

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 for the dates, times and locations of your voting ratification meetings.

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es, hours and
terms and **conditions** of employment. **ARTICLE 3**
UNION RIGHTS - 3.01 - Access - It is agreed that the
Agencies covered by this **Agreement** shall grant rea...
able access to **stewards**, professional **Union repres**
tives and **chapter officers**, defined to include Pres...
and Vice President, for the purpose of administering
Agreement. The **Employer** may provide a **repres**
entative to accompany a non-employee **Union** repres...
tive where security or treatment considerations o...
allow non-employee access. The **Union** shall fur...
the **Employer**, in writing, the names of the **Un**
representatives and their respective jurisdiction...
soon as they are designated. Any chan...
rded to the **Employer** by the **Un**
s are made. 3.02 - **Stewa**
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CONTRACT

Between
THE STATE
OF OHIO

And

THE OHIO
CIVIL SERVICE
EMPLOYEES
ASSOCIATION



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*Not reproduced here. [†]In Fact Finding - See Fact Finder's Report.

Union wins back personal leave, gets first-time vacation cash-out

While wages, health care and

scheduling issues in the state's institutional agencies are in the hands of the Fact Finder, an overview of what the OCSEA Bargaining Team has tentatively agreed to so far, shows an intense focus on members' priorities.

According to a telephone bargaining survey that spanned eight months last year and surveyed thousands of OCSEA members, the vast majority of those called want a pay increase and to keep health care affordable. Also, high on their bargaining priority list were issues of staffing, leaves, overtime and privatization.

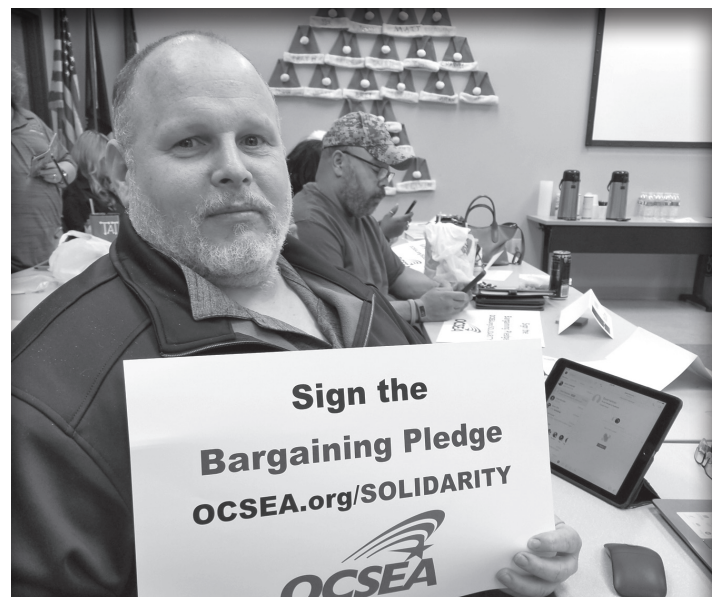
But wages and health care were far and away the top issues on OCSEA members' minds.

Vacation Cash-Out

With top priorities in mind, the union team knew it needed to come up with some creative ways to get more money in members' pockets, besides only in wages. That's when the team started looking at additional ways for members to get paid. For example, the bargaining team has now tentatively agreed to a first-of-its-kind agreement to allow members to "cash out" vacation.

If the Tentative Agreement is ratified, any OCSEA state bargaining unit member who

Bargaining Team member Doug Korba encourages members through social media to sign the Solidarity Pledge.



TENTATIVE AGREEMENT 2018



Chapters around the state took part in a state employee appreciation day in December to kick off bargaining and show solidarity.

has 200 or more hours of vacation on the books, will be able to cash out 40 hours of vacation at the end of a calendar year beginning in December 2019. That's about a 2 percent lump sum payment for employees who would prefer a cash payout to vacation days.

Not only does the "cash out" get more money in members' pockets, it could free up vacation opportunities for younger employees in institutional agencies where vacations can be harder to come by. The vacation "cash out" creates an incentive for more senior members to receive a cash payout instead of taking vacation time, thus freeing up vacation slots. Having said that, the union has long-believed proper staffing will help eliminate the problem of limited vacation opportunities for younger employees and argued this point throughout bargaining.

Personal Leave

Another big priority for members, according to member surveys, was personal leave. Under the last contract, OCSEA members lost the ability to take personal leave

in smaller increments and, instead, were required to use two-hours at a time. But the OCSEA Bargaining Team worked diligently to get management to agree to allow employees to take personal leave in 6 minute increments (1/10ths) as they used to do, after taking an initial minimum unit of 2 hours. These smaller increments can be especially important in agencies where there is little flexibility when it comes to scheduling or in institutional agencies where personal and sick leaves are the only guaranteed time off.

Corrections "no opener"

The union Corrections bargaining team got management to agree to not open the agency-specific agreement, which is a bigger deal than it appears. In year's past, the agency pick-a-post agreement was often held hostage and used as leverage against the union on economic articles like health care and wages. Thanks to the union team, that wasn't an option this time.

However, management has tried to do an end-run on pick-a-post by insisting all DR&C



A billboard in downtown Columbus recognized the spirit and drive of state employees as the parties sat down to begin negotiations.

employees receive 17 week-ends off a year, whether they like it or not. For the union, that proposal would throw a spoke in the wheel of pick-a-post without addressing the real issue of younger employees wanting specific days off to attend family events or medical appointments.

As a counter, the union proposed a scheduling swap agreement that would allow employees to trade schedules when they need to. That issue under Article 13 will be decided by the Fact Finder. (See *What is Fact Finding?* on page 7.)

Other Agency-Specific wins

Changes in agency-specific language also helped get more money in members' pockets. The union ODOT bargaining team was able to secure an increase in the tool allowance for Auto Mechanics, Auto Techs and Auto Body Workers. Thanks to those efforts, the allowance went up from \$500 to \$650 the first year of the contract, to \$800 the second year, and to \$950 each year after that—a whopping \$450 increase over three

years. These classifications are expected to get that increase in April of each year of the contract, beginning this year.

Smart bargaining for union team members in the Ohio Veterans Services agency will get both full-time and part-time permanent employees an increase in the uniform cleaning allowance to \$140. This will be the first time part-time employees won't have their allowance prorated. And now probationary employees will receive their cleaning allowance as soon as they complete probation without delay.

In ODNR, the team was able to convert most existing Natural Resource Specialist positions to bargaining-unit position. Significant gains also will allow the union to better monitor the use of NRS/non-bargaining unit employees. Finally, ODNR intermittent employees will have the opportunity for an increase in appointment type, which will allow them to be considered part-time permanent in certain situations. That will give them rights under Article 17 to seek promotions and lateral transfers in ODNR. □

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 four main contract articles including work schedules and overtime, work area agreements, wages and health care (see *What is Fact Finding?* on page 7), the union held strong in embracing the priorities of the membership.

Some of those priorities included protecting OCSEA bargaining unit work; requiring fair and objective criteria to evaluate testing for promotions; limiting the use of appointment types other than full-time permanent; and requiring management to provide information to the union that affects the health and safety of members. The union team pushed back against efforts by management to undermine OCSEA members' opportunities and expand management's rights and discretion to hire, promote and move employees.

Below is an article by article summary of the Tentative Agreement.



–Article 13 – WORK WEEK, SCHEDULES AND OVERTIME:

This language was sent to Fact Finding. Refer to *Fact Finder's Report*.

–Article 17 – PROMOTIONS, TRANSFERS, DEMOTIONS AND RELOCATIONS:

Management attempted to make it easier to move employees at their discretion under Permanent Relocation in Article 17 and to allow promotions, laterals and demotions using an alternative selection process (not seniority) for all postings. Management claimed the need for more discretion to promote and hire employees and to increase the pool of candidates. The union worked tirelessly to push back these proposals. The sides landed on a compromise to allow management to widen the pool for promotions, laterals and demotions *for only* those in the higher pay ranges who are selected based on qualifications, experience and education. This change could make more opportunities available for some union members in the higher pay ranges.

–Article 18 – LAYOFFS:

This update codifies the current practice permitting both parties to come to mutual agreement on alternative layoff procedures under Article 18.17.

–Article 20 – HEALTH CARE:

This language was sent to Fact Finding. Refer to *Fact Finder's Report*.

–Article 25 – GRIEVANCE PROCEDURE:

A subgroup worked on language to incorporate technology into the mediation process. The parties agreed through a Letter of Agreement to pilot "telemediation" to allow some mediations to be held through video conferencing.

–Article 27 – PERSONAL LEAVE:

This major union win allows for the use of personal leave time in incremental units of 1/10 of an hour after the initial minimum use of 2 hours. As one of the top five priorities overall, this change to personal leave was a victory for union

members, in both institutional and administrative fields.

–Article 28 – VACATIONS:

A major update to the vacation article will allow employees to cash out up to one week of vacation leave in the first paycheck in December. At least a 200-hour balance of vacation leave at the end of the first pay period in November is required beginning in 2019. In another win, probationary employees will be allowed to use vacation leave. A compromise also included requiring employees to have worked a minimum of 12 months, instead of six months, before cashing out vacation leave upon separation.

–Article 30 – OTHER LEAVES WITH PAY:

An update includes tying military leave directly to language in federal law and the Ohio Revised Code to avoid future contract updates. The union also bargained childbirth leave for employees listed on a child's birth certificate without requiring them to be the biological parent.

–Article 31 – LEAVES OF ABSENCE:

This mutually agreed upon change clarifies union leave.

–Article 34 – SERVICE-CONNECTED INJURY AND ILLNESS:

Management fought hard to eliminate a full year of health care for those employees injured on the job and make employees pay the entire employee share of the health care benefit under Article 34, as exempt employees do. Currently, bargaining unit injured workers under the state contract are eligible for two years of Workers' Comp benefit, with the state picking up the cost of the employees' share of health care for both years. The sides compromised by agreeing that the employer would pay for injured employees' share of the benefit for the first year. The second year, the employee will be responsible for their share of the health care benefit. However, the employee and employer may agree to a payment plan in the second year.



OCSEA Bargaining Team:

Bargaining Unit 3 - Doug Korba, Jerry Brown,
Shelly King, Scott Dye
Wilson Humphrey,

Bargaining Unit 4 - Jeana Campolo,
Jason Underhill

Bargaining Unit 5 - Jeff Condo

Bargaining Unit 6 - Gary Apanasewicz

Bargaining Unit 7 - Craig Martin,
Colleen McDanel

Bargaining Unit 9 - Shirley Hubbert,
Dawn Hunley,
Willis McClure

Bargaining Unit 13 - Chuck Goins

Bargaining Unit 14 - Matt Tyack, Cathy Deck,
Rocky Jolly

President Chris Mabe

Vice President Kelvin Jones

Secy-Treasurer Kathy Stewart

–Article 36 – WAGES:

This language was sent to Fact Finding. Refer to *Fact Finder's Report*.

–Articles 43 – DURATION:

This language reflects the mutually agreed upon start and end for the new contract. The start date will be added at a later date when determined.

–Article 44 – MISCELLANEOUS:

This update incorporates the union's proposal to allow discussions on issues with the Kronos system regardless of whether Kronos is administered by the Dept. of Administrative Services or another state agency.

–Appendix K – GUIDELINES FOR OCCUPATIONAL INJURY LEAVE:

This change under OIL indicates that if an injured worker goes to the emergency room within the initial seven-day period from the date of their injury, they will still be covered as long as additional required treatment is sought by a panel doctor within a reasonable period of time.

–Appendix L – PAY RANGES:

Components of this language will be impacted by the *Fact Finder's Report*.

–Appendix M – DRUG-FREE WORKPLACE POLICY:

This mutual agreement updates the Drug Free Workplace Policy by adding Housekeeping changes that reflect the current classifications on the safety-sensitive list and allowing the employer to incorporate the new medical marijuana law into the drug testing policy.

–Appendix N – WORK AREAS FOR MH, DODD, DYS AND OVH:

This language was sent to Fact Finding. Refer to *Fact Finder's Report*. □

Wages, health care in hands of Fact Finder

After weeks of negotiating, neither side was willing to budge on the most important issues: wages, health care and work areas and scheduling. These issues have gone to a Fact Finder for a final decision (*See What is Fact Finding? on the next page*).

On health care (Article 20), management wants to create a high deductible plan and all but eliminate the union's voice on the Joint Health Care Committee. This would allow them to make across the board changes to the state health care plan with no union input. The state is also calling for major increases in copays, deductibles and out-of-pocket health care costs.

The state's wage package was equally absurd given

the number of years state employees went with no pay increases. Management is offering just 1.5 percent in 2018, 1.5 percent in 2019 and 2 percent in 2020. The union is holding firm at 4 percent increases each year of the contract. Management also wants to eliminate personal leave from the calculation for overtime.

Two other open contract articles that are before the Fact Finder could have negative consequences for institutional employees: Article 13 – Scheduling and Appendix N – Work Area Agreements.

Under Article 13, management is attempting to up-end pick-a-post by mandating all Dept. of Rehabilitation and Correction and Dept. of Youth Services employees receive 17 weekends off a year, and that all institutional employees



be subjected to mandatory overtime. Additionally, management wants to exclude personal leave from active-pay status for the purposes of overtime.

The union told the Fact Finder that these extreme measures would up-end the

lives and work schedules of thousands of institutional employees and that they aren't necessary to deal with management's issues. The union's proposal to keep employees at work by offering a vacation payout of 40 hours at the end of the year has been

Without OCSEA.....

For the last several months, management has shown its true colors by attempting to undermine our members' opportunities and to expand management's rights at every turn. The union bargaining team had to fend off vicious attacks on everything from roll call pay, seniority in promotions, to expanding the use of intermittent employees. But the union team held their ground and was able to get management to back off of some of the most damaging proposals including:

- Eliminate roll call pay completely.
- Eliminate seniority as a factor in promotions.
- Institute swing shifts and rotating shifts.
- Exempt certain positions from overtime, such as IT.
- Expand management's ability to permanently relocate employees, including in agencies with pick-a-post and work area agreements.
- Give wide discretion to deny union leave.
- Limit union's access to records in grievances.
- Extend use of other than full-time, permanent employees.
- Reduce from two years to one year the ability of employees to receive health care at all while on Workers' Compensation.
- Give management freedom to mandate overtime in a number of agencies, including Ohio Veteran's Homes and Public Safety.
- Eliminate Established Term Appointment Types in Mental Health. These positions have increased union rights.



tentatively agreed to, and a shift trade proposal whereby employees in 24/7 and 24/5 operations could trade shifts to allow for alternative work schedules is before the Fact Finder. Besides, the union knows that the main culprit for excessive overtime and scheduling issues is understaffing and the long history of cutting or not filling positions that is this administration's MO.

Appendix N allows management and the union to negotiate over people's posts and work schedules in all institutional agencies except the DR&C. Management has proposed to change

the language by leaving the definition of a work area up to management's discretion.

The union argued that management coming after Appendix N is no more than a solution looking for a problem. In fact, the union contended Appendix N has been used dozens, if not hundreds of times, as institutional agencies downsized through the years, with zero issues. Additionally, direct care staff already "follow" their clients for programming, medical appointments and community events, etc. □



What is Fact Finding?

Although there are many myths and misunderstandings about the bargaining process, the subject that causes the most confusion is "fact finding." First, the general rules that guide public employee negotiations are established by Ohio law. The law allows the union and management to submit disputed issues to a Fact Finder after negotiations and mediation have failed and an "impasse" is formally declared.

Mediation involves bringing in a neutral "mediator"—a respected expert in labor relations—who tries to help settle disputes and lends an independent perspective to the two sides. In the final weeks of this round of bargaining, the sides worked with David Stanton, an experienced arbitrator and some-

one very knowledgeable about the current contract.

But often, a mediator can only go so far, either because the sides refuse to bargain and compromise any further, or because time runs out. *That's when a Fact Finder comes into play.*

Fact finding makes sense only as a last resort and safety net to avoid the dangers of a strike. But for reasons explained as you read on, OCSEA team members attempt to minimize the number of issues presented to the Fact Finder. Sometimes this doesn't go according to plan. In the past, management has refused to discuss many issues during both regular bargaining sessions and mediation. This has left many unresolved and important issues—like sick leave, for example—to the Fact Finder to resolve.

This year four issues were turned over to the Fact Finder: wages, health care, work schedules and overtimes, and work area agreements.

"Recommendations?" Not really

Fact finding is far different from bargaining or mediation, and is a poor substitute for direct negotiations because of the uncertainty of involving an outsider. The Fact Finder can pick either management's position, the union's position, or a compromise in between. Fact finding is a lot like arbitration in that way.

The Fact Finder conducts a hearing where, issue by issue, each side presents documentation and witnesses to support its respective position. Typically, the Fact Finder is swayed by "facts"—documented information such

as employment statistics, budgets and contract settlements elsewhere in government. The Fact Finder also looks at patterns and comparable data from the private sector and other public employers for guidance.

The law requires that the Fact Finder issue "recommendations" to settle the disputes. The law then makes these recommendations binding on the two sides unless one or both sides votes to reject the recommendations. *(Note: Rejection of the recommendations also means rejection of all of the tentative agreements reached prior to fact finding.)*

Once the Fact Finder's report is issued in mid-April, it will be sent over state and personal emails to all OCSEA state bargaining unit members. □

Agency Highlights

Throughout the bargaining process, agency-specific bargaining teams for many of the major state agencies met to discuss local issues with respect to their agency agreements. Union teams worked diligently to preserve language and get issues settled on the agency-level. Many teams were able to avoid opening language, including the Dept. of Rehabilitation and Corrections and Youth Services teams, which helped curb opportunities for management to use these important agency-level protections as barter for main contract take-aways. Current agency-specific language can be found in the **OCSEA State Contract under Appendix Q**. Here are some agency-specific negotiations highlights:

ADJUTANT GENERAL

The union was able to maintain much of the current agency-specific language. As Firefighters transition to a new 24/48 schedule, the union was able to adjust leave accruals to compensate for additional hours worked and adjust how holidays are handled under that schedule. Also, language helped clarify that overtime can be taken as compensatory time. Furthermore, uniforms pursuant to the DOD, USAF and ANG guidelines now include physical fitness items.

DEPT. OF COMMERCE

The team added language to include Canine Care for State Fire Marshal dog handlers, which is in line with the Fair Labor Standards Act.

DEPT. OF DEVELOPMENTAL DISABILITIES

The DODD union and management teams agreed to implement an MOU that now permits probationary employees to bid on work area openings after 120 days. Institutional seniority will be used to award any work area bids.



LOTTERY

The team bargained language that allows Keno Investigators to laterally transfer before a promotion as well as to allow probationary Racino VLT Investigators to bid on open Racino VLT Investigator positions after 180 days probation. Lottery Game Security Specialists can bid on open Lottery Game Security Specialist positions after 120 days of probation.

MENTAL HEALTH AND ADDICTION SERVICES

Management came to the table with the goal of eliminating Established Term Appointment types in favor of intermittents and increasing the use of intermittents. ETAs, unlike intermittents, have increased benefits such as vacation, sick leave and health care.

The union team felt their best chance to get something for their members was to increase opportunities for vacation. Currently in ODMH, only a limited number of staff can be on vacation per shift. The union held the line on the ETA language, but management refused to increase vacation opportunities. Therefore, current agency-specific language for ODMH employees will stand. OCSEA does have an active grievance on ETAs to be scheduled for arbitration, which will hopefully give the union another opportunity to keep that appointment type in ODMH.

DEPT. OF NATURAL RESOURCES

The ODNr union team made many important gains this round of bargaining. A major win included increasing bargaining unit employees by converting most existing Natural Resource Specialist positions into intermittent BU positions and getting limits on the use of non-BU NRS employees. Overall the team was successful in eliminating Established Term Irregular and Regular (ETI/ETR) positions and increasing oversight by the union in management's use of non-permanent employees. The team was also able to give those in Intermittent positions more rights, (including consideration for promotions, lateral transfers, etc.) by adding them to the "Increase in Appointment Type" language.



PUBLIC SAFETY

Management came to the table with a wish-list involving the Emergency Operation Center employees, specifically wanting the ability to mandate their overtime in the event of an emergency. The OCSEA team got them to back off on the mandation and secured language that requires management to sit down with the union twice a year to discuss the center roles. The union will have a voice at the table to discuss EOC duties, who would perform those duties and any assignment changes when the EOC is activated.

DEPT. OF TRANSPORTATION

The union ODOT team prevailed in making significant agency-specific gains. The team bargained a substantial \$150 yearly increase in the annual tool allowances for auto and aircraft mechanics for each year of the three-year contract.

They also secured a probationary step increase after 6 months of service and, in the event there are grievances in regard to probationary steps, employees will receive comp time for any time lost. A tribunal, made up of union members, the Office of Collective Bargaining and a mediator will form to focus on disputes on this matter.

Finally, a series agreement will result in an increase of bargaining unit Transportation Technician positions, with a 1-3 Trans Tech-to-Trans Engineer ratio. Additionally, the union fought off a management proposal to make consistent refusal year-round and management demands to reduce grievances regarding overtime and forced leave.

The trade off for the changes is employees will be removed from the volunteer overtime roster after three refusals instead of five.

SCHOOLS FOR DEAF AND BLIND

Management had been handing out overtime opportunities to everyone except Children's Teacher Aides and Activity Therapists, who were not given that same chance. The union team pressed to add them so that now overtime opportunities will be more fairly distributed.

OHIO VETERANS HOME

Management came to the table wanting more freedom to mandate for overtime in the Ohio Veterans Home. Not only did they propose to completely eliminate the grace period between mandation, they also wanted to prevent the 4-hour voluntary overtime hours from being counted towards mandation.

The OVH team fought off the latter provision and held strong on eliminating altogether the overtime grace period.

An agreement was brokered to reduce the grace period between mandations to four days in exchange for an increased uniform cleaning allowance of \$140; a full \$140 uniform allowance for part-time employees; and no waiting period for probationary employees to receive the allowance upon completion of probation.

AGENCIES WITH NO CHANGES OR HOUSEKEEPING ONLY

Dept. of Administrative Services
 Agriculture
 Ohio Civil Rights Commission
 Environmental Protection Agency
 Dept. of Health
 Dept. of Job and Family Services
 Mental Health and Addiction Services
 Opportunities for Ohioans with Disabilities
 Public Utilities Commission of Ohio
 Dept. of Rehabilitation and Correction
 Bureau of Workers' Compensation
 Dept. of Youth Services ☐

VOTING on the CONTRACT

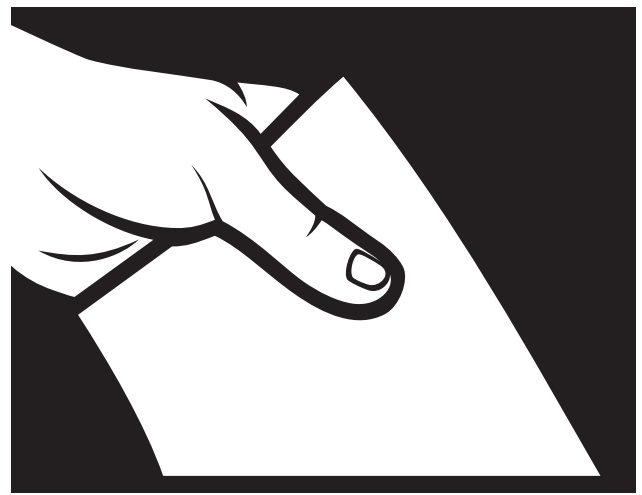
Your chapter will be scheduling times and locations for voting in the next few weeks. Stay in contact with your chapter leaders for details.

Ratification voting on the OCSEA Tentative Agreement can take place as soon as the regional contract information meeting in your area is held (*could be as early as April 26*). Only active members can vote, not fairshare members.

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

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

See the OCSEA website for the voting deadline.



VOTE

Things to consider when voting:



Voting YES:

Indicates your approval to ratify the Tentative Agreement and the Fact Finder's Recommendations (*which, by law, are a package.*)



Voting NO:

Says that you reject the Tentative Agreement and Fact Finder's Recommendations 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 Firefighters
- Correction Officers
- Correction Sergeants/Counselors
- Juvenile Correction Officers
- Firefighters/Lieutenant Firefighters
- Shooting Range Attendants
- Psychiatric Attendants
- Psychiatric Attendant Counselors
- Security Officers 3
- Security Technicians 1
- Security Technicians 2
- Youth Program Specialists
- School for the Deaf employees
- School for the Blind employees.

* 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.

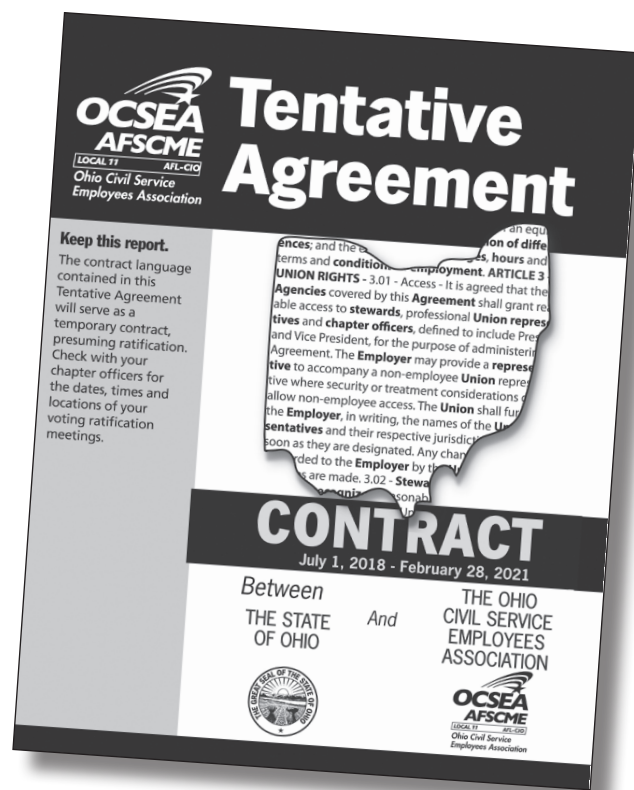
CONTRACT INFORMATION ROADSHOW DATES

Local "Roadshows" to review contract

Regional contract information meetings or "Road Shows" will be held between April 25 and May 2 to review the Tentative Agreement and *Fact Finder's Report*. OCSEA leaders, negotiating team members and staff will be in attendance to answer members' questions. All OCSEA members are encouraged to attend.

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

The OCSEA Constitution requires that contract voting take place at the chapter level. Voting can commence as soon as the regional meeting in your area is held. The following is the contract information meeting schedule:



COLUMBUS

(Live streaming available)

Wednesday, April 25, 2018

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

390 Worthington Rd.

Westerville, OH 43082

Go to OCSEA.org/livestream
to watch the event live.

MANSFIELD

Thursday, April 26, 2018

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

Holiday Inn

116 Park Ave. West

Mansfield, OH 44902

PIKETON/ CHILLICOTHE

Friday, April 27, 2018

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

Comfort Inn

7525 US-23

Piketon, Oh 45661

FAIRLAWN/ CLEVELAND

Saturday, April 28, 2018

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

Holiday Inn

4073 Medina Rd.

West Fairlawn

(Akron), OH 44333

TOLEDO/ LIMA

Saturday, April 28, 2018

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

IBEW Local 245

705 Lime City Rd.,

Rossford (Toledo) 43460

ATHENS

Monday, April 30, 2018

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

Athens Rec Center

Multi-Purpose Room

701 E. State St.

Athens, OH 45701

MIAMISBURG/ DAYTON

Tuesday, May 1, 2018

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

Hilton Garden Inn

12000 Innovation Dr.

Miamisburg, OH 45342

CAMBRIDGE

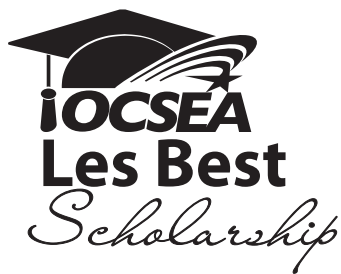
Wednesday, May 2, 2018

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

Theo's Restaurant

632 Wheeling Ave.,

Cambridge, OH 43725



Get FREE money for college, vocational or online degrees with the Les Best Scholarship!

Who is eligible?

Active dues-paying OCSEA members, their spouse and dependents.

What can awards be used for?

To pay tuition for college, technical, vocational school or union apprenticeships and online degree seeking programs.

How much?

A total of \$12,000 in awards will be given out for Fall 2018.

Download applications at
ocsea.org/lesbest

Deadline to apply: April 30, 2018



"The scholarship allowed me to worry a little less about the financial burden of pursuing my educational goals."

~ Christina Weig,
Ohio EPA,
Les Best Member
Scholarship winner.

FREE COLLEGE

Union membership has its benefits!



EASTERN GATEWAY
COMMUNITY COLLEGE

Thanks to your union, all OCSEA members, spouses, children and grandchildren can earn their associate degree from Eastern Gateway Community College—FOR FREE!

AREAS OF STUDY INCLUDE:

- Labor Studies
- Entrepreneurship
- Associate of Arts, General Studies
- Criminal Justice
- Health Care
- Business Management
- Teacher Education
- Paralegal

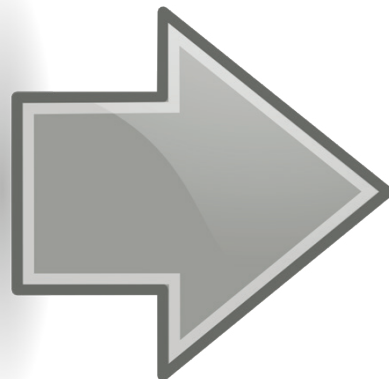


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Tentative Agreement

on the pages
that follow.



Please note: This tentative agreement includes only negotiated changes to articles and appendices. Those articles and appendices with “no changes” are not re-printed in this document. For the purposes of contract voting, please reference the most recent contract book between OCSEA 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 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

PREAMBLE¹

¹ No change.

ARTICLE 1 – RECOGNITION¹

¹ No change.

ARTICLE 2 – NON-DISCRIMINATION¹

¹ No change.

ARTICLE 3 – UNION RIGHTS¹

¹ No change

ARTICLE 4 – CHECKOFF¹

¹ No change.

ARTICLE 5 – MANAGEMENT RIGHTS¹

¹ No change.

ARTICLE 6 – PROBATIONARY EMPLOYEES¹

¹ No change

ARTICLE 7 – OTHER THAN PERMANENT POSITIONS¹

¹ No change.

ARTICLE 8 – LABOR/MANAGEMENT COMMITTEES¹

¹ No change.

ARTICLE 9 – OHIO EMPLOYEE ASSISTANCE PROGRAM¹

¹ No change.

ARTICLE 10 – CHILD CARE¹

¹ No change.

ARTICLE 11 – HEALTH AND SAFETY¹

¹ No change.

ARTICLE 12 – STAFFING CONCERNS¹

¹ No change.

ARTICLE 13 – WORK WEEK, SCHEDULES AND OVERTIME¹

¹ In FACT FINDING - See Fact Finder's Report.

ARTICLE 14 – RESERVED FOR FUTURE USE¹

¹ No change.

ARTICLE 15 – EMPLOYMENT SECURITY¹

¹ No change.

ARTICLE 16 – SENIORITY¹

¹ No change

ARTICLE 17 - PROMOTIONS, TRANSFERS, DEMOTIONS AND RELOCATIONS

17.01 - Policy

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

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

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

17.02 - Definitions

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

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

- 1. Permanent transfer as set forth in Section 17.07;
- 2. Bumping or displacement as set forth in Article 18;
- 3. Recall as set forth in Article 18;
- 4. Reemployment as set forth in Section 18.13;
- 5. Cross geographical jurisdiction bidding as set forth in Section 18.12;
- 6. Promotion as set forth in Article 17;
- 7. Lateral transfer as set forth in Article 17 and;

8. Demotions as set forth in Article 17.

- F. "Lateral transfer" is defined as an employee-requested movement to a posted vacancy within the same Agency which is in the same pay range as the classification the employee currently holds.
- G. "Demotion" is defined as the movement of an employee to a position in a classification with a lower pay range within the same Agency. A lower pay range is defined as a pay range in which the first or last step has a lower rate of pay than the first or last step of the pay range to which the employee is currently assigned.
- H. "Inter-Agency Transfer" is defined as an employee-requested movement to a posted vacancy in a different Agency. Should the employee be selected for an inter-Agency transfer to a position with a higher pay range than that currently held by the employee, the employee shall be placed in the step to guarantee an increase of approximately four percent (4%). Should the employee be selected for an inter-Agency transfer to a position in the same pay range currently held by the employee, the employee shall be placed in the same step of the pay range. Should the employee be selected for an inter-Agency transfer to a position in a lower pay range than that currently held by the employee, the employee shall be placed in the step closest to but not to exceed the step currently held by the employee. Nothing in this Section precludes the Employer from utilizing an advance step placement at its discretion.

17.03 - Posting

All vacancies within the bargaining units that the Agency intends to fill shall be posted 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).¹

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.**² 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 security and integrity of the test. If the selection device, proficiency test or other assessment is used as evidence in an arbitration hearing, it will only be submitted to the arbitrator in camera or under seal, provided the submission shall not impair the union's right to use evidence submitted in camera or under seal in the grievance and arbitration process.

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.

¹ Agency to follow criteria outlined in 17.05(2) for classifications in pay ranges 08 through 12 or 28 or higher.

² Agency to combine selection pool under 17.04(1-4) for classifications in pay ranges 8 through 12 or 28 or higher.

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

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

17.09 - Nepotism

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

17.10 - ODOT Temporary Work Assignment

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

ARTICLE 18 – LAYOFFS

18.01 - Layoffs

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

18.02 - Guidelines

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

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

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

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

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

18.03 - Implementation of Layoff Procedure

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

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

Paper Layoff

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

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

This procedure shall provide for the following:

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

- F. At the time the Order of Displacement Form is given to affected employees, the appropriate seniority list in regards to Appendix J shall be made available to the employees for review when completing the Order of Displacement Form.

18.04 - Bumping in the Same Office, Institution or County

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

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

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

18.05 - Bumping in the Agency Geographic Jurisdiction

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

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

18.06 - Previously Held Classifications

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

18.07 - Bumping Outside the Unit

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

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

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

18.08 - Limits

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

18.09 - Geographic Divisions

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

18.10 - Classification Groupings

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

18.11 - Recall

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

The laid off employee with the most State seniority from the same, similar or related classification series for whom the position does not constitute a promotion as defined in Article 17, and who prior to his/her layoff, held a classification

which carried with it the same or higher pay range as the vacancy, shall be recalled first (see Appendix I). All employees who are laid off or displaced out of their classification shall be placed on the recall list by the effective date of their layoff. An employee shall be recalled to a position provided the affected employee is qualified to perform the duties. Any employee recalled under this Article shall not serve a new probationary period, except for any employee laid off who was serving an original or promotional probationary period which shall be completed. Employees shall have recall rights for a period of twenty-four (24) months.

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

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

18.12 - Bidding Rights for Employees on Layoff

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

18.13 - Reemployment

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

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

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

Employees who were assigned to a holding classification because they were not performing duties consistent with their classification at the time of the Classification Modernization Study and whose classification held prior to the Classification Modernization Study still exists, will have reemployment rights to the last classification held prior to assignment to the holding classification.

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

18.14 - Placement

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

18.15 - Service Credits

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

18.16 - Inter-Agency Merger

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

18.17 - Alternate Procedures

Each Agency, with the Office of Collective Bargaining's approval, may negotiate with the Union to establish procedures for moving positions and personnel in lieu of the procedures in the Article. Where the parties mutually agree upon alternate procedures under this Section, it is neither a prerequisite nor a requirement that ORC 124.321-.327 or Administrative Rule 123:1-41-01 through 22 be followed, including the creation or submission of a rationale.¹

18.18 - Layoff Committee

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

¹ Clarifies practice whereby union and management can agree to place members under this section without a layoff rationale.

18.19 - Notice to Other Agencies

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

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

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

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

ARTICLE 19 – WORKING OUT OF CLASS¹

¹ No change

ARTICLE 20 – BENEFITS¹

¹ In FACT FINDING - See Fact Finder's Report.

ARTICLE 21 - UNION BENEFITS TRUST¹

¹ No change.

ARTICLE 22 – PERFORMANCE EVALUATION¹

¹ No change

ARTICLE 23 – PERSONNEL RECORDS¹

¹ No change.

ARTICLE 24 – DISCIPLINE¹

¹ No change

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 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).¹ 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 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 Agreement, the parties agree to pilot the use of telemediation (i.e. grievance mediation done remotely by means of teleconference or videoconference) through a letter of agreement.²
- G. Reprimands shall be grievable through Step Two. 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

¹ Housekeeping to clarify discharge grievances must be filed in the electronic grievance system (OH system).

² Parties to pilot telemediation to allow mediations be held through video conference. A separate letter of agreement to outline process.

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.**³ 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 ~~will~~ **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.**⁴ 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.

³ All discharge grievances automatically move forward to mediation unless grievance is resolved otherwise.

⁴ Outlines and clarifies process of scheduling grievances for arbitration by OCSEA central office.

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

All grievances shall be filed in the electronic grievance system not later than twenty (20) days ~~(thirty (30) days from the effective date of the Agreement through December 31, 2015)~~⁵ 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.

⁵ Housekeeping to remove expired language.

The Employer must enter the meeting date and any agreed upon extensions in the system. The intermediate administrator shall 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 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

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 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 the Office of Collective Bargaining 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 ~~writing~~ **the electronic grievance system.**⁶

⁶ Clarifies all waivers be submitted by OCB or OCSEA central office in OH 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 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 or a procedural defect.⁷

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 Office of Collective Bargaining (OCB) except under unusual circumstances. OCB shall not unreasonably deny such requests.
- B. The Union may request time off with pay for up to three (3) members to attend the discharge review committee meetings. Such requests shall be made at least ten (10) calendar days in advance to the OCB except under unusual circumstances. OCB shall not unreasonably deny such requests.
- C. The Union may request time off without pay for one (1) member, no more than six (6) times per year, to attend a Pre-Arbitration Review Committee (PARC) meeting. Such requests shall be made within ten (10) calendar days in advance to the OCB except under unusual circumstances. OCB shall not unreasonably deny such requests.

25.05 - Arbitration/Mediation Panels

The parties agree that a panel of no less than eight (8) arbitrators shall be selected to hear arbitration cases covered under this Agreement, except that all disciplinary grievances in which the discipline is the result of alleged abuse of a patient or another in the care or custody of the State of Ohio shall be submitted to a separate panel of four (4) arbitrators selected from the main arbitration panel. 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, the Office of Collective Bargaining 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

⁷ Adds language to clarify that a grievance can be reopened and an arbitrator will determine any arbitrability questions. Grievance must be requested to be reopened by OCSEA central office.

shall first attempt to mutually select an arbitrator from the 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 opinion 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.⁸

⁸ Allows OCSEA central office and OCB to utilize Federal Mediation and Conciliation Services if unable to agree on arbitrator from OCSEA panel of arbitrators. Process cannot be used for non-traditional arbitration, discipline/discharge cases and non-selection cases, unless mutually agreed to.

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 file 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 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 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 to the parties by the end of the hearing day. Decisions issued pursuant to this procedure shall have precedence for progressivity purposes only or unless mutually agreed otherwise by the parties.

Except for patient/client related cases, the grievances presented to the arbitrator under this Section will consist of disciplinary actions of five (5) days or less and non-selection grievances where the sole issue is whether an employee met the minimum qualifications for the position, 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.

The Union and Office of Collective Bargaining may jointly decide to take issue grievances to non-traditional arbitration.

25.12 - Attendance

In the event an employee refuses or fails to attend a mediation, an expedited arbitration, a non-traditional arbitration or an arbitration, the Union must, except in extraordinary circumstances, proceed with the hearing or have the right to withdraw the grievance.

25.13 - 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.**⁹

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.

⁹ Clarifies management will notify OCSEA central office prior to implementing changes to OH system.

ARTICLE 26 – HOLIDAYS¹

¹ No change.

ARTICLE 27 – PERSONAL LEAVE

27.01 - Eligibility for Personal Leave

Each employee shall be eligible for personal leave at his/her regular rate of pay.

27.02 - Personal Leave Accrual

Employees shall be entitled to four (4) personal leave days each year. Eight (8) hours of personal leave shall be credited to each employee in the first earnings statement which the employee receives after the first day of January, April, July and October of each year. Full-time employees who are hired after the start of a calendar quarter shall be credited with personal leave on a prorated basis. Part-time employees shall accrue personal leave on a prorated basis. Proration shall be based upon a formula of .015 hours per hour of non-overtime work.

Employees that are on approved paid leave of absence, Union leave or receiving Workers' Compensation benefits shall be credited with those personal leave hours which they normally would have accrued upon their approved return to work.

27.03 - Charge of Personal Leave

For each instance of personal leave use, personal leave which is used by an employee shall be charged in an initial minimum units of two (2) hours; personal leave used after the initial two (2) hour minimum unit shall be charged in units of one tenth (1/10) hour.¹

¹ Allows use of personal leave in incremental units of 1/10 of an hour after the initial minimum use of 2 hours.

27.04 - Notification and Approval of Use of Personal Leave

Personal leave shall be granted if an employee makes the request with a forty-eight (48) hour notice. In an emergency the request shall be made as soon as possible and the supervisor will respond promptly. The leave shall not be unreasonably denied. In the following Institutional Agencies: Mental Health and Addiction Services, Developmental Disabilities, Department of Youth Services, and Department of Veterans Services personal leave use on the day before

or after Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day, and Independence Day shall be requested at least seven (7) calendar days in advance.

When any bargaining unit, not covered by this Agreement, has filed a Notice of Intent to Strike or engages in a wildcat strike, the Employer reserves the right to cancel or deny all personal leave requests. Personal leave shall not be taken on a holiday.

27.05 - Prohibitions

Personal leave may not be used to extend an employee's date of resignation or date of retirement.

27.06 - Conversion or Carry Forward of Personal Leave Credit at Year's End

Personal leave not used may be carried forward or paid at the employee's option. Payment to be made in the first pay received in December. Maximum accrual of personal leave shall be forty (40) hours.

27.07 - Conversion of Personal Leave Credit Upon Separation from Service

An employee who is separated from State service shall be entitled to convert the unused earned amount of personal leave. This payoff shall be at the employee's regular rate of pay. Upon the death of a permanent employee, unused earned personal leave shall be converted to cash and credited to his/her estate.

27.08 - Transfer of Personal Leave Credit

An employee who transfers from one bargaining unit to another shall be credited with the unused balance of his/her personal leave credit up to the maximum personal leave accumulation permitted in the bargaining unit to which the employee transfers.

27.09 - Leave Availability

Newly accrued personal leave is not available for use until it appears on the employee's earnings statement and on the date the funds are made available.

ARTICLE 28 – VACATIONS

28.01 - Rate of Accrual

Permanent employees shall be granted vacation leave with pay at regular rate as follows, except that those employees who have less than eighty (80) hours in an active pay status in a pay period shall be credited with a prorated amount of leave according to the following schedule:

Length of State Service	Accrual Rate
	Hours Earned Per 80 Hours in Active Pay Status Per Pay Period
Less than 4 years	3.1 hours
4 years or more	4.6 hours
9 years or more	6.2 hours
14 years or more	6.9 hours
19 years or more	7.7 hours
24 years or more	9.2 hours

~~Employees may use their accrued leave at the completion of their probationary period.¹~~

Employees who provide valid documentation to their Agency's Human Resources department shall receive credit for prior service with the State, the Ohio National Guard, or any political subdivision of the State for purposes of computing vacation leave in accordance with ORC 9.44. This new rate shall take effect starting the pay period immediately following the pay period that includes the date that the Department of Administrative Services processes and approves their request. Time spent concurrently with the Ohio National Guard and a State Agency or political subdivision shall not count double.

An employee who has retired in accordance with the provisions of any retirement plan offered by the State and who is employed by the State or any political subdivision of the State on or after June 24, 1987, shall not have his/her prior service with the State or any political subdivision of the State counted for the purpose of computing vacation leave.

The accrual rate for any employee who is currently receiving a higher rate of vacation accrual will not be retroactively adjusted. All previously accrued vacation will remain to the employee's credit.

28.02 - Maximum Accrual

Vacation credit may be accumulated to a maximum that can be earned in three (3) years. Further accumulation will not continue when the maximum is reached. When an employee's vacation reaches the maximum level, and if the employee has been denied vacation during the past twelve (12) months, the employee will be paid for the time denied but no more than eighty (80) hours in a pay period.

Annual Rate of Vacation	Maximum Accumulation
80 hours	240 hours
120 hours	360 hours
160 hours	480 hours
180 hours	540 hours
200 hours	600 hours
240 hours	720 hours

¹ Allows use of vacation leave by probationary employees.

28.03 - Procedure

Vacation leave shall be taken only at times mutually agreed to by the Agency and the employee and shall be used and charged in units of one tenth (1/10) hour. The Agency may establish minimum staffing levels for a facility which could restrict the number of concurrent vacation leave requests which may be granted.

Employees who work in seven (7) day operations shall be given the opportunity to request vacations by a specified date each year. Employees shall be notified of this opportunity one (1) month in advance of the date. If more employees request vacation at a particular time than can be released, requests will be granted in seniority order. Employees in seven (7) day operations can also request vacations at other times of the year. If more employees request vacation than can be released, requests will be granted on a first come/first serve basis with seniority governing if requests are made simultaneously.

Emergency vacation requests for periods of three (3) days or less may be made by employees in seven (7) day operations as soon as they are aware of the emergency. An employee shall provide the Employer with verification of the emergency upon return to work.

Employees in other than seven (7) day operations shall request vacation according to Agency policy (work rules) unless the Employer and the Union mutually agree otherwise. In those operations, the Employer shall not deny a vacation request unless the vacation would work a hardship on other employees or the Agency. The Employer shall promptly notify employees of the disposition of their vacation requests. Unless the Employer agrees otherwise, an employee's vacation will not exceed one (1) year's accrual.

When an emergency exists as defined in Section 13.15, all vacation leave requests may be denied, including those requests already approved. If an employee is called to work from a scheduled vacation leave period, the employee will have the right to take the vacation leave at a later time and will be paid at time and one-half (1/2) for the time the employee is in on-duty status. The employee shall also be reimbursed for any costs incurred as a result of canceling or returning from his/her vacation upon submission of appropriate evidence.

28.04 - Payment upon Separation

An employee or an employee's estate will be paid for accrued vacation upon termination of State service at the time that the employee receives his/her pay check for the final period of work. Employees separating from employment with less than ~~six (6)~~ twelve (12)² months total service will not be paid for any accrued vacation.

28.05 - Disposition of Work During Vacation

Insofar as practicable, during an employee's vacation the Employer shall assign non-individual work to other employees. Upon return from vacation, an employee shall be allowed reasonable time to review work done in his/her absence.

28.06 - Leave Availability

Newly accrued vacation leave is not available for use until it appears on the employee's earnings statement and on the date the funds are made available.

28.07 - Annual Vacation Leave Conversion

Employees will be offered the opportunity to convert to cash a maximum of forty (40) hours of unused accrued vacation leave. Payment will be made in the first paycheck in December of each year at a rate of one hundred percent (100%) of the employee's regular rate of pay; provided however, an employee is not eligible to convert unused accrued vacation leave to cash if the employee does not have at least two hundred (200) hours of vacation leave on the last day of the first pay period of November in each year the employee chooses to make such a conversion. The first opportunity for eligible employees to convert unused vacation leave to cash will be in December of 2019.³

² Requires employee to work a minimum of 12 months before cashing out vacation leave upon separation.

³ Allows cash out of up to one week of vacation leave in first paycheck in December. Employees must have at least a 200 hour balance of vacation leave at end of first pay period in November. Takes effect in 2019.

ARTICLE 29 – SICK LEAVE¹

ARTICLE 30 – OTHER LEAVES WITH 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.¹

A. ~~Federal Duty~~

~~Any permanent employee who is or becomes a member of the Ohio National Guard or any other reserve component of the Armed Forces as defined in Chapter 11, Section 261, Title 10, US Code shall be allowed military leave with pay not to exceed twenty-two (22) work days or one hundred seventy-six (176) hours per calendar year for federal duty performed which is directed or caused to occur by authority of the Department of Defense (DOD) or its agent.~~

B. ~~State Duty~~

~~Permanent employees who are members of the Ohio National Guard, the Ohio Military Reserve and the Ohio Naval Militia, when ordered to duty by the Governor of Ohio or the Adjutant General, shall be allowed military leave with pay not to exceed twenty-two (22) work days or one hundred seventy-six (176) hours per calendar year.~~

C. ~~Maximum Paid Leave(s)~~

~~The maximum allowable paid military leave when combining federal and State duty described above shall not exceed twenty-two (22) work days or one hundred seventy-six (176) hours per calendar year.~~

D. ~~Pay Differential~~

¹ No change.

¹ Ties military leave directly to language in federal law and Ohio Revised Code to avoid contract updates in case of federal or state law changes.

Upon exhaustion of paid leave(s) during the calendar year in which the employee performed service in the uniformed services: 1) because of an Executive order issued by the President of the United States; 2) because of an act of Congress; or 3) because of an order to perform duty issued by the Governor pursuant to Section 5919.29 or 5923.21 of the Ohio Revised Code, the employee shall be entitled, while still under orders, to a leave of absence without pay and a pay differential as set forth in Ohio Revised Code 5923.05(C).

E. Evidence of Military Duty

Employees are required to submit to their Appointing Authority a published military order or a written statement from the appropriate military commander as evidence of military duty.²

² Ties military leave to requirements of federal and state law.

30.03 - Bereavement Leave

Three (3) consecutive days of bereavement leave with pay at regular rate will be granted to an employee upon the death of a member of his/her immediate family interpreted for the purposes of this Article to include: spouse or significant other ("significant other" as used in this Agreement, is defined to mean one who stands in place of a spouse and who resides with the employee), child, step-child, grandchild, parent, step-parent, grandparent, great-grandparent, brother, sister, step-sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law or legal guardian or other person who stands in the place of a parent. Bereavement leave will be granted in the case of a stillbirth conditioned upon the tendering of a death certificate.

The Employer may grant vacation, sick leave or personal leave to extend the bereavement leave. The leave and the extension may be subject to verification. Part-time employees shall receive bereavement leave with pay for the hours that they are normally scheduled to work.

30.04 - Voting

If an employee is required to work overtime on an election day and the employee has not voted by absentee ballot, the Employer will make every reasonable effort to alter the overtime schedule so the employee can vote.

30.05 - Witness Duty

Employees subpoenaed to appear before any court, commission, board or other legally constituted body authorized by law to compel the attendance of witnesses shall be granted leave with pay at regular rate, where the employee is not a party to the action, which includes, but is not limited to, criminal or civil cases, traffic court, divorce proceedings, custody proceedings, or appearing as directed as parent or guardian of juveniles. This paragraph does not apply to employees who are summoned to testify as a result of secondary employment outside of service to the State.

Employees subpoenaed to proceedings on behalf of an Employer other than the State must use available accrued vacation leave, personal leave, or compensatory leave before being granted leave without pay. Employees using such accrued leave shall not be required to remit any fees received.

Second or third shift employees, during the course of scheduled work hours, shall be permitted an equivalent amount of time off from scheduled work on their preceding or succeeding shift for such appearance. Employees subpoenaed to witness duty shall submit any witness fees received (excluding travel and meal allowances) to the Agency. The employee shall notify the Agency designee immediately upon receiving a subpoena.

30.06 - Professional Meetings

Employees with technical or specialized skills and who exercise independent judgment in their jobs shall be granted reasonable amounts of leave with pay to attend work-related professional meetings. The pay shall be at regular rate and shall not exceed eight (8) hours in any given day.

30.07 - Civic Duty

Upon advance approval of the employee's Agency, employees who are appointed by elected State officials or State Agency Heads to serve on advisory boards or commissions which report to the elected official or State Agency, or who are appointed to positions involved in the solicitation of contributions for charitable organizations approved for payroll deduction, will be granted paid time not to exceed the duration of the employee's regular shift and necessary travel expenses for approved time spent in such capacity.

30.08 - Paid Adoption/Childbirth Leave

A. Eligibility

All employees who work thirty (30) or more hours per week are eligible for paid Adoption/Childbirth leave upon the birth or adoption of a child for care, bonding and/or acclimation of the child. Leave under this Section shall be limited to six (6) weeks, the first two (2) of which shall be the unpaid waiting period, and the remaining four (4) weeks shall be paid at seventy percent (70%) of the employee's regular rate of pay. No minimum length of service is necessary to establish eligibility for this leave. Eligibility for leave is established on the day of the birth of a child or the day upon which custody of a child is taken for adoption placement by the prospective parents. To be eligible for leave an employee must be the biological parent (as listed on the birth certificate)³; or in the case of adoption the employee must be the prospective adoptive parent. An employee may elect to take two thousand dollars (\$2,000) for adoption expenses in lieu of the leave benefit. Payment may be requested when the court has awarded permanent custody of a child to the prospective parents. Whenever an employee adopts multiple children, the event shall be considered as a single qualifying event, and will not serve to increase either the length of leave for an employee or the two thousand dollar (\$2,000) limit. In the event an infant child dies while an employee is using Adoption/Childbirth leave for that infant, Adoption/Childbirth leave terminates on the date of the death. Requested bereavement leave may begin on the day following the death of the child, and may be supplemented by other leaves as specified in Section 30.03.

³ Allows childbirth leave for employees listed on child's birth certificate without requiring them to be biological parent.

B. Waiting Period

To qualify for paid Adoption/Childbirth leave under this Section, an employee must complete a fourteen (14) day waiting period, which commences on the date eligibility is established. An employee may work at the discretion of the employee's appointing authority and/or may take unpaid leave or may use any form of accrued paid leave or compensatory time for which he/she is qualified, or any combination thereof, during the fourteen (14) day waiting period. The fourteen (14) day waiting period under this Section shall satisfy the waiting period for disability leave benefits for employees who qualify for additional leave due to disability, provided the employee does not work during the two (2) week waiting period. The remaining four (4) weeks shall be paid at seventy percent (70%) of the employee's regular rate of pay.

C. Leave Benefit

An employee may utilize any other form of paid leave or compensatory time to supplement Adoption/Childbirth leave, up to a maximum of one hundred percent (100%) of the employee's regular biweekly rate of pay. Employees using Adoption/Childbirth leave who meet the eligibility requirements of the Family and Medical Leave Act (FMLA) shall have the entire non-working period of Adoption/Childbirth leave counted toward the employee's twelve (12) week FMLA entitlement. Adoption/Childbirth leave shall not affect an employee's right to leave under other provisions of this Agreement.

D. Part-Time Employees

The average regular hours worked (including holidays and paid leave) over the preceding three (3) month period shall be used to determine eligibility and benefits under this Section for part-time employees, provided that such benefits shall not exceed forty (40) hours per week. If the employee has not worked a three (3) month period, the number of hours for which the employee has been scheduled per week will be used to determine eligibility and benefits.

E. Coordination with Disability Leave

Employees who are receiving disability leave prior to becoming eligible for Adoption/Childbirth leave shall continue to receive disability leave for the duration of the disabling condition or as otherwise provided under the disability leave program. In the event that the employee's disability leave benefits terminate prior to the expiration of any benefits the employee would have been entitled to under Adoption/Childbirth leave, the employee will receive Adoption/Childbirth leave for such additional time without being required to serve an additional waiting period. In the event an infant child dies while the birth mother is using Adoption/Childbirth leave in lieu of disability leave benefits for that infant the leave shall continue for a period consistent with the appropriate recovery period for disability leave benefits for childbirth.

F. Holidays

Employees shall not be eligible to receive Holiday Pay while on Adoption/Childbirth leave. Holidays shall be counted as one (1) day of Adoption/Childbirth leave and shall be paid as Adoption/Childbirth leave, except that during the waiting period if an employee was in active pay status the day before a holiday the employee will be eligible to receive Holiday Pay as normal. Employees who work during a holiday shall be entitled to pay as provided in Article 26.

G. Working During Adoption/Childbirth Leave Period

Appointing authorities may allow employees to work reduced schedule during any portion of the six (6) week period, subject to the needs of the Agency. Employees who are permitted to work a reduced schedule during such period shall establish a schedule that is acceptable to the Appointing Authority. Only the time spent in non-work status during the period of Adoption/Childbirth leave may be applied as FMLA leave.

H. Credit for Hours Worked or Supplemented

Employees who work or supplement their pay during the latter four (4) weeks of leave, as described above, shall have their pay for hours worked or supplemented so calculated that working or supplementing thirty percent (30%) of their normally scheduled work hours during the pay period shall result in a biweekly pay amount equal to their regular biweekly pay. Employees who work more than thirty percent (30%) of their regularly scheduled hours shall forfeit paid Adoption/Childbirth leave on an hour for hour basis for all excess hours.

I. Duration

Under no circumstances shall Adoption/Childbirth leave be taken beyond six (6) weeks from the date of birth or placement a child for adoption. Adoption/Childbirth leave shall not be used to extend the layoff date of employees or to extend a period of employment for Established Term regular or irregular employees.

ARTICLE 31 – LEAVES OF ABSENCE

31.01 - Unpaid Leaves

A. Union Leave

If an employee is serving as a Union officer, for no longer than the duration of his/her term of office up to four (4) years, the Employer shall grant unpaid leaves of absence upon request. If the employee's term of office extends more than four (4) years, the Employer may, at its discretion, extend the unpaid leave of absence. Employees returning from Union leaves of absence shall be reinstated to the job previously held. The person holding such a position shall be displaced. ~~Leaves of absence for~~

~~Employees selected or appointed to staff positions with the Union must resign from their state position before starting their union position. Employees will have a one-time right to reinstatement to their state position if notification of the leave of absence is submitted through the Office of Collective Bargaining and the employee requests reinstatement to their state position within twelve (12) months from their last day worked. A leave of absence under this section shall be limited to a lifetime maximum of two thousand and eight (2080) hours per employee, shall expire at the end of twelve (12) months and at such time the employee shall be terminated, and has no further rights to the State position.¹~~

¹ Requires employee to resign state position before taking a temporary union position. Allows one-time reinstatement for employee back to state position if requested within 12 months. Limits time an employee can take away from state position for union leave to lifetime maximum of 2,080 hours.

B. Pregnancy Leave

The Employer shall grant a pregnant employee up to six (6) months unpaid leave. (This does not preclude the employee from qualifying for additional leave under Paragraph C of this Section).

C. Extended Illness

The Employer may grant an unpaid leave of absence for up to one (1) year, if an employee has exhausted all other paid leave. The employee shall provide periodic, written verification by a medical doctor showing the diagnosis, prognosis and expected duration of the illness. Prior to requesting an extended illness leave, the employee shall inform the Employer in writing of the nature of the illness and estimated length of time needed for leave, with written verification by a medical doctor. If the Employer questions the employee's ability to perform his/her regularly assigned duties, the Employer may require a decision from an impartial medical doctor paid by the Employer to determine the employee's ability to return to work. If the employee is determined to be physically capable to return to work, the employee may be terminated if he/she refuses to

return to work. In the event of conflicting medical opinion in Workers' Compensation cases, the order of the Industrial Commission District Hearing Officer shall be controlling with regard to the employee's ability to return to work.

D. Other Unpaid Leave

The Employer may grant unpaid leaves of absence to employees upon request for a period not to exceed one (1) year. Appropriate reasons for such leaves may include, but are not limited to education, parenting (if greater than ten (10) days), family responsibilities, or holding elective office (where holding such office is legal). The position of an employee who is on an unpaid leave of absence may be filled on a temporary basis in accordance with Article 7. The employee shall be reinstated to the same or a similar position if he/she returns to work within one (1) year. The Employer may extend the leave upon the request of the employee.

Union leave under this Section shall be requested by the employee through the Office of Collective Bargaining. Employees granted union leave to serve in temporary staff positions with the union under this section may be granted union leave with pay for a period not to exceed twelve (12) months. Union leave with pay shall be limited to a lifetime maximum of two thousand and eighty (2080) hours per employee. The Union shall reimburse the Employer for all costs associated with placing the employee on union leave with pay under this section.²

² Explains process for union leave under Article 31.01 by requiring requests for union leave be made through OCB. Also requires union to reimburse employer for all costs associated with placing employee on union leave with pay not to exceed 12 months and lifetime maximum of 2,080 hours.

31.02 - Military Leave

If an employee enters military service, his/her employment will be separated with the right to reinstatement in accordance with federal statutes. An employee who is a member of the Ohio National Guard or any Reserve Component of the Armed Forces who is called to active duty for a period greater than that allowed under Section 30.02 shall be granted leave for the period of such active duty.

31.03 - Application for Leave

A request for a leave of absence shall be submitted in writing by an employee to the Agency designee. A request for leave shall be submitted as soon as the need for such a leave is known. The request shall state the reason for and the anticipated duration of the leave of absence.

31.04 - Authorization for Leave

Authorization for or denial of a leave of absence shall be promptly furnished to the employee in writing by the Agency designee.

31.05 - Failure to Return from Leave

Failure to return from a leave of absence after the expiration date thereof may be cause for discipline unless an emergency situation prevents the employee's return and evidence of such is presented to the Employer as soon as physically possible.

31.06 - Application of the Family and Medical Leave Act

The Employer will comply with all provisions of the Family and Medical Leave Act (FMLA). For any leave which qualifies under the FMLA, the employee may be required to exhaust all applicable paid leave prior to the approval of unpaid leave.

ARTICLE 32 – TRAVEL¹

¹ No change.

ARTICLE 33 - UNIFORMS AND TOOLS¹

¹ No change.

ARTICLE 34 – SERVICE-CONNECTED INJURY AND ILLNESS

34.01 - Health Insurance

Employees receiving Occupational Injury Leave (OIL), Salary Continuation, or Hostage Leave benefits shall continue to be responsible for the employee's regular share of the health insurance premium while receiving said benefits. In the event OIL, Hostage Leave, or Salary Continuation terminates within a pay period and the employee is eligible for temporary total benefits for the remaining period, the employee's share of the health insurance premium shall be borne by the Employer.

Employees receiving lost time Workers' Compensation benefits or awaiting the approval of a Workers' Compensation claim and not receiving any of the above benefits, for a claim arising from employment with the State of Ohio who have health insurance shall continue to be eligible for health insurance at no cost to the employee for a period not to exceed ~~twenty-four (24)~~ **twelve (12)**¹ months, **and shall continue to be eligible for health insurance at the usual cost share paid by the employee for an additional period not to exceed twelve (12) consecutive months.**² **The employee and the Employer may arrange for a payment plan for the second twelve (12) month period.**³ The Employer has the right to recover such payments if the Workers' Compensation claim is determined to be non-compensable.

¹ Employer covers first 12 months of both employer and employee share of health insurance premiums for employees on workers' compensation.

² Makes employee responsible for employee share of health insurance premium in second 12 months while on workers' compensation.

³ Parties may agree to payment plan for employee share of health insurance premiums for second 12-month period.

34.02 - Salary Continuation for Workers' Compensation Claims

Salary Continuation is the uninterrupted payment of a permanent employee's total rate of pay not to exceed four hundred eighty (480) hours per Workers' Compensation claim. An employee who incurs physical injuries or other disabilities in the performance of and arising out of State employment, and is not eligible for OIL, may be eligible for Salary Continuation. To be eligible, the employee must: 1) follow his/her Agency's accident reporting guidelines, 2) be evaluated by an Approved Physician, as defined in Appendix K, to determine if the injuries have so disabled the employee that the essential functions of his/her position cannot be performed, 3) show that the Employer is currently unable to provide an appropriate transitional work assignment, and 4) apply for Workers' Compensation benefits within twenty (20) days of the incident.

Effective for dates of injury occurring on or after September 1, 2009, an employee will be eligible for Salary Continuation. The Salary Continuation will end when: 1) the 480 hours is exhausted; 2) the treating physician opines that it is no longer medically necessary for the employee to be off work; 3) the employee's Workers' Compensation claim is denied by the Bureau of Workers' Compensation (BWC); 4) the Industrial Commission (IC) determines that the employee has reached Maximum Medical Improvement; 5) or the employee is disqualified from receiving Workers' Compensation benefits, whichever occurs first. Salary Continuation will end if the employee is no longer in the State service or has been voluntarily or involuntarily disability separated. Salary Continuation will end if the employee

accepts Workers' Compensation temporary total disability benefits. Employees who receive OIL benefits are not eligible for Salary Continuation arising out of the same incident or injury. Any requests for additional allowances to a claim shall be approved by BWC prior to requesting payment of additional Salary Continuation subject to the 480 total hours limit.

No charge will be made to the employee's accumulation of sick leave during the period the employee receives Salary Continuation. An employee on Salary Continuation shall accrue sick leave and personal leave but shall not accrue vacation leave. The employee is not eligible to use leave balances while receiving Salary Continuation. Additionally, the employee shall not be eligible for any other paid leaves, including holiday pay and those leaves under Articles 30 or 35, while receiving Salary Continuation. Employees receiving Salary Continuation are in active pay status.

If the employee's Workers' Compensation claim is denied by BWC or if the employee is disqualified from receiving Workers' Compensation benefits, the employee must, after all administrative appeals have been exhausted, either substitute the use of paid sick, vacation, or personal leave, or repay the Employer any Salary Continuation received during the period of time from the date of injury until the final administrative determination on the claim has been made. The Agency will work with the employee to determine if leave will be deducted and/or to set up a repayment procedure.

An employee may elect to take leave without pay in lieu of Salary Continuation without exhausting accrued leave balances, pending determination of a Workers' Compensation claim.

If an employee elects to utilize his/her sick leave, personal leave, vacation leave or compensatory time balances in lieu of Salary Continuation pending determination of a Workers' Compensation claim arising from employment with the State of Ohio, the Employer shall allow the employee, upon execution of a Wage Agreement, to buy back those leave balances within two (2) pay periods after lost time Workers' Compensation benefits are received by the employee, or shall allow the employee to choose an automatic restoration of those leave balances upon execution of a Wage Agreement.

If an employee's request for Salary Continuation is denied in its entirety, the employee may appeal the denial through the process detailed in Appendix K, Section V.⁴

⁴ Housekeeping to incorporate current practice of Salary Continuation appeals following process laid out in Appendix K, Section V.

34.03 - Other Leave Usage to Supplement Workers' Compensation

Employees may utilize sick leave, personal leave, compensatory time or vacation to supplement Workers' Compensation benefits in order to receive up to one hundred percent (100%) of the employee's regular rate of pay.

34.04 - Occupational Injury Leave

Permanent employees of the Department of Mental Health and Addiction Services, the Department of Developmental Disabilities, Department of Veterans Services, the Schools for the Deaf and Blind, the Department of Rehabilitation and Correction, and the Department of Youth Services shall be eligible up to a maximum of total of nine hundred sixty (960) hours of Occupational Injury Leave per claim with pay at total rate. (See Appendix K). Where an aggravation of a pre-existing condition is alleged, the BWC/IC will determine if the injury results in a new claim or a continuation of an existing claim. Employees receiving OIL are in active pay status.

34.05 - Transitional Work Programs

Agencies and the Union may mutually develop Transitional Work Programs designed to encourage a return to work by an employee receiving Salary Continuation, Workers' Compensation benefits or Occupational Injury Leave (OIL). During the time an employee is in a Transitional Work Program, the employee will be assigned duties which the employee is capable of performing based upon the recommendation of the employee's attending physician. Upon request of the Employer, employees must participate in the Transitional Work Program unless precluded from participation by their attending physician. If a permanent employee is given a transitional work assignment with less than his/her regularly scheduled hours, the employee may use any remaining OIL or Salary Continuation hours to supplement up to the amount of his/her regularly scheduled hours.

A full-time permanent employee on a transitional work assignment equivalent to his/her regularly scheduled hours who has continuing treatment related to his/her salary continuation, OIL or Workers' Compensation claim must first, attempt to schedule the appointment during non-working hours. Second, if the employee is unable to schedule the appointment during non-working hours, the employee must work with the Employer to flex his/her schedule to accommodate the appointment. Third, after the first two (2) options have been exhausted, the employee may use any remaining OIL or Salary Continuation hours to attend the appointment, not to exceed one (1) hour per appointment, with a maximum of three (3) appointments per week.

If the employee refuses to participate in the Transitional Work Program while receiving Salary Continuation or OIL, the Salary Continuation or OIL benefit will end and the Employer can seek repayment or substitution of paid leave from the employee for any OIL or Salary Continuation received during the time the employee was capable of participating in the program. The Agency will work with the employee to determine if leave will be deducted or to set up a repayment procedure.

34.06 - Hostage Leave

An employee who has been taken hostage shall be eligible for up to sixty (60) days leave with pay at total rate which shall not be charged to sick leave, vacation, or any other accrued leave, as determined necessary by a licensed physician or psychiatrist to recover from psychological disability.

34.07 - Leave to Attend Industrial Commission Hearing

An employee shall be granted time off with pay from regularly scheduled work hours, including travel time, sufficient to attend one (1) hearing conducted by the Ohio Industrial Commission in the determination of the employee's Workers' Compensation claim. In addition, an employee will be granted time off with pay from regularly scheduled work hours, including travel time, sufficient to attend any hearing where the Employer contests the employee's Workers' Compensation claim.

34.08 - Implementation

A committee of three (3) Employer representatives and three (3) Union representatives will be formed for the purpose of formulating and maintaining the approved physician list pursuant to Appendix K(I)(c). Committee members who are State employees will receive time off with pay at total rate for committee business.

In the event no approved physician list is available for the employee's area, that requirement shall be waived. Issues related to the utilization of the approved physician list will be within the province of the committee

ARTICLE 35 - DISABILITY BENEFITS¹

¹ No change.

ARTICLE 36 – WAGES¹

¹ In FACT FINDING - See Fact Finder's Report.

ARTICLE 37 - EMPLOYEE TRAINING AND DEVELOPMENT¹

¹ No change.

ARTICLE 38 – TECHNOLOGICAL CHANGE¹

¹ No change.

ARTICLE 39 - SUB-CONTRACTING¹

¹ No change.

ARTICLE 40 – INDEMNIFICATION¹

¹ No change.

ARTICLE 41 – NO STRIKE/NO LOCKOUT¹

¹ No change.

ARTICLE 42 – SAVINGS¹

¹ No change.

ARTICLE 43 – DURATION

43.01 - Duration of Agreement

This Agreement shall continue in full force and effect for the period DATE July 1, 2015¹, through February 28, ~~2018~~², 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.

¹ Reflects agreed upon start for new contract (2018-2021). Will be added at later date when determined.

² Reflects agreed upon end date for new contract (2018-2021).

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

44.01 - Agreement

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

44.02 - Operations of Rules and Law

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

44.03 - Total Agreement

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

44.04 - Work Rules

After the effective date of this Agreement, Agency work rules or institutional rules and directives must not be in violation of this Agreement. Such work rules shall be reasonable. The Union shall be notified prior to the implementation of any new work rules and shall have the opportunity to discuss them.

44.05 - Technology

No State employee should have an expectation of privacy while on paid time as an employee.

44.06 - Successor

In the event that the Employer or any of its Agencies covered by this Agreement sells, leases, transfers or assigns any of its facilities to political subdivisions, corporations or persons, and such sale, lease, transfer or assignment would result in the layoff or termination of employees covered by this Agreement, the Agency and Employer shall attempt in good faith to arrange for the placement of such employees with the new Employer or the State.

The Agency shall notify the Union in writing at least thirty (30) days in advance of the final date of any such sale, lease, transfer or assignment.

In the event the Employer plans to close an institution (i.e., a facility at Mental Health and Addiction Services, Developmental Disabilities, Department of Rehabilitation and Correction, Department of Youth Services, and Department of Veterans Services) or part thereof, resulting in the layoff of employees, it shall give ninety (90) days advance notice to the Union. The Union shall be given the opportunity to discuss the planned closure with the Employer. Should it become necessary to close an Agency, institution or part thereof, the following guidelines will be utilized:

- A. Where individual institution(s) or part(s) thereof are closed resulting in layoffs, the provisions of Article 18 will apply;
- B. The Agency(s) will seek to absorb all affected employees or help displaced workers obtain employment in other areas of the public sector;
- C. A concerted effort will be made to relocate displaced employees within the framework of any new delivery system. The Employer will seek to involve the Union and any newly-created structure in a positive program for the hiring and possible retraining of any displaced employee;
- D. In cooperation with the Union, the Agency(s) will aggressively search for any available program assistance for the purpose of job training and/or placement. The Union and the Employer will closely examine all possible avenues for human resource assistance in both the public and private sectors.

44.07 - Errata

It is the understanding of the parties that any errors in printing or typography will not alter the intent of the parties with respect to any such item.

44.08 – OAKS and KRONOS Issues

Representatives from OCB and OCSEA will meet on an as needed basis to identify and address OAKS or KRONOS (Enterprise or Non-Enterprise)¹ related issues and to plan and implement remedies, which may include training, regarding said issues.

¹ Incorporates union's proposal to allow discussions on issues with Kronos regardless of whether Kronos system is administered by DAS or Agency.

APPENDIX A-I – CLASSIFICATIONS¹

APPENDIX J – GEOGRAPHIC JURISDICTIONS¹

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.

¹ Housekeeping. Appendix A-I classifications not reproduced here.

¹ 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) 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

Six (6) Districts

District #1

Northwest Ohio Developmental Center
Tiffin Developmental Center

District #2

Warrensville Developmental Center
~~Youngstown Developmental Center~~

Mount Vernon Developmental Center

District #3

Columbus Developmental Center
~~Mount Vernon Developmental Center~~
Southwest Ohio Developmental Center

District #4

Cambridge Developmental Center
Gallipolis Developmental Center

District #5

~~Southwest Developmental Center~~
~~Montgomery Developmental Center~~
Central Office

District #6

~~Central Office~~

DEPARTMENT OF EDUCATION

Statewide

OHIO ENVIRONMENTAL PROTECTION AGENCY

Five (5) Districts

Northwest District

Williams	Defiance	Paulding	Van Wert
Mercer	Fulton	Henry	Putnam
Allen	Hardin	Ottawa	Sandusky
Seneca	Wyandot	Marion	Crawford
Erie	Auglaize	Lucas	Ashland
Wood	Hancock	Huron	Richland

Northeast District

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

Central District

Union	Madison	Fayette	Morrow
Delaware	Franklin	Pickaway	Knox
Licking	Fairfield		

Southwest District

Darke	Preble	Shelby	Miami
Montgomery	Logan	Champaign	Clark
Greene	Highland	Brown	Butler
Clinton	Hamilton	Warren	Clermont

Southeast District

Ross	Pike	Scioto	Noble
Hocking	Harrison	Vinton	Jackson
Lawrence	Jefferson	Perry	Athens
Meigs	Washington	Coshocton	Adams
Muskingum	Belmont	Morgan	Gallia
Tuscarawas	Guernsey	Monroe	

OHIO EXPOSITIONS COMMISSION

Statewide

DEPARTMENT OF HEALTH

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 EDUCATIONStatewide**OHIO HOUSING FINANCE AGENCY**

Statewide

INDUSTRIAL COMMISSION OF OHIO

Statewide

DEPARTMENT OF INSURANCE

Statewide

DEPARTMENT OF JOB AND FAMILY SERVICES

Six (6) Districts

District #1

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

Wood

District #2

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

District #3

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

District #4

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

District #5

Ashtabula	Mahoning	Medina	Portage
Stark	Summit	Trumbull	Wayne

District #6

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

STATE LIBRARY

Statewide

Two (2) 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

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 Wood	Hardin	Logan	Hancock	
District #2				
Preble	Miami	Montgomery	Clark	
Champaign	Greene	Madison	Fayette	
Hamilton	Warren	Clermont	Clinton	
Brown	Highland	Butler		
District #3				
Adams	Pike	Scioto	Jackson	
Lawrence	Ross	Pickaway	Fairfield	
Hocking	Vinton	Perry		
District #4				
Union	Delaware	Franklin	Morrow	<u>Fairfield</u>
Knox	Licking	Wyandot	Marion	<u>Madison</u>
Crawford	Richland	Ashland	<u>Pickaway</u>	
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.

~~Four (4)~~ **Five (5)** Districts

District #1				
Ashtabula	Columbiana	Cuyahoga	Geauga	
Lake	Mahoning	Medina	Portage	
Stark	Summit	Trumbull	Wayne	
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				
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			
District #5				
<u>Ashland</u>	<u>Belmont</u>	<u>Carroll</u>	<u>Coshocton</u>	
<u>Columbiana</u>	<u>Crawford</u>	<u>Guernsey</u>	<u>Harrison</u>	
<u>Holmes</u>	<u>Jefferson</u>	<u>Knox</u>	<u>Licking</u>	
<u>Mahoning</u>	<u>Morrow</u>	<u>Muskingum</u>	<u>Noble</u>	

Richland Stark Trumbull Tuscarawas
Wayne

DEPARTMENT OF PUBLIC SAFETY (INCLUDING EXCLUDING STATE HIGHWAY PATROL)

~~Two (2)~~ **Five (5)** Districts

District #1—Franklin County

District #2—The remainder of the State:

District #1

Franklin

District #2

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

District #3

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

District #4

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

District #5

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

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

PUBLIC UTILITIES COMMISSION OF OHIO

Statewide

BOARD OF REGENTS

Statewide

DEPARTMENT OF REHABILITATION AND CORRECTION

Six (6) Districts

District #1

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

District #2

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

District #4

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

District #5

Trumbull Correctional Institution, LAECI, 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

District #6

~~DR&C Operation Support Center (Franklin County only), DPCS Operation Support Center, Ohio Penal Industries
Operation Support Center (McKinley), Columbus APA Office~~

Employees in DR&C designated as Operation Support Center payroll and DPCS/APA designated as DPCS payroll that have work locations or areas outside of Franklin County will be placed in the geographic jurisdiction of their physical work location or area. (For purposes of Article 17 and 18, the employees who are not located in a specific worksite (institution or APA office), the bumping and bidding will begin with the geographic jurisdiction they are assigned to perform their work.)

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	
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District #13

Central Office - Columbus

~~Real Estate Division~~

~~Northeast Districts 4, 11, 12~~

~~Northwest Districts 1, 2, 3~~

~~Southeast Districts 5, 6, 10~~

~~Southwest Districts 7, 8, 9~~

DEPARTMENT OF VETERANS SERVICES

Two (2) Districts - Jurisdictions of the Department will be the Northern Ohio Veterans Services and the Southern Ohio Veterans Services.

BUREAU OF WORKERS' COMPENSATION

Five (5) Districts

District #1

Allen	Auglaize	Clark	Champaign
Defiance	Delaware	Fayette	Fulton
Hancock	Hardin	Henry	Licking

Logan	Lucas	Madison	Mercer
Paulding	Pickaway	Putnam	Union
Van Wert	Williams	Wood	

District #2

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

District #3

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

District #4

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

District #5

Fairfield	Franklin
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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

I. Definitions

- Allowed Psychological Condition: A psychological condition, diagnosed by a psychiatrist or psychologist chosen from the “Approved Physician” list that develops after and is related to the allowed physical condition.
- Allowed Physical Condition: A physical condition diagnosed by an “Approved Physician” that arises from an injury inflicted by a ward as defined below. The physical condition includes the substantial aggravation of a pre-existing condition, if such aggravation arises from an injury inflicted by a ward.
- Approved Physician: A physician who is designated on a list compiled through the agreement of both parties for the purpose of diagnosing, evaluating and treating the condition within seven (7) calendar days of the original “Date of Injury.” The employee shall continue to be treated by an “Approved Physician” until the employee is approved to return to work or the employee’s OIL benefits are exhausted. If the employee is unable to schedule an appointment for an initial diagnosis with an Approved Physician within forty-eight (48) hours of the injury, the employee must notify the Agency Workers’ Compensation representative immediately. If the employee’s injury is of a nature which requires an emergency room visit, the employee may be initially diagnosed and evaluated by the Emergency Room doctor. Thereafter, if additional treatment is required, the employee must consult an Approved Physician **within a reasonable period of time**.¹
- Conclusively Establish: The facts show that it was more likely than not that the events giving rise to this claim occurred.
- Date of Injury: The date the events triggering this claim occurred.
- Inflicted By: Injured by a ward of the State
 - in an attempt to subdue, control or restrain a ward’s inappropriate behavior, or
 - as the result of being physically harmed in the course of the employee’s duty, as long as the injury was not accidental in nature or as a result of the employee’s own misconduct or negligence; or
 - during pursuit of the ward in such circumstances where a ward attempts to flee following the aforementioned inappropriate behavior.
- Totally Disabled: The inability to perform sustained remunerative employment or other activity(ies) that are consistent with his/her medical/psychological restrictions while receiving OIL benefits due to the allowed conditions of the claim.
- Ward: An inmate, patient, resident, client, youth or student.

¹ Injured workers that go to Emergency Room within initial 7-day period from date of injury to still be covered if additional required treatment is sought by panel doctor within reasonable period of time.

II. Eligibility for Occupational Injury Leave (OIL)

A permanent employee of the Ohio Department of Mental Health and Addiction Services, the Department of Developmental Disabilities, Department of Veterans Services, and Schools for the Deaf and Blind, Department of Rehabilitation and Correction, and the Department of Youth Services who sustains an allowed physical condition inflicted by a ward in the above Agencies, in the course of, and arising out of, the injured employee’s employment shall be eligible to request occupational injury leave (OIL) benefits in addition to his/her claim for Workers’ Compensation.

The injured worker shall:

1. Follow the respective Agency's accident reporting guidelines;
2. Obtain an OIL application, if applicable, from the designated location at his/her institution or the employee's immediate supervisor. This location shall be posted prominently for all shifts;
3. Complete and submit the employee section of the OIL application, if applicable, within twenty (20) calendar days from the date of injury. If the employee is medically unable to complete the application, he/she may have someone acting on his/her behalf complete the employee section of the application for him/her;
4. Provide the approved physician with the appropriate DAS Physician's Statement form and follow-up with approved physician to ensure the form is submitted appropriately; and
5. File a Workers' Compensation claim at the same time the employee requests OIL benefits.

III. Processing of the OIL Application

In order to receive OIL benefits in lieu of Workers' Compensation Temporary Total Disability Compensation (TTD), the employee must conclusively establish that an allowed physical condition was "inflicted by" a ward in the course of, and arising out of, the injured employee's employment. The burden of proving the truth of the facts as alleged as well as proof of timely medical treatment shall be on the employee and shall further include any other elements of proof necessary for the allowance of this claim.

If the injury is found to be accidental in nature, or to have arisen from the misbehavior or negligence on the part of the employee, the OIL benefits shall not be awarded and any benefits received must be repaid in accordance with Appendix K, Section IV.

Within five (5) business days of receipt of the request for OIL benefits, the Employer shall notify the DAS designee if the Employer: 1) agrees with the OIL benefits request; 2) disagrees with the OIL benefits request; or 3) has the OIL benefits request under investigation and forward the application. The DAS designee will immediately review the application for payment of OIL benefits.

The Employer shall make a good faith effort to complete any investigation of an OIL benefits request within twenty (20) calendar days and notify the DAS designee of their findings. Allowance or denial of OIL claims must be documented in writing and provided to the employee.

IV. Administration of OIL Benefits

An employee receiving OIL benefits shall be eligible for his/her total rate of pay during the period of time that there is medical evidence establishing that the employee is totally disabled as the result of the work injury. The employee shall submit medical documentation from an approved physician supporting the extent of disability. OIL will be payable for an allowed psychological condition that is found to be related to an allowed physical condition(s).

The OIL benefit will be paid pending the initial determination of the OIL claim. The total hours of OIL shall not exceed 960 hours per OIL claim without exception. OIL shall be paid in lieu of Workers' Compensation TTD benefits. If the employee accepts TTD compensation from BWC for the injury or the IC determines that the employee has reached maximum medical improvement, such employee will not be eligible to receive OIL benefits. Any requests for additional allowances to a claim shall be approved by the BWC/IC prior to processing an extension of OIL benefits. Clarification of the diagnosis from the Approved Physician or a request for extension of benefits from the Approved Physician shall not be considered an additional allowance. Initial denial of the OIL claim ends the payment of the OIL benefit.

If the employee's OIL claim is denied, but the employee's Workers' Compensation claim is still pending, the employee may be eligible for Salary Continuation, not to exceed 480 hours. Any hours previously paid to the employee under OIL will be counted toward the 480 hours. If the employee's OIL claim is denied or if the employee is disqualified from receiving OIL benefits, the employee must, after all administrative appeals have been exhausted, either substitute sick, vacation, or personal leave, or reimburse the Employer any OIL benefits received during the period of time from the date of injury until the final administrative determination. The Agency will work with the employee to determine if leave will be deducted or to set up a repayment procedure.

An employee receiving OIL benefits shall accrue sick leave and personal leave but shall not accrue vacation leave. Pay under OIL shall not be charged to the employee's accumulation of sick leave. The employee is not eligible to use leave balances while receiving OIL. The employee is not eligible for other paid leaves, including holiday pay and those under Articles 30 or 35, while receiving OIL.

Once an employee's OIL application has been approved, the employee shall not be subject to the Agency's daily call-off procedures or any other absentee requirements that are not included in this Appendix, unless the employee is participating in the Transitional Return to Work program. The employee is responsible for notifying the Agency of their expected return to work date.

V. Appeal of the Denial of an OIL Claim

If an employee's request for OIL benefits is completely denied, the employee may appeal the denial through the process detailed below. The employee shall not have rights under the Article 25 grievance procedure. In the event an Article 25 grievance is filed concerning an OIL issue, the grievance shall be forwarded to DAS Benefits to process as an appeal. In the event a non-OIL issue(s) is also alleged in the grievance, said issue shall be separated from the appeal and processed pursuant to Article 25.

If the employee has been receiving OIL benefits pending determination of the claim, the benefits will end with the initial denial and the employee will not be eligible for any OIL benefits during the appeal process. The employee may be eligible for Salary Continuation during the appeal process, which may not exceed 480 hours.

Within twenty (20) calendar days from the date the initial denial letter is postmarked, the employee must submit a letter to DAS Benefits, attaching any additional information to support his/her appeal. DAS Benefits will conduct an initial review of the appeal. If the employee's OIL claim was denied on procedural issues or the employee has failed to provide any new information to support the appeal, DAS Benefits shall issue a letter to the employee within ten (10) working days of receipt of the letter denying the appeal and send a copy of the letter, the employee's OIL application, and any other documents submitted to OCSEA Central Office.

If OCSEA determines that further review is necessary, they will submit a request to OCB for a panel to be convened to review the claim within ten (10) working days of receiving the documents from DAS Benefits. The panel will consist of three (3) members: a representative of an Agency which is not the employing Agency and who regularly works with OIL, a representative of the Union who is not employed by the employing Agency, and a representative or designee of

the State Employment Relations Board (SERB). Representatives from OCB and OCSEA may attend, but will not be voting members of the panel. The panel will be convened within fourteen (14) days of OCB's receipt of the request. The panel will complete a file review of the claim and any information provided by the employee and make a determination to uphold or overturn the denial. The panel will issue the decision immediately or within three (3) days if further investigation is necessary. The panel's decision will be in writing and will be final.

If the employee accepts Workers' Compensation TTD Compensation during the appeal process, he/she may continue to submit extension paperwork. If the employee's appeal is upheld, OIL benefits will be awarded and the Agency will work with the employee to repay any Workers' Compensation TTD benefits that were awarded.

VI. Disqualification

An employee shall be disqualified from receiving OIL benefits under any of the following circumstances:

- a. the employee knowingly makes any false misleading statement(s) and/or alters, falsifies, destroys or conceals any document in order to be eligible to receive OIL;
- b. the employee engages in sustained remunerative employment or other activity(ies) that are inconsistent with his/her medical/psychological restrictions while receiving OIL benefits;
- c. the employee is no longer in the State service or has been voluntarily or involuntarily disability separated; or
- d. the employee is incarcerated.

If any of the above circumstances occur, OIL benefits shall be immediately terminated and the employee shall reimburse the State in the amount of any benefits improperly received.

The employee may also be subject to disciplinary action, up to and including termination and criminal prosecution.

APPENDIX L – PAY RANGES¹

¹ Not reproduced here. Changes subject to Fact Finder's Report.

APPENDIX M – DRUG-FREE WORKPLACE POLICY

Section 1. Statement of Policy

- A. Both the State and the Union desire a workplace that is free from the adverse effects of alcohol and other drugs. As such, both parties acknowledge that substance abuse is a serious and complex, yet treatable, condition/disease that adversely affects the productive, personal and family lives of employees. The parties further acknowledge that substance abuse may lead to safety and health risks in the workplace, for the abusers, their co-workers, and the public-at-large. Accordingly, the State and the Union pledge to work collaboratively in programs designed to reduce and eradicate the abuse of alcohol and drugs.
- B. The Union recognizes the need to address problems associated with having on-duty employees under the influence of alcohol or drugs. The Union also recognizes the State's obligations under the Federal Drug-Free Workplace Act of 1988 and other Federal laws and regulations concerning the controlling of substance abuse in the workplace. At the same time, the State recognizes employees' rights to privacy and other constitutionally guaranteed rights, as well as the due process and just cause obligations of this Agreement. Both parties agree that the emphasis of any drug-free workplace programs shall be to prevent and rehabilitate employees and to abate risks created by employees who are on duty in an impaired condition.
- C. The State will periodically provide information and training programs concerning the impact of alcohol and other drug use on job performance, as well as information concerning the State's Employee Assistance Program and any other resources that an employee or his/her family may contact for assistance in overcoming an alcohol and/or other drug problem. All bargaining unit employees shall be furnished with a copy of the Employer's drug-free workplace policies within thirty (30) days of initial employment with a State Agency. Additionally, each employee will similarly be provided with a written description of the Employer's drug testing policy, including the procedures under which a test may be ordered, procedures for obtaining samples for testing, how testing will be conducted and reported to the Employer and employees, and how medical marijuana will be addressed;¹ 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.

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

3. Random Testing

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

B. Federal Testing

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

Section 3. Testing Procedures and Guarantees

A. State Testing

1. Procedures and protocols for the collection, transmission and testing of the employees' samples shall conform to the methods and procedures provided by Federal regulations pursuant to the Federal Omnibus Transportation Employee Testing Act of 1991.
2. Employees shall have the right to consult with a Union representative, if one is available, one (1) hour prior to testing, and a Union representative may accompany the employee to the specimen collection site as long as reasonable suspicion is called for by the Employer.
3. The random testing pools for DYS employees and DRC employees shall be maintained on a statewide basis that includes all employees in the Agency who are subject to random testing. The random testing pool shall be maintained and administered by the Drug-Free Workplace Services Program of the Department of Administrative Services. The percentage of employees to be tested annually will vary during the first two (2) years of the Agreement, the percentage of the employees to be tested annually at up to thirty percent (30%) of the random testing pool. During the last year of the Agreement, the percentage of the employees to be tested annually can vary from ten percent (10%) to thirty percent (30%) of the average total of the random testing pool.
4. The Drug-Free Workplace Office of DAS may issue the random testing list to DYS Central Office and DRC Operation Support Center. The Agency Central Office shall issue a list of employees to the appropriate Facilities/Institutions. Any employee included on the list who is subject to a random test shall be tested within seven (7) days after the Facility/Institution has received the random list. Any

² Housekeeping. Keeps CBA consistent with law and has process reference law so CBA doesn't have to be updated when there are changes to law.

³ Housekeeping. Keeps CBA consistent with law and has process reference law so CBA doesn't have to be updated when there are changes to law.

⁴ Housekeeping. Language deleted and replaced to reference law so CBA will not have to be updated when there are changes to law.

employee who is not tested within seven (7) days after the Facility/Institution receives the list shall not be tested as a result of that list.

5. A test result which indicates a .04% blood alcohol level will be considered a positive test. Any employee who tests at or above .02% and below .04% shall be immediately removed from duty until the start of the employee's next scheduled shift or for 24 hours, whichever is greater. 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 Department of Administrative Services.

Section 4. General Provisions Applicable to All Testing

- A. Subject to the reasonable requirements of the laboratory, the Union shall have the right, upon reasonable request made to the laboratory, to inspect and observe any aspect of the drug testing program, with the exception of individual test results. The Union may inspect individual test results, if the release of such information is authorized, in writing, by the affected employee.
- B. Covered employees will be selected from the random selection pool by a computer-driven random number process based upon the position 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

B.U.	Class No.	Title
6	54221	Aircraft Maintenance Technician
6	54451	Ambulance Operator
7	21582	Amusement Ride and Game Inspector
7	26531	Fire and Explosion Invest. Bureau Investigator ⁵
14	24951	Aviator 1
14	24952	Aviator 2
7	24121	Boiler Inspector
6	54542	Boiler Operator
7	24421	Breath Alcohol Testing Inspector
6	53230	Bridge and Lock Tender
13	85851	Bridge Specialist 1
13	85852	Bridge Specialist 2
<u>7</u>	<u>24111</u>	<u>Building Inspector</u> ⁶
<u>7</u>	<u>24332</u>	<u>CDL Field Representative</u> ⁷
4	18111	Children's Teacher Aide 1
4	18112	Children's Teacher Aide 2
4	18113	Children's Teacher Aide 3
3	46531	Correction Officer
7	24341	Customer Service Specialist 1
7	24342	Customer Service Specialist 2
6	53821	Delivery Worker
7	24331	Driver License Examiner 1
7	24332	Driver License Examiner 2 (CDL) ⁸
7	24333	Driver License Examiner 2 (Lead Worker)
7	24334	Driver License Examiner 2 (Mobile) ⁹
7	24131	Electrical Inspector
7	24141	Elevator Inspector
7	24140	Elevator Inspector Trainee
<u>7</u>	<u>26531</u>	<u>Fire and Explosion Invest. Bureau Investigator</u> ¹⁰
7	26591	Firefighter
7	26211	Investigator (only in the Lottery Commission and the Department of Public Safety, Private Investigator and Security Guard Section)
7	26592	Lieutenant Firefighter ¹¹
4	44211	General Activities Therapist 1
4	44212	General Activities Therapist 2
7	64921	Hazardous Materials Specialist ¹²
7	23161	Hazardous Materials Investigation Specialist 1
7	23162	Hazardous Materials Investigation Specialist 2
<u>7</u>	<u>64921</u>	<u>Hazardous Materials Specialist</u> ¹³
4	44111	Hospital Aide
4	44113	Hospital Aide Coordinator 1
4	44114	Hospital Aide Coordinator 2
4	44161	Licensed Practical Nurse
<u>7</u>	<u>26592</u>	<u>Lieutenant Firefighter</u> ¹⁴
6	22551	Lock Area Technician ¹⁵
7	21541	Medical Board Enforcement Investigator
7	23111	Motor Carrier Enforcement Inspector
7	24123	Nuclear Boiler Inspector
4	44310	Occupational Therapy Assistant

⁵ Housekeeping. Deleted and moved to different location.

⁶ New classification added.

⁷ CDL Field Representative classification replaced Driver License Examiner 2 classifications.

⁸ Classification replaced by CDL Field Representative classification.

⁹ Classification replaced by CDL Field Representative classification.

¹⁰ New classification added.

¹¹ Housekeeping. Deleted and moved to different location.

¹² Housekeeping. Deleted and moved to different location.

¹³ Housekeeping. Moved from different location.

¹⁴ Housekeeping. Moved from different location.

¹⁵ Classification deleted.

B.U.	Class No.	Title
4	42741	Qualified Pharmacy Technician ¹⁶
7	21561	Pharmacy Board Compliance ¹⁷ Agent
7	24161	Plumbing Inspector 1 ¹⁸
7	24162	Plumbing Inspector 2 ¹⁹
3	44142	Psychiatric Attendant Coordinator ²⁰
3	44141	Psychiatric Attendant
3	44142	Psychiatric Attendant Coordinator ²¹
7	23181	Public Utilities Gas Pipeline Safety Compliance Investigator
4	42741	Qualified Pharmacy Technician ²²
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)

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

¹⁶ Housekeeping. Deleted and moved to different location.

¹⁷ Housekeeping. Deleted to reflect classification name change.

¹⁸ New classification added.

¹⁹ New classification added.

²⁰ Housekeeping. Moved from different location.

²¹ Housekeeping. Deleted and moved to different location.

²² Housekeeping. Moved from different location.

APPENDIX N – WORK AREAS FOR MENTAL HEALTH, MENTAL RETARDATION AND DEVELOPMENTAL DISABILITIES, DEPARTMENT OF YOUTH SERVICES AND OHIO VETERANS HOME¹

¹ In FACT FINDING - See Fact Finder's Report.

APPENDIX O – ALPHABETICAL CLASSIFICATION LIST¹

¹ Housekeeping. Appendix O not reproduced here.

APPENDIX P - UNIT-SPECIFIC AGREEMENTS (DEPARTMENT OF VETERANS SERVICES AND DEPARTMENT OF DEVELOPMENTAL DISABILITIES)¹

¹ No change.

APPENDIX Q – AGENCY SPECIFIC AGREEMENTS

ADJUTANT GENERAL'S DEPARTMENT

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

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

Article 1 - Erosion

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

The Employer shall count any military personnel who are qualified and on duty toward the required staffing level in order to allow employees the opportunity to have leave approved or otherwise supplement the workforce for overtime purposes. The advanced notice of the availability of military personnel will be posted on the station roster/schedule as soon as possible.

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.

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 ~~one hundred four (104) hours in a fourteen (14) day pay period~~ **24 hours worked followed by 48 hours off.**¹ The work week shall commence at 00:00 hours on Sunday and end at 23:59:59 hours on Saturday. The standard work year shall consist of ~~two thousand seven hundred four (2,704) hours~~ **a minimum of two thousand nine hundred and four (2,904) hours and a maximum of two thousand nine hundred and twenty one (2921) hours based on the 24/48 work cycle.**²

Scheduling

The Employer reserves the right to schedule employees according to the operational needs of the base. It is understood that the Employer reserves the right to limit the number of persons to be scheduled off work at any one time. It is understood that Firefighters shall be scheduled for no less than ~~one hundred four (104)~~ **one hundred and three (103)**³ 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 ~~paid~~ **compensated**⁴ 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

~~Effective January 1, 2003~~ **In lieu of receiving premium for holiday pay or overtime pay for working the holiday,**⁵ Firefighters shall be credited with ~~ten and four tenths (10.4)~~ **fifty-four (54)** hours of personal leave at the end of the pay period that includes the first day of January, April, July and October of each year. ~~Firefighters shall be permitted to carry up to fifty (50) hours of personal leave at any time.~~

Article 27.06 – Conversion or Carry Forward of Personal Leave Credit at Year's End

Personal leave not used may be carried forward or paid at the employee's option. Payment to be made in the first pay period in December. Maximum accrual of personal leave shall be ~~fifty (50)~~ **ninety-six (96)**⁶ 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**⁷ ~~one hundred four (104)~~ hours in an active pay status in a pay period shall be credited with a prorated amount of leave according to the following schedule:

Length of State Service	Accrual Rate
	Hours Earned Per 104 Hours in Active Pay Status Per Pay Period regularly scheduled work hours
Less than 4 years	4.0 .0385
4 years or more	6.0 .0577
9 years or more	8.1 .0779
14 years or more	9.0 .0865
19 years or more	10.0 .0962
24 years or more	12.0 .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 four (104) **twenty (20)**⁸ hours in a pay period.

¹ Brings uniformity and describes type of schedule firefighters at all three installations to work.

² Firefighters to be scheduled to work no less than 2,904 hours and no more than 2,921 hours depending upon how 24/48 hour schedule falls in calendar year.

³ Describes minimum cycle firefighter to be scheduled while circulating through 24/48 rotations.

⁴ Describes that employees can choose to be paid or elect compensatory time for overtime.

⁵ Firefighters previously received 240 hours of holiday leave. Firefighters now to receive 54 hours of personal leave each quarter.

⁶ Changes personal leave carry-over maximum to 96 hours.

⁷ Firefighters to receive appropriate accrual rate for hours in active-pay status based on schedule cycle of 103, 113 and 120 hours. Firefighter accrual rate is reflected in the 28.01 Accrual Rate Chart.

⁸ Maximum hours that can be paid for denied vacation in a single pay period to be 120 hours.

Annual Rate of Vacation	Maximum Accumulation
104 <u>112</u>	312 <u>336</u> ⁹
156 <u>168</u>	468 <u>504</u>
210 <u>224</u>	630 <u>672</u>
234 <u>252</u>	702 <u>756</u>
260 <u>280</u>	780 <u>840</u>
312 <u>336</u>	936 <u>1008</u>

⁹ Reflects maximum accumulation rates.

Article 29.02 - Sick Leave Accrual

Firefighters shall accrue sick leave at the rate of ~~four (4)~~ .0385 hours of sick leave for every regularly scheduled¹⁰ hours for each one hundred four (104) hours in active pay status, excluding overtime hours, not to exceed one hundred four (104) ~~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 - 52 <u>56</u> ¹¹ sick leave	100%
52 <u>56.1</u> plus sick leave*	70%

*Any sick leave utilized in excess of one hundred four (104) ~~twelve (112)~~¹² hours in any usage period shall be paid at one hundred percent (100%).

¹⁰ Maximum annual sick leave accrual rate to be 112 hours.

¹¹ Sick leave for first 56 hours is at 100 percent and sick leave hours of 56.1 to 112 hours is paid at 70 percent.

¹² Sick leave usage in excess of 112 hours to be paid at 100 percent.

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 O.R.C. 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 ~~two~~ three¹³ hours in each direction.

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

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

~~Each full-time firefighter shall be eligible for Holiday Leave in lieu of paid holidays. Effective July 1, 2015, in the pay period in which a state recognized holiday occurs, each full-time firefighter shall earn twenty-four (24) hours of holiday leave in lieu of receiving premium holiday pay or overtime pay.~~¹⁴ Holiday leave may be used at a mutually agreeable time within two years of the date upon which it is earned. ~~Newly accrued holiday leave is not available for use until it appears on the employee's earnings statement and on the date the funds are made available.~~ Holiday leave may not be cashed and has no cash value if unused.

¹⁴ Firefighters to no longer accrue holiday leave. Holiday leave balances to remain for the next two years to allow for holiday leave balances to be used down to zero.

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) guidelines¹⁵ 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 employee¹⁶ or reimburse the employee for the cost of the shoe at the Employer's option. The Employer will keep the uniform in good repair and will replace it with upon submission of the worn and/or damaged item¹⁷ when the uniform is ruined through normal wear and tear. If the uniform needs repair or replacement due to the negligence of an employee, the employee will bear the cost of the repair or replacement. ~~In those institutions where cleaning facilities are available, uniforms shall be cleaned~~

¹⁵ Firefighters to receive uniforms in accordance with guidelines of Department of Defense (DOD), United States Air Force (USAF), and Air National Guard (ANG).

¹⁶ Safety shoe to be provided.

¹⁷ When turned in worn or damaged, uniform items to be replaced.

by the Employer. However, they shall not be cleaned with the inmates', clients' or residents' clothes. In all other Agencies the Employer shall provide one hundred twenty-five dollars (\$125) per year for uniform cleaning and repair. The Employer shall also provide personal protective equipment to firefighters when first hired. Thereafter, uniforms and personal protective equipment will be replaced when the Employer deems it necessary. ~~Effective July 1, 2002 and annually thereafter with the pay period that includes July 1, the Employer shall provide a one hundred twenty-five dollars (\$125) per year allowance for uniform cleaning and repair to Firefighters.~~¹⁸

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 SERVICES¹

DEPARTMENT OF AGRICULTURE

Layoff and Bumping¹

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

Division of Meat Inspection²

Meat Inspector Trainees:

1. Meat Inspector Trainees are not eligible for the overtime roster.
2. Upon the successful completion of a Meat Inspector Trainee's probationary period, the employee will be immediately reclassified to a Meat Inspector and will be placed in step 2 of the Meat Inspector Pay Range and shall be eligible for the overtime roster.

Meat Inspector Pay Supplements:³

~~It is our mutual desire that the Settlement Agreement made on May 18, 2007 between the Department of Agriculture (ODA), the Ohio Civil Service Employees Association, Local 11, AFSCME (OCSEA), ODAS - Office of Classification and Compensation, and ODAS Office of Collective Bargaining be continued except as both parties have mutually agreed to modify.~~

~~Now therefore, all parties hereto, in consideration of their mutual covenants and agreements to be performed, as hereinafter set forth agree as follows:~~

- ~~1. The current Meat Inspector classification series (2123) that was amended as a result of the above Settlement Agreement to create a "Meat Inspector Trainee" classification will continue. The specification for this new classification previously included in the Settlement Agreement will remain and will be the entry level position in the Meat Inspector series. The Meat Inspector Trainee is in Pay Range 28. Employees in this new classification shall serve a one (1) year probationary period and are not eligible for the overtime roster. Upon the successful completion of a Meat Inspector Trainee's probationary period, the employee will be immediately reclassified to a Meat Inspector and will be placed in step 2 of the Meat Inspector Pay Range and shall be eligible for the overtime roster. The Meat Inspector Pay Range is not affected by this Agreement.~~

~~a. Meat Inspector Trainers are not to be held responsible for independent work performed by trainees.⁴~~

12. Meat Inspectors will earn a five percent (5%) supplement for hours worked in a pay period, when assigned the following duties within a pay period:

- a. Training: Meat Inspectors will be paid the five percent (5%) supplement when assigned to train newly hired Meat Inspector Trainees. ODA shall also pay the supplement to a Meat Inspector for training other Meat Inspectors on changes to procedures or legal requirements and refresher courses, as needed. Compensation will be on an hourly basis. Such use of the supplement is an appropriate topic of discussion for the committee created in Section 5 of this Agreement on a non-binding basis. Meat Inspector Trainers are not to be held responsible for independent work performed by trainees.⁵

- ~~b. Correction Facility: Meat Inspectors will receive the five percent (5%) supplement for each hour worked in a pay period while he or she is assigned to Pickaway Correctional Institution (PCI). It is understood by the parties that the Meat Inspector assigned to inspection functions at PCI will receive the supplement for each hour worked either at the regular straight time or overtime rate in each pay period while assigned to PCI. Within this Section, a holiday in which the inspector is not required to inspect the facility will be counted as an inspection day for the employee currently assigned this duty. An employee who is required to cover a PCI assignment on a temporary basis, such as when the assigned employee uses sick, vacation or personal leave, will receive the supplement for all hours worked. All inspectors assigned to PCI will be entitled to the five percent (5%) supplement except for the meat inspection trainee.⁶~~

- eb. Meat Inspectors who receive specialized training in such activities as the United States Department of Agriculture, Agriculture Marketing Service's Certification and Acceptance Service shall receive the five percent (5%) supplement for each hour devoted to the activity.⁷

- dc. Meat Inspectors are occasionally assigned by the supervisors to assist a new establishment in accomplishing the many detailed regulatory tasks to prepare for the inauguration of meat and poultry inspection. Inspectors who are assigned this duty shall receive a five percent (5%) supplement for each hour worked in doing this activity.⁸

¹⁸ Firefighters to no longer receive \$125 uniform cleaning allowance. Each fire station has laundry and cleaning supplies available for uniform cleaning.

¹ No change.

¹ Housekeeping. Adds header "Layoff and Bumping" to distinguish 1. and 2. from next topic.

² Housekeeping to represent additions.

³ Housekeeping to clean and streamline language.

⁴ Housekeeping to clean and streamline language.

⁵ Housekeeping. 2. became 1. due to language being struck per housekeeping. Same intent.

⁶ Housekeeping. Meat inspectors no longer go to correctional facilities.

⁷ Housekeeping. Language in b. was struck, making c. now b.

⁸ Housekeeping.

~~ed.~~ ODA shall determine that other duties are appropriate for this supplement. Such duties shall be discussed by the joint committee created in Section 5 of this Agreement.⁹

~~32.~~ The parties acknowledge that training new employees, assisting a new plant become operational, doing acceptance work for another government Agency, **and other duties deemed appropriate for this supplement are supervisory duties which may, from time to time, be assigned to a bargaining unit employee; however, this settlement in no way diminishes the supervisor's ability to perform these duties.**¹⁰

~~3.~~ **It is further understood that an employee who performs multiple duties that could earn the supplement will only earn five percent (5%) as a supplement. Employees shall not normally be assigned multiple duties eligible for the supplement; however, an employee cannot earn more than one five percent (5%) supplement at a time; regardless of the number of eligible duties performed.**¹¹

4. ODA reserves the right to determine **the employees who are assigned duties which qualify for the pay supplement which employee receives the supplement.**¹²

~~a.~~ ODA will consider such factors such as knowledge, skills and abilities of the employee as well as proximity to the work location when ~~selecting the employee to receive the~~ **assigning duties which qualify for the pay** supplement.¹³

~~b.~~ **Assignments shall be an appropriate topic of discussion by the Joint Meat Inspectors Committee referenced in** ~~Selections may be discussed jointly by the Section 5 committee, but cannot be taken to arbitration.~~¹⁴

5. ~~A The Joint Meat Inspectors Committee shall continue to meet to discuss and resolve issues regarding the implementation of this agency specific agreement, was created for the duration of the 2006-2009 Collective Bargaining Agreement period. It is the desire of both parties to continue this committee's activities. The committee will shall~~¹⁵ be made up of one (1) union representative from each district and comparable representatives from Management. Each party will choose its own representatives.

a. Unresolved issues regarding the implementation of this Meat Inspectors Agreement are only grievable pursuant to this Agreement.

b. Implementation issues that are resolved by the committee are final and binding.

c. Should the committee not agree to a resolution of an implementation issue or not act on the issue within sixty (60) days of receipt of the issue, the committee shall review the issue with an arbitrator. The arbitrator shall hear the case within thirty (30) days of notification from the committee, upon the availability of the arbitrator. The hearing shall include all committee representatives and Union and OCB representatives as necessary. The arbitrator is encouraged to take an active role in resolving and settling disputes. **If the issue cannot be resolved,** ~~the arbitrator shall render a binding decision in writing the same day or at the arbitrators choosing within three (3) working days of the hearing.~~ The arbitrator will be selected by the parties and all costs shared equally. This procedure is separate from the Article 25 procedure in the Collective Bargaining Agreement **(CBA).**¹⁶

d. Issues that are to be addressed by the committee may be forwarded by any bargaining unit or Management employee through either the bargaining unit or Management representatives.

e. The committee shall elect a chair and a secretary from its member representatives. Each position shall be occupied by a member of the opposite affiliation.

f. The committee shall meet quarterly or on an "as needed" basis.

g. **Meeting shall be conducted in accordance with** ~~Any language not covered under this agency specific agreement refer to Article 8.02 of the CBA.~~¹⁷

Ohio Department of Agriculture Meat Inspector Travel Agreement¹⁸

1. The "report-in" and "report out" locations for each meat Inspector shall be the assigned plant to which the Meat Inspector must report each day. If an inspector has multiple plants to cover as part of his/her Primary Duty Assignment (PDA), the report-in location will be the first plant they visit and the "report-out" location shall be the last plant the Meat Inspector shall visit in that assignment.

2. The starting and ending time for each eight (8) hour work schedule for each day shall be:

a. For those residing in their assigned headquarter county:

i. The unpaid travel time shall be no greater than one-half (1/2) hour to first report in location and not greater than one-half (1/2) hour returning from report-out location.

EXAMPLE: For a 7:00 a.m. arrival to report-in location. If the inspector lives fifteen (15) minutes from the report-in location, the inspector is on paid time at the 7:00 a.m. arrival.

EXAMPLE: For a 7.00 a.m. arrival to report-in location. If the inspector lives forty five (45) minutes from report-in location, paid time starts at 6:45 a.m.

b. For those residing outside of their assigned Headquarter county:

i. The unpaid travel time shall be adjusted to account for the time to travel from Inspector's residence to the headquarter county line; then one-half (1/2) hour unpaid time shall begin.

EXAMPLE: For a 7:00 a.m. arrival. The inspector lives fifteen (15) minutes outside assigned headquarter and one (1) hour from report-in location; their unpaid time is forty five (45) minutes. Paid time starts at 6:45 a.m.

EXAMPLE: For a 7:00 a.m. arrival. The inspector lives fifteen (15) minutes outside assigned headquarter and twenty five (25) minutes from report-in location; their unpaid time is twenty five (25) minutes. Paid time starts at 7:00 a.m.

c. Travel time, including determining the adjusted travel time for inspectors residing outside of assigned headquarter county, will be verified by internet travel map calculations (e.g. MapQuest). Such travel time calculations shall be based on non-stop travel. Time spent on stops between inspector's residence and report-in location shall not be deducted from unpaid travel time.

3. Meat Inspectors employed as of 12/31/2008 shall be reassigned to their residence counties.

⁹ Housekeeping.

¹⁰ Housekeeping and language to address duties that are supervisory but can be given to meat inspector; at which time 5 percent supplement is earned by meat inspector.

¹¹ Housekeeping and clarification on language intent.

¹² Housekeeping.

¹³ Housekeeping.

¹⁴ Housekeeping. Same intent.

¹⁵ Housekeeping. Same intent.

¹⁶ Housekeeping.

¹⁷ Housekeeping.

¹⁸ Housekeeping.

4. The Ohio Department of Agriculture agrees to reimburse Meat Inspectors who are required to use their privately owned vehicles (POV) for all miles traveled while performing assigned duties. If the inspector resides in his/her assigned district, mileage is calculated from their residence; if they reside outside of the district, mileage is figured once the inspector reaches their assigned district line.
5. Meat Inspectors shall carry out their assigned duties to provide for eight (8) hours of district inspection activities plus additional time for a lunch period.
6. Meat Inspectors shall arrange their daily plant inspection duties AND any official travel time to account for their eight (8) hour work schedule. If official travel time is part of the inspector's PDA, their eight (8) hour work schedule should be adjusted to account for that time.

Meat Inspector Temporary Alternate Work Locations

1. Due to operational needs during severe weather where public officials have declared a category snow emergency (e.g., Level 1, Level 2, Level 3) and/or have closed roadways, inspectors residing in, or assigned to, affected counties may be assigned to a temporary alternate work location.
2. Temporary alternate work locations may also be established in the event of unforeseen operational changes (e.g. report-in location closures, emergencies other than weather emergencies).
3. The temporary alternate work location shall provide the inspector with necessary amenities (e.g. restroom, electricity) to complete assigned tasks.
4. Temporary alternate work locations may include county ODOT, ODNR, or ODPS locations.
5. ODA shall pre-arrange such temporary work locations on behalf of inspectors to be assigned to them.
6. Inspectors shall not report to a temporary alternate work location, as described above, without receiving instruction from their supervisor to do so.

~~Division of Food Safety~~

- ~~1. The Food Safety Specialist 1 (21292) classification shall be an entry-level position to provide probationary employee training and completion of certification requirements as described on the classification specification through the State Board of Sanitarian Registration.~~
- ~~2. Employees who have successfully completed Food Safety standardization requirements, to include obtaining Registered Sanitarian (RS) certification and three (3) years of service as Food Safety Specialist 1 (21292), or equivalent experience, become eligible to progress to the Food Safety Specialist 2 (21293) classification.~~
- ~~3. If the employee is deemed to be eligible for progression in accordance with this agreement, he/she will not be subject to a probationary period.~~
- ~~4. Eligibility for progression as described in this agreement is contingent on the Food Safety Specialist 1 employee having no active discipline for performance at a "suspension" level or higher.¹⁹~~

¹⁹ Housekeeping. Struck from agency specific. Now part of classification specifications.

~~Amusement Ride Safety~~

- ~~1. Upon initial appointment to the Amusement Ride & Game Inspector (21582) position, probationary employees will be exposed to various amusement ride and gaming situations (e.g. novelty permitting, license verification, ride inspections, ride hazards, ride and gaming enforcement actions, accident investigations and response) as a trainee with guidance from an experienced inspector and/or supervisor.~~
- ~~2. Within the first year of hire, the probationary employee shall receive training and obtain CPR certification.~~
- ~~3. Probationary employees will have experienced a full annual cycle of opening and closing major amusement parks (e.g. Kings Island, Cedar Point) and state/county fairs.²⁰~~

²⁰ Housekeeping. Struck from agency specific. Now part of classification specifications.

OHIO CIVIL RIGHTS COMMISSION

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

¹ Housekeeping.

DEPARTMENT OF COMMERCE

I. 17.05 - Selection

Notwithstanding the provisions of Section 17.05, applications for vacancies in the Ohio Department of Commerce shall be divided as follows:

- a) All employees in the geographic district of the Agency (Appendix J) where the vacancy is located, who possess and are proficient in the minimum qualifications contained in the classification specification and position description.
- b) All other employees in the State.

II. Elevator Inspector Trainee (24140)

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

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

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

III. SFM Forensic Laboratory Positions and SFM Fire & Explosion Investigation Bureau Investigators¹

Applicants selected for promotion, demotion, or lateral transfer into positions working in the State Fire Marshal Forensic Laboratory must complete and successfully pass an electronic background check.

The selected applicant will not be approved for the position if as an adult, plead guilty to or convicted of a felony in Ohio, federally or in another state or territory or plead guilty to or convicted of a misdemeanor offense involving arson.

¹ Housekeeping. Clarifies sentence.

The selected applicant may not be approved for the position if as an adult, plead guilty to or convicted of felony and/or misdemeanor offences involving violence, drugs, dishonesty (including thefts and frauds), moral turpitude, or false statements in Ohio, federally, or in another state or territory.

An applicant failing the electronic background check will not be selected for these positions and will be prohibited from re-applying for these positions.

Positions requiring a background check will include notice on the job vacancy announcement.

IV. SFM Fire Safety Inspectors, and SFM Fire Safety Educators

Applicants selected for promotion, demotion, or lateral transfer into positions as Fire Safety Inspectors or Fire Safety Educators must complete and successfully pass an electronic background check. The selected applicant may not be approved for the position if as an adult, plead² guilty to or convicted of felony and/or misdemeanor offences involving violence, drugs, dishonesty (including thefts and frauds), moral turpitude, or false statements in Ohio, federally, or in another state or territory.

An applicant failing the electronic background check will not be selected for these positions and will be prohibited from re-applying for these positions.

Positions requiring a background check will include notice on the job vacancy announcement.

V. All Division of Financial Institutions Field Staff, Attorneys, and employees in the Office of Consumer Affairs

Applicants selected for promotion, demotion, or lateral transfer into these positions must complete and successfully pass an electronic criminal background check.

Positions requiring a background check will include notice on the job vacancy announcement.

VI. All Field Staff Assigned a State Vehicle

At the time a state motor vehicle is assigned to an employee, and on an annual basis thereafter, the employer may conduct a check to verify the validity of the employee's operator's license for work related purposes.

VII. Incentives

In accordance with Article 22.01 appropriate merit based incentives will be explored by the statewide Labor/Management Committee to encourage employee excellence. Such merit based incentive programs shall be mutually agreed upon between, and supported by, the Employer and the Union. The parties agree that merit based incentives may be economic and/or non-economic.

VIII. Canine Care

The employer will comply with all provisions of the Fair Labor Standards Act (FLSA) for any canine handling and care. Canine handling and care procedures may be addressed by the agency in a work rule or policy and distributed at least 30 days prior to implementation and/or revision.³

² Housekeeping. Corrects grammar by adding commas and proper spelling.

³ New language to cover employees in division of state fire marshal who are assigned a canine to be governed by the FLSA on dog handlers and addressed by agency work rules and/or policies.

OHIO DEPARTMENT OF DEVELOPMENTAL DISABILITIES

Alternative Work Area Assignments

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

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

Filling Work Area Openings

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

Bidding Under Appendix N while on Probation (Current MOU)

1. This shall only apply to employees in classifications covered under Appendix N.
2. An employee's probationary period shall remain in the same as that outlined in Article 6.
3. After serving 120 days of probation, an employee may bid on an Appendix N Work Area Posting.¹ This includes a change of appointment type (i.e., full time to part time or part time to full time).
4. Institutional seniority shall be used to award the bid.
5. The Employer reserves all rights to deny a bid, pull and move, and change assignments under the collective bargaining agreement.
6. The ability of an employee to bid may be delayed by a period equal to an employee's leave of absence for a period of 20 days or more, other than approved vacation leave.

¹ Permits probationary employees to bid on work area openings after 120 days.

Calling Extra Hours/Overtime

Employees who wish to be called for overtime or extra hours shall have a working telephone and provide their phone number to their supervisor.²

Statewide Labor Management Subcommittee

The role of the subcommittee is to discuss an ongoing training commitment in accordance with regulatory standards to provide staff with skills to address highly aggressive behaviors. The makeup of the committee shall consist of no more than three (3) members of labor and three (3) members of management. The parties agree to meet upon mutual agreement as needed with submission of specific agenda items to be addressed. Minutes shall be taken and distributed to members of the State Labor Management Committee.

² Employees must have working phone to get overtime. Adds hours to overtime calling.

Extra Hours and Overtime (Current MOU)³

1. The order of canvassing for extra hours and voluntary/mandatory overtime shall be:

³ Housekeeping

- a. First, voluntary extra hours are offered to staff who are not scheduled up to 40 hours in a week and/or who have not accepted (picked up) extra hours up to 40 hours in a week;
 - i. Pre-posted extra hours become part of an employee's schedule
 - b. Second, voluntary overtime is offered to staff;
 - c. Next, staff are mandated in reverse seniority order whether with or without 40 hours in the week. If the time worked is over 40 hours, it shall be paid at time and one half. If the time worked is under 40 hours, it shall be paid at straight time.
2. Mandation (~~Current MOU~~)-- Mandation shall run through the bottom half of the roster but may go into the top half of roster if enough staff is not available.

DEPARTMENT OF EDUCATION - OHIO SCHOOL FOR THE DEAF AND OHIO STATE SCHOOL FOR THE BLIND

Youth Leader Work Schedule - Ohio State School for the Blind and the Ohio School for the Deaf

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

1. A work schedule shall be determined by August 1 of each year identifying whether scheduled overtime is required due to operational need. The superintendent of each school has the right to increase or decrease these hours based on operational needs and/or funding. Such schedules for the Ohio State School for the Blind and the Ohio School for the Deaf shall be in accordance with Section 13.02 of the Collective Bargaining Agreement and in accordance with 13.01 as it pertains to the standard forty (40) hour work week. If work hours are changed due to operational needs or funding, it will not be done without proper notification to the Union.
2. Management agrees to follow the current contract when utilizing overtime opportunities. Part-time Youth Leaders shall be assigned regularly scheduled hours. The part-time Youth Leaders shall be ineligible to work additional hours above their schedule unless full-time youth leaders have been given the opportunity to work the additional hours.
3. If overtime is required by the Employer, it shall be offered according to the overtime roster. The Employer may pull and move the least senior youth leader of the appropriate gender who normally performs the work in order to assign the overtime in accordance with Article 13.07.
4. Due to shifts and changes in operational need, scope, and/or mission of the school, the Employer maintains the right to reassign an employee and his/her position to another shift and/or hours within the same school. Management will make every effort to move the employee back to the original shift if the move is temporary in nature.
5. Shift/hour reassignments requires the approval of the Superintendent and/or his/her designee and Human Resources prior to employee movement.
6. **Management agrees to utilize minimally qualified Children's Teacher Aides and Activity Therapists as a secondary overtime roster prior to mandating overtime. If not enough Youth Leaders volunteer to work overtime, 2nd and/or 3rd shift Youth Leader coverage will be offered to minimally qualified full time Children's Teacher Aides and Activity Therapists, followed by minimally qualified part time Children's Teacher Aides then minimally qualified intermittent Children's Teacher Aides as applicable. If there is still a shortage of minimally qualified employees to cover the Youth Leader 2nd and/or 3rd shift need, then overtime shall become mandatory and shall follow the procedures set forth in Article 13 of the contract.**¹

~~6.7.~~²When a vacancy occurs, the hours and the shift of the position shall be posted.

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

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

Prorated Salary Continuation Program

~~The Prorated Salary Continuation Program (i.e. Spread Pay) shall cease effective August 8, 2015.~~³

Active Pay Status Options for School Year Employees⁴

1. An employee who works in accordance with the school year calendar may elect to maintain active pay status during pay periods between school calendar years for purpose of maintaining contractual benefits. The monthly amount of leave used shall be no less than six hundred dollars (\$600) in each month an employee is not scheduled to work. The employee may not take leave in excess of the amount of the employee's regular weekly earnings. During the summer months, an employee will accrue leaves only when the employee is in active pay status.
2. Summer Programming
 - A. The Summer Programming is available to all employees who work according to the school year calendar. In the event minimum staffing levels are not achieved through employees opting into the summer programming, staff will be scheduled by seniority. The scheduling shall be in order of least senior.
 - B. The Schools are committed to serving the needs of children throughout Ohio during the summer months. As such a minimum of four weeks during the summer months will be offered as summer programming. The specific number of weeks and hours per week worked by employees participating in summer programming will be based on educational needs and/or funding available. In recognition that a school calendar is unique to State government, management is committed to scheduling summer programming to provide the ability for employees to maintain benefits consistent with employees who work full time. Summer programming including the duration will be a topic for discussion at Labor/ Management meetings over the life of the contract. Specific details on the upcoming

¹ Reflects LOA already in practice. Both parties agree to add language.

² Housekeeping. Makes room for additional language.

³ Housekeeping. Language no longer applicable as prorated salary continuation no longer exists.

⁴ Housekeeping. Gives proper section heading to reflect removal of prorated salary continuation.

summer's programming will be a topic for discussion at the Labor/Management meeting in April. The Employer will communicate to the employees prior to school closing the opening and closing dates for participation in the summer programming.

During the summer months, the Employer may assign duties outside of the employee's regular position description or classification specifications. The performance of work by summer programming participants, which is normally performed by other classifications, shall not constitute a violation of Article 19 or Article 13.07 of the Agreement and shall not be grievable.

~~C. 26.01 - Observance Veteran's Day⁵~~

The Ohio School for the Deaf and Ohio State School for the Blind shall observe Veterans Day on either a Friday or Monday when the actual day of the holiday falls on a Tuesday, Wednesday, or Thursday. Veterans Day shall be observed as set forth in the school calendar.

⁵ Housekeeping. Change of section heading.

Holiday

~~Any leaves used as time off or as a supplement shall be paid during the pay period used, at full value based on the employee's regular rate of pay, times the hours used.~~⁶ Holidays shall be paid in the pay period they occur and in accordance with the Collective Bargaining Agreement. Employees who are in an active pay status their last scheduled work day prior to the holiday shall qualify for holiday pay.

⁶ Housekeeping. Prior language applied to prorated salary continuation, which no longer exists.

ENVIRONMENTAL PROTECTION AGENCY¹

¹ No change.

DEPARTMENT OF HEALTH¹

¹ No change.

DEPARTMENT OF JOB AND FAMILY SERVICES

Additional Work Supplement Program

In specific instances where a temporary working level is not applicable, employees of the Ohio Department of Job and Family Services, who are on temporary assignment performing duties significantly above their current classification, solely as determined by Management, shall be eligible for a pay supplement which increases their rate of pay a minimum of approximately four percent (4%) above their current step rate of compensation, to a maximum of approximately eight percent (8%) based upon qualifications and the job performed, determined at Management's sole discretion. Employee qualifications may be subject to verification. Determination of pay and qualifications shall be made prior to any temporary assignment under this program. Such payments shall start at the beginning of the project. Such supplement shall be applied only in instances where the temporary assignment exceeds ten (10) working days. Selection (or non-selection) and the payment of this supplement shall be solely at the discretion of Management and shall not be grievable. Involuntary selection shall be grievable only through ~~Step Four, Mediation~~ **Alternative Dispute Resolution (ADR)**.¹ Work assigned pursuant to this program shall not be subject to a Working-Out-of-Class (Article 19) grievance. However to ensure employees are adequately compensated and working within the appropriate classification the Union and Management shall have a discussion no less than every 120 days of a consecutive additional work supplement appointment. Issues not resolved through these discussions may be grieved only through Article 25, ~~Step~~² ADR.

¹ Housekeeping to be in line with current procedure.

² Housekeeping to be in line with current procedure.

Established Term Appointments

No new ETAs will be hired on or after January 1, 2015. The following language will apply to any ETAs hired prior to January 1, 2015.

A. Intent:

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

B. Employment Standards:

ETA appointments shall be subject to the following:

1. ETA vacancies shall be posted. Bargaining unit members in permanent positions shall have rights to the positions in accordance with Article 17. If awarded the position, the successful candidate shall be subject to all of the terms governing ETA employees.
2. All newly hired ETAs shall serve a 1,000 hour probationary period.

C. Appropriate Use:

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

1. To fill in for employees on any form of leave to include, but is not limited to:
 - A.) Sick leave
 - B.) Personal leave
 - C.) Vacation
 - D.) Compensatory time
 - E.) Bereavement
 - F.) Disability
 - G.) Workers' Compensation
 - H.) Approved Union leave
 - I.) Administrative leave
 - J.) Leave under the Family Medical Leave Act
 - K.) Education leave, i.e., OCSEA UET
2. Staffing around the holidays.
3. To staff for mandated or other training.
4. Operational need that is not contrary to the intent of this Agreement.

D. Operational Limitations:

1. An ETA shall work no more than 1,500 hours in a State fiscal year unless mutually agreed to by the ETA joint Labor/Management Committee.
2. An ETA hired before February 28, 2006 shall work no less than 400 hours in a State fiscal year unless mutually agreed to by the ETA Committee.
3. An ETA hired after February 28, 2006 shall have no minimum hour requirement.
4. The Employer shall offer ETA hours of work prior to offering those hours to Intermittents. When hours of work are scheduled with less than twenty-four (24) hours notice the first available employee shall be offered the hours. An ETA must fill out a contact sheet, agreed to by the parties.
5. ETAs who report to work as scheduled shall be guaranteed a minimum of two (2) hours of work.
6. Those in established term appointments shall normally be scheduled to work forty (40) hours per week during the defined peak period(s).
7. The Employer will make a good faith effort to equitably distribute hours worked among available ETAs.

E. Bargaining Unit Benefits:

1. ETAs will be OCSEA bargaining unit members and pay Union dues or fair share fees in accordance with OCSEA policy.
2. ETAs shall accrue seniority credits. They shall be pro-rated in the same manner as part-time bargaining unit employees as defined by the Collective Bargaining Agreement.
3. ETA employees shall be offered health insurance pursuant to the provisions of Article 20 and 21 of the Collective Bargaining Agreement.
4. ETA employees shall accrue sick leave, vacation and personal leave.
5. Holiday pay if scheduled to work forty (40) hours per week, including the scheduled day before and the scheduled day following the holiday.
6. ETA employees shall receive bereavement leave with pay for the hours that they are scheduled to work.
7. ETAs shall be eligible for other rights and benefits not modified by specific ETA language or limited by part-time employee status.
8. If an interim customer service representative position in the office of local office of local operations becomes available, an ETA shall normally be given preference for selection to the interim position prior to it being offered to a non-bargaining unit member within the headquarters location.

F. Problem Solving:

1. The Union and Management are committed to making this program work to their mutual benefit. The ETA is seen as an opportunity for employees to enter the workforce, prove their abilities and become fulltime permanent ODJFS employees. It is also seen as a method to increase use of bargaining unit positions and thereby reducing the use of intermittent and other non-bargaining unit appointment types.
2. The parties will work to solve problems that arise from the use of ETAs without resorting to the formal grievance procedure.
3. Grievances that are filed that deal with master contract issues other than discipline shall be filed using the normal grievance procedure described in Article 25 of the Collective Bargaining Agreement. Grievances that are filed regarding the ETA appointment type or to enforce this Article shall be filed directly at Step Two of the procedure. The grievance shall be heard by a Management representative serving on the joint ETA Labor/Management Committee. Prior to issuing a Step Two response, the Step Two designee who heard the grievance at Step Two shall bring copies of the grievance and related documents to the next meeting of the joint ETA Labor/Management Committee. The members of the committee shall provide input and direction to the Step Two designee on how best to resolve the issue. Unresolved issue grievances may be advanced to Step ADR, for a written bench opinion. The parties shall refer the mediation advisory opinion to the joint ETA Labor/Management Committee for review, discussion, and resolution. The advisory opinion shall serve as a guideline for resolution. The Step Two designee shall issue a Step Two response within thirty-five (35) days of the committee's decision not to move the case to Step ADR. For those cases that go to mediation, a Step Two decision shall be issued within thirty-five (35) days of the committee's review of that decision. Discipline grievances concerning suspensions of five (5) days or more or removals may be advanced to ADR.

G. Use of ETA:

1. ODJFS agrees not to use the ETA employees to avoid filling full-time and part-time permanent bargaining unit positions, ETA employees will not be used in arbitrary and capricious manner.
2. The ratio of full-time OCSEA bargaining unit employees to ETAs shall be no more than one (1) ETA to four and one-half (4 1/2) full-time OCSEA bargaining unit employees providing that no office, bureau, or section in ODJFS exceeds a 1:4.5 ratio. The joint ETA Labor/Management Committee may mutually agree to modify the ratio.

H. Layoffs:

In the event of a job abolishment or in order to avoid a job abolishment, Established Term Appointment type (ETA) positions in the same classification within the same office where the abolishments occur shall be separated prior to abolishing any full or part-time permanent positions in the same classification. ETA positions shall be separated prior to any full or part-time permanent employee in the same classification being laid off. In the case of a job abolishment and/or layoff a cost neutral separation (the number of ETA positions needed to be separated to avoid abolishment of a position or layoff of a permanent full or part-time employee) of ETAs will be established. ETA employees will not have any rights under Article 18.

I. Miscellaneous:

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

J. Committee:

A joint Labor and Management Committee consisting of no more than five (5) members on each side shall meet every two (2) months to discuss problems, needs, and successes. Additional meetings may be held by mutual agreement. The Employer shall provide statistical data on current intermittent, temporary and established term appointments usage to the Union. Such data shall be provided to the Union monthly and no less than one (1) calendar week in advance of each scheduled meeting. The Union will be advised if the delivery of such information will be delayed.

Franklin County ODJFS Security Officers Post Selection

Once every twelve (12) months the Agency will conduct a post selection for Security Officer 1s and 2s for the Franklin County Security Officers. A post is defined as a location, shift, hours and days of work. The selection process shall take place no later than ninety (90) days from the ratification of the contract.

For the purposes of this post selection ODJFS Agency seniority will be used. ODJFS Agency seniority is defined as the total amount of bargaining unit time the employee has with ODJFS. Employees who are employed at ODJFS on March 1, 2009 will have all of their State bargaining unit seniority designated as ODJFS Agency seniority for the purpose of post selection.

Management will issue to the Union and each affected employee a packet containing identified posts, employee's ODJFS Agency seniority, and the post selection date. Employees will have seven (7) calendar days from the date of the notification, to present a challenge of their ODJFS Agency seniority. ODJFS Labor Relations will determine the validity of all challenges within seven (7) calendar days. Each employee shall submit a completed selection form which prioritizes their selections of all identified posts. Any employee who fails to submit a selection form shall have their selection made by the Union.

ODJFS Agency seniority will be used solely for the purpose of post selection and does not have any other application under this contract.

Management may, due to operational need or mitigating circumstances, reassign a Security Officer to a different post. If extenuating circumstances arise that requires the need for a permanent post change, the Union will be notified.

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

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

In an effort to retain experienced staff and foster positive morale, Article 17 of the Collective Bargaining Agreement shall be modified with the following language:

1. Open Position (Canvass):

- A. All open CSR positions Management intends to fill shall be posted for three (3) working days.
- B. ODJFS will make every effort to send such postings to all staff in the office of Unemployment Insurance Operations (UIO) using the Agency's statewide email system.
- C. All bargaining unit employees in the office of Unemployment Insurance Operations shall have an opportunity to apply for the position as long as they have completed their probationary period.

2. Selection:

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

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

3. Unfilled Positions:

- A. After the three (3) day canvas, if the position remains unfilled, the position will be posted pursuant to Article 17. No CSR will be considered for the posted position unless the CSR was not available or eligible during the first canvas.

Teleworking

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

1. ODJFS shall notify the Union no less than forty-five (45) days prior to the anticipated launch of such an initiative.
2. Following such notice, the parties will immediately take steps to establish a joint Labor and Management team consisting of equal number of representatives for the express purpose of meeting to discuss project oversight, review, and to afford the Union an opportunity for input.
3. The team shall meet as needed by mutual agreement. Issues of technology, reimbursement, or other changes impacting the telecommuting initiative shall be brought to the joint Labor & Management team for discussion and review. The Union will have an opportunity to provide input prior to the implementation of changes related to the initiative.

4. The parties recognize that issues related to such initiatives that modify terms and/or conditions of employment must be bargained mid-term.
5. If there are changes to reimbursement levels, the Employer must advise of any changes with no less than sixty (60) days notice.
6. Participation in such initiatives is not an employee right. An employee's participation in such teleworking initiatives is voluntary.
7. The teleworking arrangement under which an employee will perform work shall be clearly set forth in a written agreement developed by the joint teleworking Labor and Management team. The agreement must be signed by both the employee and their immediate supervisor. The agreement must specify:
 - A. The alternative work site (i.e., work-at-home, telework center, or other);
 - B. Specific hours and days per week to be worked at the alternative work place;
 - C. Pertinent office equipment to be provided and by whom;
 - D. Method of communication to be used between the official duty station and alternative work place; and
 - E. Duties to be performed and methods of evaluation to be employed.
8. The employee may opt to terminate teleworking for any reason within fourteen (14) days advance written notice to their immediate supervisor.
9. Management may opt to terminate an employee's participation in a teleworking initiative for good business reason by providing written notice to the employee.
10. The Employer retains the right to reduce, expand, or eliminate the respective teleworking initiative(s) with no less than forty-five (45) days advance notice to the Union. After receiving such notice, the respective joint Labor and Management teleworking team shall meet as soon as practicable in order to allow the Union the opportunity for input.
11. A teleworking arrangement does not alter the terms and conditions of appointment, including an employee's headquarters county, report-in location, salary, benefits, individual rights, or obligations. All pay, leave, and travel entitlement shall be based on provisions of the Collective Bargaining Agreement and Agency policy.
12. There shall be no reduction in reimbursement of associated costs described in the Memorandums of Understanding (MOUs) between the parties regarding the following teleworking initiatives without the Employer first giving sixty (60) days notice:
 - A. The June, 2004 MOU between OCSEA and ODJFS Bureau of State Hearings.

Guidelines For Committees/Cost Of Meetings

OCSEA and Management shall mutually agree to meet as needed for meetings of the Joint Budget Committee and Contracting Out Committee and any other committees established outside of the Statewide Labor/Management Committee. Article 3.03 will apply regarding release time.

Whenever possible, OCSEA and Management shall mutually agree, in order to reduce the cost of doing business, to utilize available technology options (e.g., teleconferencing, videoconferencing) to conduct meetings and normal business covered under the contract. The parties will remain open to meeting in person where it is agreed that this option would be most beneficial.

Both parties agree to broaden individual representation on committees and at meetings to increase the opportunity of participation for other subject matter experts.

Geographic Jurisdictions

In the event it becomes necessary to redefine districts, the appropriate forum for this discussion shall be the ODJFS Statewide Labor/Management Committee.

Competency Based Talent Management Systems

ODJFS and OCSEA have a mutual commitment to a high performance workplace supported by a competency based talent management system. The appropriate forum for this discussion shall be the ODJFS Labor/Management Committee.

LOTTERY COMMISSION

- A. Lottery Sales Representative 1 and Lottery Sales Representative 2 shall be subject to random drug testing and will be covered under Appendix M of the Collective Bargaining Agreement effective July 1, 2002.
- B. Beginning January 11, 2001, all terms of the OCSEA Collective Bargaining Agreement will apply to these employees with the following exceptions:
 1. Lottery Sales Representatives shall be compensated at their base rate of pay for all time after reaching their first assignment, excluding meal periods, until arriving at their residence; however, it does not apply when the first and/or last assignment of the day is their regional office.
 2. Lottery Sales Representatives shall receive compensatory time or overtime at the employee's discretion, for travel time to and/or from any event which caused the employee to be in active pay status more than forty (40) hours in the calendar week in which event occurred and which fell outside of the Lottery Sales Representatives assigned sales region.
 3. Travel time shall be determined based on the travel time from each regional office outside the region where the event is occurring to the location where the event is being held minus 30 minutes.
 4. In the Lottery Commission, when overtime relates to an event involving a Licensed Sales Agent, the overtime shall be offered first to the agent's regular Sales Representative, except when that Sales Representative is not available. If the regular Sales Representative is not available, overtime shall be offered based on seniority among those Sales Representatives who normally perform that work. Geographical assignment shall be a consideration in determining the distribution of overtime.
- C. For Sales Representative 2 vacancies that the Employer intends to fill by promotion, the applications will be divided as follows:

1. All employees in the regional office who possess and are proficient in the minimum qualifications contained in the classification specification and the position description.
2. All other employees of the Agency.
3. All other employees of the State.

Employees bidding under Section 2 and 3 shall have no right to grieve non-selection, otherwise, the provisions of Article 17.05 on selection will apply.

D. When a vacancy is posted for Sales Representative 1 or 2, the Employer may accept a request for a lateral transfer before a promotion from any employee in the same classification from any Lottery facility statewide.

1. When a vacancy is posted for an Investigator at a racino, the Employer may accept a request for a lateral transfer before a promotion¹ from an Investigator at any other racino statewide ~~before a promotion~~.²

2. When a vacancy is posted for a Keno-specific Investigator at a Lottery facility, the Employer may accept a request for a lateral transfer before a promotion from a Keno-specific Investigator at any Lottery facility statewide.³

E. In the event of a Public Safety Emergency or Inclement Weather, employees holding the classification of Lottery Sales Representative 1 or 2 or Lottery Delivery Worker, with the approval of their supervisor, may make up all or part of their lost work or business travel time by working such time in addition to their regular schedule within the same pay week as the time was missed.

F. Article 17.04 – Applications⁴

1. This language is an exception to the language found in the third paragraph of Article 17.04 in the main body of the Collective Bargaining Agreement.⁵

2. This exception applies to only two (2) Ohio Lottery Commission-specific job titles and classifications as follows:⁶

i. Racino VLT Investigator

ii. Lottery Game Security Specialist

3. Probationary employees in the Racino VLT Investigator job title and classification only may bid on an open Racino VLT Investigator position after serving one hundred eighty (180) days of their 365-day probationary period, and the Ohio Lottery Commission may award that open position to the applicant who fulfills this probationary requirement along with remaining qualifications.⁷

4. Probationary employees in the Lottery Game Security Specialist classification only may bid on an open Lottery Game Security Specialist position after serving one hundred twenty (120) days of their probationary period, and the Ohio Lottery Commission may award that open position to the applicant who fulfills this probationary requirement along with the remaining qualifications.⁸

¹ Housekeeping.

² Housekeeping.

³ Allows Keno-specific Investigator lateral transfers before promotions.

⁴ Lottery Article 17.04 exception.

⁵ Exception language found in third paragraph of Article 17.04.

⁶ Identifies only two classifications for exception.

⁷ Probationary Racino VLT Investigators can bid on open Racino VLT Investigator positions after 180 days of 365-day probation.

⁸ Lottery Game Security Specialist can bid on open Lottery Game Security Specialist positions after 120 days of 365-day probation.

DEPARTMENT OF MENTAL HEALTH AND ADDICTION SERVICES¹

¹ No change.

DEPARTMENT OF NATURAL RESOURCES

~~A. Established Term Regular Hours Employees~~

~~These employees have a limited duration of work (usually more than fourteen (14) weeks) within the fiscal year dependent upon the needs of the department. These employees work a standard forty (40) hour week. They usually have starting and ending dates based on the previous seasons work, with flexibility to extend or reduce the time up to four (4) weeks, if weather or other conditions dictate.~~

~~B. Established Term Irregular Hours Employees~~

~~These employees are employed in conditions similar to Established Term Regular Hours Employees, except they usually do not work a standard forty (40) hour work week and instead are provided an identified number of hours each fiscal year in excess of 720 hours in Parks and Recreation and 1,000 hours in all other Divisions/Offices of the Department.~~

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

- ~~1. Established Term Regular and Established Term Irregular Hours employees are included in the bargaining unit.~~
- ~~2. Established Term employees shall be notified at least thirty (30) days in advance of their appointments/interruptions by letter which states an identified length of employment.~~
- ~~3. Established Term employees shall be appointed from a recall list by classification and work facility that list employees according to total length of employment with the State. Employees with the greatest amount of employment time shall be recalled first, pursuant to the Appendices I and J in the contract between OCSEA and the State of Ohio.~~
- ~~4. Established Term employees shall be entitled to all rights and benefits of the contract except as specified in this document.~~
- ~~5. Established Term Irregular Hours employees will have leave accrual prorated in the same manner as part-time permanent employees.~~
- ~~6. All Established Term employees will be offered health insurance, but the Employer contribution will cease with the employees interruption/termination date.~~
- ~~7. If the Department, because of lack of money, finds it necessary to shorten the length of employment of Established Term employees, it shall do so by seniority by district pursuant to the contract including Appendices I and J and in the spirit of the Ohio Revised Code 124.321-327 and Administrative Rule 123:1-41-01 through 22. That is to say Established Term employees shall be laid off prior to permanent employees. End of an identified employment period (as noted in the appointment/interruption) is not a layoff.~~

C. Other Seasonal Non-Bargaining Unit Employees

Limited duration non-bargaining unit employees working in the Division of Parks and Recreation cannot exceed 720 hours worked in a fiscal year. All other limited duration non-bargaining unit employees of ODNR cannot exceed 1,000 hours worked in a fiscal year.

ODNR Natural Resource Workers (NRW)

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

1. The NRW position will include an assignment that is of a duration of at least 720 hours per fiscal year in the Division of Parks and Recreation and of at least 1,000 hours in other divisions per fiscal year. Such positions can be created by converting Natural Resource Aide (NRA) and Natural Resource Specialist (NRS) assignments which have the potential to exceed the 720/1,000 hour duration in a fiscal year. The position is seasonal in nature and does not function year round. The hours of each position can vary from year to year depending upon weather and/or operational needs. NRW interruptions must last a minimum of two (2) consecutive pay periods. The topic of NRW's cascading within a work area to avoid filling FT positions will be an appropriate topic of Labor/Management.
2. The pay range for the NRW will be the pay range shown in Table A and shall increase at the same rate and times pursuant to the Collective Bargaining Agreement.

Effective for the duration of this Agreement:

The following pay table is effective the pay period including July 1, 2015:

Pay Range	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly	9.24	9.56	9.89	10.24	10.64
Annual	19,219	19,885	20,571	21,299	22,131

The following pay table is effective the pay period including July 1, 2016:

Pay Range	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly	9.47	9.80	10.14	10.50	10.91
Annual	19,698	20,384	21,091	21,840	22,693

The following pay table is effective the pay period including July 1, 2017:

Pay Range	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly	9.71	10.05	10.39	10.76	11.18
Annual	20,197	20,904	21,611	22,381	23,254

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

3. The NRW is an established term (fixed term) position and shall be entitled to all the rights and benefits of the contract, (examples include seniority credits, accruals and use of leaves, health and safety provisions and grievance rights) except as specified in the Section.
4. A Natural Resource Aide (NRA) or Natural Resource Specialist (NRS) that is converted/selected for a NRW position is considered a "new hire". Pursuant to the probationary language in Article 6 of the OCSEA contract, any employee appointed to the NRW classification shall serve a one hundred twenty (120) day probationary period.
5. Management shall assign NRW's to a specific work area based upon the needs of the Division. Examples of "work area" include, but are not limited to, the following: maintenance, clerical, custodial, campground, retail, waste/water treatment plant, fish hatcheries, wildlife areas, fish work units and the call center. In the Division of Parks and Recreation, Management may determine the work area specific to a Park or the park district.
6. If a NRW is affected through a job abolishment/layoff, the affected NRW shall displace the least senior NRW pursuant to Article 18.04 as long as the affected employee possesses the requisite skills/abilities to perform the NRW duties required of the other work area (employees electing to exercise their displacement rights within the park district shall be limited to only those parks located within the appropriate geographic jurisdiction - see Appendix J). If the affected NRW does not possess the requisite skills/abilities of the least senior NRW, discussions regarding alternative placement options in accordance with Article 18.14 shall occur. If the affected NRW cannot displace in the aforementioned manner, the employee shall follow the same process in the geographic jurisdiction pursuant to Article 18.05.
7. When recalling a NRW from seasonal interruption, the respective Division shall recall the NRW to the assigned work area based upon seniority.

B. No existing bargaining unit position will be reduced or replaced by the creation or placement of an NRW position or limited duration, non-bargaining unit positions. This does not preclude ODNR from adjusting hours for other operational reasons. Where work is performed by NRA/NRS and NRW positions in a work area and ODNR wishes to reduce persons performing such work then the NRA/NRS will be interrupted/terminated first, based on operational considerations ODNR will make a reasonable effort to interrupt/terminate NRA/NRS in a work area before NRW's and utilize NRW's to perform needed work provided they are qualified and/or experienced as available for the duty assignment.

C. When a division/office intends to convert an existing NRA/NRS assignment to an NRW, the following process shall apply:

1. When the ODNR Labor Relations section receives a division/office request to convert NRA/NRS assignment the request will be forwarded to the ODNR Assembly President ten (10) working days prior to the conversion date. This request shall include the name of the person(s) proposed, PN(s); employee history on computer (EHOC); the expected work area and assignment; projected number of hours; position description (PD); and Table of Organization (TO);
2. The OCSEA/ODNR Assembly President shall have ten (10) business days from the date of the receipt to concur or reject. All proposed conversions shall be submitted to the Union for concurrence. A diligent effort will be made to resolve any outstanding problems with the ODNR Labor Relations section before any disputed positions are offered or filed;
3. In the event that a vacant NRW position currently exists on the TO and the Union does not concur with a request to convert or no conversion is readily available to fill the job needs required, the division/office will have the option to post the position pursuant to the Labor Agreement. If the NRW position is posted, it shall be considered entry level and filled accordingly, except that NRA/NRS from the division/office requesting the posting, may be given first consideration to the posted NRW position. Such designation for consideration must be clearly delineated in the posting;
4. When an NRA/NRS exceeds the 720/1,000 hour threshold for a fiscal year, the division/office through the ODNR Labor Relations section shall notify the Union and request conversion of the position that has exceeded the hour threshold. If the Union notifies the Department of position(s) that have verifiably exceeded the threshold, the Department will take the necessary steps to convert the position(s) in an expeditious manner;

D. Current Filling NRW Vacancies:

1. When a Division/Office posts an NRW vacancy a copy of the posting will be forwarded to the ODNR Assembly President and OCSEA Central Office;
2. The posted NRW position shall be considered entry level and filled accordingly, except that NRA/NRS from the Division/Office requesting the posting, may be given first consideration to the posted NRW position;

E. Creating New NRW Positions:

1. When a Division/Office requests to post a new NRW position the request to post will be forwarded to the ODNR Assembly President and OCSEA Central Office. This request to post shall include PN; PD; and TO;
2. The posted NRW position shall be considered entry level and filled accordingly, except that NRA/NRS from the Division/Office requesting the posting, may be given first consideration to the posted NRW position;
3. In the event the Union objects to the creation of the NRW position, the ODNR Assembly President shall notify ODNR Labor Relations of such objection and discussion regarding the creation of this position will be immediately referred to the NRW Committee;

F. ODNR agrees to limit the number of hours that can be assigned to NRA and NRS employees to 339,000 hours for the Division of Parks and Recreation in a fiscal year. In the event this Section is not complied with, the Union's remedy through the grievance procedure may include the allocation of excess hours to affected bargaining unit members;

G. ODNR agrees to limit the hours that can be assigned to NRA and NRS, up to 111,000 hours for the remainder of ODNR the excluding Division of Parks and Recreation in a fiscal year. In the event this Section is not complied with, the Union's remedy through the grievance procedure may include the allocation of excess hours to affected bargaining unit members;

H. ODNR agrees to provide OCSEA employee rosters that will assist the parties in the continued monitoring of this agreement. On a monthly basis, ODNR will provide reports on NRA/NRS and NRW positions. On a quarterly basis ODNR will provide reports on limited duration part-time and other less than full-time positions. The reports will show the name, cumulative hours and work location of each position;

I. The parties shall meet on a quarterly basis or more frequently as needed to resolve outstanding issues regarding administration of the NRW agreement;

J. Where ODNR chooses to fill by Temporary Working Level assignment, priority is given to NRW's over NRA/NRS where these employees are qualified and are available for the duty assignment at that work facility;¹

¹ Established Term Irregular and Established Term Regular appointment types to no longer be used by ODNR. New language governs use of NRW and NRS classifications.

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 will be updated to reflect bargaining unit increases as per Article 36.

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

<u>Pay Range</u>	<u>Step 1</u>
<u>Hourly Rate</u>	<u>\$9.71</u>

<u>Annual</u>	<u>\$20,197</u>
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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.²

² Details new parameters around ODNR usage of NRW and NRS. NRW to only be used in Intermittent appointment type and to be paid at the agreed upon rate, subject to bargaining unit wage increases. NRS to be limited to certain age ranges and duties with statewide usage cap of 50,000 hours per year. Additionally, union to be provided a report of hours of various appointment types for watchdog purposes.

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 Management³ 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.⁴

Residency requirement is an appropriate subject for Labor/Management.

ODNR - Parks and Recreation Districts Agreement

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

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

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

~~"All employees in the office, county or park district where the vacancy is located, who possess and are proficient in the minimum qualifications contained in the classification specification and the position description."~~

~~The remainder of Article 17.04 remains unchanged.~~

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

~~"The affected employee may bump the least senior employee in an equal or lower position in the same, similar or related class series with the same office, county or park district (see Appendix I). Employees electing to exercise their displacement rights within the park district shall be limited to only those parks located within the appropriate geographic jurisdiction (see Appendix J). Displacement shall occur in the following manner:"~~

~~The remainder of Article 18.04 remains unchanged.~~⁵

Labor/Management Committee

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

Both parties agree to combine the Labor/Management Committee with the Health and Safety Committee for both Statewide and Fountain Square meetings. These joint Committees shall meet quarterly.

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.⁶

Both parties shall agree to a monthly meeting and location schedule for purposes of grievance step meetings.⁷ 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 1st of a current certification from the Society of American Foresters (SAF) certification:

³ Reflects separation of Oil and Gas as own division apart from division of Mineral Resources Management.

⁴ Union to be notified of changes in existing residency requirements and given opportunity to discuss such changes. Union reserves right to file grievances on residency requirements deemed unreasonable.

⁵ Reflects combining divisions of Parks and Watercraft into one. Promotions, lateral transfers, demotions, and layoffs to now follow Article 17 and 18 of main contract.

⁶ Streamlines grievance process. ODNR did not have personnel to hear step 1 grievances due to their structure.

⁷ Language deleted as there is not adequate grievance load to justify regionalizing grievance hearings.

	Class	Pay Range
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 1st 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: ~~Account Clerk~~ **Financial Associate**⁸ from part-time to full-time);
- B). The order of appointment types is recognized in the following ascending order: Intermittent, ~~established term~~,⁹ part-time and full-time;
- C). When a part-time ~~or Intermittent, or established term~~ employee in the identified classification within the headquarter county ~~or park district~~¹⁰ would have a right ~~or consideration~~¹¹ 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 ~~Labor Relations Office~~ **Office of Human Resources** at least fifteen (15) calendar days prior to the increase in appointment type; ~~within fifteen (15) business days to the official notification to the Union to increase an employee's appointment type.~~¹²
 1. Employee name;
 2. Work location;
 3. Classification and appointment type;
 4. New appointment type;
 5. Copy of the employee history screen;
 6. ~~Draft~~ Position Description; and
 7. Listing of other OCSEA employees in the headquarter county.

If OCSEA does not contest the accuracy of the information within fifteen (15) ~~business~~ **calendar**¹³ 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 from their residence whether in a state owned or personal vehicle. Commute time over one (1) hour 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 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.
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.¹⁴

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 county 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.¹⁵

⁸ Account Clerk no longer a classification as a result of the 2015 statewide fiscal reclassification.

⁹ With the elimination of ETI/ETR appointment type, Intermittents now to be included in Increase in Appointment Type language.

¹⁰ See 5 above.

¹¹ Intermittent employees now to be considered for promotions, lateral transfers, etc.

¹² Time period to contest accuracy appointment type increase to go from 15 business days to 15 calendar days in order to expedite process.

¹³ See 12 above.

¹⁴ Statewide Dredge employees reporting to non-permanent dredge site to have defined process for travel time.

¹⁵ Union retains right to refuse headquarter county change. Union now to have 15 calendar days to do so. After 15 days, if union has not refused HQ county change, management to move ahead with change.

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 DCA 3s. Qualified staff will possess an Associates degree (or higher) in one of the following majors: Sociology, Psychology, Social Work, Special Education, Nursing, Communications, Business, or other Human Services/Medical related field. ~~All DCDA's shall serve a six (6) month probationary period.~~¹ Although the DCDA is in the DCA classification series, time spent as a DCDA shall not be used to indicate an employee meets minimum qualifications for a DCA 1 position. Time spent as a DCDA shall not count as time served for promotions in the DCA classification series.

The Parties agree that Article 17 shall be modified for composition requirements of the Pre-Development Unit. The Parties agree that selections shall be in accordance with the 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 ~~at least the six (6) month~~² probationary period and cannot opt out until after the ~~six (6) month~~³ 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 ~~any twelve (12) month~~ 365 day⁴ period, unless approved by Management.

¹ Housekeeping change to match main portion of contract.

² Housekeeping change to match main portion of contract.

³ Housekeeping change to match main portion of contract.

⁴ Housekeeping change to match main portion of contract.

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 II employees will progress to the DCA III position upon successful completion of the DCA III promotion assessment. DCA II employees may choose to remain a DCA II employee and opt out of the progression.
2. DCA II employees become eligible to take the DCA III promotion assessment after they have obtained three (3) years of service as a DCA II 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).
3. Eligibility is also contingent on the DCA II employee having no active discipline for performance at a "written" level or higher.
4. Additionally, eligibility is also contingent on the DCA II employee having no more than one (1) ⁵below ~~"Does Not Meet"~~⁵ on their last annual evaluation. Employees with more than one (1) ⁶below ~~"Does Not Meet"~~⁶ on the most recent annual evaluation may request a review of the areas of deficiency at the mid-point of the evaluation period. If at that time, the areas of deficiency have improved to a satisfactory level, then the employee may take the DCA III promotion assessment when it is offered.
5. The promotion assessment will be given at least once in a calendar year.
6. DCA IIs that have obtained three (3) years of service as a DCA II may attend specific Agency training prior to taking the assessment. The training session will be offered at least once in a calendar year.
7. DCA IIIs will serve a ~~six (6) month~~ **180 day**⁷ probationary period. Employees who do not pass the probationary period (or who elect to demote back to the DCA II position) may not re-apply for advancement to the DCA III position for ~~one (1) year~~ **365 days**⁸ after returning to the DCA II but the said employees shall not be required to retake the DCA III assessment unless a new test instrument has been constructed.
8. Part-time DCA II employees advancing to the DCA III Position will serve an equivalent probationary period based on the number the hours worked.

⁵ Housekeeping due to change of term on performance evaluations.

⁶ Housekeeping due to change of term on performance evaluations.

⁷ Housekeeping change to match main portion of contract.

⁸ Housekeeping change to match main portion of contract.

OHIO DEPARTMENT OF PUBLIC SAFETY

Disaster Relief Grants (DRG) Employees

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

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

Bargaining Unit Rights

- ~~6.1~~ DRG employees shall be entitled to all rights and benefits of the Agreement except as amended herein.
~~DRG employees shall:~~
- ~~7.a)~~ **DRG employees shall n**ot earn seniority credits. If a DRG employee is selected to fill a full-time or part-time permanent Ohio EMA ~~Emergency Management Agency~~ position, seniority for time served as a DRG employee will be credited upon successful completion of probation in the full-time or part-time ~~Emergency Management Agency~~ Ohio EMA position, provided there has been no break in service.
- ~~8.~~ **DRG employees shall n**ot have standing to grieve termination of their employment due to lack of work or non-selection under Article 17.
- ~~9.~~ **DRG employees shall e**arn all forms of leave including prorated accrual for part-time employees.
- ~~10.~~ **DRG employees shall b**e offered health insurance ~~but the Employer's contribution will cease on the employee's interruption/termination date. Employee contributions shall be in~~ accordance with Article 20. Beginning with the effective date of this Agreement, all DRG employees whose total State service time as an DRG employee from original date of hire, is twenty-six (26) pay periods or greater, will be eligible for those benefits provided by the OCSEA Benefits Trust, per Article 21 of the Agreement. ~~The Employer's contribution will cease on the employee's interruption/termination date.~~¹
- ~~11.~~ DRG employees shall not be eligible for disability benefits under Article 35.
- ~~12.e)~~ **All** DRG employees shall be terminated prior to the layoff of any permanent employee assigned to the Ohio EMA ~~Emergency Management Agency~~.

¹ Housekeeping change to match Affordable Care Act.

Ohio EMA Emergency Operations Center (EOC) Overtime and Overtime Rosters

1. All parties recognize that when **the EOC is activated**, ~~a disaster begins~~ employees may have to be pulled out of seniority order for overtime to staff positions in the first 24 hours of the ~~disaster~~ **emergency**. The

first 24-hour staffing positions will be limited to the positions requiring management validation. **Management The Employer** will make every effort to equalize this overtime and will use the rotating roster exclusively beginning no later than 24 hours after the **State Emergency Operations Center EOC** has been activated.

2. **Disaster EOC** overtime will be considered different than regular overtime. **Disaster EOC** overtime is defined as overtime accrued when the **Emergency Operations Center (EOC)** is activated. A separate overtime roster will be maintained by **management the Employer** for this purpose. This overtime roster will reset on January 1 of each year.
3. All parties agree that **disaster EOC** overtime will include both overtime working **during an in-the EOC activation and in the field for disasters** and for exercises.
4. ~~The parties agree that employees who are interested in working disaster overtime must give to management a primary phone number at which they can be reached when they are not in the workplace. In the event of a disaster in which overtime opportunities exist the given number will be called. If the employee does not answer, a message will be left regarding the nature of the call and that management will move to the next most senior employee on the overtime roster. Failure to answer on the primary phone number will result in the employee missing the overtime opportunity and it will be noted as no answer and the employee will be rotated to the bottom of the call roster. Ohio EMA employees interested in working EOC overtime must provide management a primary phone number at which they can be reached when they are not in the workplace. In the event of an EOC activation in which overtime opportunities exist, a notice will be distributed to all Ohio EMA employees that outlines where they can view available overtime opportunities and confirm their interest.~~²
5. An employee who agrees to work overtime and then fails to report for said overtime shall be credited unless extenuating circumstances arose which prevented him/her from reporting.
6. The parties agree that being unable to accept an offer of **disaster EOC** overtime due to another work assignment will not be considered a "refusal" and will not be credited to that employee on the **disaster EOC** overtime roster.
7. ~~Disaster overtime may be offered initially utilizing the 24-hour list and then by seniority based on the general list of duties and those who meet the training and qualifications to fulfill those duties. Management will make available and provide training on the software program, WebEoc, on all positions in the State EOC, to any and all employees that elects to work in the State EOC during activation or exercises. However, if the employee cannot perform the job duties of the position on which they received training they will be advised they are no longer eligible to work that specific position and will be required to take additional training. Management and Labor are in agreement if an employee cannot perform said job duties after additional training, which would include "shadowing" their name will be removed from the eligibility list to work that position and cannot file a grievance. If the employee would like to take the training class again to be eligible to work the position, Management and Labor would meet to discuss the issue. After the first 24 hours of an EOC activation, overtime will first be offered to bargaining unit employees assigned to Ohio EMA. If a sufficient number of volunteers is not secured through Ohio EMA, overtime opportunities will be extended to other trained employees within the agency. All parties recognize that overtime worked by non-Ohio EMA employees may not be equalized. Every effort will be made to utilize trained OCSEA bargaining unit employees.~~³
8. All parties understand that when disaster overtime involves an after-hours dry run and exercise, the employee must agree to work both the dry run and the exercise or it will be recorded as a refusal on the disaster overtime roster. The Union will have the opportunity to review and discuss EOC roles twice per calendar year.

² To be considered for EOC overtime, employees must provide management with a non-work phone number. Primary phone will be only means of communication for EOC overtime interest and confirmation.

³ EOC overtime to be extended to other trained employees. Management cannot mandate employees to work overtime in EOC.

With respect to job duties during a disaster and within the EOC:

1. ~~All employees are required to have the mandatory training based on the job position description offered by or made available by the employer. Just-In-Time training does not apply. Just-In-Time training can be delivered to an employee to work a position if there is an EOC activation due to a disaster/emergency and employees eligible are not available. The employee will be required to take the mandatory training when it is scheduled and provide a copy of the certificate to the Training Department.~~
2. ~~All parties recognize that job duties during a disaster and within the EOC may not perfectly match the normal day to day duties of OCSEA employees. Management and the union have made every attempt to define appropriate job duties for each job classification.~~
3. ~~A database accessible to management and Ohio EMA union stewards will provide all records regarding the training and qualification of each OCSEA, EMA employee who has the opportunity to work within the EOC.~~
4. ~~OCSEA will retain the right to review and/or respond to any position description requiring OCSEA signature approval and/or has relevance to the terms of this agreement.~~⁴

⁴ Language discusses how management will assign EOC duties.

Workplace Conflict Management

~~The Department of Public Safety and the Union recognize the benefits of participating in Dispute Resolution and Conflict Management. The Department of Public Safety and the Union agree to strongly encourage employees to utilize available resources to resolve employee conflicts.~~⁵

Grievance Hearings or Other Meetings

Pursuant to the provisions of Articles 25.01 (G), Step Twos **grievance hearings** or other meetings, (e.g., pre-disciplinary meetings,) will be conducted via teleconference, videoconference or polycom, unless mutually agreed to otherwise. Stewards will be permitted to attend meetings in person with employees where practical. Grievance hearings involving employee termination will not be conducted in this manner unless there is mutual agreement.

Lateral Transfer Agreement

As a result of a joint labor/management committee meeting, the parties came together to discuss giving employees a transfer option to vacancies prior to the position being posted. This will allow for a more timely and efficient process, and the opportunity for bargaining unit employees to transfer in accordance with seniority prior to the position being posted and filled in accordance with 17.02. The parties hereby agree to the following terms:

⁵ Language deemed obsolete and unused by both parties.

With respect to OCSEA classifications participating in this agreement:

1. The following Department of Public Safety bargaining unit classifications may participate in the agreement: Driver **License** Examiners, Motor Carrier Enforcement Inspectors, Motor Vehicle Inspectors, Stationary Load Limit Inspectors, Portable Load Limit Inspectors, **Motor Vehicle Investigator Associates**, Motor Vehicle Investigators, and Deputy Registrar Field Representatives. **Additionally, the Ohio State Highway Patrol Administrative Professional 1 classification may participate in the agreement exclusive to Administrative Professional 1 positions within the Ohio State Highway Patrol.**
2. Only lateral movement within the same classification of the vacancy will be considered for a transfer (i.e. A Driver Examiner will be the only classification considered for a Driver Examiner vacancy transfer, etc.).
3. Any employee serving a probationary period or trial period pursuant to Article 6.01 will not be permitted to transfer.

With respect to the process:

1. Employees of the classifications listed above will be expected to keep their own transfer request(s) current in the Department's transfer management system. The Employer will not be responsible for seeing that employee transfer requests are maintained or updated.
2. Once Human Resources is made aware of a vacancy involving one of the participating classifications via a posting request, a transfer list of that classification from the Department's transfer management system will be generated. The most senior employee within that classification who has requested a transfer will be contacted by the Employer to ensure the transfer is still being requested. If the transfer request is still active, the senior employee will be transferred to the position and an effective date will be determined. Once the transfer is approved, it may not be revoked.
3. Once it is determined the senior employee will transfer to the initial requested vacancy, another vacancy transfer list will be generated for the vacancy being created by the senior employee. The same process will continue until no transfers remain. Movements under this agreement are not grievable.
4. Once all transfers are filled, the final vacancy will be posted and filled in accordance with Article 17 of the Collective Bargaining Agreement.

Pilot Project

~~A joint Labor and Management Committee shall meet to discuss adding the Administrative Professional classification to the existing Department of Public Safety Agency Specific Transfer Agreement.⁶~~

⁶ Language deleted because administrative professionals are included in lateral transfer agreement in previous paragraph.

PUBLIC UTILITIES COMMISSION OF OHIO

Application and Selection

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

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

Performance Evaluations

Performance Evaluations will coincide with the Federal Fiscal Year FFY (October 1 – September 30) for the following field staff classifications:

Class No.	Title
23161	Hazardous Materials Investigations Specialist 1
23162	Hazardous Materials Investigations Specialist 2
23121	Public Utilities Transportation Examiner

Performance Evaluations will coincide with the Calendar Year (January 1 – December 31) for all other bargaining unit classifications.

All performance evaluations must be completed within forty-five (45) days of the close of the fiscal or calendar year.

Employee step dates or step movement if applicable shall not be affected by this transition in the ePerformance system or the implementation of the annual performance evaluation cycle.

Overtime

The following overtime distribution procedures will apply for the Transportation Department and the Service Monitoring and Enforcement Department, identified by specific job classifications.

Any field staff employee who normally performs the work and who is classified as a Hazardous Material Investigation Specialist 2 (23162), Hazardous Material Investigation Specialist 1 (23161), a Railroad Inspector 1, 2, or 3 (23311, 23312, or 23313, respectively), or a Gas Pipeline Safety Compliance Investigator (23181) **or a Utility Specialist 2 or 3 (66952, 66953)**¹ and who is not on approved leave will be considered available for overtime. The type of overtime for field staff covered by this agreement is outlined below by job classification and type of work outlined below may not be all inclusive.

Job Classification	Type of Work
Hazardous Material Investigator Specialist 2 (23162)	Hazmat Incident, CMV Crash Incident or any emergency or situation requiring immediate attention as determined by the PUCO.

¹ Reflects Utility Specialist 2s and 3s being utilized in gas pipeline safety series.

Railroad Inspector 1, 2, or 3 (23311, 23312, 23313)	Any rail related emergency or situation requiring immediate attention as determined by the PUCO.
Gas Pipeline Safety Compliance Investigator (23181)	Any gas pipeline related emergency or situation requiring immediate attention as determined by the PUCO.
<u>Utility Specialist 2 or 3 (66952, 66953)²</u>	<u>Any gas pipeline related emergency or situation requiring immediate attention as determined by the PUCO.</u>

² Reflects Utility Specialist 2s and 3s being utilized in gas pipeline safety series.

Overtime Chart will be offered first to the field staff employee who normally performs the work and is classified as a Hazardous Materials Investigation Specialist 2, a Gas Pipeline Safety Compliance Investigator, ~~or~~ a Railroad Inspector 1, 2, 3, **or a Utility Specialist 2 or 3.**³ When determining which employee normally performs the work, PUCO will take into consideration the FRA discipline needed based on the situation (e.g. broken rail, false signal indication, Hazardous spill or leak, etc.) and who resides nearest to the report-in location which is nearest to the area of need calculated by air miles.

³ Utility Specialist 2s and 3s added to overtime language.

If the person or persons identified above is unavailable, the same criteria will be used for subsequent calls, to the extent practicable.

Transportation Enforcement Division Inspectors

Routine Educational Outreach Overtime

Any field staff employee who normally performs the work and classified as a Hazardous Material Investigator Specialist 1(23161), Hazardous Material Investigator Specialist 2 (23162) or PUCO Transportation Examiner (23121) who is not on approved leave will be considered available for overtime.

Job Classification	Type of Work
Hazardous Material Investigator Specialist 1 (23161)	Educational outreach or any situation or event requiring attention as determined by the PUCO related to the enforcement of the FMCSR.
Hazardous Material Investigator Specialist 2 (23162)	Educational outreach or any situation or event requiring attention as determined by the PUCO related to the enforcement of the FMCSR and HMR.
PUCO Transportation Examiner (23121)	Educational outreach or any situation or event requiring attention as determined by the PUCO related to the enforcement of the FMCSR.

Transportation Division Inspectors - Overtime

Transportation Division Inspectors shall be canvassed quarterly as to whether they would like to be offered overtime opportunities. Employees failing to respond to the overtime canvass will not be considered in the equitable distribution of overtime for that quarter.

Distribution of Overtime

Insofar as practicable, overtime shall be equitably distributed on a rotating basis through the canvassing process. The State of Ohio shall be divided into PUCO districts and insofar as practicable overtime assignments will be equitably distributed among employees within each district. This shall not apply to approved overtime which is specific to a particular employee's claim load or specialized work assignment or when the employee is required to finish a work assignment.

Offering of Overtime

The overtime roster will be based on State seniority within the PUCO designated districts, (the total OCSEA bargaining unit seniority credits accrued since the last date of hire with the state, (except as modified by Section 16.02). For subsequent periods, the employee's accumulated overtime from the current period shall be used to establish the next period's overtime roster within the designated districts. In the event of a tie in the amount of accumulated overtime within the designated district, the most senior employee will be placed ahead of the least senior employee on the following period's roster.

If, after having not been on the overtime roster for a quarter(s), an employee desires to be added to the next quarter's overtime roster, the employee must indicate this desire during the next canvassing period. The employee shall then be placed at the bottom of the next quarter's overtime roster with the accumulated overtime equal to the employee currently on the roster with the highest amount of accumulated overtime.

Newly hired (probationary) employees are not eligible for overtime assignments during their initial probationary period. Upon successful completion of his/her probationary period, the employee shall contact his/her immediate supervisor and inform supervisor of his/her desire to be added to quarterly canvas roster. The employee will be placed at the bottom of the overtime roster with the accumulated overtime equal to the employee currently on the roster with the highest amount of accumulated overtime.

All overtime posted to the overtime roster will be accumulated and carried forward for four consecutive quarters (one calendar year). At the completion of the fourth quarter, the accumulated overtime will be purged.

All overtime offered under the rotating distribution provisions will be credited to the employees in the following manner:

An employee shall be credited with the amount of overtime worked.

An employee who is offered but refuses an overtime assignment shall be credited with the amount of the overtime assignment (amount of actual overtime claimed by the employee working the overtime event or the highest amount of overtime claimed if several employees work the event).

An employee is offered and accepts an overtime assignment but fails to report for the overtime assignment shall be credited with double the overtime accepted unless extenuating circumstances arose which prevented the employee from reporting. In such cases, the employee shall be credited as if he/she had refused the overtime assignment.

Those employees on approved leave shall not be credited with overtime declined during their approved leave.

DEPARTMENT OF REHABILITATION AND CORRECTION¹

¹ No change.

OHIO DEPARTMENT OF TRANSPORTATION

A. 13.06 - Report-In Location

The report-in location(s) for the purpose of establishing start time for ODOT field employees shall be the particular project to which they are assigned or thirty (30) miles from the employee's residence, whichever is less, year-round. Field employees who reside outside of the district to which they are assigned shall start the above mileage figures at the district line.

Field employees for purposes of this Section will include Project Inspectors, Highway Technician 3s and 4s and other construction personnel assigned to construction projects who do not have the district office as a normal report-in location.

HT 2s who are assigned to a construction project which is farther from home than their normal report-in location, shall be compensated for any additional travel time and/or mileage incurred.

This language supersedes all memoranda of understanding, amendments, letters of intent, or any other mutually agreed to provisions.

B. 13.07 - Overtime

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

Insofar as practicable, overtime opportunity hours shall be equitably distributed on each overtime roster on a rotating basis by seniority among those who normally perform the work as defined in the classification specification and/or position description. Overtime work which contains duties that are common to a classification series shall be equitably distributed among those employees within the appropriate series on that particular roster. In the event the Employer has determined the need for overtime, and if a sufficient number of employees is not secured through the above provisions, the Employer shall have the right to require the least senior employee(s) who normally performs the work to perform said overtime. The overtime policy shall not apply to overtime work which is specific to a particular employee's classification and/or position description or specialized work assignment or when the incumbent is required to finish a work assignment.

Newly hired, promoted, demoted, or lateral transferred employees under the provisions of Article 17 of this Agreement who are qualified to perform the work shall be charged on the roster with one (1) hour more than the highest amount on the appropriate roster in their new work location.

Employees shall be placed on the appropriate overtime roster by classification for that facility, work unit, or project. All Highway Maintenance Workers, Highway Technicians, Project Inspectors, Bridgeworkers and Routemarkers with CDLs will be automatically placed on the appropriate overtime roster for snow and ice control. Overtime opportunity hours shall be carried from project to project and assignment to assignment. Overtime opportunities charged while on temporary working assignment will be carried back to the employee's regular roster. Overtime worked as an auxiliary snow and ice driver will not be carried back to the employee's regular roster.

The Employer has the sole and exclusive right to determine overtime opportunities as needed. When the Employer determines there is a need for unplanned overtime during non-snow and ice operations, employees who have volunteered during a canvass, pursuant with the below procedures, shall be offered these overtime opportunities. The procedures contained in this section only apply during non-snow and ice operations for maintenance overtime. This procedure does not apply to overtime which results as the continuation of a work assignment. The overtime canvass procedures shall be administered as follows:

- a. HTs assigned to maintenance and HTs assigned to construction shall be canvassed by work unit twice a year. One canvass will take place in March for the months of April, May, June and July and one canvass will take place in July for the months of August, September, October and November.
- b. HTs assigned to maintenance and HTs assigned to construction will be canvassed for the volunteer roster for unplanned maintenance overtime opportunities. Employees can only volunteer during the canvass.
- c. Employees who volunteer during each canvass shall remain on that canvas roster until the end of the four month period. Employees shall be removed from the volunteer roster after ~~five~~ three¹ total refusals during the four month period.
- d. Employees on the volunteer roster shall be equalized. For equitable distribution purposes, employees who do not volunteer shall be considered as refusing all overtime opportunities and shall be coded as refused and appropriate number of hours will be credited.

If at any point during the calendar year, the Employer determines the need for snow and ice operations, the overtime procedures for snow and ice operations shall be utilized.

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

Snow and ice overtime opportunities shall be offered in the following order:

- a. All HTs, RM, BW, HMW & PIs (with CDLs) whose daily work assignment is at a county facility as they have grievance rights under Article 25;

¹ Language went from five to three times on refusal for snow and ice, and management agreed to withdraw proposal of having consistent refusal 365 days a year.

- b. All HTs and PIs who are assigned to a construction project and all non-county BW/RM/HMWs/HTs. They are called out by overtime balance rotation, as they have grievance rights under Article 25.
- c. All other full time permanent bargaining unit employees assigned to the county, followed by all other bargaining unit employees in the district. Management is not required to equalize overtime for snow and ice removal. These employees do not have grievance rights under Article 25 however, if a county employee in this subsection believes he/she was improperly bypassed two (2) consecutive times, the employee may file a complaint with supporting documentation to the District Labor Relations Officer. If their complaint is substantiated, the employee shall be placed at the top of their list under this subsection c.

In Construction, every reasonable effort will be made to equalize overtime opportunity hours. Construction assignments will be based upon operational needs, proximity to project, and/or employee qualifications/experience, and in consideration for the equitable distribution of overtime. In Construction, Unit 7 employees will have preference for overtime assignments over non-Unit 7 employees on the project to which they are assigned.

Construction overtime distribution by project for overtime abutting the shift and for overtime less than four (4) hours not abutting the shift shall be offered to those qualified by the Series level in the following order:

- a. HT2, HT3, HT4 & PIs;
- b. Temporary Work Assignments.

Construction overtime distribution by project for overtime of four (4) hours or more not abutting the shift (ten (10) mile rule) shall be offered to those qualified by the series level in the following order:

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

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

The OT roster will be generated through the electronic overtime program by the facility or project supervisor daily or as needed. All OT worked or refused will be entered into the electronic overtime roster within five (5) business days. Employees on an overtime roster shall provide a telephone number to their supervisor where they may be contacted by their supervisor. The Agency shall establish a phone log procedure to verify phone calls to employees who are being contacted for overtime. In the event there is a dispute as to an employee having been contacted, or which employee(s) were contacted, the phone log will be used for verification. In locations where there are computer verified phone systems, the computer log may be used for verification.

The Agency agrees to post overtime rosters which shall be provided to the facility steward, within a reasonable time, if so requested. The rosters shall be updated as soon as feasible after each overtime event, no later than each pay period in which any affected employee had overtime offered.

The current overtime rosters shall be zeroed at the end of the pay period which includes April 1, 2015. In February of 2016, the parties will meet to discuss a pilot program for the continuation of zeroing out overtime. An appropriate topic for this discussion may include a method for the placement of new employees on the roster. The following overtime roll-back process will remain in effect if the parties do not reach an agreement on the above referenced pilot project. Overtime rosters shall be rolled-back at the end of the pay period which includes April 1 in order to diminish accumulated hour totals. An employee within a classification series with the lowest number of hours on a specific roster shall be reduced to zero (0) and all other employees within that classification series on the same roster shall be reduced that same amount of hours. In Construction, overtime rollback will be district-wide for all Project Inspectors. The rollback will occur at the end of the pay period which includes April 1.

An employee who is offered but refuses an overtime assignment shall be credited on the roster with the amount of overtime refused. An employee who agrees to work overtime and then fails to report for said overtime shall be credited with the amount of overtime offered, and shall be liable for discipline unless extenuating circumstances arose which prevented him/her from reporting.

Any "no contact" with an employee shall be charged as overtime refused on the overtime roster. Contact with an answering machine or person other than the employee, without reply from the employee while the need still exists, shall be considered as overtime refusal.

For equitable distribution purposes only, an employee on paid leave (e.g., vacation, compensatory, personal, Workers' Compensation, disability benefits, etc.) shall be considered as refusing all overtime opportunities until their next scheduled shift unless he/she has informed the supervisor as to his/her availability prior to the departure for the leave. This type of refusal shall not be included as refusals subject to discipline in the preceding paragraph as long as the amount of leave is a minimum of eight (8) hours.

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

Any dispute regarding overtime shall be raised in accordance with the timelines established under Article 25 of this contract. The timelines for filing a grievance begins the first day following the posting of the overtime roster in which the alleged violation is first shown. In the event an eligible employee is improperly bypassed in accordance with the agency specific overtime guidelines, the remedy shall be to offer the employee who was missed an opportunity to work the number of hours missed on a mutually agreed to date. The makeup shall be scheduled as soon as the missed opportunity is confirmed. Unless mutually agreed otherwise, the employee must work the missed overtime opportunity within forty-five (45) days of the confirmation of the missed opportunity.

In October of each year, Management shall canvass employees who do not normally perform snow and ice removal duties to volunteer for overtime opportunities to do this work when regular overtime rosters are exhausted. Those non-Highway Technicians whose normal duties require the performance of snow and ice removal at an ODOT Headquarters or Central Office will be permitted to volunteer for an auxiliary ("c") list. However, these employees may be required to obtain supervisory approval prior to accepting auxiliary snow and ice overtime work. Supervisors will not unreasonably deny such requests, and such denials may be appealed up through Step Two of the grievance procedure. These employees shall be placed on auxiliary ("c") rosters in counties to where they volunteer.

By October 1 of each year, district Labor/Management Committees shall formulate a plan for moving into and out of twelve (12) hour shifts for snow and ice operations. Shifts in excess of twelve (12) hours can be used to roll into and out of snow and ice operations. If for any reason the parties are unable to resolve this issue at the district level, then the issue will be submitted to the Statewide Labor/Management Committee for resolution.

This process in no way abrogates the Agency's right to formulate and implement such a plan in the absence of a joint resolution. Employees shall not work in excess of sixteen (16) consecutive hours unless prior approval is obtained from the appropriate Deputy Director or designated administrator.

Snow and ice overtime call out procedure is an appropriate subject for District Labor/Management Committees. If the parties are unable to resolve this issue at the District level, the issue may be submitted to the Statewide Labor/Management Committee for resolution.

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

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

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

C. 13.08 - Call-Back Pay

In ODOT, employees who are called back to work and do report outside of their regularly scheduled shift for a time period that does not abut their shift, who work two and one-half (2 1/2) hours or less will be paid four (4) hours at the straight time rate and will be credited on the appropriate overtime roster with two and one-half (2 1/2) hours overtime. Those employees who work more than two and one-half (2 1/2) hours will be paid actual hours worked at the overtime rate of pay subject to the provisions of Article 13.10. Should an employee work hours that qualify for the shift differential rate as specified in Section Q of this Agreement, the shift differential rate shall be included for the purpose of calculating call-back pay.

However, an employee called-in for snow and ice removal to work for a time period abutting his/her shift will be paid a minimum of one-half (1/2) hour at the overtime rate of pay. A consistent refusal shall not be charged for anyone called less than one (1) hour prior to his/her normal shift.

D. Temporary Working Assignments

When fluctuations in workload or weather conditions necessitate the temporary transfer of employees, the Director of the Ohio Department of Transportation or designee may temporarily assign such personnel to duties other than those specified by their classification. Seniority and qualifications shall be a factor in determining which employees will be deemed available for temporary working assignments.

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

When an employee is temporarily transferred, the transfer will be to a classification for which the employee possesses minimum qualifications. An employee(s) shall suffer no loss of pay, benefits or seniority as the result of a temporary transfer. Where such temporary transfers will be to a higher paying classification, the employee will receive the pay of the higher paying classification, but not limited to four percent (4%) above his/her current step rate of compensation.

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

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

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

Employees assigned as field employees shall have the field employee report-in location during the assignment. Employees who volunteer for a position which is farther than their normal report-in location shall not have their additional travel time counted as hours worked. Employees who are required to accept assignments which are farther than their normal report-in location shall have their additional travel time counted as hours worked.

The duties of a temporarily transferred employee(s) shall not unduly alter the regularly scheduled assignments of permanently assigned employees. Any employee who is on a temporary transfer shall not be considered for an overtime assignment until all appropriate permanently assigned employees have been asked to work the overtime pursuant to this Agreement.

No employee temporarily transferred by this Section will be transferred in excess of one thousand two hundred fifty (1,250) hours within a twelve (12) month period, unless mutually agreed to by the employee, district steward and the Agency Head or designee.

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

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

E. Step Two Grievance Meetings

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

F. Tool Allowance

Auto Mechanics, Automotive Technicians and Auto Body Repair Workers shall receive an annual tool allowance of \$500 payable no later than the second pay period of April 2018, ~~and each year of the contract thereafter. Upon ratification, the Auto Mechanics, Automotive Technicians and Auto Body Repair Workers shall receive an additional \$150. In the second pay period of April 2019 the Auto Mechanics, Automotive Technicians and Auto Body Repair Workers shall receive \$800. In the second pay period of April 2020 the Auto Mechanics, Automotive Technicians and Auto Body Repair Workers shall receive \$950 and in each year of the contract thereafter.~~²

² Mechanics allowance to increase \$150 each year of contract.

G. Uniform Allowance

Auto Mechanics, Automotive Technicians, Auto Body Repair Workers, Machinists, and Welders who choose to wear uniforms shall be provided a uniform allowance of \$150 annually payable no later than the second pay period in April, and each year of the contract thereafter.

H. 17.08 - Permanent Relocation

The contractual provisions of permanent relocation contained in Section 17.08 do not apply to ODOT transfers within a county. Prior to initiating a permanent relocation within a county, the LRO shall meet with the district steward to discuss the rationale for such relocation. If there is reason to believe that such transfers are made for other than operational needs, the employee may file a grievance directly at Step One and have grievance rights through Step Two.

I. Reserve as Placeholder for Future Language

J. Office of Aviation

1. Flight Crew Duty Day

Flight Crew Duty Day is calculated from report time to one-half (1/2) hour after shutdown. Report time is normally one (1) hour prior to takeoff. The time between 7:30 a.m. and the report time will not count toward the crew duty day or overtime. Flight Crew Duty Day will be calculated continuously from report time with no scheduled lunch period. On RON missions, Flight Crew Duty Day commences upon departure from the point of lodging.

2. Daily Work Hours

Flight crews will work a minimum of eight (8) hours daily on flight and/or ground duties. Management has the authority to release flight crews from duty when missions are changed, cancelled or completed at the end of the employee's normal working hours. Minimum daily guarantee of eight (8) hours will apply if the duty day is less than eight (8) hours, and when flights scheduled to report after 4:30 p.m. are cancelled. Non-flying working hours shall be adjusted as necessary to ensure office coverage on days when normal operations office personnel are unavailable, not to go beyond normal office hours. A late report time is authorized in order to complete the previous day's crew rest period as outlined in the flight operations manual. Any time worked on Saturday, Sunday, or a holiday will be compensated in accordance with the contract.

3. Professional Supplements

~~An employee in the Aircraft Pilot Classification prior to March 1, 2003 is eligible for a professional achievement pay supplement, equal to five percent (5%) of the employee's classification salary base rate, upon obtaining and maintaining any of the following ratings or certifications that are over and above those set forth by the Department of Administrative Services, Ohio Classification Specification for the position which the employee holds, provided such additional certification is used to enhance the operational efficiency of the Office of Aviation:~~

~~A. CFII (Certified Flight Instrument Instructor)~~

~~B. ATP (Airline Transport Pilot)³~~

An employee in the Aircraft Maintenance Technician classification prior to March 1, 2003 is eligible for a professional achievement pay supplement, equal to five percent (5%) of the employee's classification salary base rate, upon obtaining and maintaining an Inspection Authorization Certificate (IA) provided such additional certification is used to enhance the operational efficiency of the Office of Aviation.

The supplements shall be added to the employee's base salary for all hours paid but shall not be used in the calculation of overtime rate of pay. If an employee loses a qualifying rating or certification he/she is no longer eligible for the supplement. Employees are required to notify Management of any changes in certification or rating status. In the event of a reclassification, employees receiving a professional supplement will continue to receive the supplement as long as eligibility requirements are maintained.

³ Housekeeping.

4. Aircraft Maintenance Technician Tools

The classification listed above shall receive an annual tool allowance of up to ~~\$500~~ **\$650** for personal tools used for the performance of work on State aircraft; **provided however, the amount will increase to \$800 in the second year of the contract and will increase to \$950 in the third year of the contract.**⁴ The allowance is payable semi-annually upon submission of receipts for tools purchased each contract year.

⁴ Increase in tool allowance to include Air Craft Mechanics at rate of \$150 each year of contract.

5. Operation of Aircraft by Chief Pilot

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

K. Highway Technicians

1. Posting HT 1, 2, 3, HTES within a District

When the Agency has determined the need to fill a vacancy for any Highway Technician 1, the vacancy will be posted internally for five (5) working days within a district. The posting will be placed throughout the district at all open facilities, and a copy will be given to the district steward. Only employees in the Highway Technician 1, 2, 3M, 3C/M or Highway Technician Equipment Specialist (HTES) classification will be permitted to bid using this internal process. All applications will use an agreed upon paper or electronic form and shall be submitted to the appropriate personnel office on or before the fifth posting day. An application can be withdrawn at any time prior to the close of the posting period, which is 5:00 p.m. on the fifth working day. An employee on approved leave may file a bid request prior to departure with personnel for any potential internal postings that may occur during the period of the approved leave.

The most senior Highway Technician within the district will be notified of their selection and start date within three (3) working days of the close of the posting. At the Agency's discretion, this process will repeat until there are no internal Highway Technicians 1, 2, 3M, 3C/M or HTES who bid internally. Employees who bid internally and who are not selected may grieve the non-selection and the grievance may be heard at non-traditional arbitration for resolution. Any employee with an active suspension at the time of the posting shall have no rights to grieve non-selection. After all internal lateral postings under this process an HT 1 may be posted pursuant to Article 17, however, HTs within the district cannot bid on that vacancy posting.

2. Highway Technicians Cross-District Lateral Transfers

Highway Technicians bidding across district lines who are successful applicants may only laterally transfer one (1) time per rolling year from the effective date of the transfer.

3. Movement of Highway Technicians

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

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

4. Highway Technician Equipment Specialist (HTES)

OCSEA and ODOT agree to maintain a new classification "Highway Technician Equipment Specialist" within the Highway Technician series at Pay Range 07. This classification's primary duties will consist of operation of the most complex construction equipment in special projects, snow and ice duties, and general maintenance duties. There will be no construction experience required for this position. There will be a limited number of these positions posted. The minimum qualifications will consist of Highway Technician Level 1 courses, appropriate CDL, and experience in operation of heavy construction equipment. The minimum qualifications stated above are not intended to be all inclusive.

L. Safety on Construction Projects

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

M. Probationary Period

All ODOT new hires will serve an initial one (1) year probationary period.

New hires into the Highway Technician 1 classification, who progress through the Highway Technician series, will continue to serve the original specified length of probation, regardless of movement within the series. Upon completion of the initial one (1) year probationary period, employees who automatically progress from a Highway Technician 1 to Highway Technician 2 and employees who automatically progress from a Highway Technician 2 to a Highway Technician 3 will not serve a promotional probationary period.

N. Education Seminars and Training

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

O. Stand-By

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

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

P. Reserve as Placeholder for Future Language

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

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

These employees who are not legally permitted to drive at work for thirty (30) calendar days or less will be required to use accrued vacation, personal, or compensatory leave, or will be placed on leave without pay upon exhaustion of vacation, personal, or compensatory leave. Employees will automatically receive a three (3) day working (paper) suspension, and shall be required to enter into a two (2) year Last Chance Agreement for same or similar violations, without recourse to grieve.

These employees who are not legally permitted to drive at work for more than thirty (30) calendar days up to one hundred twenty (120) calendar days will be, at Management's discretion, placed on leave without pay or demoted to the first step of a classification for which they are qualified if such a position is deemed available. Employees will automatically receive a five (5) day working (paper) suspension, and shall be required to enter into a three (3) year Last

Chance Agreement for same or similar violations, without recourse to grieve. If these employees regain their ability to legally drive at work in accordance with their original position description within the one hundred twenty (120) day period, they will be returned to their original classification and step at an available location within their district.

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

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

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

R. Automotive Mechanic and Technician Committee

ODOT & OCSEA shall establish a committee to explore training issues for the Auto Mechanics and Auto Technicians. The purpose of the committee will be to identify areas affecting Mechanics/ Technicians (e.g., computer hardware, software, training, etc.), prioritize items, explore possible funding methods and implement solutions. The committee's goal is to explore opportunities to improve efficiency while being cost effective, and ultimately utilizing cost savings to provide needed training.

This committee shall be created within thirty (30) days after the effective date of this Agreement. The committee will be co-chaired by a Union and Employer representative. The committee shall be composed of at least one (1) person from each of the following classifications/areas: Auto Mechanic, Auto Technician, County Manager, District Equipment Manager, representative from the office of Equipment Management, Office of Training, Labor Relations representative, and OCSEA staff representative. Additional members may be added at the discretion of the co-chairs.

S. Asbestos Abatement

The parties agree that the subject of asbestos abatement inspection is an appropriate topic for the Statewide Labor/ Management or Health and Safety Committee.

T. HT External Certifications

The HT Academy Level 2 External Certification Aggregate Level 2 will be required for test lab track employees only. Any HT employee who currently possesses this certification can choose to recertify. Fees associated with recertification will be paid in accordance with the HT MOU.

U. Reclassifications

If the Employer has a need to reclassify an employee the request will be submitted to the Union co-chair of the appropriate district L/M Committee for consideration. It will then be reviewed at the appropriate district Labor/ Management Committee. If the Union objects to the request at the district L/M Committee, the reclassification will be moved to the Statewide Labor/Management Committee. It is understood that the Union cannot grant final approval of the request at either L/M Committee but must forward for further review and a final determination by the authorized Union designee.

V. Respirator Medical Evaluation Procedure

Employees allocated to HT 4 (except test lab track) in accordance with HT MOU will be required to complete an online respirator medical questionnaire within six (6) months of being reclassified to HT 4.

The selected applicant for newly posted and filled HT 4 positions must obtain medical clearance for respirator usage prior to being awarded the HT 4 position. HT 4 postings will contain a statement requiring successful applicants to obtain medical clearance for respirator usage.

HT 4s (except test lab track) will be required to complete the online medical questionnaire at least every other year unless an employee has had a change in their medical condition. There may be other reasons employees will be tested more frequently, such as: if changes occur in the workplace conditions resulting in the profile being updated, observations made during fit testing indicating problems with breathing, etc. Employees with a change in their medical condition must notify Management immediately and may be required to complete an online medical questionnaire earlier than expected.

HT 4s who are unable to obtain medical clearance for respirator usage will be notified immediately, along with the district safety consultant and central office safety.

If an employee is not medically cleared, the district safety consultant will notify the district Union steward within three (3) days of the date the employee was tested.

Employee will:

1. Receive a letter from the third party administrator informing him/her of what additional information is needed to obtain medical clearance for respirator usage.
2. Go to their family physician to obtain needed documentation, testing, etc. as stated in the letter from the third party administrator.
3. Employee or physician will send documentation, tests results, etc. to the third party administrator.
4. The third party administrator will review information and determine status on respirator usage.

The employee has ninety (90) days from the date tested to obtain medical clearance for respirator usage. Failure to obtain medical clearance within ninety (90) days will result in employee being demoted to HT 3.

HT 4s assigned bridge painting inspection duties will be required to pass a fit test administered by the district safety office and a blood test for lead and zinc protoporphyrin prior to the start of the assignment, middle of the assignment and the end of the assignment.

W. ODOT MOUs

For the duration of this Agreement, the following MOUs and agreements entered into prior to are incorporated into this Agency Specific Agreement.

Guidelines for Discipline of Consistent Overtime Refusal
District Wide Positions
Transportation Civil Engineer
Special Assignments
CDLs and License Requirements

X. Supersession

This Agency supplemental agreement supersedes any conflicting contractual language.

Y. Non-permanent Highway Technicians or Highway Maintenance Workers

Non-permanent appointment category employees placed in the Highway Technician or Highway Maintenance Worker series will be covered by the OCSEA Collective Bargaining Agreement and as such will pay Union dues or fair share fees. These employees will be entitled to Union representation and contractual pay rates. However, they are still deemed as non-permanent employees and as such are not eligible for any contractual benefits received by permanent employees (e.g., vision, dental, life, or health insurance, holiday pay, leave accruals, UBT or UET contributions, etc.).

Such employees will be in the unclassified service, terminable at will without recourse. They will have no rights under the Highway Technician Memorandum of Understanding. They will pay into PERS. Management has the right to determine their working schedule, however, overtime work shall first be offered to permanent employees who have a contractual right to said overtime under the overtime provisions of the ODOT Agency Specific Agreement before being offered to non-permanent employees.

Non-permanent employees have no bid rights under Article 17 to permanent positions posted at ODOT. In the event of a layoff in the Highway Technician or Highway Maintenance series, non-permanent employees in those series will be terminated before any permanent employees are laid off.

The use of these non-permanent employees is limited to 1,000 hours in a fiscal year for both intermittent and seasonal employees. The duration of interim positions is determined by Article 7 of the OCSEA Agreement. Internal interim appointments to the Highway Technician or Highway Maintenance Worker series are not covered by any of these provisions.

DEPARTMENT OF VETERANS SERVICES

Scheduling

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

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

Uniform Allowance

A uniform allowance of ~~\$120~~ **\$140**¹ per year will be granted to **part-time and** full-time, permanent employees in the following classifications: LPN, Hospital Aide, Food Service Worker, Food Service Coordinator, ~~and Cook I-Cook 2, Baker and Dietary Clerk.~~² Payment will be made annually in September to all **non-probationary**³ employees in the above classifications **and** upon completion of any **initial** probationary period in such classification. **Part-time employees will receive an allowance prorated on their scheduled hours.**⁴

Health and Safety

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

Overtime

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

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

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

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

Medical Appointments

Employees with medical appointments scheduled three (3) days in advance may be granted flextime to cover the missed time based on operational needs. Employees working such flexed hours may be assigned to work areas at Management's discretion. Such hours will not be considered as a violation of Pick-A-Post (Section 13.02) or overtime (Section 13.07). Employees will be required to present documentation of absence. Flexed time will be permitted to be worked within the ~~pay period~~ **calendar week**.⁶

Work Area Postings

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

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

¹ Uniform allowance increases from \$120 to \$140 per year.

² Uniform allowance to be granted to permanent part-time and full-time employees in designated classifications of LPN, Hospital Aide, Food Service Worker, Food Service Coordinator and Cook I.

³ Uniform allowance to be paid annually in September to all non-probationary employees.

⁴ Changes timing of payments for probationary employees. Employees to receive uniform allowance upon completion of probation and then annually every September.

⁵ Unit 4 and Unit 5 employees may be mandated for overtime only one time every four day period.

⁶ Housekeeping. Flex time to be allowed within calendar week. This changed due to FLSA requirements.

- 2). All fulltime vacancies, regardless of shift, that result following the third stage of Pick-A-Post will be canvassed by seniority among all part-time permanent employees. Upon selection by a part-time permanent employee, the shift, work area and schedule of the successful part-time employee will be posted as a vacancy.

~~The following three (3) classifications will be added to the Agency Specific Agreement for Department of Veterans Services to be randomly drug and alcohol tested:~~

6	54541	Boiler Operator 1
6	54542	Boiler Operator 2
4	42741	Qualified Pharmacy Technician ⁷

⁷ Housekeeping. Language removed from agency-specific section of contract as is now covered in Appendix M.

OHIO BUREAU OF WORKERS' COMPENSATION

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

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

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

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

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

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

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

This language shall expire upon the departure/separation of the last remaining BWC employee in the aforementioned closed classifications.¹

¹ Union agrees to remove language if and only if there are no employees remaining in these classifications.

B. Career Ladder and Workers' Compensation Certification Program

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

Employees may volunteer to participate in the Ohio Workers' Compensation Certification Program. Completion of the various levels of the program will result in the employee being considered minimally qualified for the identified classifications; however, selection for these classifications will be made pursuant to Article 17.

In accordance with the existing enrollment guidelines, requests to participate in the Certification Program will be granted on a first come/first served basis depending on available slots and operational need. When simultaneous requests are made, seniority shall be the determining factor, absent extenuating circumstances (i.e., work backlog, active discipline, meeting program requirements). Denials may be appealed to the Service Office Manager.

Additionally, the parties may discuss cross training initiatives at the statewide Labor/Management Committee. Cross training may include, but is not limited to, employer provided training, seminars, and on-the-job training opportunities. Implementation of such cross training initiatives shall not constitute a violation of Articles 17 or 19.

C. Grievance Hearings or Other Meetings

Pursuant to the provisions of Article 25.01 (G), grievance meetings and (pre-disciplinary meetings) will be conducted via teleconference, videoconference or polycom, unless mutually agreed to otherwise. Grievance hearings involving employee termination will not be conducted in this manner unless there is mutual agreement. Utilizing videoconferencing technology for union representation may be considered with mutual agreement on a case-by-case basis.

D. ~~OCOSH~~ BWC Employees Headquartered in Fairfield and Franklin County

~~All employees headquartered at OCOSH will be considered headquartered in Franklin County for purposes of Articles 17 and 18.~~ **All BWC employees headquartered in Fairfield and Franklin County are considered headquartered in Franklin County for purposed of Articles 17 and 18.**²

² Change reflects current operating practices. Language reenforces current practice.

E. Performance Measures

~~Discussions concerning performance measures are appropriate for Labor/Management.~~³

³ Language deleted. Union has right to add anything to Labor/Management agenda.

F. Project Initiatives

The parties agree to continue their efforts to examine work processes in the pursuit of efficient work systems and a high performance workplace.

Pursuant to Article 5, Management will identify the need to evaluate work processes, establish work teams, develop recommendations and implement work redesign based on the following guidelines:

- Management will notify the Union of the decision to engage in work redesign and/or mapping process initiatives prior to implementation;
- Management is committed to the utilization of bargaining unit members as subject matter experts (SME) for work groups and/or pilot programs;

- Union will be given an opportunity to provide SME resources for projects requiring participation by bargaining unit members;
- Both parties agree that the Labor/Management Committee is an appropriate venue to discuss this subject matter.

G. Building Closures

The BWC and OCSEA recognize the need to provide services on a continuing basis even when conditions may warrant the closing or delayed start of a particular office or facility of the Bureau.

Therefore, when the Bureau closes an office or facility, employees who cannot report to their normal report-in locations may be required to report to an alternative site. In such instances travel time and mileage shall be paid in accordance with Articles 13.06 and 32.

Each BWC Office/location has developed procedures for reassigning staff in case of a closure. These procedures should meet the following parameters:

- Alternate report-in locations should be clearly identified for each individual employee;
- Management will make a good faith effort to assign employees to the travel alternative report-in location which requires the least amount of travel;
- When an alternative report-in location can accommodate a limited number of employees, assignment shall be made by seniority;
- Employees shall not be required to report to an alternative location if there are less than four (4) hours remaining in the shift when an unforeseen emergency occurs;
- If Management does not provide instruction(s) for employees to report to alternative sites, or if there are no alternative sites available, employees will be granted administrative leave with pay.

Further, we mutually agree that this is an appropriate subject for Labor/Management Committees.

DEPARTMENT OF YOUTH SERVICES¹

¹ No change.

APPENDIX R – VOLUNTARY COST SAVINGS PROGRAM¹

¹ No change.

APPENDIX S – IT AGREEMENTS¹

¹ No change.

APPENDIX T – FURLOUGH¹

¹ No change.

Letter of Agreement

Pursuant to 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 2018-2021 collective bargaining agreement.

Agreement

The parties agree to pilot the use of telemediation (i.e. mediation done remotely by means of telecommunications technology) for the duration of the 2018 through 2021 agreement. The pilot shall be implemented no later than September 1, 2018. The following terms supplement Section 25.01 (F) of the collective bargaining agreement:

Further, teleconferencing and/or videoconferencing (i.e. telemediation) may be utilized for the purposes of conducting grievance mediation.

For purposes of the pilot:

- The parties agree to a good-faith commitment to utilize telemediation for a minimum of 33% of all eligible grievances in each year of the 2018-2021 collective bargaining agreement.
- A grievant's participation in telemediation is voluntary.
- All grievances subject to the non-traditional arbitration process under Section 25.11.
- The total number of grievances to meet the good-faith minimum of 33% does not include grievances which require a party to travel less than five (5) miles from the worksite to the mediation site. For clarity, this also applies to mediations held at any Department of Rehabilitation and Correction (DRC) Institution that has another DRC Institution in close proximity (e.. if a mediation is held at the Mansfield Correctional Institution (ManCI), employees from Richland Correctional Institution may travel to ManCI to mediate); this applies only to the following pairs of institutions: Madison and London; Warren and Lebanon; Correctional Reception Center and Pickaway; Ross and Chillicothe; Lorain and Grafton; or Richland and Mansfield.

The parties agree to meet as needed to discuss ongoing administration of the pilot program.

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 2018-2021 OCSEA Collective Bargaining Agreement. The agreement shall expire at the expiration of the current collective bargaining agreement.

Letter of Agreement

Pursuant to 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 2018-2021 collective bargaining agreement.

Agreement

In consideration for the Employer sunsetting the OBM Shared Services Partnership Agreement under 36.05(C) of the 2012-2015 collective bargaining agreement, the parties agree to place the Shared Services Associate classification (class number 66521) into pay range 28, effective July 1, 2018. The Shared Services Partnership Agreement will no longer have force and effect as of July 1, 2018.

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 be incorporated into the 2018-2021 collective bargaining agreement.

The classification shall be placed in Bargaining Unit 9, Group 1, Appendix I.

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 2018-2021 collective bargaining agreement.

Agreement

The parties agree to pilot the use of an alternative compensation (such as broadband compensation, skills based compensation, etc.) for the duration of the 2018-2021 collective bargaining agreement. The pilot shall be implemented no later than March 1, 2019.

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 division/department thereof) in each of the final two years 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.
- Mediator David Stanton retains jurisdiction to assist the parties in implementing the pilot program. If no pilot is implemented by December 31, 2018, then Mr. Stanton shall conduct interest based arbitration where he will determine the final terms, including access to available information, of the pilot program to be effective March 1, 2019.

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 2018-2021 OCSEA Collective Bargaining Agreement. The agreement shall expire at the expiration of the current collective bargaining agreement.

Letter of Agreement

Pursuant to the Collective Bargaining Agreement for the OCSEA Local 11, AFSCME, AFL-CIO (OCSEA) and Chapter 4117 of the Ohio Revised Code (ORC), the State of Ohio, Department of Administrative Services, Office of Collective Bargaining (OCB), the Ohio Department of Natural Resources (ODNR) and OCSEA have reached the following agreement.

Agreement

The parties agree to modify Article/Section 26 as follows:

1. All dredge and state-wide construction field staff, when assigned to work more than 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 other unrelated hearing, grievance, arbitration or negotiation.

Termination and Modification

1. This agreement shall become effective and expire with the effective and expiration dates of the 2018-2021 OCSEA Collective Bargaining Agreement.

Addendum to Parallel Series Agreement

Whereas disputes have arisen regarding the application of the ratio of Transportation Technicians to the Transportation Engineers pursuant to the Parallel Series Agreement (MOU) between OCSEA and the Ohio Department of Transportation, the parties agree to the following:

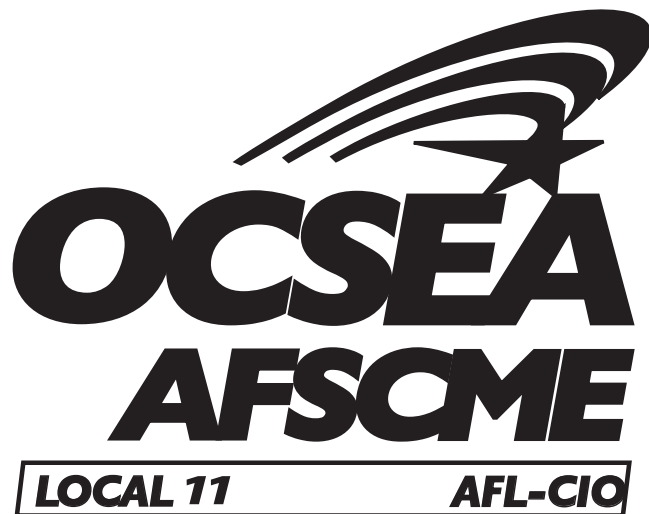
The ratio shall be maintained at the level of one (1) bargaining unit employee in the Transportation Technician series to three (3) bargaining unit employees in the Transportation Engineer series. The ratio shall be calculated as an aggregate between the bargaining unit employees in the two series on a district by district basis (and not on a class of level basis within the series).

For avoidance of doubt, the following sentence shall be deemed removed from the Parallel Series Agreement (MOU): "For the purpose of administering the ratio only, the Transportation Technician 3 will track the exempt Transportation Engineer 3."

This addendum supersedes the addendum signed on July 19, 1993.

Tentative Agreements

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



***Ohio Civil Service
Employees Association***