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**IDnum** 173    **Language** English    **Country** United States    **State** OH

**Union** SEIU (Service Employees International Union) AFL-CIO

**Local** 1199

Occupations Represented
Social workers
Psychologists
Physicians and surgeons
Secretaries and administrative assistants

**Bargaining Agency** State of Ohio Office of Collective Bargaining

**Agency industrial classification (NAICS):**

92 (Public Administration)

**BeginYear** 2000    **EndYear** 2003

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**Notes**

**Contact**

**Full text contract begins on following page.**

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**2 0 0 0 - 2 0 0 3**  
**CONTRACT**

between

**SEIU/District 1199**  
The Health Care and Social Service Union  
AFL-CIO



and

**The State of Ohio**



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**AGREEMENT  
BETWEEN THE STATE OF OHIO AND  
DISTRICT 1199,  
THE HEALTH CARE AND SOCIAL SERVICE UNION,  
SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO**

This Agreement is hereby entered into by and between the State of Ohio, Office of Collective Bargaining, (hereinafter referred to as the "Employer"), and District 1199, The Health Care and Social Service Union, Service Employees International Union, AFL-CIO, (hereinafter referred to as the "Union").

**ARTICLE 1 - PURPOSE AND INTENT OF THE AGREEMENT**

It is the purpose of this Agreement to provide for the wages, hours and terms and conditions of employment of the employees covered by this Agreement; and to provide an orderly, prompt, peaceful and equitable procedure for the resolution of differences between employees and the Employer. Upon ratification, the provisions of this Agreement shall automatically modify or supersede: (1) conflicting rules, regulations and interpretive letters of the Department of Administrative Services pertaining to wages, hours and conditions of employment; and (2) conflicting rules, regulations, practices, policies and agreements of or within departments/agencies pertaining to terms and conditions of employment; and (3) conflicting sections of the Ohio Revised Code except those incorporated in Chapter 4117 or referred to therein.

This Agreement may be amended only by written agreement between the Employer and the Union. No verbal statement shall supersede any provisions of this Agreement.

Fringe benefits and other rights granted by the Ohio Revised Code which were in effect on the effective date of this Agreement and which are not specifically provided for or abridged by this Agreement, will be determined by the Ohio Revised Code.

The Employer will satisfy its collective bargaining obligation before changing a matter which is a mandatory subject of bargaining.

**Mid-Term Contractual Changes**

The Employer and the Union have the power and authority to enter into amendments of this Agreement during its term constituting an addition, deletion, substitution or modification of this Agreement. Any amendment providing for an addition, deletion, substitution or modification of this Agreement must be in writing and executed by the President of the Union or designee and the Director of the Department of Administrative Services or designee. Upon its execution, such amendment shall supersede any existing provision of this Agreement in accordance with its terms and shall continue in full force and effect for the duration of this Agreement. All other provisions of this Agreement not affected by the amendment shall continue in full force and effect for the term of this Agreement.

**ARTICLE 2 - UNION RECOGNITION**

The Employer hereby recognizes District 1199, The Health Care and Social Service Union, Service Employees International Union, AFL-CIO, as the sole and exclusive bargaining agent for the purpose of collective bargaining on all matters pertaining to wages, hours, terms and other conditions of employment for employees in the bargaining units. The bargaining units for which this recognition is accorded are defined in the Certification issued by the State Employment Relations Board on October 10, 1985 (Case No. 85-RC-04-3295) and November 22, 1985 (Case No. 85-RC-04-3713).

This Agreement includes all employees employed in the classifications and positions listed in Appendix A of this Agreement. The Employer shall notify the Union of any changes in the classification plan sixty (60) days prior to the effective date of the change or as soon as the changes become known to the Employer, whichever occurs first.

In the event of a dispute between the parties as to future inclusions or exclusions from the units resulting from the establishment of new or changed classifications or titles, either party to this Agreement may apply to the State Employment Relations Board for resolution of the dispute.

**ARTICLE 3 - UNION RIGHTS**

**3.01 Delegates and Organizers**

The right of the Union to appoint a reasonable number of delegates is recognized. The delegates appointed shall have completed their initial probationary period. Delegates are Union stewards as that term is generally used.

In addition to their regular work duties, the duties of the delegates during work time shall be limited to the investigation and presentation of bargaining unit employees' grievances and representing said employees in meetings with the agency.

Delegates/organizers may receive and discuss complaints and grievances of employees on the premises and time of the agency provided it does not interfere with the necessary operation of the facility. Delegates may use a reasonable amount of time to perform delegate duties. Delegates shall notify their supervisors when working on authorized union business. The notification shall be given as far in advance as is practical, according to the circumstances.

Any disputes between the agency and the Union as to whether any organizer or delegate is spending an unreasonable amount of time in any work site conducting authorized union business shall be resolved by the Union and the agency appointing authority or designee. If the question cannot be resolved at this level, it shall be submitted to the Deputy Director of the Office of Collective Bargaining for resolution.

Employees having a legitimate need for the services of their delegates/organizers shall notify their supervisor. Delegates/organizers will, upon entering any work area other than their own and prior to engaging in any representative duties, report to the supervisor involved.

The Union will provide written notification to the agency of the appointment of all delegates/organizers. No appointment will be recognized until such notification is received by the agency.

When it is necessary for delegates to conduct authorized union business in a work site or shift other than their own, they shall notify the designated agency representative of that work site or shift of their presence and the nature of their business.

Delegates/organizers of the Union shall be allowed reasonable contact with employees of the bargaining unit during normal working hours. The organizer shall notify the designated agency representative before conducting union business on the agency's premises and shall adhere to the agency's reasonable policy regarding access.

Each year of the contract, Union delegates will be allowed a maximum of eight (8) hours of time off with pay at his/her straight time rate to participate in contract administration training conducted by the Union. The time for the delegate training will be at a time mutually agreeable to the Union and the agency. The Union's vice-president shall be given ten (10) days administrative leave with pay to attend to his/her duties as an officer.

Employees elected to the Executive Board of the Union may be allowed time off without pay or may use their personal leave or vacation to attend necessary meetings. Such requests shall not be unreasonably denied.

The Union shall designate no more than twenty (20) bargaining unit members to serve on the negotiating team. 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 enroute 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 up to three (3) days of negotiations preparations.

It is understood that the Union is in exclusive control of the composition of its committee and may select those state employees, up to twenty (20) who will participate in negotiations. The Union may, on a limited basis, replace or substitute individual committee members as it perceives the need.

### **3.02 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.

### **3.03 Other Union Deductions**

The Employer, for the term of this Agreement, shall withhold other Union deductions from the pay received monthly, quarterly, or annually from those employees who have voluntarily and individually authorized such deduction by executing and submitting a written authorization form (payroll deduction form) in a timely manner. All funds so deducted shall be remitted to the Union regularly.

### **3.04 Credit Union Deductions**

The Employer agrees to honor Credit Union deduction requests for members who have properly signed and executed the payroll deduction form. Such deduction shall remain in effect until the Employer is properly notified in writing by the employee of any change.

### **3.05 Bulletin Boards**

The agency shall provide a suitable space for the use of the Union at each facility for the purpose of posting bulletins, notices and other materials affecting the employees in the bargaining units except for those situations where the agency does not lease or own office space. In institutional agencies, bulletin boards shall be glass enclosed and lockable. The appropriate Union representative shall have the key. The posting of any Union materials shall be restricted to such bulletin board space. Any material posted will be signed and dated by the appropriate Union representative prior to such posting. The Union agrees not to post any material which is profane, obscene or defamatory to the Employer, its representatives, or any individual, or which constitutes campaign material between competing employee organizations, or partisan campaign literature. The union representative shall remove any materials in violation of this section.

The unresolved posting of any material at a facility may be referred to the Union and the Office of Collective Bargaining for resolution.

### **3.06 Meeting Room Space**

Space for meetings or conferences with employees may be provided upon request, when available. The Employer agrees to provide office space in institutions where space is currently provided to other labor organizations to be used for conducting union business.

## **ARTICLE 4 - UNION SECURITY**

The Employer shall deduct monthly membership dues and, if appropriate, initiation fees payable to the Union, upon receipt of a voluntary written individual authorization from any bargaining unit employee on a form provided by the Employer.

When an employee transfers from one appointing authority to another within the bargaining unit, the dues deduction card, if one has been submitted, will be transferred to the new appointing authority.

When the exclusive representative provides the Employer with a written statement indicating that a majority of the bargaining unit employees are in favor of enacting a fair share fee, all employees in the bargaining unit pursuant to Section 4117.09 (C) of the Ohio Revised Code who do not become, or do not remain, members in the Union shall, during any such period of non-membership, be required as a condition of employment to pay to the Union a fair share fee of an amount equal to the dues uniformly required of its members. The deduction of the fair share fee from the payroll checks of bargaining unit employees shall be automatic and does not require authorization by the non-member employee.

Each employee covered by this Agreement who fails voluntarily to acquire or maintain membership in the Union shall be required to pay to the Union a fair share fee as a condition of employment.

Employees covered by this Agreement who, for bona fide religious tenets or teachings of a church or religious body, are forbidden from joining a Union shall contribute an amount equal to the fair share fee to a non-religious charity pursuant to the provisions of Section 4117.09 (C) of the Ohio Revised Code. The Employer is limited to deducting only Union dues or fair share fees for the exclusive representation of the bargaining unit unless otherwise stated in this Agreement.

The Employer will terminate dues deductions for the following reasons:

- A. Bargaining unit employee signs cancellation notification on the form provided by the Union;
- B. Bargaining unit employee resigns, is discharged, or severs employment with the Employer for any other reason;
- C. Bargaining unit employee is laid off.

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 a request of the Union under the provisions of this article including fair share fees, deductions and remittances.

## **ARTICLE 5 - MANAGEMENT RIGHTS**

Except to the extent modified by this Agreement, the Employer reserves, exclusively, all of the inherent rights and authority to manage and operate its facilities and programs. The exclusive rights and authority of management include specifically, but are not limited to, the rights expressed in Section 4117.08 (C)(1)-(9) of the Ohio Revised Code, and the determination of the location and number of facilities; the determination and management of its facilities, equipment, operations, programs and services; the determination and promulgation of the standards of quality and work performance to be maintained; the determination of the management organization, including selection, retention and promotion to positions not within the scope of this Agreement; the determination of the need and use of contractual services; and the ability to take all necessary and specific actions during emergency operational situations. Management will not discriminate against any employee in the exercise of these rights or for the purpose of invalidating any contract provision.



## ARTICLE 6 - NON-DISCRIMINATION

### 6.01 Non Discrimination

Neither the Employer nor the Union shall unlawfully discriminate against any employee of the bargaining units on the basis of race, sex, creed, color, religion, age, national origin, political affiliation, union affiliation and activity, handicap or sexual orientation, or discriminate in the application or interpretation of the provisions of this Agreement, except those positions which are necessarily exempted by bona fide occupational qualifications due to the uniqueness of the job, and in compliance with the existing laws of the United States or the State of Ohio. In addition, the Employer shall comply with all the requirements of the federal Americans with Disabilities Act and the regulations promulgated under that Act.

The Employer and Union hereby state a mutual commitment to equal employment opportunity, as regards job opportunities within the agencies covered by this Agreement.

### 6.02 Agreement Rights

No employee shall be discriminated against, intimidated, restrained, harassed, or coerced in the exercise of rights granted by this Agreement.

## ARTICLE 7 - GRIEVANCE PROCEDURE

### 7.01 Purpose

The State of Ohio and the Union recognize that in the interest of harmonious relations, a procedure is necessary whereby employees can be assured of prompt, impartial and fair processing of their grievance. Such procedure shall be available to all bargaining unit employees and no reprisals of any kind shall be taken against any employee initiating or participating in the grievance procedure. Since this Agreement provides for final and binding arbitration of grievances, pursuant to Section 4117.10 of the Ohio Revised Code, the State Personnel Board of Review shall have no jurisdiction to receive and determine any appeals relating to matters that are the subject of this grievance procedure.

### 7.02 Definitions

A. Grievance as used in this Agreement refers to an alleged violation, misinterpretation, or misapplication of specific article(s) or section(s) of the Agreement.

B. Disciplinary grievance refers to a grievance involving a suspension, a fine, a discharge, or a reduction in pay or position. Probationary employees shall not have access to the disciplinary grievance procedure.

C. *Day* as used in this Article means a calendar day, and times shall be computed by excluding the first and including the last day, except when the last day falls on a Saturday, a Sunday, or a legal holiday, the act may be done on the next succeeding day which is not a Saturday, Sunday, or holiday.

### 7.03 Specific Provision

The grievant shall cite on the grievance form the specific article, section, or combination thereof that he/she alleges to have been violated and the specific resolution requested. If the grievant fails to cite provision(s) and requested resolution, the supervisor shall return the grievance form to the grievant.

### 7.04 Grievant

A grievance under this procedure may be brought by any bargaining unit member who believes himself/herself to be aggrieved by a specific violation of this Agreement. When a group of bargaining unit employees desires to file a grievance involving an alleged violation that affects more than one (1) employee in the same way, the grievance may be filed by the Union. A grievance so initiated shall be called a Class Grievance. Class Grievances shall be filed by the Union within fifteen (15) days of the date on which the grievant(s) knew or reasonably could have known of the event giving rise to the Class Grievance. Class Grievances shall be initiated directly at Step Two (2) of the grievance procedure if the entire class is under the jurisdiction of the Step Two (2) management representative, or at Step Three (3) of the grievance procedure if the class is under the jurisdiction of more than one (1) Step Two (2) management representative. The Union shall identify the class involved, including the names if necessary, if requested by the agency head or designee.

Union representatives, officers or bargaining unit members shall not attempt to process as grievances matters which do not constitute an alleged violation of this Agreement.

### 7.05 Termination of the Issue

When a decision has been accepted by the Employer and the Union at any step of this grievance procedure, or the Employer has granted the grievance, it shall be final and no further use of this grievance procedure in regard to that issue shall take place. It is understood that settlements below Step Three (3) are not precedent setting.

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.

#### **7.06 Grievance Steps**

The parties intend that every effort shall be made to share all relevant and pertinent records, papers, data and names of witnesses to facilitate the resolution of grievances at the lowest possible level. By mutual agreement, the Union and the agency may waive Steps 1, 2, or 3 of this procedure. The following are the implementation steps and procedures for handling a member's grievance:

##### **Preliminary Step**

A member having a complaint is encouraged to first attempt to resolve it informally with his/her immediate supervisor at the time the incident giving rise to the complaint occurs or as soon thereafter as is convenient.

At this meeting there may be a delegate present. If the member is not satisfied with the result of the informal meeting, if any, the member may pursue the formal steps which follow:

##### **Step 1 - Immediate Supervisor or Agency Designee**

In the event the complaint is not resolved at the Preliminary Step of this procedure, or if it is the employee's decision not to discuss the complaint at the Preliminary Step, the grievance shall be reduced to writing and presented to the immediate supervisor or agency designee within fifteen (15) days of the date on which the grievant knew or reasonably should have had knowledge of the event.

Grievances submitted beyond the fifteen (15) day limit will not be honored. The grievance at this step shall be submitted to the immediate supervisor or designee on the grievance form. The immediate supervisor or designee shall indicate the date and time of receipt of the form. Within seven (7) days of the receipt of the form the immediate supervisor or designee shall hold a meeting with the grievant to discuss the grievance. At such meeting, the grievant may bring with him/her the appropriate delegate. The immediate supervisor or designee shall respond to this grievance by writing the answer on the form or attaching it thereto, and by returning a copy to the grievant and delegate within seven (7) days of the meeting. The answer shall be consistent with the terms of this Agreement. Once the grievance has been submitted at Step One (1) of the grievance procedure, the grievance form may not be altered except by mutual written agreement of the parties. Meetings will ordinarily be held at the work site in as far as practical.

##### **Suspension, Fine, Discharge 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 suspension, a fine, a reduction in pay and/or position or a discharge shall be initiated at Step Three (3) of the grievance procedure within fifteen (15) days of the notification of such action. Grievances filed as a result of non-selection for promotions must be filed directly at Step Three (3) with the agency where the vacancy was posted.

##### **Step 2 - Next Level Supervisor or Agency Designee**

Should the grievant not be satisfied with the written answer received in Step One (1), within seven (7) days after the receipt thereof, the grievant may appeal the grievance to the next level supervisor or agency designee and request that the meeting contemplated by this step be scheduled.

Upon receipt of the grievance, the next level supervisor or agency designee shall indicate the date and time of receipt on the grievance form. The next level supervisor or agency designee shall hold a meeting and respond to the grievance within fourteen (14) days of receipt of the grievance. At the hearing the grievant may be accompanied by the appropriate delegate and/or organizer. The next level supervisor or designee shall respond to the grievance by writing the answer on the grievance form or by attaching it thereto and returning a copy to the grievant and the delegate. Meetings will ordinarily be held at the work site in as far as practical. Written reprimands may be grieved directly to Step Two (2). The decision at Step Three (3) shall be final. Verbal reprimands shall not be grievable, nor shall they be placed in an employee's personnel file.

##### **Step 3 - Agency Head or Agency Designee**

Should the grievant not be satisfied with the written answer received in Step Two (2), within seven (7) days after the receipt thereof, the grievance shall be filed with the agency head or designee. 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. Upon receipt of the grievance, the agency head or designee shall hold a meeting within thirty (30) days after the receipt of the grievance. At the Step Three (3) meeting the grievance may be granted, settled or withdrawn. or a response shall be prepared and issued by the Agency head or designee, with fourteen (14) days of the meeting. Any grievances resolved at Step

Three (3) or at an earlier step of the grievance procedure shall not be precedent setting at other institutions or agencies unless otherwise specifically agreed to in the settlement. The grievant may be accompanied at this meeting by a delegate and/or an organizer. The inability of a delegate or organizer to be present at such meeting after reasonable attempts to schedule will permit the agency head or designee to render a decision based on documents only.

#### **Step 4 - Arbitration/Mediation/Office of Collective Bargaining**

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 the Office of Collective Bargaining by filing a written appeal and a legible copy of the grievance form to the Deputy Director of the Office of Collective Bargaining requesting that a Step Three (3) meeting be held. The appeal shall be filed within fifteen (15) days of the due date of such answer. If the grievance is not resolved at Step Three (3) or not answered timely the Union may demand arbitration by serving written notice of its desire to do so by U.S. Mail, presented to the Deputy Director of the Office of Collective Bargaining with a copy to the agency head or designee, within fifteen (15) days after receipt of the decision at Step Three (3) or date such answer was due. OCB shall have sole management authority to grant, modify or deny the grievance.

When the Union demands arbitration such notice shall also serve as a request for mediation unless otherwise designated by the Union. A meeting between the Union and the Office of Collective Bargaining will be held within thirty (30) days of the receipt of the arbitration demand for the purpose of scheduling mediation.

If the Union appeals, at its option, a grievance that is a result of a failure to meet time limits by the agency, OCB shall schedule a meeting with the delegate and/or the organizer within thirty (30) days of the receipt of the grievance appeal in an attempt to resolve the grievance unless the parties mutually agree otherwise. Within twenty-five (25) 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 Union central office. If the Union is not satisfied with this response, the Union may appeal the grievance to arbitration, pursuant to the provisions previously set forth in this Article, unless mutually agreed otherwise.

Either the Office of Collective Bargaining or the Union may advance a grievance directly from Step Three (3) to arbitration if that party believes that mediation would not be useful in resolving the dispute.

The parties shall mutually agree to a panel of arbitrators as set forth in Section 7.07(A). No mediator/arbitrator shall hear a case at both mediation and arbitration unless mutually agreed otherwise. The fees and expenses of the mediator shall be shared equally by the parties.

The mediators 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 therefore representatives of the Agency and the Union will come to the mediation with signature authority for settlement and/or withdrawal. 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.

A Union organizer, grievant and a delegate designated by the Union may be present at the mediation of a grievance. No more than two (2) of the Union representatives present 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.

#### **7.07 Arbitration**

##### **A. Arbitration Panel**

Within thirty (30) days after this Agreement becomes effective, the Employer and the Union shall select a panel of four (4) arbitrators. The panel shall be assigned cases in rotation order designated by the parties. Each arbitrator/mediator shall serve for the duration of this Agreement unless the arbitrator/mediator's services are terminated earlier by written notice from either party to the other. The arbitrator/mediator shall be notified of such

termination by a joint letter from the parties. The arbitrator /mediator shall conclude his/her services by deciding any grievance(s) previously heard. A successor arbitrator/ mediator shall be selected by the parties.

The method of selection and all other questions regarding this section shall be jointly agreed to by the parties.

Within sixty (60) days of the effective date of this Agreement, the parties will mutually agree on a set of rules of arbitration. Insofar as is practical the rules will be based on the Voluntary Rules of the AAA.

#### **B. Witnesses**

The agency agrees to allow a reasonable number of necessary witnesses requested by the Union time off with pay at regular rate to attend the arbitration hearing.

#### **C. Expenses**

All other fees and expenses of the arbitrator shall be shared equally by the parties, except as expressly provided in this Article.

If one (1) party desires a transcript of the proceedings, the total cost for such transcription shall be paid by the party desiring the transcript. If the other party desires a copy, then the cost for the copy shall be borne by the requesting party. The parties agree that normally transcripts will not be requested.

#### **D. Arbitration Decisions**

The arbitrator shall render the decision as quickly as possible, but in any event, no later than thirty (30) days after the conclusion of the hearing unless the parties agree otherwise. (Disciplinary arbitration decisions shall be submitted on the expedited schedule listed in that section.) The arbitrator shall submit an accounting for the fees and expenses of arbitration to both parties. The arbitrator's decision shall be submitted in writing and shall set forth the findings and conclusions with respect to the issues submitted to arbitration.

#### **E. Arbitrator Limitations**

1. Only disputes involving the interpretation, application or alleged violation of a provision of this 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 express language of this Agreement.
2. The arbitrator shall have authority to subpoena witnesses pursuant to Section 2711.06, of the Ohio Revised Code. Upon receiving a request to issue a subpoena(s) the arbitrator shall contact the other party and hear and consider objections to the issuance of said subpoena(s). If the arbitrator sustains the objection to the issuance of the subpoena, the arbitrator shall inform the parties at least five (5) days prior to the hearing. The arbitrator shall not subpoena persons to offer repetitive testimony.
3. When the arbitrator determines that so many employees from the same facility have been subpoenaed that would impede the ability of the agency to carry out its mission or inhibit the agency's ability to conduct an efficient operation, he/she shall make alternate arrangements to hear the testimony.

#### **F. Binding Decisions**

Arbitrators' decisions under this Agreement shall be final and binding.

#### **G. Issues**

Prior to the start of an arbitration hearing under this Agreement, the Employer and the Union shall attempt to reduce to writing the issue or issues to be placed before the arbitrator. The arbitrator's decision shall address itself solely to the issue or issues presented and shall not impose upon either party any restriction or obligation pertaining to any matter raised in the dispute which is not specifically related to the submitted issue or issues.

#### **7.08 Disciplinary Grievances and Arbitrations**

An employee with a grievance involving a suspension or a fine of more than three (3) days, a discharge, or reduction in pay and/or position shall be subject to an expedited grievance/arbitration procedure and shall be excluded from the regular procedure outlined in Section 7.06. In this expedited procedure the grievance is filed directly at Step Three (3) except that probationary employees shall not have the right or ability to file disciplinary grievances under this Agreement. If the employee and/or the Union is not satisfied with the answer at Step Three (3), he/she or the Union may submit the disciplinary grievance to expedited arbitration by sending written notice to the Deputy Director of the Office of Collective Bargaining with a copy to the agency head or designee within ten (10) days of the receipt of the Step Three (3) answer.

The hearing under this expedited procedure shall be conducted by the next panel arbitrator in a special disciplinary rotation who is able to schedule a hearing within thirty (30) days. By mutual consent, the parties may waive the hearing and submit the issue on written material only.

If both parties mutually agree at the conclusion of the hearing, the arbitrator may issue a bench ruling sustaining or denying the grievance or modifying the discipline imposed or issue a short written decision within five (5) days of the close of the hearing. The written decision shall include only a statement of (1) the granting of the grievance, or

(2) a denial of the grievance, or (3) a modification of the discipline imposed, and a short examination of the reasoning leading to the decision.

By mutual agreement, the parties may reduce to writing their version of what happened along with the names of any witnesses to the incident(s) giving rise to the discipline or any facts surrounding same. The parties will exchange these written statements at least fifteen (15) days prior to the arbitration hearing.

On the day of the hearing, the arbitrator shall consider the arguments of the representatives of each party, the testimony of any witnesses and the written statements, if any. Documents may be entered by either side.

Only suspensions, reduction in pay and/or position, fines, or discharge shall be arbitrable under this Agreement.

#### **7.09 - 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 decisions being orally rendered by the arbitrator. These decisions will then be codified as a withdrawal of the grievance or as a settlement agreement.

Where the parties mutually agree, grievances may be identified as being ripe for resolution through such arbitration mechanisms and may be scheduled accordingly. Since the vehicle for resolution is non-traditional in nature and the traditional notions of proof may not apply, the Union shall present to the Employer a signed waiver by each grievant in disciplinary grievances of more than three (3) day fines or suspension whereby the grievant agrees to be bound by the decision. In disciplinary grievances of three (3) day fines or suspension or less, non-traditional arbitration is mandatory. In disciplinary grievances adjudicated in this forum, 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 or the grievant.

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

Six months after the implementation of Non-Traditional Arbitration, the parties shall meet to discuss any issues regarding the processing of grievances through the grievance procedure. Any changes to the grievance procedure must be mutually agreed to by both parties.

#### **7.10 Representation**

In each step of the grievance procedure outlined in this Article, certain specific Union representatives are given approval to attend the meetings therein prescribed. It is expected that, in the usual grievance, these plus the appropriate employer representatives will be the only representatives in attendance at such meeting; however, necessary witnesses may attend on paid time.

#### **7.11 Miscellaneous**

##### **A. Extensions and Mutual Agreement**

By mutual consent, the Employer and the Union may alter any of the procedures set forth in the Article.

The grievant or the Union representative and representatives of the Employer may mutually agree at any point in the procedure to a time extension.

Approved leave with pay shall constitute an automatic time extension to the grievant with respect to such days. In the absence of such mutual extensions the grievant or the Union may, at any step where a response is not forthcoming within the specified time limits, move the grievance along to the next step in the procedure and proceed therein as though the answer at the prior step had been given and was unsatisfactory. Failure of the grievant to appeal a grievance to the next step of the grievance procedure within the time constraints specified in this Agreement, shall be considered an acceptance of the last answer given. In the event of an emergency situation which precludes the grievant from attending a scheduled meeting or authorizing a delegate to appear in his/her behalf, the grievant shall notify the agency as soon as possible and the meeting will be rescheduled.

Within Steps One (1) and Two (2), if the agency fails to respond to the grievance within the specified time limits, the grievance shall proceed to the next step in the procedure as though the answer at the prior step had been given and was unsatisfactory.

##### **B. Hearing Waiver**

By mutual consent the Employer and the Union may waive a hearing and submit the issue solely on written materials.

#### **7.12 Grievance Forms**

Grievance forms mutually agreed to by the Employer and the Union may be obtained from a designated source at each facility and/or the union delegate.

## **ARTICLE 8 - DISCIPLINE**

### **8.01 Standard**

Disciplinary action may be imposed upon an employee only for just cause.

### **8.02 Progressive Discipline**

The principles of progressive discipline shall be followed. These principles usually include:

- A. Verbal Reprimand
- B. Written Reprimand
- C. A fine in an amount not to exceed five (5) days pay
- D. Suspension
- E. Removal

The application of these steps is contingent upon the type and occurrence of various disciplinary offenses.

The employee's authorization shall not be required for the deduction of a disciplinary fine from the employee's paycheck.

### **8.03 Pre-Discipline**

Prior to the imposition of a suspension or fine of more than three (3) days, or a termination, the employee shall be afforded an opportunity to be confronted with the charges against him/her and to offer his/her side of the story. This opportunity shall be offered in accordance with the "Loudermill Decision" or any subsequent court decisions that shall impact on pre-discipline due process requirements.

## **ARTICLE 9 - PROBATIONARY PERIODS**

### **9.01 Initial Probationary Period**

All newly hired employees shall serve a probationary period of one hundred eighty (180) days, except where the Union agrees to classification specifications which indicate a probationary period of more than one hundred eighty (180) days.

A probationary period for any classification may be extended if mutually agreed to by the Employer and the Union. Dismissal during an initial probationary period shall not be grievable.

The probationary period for all employees in the Departments of Rehabilitation and Correction and Youth Services 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.

### **9.02 Promotion, Demotion, and Lateral Transfer Probationary Period**

Any employee awarded a promotion or lateral transfer to a different classification as defined in Article 30 will serve a probationary period of one hundred eighty (180) days. The agency's decision to return an employee whose performance is unsatisfactory to the position in the classification held immediately prior to promotion shall be grievable. The appointing authority shall, upon the employee's request, return the employee to a position in the classification held immediately prior to the promotion if there is a position available within the facility or when such a position becomes available. Such request must be made during the probationary period. If an employee is returned to a position in the classification title held prior to the promotion, the employee shall receive the same salary received prior to the promotion except for changes in pay rate that may have occurred or any step increase to which the employee would have been entitled in the lower classification title.

Where a single classification involves work which varies substantially among different positions within the classification or where an employee is demoted as defined in Article 30, the Employer may require employees who are laterally transferred in the same classification or demoted to serve a trial period equal to one-half of the regular probationary period for the classification. During a lateral transfer or demotion 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.

### **9.03 Extension of Trial or Probationary Period**

A longer trial or probationary period may be served by the employee if mutually agreed to by the agency and the Union.

Where an employee is on any type of leave for a period of two weeks or longer, an employee's trial or probationary period may be extended for the duration of the absence. E.g. disability leave, adoption/childbirth, or any other leaves of fourteen (14) consecutive days or longer shall not be counted toward the employee's original or promotional trial or probationary period.

**ARTICLE 10 - VACATION ALLOWANCE**

**10.01 Rate of Accrual**

Permanent full-time employees shall be granted vacation leave with pay at regular rate as follows, except that those employees who have less than 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:

<b>Length of State Service</b>	<b>Accrual Rate Hours earned per 80 hours in Active Pay Status per Pay Period</b>	<b>Annual Amount per 2080 hours in Active Pay Status</b>
less than 1 year	3.1 hours	80 hours (upon completion of one year 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

Only service with state agencies, i.e., agencies whose employees are paid by the Auditor of State, will be computed for purposes of determining the rate of accrual for new employees in the bargaining unit.

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 on or after July 1, 1994, shall not have his/her prior service with the State or any political subdivision of the State counted for the purpose of computing vacation leave. All employees currently receiving credit for service time prior to July 1, 1994 shall continue to receive service credit for such time. The accrual rate for any employee who is currently receiving a higher rate of vacation accrual will not be retroactively adjusted. All previously accrued vacation will remain to the employee's credit. The prospective accrual rate will be adjusted effective with the pay period that begins June 26, 1994.

**10.02 Maximum Accrual**

Vacation credit may be accumulated to a maximum that can be earned in four (4) 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 twelve (12) months, the employee will be paid for the time denied but no more than eighty (80) hours in a pay period.

<b>Annual Rate of Vacation</b>	<b>Accumulation Maximum</b>
80 hours	320 hours
120 hours	480 hours
160 hours	640 hours
180 hours	720 hours
200 hours	800 hours
240 hours	960 hours

**10.03 Scheduling**

Vacation leave shall be taken only at times mutually agreed to by the appointing authority and employee. The appointing authority may establish maximum numbers of employees who can be absent from any given work site at one time. State seniority shall be the determining factor in granting vacation requests when requests are submitted thirty (30) days prior to the desired date or the posting of the work schedule (where applicable posting of the schedule exists) for the date(s) requested. Requests made later, if granted, shall be granted on a first-come, first-serve basis.

Requests for vacation leave cannot not be unreasonably denied.

Vacation requests shall be responded to within ten (10) working days. However, vacation requests submitted more than thirty (30) days prior to the desired date shall be responded to within at least twenty (20) days prior to the desired date.

When an emergency exists, in the sole and exclusive opinion of the Employer, all leaves including vacations may be canceled. 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 for the time the employee is in on-duty

status. The employee shall also be reimbursed for any cost incurred as a result of canceling or returning from his/her vacation upon submission of appropriate evidence.

**10.04 Charge of Vacation Leave**

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

**10.05 Conversion of Vacation Leave Credit upon Separation from Service**

An employee shall be entitled, upon separation for any reason, to a cash conversion of all vacation leave up to four (4) years accrual. Employees separating from employment with less than six (6) months total service will not be paid for any accrued vacation.

**10.06 Transfer of Vacation Leave**

An employee who transfers from one state agency to another shall be credited with the unused balance of his/her vacation leave.

**10.07 Death of an Employee**

In case of death of an employee, any unused vacation leave shall be paid in accordance with Section 2113.04 of the Ohio Revised Code in effect on the date of the ratification of this Agreement; or to his/her estate.

**ARTICLE 11 - HOLIDAYS**

**11.01 List of Days**

Full-time employees of the bargaining units will have the following holidays:

1. New Year's Day - (first day in January)
2. Martin Luther King's Birthday - (third Monday in January)
3. Presidents' Day - (third Monday in February)
4. Memorial Day - (last Monday in May)
5. Independence Day - (Fourth of July)
6. Labor Day - (first Monday in September)
7. Columbus Day - (second Monday in October)
8. Veterans' Day - (eleventh of November)
9. Thanksgiving Day - (fourth Thursday in November)
10. Christmas Day - (twenty-fifth of December)
11. Any day declared by the Governor of the State of Ohio or the President of the United States.

A holiday falling on a Sunday will be observed on the following Monday, while a holiday falling on a Saturday will be observed on the preceding Friday. In facilities that operate on Saturday and/or Sunday, and where employees' work week is other than Monday through Friday, the holiday will be observed on the day on which it falls.

**11.02 Holiday Pay**

Full-time employees who are normally scheduled to work eight (8) hours in a day are automatically entitled to eight (8) hours of holiday pay at regular rate regardless of whether they work on the holiday. Employees who are scheduled to work more than eight (8) hours in a day will receive holiday pay for the hours they are normally scheduled to work. For example, in the latter case, employees who work a ten (10) hour day will receive ten (10) hours of pay for the holiday. Compensation for working on a holiday is in addition to the automatic holiday pay and shall be computed at the rates prescribed in this article.

- A. If a holiday occurs during a period of scheduled sick or vacation leave, the employee shall not be charged for sick leave or vacation for the holiday. Employees who are scheduled to work and call off sick the day of a holiday shall be charged sick leave and shall forfeit their right to holiday pay;
- B. An employee on leave of absence is in no-pay status and shall not receive payment for a holiday. A leave of absence shall neither start nor end on a holiday;
- C. An employee in no-pay status shall not receive holiday compensation;
- D. Full-time employees with work schedules other than Monday through Friday are entitled to pay or time off for any holiday observed on their day off.

**11.03 Computation of Holiday Pay or Compensatory Time**

An employee who is required to work a holiday or is called in may choose to receive overtime pay equivalent to one and one half (1 1/2) times the hours worked times the regular rate or receive compensatory time equivalent to one and one half (1 1/2) times the hours worked, in addition to the hours of holiday pay.

Upon separation from state service for any reason including retirement, employees will receive compensation for all holiday compensatory time earned but not used pursuant to this section.



#### **11.04 Part-time Employees**

Part-time employees will be paid holiday pay for any holiday on which they are ordinarily scheduled. They shall be paid for the number of hours for which they would have ordinarily been scheduled.

#### **11.05 Religious Holiday Exchange**

Religious holidays of one faith may be exchanged upon the request of an employee, where practical, for the Christmas holiday. When such an exchange is made, work performed on the original holiday shall be at the employee's regular rate and for the hours actually worked.

### **ARTICLE 12 - PERSONAL LEAVE**

#### **12.01 Eligibility for Personal Leave**

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

#### **12.02 Personal Leave Accrual**

Employees shall be entitled to five (5) personal leave days of eight (8) hours apiece each year. Ten (10) hours of personal leave shall be credited to each employee at the end of the pay period which includes the first day of January, April, July and October of each year. Employees hired after the start of a calendar quarter shall be credited with personal leave on a prorated basis. Proration shall be based upon a formula of .0192 hours per hour of non-overtime paid. Part-time employees also shall accrue personal leave on the basis of that formula.

#### **12.03 Charge of Personal Leave**

Personal leave which is used by an employee shall be charged in minimum units of one-tenth (1/10) hour. Employees shall be charged personal leave only for the days and hours for which they would have otherwise been scheduled to work but shall not include scheduled overtime.

#### **12.04 Notification and Approval of Use of Personal Leave**

Employees shall be granted personal leave upon giving twenty-four (24) hours notice to the supervisor. In emergency situations, requests may be granted with a shorter notice. Requests for the use of personal leave shall not be unreasonably denied. The provisions of this Section shall not be construed to require the release of an unreasonable number of employees in the same agency at the same work area at the same time.

#### **12.05 Prohibitions**

Personal leave may not be used to extend an employee's date of resignation or date of retirement. Personal leave may not be used to extend an employee's active pay status for the purpose of accruing overtime or compensatory time.

#### **12.06 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 sixty (60) hours.

#### **12.07 Conversion of Personal Leave Credit Upon Separation From Service**

An employee who is separated from state service shall be entitled to convert to cash the unused amount of accrued personal leave. If an employee dies, the converted personal leave shall be credited to his/her estate.

#### **12.08 Transfer of Personal Leave Credit**

An employee who transfers from one state agency to another shall be credited with the unused balance of his/her personal leave.

#### **12.09 Death of an Employee**

Payment of accumulated personal leave to the estate of a deceased employee shall be done in accordance with the procedure provided by Section 2113.04 of the Ohio Revised Code consistent with Section 12.07 above.

### **ARTICLE 13 - SICK LEAVE**

#### **13.01 Definitions**

- 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.
- D. "Immediate family" is defined as spouse, domestic partner, child, step-child, grandchild, parents, step-parents, 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.

### **13.02 Leave Accrual**

Employees in the bargaining units shall accrue sick leave credit according to the employee's status as follows:

All employees shall accrue sick leave at the rate of 2.77 hours for each eighty (80) hours in active pay status, excluding overtime hours, to a maximum of seventy-two (72) hours per year.

Part-time employees shall receive 2.77 hours of sick leave for each eighty (80) hours of completed service.

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.

### **13.03 Charge of Sick Leave**

Sick leave used shall be charged in minimum units of one-tenth (1/10) hour. Employees shall be charged sick leave only for the days and hours for which they would have otherwise been regularly scheduled to work. Sick leave shall not exceed the amount of time an employee would have been scheduled to work in any pay period.

### **13.04 Compensation for Charged Sick Leave**

Compensation for charged sick leave accumulated and credited shall be at the rates specified below in the 12 month period ending on the last day of the pay period in November from which the first paycheck in December is issued each year. A new usage period will begin each year of the Agreement.

Hours Used	Percent of Regular Rate
1-36 sick leave	100%
36.1 plus sick leave	70%

Any sick leave utilized in excess of seventy-two (72) hours in any usage period shall be paid at one hundred percent (100%).

Employees may elect to utilize sick leave to supplement an approved disability leave, workers compensation claim or childbirth adoption leave pursuant to Articles 15 and 26. Sick leave used for these supplements shall be paid at a rate of 100% notwithstanding the schedule previously specified.

### **13.05 Notification for Use of Sick Leave and Notification for Extended Sick Leave**

#### **A. Notification**

An employee who is unable to report for work, and who is not on a previously approved day of vacation, sick leave, personal leave or leave of absence, shall give reasonable notice to the supervisor. For those employees in non-relief positions, the notification must be made within one-half (1/2) hour after the time the employee is scheduled to work. For those employees who are in relief positions, the current local practice will remain in effect, unless the cause for the leave prevents such notification.

#### **B. Notification for extended sick leave**

In the case of a condition exceeding seven (7) consecutive calendar days, a physician's statement specifying the employee's inability to report to work and the probable date of recovery is required.

### **13.06 Sick Leave Uses, Evidence of Use, and Abuse**

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.

A. The appointing authority shall approve sick leave usage by employees for the following reasons:

1. Illness, injury, or pregnancy-related condition of the employee;
2. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees;
3. Examination of the employee, including medical, psychological, dental, optical, auditory, or speech/language;
4. Death of a member of the employee's immediate family. Such usage shall be limited to a reasonably necessary time, not to exceed five (5) days;
5. Illness, injury, or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member;
6. Examination, including medical, psychological, dental, optical, auditory, or speech/language, of a member of the employee's immediate family where the employee's presence is reasonably necessary;
7. An employee on the midnight shift may use sick leave on the night preceding an examination referred to in (3) and (6) above providing advance notice is given to the employee's supervisor.

**B. Evidence of use.**

Each supervisor may require an employee to furnish a satisfactory written, signed statement which may include a certification from a licensed physician, to justify the use of sick leave or other authorized leave for medical reasons. This certificate shall not be required in an arbitrary or capricious manner. Falsification of either the signed statement or a physician's certificate shall be grounds for disciplinary action.

**13.07 Inadequate Sick Leave**

If any disabling illness or injury continues past the time for which an employee has accumulated sick leave, the appointing authority may authorize a leave of absence without pay in accordance with Article 26 Leave of Absence Without Pay of this Agreement or if the employee is eligible, recommend disability leave benefits in accordance with Article 15 Disability Leave of this Agreement.

**13.08 Conversion or Carry Forward of Sick Leave Credit at Year's End or upon Separation from State Service**

Employees will be offered the opportunity to convert to cash any part of their sick leave accrued and not used in the 12 month period ending on the last day of the pay period in November from which the first paycheck in December is issued each year at the following rate:

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

The payment shall be paid in the first pay received in December of each year of the Agreement. An employee not exercising a choice will automatically have the hours carried forward.

Employees hired after June 12, 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 either at year's end or upon separation from state service.

Employees that separate from state service may have any accrued sick leave hours converted to cash at the rate of fifty-five percent (55%) for retirement separation and fifty percent (50%) for all other separations provided he/she has completed at least one (1) year of state service prior to separation, and that the conversion occurs within three (3) years of separation. If an employee dies, the converted sick leave shall be credited to his/her estate.

An employee returning to state service, within ten (10) years of separation, after receipt of a lump sum payment for unused sick leave may buy back all or a portion of such leave from the Employer by returning the amount paid for the number of days to be restored.

**13.09 Transfer of Sick Leave Credit**

An employee who transfers from one state agency to another shall be credited with the unused balance of the accumulated sick leave credit.

**13.10 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 hours; and
  3. Retains a combined leave balance of at least eighty 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.

#### **ARTICLE 14 - BEREAVEMENT**

Three (3) consecutive workdays of bereavement leave shall be granted to each employee upon the death of a member of his/her family. Leave for full or part time employees must begin within five (5) calendar days of the date of death of the family member or the date of the funeral.

For the purpose of this article, family shall include spouse, domestic partner (domestic partner is defined as one who stands in place of a spouse and who resides with the employee), child, grandchild, parents, grandparents, siblings, step-child, step-parent, step-siblings, great-grandparents, aunt, uncle, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, or legal guardian or other person who stands in the place of a parent.

#### **ARTICLE 15 - DISABILITY LEAVE**

##### **15.01 Eligibility**

Eligibility shall be pursuant to current Ohio Law and the Administrative Rules of the Department of Administrative Services in effect as of July 1, 2000, including the following modifications and clarifications:

- A. Part-time 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.
- B. Employees with less than eight (8) years of service shall be entitled to receive disability leave benefits for a maximum of twenty-four (24) months. Employees with eight (8) years of service but less than sixteen (16) years of service, shall be entitled to receive disability leave benefits, for up to twenty-four (24) months per disability not to exceed a total of thirty-six (36) months. Employees with sixteen (16) or more years of service shall be entitled to receive disability leave benefits for up to twenty-four (24) months per disability not to exceed a total of forty-eight (48) months.
- C. Employees will participate in transitional work programs mutually agreed to by the parties and as provided for in the applicable administrative rules. The Employer agrees that transitional work programs will not violate the provisions of the Family and Medical Leave Act.
- D. Pursuant to OAC rule 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 within twenty (20) days from the notification by the Bureau of Workers' Compensation of the denial of an initial claim.

##### **15.02 Other Leave Usage to Supplement Disability**

Employees may utilize sick leave, personal leave or vacation to supplement disability leave up to one hundred percent (100%) of the employee's rate of pay.

##### **15.03 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.

#### **15.04 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.

### **ARTICLE 16 - SERVICE CONNECTED INJURY AND ILLNESS**

#### **16.01 Coverage for Workers' Compensation Waiting Period**

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

An employee may elect to take leave without pay, 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 pending determination of a Workers' Compensation claim, the Employer shall allow the employee to buy back those leave balances within two (2) pay periods after the Workers' Compensation benefits are received by the employee, or shall allow the employee to choose the automatic restoration of those leave balances through assignment of benefits.

#### **16.02 Other Leave Usage to Supplement Workers' Compensation**

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

#### **16.03 Occupational Injury Leave**

Employees of the Department of Mental Health, the Department of Mental Retardation and Developmental Disabilities, the Ohio Veterans' Home, Schools for the Deaf and Blind, the Department of Rehabilitation and Correction, and the Department of Youth Services shall be entitled to a total of nine hundred sixty (960) hours of Occupational Injury Leave a year with pay at regular rate. (See Appendix C.)

#### **16.04 Transitional Work Programs**

Agencies and the Union may mutually develop transitional work programs designed to encourage a return to work by an employee receiving 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. An employee may request to participate in the transitional work program.

### **ARTICLE 17 - GROUP HEALTH INSURANCE**

The Employer shall provide a comprehensive health care insurance program to all permanent full-time and part-time employees who shall have the right to choose among any qualified health plans which are available in their area. Health Plan characteristics and benefits shall be as provided in the Employer's Agreement with the Ohio Civil Service Employees Association (hereinafter OCSEA).

Regardless of plan, employees will pay 10 percent (10%) of the premium, provided however, that for an HMO health plan the Employer will pay no greater than 90 percent (90%) of the statewide HMO single and family average rates. The Employer's premium share of 90 percent (90%) shall be paid on behalf full-time and part-time employees as provided in the Employer's Agreement with OCSEA.

Eligibility provisions for employees enrolling in State provided health care plans shall remain the same as those in effect in the Employer's Agreement with OCSEA. Deductibles and co-payments for all benefit programs shall be the same as those prescribed in the Employer's Agreement with OCSEA.

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. Changes outside of open enrollment may only occur prescribed in the Employer's Agreement with OCSEA.

There shall be established a Joint Health Care Committee composed of representatives of management, and of the various labor unions representing State employees. The Committee shall meet regularly to monitor the operation of the State's health care plans, and to make recommendations for the improvement of the plans and cost containment procedures.

The Employer shall provide all dental and vision benefits to the extent and in the manner outlined in the Employer's Agreement with OCSEA and the Benefits Trust. The Employer shall place the employees' monthly health benefits' deductions on a pre-tax basis as permitted by Federal Law.

In the Schools for the Deaf and the Blind, employees shall have their group health insurance paid during the calendar year under the terms of this Article.

In the event an employee goes on an extended medical disability leave, or is receiving Workers' Compensation benefits, the Employer-policyholder shall continue, at no cost to the employee, the coverage of group health insurance for such employee for the period of such extended leave, but not beyond two (2) years.

## **ARTICLE 18 - LIFE INSURANCE**

### **18.01 Amount**

The Employer shall provide group life insurance coverage at no cost for all employees of the bargaining units who have attained one (1) year of state service. The amount of insurance provided shall be an amount equal to the employee's annual salary, rounded up to the next higher thousand. The amount of insurance provided to employees sixty-five (65) years of age but under seventy (70) years of age shall be reduced to sixty-five percent (65%). For employees age seventy (70) and over the amount of insurance provided shall be reduced to fifty percent (50%). These reductions will not reduce the actual amounts to less than \$5,000. There will be no reduction if the formula amount is \$5,000 or less.

In the Schools for the Deaf and the Blind, employees shall have their life insurance paid during the calendar year under the terms of this Article.

### **18.02 Conversion**

In the event the employee terminates from state service, or is on an unpaid leave of absence, or reaches age seventy (70), the employee may convert his/her life insurance to a private policy by paying the premium rate within the thirty-one (31) day conversion privilege period.

### **18.03 Disability Coverage**

In the event a state employee goes on an extended medical disability, or is receiving workers compensation benefits, the Employer-policyholder shall continue at no cost to the employee the coverage of the group life insurance for such employee for the period of such extended leave, but not beyond three (3) years.

### **18.04 Double Indemnity**

When an employee(s) is killed in the line of duty, his/her estate or beneficiary shall receive twice the amount of coverage as specified in Section 18.01.

### **18.05 Optional Life Insurance**

The State shall make available optional term-life insurance to employees. The cost will be paid by the employee on a payroll deduction basis. The available coverage will be at least two (2) times the employee's salary. No evidence of insurability will be required if an adequate number of employees participate. The State will explore smoker/non-smoker rates and spousal coverage.

### **18.06 Benefits Trust**

The benefits of this Article shall be administered by the Union Benefits Trust. Except for established payroll deductions for programs and organizations in effect on the effective date of this Agreement, along with any deductions, 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.

## **ARTICLE 19 - INDEMNIFICATION**

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 revised code 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.

## **ARTICLE 20 - OHIO EMPLOYEE ASSISTANCE PROGRAM (EAP)**

### **20.01 Implementation**

Both the Employer and the Union agree to the continuation of the State's Employee Assistance Program through such structures as may be provided by Executive Order or Rules.

### **20.02 Training of Delegates**

Insofar as possible all union delegates will be trained in procedures to be followed in direct referral to the various community services agencies.

### **20.03 Awareness of Service**

The Employer agrees to cooperate fully with the Union in developing awareness of the available services under EAP.

### **20.04 Confidentiality of Records**

Confidentiality of records shall be maintained at all times with the Ohio EAP. Information concerning an individual's participation in the program shall not enter his/her personnel file. In cases where the employee and the agency jointly enter into a voluntary agreement, in which the agency defers discipline while the employee pursues a treatment program, the employee shall sign appropriate releases of information only to the extent required to enable the Ohio EAP staff to provide the Employer with regular reports as to the employee's continued participation and success in the treatment program.

## **ARTICLE 21 - TRAVEL**

### **21.01 Time**

Travel time as required by the agency is considered work time if the travel is between work sites or between the employee's place of residence and a work site other than the assigned work site before, during or after the regular work day. However, travel time from an employee's house to a work location, which is other than the normal report in location, shall not be paid for the first twenty (20) miles to and from such location or the distance from the employee's house to the normal report in location, whichever is less. Travel time after this exception shall be considered as work time with pay. Time spent in traveling from an employee's place of residence to and from his/her headquarters shall not be considered work time. Overnight stay shall not be considered as travel time or hours worked. There shall be no standard travel time from place to place. Actual mileage shall be paid, and there shall be no standard mileage from place to place.

### **21.02 Personal Vehicle**

If the agency requires the employee to use his/her personal vehicle the agency shall reimburse the employee with a mileage allowance of twenty-eight (\$.28) cents per mile. Effective July 1, 2000, the rate shall increase to thirty (\$.30) cents per mile, but if the Internal Revenue Service's rate is reduced to an amount lower than thirty (\$.30) cents, the rate will be set at the Internal Revenue Service's rate.

### **21.03 Duty to Report**

It shall be the responsibility of the employee to report to his/her immediate supervisor any traffic violation/citation (not required if driving personal car), or accident which he/she may have been involved with or received while on state business.

### **21.04 Expense Allowances**

If the agency head or designee requires an employee to stay overnight in the state, the employee shall be reimbursed actual cost up to the following maximum rates:

Meals \$30.00 (7/1/2000); \$35.00 (7/1/2001); and \$40.00 (7/1/2002)

Lodging \$65.00 (07/1/2000); \$70.00 (07/01/2001); and \$75.00 (07/01/2002) plus tax

Any provisions of Office of Budget and Management Rule 126-01-02, Rates and Requirements for Reimbursement of Travel Expenses Within the State of Ohio, shall apply.

An employee required to travel in-state more than forty-five (45) miles from both his/her headquarters and residence one way, who has duties at a work site or vicinity work sites which require two (2) or more days to complete, may choose to stay overnight. The employee will receive reimbursement pursuant to the provisions of this section for actual expenses incurred in accordance with guidelines established by the Office of Budget and Management, or may commute and receive reimbursement for actual mileage but no more than eighty-five dollars (\$85) for a round trip. Employees choosing to commute shall not be eligible for meal reimbursement and shall not have travel time counted as time worked. In the event of unforeseen circumstances which dictate operational need, the Employer may require employees to stay over night.

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 actual meal expenses incurred up to thirty dollars (\$30) per day without providing receipts to the Office of Budget and Management, or sixty dollars (\$60) per day with receipts provided to the

Office of Budget and Management. 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 the regulations of the Office of Budget and Management.

Any expenses encumbered on behalf of a client(s) shall be reimbursed.

#### **21.05 Travel Reimbursement**

The Agency may require receipts or other proof of expenditures for meals and/or lodging before providing reimbursement.

The State shall make credit cards available to all employees who regularly travel, subject to the restrictions of the guarantor of such credit cards. The agencies are committed to processing travel expense reports within thirty (30) days of the submission of a properly completed travel expense report, Form ADM-3148.

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 the Office of Budget and Management guidelines on prompt payment, or one dollar (\$1.00), whichever is greater.

#### **21.06 Transport of Felons**

The management of the Division of Parole and Community Services recognizes that the transportation of felons for the purpose of arrest and detention, or return to prison for revocation is a significant safety issue for field officers.

The division shall maintain the centralized transportation system developed for the purpose of returning parole violators from local jails to the state prisons.

There will be occasion when it is necessary for such transportation to be provided by field officers in accordance with prescribed policies.

For this purpose the Division will provide an appropriately equipped vehicle for each district office, and additional vehicles based upon the number of offender transports and other demonstrated needs, during the life of the Agreement, for transporting felons to local jails for detention and arrest, and for other related field activities

#### **21.07 Parking**

An employee who is required to pay for parking while traveling on agency business shall be reimbursed. The agency shall reimburse or make available a cost-free parking space for parking at the employee's headquarters on any return from business travel.

#### **21.08 Transportation Reimbursement**

Employees who, during the course of their normal duties, are required to actually transport clients/consumers/felons in their own personal vehicle on a regular basis, are eligible for reimbursement for the cost of an automobile rider to their existing insurance policy. To be eligible for the reimbursement, the employee must demonstrate the following:

1. That he/she is normally required to transport clients/consumers/felons in the course of their duties.
2. That there is no access to or available State vehicles.
3. That public transportation can not be used.
4. That their insurance company requires a special rider on their existing automobile policy.
5. Proof that such a rider has been purchased.
6. Proof of a valid drivers license and insurance policy.

By receiving such reimbursement, employees acknowledge that they may be required to use their own personal vehicle to transport clients/consumers/felons in the normal course of their duties.

The reimbursement to such employee(s) is the actual cost of the rider not to exceed seventy-five dollars (\$75) per year whichever is less. This reimbursement will be paid on a yearly basis on the pay period that includes July 1st. Employees who either resign, retire or have their employment terminated during the year and employees who start during any part of the year will have the reimbursement prorated. In the case of employees who either retire, resign, or have their employment terminated will have that portion of the reimbursement repaid to the State, in the last paycheck.

### **ARTICLE 22 - MOVING EXPENSES**

Moving expenses shall be paid by the agency when the employee is transferred or moved, except if such move or transfer is a result of the employee bidding on a job according to Article 30 Vacancies.

Moving expenses will not be paid by the agency when an employee is exercising his/her bumping rights under Article 29 Layoff and Recall.

### **ARTICLE 23 - CONTINUING EDUCATION**

#### **23.01 Purpose**

The Employer and the Union recognize that certain benefits accrue both to the State and the employee through participation in continuing education activities, including attendance at professional conferences and seminars and



enrollment in post-secondary educational programs, and the importance of maintaining licensure and certification, and the increased requirement for obtaining CEU's in many disciplines. The appointing authority or designee, working within the framework of budgetary constraints, will support these activities when deemed appropriate and beneficial to all concerned. If participation in such activities is voluntary, time spent in them shall not be considered time worked for overtime purposes. When an employee attends a professional conference or seminar which is approved or sponsored by the agency, the employee shall receive his/her regular daily rate of pay for each day of attendance at such conference or seminar which falls on a regularly scheduled work day.

### **23.02 Tuition Reimbursement, Seminars and Conferences Fund**

The Employer/agencies are committed to the upgrading and maintenance of the educational and skill levels of bargaining unit members. Where possible, the agencies will continue the practice of tuition reimbursement in effect on the date of the ratification of this Agreement.

The Employer will continue, through the administration by the Department of Administrative Services, the tuition reimbursement, seminar and conference fund. The fund will make available \$300,000 in fiscal year 2001, \$350,000 in fiscal year 2002, and \$400,000 in fiscal year 2003 for fees and expenses for attendance at seminars, workshops, conferences and for tuition reimbursement. Subject to the limitations of the fund, each employee shall be eligible for an amount not to exceed one thousand five hundred (\$1,500) dollars for tuition reimbursement and one thousand (\$1000) dollars for seminars, workshops or conferences.

The parties shall discuss any changes in the fund at the State Professional Committee. These discussions shall include the usage of the fund to pay for necessary Continuing Education Units and Continuing Education Units leading to the renewal of certification and licensure.

Reimbursement for travel, food and lodging shall be consistent with Article 21 Travel of this Agreement.

Agencies may allocate additional funds within their agency for the purpose of providing reimbursement to their employees for approved attendance at seminars and conferences, or for tuition reimbursement. In agencies where such a fund exists agency employees must apply first for seminars, workshops and conferences and tuition reimbursement from that agency. When those funds are no longer available or do not exist, the employees may apply for reimbursement from the tuition reimbursement, seminar and conference fund established by the Employer.

The agency shall attempt to share information on seminars, workshops and conferences with interested employees, consistent with the local procedure for distribution of that type of material. However, the agency cannot be responsible for removal of notices from bulletin boards or failure of others to forward the information.

The Department of Mental Health will reimburse bargaining unit members for continuing education/seminars of benefit to both the employees and to the agency to a maximum of \$50,000 in each fiscal year of the Agreement. Requests to attend seminars, workshops and conferences, or for tuition reimbursement shall not be unreasonably denied.

### **23.03 Educational Stipends**

Full-time stipendiary arrangements, when an agency has funds available for this purpose, may be made for employees, at an approved educational institution. Such arrangements shall normally be made for periods of at least one (1) academic term or quarter but not more than two (2) academic years. The stipend shall not exceed regular salary plus tuition, books and related school expenses. Under a stipendiary program, the employee shall sign an agreement to work for a state agency for a period of time at least equal to the length of the stipend program. If he/she fails to perform this service, the amount of the stipend payment shall be repaid. Repayment may be waived by the appointing authority when warranted by exceptional circumstances. Use of this program shall be limited to fields of study in which the employee is working.

### **23.04 Time Off for Classes**

An employee may be allowed time off from his/her position at regular rate for the purpose of taking job related educational courses or training, at an approved educational institution. The maximum time off under this arrangement may not exceed one tenth (1/10) of the employee's normally scheduled hours per week, unless otherwise agreed to by the Agency. Any time beyond this amount shall be without pay, unless specifically approved by the agency. If time off for classes is denied, the Employer shall provide a response with the Employer's reason for denial. Grievances on this issue shall only be advanced through the Non-Traditional Arbitration procedure.

### **23.05 Continuing Education Units**

The Employer will attempt to provide CEU credits within the agency and at the work site where practical and feasible. It is the responsibility of the employee to maintain the appropriate CEU credits required for licensure.

### **23.06 Administrative Leave**

Employee requests for Administrative Leave for conferences, workshops or seminars will be responded to within fourteen (14) days of proper submission of such requests. Reasonable attempts will be made to respond to such

requests sooner. Exceptions may be mutually agreed to by the parties. If time off for classes is denied, the Employer shall provide a response with the Employer's reason for denial. Grievances on this issue shall only be advanced through the Non-Traditional Arbitration procedure.

### **23.07 Computer Technology**

Employees who participate in the computer purchase program under this article may make one application during the term of this agreement for an eighty dollar (\$80.00) payment to assist in the purchase of a computer. Such payments shall be made from the continuing education fund under this article.

Upon application from the Union, the Employer shall establish payroll deductions from individual employees pay checks as reimbursement for the purchase of a computer. The parties agree to limit payments to equal payments of 12, 18, or 24 months. Reimbursements shall be limited to no more than 6 financial institutions and the SEIU, District 1199, as indicated on the payroll deduction form that shall be agreed to by the Office of Collective Bargaining and the Union.

If the Employee terminates prior to the loan being paid off, any outstanding liability shall be the responsibility of the Employee.

## **ARTICLE 24 - HOURS OF WORK AND OVERTIME**

### **24.01 Work Week**

The standard work week for full-time employees shall be forty (40) hours exclusive of time allotted for unpaid meal periods.

### **24.02 Rate of Overtime Pay**

Employees shall receive compensatory time or overtime pay for authorized work performed in excess of forty (40) hours per week, except for the following classifications:

65341	Physician
65343	Physician Specialist
65351	Psychiatric Physician
65371	Psychiatrist

Compensatory time and overtime pay for physicians shall be addressed in Article 44 Physicians.

### **24.03 Overtime Assignment**

A. In institutional settings when the agency determines that overtime is necessary, overtime shall be offered on a rotating basis, at least to the first five (5) qualified employees with the most state seniority who usually work the shift where the opportunity occurs. If no qualified employees on the shift desire to work the overtime, it will be offered on a rotating basis first to the qualified employee with the most state seniority at the work site. When there are no volunteers to work the overtime as outlined above, and or where an emergency exists, reasonable overtime hours may be required by the agency. Such overtime shall be assigned, on a rotating basis, first to the qualified employee with the least state seniority at the work site. This 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.

B. In non-institutional settings, the agency reserves the right to schedule and approve overtime. In emergency situations overtime may be approved after the fact. Required overtime that can be worked by more than one (1) employee at the work site (that which is not specific to the particular employee's case load or specialized work assignment) will be offered on a rotating, state seniority basis. If no qualified employee volunteers for the work, or where an emergency exists, then the qualified employee with the least state seniority at the work site will be assigned on a rotating basis.

C. The parties recognize that in both institutional and non-institutional settings, that the Employer has the right to require mandatory overtime where necessary; however, the Employer will not abuse the utilization of mandatory overtime.

### **24.04 Overtime and Compensatory Time**

Overtime work shall be compensated as follows:

A. Hours in an active pay status in excess of forty (40) hours in any calendar week shall be compensated at the rate of one and one-half (1 1/2) times the total rate of pay, as defined by Section 43.01, for each hour of such time. Total rate of pay includes the base rate plus longevity, all applicable supplements, and shift differential where applicable.

B. An employee may elect to take compensatory time off in lieu of cash overtime payment for hours in an active pay status more than forty (40) hours in any calendar week. Such compensatory time shall be granted on a time and one-half (1 1/2) basis.

C. The maximum accrual of compensatory time shall be two hundred forty (240) hours and compensatory time must be taken within one (1) year of its being earned.

D. When the maximum hours of compensatory time accrual is rendered, payment for overtime work shall be made in cash. Compensatory time not taken within one (1) year shall be paid in cash to a maximum of eighty (80) in any pay period.

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

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

For the 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 shall not be considered as active pay status for purposes of this Article.

Compensatory time requests must be submitted in writing twenty-four (24) hours in advance of the anticipated time off, unless the need for time off is of an emergency nature.

#### **24.05 Jury Duty**

Employees shall receive pay at regular rate for regularly scheduled working hours when they are required to serve as a juror in a United States or Ohio court. Employees scheduled to work on afternoon shift shall not be required to report to work on days when they serve as jurors, but shall receive full jury duty pay. Employees scheduled to work on the midnight shift shall not be required to report to work on nights preceding reporting for jury duty, but shall receive full jury duty pay. Any fees in excess of fifteen dollars (\$15) dollars per day received by the employee for such activity shall be remitted to the Employer.

#### **24.06 Court Appearance**

Any employee who has to appear in court or other official proceedings for the Employer for any reason shall be paid for such time at regular rate. If the court appearance is on the employee's regular day off, the employee shall receive pay or compensatory time at the rate of one and one half (1 1/2) times the regular rate of pay.

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.

Employees subpoenaed to proceedings on behalf of an employer other than the State, who receive compensation for his/her testimony from the other employer shall not be eligible for paid leave as provided in this Article, but may elect to use available accrued leave. 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 in excess of fifteen dollars (\$15), excluding travel and meal allowances, to the Agency. The employee shall notify the Agency designee immediately upon receiving a subpoena.

An employee appearing before a court or other legally constituted body in a matter in which the employee is a party may be granted the use of vacation or personal leave or leave of absence without pay. Such instances would include, but not be limited to, criminal or civil cases, traffic court, divorce proceedings, custody proceedings, or appearing as directed as parent or guardian of juveniles.

#### **24.07 Meal Periods**

Employees shall be granted an unpaid meal period of not less than thirty (30) minutes nor more than sixty (60) minutes near the midpoint of each shift, if feasible. If it is not feasible near the midpoint of the employee's shift, every attempt will be made to reschedule it at the earliest available time during that shift. If it is impossible to reschedule the meal period during the shift, the employee will be compensated according to the provisions of this Agreement. Employees who are required by the agency to remain in a duty status with no scheduled meal period shall receive compensation for time worked at their regular rate except when the employee is in an overtime status at which time the employee will be compensated at his/her overtime rate.

#### **24.08 Breaks**

A paid rest period of fifteen (15) minutes shall be granted to each employee for every four (4) hours of regularly scheduled work performed, except during an unusual situation or emergency created beyond the control of the agency. At the request of the employee, the rest period(s) shall be scheduled with the meal period unless operational needs preclude combining rest period(s) and lunch. The combination of the rest period(s) and lunch shall not exceed one (1) hour in length, and shall not be used to shorten the work day. If the rest period(s) and lunch are not combined, such rest periods shall be a time detached from the beginning and end of shifts, and although reasonably scheduled by the

agency, shall be taken near the midpoint of each half-shift unless mutually agreed otherwise. Paid rest periods of ten (10) minutes each for every two (2) continuous hours of overtime worked shall be granted to employees.

#### **24.09 Emergency Leave**

Should an employee be sent home before the end of his/her shift or told not to report due to unusual circumstances beyond the control of the employee, the employee shall be paid for the full shift.

Employees in non-institutional settings and non-direct care staff in institutional settings shall be sent home with pay should the work location become seriously unsafe or unhealthful and temporary reassignment is not feasible. In institutions, should such conditions arise, management shall take action(s) necessary to remedy the unsafe or unhealthful condition(s) as promptly as possible.

An employee who normally uses a personal car in the course of his/her work shall be scheduled to work at his/her normal work headquarters, or be provided a state car, should his/her personal car be temporarily inoperable or being repaired. Should an employee's personal or state car become inoperable during the course of his/her work, he/she shall be required to contact his/her immediate supervisor and shall be instructed to return to his/her work headquarters or report to an alternate work location; be provided a state car or be paid for the hours scheduled to work that day excluding overtime.

#### **24.10 Required Meeting Attendance**

Employees required or authorized by their supervisors to attend meetings on off-duty hours will be compensated within the terms of this Agreement.

#### **24.11 Flexible Work Schedules**

The current practice of flex time shall be continued. Management reserves the right to change schedules, including flexible schedules, however, employees will not have their flex time schedules terminated in an arbitrary or capricious manner and such changes shall be made for a rational management purpose. The use of flexible work schedules shall be a subject for discussion in the Agency/Facility Professional Committees. Flexible work schedules can include adjusting the starting and quitting times of the work days and/or the number of hours worked per day and the number of days worked per week.

The Employer agrees to consider flexible work schedules for particular employees or classifications. The Employer agrees to consider such options as four (4) ten (10) hour days, twelve (12) hour shifts, and/or other creative scheduling patterns that may assist in the recruitment and/or retention of nurses and other employees. Subject to the employer's right to schedule employees to satisfy its operational needs, such a schedule will be implemented upon the request of the union and affected employees.

Should recruitment difficulties become more severe in certain classifications, the Employer may explore and implement various arrangements to assist in recruiting such as shift differential, pay supplements, and variable weekend work plans.

In order to be able to implement some flexible work schedules, and where consistent with Federal Law, the Employer may allow a full-time employee(s) to work less than forty (40) hours in a week and more than forty (40) hours in the other week within the same pay period. An employee(s) permitted to shift his/her work hours shall be eligible for overtime pay or compensatory time only after eighty (80) hours in an active pay status in a pay period.

Flexible work schedules may, by mutual agreement, be used for pre-scheduled medical appointments. In addition, the trading of shifts may also be granted, by mutual agreement, for pre-scheduled medical appointments.

#### **24.12 Place of Work**

Those employees who have their homes designated as their work headquarters may continue to do so, and shall report to their field headquarters as directed by their supervisor. Requests from employees to work from their homes will be considered by the appointing authority.

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

Where appropriate in institutional settings, a four-week schedule shall be posted two (2) weeks in advance. In the event the agency determines a change in an employee's work schedule is necessary due to operational needs and when there are two (2) or more employees available and qualified to perform the duties of a specific assignment in the same classification, the Employer, to the extent possible under ordinary circumstances, will assign the least senior employee(s) to the modified schedule. The agency shall ask for volunteers prior to assigning employees to the modified schedule. An employee shall not be required to change his/her posted schedule solely to avoid the payment of overtime to such employee.

Employees may voluntarily switch work days with other employees with the prior approval of the supervisor.

In non-institutional settings where the work schedule is fixed, the agency shall not change an employee's schedule solely to avoid the payment of overtime.

#### **24.14 Weekends**

The present practice of weekend-off scheduling shall be continued until any proposed changes are discussed in the Agency or Facility Professional Committee meeting. At the Agency or Facility Professional Committee meeting, the discussion shall include operational need and the rationale for change.

#### **24.15 Shifts**

In the Department of Rehabilitation and Correction, the agency may schedule nursing personnel on a rotational shift basis for a temporary period during the opening of new facilities. The agency shall not schedule any employee to rotate more than two (2) different shifts in any four (4) week scheduling period. Exceptions may be mutually agreed to by the parties.

In the other agencies, shifts shall not be rotated unless mutually agreed to by the parties.

#### **24.16 Job Sharing**

The Employer and the Union recognize the value of job sharing in some situations. The parties agree to discuss in the professional committees the development of job sharing options in these agencies where such arrangements are feasible. Within ninety (90) days of the effective date of this Agreement, the parties shall develop guidelines for a Job Sharing Policy for consideration by the various agencies.

#### **24.17 Shift and Assignment Openings**

Shift and assignment openings shall be filled by the qualified employee within the classification at the worksite having the greatest state seniority who desires the opening.

#### **24.18 Pulling or Movement of Personnel**

An employee may be pulled or moved to meet operational needs. The agency shall designate the work area most able to provide the coverage. The qualified employee in the designated class having the greatest state seniority who desires to be pulled or moved shall be. If no employee volunteers to be pulled or moved, the qualified employee in the designated class with the least state seniority shall be pulled or moved first from the work area most able to provide the coverage as determined by management.

### **ARTICLE 25 - TEMPORARY WORKING LEVEL**

The agency may temporarily assign an employee to duties of a position with a higher pay range. If the temporary assignment is for a continuous period in excess of four (4) days, the affected employee shall receive a pay adjustment which increases the employee's step rate of pay to the greater of: (a) classification salary base of the higher level position, or (b) a rate of pay of approximately four percent (4%) above his/her current step rate of compensation. The employee shall receive the pay adjustment for the duration of the temporary assignment.

The agency may place an employee in a temporary assignment more than once in any one (1) year period with prior approval of the Employer.

The agency shall not extend a temporary assignment beyond a ten (10) week period unless the Employer has given prior approval and the temporary assignment is being utilized to fill a position which is vacant as a result of an approved leave. The temporary assignment in such instance may be extended for the entire period of the vacancy which was the result of an approved leave.

Employees who are receiving temporary working level pay adjustments for positions excluded from these bargaining units shall be considered employees of the bargaining unit; however, they shall not answer grievances nor serve as delegates while temporarily working as supervisors.

### **ARTICLE 26 - LEAVES OF ABSENCE**

#### **Unpaid Leaves**

##### **26.01 Personal and Educational Leave**

A leave of absence may be granted upon written request for a period of up to six (6) months for personal reasons. Such reasons include, but are not limited to, non-disability maternity, paternity and child-rearing leave, adoption leave, and such other purposes as may be approved at the sole discretion of the Employer. Such leaves may be extended upon written request for a period of up to six (6) months.

A leave of absence may be granted upon written request by an employee for the purpose of entering an educational program leading to a degree or certification. The leave may be granted for a period of up to two (2) years and may be extended upon request for an additional period of up to two (2) years.

Such leaves of absence shall not be unreasonably requested by employees, nor shall they be unreasonably denied by the agency.

### **26.02 Union Leave**

Employees appointed or elected to Union positions or office shall be granted a leave of absence for a period not to exceed three (3) years for elected Union offices or two (2) years for appointed Union positions. The Office of Collective Bargaining shall be notified of such leave of absence as soon as possible, but no less than five (5) work days prior to the start of the leave of absence. Any employee presently on Union leave may remain on such leave for a period not to exceed three (3) years from the effective date of this Agreement. Employees may not stack leaves for elected Union offices with leaves for appointed positions. Upon the expiration of the above stated leave periods, the employee shall be terminated, and has no further rights to the State position.

### **26.03 Workers' Compensation Leave**

When an employee is off work due to a compensable on-the-job injury, he/she shall be on leave of absence for the length of time he/she receives Workers' Compensation not to exceed two (2) years. At the end of the two (2) year period the employment relationship will automatically sever.

### **26.04 Requesting Leave of Absence Without Pay**

An employee must request in writing all leaves of absence without pay. The request shall state reasons for taking leave of absence and the dates for which the leave is being requested.

If it is found that a leave is not actually being used for the purpose for which it was granted, the appointing authority shall cancel the leave and direct the employee to report for work.

### **26.05 Return to Service**

When an employee returns from a leave of absence within two (2) years, the employee is to be returned to the same position including work site, assignment and shift held prior to the leave. The agency has the right to fill the position with an interim employee when the agency feels it necessary. When an employee returns from a leave of absence of longer than two (2) years, the employee is to be returned to the classification formerly occupied, or to a similar classification if the employee's former classification no longer exists. If the employee's former work site, assignment or shift no longer exists, every effort will be made to place the employee on a similar assignment and shift.

An employee who fails to return to duty or make arrangements to do so which are acceptable to the agency within three (3) working days of the completion of a valid cancellation of a leave of absence may be removed from service. An employee who fails to return to service from a leave of absence without pay and is subsequently removed from the service is deemed to have a termination date corresponding to the starting date of the leave of absence without pay.

### **26.06 Seniority While On Leave**

Seniority shall accrue while on leave of absence.

### **26.07 Benefits While On Leave**

The State will continue to pay the Employer's share of health insurance premiums for an employee on unpaid FMLA leave granted pursuant to Article 26.10 provided the employee continues to contribute his/her share of the premium. Employees granted a non-FMLA leave of absence without pay for a period longer than thirty (30) days and who desire to continue their health and life insurance coverage, must pay the total premium (employee and Employer share). The State will continue to pay for dental and vision coverage as long as the employee continues paying the total health insurance premium. Employees on Family Medical Leave under the "FMLA" shall receive health insurance in accordance with the Act.

### **26.08 Return from Extended Medical Leave**

When an employee who has exhausted the two (2) year period of disability leave and was unable to return at that time, becomes physically able to return to work, he/she shall be returned to work in his/her classification into any opening which occurs within one (1) year of the expiration of the disability leave.

The employee requesting to return from an extended medical leave shall be eligible for reinstatement upon the submission of appropriate medical documentation which must show that the employee has recovered sufficiently to be able to perform the essential function of the position to which reinstatement is sought or may accept a reasonable accommodation under the American with Disabilities Act to another position for which he/she is able to perform the essential functions of the position, if such a position is available. Such a placement supersedes all other sections of this Collective Bargaining Agreement.

### **26.09 Military Leave of Absence**

The provisions of State and Federal Law shall prevail for all aspects of military leave, including request for and return from such leave.

### **26.10 - Application of the Family Medical Leave Act**

The Employer will comply with all provisions of the Family and Medical Leave Act. 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.

## **Paid Leaves**

### **26.11 Adoption/Childbirth Leave**

Eligibility requirements, leave benefits, and waiting period for Adoption/Childbirth Leave shall be determined pursuant to State policy. Employees may elect to take two-thousand (\$2,000) dollars for adoption expenses in lieu of taking time off for Adoption/Childbirth Leave.

### **26.12 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 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.

## **ARTICLE 27 - EMPLOYEE STATUS**

### **27.01 Full-Time**

A full-time employee is an employee who regularly works forty (40) hours per week and 2080 hours per calendar year.

### **27.02 Part-Time**

A part-time employee is an employee who regularly works less than forty (40) hours per week. The agency shall not use part-time employees to avoid full-time benefits.

### **27.03 Intermittent**

An intermittent employee is an employee who works on an irregular schedule which is determined by the fluctuating demands of the work, is not predictable and is generally characterized as requiring one thousand (1000) hours or less in a fiscal year.

Intermittents working more than one thousand (1000) hours in a fiscal year shall be converted to part-time permanent status and shall be covered by the terms and conditions of the collective bargaining agreement. The agency agrees not to abuse the designation of intermittent status and not to use intermittent employees for the purpose of avoiding filling permanent positions.

### **27.04 Interim**

An interim employee is an employee who is hired to fill a vacancy created by an authorized leave of absence or disability leave. When the employee returns from the leave of absence or disability leave, the interim employee shall be terminated with no right to grieve the termination. Where possible, reassignment will be made from current employees by moving the most senior qualified employee at the work site to the higher position on a temporary working level and then hiring the interim in the lower position.

### **27.05 Temporary**

A temporary employee is one who is hired for a limited period of time not to exceed sixty (60) days. The Employer agrees not to use temporary employees for the sole purpose of avoiding the filling of permanent full-time positions.

### **27.06 Established Term Irregular**

The parties agree to the use of the appointment type Established Term Irregular (ETI) as outlined in Appendix E. The parties may meet at any time, by mutual agreement, to make changes to Appendix E.

### **27.07 Classified, Unclassified and Provisional**

All employees in the bargaining units, regardless of their status of classified, unclassified, provisional or other, shall have all the rights and protection provided under this Agreement.

## **ARTICLE 28 - SENIORITY**

### **28.01 Seniority Definition**

#### **A. State Seniority**

The total seniority credits accrued pursuant to the provisions of this Article.

**B. "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) pay periods.

Except as provided under Section 28.02, 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, or expiration of rights to recall.

Each full-time employee shall be credited with one seniority credit for each pay period of continuous service. Part-time 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 except for periods of unapproved unpaid leave.

The seniority of employees employed on or before June 12, 1986, shall be based on the previous guidelines used in determining State service. These guidelines provide that all service time with Ohio public agencies for which an employee contributes to an Ohio Public Employee Retirement plan counts as time toward seniority, not including time spent during a break in service. These guidelines shall also include the crediting of previous time after a break in service, if the employee was reinstated within one (1) year of the break in service. Employees hired after June 12, 1986 shall have seniority computed as follows:

1. Persons employed with the State of Ohio in a classification not covered by the 1199 Agreement, who prior to June 1, 2000, entered a classification in bargaining unit eleven (11) or bargaining unit twelve (12) are eligible to carry-over their previous seniority as that seniority was determined by the terms of the Agreement covering that previous classification.
2. Effective June 1, 2000, persons employed with the State of Ohio in a classification not covered by the 1199 agreement, who enter a classification in bargaining unit eleven (11) or bargaining unit twelve (12) shall not carry-over any seniority.

#### **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 position(s) exempt from collective bargaining subsequent to June 12, 1986, by employees who were not covered by this Agreement on July 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 July 1, 1992, time spent in a position exempt from collective bargaining, subsequent to July 1, 1992, other than classifications subsequently accreted to a bargaining unit covered by this Agreement, shall not be included in the determination of seniority credits but shall be counted for service credits.

Assignments to non-bargaining unit classifications for the period of a temporary working level or assignments to non-bargaining unit classifications for a period as an interim employee shall continue to earn both seniority credits and service credits.

#### **28.02 Identical Hire Dates**

Except as provided in Section 28.05:

- A. When two (2) or more employees have been hired or transferred into bargaining unit eleven (11) or bargaining unit twelve (12) during the same pay period the employee(s) with the earlier date of hire shall be the most senior;
- B. When two (2) or more employees have the same state hire date, transfer date or the same number of seniority credits, seniority shall be based on the last four (4) digits of the employee's social security number. The lowest number shall be considered the most senior.

#### **28.03 Seniority Lists**

The Employer shall prepare and maintain seniority lists of all employees and shall furnish said lists quarterly to the Union and to the appropriate State of Ohio agencies.

The seniority list will describe employees in descending order of state seniority credits and will contain the employee's name, classification title, state seniority credits, and the last four digits of each employee's social security number. Each employee's individual employee seniority credits will be displayed on the employee's earnings statement.

#### **28.04 - Conversion**

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

- 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 except as specified 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 with the pay period ending January 17, 1998, seniority credits shall replace seniority dates as the basis for determining relative seniority standing or seniority rights under this Agreement.
- C. Adjustments or corrections in seniority dates or seniority credits pursuant to this Article shall not affect previous personnel actions based upon seniority. Such changes shall not alter personnel actions, layoffs or bumping rights which have taken place prior to the effective date of the conversion.

## **ARTICLE 29 - LAYOFF AND RECALL**

### **29.01 Notice**

When the agency determines that a layoff is necessary, the agency shall notify the Union and inform them of the classification(s), the number of employee(s) and the work site(s) affected. When the layoff involves a work site with more than one (1) employee in a classification series, the layoff shall be within the entire classification series. In the event the duties of a higher classification in the class series are no longer needed, employees in the higher classification may be laid off.

The agency will schedule a meeting with the Union to explain their reason for such action. The Union's comments and ideas given to avoid the layoff will be seriously considered before making a final decision.

If after this meeting the agency deems that the action is still necessary, the following procedure shall be adhered to.

Every effort will be made to place employees in comparable employment in the public or private sector. The agency shall notify all affected employees of the impending layoff at least forty-five (45) days prior to the effective date of any layoff, if the reason is for lack of funds, and ninety (90) days prior notice shall be given to affected employees for any other reason.

### **29.02 Layoff Procedures**

**A.** In the event of a layoff within a higher classification(s) within a classification series, as a result of the elimination of duties:

- 1. There shall be the opportunity for any employee in the affected classification series at the work site(s) to volunteer for layoff.
- 2. Employees with the least state seniority within the classification(s) at the work site(s) affected shall be laid off first.

Those individuals in the classification(s) affected who have special qualifications or duties may be exempt from the layoff, and will not be displaced by individuals without those qualifications or the ability to perform those duties. A laid off employee shall have the right to displace a less senior employee in the same classification at another work site within the agency bumping jurisdiction, or the employee shall have the right to displace a less senior employee at their own worksite within their own classification series. No promotions shall result from this action.

**B.** In the event any layoff is implemented within the bargaining unit in the classification(s) series affected other than as outlined in A above:

- 1. There shall be the opportunity for any employee in the affected classification series at the worksite(s) to volunteer for layoff.
- 2. Employees with the least state seniority within the classification series at the worksite(s) affected shall be laid off first.

Those individuals in the classification series affected who have special qualifications or duties may be exempt from the layoff, and will not be displaced by individuals without those qualifications or the ability to perform those duties. A laid off employee shall have the right to displace an employee of another work site within the classification series within the agency bumping jurisdiction who has less seniority. The employee who exercises his/her bumping privilege shall enter the pay range of the classification at the rate closest to his/her current rate of pay.

**C.** The bumping procedure will be as follows:

- 1. When an employee is given notice of layoff in accordance with Section 29.01 above, that employee and all other employees within the similar classification series within the agency bumping jurisdiction shall be given a list showing the name, work site and location, and state seniority of all agency employees within their agency bumping jurisdiction in the similar classification series within five (5) days.
- 2. Within five (5) days of receipt of the list above, the laid off employee may give notice to bump, in accordance with 29.01 A or B above. If the employee fails to notify his/her supervisor within that five (5) day period that he/she wishes to exercise his/her bumping rights, he/she shall have no further bumping rights.

3. An employee who has been bumped in accordance with the above, shall have the right, within five (5) days, to bump a less senior employee. Should the employee fail to exercise his/her bumping rights within this five (5) day period, he/she shall have no further bumping rights.
4. This procedure will continue until the employee bumped either chooses not to exercise bumping rights or has no one to bump.
5. In the event that the bumping process outlined above has not been completed, i.e. an employee bumped has chosen not to bump or an employee bumped has no one less senior to bump, after sixty (60) days (or thirty (30) days if the reason for layoff is lack of funds) the following procedure will apply:
  - a. All employees with less seniority within the agency bumping jurisdiction within the affected similar classification series will be given a bumping selection form that identifies potential options. Such employee will select options available to them and will list them in the order of their priority. Employees will be given five (5) days to complete and return the forms. Copies of the forms will be sent by the Employer to the Union.
  - b. The agency will take the top option selected by each employee in declining seniority to determine the bumping placement of that employee. This process will be completed within five (5) days. All employees will then be notified of their placement following this bumping procedure.
6. The entire bumping process outlined above shall be completed within the ninety (90) day period (forty-five (45) day period if the reason for layoff is lack of funds) notice period referred to in steps outlined in 29.01 above. No employee will change jobs during the steps outlined in 1-5 above. At the conclusion of this process and at the conclusion of the ninety (90) day period (forty five day period if layoff is for lack of funds) required in 29.01, any employees required to change jobs as a result of the bumping process will change jobs.

The jurisdictions for purposes of layoff are outlined in Appendix B.

The Employer shall establish a list of similar classification series which employees may use for displacement purposes in the event of a layoff. The Union will be consulted before the establishment of the list and kept apprised of its progress and the results before implementation.

#### **29.03 Recall**

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

The most senior laid off employee with the most state seniority from the classification series shall be recalled first. Employees shall be recalled provided they are presently qualified to perform the work in the job classification to which they are recalled without further training or certification. No promotions shall result from recall. Employees shall have recall rights for a period of two (2) years. Notification of recall shall be by certified mail to the employee's last known address. Employees shall maintain a current address on file with the appointing authority. Recall rights shall be within the agency and within recall jurisdictions as outlined in Appendix B. If the employee fails to notify the agency of his/her intent to report to work within seven (7) days of receipt and return to work within thirty (30) days, he/she shall forfeit recall rights.

#### **29.04 Appeals**

Grievances resulting from Layoff and Recall procedures shall be grievable directly to Step 3 of the Grievance Procedure.

#### **29.05 No Reduction of Hours**

If the work force is to be reduced, it shall be accomplished by layoff and not by any hours reduction. Only by agreement between the appropriate parties can the regular hours of employees be reduced.

### **ARTICLE 30 - VACANCIES**

#### **30.01 Job Vacancies**

A vacancy is defined as an opening in a full-time permanent or part-time permanent position in the bargaining unit which the agency has determined is necessary 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.

When a vacancy is created by an incumbent employee leaving the position, and that incumbent is above the entry level position in the classification series, the job shall be posted at the level in the classification series of the leaving employee, provided the duties and responsibilities remain the same. After the employees have had the opportunity to bid for lateral transfers or for promotions, the position can be reduced in the classification series.

When a vacancy will be created by an incumbent employee leaving a position, the agency may post the vacancy and interview and provisionally select a candidate anytime after receiving notice that the position will be vacated.

A job vacancy shall be posted for a minimum of seven (7) days on designated bulletin boards within the agency at the facility where the vacancy exists. Applicants will be notified of the final determination within thirty (30) days after the selection for a position.

Any employee who desires to be considered for a position(s) in another agency(s) shall submit an Ohio Civil Service Application (ADM-4268) to the appointing authority of the agency or institution where employment is sought. Such application shall specify the desired classification(s) and work site(s). These applications will be maintained on file for one (1) year from the date of receipt by the appointing authority. If a posted vacancy is not filled pursuant to steps A and B of this Article, any applicant meeting qualifications for this position shall be considered pursuant to step C of this Article.

The Employer shall prepare and make available a booklet detailing the classifications available in various agencies, including a listing of the appointing authorities to which applications are to be sent.

Notice of newly-created classifications shall be provided to the Union's central office thirty (30) days prior to initial posting.

The Employer is currently developing a process to permit individuals to file an electronic application for a posted vacancy. The Employer may implement this process in addition to the current process during the term of this Agreement. The Union will be provided a reasonable notice and an opportunity to comment prior to the implementation of such a program. Application processes shall not be changed without mutual consent.

### **30.02 Awarding the Job (Transfers and Promotions and Demotions)**

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

"Demotion" is defined as the movement of an employee to a position within a classification covered by the terms of this Agreement pursuant to the provisions set forth for the filling of a vacancy, to a lower pay range only within the employee's current Agency. A lower pay range is defined as a pay range in which the first step has a lower rate of pay than the first step of the pay range to which the employee is currently assigned.

Employees in classifications not covered by the terms of this Agreement may not be demoted into a classification covered by the terms of this Agreement without the agreement of the Union. This does not include employees in the unclassified service in classifications not covered by the terms this Agreement who may be placed into a position covered by the terms of the Agreement where such unclassified status is revoked consistent with civil service law.

Applications will be considered filed timely if they are received or postmarked no later than the closing date listed on the posting. All timely filed applications shall be reviewed considering the following criteria: qualifications, experience, education, and work record, and affirmative action. Among those that are qualified the job shall be awarded to the applicant with the most state seniority unless a junior employee is significantly more qualified based on the listed criteria.

The Employer and the Union agree, through each Agency Professional Committee to review and discuss the agency's approved affirmative action plan annually prior to submission to EEO. Such plans shall include specific hiring goals where necessary.

Job vacancies shall be awarded in the following sequential manner:

- A. The job shall first be awarded to a bargaining unit applicant working at the facility where the vacancy exists in accordance with the above criteria.
- B. If no selection is made from A above, the job shall be awarded to a bargaining unit applicant working in the agency where the vacancy exists in accordance with the above criteria.
- C. If no selection is made from B above, the job shall be awarded to an applicant working-in the bargaining unit in accordance with the above criteria;
- D. If no selection is made from C above, the job may be awarded by hiring a new employee.

Within non-institutional agencies and within the Adult Parole Authority, step A above shall not apply.

This Agreement supersedes Ohio Civil Service Laws and Rules regarding eligibility lists for promotions.

Employees serving in a trial or probationary period shall not be permitted to bid on job vacancies.

## **ARTICLE 31 - PROFESSIONAL COMMITTEES**

Professional Committees shall be established in accordance with this Article, for the purpose of maintaining communications to cooperatively discuss issues of mutual concern and to promote a climate of professionalism and constructive employee/employer relations. The parties are committed to attempt to resolve issues of mutual concern. Agendas for all meetings will be exchanged in advance so that both parties are prepared to discuss the issues. The parties shall have appropriate decision makers in attendance at meetings.

### **31.01 State Professional Committee**

There shall be a statewide Professional Committee which shall consist of representatives from agencies with more than thirty (30) bargaining unit members. The Committee may address any statewide issue it deems appropriate, including but not limited to: classification studies, client care, staffing, professional development and health and safety policies.

### **31.02 Agency Professional Committees**

There shall be an Agency Professional Committee at each agency which has fifteen (15) or more bargaining unit members. There shall be regional professional committees within the Adult Parole Authority.

The Committees shall address any agency-wide issue they deem appropriate, including but not limited to: client care, staffing levels, health and safety issues, professional development, evaluations and inservice education.

The agency shall inform the Union thirty (30) days prior, where possible, of any additions to or changes in work rules which are applicable to employees in these bargaining units.

Work rules may be discussed at the initiative of either party in the Professional Committee meetings. The Union may make such comments as it feels necessary to the issuing authority about the proposed rules.

### **31.03 Facility Professional Committees**

For each institution within the Departments of Mental Health, Mental Retardation and Developmental Disabilities, Rehabilitation and Correction and Youth Services, there shall be a Facility Professional Committee.

The Committees shall address any facility-wide issues it deems appropriate, including but not limited to: client care, health and safety issues, professional development, evaluations and inservice education.

The facility shall inform the Union thirty (30) days prior, where possible, of any additions to or changes in work rules which are applicable to employees in these bargaining units.

Work rules may be discussed at the initiative of either party in the Professional Committee meetings. The Union may make such comments as it feels necessary to the issuing authority about the proposed rules.

### **31.04 Health and Safety Committees**

Health and Safety Committees with joint Union and Management participation shall be established in each non-institutional agency. Such committees shall have an equal number of Management and Union representatives. In each institutional agency whose employees are covered by this Agreement, a Health and Safety Committee shall be established at each institution or facility, which Committees shall be comprised of an equal number of Union and management representatives. Pursuant to the mutual agreement of the State and all Unions certified to represent employees in any agency or institution, the above committees may be established as multi-Union committees composed of such representatives as the State and participating Unions may mutually agree. In addition, pursuant to the mutual agreement of the State and all Unions certified to represent employees in any State agency whose employees are covered by this Agreement, a single state-wide Health and Safety Committee, composed of such representatives as the State and participating Union may mutually agree, may be established.

The committees established pursuant to the terms of this provision shall meet at mutually agreeable times, but not less frequently than once per quarter or as may be required to satisfy certification or accreditation standards. Unless extended by the mutual agreement of all members of any such committee, each meeting of the committee shall be limited to a duration of four (4) hours.

Any such committee shall consider such matters relating to health and safety of employees covered by this Agreement and may make non-binding recommendations to the state, an agency covered by this Agreement, or in institution or facility covered by this Agreement regarding such matters.

Whenever an inspection of a facility is performed by another governmental agency that relates to health and safety, the delegate shall be informed and have the right to the final written reports generated by the inspection.

Every injury/occupational illness shall be investigated by the institution or agency in a timely matter. Such investigations shall be subject to review and comment by the appropriate Health and Safety Committee.

### **31.05 Procedures**

The Professional Committees shall consist of an equal number of representatives from management and the Union. The committees shall determine the frequency of meetings, set the agenda, discuss issues affecting the bargaining units and determine the number of representatives to serve on the committees. As outlined in this article, no committee may reach agreement on any matter that would alter in any way the terms of this Agreement.

Committee members shall receive time off with pay at regular rate to attend committee meetings which are held during their regularly scheduled hours of work.

### **31.06 Other Committees**

Nothing in this article precludes the continuation of committees in existence prior to the effective date of this Agreement that is needed to meet certification/accreditation requirements, or replacing Labor-Management Committees or other joint committees in existence prior to the date of the ratification of this Agreement.

## **ARTICLE 32 - HEALTH AND SAFETY PROCEDURES**

The Employer shall provide a safe and healthful place of employment for each employee, and comply with all local, state, and federal health and safety laws and regulations. In accordance with such laws and regulations, no retaliatory or discriminatory actions shall be taken against any employees who, in good faith, refuse to work because of dangerous or unhealthful conditions at their place of employment that are abnormal to their duties or place of employment. Further, no retaliatory or discriminatory action shall be taken against any employee(s) who report abnormally dangerous or unhealthful conditions at their place of employment to their supervisors, agency officials, or other proper authority, including their Union.

### **32.01 Bloodborne Disease Precautions**

- A. The Employer shall strictly adhere to the OSHA Standards on Bloodborne Disease Precautions and Universal Precautions Standards. All employees shall be provided annual training and any necessary protective clothing, as required to meet those Standards.
- B. All bargaining unit positions shall be classified in accordance with OSHA and Center for Disease Control (CDC) Guidelines, based upon the potential exposure of persons in those positions to bloodborne pathogens.
- C. All agencies, institutions, facilities, and/or work areas shall provide self-sheathing sharps. As new types of self-sheathing sharps are developed and made available in the general marketplace, they shall be provided in all agencies, institutions, facilities, and/or work areas as soon as reasonably practical.
- D. Sharp containers shall be provided at all work sites and areas when sharps are used. Such containers shall be of the type that can be used single handedly and they shall be puncture proof and impervious to liquids. Such containers shall also be of the type that are secure from accidental opening and exiting of sharps.
- E. The Employer shall provide Hepatitis B vaccinations, upon request, to those employees whose duties render them potentially exposed to bloodborne pathogens, at no cost to those employees. The Employer shall also provide, at the employee's request, a test to determine whether an employee has acquired a hepatitis infection. This test also will be limited in availability to those employees whose duties render them potentially exposed to bloodborne pathogens.
- F. 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 a positive reaction.

### **32.02 Blood Donations**

Employees shall be given a reasonable period of paid time off at their regular rate to donate blood.

### **32.03 Metal Detectors**

The Employer shall maintain at least one (1) hand-held metal detector in each district office in the Adult Parole Authority and the Department of Youth Services. The Health and Safety Committees established in Article 31 of this Agreement shall consider the issue of placing such detectors in other agencies, institutions, or work areas.

### **32.04 Tools and Accessories**

Agencies will provide equipment and accessories required to perform the job.

### **32.05 Home Visits**

Employees of the Adult Parole Authority and the Department of Youth Services shall not be required to make home visits alone after 6:00 p.m.

Employees of the Adult Parole Authority, the Department of Youth Services and the Rehabilitation Services Commission may request back up help in making home visits prior to 6:00 p.m. in areas which are dangerous. That back up help shall be provided or the client's appointment shall be rescheduled in the office.

### **32.06 State Vehicles**

State vehicles will be kept properly repaired by the agency. Employees agree to promptly report any needed repairs to their supervisors. Operational communication equipment shall be provided for each state car currently used or provided in the future by the Adult Parole Authority or Department of Youth Services Regional Offices to transport clients. In the Adult Parole Authority, each Unit shall be equipped with one (1) Cellular phone.

In other agencies, portable operational communication equipment will be available for state vehicles without permanently installed radios.

#### **32.07 Notification of Medical Conditions of Clients**

The agency shall maintain a program of infectious and communicable disease control in accordance with all applicable laws concerning release of client information. The agency shall advise employees of the medical conditions of clients in the most appropriate way in order to avoid the risk of infectious and communicable disease to employees and other clients and to facilitate the proper care of the client.

#### **32.08 Medical Testing by Non-Medical Personnel**

No employee of the Division of Parole and Community Services shall be required to conduct medical tests. The transportation of offender urine samples from drug testing, shall be discussed on an ongoing basis to ensure that necessary precautions are provided and taken during the transport of such. Management and the union agree to jointly discuss concerns related to the transportation of urine samples, as they arise.

Non-security staff of the Department of Rehabilitation and Corrections will not be required to collect urine samples or other medical samples for testing, unless a custodial officer is not available.

#### **32.09 Rest Rooms**

The Employer shall maintain all rest room facilities in accordance with the applicable standards of the Ohio Basic Building Code. Where facilities are leased, the Employer shall make a reasonable effort to assure that such facilities comply with the standards of the Code.

Where practical and feasible, the Employer shall provide separate rest rooms and eating areas for employees. In those institutional facilities that presently provide separate rest rooms for employees, in areas in which clients, patients, or residents have ready access, employees' rest rooms shall have door locks that require a key to open from the outside, but may be opened without a key from the inside. Supplies of any type, other than such minor additional supplies used in the rest rooms themselves (e.g., soap, paper towels, tissue, etc.), shall not be stored in open, exposed areas of the rest rooms.

#### **32.10 Strip Search**

Employees shall not be required to strip search clients of the opposite sex.

#### **32.11 Working Alone**

In the institutions of the Department of Rehabilitation and Correction, working alone shall be governed by the agency policy.

The institutions of the Departments of Mental Retardation and Developmental Disabilities, Mental Health, and Youth Services, and the Ohio Veterans' Home recognize the potential hazard to the health and safety of employees caused by working alone in some situations. To the extent reasonably practicable, the Employer will reduce situations where employees are required to work alone. Upon request those agencies shall formulate a list of situations in which employees should not work alone. Such formulation shall be completed after consultation with the Union in facility and Agency Professional Committee meetings.

The Employer agrees to formulate a working alone policy after discussions in the Agency Professional Committee. The parties agree to cooperate fully in the implementation of such policies to minimize, as much as possible, any potential risk in situations where employees work alone. A periodic check on the safety of employees who work alone in potentially hazardous areas shall be made.

#### **32.12 MH Medical Isolation**

In the Department of Mental Health proper arrangements shall be made to isolate clients when medically necessary.

#### **32.13 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 primary job responsibilities which involve the use of such equipment for a majority of his/her time.

Where employees are required to work for extended periods of time at video display terminals, such employees shall be allowed a non-VDT working break of 15 minutes every two (2) hours they are required to work at the video display terminal.

Non-VDT work is in addition to rest periods provided by Section 24.08.

Any employee who regularly operates a VDT may obtain an annual eye examination paid by the Employer up to thirty-five dollars (\$35) unless paid by insurance. The employee may obtain an optical exam annually and submit a claim to the State's insurance carrier for vision benefits. If that claim is denied, the Employer will reimburse up to thirty-five dollars (\$35) upon presentation of a denied claim form.

Employees shall be provided information regarding the safe use of the VDT's. If training is required, such training shall normally be held during regularly scheduled work hours. Employees shall be compensated at their regular rate of pay to attend such training.

When purchasing new VDT equipment, the Employer shall provide ergonomically appropriate VDT equipment where necessary for appropriate employees.

#### **32.14 DYS Client Transport**

DYS employees who are expected to transport clients may request the use of a state vehicle for the transportation of a client and will be granted the use of a state vehicle, if available.

When a state vehicle is requested, but not available, consideration will be given to a request by the employee to reschedule a planned trip until a state vehicle is available.

If a state vehicle is not available and the supervisor determines that a trip cannot be reasonably rescheduled, the employee shall be required to transport the youth.

In any case where an employee is concerned for the safety of his/her person and/or property, the employee will be provided a back-up in the person of another youth counselor and/or supervisor as determined by the supervisor.

#### **32.15 Hostage Leave**

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

#### **32.16 Right-to-Know About Toxic Chemicals**

All employees shall have access to any and all information, including material safety data sheets, concerning any and all toxic substances in the work place, in accordance with any current or future OSHA standards or regulations or other State or Federal statutory or regulatory requirements.

#### **32.17 Institutional Office Visibility**

All institutional offices which, by policy of the institution, are normally used for consultations or treatment, which do not require absolute privacy, will be equipped with a means for visual contact into the office from outside.

#### **32.18 Adult Parole Authority**

Weapons, holsters, and speed loaders will be issued, during the life of the contract, by the Adult Parole Authority to those Parole Officers and Parole Services Coordinators who are certified in accordance with APA Procedure Bulletin 450 and who wish to carry them. The employee will be responsible for the routine cleaning of the weapon in accordance with prescribed standards, and the weapon will be subject to periodic inspection. Employees may select to carry their own personal weapons provided that they meet the specifications outlined in the procedure bulletins of the Audit Parole Authority.

### **ARTICLE 33 - SERVICE DELIVERY**

The Employer and the Union recognize the continuing joint responsibility of the parties to ensure that client, patient and inmate services are fully and effectively delivered, that clients', patients' and inmates' safety and health are protected, and the highest standards of professional care are maintained.

### **ARTICLE 34 - CAREER**

The Employer and the Union recognize the problems created by the lack of career advancement opportunities and promotions through the classification series, and jointly agree to work through the Professional Committees to enhance career advancement and promotional opportunities. The parties agree that the concept of career ladders is important in recruiting and retaining professional staff, and in the delivery of services to the citizens of the State.

### **ARTICLE 35 - WEATHER EMERGENCIES**

The Employer retains the right to declare a weather emergency and to designate as essential those employees who are required to report to work during weather emergencies. The Employer agrees to furnish the Union with a list of essential employees and to notify all employees designated essential. When a weather emergency is declared, non-essential employees will not have to report to work and shall be paid at their regular rate. Essential employees shall report, and shall be paid for all hours worked. In addition, an essential employee shall receive one (1) hour's pay or one (1) hour's compensatory time for each hour worked.

When a weather emergency has been declared pursuant to this article, the Employer may compensate essential employees who make every reasonable effort to come to work and are unable to do so. Compensation shall be at the regular rate of pay. Legitimate and adequate proof may be required by the Employer.

## **ARTICLE 36 - PERSONNEL FILES**

### **36.01 Access**

Each employee shall, upon written request to his/her appointing authority or designee, have the right to inspect the contents of his/her personnel file, at his/her work site or an alternate designated work site, during normal business hours, Monday through Friday (except holidays). This excludes material which may not be disclosed in accordance with Chapter 1347 of the Ohio Revised Code. However, the agency will give notice to the employee who is the subject of any information it receives which is not directly disclosable to employees under Chapter 1347.

Access to the employee's personnel file shall also be granted to the employee's designated representative upon written authorization by the employee. Any person inspecting an employee's file shall sign indicating he/she has reviewed the file.

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 express written authorization unless pursuant to court order, subpoena, or written request made pursuant to the Ohio Public Records Act.

### **36.02 Review of Documents**

An employee who wishes to dispute the accuracy, relevance, timeliness, or completeness of materials contained in his/her personnel file shall have the right to submit a memorandum to the appointing authority or designee explaining the alleged inaccuracy. If the appointing authority or designee concurs with the employee's contentions, the appointing authority or designee may remove the document or attach the employee's memorandum to the document in the file and note thereon his/her concurrence with the contents of the memorandum. If the appointing authority or designee does not concur, he/she will attach the employee's memorandum to the document with a signed statement indicating that he/she does not concur.

### **36.03 Removal of Documents**

Records of disciplinary actions and all documents related thereto shall be removed from the personnel file two (2) years after the effective date of the discipline providing there are no intervening disciplinary actions during the two (2) year period for same or similar offenses, except that written reprimands and all documents related thereto shall be removed after nine (9) months if there are no intervening disciplinary actions during the nine (9) month period for same or similar offenses. The retention period for records pertaining to suspensions for periods in excess of five (5) days may be extended by a period equal to employee leaves of fourteen (14) consecutive days or longer, except for approved periods of vacation leave.

In any case in which a written reprimand, suspension, or dismissal is disaffirmed or otherwise rendered invalid, all documents relating thereto will be removed from all agency personnel files.

### **36.04 Department of Administrative Services**

The Department of Administrative Services shall retain only such records as is necessary for auditing purposes in order to support payroll and personnel actions.

## **ARTICLE 37 - UNIFORMS**

Those employees required by the agency to wear uniforms shall be provided initially with five (5) full uniforms. Up to three (3) uniforms a year shall be replaced when worn out or ruined. Employees shall return uniforms to the agency upon separation.

Those employees required by the agency to wear special shoes shall be provided initially with two (2) pairs of shoes. One (1) pair of shoes per year shall be replaced when worn out or ruined.

## **ARTICLE 38 - WORKING OUT OF CLASS**

A. New employees shall be provided a copy of their position description. When position descriptions are changed, employees shall be furnished a copy and shall be allowed to comment and propose changes.

B. If an employee believes that he/she has been assigned duties substantially beyond the scope of his/her current classification, and the assigned duties have been performed for more than four (4) working days, then the employee may file a grievance with the agency designee. The grievance must state specifically the different duties performed, the higher classification that contains those duties and how those duties differ substantially from the ones normally assigned to the employee.

The agency designee will review the grievance filed, conduct an investigation if necessary, and issue a written decision, within fifteen (15) calendar days. If the agency designee determines that the grievant is performing duties not contained in his/her classification, the agency designee will direct the appropriate management representative to immediately insure that the grievant stops performing those particular duties. No meeting shall be held.



If the agency designee determines that the duties outlined in the grievance are being performed by the grievant, the agency designee will issue an award of monetary relief. If the duties are determined to be those contained in a classification with a lower pay range than that of the employee's current classification, then 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 monetary award will be approximately four percent (4%). 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. In no event shall the monetary award be retroactive prior to the date giving rise to the original grievance.

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.

C. If the employee or the Union is not satisfied with the decision of the agency director, they may appeal the decision to the Office of Collective Bargaining. This appeal must be filed within ten (10) calendar days of the employee's receipt of the agency director's decision.

1. After receipt of such grievance, the Deputy Director of the Office of Collective Bargaining shall investigate and issue a decision within thirty (30) calendar days.
2. If it is determined that the grievant is performing duties not contained within his/her classification, the Deputy Director of the Office of Collective Bargaining shall direct the agency to immediately discontinue such assigned duties. The determination of a monetary award shall be in accordance with Section B above.

D. If the Union is not satisfied with the decision of the Office of Collective Bargaining, the grievance may be appealed to arbitration, in writing, within fifteen (15) days of the Office of Collective Bargaining answer or date it was due.

1. The parties shall schedule a hearing officer to determine if an employee was performing the duties contained in a classification other than the employee's current classification and for what period of time.
2. Present at the hearing shall be a union representative and a management representative who will present their arguments to the hearing officer. The hearing officer 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.
3. 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.
4. The parties mutually agree to reclassify the employee to a lower classification.

The expenses of the hearing officer shall be borne equally by the parties. The decision of the hearing officer shall be final and binding.

### **ARTICLE 39 - CLASSIFICATION CHANGES**

The Employer may create classifications, change the pay range of classifications, authorize advance step hiring if needed for recruitment problems or other legitimate reasons, and issue or change specifications for each classification as needed. If any pay range is changed, then the Office of Collective Bargaining will negotiate the change with the Union. The Office of Collective Bargaining shall notify the Union at least thirty (30) days in advance of such action. The Union shall respond by the end of that thirty (30) days.

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 five (5) designated classifications in the first year of the contract for duties, responsibilities, education and/or experience, certification and/or licensure, working condition factors. In the second year of the contract the Union may request up to four (4) reviews, and in the third year of the contract the Union may request up to three (3) reviews. 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 twenty (120) days of the initial

request. The timelines in classifications exceeding three hundred (300) 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 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 an arbitrator. 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 Four (4) of Article 7 within thirty (30) days of receipt of written notice of the Department of Administrative Services determination. An Arbitrator shall have no authority to award backpay for any period of time prior to the beginning of the fiscal year that begins after the grievance award.

## **ARTICLE 40 - QUALITY SERVICES THROUGH PARTNERSHIP**

### **40.01 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 1199 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.

### **40.02 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 or team. The following represent general examples of items or issues which may or may not be worked on by QStP teams:

**OFF LIMIT ACTIVITIES**

salaries  
 grievances  
 union contract interpretations  
 benefits  
 working conditions  
 working hours  
 classification  
 discipline

**ACCEPTABLE ACTIVITIES**

agency quality service or  
 agency product  
 work environment safety  
 reductions in paperwork  
 savings in time, effort or  
 the handling of materials  
 improvement in process,  
 methods or systems  
 improvement in facilities,  
 tools or equipment  
 elimination of waste of  
 materials and supplies  
 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.

**40.03 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 41.01, 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.

**40.04 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.

**40.05 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 41 - SUB-CONTRACTING****41.01 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, or programmatic benefits or other related factors.

Changes in State policy or methodology for delivering services may result in the discontinuation of services or programs directly operated by the State.

Every reasonable effort will be made to avoid the layoff of an employee as a consequence of the exercise by the State of its right to contract out.

#### **41.02 Facility Closings/Service Elimination**

Should it become necessary to close a facility or eliminate a service, the following guidelines will be utilized:

- A. Where individual facilities are closed or services eliminated, the provisions of Article 29 Layoff and Recall would apply;
- B. Departments will seek to absorb all affected employees or help laid off workers obtain employment in other areas of the public sector;
- C. A concerted effort will be made to relocate laid off employees within the framework of any new delivery system. Management 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 agencies will aggressively search for any available program assistance for the purpose of job training and/or placement. The joint efforts of the Union and Management will closely examine all possible avenues for human resource assistance both in the public and private sectors.

#### **41.03 Supervisors/Managerial Employees**

The State will make every effort to reach the goal of supervisors doing supervisory work and non-supervisory work done by bargaining unit employees. The Employer and the Union will discuss any concerns about the ratio of supervisors to bargaining unit members.

#### **41.04 Volunteers**

Every effort will be made to avoid the elimination of a position or displacement of an employee due to the use of volunteers.

#### **41.05 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 (RFPS) 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.

### **ARTICLE 42 - GENERAL PROVISIONS**

#### **42.01 Orientation and Training**

The Employer will continue to provide initial orientation/training programs. Except for emergencies, employees will complete their initial orientation/training program. Changes and improvements in initial orientation/training programs will be discussed in appropriate professional committees.

During initial orientation, a union representative shall be allowed reasonable time to orient new bargaining unit employees to the Union.

#### **42.02 Polygraph Tests**

No employee shall be required by the Employer to take a polygraph test.

#### **42.03 Compensation for Damaged Personal Property**

If the clothing or other personal property normally worn by a member of the bargaining unit is damaged or destroyed as the result of actions arising out of the member's performance of work, the Employer will make reasonable compensation to the member for the property, or repair the property, or clean the property.

The Employer will make reasonable efforts to compensate the employee within thirty (30) days of the filing of the claim.

#### **42.04 Nursing Duties**

In order to provide the necessary time to perform properly the duties of their job classification, registered nurses will not routinely be asked to assume responsibilities outside their classification. Housekeeping duties, clerical duties, and other duties which can be and normally are performed by para-professional employees shall not be required of the registered nurse, other than in irregular or unusual circumstances.

## ARTICLE 43 - WAGES

### 43.01 Definitions of Rates of Pay

Class 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 adjustments.

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.

### 43.02 Schedule of Wage Increases

A. Effective with the pay period which includes July 1, 2000 all pay range shall be increased by three percent (3%).

Pay Range	Rate Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	PA 01	PA 02	PA 03
06	Hourly	12.02	12.43	12.81	13.17	13.60			14.80	15.40	16.00
	Bi-Weekly	961.60	994.40	1,024.80	1,053.60	1,088.00			1,184.00	1,232.00	1,280.00
	Annual	25,001.60	25,854.40	26,644.80	27,393.60	28,288.00			30,784.00	32,032.00	33,280.00
07	Hourly	12.65	12.98	13.36	13.80	14.24	14.81		16.08	16.71	17.34
	Bi-Weekly	1,012.00	1,038.40	1,068.80	1,104.00	1,139.20	1,184.80		1,286.40	1,336.80	1,387.20
	Annual	26,312.00	26,998.40	27,788.80	28,704.00	29,619.20	30,804.80		33,446.40	34,756.80	36,067.20
08	Hourly	13.36	13.80	14.24	14.81	15.37	16.01		17.35	18.01	18.68
	Bi-Weekly	1,068.80	1,104.00	1,139.20	1,184.80	1,229.60	1,280.80		1,388.00	1,440.80	1,494.40
	Annual	27,788.80	28,704.00	29,619.20	30,804.80	31,969.60	33,300.80		36,088.00	37,460.80	38,854.40
09	Hourly	14.24	14.81	15.37	16.01	16.77	17.54		18.96	19.68	20.39
	Bi-Weekly	1,139.20	1,184.80	1,229.60	1,280.80	1,341.60	1,403.20		1,516.80	1,574.40	1,631.20
	Annual	29,619.20	30,804.80	31,969.60	33,300.80	34,881.60	36,483.20		39,436.80	40,934.40	42,411.20
10	Hourly	15.37	16.01	16.77	17.54	18.30	19.23		20.77	21.54	22.30
	Bi-Weekly	1,229.60	1,280.80	1,341.60	1,403.20	1,464.00	1,538.40		1,661.60	1,723.20	1,784.00
	Annual	31,969.60	33,300.80	34,881.60	36,483.20	38,064.00	39,998.40		43,201.60	44,803.20	46,384.00

A. Effective with the pay period which includes July 1, 2000 all pay range shall be increased by three percent (3%).

Pay Range	Rate Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	PA 01	PA 02	PA 03
11	Hourly	16.77	17.54	18.30	19.23	20.16	21.14		22.82	23.66	24.49
	Bi-Weekly	1,341.60	1,403.20	1,464.00	1,538.40	1,612.80	1,691.20		1,825.60	1,892.80	1,959.20
	Annual	34,881.60	36,483.20	38,064.00	39,998.40	41,932.80	43,971.20		47,465.60	49,212.80	50,939.20
12	Hourly	18.30	19.23	20.16	21.14	22.18	23.25	24.39	26.22	27.14	28.05
	Bi-Weekly	1,464.00	1,538.40	1,612.80	1,691.20	1,774.40	1,860.00	1,951.20	2,097.60	2,171.20	2,244.00
	Annual	38,064.00	39,998.40	41,932.80	43,971.20	46,134.40	48,360.00	50,731.20	54,537.60	56,451.20	58,344.00
13	Hourly	20.16	21.14	22.18	23.25	24.39	25.60	26.85	28.87	29.87	30.88
	Bi-Weekly	1,612.80	1,691.20	1,774.40	1,860.00	1,951.20	2,048.00	2,148.00	2,309.60	2,389.60	2,470.40
	Annual	41,932.80	43,971.20	46,134.40	48,360.00	50,731.20	53,248.00	55,848.00	60,049.60	62,129.60	64,230.40
14	Hourly	22.18	23.25	24.39	25.60	26.85	28.19	29.60	31.82	32.93	34.04
	Bi-Weekly	1,774.40	1,860.00	1,951.20	2,048.00	2,148.00	2,255.20	2,368.00	2,545.60	2,634.40	2,723.20
	Annual	46,134.40	48,360.00	50,731.20	53,248.00	55,848.00	58,635.20	61,568.00	66,185.60	68,494.40	70,803.20
15	Hourly	24.39	25.60	26.85	28.19	29.60	31.03	32.57	35.01	36.23	37.45
	Bi-Weekly	1,951.20	2,048.00	2,148.00	2,255.20	2,368.00	2,482.40	2,605.60	2,800.80	2,898.40	2,996.00
	Annual	50,731.20	53,248.00	55,848.00	58,635.20	61,568.00	64,542.40	67,745.60	72,820.80	75,358.40	77,896.00
16	Hourly	26.85	28.19	29.60	31.03	32.57	34.21	35.91	38.60	39.94	41.28
	Bi-Weekly	2,148.00	2,255.20	2,368.00	2,482.40	2,605.60	2,736.80	2,872.80	3,088.00	3,195.20	3,302.40
	Annual	55,848.00	58,635.20	61,568.00	64,542.40	67,745.60	71,156.80	74,692.80	80,288.00	83,075.20	85,862.40

A. Effective with the pay period which includes July 1, 2000 all pay range shall be increased by three percent (3%).

Pay Range	Rate Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	PA 01	PA 02	PA 03
AP	Hourly	14.24	15.37	16.01	16.77	17.54	18.30	19.23			
	Bi-Weekly	1,139.20	1,229.60	1,280.80	1,341.60	1,403.20	1,464.00	1,538.40			
	Annual	29,619.20	31,969.60	33,300.80	34,881.60	36,483.20	38,064.00	39,998.40			

B. Effective with the pay period which includes July 1, 2001 all pay range shall be increased by three and one-half percent (3½%).

Pay Range	Rate Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	PA 01	PA 02	PA 03
06	Hourly	12.44	12.87	13.26	13.63	14.08				15.32	15.95	16.57
	Bi-Weekly	995.20	1,029.60	1,060.80	1,090.40	1,126.40				1,225.60	1,276.00	1,325.60
	Annual	25,875.20	26,769.60	27,580.80	28,350.40	29,286.40				31,865.60	33,176.00	34,465.60
07	Hourly	13.09	13.43	13.83	14.28	14.74	15.33			16.64	17.29	17.95
	Bi-Weekly	1,047.20	1,074.40	1,106.40	1,142.40	1,179.20	1,226.40			1,331.20	1,383.20	1,436.00
	Annual	27,227.20	27,934.40	28,766.40	29,702.40	30,659.20	31,886.40			34,611.20	35,963.20	37,336.00
08	Hourly	13.83	14.28	14.74	15.33	15.91	16.57			17.95	18.64	19.34
	Bi-Weekly	1,106.40	1,142.40	1,179.20	1,226.40	1,272.80	1,325.60			1,436.00	1,491.20	1,547.20
	Annual	28,766.40	29,702.40	30,659.20	31,886.40	33,092.80	34,465.60			37,336.00	38,771.20	40,227.20

B. Effective with the pay period which includes July 1, 2001 all pay range shall be increased by three and one-half percent (3½%).

Pay Range	Rate Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	PA 01	PA 02	PA 03
09	Hourly	14.74	15.33	15.91	16.57	17.36	18.15			19.62	20.36	21.10
	Bi-Weekly	1,179.20	1,226.40	1,272.80	1,325.60	1,388.80	1,452.00			1,569.60	1,628.80	1,688.00
	Annual	30,659.20	31,886.40	33,092.80	34,465.60	36,108.80	37,752.00			40,809.60	42,348.80	43,888.00
10	Hourly	15.91	16.57	17.36	18.15	18.94	19.90			21.49	22.29	23.08
	Bi-Weekly	1,272.80	1,325.60	1,388.80	1,452.00	1,515.20	1,592.00			1,719.20	1,783.20	1,846.40
	Annual	33,092.80	34,465.60	36,108.80	37,752.00	39,395.20	41,392.00			44,699.20	46,363.20	48,006.40
11	Hourly	17.36	18.15	18.94	19.90	20.87	21.88			23.62	24.48	25.35
	Bi-Weekly	1,388.80	1,452.00	1,515.20	1,592.00	1,669.60	1,750.40			1,889.60	1,958.40	2,028.00
	Annual	36,108.80	37,752.00	39,395.20	41,392.00	43,409.60	45,510.40			49,129.60	50,918.40	52,728.00
12	Hourly	18.94	19.90	20.87	21.88	22.96	24.06	25.24	26.50	28.39	29.34	30.29
	Bi-Weekly	1,515.20	1,592.00	1,669.60	1,750.40	1,836.80	1,924.80	2,019.20	2,120.00	2,271.20	2,347.20	2,423.20
	Annual	39,395.20	41,392.00	43,409.60	45,510.40	47,756.80	50,044.80	52,499.20	55,120.00	59,051.20	61,027.20	63,003.20
13	Hourly	20.87	21.88	22.96	24.06	25.24	26.50	27.79	29.18	31.27	32.31	33.35
	Bi-Weekly	1,669.60	1,750.40	1,836.80	1,924.80	2,019.20	2,120.00	2,223.20	2,334.40	2,501.60	2,584.80	2,668.00
	Annual	43,409.60	45,510.40	47,756.80	50,044.80	52,499.20	55,120.00	57,803.20	60,694.40	65,041.60	67,204.80	69,368.00
14	Hourly	22.96	24.06	25.24	26.50	27.79	29.18	30.64	32.17	34.47	35.61	36.76
	Bi-Weekly	1,836.80	1,924.80	2,019.20	2,120.00	2,223.20	2,334.40	2,451.20	2,573.60	2,757.60	2,848.80	2,940.80
	Annual	47,756.80	50,044.80	52,499.20	55,120.00	57,803.20	60,694.40	63,731.20	66,913.60	71,697.60	74,068.80	76,460.80
15	Hourly	25.24	26.50	27.79	29.18	30.64	32.12	33.71	35.40	37.92	39.19	40.45
	Bi-Weekly	2,019.20	2,120.00	2,223.20	2,334.40	2,451.20	2,569.60	2,696.80	2,832.00	3,033.60	3,135.20	3,236.00
	Annual	52,499.20	55,120.00	57,803.20	60,694.40	63,731.20	66,809.60	70,116.80	73,632.00	78,873.60	81,515.20	84,136.00
16	Hourly	27.79	29.18	30.64	32.12	33.71	35.41	37.17	39.03	41.81	43.20	44.59
	Bi-Weekly	2,223.20	2,334.40	2,451.20	2,569.60	2,696.80	2,832.80	2,973.60	3,122.40	3,344.80	3,456.00	3,567.20
	Annual	57,803.20	60,694.40	63,731.20	66,809.60	70,116.80	73,652.80	77,313.60	81,182.40	86,964.80	89,856.00	92,747.20
Ap	Hourly	14.74	15.91	16.57	17.36	18.15	18.94	19.90				
	Bi-Weekly	1,179.20	1,272.80	1,325.60	1,388.80	1,452.00	1,515.20	1,592.00				
	Annual	30,659.20	33,092.80	34,465.60	36,108.80	37,752.00	39,395.20	41,392.00				

C. Effective with the pay period which includes July 1, 2002 all pay range shall be increased by four percent (4%).

Pay Range	Rate Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	PA 01	PA 02	PA 03
06	Hourly	12.94	13.38	13.79	14.18	14.64				15.93	16.58	17.23
	Bi-Weekly	1,035.20	1,070.40	1,103.20	1,134.40	1,171.20				1,274.40	1,326.40	1,378.40

C. Effective with the pay period which includes July 1, 2002 all pay range shall be increased by four percent (4%).

Pay Range	Rate Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	PA 01	PA 02	PA 03
06	Annual	26,915.20	27,830.40	28,683.20	29,494.40	30,451.20				33,134.40	34,486.40	35,838.40
	Hourly	13.61	13.97	14.38	14.85	15.33	15.94			17.30	17.98	18.66
07	Bi-Weekly	1,088.80	1,117.60	1,150.40	1,188.00	1,226.40	1,275.20			1,384.00	1,438.40	1,492.80
	Annual	28,308.80	29,057.60	29,910.40	30,888.00	31,886.40	33,155.20			35,984.00	37,398.40	38,812.80
08	Hourly	14.38	14.85	15.33	15.94	16.55	17.23			18.67	19.39	20.11
	Bi-Weekly	1,150.40	1,188.00	1,226.40	1,275.20	1,324.00	1,378.40			1,493.60	1,551.20	1,608.80
09	Annual	29,910.40	30,888.00	31,886.40	33,155.20	34,424.00	35,838.40			38,833.60	40,331.20	41,828.80
	Hourly	15.33	15.94	16.55	17.23	18.05	18.88			20.41	21.18	21.95
10	Bi-Weekly	1,226.40	1,275.20	1,324.00	1,378.40	1,444.00	1,510.40			1,632.80	1,694.40	1,756.00
	Annual	31,886.40	33,155.20	34,424.00	35,838.40	37,544.00	39,270.40			42,452.80	44,054.40	45,656.00
11	Hourly	16.55	17.23	18.05	18.88	19.70	20.70			22.36	23.18	24.01
	Bi-Weekly	1,324.00	1,378.40	1,444.00	1,510.40	1,576.00	1,656.00			1,788.80	1,854.40	1,920.80
12	Annual	34,424.00	35,838.40	37,544.00	39,270.40	40,976.00	43,056.00			46,508.80	48,214.40	49,940.80
	Hourly	18.05	18.88	19.70	20.70	21.70	22.76			24.57	25.47	26.37
13	Bi-Weekly	1,444.00	1,510.40	1,576.00	1,656.00	1,736.00	1,820.80			1,965.60	2,037.60	2,109.60
	Annual	37,544.00	39,270.40	40,976.00	43,056.00	45,136.00	47,340.80			51,105.60	52,977.60	54,849.60

C. Effective with the pay period which includes July 1, 2002 all pay range shall be increased by four percent (4%).

Pay Range	Rate Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	PA 01	PA 02	PA 03
12	Hourly	19.70	20.70	21.70	22.76	23.88	25.02	26.25	27.56	29.53	30.52	31.50
	Bi-Weekly	1,576.00	1,656.00	1,736.00	1,820.80	1,910.40	2,001.60	2,100.00	2,204.80	2,362.40	2,441.60	2,520.00
13	Annual	40,976.00	43,056.00	45,136.00	47,340.80	49,670.40	52,041.60	54,600.00	57,324.80	61,422.40	63,481.60	65,520.00
	Hourly	21.70	22.76	23.88	25.02	26.25	27.56	28.90	30.35	32.52	33.61	34.69
14	Bi-Weekly	1,736.00	1,820.80	1,910.40	2,001.60	2,100.00	2,204.80	2,312.00	2,428.00	2,601.60	2,688.80	2,775.20
	Annual	45,136.00	47,340.80	49,670.40	52,041.60	54,600.00	57,324.80	60,112.00	63,128.00	67,641.60	69,908.80	72,155.20
15	Hourly	23.88	25.02	26.25	27.56	28.90	30.35	31.87	33.46	35.85	37.04	38.24
	Bi-Weekly	1,910.40	2,001.60	2,100.00	2,204.80	2,312.00	2,428.00	2,549.60	2,676.80	2,868.00	2,963.20	3,059.20
16	Annual	49,670.40	52,041.60	54,600.00	57,324.80	60,112.00	63,128.00	66,289.60	69,596.80	74,568.00	77,043.20	79,539.20
	Hourly	26.25	27.56	28.90	30.35	31.87	33.40	35.06	36.82	39.45	40.76	42.07
AP	Bi-Weekly	2,100.00	2,204.80	2,312.00	2,428.00	2,549.60	2,672.00	2,804.80	2,945.60	3,156.00	3,260.80	3,365.60
	Annual	54,600.00	57,324.80	60,112.00	63,128.00	66,289.60	69,472.00	72,924.80	76,585.60	82,056.00	84,780.80	87,505.60
17	Hourly	28.90	30.35	31.87	33.40	35.06	36.83	38.66	40.59	43.48	44.93	46.37
	Bi-Weekly	2,312.00	2,428.00	2,549.60	2,672.00	2,804.80	2,946.40	3,092.80	3,247.20	3,478.40	3,594.40	3,709.60
18	Annual	60,112.00	63,128.00	66,289.60	69,472.00	72,924.80	76,606.40	80,412.80	84,427.20	90,438.40	93,454.40	96,449.60
	Hourly	15.33	16.55	17.23	18.05	18.88	19.70	20.70				
19	Bi-Weekly	1,226.40	1,324.00	1,378.40	1,444.00	1,510.40	1,576.00	1,656.00				
	Annual	31,886.40	34,424.00	35,838.40	37,544.00	39,270.40	40,976.00	43,056.00				

**43.03 Initial Hires**

Step increases shall be effective after six (6) months from the date of hire, and shall occur annually thereafter if the employee receives an overall "satisfactory" rating on his/her six (6) month and annual performance evaluations 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. If the employee's performance evaluation is not completed on time, the employee shall not be denied a step increase.

#### **43.04 Promotions**

Employees who are promoted within the unit shall be placed at a step to guarantee them approximately four percent (4%).

#### **43.05 Stand-by Pay**

If the agency requires an employee to be on stand-by, the employee shall be paid twenty-five percent (25%) of his/her regular rate of pay for all hours required to be on stand-by. Stand-by status is defined as the requirement that the employee leave with the agency where he/she can be reached and stay available to report to work.

#### **43.06 Call Back Pay**

When an employee is called into work on other than his/her regularly scheduled day and shift, the employee will be paid a minimum of four (4) hours at his/her regular rate of pay, either at straight time or overtime in accordance with Article 24 Hours of Work and Overtime, if applicable providing such time does not abut the employee's regular shift.

#### **43.07 Shift Differential**

An employee who works a shift where the majority of the hours are after 3:00 p.m. or before 7:00 a.m. will be paid a shift differential of fifty cents (\$.50) an hour for all hours worked after 5:00 p.m.

Shift differential shall be paid on holidays and for overtime hours as follows:

1. Employees working on a holiday shall be entitled to a shift differential of fifty cents (\$.50) per hour for all hours worked after 5:00 p.m. when they work a shift where the majority of the hours are after 3:00 p.m. or before 7:00 a.m.
2. When an employee who regularly works a shift where shift differential is not paid, i.e., first shift, works a minimum of four (4) hours overtime between 3:00 p.m. and 7:00 a.m., that employee is entitled to shift differential for all overtime hours worked after 5:00 p.m.

Also, employees already receiving shift differential because of the shift they are assigned to, shall receive shift differential for overtime hours worked before 7:00 a.m. This provision will not supersede present practice where shift differential is paid on other hours.

#### **43.08 Bilingual Pay Differential**

Position(s) required by the agency to be bilingual shall be eligible for bilingual pay differential. The position shall require the ability to speak and/or write a language in addition to English, and this shall be reflected on the position description approved by the Department of Administrative Services. Those positions which require certification in the use of Braille or proficient use of hand-sign language shall qualify for payment of the bilingual supplement. The bilingual pay supplement shall equal five percent (5%) of the class base.

#### **43.09 Risk Supplement**

A special supplement equal to five percent (5%) of the class base shall be awarded to those parole and probation officers, including those assigned to the Parole Board (within the DRC prisons), who are authorized to carry a firearm and who encounter added risk by being required to do one or more of the following:

- A. Arrest or transportation of parolees, probationers, or furlougees;
- B. Enter a designated risk zone for the purpose of supervision or conducting of investigations.

A special institutional supplement of three percent (3%) shall be implemented, effective July 1, 1997, for those employees in non-correction specific classifications of the Department of Rehabilitation and Correction who work in institutions and whose classification title does not include the term "correctional" or "corrections".

#### **43.10 Professional Achievement Incentive Levels (PAIL)**

##### **A. Amount**

Any employee who is receiving a financial payment pursuant to the Professional Achievement Incentive Level (PAIL) as of June 30, 1998, shall continue to receive the PAIL payment pursuant to existing practice. Any employee who receives a PAIL payment shall not be eligible to receive longevity pay as provided in Section 43.11.

##### **B. Eligibility**

An employee not receiving PAIL as of June 30, 1998, is not eligible to receive PAIL, but may receive longevity pay supplement pursuant to Section 43.11.

#### **43.11 Longevity Pay Supplement**

An employee not receiving PAIL as of June 30, 1998, shall receive a longevity pay supplement pursuant to the terms of Chapter 124 of the Ohio Revised Code. Those employees hired or transferred into bargaining units covered by this Agreement on or after July 1, 1994, who were previously barred from receiving the longevity pay supplement, shall be eligible to receive the longevity pay supplement pursuant to the terms of Chapter 124 of the



Ohio Revised Code, effective June 30, 1998. Employees previously barred from receiving the longevity pay supplement shall not receive retroactive payments for the period from transfer or hire into bargaining units covered by this Agreement through June 30, 1998.

**43.12 Ohio Professional Excellence Recognition Award (OPERA)**

Effective with the ratification of this agreement, excellence in the performance of duty by members of the bargaining units will be recognized by the employer. Upon completion of the twenty-fifth (25th) year of state service, employees shall receive a one time credit of an additional forty (40) hours of vacation leave.

**43.13 Child Care Expense 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, 1996, the employee's adjusted gross family income for the calendar year for which they seek child care expenses reimbursement shall not exceed \$30,000.  
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 \$1,000.00.

**D. Proration**

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

**For calendar year 1997 and thereafter:**

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

**E. 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:

1. It is in accordance with Sections 129 and 125 of the Internal Revenue Service Code as amended and other applicable law;

2. 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;
3. All permanent full-time and permanent part-time employees are eligible to participate;
4. The program has an annual open-enrollment period.

#### **43.14 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.

#### **43.15 Pay Shortages**

In the event an employee, through no fault of his/her own, fails to receive his/her full pay that is due him/her on a regularly scheduled payday, the employee shall be entitled to receive a special check for the amount mistakenly withheld from the employee's paycheck, under the following circumstances:

- A. The error equals no less than eight (8) hours' straight-time pay, excluding overtime earnings; and
- B. The employee reports the error to his/her agency's payroll office, no later than 10 a.m. on the payday the error occurs.

Under those circumstances, a special check in the amount of the error shall be issued by the Payroll Section of the Personnel Division of the Department of Administrative Services, prior to the close of business on that payday. The special check, at the employee's option, may be picked up by the employee at the Payroll Section office in Columbus, or it may be sent by U.S. Mail to the employee at his/her work place.

#### **43.16 Performance Evaluation**

##### **A. 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".

Merit based incentive programs may include programs to award employees for certifications and licenses that are not required by the employee's position description or classification specification that results in a measurable economic/operational benefit to the Employer.

##### **B. 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.

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. Employee are not entitled to union representation during performance reviews.

##### **C. 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.

**ARTICLE 44 - PHYSICIANS' PAY SCHEDULES**

**44.01 Salary Level**

Salary levels are based on a forty (40) hour work week and a 2080 hour work year. Part-time physicians shall have their salary levels prorated.

Movement to the next salary level is available after two (2) years service after initial hire or two (2) years after the last movement upon demonstration of satisfactory performance measured by the performance evaluation. When an agency judges a physician's work to be outstanding, the agency may offer movement to the next salary level after one (1) year service. Within one hundred-twenty (120) days of the effective date of this Agreement, each Agency shall meet with the Union to discuss the performance appraisal/evaluation system.

An additional step is available for P1, P2, and P3 above the existing level based on the following criteria:

1. The Performance Evaluation must be “exemplary” service;
2. Must be approved by the Director of the Agency; and
3. Approval or disapproval is non-grievable.

The step will be four percent (4%) greater than the existing last step.

All Limited License psychiatrists shall be hired at Level one (1). Initial hires with Board eligibility shall start at Level two (2). Initial hires with Board certification will start at Level three (3). Initial hires with relevant Board certification or added qualifications in a psychiatric sub-specialty will start at Level four (4).

Any limited License physician or psychiatrist who obtains a full license during the course of the agreement shall be granted a salary level change to the appropriate level on the pay period following presentation of proof that they now meet the qualifications for the level advancement.

Physicians shall not be eligible for any supplements included in any other Article of this Agreement.

However, physicians assigned to a patient or a client who speaks another language shall for the length of the assignment receive the bi-lingual pay differential provided in Section 43.08. Such differential shall be paid only when the Employer assigns a physician to a patient or client and treatment needs as determined by the medical director require a physician who can converse in the patient's or client's native language or by hand sign-language.

**44.02 Physicians' Pay Tables**

The following physicians' pay schedules shall be established upon the ratification of this Agreement:

- P1 - Psychiatrists;
- P2 - Physician Specialists;
- P3 - Physicians and Psychiatric Physicians.

Psychiatrists shall be paid in accordance with the following P1 schedule:

<b>P1 - Psychiatrists</b>				
Annual Salary				
	As of	As of	As of	
Levels	07/01/2000	07/01/2001	07/01/2002	
1	105,768	109,470	113,859	
2	111,030	114,920	119,517	
3	116,563	120,640	125,466	
4	122,408	126,693	131,768	
5	128,544	133,037	138,362	

1. Any board certified or board eligible psychiatrist affiliated with a medical school and designated by the school and the Ohio Department of Mental Health to supervise residents shall receive a three percent (3%) supplement for the time period engaged in such supervision.
2. Geography Recruitment supplement - any psychiatrist and, in the Department of Mental Health, any physician in the P2 or P3 salary table, that is willing to work in designated locations as defined by the Employer yearly, shall receive a supplement ranging up to ten (10%) percent.

3. Department of Rehabilitation and Correction Prison supplement - any psychiatrist working in a DR&C prison may receive a supplement of ten (\$10.00) dollars per hour worked. This supplement will be subject to re-evaluation each year. This supplement does not apply to any psychiatrist who is presently employed in another state agency.
4. Benefit Trade-off supplement - any psychiatrist that declines the health insurance benefit, may choose to take the equivalent of what the Employer's contribution would be, in the form of wages. That amount will vary from year to year, but will be paid in a lump sum supplement each month. That amount would be set and fixed yearly by the Department of Administrative Services in conjunction with the Benefits Trust.

**Vacation**

A psychiatrist upon employment may be advanced two (2) weeks of vacation in the banks of leave for their immediate use. If they should leave state service for any reason prior to the amount of time for them to have accrued the two (2) weeks leave that they have been advanced, they shall reimburse the Department for any vacation that they have not accrued in their last check.

Physician Specialists shall be paid in accordance with the following P2 schedule:

<b>P2 - Physician Specialists</b>				
Annual Salary				
Levels	As of 07/01/2000	As of 07/01/2001	As of 07/01/2002	
1	80,163	82,971	86,299	
2	84,157	87,090	90,584	
3	88,358	91,437	95,098	
4	92,768	96,013	99,861	
5	97,406	100,818	104,853	
6	102,294	105,872	110,115	
7	107,411	111,176	115,627	
8	112,778	116,730	121,389	

Physicians/psychiatric physicians shall be paid in accordance with the following P3 schedule:

<b>P3 - Physicians/Psychiatric Physicians</b>				
Annual Salary				
Levels	As of 07/01/2000	As of 07/01/2001	As of 07/01/2002	
1	71,531	74,048	77,002	
2	75,109	77,750	80,850	
3	78,894	81,640	84,906	
4	82,846	85,738	89,170	
5	86,986	90,022	93,621	
6	91,333	94,536	98,301	
7	95,888	99,258	103,230	
8	100,693	104,208	108,389	

**44.03 On Duty**

Where the agency continues on duty coverage, the agency will offer on duty coverage to bargaining unit physicians. Physicians may volunteer for the on duty assignments and will be canvassed for their interest in the on duty work every four months. If a physician volunteers for such on duty work assignments, they must work for the entire four-month period. If they wish to no longer work the on duty assignment, or reduce the number of hours they want to work, the physician must notify the Employer forty-five (45) days prior to the end of the four-month period to enable the Employer to find a suitable replacement. The agency will specify duties to be performed, e.g., making rounds, handling emergencies, etc.

On duty pay will be at the rate of forty dollars (\$40) per hour effective July 1, 2000. Effective July 1, 2001, the rate will increase to forty-five dollars (\$45) per hour. It is agreed that there will be no further rate changes over the

term of this agreement unless mutually agreed to by the parties. In the two institutions where the current compensation exceeds this rate, on duty pay will be offered at the current rate for the term of this Agreement.

The on duty rate for non-psychiatric physicians, which are those physicians in the P2 and P3 pay scale, shall be thirty-five dollars (\$35) per hour effective July 1, 2000, and will go to forty dollars (\$40) per hour effective July 1, 2001. It is agreed that there will be no further rate change during the term of this agreement unless mutually agreed to by the parties.

All physicians may elect to accrue compensatory time in lieu of payment for hours worked on duty. The conversion rate of on duty hours worked for compensatory time shall be two hours of on duty time for every one hour of compensatory time (2:1). For every two hours of on duty time, the employee would receive one hour of compensatory time. The maximum accrual of compensatory time hours shall not exceed sixty (60) hours. Hours worked on duty above the sixty (60) hours must be paid in wages according to the rate in this section.

#### **44.04 On-Call**

Where on call coverage is utilized, the Departments of Mental Health and Mental Retardation/Developmental Disabilities shall pay bargaining unit physicians at the rate of fourteen dollars (\$14) per hour effective July 1, 2000.

In the Department of Rehabilitation and Correction, physicians may be utilized in working on call hours at the sole discretion of the Employer. Department of Rehabilitation and Correction physicians will also be paid at the rate of fourteen dollars (\$14) per hour, effective July 1, 2000.

All physicians may elect to take compensatory time in lieu of payment for hours worked on call. The rate of conversion of on call hours to compensatory time hours is four (4) hours of on call time for every hour of compensatory time (4:1). Employees must work four hours of on call time to get one hour of compensatory time.

#### **ARTICLE 45 - NO STRIKE/NO LOCKOUT**

There shall be no strikes during the term of this Agreement. The Union shall not authorize or sanction, and members of the Union shall not instigate, participate in or cause any such strike. The Employer agrees that there shall be no lockout.

Any employee in these units who participates in or promotes a strike as defined in Section 4117.01 (H) of the Ohio Revised Code and as determined by the State Employment Relations Board pursuant to Section 4117.23 of the Ohio Revised Code shall be subject to the penalties as outlined in Section 4117.23 of the Ohio Revised Code.

#### **ARTICLE 46 - SAVINGS CLAUSE**

Should any provision contained herein be declared invalid by operation of law or by any tribunal of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions hereof, and they shall remain in full force and effect. Provided further that in the event any provision(s) is declared invalid, both parties shall meet within thirty (30) days for the purpose of renegotiating an agreement on provisions so invalidated.

#### **ARTICLE 47 - TERMINATION OF AGREEMENT**

This Agreement shall be effective on June 1, 2000, and shall terminate at 11:59 p.m. on May 31, 2003.

#### **ARTICLE 48 - COPIES OF THE AGREEMENT**

The Employer shall reproduce one (1) copy of this Agreement for each employee in the bargaining units. Additional copies shall be reproduced for employees hired during the term of the Agreement.

Printing costs shall be shared equally by the Employer and the Union.









**ARTICLE 49 - DRUG TESTING**

The Employer may randomly test, for drugs and alcohol, employees working in the Departments of Rehabilitation and Correction and Youth Services who have direct contact with inmates, youths, or offenders from the Departments of Rehabilitation and Correction and Youth Services or others who are under the supervision or jurisdiction of these agencies. The Employer may randomly test employees working in classifications outlined in Appendix D that are considered to be safety sensitive positions.

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 president, two times each year.

The parties acknowledge that the Employer retains the right to establish a fair and reasonable drug policy. Such policy shall not be arbitrary or capricious and shall not conflict with the provisions of this contract. The policy is set forth in Appendix D.

**APPENDIX A - BARGAINING UNIT CLASSIFICATIONS**

Classification Number	Classification Title	Pay Range <b>Unit 11</b>
21562	Pharmacy Board Compliance Spec.	16
21611	Nurse Aide Program Reg Consultant	13
21661	Nursing Bd Monitoring Case Worker	13
30161	Public Health Nurse Consultant	13
30261	Infectious Disease Control Specialist	13
30330	Health Planning Coordinator	09
30331	Health Planning Specialist	12
30371	Psychiatric Nursing Service Coordinator	13
33172	Staff Psychologist 2	15
42420	Dietetic Technician	9
42423	Dietitian	11
42424	Dietetic Consultant	11
44231	Respiratory Therapist	9
44263	Lic. Physical Therapist	14
44271	Language Dev. Specialist	11
44311	Occupational Therapist	13
44511	Exercise Physiologist	12
65111	Dentist	16
65231	Disease Intervention Specialist	11
65321	Physician Assistant	10
65340	Physician Resident	12
65341	Physician	P3
65343	Physician Specialist	P2
65344	Psychiatric Assistant	P3
65351	Optometrist	12
65371	Psychiatrist	P1
65391	Podiatrist	14
65411	Pharmacist	15
65413	Pharmaceutical Consultant	16
65421	Pharmacologist	16
65441	Medical Review Nurse	12
65452	Infectious Disease Control Cons.	13
65510	Interim Nurse	9
65511	Employee Health Nurse	12
65512	Nurse 1	13
65513	Nurse 2	14
65521	Psychiatric/MR Nurse	13

65522	Psychiatric/MR Nurse Coordinator	14
65531	Nurse Education Consultant	12
65541	Public Health Nurse Spec.	12
65551	Peer Review Nurse	13
65561	Indust Rehab Nurse	12
65581	Medical Board Nurse Specialist	12
65591	Clinical Nurse Specialist	15
65641	Nursing Bd Alt Pgm Case Worker	13
65711	Public Health Nutritionist	12
65721	Public Health Vision Const	12
65723	Public Health Speech Path	12
65725	Public Health Audiologist	12
65727	Public Speech, Hrg & Vision Coord	13
65741	Facilities Standards Rep 1	10
65742	Facilities Standards Rep 2	12
65751	Oral Health Consultant	12
65752	Oral Health Specialist	13
65753	Dental Health Education Specialist	13
65771	Health Care Fac. Surveyor 1	11
65772	Health Care Fac. Surveyor 2	12
65773	Health Care Fac. Surveyor 3	13
65781	Health Care Fac. Comp. Cons. 4	12
65791	MH Standards Surveyor	12
83311	Psychology Asst. 1	11
83312	Psychology Asst. 2	13
83313	Psychologist 1	14
83314	Psychologist 2	15
86131	Clinical Health Care Surv. 1	11
86132	Clinical Health Care Surv. 2	12
86133	Clinical Health Care Surv. 3	13
86341	Dental Hygienist	11
<b>Unit 12</b>		
22161	Corps Member Development Coordinator	10
33320	Social Program Specialist	..9
33321	Social Program Coordinator	10
33322	Social Program Developer	11
33331	Community Development Analyst	32
64231	Rehab Manpower Rep	12
65211	Health Services Policy Analyst	13
65212	Health Services Policy Spec	14
65291	Medicaid Health Systems Analyst	11
65292	Medicaid Health Systems Specialist 1	12
65293	Medicaid Health Systems Specialist 2	13
65571	Volunteer Coord 1	8
65572	Volunteer Coord 2	10
65611	Ind Rehab Career Counselor	11
65621	Ind Rehab Work Simulator	11
69181	Legal Rts Dis Rts Advoc 1	13
69182	Legal Rts Dis Rts Advoc 2	14
69211	Assistant Chaplain	8
69212	Chaplain	12
69311	Social Worker 1	9
69312	Social Worker 2	10
69313	Social Worker 3	11
69321	Correctional Prog Spec	10

69323	Correctional Program Coord	11
69331	Social Program Analyst 1	8
69332	Social Program Analyst 2	10
69341	Alcohol and Drug Counselor 1	8
69342	Alcohol and Drug Counselor 2	9
69343	Alcohol and Drug Counselor 3	11
69351	Parent Consultant	11
69361	Alcohol & Drug Pgm Spc 1 (Cert)	11
69362	Alcohol & Drug Pgm Spc 2 (Cert)	12
69371	Alcohol & Drug Pgm Spc 1 (Plnr)	11
69372	Alcohol & Drug Pgm Spc 2 (Plnr)	12
69381	Alcohol & Drug Pgm Spc 1 (Prev)	11
69382	Alcohol & Drug Pgm Spc 2 (Prev)	12
69391	Alcohol & Drug Pgm Spc 1 (C Com)	11
69392	Alcohol & Drug Pgm Spc 2 (C Com)	12
69413	Human Services Program Consultant	12
69421	Youth Class Spec	8
69431	Case Manage Spec	8
69451	Human Services Spec 1	10
69452	Human Services Spec 2	11
69453	Human Services Spec 3	12
69461	Human Services Developer 1	11
69462	Human Services Developer 2	13
69491	Client Advocate	9
69611	Vocational Habilitation Spec 1	8
69612	Vocational Habilitation Spec 2	10
69671	Workshop Program Evaluator	10
69673	Workshop Prog Evaluator Spec	11
69691	Work Adjustment Spec	8
69720	Voc Rehab Couns 1	9
69721	Voc Rehab Couns 1	8
69722	Voc Rehab Couns 2	10
69723	Voc Rehab Couns 3	11
69724	Voc Rehab Couns 4	12
69731	Rehab Program Spec 1	12
69732	Rehab Program Spec 2	13
69746	Voc Rehab Couns 1 (Empl Serv Spec)	8
69747	Voc Rehab Couns 2 (Empl Serv Spec)	10
69748	Voc Rehab Couns 3 (Empl Serv Spec)	11
69749	Voc Rehab Couns 4 (Empl Serv Spec)	12
69750	Voc Rehab Couns 1 (Reh Tch)	9
69751	Voc Rehab Couns 1 (Reh Tch)	8
69752	Voc Rehab Couns 2 (Reh Tch)	10
69753	Voc Rehab Couns 3 (Reh Tch)	11
69754	Voc Rehab Couns 4 (Reh Tch)	12
69755	Voc Rehab Couns 1 (Emp Serv Spec)	9
69771	Indust Rehab Case Mgt Spec	12
69772	Indust Rehab Case Spec Coor	13
69773	Indust Reemployment Spec	13
69781	Indust Rehab Voc Eval	11
69811	Parole Officer	10
69812	Parole Serv Coordinator (Senior Parole Officer)	11
69831	Correction Class Spec	9

If a new classification is a successor title or classification number change to a classification covered by this Agreement with no substantial changes in duties, the new classification shall automatically become a part of this Agreement.

**Same and Similar Classifications**

**Unit 11**

- 1) 42420 Dietetic Technician
- 42423 Dietitian
- 42424 Dietetic Consultant
- 65711 P.H. Nutritionist
- 2) 44263 L. Physical Therapist
- 3) 44231 Respiratory Therapist
- 4) 44511 Exercise Physiologist
- 5) 44271 Language Development Specialist
- 65723 P.H. Speech Pathologist
- 65725 P.H. Audiologist
- 65727 P.H. Speech, Hearing & Vision Coordinator
- 6) 44311 Occupational Therapist
- 7) 65111 Dentist
- 65751 Oral Health Consultant
- 65752 Oral Health Specialist
- 65753 Dental Health Education Specialist
- 86341 Dental Hygienist
- 8) 65721 P.H. Vision Consultant
- 65727 P.H. Speech, Hearing & Vision Coordinator
- 9) 65321 Physician Assistant
- 65340 Physician Resident
- 65341 Physician
- 65343 Physician Specialist
- 65344 Psychiatric Physician
- 65351 Optometrist
- 65371 Psychiatrist
- 65391 Podiatrist
- 10) 21562 Pharmacy Board Compliance Specialist
- 65411 Pharmacist
- 65413 Pharmaceutical Consultant
- 65421 Pharmacologist
- 11) 30330 Health Planning Coordinator
- 30331 Health Planning Specialist
- 65741 Facility Standard Rep 1
- 65742 Facility Standard Rep 2
- 65771 Health Care Facilities Surveyor 1
- 65772 Health Care Facilities Surveyor 2
- 65773 Health Care Facilities Surveyor 3
- 65781 Health Care Facilities Compliance Consultant
- 86131 Clinical Health Care Surveyor 1
- 86132 Clinical Health Care Surveyor 2
- 86133 Clinical Health Care Surveyor 3
- 12) 33172 Staff Psychologist 2
- 83311 Psychology Assistant 1
- 83312 Psychology Assistant 2
- 83313 Psychologist 1
- 83314 Psychologist 2

- 13) 21611 Nurse Aide Program Regional Consultant
- 21661 Nursing Board Monitoring Case Worker
- 30161 P.H. Nurse Consultant
- 30261 Infectious Disease Control Specialist
- 30371 Psychiatric Nursing Coordinator
- 65231 Disease Intervention Specialist
- 65441 Medical Review Nurse
- 65452 Infectious Disease Control Consultant
- 65510 Interim Nurse
- 65511 Employee Health Nurse
- 65512 Nurse 1
- 65513 Nurse 2
- 65521 Psychiatric/MR Nurse
- 65522 Psychiatric/MR Nurse Coordinator
- 65531 Nurse Education Consultant
- 65541 P.H. Nurse Specialist
- 65551 Peer Review Nurse
- 65561 Industrial Rehabilitation Nurse
- 65581 Medical Board Nurse Specialist
- 65591 Clinical Nurse Specialist
- 65641 Nursing Bd. Alternative Pgm. Case Worker

**Unit 12**

- 1) 22161 Corpsmember Development Coordinator
- 2) 65571 Volunteer Coordinator 1
- 65572 Volunteer Coordinator 2
- 3) 69211 Assistant Chaplain
- 69212 Chaplain
- 4) 33320 Social Pgm Spec
- 33321 Social Program Coordinator
- 33322 Social Pgm Developer
- 33331 Community Development Analyst
- 65211 Health Services Policy Analyst
- 65212 Health Services Policy Spec
- 65291 Medicaid Health Systems Analyst
- 65292 Medicaid Health Systems Specialist 1
- 65293 Medicaid Health Systems Specialist 2
- 65791 M H Standards Surveyor (Unit 11\*\*)
- 69181 Legal Rts Dis Rts Advoc 1
- 69182 Legal Rts Dis Rts Advoc 2
- 69311 Social Worker 1
- 69312 Social Worker 2
- 69313 Social Worker 3
- 69321 Correctional Program Specialist
- 69323 Correctional Program Coordinator
- 69331 Social Program Analyst 1
- 69332 Social Program Analyst 2
- 69341 Alcohol and Drug Counselor 1
- 69342 Alcohol and Drug Counselor 2
- 69343 Alcohol and Drug Counselor 3
- 69351 Parent Consultant
- 69361 Alcohol & Drug Pgm Spc 1 (Cert)

- 69362 Alcohol & Drug Pgm Spc 2 (Cert)
- 69371 Alcohol & Drug Pgm Spc 1 (Plnr)
- 69372 Alcohol & Drug Pgm Spc 2.(Plnr)
- 69381 Alcohol & Drug Pgm Spc 1 (Prev)
- 69382 Alcohol & Drug Pgm Spc 2 (Prev)
- 69391 Alcohol & Drug Pgm Spc 1 (C Com)
- 69392 Alcohol & Drug Pgm Spc 2 (C Com)
- 69413 Human Services Program Consultant
- 69421 Youth Classification Specialist
- 69431 Case Management Specialist
- 69451 Human Services Specialist 1
- 69452 Human Services Specialist 2
- 69453 Human Services Specialist 3
- 69461 Human Services Developer 1
- 69462 Human Services Developer 2
- 69491 Client Advocate
- 5) 65611 Industrial Rehabilitation Career Counselor
- 65621 Industrial Rehabilitation Work Simulator
- 69611 Vocational Habilitation Specialist 1
- 69612 Vocational Habilitation Specialist 2
- 69671 Workshop Program Evaluator
- 69673 Workshop Program Evaluation Specialist
- 69691 Work Adjustment Specialist
- 69731 Rehabilitation Pgm Spec 1 (Except RSC)
- 69732 Rehabilitation Pgm Spec 2 (Except RSC)
- 69771 Industrial Rehabilitation Case Mgt. Spec
- 69772 Ind Rehab Case Manag Spec Coor
- 69773 Industrial Reemployment Specialist
- 69781 Industrial Rehabilitation Voc. Evaluator
- 6) 64231 Rehabilitation Manpower Representative
- 69720 Voc Rehab Counselor 1
- 69721 Vocational Rehabilitation Counselor 1
- 69722 Vocational Rehabilitation Counselor 2
- 69723 Vocational Rehabilitation Counselor 3
- 69724 Vocational Rehabilitation Counselor 4
- 69731 Rehab Program Spec 1 (RSC only)
- 69732 Rehab Program Spec 2 (RSC only)
- 69746 Vocational Rehabilitation Counselor 1 (Employer Services Specialist)
- 69747 Vocational Rehabilitation Counselor 2 (Employer Services Specialist)
- 69748 Vocational Rehabilitation Counselor 3 (Employer Services Specialist)
- 69749 Vocational Rehabilitation Counselor 4 (Employer Services Specialist)
- 69751 Voc. Rehab Counselor 1 (Rehab Teacher)
- 69752 Voc. Rehab Counselor 2 (Rehab

- 69753 Teacher)
- 69753 Voc. Rehab Counselor 3 (Rehab Teacher)
- 69754 Voc. Rehab Counselor 4 (Rehab Teacher)
- 69755 Voc Rehab Couns 1 (Emp Serv Spec)
- 7) 69811 Parole Officer
- 69812 Parole Services Coordinator (Senior Parole Officer)
- 69831 Corrections Classification Specialist

**APPENDIX B - LAYOFF JURISDICTIONS**

**Department of Aging - Statewide**

**Department of Development - Statewide**

**Department of Health - Two (2) jurisdictions**

1. All counties north of the line formed by the northern borders of Darke, Shelby, Logan, Union, Delaware, Licking, Muskingum, Guernsey, and Belmont counties.
2. All counties south of the line formed by the northern borders of Darke, Shelby, Logan, Union, Delaware, Licking, Muskingum, Guernsey, and Belmont counties.

All district offices shall be considered to be in the layoff jurisdiction referenced above in which the district office is located.

**\*Department of Human Services - Two (2) jurisdictions**

1. Columbus, Cincinnati District Offices, Central Office
2. Toledo, Cleveland, Canton

The Employer reserves the right to bargain changes to these jurisdictions at any time that a change in business operations necessitates with a thirty (30) day written notice to the Union.

\*For purposes of this Article, all references to the "Department of Human Services" shall be changed to "Department of Jobs and Family Services" effective July 1, 2000.

**Department of Mental Health - Two (2) jurisdictions**

1. North: Massillon, Woodside \*Sagamore C.S.N Northcoast Behavioral Healthcare System
2. South: Twin Valley Psychiatric Healthcare System, Pauline Warfield Lewis Center, \*Millcreek S.O.S., Appalachian Healthcare System, Central Office

\*Employees within child care facilities may displace into positions within their jurisdictions; however, employees not in child care facilities in the jurisdiction cannot displace or recall into a child care facility.

**Department of Mental Retardation/Developmental Disabilities**

Six (6) jurisdictions

1. Warrensville, Youngstown, Applecreek
2. Northwest Ohio, Tiffin
3. Montgomery, Southwest Ohio, Springview
4. Cambridge, Gallipolis
5. Central Office
6. Columbus, Mount Vernon

**Department of Youth Services - Two (2) jurisdictions**

1. North: Akron, Cleveland, Cuyahoga Hills, Indian River, Marion, Maumee, Mohican, Toledo
2. South: Athens, Central Medical Facility, Cincinnati, Circleville, Columbus, Dayton, Freedom Center, Independence Hall, Ohio River Valley, Opportunity Center, Scioto Village/Riverview

**Department of Rehabilitation and Correction**

A. Parole & Community Services - Five (5) jurisdictions

1. Cleveland
  2. Columbus
  3. Cincinnati
  4. Lima
  5. Akron
- B. Institutions - Three (3) jurisdictions
1. North: Lima, Marion, Mansfield, North Central, Oakwood, Ohio Reformatory for Women, Northeast Pre-Release Center, Allen, Grafton, Lorain, Trumbull, Toledo
  2. Central: Belmont, Corrections Medical Center, Orient, Pickaway, Southeastern Correctional Institution, London, Madison, Corrections Reception Center, Franklin County Pre-Release Center, Noble
  3. South: Lebanon, Chillicothe, Hocking, Southern Ohio Correctional Facility, Warren, Ross, Dayton, Montgomery Education Pre-Release Center

However, an employee may exercise a displacement right to the institution in the adjacent jurisdiction if that institution is geographically closer than any of the institutions in the jurisdiction from which the employee is being laid off.

### **Rehabilitation Services Commission**

Four (4) layoff jurisdictions based on four (4) areas into which the Bureau of Vocational Rehabilitation has divided the State.

\* In the event that the Rehabilitation Services Commission lays off all the employees in a lay off jurisdiction, the affected employees shall have statewide bumping rights.

### **Bureau of Workers' Compensation - Two (2) jurisdictions**

1. Bridgeport, Cincinnati, Dayton, Logan, Fairfield, Portsmouth, Springfield, Columbus North, Columbus South, Governor's Hill, OCOSH and all other Franklin County Offices; and Zanesville
2. Cleveland, Youngstown, Akron, Canton, Toledo, Lima, Mansfield, Warren, Richmond Heights and Independence

**All Other Agencies:** Statewide jurisdictions

## **APPENDIX C - OCCUPATIONAL INJURY LEAVE GUIDELINES**

1. An employee of the Department of Mental Health, the Department of Mental Retardation and Developmental Disabilities, the Ohio Veterans' Home, and Schools for the Deaf and Blind, Department of Rehabilitation and Correction, and the Department of Youth Services who suffers bodily injury inflicted by an inmate, patient, resident, client, youth, offender or student in or during the scope of employment for the above agencies shall be eligible for his/her total rate of pay during the period he/she is disabled as a result of such injury but in no case to exceed nine hundred sixty (960) hours. This form of compensation shall be in the lieu of Workers' Compensation. The employee shall apply for Workers' Compensation lost time benefits while he/she is receiving Occupational Injury Leave (OIL). Workers' Compensation lost time benefits may be received, if awarded, by the employee after the OIL is exhausted. Employees who have been approved for OIL and are then approved for Workers' Compensation lost time benefits for a psychological illness as a continuation of the same claim for bodily injury, and who have not been paid 960 hours of OIL, shall be permitted to supplement the Workers' Compensation Benefits with OIL up to 100% of the employee's total rate of pay, not to exceed 60 hours of OIL and with the total limit of 960 hours of OIL.
2. Pay made regarding this leave shall not be charged to the employee's accumulation of sick leave credit.
3. Employees who think they are eligible for this type of leave may apply to their agency designee within sixty (60) days of the incident giving rise to the injury unless physically unable to do so.
4. A statement of circumstances of the injury shall be filed with the Director of Administrative Services by the employee's appointing authority. This statement shall show conclusively that the injury was sustained in the line of duty and was inflicted by an inmate, patient, resident, client, youth, offender or student and did not result from accident or from misbehavior or negligence on the part of the employee. A statement by the injured employee recounting the circumstances of the injury shall accompany the appointing authority's statement.
5. The appointing authority may also obtain and file with the Director of Administrative Services the report of a physician designated by the Director of Administrative Services as to the nature and extent of the employee's injury.



6. The employee shall be obligated to submit documentation from the attending physician indicating extent of the disability to receive necessary medical treatment and to return to active work status at the earliest time permitted by his/her attending physician. Where a medical question is at issue, the Employer shall obtain a medical opinion conducted by a physician of the specialty for which the employee is receiving treatment (in any), mutually agreed to by the State and the employee's attending physician. The independent physician shall render a medical opinion within thirty days of the selection and the decision of the independent physician shall be binding.
7. An employee on Occupational Injury Leave shall accrue sick leave and personal leave but shall not accrue vacation leave.
8. If an employee's injury or disability as covered by the above guidelines extends beyond nine hundred sixty (960) hours he/she shall immediately become subject to the sick leave provision of this contract.
9. An employee is disqualified from receipt of benefits if the employee engages in any occupation for wages or profit as defined in the appropriate Workers' Compensation statute. If such an employee has already received the benefits, then he/she must reimburse the State in the amount of the benefits received. The employee may be subject to disciplinary action for violation of this Article.

## **APPENDIX D - DRUG-FREE WORKPLACE POLICY**

### **Section 1. Statement of Policy 2**

A. Both the State and the Union desire a workplace that is free from the adverse effects of alcohol and other drugs. As such, both parties acknowledge that substance abuse is a serious and complex, yet treatable, condition/disease that adversely affects the productive, personal and family lives of employees. The parties further acknowledge that substance abuse may lead to safety and health risks in the workplace, for the abusers, their co-workers, and the public-at-large. Accordingly, the State and the Union pledge to work collaboratively in programs designed to reduce and eradicate the abuse of alcohol and drugs.

B. The Union recognizes the need to address problems associated with having on-duty employees under the influence of alcohol or drugs. The Union also recognizes the State's obligations under the Federal Drug-Free Workplace Act of 1988 and other Federal laws and regulations concerning the controlling of substance abuse in the workplace. At the same time, the State recognizes employees' rights to privacy and other constitutionally guaranteed rights, as well as the due process and just cause obligations of this Agreement. Both parties agree that the emphasis of any drug-free workplace programs shall be to prevent and rehabilitate employees and to abate risks created by employees who are on duty in an impaired condition.

C. The State will periodically provide information and training programs concerning the impact of alcohol and other drug use on job performance, as well as information concerning the State's Employee Assistance Program and any other resources that an employee or his/her family may contact for assistance in overcoming an alcohol and/or other drug problem. All bargaining unit employees shall be furnished with a copy of the Employer's drug-free workplace policies within thirty (30) days of initial employment with a state agency. Additionally, each employee will similarly be provided with a written description of the Employer's drug testing policy, including the procedures under which a test may be ordered, procedures for obtaining samples for testing, how testing will be conducted and reported to the Employer and employees; and the potential consequences of refusing to submit to testing or of positive test results. In addition, managers and supervisors shall be provided training about the Drug-Free Workplace Policy and alcohol and the drug-testing program in order to ensure that the policy and program are administered consistently, fairly, and within appropriate Constitutional parameters.

Training will be provided to all covered employees prior to implementation based upon agreement of the parties, joint training by the parties can be provided on an Agency basis. New employees who are covered will be provided notice and training prior to testing. Testing for new classifications listed in Article 49 and Section 7 of this article shall not be implemented until January 1, 2001.

D. Any employees suffering from a substance abuse problem shall receive the same careful consideration and offer of treatment that is presently extended under the State's existing benefit plans to those employees having other mental health and substance abuse conditions, as well as under the Employee Assistance Plan established under Article 9 of this Agreement. The same benefits and insurance coverages that are provided for all other illnesses, diseases, and/or physical or psychological conditions, under the State's established health insurance benefit plan, shall be available for individuals who accept medically approved treatment of alcoholism or drug dependency.

E. An employee's refusal to accept referral for diagnosis or to follow the prescribed treatment will be handled in accordance with other policies relating to job performance, subject to the contractual grievance/arbitration procedures and other provisions of this Agreement. No person with a substance abuse problem shall have his/her

job security or promotional opportunities jeopardized by a request for diagnosis and/or treatment. Continued unacceptable job performance, attendance, and/or behavioral problems will result in disciplinary action, up to and including termination.

F. The confidential nature of the medical records of employees with substance abuse problems shall be maintained pursuant to both Ohio and Federal laws. Similarly, all records relating to drug tests and their results shall be maintained in accordance with Ohio and Federal laws.

G. All Department heads, managers, and supervisors are responsible for adherence to, and implementation, enforcement, and monitoring of, this policy.

## **Section 2. Drug-Testing Conditions**

### **A. State Testing**

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

Employees covered by this Agreement may be required to submit a urine specimen for testing for the presence of drugs or a breath sample for the testing of the presence of alcohol:

Where there is reasonable suspicion to believe that the employee, when appearing for duty or on the job, is under the influence of, or his/her job performance, is impaired by alcohol or other drugs. Such reasonable suspicion must be based upon objective facts or specific circumstances found to exist that present a reasonable basis to believe that an employee is under the influence of, or is using or abusing, alcohol or drugs. Examples of reasonable suspicion shall include, but are not limited to, slurred speech, disorientation, abnormal conduct or behavior, or involvement in an on-the-job accident resulting in disabling personal injury requiring immediate hospitalization of any person or property damage in excess of \$2,000, where the circumstances raise a reasonable suspicion concerning the existence of alcohol or other drug use or abuse by the employee. In addition, such reasonable suspicion must be documented in writing and supported by two witnesses, including the person having such suspicion. The immediate supervisor shall be contacted to confirm a test is warranted based upon the circumstances. Such written documentation must be presented to the employee and the department head, who shall maintain such report in the strictest confidence, except that a copy shall be released to any person designated by the affected employee.

#### **2. Random Testing**

Employees who have direct contact with inmates, youths, or parolees in the Department of Rehabilitation and Correction and Department of Youth Services or others who are under the supervision or jurisdiction of these agencies shall be subject to random drug testing.

### **B. Federal Testing**

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

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

### **A. State Testing**

1. Procedures and protocols for the collection, transmission and testing of the employees' samples shall conform to the methods and procedures provided by Federal regulations pursuant to the Federal Omnibus Transportation Employee Testing Act of 1991.

2. Employees shall have the right to consult with a Union representative, if one is available one hour prior to testing, and a Union representative may accompany the employee to the specimen collection site as long as reasonable suspicion is called for by the Employer.

3. The random testing pools for DYS employees and DR&C employees shall be maintained on a State-wide basis that includes all employees in the Agency who are subject to random testing. The random testing pool shall be maintained and administered by the Drug-Free Workplace Services Program of the Department of Administrative Services. The percentage of employees to be tested annually will vary during the first two (2) years of the Agreement, the percentage of the employees to be tested annually at up to 30% of the random testing pool. During the last year of the agreement, the percentage of the employees to be tested annually can vary from 10% to 30% of the average total of the random testing pool.

4. The Drug-Free Workplace Office of DAS may issue the random testing list to DYS Central Office and DR&C Central Office. The agency Central Office shall issue a list of employees to the appropriate Facilities/Institutions. Any employee included on the list who is subject to a random test shall be tested within seven (7) days after the Facility/Institution has received the random list. Any employee who is not tested within seven (7) days after the Facility/Institution receives the list shall not be tested as a result of that list.

5. A test result which indicates a .04% blood alcohol level will be considered a positive test. No consequences will attach to any result below a .04% level.

6. The employee shall be responsible for the cost of all follow-up alcohol and drug tests that are ordered by the Employer.

**B. Federal Testing**

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

2. The random testing pool shall be maintained and administered by the Drug Free Workplace Services Program of the Department of Administrative Services.

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

A. Subject to the reasonable requirements of the laboratory, the Union shall have the right, upon reasonable request made to the laboratory, to inspect and observe any aspect of the drug testing program, with the exception of individual test results. The Union may inspect individual test results, if the release of such information is authorized, in writing, by the affected employee.

B. Covered employees will be selected from the random selection pool by a computer-driven random number process based upon the position control numbers of all positions for which testing is required. Procedures will be developed by each Agency and work site with the approval of the Drug Free Workplace Services pursuant to state wide policy.

C. Periodically, at the Union's discretion, the Union shall have the opportunity to audit the State's sampling and testing procedures.

D. An employee may be assigned to non-safety sensitive duties after testing positive. However, no employee may be displaced from a pick-a-post position based on such an assignment.

E. If the employee is sent home after notice is received by the Employer that he/she tested positive the Employer shall place the employee on administrative leave with pay pending notice of the pre-disciplinary meeting. If the employee does not waive the 72 hour pre-disciplinary meeting requirement, the employee shall be placed on approved administrative leave without pay and may use any accruals to cover the time off.

F. All sample collection shall be conducted off-site by professional non-state personnel subject to the requirements of the testing lab unless the parties on a facility-by-facility basis mutually agree to an alternative sample collection process.

G. Travel time and testing are to be considered "time worked" for compensation purposes.

**Section 5. Notice of Drug-Related Convictions**

As required by the Federal Drug-Free Workplace Act of 1988, each employee covered by this Agreement is required to notify his/her agency head or his/her designee, within five (5) days after he/she is convicted of a violation of any federal or state criminal drug statute, provided such conviction occurred at the workplace or any location where the employee is working at the time of the incident which led to the conviction. Each agency is required to notify any federal agency with which it has a contract or grant, within ten (10) days after receiving notice from the employee, of the fact of such conviction. Any employee's failure to report such a conviction will subject such employee to disciplinary action, up to and including termination consistent with the just cause standards set forth in Article 24 of this Agreement. An agency head or his/her designee may refer such employees to the Employee Assistance Program for referral and treatment.

**Section 6. Disciplinary Action**

On the first occasion in which any employee who is determined to be under the influence of, or using, alcohol or other drugs, while on duty, as confirmed by testing pursuant to this policy, the employee shall be given the opportunity to enter into and successfully complete a substance abuse program certified by the Ohio Department of Alcohol and Drug Addiction Services. No disciplinary action shall be taken against the employee, provided he/she successfully completes the program. Last chance agreements shall not be effective for longer than five (5) years, except if any of the following situations led to the drug or alcohol testing, in which case the last chance agreement shall be of an unlimited duration:

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

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

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

**Section 7. Safety Sensitive Positions**

Positions in the Timothy B. Moritz Forensic Unit and the Cafaldi Unit of Twin Valley Psychiatric Hospital are considered to be safety sensitive positions. Employees that are eligible to be assigned to work in these positions shall be subject to random testing as described above.

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

<b>B.U.</b>	<b>Class #</b>	<b>Title</b>
11	65411	Pharmacist
11	65413	Pharmaceutical Consultant
11	65421	Pharmacologist
12	69341	Alcohol and Drug Counselor 1
12	69342	Alcohol and Drug Counselor 2
12	69343	Alcohol and Drug Counselor 3
12	69361	Alcohol and Drug Pgm Spc 1 (Cert)
12	69362	Alcohol and Drug Pgm Spc 2 (Cert)
12	69371	Alcohol and Drug Pgm Spc 1 (Plnr)
12	69372	Alcohol and Drug Pgm Spc 2 (Plnr)
12	69381	Alcohol and Drug Pgm Spc 1 Prev
12	69382	Alcohol and Drug Pgm Spc 2 Prev
12	69391	Alcohol and Drug Pgm Spc 1 (C Com)
12	69392	Alcohol and Drug Pgm Spc 2 (C Com)

**APPENDIX E - ESTABLISHED TERM IRREGULAR**

1. Classifications - any classification covered by the collective bargaining agreement between the parties is eligible to be placed in this appointment type.
2. Length of appointment - the length of the appointment will not exceed 10 consecutive months unless extended by mutual agreement of the parties. A meeting to extend the appointment may be held with the local labor-management group or by contacting the Union's state coordinator. In the Departments of Rehabilitation and Correction and Youth Services, the appointment shall be extended by the training academy time.
3. Schedule/Use of - an employee with this appointment type may/may not have a fixed schedule. The purpose of this appointment type is to supplement the work force and shall be used in the following ways only:
  - To fill in for employees who are on any form of leave;
  - To staff holidays after regular full and part time staff have requested off;
  - To staff training either mandated or otherwise;
  - To assist staff with the preparation for JFAHO, HCFA, or survey types;
  - To avoid mandated overtime; and
  - To staff for other unforeseen operational emergencies (e.g. weather, admissions, probates, etc.)
  - To work in projects with limited funding/duration of less than 18 months.

If the Employer chooses to use this appointment type in any other manner it will contact the Union and set up a meeting. There must be mutual agreement at this meeting.

**RIGHTS:**

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

- Same base rate of pay for the appropriate classification;
- Rate of pay would be the same as regular employees, but pay supplements shall not apply, unless mutually agreed to by the parties.
- Just cause for discipline. The employer will follow the normal disciplinary grid.
- Eligibility and all appropriate leaves will be accrued on a prorated basis.
- Health benefits will be prorated as they are for part time employees and Benefits Trust if applicable/qualified.
- Would qualify for O.I.L or Workers' Compensation as long as all requirements were met and would be paid based on the standards established by each program.

- Will have a contractual right to bid on vacant positions within the agency only, per Article 30, after working 960 hours in their current appointment period (e.g. 10 months).
- Time worked in this appointment type shall be credited toward the initial probationary period and be counted as bargaining unit seniority if the employee holding this appointment type becomes a full or part time permanent employee (Refer to Article 9). Any employee who becomes a regular employee from this appointment type will be credited with time served, but no more than one-half of the length of the probationary period for that classification.
- An employee in this appointment type will be a bargaining unit member for the period of this appointment only.
- In the event of a layoff, this appointment type will be laid off first before permanent full and part time employees in the same classification(s).

**THIS APPOINTMENT TYPE WOULD NOT:**

- Have the right to have any overtime protections per Article 24.
  - Get premium pay for work on a holiday unless they worked a 40 hour week and the SCHEDULED day before and the SCHEDULED day following the holiday.
  - RECEIVE BEREAVEMENT UNLESS THE EMPLOYEE IS WORKING A 40-HOUR SCHEDULE AND ONLY FOR DEATH OF A SPOUSE, BIOLOGICAL PARENT OR CHILD.
  - Have any right to a fixed schedule, established number of minimum or maximum hours of work or guaranteed a number of weekend days off. Where possible, and if known, the Employer will attempt to identify the days that an established term irregular will work based on the known requested scheduled days off of other employees.
  - Have any right to any shift work location, days off or weekend selection.
  - Have any protections regarding reassignment. An employee in this appointment type could be reassigned according to operational need.
  - Begin to accrue seniority until they were hired as full time or part time permanent.
  - Have recall rights per Article 29.
  - Will not have a probationary period until they are hired full or part time permanent.
4. Unclassified Service - employees in this appointment type are in the unclassified service but have the rights enumerated above.
  5. Grievance rights - Unless otherwise noted, this appointment type will have the right to grieve and arbitrate issues in accordance with Article 7 except as is noted in this agreement, and specifically, in the "would not have the right to" section.

**APPOINTMENT PERIOD:**

An employee holding this appointment type would have an appointment period of 10 months from the effective date of the appointment. At the end of the appointment date, the appointment would be canceled by the Personnel Action. The person shall not be re-appointed to this appointment type without at least a 30 day break period. The Employer does not need just cause for ending the appointment at the end of the 10 months and the employee will be considered first for reappointment before hiring externally and will be reappointed based on operational need.

**CANVASS:**

Prior to the filling of these positions, the Employer agrees to conduct a one-time canvass of existing intermittent and external interim positions to identify if these appointment types are interested in converting to the established term irregular position.

**AGENCY AGREEMENTS AND MEMORANDA OF UNDERSTANDING**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE OHIO DEPARTMENT OF ALCOHOL AND  
DRUG ADDICTION SERVICES  
AND  
DISTRICT 1199/SEIU**

I. The Ohio Department of Alcohol and Drug Addiction Services will provide reasonable space for 1199 to maintain a secure file cabinet to be supplied by the Union.

## II. Career Ladder

As a result of agency specific negotiations conducted through the course of negotiations leading to a contract between District 1199/SEIU and the State of Ohio the parties have agreed to the following:

The Department of Alcohol and Drug Addiction Services and District 1199/SEIU agree that a career ladder for Alcohol and Drug Counselor 1's will aid in the retention and recruitment of qualified professionals. This career ladder will provide incentive and opportunity for professional growth for Alcohol and Drug Counselor 1's to pursue and maintain a Certified Chemical Dependency Counselor credentials recognized by the Ohio Credentialing Board or other licensing authority with jurisdiction over professions authorized to provide counseling services.

### **Career Ladder Description:**

1. An employee shall be eligible to participate in the career ladder after completing ninety (90) days of service as a Alcohol and Drug Counselor 1 and having received a valid credential.
2. Eligible Alcohol and Drug Counselor 1's who provide proof that they have received their credential shall be reassigned to Alcohol and Drug Counselor 2. The rate of pay will be set at the lowest step in the pay range for the Alcohol and Drug Counselor 2 classification that is not less than the employee's current rate of pay.
3. The personnel action will be coded as "reassignment" and employees who have completed the initial probationary period in the Alcohol and Drug Counselor 1 classification shall serve a new probationary period of 180 days pursuant to Contract Article 9.
4. The probationary period for eligible Alcohol and Drug Counselor 1's who have not completed their initial probationary period, and who are assigned to Alcohol and Drug Counselor 2, shall be continued for 180 days after their date of reassignment. Such continuation of the probationary period shall be pursuant to Article 9.
5. Employees classified as Alcohol and Drug Counselor 2 or Alcohol and Drug Counselor 3 must maintain a Certified Chemical Dependency Counselor credential as recognized by the Ohio Credentialing board or other licensing authority with jurisdiction over professionals authorized to provide counseling services. A lapsed, suspended or revoked certification credential will result in immediate disciplinary action up to and including removal.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE OHIO DEPARTMENT OF HEALTH  
AND  
DISTRICT 1199/SEIU**

As a result of agency-specific negotiations between the Ohio Department of Health and District 1199, the State of Ohio and District 1199/SEIU, the parties, agree to the following:

**CAREER LADDER  
DIVISION OF QUALITY ASSURANCE**

The agency and the union agree that there will be two (2) levels of Health Care Facility Surveyor, an entry level at pay range 12 and an independent level at pay range 13. Both levels shall have separate classification numbers assigned based on the discipline required (i.e.: RN, RS, Dietician, and S.W.). The independent level shall include additional classification/position description statements indicating different duties associated with particular bureau assignments.

Additional aspects of this agreement include:

- 1) The entry-level classification requires a one-year probationary period, though a step increase will occur pursuant to 43.03.
- 2) The second level, that of an independent surveyor, is attained when the individual has successfully completed the one-year probationary period as an entry level surveyor, completed state and HCFA training, and passed the HCFA-administered survey minimum qualification test (SMQT). The surveyor shall be reassigned to the independent level (pay range 13) the pay period following completion of all the above criteria.
- 3) An independent-level surveyor may be trained and may be assigned field-based survey or office-based reviewer duties, either on a permanent or temporary basis. It is understood that maintaining a professional level of competence is dependent on performing both surveys and review duties. Therefore, both will normally be performed in varying degrees by most surveyors.
- 4) There will be no loss of career ladder credits for those employees who currently are receiving career ladder credits as of the date of this agreement. No new career ladder credits/supplements shall be earned or paid after the signed date of this agreement. Any employee leaving a surveyor position will forfeit career ladder

credits and career ladder credits may not be reinstated (exceptions: only if an employee who promoted out were returned to their surveyor position because of a probationary demotion or called back from layoff.)

- 5) The class series and specifications of HCFS 1, 2 and 3 shall be eliminated and replaced by the new specifications series and agreed to as part of this agreement. In brief, the changes are as follows:

<b>Old</b>	<b>Pay range</b>	<b>New</b>	<b>Pay range</b>
HCFS 1	11	HCFS (Entry)	12
		The four different disciplines will each have separate class numbers.	
HCFS 2	12	HCFS (Independent)	13
HCFS 3	13	The four different disciplines will each have separate class numbers.	

- 6) Training opportunities beyond that required to train entry-level employees in basic survey and review activities shall be awarded as follows:
- a) Training opportunities for surveys of Hospice, OTPT, Rural Health Clinics, Swing-Beds PTIP and RCF's will be determined by surveyor seniority within each respective district.
  - b) Training opportunities for all other survey types will be awarded based on most relevant/related background of experience and training as determined by district supervisors. Seniority will be the determining factor only if the employee's qualifications are deemed relatively equal. Management will provide a list of these survey types within 30 days of the signing of this agreement and agrees to update such list at least every 90 days. Discussions regarding what surveys are included on this list will be topic of APC.
- 7) Appeals of denial of training should follow Article 7 of the Collective Bargaining Agreement with the following modifications:
- a) A grievance should be filed directly to the bureau chief of vacancy under dispute, who will be the agency Step 2 designee for purposes on this section only. Appeal of Step 2 decisions should follow Step 3 of the collective bargaining agreement. Appeals of Step 3 decisions are to advance to non-traditional arbitration (NTA) if still available, otherwise to regular arbitration.
- 8) The parties agree that all surveyors, who are not one of the four disciplines, shall be "grandfathered" and will be allocated by DAS and shall not lose any pay.
- 9) Vacant Independent Level Surveyor positions may be posted as the entry or internal independent level. But if posted at the independent level, they will be posted internal only.
- 10) This agreement supercedes any and all other agreements related to Health Care Facility classifications, surveyor and career ladder agreements.
- 11) Within 60 days of this agreement, an allocation list will be submitted showing each position's assigned classification.

**TRAVEL**

As a result of agency-specific negotiations between the Ohio Department of Health and District 1199, the State of Ohio and District 1199/SEIU, the parties agree to the following:

- (1) With the exception of the substitution of the "30 minute/30 minute" standard for the "twenty mile" standard contained in Article 21, business travel of "non-frequent traveler" designated 1199 employees shall be governed by the existing language in Article 21. Travel time to the office shall not be work time and no mileage shall be paid. Travel to a work location other than the assigned office, will be considered work time except for the first and last 30 minutes. However, if the actual travel time to a work site or the normal travel time to the assigned office is less than 30 minutes, only the time spent in travel to the site or the normal travel time to the office, whichever is less, shall not count as work time, however, actual mileage shall be paid.
- (2) All 1199 employees are designated as non-frequent travelers unless otherwise designated in writing by the appropriate management designee.
- (3) A "frequent traveler" is an 1199 employee who on a regular, routine and predictable basis spends 80 percent or more of work hours per pay period in a travel status where an overnight stay would be reimbursable, if authorized.
- (4) For those 1199 employees who have been designated a "frequent traveler," the following shall apply:
  - (a) All mileage traveled in connection with official business shall be reimbursed.
  - (b) Frequent travelers shall have their residences designated as their headquarters for travel reimbursement purposes (for all other purposes, e.g. layoff, headquarters shall remain the office).

- (c) Travel to any work location, including the assigned office, will be considered work time except for the first and last 30 minutes. However, if the actual travel time to a work site or the office is less than 30 minutes, only the time spent in travel to the site or the office shall not count as work time.
- (d) When a frequent traveler is required to travel in state more than 45 miles one way from his/her residence, and is required to report at a worksite or vicinity work sites for two (2) or more consecutive days, they may be required to stay overnight and may receive the current contract rates for reimbursement of actual expenses. When such assignment requires the employee to stay overnight for three (3) or more consecutive nights, they may choose to commute from the worksite to their residence one (1) time instead of staying over one of the three or more nights required by the assignment. This one commute trip shall be considered paid work time (less 30 minutes each way) and mileage shall be reimbursed consistent with this MOU. If the employee chooses to commute during assignments which require two (2) or less overnight stays, no travel time shall be paid, however, actual mileage shall be reimbursed, but no more than \$85 per round trip. Also, employees who choose to commute more than once during an assignment requiring three (3) or more consecutive overnight stays shall not be reimbursed for any additional time or mileage except the one round trip mentioned above.
- (5) Designation of traveler status can be changed by management.
  - (a) From "frequent traveler" status to "non-frequent traveler" status with written notice issued at least one pay period (14 days) in advance of the effective date of change in status.
  - (b) From "non-frequent traveler" status to "frequent-traveler" status with written notice to be effective the current or future pay periods.
  - (c) There will be no retroactive status change nor will the agency pay any back benefits expenses beyond the current pay period.

**FLEX TIME POLICY**

As a result of agency-specific negotiations between the Ohio Department of Health and District 1199, the State of Ohio and District 1199/SEIU, the parties agree to the following:

The Ohio Department of Health and District 1199 SEIU agree that the phrase "current practice of flex time" appearing in Article 24.11 shall be interpreted to mean the flex time policy specified in "Ben Rose IOC dated July 28, 1993, Subject: Flexible and Alternative Work Schedule" and "Standard Policy and/or Procedure No. 31-93, Title: Agency Flex Time." This policy should be periodically reviewed by a task force of interested parties (bargaining unit, exempt and management) to determine the need for updating and/or revision. The existing policy may be modified by mutual agreement in the future.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE OHIO DEPARTMENT OF HUMAN SERVICES  
(OHIO DEPARTMENT OF JOB AND FAMILY SERVICES AFTER JULY 1, 2000)  
AND DISTRICT 1199/SEIU**

As a result of agency specific negotiations conducted through the course of negotiations leading to a contract between District 1199/SEIU and the State of Ohio dated June 1, 2000, the parties have agreed to the following:

**A. PRIOR SERVICE CREDIT**

Effective with the pay period that commenced on May 28, 2000, an employee who transfers directly from an Ohio County Department of Human Services to the Ohio Department of Job and Family Services will have his/her service time with that County Department of Human Services credited for determining the rate of accrual of vacation leave.

Effective with the pay period that commenced on May 28, 2000, an employee who was hired by the Ohio Department of Job and Family Services after August 3, 1997, and who experienced a break in service of less than thirty (30) days from the date of termination of employment with an Ohio County Department of Human Services, and then started employment with the Ohio Department of Job and Family Services, shall be credited with service from the County Department of Human Services for the purpose of determining the rate of accrual of vacation leave. Such accrual shall not be retroactive.

For the purpose of this Agreement a County Department of Human Services is defined to include the County Public Children Services Agency (PCSA) and County Child Support Enforcement Agency (CSEA) or any division of a county government which now or in the future provides the core services normally provided by PCSA or CSEA regardless of the actual title of that division. This definition applies whether or not such agencies are considered by the commissioners of a particular County to be part of that County's Department of Human Services.



The transferred employee must submit proof of prior service with the Ohio County Department of Human Services to the agency designee no more than thirty (30) days after commencing employment with the Ohio Department of Job and Family Services.

Such service credit shall apply only to the computation of the rate of vacation accrual.

Pursuant to the MOU language on Prior Service Credit, the parties agree that those employees who were employed between August 3, 1997, and May 28, 2000, shall have sixty (60) days from the commencement of this agreement to submit proof of prior service with an Ohio County Department of Human Services, as defined in the MOU. Such proof shall be presented to the Labor relations section Designee. The parties agree to designate one (1) person from the union and one (1) person from management to work together to identify and notify those affected employees as soon as practicable. As stated in the MOU no accrual shall be retroactive.

## **B. TEMPORARY AND PERMANENT RELOCATIONS**

Due to shifts and changes in operational need, scope and/or mission of the agency, the Employer retains the right to determine which vacancies to fill by either permanent transfer or promotion, lateral transfer, or demotion. The Employer has the right to move employees and positions through relocations pursuant to Article 24.18 and this Memorandum of Understanding. Changes in work assignments within the same program area are not relocations as defined by this Memorandum of Understanding.

The Employer maintains the right to temporarily relocate an employee(s) and his/her position to another location whether within the same headquarter county or another county using the provisions of Section 24.18; and to permanently relocate an employee(s) and his/her position in excess of nine (9) months, to another location whether within the same headquarter county or another county using the following method:

The Employer will identify the area(s) deemed to be in excess and need and will notify the Union as soon as practicable. In the notification the Employer will explain the rationale for the relocation, a tentative schedule for relocation of employees and job duties required in the area of need. A draft organizational plan will be provided at the time of the proposed relocation, if not complete at that time, it will be provided within thirty (30) days of the employee(s) being relocated. The determination of an excess/need 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 29. However, the determination of excess may be grieved where no layoffs are proposed.

Permanent relocations shall function as follows:

1. Where entire work units, sections, bureaus or offices are being relocated, notification is all that is required and no canvass will be done.
2. Where not all employees of the same classification in work units, sections, bureaus or offices are being relocated, the Employer shall canvass the area(s) of excess for volunteers to move to the area of need. This canvass shall be accomplished by notification to the affected employees of four (4) agency working days or a time period mutually agreed upon by the Employer and the union.
3. The Employer shall relocate the volunteer who is qualified for the position and has the most seniority.
4. If there are no volunteers in the area(s) of excess, the Employer may relocate the employee with the least seniority who is qualified for the position to the area of need.
5. In cases of involuntary relocation, the employee has a preferential right to return to the previous job site from which he/she was relocated up to one (1) year, provided that there is a need for a posted vacancy in the same classification as the relocated employee.

The permanently relocated employee shall be relocated to perform duties appropriate to the same classification which he/she holds. Such relocation(s) do not constitute the creation and filing of a vacancy pursuant to Article 30, except that where an excess has been determined as the result of the granting or settlement of a grievance, to have been arbitrary or capricious and solely for the purpose of circumventing the provisions of Article 30, an appropriate remedy may be the awarding of a promotion with the grievant(s) to be made whole.

## **C. SUB-CONTRACTING GROUP**

It is the intent of the parties that within ninety (90) days of the ratification of the Agreement that the APC will appoint a subcommittee of six (6) individuals (three each from the union and management from which one co-chair for each party shall be appointed).

The purpose of the committee will be to periodically review contracts, contract renewals and other contract issues that may impact District 1199 members of ODJFS.

At the first APC meeting following ratification of this contract, the sub-contracting group will be formed. The committee will then decide as to date, time and location of their first meeting.

The sub-contracting group will periodically report their reviews to the APC.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE OHIO DEPARTMENT OF MENTAL HEALTH  
AND  
DISTRICT 1199/SEIU**

**I. C.S.N. TRAINING**

Training shall be developed on the local level. Each C.S.N. shall develop training that is designed to reflect the particular needs of that area. This will be developed with input from representatives of 1199. This may be done in conjunction with other unions.

It is the responsibility of the Employer to ensure that each employee has the opportunity to participate in the offered training.

Employees who do not successfully complete offered training before the end of their probationary period or trial period (depending on which is applicable) they may be terminated from that program, either probationary removal or if applicable return to the hospital. In case of return to the hospital, a meeting will be held with the employee and union to discuss the return.

Successful completion is determined by the programmatic needs of the C.S.N. as established by the Employer with input regarding the process and criteria from the Union.

**II. BUMPING PROCESS IN MENTAL HEALTH**

This Agency Specific Agreement supercedes Article 29.02 C - Bumping Procedure. All other sections of Article 29 continue to apply unless specifically listed in this agreement.

For the purpose of this agreement for section 29.01, the Department shall only notify the employee(s) who will be initially laid off prior to the exercising of their bumping right(s) and the least senior employee who will be bumped at the site selected by the original laid off employee.

**Bumping Process:**

Once an employee has been notified that his/her position will be laid off per Article 29.01 and 29.02 A&B, the employee has four options available to them.

First, they may choose to accept the layoff.

Second, the employee may choose to bump or accept a vacant position either at the hospital site or the geographic bumping jurisdiction provided they are qualified to perform the duties of the position.

Third, they may choose to bump within the hospital site.

Fourth, they may choose to bump within the geographic bumping jurisdiction.

If the employee chooses to take the layoff, then that employee is placed on the recall list per Article 29.03.

If the employee chooses to bump into a vacant position in the hospital site or the geographic bumping jurisdiction, then they will have exhausted all of their rights to bump and there will be no further bumping or notification.

If the employee chooses to bump within the hospital site, then the employee must bump the least senior employee in their classification series using the same and similar roster.

If the employee chooses to bump in the geographic bumping jurisdiction, the employee shall choose one site for which they wish to bump. Once the site is selected, the employee shall bump the least senior employee in that classification series using the same and similar roster.

As stated above, only the employee who was initially laid off and the least senior at the site for which the original laid off person chooses, shall be notified of the layoff.

Within five days of receipt of the notice the laid off employee may give notice to bump in accordance with this Agreement. If the employee fails to notify his/her supervisor within that five day period he/she wishes to exercise his/her bumping rights, he/she shall have no further bumping rights.

An employee who has bumped in accordance with this Agreement, shall have the right, within five days, to bump the least senior employee according to the provisions of this Agreement. Should the employee fail to exercise his/her bumping rights within a five day period, he/she have no further bumping rights.

The entire bumping process shall be completed within the first thirty (30) days of this ninety (90) day period. The parties may mutually agree to modify these timeframes.

After the laid off employee selects options 2-4 and the bumping is completed, the site will conduct a canvass to properly distribute the staff by seniority.

The geographical bumping jurisdiction is included in Appendix B.

In the case of the closure of a C.S.N. program, the notice to employees shall be thirty (30) days due to the lack of work and funds for the program.

**III. BUMPING INTO C.S.N**

Employees in the Department of Mental Health have the right to bump "within the hospital" in accordance with Article 29 of this agreement. However, if the employee chooses not to bump within the hospital or cannot bump another employee in the hospital, the following provisions apply and supersede any conflicting provision(s)/section(s) of Article 29 as well as past practices.

#### **SECTION 1.**

In the case of layoff(s), employees shall first have only the right to bump into vacant positions in either newly created C.S.N. program(s) or vacant position(s) in an existing C.S.N. program(s) as long as the position is in an equal or lower position in the same or similar related classification series per Article 29 and provided that the affected employee is qualified and proficient to perform the duties. In no case shall the bump be to a position in a higher classification or to higher pay or one that constitutes a promotion. If these vacancy bumping opportunities exist, employees shall make their bumping selection to such a position first, beginning with the most senior and progressing to the least senior. If the employee does not or fails to select a bump to such a vacancy, the employee will have exhausted all of their bumping rights under Article 29 of the contract and will be laid off.

In situations where the number of employees to be laid off exceed the number of C.S.N. positions created at the time of the layoff, then the most senior employee(s) targeted for layoff will have the right to choose between available vacant C.S.N. positions or bumping existing occupied C.S.N. positions who are less senior. The less senior of the targeted employees for layoff must bump into the vacant C.S.N. positions available or they have exhausted their bumping rights.

Employees retain the right to accept the proposed layoff.

#### **SECTION 2.**

In the case where the Department was unable to create C.S.N. positions: Employees have the right to bump into existing C.S.N. program(s)/position(s) in the same manner as stated in Article 29, provided they have successfully passed and completed the C.S.N. training and meet and are proficient in the duties of the positions for which they wish to bump. As stated earlier, the Medical Director in conjunction with the C.S.N. Director may waive any or all of the training requirements on an individual basis.

#### **IV. C.S.N PROBLEM-SOLVING GROUP:**

The parties agree to use this group as a sub-group of the statewide APC for the purposes of dealing with issues specifically pertaining to C.S.N. The parties will mutually agree on the size and how often the group will meet.

#### **V. C.S.N. HOLIDAY OBSERVANCE**

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

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

These employees will still maintain the same number of holidays in the collective bargaining agreement, however they may be observed on alternative days. These alternative dates shall be determined in advance and employees shall have prior notice. If another alternative holiday observance is requested, the local delegate will be notified as soon as possible. The observance of these alternative days shall be an appropriate topic for the hospital professional committee. Any additional alternative observances shall be by mutual agreement.

#### **VI. C.S.N. REPORT-IN/WORK LOCATION CLOSURE**

Due to numerous unforeseen as well as foreseen reasons, an individual C.S.N. program site may be closed. If that situation occurs, the following are options that both Management and the C.S.N. employee may jointly agree to use. These options shall be spelled out in advance so when the situation occurs, there will be some level of predictability. All of these options must have prior approval by the program supervisor.

##### **Options**

1. The employee may take appropriate leave for the day.
2. If appropriate to the program, the employee may reschedule the day for another day during that week only.
3. The employee may report to an alternative site that is approved by their supervisor. They must call in and notify the supervisor of the alternative site option. They may then perform C.S.N. related work such as Contact Logs and phone contacts to clients. The employee may use a combination of work at an alternative site and leave time to fill the day schedule.
4. The employee may report to an alternative site and perform duties that they are qualified to perform on a unit. This must also be approved in advance by the C.S.N. supervisor and the alternative site administrator.

5. Any other arrangement that can be mutually agreed to locally as long as it does not violate the collective bargaining agreement, ODMH policy, and/or State or Federal law.

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

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

**VII. MEMORANDUM OF UNDERSTANDING** shall supersede all conflicting Articles, sections and practices of the collective bargaining agreement.

1. All employees entering an C.S.N. position from the hospital, will serve a trial period of one-hundred and eighty (180) days. During the trial period, the employee may return to the same classification they held before the move to C.S.N. This return may be for any reason and shall only be at either the employee or the Employer's request. In either case, the return to the previously held classification is not grievable. The requested return shall only be applicable during the 180-day trial period. The employee may appeal the Employer initiated return to the hospital, by making a request in writing to the CEO and a copy to the C.S.N. Director. A meeting shall then be held to discuss the reasons for the return to the hospital. In the case of an employee initiated return, the above mentioned parties shall also meet to discuss the reasons for a return to the hospital. Problems and issues shall be reviewed with the intent to resolve them prior to an employee returning from an C.S.N. during the trial period. If the employee so desires, a union delegate shall be present at the meeting.

There shall be no step or pay increase due an employee as a result of the employee completing the trial period.

After the trial period is over, the employee can only leave the C.S.N. position by Article 30, Vacancies, or Article 29, Layoffs, or as described in this Memorandum of Understanding.

2. Prior to the recall of laid-off employees to C.S.N. positions, employees who are currently working in the hospital will have the right to the position first. All positions that the hospital intends to fill will be posted for internal fill first. If no current employee bids on the position, then only laid-off employees from the hospital who have had C.S.N. training have the right to recall.
3. If C.S.N. positions are to be laid off, the affected employees have bumping rights to less senior employees in the following order:
  - a.) first within their present C.S.N. program;
  - b.) within other C.S.N. programs operated by that hospital;
  - c.) back within the hospital;
  - d.) to another hospital only within the bumping geographic jurisdiction.
4. Any or all of these bumping rights may be changed by mutual agreement of the parties. The parties may mutually place employees into vacant positions that they would not normally have a right to fill in the case of a layoff, provided the employee is qualified for the position.

## **VIII. OVERTIME PROCESS & PROCEDURE**

### **Procedure:**

It is solely a Management Right to make the determination when overtime is necessary. Prior to making that determination, Management may use "establish term irregular" or part time employees to fill in for staff while off work instead of declaring an overtime situation. Management may also determine that there is no need to add additional staff, based on a number of factors, when an employee is off work. The following applies once Management has determined there is a need for overtime and is within the criteria established by Article 24.03.

**STEP 1:** Once a need for overtime has been determined, Management shall call the first five (5) qualified employees on the voluntary roster who are assigned to the shift where the overtime is needed, but are not scheduled to work, by seniority starting with the most senior on a rotating basis to the least senior. If one of the employees accepts the opportunity, a "red line" is drawn below that name so when the next opportunity arises, the next less senior person shall be offered the opportunity.

**STEP 2:** If no employee accepts the offer, then Management shall offer the opportunity to the qualified employees on duty on the current shift by seniority on a rotating basis. If an employee accepts the opportunity, a "red line" is drawn below that name so when the next opportunity arises, the next less senior person shall be offered the opportunity.

**STEP 3:** If no employee accepts the offer, then Management will canvass the voluntary overtime roster starting with the most senior employee and calling each less senior employee until they have either gotten a qualified employee to accept the offer or until the entire voluntary or alternative rosters have been exhausted. \*\*\*(Note that those employees in Steps 1 & 2 need not be re-canvassed after they have already been asked or called in the above steps).

**STEP 4:** If no employee accepts the offer from Step 3, Management can mandate overtime and shall mandate the least senior qualified employee currently working on the shift that day. The least senior employee shall be mandated on a rotating basis. Once an employee is mandated, a “red line” is drawn at their name. When the next situation of mandated overtime occurs, the person next most senior to the last person mandated shall be mandated irrespective of the number of hours the previous person was mandated. No employee shall be mandated from home.\*(There may be an exception in the case of Millcreek or in the case of emergencies.)

**DEFINITIONS:**

1. Work site - is each individual Campus and each individual C.S.N. program
2. Rotating basis - The sequential movement either by the most senior or least senior employee to the next until the overtime opportunity is accepted or assigned. In the case of voluntary overtime the movement is from the most senior to the less senior volunteer. In the case of mandated overtime, the movement is from the least senior to the more senior. In both cases the rotation moves throughout the entire roster in an attempt to secure an employee to either accept the opportunity or mandate an employee.

Once an overtime opportunity is accepted or an employee is mandated, the employee’s name is “red lined” and the next opportunity or assignment goes to the next employee based on seniority. For voluntary overtime, the next opportunity will go to the next less senior employee after the “red line”. In the case of mandated overtime, the next person to be mandated will be the next more senior employee after the “red line”. Once an employee is mandated regardless of the number of hours worked, the next assignment goes up the roster to the next more senior qualified employee after the “red line”.

3. Established Term Irregular Appointment Type (ETI) - This appointment type is eligible for voluntary and mandated overtime when the employee is assigned to replace a forty-hour (40) employee on extended leave such as disability, Workers’ Compensation, O.I.L., or extended union leave. The ETI employee does not have seniority in this appointment type and thus is placed at the end of the overtime or alternative rosters based on the date of the full time assignment.
4. Part Time Employees - may be required to work more hours than they are normally scheduled. They may volunteer to work more hours than scheduled up to forty (40) hours. In order for a part time employee to work more than forty hours, the voluntary overtime roster must be called and exhausted.
5. Pre-Scheduled Overtime - is an optional method to schedule overtime where the need is foreseeable. If pre-scheduling overtime is used at a particular location, the following guidelines shall apply:
  - Post opportunities in advance.
  - Award the opportunity in the same procedure as identified in this agreement above.
  - Employees interested in the opportunity must sign up during the posting period.
  - The posting period shall be decided locally.
  - Once an employee is awarded an overtime opportunity, it is considered as if it is a regularly scheduled day. Failure to show up for the scheduled day or to follow normal call off procedures shall subject that employee to disciplinary action.
6. Overtime Cap - An employee may not work more than sixteen (16) hours in a day nor more than two (2)-sixteen- (16) hour days in a row.
7. Qualified Employee - an employee who by virtue of their classification has the ability, skills, and license to perform the work on a regular basis and who can also perform the work when needed on an overtime basis.

**LOCAL OPTIONS:**

All local agreements including the following options shall be reduced to writing and signed by both the Union and Management with a copy sent to the respective central offices.

Alternative list - is a list of additional employees who meet the qualified employee definition and may be used to work voluntary or mandated overtime. These may be classifications that have worked overtime based on practice or it may be other employees from other sister work sites such as Lewis Center and Millcreek or the Northfield and Cleveland campuses of NBHS.

C.S.N. Overtime - employees from different work sites may be eligible to work overtime in another site in the same Behavioral Healthcare Organization (BHO). For example, an employee in a C.S.N. program may work

overtime at one of the BHO sites upon mutual agreement. Additionally the reverse may be true where an employee inside the hospital at a BHO may be eligible to work overtime at one of the C.S.N. sites or work overtime from one C.S.N. site to another.

Alternative schedules - if mutually agreed by the local union and management, employees may be eligible to work alternative hours and schedules if it is beneficial to the employee and the BHO. If there is agreement to work an alternative schedule or hours, the local site must discuss and develop a method of coverage for overtime when utilizing these types of schedules.

Shift/Day Trades - If agreed to locally by both labor and management, it is appropriate to permit shift/day trades between employees. If this is selected as an option at a particular BHO, the following conditions must be part of any program to trade:

- The trade must be initiated by employees.
- Both employees must sign a shift/day trade form in advance.
- It must be approved by a nursing supervisor designated at the BHO.
- No trade may cause overtime for either employee unless specifically noted in advance and approved in advance.
- The trading employees must work the entire shift for which the trade is intended.
- Locally it must be decided how long in advance the request must be made.
- The trade may only be with and among qualified bargaining units members in the same union.
- Denial of a shift/day trade is not grievable. Issues and concerns regarding shift/day trades are appropriate topics for the local A.P.C.'s.

#### **GENERAL PROVISIONS:**

The parties will jointly develop a form to document and administer the overtime calling procedure. A uniform system for recording responses will be followed.

The parties agree to develop a form to be used when a BHO has agreed to use shift/day trades.

The parties agree to do a one-time joint labor and management training at each BHO campus on the overtime process and procedure.

Employees who are working an overtime shift on their day off may not be mandated.

#### **IX. VACATION APPROVAL PROCESS**

1. Each ODMH facility will conduct a semi-annual canvass to determine the awarding of vacation requests for each calendar year.
2. Requests for vacation scheduling will be distributed by January 2 and by July 1 of each year. Employees must return the requests on or before February 1 and August 1 respectively. Requests made in January will be considered for the six-month period beginning March 1 through August 31. Requests made in August will be considered for September 1 through February 28 of the following year.
3. Vacations will be awarded based on state seniority by shift. Ties in state seniority shall be broken in ascending numeric order of the last four digits of the employee's social security number, with the lowest number being the most senior.
4. Available vacation opportunities will be determined by classification per shift. The number of available vacation opportunities will be posted.
5. Employees may request a minimum of one (1) day up to a maximum of his/her annual accrual. For example, if an employee accrues four (4) weeks annually and requests and receives approval for all four weeks in the first canvass, that employee would not be eligible to submit a vacation request in the second (August) canvass.
6. Vacation can be requested at other times outside the canvass periods. Those requests will be approved based on a first come, first served basis per shift. More senior employees cannot bump a less senior employee's approved vacation.
7. Employees off work due to a long term leave such as Workers' Compensation, O.I.L. or Disability, or other approved long term leave, will make his/her selections for vacation in that canvass period upon their return to work.
8. Once a vacation has been approved, a more senior employee cannot change his/her selection choice(s) and 'bump' another less senior employee.
9. Thirty (30) days prior to the approved vacation request, the employee will submit a Request for Leave Form (ADM 4258).
10. Employees must have the appropriate number of hours either already accrued or be able to accrue the number of hours requested prior to the date of the vacation. This applies to both the semi-annual canvass and to other vacation requests identified in #6 above.

## **X. NURSE SUPPLEMENTS**

### **GEOGRAPHIC:**

In the Department of Mental Health, the Employer reserves the right to implement a geographic supplement of up to 10% of the hourly rate of the first step in the pay range of the Psych M/R Nurse classification. The supplement will be paid for one calendar year from the successful completion of the initial probationary period or in the case of a transferred or promoted employee from another agency after 180 calendar days. At the end of one year the geographic supplement will discontinue.

The geographic supplement may be a different percentage at each (BHO) Behavioral Healthcare Organization site based on the problems and competition when recruiting nurses. The Department may change the geographic percentage as needed for the purposes of recruitment. The change shall not be more than biannually.

The sole purpose for this supplement is for recruitment of nurses. The supplement does not apply to existing Psych M/R nurses employed with the Department

### **WEEKEND:**

When mutually beneficial and agreed upon locally by Management and the Union, a supplement may be available for employees working exclusively three (3) twelve (12) hour shifts covering weekends. The definition of weekend shall be determined locally for purposes of this section.

## **XI. ESTABLISHED TERM IRREGULAR**

The Ohio Department of Mental Health and SEIU, District 1199 agree at all locations to the use of the appointment type Established Term Irregular (ETI). The parties may meet at any time, by mutual agreement, to make changes to this agreement.

The following sets forth the description of the appointment type and the agreement between the parties:

1. Classifications - any classification covered by the collective bargaining agreement between the parties is eligible to be placed in this appointment type.
2. Length of appointment - the length of the appointment will not exceed 10 consecutive months unless extended by mutual agreement of the parties. A meeting to extend the appointment may be held with the local labor-management group or by contacting the Union's state coordinator
3. Schedule/Use of - an employee with this appointment type may/may not have a fixed schedule. The purpose of this appointment type is to supplement the work force and shall be used in the following ways only:
  - To fill in for employees who are on any form of leave.
  - To staff holidays after regular full and part time staff have requested off.
  - To staff training either mandated or otherwise.
  - To assist staff with the preparation for JFAHO, HCFA, or survey types.
  - To avoid mandated overtime.
  - To staff for other unforeseen operational emergencies (e.g. weather, admissions, probates, etc).

If the Department chooses to use this appointment type in any other manner it will contact the Union and set up a meeting. There must be mutual agreement at this meeting.

### **RIGHTS:**

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

- Same base rate of pay for the appropriate classification.
- Rate of pay would be held at the first step of the pay range unless the employee was already an advanced step.
- Just cause for discipline. The employer will follow the normal disciplinary grid.
- All appropriate leaves will be accrued on a prorated basis.
- Health benefits will be prorated as they are for part time employees and Benefits Trust if applicable/qualified.
- Would qualify for O.I.L or Workers' Compensation as long as all requirements were met and would be paid based on the standards established by each program.
- Will have a contractual right to bid on vacant positions per Article 30 after working 960 hours in their current appointment period.
- Time worked in this appointment type shall be credited toward the initial probationary period and be counted as bargaining unit seniority if the employee holding this appointment type becomes a full or part time permanent employee (Refer to Article 28).
- An employee in this appointment type will be a bargaining unit member for the period of this appointment only.
- In the event of a layoff, this appointment type will be laid off first before permanent full and part time employees in the same classification(s).

**THIS APPOINTMENT TYPE WOULD NOT:**

- Have the right to have any overtime protections per Article 24.
  - Get premium pay for work on a holiday unless they worked a 40 hour week and the SCHEDULED day before and the SCHEDULED day following the holiday.
  - RECEIVE BEREAVEMENT UNLESS THE EMPLOYEE IS WORKING A 40-HOUR SCHEDULE AND ONLY FOR DEATH OF A SPOUSE, BIOLOGICAL PARENT OR CHILD.
  - Have any right to a fixed schedule, established number of minimum or maximum hours of work or guaranteed a number of weekend days off. Where possible, and if known, the Department will attempt to identify the days that an established term irregular will work based on the known requested scheduled days off of other employees.
  - Have any right to any shift work location, days off or weekend selection.
  - Have any protections regarding reassignment. An employee in this appointment type could be reassigned according to operational need.
  - Begin to accrue seniority until they were hired as full time or part time permanent.
  - Have recall rights per Article 29.
  - Will not have a probationary period until they are hired full or part time permanent.
  - Will not receive shift differential or hazard duty supplements.
4. Unclassified Service - employees in this appointment type are in the unclassified service but have the rights enumerated above.
  5. Grievance rights - Unless otherwise noted, this appointment type will have the right to grieve and arbitrate issues in accordance with Article 7 except as is noted in this agreement, and specifically, in the "would not have the right to" section.

**APPOINTMENT PERIOD:**

An employee holding this appointment type would have an appointment period of ten (10) months from the effective date of the appointment. At the end of the appointment date, the appointment would be canceled by a Personnel Action. The person shall not be re-appointed to this appointment type without at least a thirty (30) day break period. The Employer does not need just cause for ending the appointment at the end of the ten (10) months and the employee will be considered first for reappointment before hiring externally and will be reappointed based on operational need.

**CANVASS:**

Prior to the filling of these positions, the Department agrees to conduct a one-time canvass of existing intermittent and external interim positions to identify if these appointment types are interested in converting to the established term irregular position.





**MEMORANDA OF UNDERSTANDING  
BETWEEN  
ADULT PAROLE AUTHORITY  
AND  
DISTRICT 1199/SEIU**

As a result of agency specific negotiations conducted through the course of negotiations leading to a contract between District 1199\SEIU and the State of Ohio, the parties have agreed to the following:

1. During weapons qualification courses offered and authorized by the Adult Parole Authority, the APA shall provide a certified First Aid expert on the firing range.
2. The 9mm weapons program in effect at APA shall be expanded only at the Employer's discretion. Employees currently participating in the program shall be reimbursed for the cost of practice and duty ammunition to an amount equal to the amount paid for the purchase of practice and duty ammunition per employee for those employees utilizing weapons issued by the Agency.
3. The Adult Parole Authority shall attempt to equip all District Offices with computer terminal hook ups to the court system, where it is determined to be feasible and cost efficient by the Employer.
4. Any Parole Officer, within 90 days of required firearms qualification or recertification of weapons, shall be granted up to two hours of paid administrative leave for the purpose of weapons practice. The employee shall provide appropriate documentation of the weapons practicing.

**ADULT PAROLE AUTHORITY CAREER LADDER**

The parties agree that the Memorandum of Understanding signed on June 24<sup>th</sup>, 1999 and any subsequent addendums to such (one), shall be included in the Collective Bargaining Agreement between District 1199 and the State of Ohio.

**INTER-COUNTY TRANSFER PROCEDURE**

The Agency and the Union agree that the following procedure shall be used for filling vacancies by transfer from within the Adult Parole Authority, for movement of Parole Officers and Senior Parole Officers (Parole Service Coordinators).

When a vacancy has been determined by management to be filled, the following process shall occur commencing with the date of the Agreement.

1. This process allows for transfers from one county to another county or between field services, Parole Board or transportation positions. (e.g., An officer may canvass from a position infield services to a position with the Parole Board even within the same county.)
2. On January 1 and July 1 of each calendar year, the Personnel Officer shall canvass each and every Parole officer for transfers bids between county, which are to be filled from February 1<sup>st</sup> through July 31<sup>st</sup> and August 1<sup>st</sup> through January 31<sup>st</sup> respectively.
3. The canvass period will be for ten (10) work days. The requests for transfer must be sent to the personnel office via U.S. Mail postmarked during the canvass period and must be submitted on the appropriate canvass bid form. The employee may select to no more than five (5) counties for transfer.
4. The vacancy determined to be filled within the county shall be filled by the bid list by the parole officer with the most state seniority to the least state seniority. Vacancies shall be filled within six (6) weeks of acceptance when feasible, unless the Deputy Director approves a written request for an extension.
5. If the parole officer with the greatest state seniority accepts the position, the vacancy is filled. If the parole officer with the greatest state seniority rejects the offer, his/her name is withdrawn from the bid list that county only until the next canvass, and the vacancy is offered to the parole officer with the next greatest state seniority.
6. Parole officers who are in an initial or promotional probationary period shall not be permitted to transfer between counties until satisfactory completion of that probationary period, however, they must complete a canvass form during the period in order to be considered for transfer once they complete their probationary period.
7. If there is no bid list for a particular county, or the bid list has been exhausted, the personnel officer shall fill the vacancy with a new employee through the Parole Officer Assessment Center.

**INTRA-COUNTY TRANSFER PROCEDURE**

1. The Adult Parole Authority shall continue an Intra-county Transfer Procedure for the duration of this Agreement.
2. Intra-county Transfer is defined as a transfer from one unit to another unit, within the same county.
3. The intra-county transfers procedure shall apply to all employees classified as Parole Officers or Parole Service Coordinators who are not serving a probationary period.

4. The intra-county transfer procedure shall be utilized to fill all vacancies occurring where there is more than one unit in the same county.
5. Intra-county transfers will be conducted locally by the Regional Administrator.
6. The vacancy shall be posted internally for ten (10) calendar days. The posting shall identify the unit where the vacancy exists.
7. Employees must request a transfer in writing to the Regional Administrator during the posting period. It is not necessary to complete the State of Ohio Civil Service Application.
8. If an employee fails to submit a request to transfer at the time a vacancy is posted internally, they will not be eligible for the position in that unit until such time that another internal posting is conducted for that unit.
9. The position shall be awarded to the employee with the greatest state seniority. Vacancies shall be filled within six (6) weeks of acceptance when feasible.

Once an employee accepts an intra-county transfer they are not eligible to change units through intra-county transfer procedure for twelve (12) months. The Regional Administrator is responsible for maintaining employee transfer records.

The Intra-county transfer Process is an appropriate topic for discussion at the APA APC meetings. The parties agree that the issue shall be discussed for modification of the process. If an agreement is reached to modify the process, the parties agree that a Memorandum of Understanding shall be signed to effect the changes.

The parties agree that the subject of the use, distribution, and quantity of communications devices (i.e.: cellular phones and hand held radios) shall be a subject for discussion at the Agency Professional Committee and/or the Regional Professional Committees. The parties further agree that these committees will consider the following when developing or modifying the policy on usage of the equipment: reason to believe that a violation has occurred or will occur, imminent danger, and when deemed necessary by the supervisor.

Management agrees to make available bullet proof vests, on an as needed basis, and further agrees to maintain the cleanliness of those items.

The parties agree that no bargaining unit member shall be required to collect and handle urine in an offender's residence.

The issue of specialized training shall be a topic of discussion at the Regional Professional Committee meetings.

#### **Cell Phones**

Effective with the submission of the biennium budget 2002-2003, the Division of Parole and Community Services, will seek funding to provide cell phones to those parole officers who supervise offenders or those whose job duties require them to be out of the office setting the majority of their work time or as deemed necessary by DP&CS. For those parole officers who have occasional or less frequent contacts in the community, cell phones will be available for their use on an as needed basis.

#### **Expansion of Senior Level Officers**

Effective with the submission of the biennium budget 2002-2003, the Division of Parole and Community Services, shall seek additional senior officer positions. The additional senior officers may be utilized to cover for absences within the regions, due to vacancies, training and other identified areas, DP&CS will share the request with the Union at the time of submission.

DP&CS and the Union agree to meet and confer through the APA/APC regarding the screening criteria used to award senior officer positions. Furthermore, should any changes in the criteria occur during the life of the contract, the Union shall be notified and given thirty (30) days to comment on such changes.

#### **Liability Issues**

No later than June 1, 2000, the parties agree to meet and submit to the Attorney General's Office the liability issues related to the following:

1. Transportation of offenders
2. Transportation of urine
3. Proper insurance coverage for personal vehicle usage.

Or any other question(s) as deemed appropriate by the parties. Once the Attorney General's opinion is issued, the parties agree to meet within twenty-one (21) calendar days to discuss the opinion.

#### **Safety Equipment Committee**

Management and labor agree to establish a joint committee to study and review the type of weapons to be used by parole officers and whether an equipment allowance should be provided for the purchase of safety equipment, including but not limited to weapons, body armor, and flashlights. Additionally, the committee will review the issue of a clothing allowance. The committee will make recommendations to the Division of Parole and Community Services for approval.

The committee shall convene no later than July 1, 2000, and present recommendations to the Division of Parole and Community services not later than December 1, 2000.







**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE DEPARTMENT OF REHABILITATION AND CORRECTION  
AND  
DISTRICT 1199/SEIU**

**Nurse Uniforms**

In lieu of the provisions of Article 37, Uniforms, the Department of Rehabilitation and Correction shall annually, at the beginning of each fiscal year or as soon thereafter as possible, provide a lump sum payment of \$300.00 uniform allowance to employees in medical classifications. The allowance is to cover the costs of both uniforms and shoes. The types of uniforms and provisions for the wearing of uniforms shall be covered in policies developed by the Agency.

**Weekend Suicide Coverage**

In cases where there are not employees regularly scheduled to work on weekends and holidays, suicide coverage, for those periods, will be rotated between the employees within the MH clusters or within geographical area. Where a bargaining unit employee is required to provide weekend suicide coverage, the employee shall be in a stand-by status for two (2) hours on both Saturday and Sunday, as determined by DR&C. The employee shall be compensated for these hours pursuant to the stand-by pay provision of this Agreement, Section 43.05.

If the employee is required to report to a facility they shall be paid pursuant to the Call Back pay provision of this Agreement, Section 43.06. If the employee is required to report to an institution other than their home institution, they may be eligible for travel pay under Article 21. Employees who receive call back pay shall not receive stand by pay for the same day.

**Shift Bidding Procedures**

Pursuant to Section 24.17, the following process shall be used within the Department of Rehabilitation and Correction to canvass for shift openings.

1. Shift includes hours of work, including weekends, days off and variable shifts.
2. All shift openings shall be posted in a conspicuous place accessible to all employees. Copies of the shift opening shall be forwarded to the Union at the time of posting.
3. All bids for the shift opening shall be submitted to the designated supervisor within the posting period.
4. Shift openings shall be posted for a period of seven (7) days. The close of the posting period shall be a least fourteen (14) days prior to the beginning of the shift opening. This provision may be waived by mutual agreement of the successful candidate for opening and the respective supervisor.
5. Shift openings shall be posted and filled by employees in the job classification of the opening prior to the opening being offered to promotions, demotions, transfers or new hires.
6. Shift openings shall be filled by the qualified employee within the classification at the worksite having the greatest State seniority who desires the opening.
7. In the event that there are no acceptable candidates for a shift opening, management retains the right to utilize Section 24.18 of the Agreement to provide coverage.
8. These Procedures may be modified by mutual agreement of the parties.

**Emergency Pay**

In cases where unforeseen circumstances exist, and the Director or DR&C declares that a emergency exists which affects health and safety at a prison, employees required to work or required to stay at work during the emergency shall receive pay at 1 ½ times the hours worked during the emergency. Any hours worked during such an emergency, which would otherwise be subject to the overtime provisions of this Agreement, shall be paid at two (2) times the normal rate of pay for those hours.

**Assignment Openings**

Effective with the ratification of this Agreement, the parties agree to continue discussions, at APC meetings, regarding assignment openings.



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE REHABILITATION SERVICES COMMISSION  
AND  
DISTRICT 1199, SEIU**

**Rehabilitation Program Specialist**

The minimum class requirements for a Rehabilitation Program Specialist 1 (RPS 1) are completion of graduate degree in a human services area (e.g., rehabilitation counseling, counseling, social work, rehabilitation teaching, communication disorders special education, guidance and counseling, psychology, sociology, social work, child and family community services) as required by an accredited college or university or; completion of graduate-level coursework in other related vocational rehabilitation area (e.g., rehabilitation management /administration) from an accredited college or university.

RPS 1's in RSC responsible for development and coordination of regional, area and/or statewide programs of rehabilitation, the development of program policies and procedures for assigned programs, and the establishment of program goals, will be promoted to a RPS 2 after serving a two (2) year period as a RPS 1 responsible for development and coordination of regional, area, and/or statewide programs of rehabilitation, provided he/she meets the same educational qualifications required for the RPS 1.

RPS positions with statewide or regional responsibilities at RSC may be located in a field location.

**Vocational Rehabilitation Counselor**

It is understood that all individuals who are hired as permanent full-time or permanent part-time VRC 2's after the effective date of this contract will serve a one (1) year probationary period. It is understood that permanent part-time status is prorated towards the probationary period and advancement in the Career Ladder. It is further understood that for the purpose of fulfilling the time requirement in the probationary period and Career Ladder the requirement is computed based upon 2080 active pay status hours per year. There will be no probationary period in the VRC 3 or VRC 4 level. Reassignment to subsequent levels will be automatic based on meeting the following minimum qualifications which have been adopted by the State and are outlined throughout this Memorandum of Understanding. In addition, some positions required foreign language requirements and sign language skills. Pay supplements for those skills will be done in accordance with contractual provisions.

It is understood by the parties, the creation of a Vocational Rehabilitation Associate Counselor (VRAC) is to meet mutually agreed upon needs of RSC and the Union to enable the hiring and training of future VRCs. It is the intent of RSC to actively recruit for VRCs. The VRAC will not be used to reduce the need for VRC's. The VRAC will attend classes to earn the appropriate Masters degree so that at the completion of the Masters degree the individual can be assigned VRC duties. The parties agree the VRAC is a pilot project for three (3) years beginning July 1, 2000. For the first two (2) years of the project RSC may hire VRACs. Prior to hiring for the third year, the effectiveness of the VRAC pilot project will be discussed. In the third year of the pilot the parties may agree in a Memorandum of Understanding to make the VRAC, a permanent mechanism for recruiting VRCs.

Both parties understand that the agreement to this Memorandum of Understanding precludes either party to challenge the salary ranges of the Vocational Rehabilitation Counselor in Accordance with Article 39 through the life of this agreement.

It is further understood that the pay ranges for the VRC classification series will be as follows:

<b>CLASSIFICATION</b>	<b>PAY RANGE</b>
VRAC	8
VRC 1	9
VRC 2	10
VRC 3	11
VRC 4	12

Current VRC 2s and 3s hired as VRCs with RSC prior to June 30, 1986, will be reclassified to VRC 4s effective with the pay period that includes June 1, 2000. After the reassignment of the above outlined VRC 2's and 3's to VRC 4's, all remaining VRC 1s and VRC 2s who are not at the last step of the pay range will receive an additional step increase the pay period that includes June 1, 2000, and this will not affect their normal step progression. The specific requirements for reassignment are outlined throughout this Memorandum of Understanding. The date of reassignment is effective when the counselor achieves the final requirement of those listed. If the final requirement is a graduate degree then the date of reassignment will be the date the degree is conferred. If the final requirement is the successful completion (i.e., a grade of B or better) of additional coursework the date of reassignment will be the

date the last course is successfully completed. The reassignment will be effective the beginning of the pay period the final requirement is achieved.

Vocational Rehabilitation Associate Counselor (VRAC) - Bachelors degree with a 3.0 Cumulative Grade Point Average or coursework working toward an appropriate Masters degree. The goal is to have a VRAC who is eligible to earn an appropriate Masters degree. The VRAC can also function as a Associate Rehabilitation Teacher or Associate Employer Services Specialist. VRCs and RPSs with RSC are not eligible to bid on the VRAC position. Selection will be first from the external 1199 State of Ohio employees who meet the minimum qualifications and selection requirements as outlines in the vacancy provisions of the contract. New hire selection for the VRAC will only be considered from internal non-1199 RSC employees and current vocational rehabilitation consumers who meet the minimum qualifications and RSC's selection procedure.

The VRAC will be an associate position with an initial probationary period up to two (2) years. It is the intent of the VRAC to complete the appropriate Masters degree within two (2) years. By mutual agreement, this two (2) year period could be extended per individual circumstances. With continued acceptable job performance, the VRAC will receive a step increase after 180 days and then on a yearly basis. During the probationary period, the VRAC will be expected to attend classes to obtain a Masters degree in an appropriate Masters degree program. RSC will pay associated costs and provide release time up to twenty (20) hours per week for the VRAC to obtain the degree. It is understood that failure to complete the Masters degree in two (2) years will be considerable just cause for discipline which may result in termination, which is non-grievable.

If the VRAC voluntarily does not work for the Rehabilitation Services Commission for one (1) year after the confirmation of the degree for each year the RSC pay for the VRAC to attend Masters classes, the RSC may require the employee to pay back the associated cost incurred by the RSC for the employee to attend Masters degree classes. Costs included in the pay back would include but are not limited to the costs of tuition, books, and fees but does not include wages and travel expenses. Prior to employment as a VRAC, the pay back obligation will be explained in writing to the applicant.

After completion of the degree, the VRAC will be reassigned as a VRC 2. The individual will be required to take the Civil Service test as established by Civil Service Law. Placement of the individual will be at the VRACs current office. The parties agree the placement of the individual is non-grievable. The VRC 2 promotee will have a one (1) year promotional probationary period as a VRC 2 beginning with the assignment of VRC 2 training and/or duties. The probationary period will be treated as an initial probationary period. Failure to complete the probationary period as a VRC will result in termination, which is non-grievable.

The VRC 2 position will be the entry-level VRC position for those that have the appropriate Masters degree. VRC 1s hired prior to May 31, 2000, will become VRC 2s after one (1) year of service with RSC. Masters degree in Human Services (e.g. Rehabilitation Counseling, Counseling, Social Work, Psychology, Sociology, Special Education, Communication Disorders, Rehabilitation Teaching) or current certification as a Certified Rehabilitation Counselor (CRC).

Employer Services Specialist and Rehabilitation Teacher have an additional minimum qualifications outlines for each parenthetical position. All VRC 2s hired or reassigned from VRACs after May 31, 2000, will have a probationary period of one year as an initial probationary period (see VRAC). New hire VRC 2 will receive a step increase per contractual provisions. VRC 2s who are reassigned from VRACs will receive a step increase after completion of the one (1) year probationary period.

VRC 2 (Rehabilitation Teacher) - Additional minimum qualifications: 3 courses in interviewing (or 3 months experience); 3 courses in evaluation and appraisal techniques (or 3 months experience); 1 course in teaching theories and techniques for visual and/or physically handicapped (or 1 month experience); 1 course in Public Relations (or 1 month experience); 300 hours training in nature and implications of physical and mental disability (or 3 months experience); 300 hours training in homemaking skills (or 3 months experience). May require 100 hours training in typing (or 1 month experience); 100 hours of training in crafts (or 1 month experience); 100 hours training in operating household appliances (or 1 month experience) if position involves training of clients in these areas.

VRC 2 (Employer Services Specialist) - Additional minimum qualifications are two (2) courses in business (or six (6) months experience.)

VRC 3 Masters degree in Human Services (e.g. Rehabilitation Counseling, Counseling, Social Work, Psychology, Sociology, Special Education, Communication Disorders, Rehabilitation Teaching) or current certification as a Certified Rehabilitation Counselor (CRC). If the graduate degree is not in Rehabilitation Counseling then four (4) graduate level courses from a Council on Rehabilitation Education (CORE) accredited Rehabilitation Counseling Program are required. There are six (6) curriculum areas from which the four courses may be selected. They are: (1) Foundation of Rehabilitation Counseling, (2) Counseling Services, (3) Case Management, (4) Vocational and

Career Development, (5) Assessment, and (6) Job Development and Placement plus for VRCs hired prior to May 31, 2000, will require two (2) years experience as a VRC 2 with RSC and VRC's hired after May 31, 2000 will require three (3) years of experience as a VRC 2 with RSC to be a VRC 3. It is understood that if any of the courses from the six (6) curriculum areas were taken in the graduate training from a core accredited Rehabilitation Counseling Program then the employee does not have to substitute or retake the course. (Employer Services Specialist) (Rehabilitation Teacher) To be assigned or transferred as an Employer Services Specialist or Rehabilitation Teacher one must have the additional minimum qualifications outlined in the VRC 2 for the appropriate parenthetical position.

VRC 4 - Masters degree in Human Services (e.g. Rehabilitation Counseling, Counseling, Social Work, Psychology, Sociology, Special Education, Communication Disorders, Rehabilitation Teaching) or current certification as a Certified Rehabilitation Counselor (CRC). If the graduate degree is not in Rehabilitation Counseling then four (4) graduate level courses from a Council on Rehabilitation Education (CORE) accredited Rehabilitation Counseling Program are required. There are six (6) curriculum areas from which the four (4) courses may be selected. They are: (1) Foundations of Rehabilitation Counseling, (2) Counseling Services, (3) Case Management, (4) Vocational and Career Development, (5) Assessment, and (6) Job Development and Placement, plus for VRCs hired prior to May 31, 2000 the requirement of seven (7) years experience as a VRC 2 or above with RSC or five (5) years experience as a VRC 3 with RSC; plus for VRCs hired after May 31, 2000, will require eight (8) years of experience as a VRC 2 or above with RSC to be a VRC 4. It is understood that if any of the courses from the six (6) curriculum areas were taken in the graduate training from a core accredited Rehabilitation Counseling Program then the employee does not have to substitute or retake the course. (Employer Services Specialist) (Rehabilitation Teacher) To be assigned or transferred as a Employer Services Specialist or Rehabilitation Teacher one must have the additional minimum qualifications outlined in the VRC 2 for the appropriate parenthetical position.

#### **RSC - FLEX-TIME**

The parties agree that the issue of flex-time shall be addressed through the current policy. Any changes to the flex-time policy have to be discussed at the statewide Agency Professional Committee.

#### **MEMORANDUM OF UNDERSTANDING BETWEEN THE OHIO VETERANS HOME AND DISTRICT 1199/SEIU**

The Ohio Veterans Home agrees to provide payment/voucher to full-time permanent employees in the classifications of Nurse 2, Nurse 3, Dietitian and Dietetic Technician for the purchase of Lab Coats and Nursing Shoes. The payment shall consist of an annual payment of one hundred twenty-five (\$125) dollars for Lab Coats and Nursing Shoes. The annual payment will be made with the pay period which includes September 1 of each year to those employees who have completed their probationary period.

Part-time permanent employees in the classification of Nurse 2, Nurse 3, Dietitian and Dietetic Technician will receive a pro-rated amount. The agency reserves the right to determine the type of attire to be worn.

The Ohio Veterans Home agrees to discuss mutual interests in Labor/Management Committee regarding the scheduling of social workers in meeting the needs of residents/clients within ninety (90) days of the ratification of the contract.

#### **MEMORANDUM OF UNDERSTANDING BETWEEN THE OHIO BUREAU OF WORKERS' COMPENSATION AND DISTRICT 1199/SEIU**

As a result of agency specific negotiations conducted through the course of negotiations leading to a Contract between District 1199/SEIU and the State of Ohio dated April 24, 1997, the parties have agreed to the following:

1. The Ohio Bureau of Workers' Compensation (Bureau) agrees to follow the District 1199/SEIU (District 1199) collective bargaining agreement in the event of a layoff. For the purposes of layoff and recall under Article 29 of the Agreement, the Industrial Rehabilitation Specialist ("Consultant") classification will be considered the same as or similar to the Industrial Rehabilitation Specialist ("Fee-For-Service") classification.
2. Flex-Time Policy

- a. Those hours of work which are identified by the staggered hours listed within the BWC/District 1199/SEIU Employees Handbook, Memo 1.03 "Hours of Work" will not be considered as "flextime" by the Bureau of Workers' Compensation. Management will continue to offer all staggered hours options identified by the BWC/1199 Employees Handbook, Memo 1.03 to all District 1199/SEIU employees who elect not to participate in the standard flextime agreement as outlined below.
- b. The standard flextime agreement for District 1199/SEIU (non-Fee-For-Service) employees shall consist of a five (5) day work week with core work hours. Core work hours shall be from 8:00 a.m. until 1:00 p.m. providing there will be coverage for their time off and there are no meetings scheduled on their time off. If training is scheduled, Management may require the employee to alter his/her schedule. District 1199/SEIU (non-Fee-For-Service) employees may flex their schedules up to forty (40) hours each week provided they adhere to the other provisions of this Agreement.
- c. District 1199/SEIU (non-Fee-For-Service) employees who elect to work flextime pursuant to this Agreement shall submit to their immediate supervisors a written statement of their intention to flex beginning with each quarter of the calendar year (i.e., January 1, April 1, July 1, October 1). If an employee elects to flex, the employee acknowledges that they must flex rather than incur the payment of overtime. If Management requires a District 1199/SEIU (non-Fee-For-Service) employee to work beyond forty (40) hours in a given work week, the employee will be compensated at a rate of one and one-half (1.5) times his/her regular rate of pay.
- d. District 1199/SEIU (non-Fee-For-Service) employees shall submit a ten (10) business day itinerary on a bi-weekly basis which details any out-of-the-office business calls (e.g., employer visits, worksite visits, calls on injured workers). Said itinerary shall be submitted to the employee's immediate supervisor no later than noon Wednesday preceding the first day of the next pay period. The supervisor shall evaluate the employee's itinerary and notify the employee of its approval or disapproval by or before noon on the Friday preceding the first day of the next pay period. If an employee does not submit a proposed schedule by noon Wednesday, it shall be assumed that the employee will work his/her normal staggered hour schedule.
- e. Any voluntary meetings or other meetings not required pursuant to the employee's classification specification or position description (e.g., QStP meetings, union meetings, grievance meetings) shall not be considered an out-of-the-office business call. An employee's immediate supervisor shall have the ability to alter an employee's previously approved flextime schedule to accommodate any unforeseen circumstance.
- f. District 1199/SEIU Fee-For-Service employees will continue to work their existing flextime hour schedules for the duration of the new 1997 District 1199/SEIU Contract.
- g. District 1199/SEIU and its constituent employees acknowledge and agree that the standard flextime agreement may be changed and/or discontinued based upon operational need after discussion at the BWC Agency Professional Committee.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE DEPARTMENT OF YOUTH SERVICES  
AND  
DISTRICT 1199/SEIU**

The parties agree that no bargaining unit member shall be required to collect and handle urine in an offender's residence.

As a result of agency specific negotiations the parties have also agreed to the following:

1. DYS agrees to provide a statewide working alone policy to the Agency Health and Safety Committee, before implementation.
2. DYS agrees to research and implement the use of cell phones in the regional offices. All decisions on the cell phones shall be determined by the Employer. The target date of implementation shall be no later than July 1, 2001.

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