings statement which the employee receives after at the end of the pay period that includes the first day of January, April, July and October of each year.

<sup>2</sup> Aligns the timing of crediting Personal Leave with that of 27.02.

**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 ninety six (96) hours.

**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 their regularly scheduled work 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 regularly scheduled work hours
Less than 4 years	.0385
4 years or more	.0577
9 years or more	.0779
14 years or more	.0865
19 years or more	.0962
24 years or more	.1154

**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 twenty (120) hours in a pay period.

Annual Rate of Vacation	Maximum Accumulation
112	336
168	504
224	672
252	756
280	840
336	1008

**Article 29.02 - Sick Leave Accrual**

Firefighters shall accrue sick leave at the rate of .0385 hours of sick leave for every regularly scheduled hour in active pay status, excluding overtime hours, not to exceed one hundred twelve (112) 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 - 56 sick leave	100%
56.1 plus sick leave*	70%

\*Any sick leave utilized in excess of one hundred twelve (112) 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.

### 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 in accordance with ORC 5923.05, regardless of annual scheduled hours.

In the event the military allotment set forth in ORC 5923.05 changes, the parties agree to be bound by such changes.

### 30.02 A - Military Leave Addendum

Firefighters performing (IDT) Inactive Duty Training at a location other than their normal firefighter duty stations 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 three hours in each direction.

Firefighters performing (IDT) who chose to utilize USERRA approved rest and recovery time shall be allowed to use ~~Holiday Leave~~<sup>3</sup>, Vacation, Compensatory time or Personal leave to cover the remainder of their scheduled shift.

### 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 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 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.

### ~~Article 30.09 - Holiday Leave for the Firefighters~~

~~Holiday leave may be used at a mutually agreeable time within two years of the date upon which it is earned. Holiday leave may not be cashed and has no cash value if unused.<sup>4</sup>~~

### Article 33.01 - Uniforms

When the Employer requires an employee to wear a uniform, the Employer will furnish sized uniforms in accordance with Department of Defense (DOD), United States Air Force (USAF), and Air National Guard (ANG) guidelines 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 for the employee. The Employer will keep the uniform in good repair and will replace it upon submission of the worn and/or damaged item 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. 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.

### 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.

## DEPARTMENT OF ADMINISTRATIVE SERVICES

### Security Officer Canvass

- A. Prior to posting a Security Officer or Radio Operator vacancy within the Department of Administrative Services - the DAS shall first canvass full-time<sup>1</sup> Security Officers or Radio Operators for individual preference to move to the vacant shift and facility. Canvassing will be conducted in State seniority order. Prior to posting the resulting vacancy, part-time security officers or radio operators may canvass into a full-time vacancy in State seniority order.<sup>2</sup> 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.
- C. It shall be the exclusive DAS prerogative to determine the number and composition of shifts in each facility.

### 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.

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<sup>3</sup> Housekeeping. Reflects phase out of Firefighter Holiday leave during the 2018-2021 Agency Specific Agreement.

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<sup>4</sup> Housekeeping. Reflects phase out of Firefighter Holiday leave during the 2018-2021 Agency Specific Agreement.

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<sup>1</sup> Requires DAS shall canvass all full-time Security Officer and Radio Operators Bargaining Unit employees before part-time Bargaining Unit employees.

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<sup>2</sup> Requires DAS to offer full-time positions to current part-time Bargaining Unit employees in seniority order.

**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<sup>1</sup>**

<sup>1</sup> No change.

**DEPARTMENT OF COMMERCE<sup>1</sup>**

<sup>1</sup> No change.

**OHIO DEPARTMENT OF DEVELOPMENTAL DISABILITIES<sup>1</sup>**

<sup>1</sup> No change.

**DEPARTMENT OF EDUCATION - OHIO SCHOOL FOR THE DEAF AND OHIO STATE SCHOOL FOR THE BLIND<sup>1</sup>**

<sup>1</sup> No change.

**ENVIRONMENTAL PROTECTION AGENCY<sup>1</sup>**

<sup>1</sup> No change.

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

<sup>1</sup> No change.

**DEPARTMENT OF JOB AND FAMILY SERVICES<sup>1</sup>**

<sup>1</sup> No change.

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

<sup>1</sup> No change.

**DEPARTMENT OF MENTAL HEALTH AND ADDICTION SERVICES**

**Section I: Community Support Network (CSN)**

**A. Transportation Reimbursement**

The Department of Mental Health and Addiction Services 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:

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. 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.

**C. Evaluation Period**

All employees that go into positions in CSN program(s) will serve an evaluation period of one hundred eighty (180) calendar days irrespective of classification and CSN program.

**D. Re-Entry from CSN**

Within the one hundred eighty (180) calendar day evaluation period, the Employer may reassign an employee to the hospital from CSN program(s). After the evaluation period, employees will not have the right to re-enter the hospital.

If the Department initiates placement of 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.

**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.

**E. 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.

**F. CSN Schedule Changes**

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

**G. CSN Report-In/Work Location Closure and/or Local Weather Emergency**

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.

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, OhioMHAS 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.

**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 Employee shall be used to supplement the work force and not erode permanent positions the bargaining unit\* in the following manner:

- a) to fill in for employees on any form of approved leave to include but not limited to sick leave, personal, vacation, compensatory time, bereavement, disability, workers compensation, occupational injury, approved Union leave, administrative leave, educational leave i.e., 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 JCAHO, HCFA, 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:

The Correction Officer (CO), Licensed Practical Nurse (LPN), Psychiatric Attendant (PAT), and Therapeutic Program Worker (TPW) classifications are eligible to be placed in this appointment type.

### 4. Rights:

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

- a) Effective the pay periods including July 1, 2019, any newly hired temporary CO, LPN, PAT, or TPW position within OHMAS shall be an ETA. Employees in this appointment type would not be entitled to step increases until he or she has actually worked two thousand and eighty (2,080) hours. These hours do not need to be consecutive. These hours will not include paid or unpaid leave. These hours will only include regular hours worked and/or overtime hours worked. The employee may continue to advance steps for every two thousand and eighty (2,080) hours actually worked. Any employee converted from an intermittent position to an ETA position in the pay period including July 1, 2019 shall have their hours worked July 1, 2018 credited towards their initial two thousand and eighty (2,080) hours worked for the purpose of the step increase.<sup>1</sup>
- 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.
- 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.
- l) ETAs shall receive eight (8) hours paid leave in the first earnings statement which the employee receives after the first date of January, April, July and October of each year. Employees hired after the state of a calendar quarter shall be credited with a prorated amount on the basis of .0192 hours per hour of non-overtime paid. For each instance of personal leave use, personal leave shall be charged in an initial minimum unit of two (2) hours; personal leave used after the initial two (2) hour minimum unit per instance shall be charged in units of one tenth (1/10) of an hour. This leave shall not be subject to the terms and conditions stated in Article 27 except as otherwise clearly stated above. Management therefore will not be required to grant usage of this leave even if the request is made with forty-eight (48) hours of notice. Employees shall provide prior notice and receive approval for the leave usage, including call off due to illness, as specified in agency policy in order to be paid for this leave. This leave cannot be used by an ETA on any of the holidays listed in Article 26.01. Denial of the usage of

<sup>1</sup> Reflects new language incorporated from Letter of Agreement (LOA).



this leave cannot be grieved. This leave may roll over for usage from quarter to quarter, but must be used by the end of the calendar year in which it was credited. IF the leave is not used by the end of the calendar year, any remaining leave balance will be reduced to zero. This leave has no cash value and is not subject to year end conversion pursuant to Article 27 or any other leave Articles. Employees in this appointment type are not eligible to receive any other paid leave provided in the Collective Bargaining Agreement, except as already outlined in the OMHAS Agency-Specific, Appendix Q, Sections II.A.4.i) and Section II.A.4.j.) These amendments regarding leave for ETAs shall be effective the pay period including July 1, 2019.

OHMAS will monitor retention and recruitment of ETAs, approval and denial of leave for permanent employees, mandatory overtime and other data to determine if utilization of ETAs has impacted operations. This information will be reviewed prior to the next collective bargaining agreement.<sup>2</sup>

<sup>2</sup> Reflects new language incorporated from Letter of Agreement (LOA).

**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.

**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 for resolution. For any reason, if the parties cannot mutually agree, the moving party will give the chair of the Statewide Labor Management Committee a sixty (60) day written notice if it intends to discontinue the program at the local level. During the sixty (60) day period the parties will meet and attempt to resolve the issues.

**E. Pre-Posted Overtime**

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

**F. Mandatory Overtime:**

Where circumstances permit, no employee shall be mandated more than one (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):**

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 or will 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.

**I. TPW Educational Supplement**

The parties mutually agree to the creation of an educational supplement for eligible OhioMHAS employees classified as Therapeutic Program Workers (TPW). The amount of the supplement will be at the sole discretion of the OhioMHAS 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 OhioMHAS/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 OhioMHAS reserves the right to annually review the status, effectiveness of the program, and economic ability of the Department to continue the supplemental payment.

**J. Institutional Seniority**

As of July 1, 2015, all new hire employees will use state seniority for bidding under 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**

**ODNR - Established Term Appointment Type**

Within the Ohio Department of Natural Resources, the Irregular and Regular Established Term (ETI/ETR) appointment type will no longer be utilized.

**ODNR - NRW and NRS Employees**

**A. Natural Resources Worker (NRW)**

1. NRW employees shall only be hired as an intermittent appointment type.
2. The provisions of Article 7.03 shall apply.
3. The pay range shall be step 1 of current Agency Specific CBA NRW pay table.
4. In the Division of Parks and Watercraft, the primary season for NRW employees will include the pay period which includes April 1 through the pay period that includes October 31.
5. ODNR shall notify the OCSEA if the primary NRW season changes.
6. The NRW pay ~~table rate~~<sup>1</sup> will be updated ~~to reflect bargaining unit increases per Article 36-2~~<sup>2</sup> with the beginning of the pay period which includes July 1 of each year, in accordance with the following pay table:<sup>3</sup>

~~Current NRW pay range (effective July 1, 2017):~~

<del>Pay Range</del>	<del>Step 1</del>
<del>Hourly Rate</del>	<del>\$9.74</del>
<del>Annual</del>	<del>\$20,197<sup>4</sup></del>

<u>Year</u>	<u>July 1, 2021</u>	<u>July 1, 2022</u>	<u>July 1, 2023</u>
<u>Hourly Rate</u>	<u>\$12.00<sup>5</sup></u>	<u>XXX</u>	<u>XXX<sup>6</sup></u>

**B. Natural Resources Specialist (NRS)**

1. The NRS classification shall only be used for age 18 and under employment in retail operations (e.g. camp stores, pro-shops, marinas, etc.) unless mutually agreed otherwise.
2. The primary season for NRS employees will include the pay period which includes May 14 through the pay period that includes September 9.
3. ODNR agrees to limit the number of hours that can be assigned to NRS employees to 50,000 per payroll fiscal year.
4. NRS Employees are not members of the OCSEA Bargaining Unit and therefore have no rights under the OCSEA Collective Bargaining Agreement.

**C. Reports - NRS, Bargaining Unit Intermittent and Part-Time**

1. On a monthly basis, the ODNR shall provide to the OCSEA a report of bargaining unit intermittent and part-time employees. The reports shall include the employee name, classification title, appointment type, work location, and accumulative hours worked in the payroll fiscal year.
2. At the end of the first pay period in October of each payroll fiscal year, the ODNR will provide to the OCSEA a report of NRS employees. The report shall include the employee name, classification title, work location, and accumulative hours worked in the payroll fiscal year.

**ODNR - Mineral Resources Management (MRM) and Oil and Gas Resources Management**

Within the Divisions of MRM and Oil and Gas Resources Management, 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 and Oil and Gas Resources Management 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. The Agency shall provide notice of a residency requirement change to the Employee and Union at least fifteen (15) calendar days prior to the change. The employee will have sixty (60) calendar days after the effective date to establish a new residence.<sup>7</sup> Residency requirement is an appropriate subject for Labor/Management.

**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.

<sup>1</sup> Housekeeping.

<sup>2</sup> Housekeeping.

<sup>3</sup> Housekeeping.

<sup>4</sup> Housekeeping.

<sup>5</sup> Targets NRW pay increase to address specific recruiting issues with this job classification and shall not be used for any other purpose or relied upon as intent for wage increases or any other economic benefit in the main contract.

<sup>6</sup> Table reflects new dates and amounts for raises based on main table negotiations. July 1, 2022 and July 1, 2023 will need updated amounts based on 3 percent (3%).

<sup>7</sup> Modifies MRM/OG residency notice to include 60 days to establish residency from date of notice (allows for more notice than 15 days).

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.

**Agency Grievance Meetings:**

Article 25.02 as applied to ODNR is modified to the following language:

Any grievance filed by or for an ODNR employee shall be initiated at Step two (2) of the grievance procedure within twenty (20) days of the date the grievant became or reasonably should have become aware of the occurrence giving rise to the grievance. The remainder of Article 25.02 remains unchanged.

The parties will make videoconferencing and teleconference available as practicable. The topic of locations for grievance meetings is an appropriate topic for Labor/Management.

**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 submission by June 1<sup>st</sup> of a current certification from the Society of American Foresters (SAF) certification:

	<b>Class</b>	<b>Pay Range</b>
22321	Forestry Technician	28
22322	Forester (non-urban)	30

Further, employees in the Forester classification with the working title of Forester Urban will be eligible for the supplement upon submission by June 1<sup>st</sup> of a current certification from the International Society of Arboriculture (ISA) certification.

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

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

**ODNR 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: Financial Associate from part-time to full-time);
- B) The order of appointment types is recognized in the following ascending order: Intermittent, part-time and full-time;
- C) When a part-time or Intermittent employee in the identified classification within the headquarter county would have a right or consideration under Article 17 and has at least one (1) year of service (i.e. 26 pay periods worked) 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 Office of Human Resources at least fifteen (15) calendar days prior to the increase in 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. Position Description; and
  - 7. Listing of other OCSEA employees in the headquarter county.

If OCSEA does not contest the accuracy of the aforementioned information within fifteen (15) calendar days after notification, the requesting ODNR division shall proceed with the appointment type change.

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

**ODNR - Vehicle Commute Time**

Due to the unique travel involved for the “non-permanent dredge locations” program, Article 13.06 is modified as follows:

- 1. All dredge employees who are assigned to non-permanent dredge locations will be eligible for paid status after having traveled ~~one (1) hour~~<sup>8</sup> **forty-five (45) minutes**<sup>9</sup> from their residence whether in a state owned or personal vehicle. Commute time over ~~one (1) hour~~<sup>10</sup> **forty-five (45) minutes**<sup>11</sup> will be in paid status regardless of whether they are traveling to Buckeye Lake or any other work location.
- 2. When returning the vehicle at the end of their work day, non-permanent dredge employees will cease being in paid status ~~one (1) hour~~<sup>12</sup> **forty-five (45) minutes**<sup>13</sup> from their residence whether in a state or personal vehicle.
- 3. A list of non-permanent dredge employees will be provided to the Central Office OCSEA Representative annually at the beginning of the dredge season.

<sup>8</sup> Removes old commute time language.

<sup>9</sup> Modifies commute time.

<sup>10</sup> Removes old commute time language.  
<sup>11</sup> Modifies commute time.

<sup>12</sup> Removes old commute time language.  
<sup>13</sup> Modifies commute time.

4. All other dredge employees not reporting to a non-permanent dredging worksite will follow Article 13.06 regarding payment for any additional travel time.

#### **ODNR - Headquarter County Change**

Due to operational need, scope and/or mission of an Agency, the Employer maintains the right to permanently relocate an employee and/or his/her position to another headquarter county within the same Appendix J Geographic Jurisdiction. The employee shall only be relocated to perform duties appropriate to the same classification which he/she holds. Such relocations do not constitute the creation or filling of a vacancy pursuant to Section 17.02. The Agency shall provide notice of the headquarter change to Employee and Union at least fifteen (15) calendar days prior to the change. The headquarter county change shall be by mutual agreement with the union; however, if the OCSEA does not sign the agreement within fifteen (15) calendar days of notice, the Agency shall proceed with the headquarter county change.

#### **Dispatch Operations Center**

**The Employer reserves the right to cancel or deny personal leave requests on Memorial Day, July 4th, Labor Day, deer gun season as designated by Division of Wildlife (e.g., Monday following Thanksgiving through the next Sunday), and a bonus weekend for deer-gun season as designated by Division of Wildlife.**<sup>14</sup>

<sup>14</sup> Reflects increase in pay range from a 28 to a 29 per the Telecommunications Letter of Agreement (LOA). No change to class specifications in exchange for blackout language.

## **OPPORTUNITIES FOR OHIOANS WITH DISABILITIES**

### **Pre-Development Unit**

The purpose of the Pre-Development Unit in the Opportunities for Ohioans with Disabilities (OOD)/ Division of Disability Determination (DDD) is to accomplish the following: Focus on providing service to our customers; increase DDD 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 **Senior** 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. 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 4 position. Time spent as a DCDA shall not count as time served for promotions in the DCA classification series.<sup>1</sup>

<sup>1</sup> Housekeeping

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 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.

All staff who are selected as DCDA's shall remain in the DCDA classification for the probationary period and cannot opt out until after the 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.

### **Relocation and Retention**

This Agreement regarding relocation and retention made December 23, 2008, by and between the 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 OOD the ability to retain staff. This Agreement is a cooperative commitment between OCSEA and OOD that demonstrates the value of and allows bargaining unit employees within 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 OOD Management has the discretion to accept or deny the request for transfer or demotion. 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 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 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. 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 OOD Assembly President and the President of Chapter 2538. Copies of the acceptance and/or denial letter will also be sent to the 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 365 Day 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 OOD and OCSEA, DCA # employees will progress to the Senior DCA # position upon successful completion of the Senior DCA # promotion assessment. DCA # employees may choose to remain a DCA# employee and opt out of the progression.<sup>2</sup>
- 2. DCA# employees become eligible to take the Senior DCA # promotion assessment after they have obtained three (3) years of service as a DCA # by the date of the promotion assessment (or three (3) years of service in an equivalent Determination Services position with another state, or a combination of the above equal to three (3) years).<sup>3</sup>
- 3. Eligibility is also contingent on the DCA # employee having no active discipline for performance at a “written” level or higher.<sup>4</sup>
- 4. Additionally, eligibility is also contingent on the DCA # employee having no more than one (1) “DOES NOT MEET” on their last annual evaluation. Employees with more than one (1) “DOES NOT MEET” 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 Senior DCA # promotion assessment when it is offered.<sup>5</sup>
- 5. The promotion assessment will be given at least once in a calendar year.
- 6. DCA #s that have obtained three (3) years of service as a DCA# may attend specific Agency training prior to taking the assessment. The training session will be offered at least once in a calendar year.<sup>6</sup>
- 7. Senior DCA #s will serve a 180 Day probationary period. Employees who do not pass the probationary period (or who elect to demote back to the DCA# position) may not re-apply for advancement to the Senior DCA # position for 365 Days after returning to the DCA # but the said employees shall not be required to retake the Senior DCA # assessment unless a new test instrument has been constructed.<sup>7</sup>
- 8. Part-time DCA # employees advancing to the Senior DCA # Position will serve an equivalent probationary period based on the number the hours worked.<sup>8</sup>

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<sup>2</sup> Housekeeping

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<sup>3</sup> Housekeeping

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<sup>4</sup> Housekeeping

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<sup>5</sup> Housekeeping

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<sup>6</sup> Housekeeping

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<sup>7</sup> Housekeeping.

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<sup>8</sup> Housekeeping.

**OHIO DEPARTMENT OF PUBLIC SAFETY<sup>1</sup>**

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<sup>1</sup> No change.

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

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<sup>1</sup> No change.

**DEPARTMENT OF REHABILITATION AND CORRECTION<sup>1</sup>**

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<sup>1</sup> No change.

**OHIO DEPARTMENT OF TRANSPORTATION<sup>1</sup>**

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<sup>1</sup> No change.

**DEPARTMENT OF VETERANS SERVICES<sup>1</sup>**

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<sup>1</sup> No change.

**OHIO BUREAU OF WORKERS’ COMPENSATION<sup>1</sup>**

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<sup>1</sup> No change.

**DEPARTMENT OF YOUTH SERVICES<sup>1</sup>**

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<sup>1</sup> No change.

**APPENDIX R – VOLUNTARY COST SAVINGS PROGRAM**

Voluntary Cost Savings Program Plans shall offer employees any of the following three (3) four (4) 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

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<sup>1</sup> Housekeeping.



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 shall allow a full time or part-time employee the opportunity to be credited with either forty (40) or eighty (80) voluntary cost savings hours during the course of the fiscal year. Employees participating in this plan will have each bi-weekly paycheck reduced over the course of the fiscal year in an amount that equates to either forty (40) or eighty (80) hours in total. An employee is entitled to use all available voluntary cost savings hours during the fiscal year, at times mutually agreed to between the employee and the Employer. If an employee has been prevented from using all of their voluntary cost savings hours, a reconciliation will be conducted by the agency and the employee's pay will be credited for the hours not taken at the end of the fiscal year. If an employee separates from state service during the fiscal year, the employee shall receive payment for the amount of money that has been deducted less the cost of the time used. If the employee used more time than deducted, the employee's final paycheck will be adjusted to balance out the excess hours taken. Employees participating in this plan shall maintain their appointment type, as full-time or part-time, 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.~~

D. Option #4 - Other cost saving measures may be explored by Agency Labor/Management Committees.

~~E.~~ All employees (except project employees) who have completed their initial probationary period shall be eligible to participate in this program.

~~F.~~ Participation in this program is strictly voluntary.

~~G.~~ Employees participating in this program shall not be eligible for unemployment benefits.

~~H.~~ 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.

~~I.~~ 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.

~~J.~~ 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.

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<sup>2</sup> Additional option allows employee to participate in Voluntary Cost Savings Days Program and remain in active pay status. Payment for days used are to be deducted from paycheck throughout fiscal year.

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<sup>3</sup> Housekeeping.

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<sup>4</sup> Housekeeping.

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<sup>5</sup> Housekeeping.

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<sup>6</sup> Housekeeping.

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<sup>7</sup> Housekeeping.

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<sup>8</sup> Housekeeping.

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<sup>9</sup> Housekeeping.

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<sup>10</sup> Reflects that the Voluntary Cost Savings Days Program is no longer considered a pilot program. Language is stricken.

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<sup>1</sup> No change.

## APPENDIX S – IT AGREEMENTS<sup>1</sup>

### APPENDIX T – FURLOUGH

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.

#### 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.
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 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.
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.
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.
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.

**B. Terms of Furlough**

1. During a furlough, employees shall not receive compensation from the Employer, except as provided by this Appendix.
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.
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.
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.
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.
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.

**C. Alternative Procedures**

**At the request of either party, the parties will meet to discuss in good faith the use of the above furlough procedures for reasons other than those contained in this article. The implementation of this language shall only be made between the parties by mutual agreement in an LOA format.<sup>1</sup>**

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<sup>1</sup> *New language added regarding procedure should there be a reason for action outside of those established in this article.*

# RATIFICATION LETTER OF AGREEMENT

## Letter of Agreement

Pursuant to the Collective Bargaining Agreement for the Ohio Civil Service Employee Association (OCSEA) and Chapter 4117 of the Ohio Revised Code ORC, the State of Ohio, Department of Administrative Services, Office of Collective Bargaining (OCB) and OCSEA have reached the following agreement. This agreement is limited solely to the negotiation and ratification of the 2021-2024 OCSEA Contract. This agreement becomes effective upon the signature by the Deputy Director of the OCB or designee.

## Agreement

The parties agree that following a tentative agreement between the parties or issuance of a fact-finding report:

- OCSEA will be permitted to make no more than seven email distributions using the State email system for the sole purpose of ratification of the 2021 collective bargaining agreement. The email distributions are limited to providing information to employees regarding the process, the contents of the tentative agreement and/or fact-finding report, and conducting the ratification vote online and will contain the messages in Attachment 1. The emails shall not be political, partisan, or defamatory. The email distributions must occur during the time period between a tentative agreement being reached between the parties or the receipt of a fact-finding report and the conclusion of the voting period as specified in the Mutually Agreed Dispute Resolution Procedure. The email distributions may not contain any attachments. OCSEA must notify OCB at least 48 hours in advance of any email distribution and provide copies of the emails to the OCB Deputy Director at the time of notification.
- Employees will be permitted to use their State computer to vote, but voting shall occur on employee breaks, lunches, or before/after shift.
- OCSEA is responsible for the email distributions and the online ratification vote. The State will work with OCSEA both in advance and at the time of distribution and the online ratification vote regarding access issues. The Union must work with the State in advance of setting up the site for the online ratification vote to ensure that the State can allow access to the site and provide adequate time for testing. The State will take reasonable measures within security protocols to allow employee access to the email and the site for the online ratification vote. The State is not responsible for any issues, including but not limited to security issues, relative to the email distribution or the online ratification vote. The State cannot guarantee that individual employee email settings will permit the receipt of the emails (e.g. employees can individually block emails or emails go to clutter or junk based on employee preferences). The State is also under no obligation to provide email addresses to employees who do not otherwise have State email addresses in order to facilitate this process; it is OCSEA's responsibility to find another mechanism to communicate ratification information to those employees. No grievance or unfair labor practice may be filed against the State for anything connected to the email distribution or the online ratification vote.
- OCSEA will hold the State harmless for any issues which may arise from the emails sent by OCSEA and/or ElectionBuddy under this Letter of Agreement.

**RATIFICATION LETTER OF AGREEMENT *CONTINUED***


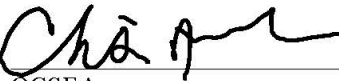

- This provision is non-precedent setting and does not in any way change the language in the collective bargaining agreement regarding allowed uses of the State email system.
- The parties understand the emails may be subject to the Ohio Revised Code Public Records Act.

**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, or arbitration. This agreement shall not be used and shall not set precedent in the current or future negotiations and impasse proceedings.

**Termination and Modification**

This agreement shall expire upon completion of the above terms, but no later than May 1, 2021, unless extended by written agreement of the parties.

 _____ OCB	<u>2/16/2021</u> Date
 _____ OCSEA	<u>2/16/2021</u> Date
 _____ OCSEA	<u>02/16/2021</u> Date

**Attachment 1  
OCSEA List of Email Messages**

A requested by OCSEA, the following messages/emails, up to seven messages, will be sent in accordance with the terms of this Letter of Agreement:

1. A notice from OCSEA of when and how the election will take place.
2. A notification from OCSEA when the Vote is taking place (with a link to OCSEA to view the Tentative Agreement and a link to take the individual to their ballot).
3. Email from ElectionBuddy with notification of voting with a verification code.
4. Emails (two) from ElectionBuddy reminder of the open voting time frame.
5. Email from OCSEA indicating the election has concluded.



# TELEWORK LETTER OF AGREEMENT

## Telework Letter of Agreement

Pursuant to the Collective Bargaining Agreement (the agreement) for the Ohio Civil Service Employees Association Local 11, AFSCME, AFL-CIO (Union) and Chapter 4117 of the Ohio Revised Code (ORC), the State of Ohio, Department of Administrative Services, Office of Collective Bargaining (OCB) have reached the following agreement. This agreement becomes effective upon the date of signature by the Deputy Director of OCB, or designee.

### Agreement

The following outlines the agreement between OCSEA and the State of Ohio in regard to teleworking. Teleworking is a flexible work arrangement where an employee is directed or permitted to work remotely from a designated alternative work location. By entering into this agreement, the parties have jointly committed to exploring telework initiatives.

- 1) Teleworking is an appropriate topic for Labor/Management Committees pursuant to Article 8 of the collective bargaining agreement. Possible topics for discussion may include, but are not limited to:
  - a) Eligibility criteria, which includes the classifications/positions that are appropriate for telework;
  - b) The alternative work site (i.e., work-at-home, telework center, or other);
  - c) Specific hours and days per week to be worked at the alternative workplace;
  - d) Pertinent equipment, essential to the performance of job duties, to be provided and by whom;
  - e) Method of communication to be used between the official duty station and alternative workplace; and
  - f) Notice for starting, modifying, eliminating an employee's participation in telework.
- 2) Each agency will share return to office plans at Labor/Management Committees before employees are returned to the office following the Covid-19 pandemic and provide, if requested, an opportunity for a meeting and discussion, including an opportunity for the Union to provide input on which classifications/positions may be appropriate for continued telework.
- 3) Either party can request the use of a facilitator when discussing teleworking at Labor/Management Committee. Agencies can request the use of a facilitator through the Office of Collective Bargaining and union representatives can request the use of a facilitator through central office headquarters at OCSEA. The Office of Collective Bargaining and OCSEA will coordinate the use of a facilitator where appropriate.
- 4) An Agency will provide the Union at least 14-days' notice prior to the implementation of a new Telework Policy or a change to an existing Telework Policy. The Union will be afforded an opportunity to discuss the proposed changes.
- 5) Nothing in agency teleworking policies will modify or conflict with the terms of the collective bargaining agreement. The parties recognize that issues related to terms and conditions of employment are subject to bargaining pursuant with ORC 4117.

### 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.



**TELEWORK LETTER OF AGREEMENT *CONTINUED***

**Termination and Modification**

This agreement shall remain in effect through the duration of the 2021-2024 OCSEA Collective Bargaining Agreement. The agreement shall expire at the expiration of the current collective bargaining agreement.

 2/23/2021  
ODAS, Office of Collective Bargaining Date

 2/18/2021  
[Union] Date

 02/18/2021  
[Union] Date

# **VIRTUAL HEARING LETTER OF AGREEMENT**

## **Letter of Agreement**

Pursuant to the Collective Bargaining Agreement 2021-2024 for the Ohio Civil Service Employees Association (OCSEA) and Chapter 4117 of the Ohio Revised Code (ORC), the State of Ohio, Department of Administrative Services, Office of Collective Bargaining (OCB), the Department of Administrative Service (DAS) and OCSEA have reached the following agreement.

### **Agreement**

The parties agree to the utilization of virtual means for conducting alternative dispute resolution (ADR), to include virtual mediation and non-traditional arbitration (NTA) hearings, as an alternative to an in-person hearing.

The virtual platform utilized for conducting ADR hearings shall be mutually agreed upon. The platform must be authorized by and verified as secure by each party's Information Technology security representatives.

The virtual platform shall support all the needs of the parties to present a grievance hearing at ADR effectively as identified below.

Virtual platform practices ensuring an effective and secure ADR hearing:

- The parties agree that they will not record, save, or otherwise capture any audio, video, files, documents, chat texts, or any other data that the Party would not have access to but for the mediation or arbitration, unless provided by another Party with knowledge and consent. If any recordings, saves or other captures of data occur of a hearing unintentionally, all parties must be notified immediately and any data unintentionally saved or captured must be immediately and permanently deleted.
- Only Parties of the hearing may attend or have access to any part of the virtual ADR hearing, unless all parties are notified of additional attendee(s) and agree to additional attendance or observation. Additional attendees are subject to the same restrictions outlined in this agreement.
- Parties shall not share the virtual hearing meeting invite or password to any non-party.
- All virtual hearings will have the following logistics and aspects:
  - All Parties shall have video and microphone capability for the virtual hearing. If equipment (e.g. microphone, video, etc) is unavailable the grievant may opt out of the virtual process.
  - Equipment and access should not be the responsibility of Union member to provide. Union members and representatives may utilize their own equipment if they desire, pursuant to the provisions of the collective bargaining agreement. The State will not be responsible for providing equipment to terminated employees.
  - There shall be a virtual Waiting Room, and all parties will first wait in the virtual Waiting Room.

## **VIRTUAL HEARING LETTER OF AGREEMENT *CONTINUED***

- Parties entrance into the virtual hearing will be by admittance by a host or co-host.
  - Hearings will be set up with caucus rooms for parties, if necessary or requested by either party or the arbitrator.
  - Virtual hearings will have accessibility for document sharing for any party during case presentation.
  - NTA documentation should be provided prior to virtual hearing.
  - The parties will perform a test run of the virtual hearing prior to scheduled hearings to ensure all equipment is working properly.
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- Documentation for all virtual arbitrations shall be provided to the opposing advocate, scheduler (OCB & OCSEA), and arbitrator seven (7) days prior to hearing under the agreed upon format.
  - Parties will continue with their standard practice for all ADR preparation for purposes of witness prep, release, as outlined in the Collective Bargaining Agreement.
  - Mediation or Arbitrations shall not be recorded or transcribed by Parties unless mutually agreed. If an arbitration shall be transcribed or otherwise recorded, the parties will follow normal practice as outlined in the Collective Bargaining Agreement.
  - Arbitrations will only be scheduled virtually by mutual agreement.
  - Any grievance subject of terminations, abuse, or use of force may opt out of virtual mediation.
  - The parties acknowledge that virtual hearings may not be appropriate for every case. In the event the parties have concerns about a virtual hearing, they will discuss the best way to proceed forward.
  - Access to OCSEA members and members' access to various forms of communication as provided in sections 3.02, 3.06, 24.04, 24.05, 25.01, and 25.07 prior to Virtual Mediation/Arbitration for preparation and during hearing.
  - If prior to or during the Virtual Hearing process any technological issues occur, which cannot be remedied within a reasonable timeframe, the grievance may be rescheduled without dispute.
  - Release would continue to be worked out locally. Reasonable release time shall be provided to members to ensure preparation with the advocate. In positions where member(s) may be located away from the appropriate technology, time to travel to said technology shall be provided.
  - OCB will provide the agreed upon platform and send hearing invites to Union headquarters and assigned Regional Representative.

**VIRTUAL HEARING LETTER OF AGREEMENT *CONTINUED***


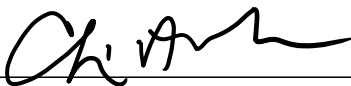

The obligations imposed by this agreement are in addition to and do not supersede any obligations imposed by applicable agreements, state or federal laws regarding mediation and confidentiality.

**Scope of Agreement**

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 2021- 2024 Ohio Civil Service Employees Association Collective Bargaining Agreement.

 _____ ODAS, Office of Collective Bargaining	<u>2/14/2021</u> Date
 _____ [Union]	<u>2-12-2021</u> Date
 _____ [Union]	<u>2/12/2021</u> Date

### Letter of Agreement

Pursuant to Section 36.05(C) of the Collective Bargaining Agreement (the Agreement) for the Ohio Civil Service Employees Association (OCSEA) and Chapter 4117 of the Ohio Revised Code (ORC), and the State of Ohio, Department of Administrative Services, Office of Collective Bargaining (OCB), OCB and the OCSEA have reached the following agreement. This agreement becomes effective on the same date as the 2021-2024 collective bargaining agreement.

### Agreement

The parties agree to extend the alternative compensation pilot for IT classifications for the duration of the 2021-2024 collective bargaining agreement.

For purposes of the pilot:

- The parties agree to use alternative compensation for IT classifications for a minimum of one agency and up to a maximum of five agencies (including divisions/departments thereof) in each year of the collective bargaining agreement. The participating division/department or agency will form a local labor management sub-committee consisting of an equal number of labor and management representatives to establish the terms and process for the pilot at the local respective division/department or agency. The terms and processes established by the local labor management sub-committee at the participating division department or agency are not final without agreement from a representative of OCSEA Central Office and the Deputy Director of the Office of Collective Bargaining.
- The parties agree to explore the development of high-performance work systems. The parties may agree to jointly develop or revise work processes, pilot experimental classifications and compensation systems in individual agencies or portions thereof, implement flatter organizational structures, implement flexible scheduling methods and/or consider other alternatives that may contribute to more efficient and effective delivery of State government services.
- The parties may agree to develop local Agency joint training initiatives such as work redesign and compensation methods in order to provide employees with the knowledge and skills necessary to achieve goals and objectives.
- The local labor management sub-committee shall establish metrics to measure the impact of the pilot at each participating division/department or agency. Management representatives of the local labor management sub-committee shall provide the labor representatives with information relating to the established metrics including, but not limited to, overtime hours worked for participating employees, staff augmentation costs and numbers of staff augmentation personnel at the participating divisions/departments in the IT space. The information provided shall only be used for measuring the impact of the pilot project and no grievances regarding staff augmentation shall be filed relating to divisions/departments participating in the pilot for the duration of the pilot project.



**IT PILOT EXTENSION  
AGREEMENT *CONTINUED***

**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 pilot shall remain in effect through the duration of the 2021-2024 OCSEA Collective Bargaining Agreement. The agreement shall expire at the expiration of the current collective bargaining agreement.



~~ODAS, Office of Collective Bargaining~~

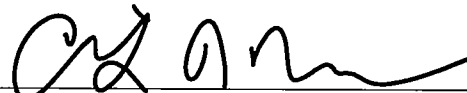
Date 03/10/2021

OCSEA



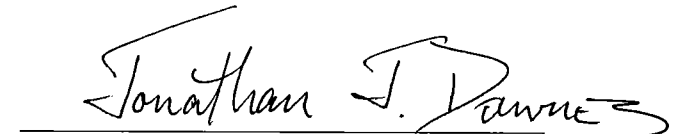
ODAS, Office of Collective Bargaining

Date 3/10/2021



OCSEA

Date 3/10/2021



~~OCSEA~~ ODAS / OCB

Date 3/10/2021

**ARTICLE 13.15 LETTER OF AGREEMENT**

**Letter of Agreement  
Between OCSEA and the State of Ohio**

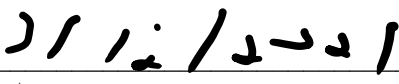
The parties agree to the following interpretations/modifications as they pertain to the designated section 13.15 of Article 13 in the 2021-2024 Collective Bargaining Agreement:

The parties agree:

- The changes in 13.15 the 2021-2024 CBA do not impact any active grievances arising out of the language in the 2018-2021 CBA.
- Further, the language changed and in section 13.15 of the 2021-2024 CBA shall not be introduced, referred to, or in any other way utilized in any Arbitration, litigation or administrative hearing involving an active grievance arising out of the 2018-2021 CBA.

The force and effect of this Letter of Agreement does not expire until all arbitrations, litigation or administrative hearings involving section 13.15 of the 2018-2021 Collective Bargaining Agreement are resolved.

  
\_\_\_\_\_  
OCSEA

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Office of Collective Bargaining

3/15/2021  
\_\_\_\_\_  
Date

# ADJUTANT GENERAL AGENCY- SPECIFIC AGREEMENTS

## Letter of Agreement

Pursuant to the Collective Bargaining Agreement for the Ohio Civil Service Employee Association (OCSEA) and Chapter 4117 of the Ohio Revised Code, the State of Ohio, Department of Administrative Services, Office of Collective Bargaining (OCB), the Adjutant General's Department (ADJ) and OCSEA have reached the following agreement. This agreement becomes effective upon the signature by the Deputy Director of the Office of Collective Bargaining (OCB), or his designee.

## Agreement

- This Letter of Agreement outlines specific processes and implementation details associated with the agency specific language of the ~~2018-2021~~ 2021-2024 OCSEA Collective Bargaining Agreement.
- Pursuant to Section 33.01 in agency specific language in Appendix Q, the following items will be issued upon hire of a bargaining unit employee and may be replaced as needed because of ordinary wear and tear. When the damage is determined to be the result of other than ordinary wear and tear, the employee shall be responsible for paying for the cost of the replacement.

### Station wear:

- Boots (1 pair each)
- Pants (4 each) NFP A compliant
- T-shirts (3 each)
- Duty pull overs (2 each), with patches/embroidery
- Polo shirts (3 each) with patches/embroidery NFP A compliant
- Belts (1 each)
- Work Coat, with patches/embroidery

### Physical training (PT) clothes

- Shorts (2 each)
- T-shirts (2 each should be in addition to the ones listed above in station wear)
- Sweat pants (1 each)
- Sweatshirt (1 each)
- Athletic shoes

### Turn out gear

- As set forth in applicable NFPA, TIG guidelines, AFI sections.

**Adjutant General Agency-Specific  
Agreements *Continued***

Section 30.09 in agency specific language in Appendix Q:

- ~~May 28<sup>th</sup>, 2018 will be the last Holiday employees will earn any Firefighter Holiday Leave. Firefighter Holiday leave has no cash value and must be used prior to May 28, 2020.~~

Section 27.02 in the agency specific language in Appendix Q:

- ~~The first credit of the new personal leave allotment set forth in agency specific language in Appendix Q of the Contract will occur in the pay period including July 1, 2018.~~
- ~~Employees will receive a prorated adjustment of 0.8 hours of personal leave for each employee who received or was entitled to receive a personal leave allotment in January 2018 and April 2018. The maximum adjustment for any employee will be 1.6 hours of personal leave.~~

Section 29.05 in the agency specific language in Appendix Q:

- Pursuant to Section 29.05 of the Contract, annual conversion rates for sick leave are as outlined in the following chart:

Hours of sick leave used	Conversion Rates
0	80%
0.1 to 11.2	75%
11.3 to 22.4	70%
22.5 to 33.6	65%
33.7 to 44.8	60%
44.9 or more	55%

Posting of Work Schedules - Annual forecasting process

- Military deployments and/or leaves of absence are deemed on shift and/or available during the forecasting process.

A state-wide policy will be developed that addresses the annual forecasting process as discussed during the agency specific negotiations. Any future changes to the annual forecasting process shall be addressed through the Labor/Management meeting process.

**ADJUTANT GENERAL AGENCY-  
SPECIFIC AGREEMENTS *CONTINUED***

• Overtime (OT)

- The ADJ will explore a standardized approach to determine risk level assessment to advise Air Wing Commanders.
- Forced overtime after exhausting the volunteer OT list of BU employees - Once the voluntary OT list of Bargaining Unit (BU) has been exhausted and not filled; exempt personnel may volunteer for the needed OT prior to a BU member being mandated.
- When OT need is caused by exempt personnel; volunteer BU personnel will be canvased for need, then if no volunteer BU personnel accept the OT offered, exempt personnel may be used to cover the need.

Shift trade process as referred to in agency specific language in Appendix Q:

**Process and Guidelines for all shift trades:**

- Employees may be subject to discipline for failing to report for the traded shift.
- Both impacted employees will need to notate on the shift trade form their original scheduled pay cycle hours (i.e., 120, 113, or 103).
- The Overtime (OT) rules of the pay cycle of the traded shift will control the OT payment in the new cycle. When an employee does not work the full scheduled pay period due to a shift trade those OT rules apply to the picked-up shift. See below chart for additional explanation. ST is hours subject to Straight Time (ST), OT is hours subject to Overtime Rate (OT).
- Shift trades must be full 24-hour periods. No partial shift trades will be allowed.
- Shift trades shall not result in an employee working more than 48 consecutive hours.
- Shift trades shall make an employee ineligible for overtime (mandate or canvas) if awarding overtime would result in working more than 48 consecutive hours.

**Additional Guidelines for trades within the same pay period:**

- No employee under any circumstances will be allowed to re-trade a shift within the same pay period.
- Subject to the limitation above, there are no restrictions on the number of shift trades within the same pay period.

**Additional Guidelines for trades outside of the same pay period:**

- Each employee is limited to one shift trade within a 6-week work cycle as determined annually by the Agency
- No employee under any circumstances will be allowed to re-trade a shift within that 6-week work cycle.



**ADJUTANT GENERAL AGENCY-  
SPECIFIC AGREEMENTS *CONTINUED***

Original scheduled hours	Pay check Result	Originally scheduled hours the employee trades into	Pay check Result
120 (work 96) <sup>1</sup>	96 ST	113 (work 137)	21 OT 116 ST
120 (work 96)	96 ST	103 (work 127)	14 OT 113 ST
113 (work 89)	89 ST	103 (work 127)	7 OT 120 ST
113 (work 89)	89 ST	120 (work 144)	21 OT 123 ST
103 (work 79)	79 ST	113 (work 137)	7 OT 130 ST
103 (work 79)	79 ST	120 (work 144)	14 OT 137ST

The parties agree that nothing in this agreement shall be construed as modifying any other provision of the Collective Bargaining Agreement except as set forth herein.

**Scope of Agreement**

This agreement constitutes the complete understanding of the parties and merges and supersedes any 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**

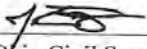
This agreement shall remain in effect through the duration of the ~~2018-2021~~ **2021-2024** OCSEA Collective Bargaining Agreement. The parties shall meet to discuss the continuation of the agreement. If the

<sup>1</sup> Example - Employee is scheduled to work 120 hours in pay period "A". He wants to trade a 24-hour shift with another employee NOT in the same pay period, pay period "B". For the purposes of this example, the result of the trade is that he will work that 24-hour traded shift in the pay period where he was originally scheduled to work 113 hours. The effect of the shift trade is that he will now work 96 hours in pay period A and receive 96 hours of regular pay on his paycheck. In Pay period "B" the employee will have worked 137 hours and will receive a pay check with 116 hours of regular pay and 21 hours of OT (7 hours for the 106-113 regularly scheduled shift and 14 from the pay period A).

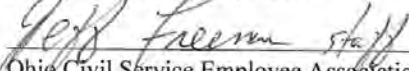
parties determine that the agreement should be continued past the expiration of the collective bargaining agreement described above a modification of this Letter of Agreement must be

**ADJUTANT GENERAL AGENCY-  
SPECIFIC AGREEMENTS *CONTINUED***

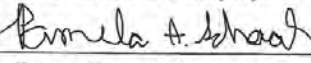
executed. Modifications of this agreement may be made by mutual written agreement of the parties. This letter of agreement shall be treated as a contract provision pursuant to Ohio Revised Code Chapter 4117.

  
\_\_\_\_\_  
Ohio Civil Service Employee Association

01.29.21  
Date

  
\_\_\_\_\_  
Ohio Civil Service Employee Association

1-29-2021  
Date

  
\_\_\_\_\_  
Adjutant General Department

1/28/2021  
Date

\_\_\_\_\_  
Adjutant General Department

\_\_\_\_\_  
Date

\_\_\_\_\_  
Office of Collective Bargaining

\_\_\_\_\_  
Date



## Ohio Department of Natural Resources

MIKE DEWINE, GOVERNOR

MARY MERTZ, DIRECTOR

MOU#:

### Letter of Agreement

Pursuant to the Collective Bargaining Agreement (the agreement) for the OCSEA and Chapter 4117 of the Ohio Revised Code (ORC), the State of Ohio, Department of Administrative Services, Office of Collective Bargaining (OCB), the Ohio Department of Natural Resources (ODNR) and the OCSEA have reached the following agreement. This agreement becomes effective upon the date of signature by the Deputy Director of OCB, or designee.

### Agreement

The parties agree to modify Article 26 as follows:

1. All dredge and state-wide construction field staff, when assigned to work more than an eight (8) hour day (e.g., four (4) ten (10) hour days), may be permitted to remain on the assigned shift during a week that includes a holiday and shall only receive eight (8) hours of holiday pay.
2. Dredge and state-wide construction field staff, when necessary, shall work or use appropriate accrued leave to equal forty (40) hours of active pay status during a week that includes a holiday.

### 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 2021-2024 OCSEA Collective Bargaining Agreement. Modifications of this agreement may be made by mutual written agreement of the parties.

Ohio Department of Natural Resources

2/16/2021

Date

ODAS, Office of Collective Bargaining

3/15/2021

Date

OCSEA/AFSCME Local 11

2-12-2021

Date

OCSEA/AFSCME, Local 11

2-16-2021

Date

OCSEA

2-16-2021

Date

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# Ohio Department of Natural Resources

MIKE DeWINE, GOVERNOR

MARY MERTZ, DIRECTOR

MOU#:

## Letter of Agreement

Pursuant to the Collective Bargaining Agreement (the agreement) for the OCSEA and Chapter 4117 of the Ohio Revised Code (ORC), the State of Ohio, Department of Administrative Services, Office of Collective Bargaining (OCB), the Ohio Department of Natural Resources (ODNR) and the OCSEA have reached the following agreement. This agreement becomes effective upon the date of signature by the Deputy Director of OCB, or designee.

### Agreement

The parties agree to modify Article 26.03 - Work on Holidays, as follows:

1. Security Officers assigned to ODNR Fountain Square who are scheduled to work on a holiday shall observe the holiday. When Management determines that holiday coverage is needed, work on holidays will be distributed among the employees through an annual canvass.
2. In November of each year, all Security Officers will be canvassed for the upcoming calendar year to determine which holiday(s) they are interested in working.
3. Selections shall indicate the holiday and shift the employee would like to work. If interested in working either shift, the employee shall rank the shifts 1 or 2 in order of preference.
4. Shifts will be awarded in seniority order, starting with the full-time Security Officer, then the part-time Security Officers, and will continue in this rotation until all selected shifts have been awarded, beginning with the January 1st holiday through the Christmas holiday of the upcoming year.
5. Any shifts not selected by ODNR employees will be within ODNR's right to fill under Article 5.
6. If an employee accepts a shift and is later unable to work, there will not be a re-canvass and the open shift will be offered in seniority order to the remaining staff using the canvass sheet in effect at the time.

### 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

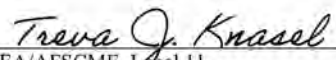
This agreement shall remain in effect through the duration of the 2021-2024 OCSEA Collective Bargaining Agreement. Modifications of this agreement may be made by mutual written agreement of the parties.

  
 \_\_\_\_\_  
 Ohio Department of Natural Resources


2/16/2021  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 ODAS, Office of Collective Bargaining

3/15/2021  
 \_\_\_\_\_  
 Date

  
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 OCSEA/AFSCME, Local 11

2-12-2021  
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 OCSEA/AFSCME, Local 11

2-16-2021  
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 Date

  
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 OCSEA

2-11-2021  
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 Date

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**ODNR AGENCY-SPECIFIC AGREEMENTS**  
**CONTINUED**

**Letter of Agreement**

Pursuant to the current Collective Bargaining Agreement (the Agreement) between OCSEA/AFSCME and the State of Ohio, the Ohio Department of Natural Resources (ODNR), Office of Collective Bargaining (OCB) and OCSEA have reached the following agreement. This agreement becomes effective upon the date of signature of the Deputy Director of OCB, or designee:

**Agreement**

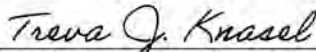
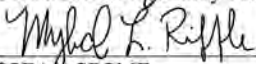


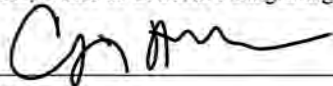
1. The pay range for the Telecommunications Operator 1 (52521) will be modified to pay range 29. The effective date for implementation of this classification will be the pay period following the OCB Deputy Director's signature.
2. Each employee in the Telecommunications Operator 1 classification will be placed at the step in their new pay range that is approximately four (4%) higher than the current step of the employee. Employees will not be placed in a step lower than step 2 of their new pay range, unless the employee is currently on a probationary period. Employees, with the exception of those currently on a probationary period, will have their step date changed to the implementation date of this classification change.
3. Any movement resulting from this agreement does not constitute a vacancy pursuant to Article 17 of the Agreement.
4. The Union agrees to waive the forty-five (45) day notice requirement under Article 36.05 of the Agreement. The Union agrees to not grieve this classification change.

**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, mediation, arbitration or negotiation.

**Termination and Modification**

This agreement shall be considered complete upon implementation of the classification change. Modifications of this agreement may be made by mutual written agreement of the parties.

 _____ OCSEA/ODNR Assembly President	<u>2-16-2021</u> Date
 _____ OCSEA/AFSCME	<u>2-16-2021</u> Date
 _____ Department of Natural Resources	<u>2/16/2021</u> Date
 _____ DAS, Office of Collective Bargaining	<u>3/15/2021</u> Date
 _____ OCSEA	<u>2-16-2021</u> Date