PREAMBLE

This Agreement is made and entered into at Columbus, Ohio between ~~Michael DeWine,~~ the Attorney General of the State of Ohio, hereinafter referred to as the Employer, and the Ohio Civil Service Employees Association (OCSEA), Local 11, AFSCME, AFL-CIO, hereinafter referred to as the Union.

The purpose of this Agreement is to promote harmonious relations between the Employer and the Union, to create an equitable and peaceful procedure for the resolution of disputes, and to establish wages, hours and other terms and conditions of employment. The Employer, the Union and each employee will cooperate fully to serve the citizens of the State of Ohio in carrying out the unique functions of the Office of the Attorney General (AGO) and will use their best efforts to assure the proper and uninterrupted operation of the office and to promote mutual respect and fair dealing among themselves.

ARTICLE 1
DEFINITIONS

As used in this Agreement,

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

"Base Pay Period" means the pay period that includes the first day of December.

"Base Rate of Pay" means the schedule rate.

"Continuous Service" means service that begins on the date the employee last commenced work as an employee of the Employer and since which the employee has remained in the service of the Employer. The following constitutes breaks in service with the Employer:

a) resignation by the employee;
b) discharge of the employee;
c) retirement by the employee; or
d) layoff beyond the date for recall from layoff.

"Day" means calendar day.

"Demotion" means movement of an employee to a position in a classification with a lower pay range than that which the employee currently holds and the adjustment of the employee's pay rate in the lower pay range.

"Emergency" means any event or condition which is declared by the Governor of the State of Ohio, or the Governor's designee, to constitute a threat to the health, safety and welfare of the State or its citizens.

"Employee" means a member of the bargaining unit.

"Employer" means the Attorney General of the State of Ohio.

"Family" means an employee's:

- Spouse, or significant other
- Grandparents
- Great Grandparents
- Siblings and their spouses
- Grandchildren
- Parents

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- Children and children's spouses
- Step Parents
- Step Children
- Step Siblings
- Legal guardian of the person who stands in place of a parent

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The definition further includes an employee's spouse's: Parents, siblings or their siblings' spouses.

"Full-Time Employee" means an employee whose regular hours of duty total 40 hours in a week and whose appointment is not for a limited period of time.

"Lateral Classification Change" means movement of an employee within the Employer from one classification to another classification with the same pay range.

"Nepotism" means that no employee shall authorize or use the authority or influence of their position to secure employment of a person closely related by blood, marriage, or other significant relationship, including business associates, to serve in any position within the Attorney General's Office. Employees may not work in the same section with their:

- Spouse
- Parents
- Step Parents
- Siblings and their spouses
- Grandchildren
- Children
- Grandparents
- Step Children
- Aunts, Uncles, Nieces, Nephews

"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, the period an employee is receiving disability benefits and disability separation.

"P.C.N." means the position control number assigned to a specific position.

"P.C.N. Change" or "position change" means the employee is assigned to another section with the Employer and maintains the same classification.

"Part-Time Employee" means an employee whose regular hours of duty are less than 40 hours a week and whose appointment is not for a limited period of time.

"Pay Period" means the 14-day period of time during which the payroll is accumulated.

"Probationary Period" means a period of time at the beginning of an original appointment or immediately following a promotion, that constitutes a trial or testing period for the employee, and following which the employee may be terminated (in case of an original appointment) or reduced (in case of a promotion). This term is applied to certified and provisional appointments, and not to unclassified appointments.

"Promotion" means movement of an employee to a posted vacancy in a classification with a higher pay range.

"Position Reclassification" and "Reclassification" mean the act of changing the classification assigned to a position and the incumbent. Reclassification may be the result of change in or addition of classifications to the classification plan, or as a result of a position audit or classification change. A reclassification does not constitute a change in position control number or require a probationary period.

"Schedule Rate of Pay" means the rate of compensation applicable to an employee's pay range and step, as set forth in Appendix D.

"Separation" means any voluntary or involuntary termination from service with the Employer including resignation, retirement, removal from service, and layoff from service, but does not include death of an employee.

"Temporary Employee" means an employee who is appointed for a temporary period and a specified duration, except when the temporary employee is doing the work of an employee on approved leave of absence.

"Total AGO Service" means continuous service with the Office of the Attorney General.

"Total Rate of Pay" means the base rate of pay, plus longevity and any other applicable pay supplements.

"Total State Service" means continuous service with the State of Ohio.

"Vacancy" means an opening in a permanent full-time or permanent part-time position within the bargaining unit which the Employer decides to fill and does not include those positions identified through mutual agreement between the Union and the Employer.

"Work Day" means Monday, Tuesday, Wednesday, Thursday, and Friday but not including holidays the administrative offices are closed.

"Year" means calendar year.

"Year's End" means the last day of the pay period preceding the base pay period.

ARTICLE 5
UNION DUES

Section 5.1 Dues Deduction. The Employer will deduct bi-weekly membership dues payable to the Union upon receipt of a voluntary written individual authorization from any bargaining unit employee ~~on a form mutually agreed to by the Union and the Employer~~ on a form developed and maintained by the Union. The form shall comply with all applicable federal, state, and local laws and regulations. The Union shall ensure that the form contains sufficient identifying information in order to allow the Employer to identify the employee named on the form in order to permit proper processing of the form. If such information is not provided, then the Employer is not obligated to deduct membership dues. Employee membership in the Union is voluntary and not a condition of employment.

The Employer will also deduct bi-weekly voluntary contributions to the Union's political action committee (P.E.O.P.L.E.) upon receipt of a voluntary written individual authorization from any bargaining unit employee ~~on a form mutually agreed to by the Union and the Employer~~on a form developed and maintained by the Union. The P.E.O.P.L.E. form shall comply with all applicable federal, state, and local laws and regulations. The Union shall ensure that the P.E.O.P.L.E. form contains sufficient identifying information in order to allow the Employer to identify the employee named on the P.E.O.P.L.E. form in order to permit proper processing of the P.E.O.P.L.E. form. If such information is not provided, then the Employer is not obligated to deduct P.E.O.P.L.E. contributions.

Employees recalled from temporary or seasonal layoff or returning from a leave of absence shall resume payroll deductions of Union dues

or representation fees, commencing the first pay period of work. When an employee enters the bargaining unit for any reason, the Employer shall notify the employee of this Article and provide the employee the appropriate deduction cards. Membership dues shall be deducted immediately upon receipt of a voluntary written individual authorization form from the employee.

Section 5.2 Indemnification. The Union shall indemnify the Employer against any and all expenses, claims, lawsuits or forms of liability whatsoever that shall arise out of or by reason of action taken or not taken by the Employer in compliance or attempted compliance with the provisions of this Article.

ARTICLE 7
LABOR-MANAGEMENT COMMITTEE

Section 7.1 Attorney General's Committee. The parties agree to establish a Labor-Management Committee, consisting of an equal number of management and Union representatives. The Committee shall meet as necessary but no less often than quarterly to accomplish its purposes.

Section 7.2 Purpose of the Committee. The purpose of the Committee is to provide a means for continuing communication between the parties and to promote a climate of constructive employee-employer relations. Topics to be discussed by the Committee include, but are not limited to, the following:

a) The administration of this Agreement;
b) Changes contemplated by the Employer which may affect bargaining unit employees;
c) The future needs and programs of the Employer;
d) General information of interest to the parties;
e) Discussion of the views of bargaining unit employees and suggestions on subjects affecting those employees;
f) Classification study and training and development needs; and
g) Proposed work rules will be an appropriate subject for discussion; and
h) Such other items as the parties may mutually agree to discuss.

This Committee will be co-chaired by a Union and an Employer representative. The agenda for each meeting shall be jointly prepared by the co-chairpersons five (5) days in advance of the meeting.

The Committee may review any studies completed by statewide Committees and may seek to implement any recommendations, if appropriate to the Attorney General.

Reasonable time shall be allowed during work hours of members of any committee established by this Agreement to caucus immediately before the meeting. Such caucus time shall be mutually agreed to prior to the scheduled meeting.

Section 7.3 Time off. Unless mutually agreed otherwise, such meetings shall be held during normal work hours.

ARTICLE 15
DISCIPLINE

Section 15.1 Standard. The Employer will not discipline an employee without just cause.

Section 15.2 Progressive Discipline. The Employer will ordinarily observe the principle of progressive discipline with the following steps:

1) Written reprimand,
2) Suspension,
3) Termination.

However, discipline imposed shall be commensurate with the offense.

Section 15.3 Administrative Leave. Upon verbal notification followed within twenty-four (24) hours by a written statement of the reasons, an employee may be placed on administrative leave with pay. The employee will not lose any pay, fringe benefits, or seniority when placed on administrative leave. Administrative leave may be instituted as the result of the Employer's reasonable belief that the employee committed acts or omissions of a serious nature which would warrant removal of the employee from the workplace. Administrative leave with pay imposed pursuant to this Article shall be for the purpose of investigating the conduct or performance of the employee prior to the imposition of discipline.

Administrative leave with pay shall not be considered discipline and is not subject to the grievance procedure as long as no loss of pay or benefits is incurred by the employee.

The leave under this Section shall be in accordance with Ohio Revised Code Section 124.388.

Section 15.4 Pre-disciplinary Conference. Prior to the imposition of a suspension of three (3) days or more, or a termination, the Employer shall give written notice of a pre-disciplinary conference to the affected employee and the Union. The written notice shall set forth the recommended disciplinary action, a statement of the acts or omissions of the employee giving rise to the discipline, a list of witnesses to the event or act known at that time, documents known of at that time used to support the possible disciplinary action, and the date, time and place of the conference. The notice shall also state that the employee has a right to Union representation at the conference. The conference will be held at a location determined by the Employer.

The conference shall be scheduled no earlier than three (3) calendar days following the notice to the employee. Failure to appear at the conference will result in a waiver of the right to a conference. An employee or his/her representative may make a written request for a continuance of up to forty-eight (48) hours. A continuance shall not be unreasonably requested or denied. The parties may mutually agree to a continuance longer than forty-eight (48) hours.

At the beginning of the conference, the Employer shall present the reasons for the proposed disciplinary action. The employee shall then be afforded an opportunity to respond to the charges and to present reasons why discipline should not be imposed.

Prior to the meeting, the employee and his/her representative shall be informed in writing of the reasons for the contemplated discipline and the possible form of discipline. The Appointing Authority's designee shall conduct the meeting. The Union and/or the employee shall be given the opportunity to comment, refute or rebut.

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

Within ten (10) work days after the conference, the Employer shall notify the employee and the Union of the final disposition of the matter. Notification of final disposition may be extended for a reasonable time, with written notice to the Union.

It is agreed by the parties that the pre-disciplinary conference procedure is intended to give an employee an opportunity to respond to charges prior to the imposition of discipline and is not a substitute for the grievance and arbitration procedure. The pre-disciplinary conference may be recorded only upon mutual agreement of all the participants.

Section 15.5 Records of Disciplinary Actions. A record of any disciplinary action will be removed after two (2) years, upon written request of the employee, provided that no disciplinary actions of any kind are taken against the employee during the intervening two (2) year period. Periods of leave for more than fourteen (14) consecutive days, except for approved vacation leave, shall not be used in calculating the retention period. Any record which is not removed on the date required by the foregoing provision shall cease to have any force and effect. This section shall apply to records placed in an employee's file prior to the effective date of this Agreement.

Section 15.6 Polygraph/Drug Tests. No employee shall be required to take a polygraph, voice stress or psychological stress examination as a condition for retaining employment, nor shall an employee be subject to discipline for refusal to take such tests. Unless mandated by federal grants, there will be no random drug testing of employees covered by this Agreement.

Section 15.7 Employee Assistance Program. In cases where disciplinary action is contemplated, the Employer may consider delaying or modifying the proposed discipline if an employee elects to participate in an appropriate Employee Assistance Program (EAP).

If the Employer decides to delay or modify discipline contingent upon participation in an Employee Assistance Program, upon completion of the program the Employer will meet with the employee to inform the employee of the final disposition of the matter.

ARTICLE 16
GRIEVANCE PROCEDURES; ARBITRATION

Section 16.1 Grievances. A grievance is any disagreement or dispute between the Employer and Union or any employee affecting terms and conditions of employment or regarding the application, meaning or interpretation of this Agreement. Grievances may be presented by an employee or group of employees or the Union on behalf of an employee or group of employees. An employee is entitled to Union representation at any step of the grievance procedure. All grievances shall specify the article or section of the Agreement alleged to have been violated and, on request, the names of the affected employees.

Section 16.2 Procedure. A grievance must be presented at Step One within ten (10) work days after the occurrence which gave rise to the grievance, except that when an employee first becomes aware, or in the exercise of reasonable diligence should have become aware, of its occurrence at a later date, the grievance may be filed within ten (10) work days of that time, but in no event more than thirty (30) calendar days after the occurrence of the event which gave rise to the grievance. If being on an approved, paid leave prevents an employee from learning of a grievable event; the time limit shall be extended by the number of days of the leave, but in no event to exceed sixty (60) calendar days after the occurrence of the grievable event.

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

The mailing or faxed grievance appeal form shall constitute a timely filing if it is postmarked within the appeal period. Likewise, the mailing of the answer shall constitute a timely response if it is postmarked or faxed within the answer period. The word "day" as used in this Article means work day except where otherwise specified, and work days shall be counted by excluding the first and including the last day. When the last day falls on a Saturday, Sunday or holiday, the last day shall be the next day which is not a Saturday, Sunday or holiday.

It is the goal of the parties to resolve grievances at the earliest possible time and the lowest level of the grievance procedure. Verbal and written reprimands are only grievable through Step 2.

Step One
The grievance shall be initially presented in writing and will be delivered or faxed to the Director of Human Resources, or his/her designee, who will forward a copy to the chief of the section in which the grievance arose, or his/her designee, or to the managers of the regional offices, or his/her designee, if appropriate. Upon request of the grievant, the grievant's steward may be present. The section chief or manager of the regional office, or their designee, shall respond in writing to the employee and the Union within ten (10) work days from the date on which the grievance is presented.

Step Two
If the grievance is not resolved in Step One, it shall be presented in writing by the Union to the Director of Human Resources, or his/her designee, within ten (10) work days after receipt of the response of the Section Chief or his/her designee. The Director of Human Resources, or his/her designee, shall within ten (10) work days discuss the grievance with the Union and the employee and shall give a written response within ten (10) work days after such discussion is held. If the Union is not satisfied with the decision of the Director of Human Resources, or his/her designee, it may submit the grievance to impartial arbitration by written notice to the Director of Human Resources, or his/her designee, within thirty (30) work days after receipt of the decision of the Director of Human Resources, or his/her designee. Any grievance so appealed and not scheduled for arbitration within ninety (90) days of the date of appeal shall be considered withdrawn by the Union, unless the Union has made a good faith effort to schedule arbitration within ninety (90) days or the parties mutually agree otherwise.

Section 16.3 Arbitration. Upon the Human Resource Director's receipt of the Union's arbitration notification, the parties will request the American Arbitration Association (AAA), State Employment Relations Board (SERB) or Federal Mediation and Conciliation Service (FMCS District 15) to submit a panel of seven (7) arbitrators from which the Employer and the Union shall select one (1) by the process set forth below. The parties may at any time select an impartial arbitrator by mutual agreement. If agreement cannot be reached as to one (1) mutually acceptable arbitrator, the arbitrator will then be selected by the representatives of the parties alternately striking names from the panel supplied until one (1) name remains, who shall be the arbitrator. The order of striking names from the list shall be determined by a coin toss. Each party

retains the right to reject one (1) panel in its entirety and request a new panel be submitted.

The Employer and the Union agree that it is important to process grievances in a timely fashion and to move promptly through the arbitration process. The procedure in this section is intended to provide a prompt and economical arbitration process, but when disputes do not involve interpretation of the Agreement and especially in individual discipline matters, the parties will seek to encourage a further expedited arbitration process, which may include, e.g., unrecorded hearings, no briefs, bench decisions.

Section 16.4 Witnesses, Evidence, Expenses. Employee witnesses reasonably requested by the Union will be given time off with pay for the time which the employee witnesses are required to attend the arbitration during their regularly scheduled work hours. The Union may request the production of specific documents which are relevant to the grievance and reasonably available to the Employer, and such request shall not be unreasonably denied.

Fees and expenses of the arbitration shall be borne equally by the Employer and the Union, including the fees and expenses of the arbitrator and hearing room and other expenses related to the arbitration proceedings.

If one (1) party desires a stenographer or transcript for the proceedings, the total cost of such transcript shall be paid by the party desiring the service. If the other party desires a copy, then the total cost of both stenographer and transcription shall be shared equally by the parties.

Section 16.5 Decision. The arbitrator shall be requested to render a decision as quickly as possible but, in any event, no later than thirty (30) calendar days after the conclusion of the hearing, unless the parties agree otherwise.

Section 16.6 Arbitration Jurisdiction. Only disputes involving the interpretation or application 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. The arbitrator shall not substitute the arbitrator's discretion for that of either party or impose on either party a limitation of obligation not specifically required by the express language of this Agreement. The arbitrator's decision shall address itself solely to the issue or issues presented and shall not impose on 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. The arbitrator's decision shall be final and binding, provided such a decision does not exceed the jurisdiction of the arbitrator as set forth herein.

Section 16.7 Notification. The Union will be responsible for notification to the grievant and to the grievant's witnesses of the time and place of the arbitration hearing.

Section 16.8 Time Limits. Grievances may be withdrawn at any step of the grievance procedure, and those which are not appealed within the designated time limit will be considered withdrawn. The Employer's failure to respond within the designated time limit shall automatically advance the grievance to the next step.

Section 16.9 Time Off, Meeting Space and Telephone Use. A grievant or Union steward will be permitted reasonable time without a loss of pay during working hours to process or investigate grievances. Witnesses whose testimony is necessary to the Union's presentation or argument will be permitted reasonable time without loss of pay to attend a grievance meeting or respond to the Union's investigation. Consistent with Article 4, Section 2, a steward shall not leave his/her work to investigate, file or process grievances without first notifying and making mutually agreed arrangements with his/her supervisor, as well as the supervisor of any work unit to be visited. Such arrangements shall not be unreasonably denied.

Upon request, the grievant and the Union steward shall be allowed the use of an available, appropriate room while processing a grievance. The Union steward shall be permitted the reasonable use of telephone facilities for investigating or processing grievances.

Section 16.10 Advance Grievance Step Filing. Certain issues which by nature are not capable of being 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. An employee with a grievance involving a suspension or a discharge may initiate the grievance at Step Two of the grievance procedure within 14 calendar days of notification of such action.

Section 16.11 Mutual Agreement. The Employer and the Union may, by written agreement, extend time limits, skip steps in the process or take any other action to enhance the prompt and equitable resolution of grievances.

Section 16.12 Probationary Employees. Probationary employees shall have access to this grievance procedure. However, probationary employees in their initial probationary period shall not be able to grieve disciplinary actions or removals. Promotional probationary employees shall not grieve demotions.

ARTICLE 23
HOLIDAYS

Section 23.1 List of Days. Employees will have the following holidays:

1. New Year's Day - January 1
2. Martin Luther King's Birthday - the third Monday in January
3. President's Day - the third Monday in February
4. Memorial Day - the last Monday in May
5. Independence Day - July 4
6. Labor Day - the first Monday in September
7. ~~Columbus Day - the second Monday in October~~
8. ~~8.~~7. Veteran's Day - November 11
8. Thanksgiving Day - the fourth Thursday in November
9. Day after Thanksgiving Day
10. Christmas Day - December 25
11. Any day proclaimed by the Governor of the State of Ohio or the President of the United States

A holiday falling on a Saturday will be observed on the preceding Friday, and a holiday falling on a Sunday will be observed on the following Monday.

Section 23.2 Holiday Pay. Full time employees, regardless of their work shift or schedule, are automatically entitled to eight (8) hours (or the number of hours they are scheduled to work on that day, whichever is greater) of holiday pay regardless of whether they work on the holiday. Part-time employees shall receive four (4) hours of holiday pay regardless of the employee's work shift and work schedule. In order to receive holiday pay, an employee must be in active pay status on the day before and the day after the holiday. Compensation for working on a holiday is in addition to the automatic eight (8) hours of holiday pay and shall be computed at the rates prescribed in Section 23.3

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If a holiday occurs during a period of sick or vacation leave of an employee, the employee shall draw holiday pay and shall not be charged for sick leave or vacation for the holiday. An employee in no-pay status shall not receive holiday compensation. Full-time employees with work schedules other than Monday through Friday are entitled to pay for any holiday observed on their day off.

Section 23.3 Computation of Holiday Pay or Holiday Compensatory Time. An employee who is required to work on a holiday shall be entitled to pay for such time worked at one and one- half (1-1/2) times the employee's total rate of pay in addition to holiday pay. The employee may elect to take compensatory time off at the rate of one and one-half (1-1/2) hours of compensatory time for each hour worked on the holiday in lieu of receiving cash compensation for time worked on the holiday, in addition to holiday pay. Employees shall be credited with the actual hours worked on the holiday.

Section 23.4 State Law. This Article supersedes the provisions of Revised Code Section 124.19 and Ohio Administrative Code Sections 123:1-44-01 and 123:1-44-02.

ARTICLE 24
PERSONAL LEAVE

Section 24.1 Personal Leave Credit, Conversion. Full-time employees shall be eligible to receive 32 hours of personal leave annually. Until November 30, 2021, ~~E~~employees shall be credited with eight (8) hours of personal leave in the first earnings statement which the employee receives after the first day of January, April, July, and October of each year.

Beginning December 1, 2021, full time employees shall be eligible to receive 32 hours of personal leave annually, credited in the first pay period of December each calendar year.

Full-time employees who are hired after the ~~start of a calendar quarter~~ first pay period of December shall be credited with personal leave on a prorated basis. Part-time employees in active pay status shall accrue personal leave on a prorated basis. Proration shall be based upon a formula of .015 hours per hour of non-overtime work.

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

When personal leave is used, it shall be deducted from the unused balance of the employee's personal leave on the basis of one (1) hour for every hour of absence. Compensation for such leave shall be equal to the employee's total rate of pay.

Personal leave shall be charged in minimum units of one-half (1/2) 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.

Employees who are credited with personal leave pursuant to this Article shall have, at year-end, the following options with respect to the unused balance of personal leave accrued during the preceding twelve (12) months:

a) Carry the balance forward. The maximum credit that shall be available to an employee at any one (1) time is up to sixty-four (64) hours; and
b) Convert the balance to accumulated sick leave, to be used in the manner set forth in Article 26.

c) Receive a cash benefit. There shall be a freeze on payment for maximum personal leave accrual until the pay period that includes December 1, 2011. Thereafter, the cash benefit shall equal one (1) hour of the employee's total rate of pay for every hour of unused credit that is converted. This cash benefit shall not be subject to contributions to any retirement system, either by the employee, or the Employer.

Employees must indicate a desire to receive a cash benefit no later than the end of the pay period that includes the first day of November, on a form to be provided by the Employer. If an employee fails to notify the Employer of a desire to receive a cash benefit, the balance will automatically be carried forward.

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.

Section 24.2 Deleted.

Section 24.3 Separation from Service. Upon separation from service for any reason, including retirement, an employee shall be entitled to compensation for all unused earned amount of personal leave. The rate of pay shall be equal to the employee's total rate of pay. The Employer shall give employees written notice of their right to convert personal leave credits upon separation.

Section 24.4 Reemployment or Reinstatement. If an employee, who has separated from service and has received a cash benefit for personal leave credit pursuant to this Article, is reinstated or reemployed, he/she shall not be granted reinstatement of personal leave credit converted to a cash benefit.

Section 24.5 Transfer of Credit. An employee who transfers from another state agency shall be credited with the unused balance of his/her personal leave credit up to a maximum of sixty- four (64) hours.

Section 24.6 Notification and Approval of Personal Leave. An employee shall give one (1) full work day's written notice to his/her immediate supervisor of a desire to take personal leave. The Employer shall respond to such request in writing as promptly as possible. In an emergency, the request shall be made as soon as possible and the supervisor shall respond promptly. Requests for personal leave shall not be unreasonably denied.

Section 24.7 Deleted.

ARTICLE 25
VACATION

Section 25.1 Rate of Accrual. Full time employees shall be credited with vacation leave with full pay according to length of service and accruing at a corresponding rate per biweekly pay period as follows:

Length of Service	Accrual Rate Per Pay Period
Less than 4 years	3.1 hours
4 but less than 9 years	4.6 hours
9 but less than 14 years	6.2 hours
14 but less than 19 years	6.9 hours
19 years or more	9.2 hours

When on vacation an employee shall be compensated at the total rate of pay. Part-time employees shall earn vacation on a prorated basis. The prorated basis shall be an amount of leave prorated to coincide with actual active pay status hours in a pay period compared to eighty (80) hours of active pay status in a pay period. Vacation shall be charged in minimum units of one-half (1/2) hour.

Section 25.2 Maximum Accrual. Vacation credit may be accumulated to a maximum that can be earned in three (3) years. Further accumulation will not continue when the maximum is reached. When an employee's vacation reaches the maximum level, and if the employee has been denied vacation during the past twelve (12) months, the employee will be paid for the time denied.

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

Section 25.3 Scheduling. Requests for vacation shall be submitted in writing. The Employer shall provide a written response to such requests. Vacation shall be taken only at times mutually agreed to by the Employer and the employee.

Vacation requests received six months to nine months in advance will be tentatively approved or disapproved in accordance with seniority, operational needs and time accrued. Vacation requests received less than six months in advance, but more than seven (7) calendar days in advance, will be tentatively approved or disapproved in accordance with seniority, operational needs and time accrued. Vacation requests received seven (7) calendar days or less in advance will be approved or disapproved on a first come, first serve basis in accordance with operational needs and time accrued.

The Employer shall give notice of disapproval or tentative approval (subject to seniority) of a vacation request within two (2) weeks after the request is made. Requests for five (5) or more consecutive vacation days shall be made seven (7) calendar days in advance; requests for less than five (5) consecutive vacation days shall be submitted twenty-four (24) hours in advance. The Employer shall respond to such requests as promptly as possible. Untimely requests may be considered by the Employer, but need not be approved. The Employer shall attempt to accommodate emergency requests whenever made, and shall not unreasonably deny such requests.

If an employee is called back to work from a scheduled vacation due to operational needs, the employee may take the vacation at a later time. The employee will be compensated at one and one-half (1-1/2) times his/her total rate of pay for the time the employee is on recall status.

Section 25.4 Prior State Service. **Beginning July 1, 2021** ~~A~~any employee ~~hired before July 1, 1986,~~ who was employed by the State or any political subdivision of the State is entitled to have prior service with these agencies counted as service with the Employer for the purpose of computing vacation leave. The anniversary date of employment for the purpose of computing vacation leave is the anniversary date of the prior service with the State or other political subdivision. ~~With respect to employees hired after July 1, 1986, only prior service with the Employer and other State Agencies shall be counted for the purpose of computing vacation leave entitlement.~~

Section 25.5 Payment Upon Separation. Upon separation from service for any reason, all vacation leave balances will be paid to the employee or the employee's estate as provided by law, at his/her current total rate of pay, at the time that the employee receives a paycheck for the final period of work. Employees separating from employment with less than six months total service will not be paid for any accrued vacation.

Section 25.6 Annual Conversion. In the pay period including December 1, 2018, each employee

who has used less than forty (40) hours of sick leave in the previous twenty-six pay periods will be

offered the opportunity to convert to cash any of the employee's accrued, unused vacation leave to a maximum of forty (40) hours at the current rate of pay provided the employee maintains a minimum balance of forty (40) hours of vacation leave or compensatory time after the conversion.

In the pay period which includes December 1, 2019 and December 1, 2020, employees will be offered the opportunity to convert to cash a maximum of forty (40) hours of unused vacation leave at a rate of one hundred percent (100%) of the employee's current rate of pay; provided however, an employee is not eligible to convert unused accrued vacation leave to cash if the employee does not have at least two hundred (200) hours of vacation leave on the last day of the first pay period of November in each year the employee chooses to make such a conversion.

Section 25.7 State Law. This Article shall supersede those provisions of Ohio Revised Code Sections 124.13 and 9.44 and any other related provision relating to vacation leave.

ARTICLE 27
LEAVE WITH PAY

Section 27.1 Court Leave. The Employer shall grant court leave to any employee who:

1) Is summoned for jury duty by a court of competent jurisdiction, or
2) Is subpoenaed to appear before any court, commission, board or other legally constituted body authorized by law to compel the attendance of witnesses, where the employee is not a party to the action or has a personal interest in the action.

Employees granted court leave shall be compensated at their total rate of pay. Employees who are scheduled to work a shift other than the day shift shall be reassigned to the day shift during the period of service on a jury. When not impaneled for actual service and only on call, an employee shall report to work as soon as reasonably possible after notification that his/her

services will not be needed. However, if there are fewer than two (2) hours remaining in the work day or four (4) hours if the court is in a county other than the employee's work location) when the employee is notified that his/her services are not needed, the employee need not report to work.

Any compensation or reimbursement for jury duty or for court attendance compelled by subpoena, when such duty is performed during an employee's normal working hours, shall be remitted by an employee to the Employer unless the compensation is twenty dollars ($20) or less per day then the employee may retain the compensation but shall submit a copy of the check or warrant received.

Any employee who is appearing before a court or other legally constituted body in a matter in which he is a party may be granted vacation time or leave of absence without pay. Such instances would include, but not be limited to, criminal or civil cases, traffic court, divorce proceedings, custody hearings, or appearing as directed as parent or guardian of juveniles.
An employee who is the appellant in any action before the state personnel board of review and is in active pay status at the time of a scheduled hearing before the board shall be granted court leave with full pay for purposes of attending the hearing.

This does not apply to employees who are summoned to testify as a result of secondary employment outside of service to the State. Employees subpoenaed to proceedings on behalf of an employer other than the State must use available accrued leave before being granted leave without pay. Employees using such accrued leave shall not be required to remit any fees received.

This section shall supersede the provisions of Ohio Administrative Rule No. 123:1-34-03.

Section 27.2 Military Leave. Employees who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or members of other reserve components of the armed forces of the United States are entitled to a military leave of absence from their duties without loss of pay, for such time as they are in the military service on field training or active duty for a period not to exceed thirty-one (31) days in any one (1) calendar year. The maximum number of hours for which payment can be made in any one (1) calendar year is one hundred- seventy six (176) hours.

Employees shall receive compensation they would have received for up to thirty-one (31) days in a calendar year even though they served for more than thirty (31) days of such year on field training or active duty. There is no requirement that the service be for one (1) continuous period of time.

Employees are required to submit to their Employer an order or statement from the appropriate military commander as evidence of military duty before military leave with pay will be granted. This section shall supersede Ohio Administrative Rule No. 123:1-34-04.

Section 27.3 Bereavement/Funeral Leave. Upon the death of a member of an employee's family, the employee shall be entitled to three (3) consecutive work days, or a maximum of twenty- four (24) hours, Bereavement/Funeral Leave. Bereavement leave will be granted to parents in case of a miscarriage conditioned upon tendering of appropriate medical documentation, or stillbirth contingent upon tendering of a death certificate. This time may be extended with the use of vacation leave, personal leave or sick leave upon the approval of the employee's supervisor subject to the provisions of Articles 24, 25 and 26 of this Agreement. No reasonable request shall be denied. Bereavement/Funeral Leave shall not accumulate and shall not be charged to sick leave. Bereavement leave must begin within (7) days of the date of death of the family member or the date of the funeral.

Section 27.4 Emergency Leave. Employees directed not to report to work or sent home by the Employer due to weather conditions, or another emergency shall be granted leave with pay at their

total rate of pay for their scheduled work hours during the duration of the emergency.

Employees who have been declared by the Employer as "essential employees" are expected to report to and remain at work if a weather emergency or other emergency has been declared, unless

otherwise advised. During regularly scheduled hours, essential employees shall be paid at their total rate of pay for hours worked during the emergency, plus hour-for-hour compensatory time for the hours worked during the emergency. Any overtime shall be paid in accordance with the terms of this Agreement.

Employees who have not been declared by the Employer as "essential employees" will not normally be required to report to or remain at work during a weather emergency or other emergency. Such employees who volunteer to remain at work during a weather emergency or other emergency shall be paid at their total rate of pay. Should an employee not designated as essential be required by their supervisor to remain at work during a weather emergency or other emergency due to the absence of essential employees, he/she shall be paid at his/her total rate of pay for hours worked during the emergency, plus hour for hour compensatory time for the hours worked during the emergency. Any overtime shall be paid in accordance with the terms of this Agreement.

A weather emergency shall be considered to exist when the Director of Public Safety declares travel hazardous on state roads and highways. In the absence of a directive from the Governor, only the Attorney General or the Chief of Staff can declare an emergency and the office closed.

If a Level 3 weather emergency (e.g., travel restricted to emergency vehicles only) is declared in counties where employees reside, travel through and/or work, employees shall not report to work until the Level 3 is lifted. If the Level 3 is lifted prior to the mid-point of employees' work schedules, employees are to immediately report to work or take vacation, personal, or compensatory leave, or be charged leave without pay for the remainder of their work schedule. If the Level 3 is lifted after the mid-point of the employees' work schedules, employees will not be expected to report to work and will not be charged leave time.

Any employee scheduled to be on pre-approved leave prior to the declaration of a weather emergency or other emergency shall be charged for such leave time. This section shall supersede Ohio Administrative Rule No. 123:1-46-01.

Section 27.5 Professional Meetings. Employees with technical or specialized skills and who exercise independent judgment in their jobs may request leave with pay to attend work-related professional meetings. Such leave may be granted by the Employer if the meetings would contribute to and not disrupt Employer operations.

Section 27.6 Administrative Leave with Pay. The Employer may, in its discretion, place an employee whose salary or wage is paid directly by warrant of the auditor of state on administrative leave with pay. Such leave is to be used only in circumstances where the health or safety of an employee or of any person or property entrusted to the employee's care could be adversely affected. Compensation for administrative leave shall be equal to the employee's total rate of pay. The length of such leave is solely at the discretion of the appointing authority, except that the length of the leave shall not exceed the length of the situation for which the leave was granted.

ARTICLE 31
WAGES

Section 31.1 Schedule of Pay Adjustments. With the effective date of the 2015-2018 agreement, certain pay ranges (i.e., pay ranges 3, 4, 5, and 25) were adjusted to provide for a $15.00 per hour minimum rate for bargaining unit employees. Effective with the pay period which includes ~~January 1, 2019~~July 1, 2021, the pay schedules shall be increased by three percent (3%)~~two and three quarters' percent (2.75%)~~. Effective with the pay period which includes July 1, 20~~19~~22, the pay schedules shall be increased by three percent (3%)~~two and three quarters' percent (2.75%)~~. Effective with the pay period which includes July 1, 202~~0~~3, the pay schedules shall be increased by three percent (3%).

Section 31.2 Step Movement. During the period from September 1, 2009 through August 27, 2011, there shall be no non-probationary step movements, including any step movement provided for in other provisions of this Agreement. Step movement shall resume on August 28, 2011. Employees hired or promoted between September 1, 2009 and August 27, 2011 shall not receive a probationary step increase. Upon resumption of step movement, the employee's step date shall be the employee's date of hire or promotion. No retroactive movement shall occur for the two (2) years that have been skipped.

Upon resumption of step movement, newly hired employees will move to the next step in their pay range after completion of their probationary period.

In periods other than September 1, 2009 through August 27, 2011, newly hired employees hired on or after November 1, 2015 will move to the next step in the pay range after completion of one hundred eighty (180) days in active pay status, and every year thereafter provided the employee has successfully completed his/her probationary period.

Section 31.3 Longevity Pay. Beginning on the first day of the pay period within which an employee completes five (5) years of total state service, each employee will receive an automatic salary adjustment equivalent to one-half (1/2) percent times the number of years excluding any service time earned between July 1 2003, and June 30, 2005, of service times the first step of the pay rate of the employee's classification for a total of twenty (20) years. This amount will be added to the schedule rate of pay. The granting of longevity adjustments shall not be affected by promotion, demotion, or other changes in classification held by the employee.

Only service with state agencies, i.e., agencies whose employees are paid by the Office of Budget and Management, will be counted for the purposes of determining the rate of accrual for new employees in the bargaining unit. Service time for longevity accrual for employees employed by the Attorney General's Office prior to July 1, 1986, will not be modified by the preceding sentence.

Section 31.4 Promotions. Employees who are promoted shall receive an increase in their schedule rate of pay of approximately four percent (4%).

Section 31.5 Shift Differential. Bargaining unit members who are regularly assigned to work a shift starting at 3:00 p.m. or later and ending at or before 12:00 midnight shall be paid a thirty- five ($.35) per hour shift differential for all hours worked between 3:00 p.m. and 12:00 midnight. Employees on the third shift, whose work day begins at 10:30 p.m., and ends at 7:00 a.m., or employees whose shift is from 12:00 midnight to 8:00 a.m., shall be paid fifty cents ($.50) per hour shift differential for all regularly scheduled hours worked between 10:30 p.m. and 8:00 a.m.

ARTICLE 41
DURATION

Section 41.1 This Agreement shall continue in force and effect from ~~November 1, 2018~~July 1, 2021 through June 30, 202~~1~~4. This Agreement shall constitute the entire Agreement between the parties. All rights and duties of both parties are specifically expressed in this Agreement. Any and all prior Agreements or understandings, written, or implied are hereby canceled.

FOR OCSEA AFSCME

CHRIS MABE
President, OCSEA

PATRICIA HOWELL
Chief Negotiator/OCSEA Staff Rep

DEENA GRAY
Negotiation Team

AMBER JICHA
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CHRISTINA FRASS
Negotiation Team

STACY J. GARBER
Negotiation Team

APPENDIX A

CODE	CLASSIFICATION	PAY RANGE
12111AG	Clerk 1	03
12112AG	Clerk 2	04
12113AG	Clerk 3	26
12131AG	Telephone Operator	04
12341AG	AFIS Operator	26
12371AG	Computer Operator 1	04
12372AG	Computer Operator 2	26
12373AG	Computer Operator 3	28
12374AG	Computer Operator 4	29
12561AG	Legal Secretary	28
12721AG	Office Services Specialist	08
12722AG	Office Services Specialist Leader	30
12723AG	Office Services Printing Leader	30
16511AG	Account Clerk 1	26
16512AG	Account Clerk 2	27
16513AG	Account Clerk 3	28
16541AG	Claims Account Representative 1	27
16542AG	Claims Account Representative 2	28
16543AG	Claims Account Representative 3	29
16711AG	Crime Victims Claims Specialist	27
16871AG	Administrative Professional 1	27
16872AG	Administrative Professional 2	28
16873AG	Administrative Professional 3	30

APPENDIX A
cont'd

CODE	CLASSIFICATION	PAY RANGE
42111AG	Custodial Worker	04
52133AG	Auto Mechanic 3	09
53111AG	Maintenance Repair Worker 1	06
53112AG	Maintenance Repair Worker 2	07
53113AG	Maintenance Repair Worker 3	09
63261AG	Compliance Examiner 1	27
63262AG	Compliance Examiner 2	28
63263AG	Charitable Activities Intake Officer	29
63264AG	Charitable Activities Compliance Inspector	29
63271AG	Records Management Officer	27
64431AG	Public Inquiries Assistant 1	27
64523AG	Purchasing Coordinator	30
86150AG	Evidence Intake Technician	29

APPENDIX B
CLASSIFICATION GROUPINGS

1.

CODE	CLASSIFICATION
12111AG	Clerk 1
12112AG	Clerk 2
12113AG	Clerk 3
12131AG	Telephone Operator
12341AG	AFIS Operator
12371AG	Computer Operator 1
12372AG	Computer Operator 2
12373AG	Computer Operator 3
12374AG	Computer Operator 4
12561AG	Legal Secretary
12721AG	Office Services Specialist
12722AG	Office Services Specialist Leader
12723AG	Office Services Printing Leader
16511AG	Account Clerk 1
16512AG	Account Clerk 2
16513AG	Account Clerk 3
16541AG	Claims Account Representative 1
16542AG	Claims Account Representative 2
16543AG	Claims Account Representative 3
16711AG	Crime Victims Claims Specialist
16871AG	Administrative Professional 1
16872AG	Administrative Professional 2
16873AG	Administrative Professional 3

1. Continued

CODE	CLASSIFICATION
42111AG	Custodial Worker
52133AG	Auto Mechanic 3
53111AG	Maintenance Repair Worker 1
53112AG	Maintenance Repair Worker 2
53113AG	Maintenance Repair Worker 3
63261AG	Compliance Examiner 1
63262AG	Compliance Examiner 2
63263AG	Charitable Activities Intake Officer
63264AG	Charitable Activities Compliance Inspector
63271AG	Records Management Officer
64431AG	Public Inquiries Assistant 1
64523AG	Purchasing Coordinator
86150AG	Evidence Intake Technician