The information contained herein are the Tentative Agreements reached as of the date of printing of this publication. Issues surrounding hours and wages are in the hands of a Fact Finder and the Fact Finder's report will be available on or before March 12, 2009.

"PREAMBLE"

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

ARTICLE 1 – RECOGNITION

1.01 - Exclusive Representation

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages, hours, and other terms and conditions of employment for all **PERMANENT** full and part-time employees **AND INTERMITTENT EMPLOYEES**[1] (excluding temporary, interim, ~~intermittent~~ and seasonal employees, except bargaining unit employees serving in an interim position) in the classifications included in certifications of the State Employment Relations Board (SERB).

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

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

1.02 - Inclusion/Exclusion of Existing Classifications

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

1.03 - Fiduciary Positions

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

1.04 - Inclusion/Exclusion of New Classifications

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

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

1.05 - Bargaining Unit Work

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

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

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

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

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

[1] *Intermittent employees are added to the bargaining unit with limited rights under the contract. The Union's intent is to have intermittant employees moved into permanent positions as soon as possible.*

ARTICLE 2 – NON-DISCRIMINATION[1]

[1] *No change.*

2.01 - Non-Discrimination

Neither the Employer nor the Union shall discriminate in a way inconsistent with the laws of the United States or the State of Ohio on the basis of race, sex, creed, color, religion, age, national origin, political affiliation, disability, sexual orientation, or veteran status. Except for rules governing nepotism, neither party shall discriminate on the basis of family relationship. The Employer shall prohibit sexual harassment and take action to eliminate sexual harassment in accordance with Section 4112 of the Ohio Revised Code, and Section 703 of Title VII of the Civil Rights Act of 1964 (as amended).

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

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

2.02 - Agreement Rights

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

2.03 - Equal Employment Opportunity/Affirmative Action

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

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

ARTICLE 3 – UNION RIGHTS[1]

[1] *No change.*

3.01 - Access

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

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

3.02 - Stewards

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

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

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

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

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

3.03 - Union Activities

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

3.04 - Meeting Space

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

3.05 - Bulletin Boards

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

3.06 - Mail Service

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

When feasible, and where equipment is currently available, Union stewards and/or officers may utilize electronic mail and/or facsimile equipment solely for contract enforcement and interpretation and grievance processing matters. Such transmissions will be primarily to expedite communication regarding such matters, will be reasonable with respect to time and volume, and limited to communications with the grievant, if any, appropriate supervisors and employee's staff representatives. Long distance charges which may be incurred must be approved prior to transmission.

3.07 - Union Orientation

Where the Employer has a structured employee orientation program, the Union shall be permitted to make a presentation not to exceed thirty (30) minutes in duration regarding the Union. The Employer will notify the Union of newly hired employees at reasonable intervals, but no later than before a scheduled orientation session.

3.08 - Information Provided to the Union

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

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

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

3.09 - Printing of Agreement

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

3.10 - Union Leave

A. Mandatory Release

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

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

OCSEA Stewards Academy
Presidents Conference
State AFL-CIO Executive Board Meeting
State Board Committee
Statewide Leadership Conference
Statewide Strategic Planning Committee
Statewide Strategic Planning Oversight Committee
Statewide Structure Committee
Union Education Trust Quarterly Meetings and Conferences

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

B. Discretionary Release

Any committees, meetings, conferences, etc. not specifically listed above may be approved for time off without pay upon approval by OCB. Leave requests under this section shall be submitted in writing no less than seven (7) days in advance, except where circumstances make such notice impossible. Any grievance under this section shall be filed at Step 5 to be arbitrated as soon as possible.

The President of OCSEA, AFSCME Local 11, shall be placed on full-time administrative leave with pay to conduct union business. One (1) additional officer, designated by the President, may also be released and placed on full-time administrative leave with pay.

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

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

3.11 - Union Requests for Time Off

All requests for any form of time off from work pursuant to this Article must be made by completing a form or log provided by the Employer. No employee will be granted any time off pursuant to this Article, without completing the form or log prior to the utilization of such time, and securing of permission to utilize such time. The employee shall enter on the form the time the leave commences, and upon returning, the employee shall enter the return time. Employees who do not return to their worksite prior to the end of the employees' workday shall complete the form at the beginning of the employees' next workday. Employees who normally work out of the office, will work out an acceptable alternative union leave request procedure with their supervisor. In the absence of a mutually agreed to form, the employee shall use state leave forms.

The Union shall provide a list of attendees and the hours released for relevant release time requested pursuant to Section 3.10 and Article 43. However, this requirement is not applicable to joint committee meetings with labor and management attendees; e.g., RWAC, Benefits Trust, Workforce Development and JHCC.

3.12 - Union Offices

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

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

ARTICLE 4 – CHECKOFF[1]

[1] *No change.*

4.01 - Dues Deduction

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

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

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

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

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

4.02 - Fair Share Fee

Any bargaining unit employee who has served sixty (60) days and who has not submitted a voluntary membership dues deduction authorization form to the Employer shall, within thirty (30) calendar days following the effective date of this Agreement as a condition of continuing employment, tender to the Union a representation service fee. The amount shall not exceed the dues paid by similarly situated members of the employee organization who are in the bargaining unit. The Union shall continue to provide an internal rebate procedure which provides for a rebate of expenditures in support of partisan politics or ideological causes not germane to the work of employee organizations in the realm of collective bargaining.

When an employee enters the bargaining unit for any reason, the Employer shall notify the employee of this Article and provide the employee the appropriate deduction forms. Fair share fee deductions shall begin after sixty (60) days of service.

4.03 - Maintenance of Membership

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

4.04 - Religious Accommodation Pursuant to Title VII

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

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

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

4.05 - Indemnification

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

ARTICLE 5 – MANAGEMENT RIGHTS[1]

[1] *No change.*

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

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

ARTICLE 6 – PROBATIONARY EMPLOYEES[1]

[1] *No change.*

6.01 - Probationary Periods

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

All newly hired and promoted employees, and employees who are laterally transferred to a different classification shall serve a probationary period. The probationary period shall be one hundred twenty (120) days for classifications paid at grades 1 to 7 and grades 23 to 28 or one hundred eighty (180) days for classifications paid at grades 8 to 12 and grades 29 to 36. However, the Disability Claims Adjudicator 1, Realty Specialist 1, all Attorney classifications, and the Youth Leader classification in the Schools for the Blind and Deaf shall have a probationary period of twelve (12) months from the effective date of hire, lateral transfer or promotion.

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

The probationary period for all other employees of the Department of Rehabilitation and Correction and Department of Youth Services shall be one hundred eighty (180) days. The probationary period will commence when the employee completes the initial period of training at the Correction Training Academy or the Department of Youth Services Training Academy. Periods worked by such employees prior to attending such

training shall be credited toward the probationary period. Employees who are laterally transferred or promoted shall begin their probationary period on the effective date of the lateral transfer or promotion.

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

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

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

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

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

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

B. Lateral Transfer within the Same Classification

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

C. Demotion

The Employer may require employees who are demoted pursuant to Article 17.04 to serve a trial period equal to one-half of the regular probationary period for the classification, during a trial period, the employee may elect to return to his/her previous position or, if the employee fails to perform the job requirements of the new position to the Employer's satisfaction, the Employer may place the employee back in the position the employee previously held.

D. Inter-Agency Transfer

Employees who accept an inter-agency transfer pursuant to Article 17, shall serve an initial probationary period. If the employee fails to perform the job requirements of the new position to the Employer's satisfaction, the Employer may remove the employee. The employee may not challenge such removal.

E. Cross-Collective Bargaining Agreement Rights

Employees who are in a classification outside of those covered by this Collective Bargaining Agreement and who accept a position in a classification covered by this Collective Bargaining Agreement shall serve an initial probationary period. If the employee fails to perform the job requirements of the new position to the Employer's satisfaction, the Employer may remove the employee. The employee may not challenge such removals.

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

A temporary, intermittent, interim, funded position under a Welfare to Work Initiative or seasonal employee who becomes a permanent employee in the same agency, classification and job duties will be credited with time served if it is connected to their permanent appointment, but no more than one-half (1/2) the length of the probationary period for that classification.

ARTICLE 7 – OTHER THAN PERMANENT POSITIONS

7.01 - Temporary Positions

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

7.02 - Interim Positions

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

B. Internal Interim Appointments to Non-Bargaining Unit Positions

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

7.03 - Intermittent Positions[1]

Intermittent positions are those positions **IN CLASSIFICATIONS COVERED BY THIS AGREEMENT** ~~in which work is of an irregular and unpredictable nature and~~ which do not exceed one thousand (1000) hours per employee in any fiscal year. The Employer agrees not to use intermittent positions to avoid filling permanent full-time positions. The allocation and use of intermittent positions shall be an appropriate subject for the Labor/Management Committee.

ALL INTERMITTENT POSITIONS ARE IN THE UNCLASSIFIED SERVICE. ALL INTERMITTENT POSITIONS ARE SCHEDULED AT THE DISCRETION OF THE EMPLOYER, WITH NO RIGHTS UNDER

[1] *Intermittent positions in bargaining unit classifications are now in the bargaining unit. Intermittents are limited to working 1,000 hours per employee per fiscal year (July 1 through June 30).*

ARTICLE 13, EXCEPT SECTIONS 13.03 AND 13.04. AN EMPLOYEE IN AN INTERMITTENT POSITION MAY BE TERMINATED AT WILL WITHOUT RECOURSE, AND SUCH TERMINATION IS CONSIDERED FOR JUST CAUSE.[2]

EMPLOYEES IN INTERMITTENT POSITIONS SHALL BE HIRED AT STEP 1 OF THE APPROPRIATE PAY RANGE FOR THEIR CLASSIFICATION. THE EMPLOYEES IN THE INTERMITTENT POSITIONS SHALL NOT SERVE A PROBATIONARY PERIOD. THE EMPLOYEES IN THE INTERMITTENT POSITIONS ARE NOT ELIGIBLE FOR STEP INCREASES OR LONGEVITY OR ANY CONTRACTUAL BENEFITS RECEIVED BY PERMANENT EMPLOYEES (E.G. VISION, DENTAL, LIFE, HEALTH INSURANCE, HOLIDAY PAY, LEAVE ACCRUALS, ANY OTHER PAID LEAVE, SHIFT DIFFERENTIAL, PAY SUPPLEMENTS, ETC.). NO CONTRIBUTION WILL BE MADE TO THE UBT OR UET FOR THE INTERMITTENT POSITIONS.[3]

EMPLOYEES IN THE TEMPORARY APPOINTMENT TYPE MAY BE SCHEDULED TO AVOID OVERTIME. EMPLOYEES IN THE TEMPORARY APPOINTMENT TYPE SHALL NOT EARN COMPENSATORY TIME.[4]

INTERMITTENT POSITIONS ARE NOT SUBJECT TO THE LAYOFF PROVISIONS OF ARTICLE 18. EMPLOYEES IN INTERMITTENT POSITIONS SHALL BE TERMINATED BEFORE ANY FULL OR PART-TIME PERMANENT EMPLOYEE IN THE SAME CLASSIFICATION AND WORK UNIT, AS MUTUALLY AGREED, IS LAID OFF. EMPLOYEES IN INTERMITTENT POSITIONS SHALL NOT HAVE RECALL RIGHTS.[5]

7.04 - Seasonal Employees

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

7.05 - Salaries of ~~Temporary, Intermittent,~~ Interim Positions and 1,000 Hour Assignments Positions

Salaries for ~~temporary, intermittent,~~[6] interim positions and 1,000 hour assignments positions shall be equal to the step rate in the pay range of the classification received by permanent employees with an equivalent length of service.

7.06 - Seasonal, Intermittent, Interim, Temporary Overtime

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

7.07 - Welfare to Work Initiative Participants

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

7.08 - Work Scheduling

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

7.09 - Project Employees

Project Employees are an appropriate topic for labor/management committees.

7.10 - Temporary Working Level Pay Supplements

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

ARTICLE 8 – LABOR/MANAGEMENT COMMITTEES

8.01 - Agency Committees

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

8.02 - Committee Purpose and Agenda

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

A. Discuss the administration of this Agreement;
B. Notify the Union of changes contemplated by the Employer which may affect bargaining unit employees;
C. Discuss the future needs and programs of the Employer;
D. Disseminate general information of interest to the parties;

[2] *Intermittents are unclassified and can be terminated at will. Terminations are not grievable; however, other contract violations are grievable.*

[3] *Intermittents are paid at Step 1 and have no probationary period. Intermittents are not eligible for vision, dental, life or health insurance, holiday pay, leave accrual, etc.*

[4] *Intermittents may be scheduled to avoid overtime availability and mandation for permanent employees.*

[5] *Intermittents will be terminated before any full- or part-time employees are laid off.*

[6] *Housekeeping.*

E. Give the union representatives the opportunity to discuss the views of bargaining unit employees and/or make suggestions on subjects affecting those employees;

F. Give the parties the opportunity to discuss the problems that give rise to outstanding grievances and to discuss ways of preventing contract violations and other workplace conflicts from occurring. The parties agree that the discussion of individual grievances is not an appropriate topic for Labor/Management committees;

G. Proposed work rules will be an appropriate subject for discussion; and

H. Such other items as the parties may mutually agree to discuss. All committees will be co-chaired by a Union and an Employer representative. The agenda for each meeting shall be jointly prepared by the co-chairpersons in advance of the meeting. The parties are committed to a timely completion and distribution of the minutes. The minutes shall not be construed as constituting a binding agreement or negotiations between the parties.

8.03 - Time Off

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

8.04 - Labor/Management Relations

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

8.05 - Joint Information Technology (IT) Committee

~~The parties shall each appoint four (4) members to a committee to review, discuss and examine the information technology environment as it applies to the state system. Topics such as, but not limited to, classifications, job groupings, career paths, education and skill sets that are necessary to meet the information technology services needs of state agencies may be examined. The committee shall meet as often as mutually determined that there is a need.~~[1]

A. COMPOSITION[2]

THE PARTIES SHALL EACH APPOINT AN EQUAL NUMBER OF LABOR AND MANAGEMENT REPRESENTATIVES THAT WILL MEET TO ADDRESS INFORMATION TECHNOLOGY WORKFORCE ISSUES. THE COMMITTEE SHALL MEET AT LEAST QUARTERLY OR AS OFTEN AS MUTUALLY DETERMINED THAT THERE IS A NEED.

B. PURPOSE[3]

THE PURPOSE OF THE COMMITTEE IS TO:

1. **REVIEW PRACTICES AND DEVELOP EDUCATION AND TRAINING INITIATIVES THAT HELP BUILD THE CAPACITY OF THE STATE IT WORKFORCE. THE PARTIES ARE COMMITTED TO JOINT INITIATIVES THAT WILL DO THE FOLLOWING:**[4]
   A. **ADDRESS CAREER DEVELOPMENT TO INCLUDE ELEMENTS SUCH AS IDENTIFICATION OF SKILLS/TALENT NEEDS, ASSESSMENT OF STAFF STRENGTHS, IDENTIFICATION OF SKILL GAPS, AND DESIGN OF STAFF DEVELOPMENT PLANS/PROGRAMS. THE PURPOSE IS TO BUILD A CAPABLE AND COMPETITIVE WORKFORCE TO SUPPORT THE STRATEGIC DIRECTION AND OPERATIONAL NEEDS OF THE AGENCY.**[5]
   B. **FORMALIZE A CAREER DEVELOPMENT PROCESS TO IDENTIFY, COMMUNICATE, AND FOSTER THE CRITICAL SKILLS THE EMPLOYER MUST HAVE. THIS INCLUDES TRACKING AND COMMUNICATING CURRENT IT TRENDS, AGENCY SPECIFIC TECHNOLOGY REQUIREMENTS, AND STATEWIDE STANDARDS.**[6]
   C. **CREATE CAREER DEVELOPMENT INITIATIVES THAT WILL INTEGRATE KNOWLEDGE MANAGEMENT AND TRAINING TO BUILD BENCH STRENGTH, REDUCE EMPLOYEE TURNOVER, AND MINIMIZE STAFF AUGMENTATION AND OUTSOURCING.**
2. **HELP ADDRESS WORKFORCE PLANNING ISSUES THAT ARE RELATED TO SKILL SHORTAGES, HIRING OR DEPLOYING THE WORKFORCE, AND MEETING COMPETENCIES REQUIRED BY THE STATE.**
3. **EXAMINE AND JOINTLY ADDRESS HIGH PERFORMANCE WORK INITIATIVES.**
4. **ESTABLISH PROCEDURES TO MAINTAIN AN UPDATED IT CLASSIFICATION SYSTEM THAT MEETS THE NEEDS OF STATE GOVERNMENT THAT INCLUDES RELEVANT JOB DESCRIPTIONS AND APPROPRIATE PAY FOR BARGAINING UNIT EMPLOYEES.**[7]
5. **PROMOTE IMPROVED COMMUNICATIONS BETWEEN BARGAINING UNIT EMPLOYEES AND MANAGEMENT THAT CAN INCLUDE ESTABLISHMENT OF AGENCY LABOR-MANAGEMENT IT COMMITTEES.**[8]
6. **THE COMMITTEE AGREES TO DISCUSS WAYS TO ENCOURAGE INDIVIDUALS TO DEVELOP THE SKILLS AND KNOWLEDGE NECESSARY TO PERFORM STATE IT WORK WITH ALL AVAILABLE RESOURCES INCLUDING UET RESOURCES.**[9]

C. SUBCOMMITTEES

THE STATEWIDE JOINT INFORMATION TECHNOLOGY COMMITTEE MAY ESTABLISH ANY SUBCOMMITTEES THEY DEEM NECESSARY IN ORDER TO FULFILL ITS MISSION. SUBCOMMITTEE MEMBERS MAY INCLUDE AGENCY REPRESENTATIVES, SUBJECT MATTER EXPERTS, OR ANY OTHER PERSONS DEEMED NECESSARY BY THE STATEWIDE JOINT IT COMMITTEE. ALL COMMITTEES WILL MAINTAIN AN EQUAL NUMBER OF MANAGEMENT AND UNION REPRESENTATIVES.

D. IT PERSONAL SERVICES CONTRACTING SUBCOMMITTEE[10]

NOTWITHSTANDING THE SECTIONS OF ARTICLE 39, WITHIN SIXTY (60) DAYS OF THE EFFECTIVE DATE OF THE AGREEMENT, THE PARTIES WILL ESTABLISH A

[1] *Housekeeping.*

[2] *Reconfigured Statewide Joint IT Committee will consist of equal members of Employer and Union representatives and will meet at least quarterly.*

[3] *Describes several distinct purposes of the Statewide Joint IT Committee.*

[4] *Education and training for employees in current jobs will be a significant focus of the Statewide Joint IT Committee.*

[5] *Identifies areas to be addressed regarding career development.*

[6] *Formalizes career development initiatives that help the workforce to be more competitive and reduce outsourcing.*

[7] *Statewide Joint IT Committee will develop a process to keep IT classifications accurate and current so it reflects the work performed by employees and addresses required competencies.*

[8] *Allows for the development of agency-based Joint IT Committees.*

[9] *Encourages bargaining unit members to look at all avenues to support their continued skill development including UET funds.*

[10] *Establishes a labor/management committee to investigate the factors that influence agency decisions to contract out. The committee will identify solutions to result in the use of bargaining unit members to perform work ordinarily contracted out.*

SUBCOMMITTEE FOR THE PURPOSE OF ANALYZING IT PERSONAL SERVICES CONTRACTS. THE SUBCOMMITTEE, IN CONJUNCTION WITH SELECTED STATE AGENCIES, WILL CONDUCT RESEARCH AIMED AT IDENTIFYING THE COST, CAPABILITIES REQUIRED, PERFORMANCE EXPECTATIONS, QUALITY, PROGRAM REQUIREMENTS, OR OTHER FACTORS THAT INFLUENCE CONTRACTING OUT IT PERSONAL SERVICES WORK. THE SUBCOMMITTEE WILL BE PROVIDED ACCESS TO AVAILABLE INFORMATION REGARDING COSTS, PERFORMANCE OUTCOMES/EXPECTATIONS, AND OTHER INFORMATION RELEVANT TO CONDUCTING A COST COMPARISON BETWEEN STATE-OPERATED WORK AND IT PERSONAL SERVICES CONTRACTED WORK. THE GOAL IS TO IDENTIFY POTENTIAL SOLUTIONS TO BETTER USE BARGAINING UNIT EMPLOYEES TO REDUCE IT PERSONAL SERVICES CONTRACTED WORK.

ARTICLE 9 – OHIO EMPLOYEE ASSISTANCE PROGRAM[1]

[1] *No change.*

9.01 - Joint Promotion

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

9.02 - Ohio EAP Advisory Committee

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

9.03 - Ohio EAP Steward Training

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

9.04 - Employee Participation in Ohio EAP

A. Records regarding treatment and participation in the Ohio EAP shall be confidential. No records shall be maintained in the employee's personnel file except those that relate to the job or are provided for in Article 23. In cases where the employee and the Employer have entered into a voluntary EAP Participation Agreement in which the Employer agrees to defer discipline as a result of employee participation in the Ohio EAP treatment program, the employee shall be required to sign appropriate releases of information to the extent required to enable the Ohio EAP staff to provide the Employer with reports regarding compliance or noncompliance with the Ohio EAP treatment program.

B. If an employee has exhausted all available leave and requests time off to have an initial appointment with a community agency, the Agency shall provide such time off without pay.

C. The Employer or its representative shall not direct an employee to participate in the Ohio EAP. Such participation shall be strictly voluntary.

D. Seeking and/or accepting assistance to alleviate an alcohol, other drug, behavioral or emotional problem will not in and of itself jeopardize an employee's job security or consideration for advancement.

ARTICLE 10 – CHILD CARE[1]

[1] *No change.*

10.01 - Child Care Expenses Reimbursement Program

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

A. Eligibility

1. Employees must have been employed full time since January 1 of the previous year to receive full reimbursement; provided however, that
2. Full-time employees whose employment began after January 1 of the previous year and part-time employees are eligible for this program on a prorated basis based on the number of hours worked in a calendar year.
3. For the calendar year beginning January 1, 1997 the employee's adjusted gross family income for the calendar year for which they seek child care expenses reimbursement shall not exceed $35,000.
4. The employee had employment-related child care expenses in the previous calendar year equal to or greater than the amount of the payment as provided in Section C below;
5. Employment-related child care expenses must have been for those children defined pursuant to IRS Section 129, at the time the expenses were incurred.

B. Verification

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

C. Reimbursement Schedule

Maximum reimbursement shall be as follows:

1. $500.00 for one eligible child.

2. $800.00 for two eligible children.
3. $100.00 for each eligible child thereafter to a maximum family allotment of $1000.00.

D. Proration

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

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

10.02 - Dependent Care Spending Account Program

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

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

10.03 - Communication of Programs to Employees

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

ARTICLE 11 – HEALTH AND SAFETY

11.01 - General Duty

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

11.02 - Personal Protective Clothing and Equipment

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

11.03 - Unsafe Conditions

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

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

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

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

11.04 - Workplace Violence

The Employer and the Union recognize that violence against employees is serious and requires violence prevention programs. Agencies will develop practices and procedures aimed at reducing risk of job-related violence. Agency plans shall consider OSHA guidelines for preventing workplace violence to guide development of each agency plan. Agency

plans shall be reviewed with the agency Health and Safety Committee which shall be provided an opportunity for input.

11.05 - Communicable Diseases

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

The Employer recognizes that some employees who work with individuals infected with hepatitis B virus may be at increased risk of acquiring hepatitis B infection. In accordance with the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) guidelines, hepatitis B vaccinations shall be made available to all employees who have high risk occupational exposure to the virus. Low risk employees will have vaccinations made available post exposure, within the timelines required under federal regulations, i.e., if exposed to blood or other potentially infectious materials. Post exposure evaluation and follow-up consultations will be made available for all employees who experience an exposure incident. "Occupational exposure" shall have the same meaning in this Agreement as is contained in the OSHA guidelines. Hepatitis B vaccinations shall be offered within ten (10) working days of initial assignment to employees who have occupational exposure to blood or other potentially infectious materials. Employees who decline the initial vaccination may, at a later date, request and obtain the vaccination from the Employer. All hepatitis B vaccinations and related medical procedures pertaining to its administration are to be made available at no cost to the employee. Mandatory Tuberculosis screening may be conducted annually for all employees in Agencies with higher incidence of risk. Based on the risk assessment, some employees or work areas may need to be tested more often than annually. Such additional testing will be based upon Centers for Disease Control (CDC) guidelines. The Employer will hold the employee harmless from any costs incurred as a result of additional tests or x-rays incurred as a result of an initial positive reaction.

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

11.06 - The Right-to-Know About Toxic Substances

All employees shall have access to information on all toxic substances in the workplace pursuant to current O.S.H.A. regulations.

11.07 - First Aid and CPR (Cardiopulmonary Resuscitation)

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

In addition to those employees currently required, all direct care and custody staff within the Department of Rehabilitation and Correction (DR&C) and Department of Youth Services (DYS) shall be required to be certified and maintain said certification in C.P.R. and shall have first aid training. In DR&C~~, within ninety (90) days or as mutually agreed to otherwise,~~ the Agency Health and Safety Committee ~~will review and make a recommendation on the appropriate equipment (including but not limited to masks, gloves, etc.) and distribution of such equipment to be provided for staff use. Management agrees that the mandatory training shall not be implemented until such time as the joint recommendation has been accepted. If no joint recommendation is made, the issue shall be put before an Arbitrator, per Article 25, for resolution. The Health and Safety Committee~~[1] will also review medical protocol(s) and policies related to staff exposure to blood and bodily fluids. The Health and Safety Committee will review and make recommendations on staff education and training regarding blood and bodily fluid exposure that may result from an employee providing C.P.R.

[1] *Housekeeping.*

11.08 - Video Display Terminals

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

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

11.09 - Working Alone

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

11.10 - Asbestos

If an employee from an agency not housed in a state-owned facility has reason to suspect that there may be friable asbestos in that building, he/she may request an asbestos inspection by the Public Employees Risk Reduction Program (PERRP). PERRP will investigate the complaint and issue a report to the appropriate agency, to the employee, and to the appropriate Health and Safety Committee if such committee participated in the filing of the complaint. If asbestos is found in sufficient quantities to require abatement, the Employer will inform the building owner of the need to comply with the abatement order as required under the terms of State leases.

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

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

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

11.11 - Concern for Pregnancy Hazards

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

11.12 - Health and Safety Committees

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

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

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

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

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

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

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

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

11.13 - Physical Exams

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

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

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

11.14 - Duty to Report

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

11.15 - Vehicle Inspection

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

11.16 - Water and Restroom Facilities

Safe, chilled drinking water will be provided to all employees. Employees shall have access to restroom facilities in close proximity to their place of employment except for road or field crews. Road or field crews working at a fixed location such as a construction site shall have access to a port-a-john. Whenever restroom facilities are not available, the Employer will make a good faith effort to provide transportation for employees to travel to a restroom upon request. In institutions, employees' restrooms shall be separate from those used by residents or inmates whenever practical. The discussion of separate restrooms shall be an appropriate topic for labor/management meetings.

11.17 - Personal Property

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

11.18 - Lounge Areas

Existing lounges shall be maintained by the Employer.

11.19 - Emergency Phone Use

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

ARTICLE 12 – STAFFING CONCERNS[1]

[1] *No change.*

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

ARTICLE 13 – WORK WEEK, SCHEDULES AND OVERTIME

13.01 - Standard Work Week

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

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

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

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

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

13.02 - Work Schedules

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

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

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

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

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

13.03 - Meal Periods

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

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

13.04 - Rest Periods

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

13.05 - Reassignments within Institutions

A. Temporary reassignments, within institutions, may be required:
   1. To meet abnormal work loads;
   2. In the temporary absence of an employee where delay of the performance of duties would be unreasonable;
   3. Pending recruitment.

   Temporary reassignments under this Section shall not normally exceed thirty (30) work days but under no circumstances exceed ninety (90) work days where it is in the best interest of the youth, client, resident, patient or inmate population not withstanding provisions of Section 24.05 or pending recruitment (unless mutually agreed to by the Union and the Agency). Reassignment shall be on a seniority basis within the work area

within the classification needed to provide the temporary coverage. Should more than one employee desire the available temporary reassignment, such reassignment shall be awarded on the basis of seniority, with the most senior employee being given first choice. Should no employee desire the reassignment, the least senior employee shall be reassigned first.

B. An emergency reassignment may be required. An emergency is defined as an infrequent, unexpected, rare occurrence; not an everyday event. In no event shall an emergency reassignment of any employee exceed eight (8) work days. Emergency reassignments shall be on a seniority basis within the classification needed within the work area most able to provide the emergency coverage. Should no employee desire the reassignment, the least senior qualified employee shall be reassigned first.

C. If a specific certificate, license, training and/or immunization is required for the reassignment, the Employer shall canvass those employees within the classification who meet these criteria in the order specified above.

D. When the Employer has advance knowledge of planned absences that will result in the reassignment of employees, then it will notify the affected employees of the reassignment as soon as possible.

E. The creation of additional float or relief positions is an appropriate topic for Labor/Management Committee meetings.

13.06 - Report-In Locations

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

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

13.07 - Overtime

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

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

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

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

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

Except as otherwise established by the Employer an employee's posted regular schedule shall not be established in such a manner to require the Employer to pay overtime. An employee's posted regular schedule shall not be changed solely to avoid the payment of overtime within a single workweek or pay period.

Emergency Overtime

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

13.08 - Call-Back Pay

Employees who are called to report to work and do report outside their regularly-scheduled shift will be paid a minimum of four (4) hours at the employees total rate of pay or actual hours worked (i.e., if actual hours worked exceeds 2.67 hours) at the overtime rate, whichever is greater providing such time does not abut the employee's regular shift. Call-back pay at straight time is excluded from the overtime calculation. Work which is to be performed at the employee's residence shall not be subject to callback pay, but shall be paid at the applicable regular or overtime rate for the time worked.

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

13.09 - Report Pay

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

13.10 - Payment for Overtime

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

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

Compensatory Time

The employee may elect to accrue compensatory time off in lieu of cash overtime payment for hours in an active pay status more than forty (40) hours worked in any calendar week. Compensatory time off will be earned on a time and one-half (1 1/2) basis. The maximum accrual of compensatory time shall be two hundred forty (240) hours. When the maximum hours of compensatory time accrual is attained, payment for overtime work shall be made. Compensatory time must be used within ~~two hundred seventy (270)~~ **THREE HUNDRED SIXTY-FIVE (365) CALENDAR**[1] days from when it was earned. Compensatory time not used within ~~two hundred seventy (270)~~ **THREE HUNDRED SIXTY-FIVE (365)** days shall be paid to the employee in **THE PAY PERIOD IMMEDIATELY FOLLOWING THE PAY PERIOD WHICH CONTAINED THE THREE HUNDRED SIXTY-FIFTH DAY (365TH)**[2] at the employee's current regular rate of pay. Any employee who has accrued compensatory time off and requests use of this compensatory time shall be permitted to use such time off within a reasonable period after making the request or, if such use is denied, the compensatory time requested shall be paid to the employee at his/her option to a maximum of eighty (80) hours in any pay period. Compensatory time is not available for use until it appears on the employee's earnings statement and on the date the funds are made available.

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

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

[1] *Compensatory time will be available for use for 365 calendar days from the date it was earned. In the event the time is not used within 365 days, it shall be automatically paid to the employee.*

[2] *The payment should appear in the paycheck two pay periods after the expiration of the hours.*

13.11 - Wash-Up Time

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

13.12 - Stand-By Pay

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

13.13 - Flextime/Four Day Work Week

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

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

13.14 - Shift Rotation, Swing Shifts and Split Shifts

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

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

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

13.15 - Emergency Leave

A. Weather Emergency

Employees directed not to report to work or sent home due to a weather emergency as declared by the Director of the Department of Public Safety, shall be granted leave with pay at regular rate for their scheduled work hours during the duration of the weather emergency. The Director of the Department of Public Safety is the Governor's designee to declare a weather emergency which affects the obligation of State employees to travel to and from work. Employees required to report to work or required to stay at work during such weather emergency shall receive their total rate of pay for hours worked during the weather emergency. In addition,

employees who work during a weather emergency declared under this section shall receive a stipend of eight ($8.00) dollars per hour worked.

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

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

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

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

B. Other Than Weather Emergency

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

13.16 - Time Clocks

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

ARTICLE 14 – QUALITY SERVICES THROUGH PARTNERSHIP[1]

[1] *No change.*

14.01 - Statement of Principle

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

14.02 - Scope of Activities

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

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

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

14.03 - Steering Committees

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

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

14.04 - Training

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

14.05 - Employment Security Assurances

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

ARTICLE 15 – EMPLOYMENT SECURITY[1]

[1] *No change.*

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

A. Joint Statewide Employment Security Committee

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

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

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

B. Dislocated Worker Programs

To the extent that funding through Rapid Response, or other funding source, is sufficient to support such efforts worker adjustment committees and regional worker adjustment committees shall continue.

1. Worker Adjustment Committees

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

2. Regional Worker Adjustment Committees

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

C. Transitional Work Programs

Each agency may elect to form a joint committee (or to utilize its health and safety committee) to explore alternative employment opportunities within that agency, or other agencies, for employees who are

disabled. These committees shall have the authority to discuss only those matters contained in this Article. These committees shall have no authority to amend or negotiate any matter, but may make recommendations regarding such matters. Each committee shall be made up of an equal number of representatives from the Union and the Employer and members will be released with pay, to include travel time, from their regularly scheduled work hours.

ARTICLE 16 – SENIORITY

16.01 - Definitions

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

A. "State seniority" - the total OCSEA bargaining unit seniority credits accrued since the employee's last date of hire with the state, except as modified by Section 16.02.

B. "Institutional seniority" - the total seniority credits accrued since the employee's last date of hire or transfer into the specific institution where the employee is currently employed; except that in the Department of Rehabilitation and Correction and the Department of Youth Services transfer of institutional seniority credits into newly activated institutions shall be as follows:

1. Bargaining unit employees who are transferred through the 30th day after the first youth or inmate (other than cadre) arrives shall carry with them their institution seniority credits;
2. Bargaining unit employees who are transferred after the 30th day from the time the first youth or inmate (other than cadre) arrives shall not be permitted to transfer institution seniority credits.

C. "Seniority credit" - the total number of pay periods during which an employee held or had a right to return to a bargaining unit position, including periods of absence resulting from suspension, leaves of absence whether paid or unpaid, disability leave, leave for periods of workers' compensation (up to three years), and layoff (for as long as the employee remains on the recall list). Part-time employees experiencing similar periods of absence shall be credited with seniority at a rate determined by the average hours in active pay status during their last six (6) full pay periods.

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

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

16.02 - Exceptions

A. Return from Disability Separation/Disability Retirement

An employee who makes application for reinstatement within three years from the date of disability separation or five years from the date of disability retirement and is properly reinstated shall receive seniority credits and service credits for the period of disability separation/or disability retirement.

B. Non-bargaining Unit Service

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

C. Initial Probationary Period

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

16.03 - Ties

Ties in State seniority shall be broken in the descending numeric order of the last four digits of the employee's ~~social security~~ **EMPLOYEE ID** number. The highest number will be 9999 and the lowest will be 0000. Any remaining ties will be broken by lot. Ties in Institutional seniority shall be broken in the order of State seniority.[1]

Where the relative ranking of seniority has been previously established ~~by the time stamped on the employee Personnel Action by the Department of Administrative Services and then by comparison of the last four digits of the employee's social security number~~, such relative ranking shall not be changed.[2]

16.04 - Seniority Rosters

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

16.05 - ~~Conversion~~ STATEWIDE SENIORITY CREDIT TRIBUNAL

~~The following principles and procedures shall apply to the conversion from a date-based seniority system to a system based upon seniority credits:~~

[1] *Each state employee has been assigned an Employee ID number, and ties in seniority credits will be broken by using the last four digits of the Employee ID number.*

[2] *If, in the past, the time stamp on an individual employee's original Personnel Action was used to break a tie such decision will not be changed.*

~~A. Principles, methods or understandings used to determine seniority standing or to resolve disputes over relative seniority ranking under prior agreements will not be altered by the provisions of this Agreement. That is, if a seniority dispute has previously been raised and resolved, the prior resolution of that matter will stand.~~

~~B. Effective September 1, 1994, seniority credits shall replace seniority dates as the basis for determining relative seniority standing or seniority rights under this Agreement.~~

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

THE PARTIES AGREE TO ESTABLISH A STATEWIDE SENIORITY CREDIT TRIBUNAL (TRIBUNAL) TO REVIEW SENIORITY CREDIT TOTALS WHICH MAY HAVE BEEN AFFECTED BY ISSUES INCLUDING, BUT NOT LIMITED TO, TRANSFERS, PROMOTIONS, DEMOTIONS, PRIOR SERVICE CONVERSIONS, ETC. THE TRIBUNAL SHALL BE COMPOSED OF TWO OCSEA BARGAINING UNIT MEMBERS, A REPRESENTATIVE FROM OCB AND A REPRESENTATIVE FROM OCSEA.[3]

BEGINNING APRIL 1, 2009, ALL BARGAINING UNIT EMPLOYEES SHALL BE NOTIFIED TO REVIEW THEIR SENIORITY CREDITS FOR ANY DISCREPANCIES. DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE APPROPRIATE AGENCY EMPLOYEE FOR REVIEW AND POSSIBLE CORRECTION BY COMPLETING A "SENIORITY CREDIT DISCREPANCY FORM" (SCD).[4] **IN THE EVENT NO CHANGE IS MADE OR THE EMPLOYEE BELIEVES THAT FURTHER CHANGE IS WARRANTED, THE COMPLETED SCD FORM SHALL BE FORWARDED TO THE TRIBUNAL FOR DISPOSITION.**

ALL SCD FORMS MUST BE RECEIVED BY THE TRIBUNAL NO LATER THAN AUGUST 1, 2009. FORMS RECEIVED AFTER THIS DATE WILL BE DIRECTED TO AN NTA PROCESS.[5]

THE TRIBUNAL SHALL CONVENE NO LATER THAN JUNE 1, 2009 AND SHALL MEET ON AN "AS NEEDED" BASIS TO ADDRESS SENIORITY CREDIT ISSUES. TRIBUNAL TIME SHALL BE THE SAME AS TIME UNDER ARTICLE 3.03 THE DECISIONS OF THE TRIBUNAL SHALL NOT BE GRIEVABLE. AN APPEAL OF A TRIBUNAL DECISION MAY BE FILED WITH THE TRIBUNAL ALONG WITH ADDITIONAL INFORMATION. IF ANY MODIFICATION TO THE CALCULATION IS MADE, A NEW NOTICE OF DECISION WILL BE ISSUED. OTHERWISE, NO OTHER ACTION SHALL BE TAKEN. THE TRIBUNAL SHALL REVIEW ALL FORMS RECEIVED AND OBTAIN ANY ADDITIONAL INFORMATION, INCLUDING EHOC'S/PA'S, NECESSARY TO MAKE A DECISION. A WRITTEN DECISION SHALL BE SENT TO THE AFFECTED EMPLOYEE, THE UNION REPRESENTATIVE AND THE APPROPRIATE AGENCY EMPLOYEE.[6]

IN THE EVENT THAT NON-BARGAINING UNIT EMPLOYEES ENTER THE BARGAINING UNIT, THE UNION SHALL CONTACT THE TRIBUNAL TO REVIEW AND VERIFY THOSE EMPLOYEES' SENIORITY CREDITS. THIS REVIEW IS TO BE INITIATED WITHIN SIX (6) PAY PERIODS OF THE PAY PERIOD IN WHICH THE UNION IS NOTIFIED OF THE PERSONNEL ACTION.[7]

IN THE EVENT THAT AN AGENCY HAS A LARGE NUMBER OF SENIORITY CREDIT ISSUES AS THE RESULT OF A REORGANIZATION, LAYOFF, MERGER, ETC., THE AGENCY MAY ESTABLISH AN AGENCY WIDE TRIBUNAL WHICH SHALL UTILIZE THE GUIDELINES AND PROCEDURES FOR DETERMINING OCSEA SENIORITY CREDITS ESTABLISHED BY THE STATEWIDE TRIBUNAL. THIS PROCESS MAY ALSO BE UTILIZED TO REMEDY SENIORITY ISSUES BROUGHT TO LIGHT DURING VACATION CANVASSES AND/OR PICK-A-POST COMMITTEES. WHERE THE PARTIES ARE UNABLE TO RESOLVE THE ISSUE(S), A SENIORITY CREDIT DISCREPANCY (SCD) FORM SHALL BE COMPLETED AND FORWARDED TO THE STATEWIDE TRIBUNAL FOR FINAL DETERMINATION.[8]

ADDITIONALLY, THE STATEWIDE TRIBUNAL SHALL CREATE A FLOW CHART TO PROCESS ISSUES RELATED TO PROCESSING THE SENIORITY CREDIT ACCRUALS.

IN THE EVENT A GRIEVANCE INVOLVING SENIORITY CREDITS HAS BEEN FILED UNDER ARTICLE 25, THE GRIEVANCE SHALL BE IDENTIFIED AND ATTACHED TO THE SCD FORM AND FORWARDED TO THE STATEWIDE TRIBUNAL FOR PROCESSING. FORMS WITH GRIEVANCES ATTACHED SHALL BE GIVEN PRIORITY IN PROCESSING BY THE TRIBUNAL.[9]

[3] *Establishes a Statewide Seniority Credit Tribunal (Tribunal) to review discrepancies in seniority credit calculations.*

[4] *In 2009, employees will be asked to review their seniority credits. Discrepancies will be reviewed by an agency designee.*

[5] *If the discrepancy cannot be resolved or the resolution is unsatisfactory, the "Seniority Credit Discrepancy Form" (SCD) must be forwarded to the Tribunal no later than August 1, 2009.*

[6] *Beginning June 1, 2009, the Tribunal shall meet on an as-needed basis to address outstanding issues and to create a flow chart process to address seniority credit issues. Decisions of the Tribunal are not appealable and shall be sent to the affected employee, the Union representative and the agency designee.*

[7] *If a non-OCSEA bargaining unit or exempt employee enters the bargaining unit, the Tribunal shall review and verify any available seniority credits.*

[8] *Where an agency is going through reorganization, layoff, merger, etc., the agency may use an agency-based Tribunal process. The process may also be used to correct seniority issues found during vacation canvasses and Pick-A-Post.*

[9] *If a grievance is filed on seniority credits, it shall be forwarded to the Tribunal.*

ARTICLE 17 – PROMOTIONS, TRANSFERS, DEMOTIONS AND RELOCATIONS

17.01 - Policy

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

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

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

17.02 - Definitions

A. "Permanent transfer" is the movement of an employee in the same classification, to a posted vacancy within the same agency from either one county to another or from one institution to another.

B. "Promotion" is the movement of an employee to a posted vacancy in a classification with a higher pay range within the same agency. A higher pay range is defined as a pay range in which the first step or the last step has a higher pay rate than the first or last step of the pay range to which the employee is currently assigned.

C. "Permanent relocation" is the movement of an employee and his/her position to another location within the same headquarters county. Relocations do not constitute the filling of a vacancy.

D. "Headquarters county" is the county in which the employee is employed.

E. "Vacancy" is an opening in a permanent full-time or permanent part-time position within a specified bargaining unit covered by this Agreement which the agency determines to fill and does not include those positions identified through mutual agreement between the Union and the Agency as being subject to reorganization, changes in appointment category (type), or a movement that constitutes a demotion.

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

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

F. "Lateral transfer" is defined as an employee-requested movement to a posted vacancy within the same agency which is in the same pay range as the classification the employee currently holds.

G. "Demotion" is defined as the movement of an employee to a position in a classification with a lower pay range within the same agency. A lower pay range is defined as a pay range in which the first or last step has a lower rate of pay than the first or last step of the pay range to which the employee is currently assigned.

H. "Inter-Agency Transfer" is defined as an employee-requested movement to a posted vacancy in a different agency. Should the employee be selected for an inter-agency transfer to a position with a higher pay range than that currently held by the employee, the employee shall be placed in the step to guarantee an increase of approximately four percent (4%). Should the employee be selected for an inter-agency transfer to a position in the same pay range currently held by the employee, the employee shall be placed in the same step of the pay range. Should the employee be selected for an inter-agency transfer to a position in a lower pay range than that currently held by the employee, the employee shall be placed in the step closest to but not to exceed the step currently held by the employee. Nothing in this section precludes the Employer from utilizing an advance step placement at its discretion.

17.03 - Posting

All vacancies within the bargaining units that the Agency intends to fill shall be posted in a conspicuous manner throughout the region, district or state as defined in Appendix J. In cases of vacancies that are to be filled by permanent transfer(s), the vacancies shall be posted only in areas of declared excess. The agencies shall declare on the vacancy posting its intent to fill by 1) permanent transfer or 2) by promotion, transfer or demotion. Further, vacancy notices will list the deadline for application, pay range, class title and shift where applicable, the knowledge, abilities, skills, and duties as specified by the position description. **IF THE EMPLOYER HAS DESIGNATED THE POSITION AS DATA SECURITY SENSITIVE, THE VACANCY NOTICE WILL ALSO LIST IF THE FINAL APPLICANT WILL BE REQUIRED TO SUCCESSFULLY COMPLETE A BACKGROUND CHECK.**[1] 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 for permanent transfers, promotions, lateral transfers or demotions. Applicants must specify on the application how they possess the minimum qualifications for the position. Upon receipt of all bids the Agency shall divide them as follows:

For the vacancies that the Employer intends to fill by promotion, lateral transfer, or demotion, the applications shall be divided 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.
5. All other employees of the State (Inter-Agency Transfer).

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

Employees serving either in an initial probationary period, trial period or promotional probationary period, shall not be permitted to bid on job vacancies. An employee who fails to complete the probationary period for a position shall be restricted from bidding on the same classification for six (6) months from date employee probationarily demoted. In the Environmental Protection Agency (EPA) and Public Utilities Commission of Ohio (PUCO), the bidding restriction for failure to complete a probationary period shall only apply to the same classification within the same division.

An employee shall be permitted to bid on a job vacancy while receiving **WORKER'S COMPENSATION, OIL, SALARY CONTINUATION OR**[2] 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.

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.[3]

[1] *If background checks are required for a position, the agency must list it in the posting.*

[2] *Allows employees to bid on vacancies while receiving Workers' Compensation, OIL and Salary Continuation benefits.*

[3] *Clarifies that management can deny an employee a position because of the results of a 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.

Interviews may be scheduled at the discretion of the Agency. Such interviews may cease when an applicant is selected for the position.

A.
1. The Agency shall first review the bids of the applicants from within the office, county or "institution."
2. If no selection is made in accordance with the above, then the Agency will first consider those employees filing bids under Sections 17.04(2) and 17.04(3). Employees bidding under Sections 17.04(4) shall have grievance rights through Step Three (3) to grieve non-selection. Employees bidding under Sections 17.04(5) shall have no rights to grieve non-selection.
3. If a vacancy is not filled as a promotion pursuant to Sections 17.04 and 17.05, bids for a lateral transfer shall be considered. Consideration of lateral transfers shall be pursuant to the criteria set forth herein. The Agency shall consider requests for lateral transfers before considering external applications. Employees bidding under Section 17.04(4) shall have grievance rights through Step Three (3). Employees bidding under Section 17.04(5) shall have no rights to grieve non-selection. The successful applicant shall possess and be proficient in the minimum qualifications of the position description and the classification specification. If there are multiple applicants, the selection will be made from the most senior applicant who meets minimum qualifications as stated above.
4. If a vacancy is not filled as a promotion pursuant to Sections 17.04 and 17.05 or by lateral transfer, bids for demotions shall be considered. Employees bidding under Section 17.04(4) shall have grievance rights through Step Three (3). 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 twenty-five percent (25%) 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 - Proficiency Instruments/Assessments

The Employer may use proficiency testing and/or assessments to determine if an applicant meets minimum qualifications and, if applicable to rate applicants pursuant to Section 17.05. Proficiency tests or other assessments shall be released only to a Union designee who is not an employee of the State of Ohio that will use a review process that assures maintenance of security and integrity of the test.

17.07 - Permanent Transfers

A. When it is determined by the Employer that a vacancy exists in a classification for which there are excessive employees located in an institution or in counties other than the headquarters county of the vacant position, then the permanent transfer vacancy posting process may be utilized. In this case, only employees in the same classification as the posted vacancy located in the declared areas of excess shall be eligible to apply for the vacancy. Applications shall be listed according to those in the same classification who possess and are proficient in the minimum qualifications of the classification specification and position description of the posted position in descending order of the most senior to the least senior. The applicant who possesses and is proficient in the minimum qualifications of the classification specification and position description and has the most seniority shall be selected.

B. The successful applicant(s) for all permanent transfers shall serve a trial period equivalent to one half (1/2) the probationary period that corresponds to the classification of the vacancy as listed in Section 6.01. During this trial period, the Employer maintains the right to place the employee back in the previous site prior to the transfer if the employee fails to perform the job requirement of the new position to the Employer's satisfaction.

C. Each agency will identify the areas deemed to be in excess and will notify the Union of excesses as soon as practicable. Notices to the Union of a layoff or job abolishment shall be considered adequate notice of an excess.

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

17.08 - Permanent Relocation

Permanent relocations do not apply where there are Pick-A-Post and/or work area agreements.

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

Permanent relocations shall function as follows:

A. The agency shall canvass the areas of excess for volunteers to move to the area of need. This canvass shall be accomplished by a posting of the relocation opportunity for three (3) workdays.

B. The agency shall relocate the volunteer that possesses and is proficient in the minimum qualifications and has the most seniority.
C. If there are no volunteers in the area(s), the agency may relocate the employee with the least seniority who possesses and is proficient in the minimum qualifications of the classification specification in the position description, to the area of need.
D. In cases of involuntary relocation, the employee has a preferential right to return to the previous job site from which he/she was relocated for up to one 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 1250 hour temporary work assignment referenced in paragraph D of the ODOT Agency Specific Agreement.

ARTICLE 18 – LAYOFFS[1]

[1] *No change.*

18.01 - Layoffs

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

18.02 - Guidelines

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

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

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

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

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

18.03 - Implementation of Layoff Procedure

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

The agency shall submit notice of a layoff to the Union no later than the time at which the agency submits its rationale to DAS/Division of Personnel. 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 in lesser appointment categories (types) that are outside the bargaining unit shall be given the maximum retention points available for their performance evaluations. This award of retention points is to be done under the Code provisions that state if a performance evaluation is not completed, the employee receives the maximum points available [123:1-41-09(B)(3)]. The remainder of the employee's retention points shall be calculated 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 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 interagency mergers. The Union will have a role in discussing bargaining unit members' continued employment and other affects on their membership. This paragraph shall not constitute a waiver of any rights.

18.17 - Alternate Procedures

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

18.18 - Layoff Committee

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

18.19 - Notice to Other Agencies

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

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

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

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

ARTICLE 19 – WORKING OUT OF CLASS[1]

[1] *No change.*

19.01 - Position Descriptions

New employees shall be provided a copy of their position description. When position descriptions are changed, employees shall be furnished a copy. Any employee may request a copy of his/her current position description and classification specification.

19.02 - Grievance Steps

Step One (1) - Filing the Grievance with the Agency Director or Designee

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

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

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

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

Step Two (2) - Appeal to Arbitration

Grievances which have not been settled under the foregoing procedure may be appealed to arbitration by the Union by providing a written appeal and a legible copy of the Working Out of Class grievance form to the Deputy Director of the Office of Collective Bargaining within twenty (20) days of the Step One (1) answer or the date such answer was due. If the Employer fails to issue the answer and legible copy of the grievance form to the Central Office, the Union may appeal the grievance to arbitration at such time as it discovers such failure to timely answer, but not more than one-hundred twenty (120) days from the original filing of the grievance.

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

Present at the hearing shall be a union representative, the grievant or the employee whose duties are being challenged, and a management representative and agency designee who will present their arguments to the arbitrator. The employee's position description will be admitted into evidence at the hearing. If the Union disagrees with the accuracy of the position description, it may file objections with the Management advocate accompanied by its version of what actual duties were performed at least two (2) days in advance of the arbitration hearing. The objections filed

by the Union will be admitted into evidence. The arbitrator will issue a binding bench decision at the conclusion of the hearing, which will identify if the employee was working out of classification and for what period of time. If the arbitrator determines that the employee is performing duties in a classification which carries a higher pay range than the employee's current classification, the arbitrator shall order the Employer to immediately discontinue such assigned duties. If the arbitrator determines the duties of the position to be of a lower classification, the arbitrator shall order the Employer to immediately discontinue such assigned duties. The arbitrator's decision concerning a lower classification is restricted to determining whether duties are performed for a substantial portion of time. Only when the employee is performing duties inconsistent with the employee's original classification assignment more than eighty percent (80%) of the employee's time will a determination be made to instruct the Employer to discontinue the assigned duties.

The determination of a monetary award shall be in accordance with Section 19.02 Step One (1) above. However, if the Union and the Office of Collective Bargaining agree that the higher level duties are of a permanent nature and that the situation is otherwise in compliance with the provisions of this Article, they may mutually agree to reclassify the employee to the higher level classification. Likewise, the parties mutually agree to reclassify the employee to a lower classification.

The remedy ordered at any step of the grievance procedure, including a monetary award, shall be in accordance with Section 19.02 - Step One (1), above.

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

19.03 - Holding Classes

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

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

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

The remedy ordered at any step of the grievance, including a monetary award, shall be in accordance with Section 19.02 - Step One (1) above.

19.04 - No Pre-positioning

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

ARTICLE 20 – BENEFITS

20.01 - Health Care, Eligibility, Open Enrollment

A. General

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

B. Open Enrollment

At least every other year the Employer shall conduct an open enrollment period, at which time employees shall be able to enroll in a health plan, continue enrollment in their current plan, or switch to another plan, subject to plan availability in their area. The timing of the open enrollment period shall be established by the Director of the Department of Administrative Services (DAS), in consultation with the Joint Health Care Committee (JHCC).

OPEN ENROLLMENT FAIRS WILL BE SPONSORED BY THE EMPLOYER IN THOSE YEARS WHEN A SIGNIFICANT CHANGE IN THE BENEFITS PROGRAM HAS BEEN IMPLEMENTED. SUCH A CHANGE WOULD INCLUDE, BUT NOT BE LIMITED TO, NEW INSURANCE VENDORS, ELIMINATION OF EXISTING INSURANCE VENDORS, AND SIGNIFICANT CHANGES TO THE INSURANCE PLAN DESIGN. THE JHCC WILL EVALUATE THE NEED FOR OPEN ENROLLMENT FAIRS AND WILL MAKE A RECOMMENDATION TO THE DIRECTOR OF ADMINISTRATIVE SERVICES IF IT IS DETERMINED THAT OPEN ENROLLMENT FAIRS ARE NEEDED DURING A PARTICULAR OPEN ENROLLMENT PERIOD. WHENEVER POSSIBLE, THE RECOMMENDATION WILL BE MADE AT LEAST SIX (6) MONTHS IN ADVANCE OF THE OPEN ENROLLMENT PERIOD TO ALLOW FOR ADEQUATE TIME TO PLAN FOR AND ORGANIZE THE OPEN ENROLLMENT FAIRS. FAIRS WILL BE PUBLICIZED AMONG STATE EMPLOYEES AND EMPLOYEE ATTENDANCE AT THE FAIRS WILL BE ALLOWED AND ENCOURAGED SUBJECT TO THE LEGITIMATE SCHEDULING NEEDS OF THE EMPLOYER.[1]

~~The Employer shall make all reasonable efforts to ensure that open enrollment fairs are held during open enrollment, that such open enrollment fairs are well-publicized and subject to the scheduling needs of the Employer, to facilitate employee attendance at these health fairs.~~

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

C. CHANGES OUTSIDE OF OPEN ENROLLMENT[2]

In order to maintain premium payment with pre-tax earnings, any changes outside of open enrollment must be in compliance with the applicable rules of the Internal Revenue Code Section 125 which may include but not be limited to the following:

Changes from single to family and family to single may occur if requested within thirty-one (31) days of any of the following events:

[1] *Allows the JHCC a role in recommending open enrollment fairs.*

[2] *Housekeeping.*

1.~~(a)~~ After marriage, death of a spouse, divorce, legal separation, or annulment, in which case coverage becomes effective the first day of the month following the month of application.

2.~~(b)~~ Birth, adoption, placement for adoption, or death of a dependent, in which case coverage becomes effective with the birth, adoption, or placement of a child or date of death.

3.~~(c)~~ Termination or commencement of employment by the employee, spouse or dependent, in which case coverage becomes effective the first day of the month following the month of application.

4.~~(d)~~ Reduction or increase in hours of employment by the employee (including layoff or reinstatement from layoff), spouse, or dependent, including a switch between part-time and full-time, strike, lockout, or commencement, return to work from an unpaid absence, or change in work site in which case coverage becomes effective the first day of the month following the month of application.

5.~~(e)~~ Return to work through order of arbitration or settlement of a grievance, or any administrative body with authority to order the return to work of an employee.

6.~~(f)~~ The employee's dependent satisfies or fails to satisfy the requirement of the definition of dependent due to attainment of age, student status or any similar circumstance as provided in the Health Plan under which the employee receives coverage.

7.~~(g)~~ If the plan receives a Qualified Medical Child Support Order (QMED) pertaining to an employee's dependent, the employee may elect to add or drop the child to the plan depending upon the requirement of the QMED.

8.~~(h)~~ If an employee, spouse, or dependent who is enrolled in a health plan becomes entitled to coverage (i.e. enrolled) under Part A or Part B of Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under section 1928 of the Social Security Act (the program for distribution of pediatric vaccines).

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

Requests for changes pursuant to sections ~~(a)~~ **(1)** through ~~(i)~~ **(9)** must be supported by proper documentation.

10.~~(j)~~ An employee may change health plans if the employee either no longer resides or no longer works in the service area of the employee's current health plan.

D.~~C.~~ Eligibility

All permanent full-time and part-time employees, including established-term appointments (ETA's) employees (unless modified by agency-specific agreements), shall be eligible for health benefits as well as for the benefits provided by the Union Benefits Trust. For new employees, coverage for health care benefits as provided in this Article becomes effective on the first day of the month following the month in which the **EMPLOYEE BEGINS EMPLOYMENT WITH THE STATE**[3] ~~health care enrollment form is signed and submitted by the employee~~. Changes made during open enrollment will become effective on the first day of the new benefit period. **THE EMPLOYER RESERVES THE RIGHT TO PERFORM DEPENDENT ELIGIBILITY AUDITS UPON RECOMMENDATION OF THE JOINT HEALTH CARE COMMITTEE. HEALTH CARE COSTS PAID ON BEHALF OF INELIGIBLE DEPENDENTS WILL BE SUBJECT TO RECOVERY.**[4]

[3] *Housekeeping.*

[4] *Clarifies the employer's right to assure benefits are only paid for eligible dependents.*

The following dependents are eligible for coverage:

(1) The employee's current legal spouse;

(2)

(a) The employee's unmarried children until the end of the month in which they reach 19 (including legally adopted children, children for whom the employee has been appointed legal guardian, and dependent stepchildren and foster children who normally reside with the employee);

(b) The employee's unmarried children who are attending an accredited school and are primarily dependent upon the employee for maintenance and support until the end of the month in which they reach age 23.

(3) Children of divorced or separated parents not residing with the employee but who are required by law to be supported by the employee.

(4) Unmarried children of any age who are incapable of self-support due to mental retardation, severe mental disability or a physical handicap, whose disability began before age twenty-three (23) and who are principally dependent on the employee. When there is an unsuccessful attempt at independent living, a child covered pursuant to this provision will be re-enrolled for coverage, provided application is made within five (5) years following the loss of coverage.

(5) Dependent children placed for adoption in an employee's home shall be eligible for coverage under the same conditions as children born to an employee or the spouse of the employee, whether or not the adoption has become final.

EMPLOYEES THAT ARE CALLED TO ACTIVE MILITARY SERVICE BY THE FEDERAL GOVERNMENT CONTINUE TO BE ELIGIBLE FOR FULL HEALTH CARE BENEFITS DURING THEIR TOUR OF DUTY. THEIR DEPENDENTS ALSO CONTINUE TO BE ELIGIBLE FOR HEALTH CARE BENEFITS DURING THEIR ACTIVE DUTY SERVICE.[5]

[5] *Reflects military rights to continued health care benefits.*

When both spouses in a family are employed by the State, each may elect single coverage, or one may elect family coverage provided that the spouse who elects single coverage may not be listed as a dependent under the family coverage. A child who is eligible as an employee of the State is not also eligible as the dependent of a parent who is also a state employee.

E.~~D.~~ COBRA

Upon an employee's termination or separation from his/her employment from State service (other than for gross misconduct), the Employer's obligation to continue to pay either share of the healthcare premium will cease unless specified otherwise elsewhere in this contract. The Employer will notify the employee of their right to choose to continue his/her health plan under the federally mandated COBRA program. Health plans

shall make available conversion to an individual medical policy. Under the federal law, the employee, spouse or other family member has the responsibility to notify the State of Ohio of a qualifying event (such as divorce, legal separation, or a child losing dependent status under the group health plan). This notice must be made within sixty (60) days of the event or the date coverage ends in order to be eligible for COBRA continuation.

20.02 - Joint Health Care Committee (JHCC)

A. Membership and Purpose

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

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

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

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

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

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

B. Subcommittee Functions

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

Specific functions of the subcommittees shall include:

1. Planning
   - (a) Make recommendations regarding the request for proposal, evaluation of bidders, and selection of all health plans and of the consultant(s) who will assist in the process of health plan evaluation and selection. The labor co-chair of the JHCC, or designee, may at his/her discretion participate in any consultant or provider interview process. Upon agreement by the co-chairs, subcommittee members may participate in the interview process as well. The planning subcommittee will review the requests for proposals (RFPs) and the proposals of bidders, unless labor agrees to waive this review in the interests of time, in which case the labor co-chair will review the RFPs and the proposals of bidders.
   - (b) Make recommendations regarding vendor contracts.
   - (c) Facilitate research on new initiatives and review market analysis of health care issues and review the health care marketplace.
2. Administration
   - (a) Monitor the operations, contract compliance and National Committee for Quality Assurance (NCQA) or other applicable accreditation status of health plans.
   - (b) Review ~~claims and~~ customer service issues and **WORK WITH DAS BENEFITS ADMINISTRATION SERVICES TO RESOLVE THOSE ISSUES**[6] ~~identify trends~~.
   - (c) Review claim appeal and other dispute resolution procedures.
   - (d) Review the Health Plan Employer Data Information Set (HEDIS) reports and other data of the health plans, which shall be provided on a regular basis to the subcommittee.
   - (e) Review any audits performed on the health plans.
   - (f) Review benefit issues and changes proposed for health plans.
   - (g) Monitor status of the health benefits fund.
3. Communications
   - (a) Make recommendations regarding open enrollment.
   - (b) Review communication materials **PRIOR TO DISTRIBUTION**[7] ~~sent~~ to employees.
   - (c) Explore use of alternative print and non-print methods of communication.
   - (d) Assist in the implementation of 20.02(C) below.

[6] *Clarifies privacy of claims information.*

[7] *Clarifies intent to preview materials.*

C. Employee Education and Communication

A consultant shall be chosen in consultation with the communication subcommittee to assist in the communication of benefits information to State employees unless mutually agreed otherwise by the JHCC. The consultant will have expertise in communicating benefits information to large and diverse populations using multi-media approaches. Relevant public sector and/or labor union experience shall be given consideration in the consultant selection process. The Employer in conjunction with the consultant will work with the communication subcommittee to update a strategic plan for communicating benefits with State employees through the use of both print and non-print means of communications. The plan will include employee education as well as provisions for employee input into and feedback concerning State employee health plans. It will also include guidelines for health plan communications with State employees. The strategic planning process will be ongoing and shall produce a plan covering at least the period of the duration of this Agreement. A surcharge may be added to the health plan premiums to maintain the employee education and communication program.

The surcharge shall be one dollar ($1) per month, per employee, enrolled in a health plan, and may be adjusted based upon a review of reports of revenue and expenditures of the account maintained for such purposes, as recommended by the JHCC to the DAS Director. The surcharge shall be equally split between the Employer's and the employee's premium share (e.g. fifty cents each). The funds shall be used to develop and implement communication programs for all employee health plans, mental health and substance abuse programs, and other State health programs as identified by the JHCC and to employ consultants as needed to assist the parties in health plan selection, rate negotiations or any other function determined appropriate. Monies unexpended or encumbered in one (1) fiscal year shall be carried forward and be available in subsequent fiscal years. The JHCC shall receive quarterly fund financial reports including revenue and expenditures.

D. Health Care Policy Analyst

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

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

1. Analyze health care claims **DATA**[8] of state employees for trends and make recommendations to the JHCC on plan design and health management programs based on the trend analysis;
2. Monitor and analyze health care legislation for potential impact on the state health plans;
3. Analyze plans' HEDIS data, issue logs and health plan contract compliance issues and make recommendations to the JHCC on actions it might take;

   Monitor relevant health care issues and wellness initiatives and make recommendations to the JHCC for potential action.

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

20.03 - Health Plan Characteristics

~~Effective with the commencement of the benefit period beginning on or after July 1, 2006,~~[9] ~~c~~**E**xcept as otherwise provided herein, health plans offered to State employees must meet standards in the areas listed below. Prior to each subsequent rebidding or re-evaluation of health plans offered to State employees, the Director of DAS may revise the standards and add standards in additional areas if such revisions and/or additions are recommended by the JHCC.

A. Networks

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

    Health plans pay only for those covered services, supplies, and hospital admissions which are medically necessary or are classified as preventive services covered under the plan. Network providers and facilities are responsible for insuring that services, supplies, and admissions are medically necessary or preventive as defined by a plan. In plans with out-of-network benefits, the fact that a non-network provider may prescribe, order, recommend, guarantee, or approve a service, supply, or

[8] *Clarifies privacy of actual claims.*

[9] *Housekeeping.*

[10] *Housekeeping.*

[11] *Housekeeping.*

admission does not guarantee medical necessity or make such charges an allowable expense, even though they are not specifically listed as exclusions.

B. Cost Sharing

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

a. Deductibles ~~(Ohio Med Only)~~[12]

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

b. Reimbursement Levels and Coinsurance

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

With the exception of certain preventive services which are covered at one hundred percent (100%) and office visits which are covered in full after payment of an office visit co-pay or other specified service, the plan will pay eighty percent (80%) of those covered services performed by network providers. In those instances the participant pays twenty percent (20%) of the plans' reimbursement rate up to the out-of-pocket maximum.

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

c. Out-of-Pocket Maximum (OPM)

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

C. Benefits and Exclusions

Only medically necessary eligible services are covered. The State, after consultation with the JHCC, may carve-out procedures and services, including but not limited to, durable medical equipment, laboratory **SERVICES**, **AND**[13] prosthetics so that carved-out procedures and services may be provided by a vendor other than the participant's health plan. After consultation with the JHCC, the Director of DAS may require participants to use centers of excellence for designated procedures or services. Additionally, upon the recommendation of the JHCC, the Director of DAS may place limits on certain benefits.

1. In-Patient Hospital Benefits:

Health plans will offer at least the following hospital services:

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

There is a $75 charge for the use of the emergency room which does not result in an admission. If there is a penalty charge established by the Department of Administrative Services for the non-emergency use of a non-network hospital, it shall be no greater than $350.

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

2. Other Than In-Patient-Hospital Benefits

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

a. Physician services. Routine office visits, house calls and consultations. Office visits provided by a network physician and billed by that office shall be covered at one hundred percent (100%) with no co-insurance or deductibles after a **TWENTY DOLLAR ($20.00) CO-PAYMENT**[14] ~~fifteen dollar ($15.00) co-payment~~. If such visit, house call, or consultation is covered on an out-of-network basis, the participant shall pay a thirty dollar ($30.00) co-payment.
b. Outpatient medical services.
c. Emergency medical services.
d. Diagnostic laboratory and diagnostic and therapeutic radiological services.
e. Infertility services to include diagnostic services to establish cause or reason for infertility.
f. Preventive health care services, **AS RECOMMENDED BY THE UNITED STATES PREVENTIVE SERVICES TASK FORCE (USPSTF) GUIDELINES SHALL BE COVERED WITH NO CO-PAY, CO-INSURANCE OR DEDUCTIBLE IF PROVIDED BY A NETWORK PHYSICIAN AND SHALL**[15] includ**E**~~ing~~ at least the following:

~~(1) Voluntary family planning services~~ **(MOVED TO CC)**[16]

[12] *Deductibles will be extended to all plans.*

[13] *Housekeeping.*

[14] *Increases office co-pay to $20.00.*

[15] *Expands number of preventive services paid at 100 percent with no co-pay or deductible including those that follow.*

[16] *Moved to "cc."*

(1) **SCREENING COLONOSCOPY** ~~every ten (10) years~~ **BEGINNING AT AGE 50.** ~~covered at one hundred percent (100%) with no deductible.~~ **(MOVED FROM FF)**[17]

(2) Routine physical examinations including routine lab profiles (including but not limited to cholesterol and other lab screenings) ~~shall be paid at one hundred percent (100%) after the fifteen dollar ($15.00) co-pay with no coinsurance or deductible if provided by a network physician~~.[18] If coverage is available for non-network physicians, benefits shall be paid up to one hundred fifty ($150) maximum after the thirty dollar ($30.00) co-pay with no deductible or co-insurance: one (1) every two (2) years for ages 40-59; one (1) each year for ages 60 and over.

(3) Cervical cancer screening, ~~shall be paid at one hundred percent (100%) after the office co-pay with no co-insurance or deductible~~[19] which at a minimum shall include annual gynecological physical examinations, including screenings and rescreenings for cervical cancer for women age 18 and over, and for women younger than 18 who are sexually active. Adjunctive technologies approved by the U.S. Food and Drug Administration in addition to traditional papanicolaou smears shall be covered. Additional testing for cervical cancer is covered when medically necessary.

(4) Mammographies to detect the presence of breast cancer shall be covered as follows: Routine or screening mammography (age 35-39) one in five years, one screening or diagnostic mammography during that five (5) year period ~~is covered at one hundred percent (100%) with no co-insurance or deductible~~;[20] age 40 and older, annually covered ~~at one hundred percent (100%) with no coinsurance or deductible~~;[21] high risk individuals as needed, regardless of age ~~covered at one hundred percent (100%) with no co-insurance or deductible~~.[22] Mammography coverage will include both males and females; any additional mammogram(s) shall be covered subject to deductibles or co-payments.

(5) Pre-natal obstetrical care and pre-natal care outreach. A pre-natal outreach program to encourage pre-natal care beginning in the first trimester.

(6) Well-child care. ~~Benefits are covered at one-hundred percent (100%) and not subject to the deductible.~~[23] This includes the initial inpatient examination of a newborn infant. The plans cover annual physical exams including hearing examinations, developmental assessments, anticipatory guidance, immunizations (including, but not limited to meningococcal) and laboratory tests in accordance with the recommendations of the preventive care task force guidelines (or other recommending body as determined to be appropriate by the JHCC.

(7) IMMUNIZATIONS AS RECOMMENDED BY THE CENTERS FOR DISEASE CONTROL AND PREVENTION GUIDELINES.[24]

(8) ~~PSA TESTING~~
PROSTATE SPECIFIC ANTIGEN (PSA) SCREENING. ONE (1) SCREENING TEST PER 12 MONTHS FOR MEN AGE 40 AND OVER[25] ~~covered at one hundred percent (100%) and not subject to the deductible~~.
(MOVED FROM Y)

g. Skilled Nursing Facility, including Extended Care is covered at eighty percent (80%) for up to one hundred eighty (180) days for each confinement provided that the benefit must immediately follow a hospital confinement, or provided that the confinement will avoid a hospitalization which would otherwise be necessary. Coverage is at eighty percent (80%) of the UCR/allowed amount and not subject to deductibles and co-pays. Additional days of coverage for medically necessary care at sixty percent (60%) of the UCR/allowed amount and are not subject to deductibles.

h. Allergy injections.

i. Home Health Care Services: Home Health Care (noncustodial) services prescribed by a physician to treat a medical condition for which the patient was or would otherwise have been hospitalized shall be covered at eighty percent (80%) if provided by a network provider, and at sixty percent (60%) of UCR/allowed amount if provided by a non-network provider in plans that permit use of non-network providers. Such benefit shall not exceed one hundred (100) visits or one hundred eighty (180) days, whichever is greater.

j. Registered dietitian services for medically necessary conditions **AND OBESITY MANAGEMENT**[26] up to two visits per patient per condition per year ~~and obesity management~~.

k. Physical therapy.

l. Occupational therapy.

m. Speech therapy.

n. Chiropractic services.

o. Initial internal or external prosthetic devices and medically necessary replacements at eighty percent (80%) coverage.

p. Non-experimental organ transplants. One million dollar ($1,000,000) lifetime maximum per covered person. Participants are required to utilize a center of excellence for transplants, if available through their plan.

q. Liaison services with the State Employee Assistance Program.

r. No fewer than three disease management programs unless otherwise provided by the State through contracts with disease management vendors. The disease management programs

[17] *Moved from "ff" and removes 10-year limitation.*

[18] *Eliminates reference to co-pay for this procedure.*

[19-23] *Eliminates reference to coverage as it is previously stated.*

[24] *Expands covered immunizations at no cost.*

[25] *Moved from "y" and eliminates reference to coverage as it is previously stated.*

[26] *Housekeeping.*

shall not be subject to deductibles or co-payments. Two of the disease management programs must address diabetes and asthma.

s. Diabetes ~~coverage~~ supplies**, INSULIN**[27] and durable medical equipment (including insulin pumps where medically necessary) covered at one hundred (100%) with no deductibles, co-payments or co-insurance upon participation in a diabetes disease management program.

~~t. Tetanus immunization; annual influenza immunizations pneumococcal vaccine (for high risk individuals), rubella vaccine for adults age 18 and over.~~[28]

~~u~~**T**. Ambulance service.

~~v~~**U**. Tubal Ligation.

~~w~~**V**. Vasectomy.

~~x~~**W**. Hemodialysis.

~~y. PSA Testing.~~

~~Protein Specific Antigen (PSA) screening. One (1) screening test per 12 months for men age 40 and over, covered at one hundred percent (100%) and not subject to the deductible.~~ **(MOVED TO NEW #8)**[29]

~~z~~**X**. Hospice services, with one hundred percent (100%) coverage of medically appropriate care (with no deductibles, co-pays or arbitrary day or visit limits).

~~aa~~**Y**. Durable medical equipment.

~~bb~~**Z**. Mental health services are provided as described in Section 20.03 (C)(5).

~~cc~~**AA**. Birth control, including oral contraceptives, patches, IUDS, injectables ~~(e.g., Depo Provera)~~, implantable contraceptives ~~(e.g., Norplant)~~[30] and diaphragms.

~~dd~~**BB**. Cancer Clinical Trials ~~(Ohio Med only)~~[31]

Participation in National Cancer Institute (NCI)-sponsored clinical trials for cancer is covered on a limited basis. This is an exception from the coverage exclusions for experimental procedures. ~~Ohio Med c~~**C**overage includes Phase II and Phase III clinical trials and does not extend beyond the specific parameters and restrictions of existing trials. All care and testing required to determine eligibility for an NCI-sponsored clinical trial and all medical care that is required as a result of participation in a clinical trial will be eligible for coverage ~~by the Ohio Med~~. Pre-authorization is required. A participant should contact **THE HEALTH PLAN**[32] ~~Ohio Med~~ Administrator for more information. Upon recommendation of the JHCC, the Director of DAS may approve coverage for additional Phase II and Phase III clinical trials.

~~ee~~**CC**. ~~Screening flexible sigmoidoscopy every five (5) years beginning at age 50 covered at one hundred percent (100 %) with no deductible.~~[33] **VOLUNTARY FAMILY PLANNING SERVICES (MOVED FROM F (1))**[34]

~~ff~~**DD**. ~~Screening colonoscopy every ten (10) years beginning at age 50, covered at one hundred percent (100%) with no deductible.~~ **HEARING AIDS COVERED AT FIFTY PERCENT (50%) NOT TO EXCEED A ONE THOUSAND DOLLAR ($1,000) LIFETIME BENEFIT. (MOVED FROM GG)**[35]

~~gg. Hearing aids covered at fifty percent (50%) not to exceed a one thousand dollar ($1,000) lifetime benefit.~~

3. Pharmacy Benefits

a. Pharmacy benefits are available to all State of Ohio employees and their dependents enrolled in a health plan. ~~Pharmacy benefits may be provided by the individual health plan or upon the recommendation of the JHCC, the Director of DAS may carve-out pharmacy benefits from the health plans.~~[36]

b. The JHCC will review the procedure for obtaining biotech drugs and upon recommendation of the JHCC, the Director of DAS may require that such biotech drugs be obtained from specialty pharmacies. Furthermore, upon recommendation from the JHCC, the Director of DAS may establish a separate cost-sharing structure for biotech or lifestyle drugs.

c. After consultation with the JHCC, the Director of DAS may implement the following:

(1) Alternative pharmacy cost-sharing plan options such as co-insurance.

(2) Coverage of certain Over-the-Counter (OTC) drugs.

(3) Alternative pharmacy procurement and distribution channels.

(4) ESTABLISHMENT OF A SPECIAL RETAIL GENERIC PROGRAM.[37]

(5) ESTABLISHMENT OF A RETAIL 90 DAY MAINTENANCE DRUG PROGRAM.[38]

d. ~~No health plan~~ **THE PHARMACY VENDOR** may **NOT**[39] remove from its formulary or require preauthorization for any prescription drug that is among its ten most frequently prescribed drugs unless the ~~health plan~~ **PHARMACY VENDOR**[40] has notified the Employer and consulted with the JHCC, including in that consultation a review of the health plan research recommending that the drug be excluded or put on preauthorization status.

e. Retail pharmacy program. There will be a **RETAIL PHARMACY**[41] program ~~for short-term (up to thirty (30) days) prescriptions,~~ with easy access to pharmacies throughout the state. ~~Commencing July 1, 2006, co-pays for a thirty (30) day supply of prescription drugs including coverage of prescriptions from a licensed dentist are: $10 co-payment for generic, twenty dollar ($20) co-pay for a formulary brand name drug, and a forty dollar ($40) co-pay for a non-formulary brand name drug. Where a generic equivalent is available, the co-pay for a non-formulary brand name drug shall be forty dollar ($40) and the difference in cost between the generic equivalent and the non-formulary brand name drug. Commencing July 1, 2007 the following drug co-pays shall apply. Co-pays for a thirty (30) day supply of prescription drugs including coverage of prescriptions from a licensed dentist are: ten dollar~~

[27] *Expands coverage to include insulin.*

[28] *Removed; Coverage is expanded and referenced in "(7)."*

[29] *Moved to "(8)."*

[30] *Eliminates reference to pharmaceutical names and obsolete drugs.*

[31] *Expands cancer clinical trials to all plans.*

[32] *Removes reference to a particular plan.*

[33] *Eliminates inferior test to determine colon cancer.*

[34] *Moved from "f(1)."*

[35] *Moved from "gg."*

[36] *Reflects current use of pharmacy benefits manager.*

[37] *Provides the JHCC the ability to encourage the use of chain store drug programs through reduced co-pay.*

[38] *Provides the JHCC the ability to encourage the use of retail 90-day supplies through reduced co-pay.*

[39-40] *Housekeeping.*

[41] *Removes obsolete reference to co-pays.*

~~($10) co-payment for generic, twenty-two dollar ($22) co-pay for a formulary brand name drug, and a forty-four dollar ($44) co-pay for a non-formulary brand name drug. Where a generic equivalent is available, the co-pay for a non-formulary brand name drug shall be forty-four dollar ($44) and the difference in cost between the generic equivalent and the non-formulary brand name drug. Commencing July 1, 2008, the following drug co-pays shall apply.~~ Co-pays for a thirty (30) day supply of prescription drugs including coverage of prescriptions from a licensed dentist are: $10 co-payment for generic, twenty-five dollar ($25) co-pay for a formulary brand name drug and a fifty dollar ($50) co-pay for a non-formulary brand name drug. Where a generic equivalent is available, the co-pay for a non-formulary brand name drug shall be fifty dollar**S** ($50) and the difference in cost between the generic equivalent and the non-formulary brand name drug.

f. Mail Order Drug Program

~~When a prescription for~~ **IN ADDITION TO THE RETAIL PHARMACY PROGRAM, THE STATE SHALL MAINTAIN A MAIL ORDER DRUG PROGRAM FOR**[42] long-term or maintenance medications lasting more than thirty (30) days ~~is necessary, persons enrolled in Ohio Med must use the mail order program for long-term maintenance drugs after the second prescription fill at retail~~.

~~From July 1, 2006 through June 30, 2007, the following co-pays for mail order prescriptions of ninety (90) days shall apply. For a generic drug the co-pay is twenty-five dollars ($25). The co-pay is fifty dollars ($50) for a formulary brand name drug, and one hundred dollars ($100) for a non-formulary brand name drug. Where a generic equivalent is available, the co-pay for a non-formulary brand name drug is one hundred dollars $100 and the difference in cost between the generic equivalent and the non-formulary brand name drug. Commencing July 1, 2007, the following co-pays for mail order prescriptions of ninety (90) days shall apply. For a generic drug the co-pay is twenty-five dollars ($25). The co-pay is fifty-five dollars ($55) for a formulary brand name drug, and one hundred ten dollars ($110) for a non-formulary brand name drug. Where a generic equivalent is available, the co-pay for a non-formulary brand name drug is one hundred ten dollars ($110) and the difference in cost between the generic equivalent and the non-formulary brand name drug.~~[43]

~~Commencing July 1, 2008 t~~**T**he following co-pays for mail order prescriptions of ninety (90) days shall apply. For a generic drug**,** the co-pay is twenty-five dollars ($25). For a formulary brand name drug**,** the co-pay is sixty-two dollars and fifty cents ($62.50).

For a non-formulary brand name drug**,** the co-pay is one hundred twenty-five dollars ($125). Where a generic equivalent is available**,** the co-pay for a non-formulary brand name drug shall be one hundred twenty-five dollars ($125) and the difference in cost between the generic equivalent and the non-formulary brand name drug.

g. Prior Authorizations and Exclusions for Prescription Drug Programs
   (1) Prior Authorization. A number of prescription drugs require prior authorization, all approvals for such prescriptions will be handled by the Pharmacy Benefit Manager (PBM). During the life of this contract other drugs may be added to the list of prior authorization after consultation with the JHCC, if required.
   (2) It is recognized that certain drugs may not be covered by the plans.

4. Health Plan Exclusions and Limitations

Exclusions and limitations shall be as follows:

a. Services which would be provided free of charge in the absence of insurance.
b. Local anesthesia when billed separately, and hypnotism used for anesthetic purposes.
c. Elective cosmetic surgery performed only for the purpose of changing or improving appearance.
d. Custodial care, care in a sanitarium, rest home, nursing home, rehabilitation facility, health resort, health spa, institution for chronic care, personal care, residential or domiciliary care, home for the aged, camp or school.
e. Personal comfort services such as telephones, radio, television, barber and beauty services, or in connection with air conditioners, air purification units, humidifiers, allergy-free pillows, blanket or mattress covers, electric heating units, swimming pools, orthopedic mattresses, vibratory equipment, elevator or stair lifts, blood pressure instruments, stethoscopes, clinical thermometers, scales, elastic bandages, **COMPRESSION**[44] stockings, or wigs; unless otherwise provided for by a specific benefit.
f. Devices for simulating natural body contours unless prescribed in connection with a mastectomy.
g. Charges which exceed the usual, customary and reasonable/allowed amount maximums.
h. Chest x-rays and eye examinations and preventive care not necessary to the treatment of an illness, injury, or disease.
i. Services which are not medically necessary or are not classified as preventive services.
j. Services received before the effective date of the contract, or services not specifically covered by the contract.
k. Expenses of injury or illness paid for or furnished by an Employer, whether under Workers' Compensation or otherwise, and services provided and paid by any governmental program or hospital.
l. Vitamins, dietary or food supplements or non-prescription drugs**, EXCEPT WHERE PRESCRIBED BY A PHYSICIAN.**[45]
m. Routine foot care.
n. Orthotics.

[42] *Eliminates requirement to use mail order for maintenance medications.*

[43] *Removes obsolete reference to co-pays.*

[44] *Housekeeping.*

[45] *Clarifies that vitamins and other supplements are covered when prescribed.*

o. Treatments or diagnosis for obesity, including diet control, exercise and weight reductions, except for morbid obesity. This exclusion does not apply to any obesity or disease management program agreed to by the parties.
p. Illness or injury related to war (declared or undeclared) or by participation in civil disturbance.
q. Devices used for contraceptive purposes, except birth control pills, IUD, patches, injectables, ~~(e.g., Depo-Provera),~~ implantable contraceptives ~~(e.g., Norplant),~~[46] diaphragms which are covered by the plan.
r. In Vitro fertilization and embryo transplantation, gamete introfallopian transfer (GIFT), and any costs associated with the collection, preparation or storage of sperm for artificial insemination (including donor fees).
s. Reverse sterilization.
t. Dental care, including osseous surgery. If no dental insurance exists or does not cover osseous surgery, such surgery shall be covered as any other surgery.
u. Eyeglasses, contact lenses, or examinations for the fitting of such devices or for the prescription of such devices, unless necessitated as a result of an injury, illness or disease.
v. Ordinary bandages and dressings.
w. Expenses which are covered under any other group insurance program.
x. Expenses incurred in a Skilled Nursing Facility for:
   (1) Services rendered or supplies furnished principally for custodial care, which includes, but is not limited to, nonmedical, day-to-day patient care such as assisting the patient to get dressed and use bathroom facilities;
   (2) Services rendered for care of senile deterioration, mental deficiency or retardation.
y. Services rendered principally for care of mental illness.
z. Examinations and procedures performed for screening-testing done without necessity, except as specifically provided by Article 20, when not indicated by symptoms or performed for treatment, including pre-marital testing surveys, research, and any procedure performed in connection with a physical examination ordered or required by an Employer as a condition of employment or the continuance of employment.
aa. Charges for mileage costs or for completion of claims forms or for preparation of medical reports.
bb. Services rendered beyond the period of time generally considered necessary for diagnosis of mental retardation or mental deficiency.
cc. Services rendered for a psychiatric condition usually considered to be irremediable, except for the purpose of diagnosis of the condition as being irremediable.
dd. Any services rendered primarily for training or educational purposes; self-administered services; services directed toward self-enhancement.
ee. Treatment programs which are not of proven value or whose value is under investigation; research-oriented treatment; developmental or perceptual therapy; primal therapy; biofeedback; marriage counseling; orthomolecular testing and therapy; cathectathon therapy; marathon therapy; collaborative therapy. A drug or treatment is considered experimental or investigational if it cannot be legally marketed in the U.S.; it is a subject of Phase I, II or III clinical trials or under study to determine dosage, toxicity, safety, efficacy or efficacy compared with standard means of treatment; or reliable evidence shows that the consensus of experts is that further studies are necessary to determine maximum dosage, toxicity, safety, efficacy or efficacy compared with standard means of treatment. Treatment in approved cancer clinical trials pursuant to the DAS cancer clinical or other DAS approved trial program(s) are covered.
ff. Clinic charges which are services billed by a resident, intern or other employee of a hospital or skilled nursing facility.
gg. Services for emergency first aid which are rendered in the office, place of business, or other facility maintained by the Employer.
hh. Services for which no claim was submitted within fifteen (15) months of the date of the service.
ii. Any service considered to be in the category of mental health and substance abuse which is provided to covered persons under a separate plan as described in Section 20.03 (C)(5).
jj. Hepatitis B vaccinations provided for employees pursuant to other terms of a collective bargaining agreement.
kk. Any service for which a benefit is not specifically provided by the plans.

5. Mental Health/Substance Abuse

A managed mental health and substance abuse program is provided to all participants enrolled in any Employer-sponsored health plan. Premiums for the managed mental health and substance abuse program shall be calculated and shall be added to the health plan premiums. The Employer shall contract for mental health and substance abuse benefits only under this program provided, however, that by agreement of the Director of DAS and the JHCC the benefit delivery system for this benefit may be changed.

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

Programs must include the following features:

a. A full range of culturally diverse service providers, including psychiatrists, psychologists, social workers, and licensed and certified alcohol and drug counselors;

[46] *Removes reference to pharmaceutical names and obsolete drugs.*

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

D. Quality Standards

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

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

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

E. Coordination of Benefits

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

F. Wellness and Health Management

1. The State and the Union are jointly committed to promoting healthy lifestyles for State of Ohio employees. To that end the labor co-chair of the JHCC will serve on the State Healthy Ohioans committee. Furthermore, those agencies that wish to develop joint labor management wellness committees to further promote wellness initiatives within their agency may do so. The activities of the wellness committees may include but are not limited to the following:
    a. Identify areas where employees can exercise on state property on breaks, lunch or off hours;
    b. Identify ways to acquire exercise equipment for State employees to use;

c. Disseminate wellness information to State employees in a variety of ways including but not limited to newsletters, wellness fairs, lunch seminars, internet information;
d. Secure discounts for fitness clubs/gyms for State employees;
e. Work with management to eliminate barriers to employees attending wellness events or accessing wellness information.

2. Such wellness initiative shall not be construed to represent a fitness for duty requirement nor shall this Section be tied to any State fitness for duty requirements. The JHCC will review the progress of agency wellness programs. The JHCC will also explore incentives and disincentives for employee participation and make recommendations for implementation of Statewide Wellness Initiatives to the Director of DAS.
3. Health Management Programs shall be available to all participants enrolled in a health plan regardless of which plan they are enrolled in. The State, in consultation with the JHCC, may carve-out health management services from any or all health plans.
4. No later than July 1, 2008 the State shall offer to employees a wellness track option which may offer employees a monthly premium reduction or other monetary incentive for those employees who participate in the wellness track. The JHCC will be consulted on the type and amount of premium reduction or monetary incentive.

20.04 - Health Plan Selection and Contracting

A. ~~Unless determined otherwise by t~~**T**he Director of DAS upon recommendation by the JHCC **WILL DETERMINE THE NUMBER OF HEALTH PLANS OFFERED TO EMPLOYEES**[47] ~~the Employer will seek to contract with and offer to employees two (2) health plans~~ in each county or other appropriate geographic grouping. ~~The Director of DAS may reduce the number of health plans offered upon the JHCC recommendation that a sufficient choice of plans or plan options exist.~~ In addition, a statewide **PLAN**[48] ~~PPO~~ will be available in every county. Upon recommendation of the JHCC the Director of DAS may offer alternative health plans including but not limited to multiple plan designs and networks and delivery models for medical and drug benefits. If the administrator of the **PLAN** ~~PPO~~[49] is unable to provide a ~~PPO~~ network outside of Ohio, it shall also make available a**N** ~~self-insured~~ indemnity plan to State employees assigned to work outside of Ohio.

B. During the evaluation and selection process, cost will be weighted at no more than 50 percent (50%) of the total. The financial part of the evaluation tool can be increased beyond 50% by the Director of DAS after consultation with the JHCC to evaluate if quality is not compromised.

C. At any time during this Agreement, the Employer may also conduct rate negotiations with health plans. Negotiations shall only be concerning rates, and once begun, the Employer shall not accept new health plan proposals to amend their schedule of benefits, co-payments, deductibles, or out-of-pocket maximum. The Employer shall consult with the JHCC about the rate negotiations and inform the JHCC on the progress and results of said rate negotiations. If negotiations with a particular health plan do not result in rates which are satisfactory to the Employer, the Employer may, after providing notice to the JHCC refuse to permit any new enrollment in said health plan or cancel the health plan contract.

D. A consultant with expertise in large group purchasing strategies and quality measurement will be retained to assist in the development and implementation of the health plan selection process, and may be retained to assist with rate negotiations. Experience in the public sector and with employee unions will be a factor in the consultant selection process.

E. Where it is advantageous to the Employer and its employees, DAS may execute multi-year contracts or contract extensions with health plans.

F. If other political subdivisions or Employers are permitted to enroll in the State employee health plans the State will take measures as are necessary to protect such health plans from adverse experience of such admitted subdivisions or Employers.

[47] *Allows the JHCC to recommend the number of health plans offered.*

[48-49] *Housekeeping.*

20.05 - Employee Costs

A. ~~Regardless of the plan, e~~**E**mployees will pay fifteen percent (15%) of the **HEALTH CARE**[50] premium and the Employer will pay eighty-five percent (85%) of the **HEALTH CARE**[51] premium; however, for any alternative plans offered pursuant to Section 20.04 (A), the employee's premium share will be determined by the Director of DAS, but will not exceed fifteen percent (15%) of the premium. For an HMO health plan, the Employer will pay the lesser of 1) eighty-five percent (85%) of the HMO single and family rates or 2) eighty-five percent (85%) of the ~~Ohio Med~~ PPO single and family rates. **EMPLOYEES WHO INCLUDE A SPOUSE AS A DEPENDENT FOR HEALTHCARE COVERAGE SHALL PAY A SURCHARGE OF $12.50 PER MONTH IN ADDITION TO THE FAMILY PREMIUM.**[52]

~~In the fall of 2006 and 2007 employees enrolled in a self-funded health plan (Ohio Med and any other self-funded plans) will receive a one (1) month rate holiday and will make no premium payment in each of those months.~~[53]

The State will deduct the employee's monthly share of the health care premium twice a month or bi-weekly as determined by the Employer.

B. The Employer's premium share of eighty-five (85%) shall be paid only on behalf of the following employees:
(1) Full-time employees.
(2) For part-time employees (including established-term appointments (ETA's) employees (unless modified by agency-specific agreement) according to the schedule in 20.05(C), provided that all part-time employees who were grand-parented under the provisions of the previous Agreements shall continue to have premiums paid pursuant to those provisions.

C. The Employer's premium share for all part-time employees shall be paid as follows:
(1) The Employer shall pay no share of the premium for part-time employees who are in active pay status an average of less than forty (40) hours in a bi-weekly pay period. However, such employees shall have the option of self-paying the entire health plan premium.

[50-51] *Housekeeping.*

[52] *Adds a surcharge of $12.50 to family premium if spouse is covered.*

[53] *Housekeeping.*

(2) The Employer shall pay fifty percent (50%) of the premium for part-time employees who are in active pay status an average of forty (40) hours or more but less than sixty (60) hours in a biweekly pay period.

(3) The Employer shall pay seventy-five percent (75%) of the premium for part-time employees who are in active pay status an average of sixty (60) hours or more but less than eighty (80) hours in a biweekly pay period.

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

Average hours in active pay status beginning with the pay period shall be calculated semi-annually on the basis of the thirteen (13) pay periods, which start with the pay period that includes January 1 or July 1, respectively.

For newly hired part-time employees, estimated scheduled hours shall determine the Employer contribution toward the premium cost for the first six (6) months of employment. However, if an employee has been in active pay status during at least six bi-weekly pay periods at the time that a pay period including January 1 or July 1, commences, calculations for the Employer contribution toward the premium cost shall be based upon the employee's average hours in active pay status for the number of weeks the employee worked.

Employees subject to the pro-rated Employer health plan premium share under this subsection shall be advised in writing regarding the amount of the Employer's share which applies to them. Such information shall be provided to said employees as soon as practicable after the pay periods including January 1 and July 1 of each year. **EMPLOYEES MOVING FROM A FULL-TIME POSITION TO A PART- TIME POSITION ARE IMMEDIATELY SUBJECT TO THE PRO-RATED PREMIUM BASED ON THE PROJECTED NUMBER OF HOURS THEY ARE SCHEDULED TO WORK.**[54]

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

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

D. Except as provided for in Section 20.04 (A), employee co-insurance shall not exceed twenty percent (20%) of the paid charges for covered network services. In health plans which offer to employees the option of using a network or a non-network provider or facility, employee coinsurance when using a non-network provider or facility shall not exceed forty percent (40%) of the plan's reimbursement rate for non-network providers. The non-network provider may bill the participant the balance between what is charged and what the plan allows. In health plans which do not have network providers and/or network facilities, employee co- insurance shall not exceed thirty percent (30%) of paid charges when using a service type (i.e., providers or facilities) for which a network option does not exist.

E. Except as provided for Section 20.04 (A), employee out-of-pocket maximums for a benefit period shall not exceed ~~$1,000~~ **$1,500**[55] for single coverage and ~~$2,000~~ **$3,000**[56] for family coverage when using covered network services. In health plans which offer to employees the option of using a network or non-network provider or facility, employee out-of-pocket maximums for a benefit period shall not exceed a combined total of $2,000 for single coverage and $4,000 for family coverage for covered services in any instance. In health plans which do not have network providers and/or network facilities, employee out-of-pocket maximums for a benefit period shall not exceed ~~$1,000~~ **$1,500**[57] for ~~a~~ single coverage and ~~$2,000~~ **$3,000**[58] for family coverage for covered services for use of a service type (i.e., providers or facilities) for which a network option does not exist.

F. Health Care Spending Account - The Employer will continue to offer a Health Care Spending Account to employees. Only employees who have completed their new hire probationary period are eligible to enroll in the health care spending account. The purpose of this account is for employees to use pre-tax earnings to pay for eligible health care costs as allowed by IRS Code 125 incurred within a calendar year. Such health care costs may include, but are not limited to, annual deductibles, co-pays, co-insurance and medical procedures not covered by the medical, dental, and vision plans like acupuncture, Lasik eye surgery, etc. The Health Care Spending Account Third Party Administrator's fee will be paid for by the State for those employees who upon enrollment commit to place one thousand ($1,000) or more in the health care spending account. Employees who commit to place less than one thousand ($1,000) in the fund will be charged an administration fee. The State will use payroll tax savings derived from the plan to reduce the amount of the administration fee charged to plan participants. The annual cap for the employee contribution to the fund shall be two thousand ($2,000) for tax year 2007. This amount will be increased to three thousand ($3000) for tax year 2008. Upon recommendation of the JHCC the Director of DAS may increase these caps, implement the IRS permitted grace period, and/or implement a debit card to be used by employees to purchase IRS approved medical expenses with their account dollars.

20.06 Voluntary Supplemental Benefit Plans

The only voluntary supplemental benefit plans offered to state employees whether provided through insurance or otherwise will be those selected via a State administered request for proposal process or pursuant to Article 21 of this agreement. Only those employees enrolled in a voluntary supplemental benefit plan **AS OF MARCH 1, 2006**[59] ~~on the effective date of this agreement~~ that was not selected pursuant to this paragraph may continue to participate in such program.

ARTICLE 21 – UNION BENEFITS TRUST[1]

21.01 - Trust Governance

The Union Benefits Trust (Trust) established on January 27, 1993, shall remain in effect for the duration of this Agreement for the purpose of offering dental, life, vision and other designated benefits to State of Ohio bargaining unit employees and their dependents. With the concurrence of the State Trustee, which shall not be unreasonably withheld, the Trust may also offer and administer benefits for non-state public sector employee participants provided that the

[54] *Clarifies that pro-rated premium shares are effective upon movement to part-time status.*

[55-58] *Increases out-of-pocket maximum payment.*

[59] *Housekeeping.*

[1] *No change.*

Employer incurs no expense or liability as a result of such action. In the event such benefit plans are extended to non-state employee groups, appropriate separate accounting shall be incorporated by the Trust to clearly identify fund impacts.

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

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

21.02 - Trust Benefits for State Employees

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

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

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

21.03 - Payroll Deductions

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

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

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

21.05 - Payments

Effective March 1, 2006, through June 30, 2006, the Employer shall continue to transmit to the Trust an amount equal to sixty-five dollars ($65.00) per eligible employee, per month. On July 1, 2006, the amount transmitted per month per employee shall equal seventy dollars ($70.00), continuing until further modification. The fund transmissions will include the aggregate amount of the payroll deductions for voluntary programs administered by the Trust.

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

21.06 - Non-Bargaining Unit Coverages for State Employees

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

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

ARTICLE 22 – PERFORMANCE EVALUATION[1]

[1] *No change.*

22.01 - Use

The Employer may use performance evaluations pursuant to the Ohio Administrative Code Chapter 123:1-29, except as modified by this Article. All Agencies shall use the performance evaluation form developed in January of 1988, which may be revised periodically after consultation with the Union. If an Agency chooses to use a performance evaluation instrument different than that utilized by the Department of Administrative Services, it shall consult with the Union prior to implementing the new instrument.

Effective July 1, 2001, all non-probationary employees shall be given an employee performance evaluation during the sixty (60) day period immediately preceding the employee's next step increase. Those employees who are at top step shall be evaluated annually, thereafter.

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

22.02 - Limits

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

Performance evaluations shall not be a factor in layoffs.

Employees shall receive and sign a copy of their evaluation forms after all comments, remarks and changes have been noted. A statement of the employee's objection to an evaluation or comment may be attached and put in the personnel file. Employees are not entitled to union representation during performance reviews.

22.03 - Appeals

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

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

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

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

If an employee is denied a step increase because his/her overall performance is rated "unsatisfactory," the employee may appeal such action directly to Step Three (3) of the Grievance Procedure. If the grievance is unresolved at Step Three (3), appeal may be taken to Step Four (4) of the Grievance Procedure, The Office of Collective Bargaining. No further appeal may be taken. Should the appeal be successful, the step increase shall be retroactive to the date on which it was due. If the employee's performance evaluation is not completed on time, the employee shall not be denied a step increase.

ARTICLE 23 – PERSONNEL RECORDS[1]

[1] *No change.*

23.01 - Personnel Files

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

Employee personnel files, disciplinary records, and grievance records located at institutions shall be maintained in a manner that does not provide access to inmates, residents and youths.

23.02 - Review of Personnel Files

Employees and/or their authorized union representatives shall have the reasonable right to review the contents of their personnel files. Employees shall have access to all materials in their files except those prohibited by ORC Section 1347.08 (C). Such review may be made during normal working hours. Employees who are not normally scheduled to work when the Personnel Office is open may request to review their files through their supervisor. The supervisor will make the file available in a reasonable amount of time. Reasonable requests to provide one copy of documents in the files shall be honored at no charge.

The employee's personnel file shall not be made available to any organization or person other than the Employer or its agents, without the employee's written authorization unless pursuant to court order, subpoena, or request made pursuant to the Ohio Public Records Act.

23.03 - Employee Notification

A copy of any material to be placed in an employee's personnel file that might lead to disciplinary action or negatively affect an employee's job security or advancement shall be provided to the employee. If material is placed in an employee's personnel file without following this procedure, the material will be removed from the file at his/her request. Such material cannot be used in any disciplinary proceeding. An employee can place documents relevant to his/her work performance in his/her personnel file.

ARTICLE 24 – DISCIPLINE

24.01 - Standard

Disciplinary action shall not be imposed upon an employee except for just cause. The Employer has the burden of proof to establish just cause for any disciplinary action. In cases involving termination, if the arbitrator finds that there has been an abuse of a patient or another in the care or custody of the State of Ohio, the arbitrator does not have authority to modify the termination of an employee committing such abuse. Abuse cases which are processed through the Arbitration step of Article 25 shall be heard by an arbitrator selected from the separate panel of abuse case arbitrators established pursuant to Section 25.04. Employees of the Lottery Commission shall be governed by O.R.C. Section 3770.02(1).

24.02 - Progressive Discipline

The Employer will follow the principles of progressive discipline. Disciplinary action shall be commensurate with the offense.

Disciplinary action shall include:

a. One or more oral reprimand(s) (with appropriate notation in employee's file);
b. One or more written reprimand(s);

c. **ONE OR MORE** ~~W~~working suspension**(S). A MINOR WORKING SUSPENSION IS A ONE (1) DAY SUSPENSION, A MEDIUM WORKING SUSPENSION IS A TWO (2) TO FOUR (4) DAY SUSPENSION, AND A MAJOR WORKING SUSPENSION IS A FIVE (5) DAY SUSPENSION. NO WORKING SUSPENSION GREATER THAN FIVE (5) DAYS SHALL BE ISSUED BY THE EMPLOYER.**

IF A WORKING SUSPENSION IS GRIEVED, AND THE GRIEVANCE IS DENIED OR PARTIALLY GRANTED AND ALL APPEALS ARE EXHAUSTED, WHATEVER PORTION OF THE WORKING SUSPENSION IS UPHELD WILL BE CONVERTED TO A FINE. THE EMPLOYEE MAY CHOOSE A REDUCTION IN LEAVE BALANCES IN LIEU OF A FINE LEVIED AGAINST HIM/HER.[1]

~~d. One or more fines in an amount of one (1) to five (5) days, the first fine for an employee shall not exceed three (3) days pay for any form of discipline; to be implemented only after approval from OCB. Agencies shall forward a copy of any fine issued to employees, to OCB. Should a grievance be filed over the issuance of a fine and the grievance is settled prior to Step 4, the Agency shall forward a copy of the settlement to OCB. OCB shall maintain a database involving fines and share this information with the Union no less than quarterly.~~[2]

~~e~~**D**. One or more day(s) suspension(s). **A MINOR SUSPENSION IS A ONE (1) DAY SUSPENSION, A MEDIUM SUSPENSION IS A TWO (2) TO FOUR (4) DAY SUSPENSION, AND A MAJOR SUSPENSION IS A FIVE (5) DAY SUSPENSION. NO SUSPENSION GREATER THAN FIVE (5) DAYS SHALL BE ISSUED BY THE EMPLOYER;**[3]

~~f. Reduction of one (1) step; This shall not interfere with the employee's normal step anniversary. Solely at the Employer's discretion, this action shall only be used as an alternative to termination.~~[4]

~~g~~**E**. Termination.

Disciplinary action shall be initiated as soon as reasonably possible**, RECOGNIZING THAT TIME IS OF THE ESSENCE,**[5] consistent with the requirements of the other provisions of this Article. An arbitrator deciding a discipline grievance must consider the timeliness of the Employer's decision to begin the disciplinary process.

The deduction of fines from an employee's wages shall not require the employee's authorization for withholding of fines.

If a bargaining unit employee receives discipline which includes lost wages ~~or fines~~, the Employer may offer the following forms of corrective action:

1. Actually having the employee serve the designated number of days suspended without pay; ~~or pay the designated fine or;~~[6]
2. Having the employee deplete his/her accrued personal leave, vacation, or compensatory leave banks of hours, or a combination of any of these banks under such terms as may be mutually agreed to between the Employer, employee, and the Union.

24.03 - Supervisory Intimidation

An Employer representative shall not use the knowledge of an event giving rise to the imposition of discipline to intimidate, harass or coerce an employee.

In those instances where an employee believes this section has been violated, he/she may file a grievance, including an anonymous grievance filed by and processed by the Union in which the employee's name shall not be disclosed to the Employer representative allegedly violating this section, unless the Employer determines that the Employer representative is to be disciplined.

The Employer reserves the right to reassign or discipline Employer representatives who violate this section.

Knowingly making a false statement alleging patient abuse when the statement is made with the purpose of incriminating another will subject the person making such an allegation to possible disciplinary action.

24.04 - Investigatory Interview

An employee shall be entitled to the presence of a union steward at an investigatory interview upon request and if he/she has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her.

When employees have a right to and have requested a steward, stewards shall have the right to be informed of the purpose of the interview and to receive a copy of any documents the Employer gives to an employee to keep, during an investigatory meeting. Employees who are interviewed or testify during an investigation have no right to a private attorney, Ohio Revised Code (ORC) 9.84, notwithstanding.

24.05 - Pre-Discipline

An employee has the right to a meeting prior to the imposition of a suspension, a fine, leave, reduction, working suspension or termination. The employee may waive this meeting, which shall be scheduled no earlier than three (3) days following the notification to the employee. An employee who is charged, or his/her representative, may make a written request for one (1) continuance of up to 48 hours. Such continuance shall not be unreasonably denied. A continuance may be longer than 48 hours if mutually agreed to by the parties but in no case longer than sixty (60) days. In the event an employee refuses or fails to attend a pre-disciplinary meeting, the steward and/or representative shall represent in the matter at hand. Where the affected employee is on disability, or applying for disability, and is unable or unwilling to attend the meeting, he/she shall be offered the right to participate by telephone. The call shall be initiated via speakerphone in the presence of the steward and Employer representative or designee. Failure of the employee to respond to the offer or phone call shall result in the meeting proceeding without his/her presence. Any action resulting from said meeting shall not be challengeable on the basis of the employee's absence or lack of participation. Prior to the meeting, the employee and his/her representative shall be informed in writing of the reasons for the contemplated discipline and the possible form of discipline. When the pre-disciplinary notice is sent, the Employer will provide a list of witnesses to the event or act known of at that time and documents known of at that time used to support the possible disciplinary action. If the Employer becomes aware of additional witnesses or documents that will be relied upon in imposing discipline, they shall also be provided to the Union and the employee prior to the meeting. In the event the Employer provides documents on the date of the meeting, the Union may request a continuance not to exceed three (3) days. Such request shall not be unreasonably denied. The Employer representative or designee recommending discipline shall be present at the meeting unless inappropriate or if he/she is legitimately unable to attend. The Appointing

[1] *Working suspensions are the third level of discipline following oral and written reprimands. Working suspensions are limited to a maximum of five days per imposition. The duration of a suspension is related to the severity of the infraction: 1 – minor; 2-4 – medium; 5 – major. The contract states that disciplinary action shall be commensurate with the offense. If a working suspension is grieved and the grievance is denied (lost) or partially granted (one or more days credited to the employee), the remaining time is converted to a fine and deducted from the employee's paycheck. Withdrawal of a grievance prior to exhaustion of all appeals, does not count as a loss. An employee may choose to reduce their leave balance(s) in lieu of the fine.*

[2] *Fines have been eliminated from the table of disciplinary actions, except as a consequence of a failed grievance.*

[3] *Non-working suspensions incorporate the same language as working suspensions regarding duration and severity of the infraction.*

[4] *Step reduction has been eliminated from the table of disciplinary actions.*

[5] *Clarifies that the employer should not wait to impose discipline unless absolutely necessary.*

[6] *Housekeeping.*

Authority's designee shall conduct the meeting. The Union and/or the employee shall be given the opportunity to ask questions, comment, refute or rebut.

At the discretion of the Employer, in cases where a criminal investigation may occur, the pre-disciplinary meeting may be delayed until after disposition of the criminal charges.

24.06 - Imposition of Discipline

The Agency Head or designated Deputy Director or equivalent shall make a final decision on the recommended disciplinary action as soon as reasonably possible ~~but no more than forty-five (45) days~~ after the conclusion of the pre-discipline meeting. **THE DECISION ON THE RECOMMENDED DISCIPLINARY ACTION SHALL BE DELIVERED TO THE EMPLOYEE, IF AVAILABLE, AND THE UNION IN WRITING WITHIN SIXTY (60) DAYS OF THE DATE OF THE PRE-DISCIPLINE MEETING, WHICH DATE SHALL BE MANDATORY. IT IS THE INTENT TO DELIVER THE DECISION TO BOTH THE EMPLOYEE AND THE UNION WITHIN THE SIXTY (60) DAY TIMEFRAME; HOWEVER, THE SHOWING OF DELIVERY TO EITHER THE EMPLOYEE OR THE UNION SHALL SATISFY THE EMPLOYER'S PROCEDURAL OBLIGATION.**[7] At the discretion of the Employer, the ~~forty-five (45)~~ **SIXTY (60)** day requirement will not apply in cases where a criminal investigation may occur and the Employer decides not to make a decision on the discipline until after disposition of the criminal charges.

The employee and/or union representative may submit a written presentation to the Agency Head or Acting Agency Head.

If a final decision is made to impose any discipline, **INCLUDING ORAL AND WRITTEN REPRIMANDS,**[8] the employee, **IF AVAILABLE,** and Union shall be notified in writing. The OCSEA Chapter President shall notify the agency head in writing of the name and address of the Union representative to receive such notice. Once the employee has received written notification of the final decision to impose discipline, the disciplinary action shall not be increased.

Disciplinary measures imposed shall be reasonable and commensurate with the offense and shall not be used solely for punishment.

The Employer will not impose discipline in the presence of other employees, clients, residents, inmates or the public except in extraordinary situations which pose a serious, immediate threat to the safety, health or well-being of others.

An employee may be placed on administrative leave or reassigned while an investigation is being conducted except that in cases of alleged abuse of patients or others in the care or custody of the State of Ohio, the employee may be reassigned only if he/she agrees to the reassignment.

[7] *Within 60 days of the Pre-Discipline Meeting, the Employer must tell the employee and the Union, in writing, whether or not discipline will be imposed and what level of discipline (if any) will be imposed. While the Employer intends to provide notice to both the employee and the Union, proof of written notice to either the employee or the Union will fulfill the Employer's obligation.*

[8] *Clarifies that the Employer must give the employee and the Union notification of all discipline, including oral and written reprimands.*

24.07 - Prior Disciplinary Actions

All records relating to oral and/or written reprimands will cease to have any force and effect and will be removed from an employee's personnel file twelve (12) months after the date of the oral and/or written reprimand if there has been no other discipline imposed during the past twelve (12) months.

Records of other disciplinary action will be removed from an employee's file under the same conditions as oral/written reprimands after twenty-four (24) months if there has been no other discipline imposed during the past twenty-four (24) months.

The retention period may be extended by a period equal to employee leaves of fourteen (14) consecutive days or longer, except for approved periods of vacation leave. Employees who are terminated and subsequently returned to work without any discipline through arbitration, shall have the termination entry on their Employee History on Computer (EHOC) stricken.

24.08 - Polygraph Stress Tests

No employee shall be required to take a polygraph, voice stress or psychological stress examination as a condition of retaining employment, nor shall an employee be subject to discipline for the refusal to take such a test.

24.09 - Drug Testing

The Employer may randomly test, for drugs and alcohol, employees who have direct contact with inmates, parolees or youths, in the Department of Rehabilitation and Correction, Department of Youth Services and for all employees in classifications listed in Appendix M.

Unless mandated by federal law or regulation, there will be no random drug testing of employees covered by this Agreement, except as otherwise specified in this Agreement. A listing of PCNs and the names of employees shall be provided to the Union one (1) month after this Agreement is effective. Thereafter, the list shall be provided to the Union representative designated by the Executive Director, two (2) times each year. Any drug or alcohol testing shall be conducted pursuant to Appendix M.

The parties recognize that employees in classifications newly added to Appendix M deserve education/orientation on the procedures contained therein. Therefore, for a period of no greater than ninety (90) days following the implementation of this Agreement, no random testing shall occur for the employees newly added to Appendix M. This period shall allow the Employer time to create and implement an educational process on the issues.

24.10 - Employee Assistance Program (EAP)

In cases where disciplinary action is contemplated and the affected employee elects to participate in an Employee Assistance Program (EAP), the disciplinary action may be delayed until completion of the program. Upon notification by the Ohio EAP case monitor of successful completion of the program under the provisions of an Ohio EAP Participation Agreement, the Employer will meet and give serious consideration to modifying the contemplated disciplinary action. Participation in an EAP program by an employee may be considered in mitigating disciplinary action only if such participation commenced within five (5) days of a pre-disciplinary meeting or prior to the imposition of discipline, whichever is later. Separate disciplinary action may be instituted for offenses committed after the commencement of an EAP program.

ARTICLE 25 – GRIEVANCE PROCEDURE

25.01 - Process

A. A grievance is defined as any difference, complaint or dispute between the Employer and the Union or any employee regarding the application, meaning or interpretation of this Agreement. The grievance procedure shall be the exclusive method of resolving grievances. No employee who has rights to final and binding arbitration

of grievances, including disciplinary actions, may file any appeal with the State Personnel Board of Review (SPBR) nor may such Board receive any such appeal.

B. Grievances may be processed by the Union on behalf of a grievant or on behalf of a group of grievants or itself setting forth the name(s) or group(s) of the grievant(s). The Union shall define the members of a group grievance by the Step Three (3) grievance meeting, unless the Union provides evidence that specific and relevant information has been denied which prevents them from defining the group. Either party may have the grievant (or one grievant representing the group grievants) present at any step of the grievance procedure and the grievant is entitled to union representation at every step of the grievance procedure.

C. Probationary employees shall have access to this grievance procedure except those who are in their initial probationary period shall not be able to grieve disciplinary actions or removals.

D. The word "day" as used in this article means calendar day and days shall be counted by excluding the first and including the last day. When the last day falls on a Saturday, Sunday or holiday, the last day shall be the next day which is not a Saturday, Sunday or holiday.

E. When different work locations are involved, transmittal of grievance appeals and responses shall be by U.S. mail. The mailing of the grievance appeal form shall constitute a timely appeal if it is postmarked within the appeal period. Likewise, the mailing of the answer shall constitute a timely response if it is postmarked within the answer period. The Employer will make a good faith effort to insure confidentiality.

F. Grievances shall be presented on forms mutually agreed upon by the Employer and the Union and furnished by the Employer to the Union in sufficient quantity for distribution to all stewards. Forms shall also be available from the Employer.

G. It is the goal of the parties to resolve grievances at the earliest possible time and the lowest level of the grievance procedure. Where available, speakerphone and/or teleconferencing may be utilized for the purpose of conducting grievance meetings.

H. Oral reprimands shall be grievable through Step Two (2). Written reprimands shall be grievable through Step Three (3). If an oral or written reprimand becomes a factor in the first subsequent disciplinary grievance that goes to arbitration, the arbitrator may consider evidence regarding the merits of the oral or written reprimand. Any grievance of which an oral or written reprimand is an element of the claim shall not be arbitrable in accordance with this subsection.

I. Settlement agreements that require payment or other compensation shall be initiated for payment within two payroll periods following the date the settlement agreement is fully executed. If payment is not received within three (3) pay periods, interest at the rate of one percent (1%) shall accrue commencing the first day after the payment was due, and on the same date of subsequent months.

J. The receipt of a grievance form or the numbering of a grievance does not constitute a waiver of a claim of a procedural defect.

K. The Union shall notify the Office of Collective Bargaining (OCB) of the results of the arbitration committee, pre-arbitration review committee and discharge review committee meetings within fourteen (14) days of the meeting. If a grievance is withdrawn by one (1) of the above committees, the Union shall not reinstate the claim beyond sixty (60) days from OCB's receipt of the results of the meeting, unless mutually agreed otherwise.

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 Three (3) of the grievance procedure within fourteen (14) days of notification of such action.

Discharge Grievances

The Agency shall forward a copy of the grievance with the grievance number to the Office of Collective Bargaining (OCB) at the time the grievance is filed at Step Three (3). The Agency shall conduct a meeting and respond within sixty (60) days of the date the grievance was filed at Step Three (3). If the grievance is not resolved at Step Three (3), the parties shall conduct a mediation within sixty (60) days of the due date of the Step Three (3) response. Nothing in this Section precludes either party from waiving mediation and proceeding directly to arbitration. The Union may request arbitration of the grievance within sixty (60) days of the date of the mediation, but no more than one hundred eighty (180) days from the filing of the grievance. The parties shall conduct an arbitration within sixty (60) days of the date of the arbitration request. 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.

Step One (1) - Immediate Supervisor

The grievant and/or the Union shall orally raise the grievance with the grievant's supervisor who is outside of the bargaining unit. The supervisor shall be informed that this discussion constitutes the first step of the grievance procedure. All grievances must be presented not later than ten (10) working days from the date the grievant became or reasonably should have become aware of the occurrence giving rise to the grievance not to exceed a total of thirty (30) days after the event. If being on approved paid leave prevents a grievant from having knowledge of an occurrence, then the time lines shall be extended by the number of days the employee was on such leave except that in no case will the extension exceed sixty (60) days after the event. The immediate supervisor shall render an oral response to the grievance within three (3) working days after the grievance is presented. If the oral grievance is not resolved at Step One (1), the immediate supervisor shall prepare and sign a written statement acknowledging discussion of the grievance, and provide a copy to the Union and the grievant.

Step Two (2) - Intermediate Administrator

In the event the grievance is not resolved at Step One (1), a legible copy of the grievance form shall be presented in writing by the Union to the intermediate administrator or his/her designee within five (5) days of the receipt of the Step One (1) answer or the date such answer was due, whichever is earlier. The written grievance shall contain a statement of the grievant's complaint, the section(s) of the Agreement allegedly violated, if applicable, the date of the alleged violation and the relief sought. The form shall be signed and dated by the grievant. Within seven (7) days after the grievance is presented at Step Two (2), the intermediate administrator shall discuss the grievance with the Union and the grievant. The intermediate administrator shall render a written answer to the grievance within eight (8) days after such a discussion is held and provide a copy of such answer and return a legible copy of the grievance form to the grievant and a copy to one representative designated by the Union.

Step Three (3) - Agency Head or Designee

If the grievance is still unresolved, a legible copy of the grievance form shall be presented by the Union to the Agency Head or designee in writing within ten (10) days after receipt of the Step Two (2) response or after the date such response was due, whichever is earlier. Within fifteen (15) days after the receipt of the written grievance, the parties shall meet in an attempt to resolve the grievance unless the parties mutually agree otherwise. By mutual agreement of the parties, agencies may schedule Step Three (3) meetings on a monthly basis, by geographic areas, so that all grievances that have been newly filed, that have been advanced to Step Three (3) or that have been continued since the previous month, can be heard on a regular basis.

At the Step Three (3) meeting the grievance may be settled or withdrawn, or a response shall be prepared and issued by the Agency Head or designee, within thirty-five (35) days of the meeting. The response will include a description of the events giving rise to the grievance, and the rationale upon which the decision is rendered. The Agency may grant, modify or deny the remedy requested by the Union. Any grievances resolved at Step Three (3) or at earlier steps shall not be precedent setting at other institutions or agencies unless otherwise agreed to in the settlement. The response shall be forwarded to the grievant and a copy will be provided to the Union representative who was at the meeting or one who is designated by the Local Chapter. Additionally, a copy of the answer will be forwarded to the Union's Central Office. This response shall be accompanied by a legible copy of the grievance form.

Step Four (4) - Mediation/Office of Collective Bargaining

If the Agency is untimely with its response to the grievance at Step Three (3), absent a mutually agreed to time extension, the Union may appeal the grievance to Step Four (4) requesting a meeting by filing a written appeal and a legible copy of the grievance form to the Deputy Director of the Office of Collective Bargaining within fifteen (15) days of the date of the due date of the Step Three (3) answer. Upon receipt of a grievance, as a result of a failure to meet time limits by the agency, OCB shall schedule a meeting with the Staff representative and a Chapter representative within thirty (30) days of receipt of the grievance appeal in an attempt to resolve the grievance unless the parties mutually agree otherwise. Within thirty-five (35) days of the OCB meeting, OCB shall provide a written response which may grant, modify or deny the remedy being sought by the Union. The response will include the rationale upon which the decision is rendered and will be forwarded to the grievant, the Union's Step Three (3) representative(s) who attend the meeting and the OCSEA Central Office.

If the grievance is not resolved at Step Three (3), or if the Agency is untimely with its response to the grievance at Step Three (3), absent any mutually agreed to time extension, the Union may appeal the grievance to mediation by filing a written appeal and a legible copy of the grievance form to the Deputy Director of the Office of Collective Bargaining within fifteen (15) days of the receipt of the answer at Step Three (3) or the due date of the answer if no answer was given, whichever is earlier. OCB shall have sole management authority to grant, modify or deny the grievance at Steps Four (4) and Five (5).

Either the Office of Collective Bargaining or the Union may advance a grievance directly from Step Four (4) to Step Five (5) if that party believes that mediation would not be useful in resolving the dispute.

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 25.04 for the selection of arbitrators. No mediator/arbitrator shall hear a case at both mediation and arbitration. The fees and expenses of the mediator shall be shared equally by the parties.

The mediator(s) may employ all of the techniques commonly associated with mediation, including private caucuses with the parties. The taking of oaths and the examination of witnesses shall not be permitted and no verbatim record of the proceeding shall be taken. The purpose of the mediation is to reach a mutually agreeable resolution of the dispute where possible and there will be no procedural constraints regarding the review of facts and arguments. Written material presented to the mediator will be returned to the party at the conclusion of the mediation meeting. The comments and opinions of the mediator, and any settlement offers put forth by either party shall not be admissible in subsequent arbitration of the grievance nor be introduced in any future arbitration proceedings.

If a grievance remains unresolved at the end of the mediation meeting, the mediator will provide an oral statement regarding how he/she would rule in the case based on the facts presented to him/her.

The disposition of grievances discussed during the mediation meeting will be listed by the representative from the Office of Collective Bargaining on a form mutually agreed to by the parties. A copy of the summary shall be provided to the Union within five (5) days.

The parties will consolidate cases for mediation and, whenever possible, schedule the mediation meetings at decentralized locations. A Union staff representative, grievant and a steward or chapter president as designated by the Union may be present at the mediation of a grievance. No more than two (2) of the Union representatives present including the grievant may be on paid leave by the Employer. Each party may have no more than three (3) representatives present at the mediation of a grievance.

Step Five (5) - Arbitration

Grievances which have not been settled under the foregoing procedure may be appealed to arbitration by the Union by providing written notice to the Deputy Director of the Office of Collective Bargaining within sixty (60) days of the mediation meeting or the postmarked date of the mediation waiver but no longer than ninety (90) days from the Step Three (3) response. The parties shall strive to schedule all grievances, other than discharge grievances, filed on or after March 1, 2006, within two hundred forty (240) days from the date of mediation or the date of the mediation waiver. The timeframe may be waived by mutual agreement between OCSEA and OCB. The agencies shall send a copy of the Step

Three (3) responses to the OCSEA central office and to the union representative who was at the Step Three (3) meeting or one who is designated by the local chapter.

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 he presence of witnesses and/or documents. Such requests shall be made no later than three work days prior to the start of the arbitration hearing, except under unusual circumstances where the Union or the Employer has been unaware of the need for subpoena of such witnesses or documents, in which case the request shall be made as soon as practicable. Each party shall bear the expense of its own witnesses who are not employees of the Employer.

Questions of arbitrability shall be decided by the arbitrator. Once a determination is made that a matter is arbitrable, or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute.

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

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 the conclusion of the hearing, 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.

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 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 withdrawn at any step of the grievance procedure. Grievances not appealed within the designated time limits will be treated as withdrawn grievances.

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 in writing.

In the absence of such extensions at any step where a grievance response of the Employer has not been received by the grievant and the Union representative within the specified time limits, the grievant may file the grievance to the next successive step in the grievance procedure.

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.

Upon request, the grievant and Union shall be allowed the use of an available, appropriate room, and copier, where available, for the purpose of copying 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.

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 $0.10 per page.

25.10 - Expedited Arbitration Procedure

In the interest of achieving a more efficient handling of disciplinary grievances, the parties agree to the following expedited arbitration procedure. This procedure is intended to replace the procedure in Section 25.02, Step Five (5), for the resolution of grievances as set forth below. 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. Except for patient/client related cases, the grievances presented to the arbitrator under this section will consist of disciplinary actions without pay of more than five (5), but less than ten (10) days, unless mutually agreed otherwise. The parties may submit other issues by mutual agreement.
C. Only matters of procedural arbitrability may be addressed in this expedited procedure. Grievances where there is an issue of substantive arbitrability may only be dealt with in accordance with Section 25.02, Step Five (5).
D. 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.
E. 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.
F. The arbitrator will either give a bench decision or issue a 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.
G. 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 bench decisions being orally 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, unless mutually agreed otherwise. In disciplinary grievances adjudicated in this forum, there shall be no mediation, and the Employer and the Union are limited to one (1) witness each. 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.

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

25.12 - Attendance

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

25.13 - Joint Training

In an effort to reduce and resolve disputes, the parties are committed to joint training(s) for union officials, staff representatives, human resources and labor relations personnel. The parties ~~will~~ **MAY** conduct a conference regarding contract interpretation by October, 200~~6~~**9**.[1]

[1] *Housekeeping.*

25.14 - Miscellaneous

The parties may, by mutual agreement, alter any procedure or provision outlined herein so long as the mutual agreement does not differ from the spirit of this Article. The parties may examine procedures for the electronic filing and processing of grievances. The parties agree to meet and create a process to expedite grievances filed under Article 17.

ARTICLE 26 – HOLIDAYS[1]

[1] *IN FACT FINDING – Additional changes may be made as a result of the Fact Finder's report.*

26.01 - Observance

The following holidays will be observed:

New Year's Day - First Day in January;
Martin Luther King, Jr.'s Birthday - Third Monday in January;
President's Day - Third Monday in February;

Memorial Day - Last Monday in May;
Independence Day - Fourth day of July;
Labor Day - First Monday in September;
Columbus Day - Second Monday in October;
Veterans Day - Eleventh day of November;
Thanksgiving Day - Fourth Thursday in November;
Christmas Day - Twenty-fifth day of December;

Any other day proclaimed as a holiday by the Governor of the State of Ohio or the President of the United States. A holiday shall start at 12:01 A.M. or with the work shift that includes 12:01 A.M. Upon request, an employee may observe a religious holiday provided that the time off is charged to vacation, compensatory time, personal leave or leave without pay.

When a holiday falls on a Sunday, the holiday is observed on the following Monday. When a holiday falls on a Saturday, the holiday is observed on the preceding Friday. In facilities that operate on Saturday and/or Sunday, or where Work Area Agreements exist, and when the employees' work week is other than Monday through Friday, the holiday will be observed on the day on which it falls.

Employees scheduled to work more than eight (8) hours in a day, may be required to change their schedule to include five (5) eight (8) hour shifts during the week including the holiday, any such schedule changes will be in accordance with Section 13.02. In such case, the employee will receive eight (8) hours of holiday pay for the day the holiday is observed. If an employee is on an alternative schedule and, as defined in Section 13.13 of the Agreement, whose day off falls on the recognized holiday may have the next scheduled day designated as the holiday for purposes of this Article.

26.02 - Holiday Pay

Employees shall receive holiday pay for the number of hours they would normally be scheduled to work the day the holiday is observed. An employee whose scheduled work day off falls on a holiday will receive eight (8) hours holiday pay for that day.

Part-time employees shall receive **FOUR (4) HOURS OF PAY FOR EACH HOLIDAY** ~~holiday pay on a pro-rated basis, based upon the daily average of actual hours worked, excluding overtime, in the previous quarter. The quarters shall be: January 1, April 1, July 1 and October 1~~.[2]

26.03 - Work on Holidays

Employees required to work on a holiday will be compensated at their discretion either at the rate of one and one-half (1 1/2) times their regular rate of pay, or granted compensatory time at the rate of one and one-half (1 1/2) times, plus straight time pay for the holiday. The choice of compensatory time or wages will be made by the employee.

Holiday work beyond regularly scheduled work shall be distributed among employees by the provisions covered in Article 13. No employees' posted regular schedule or days off shall be changed to avoid holiday premium pay. Once posted, the employee's schedule shall not be changed, except that an employee who is scheduled to work on the holiday may be directed not to report to work on the holiday. The Agency reserves the right to determine the number of employees needed to work the holiday.

26.04 - Eligibility for Holiday Pay

An employee on vacation or scheduled sick leave during a holiday will not be charged vacation or sick leave for the holiday.

THE FOLLOWING PROVISION SHALL ONLY APPLY TO THE FOLLOWING HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, THANKSGIVING DAY, AND CHRISTMAS DAY.[3] Employees **IN CLASSIFICATIONS IDENTIFIED BY THE EMPLOYER AS NORMALLY REQUIRING OVERTIME TO COVER AN ABSENCE AND** who are scheduled to work and call off sick the **SCHEDULED** day before, the day of, or the **SCHEDULED** day after a holiday shall forfeit their right to holiday pay for that day, unless there is documented, extenuating circumstances which prohibit the employee from reporting for duty.[4] **IF THE EMPLOYEE WORKS A SHIFT BETWEEN HIS/HER SCHEDULED SHIFT BEFORE OR AFTER THE HOLIDAY, THE EMPLOYEE DOES NOT FORFEIT HIS/HER HOLIDAY PAY.**[5]

[2] *Employees with a payroll appointment type of part-time will be credited with four hours of pay for each holiday.*

[3] *Cuts the number of holidays for which an employee can be docked holiday pay due to use of sick leave on the last scheduled day of work before, the day of, or the first scheduled day of work after the holiday.*

[4] *If an employee absence, due to illness of the employee or a family member, does not cause overtime to be called to replace the employee, on the last scheduled day of work before, the day of, or the first scheduled day of work after the holiday (for the five listed holidays), then the employee will not be docked holiday pay.*

[5] *If an employee calls in sick on the last scheduled day of work before the holiday, or first scheduled day of work after the holiday, but the employee comes in to work an unscheduled shift, then the employee will not be docked holiday pay.*

ARTICLE 27 – PERSONAL LEAVE[1]

27.01 - Eligibility for Personal Leave

Each employee shall be eligible for personal leave at his/her ~~base~~ **REGULAR**[2] rate of pay.

27.02 - Personal Leave Accrual

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

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

27.03 - Charge of Personal Leave

Personal leave which is used by an employee shall be charged in minimum units of one tenth (1/10) hour.

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, Mental Retardation and Developmental Disabilities, Department of Youth Services, and Ohio Veterans Home 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.

[1] *IN FACT FINDING – Additional changes may be made as a result of the Fact Finder's report.*

[2] *Personal leave is paid based on the regular rate of pay which includes both longevity and all applicable supplements.*

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	Annual Amount Per 2080 Hours in Active Pay Status
Less than 1 year	3.1 hours	80 hours (*upon completion one year of service*)
1 year or more	3.1 hours	80 hours
5 years or more	4.6 hours	120 hours
10 years or more	6.2 hours	160 hours
15 years or more	6.9 hours	180 hours
20 years or more	7.7 hours	200 hours
25 years or more	9.2 hours	240 hours

EFFECTIVE WITH THE PAY PERIOD THAT BEGINS AUGUST 30, 2009, THE ABOVE CHART SHALL BE CHANGED AS FOLLOWS. ANY EMPLOYEE WHO IS IN THEIR 4TH, 9TH, 14TH, 19TH OR 24TH YEAR OF SERVICE ON AUGUST 30, 2009 SHALL RECEIVE AN ADDITIONAL PRO-RATED AMOUNT.[1]

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.[2]

Effective July 1, **2010** ~~1986~~, **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** ~~only service with state agencies, i.e. agencies whose employees are paid by the Auditor of State,will be computed~~ for ~~the~~ purpose**S** of **COMPUTING VACATION LEAVE IN ACCORDANCE WITH ORC 9.44.** ~~determining the rate of accrual for new employees. Service time for vacation accrual for employees employed on that date will not be modified by the preceding sentence.~~ **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.**[3]

[1] *Effective the pay period beginning August 30, 2009, the accrual rate for vacation will be adjusted to occur one year earlier than the previous contracts. Therefore, accrual rates will increase on an employee's 4th, 9th, 14th, 19th and 24th year of service. For all employees who are in one of these key years on August 30, 2009, their accrual rate will be adjusted to reflect an additional prorated amount. The proration is not retroactive. This eliminates the need for the vacation dump.*

[2] *Employees may use vacation accruals at the end of their probationary period.*

[3] *Beginning July 1, 2010, bargaining unit employees who have prior service with the State, the Ohio National Guard or any political subdivision of the State (i.e., cities, counties, townships, etc.) will be allowed to present documentation of this prior service and use it in calculating their vacation accrual rate. The new rate shall take effect two pay periods after the documentation is processed and approved by DAS. Employees who have time concurrent in the Ohio National Guard and a state agency or political subdivision do not get double credit.*

28.02 - Maximum Accrual

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

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

28.03 - Procedure

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

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

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

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

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

28.04 - Payment Upon Separation

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

28.05 - Disposition of Work During Vacation

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

28.06 - Leave Availability

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

ARTICLE 29 – SICK LEAVE

29.01 - Definitions: Sick Leave for State Employees

A. "Active pay status" means the conditions under which an employee is eligible to receive pay, and includes, but is not limited to, vacation leave, sick leave, and personal leave.

B. "No pay status" means the conditions under which an employee is ineligible to receive pay and includes, but is not limited to, leave without pay, leave of absence, and disability leave.

C. "Full-time employee" means an employee whose regular hours of duty total eighty (80) in a pay period in a state agency, and whose appointment is not for a limited period of time.

29.02 - Sick Leave Accrual

All employees shall accrue sick leave at the rate of 3.1 hours for each eighty (80) hours in active pay status, excluding overtime hours, not to exceed eighty (80) hours in one year.

Less than full-time employees shall receive 3.1 hours of sick leave for each eighty (80) hours of completed service, not to exceed eighty (80) hours in one year.

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

Sick leave shall be granted to employees who are unable to work because of illness or injury of the employee or a member of his/her immediate family living in the employee's household or because of medical appointments or other ongoing treatment. The definition of "immediate family" for purposes of this Article shall be: spouse, significant other ("significant other" as used in this Agreement, is defined to mean one who stands in place of a spouse, and who resides with the employee), child, step-child, grandchild, parents, stepparents, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, great grandparents, brother, sister, step-siblings, brother-in-law, sister-in-law or legal guardian or other person who stands in the place of a parent. Sick leave may be granted to care for an employee's child/

parent(s) regardless of whether or not the child/parent(s) is currently living in the same household, but in cases in which both parents are employed by the State, only one parent may be granted sick leave to care for a child at home on the same day.

A period of up to ten (10) working days of sick leave will be allowed for parenting during the postnatal period or following an adoption.

The amount of sick leave charged against an employee's accrual shall be the amount used, charged in units of one-tenth (1/10) hour. Employees shall be paid for sick leave at the rates specified below with the effective date of this Agreement. A new usage period will begin with the pay check that includes December 1st. A new usage period will begin each year of the Agreement.

Hours Used	Percent of Regular Rate
1-40 sick leave	100%
40.1 plus sick leave*	70%

*Any sick leave utilized in excess of eighty (80) hours in any usage period shall be paid at one hundred percent (100%).

Any sick leave used during the 40.1 to 80 hours **WILL BE PAID AT 100% WHEN THE SICK LEAVE USAGE IS** for **THE EMPLOYEE, EMPLOYEE'S SPOUSE OR CHILD RESIDING WITH THE EMPLOYEE FOR: 1)** time spent hospitalized overnight ~~by the employee, employee's spouse or child residing with the employee~~ or for those hours of sick leave used before or after the hospital stay that are contiguous to the hospital stay, ~~will be paid at 100%~~ **OR 2) TIME SPENT IN OUTPATIENT SURGERY OR FOR THOSE HOURS OF SICK LEAVE USED BEFORE OR AFTER THE OUTPATIENT SURGERY THAT ARE CONTIGUOUS TO OUTPATIENT SURGERY.**[1] **SICK LEAVE REQUESTED AT LEAST THIRTY (30) CALENDAR DAYS IN ADVANCE FOR PRESCHEDULED MEDICAL APPOINTMENTS FOR THE EMPLOYEE, EMPLOYEE'S SPOUSE OR CHILD RESIDING WITH THE EMPLOYEE MAY BE SUPPLEMENTED AT THE EMPLOYEE'S REQUEST TO 100% OF PAY WITH AVAILABLE SICK LEAVE BALANCES PROVIDED THAT A DOCTOR'S STATEMENT IS SUBMITTED ON THE FIRST DAY THE EMPLOYEE RETURNS TO WORK FOLLOWING THE ABSENCE. THE EMPLOYEE MUST INDICATE THE DESIRE TO SUPPLEMENT SICK LEAVE BALANCES ON THE LEAVE REQUEST**.[2] In the event this paragraph is found to violate the FMLA or any other State or Federal law or regulation or the implementation of such will adversely affect the provisions of this Article, the parties agree that this paragraph will be null and void.

Employees may elect to utilize sick leave to supplement an approved Disability Leave, Workers' Compensation Claim or Childbirth Adoption Leave pursuant to Articles 35, 34.03 and 30.08 (C). Sick leave used for these supplements shall be paid at a rate of one hundred percent (100%) notwithstanding the schedule previously specified. After employees have used all of their accrued sick leave, they may, at the Employer's discretion, use accrued vacation, compensatory time or personal days or may be granted leave without pay.

29.03 - Notification

When an employee is sick and unable to report for work, he/she will notify his/her immediate supervisor or designee no later than one half (1/2) hour after starting time, unless circumstances preclude this notification. The Employer may request a statement, from a physician who has examined the employee or the member of the employee's immediate family, be submitted within a reasonable period of time. Such physician's statement must be signed by the physician or his/her designee. In institutional agencies or in agencies where staffing requires advance notice, the call must be made at least ninety (90) minutes prior to the start of the shift or in accordance with current practice, whichever period is less. Failure to notify the Employer in accordance with the provisions of this paragraph shall result in the employee forfeiting any rights to pay for the time period which elapsed prior to notification unless unusual extenuating circumstances existed to prevent such notification.

If sick leave continues past the first day, the employee will notify his/her supervisor or designee of the anticipated duration of the absence. The employee is responsible for establishing a report-in schedule that is acceptable to the supervisor for the anticipated duration of the absence. If an acceptable schedule is not established the employee will notify his/her supervisor every day pursuant to agency reporting procedures.

29.04 - Sick Leave Policy

It is the policy of the State of Ohio to not unreasonably deny sick leave to employees when requested. It is also the policy of the State to take corrective action for unauthorized use of sick leave and/or abuse of sick leave. It is further the policy of the State that when corrective and/or disciplinary action is taken, it will be applied progressively and consistently. It is the desire of the State of Ohio that when discipline is applied it will serve the purpose of correcting the performance of the employee.

Sick Leave Policy

I. Purpose

The purpose of this policy is to establish a consistent method of authorizing employee sick leave, defining inappropriate use of sick leave and outlining the discipline and corrective action for inappropriate use. The policy provides for the equitable treatment of employees without being arbitrary and capricious, while allowing management the ability to exercise its administrative discretion fairly and consistently.

II. Definition

A. Sick Leave:

Absence granted per negotiated contract for medical reasons.

B. Unauthorized use of sick leave:

1. Failure to notify supervisor of medical absence;
2. Failure to complete standard sick leave form;
3. Failure to provide physician's verification when required;
4. Fraudulent physician verification.

C. Misuse of sick leave:

Use of sick leave for that which it was not intended or provided.

[1] *Sick leave will be paid at 100 percent regardless of whether the usage occurs after the first 40 hours if it is used for time off: (1) immediately before, during or after hospitalization or; (2) immediately before, during or after outpatient surgery when the individual with the illness is the employee, employee's spouse or a child residing with the employee.*

[2] *Sick leave requested at least 30 calendar days in advance for pre-scheduled medical appointments for an employee, employee's spouse or child residing with the employee, which would normally be paid at 70 percent may be supplemented with additional sick leave, at the employee's request, if a physician's statement is submitted on the first day of return to work. The request must be on the RFL form.*

D. Pattern abuse:

Consistent periods of sick leave usage, for example:

1. Before, and/or after holidays;
2. Before, and/or after weekends or regular days off;
3. After pay days;
4. Any one specific day;
5. Absence following overtime worked;
6. Half days;
7. Continued pattern of maintaining zero or near zero leave balances;
8. Excessive absenteeism.

III. Procedure

A. Physician's verification

At the Agency Head or designee's discretion, in consultation with the Labor Relations Officer, the employee may be required to provide a statement, from a physician, who has examined the employee or the member of the employee's immediate family, for all future illness. The physician's statement shall be signed by the physician or his/her designee. This requirement shall be in effect until such time as the employee has accrued a reasonable sick leave balance. However, if the Agency Head or designee finds mitigating or extenuating circumstances surrounding the employee's use of sick leave, then the physician's verification need not be required.

Should the Agency Head or designee find it necessary to require the employee to provide the physician's verification for future illnesses, the order will be made in writing using the "Physician's Verification" form with a copy to the employee's personnel file.

Those employees who have been required to provide a physician's verification will be considered for approval only if the physician's verification is provided within three (3) days after returning to work.

B. Unauthorized use or abuse of sick leave

When unauthorized use, or abuse of sick leave is substantiated, the Agency Head or designee will effect corrective and progressive discipline, keeping in mind any extenuating or mitigating circumstances.

When progressive discipline reaches the first suspension, under this policy, a corrective counseling session will be conducted with the employee. The Agency Head or designee and Labor Relations Officer will jointly explain the serious consequences of continued unauthorized use or abuse of sick leave. The Agency Head or designee shall be available and receptive to a request for an Employee Assistance Program in accordance with Article 9 (EAP). If the above does not produce the desired positive change in performance, the Agency Head or designee will proceed with progressive discipline up to and including termination.

C. Pattern abuse

If an employee abuses sick leave in a pattern, per examples noted in the section under definitions (not limited to those listed), the Agency Head or designee may reasonably suspect pattern abuse. If it is suspected, the Agency Head or designee will notify the employee in writing that pattern abuse is suspected. The Agency Head or designee will use the "Pattern Abuse" form for notification. The notice will also invite the employee to explain, rebut, or refute the pattern abuse claim. Use of sick leave for valid reasons shall not be considered for pattern abuse.

29.05 - Carry-Over and Conversion

Employees will be offered the opportunity to convert to cash any part of their sick leave accrued and not used for the proceeding twelve (12) month period. Payment will be made in the first paycheck in December each year at the following rates.

Number of Hours Subject to Cash Conversion	Percent of Regular Rate
80	80%
72 to 79.9	75%
64 to 71.9	70%
56 to 63.9	65%
48 to 55.9	60%
47.9 and less	55%

An employee not exercising a choice will automatically have the hours carried forward. An employee who has a minimum of five (5) years of state service with the State of Ohio who terminates state service or retires, shall convert to cash any sick leave accrued at the employee's regular rate of pay earned at the time of separation within three (3) years of separation at the rate of fifty-five percent (55%) for retirement separation and fifty percent (50%) for all other separations. If an employee dies, the converted sick leave shall be credited to his/her estate. An employee who is granted military leave or leave without pay may be paid for accrued sick leave or may keep it in reserve for use upon return at his/her discretion. An employee who is re-employed, reinstated or recalled from lay off and who received a lump sum payment for unused sick leave may have such days restored by returning the amount paid by the Employer for the number of days to be restored.

Employees hired after July 1, 1986, who have previous service with political subdivisions of the State may use sick leave accrued with such prior employers but shall not be permitted to convert such sick leave to cash.

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

29.06 - Leave Donation Program

Employees may donate paid leave to a fellow employee who is otherwise eligible to accrue and use sick leave and is employed by the same Agency. The intent of the leave donation program is to allow employees to voluntarily provide assistance to their co-workers who are in critical need of leave due to the serious illness or injury of the employee or a member of the employee's immediate family. The definition of immediate family as provided in rule 123:1-47-01 of the Administrative Code shall apply for the leave donation program.

A. An employee may receive donated leave, up to the number of hours the employee is scheduled to work each pay period, if the employee who is to receive donated leave:
   1. Or a member of the employee's immediate family has a serious illness or injury;
   2. Has no accrued leave or has not been approved to receive other state-paid benefits; and
   3. Has applied for any paid leave, workers' compensation, or benefits program for which the employee is eligible. Employees who have applied for these programs may use donated leave to satisfy the waiting period for such benefits where applicable, and donated leave may be used following a waiting period, if one exists, in an amount equal to the benefit provided by the program, i.e. fifty-six hours (56) pay period may be utilized by an employee who has satisfied the disability waiting period and is pending approval, this is equal to the seventy percent (70%) benefit provided by disability.

B. Employees may donate leave if the donating employee:
   1. Voluntarily elects to donate leave and does so with the understanding that donated leave will not be returned;
   2. Donates a minimum of eight (8) hours; and
   3. Retains a combined leave balance of at least eighty (80) hours. Leave shall be donated in the same manner in which it would otherwise be used except that compensatory time is not eligible for donation.

C. The leave donation program shall be administered on a pay period by pay period basis. Employees using donated leave shall be considered in active pay status and shall accrue leave and be entitled to any benefits to which they would otherwise be entitled. Leave accrued by an employee while using donated leave shall be used, if necessary, in the following pay period before additional donated leave may be received.

   Donated leave shall not count toward the probationary period of an employee who receives donated leave during his or her probationary period. Donated leave shall be considered sick leave, but shall never be converted into a cash benefit.

D. Employees who wish to donate leave shall certify:
   1. The name of the employee for whom the donated leave is intended;
   2. The type of leave and number of hours to be donated;
   3. That the employee will have a minimum combined leave balance of at least eighty hours; and
   4. That the leave is donated voluntarily and the employee understands that the donated leave will not be returned.

E. Appointing authorities shall ensure that no employees are forced to donate leave.

   Appointing authorities shall respect an employee's right to privacy, however appointing authorities may, with the permission of the employee who is in need of leave or a member of the employee's immediate family, inform employees of their co-worker's critical need for leave. Appointing authorities shall not directly solicit leave donations from employees. The donation of leave shall occur on a strictly voluntary basis.

29.07 - Sick Leave Pilot Programs

The parties may, by mutual agreement, enter into a joint study(s) and pilot(s) that will explore alternate sick leave provisions that could modify provisions of Article 29 and be implemented by an institution or agency or as otherwise mutually agreed to by the parties.

The parties further agree that Agencies or individual institutions, with the Agency's approval, and the Union may, with OCB approval, mutually agree to sick leave provisions that allow for alternative sick leave payment arrangements. In the event any of these arrangements are found to violate the FMLA or any other State or Federal law or regulation or the implementation of such will adversely affect the provisions of this Article the parties agree that these arrangement will be null and void.

A special joint committee will be established by OCSEA and OCB to jointly examine sick leave concepts, study sick leave use practices and design alternate sick leave program(s) that can be piloted in state agencies jointly selected by the parties. Such programs would be designed to improve sick leave practices and could include but not be limited to concepts that include gain sharing where savings are realized, paid time off (PTO) type programs or use of time and attendance umpires. OCB is authorized to receive up to twenty-five thousand dollars ($25,000) to initiate a study or to hire a consultant, as it deems appropriate, to assist the committee with the design and implementation of a program. No pilot can be implemented or changed without the mutual agreement of the parties.

29.08 - Leave Availability

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

ARTICLE 30 – OTHER LEAVES WITH PAY[1]

[1] *No change.*

30.01 - Jury Duty

Leave with pay at regular rate shall be granted for service upon a jury. Employees who are scheduled on other than a day shift shall be reassigned to a day shift during the period of service upon the jury. When not impaneled for actual service and only on call, the employee shall report to work as soon as reasonably possible after notification that his/her services will not be needed. In cases where the employee would report to do less than four (4) hours work, the employee need not report. Employees called to jury duty shall submit to the Agency any juror fees received in excess of fifteen ($15) dollars per day.

30.02 - Military Leave

A. Federal Duty

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

B. State Duty

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

C. Maximum Paid Leave(s)

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

D. Pay Differential

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

E. Evidence of Military Duty

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

30.03 - Bereavement Leave

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

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

30.04 - Voting

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

30.05 - Witness Duty

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

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

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

30.06 - Professional Meetings

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

30.07 - Civic Duty

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

30.08 - Paid Adoption/Childbirth Leave

A. Eligibility

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

length of leave for an employee or the two-thousand dollar ($2,000) limit. In the event an infant child dies while an employee is using Adoption/Childbirth leave for that infant, Adoption/Childbirth leave terminates on the date of the death. Requested bereavement leave may begin on the day following the death of the child, and may be supplemented by other leaves as specified in Section 30.03.

B. Waiting Period

To qualify for paid Adoption/Childbirth leave under this Section, an employee must complete a fourteen (14) day waiting period, which commences on the date eligibility is established. An employee may work at the discretion of the employee's appointing authority and/or may take unpaid leave or may use any form of accrued paid leave or compensatory time for which he/she is qualified, or any combination thereof, during the fourteen (14) day waiting period. The fourteen (14) day waiting period under this Section shall satisfy the waiting period for disability leave benefits for employees who qualify for additional leave due to disability, provided the employee does not work during the two (2) week waiting period. The remaining four (4) weeks shall be paid at seventy (70%) percent 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 (100%) percent 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 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 (30%) percent of their normally scheduled work hours during the pay period shall result in a bi-weekly pay amount equal to their regular bi-weekly pay. Employees who work more than thirty (30%) percent 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[1]

[1] *No change.*

31.01 - Unpaid Leaves

A. Union Leave

If an employee is serving as a union officer, for no longer than the duration of his/her term of office up to four (4) years, the Employer shall grant unpaid leaves of absence upon request. If the employee's term of office extends more than four (4) years, the Employer may, at its discretion, extend the unpaid leave of absence. Employees returning from union leaves of absence shall be reinstated to the job previously held. The person holding such a position shall be displaced. Leaves of absence for employees selected or appointed to staff positions with the Union shall expire at the end of twelve (12) months and at such time the employee shall be terminated, and has no further rights to the state position.

B. Pregnancy Leave

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

C. Extended Illness

The Employer may grant an unpaid leave of absence for up to one (1) year, if an employee has exhausted all other paid leave. The employee shall provide periodic, written verification by a medical doctor showing

the diagnosis, prognosis and expected duration of the illness. Prior to requesting an extended illness leave, the employee shall inform the Employer in writing of the nature of the illness and estimated length of time needed for leave, with written verification by a medical doctor. If the Employer questions the employee's ability to perform his/her regularly assigned duties, the Employer may require a decision from an impartial medical doctor paid by the Employer to determine the employee's ability to return to work. If the employee is determined to be physically capable to return to work, the employee may be terminated if he/she refuses to return to work. In the event of conflicting medical opinion in Workers' Compensation cases, the order of the Industrial Commission District Hearing Officer shall be controlling with regard to the employee's ability to return to work.

D. Other Unpaid Leave

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

31.02 - Military Leave

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

31.03 - Application for Leave

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

31.04 - Authorization for Leave

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

31.05 - Failure to Return from Leave

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

31.06 - Application of the Family and Medical Leave Act

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

ARTICLE 32 – TRAVEL

32.01 - Overnight Stays

Current practices regarding authorization for overnight stays shall continue. Overnight stay shall not be considered as travel time or hours worked. However, an employee required to spend two (2) or more consecutive days at a place other than his/her normal report-in location shall be granted travel time for one round trip.

32.02 - Personal Vehicle

EFFECTIVE JULY 1, 2009, I~~I~~f the Agency requires an employee to use his/her personal vehicle, the Agency shall reimburse the employee with a mileage allowance **SET BY THE DIRECTOR OF THE OFFICE OF BUDGET AND MANAGEMENT (OBM). THE MILEAGE ALLOWANCE SHALL NOT BE SET** ~~of not~~ less than forty**-FIVE** ($.45~~0~~) cents **NOR GREATER THAN THE INTERNAL REVENUE SERVICE'S RATE** but if the Internal Revenue Service's rate is reduced to an amount lower than forty**-FIVE** ($.45~~0~~) cents, the rate will be set at the Internal Revenue Service's rate. If an employee uses a motorcycle, he/she will be reimbursed no less than thirteen ($.13) cents per mile. **OBM WILL EXAMINE THE MILEAGE ALLOWANCE QUARTERLY. WHEN THE MILEAGE ALLOWANCE IS CHANGED, THE DIRECTOR OF OBM SHALL PROVIDE OCSEA WITH NOTICE AND A RATIONALE FOR THE CHANGE. THE MILEAGE ALLOWANCE FOR BARGAINING UNIT EMPLOYEES SHALL NOT BE SET AT A RATE LOWER THAN THE MILEAGE ALLOWANCE FOR EXEMPT EMPLOYEES.**[1]

32.03 - Travel Reimbursement

If an employee is required to travel in state over forty-five (45) miles from both his/her headquarters and residence or travel out of state, he/she shall receive the appropriate in-state or appropriate out-of-state reimbursement ~~for actual expenses incurred. The Agency may require receipts or other proof of expenditures before providing reimbursement~~.

~~**32.04 - In-State Travel**~~

If the Agency Head or designee requires an employee to stay overnight ~~in the state~~, the employee shall be reimbursed up to ~~eighty ($80.00) dollars~~ **THE RATE SET BY THE U.S. GENERAL SERVICES ADMINISTRATION** effective July 1, 200~~6~~**9**, plus tax per day for actual lodging expenses incurred**.**~~, and for actual~~ **THE EMPLOYEE SHALL RECEIVE A PER DIEM RATE FOR** meal expenses **AND OTHER INCIDENTALS** incurred ~~up to forty ($40.00) dollars, per day~~ **AT THE RATE SET BY THE U.S. GENERAL SERVICES ADMINISTRATION,** prorated in accordance with the regulations of the Office of Budget and Management (OBM). ~~These rates shall be adjusted upward in accordance with OBM's regulations should the reimbursement rates increase.~~ The Agency may require receipts or other proof of expenditures before providing reimbursement**, EXCEPT FOR MEALS AND INCIDENTALS.**[2]

~~**32.05 - Out-of-State Travel within the United States**~~

~~If the Agency requires an employee to stay overnight out of the state, the employee shall be reimbursed the actual lodging cost incurred within reason, and the employee may choose to receive either actual cost up to a maximum rate~~

[1] *Effective July 1, 2009 (date subject to change based on implementation processes), the rate for mileage reimbursement set by OBM shall be set at no less than $.45 per mile, unless the Internal Revenue Service Rate goes below $.45 per mile. If the IRS rate goes below $.45 per mile then the reimbursement rate will be the IRS rate. The OBM mileage reimbursement rate will not be set lower for bargaining unit employees than it is for exempt employees. OBM will examine mileage rates for adjustment at least on a quarterly basis.*

[2] *Effective July 1, 2009, if an employee is required to spend an overnight either in-state or out-of-state, the rate for hotel expenses and meal reimbursements will be set at the General Services Administration rates for federal employees. Receipts are not required for meal expenses or incidentals.*

~~of thirty ($30.00) dollars per day without providing receipts to OBM, or sixty ($60.00) dollars per day with receipts provided to OBM for meal expenses. However, the Agency may require receipts or other proof of expenditures before providing reimbursement. These rates are subject to proration and upward adjustment in accordance with OBM's regulations.~~

32.04~~6~~ - Travel Outside the United States[3]

If the agency requires an employee to stay overnight outside the United States, the employee shall be reimbursed the actual lodging cost **AND ACTUAL MEAL EXPENSES,** incurred within reason~~, and actual meal expenses up to a maximum rate of seventy-five ($75.00) dollars per day~~ with receipts provided to OBM. The maximum meal rate is authorized only during the portion of the trip that is outside the United States.

[3] An employee who travels outside of the United States will be reimbursed for actual meal costs and actual lodging costs, within reason.

~~**32.07 - Meal Gratuities**~~

~~Reimbursement of meal gratuities is authorized at actual expense, but not to exceed fifteen percent (15%) of the actual meal expense. The amount of the gratuity shall count against the applicable maximum meal rate for in-state travel, out-of-state travel, and travel outside the United States.~~

~~**32.08 - Other Travel-Related Gratuities**~~

~~Reimbursement of other travel-related gratuities, including, but not limited to, porter, housekeeping, and taxi is authorized subject to the following limitations:~~

~~A. Actual cost up to a maximum rate of ten ($10.00) dollars per day for an overnight traveler on the day of travel departure and on the day of return from travel.~~

~~B. Actual cost up to a maximum rate of five ($5.00) dollars per day for an overnight traveler on any day of travel other than the day of departure or day of return, or for a traveler who is not traveling overnight.~~

32.05~~9~~ - Payment

EMPLOYEES WHO TRAVEL ARE REQUIRED TO SUBMIT THEIR REQUESTS FOR REIMBURSEMENT WITHIN SIXTY (60) DAYS OF THE LAST DATE OF TRAVEL. THIS TIME FRAME MAY BE EXTENDED IF MITIGATING CIRCUMSTANCES EXIST, BUT IN NO CASE MAY EXCEED NINETY (90) DAYS.[4]

The State shall be committed to making reimbursement to employees within thirty (30) days of submission of completed and proper expense reports. The thirty (30) days shall begin when a proper expense report is presented to the employee's supervisor for approval.

If an Agency fails to reimburse an employee within thirty (30) days, the Agency shall pay the employee interest on the amount due in accordance with OBM guidelines on prompt payment, or one ($1.00) dollar, whichever is greater.

[4] Employees who travel must submit their requests for reimbursement within 60 days of the last date of travel. This time frame may be extended if there are mitigating circumstances, but in no event shall it exceed 90 days.

EFFECTIVE JULY 1, 2009, ALL EMPLOYEES SHALL RECEIVE TRAVEL REIMBURSEMENTS VIA DIRECT DEPOSIT. EMPLOYEES SHALL AUTHORIZE THE DIRECT DEPOSIT OF THE TRAVEL REIMBURSEMENT INTO THE SAME FINANCIAL INSTITUTION IN WHICH THE EMPLOYEE'S PAYCHECK IS DEPOSITED OR EXECUTE THE REQUIRED DOCUMENTATION TO AUTHORIZE THE DIRECT DEPOSIT INTO A FINANCIAL INSTITUTION DESIGNATED BY THE BOARD OF DEPOSITS FOR THE BENEFIT OF THE EMPLOYEE.[5]

[5] Effective July1,2009,travel reimbursement will only be paid by direct deposit.

The State is ~~committed to the continuance of~~ **DISCONTINUING** the State credit card program. ~~The State shall make credit cards available to all employees who regularly travel.~~ **NO NEW STATE CREDIT CARDS WILL BE ISSUED. EMPLOYEES CURRENTLY HOLDING STATE CREDIT CARDS ARE PERMITTED TO MAINTAIN THEM.**[6]

[6] Housekeeping.

32.06~~10~~ - Duty to Report

It is the employee's responsibility to report to his/her immediate supervisor any accident or traffic violation/citation which he/she may have been involved with or received while on state business. Employees shall obey all applicable state laws and rules. Failure to do so may result in disciplinary action.

32.07~~11~~ - Miscellaneous

In all other travel matters not addressed by the agreement, the provisions of OBM's travel regulations or administrative rules will apply.

ARTICLE 33 – UNIFORMS AND TOOLS[1]

[1] No change.

33.01 - Uniforms

When the Employer requires an employee to wear a uniform, the Employer will furnish sized uniforms appropriate to the gender of the wearer on a replacement basis. If the Employer requires an employee to wear a specific type of safety shoe the Employer will provide the shoe or reimburse the employee for the cost of the shoe at the Employer's option. The Employer will keep the uniform in good repair and will replace it when the uniform is ruined through normal wear and tear. If the uniform needs repair or replacement due to the negligence of an employee, the employee will bear the cost of the repair or replacement. In those institutions where cleaning facilities are available, uniforms shall be cleaned by the Employer. However, they shall not be cleaned with the inmates', clients' or residents' clothes. In all other agencies the Employer shall provide one hundred twenty five dollars ($125) per year for uniform cleaning and repair.

33.02 - Tools

The Agency shall furnish and maintain in good condition the equipment needed by employees to perform their jobs. However, certain employee classifications, e.g., Auto Mechanic, may be required to furnish their own equipment, including but not limited to hand tools.

If employees are required to furnish their own tools or equipment, the Employer shall replace such tools or equipment when they are lost due to fire, wind or theft by forcible entry when in the care or custody of the Employer. The tools or equipment will be replaced with like tools or equipment.

Each employee shall furnish a complete list of his/her tools or equipment, including an accurate description and replacement cost, to his/her immediate supervisor in writing within thirty (30) days from the effective date of this Agreement. An employee shall keep such list current.

ARTICLE 34 – SERVICE-CONNECTED INJURY AND ILLNESS

34.01 - Health Insurance

Employees receiving ~~lost time Workers' Compensation,~~ Occupational Injury Leave **(OIL), SALARY CONTINUATION,** or Hostage Leave benefits **SHALL CONTINUE TO BE RESPONSIBLE FOR THE EMPLOYEE'S REGULAR SHARE OF THE HEALTH INSURANCE PREMIUM WHILE RECEIVING SAID BENEFITS. IN THE EVENT OIL, HOSTAGE LEAVE, OR SALARY CONTINUATION TERMINATES WITHIN A PAY PERIOD AND THE EMPLOYEE IS ELIGIBLE FOR TEMPORARY TOTAL BENEFITS FOR THE REMAINING PERIOD, THE EMPLOYEE'S SHARE OF THE HEALTH INSURANCE PREMIUM SHALL BE BORNE BY THE EMPLOYER.**

EMPLOYEES RECEIVING LOST TIME WORKERS' COMPENSATION BENEFITS OR AWAITING THE APPROVAL OF A WORKERS' COMPENSATION CLAIM AND NOT RECEIVING ANY OF THE ABOVE BENEFITS for a claim arising from employment with the State of Ohio who have health insurance shall continue to be eligible for health insurance at no cost to the employee **FOR A PERIOD** not to exceed twenty-four (24) months.[1] ~~Further, pending the approval of a Workers' Compensation claim, the Employer shall continue coverage at no cost to the employee, including the employee's share of such costs, for a period not to exceed twenty-four (24) months.~~ The Employer has the right to recover such payments if the Workers' Compensation claim is determined to be non-compensable.

34.02 - ~~Coverage for Workers' Compensation Waiting Period~~ 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 AND 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.[2] 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.[3]

EFFECTIVE FOR DATES OF INJURY OCCURRING ON OR AFTER JULY 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.[4]

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 UPON THEIR RETURN TO WORK BUT SHALL NOT ACCRUE VACATION LEAVE. EMPLOYEES ON SALARY CONTINUATION ARE IN ACTIVE PAY STATUS.[5]

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.[6]

~~An employee shall be allowed full pay at regular rate during the first seven (7) consecutive calendar days of absence when he/she suffers a compensable work-related injury, arising from employment with the State of Ohio, or contracts a service-related illness with a duration of more than seven (7) consecutive days. If the injury/illness has a duration of more than fourteen (14) consecutive days and the employee receives Workers' Compensation benefits for the first seven (7) consecutive days, the employee will reimburse the Employer for the payment received under this Article.~~[7]

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 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.

[1] *While an employee is receiving OIL, Salary Continuation or Hostage Leave benefits, the employee's share of the health insurance premium will continue to be deducted from the benefit payment. If an employee is receiving or awaiting approval of a Workers' Compensation claim, the state will pay the employee's share of the health insurance premium for a period up to two years.*

[2] *Beginning July 1, 2009, when a permanent employee is injured at work and is not eligible for OIL, Salary Continuation will provide uninterrupted payment of the total rate of pay up to 480 hours per Workers' Compensation claim.*

[3] *To be eligible for Salary Continuation, an employee must: 1) follow reporting guidelines; 2) be evaluated by an approved physician; 3) not be provided a Transitional Work Program; and 4) apply for Workers' Compensation within 20 days of the incident.*

[4] *An employee will be eligible for Salary Continuation until one or more of the following occur: 1) 480 hours is exhausted; 2) treating physician states the employee can return to work; 3) the Workers' Compensation claim is denied by BWC; 4) the IC rules that the employee has reached maximum medical improvement; 5) the employee is disqualified from Workers' Compensation benefits; 6) the employee is no longer in state service; 7) the employee accepts temporary total compensation benefits for the same time period; 8) the employee is granted OIL benefits for the incident in question.*

[5] *Sick leave will not be used in lieu of salary continuation. Employees will accrue sick leave and personal leave but not vacation leave. An employee on salary continuation is not eligible for any other paid leave while receiving salary continuation.*

[6] *If the employee is disqualified from Workers' Compensation, they will be required to repay any salary continuation benefits.*

[7] *Housekeeping.*

34.03 - Other Leave Usage to Supplement Workers' Compensation

Employees may utilize sick leave, personal leave 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 ~~E~~**E**mployees of the Department of Mental Health, the Department of Mental Retardation and Developmental Disabilities, the **DEPARTMENT OF VETERANS SERVICES** ~~Ohio Veteran's Home~~, the Schools for the Deaf and Blind, the Department of Rehabilitation and Correction, and the Department of Youth Services shall be ~~entitled~~ **ELIGIBLE UP** to a **MAXIMUM OF** total of nine hundred sixty (960) hours of occupational injury leave ~~a year~~ **PER CLAIM** with pay at **TOTAL** ~~regular~~ 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.**[8]

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.**[9]

A FULL-TIME PERMANENT EMPLOYEE ON A TRANSITIONAL WORK ASSIGNMENT EQUIVALENT TO HIS/HER REGULARLY SCHEDULED HOURS WHO HAS CONTINUING TREATMENT RELATED TO HIS/HER OIL OR WORKERS' COMPENSATION CLAIM MUST FIRST, ATTEMPT TO SCHEDULE THE APPOINTMENT DURING NON-WORKING HOURS. SECOND, IF THE EMPLOYEE IS UNABLE TO SCHEDULE THE APPOINTMENT DURING NON-WORKING HOURS, THE EMPLOYEE MUST WORK WITH THE EMPLOYER TO FLEX HIS/HER SCHEDULE TO ACCOMMODATE THE APPOINTMENT. THIRD, AFTER THE FIRST TWO 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 VISIT, WITH A MAXIMUM OF THREE (3) VISITS PER WEEK.[10]

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.[11]

34.06 - Hostage Leave

An employee who has been taken hostage shall be eligible for up to sixty (60) days leave with pay at ~~regular~~ **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 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 OF PAY FOR COMMITTEE BUSINESS.

THE APPROVED PHYSICIAN LIST WILL BE EFFECTIVE JULY 1, 2009, UNLESS MUTUALLY AGREED OTHERWISE. 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.[12]

34.09 - JOINT TRAINING

BY JULY 1, 2009, THE PARTIES SHALL JOINTLY DEVELOP TRAINING FOCUSING ON THE CHANGES TO THE WORKERS' COMPENSATION AND OIL PROCESSES. THE PARTIES SHALL OFFER JOINT TRAINING SESSIONS.[13]

ARTICLE 35 – DISABILITY BENEFITS

35.01 - Disability Program

Eligibility and administration of disability benefits shall be pursuant to current Ohio Law and the Administrative Rules of the Department of Administrative Services except for the following modifications and clarifications:

A. Any full-time permanent employee with a disabling illness, injury, or condition that will last more than fourteen (14) consecutive days AND who has completed one (1) year of continuous state service immediately prior to the date of the disability may be eligible for disability leave benefits.

[8] *OIL benefits shall be paid up to 960 hours per claim at an employee's total rate. Whether an employee has suffered an aggravation of a pre-existing condition or a new injury will be decided by BWC/IC.*

[9] *Where an employee participates in a light duty/TWP program for less than full time, any OIL or Salary Continuation hours remaining may be used to supplement the hours up to his/her regularly scheduled hours.*

[10] *Remaining OIL hours may be used in place of sick leave for continuing treatment where 1) the appointment cannot be scheduled during non-work hours and 2) the employee's schedule cannot be flexed. A maximum of one hour per appointment with a maximum of three appointments per week are allowable.*

[11] *Refusal to participate in a light duty/TWP when eligible will result in termination of OIL or Salary Continuation benefits.*

[12] *Establishes a labor-management committee to create the approved physician list. The list will be effective July 1, 2009, unless mutually agreed otherwise. The committee will be responsible for resolving any issues related to the list.*

[13] *The Union and the Employer will jointly develop training.*

B. To be eligible for disability leave benefits, an employee must be: (1) in active pay status on approved sick leave, (2) on approved disability leave, (3) on approved leave of absence without pay for personal medical reasons or (4) disability separated. Employees alleging conditions precluded by OAC 123:1-33-14 are not eligible for disability benefits, unless the exceptions of the section are met. An application for disability benefits based on a diagnosis of a mental disorder, including but not limited to, psychosis, mood disorders, and anxiety, must be confirmed by a licensed mental health provider authorized by the Employer's Mental Health Administrator. Where the initial application is accompanied by the opinion of such provider, it shall be processed accordingly. However, where the diagnosis is submitted by any other medical professional, the Employer shall make expeditious arrangements for the required examination by the licensed mental health provider. Approval of the application will be contingent upon receipt of substantiation from such provider. In the event the examination is outside the parameters of the employee's mental healthcare plan, the cost of the examination shall be borne by the Employer.

C. Part-time or established term regular and established term irregular employees who have worked fifteen hundred (1500) or more hours within the twelve (12) calendar months preceding disability shall be entitled to disability benefits based upon the average regular weekly earnings for weeks worked over that twelve (12) month period.

D. ~~Effective for all claims filed on or after March 1, 2006, d~~**D**isability benefits will be paid at seventy percent (70%) of the employees base rate of pay for the first three (3) months, and fifty percent (50%) for the next nine (9) months, and shall be entitled to receive disability leave benefits up to a lifetime maximum of twelve (12) months. **EFFECTIVE FOR ALL NEW CLAIMS FILED ON OR AFTER JULY 1, 2009, DISABILITY BENEFITS WILL BE PAID AT SIXTY-SEVEN PERCENT (67%) OF THE EMPLOYEE'S BASE RATE OF PAY UP TO A LIFETIME MAXIMUM OF TWELVE (12) MONTHS. THE LIFETIME MAXIMUM OF TWELVE (12) MONTHS BEGAN WITH ANY NEW CLAIM FILED ON OR AFTER MARCH 1, 2006.**[1] All employees receiving payments under Article 35 prior to ~~March~~ **JULY** 1, 200~~6~~**9** shall be paid according to the terms of Article 35 contained in the Collective Bargaining Agreement which expired on ~~February 28~~**APRIL 15**, 200~~6~~**9**.[2] ~~The utilization of disability leave prior to March 1, 2006 and the continuation of any disability leave past March 1, 2006 shall not be counted against the above one (1) year maximum. Employees who are grandfathered under the previous provisions of Article 35 shall continue to only receive benefits under such provisions until their instant disability leave is terminated, either by recovery and ability to return to work, expiration of the time period allocated to that disability claim, the lifetime maximum limits or termination of employment. Thereafter any claim filed shall be administered in accordance with the new provisions of this Article, effective March 1, 2006.~~[3]

E. The Employer agrees that transitional work programs will not violate the provisions of the Family and Medical Leave Act.

F. Pursuant to OAC 123:1-33-14, employees who have been denied Workers' Compensation lost time benefits for an initial claim, may file an application for disability leave benefits twenty (20) days from the notification by the Bureau of Workers' Compensation of the denial of an initial claim.

G. Disability separations shall be made pursuant to OAC 123:1-33. The Employer's decision to disability separate an employee or to deny reinstatement from an involuntary disability separation shall not be grievable but shall be exclusively subject to appeal through the State Personnel Board of Review (SPBR).

H. In the event an employee submits an application for disability leave after either (1) the employee has received notice that he/she is under investigation for possible disciplinary action or (2) where an investigation regarding the employee is actively underway, disability payments may be held in abeyance subject to the following procedure: The Agency shall promptly notify DAS that (1) an investigation is underway, (2) the date that the investigation was initiated, (3) the basis of the investigation and (4) why access to the employee is necessary for completion of the investigation. A copy of the disability leave application and all accompanying documentation shall be forwarded with the notification. In the event that DAS concurs that the disability payments should be held in abeyance, DAS shall notify the employee, by regular and certified mail, that the disability payments shall not be processed until the completion of the investigation. An investigatory interview pursuant to Article 24, Section 24.04 of the Collective Bargaining Agreement shall be scheduled no more than thirty (30) days after the Agency files the investigation for possible discipline with DAS. The matter shall then be subject to the constraints of Article 24 of the Collective Bargaining Agreement. Upon completion of the investigatory interview, or the thirty (30) day period, payments may be made, providing the application qualifies for eligibility. However, if the investigation cannot be completed as a result of the employee's absence, the investigatory interview shall be cancelled and the application shall be denied. Said denial shall not prevent the submission of a new application, subject to the above same requirements. This section shall not be applicable where the absence, and subsequent disability, is the result of hospitalization for more than five (5) days for a serious medical condition. If an application for disability benefits is pending and/or has been approved prior to the initiation of the investigation, this section shall not be applicable.

35.02 - Disability Review

The Employer shares the concern of the Union and employees over the need to expeditiously and confidentially process disability leave claims.

The Employer and the Union shall review such concerns as time frames, paper flow, and possible refinement of procedural mechanisms for disability claim approval.

35.03 - Information Dissemination

The Employer recognizes the need to standardize the communication of information regarding disability benefits and application procedures. To that end, the Employer and the Department of Administrative Services shall produce explanatory materials, which shall be made available to union representatives, stewards or individual employees upon request.

35.04 - Orientation

No later than September, 2006, the Union and the Employer shall develop a disability orientation program, focusing on eligibility requirements, for union representatives so that they may train stewards as part of the information dissemination effort.

[1] *Disability claims filed on or after July 1, 2009, will be paid at 67 percent of the base rate for a lifetime maximum of 12 months. Lifetime maximum does not begin anew but continues as of March 1, 2006, as previously negotiated.*

[2] *Employees who are receiving disability benefits prior to July 1, 2009, shall continue to receive benefits pursuant to the 2006-2009 contract, i.e., 70 percent of the base rate of pay for the first three months and 50 percent of pay for the remaining nine months.*

[3] *Housekeeping.*

35.05 - Insurance Providers and Third Party Administrators

In the event that the administration of the disability program is conducted by a private insurance carrier or a third party administrator the administration shall be conducted in accordance with insurance industry underwriting procedures and standards without reducing benefits or eligibility requirements as provided in this Agreement.

The Employer reserves the right to contract with a licensed mental health adjudicator to evaluate and approve or disapprove applications for disability leave based on any form of mental disorder as provided in Section 35.01 of this Article.

ARTICLE 36 – WAGES[1]

[1] *IN FACT FINDING – Additional changes may be made as a result of the Fact Finder's report.*

36.01 - Definitions

"Classification salary base" is the minimum hourly rate of the pay range for the classification to which the employee is assigned.

"Step rate" is the specific value within the pay range to which the employee is assigned.

"Base rate" is the employee's step rate plus longevity adjustment.

"Regular rate" is the base rate (which includes longevity) plus all applicable supplements.

"Total rate" is the regular rate plus shift differential, where applicable.

Notwithstanding any other provision of this agreement, if these definitions lead to any reduction in pay, the previous application shall apply.

36.02 - General Wage Increase[2]

[2] *IN FACT FINDING – Additional changes may be made as a result of the Fact Finder's report.*

Effective with the beginning of the pay period which includes July 1, 2006, the pay schedules shall be increased by three percent (3%).

Effective with the beginning of the pay period which includes July 1, 2007, the pay schedules shall be increased by three and a half percent (3.5%).

Effective with the beginning of the pay period which includes July 1, 2008, the pay schedules shall be increased by three and a half percent (3.5%).

36.03 - Step Movement[3]

[3] *IN FACT FINDING – Additional changes may be made as a result of the Fact Finder's report.*

Effective the pay period including July 1, 2003, there shall be no non- probationary step movements, including any step movement provided for in agency specific agreements. Step movement shall resume on the pay period including July 1, 2005. No retroactive movement shall occur for the two (2) years that have been skipped. Freezing of step movements shall not affect the performance evaluation schedule.

Newly hired employees will move to the next step in their pay range after completion of probation. In periods other than July 1, 2003 through June 30, 2005, subsequent step movement shall occur after one (1) year of successful completion of probation provided the employee receives an overall rating of "satisfactory". Correction Officers and Juvenile Correctional Officers shall receive their initial step increase upon the completion of their probationary period or six (6) months of service as a Correction Officer or Juvenile Correctional Officer which ever comes first. All employees of the Department of Youth Services and the Department of Rehabilitation and Correction assigned to classifications which required a one hundred twenty (120) day probationary period pursuant to the previous Agreement, which expired on February 28, 1997, which require a one hundred eighty (180) day probationary period, as set forth in Article 6 shall be eligible for a step increase in the pay period following the successful completion of one hundred twenty (120) days of the probationary period.

If the employee's performance evaluation is not completed on time, the employee shall not be denied a step increase.

36.04 - Promotions

Employees who are promoted shall be placed in a step to guarantee an increase of approximately four percent (4%).

36.05 - Classifications and Pay Range Assignments

A. Classifications and Pay Range Changes

1. Employer Changes

The Employer, through the Office of Collective Bargaining, may create classifications, change the pay range of classifications, authorize advance step hiring if needed for recruitment or other legitimate reasons, and issue or modify specifications for each classification as needed. Before proposing changes to the Department of Administrative Services, an agency must discuss them with the Union pursuant to Section 8.02. Additionally, the Office of Collective Bargaining shall notify the Union forty-five (45) days in advance of any change of pay range or specifications. **THE UNION MAY PLACE CLASSIFICATION ISSUES ON THE LABOR/MANAGEMENT AGENDA FOR DISCUSSION AND POSSIBLE RESOLUTION OF OUTSTANDING ISSUES.**[4] Should the Union dispute the proposed action of the Employer and the parties are unable to resolve their differences, they shall resolve the issue through arbitration pursuant to Section 25.03 of this Agreement. The Union shall appeal the matter to arbitration by providing written notice to the Employer. The matter shall be submitted to a mutually agreed upon arbitrator knowledgeable in classification and compensation matters.

[4] *Clarifies that the Union may place classification issues on agency labor/management committee agendas.*

2. ~~Union~~ **JOINT** Review

A. JOINT COMMITTEE

THERE SHALL BE A JOINT COMMITTEE ESTABLISHED FOR CLASSIFICATION REVIEWS. STANDING MEMBERS OF THIS COMMITTEE INCLUDE A DESIGNEE FROM OCB, A DESIGNEE FROM DAS – COMPENSATION AND RECRUITMENT, AND TWO DESIGNEES FROM OCSEA CENTRAL OFFICE. THE STANDING MEMBERS, IN CONSULTATION WITH THEIR RESPECTIVE CONSTITUENCIES, SHALL DETERMINE THE SCOPE OF REVIEW. THIS MAY INCLUDE DEFINING A SEGMENT, A SERIES, OR PORTIONS OF THE CLASS PLAN AND/OR CLASSIFICATIONS TO BE STUDIED.

IF THE STANDING MEMBERS CANNOT MUTUALLY AGREE THE UNION SHALL CHOOSE A SEGMENT, A SERIES, OR PORTIONS OF THE CLASS PLAN AND/OR CLASSIFICATIONS TO BE JOINTLY REVIEWED IN GOOD FAITH. AFTER THE SCOPE OF REVIEW IS DETERMINED, THE STANDING MEMBERS SHALL CHOOSE THE OTHER MEMBERS OF THE JOINT COMMITTEE BASED ON THE CLASS SEGMENT UNDER CONSIDERATION. THE PARTIES WILL BE LIMITED TO FIVE (5) MEMBERS EACH IN ADDITION TO THE STANDING MEMBERS. THE COMMITTEE SHALL ALSO APPOINT SUBJECT MATTER EXPERT GROUPS OF THOSE WHO HAVE EXPERIENCE IN THE CLASSIFICATION(S) BEING REVIEWED.[5]

THE PURPOSE OF SUCH REVIEWS IS TO MEET STATE NEEDS, TO HAVE EMPLOYEES PLACED IN THE PROPER CLASSIFICATION IN ACCORDANCE WITH THEIR ASSIGNED DUTIES, AND TO HAVE THE PROPER COMPENSATION ASSIGNED TO DUTIES BEING REQUIRED TO BE PERFORMED, AND EVALUATE TO ENSURE THAT BARGAINING UNIT DUTIES REMAIN WITHIN THE BARGAINING UNIT. IF SPECIALIZED TRAINING IS REQUIRED THAT IS DIRECTLY RELATED TO THE POSITIONS BEING REVIEWED, THE JOINT COMMITTEE WILL WORK WITH THE AGENCIES TO DETERMINE SUCH TRAINING NEEDS. ANY TRAINING DETERMINED TO BE NEEDED WILL BE OFFERED TO THOSE EMPLOYEES WHOSE POSITION IS DIRECTLY IMPACTED IN ORDER OF SENIORITY.

THE JOINT COMMITTEE SHALL DEVELOP A COMPREHENSIVE PROPOSAL THAT INCLUDES, BUT IS NOT LIMITED TO: A RATIONALE FOR CHANGE, CREATION, MODIFICATION, DELETION, AND/OR REPLACEMENT OF THE EXISTING CLASSIFICATION SPECIFICATIONS, AN ALLOCATION PLAN, A TRANSITION PLAN, A STATEMENT OF COST, AND A PROCESS TO HANDLE TRANSITION ISSUES.[6]

UPON DEVELOPING A PROPOSAL, THE JOINT COMMITTEE SHALL CONSIDER THE FOLLOWING FACTORS AS APPROPRIATE: CAREER PATHS, THE STATE'S OPERATIONAL NEED, COST, THE POSSIBLE REDUCTION OF CONTRACTING OUT, TRAINING NEEDS, THE DELINEATION BETWEEN EXEMPT AND BARGAINING UNIT WORK, AND OTHER FACTORS DEEMED APPROPRIATE BY THE JOINT COMMITTEE.[7]

THE STANDARD PROCESS OF ALLOCATION WILL BE AS FOLLOWS UNLESS THE JOINT COMMITTEE OTHERWISE MUTUALLY AGREES UPON A DIFFERENT PROCESS: IF THE EMPLOYEE IS PERFORMING DUTIES OF A LOWER CLASSIFICATION, THE EMPLOYEE SHALL BE ASSIGNED INTO A LOWER CLASSIFICATION AND SHALL BE PLACED IN THE STEP WITHIN THE NEW PAY RANGE THAT PROVIDES THE EMPLOYEE WITH COMPENSATION THAT IS EQUAL TO HIS/HER CURRENT RATE OR THAT PROVIDES THE LEAST AMOUNT OF INCREASE, BUT NO DECREASE IN PAY. IF THE EMPLOYEE IS DETERMINED TO BE PERFORMING DUTIES OF A CLASSIFICATION WITH A LOWER PAY RANGE, THE EMPLOYER WILL MAKE A REASONABLE EFFORT TO ASSIGN DUTIES WITHIN THE ORIGINAL CLASSIFICATION. LONGEVITY SUPPLEMENTS SHALL NOT DECREASE AS A RESULT OF BEING PLACED IN STEP X. IF THE EMPLOYEE'S BASE RATE OF PAY EXCEEDS THE MAXIMUM RATE OF PAY IN THE NEW PAY RANGE, THE EMPLOYEE SHALL BE PLACED IN STEP X. IF THE EMPLOYEE IS PERFORMING DUTIES OF A HIGHER CLASSIFICATION, THE EMPLOYEE SHALL BE PLACED IN THE HIGHER CLASSIFICATION AT THE STEP IN THE HIGHER PAY RANGE WHICH IS APPROXIMATELY FOUR PERCENT (4%) HIGHER THAN THE CURRENT STEP RATE OF THE EMPLOYEE. WHEN AN EMPLOYEE IS BEING ASSIGNED TO A CLASSIFICATION OR NEW PAY RANGE AS A RESULT OF A CLASS PLAN CHANGE, IF THE EMPLOYEE HAS COMPLETED A PROBATIONARY PERIOD, THE EMPLOYEE SHALL BE PLACED IN A STEP NO LOWER THAN STEP TWO (2) OF THE NEW PAY RANGE.[8]

PAY ADJUSTMENTS, IF ANY, PURSUANT TO THE CLASSIFICATION JOINT REVIEW SHALL NOT BE MADE EFFECTIVE BEFORE THE BEGINNING OF THE NEXT FISCAL YEAR UNLESS MUTUALLY AGREED OTHERWISE. IF THE PARTIES CANNOT MUTUALLY AGREE TO THE IMPLEMENTED PAY RANGE ASSIGNMENTS OR COMPENSATION METHOD, THE UNION SHALL HAVE THE RIGHT TO APPEAL THE PAY RANGE DETERMINATION DIRECTLY TO STEP FIVE (5) OF ARTICLE 25 WITHIN 30 DAYS. AN ARBITRATOR SHALL HAVE NO AUTHORITY TO AWARD BACK PAY FOR ANY PERIOD OF TIME PRIOR TO THE BEGINNING OF THE FISCAL YEAR THAT BEGINS AFTER THE GRIEVANCE AWARD.[9]

IF THE JOINT COMMITTEE CANNOT MUTUALLY AGREE TO THE EMPLOYEE'S PROPOSED CLASSIFICATION ASSIGNMENT, THE EMPLOYEE, THROUGH THE UNION, HAS 60 DAYS FROM THE DATE OF THE TRANSITION NOTICE TO APPEAL THE CLASSIFICATION ASSIGNMENT. THE CHAPTER MUST APPEAL USING THE WORKING OUT OF CLASS FORM TO OCSEA AND OCB, STATING WHICH CLASSIFICATION ASSIGNMENT IS APPROPRIATE.

[5] *Establishes a labor/management committee to discuss classification changes and allows for additional bargaining unit members to serve on the committee as Subject Matter Experts (SMEs).*

[6] *The purpose of the committee is to ensure that the employees are properly placed in classifications with the proper pay. The committee will also outline possible training needs.*

[7] *Allows the Union to better monitor career paths and contracting out, and to maintain bargaining unit duties within bargaining unit positions.*

[8] *Clarifies that longevity will not change due to the fact an employee is placed in Step X and that no employee will be placed in Step 1 in the new pay range if they have completed probation.*

[9] *Wage rate changes that occur as a result of classification review will not go into effect until the start of the next fiscal year.*

THE SAME FORUM AS A WORKING OUT OF CLASSIFICATION HEARING SHALL BE UTILIZED. THE PROPOSED CLASSIFICATION ASSIGNMENT SHALL BE CONDUCTED BY A MUTUALLY AGREED ARBITRATOR. THE ARBITRATOR SHALL DETERMINE WHETHER THE PROPOSED ASSIGNMENT IS APPROPRIATE. THE EMPLOYEE SHALL RECEIVE ANY PAY ADJUSTMENT EFFECTIVE THE DATE THE STUDY WAS IMPLEMENTED. THE DECISION OF THE ARBITRATOR IS FINAL AND BINDING.

B. DISCONTINUATION OF THE JOINT COMMITTEE

IN CASES WHERE THE COMMITTEE DECIDES TO DISCONTINUE ITS WORK AND NO OTHER JOINT OCSEA REVIEWS ARE IN PROGRESS, THE UNION MAY REVERT TO THE TRADITIONAL 36.05 UNION REVIEW PROCEDURE OUTLINED BELOW. [10]

At the request of the Union, but not more frequently than once each four (4) years per classification, the Department of Administrative Services shall review up to eight (8) designated classifications per year for duties, responsibilities, education and/or experience, certification and/or licensure, and working condition factors. Such review shall be combined with salary survey data to determine appropriate salary range assignment. Absent mutual agreement, said data shall not be used to reduce a classification pay range assignment. Such reviews shall be based upon a position description questionnaire survey of all incumbents in the classification, and shall be completed within one hundred eighty (180) days of the initial request. The timelines in classifications exceeding two hundred (200) incumbents will be mutually set. Each employee shall complete his/her own PDQ. Those employees who do not complete an individual PDQ shall be assigned to the appropriate classification and pay range based on the supervisor's review. Employees on disability will be given the option to complete a PDQ, or have their supervisor complete a PDQ.

Prior to the distribution of PDQ's the Union and State shall conduct a joint training on how to complete PDQ's. The content of the training shall be mutually agreed to by DAS and the Union. The scheduling and the training shall be mutually conducted by agency personnel and the Union. The training shall be no more than two (2) hours.

If an employee is found to have been improperly classified as determined from his/her PDQ, the employee shall be allocated to the appropriate classification in accordance with the finding of DAS. If the employee is performing duties of a lower classification, the employee shall be assigned into a lower classification and shall be placed in the step within the new pay range that provides the employee with compensation that is equal to his/her current rate or that provides the least amount of increase, but no decrease in pay. Longevity supplements shall not decrease as a result of being placed in step X. If the employee's base rate of pay exceeds the maximum rate of pay in the new pay range, the employee shall be placed in step X. If the employee is performing duties of a higher classification, the employee shall be placed in the higher classification at the step in the higher pay range which is approximately four percent (4%) higher than the current step rate of the employee. The back pay award, if any, shall be effective on the effective date of the pay range determination in accordance with this Article. The employee, through the Union, has sixty (60) days from the date the Union receives the findings of DAS to appeal the classification assignment. An employee on disability may appeal a classification assignment under this process within two (2) weeks following reinstatement from the disability.

Classification allocation appeals shall be conducted by the arbitrator selected for the Article 19 grievance reviews. The arbitrator shall determine whether the employee is appropriately allocated to the new classification, and if not, determine the classification assignment that is appropriate. If it is found that the employee is serving in a class not subject to the classification review; the employee shall receive an adjustment effective the date the study was implemented. Employees who do not complete a PDQ shall have no right to appeal the DAS determination. This appeal process shall also apply to state initiated classification reviews.

Pay adjustments pursuant to the classification review shall not be made effective before the beginning of the next fiscal year unless mutually agreed otherwise. The Union shall have the right to appeal the pay range determination directly to Step Five (5) of Article 25 within 30 days of receipt of written notice of the Department of Administrative Services determination. An Arbitrator shall have no authority to award back pay for any period of time prior to the beginning of the fiscal year that begins after the grievance award.

When a classification is reallocated to a higher pay range, employees in the affected class shall be assigned to the step in the new pay range which provides for a wage increase of approximately four percent (4%), except that no employee who has completed probation in that classification will be assigned to step one (1).

~~B. Holding Classes~~[11]

~~The parties agree to meet and discuss the review of Holding Classifications with the exception of the Project Inspector Series, the Workers' Compensation Claims Representative Series, Employer Services Analyst and BWC Customer Service Representative in order to minimize or eliminate the number of holding classifications. The parties agree to meet on this issue within one hundred twenty (120) days of the signed Agreement.~~

B. IT TRANSITION PROCESS[12]

1. JOINT STATE-OCSEA TRANSITION COMMITTEE[13]

A JOINT IT TRANSITION SUBCOMMITTEE, FORMED BY THE ARTICLE 8.05 JOINT STATEWIDE IT COMMITTEE, WILL PROVIDE OVERSIGHT AND MONITOR THE ALLOCATION AND TRANSITION OF EMPLOYEES FROM EXISTING CLASSIFICATIONS CREATED PRIOR TO 2009 TO NEW IT CLASSIFICATIONS THAT

[10] *If the Union and the Employer cannot mutually agree to a classification to be reviewed, the Union will select the classification to be reviewed.*

[11] *Housekeeping.*

[12] *Esablishes are new IT classifications and pay ranges (see Appendix I: Bargaining Unit 14, [last page]) and defines a process to move bargaining unit members into the new classifications.*

[13] *Provides for a statewide labor/management IT committee to have oversight of the transition from the old to the new IT classifications. Such a transition will be agency-by-agency.*

WILL BE EFFECTIVE BEGINNING 2009. THIS SUBCOMMITTEE WILL CONSIST OF A DESIGNEE FROM OCB, A DESIGNEE FROM DAS – COMPENSATION AND RECRUITMENT, A DESIGNEE FROM OIT, AND OCSEA WILL APPOINT AN EQUAL NUMBER OF REPRESENTATIVES. THIS TEAM WILL BE INVOLVED TO ADVISE AND GUIDE THE TRANSITION PROCESS IN EACH AGENCY.

THE JOINT IT TRANSITION SUBCOMMITTEE WILL DEVELOP A TOOLKIT FOR TRANSITION AND WILL FACILITATE THE INDIVIDUAL ALLOCATION PLANS OF EACH STATE AGENCY. THE JOINT IT TRANSITION SUBCOMMITTEE WILL HAVE THE RESPONSIBILITY TO SET GUIDELINES RELATING TO THE APPROACH FOR TRANSITION AND ALLOCATION, THE STANDARDIZED USE OF THE NEW CLASSIFICATIONS, COMMUNICATION, AS WELL AS NOTICE AND FACILITATION OF ANY OTHER TRANSITION RELATED MATTERS THAT IMPACT EMPLOYEES INVOLVED IN THE IT CLASSIFICATION TRANSITION PROCESS.

2. AGENCY TRANSITION COMMITTEES[14]

A JOINT AGENCY TRANSITION COMMITTEE WILL BE FORMED AT EACH AGENCY AS TRANSITION FROM OLD TO NEW CLASSIFICATION BEGINS. TRANSITION WILL BE PHASED IN BY AGENCY. THE JOINT AGENCY COMMITTEE WILL BE COMPOSED OF AN EQUAL NUMBER OF MANAGEMENT AND LABOR APPOINTEES, NOT TO EXCEED EIGHT (8) TOTAL MEMBERS. A MANAGEMENT APPOINTEE MUST INCLUDE THE AGENCY CIO OR DESIGNEE AND OCSEA WILL APPOINT MEMBERS THAT WILL INCLUDE REPRESENTATIVES FROM THE TRANSITION AGENCY. UNDER THE DIRECTION OF THE JOINT IT TRANSITION SUBCOMMITTEE, BY MUTUAL AGREEMENT, A JOINTLY APPOINTED SMALL AGENCY TRANSITION COMMITTEE MAY BE FORMED TO ADDRESS TRANSITION ISSUES IN MULTIPLE SMALL AGENCIES WHERE IT IS DEEMED USEFUL.

3. THE JOINT IT TRANSITION TOOLKIT[15]

THE JOINT IT TRANSITION SUBCOMMITTEE WILL DEVELOP A TOOLKIT TO FACILITATE THE INDIVIDUAL ALLOCATION PLANS OF EACH STATE AGENCY INCLUDING:

A. A COMMUNICATION PLAN TO ADDRESS THE RATIONALE THAT SUPPORTS THE NEED FOR CHANGE AND EXPLAINS THE PROCESS FOR TRANSITION.
B. A DUTY IDENTIFICATION TOOL (DIT) THAT ASKS THE EMPLOYEE TO COMPLETE A QUESTIONNAIRE THAT HELPS IDENTIFY THEIR CURRENT DUTIES AND RESPONSIBILITIES. UPON REQUEST, MEMBERS OF THE SUBCOMMITTEE CAN RECEIVE COPIES OF THE DITS FOR EMPLOYEES REPRESENTED BY OCSEA.
C. A LETTER TEMPLATE THAT DESCRIBES THE TRANSITION PROCESS AND NOTIFIES EMPLOYEES OF THEIR EXPECTED CLASSIFICATION.
D. MATRIX TO DIRECT QUESTIONS OR CONCERNS.
E. BASIC OUTLINE OF CLASSIFICATIONS THAT MAY BE AFFECTED.
F. STANDARDS/GUIDELINES AND/OR EXAMPLES OF ALLOCATION OPTIONS FOR TRANSITION.
G. THE TOOLKIT WILL INCLUDE OTHER TEMPLATES AND DOCUMENTS AS NEEDED.

4. ALLOCATION AND PAY RANGE TRANSITION PROCEDURE[16]

THE NEW CLASSIFICATION PLAN WILL BE IMPLEMENTED BY ASSIGNING EMPLOYEES TO THE NEW CLASSIFICATION THAT BEST REPRESENTS THE DUTIES AND RESPONSIBILITIES THEY CURRENTLY PERFORM. WITH RESPECT TO THE TRANSITION FROM THE OLD CLASSIFICATION TO THE NEW CLASSIFICATION ASSIGNMENT AND PAY RANGE THE FOLLOWING PRACTICES WILL BE FOLLOWED: [17]

A. EMPLOYEES ASSIGNED A CLASSIFICATION IN THE SAME PAY RANGE AS THE OLD CLASSIFICATION WILL RECEIVE THE SAME COMPENSATION AND ANNIVERSARY DATE FOR SUBSEQUENT STEP INCREASES.[18]
B. EMPLOYEES ASSIGNED A HIGHER PAY RANGE CLASSIFICATION THAN THE OLD CLASSIFICATION THEY PREVIOUSLY HELD WILL MOVE TO THE PAY RANGE OF THE HIGHER CLASSIFICATION AT THE STEP THAT IS CLOSEST TO THEIR CURRENT STEP. IF THE STEP PROVIDES AN INCREASE OF MORE THAN 3.5%, THE EMPLOYEE'S STEP DATE SHALL BE RESET.[19]
C. EMPLOYEES ASSIGNED A LOWER CLASSIFICATION PAY RANGE THAN THEIR OLD CLASSIFICATION WILL BE PLACED IN THE LOWER PAY RANGE IN THE STEP THAT PROVIDES THE EMPLOYEE WITH COMPENSATION THAT IS EQUAL TO HIS/HER CURRENT RATE[20] OR THAT PROVIDES THE LEAST AMOUNT OF INCREASE BUT NO DECREASE. FOR A PERIOD OF TWO YEARS FROM THE DATE THEY ARE ASSIGNED TO THE LOWER CLASSIFICATION, THOSE EMPLOYEES WHO HAVE BEEN PLACED IN A LOWER PAY RANGE WILL BE GIVEN PREFERENCE, BY SENIORITY, FOR THE FOLLOWING:[21]
   1. ANY TRAINING OFFERED IN ORDER TO OBTAIN THE SKILLS REQUIRED TO DO THE WORK IN THEIR OLD, OR IN SOME CIRCUMSTANCES HIGHER, PAY RANGE; AND
   2. ANY PROMOTIONAL OPPORTUNITIES AVAILABLE IN THEIR OLD, OR IN SOME CIRCUMSTANCES HIGHER, PAY RANGE.

   WITH REGARD TO THOSE EMPLOYEES WHO HAVE BEEN PLACED IN A LOWER PAY RANGE, ANOTHER AVAILABLE OPTION THE EMPLOYER

[14] *Each agency will have a labor/management transition committee to oversee the implementation to the new IT classifications.*

[15] *The statewide labor/management IT committee will develop toolkits that will help standardize practices for agency transition.*

[16] *Employees will be assigned a new IT classification based on their current duties and assignments.*

[17] *Outlines the process that will be used regarding compensation when employees are assigned their new IT classification.*

[18] *If the pay range is the same in both the old and new classification, the employee will stay where they are in the current step, maintaining their anniversary date.*

[19] *If the pay range is higher in the new classification, the employee will move to the step that matches or is closest to their current step maintaining their current anniversary date. If an increase is more than 3.5 percent, the anniversary date will be reset.*

[20] *Employees moved to a lower pay range will be placed in the step that is closest to or matches their current step. Employee pay rate cannot decrease from the rate being received before the movement occurs*

[21] *If employees lack the skills or experience to work in a classification in a higher pay range, they will be given a two year preference for training and promotions, provided they meet the minimum qualifications.*

MAY EXPLORE AT THE TIME OF TRANSITION IS TO PLACE THEM IN A TRANSITION CLASS AND DEVELOP A TRANSITION PLAN AS OUTLINED IN THE PARAGRAPHS BELOW.[22]

D. **IF AN EMPLOYEE IS ASSIGNED TO A LOWER PAY RANGE AND THE EMPLOYEE'S BASE RATE OF PAY EXCEEDS THE MAXIMUM RATE OF PAY IN THE NEW PAY RANGE, THE EMPLOYEE SHALL BE PLACED IN A TRANSITION CLASS THAT WILL ALLOW THEM TO MAINTAIN THEIR PAY RANGE AND ANY AVAILABLE STEP INCREASES FOR A PERIOD OF UP TO TWO YEARS FROM THE DATE OF THE NEW CLASSIFICATION ASSIGNMENT. THE STEP INCREASE WILL OCCUR PURSUANT TO ARTICLE 22.03. THE AGENCY AND EMPLOYEE PLACED IN A TRANSITION CLASS WILL DEVELOP A TRANSITION PLAN THAT OUTLINES THE RESPONSIBILITIES OF EACH PARTY TO OBTAIN REQUIRED SKILL LEVELS, ASSIGNED WORK AND/OR EXPERIENCE THAT WILL TRANSITION THEM TO A CLASSIFICATION IN AN EQUAL OR HIGHER PAY RANGE AS THEIR OLD CLASSIFICATION. IN INSTANCES WHERE CIRCUMSTANCES EXIST THAT PRECLUDE THE EMPLOYEE FROM GAINING THE REQUIRED SKILL OR EXPERIENCE, THE TRANSITION CLASSIFICATION PERIOD CAN BE EXTENDED UP TO ONE YEAR.**[23]

EMPLOYEES WHO ARE UNABLE TO MOVE TO AN EQUAL OR HIGHER PAY RANGE BEFORE THE END OF THE TRANSITION PLAN WILL BE PLACED IN THE LOWER PAY RANGE OF THE ORIGINAL ASSIGNMENT TO THE NEW CLASSIFICATION. THE EMPLOYEE WILL BE PLACED IN THE STEP WITHIN THE NEW PAY RANGE THAT PROVIDES THE EMPLOYEE WITH COMPENSATION THAT IS EQUAL TO HIS/HER CURRENT RATE THAT PROVIDES THE LEAST AMOUNT OF INCREASE BUT NO DECREASE IN PAY AS FOLLOWED IN SECTION 36.05. IF EMPLOYEE'S BASE RATE OF PAY EXCEEDS THE MAXIMUM RATE OF PAY IN THE NEW PAY RANGE, THE EMPLOYEE SHALL BE PLACED IN STEP X. LONGEVITY SUPPLEMENTS SHALL NOT DECREASE AS A RESULT OF BEING PLACED IN STEP X.[24]

IF AN EMPLOYEE IS NOT ASSIGNED AN EQUAL PAY RANGE CLASSIFICATION AND THEY WISH TO DISPUTE MOVING TO A LOWER PAY RANGE CLASSIFICATION AT THE END OF THEIR TRANSITION CLASS PERIOD THEY CAN APPEAL BY FILING A GRIEVANCE WITHIN 30 DAYS OF THE ASSIGNMENT PURSUANT TO SECTION E (ADR PROCESS).[25]

E. **NOTWITHSTANDING THE PROVISIONS OF THIS SECTION, THE UNION AND THE AGENCY OR AGENCIES MAY AGREE, IN WRITING, TO PLACE AN EMPLOYEE WHO IS ASSIGNED A LOWER CLASSIFICATION TO A DIFFERENT CLASSIFICATION. SUCH AGREEMENTS SHALL NOT BE CONSTRUED AS FILLING A VACANCY THAT IS AVAILABLE FOR PROMOTION. SUCH AGREEMENTS WILL BE MADE WITHIN TWO YEARS OF THE AGENCY TRANSITION.**[26]

5. **DISPUTE RESOLUTION PROCEDURES**[27]

A STATEWIDE IT ALTERNATIVE DISPUTE RESOLUTION (ADR) COMMITTEE WILL BE ESTABLISHED TO ADDRESS GRIEVANCES FILED DURING THE IT TRANSITION PERIOD. THE COMMITTEE WILL BE MADE UP OF AN EQUAL NUMBER OF PARTICIPANTS FROM MANAGEMENT AND THE UNION AS DIRECTED BY THE ARTICLE 8.05 JOINT STATEWIDE IT COMMITTEE. THE ADR COMMITTEE IS LIMITED TO ADDRESSING ISSUES ARISING FROM THE IT TRANSITION ONLY. GRIEVANCES WILL BE FILED IN ACCORDANCE WITH ARTICLE 25.[28]

IF THE ISSUE IS NOT RESOLVED BY STEP 3 OF THE GRIEVANCE PROCESS, THE ISSUE WILL BE FORWARDED TO THE STATEWIDE IT ADR COMMITTEE. IF THE ISSUE IS NOT RESOLVED BY THE STATEWIDE IT ADR COMMITTEE, THE TIMELINE FOR APPEALING THE GRIEVANCE TO STEP FOUR (4) OF THE GRIEVANCE PROCESS WILL BEGIN AT THAT TIME. IF AN ALLOCATION ISSUE CANNOT BE RESOLVED BY THE IT ADR COMMITTEE, THE WORKING OUT OF CLASSIFICATION ARBITRATOR WILL BE UTILIZED TO RESOLVE THE DISPUTE. OTHER ISSUES NOT RESOLVED REGARDING THE IT TRANSITION BY THE IT ADR COMMITTEE WILL BE REFERRED TO STEP FOUR (4) MEDIATION. THE PARTIES WILL THEN SETTLE THE ISSUE BASED UPON THE MEDIATOR'S RECOMMENDATION. FOLLOWING THE IT TRANSITION, THE ARTICLE 8.05 JOINT INFORMATION TECHNOLOGY COMMITTEE WILL THEN EVALUATE THE NECESSITY FOR CONTINUED EXISTENCE OF THE ADR COMMITTEE.

6. **WORKING OUT OF CLASSIFICATION GRIEVANCES**

CURRENT ARTICLE 19 LANGUAGE WILL BE UTILIZED TO RESOLVE WORKING OUT OF CLASSIFICATION ISSUES. IF ISSUES ARISE BETWEEN THE PARTIES AND/OR THE ARBITRATOR REGARDING THE INTENT OF THE CLASSIFICATION SPECIFICATIONS AND/OR CLASS CONCEPTS OF THE IT CLASSIFICATION SPECIFICATIONS, THESE ISSUES WILL BE REFERRED TO AND ADDRESSED BY THE ARTICLE 8.05 COMMITTEE.[29]

WORKING OUT OF CLASSIFICATION GRIEVANCES MAY NOT BE FILED ONCE THE AGENCY BEGINS THE IT TRANSITION. TRANSITION IS COMPLETE FOR THE PURPOSES OF WORKING OUT OF CLASSIFICATION GRIEVANCES WHEN ALL IT EMPLOYEES HAVE BEEN RECLASSIFIED TO THE NEW CLASSIFICATIONS. FOR THE

[22] *Outlines the option to develop a transition plan to move the employee into a position where they would maintain their old pay range.*

[23] *A new transition classification is established for employees who are assigned a lower pay range classification, but no matching step is available within that pay range. The agency and employee must develop a transition plan outlining the responsibilities of each party (i.e., skill development, assigned work, time to gain experience, etc.) that helps the employee obtain the skills for a higher pay range classification. The employee retains their wage rate and step increases for the duration of the transition plan for up to two years automatically or three years by mutual agreement.*

[24] *If at the end of the transition plan, the employee is still unable to move to the classification desired, the employee will be placed in the lower classification and in Step X. Longevity will not be affected.*

[25] *If an employee is moved to a lower classification at the end of their transition period, the employee can appeal by filing a grievance within 30 days of the reassignment.*

[26] *An employee assigned to a lower classification can be placed in a different classification if the Employer and the Union agree. This must be done within two years of the start of an agency's transition period.*

[27] *Describes the Alternative Dispute Resolution procedures to handle unresolved disputes that might arise regarding the new classification or the two year transition period.*

[28] *Establishes a statewide labor/management ADR committee to handle grievances filed during the IT transition period. Unresolved grievances will be resolved by a binding decision by a mediator.*

[29] *Working Out of Class grievances will follow the current WOC procedure. If questions arise that cannot be determined at that level, it will be referred back to the statewide labor/management IT committee for clarification.*

PURPOSES OF WORKING OUT OF CLASSIFICATION GRIEVANCES, EMPLOYEES MAY NOT FILE GRIEVANCES UNDER THE PREVIOUS IT CLASSIFICATION SPECIFICATIONS ONCE THE AGENCY COMPLETES THE IT TRANSITION.[30]

7. **CONTRACT RIGHTS DURING TRANSITION**[31]

THE PARTIES HAVE AGREED THAT THE IT CLASSIFICATION TRANSITION WILL BE IMPLEMENTED BY INDIVIDUAL AGENCIES AND THAT DIFFERENT CONTRACT TERMS PERTAINING TO ARTICLE 17 PROMOTIONS, TRANSFERS, DEMOTIONS, AND RELOCATIONS, ARTICLE 18 LAYOFFS, AND OTHER RIGHTS THAT ARE NEGOTIATED BY THE JOINT INFORMATION TECHNOLOGY COMMITTEE PURSUANT TO ARTICLE 43 WILL APPLY ONLY TO THOSE AGENCIES THAT HAVE TRANSITIONED TO THE NEW CLASSIFICATIONS.[32]

AGENCIES THAT HAVE NOT TRANSITIONED TO THE NEW CLASSIFICATIONS WILL FOLLOW THE GENERAL CONTRACT RIGHTS UNDER THE CURRENT COLLECTIVE BARGAINING AGREEMENT AND NOT THE IT SPECIFIC PROVISIONS NEGOTIATED BY THE JOINT INFORMATION TECHNOLOGY COMMITTEE.[33]

C. High Performance Work Systems

The Employer and the Union agree to **EXPLORE THE DEVELOPMENT OF**[34] ~~maintain a joint committee to continue to examine issues raised in the joint report on~~ high performance work systems**.** ~~and alternative compensation systems issued 3/13/98. The committee shall consist of up to five (5) representatives designated by the Union and the Office of Collective Bargaining. The state employee members will serve without loss of pay or travel expenses, exclusive of overtime.~~ **THE EMPLOYER AND THE UNION MAY MUTUALLY AGREE TO JOINTLY DEVELOP OR REVISE WORK PROCESSES, ESTABLISH MEASURED ALTERNATIVE COMPENSATION SYSTEMS, IMPLEMENT FLATTER ORGANIZATIONAL STRUCTURES, IMPLEMENT FLEXIBLE SCHEDULING METHODS AND/OR CONSIDER OTHER INTIATIVES THAT MAY CONTRIBUTE TO MORE EFFICIENT AND EFFECTIVE DELIVERY OF STATE GOVERNMENT SERVICES. SUCH AGREEMENTS MUST BE EXECUTED BY THE DIRECTOR OF THE OFFICE OF COLLECTIVE BARGAINING, AND THE PRESIDENT AND EXECUTIVE DIRECTOR OF OCSEA. THE EMPLOYER AND THE UNION MAY MUTUALLY AGREE TO DEVELOP LOCAL AGENCY JOINT TRAINING INITIATIVES SUCH AS WORK REDESIGN AND COMPENSATION METHODS IN ORDER TO PROVIDE COMMITTEE MEMBERS WITH THE KNOWLEDGE AND SKILLS NECESSARY TO ACHIEVE COMMITTEE GOALS AND OBJECTIVES.**[35]

~~The committee will include in its work consideration of ways that the recommendations contained in the report can be implemented as set out in pages 6-11. The parties agree that, except as may be mutually agreed otherwise, no pilot or project initiated as a result of this effort will conflict with, amend or abridge any provision of this Agreement.~~[36] **IN THE EVENT THAT THE REDESIGN OF SERVICES RESULTS IN AN OVERALL REDUCTION IN EMPLOYEES, THE EMPLOYER SHALL MAKE A GOOD FAITH EFFORT TO REDUCE THE IMPACT TO EMPLOYEES THROUGH ATTRITION, ALTERNATIVE WORK AND PLACEMENT INTO VACANT POSITIONS IN ORDER TO PREVENT LAYOFF.**[37] ~~It is further agreed that no pilot or project initiated as a result of this effort will result in loss of pay or benefits, nor shall it result in the layoff of any employee.~~[38]

THE PARTIES AGREE THAT, EXCEPT AS MAY BE MUTUALLY AGREED OTHERWISE, NO PILOT OR PROJECT INITIATED AS A RESULT OF THIS EFFORT WILL CONFLICT WITH, AMEND OR ABRIDGE ANY PROVISION OF THIS AGREEMENT.[39]

36.06 - Roll Call Pay

Effective July 1, 2004, Correction Officers and Psychiatric Attendants in the Department of Rehabilitation and Correction shall be entitled to thirty (30) minutes of roll call pay at straight time for reporting not less than ten (10) minutes prior to the beginning of their shift. Roll call pay shall not be considered time in active pay status for the purposes of Article 13, Section 13.10.

36.07 - Longevity Pay

Beginning on the first day of the pay period within which an employee completes five (5) years of total state service, each employee will receive an automatic salary adjustment equivalent to one-half percent (1/2%) times the number of years of service times the first step of the pay rate of the employee's classification up to a total of twenty (20) years. This amount will be added to the step rate of pay.

Longevity adjustments are based solely on length of service excluding any service time earned between July 1, 2003 and June 30, 2005, inclusive. They shall not be affected by promotion, demotion or other changes in classification.

Effective July 1, 1986, only service with state agencies, i.e. agencies whose employees are paid by the Auditor of State, will be computed for the purpose of determining the rate of accrual for new employees. Service time for longevity accrual for employees will not be modified by the preceding sentence.

AN EMPLOYEE WHO HAS RETIRED IN ACCORDANCE WITH THE PROVISIONS OF ANY RETIREMENT PLAN OFFERED BY THE STATE AND WHO IS EMPLOYED BY THE STATE OR ANY POLITICAL SUBDIVISION OF THE STATE ON OR AFTER JUNE 24, 1987, SHALL NOT HAVE HIS/HER PRIOR SERVICE WITH THE STATE OR ANY POLITICAL SUBDIVISION OF THE STATE COUNTED FOR THE PURPOSE OF COMPUTING LONGEVITY.[40]

36.08 - Shift Differential[41]

Bargaining unit members who ~~are~~ regularly ~~assigned to~~ work shifts ~~shall receive a shift differential of $.35 per hour for each hour worked in each shift~~ beginning between ~~the hours of~~ 2:00 p.m. and 3:00 a.m. **SHALL RECEIVE $.35 PER HOUR IN SHIFT DIFFERENTIAL, UNDER THE FOLLOWING CIRCUMSTANCES:**

1. **NO BARGAINING UNIT MEMBER WHO REGULARLY WORKS FIRST SHIFT WILL RECEIVE SHIFT DIFFERENTIAL PAY, EVEN IF THEY WORK OVERTIME ON A DIFFERENT SHIFT WHICH BEGINS BETWEEN 2:00 P.M. AND 3:00 A.M.**

[30] *WOCs cannot be filed during the transition period. Transition will be considered complete for the purposes of WOCs once all IT employees have been*

[31] *The statewide labor/management IT committee will negotiate new Article 17 and Article 18 language before any agency transition can occur.*

[32] *Transition will be implemented by agency (not a statewide conversion). Once an agency begins transition, new IT language agreed upon by the statewide labor/management IT Committee pursuant to Article 43 will apply. These changes must be negotiated and resolved before agency implementation begins.*

[33] *Prior to an agency entering transition, the general 2009-2012 contract language will apply and not the IT specific provisions (i.e., Article 17, Article 18) for the new classifications.*

[34] *Outlines mutual commitment to high performance work systems.*

[35] *Allows for mutual agreement to make changes to compensation and work systems.*

[36] *Housekeeping.*

[37] *Provides layoff prevention effort when joint revisions to work processes take place.*

[38-39] *Housekeeping.*

[40] *Employees who retire from state service and who have been reemployed by the State shall not have any prior service time counted toward longevity accrual.*

[41] *The amount of shift differential payable to an employee remains at $.35 per eligible hour. However, the eligible hours have been clarified. In many institutions, this language incorporates previous practice. However, in some institutions, this language represents several significant changes: 1) Members regularly assigned to first shift do not receive shift differential; 2) Overtime hours for a person who regularly works first shift will not include shift differential; 3) To be eligible for shift differential, the shift must begin between 2:00 p.m. and 3:00 a.m. inclusive; 4) Shift differential for overtime on second or third shifts will only be available for members who regularly work second or third shifts.*

2. **BARGAINING UNIT MEMBERS WHO REGULARLY WORK SHIFTS BEGINNING BETWEEN 2:00 P.M. AND 3:00 A.M. WILL RECEIVE SHIFT DIFFERENTIAL PAY FOR EACH SHIFT WORKED WHICH BEGINS BETWEEN 2:00 P.M. AND 3:00 A.M.**
3. **NO BARGAINING UNIT MEMBER WILL RECEIVE SHIFT DIFFERENTIAL FOR SHIFTS WHICH DO NOT BEGIN BETWEEN 2:00 P.M. AND 3:00 A.M.**

The shift differential shall be added to the employee's regular rate of pay.

36.09 - Electronic Funds Transfer (EFT)

Effective July 01, 2006 all employees shall receive their pay via direct deposit. Employees shall authorize the direct deposit of the employee's compensation into a financial institution of the employee's choice or execute the required documentation to authorize the direct deposit into a financial institution designated by the Auditor of State for the benefit of the employee.

36.10 - Agency Specific Agreements

Any Agency Specific Agreement reached during the present round of negotiations that provides for any increase in the form of salaries, bonuses or supplements, etc. is null and void as to the amount of the increase. All present supplements in agency specific agreements should continue unchanged for the duration of this Agreement.

36.11 - PAYROLL ERRORS[42]

WHERE A SYSTEM WIDE ERROR HAS BEEN MADE ON EMPLOYEE PAYROLL, ALL AFFECTED EMPLOYEES SHALL BE NOTIFIED FORTHWITH OF THE ERROR, ITS RAMIFICATIONS, CORRECTIVE ACTIONS, AND TIMELINES FOR SAID ACTIONS.

WHERE MORE THAN $50.00 IN EXCESS WAGES HAVE BEEN PAID TO AN EMPLOYEE AS THE RESULT OF AN ERROR BY THE EMPLOYER, NO MORE THAN $50.00 PER PAY PERIOD SHALL BE DEDUCTED FROM AN EMPLOYEE'S PAYCHECK, UNLESS THE ERROR WAS READILY IDENTIFIABLE BY THE EMPLOYEE. IN THAT INSTANCE, A SCHEDULE FOR REPAYMENT SHALL BE ESTABLISHED WITH THE EMPLOYEE, THE PAYROLL OFFICER AND THE APPROPRIATE AGENCY EMPLOYEE. THE PAYMENT SCHEDULE SHALL BE REDUCED TO WRITING AND A COPY PROVIDED TO THE EMPLOYEE.

[42] *Complies with current law and current practice.*

ARTICLE 37 – EMPLOYEE TRAINING AND DEVELOPMENT

37.01 - Dissolution of the Workforce Development Fund - (5D7 Fund)

Effective June 30, 2006 the Workforce Development Fund (5D7 Fund) shall cease to exist for the purposes of funding the obligations of this Article. New applications for computer loans postmarked subsequent to January 27, 2006 and tuition vouchers postmarked subsequent to February 28, 2006 will not be accepted with the exception of tuition vouchers for employees already enrolled in an identifiable curriculum of: (1) higher education; (2) attainment of certification; or (3) licensure. In consideration of the Union's full assumption of the obligation to provide benefits to the bargaining unit as detailed in Section 37.03 (A) of this Agreement subsequent to June 30, 2006, and in lieu of any and all claims by way of a settlement of the unencumbered balance of the 5D7 fund, the State will convey to the Union from the 5D7 fund a single lump sum conveyance of $1,500,000 not later than July 15, 2006. The Union forfeits all claims against the Employer for any and all residual assets of the 5D7 fund, with the following exception: Those files, databases, equipment, and other materials which were purchased by the fund for the sole use of fund administration, which are no longer needed by the Department of Administrative Services for final disposition of fund business, will be transferred to the Union. Existing employee computer loan balances shall be repaid to the 5D7 fund in accordance with loan obligation agreements through the current payroll deduction arrangement.

37.02 - Training and Development

The Employer and the Union recognize the importance of employee training and development as an element of productivity and quality improvement. Employee training and development is regarded as a strategic investment to expand as well as develop employee skills through training initiatives.

37.03 - Union Education Trust

A. Purpose

The Employer shall contribute to the Union Education Trust for the purpose of developing and supporting a comprehensive program of employee training initiatives, including but not limited to the following:

1. Basic skills development;
2. Technical and computer skills training;
3. Tuition assistance, reimbursement and vouchers;
4. Workplace redesign and technological change;
5. Education related to Labor/Management relationships and problem-solving;
6. Agency-specific projects.

B. Funding and Accounting

Effective July 1, 2006, the Employer shall contribute to the OCSEA Workforce Development Fund a monthly amount equal to nineteen ($19) dollars for each bargaining unit member in active pay status as of the 1st of the month. The amount of the Employer contribution shall be transmitted to the Union no later than the end of the month. Not less than three (3) months following the end of the Union's fiscal year, OCSEA shall provide the Department of Administrative Services Finance Officer a full and accurate accounting of the Fund by an independent outside auditor using Generally Accepted Accounting Principles (GAAP). State bargaining unit employees in active pay status who serve as trustees of the OCSEA Workforce Development Fund will receive release from their normal duties in accordance with the provisions of Article 3, Section 3.10 (A) for the purpose of attending quarterly fund meetings; and conferences related to the administration of the Fund's business, programs or initiatives.

37.04 - Orientation Training

Every new employee will receive orientation that provides an overview of the role and function of the Agency. Such orientation may also include, but is not limited to, current procedures, forms, methods, techniques, materials and equipment. This may be done on a group basis and shall be given as needed.

Employees who work in Corrections, Youth Services, MH and MR/DD facilities will be provided training in crisis intervention techniques to appropriately respond to client behavior that could result in injury to self or others.

37.05 - In-Service Training

Whenever employees are required to participate in in-service training programs, they shall be given time off from work with pay to attend such programs, including any travel time needed. The Employer shall pay any costs incurred in such training. Every reasonable effort shall be made to notify employees of training opportunities through available channels of communication.

37.06 - Leave for Training/Continuing Education Programs

The Employer may grant permanent employees paid leave during regular work hours to participate in non-Agency training/continuing education programs which are directly related to work in the employee's Agency and will lead to the improvement of the employee's skills and job performance or as a part of an approved career ladder or skill expansion program. Reasonable effort will be made to equitably distribute such training opportunities among employees.

37.07 - Training Records

Except where the Union and the State have otherwise agreed, upon completion of a training/continuing education program, the participant will forward a certificate or other appropriate recognition of course completion to the appropriate Agency designee for placement in the employee's personnel file.

If such evidence is not received, additional requests for release time will not be approved.

37.08 - Pre-Retirement Programs

The Employer shall request the Public Employees Retirement System to conduct pre-retirement programs or it may conduct such programs for employees who are within one (1) year of eligibility for full retirement. Such training, if provided, shall be during regular working hours and eligible employees scheduled to work at that time shall be given time off to attend the training. Employees may attend only one (1) training session.

37.09 - Accreditation, Licensure or Certification Requirements

If accreditation, licensure or certification requirements of a position are changed and an employee serving in such a position does not possess the requirements(s), the affected employee shall meet such requirement(s) as soon as reasonably possible.

If meeting the requirement(s) requires additional in-service training and/or leave for training/continuing education programs, Sections 37.04 and 37.05 may be applied.

If an employee does not meet the requirement(s) within a reasonable period of time, the employee shall be moved into another position. If that position pays less than the employee's present salary, the employee's salary shall be frozen until such time as the employee's new pay schedule catches up with the frozen salary.

37.10 - COMPUTER PURCHASE PROGRAM[1]

PREVIOUSLY THE STATE OFFERED A COMPUTER PURCHASE PROGRAM FOR ALL EMPLOYEES. IT IS AGREED THAT IF ANY STATE SPONSORED COMPUTER PROGRAM IS OFFERED BY DAS TO ANY OTHER STATE EMPLOYEES AT ANY FUTURE TIME BY THE STATE, BARGAINING UNIT EMPLOYEES WILL BE AFFORDED THE SAME AND EQUAL PROGRAM BENEFIT. FURTHER, THE PARTIES AGREE TO FORM, WITHIN SIXTY (60) DAYS OF THE EFFECTIVE DATE OF THE COLLECTIVE BARGAINING AGREEMENT, A LABOR/MANAGEMENT COMMITTEE CONSISTING OF NO MORE THAN FOUR (4) MEMBERS ON EACH SIDE, WHICH SHALL MEET AT LEAST QUARTERLY TO EXPLORE THE INSTITUTION OF A COMPUTER PURCHASE PROGRAM FOR ALL BARGAINING UNIT EMPLOYEES.

[1] *Requires the Employer to allow bargaining unit employees to participate in any computer purchase program offered by the State. A joint labor/management committee will meet quarterly to explore ways to establish a computer purchase loan program.*

ARTICLE 38 – TECHNOLOGICAL CHANGE[1]

[1] *No change.*

Whenever new equipment or technological changes significantly affect operations, the Employer will provide notice to the Union as soon as practicable but not less than sixty (60) days in advance. The Employer, whenever possible, will provide training to employees to acquire the skills and knowledge necessary for the new procedures.

Reasonable notice shall be given in advance of any technological changes that could potentially displace employees so that employees can be retrained. Such training shall be for employees to acquire skills and knowledge necessary to adapt to the technological changes within the agency. Training will be provided on an equal opportunity basis to all employees within the affected classification; where there are limitations of resources, state seniority shall be used to determine the order in which training opportunities are made available. An employee shall be responsible for registering for such training.

The Employer will make every reasonable effort to schedule the training during normal working hours. If the training does occur during normal working hours, then the employee to be trained shall be permitted time off to participate in the training. The training shall be at the Employer's expense.

Should an employee be unable to satisfactorily complete the required training, the Agency will make a good faith effort to place an employee into a similar position within the same geographic jurisdiction (see Appendix J). If that position is at a pay level less than the employee is presently receiving, the employee's salary shall be frozen until such time as the employee's new pay schedule catches up to the frozen salary.

ARTICLE 39 – SUB-CONTRACTING[1]

[1] *No change.*

39.01 - Contracting Out

The Employer intends to utilize bargaining unit employees to perform work which they normally perform. However, the Employer reserves the right to contract out any work it deems necessary or desirable because of greater efficiency, economy, programmatic benefits or other related factors.

If the Employer considers contracting out a function or service, which would result in the layoff of bargaining unit employees, the Employer shall provide not less than 120 days advance written notice to the Union. Upon request the Employer shall meet with the Union to discuss the reasons for the contracting proposal and provide the Union an opportunity to present alternatives.

If the Employer does contract out, any displaced employee will have the opportunity to fill existing equal rated permanent vacancies at his/her work location or other work locations of the Agency. In the event an employee needs additional training to perform the required work in such other position, which can be successfully completed within a

reasonable length of time, the Employer shall provide the necessary training during working hours at the Employer's expense.

Except for government employees from other jurisdictions who are part of a state agency's organizational structure, non-state employees will not ordinarily serve as supervisors (as defined by ORC Section 4117.01 F) of any bargaining unit employees. Bargaining unit employees will not be responsible for training contract workers, except bargaining unit employees may be required to provide orientation and training related to agency policies, procedures and operations.

39.02 - Contracting-In

A. The Union will be granted a reasonable opportunity to demonstrate that bargaining unit employees can competitively perform work, which has been previously contracted out, including access to available information regarding costs and performance audits. In considering the granting, renewal or continuation of competitively bid contracts for work normally performed by bargaining unit employees, to the extent feasible the Employer will examine information provided by the Union regarding whether or not such work can be performed with greater efficiency, economy, programmatic benefit or other related factors through the use of bargaining unit employees rather than through renewal or continuation of the contract or initial contracting out of work.

B. Within thirty (30) days of the effective date of this Agreement the State will furnish to the Union the State agency web site addresses that identify Requests For Proposals (RFP) and Invitation To Bids (ITBS) for work it expects to contract out. The Union will receive additional State web sites within thirty (30) days of when they come on line.

39.03 - Joint Sub-Contracting Pilots

Within 120 days of this Agreement the parties will agree to the establishment of three (3) Agency pilot programs that will explore Agency contracting practices and develop strategies for alternatives to contracting out. Pilots will explore the factors that motivate subcontracting, discuss future plans and develop joint strategies that will permit State employees to perform the work by meeting the agency service delivery needs.

ARTICLE 40 – INDEMNIFICATION[1]

[1] *No change.*

The Employer agrees to indemnify employees from liability incurred in the performance of their duties in accordance with Ohio Revised Code Section 9.87 and other related ORC provisions. Further the Employer may indemnify employees, under the circumstances and in accordance with the procedures set forth in the Ohio Revised Code under Section 9.87, from liability for compensatory or punitive damages incurred in the performance of their duties by paying any judgment in, or amount negotiated in settlement of, any civil action arising under the law of the State of Ohio, the law of any other state, or under federal law. The actions of the Ohio Attorney General pursuant to the Ohio Revised Code Section 9.87 are not subject to the grievance or arbitration procedures.

Premiums for any bond required by the Employer or law for any employee to carry out his/her assigned duties shall be paid by the Employer.

ARTICLE 41 – NO STRIKE/NO LOCKOUT[1]

[1] *No change.*

41.01 - Union Prohibition

The Union does hereby affirm and agree that during the term of this Agreement it will not either directly or indirectly, call, sanction, encourage, finance or assist in any way, nor shall any employee instigate, or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage or the withholding of services from the Employer. Nothing herein is intended to restrict in any way the Union's right and ability to represent any member or members alleged to have violated the prohibitions set forth in this section.

41.02 - Affirmative Duty

In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage any violation of this Article. If any violation of this Article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, and not sanctioned by the Union. The Union will inform all employees of their obligation to return to work immediately.

41.03 - Disciplinary Actions

It is further agreed that any violation of the above shall be automatic and sufficient grounds for immediate disciplinary action. Any such disciplinary action may be appealed pursuant to Article 25 herein contained.

41.04 - Employer Prohibition

The Employer agrees that it shall not lock-out any employees.

ARTICLE 42 – SAVINGS[1]

[1] *No change.*

Should any part of this Agreement be declared invalid by operation of law or by a tribunal of competent jurisdiction, the remainder of the Agreement will not be affected thereby but will remain in full force and effect. In the event any provision is thus rendered invalid, upon written request of either party, the Employer and Union will meet promptly and negotiate a mutually satisfactory modification within thirty (30) days.

ARTICLE 43 – DURATION

43.01 - Duration of Agreement

This Agreement shall continue in full force and effect for the period ~~March 1~~**APRIL 16**, 200~~6~~**9** through February 28, 20~~09~~**12**,[1] 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] *Housekeeping.*

43.02 - Renegotiations

The Union shall designate approximately twenty-one (21) bargaining unit members to serve on the master negotiating team (based upon one (1) member for each 2,000 bargaining unit employees or major fraction thereof, with a minimum of one (1) per unit, plus the three (3) state-wide elected officers). The parties may mutually agree to sub-divide the master teams to negotiate bargaining unit issues. If such unit negotiations cannot be sufficiently staffed by members of the master negotiating teams, the parties may mutually agree to additional members. Members of the Union negotiating team shall be paid by the Employer for the time spent in negotiations with the Employer as well as for the time spent en route to and from such negotiations, provided that no Union negotiating team member shall receive more than eight (8) hours pay for any single day. At the request of the Union, Union negotiating team members will also be paid for at least three (3) days of negotiations preparations.

An additional forty (40) designated Union representatives shall each be allowed up to a total of twenty-four (24) hours of paid time, as requested by the Union, for purposes of consulting with the negotiating team in the development of proposals and during the final weeks of bargaining.

43.03 - Mid-Term Contractual Changes

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

43.04 - MID TERM CHANGES PERTAINING TO IT RECLASSIFICATION IMPLEMENTATION[2]

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

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

43.0~~4~~5[3] - Memorandum of Understanding Duration

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

[3-4] *Housekeeping.*

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

43.0~~5~~6[6] - Contract Dispute

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

[6] *Housekeeping.*

ARTICLE 44 – MISCELLANEOUS

44.01 - Agreement

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

44.02 - Operations of Rules and Law

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

44.03 - Total Agreement

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

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, Mental Retardation and Developmental Disabilities, Department of Rehabilitation and Correction, Department of Youth Services, and Ohio Veterans Home) or part thereof, resulting in the layoff of employees, it shall give ninety (90) days advance notice to the Union. The Union shall be given the opportunity to discuss the planned closure with the Employer. Should it become necessary to close an agency, institution or part thereof, the following guidelines will be utilized:

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

44.07 - Errata

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

44.08 – OAKS ISSUES[1]

REPRESENTATIVES FROM OCB AND OCSEA WILL MEET ON AN AS NEEDED BASIS TO IDENTIFY AND ADDRESS OAKS RELATED ISSUES AND TO PLAN AND IMPLEMENT REMEDIES, WHICH MAY INCLUDE TRAINING, REGARDING SAID ISSUES.

[1] *The Union and the Employer will continue to meet as necessary to develop and implement solutions to problems which arise from the OAKS transition.*