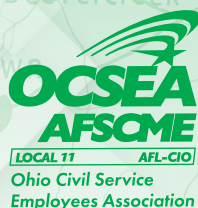




# Tentative Agreement

## 2024-2027 CONTRACT

BETWEEN  
**THE OHIO CIVIL SERVICE  
EMPLOYEES ASSOCIATION**  
AND  
**THE STATE OF OHIO**



### Keep this report.

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

Check with your local chapter officers regarding contract voting deadlines and dates for in-person ratification meetings that will be held on the chapter level only.

See pages 14-15 for information on contract ratification voting guidelines and Online Road Shows.

## Table of Contents

Union team stops management power grab .....	2-3
Union fight to preserve language .....	4-5
Article-by-article breakdown .....	6-7
Articles at Fact Finding & What is Fact Finding? .....	8-9
Agency-specific highlights.....	10-11
ODOT team champions priorities, advancement.....	12-13
Ratification & Online Road Shows .....	14-15
Tentative Agreement begins.....	18

## ARTICLES

Preamble.....	19	21 – Union Benefits Trust.....	42
1 – Recognition .....	19	22 – Performance Evaluation.....	42
2 – Non-Discrimination .....	19	23 – Personnel Records .....	42
3 – Union Rights.....	19	24 – Discipline .....	42
4 – Checkoff.....	21	25 – Grievance Procedure.....	44
5 – Management Rights .....	21	26 – Holidays.....	48
6 – Probationary Employees .....	21	27 – Personal Leave .....	48
7 – Other Than Permanent Positions.....	22	28 – Vacations.....	48
8 – Labor/Management Committees.....	23	29 – Sick Leave.....	48
9 – Ohio Employee Assistance Program .....	25	30 – Other Leaves With Pay.....	48
10 – Child Care.....	25	31 – Leaves of Absence .....	50
11 – Health and Safety .....	25	32 – Travel .....	50
12 – Staffing Concerns.....	25	33 – Uniforms and Tools.....	50
13 – Work Week, Schedules and Overtime.....	25	34 – Service-Connected Injury and Illness .....	50
14 – Reserved for Future Use.....	25	35 – Disability Benefits.....	50
15 – Employment Security.....	25	36 – Wages.....	50
16 – Seniority .....	25	37 – Employee Training and Development .....	50
17 – Promotions, Transfers, Demotions and Relocations.....	26	38 – Technological Change.....	52
18 – Layoffs .....	29	39 – Sub-Contracting .....	52
19 – Working Out Of Class .....	29	40 – Indemnification.....	52
20 – Benefits.....	30	41 – No Strike/No Lockout.....	52
		42 – Savings.....	52
		43 – Duration.....	52
		44 – Miscellaneous.....	52

## APPENDICES

A-I – Classifications.....	52
J – Geographic Jurisdictions.....	52
K – Guidelines for Occupational Injury Leave (OIL) .....	52
L – Pay Tables.....	54
M – Drug-Free Workplace Policy .....	54
N – Work Areas for Mental Health and Addiction Services, Developmental Disabilities, Department of Youth Services and Department of Veterans Services .....	58
O – Alphabetical Classification List.....	58
P – Unit-Specific Agreements (Department of Veterans Services and Department of Developmental Disabilities) .....	58
Q – Agency Specific Agreements .....	58
R – Voluntary Cost Savings Program .....	77
S – IT Agreements.....	77
T – Furlough.....	77

# Union team stops management power grab

## Gets wins on health care, kinship care

While much of State contract bargaining was a roller coast ride with management attempting to stall and delay negotiations at every turn, the union bargaining team was still able to gain ground and hold back management's most extreme proposals.

Most contract articles open between the OCSEA and State Bargaining Teams have either been closed with no changes or have been tentatively agreed to (*see Tentative Agreement beginning page 18*). Six articles are now in the hands of a Fact Finder who will make a report and recommendation (*see Fact Finder article on page 8*).

One of the union's biggest wins during bargaining was

on health care. Health care was second only to wages on OCSEA member's priority list, so the union team worked hard to ensure the union's counter-proposal won the day. And it did!

As in year's past, the State tried to eliminate the joint labor/management health care committee (JHCC) and delete the health care plan design language from the contract. That would have left the union with no seat at the table on health care and give management the ability to lessen or even eliminate portions of the health plan. "That was a hard no for the union team," said OCSEA Vice President Rocky Jolly, who also serves on the JHCC.

**"I'm proud of the work done by the negotiating team. And the membership having our backs across the finish line was the icing on the cake."**

**– Chris Mabe,**  
OCSEA President  
and Chief Negotiator





# Union team stops management power grab (Cont.)

“The JHCC helps hold the State accountable for health care and ensures the plan is robust and what our members need,” he said. “It was vital we maintain that voice,” he said.

Not only was the JHCC saved, but the union’s role on the committee was strengthened. Now the union will have the ability to weigh in on the Request for Proposal process. This process is used to hire health care vendors and is an important part of providing the State health benefit.

Also tentatively agreed to was the union’s counterproposal to add Letters of Agreement with health benefit enhancements to the contract. These include but are not limited to:

- the elimination of the \$1,000 cap for hearing aids and hearing aids being covered under Shared Costs (instead of at 50%);
- the elimination of the cost cap for chemo wigs for cancer;
- decreasing the age for a colonoscopy screening from age 50 to 45;

**“I’m proud of the way our Bargaining Team minimized our risk, kept focused on the ball and really delivered for the membership.”**

**– Kathy Gersper, OCSEA Secretary-Treasurer**

- covering annual skin cancer screenings;
- increase in registered dietitian services; ...as well as other benefits.

Another win for the union was language regarding Paid Adoption/Childcare Leave and the addition of Foster/Kinship Caregiver Leave. OCSEA members will receive the same benefit exempt employees receive on Adoption/Childcare Leave. And the new Foster/Kinship Care Leave will allow OCSEA members up to 5 days of leave per year if they become foster parents or kinship caregivers.

While the union team tried to stay focused on economic bene-

fits, like wages and leaves, which would help recruit and retain employees, management had a whole other agenda: “having the right employee at the right time, with the right experience,” they kept announcing. What that amounted to in “real-world” terms was management trying to create a “shadow” workforce of temporary employees with little or no union benefits. Management not only proposed huge increases in intermittent hours, but also a whole new temporary employee category called Project Employee. Then there was a multi-day discussion regarding an apprenticeship program that went nowhere. The

union also had to stop proposals to weaken the union’s ability to represent members by severely limiting union leave and move the responsibility for mandated certifications and trainings to the Union Education Trust instead of the State’s budget, as well as other takeaways (See *Without OCSEA... page 4*). The union bargaining team fended off all these proposals but it took precious time and ultimately, time ran out. That’s how the sides ended up in Fact Finding.

Six articles and appendices are now open going into Fact Finding, which put the union in a stronger, less risky position. The contract articles still open during Fact Finding include Article 13 – Work Week, Schedules and Overtime, Article 29 – Sick Leave, Article 36 – Wages, Appendix L – Pay Ranges, Appendix N – Work Area Agreements, Appendix Q – Agency Specific Agreements (Corrections and Youth Services). □

**“The JHCC [Joint Health Care Committee] helps hold the State accountable for health care and ensures the plan is robust and what our members need. It was vital we maintain that voice.”**

**– Rocky Jolly, OCSEA Vice President and JHCC Member**



# Without OCSEA...

## The union's fight to preserve contract language

Without the OCSEA Bargaining Team holding firm, management wanted a string of union rights and benefits taken away, including the ability to create a “shadow” workforce of temporary workers with little or no union rights. The following is a list of management takeaways the union bargaining team held back.

### Article 3 - Union Rights

Management tried to sharply reduce the use of union leave for activists, leaders and stewards to a maximum of 40 hours per year.

### Article 7 - Other than Permanent Positions

A slew of management proposals would have increased the temporary workforce with few, if any union rights. These proposals included: increasing the number of intermittent hours from 1000 to 1500; having no limit on the number of Project Employees without union rights; and creating limitless unclassified apprenticeship positions with few rights.

### Article 8 - Labor/Management Committees

Management tried to eliminate the Statewide Joint Information Technology Committee (aka, 8.05 Committee). The joint IT Committee oversees projects like the IT reclassification and the IT Apprenticeship pilot and helps hold management accountable.

### Article 16 - Seniority

Management proposed to eliminate institutional seniority in keeping with their attempts to eliminate pick-a-post and work area agreements.

### Article 19 - Working Out of Class

Management proposed that employees could only file a Working Out of Class grievance on the performing of higher-level duties if those duties exceeded 40 percent (not 20 percent) of the employee's time.

### Article 20 - Health Care

Management tried to eliminate both the Joint Health Care Committee (JHCC) and the health care plan design from the contract that could have lessened the benefit and given management total control.

### Article 24 - Discipline

Management tried to limit the cash settlements of Department of Developmental Disabilities employees who are brought back to work via a settlement or by an arbitrator.

### Article 27 - Personal Leave

Institutional employees would have had to take personal leave in full shifts only, under a management proposal.

### Article 37 - Employee Training and Development (UET)

Management tried to require the Union Education Trust pay for mandated certifications and trainings that agencies currently provide.



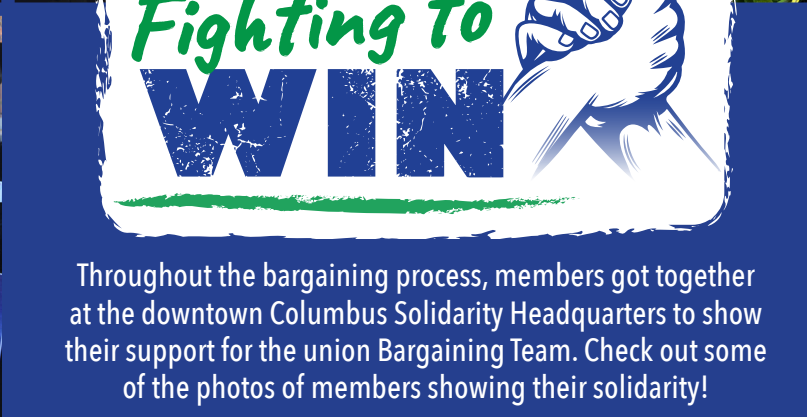
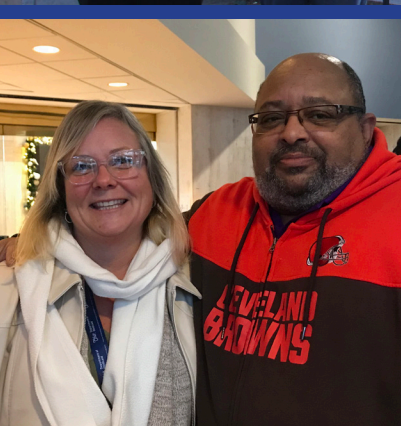
Bargaining Team members Willis McClure (left), Roschelle Holcomb (middle) and Treva Knasel (right) during a bargaining session.

**“Bargaining is never an easy job. But I’m proud to be a part of a Bargaining Team that held strong and stood up to management. We fought off so many of those attacks!”**

**– Melissa Yank, Bureau of Workers' Compensation, Negotiations Team Member**







Throughout the bargaining process, members got together at the downtown Columbus Solidarity Headquarters to show their support for the union Bargaining Team. Check out some of the photos of members showing their solidarity!





# Article-by-Article breakdown

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

## – Article 3 – Union Rights

Management tried to kneecap our stewards, activists, leaders by sharply reducing the use of union leave to a maximum of 40 hours per year, but the union fought back. Now, just housekeeping changes reflect inactive conferences and committees as well as current practice on release time.

## – Article 6 – Probationary Employees

The probationary period for pay ranges 8-12 and 29-36 goes from 180 days to 365 days for employees promoting or laterally transferring to a different classification. The probationary period for employees coming to an OCSEA Bargaining Unit from a classification outside an OCSEA Bargaining Unit similarly goes from 180 days to 365.

## Article 8 – Labor/Management Committees

Management tried to completely eliminate the Statewide Joint Information

Technology Committee (aka, 8.05 Committee), but the union held them off. The joint IT Committee oversees projects like the IT reclassification and the IT Apprenticeship pilot and monitors the use of contractors. While the union wasn't successful in getting a full Artificial Intelligence Committee, they were able to get language that says Artificial Intelligence and related trainings will be discussed at the Statewide Joint Information Technology Committee (aka, 8.05 Committee). This was an important "get" for the union, as the increased use of AI Technology can threaten job security for union members.

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

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

## – Article 16 – Seniority

Management proposed to eliminate institutional seniority in this article in keeping with their attempts to eliminate pick-a-post and work area agreements. The

***"The solidarity of the membership gave us the strength to push through and push hard, even until the last minute, to fight for and preserve language in the union contract."***

– **Raymond Harker**, Rehabilitation and Corrections, Negotiations Team Member

union bargaining team fought that off and the article went back to current language with a housekeeping change. The housekeeping change reflects current practice and clarifies that time spent in a non-bargaining unit position will not be included in the determination of seniority credits, only service credits..

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

Management originally wanted employee requested movement to a vacant position in the same work unit to not be considered a lateral transfer. But the union prevailed and most of this article went back to current language. Both parties had an interest in ensuring expedited hiring of full-time employees. Management proposed shortening the number of days vacancies are posted and said research indicated that the vast majority of applications are submitted within two days of

a posting. To expedite hiring full-time permanent employees, vacancies will be posted for at least five instead of ten business days.

## – Article 19 – Working Out of Class

Management originally proposed that employees could only file a Working Out of Class grievance on the performing of higher-level duties, and only if those duties exceeded 40 percent (not 20 percent as is current) of the employee's time. While the union fought off that takeaway and it is back to current language, the union did agree on some small procedural changes. Now, the employee must state on the grievance form which duties are being performed "working out of class" and how much time is being spent. Employees are barred from filing a second working out of class grievance if the duties of a previously filed grievance within the previous year are the same.



*Bargaining Team members including Marcus Harris (middle) and Toni Tuck-Newsome (right) during a bargaining session.*



# Article-by-Article breakdown (Cont.)

## – Article 20 – Health Care

Management tried to eliminate both the Joint Health Care Committee (JHCC) and the health care plan design from the contract, but the union prevailed on both items. Instead, the union was able to get numerous Letters of Agreement put into the contract that enhance the health benefits like for hearing aids and chemo wigs. They were also successful in ensuring JHCC committee members on the union side have the ability to take part in the RFP process.

## – Article 24 – Discipline

For employees in the Dept. of Developmental Disabilities, the State wanted to limit an arbitrators' remedy when abuse is not upheld by limiting the monetary amount employees

could receive to 12 weeks of wages. Additionally, the State wanted to limit the standard of abuse to one as defined in the Ohio Administrative Code. Now, employees of the Department of Developmental Disabilities shall be governed by the Ohio Administrative Code with respect to abuse cases.

## – Article 25 – Grievance Procedure

Management originally tried to make missed overtime opportunities only grievable through Step 2, but the union fought that back. Both parties agreed to hold quarterly pre-arbitration mediation panels for old grievances. The parties also agreed on changes that bring this article up to date on the use of electronic equipment. Additionally, the union got protection that when electronic

equipment is not available to a grievant for video hearings, then the grievant can opt out of the digital process. In addition, the union was able to ensure that any grievant who is terminated or accused of abuse or use of force can opt out of virtual mediation.

## – Article 29 – Sick Leave

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

## – Article 30 – Other Leaves with Pay

In a win for the union, OCSEA members will now receive Foster and Kinship Caregiver Leave as outlined in the Ohio Revised Code and Ohio Administrative Code. Childcare leave will also be determined by the ORC and OAC and includes the choice of a \$5,000 stipend in lieu of adoption/childbirth leave.

## – Article 36 – Wages

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

## – Appendix L – Pay Ranges

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

## – Appendix N – Work Areas for MH, DODD, DYS & OVH

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

## – Appendix Q – Agency Specific (Corrections & Youth Services)

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



## 2024 OCSEA Bargaining Team

**Bargaining Unit 3:** Wilson Humphrey, Bill Homer, Doug Korba, Brian Miller, Bill Rager, Raymond Harker

**Bargaining Unit 4:** Marcus Harris, Deborah Weaver

**Bargaining Unit 5:** Jeff Condo

**Bargaining Unit 6:** Michael Sheeter

**Bargaining Unit 7:** Scott Buckridge, Lisa Schroeder, Toni Tuck-Newsome

**Bargaining Unit 9:** Shirley Hubbert, Willis McClure, Damon Neal

**Bargaining Unit 13:** Treva Knasel

**Bargaining Unit 14:** Cathy Deck, Roschelle Holcomb, Leslie Tilton, Melissa Yank

### OCSEA Executive Board

**President:** Christopher Mabe  
**Vice-President:** Gerard "Rocky" Jolly  
**Secretary-Treasurer:** Kathy Gersper  
**Chief of Staff:** Buffy Andrews

# Articles in hands of Fact Finder



## What is Fact Finding?

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

Mediation involves bringing in a neutral “mediator”—a respected expert in labor relations—who tries to help settle disputes and lends an independent perspective to the two sides. In the final weeks of this round of bargaining, the sides worked with John Buettner, an experienced arbitrator and someone very knowledgeable about the current contract.

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

Fact finding makes sense only as a last resort and safety net to avoid the dangers of a strike. But for reasons explained as you read on, OCSEA team members attempted to minimize the number of issues presented to the Fact Finder. Sometimes this doesn’t go according to plan. In the past, management has refused to discuss many issues during both regular bargaining sessions and mediation.

This has left many unresolved and important issues—like sick leave, for example—to the Fact Finder to resolve.

This year six articles were turned over to the Fact Finder: Article 13 – Workweek, Schedules and Overtime; Article 29 – Sick Leave; Article 36 – Wages; Appendix L – Pay Ranges; Appendix N – Work Areas; Appendix Q – Agency Specific Agreements (Corrections and Youth Services).

### “Recommendations?” Not really.

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

The Fact Finder conducts a hearing where, issue by issue, each side presents documentation and witnesses to support its respective

position. Typically, the Fact Finder is swayed by “facts”—documented information such as employment statistics, budgets and contract settlements elsewhere in government. The Fact Finder also looks at patterns and comparable data from the private sector and other public employers for guidance.

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

Once the Fact Finder’s report is issued, it will be sent over state and personal emails to all OCSEA state bargaining unit members.

## Union makes strong case during fact finding

Management held many of the economic issues hostage until the bitter end of bargaining, and ultimately six contract articles went unresolved. Wages, pay ranges, sick leave, telework and pick-a-post’s podium pick (schedules/posts for Corrections and Youth Services) are all in the hands of a Fact Finder for a final decision.

On wages, the State’s proposal is 9 percent over three years, 4 percent in year one, 3 percent in year two and 2 percent in year three. The union opened with

a 30 percent wage increase – or 10 percent in each of the three contract years – and maintained that position throughout since management was unwilling to come to any compromises on the final issues. The union also proposed additional step increases at both the lower end of the pay ranges and higher end for all OCSEA Bargaining Unit members.

During fact finding, the State tried to push back on the union’s economic proposals claiming that

state employees already have a stellar benefit package that includes leaves and holiday pay, a robust health care plan and a pension that is beyond what private sector employees get.

And yet, despite this, retention is still an issue in many state agencies, the union countered, a fact largely ignored by management throughout the bargaining process. Instead, during fact finding, management showed how the number of people coming in the door has increased

since 2021, yet ignoring their own staffing numbers and vacancy rates that clearly show a staffing shortage.

Mark Murphy, Associate Director of the AFSCME Research and Collective Bargaining Services Department, laid out the union’s economic case: that six years of zero increases and cost savings have left state workers behind their peers in terms of wages. Murphy further indicated that the state’s staffing woes could be addressed



# Union makes strong case during fact finding (Cont.)



***“Our determination as a Team has been steadfast throughout the entire negotiations process. We used our shared experiences, expertise and dedication to our members to fight like hell until the very end. Our members deserved the strongest fight possible, and that’s what we gave them.”***

– **Damon Neal**, Ohio Dept. of Job and Family Services, Negotiations Team Member

by improved wages, and that the resignation rate of State of Ohio employees remains high.

Murphy also clearly established the State’s ability to pay OCSEA bargaining unit members a decent wage, citing an increase in Ohio’s base tax rate, substantial revenue growth, and large cash balances. He said Ohio’s now triple “A” rating shows a strong fiscal position for the State, and that there is nothing in the economic data that shows a future hardship for the State in their paying capacity.

On sick leave, the State at one point during bargaining seemed amenable to coming to an agreement on the union’s 100 percent sick leave proposal

in the second year, but that deal fell through when management insisted on steep trades like podium pick for Corrections and DYS. The union’s proposal in fact finding is 100 percent sick leave in the second week and sick leave becoming active pay status.

On telework in Article 13, union witnesses during the fact-finding hearing talked about the importance of maintaining telework for recruitment and retention and how it’s use has been a game changer for employees’ quality of life. The union team is asking for grievance rights when telework is denied.

Some of the most contentious discussions both during bargaining and in the fact-finding hearing

involved management’s proposal to do away with podium pick. OCSEA Chief of Staff Buffy Andrews, presenting for the union during fact finding, brought forward one witness after another to prove the importance of the practice that allows Relief Officers in Corrections and Youth Services to pick their posts. Management wants sole control over the process even though the practice by seniority has been successfully implemented for more than a decade and has put an end to management favoritism and manipulation in post assignments. The union further argued that taking away podium pick will do nothing to solve the agencies’ problems of short staffing and

mandation, which remain the real issues.

After the fact-finding hearings concluded, the parties submitted written briefs to the Fact Finder in late April. Fact Finder Thomas Nowell will review all the evidence, read the briefs and issue his written Fact Finder’s report by June 19.

Once the Fact Finder’s Report is released by June 19, the union will hold two Online Road Shows on Monday, June 24 (On Zoom at Noon and 7 p.m.) to discuss both the Fact Finder’s Report and this Tentative Agreement. See more on voting and Online Road Shows on Pages 14 and 15 of this booklet. □



***“From our well-prepared witnesses to the strong economic data, the union’s case during the fact-finding hearing was strong and compelling. As a bargaining team member, I’m proud of the work the union team has done.”***

– **Roschelle Holcomb**, Opportunities for Ohioans with Disabilities, Negotiations Team Member

# Agency Specific Highlights



*Members of the Ohio Dept. of Natural Resources union bargaining team stand in solidarity to hold off management takeaways, which they were successful in doing.*

Throughout the bargaining process, agency-specific bargaining teams for many of the major state agencies met to discuss local issues with respect to their agency agreements. Union teams worked diligently to preserve language and get issues settled on the agency-level. Many teams were able to avoid opening language, which helped curb opportunities for management to use these important agency-level protections as barter for main contract takeaways.

The majority of agency-specific changes were housekeeping. Dept. of Rehabilitation and Corrections and Dept. of Youth Services language went to Fact Finding as management continued to dig in their heels through mediation in regard to important pick-a-post/relief officer agreements that the union is fighting to protect.

Current agency-specific language can be found in the OCSEA State Contract under Appendix Q, and changes to agency-specific agreements that have been tentatively agreed to can be found in this document. Below, see some agency-specific negotiations highlights that have been tentatively agreed to:

## DEPT OF AGRICULTURE

The union team was able to expand the scope of the agency labor management committee. The expanded role will allow the committee to be involved in discussions regarding duties for supplement earnings. The language updates the committee name and that there will be union representatives from all ODA divisions on the committee, including one union representative from each Meat Inspection district.

## DEPT OF ADMINISTRATIVE SERVICES

The union team clarified language regarding Security Officer canvassing. Part-time Security Officers or Radio Operators may canvass into a full-time vacancy in state seniority order ONLY IF no full-time Security Officers or Radio Operations move into the vacant shift and facility.

## OHIO DEAF & BLIND EDUCATION SERVICES

Housekeeping changes included updating the agency's new name and observing Juneteenth in accordance with the school year calendar. The team successfully defended against several attempts by management to eliminate contractual rights.

## OHIO ENVIRONMENTAL PROTECTION AGENCY

The team negotiated language that requires that management discuss any changes regarding Off-Hours Support with the union through a labor/management process prior to implementation.

## MENTAL HEALTH & ADDICTION SERVICES

The team bargained guidelines for Office of Information Systems trainings for bargaining unit members to pursue IT positions within the agency. Management will pay for all training costs upfront. The team also agreed that when the chapter president is unavailable, their designee will be able to discuss established term appointment types.

## OPPORTUNITIES FOR OHIOANS WITH DISABILITIES

Language changes include removal of the degree requirement for Pre-Development Unit for DCA or Senior DCA classifications. In addition, DCA employees can be considered for promotions despite active discipline (at a written level or higher).



# Agency Specific Highlights (Cont.)



*Members of Alberta Street Chapter 2575 Mental Health and Addiction Services showing solidarity in their workplace.*



*Members of OVH Chapter 2200 in Sandusky show some love for their union on Valentine's Day.*

## OHIO DEPT OF TRANSPORTATION

The team worked hard to bargain an agency-specific agreement that addressed concerns of members and mutually focused on building a well-trained, certified workforce. This included, foremost, the creation of the new HT6 classification. Additionally, in a huge win, the union bargained automatic progression into the HT4 classification, which has historically been a posted position. In the area of HT training, the ACI training requirement for HT3's in maintenance has been eliminated (only required for construction/test lab), and math courses are not required until HT3 (and only if the HT3 chooses the construction/test lab path). HT course tests will now include 15 instead of 30 questions. In another victory, the "30-mile rule" has been eliminated. Travel time previously went unpaid for the first 30 miles. (See complete story pages 12-13.)

## DEPT OF VETERANS SERVICES

In an agreement by both union and management, added language emphasizes the importance of alternative schedule options for Nurses and TPWs as it pertains to recruitment and retention. The teams agreed this topic should be a focus at labor/management meetings moving forward. This is an important joint initiative to grow, promote, and protect public services.

## AGENCIES WITH NO CHANGES OR HOUSEKEEPING ONLY

- Adjutant General's Office
- Commerce
- Developmental Disabilities
- Health
- Job and Family Services
- Lottery Commission
- Public Safety
- Bureau of Workers' Compensation



***"The union EPA bargaining team fought to maintain current language and ensured our members' rights who work after-hours for on-call pay. We made sure that management has to talk to the union about these important rights."***

**– Jeff Rizzo, EPA Bargaining Team and Assembly President**

# ODOT union team champions member priorities, advancement

The ODOT union bargaining team has been diligently negotiating an agency-specific tentative agreement with ODOT management over the past few months that not only tackles the concerns and priorities of union members in ODOT but also emphasizes a shared goal between both parties: cultivating a well-trained and certified public workforce.

A significant aspect of this agreement involves a revision to the Highway Technician (HT) Series, aimed at expediting employees' progression through the series and streamlining the process. The union also sees it as an investment in union employees who aspire to build long-term careers within ODOT.

Upward of 700 HTs could see automatic progression to a new pay range once this union-negotiated agreement goes into effect, according to **Sabrina Bell**, OCSEA/ODOT Assembly President and the union bargaining team lead.

"We're so proud of what the team brought to the table and what we achieved," said Sabrina. "These revisions to the series are long overdue and a long time coming," said Sabrina. She credits the HT Labor/Management Committee members who have been drafting improvements since 2022. It was that Committee's recommendations and hard work that made this round of bargaining so successful, she says.

"We're glad to be able to

finally move forward with implementing these revisions," said Sabrina.

The MOU not only introduces a new classification within the HT Series but also, in a huge win for members, expands automatic progression within the series. Additionally, it grants employees greater autonomy in selecting their career paths and removes certain excessive training requirements that have been a source of frustration for many members seeking advancement within the series.

The newly added HT6 classification will fall under Pay Range 11. This position is in the Test Lab only and is a posted position. Any current HT5s in the Test Lab, however, will be grandfathered into the HT6 classification.

"When we presented the proposal for the HT6 position, we honestly didn't know if we'd be able to get anywhere with it. I guess the lesson here is, it never hurts to try," said Sabrina.

In what Sabrina calls the "biggest win" of bargaining, the team was able to bargain the movement from HT3 to HT4 through automatic progression. Historically this position has been a posted position only, "meaning those members interested in the much-needed construction path would work hard to progress, getting their required hours and trainings, but never be able to move ahead," she said. "This auto progression will mean so much for so many," she said.



***"We're so proud of what the team brought to the table and what we achieved... These revisions to the series are long overdue and a long time coming."***

**– Sabrina Bell, ODOT Assembly President and ODOT Bargaining Team Lead**



# ODOT union team champions member priorities, advancement (Cont.)



***“This automatic progression gives HT3s the incentive to pick the construction path... It’s a win-win.”***

**– Warren Waugh, ODOT Bargaining Team Member**

At the HT3 level, technicians face a pivotal decision: they can either opt to remain in maintenance and continue as HT3s or choose construction or the Test Lab and advance through the series. Many technicians opt to stay as HT3s in maintenance because, many ask, “why take on additional responsibilities and stress for the same pay?” Until this agreement, progressing to an HT4 entailed not only fulfilling the required construction hours

and training but also waiting for an HT4 position to be posted and hoping to secure it.

“It’s hard to get people to move to construction, we know. It’s a lot of added duties and headache for some. It’s like being a foreman but without the foreman pay,” said **Warren Waugh**, a member of the team and an HT4 (soon to be HT5) on the construction path. “This automatic progression gives HT3s the incentive to pick the

construction path, which is what management wanted all along. It’s a win-win.”

Both the union and management agreed during discussions at the bargaining table that automatic progression is crucial for getting knowledgeable workers on a career path in construction, a vital component for infrastructure. This approach ensures that such essential work is carried out by full-time union employees rather than consultants. A December 2019 Ohio Auditor’s report specifically found that ODOT could save taxpayers upwards of \$21 million per year if they used in-house staff for construction inspection services. The union agreed and believes this union agreement is a small step in the right direction.

Additionally, the revised agreement grants members autonomy over their work. If they decide to remain in main-

tenance as a HT3, they have the option to sign an annual waiver to opt out of automatic progression.

Furthermore, the agreement eliminates the concrete training (ACI) and math test requirements for HTs who do not want to go the construction route. The number of test questions for courses have also been reduced to eliminate barriers to advancement.

The union and ODOT will be working on a training video and materials that explain the revisions and new streamlined process. Stay tuned. □



*Members of ODOT Chapter 5700 Moraine show their solidarity with the Bargaining Team during the Bargaining Blitz on March 18, 2024.*

# VOTING

## ON THE CONTRACT



Each chapter will begin holding contract voting after the first Online Road Show has concluded. Chapter voting must be completed by July 5.

Contract ratification voting on the OCSEA Tentative Agreement (TA) and Fact Finder's Report can take place for your chapter as soon as the first Online Roadshow session via Zoom is completed (see Online Road Shows on Page 15).

**All contract ratification voting will take place IN PERSON at the chapter level ONLY.** Ratification ballots WILL NOT be mailed to members' homes and ARE NOT available through electronic voting. Members should contact their chapter president or secretary to discuss their ratification-voting schedule. **It is up to chapters to set up their in-person voting schedule.**

**Only active members can vote on the contract.** A non-member can sign a union membership card at their ratification location if they want to vote on the contract. ☐

## THINGS TO CONSIDER WHEN VOTING:



### VOTING YES:

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



### VOTING NO:

Says that you reject the Tentative Agreement and Fact Finder's Recommendations and authorize a strike.\*

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

- Corrections Canine Handler
- Correction Officers
- Correction Sergeants/Counselors
- Juvenile Correction Officers
- Firefighters/Lieutenant Firefighters
- Shooting Range Attendants
- Psychiatric Attendants
- Psychiatric Attendant Counselors
- Security Officers 3
- Security Technicians 1
- Security Technicians 2
- Youth Program Specialists
- School for the Deaf employees
- School for the Blind employees.

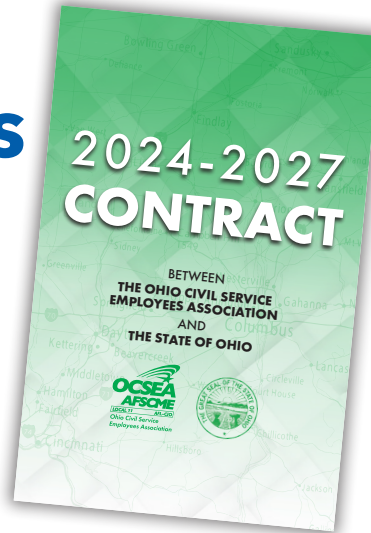
\* Please note this important voting process exception: State law requires that security employees CANNOT strike if the TA and Fact Finder's Report are rejected by voters. Unresolved issues of security employees would go to a third-party conciliator, who would select from one or the other of the last offers made by the two sides.



# Online Road Show Sessions

**OCSEA.org/  
VOTING**

A MyOCSEA member account is required to access Online Roadshow Session links.



## Online Road Show Sessions *via Zoom*

*Two online Road Shows to be held online June 24 in the interest of time*

**T**he OCSEA Online Contract “Road Shows” will take place over Zoom on Monday, June 24. There will be two opportunities for members to attend at Noon and 7 p.m. Voting on the contract cannot begin until the first “Road Show” has concluded and a chapter representative has attended one online session.

The Online Road Shows are being held to discuss the Tentative Agreement and Fact Finder’s Report with leaders and interested members. In past bargaining years, the OCSEA Negotiations Team has hit the road for multiple regional contract information meetings or “Road Shows” across the state. But, in the interest of time, the informational meetings are being held over Zoom so chapters can hold their ratification voting meetings as soon as the first Road Show concludes.

Each chapter should send a representative to an Online Road Show session as contract voting cannot take place until after a chapter representative has attended a “Road Show.” To see how to join one of the two virtual sessions on Monday, June 24, visit [OCSEA.org/voting](https://OCSEA.org/voting) or capture the QR code to the right.

OCSEA leaders, Negotiations Team members and staff will be in attendance during the online sessions to answer members’ questions. All OCSEA state members are encouraged to attend. □

### Online Road Shows

June 24 | Noon\* & 7 p.m.  
**on Zoom**



**Scan QR code**  
or go to

**[OCSEA.org/voting](https://OCSEA.org/voting)**  
for information on Online  
Road Show sessions and  
more on voting.

*\*Once the first Online OCSEA Road Show has concluded, union leaders can hold in-person contract voting events for their chapters.*





# BARGAINING BLITZ

OCSEA AFS-CME

OCSEA members heard the call and participated in an eleventh hour Bargaining Blitz with solidarity events all over the state to demand a fair contract and wage package. Check out some of the photos of members showing their solidarity!



SCAN QR CODE TO SEE ALL PHOTOS



Tentative Agreement 2024



# OCSEA DISCOUNT COLLEGE



## TUITION DISCOUNTS ON 50+ PROGRAMS

Interested in exploring opportunities for professional development or personal growth, or is a family member ready to head off or return to college? As an OCSEA member, you and your whole family have access to discounted tuition rates for college degrees and certificates. Get matched with an in-network college or university and earn an associate, bachelor's, master's degree or certificate and SAVE! Full- and part-time programs are available.

## OUR NETWORK OF COLLEGES:



**REQUEST *your* MATCH!**  
***ebsunioncollegebenefit.org/OCSEA***



# OCSEA Tentative Agreement

on the pages  
that follow:

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

Changes annotated as “Housekeeping” include: deletion due to obsolete or unused language; updates of titles and names; movement of existing language from/to another section; grammar and/or spelling corrections; elimination of existing language due to insertion of new language, etc.



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# ARTICLES

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## PREAMBLE<sup>1</sup>

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<sup>1</sup> No change.

## ARTICLE 1 – RECOGNITION<sup>1</sup>

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<sup>1</sup> No change.

## ARTICLE 2 – NON-DISCRIMINATION<sup>1</sup>

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<sup>1</sup> No change.

## ARTICLE 3 – UNION RIGHTS

### 3.01 - Access

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

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

### 3.02 - Stewards

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

Before a steward takes time away from his/her job duties to administer the Agreement, the steward must inform his/her supervisor or designee of the approximate duration of time the steward expects to be away from his/her job duties and, if the steward is leaving the work area, the duration of time expected to be away from the work area.

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

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

It is understood that the release of stewards is for contract administration purposes including up to eight (8) hours, in a minimum of four (4) hour increments, of release time during the employee's scheduled work hours for a new steward to attend Union hosted new steward training. Reasonable diligence will be exercised by stewards in performing their duties so that they do not interfere with the operational needs of the Employer. The parties agree that where a bargaining unit member is unable or unwilling to represent his/her own interest(s), a designated steward shall be provided with all necessary documentation regarding the issue and will stand in the place of the member as their Union representative. Stewards and/or Union representatives requiring release time for contract administration purposes, shall follow procedures outlined in this Section, and Sections 3.11 and 25.07, of the Agreement before leaving their work location. Stewards shall contact the supervisor or designee of an area to be visited and shall secure the signature of that supervisor or designee.

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

### 3.03 - Union Activities

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

### 3.04 - Meeting Space

The Union may host meetings at worksites where OCSEA is customarily permitted and space is available. These meetings shall only be held during employee breaks, lunch, before or after shift, and during non-worktime. The Agency reserves the right to restrict access to the premises/building outside of premises/building hours. OCSEA shall provide no less than twenty-four (24) hours' notice to the Agency in advance of such meeting. The Union may request use of State property to hold meetings. Where feasible, the Employer will provide such space. Such meetings will not interrupt State work and will not involve employees who are working. Such requests will not be unreasonably denied.

### 3.05 - Bulletin Boards

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

### 3.06 - Mail Service and Use of State Electronic Systems

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

When feasible, and where equipment is currently available, Union stewards and/or officers may utilize electronic mail and/or facsimile equipment solely for contract enforcement and interpretation and grievance processing matters. Such transmissions will be primarily to expedite communication regarding such matters, will be reasonable with respect to time and volume, and limited to communications with the grievant, if any, appropriate supervisors and employee's staff representatives. Long distance charges which may be incurred must be approved prior to transmission. There shall be no expectation of privacy when using State equipment or electronic systems.

### 3.07 - Union Orientation

Where the Employer has a structured employee orientation program, the Union shall be permitted to make a presentation not to exceed sixty (60) minutes in duration regarding the Union. The Employer will notify the Union of newly hired employees at reasonable intervals, but no later than before a scheduled orientation session.

### 3.08 - Information Provided to the Union

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

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

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

### 3.09 - Printing of Agreement

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

### 3.10 - Union Leave

#### A. Mandatory Release

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

AFL-CIO Conference/Convention  
AFSCME Convention  
AFSCME Health and Safety Meeting  
~~AFSCME International 21st Century Meeting~~  
~~AFSCME International Corrections United Conference~~  
~~AFSCME International Women's Conference~~  
~~AFSCME Nurse Advisory Conference~~  
~~AFSCME Women's Committee<sup>1</sup>~~  
Article 34 Committee (with pay)  
Board Budget Committee  
Board Election Petition Review Committee  
Board Elections Committee  
Board Structure Committee  
Classification Review Committee (36.05 A)  
Coalition of Black Trade Unionist Conference  
Constitution Committee  
Convention Credentials Committee  
DPS Assembly  
DR&C Assembly  
DYS Assembly  
Executive Board Meeting  
Membership Committee  
MHAS/DODD/VS Assembly  
Negotiations Team Election Meeting  
OCSEA/AFSCME Biennial Convention  
OCSEA Board Election Count  
OCSEA Board of Directors (with pay)  
OCSEA Board of Directors Committee for Minority and Community Affairs  
OCSEA Board of Directors Education Committee  
OCSEA Board of Directors Finance Committee  
OCSEA Board of Directors Governmental Affairs Committee  
OCSEA Board of Directors Judicial and Internal Affairs Committee  
OCSEA Board of Directors Local Government Committee (now known as the Alternative Contractual Obligations Committee)  
OCSEA Board of Directors Membership and Public Relations Committee  
OCSEA Board of Directors Professional Advisory Committee  
OCSEA Board of Directors Women's Action Committee  
OCSEA Convention Committee(s)  
OCSEA Stewards Academy

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<sup>1</sup> Housekeeping. Committees no longer active.



OCSEA Stewards Conference  
 OCSEA Veteran's Advisory Committee  
 OIL Appeal Panel (with pay)  
 Presidents Conference  
 State AFL-CIO Executive Board Meeting  
 State Board Committee  
 Statewide Leadership Conference  
 Statewide Strategic Planning Committee  
 Statewide Strategic Planning Oversight Committee  
 Statewide Structure Committee  
 Union Education Trust Quarterly Meetings and Conferences

Where possible, the Union shall provide notice in the electronic grievance system seven ten (7 10) calendar days prior to the event in advance to the Office of Collective Bargaining (OCB). Notice must include the names of all employees subject to release for the event. If less than ten (10) calendar days' notice is provided, release is at the Employer's discretion. It shall be the responsibility of the released employee to give reasonable notice to his/her supervisor prior to such absence.<sup>2</sup>

#### B. Discretionary Release

Any committees, meetings, conferences, etc. not specifically listed above may be approved for time off without pay upon approval by OCB. Leave requests under this Section shall be submitted in writing the electronic grievance system and list all employees requesting release for the event. Requests must be submitted with no less than seven ten (7 10) days in advance notice<sup>3</sup>, except where circumstances make such notice impossible. Any grievance under this Section shall be filed at Arbitration to be arbitrated as soon as possible.

The President, Vice President, and Secretary-Treasurer of OCSEA, AFSCME Local 11, (which shall consist of a total of no more than three (3) employees) shall be released and placed on full-time administrative leave with pay to conduct Union business.

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

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

#### 3.11 - Union Requests for Time Away from Job Duties for Union Work

Each Agency may require that all requests for any form of time away from job duties pursuant to this Article be made by completing a form or log provided by the Agency. No employee will be permitted time away from job duties pursuant to this Article, without completing the form or log prior to the utilization of such time, and securing of permission to utilize such time from the employee's supervisor or designee. The employee shall enter on the form the time the employee begins performing union work and the time the employee returns to the employee's job duties. Employees who do not return to their worksite prior to the end of the employees' workday shall complete the form at the beginning of the employees' next workday. Employees who normally work out of the office, will work out an acceptable alternative procedure with their supervisor.

The Union shall provide a list of attendees and the hours released for relevant release time requested pursuant to Section 3.10 and Article 43. However, this requirement is not applicable to joint committee meetings with Labor and Management attendees; e.g., RWAC, Benefits Trust, OCSEA Union Education Trust (UET) and JHCC.

#### 3.12 - Union Offices

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

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

## ARTICLE 4 – CHECKOFF<sup>1</sup>

<sup>1</sup> No change.

## ARTICLE 5 – MANAGEMENT RIGHTS<sup>1</sup>

<sup>1</sup> No change.

## ARTICLE 6 – PROBATIONARY EMPLOYEES

#### 6.01 - Probationary Periods

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

All newly hired and promoted employees, and employees who are laterally transferred to a different classification shall serve a probationary period. The initial probationary period for employees newly hired on or after July 1, 2015 shall be three hundred sixty- five (365) days from the effective date of hire. The probationary period for employees promoted or laterally transferred to a different classification shall be one hundred twenty (120) days for classifications paid at grades 1 to 7 and grades 23 to 28 or ~~one three hundred eighty- sixty- five (#80 365)~~<sup>1</sup> days for classifications paid at grades 8 to 12 and grades 29 to 36 and all employees of the Department of Rehabilitation and Correction and the Department of Youth Services, ~~other than Correction Officers and Juvenile Correction Officers.~~ However, the ~~Disability Claims Adjudicator I, Realty Specialist I, all Attorney classifications, the and Youth Leader in the Ohio Deaf and Blind Education Services Schools for the Blind and Deaf, Correction Officer, and Juvenile Correctional Officer~~<sup>2</sup> classifications shall have a probationary period of three hundred sixty-five (365) days from the effective date of promotion or lateral transfer to a different classification.

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

<sup>1</sup> Changes the probationary period for pay ranges 8 to 12 and 29 to 36 from 180 days to 365 days of probation.

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

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

An employee's probationary period ~~may~~ **shall**<sup>3</sup> be extended by a period equal to employee leaves of fourteen (14) consecutive days or longer, except for approved periods of vacation leave. For example, disability leave, adoption/childbirth, or any other leaves of fourteen (14) consecutive days or longer shall not be counted toward the employee's initial or promotional probationary period.

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

#### **B. Lateral Transfer within the Same Classification**

Where a single classification involves work which varies substantially among different positions within the classification, the Employer may require employees who are laterally transferred in the same classification to serve a trial period equal to one-half (1/2) of the promotional probationary period for the classification. During a lateral transfer trial period, the employee may elect to return to his/her previous position or, if the employee fails to perform the job requirements of the new position to the Employer's satisfaction, the Employer may place the employee back in the position the employee previously held.

#### **C. Demotion**

The Employer may require employees who are demoted pursuant to Article 17.04 to serve a trial period equal to one-half (1/2) of the promotional probationary period for the classification. During a trial period, the employee may elect to return to his/her previous position or, if the employee fails to perform the job requirements of the new position to the Employer's satisfaction, the Employer may place the employee back in the position the employee previously held.

#### **D. Inter-Agency Transfer**

Employees who accept an inter-Agency transfer pursuant to Article 17, shall serve a probationary period of one hundred eighty (180) days, except in those classifications where the promotional probationary period is three hundred sixty-five (365) days, such employees shall serve a three hundred sixty-five (365) day probationary period. If the employee fails to perform the job requirements of the new position to the Employer's satisfaction, the Employer may remove the employee. The employee may not challenge such removal.

#### **E. Cross-Collective Bargaining Agreement Rights**

Employees who are in a classification outside of those covered by this Collective Bargaining Agreement and who accept a position in a classification covered by this Collective Bargaining Agreement shall serve a probationary period of ~~one three hundred eighty-sixty-five (380 365) days, except in those classifications where the promotional probationary period is three hundred sixty-five (365) days, such employees shall serve a three hundred sixty-five (365) day probationary period.~~<sup>4</sup> If the employee fails to perform the job requirements of the new position to the Employer's satisfaction, the Employer may remove the employee. The employee may not challenge such removal.

#### **F. Department of Rehabilitation and Correction and Department of Youth Services**

~~Employees who have served a probationary period in another classification shall have the length of the probationary period, up to a maximum of six (6) months, credited toward the Correction Officer (CO) and Juvenile Correctional Officer (JCO) probationary period.~~<sup>5</sup> Following the completion of ~~six (6) months of~~ the probationary period, COs and JCOs shall be given the opportunity to select work assignments under the institution's Pick-A-Post Agreement.

The performance of each employee within the Department of Rehabilitation and Correction and the Department of Youth Services shall be reviewed at least every ~~four~~ six (6)<sup>6</sup> months during the probationary period.

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

A temporary, intermittent, interim, ~~funded position under a Welfare to Work Initiative~~<sup>7</sup> or seasonal employee who becomes a permanent employee in the same Agency, classification and job duties will be credited with time served if it is connected to their permanent appointment, but no more than one-half (1/2) the length of the probationary period for that classification.

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

### **7.01 - Temporary Positions**

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

### **7.02 - Interim Positions**

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

- B. Internal Interim Appointments to Non-Bargaining Unit Positions

Bargaining unit employees may receive internal interim appointments to positions which are not covered by this Agreement; and shall be compensated as a temporary working level. Such employees will be considered members of the bargaining unit for the duration of the interim assignment, but shall not represent either the

<sup>3</sup> Changes "may" to "shall" to be extended by a period equal to employee leaves of fourteen (14) consecutive days or longer, except for approved periods of vacation leave.

<sup>4</sup> Changes the probationary period from 180 days to 365 days for any employee who was outside of this CBA who accepts a classification in this CBA

<sup>5</sup> Housekeeping for the agreed upon changes from 180 days to 365 days.

<sup>6</sup> Coincides with the changes in length of probationary periods.

<sup>7</sup> Removes references to Welfare to Work Initiatives that do not exist any longer.



Employer or the Union in Labor/Management issues or the administration of this Agreement while holding the interim appointment.

### **7.03 - Intermittent Positions**

Intermittent positions are those positions in classifications covered by this Agreement which do not exceed one thousand (1,000) hours per employee in any fiscal year. The Employer agrees not to use intermittent positions to avoid filling permanent full-time positions. The allocation and use of intermittent positions shall be an appropriate subject for the Labor/Management Committee.

All intermittent positions are in the unclassified service. All intermittent positions are scheduled at the discretion of the Employer, with no rights under Article 13, except Sections 13.03 and 13.04. An employee in an intermittent position may be terminated at will without recourse, and such termination is considered for just cause.

Employees in intermittent positions shall be hired at Step 1 of the appropriate pay range for their classification. The employees in the intermittent positions shall not serve a probationary period. The employees in the intermittent positions are not eligible for step increases or longevity or any contractual benefits received by permanent employees (e.g., vision, dental, life, health insurance, holiday pay, leave accruals, any other paid leave, shift differential, pay supplements, etc.). Those employees who are currently receiving steps and longevity shall be permitted to maintain them until they are separated. No contribution will be made to the UBT or UET for the intermittent positions.

Intermittent positions are not subject to the layoff provisions of Article 18. Employees in intermittent positions shall be terminated before any full or part-time permanent employee in the same classification and work unit, as mutually agreed, is laid off. Employees in intermittent positions shall not have recall or reemployment rights.

### **7.04 - Seasonal Employees**

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

### **7.05 - Salaries of Interim Positions and Non-Intermittent 1,000 Hour Assignments Positions**

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

### **7.06 - Seasonal, Intermittent, Interim, Temporary Overtime**

Employees in the temporary appointment type may be scheduled to avoid overtime. Employees in the temporary appointment type shall not earn compensatory time.

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

### **7.07 - ~~Welfare to Work Initiative Participants~~ RESERVED FOR FUTURE USE<sup>1</sup>**

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

<sup>1</sup> Housekeeping. Program no longer used.

### **7.08 - Work Scheduling**

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

### **7.09 - Project Employees**

Project Employees are an appropriate topic for Labor/Management Committees.

### **7.10 - Temporary Working Level Pay Supplements**

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

## **ARTICLE 8 – LABOR/MANAGEMENT COMMITTEES**

### **8.01 - Agency Committees**

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

### **8.02 - Committee Purpose and Agenda**

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

- A. Discuss the administration of this Agreement;
- B. Notify the Union of changes contemplated by the Employer which may affect bargaining unit employees;
- C. Discuss the future needs and programs of the Employer;
- D. Disseminate general information of interest to the parties;
- E. Give the Union representatives the opportunity to discuss the views of bargaining unit employees and/or make suggestions on subjects affecting those employees;
- F. Give the parties the opportunity to discuss the problems that give rise to outstanding grievances and to discuss ways of preventing contract violations and other workplace conflicts from occurring. The parties agree that the discussion of individual grievances is not an appropriate topic for Labor/Management Committees;
- G. Proposed work rules will be an appropriate subject for discussion; and
- H. Such other items as the parties may mutually agree to discuss. All committees will be co-chaired by a Union and an Employer representative. The agenda for each meeting shall be jointly prepared by the co-chairpersons in advance of the meeting. The parties are committed to a timely completion and distribution of the minutes. The minutes shall not be construed as constituting a binding agreement or negotiations between the parties.
- I. Agency Labor Management Committee discussions on telework will be governed by the Telework Letter of Agreement. The Telework Letter of Agreement shall remain in effect through the duration of the 2021-2024 OCSEA Collective Bargaining Agreement. The Telework Letter of Agreement shall expire at the conclusion of the 2021-2024 OCSEA Collective Bargaining Agreement unless mutually agreed to otherwise.

#### **8.03 - Time Off**

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

#### **8.04 - Labor/Management Relations**

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

#### **8.05 - Joint Information Technology (IT) Committee**

##### **A. Composition**

The parties shall each appoint an equal number of Labor and Management representatives that will meet to address information technology workforce issues. The committee shall meet at least quarterly or as often as mutually determined that there is a need.

##### **B. Purpose**

1. The purpose of the committee is to:

Review practices and develop education and training initiatives that help build the capacity of the State IT workforce. The parties are committed to joint initiatives that will do the following:

- a. Address career development to include elements such as identification of skills/talent needs, assessment of staff strengths, identification of skill gaps, and design of staff development plans/programs. The purpose is to build a capable and competitive workforce to support the strategic direction and operational needs of the Agency.
  - b. Formalize a career development process to identify, communicate, and foster the critical skills the Employer must have. This includes tracking and communicating current IT trends, Agency specific technology requirements, and statewide standards.
  - c. Create career development initiatives that will integrate knowledge management and training to build bench strength, reduce employee turnover, and minimize staff augmentation and outsourcing.
2. Help address workforce planning issues that are related to skill shortages, hiring or deploying the workforce, and meeting competencies required by the State.
  3. Examine and jointly address high performance work initiatives.
  4. Establish procedures to maintain an updated IT classification system that meets the needs of State government that includes relevant job descriptions and appropriate pay for bargaining unit employees.
  5. Promote improved communications between bargaining unit employees and Management that can include establishment of Agency Labor/Management IT Committees.

##### **6. The parties will discuss the use of Artificial Intelligence (AI) and related training opportunities.<sup>1</sup>**

~~7.6~~ The committee agrees to discuss ways to encourage individuals to develop the skills and knowledge necessary to perform State IT work with all available resources including UET resources.

##### **C. Subcommittees**

The Statewide Joint Information Technology Committee may establish any subcommittees it deems necessary in order to fulfill its mission. Subcommittee members may include Agency representatives, subject matter experts, or any other persons deemed necessary by the Statewide Joint IT Committee. All committees will maintain an equal number of Management and Union representatives.

##### **D. IT Personal Services Contracting Subcommittee**

Notwithstanding the Sections of Article 39, within sixty (60) days of the effective date of the Agreement, the parties will establish a subcommittee for the purpose of analyzing IT personal services contracts. The subcommittee, in conjunction with selected State Agencies, will conduct research aimed at identifying the cost, capabilities required, performance expectations, quality, program requirements, or other factors that influence contracting out IT personal services work. The subcommittee will be provided access to available information regarding costs, performance outcomes/expectations, and other information relevant to conducting a cost comparison between State-operated work and IT personal services contracted work. The goal is to identify potential solutions to better use bargaining unit employees to reduce IT personal services contracted work.

<sup>1</sup> Adds the opportunity for the 8.05 Committee to have discussions on artificial intelligence (AI) and related AI trainings.



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

<sup>1</sup> No change.

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

<sup>1</sup> No change.

## ARTICLE 11 – HEALTH AND SAFETY<sup>1</sup>

<sup>1</sup> No change.

## ARTICLE 12 – STAFFING CONCERNS<sup>1</sup>

<sup>1</sup> No change.

## ARTICLE 13 – WORK WEEK, SCHEDULES AND OVERTIME<sup>1</sup>

<sup>1</sup> In FACT FINDING - See Fact Finder's Report.

## ARTICLE 14 – RESERVED FOR FUTURE USE<sup>1</sup>

<sup>1</sup> No change.

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

<sup>1</sup> No change.

## ARTICLE 16 – SENIORITY

### 16.01 - Definitions

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

- A. "State seniority" - the total OCSEA bargaining unit seniority credits accrued since the employee's last date of hire with the State, except as modified by Section 16.02.
- B. "Institutional seniority" - the total seniority credits accrued since the employee's last date of hire or transfer into the specific institution where the employee is currently employed except that an employee shall retain his/her current institutional seniority in cases where the employee bumps, is displaced, or is placed into another institution in accordance with Article 18 subsequent to July 1, 2015. If such an employee later transfers in accordance with Article 17 within one year of placement, and such transfer is to the geographic jurisdiction of the employee's prior institution, the employee shall retain his/her current institutional seniority. Geographic jurisdiction for purposes of this Section shall be both those jurisdictions set forth in Appendix J and in OAC 123:1-41-13 (as determined by the county where the employee's former institution was located). In the Department of Rehabilitation and Correction and the Department of Youth Services transfer of institutional seniority credits into newly activated institutions shall be as follows:
  - 1. Bargaining unit employees who are transferred through the thirtieth (30<sup>th</sup>) day after the first youth or inmate (other than cadre) arrives shall carry with them their institution seniority credits;
  - 2. Bargaining unit employees who are transferred after the thirtieth (30<sup>th</sup>) day from the time the first youth or inmate (other than cadre) arrives shall not be permitted to transfer institution seniority credits.
- C. "Seniority credit" - the total number of pay periods during which an employee held or had a right to return to a bargaining unit position, including periods of absence resulting from suspension, leaves of absence whether paid or unpaid, disability leave, leave for periods of Workers' Compensation (up to three (3) years), and layoff (for as long as the employee remains on the recall list). Part-time employees experiencing similar periods of absence shall be credited with seniority at a rate determined by the average hours in active pay status during their last six (6) full pay periods.

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

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

### 16.02 - Exceptions

#### A. Return from Disability Separation/Disability Retirement

An employee who makes application for reinstatement within two (2) years from the date of disability separation or within the statutorily allowed time from the date of disability retirement and is properly reinstated shall receive seniority credits and service credits for the period of disability separation or disability retirement.

#### B. Non-Bargaining Unit Service

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

#### C. Initial Probationary Period

An employee in an initial probationary period shall have no seniority until completion of his/her probationary period. Upon the completion of said probation, the employee will acquire seniority from his/her original date of hire. An employee who has a continuous period of temporary, interim, intermittent or

<sup>1</sup> Housekeeping to remove language that is no longer relevant. Adds language to reflect current practice.

seasonal employment prior to receiving permanent appointment shall acquire seniority for such time only if that permanent appointment occurred prior to July 1, 1989.

#### **D. Contiguous Intermittent Period**

An intermittent employee's seniority is zero (0). If an intermittent employee is hired into a permanent position in any State Agency, Board, or Commission, the intermittent employee shall receive seniority credits for time worked as an intermittent up to the maximum number of hours allowable under Section 7.03, one thousand (1,000) hours<sup>2</sup>. However, no seniority credit will be given for any period prior to June 18, 2009. An intermittent who takes a position with any State Agency, Board or Commission subject to this Agreement who is hired within sixty (60) days of the termination of the intermittent status has not experienced a break in seniority and service credits during the sixty (60) days.

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<sup>2</sup> Housekeeping to make consistent with Article 7.03.

#### **16.03 - Ties**

Ties in State seniority shall be broken in the descending numeric order of the last four (4) digits of the employee's social security number. However, the posted seniority list will display the last four (4) digits of State of Ohio User ID number. The highest number will be 9999 and the lowest will be 0000. Any remaining ties will be broken by lot. Ties in institutional seniority shall be broken in the order of State seniority.

Where the relative ranking of seniority has been previously established and accepted by any means such relative ranking shall not be changed. However, where additional ties are created by personnel actions, e.g., transfers, bumpings, reassignments, recall, etc., the employee list will be regenerated using the last four (4) digits of all tied employees' social security numbers. The additional employees will be inserted into the list pursuant to their last four (4) digits of the social security numbers in descending numeric order. The list will then be maintained utilizing the State of Ohio User ID number.

#### **16.04 - Seniority Rosters**

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

#### **16.05 - Statewide Seniority Credit Tribunal**

The Statewide Seniority Credit Tribunal (Tribunal) shall review seniority credit totals which may have been affected by issues including, but not limited to, transfers, promotions, demotions, prior service conversions, etc. The Tribunal shall be composed of two (2) OCSEA bargaining unit members, a representative from OCB and a representative from OCSEA. Decisions of the Tribunal shall be final and binding and shall be entered into OAKS.

The Tribunal shall meet on an "as needed" basis to address seniority credit issues. Tribunal time shall be the same as time under Section 3.03. The decisions of the Tribunal shall not be grievable. An appeal of a Tribunal decision may be filed with the Tribunal along with additional information. If any modification to the calculation is made, a new notice of decision will be issued. Otherwise, no other action shall be taken. The Tribunal shall review all documents received and obtain any additional information, including EHOCS/PAs, necessary to make a decision. A written decision shall be sent to the affected employee, the Union representative and the appropriate Agency employee.

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

In the event that an Agency has a large number of seniority credit issues as the result of a reorganization, layoff, merger, etc., the Agency may establish an Agency-wide tribunal which shall utilize the guidelines and procedures contained in this collective bargaining agreement for determining OCSEA seniority credits established by the Statewide Tribunal. This process may also be utilized to remedy seniority issues brought to light during vacation canvasses, and/or Pick-A-Post Committees. Where the parties are unable to resolve the issue(s), the issues shall be reduced to writing and forwarded to the Statewide Tribunal for final determination.

Additionally, the Statewide Tribunal shall create a flow chart to process issues related to processing the seniority credit accruals. In the event a grievance involving seniority credits has been filed under Article 25, the grievance shall be identified and forwarded to the Statewide Tribunal for processing. Grievances shall be given priority in processing by the Tribunal.

## **ARTICLE 17 – PROMOTIONS, TRANSFERS, DEMOTIONS AND RELOCATIONS**

#### **17.01 - Policy**

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

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

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

#### **17.02 - Definitions**

- A. "Permanent transfer" is the movement of an employee in the same classification, to a posted vacancy within the same Agency from either one county to another or from one institution to another.
- B. "Promotion" is the movement of an employee to a posted vacancy in a classification with a higher pay range within the same Agency. A higher pay range is defined as a pay range in which the first step or the last step has a higher pay rate than the first or last step of the pay range to which the employee is currently assigned.
- C. "Permanent relocation" is the movement of an employee and his/her position to another location within the same headquarters county. Relocations do not constitute the filling of a vacancy.



- D. "Headquarters county" is the county in which the employee is employed.
- E. "Vacancy" is an opening in a permanent full-time or permanent part-time position within a specified bargaining unit covered by this Agreement which the Agency determines to fill and does not include those positions identified through mutual agreement between the Union and the Agency as being subject to reorganization, changes in appointment category (type), or a movement that constitutes a demotion.
- Vacancies shall be filled by adhering to the following processes in the order set forth:
1. Permanent transfer as set forth in Section 17.07;
  2. Bumping or displacement as set forth in Article 18;
  3. Recall as set forth in Article 18;
  4. Reemployment as set forth in Section 18.13;
  5. Cross geographical jurisdiction bidding as set forth in Section 18.12;
  6. Promotion as set forth in Article 17;
  7. Lateral transfer as set forth in Article 17 and;
  8. Demotions as set forth in Article 17.
- F. "Lateral transfer" is defined as an employee-requested movement to a posted vacancy within the same Agency which is in the same pay range as the classification the employee currently holds
- G. "Demotion" is defined as the movement of an employee to a position in a classification with a lower pay range within the same Agency. A lower pay range is defined as a pay range in which the first or last step has a lower rate of pay than the first or last step of the pay range to which the employee is currently assigned.
- H. "Inter-Agency Transfer" is defined as an employee-requested movement to a posted vacancy in a different Agency. Should the employee be selected for an inter-Agency transfer to a position with a higher pay range than that currently held by the employee, the employee shall be placed in the step to guarantee an increase of approximately four percent (4%). Should the employee be selected for an inter-Agency transfer to a position in the same pay range currently held by the employee, the employee shall be placed in the same step of the pay range. Should the employee be selected for an inter-Agency transfer to a position in a lower pay range than that currently held by the employee, the employee shall be placed in the step closest to but not to exceed the step currently held by the employee. Nothing in this Section precludes the Employer from utilizing an advance step placement at its discretion.

### 17.03 - Posting

All vacancies within the bargaining units that the Agency intends to fill shall be posted on the Ohio Hiring Management System (OHMS or careers.ohio.gov). In cases of vacancies that are to be filled by permanent transfer(s), the posting shall list the areas of declared excess. The Agencies shall declare on the vacancy posting its intent to fill by: 1) permanent transfer or 2) by promotion, transfer or demotion. Further, vacancy notices will list the deadline for application, pay range, class title and shift where applicable, the knowledge, abilities, skills, and duties as specified by the position description. If the Employer has designated the position as Data Security Sensitive, the vacancy notice will also list if the final applicant will be required to successfully complete a background check. Vacancy notices shall be posted for at least ~~five (5)~~ five (5) business<sup>1</sup> days. Posted vacancies shall not be withdrawn to circumvent the Agreement. Should the initial applicant fail to successfully complete the probationary period, the Employer may, within one hundred eighty (180) days of awarding the position, repost or select from the remaining pool of applicants for the position from the original posting.

The Employer will cooperate with the Union to make job vacancies known beyond the required areas of posting. Application processes shall not be changed without mutual agreement.

### 17.04 - Applications

Employees may file timely applications through the Ohio Hiring Management System (OHMS or careers.ohio.gov) for permanent transfers, promotions, lateral transfers or demotions. Applicants must specify on the application how they possess the minimum qualifications for the position. Paper applications shall only be accepted for vacancies in the Department of Developmental Disabilities. Upon receipt of all bids the Agency shall divide them as follows:

1. All employees in the office (or offices if there is more than one office in the county), "institution" or county where the vacancy is located, who possess and are proficient in the minimum qualifications contained in the classification specification and the position description.
2. All employees within the geographic district of the Agency (see Appendix J) where the vacancy is located, who presently hold a position in the same, similar or related class series (see Appendix I), and who possess and are proficient in the minimum qualifications contained in the classification specification and the position description.
3. All other employees within the geographic district of the Agency (see Appendix J) where the vacancy is located, who possess and are proficient in the minimum qualifications contained in the classification specification and the position description.
4. All other employees of the Agency, including intermittents.
5. All other employees of the State (Inter-Agency Transfer).

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

Employees serving either in an initial probationary period, trial period or promotional probationary period, shall not be permitted to bid on job vacancies.

An employee shall be permitted to bid on a job vacancy while receiving Workers' Compensation, OIL, Salary Continuation, or disability leave benefits, but shall not be eligible to fill the vacancy unless the date for the employee's return to duty is prior to or coincides with the date the job is to be filled.

An employee who fails to complete the probationary period for a position shall be restricted from bidding on the same classification for six (6) months from the date the employee was probationarily demoted. In the Environmental Protection Agency (EPA) and Public Utilities Commission of Ohio (PUCO), the bidding restriction for failure to complete a probationary period shall only apply to the same classification within the same division.

<sup>1</sup> *Changes postings from ten (10) calendar days to five (5) business days*

## 17.05 - Selection

If the vacancy is a Data Security Sensitive position that requires the passing of a background check, the Employer may deny the final applicant the position based on the results of the background check.

If the position is in a classification which is assigned to pay ranges one (1) through seven (7) and pay ranges twenty-three (23) through twenty-seven (27), the job shall be awarded to the qualified employee with the most State seniority unless the Agency can show that a junior employee is demonstrably superior to the senior employee. As permitted by law, affirmative action shall be a valid criterion for determining demonstrably superior.

If the position is in a classification which is assigned to pay ranges eight (8) through twelve (12) or twenty-eight (28) or higher (including pay ranges CO and SGT)<sup>2</sup>, the job shall be awarded to an eligible bargaining unit employee on the basis of qualifications, experience, education and active disciplinary record. For purposes of this Article, disciplinary record shall not include oral or written reprimands. When these factors are substantially equal State seniority shall be the determining factor.

Any employee with an active suspension issued on or after July 1, 2015, shall have no rights to grieve non-selection.

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

- A.
  1. The Agency shall first review the bids of the applicants from within the office, county or "institution," except for positions, other than Correction Officer and Correctional Sergeant/Counselor, in classifications which are assigned to pay ranges eight (8) through twelve (12) or twenty-eight (28) or higher (see 17.05(A)(2) below).
  2. If no selection is made in accordance with the above, then the Agency will first consider those employees filing bids under Sections 17.04 (2) and 17.04 (3); provided however, for a position, other than Correction Officer and Correctional Sergeant/Counselor, in a classification which is assigned to pay ranges eight (8) through twelve (12) or twenty-eight (28) or higher, the Agency shall consider employees filing bids under Sections 17.04 (1), (2), (3), and (4) as one selection pool. Employees bidding under Sections 17.04 (4) shall have grievance rights through Step Two to grieve non-selection. Employees bidding under Sections 17.04 (5) shall have no rights to grieve non-selection.
  3. If a vacancy is not filled as a promotion pursuant to Sections 17.04 and 17.05, bids for a lateral transfer shall be considered. Consideration of lateral transfers shall be pursuant to the criteria set forth herein. The Agency shall consider requests for lateral transfers before considering external applications. Employees bidding under Section 17.04 (4) shall have grievance rights through Step Two. Employees bidding under Section 17.04 (5) shall have no rights to grieve non-selection. The successful applicant shall possess and be proficient in the minimum qualifications of the position description and the classification specification. If there are multiple applicants, the selection will be made from the most senior applicant who meets minimum qualifications as stated above.
  4. If a vacancy is not filled as a promotion pursuant to Sections 17.04 and 17.05 or by lateral transfer, bids for demotions shall be considered. Employees bidding under Section 17.04 (4) shall have grievance rights through Step Two. Employees bidding under Section 17.04 (5) shall have no rights to grieve non-selection.
- B. In institutions lateral transfers shall be accomplished as follows:
  1. No more than ten percent (10%) of the bargaining unit employees in an institution, as determined by the Table of Organization, may make lateral transfers out of that institution in a calendar year.
  2. The number of bargaining unit vacancies in an institution during the previous calendar year shall be determined in the first week of January of each year. Ten percent (10%) of that number shall be determined by rounding up, and that number plus ten percent (10%) of any new vacant positions added to the Table of Organization, shall be used to determine the maximum number of vacancies that the institution shall be required to accept by lateral transfer during the ensuing year.
  3. In the Department of Rehabilitation and Correction during the first twelve (12) months of operation, each newly activated institution will be required to fill the first thirty percent (30%) of their posted vacancies through lateral transfers from other institutions. (Additional vacancies may be filled by lateral transfers at Management's discretion.) Thereafter, such institution shall accept lateral transfers in the same manner as all other institutions.
  4. This Section shall not modify work areas or the application of Pick-A-Post Agreements.

## 17.06 - Selection Devices/Proficiency Instruments/Assessments

The Employer may use selection devices, proficiency testing and/or assessments to determine if an applicant meets minimum qualifications and, if applicable, to rate applicants pursuant to Section 17.05. Selection devices, proficiency tests or other assessments shall be released only to the General Counsel of OCSEA or a specifically named designee identified in writing to OCB, who is not an employee of the State of Ohio, and who will use a review process that assures maintenance of confidentiality, security, and integrity of the test. The General Counsel of OCSEA or the specifically named designee shall sign the non-disclosure/confidentiality agreement before receiving a copy of the selection device, proficiency test, or other assessment. If any additional parties, other than the General Counsel or designee, need to view or receive a copy of the selection device, proficiency test, or assessment for purposes of administering the grievance, the party(s) shall sign the non-disclosure/confidentiality agreement(s) prior to access and a copy of the signed non-disclosure/confidentiality agreement will be provided to OCB upon signing. Under no circumstance, shall a copy be released to an employee of the State of Ohio. Any signatory to the non-disclosure/confidentiality agreement shall be responsible for the confidentiality of the selection device, proficiency test, or assessment. Any authorized physical copies must be returned to the Employer and any electronic copies must be permanently deleted. If the selection device, proficiency test or other assessment is used as evidence in a mediation or an arbitration hearing, it will only be submitted to the mediator or arbitrator in camera or under seal, provided the submission shall not impair the union's right to use evidence submitted in camera or under seal in the grievance, mediation, and arbitration process.

## 17.07 - Permanent Transfers

- A. When it is determined by the Employer that a vacancy exists in a classification for which there are excessive employees located in an institution or in counties other than the headquarters county of the vacant position,

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<sup>2</sup> Housekeeping.



then the permanent transfer vacancy posting process may be utilized. In this case, only employees in the same classification as the posted vacancy located in the declared areas of excess shall be eligible to apply for the vacancy. Applications shall be listed according to those in the same classification who possess and are proficient in the minimum qualifications of the classification specification and position description of the posted position in descending order of the most senior to the least senior. The applicant who possesses and is proficient in the minimum qualifications of the classification specification and position description and has the most seniority shall be selected.

- B. The successful applicant(s) for all permanent transfers shall serve a trial period equivalent to one-half (1/2) the probationary period that corresponds to the classification of the vacancy as listed in Section 6.01. During this trial period, the Employer maintains the right to place the employee back in the previous site prior to the transfer if the employee fails to perform the job requirement of the new position to the Employer's satisfaction.
- C. Each Agency will identify the areas deemed to be in excess and will notify the Union of excesses as soon as practicable. Notices to the Union of a layoff or job abolishment shall be considered adequate notice of an excess.

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

#### 17.08 - Permanent Relocation

Permanent relocations do not apply where there are Pick-A-Post and/or Work Area Agreements.

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

Permanent relocations shall function as follows:

- A. The Agency shall canvass the areas of excess for volunteers to move to the area of need. This canvass shall be accomplished by a posting of the relocation opportunity for three (3) workdays.
- B. The Agency shall relocate the volunteer that possesses and is proficient in the minimum qualifications and has the most seniority.
- C. If there are no volunteers in the area(s), the Agency may relocate the employee with the least seniority who possesses and is proficient in the minimum qualifications of the classification specification in the position description, to the area of need.
- D. In cases of involuntary relocation, the employee has a preferential right to return to the previous job site from which he/she was relocated for up to one (1) year, provided that there is a need or a posted vacancy in the same classification as the relocated employee.
- E. The permanently relocated employee shall only be relocated to perform duties appropriate to the same classification which he/she holds. Such relocation(s) do not constitute the creation or filling of a vacancy pursuant to Section 17.02.

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

#### 17.09 - Nepotism

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

#### 17.10 - ODOT Temporary Work Assignment

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

## ARTICLE 18 – LAYOFFS<sup>1</sup>

## ARTICLE 19 – WORKING OUT OF CLASS

#### 19.01 - Position Descriptions

New employees shall be provided a copy of their position description. When position descriptions are changed, employees shall be furnished a copy. Any employee may request a copy of his/her current position description. Classification specifications are available on the Department of Administrative Services' website.

#### 19.02 - Grievance Steps

##### Filing the Grievance with the Agency Director or Designee

If an employee or the Union believes that he/she has been assigned duties not within his/her current classification, the employee or the Union may file a grievance. **The employee or the Union must specifically state which duties are allegedly being performed and the amount of time those duties are performed on the grievance form, or the grievance will not be arbitrable.<sup>1</sup> Filing a grievance under this Article bars an employee from filing a subsequent grievance regarding job duties for one (1) calendar year from the date of signing the grievance if their position number has not changed.**<sup>2</sup> The Agency Director or designee shall investigate and issue a decision within fifty (50) calendar days. If the parties mutually agree, a meeting to attempt to resolve the grievance may be held at the grievant's work site prior to the issuance of the decision of the Director or designee. If the Director or designee determines that the employee is performing duties which meet the classification concept and which constitute a substantial portion of the duties (i.e., more than twenty percent (20%) of the employee's time if to a higher classification or eighty percent (80%) of the employee's time if to a lower classification) specified in another classification specification, the Director shall order the immediate discontinuance of the inappropriate duties being performed by the employee, unless the parties agree to the reclassification of the person and position pursuant to the provisions of this Article. If the duties are determined to be those contained in a classification with a lower pay range than the employee's current classification, no monetary award will be issued.

<sup>1</sup> In FACT FINDING - See Fact Finder's Report.

<sup>1</sup> Addresses having the duties placed on the grievance form that are being performed above 20% for working at a higher classification or 80% or above for working in a lower classification; as well as the amount of time performing those duties.

<sup>2</sup> Restricts an employee from filing a grievance for WOC if the duties of a previously filed grievance within the previous year are the same. This does not restrict an employee from filing a new WOC grievance if the duties have changed.

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

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

In no event shall the monetary award be retroactive to a date earlier than four (4) working days prior to the date of the filing of the original grievance.

If the grievance is not resolved within fifty (50) days of filing or the date of an agreed upon extension, it will be automatically eligible for appeal.

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

Grievances which have not been resolved under the foregoing procedure may be appealed to ADR by the Union within fifteen (15) days of the appeal. The Union shall propose the grievance for ADR within one hundred twenty (120) days from the original filing of the grievance.

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

Present at the hearing shall be a Union representative, the grievant or the employee whose duties are being challenged, and a Management representative and Agency designee who will present their arguments to the arbitrator. The employee's position description will be admitted into evidence at the hearing. If the Union disagrees with the accuracy of the position description, it may file objections with the Management advocate accompanied by its version of what actual duties were performed at least two (2) days in advance of the arbitration hearing. The objections filed by the Union will be admitted into evidence. The arbitrator will issue a binding bench decision at the conclusion of the hearing, which will identify if the employee was working out of classification and for what period of time. If the arbitrator determines that the employee is performing duties in a classification which carries a higher pay range than the employee's current classification, the arbitrator shall order the Employer to immediately discontinue such assigned duties. If the arbitrator determines the duties of the position to be of a lower classification, the arbitrator shall order the Employer to immediately discontinue such assigned duties. The arbitrator's decision concerning a lower classification is restricted to determining whether duties are performed for a substantial portion of time. Only when the employee is performing duties inconsistent with the employee's original classification assignment more than eighty percent (80%) of the employee's time will a determination be made to instruct the Employer to discontinue the assigned duties.

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

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

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

#### **19.03 - Holding Classes**

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

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

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

The remedy ordered at any step of the grievance, including a monetary award, shall be in accordance with Section 19.02 above.

#### **19.04 - No Pre-positioning**

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

## **ARTICLE 20 – BENEFITS**

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

##### **A. General**

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

##### **B. Open Enrollment**



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

Open enrollment fairs will be sponsored by the Employer in those years when a significant change in the benefits program has been implemented. Such a change would include, but not be limited to, new insurance vendors, elimination of existing insurance vendors, and significant changes to the insurance plan design. The JHCC will evaluate the need for open enrollment fairs and will make a recommendation to the Director of Administrative Services if it is determined that open enrollment fairs are needed during a particular open enrollment period. Whenever possible, the recommendation will be made at least six (6) months in advance of the open enrollment period to allow for adequate time to plan for and organize the open enrollment fairs. Fairs will be publicized among State employees and employee attendance at the fairs will be allowed and encouraged subject to the legitimate scheduling needs of the Employer.

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

#### **C. Changes Outside of Open Enrollment**

In order to maintain premium payment with pre-tax earnings, any changes outside of open enrollment must be in compliance with the applicable rules of the Internal Revenue Code Section 125 which may include but not be limited to the following (see the DAS website for additional information): Coverage changes may occur if requested within thirty-one (31) days of any of the following events:

1. After marriage, death of a spouse, divorce, legal separation, or annulment, in which case coverage becomes effective the first day of the month following the month of the event.
2. Birth, adoption, placement for adoption, or death of a dependent, in which case coverage becomes effective with the birth, adoption, or placement of a child or date of death.
3. Termination or commencement of employment by the employee, spouse or dependent, in which case coverage becomes effective the first day of the month following the month of the event.
4. Reduction or increase in hours of employment by the employee (including layoff or reinstatement from layoff), spouse, or dependent, including a switch between part-time and full-time, strike, lockout, or commencement, return to work from an unpaid absence, or change in work site in which case coverage becomes effective the first day of the month following the month of the event.
5. Return to work through order of arbitration or settlement of a grievance, or any administrative body with authority to order the return to work of an employee.
6. The employee's dependent satisfies or fails to satisfy the requirement of the definition of dependent due to attainment of age, student status or any similar circumstance as provided in the Health Plan under which the employee receives coverage.
7. If the plan receives a Qualified Medical Child Support Order (QMCSO) pertaining to an employee's dependent, the Employer shall add or drop the child to the plan depending upon the requirement of the QMCSO.
8. If an employee, spouse, or dependent who is enrolled in a health plan becomes entitled to coverage (i.e., enrolled) under Part A or Part B of Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under Section 1928 of the Social Security Act (the program for distribution of pediatric vaccines).
9. If an employee, spouse, or dependent is no longer entitled to coverage (i.e., enrolled) under Part A or Part B of Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under Section 1928 of the Social Security Act (the program for distribution of pediatric vaccines).

Requests for changes pursuant to Sections (1) through (9) must be supported by proper documentation.

10. An employee ~~may~~ **must**<sup>1</sup> change third-party administrators if the employee no longer resides in the service area of the employee's current third-party administrator.

<sup>1</sup> Housekeeping. Reflects current practice.

#### **D. Eligibility**

All permanent full-time and part-time employees, including established-term appointment (ETA) employees (unless modified by Agency Specific Agreements), shall be eligible for health benefits as well as for the benefits provided by the Union Benefits Trust. In addition, employees to whom the Employer owes responsibility for providing health benefits pursuant to the Patient Protection and Affordable Care Act (PPACA) shall be eligible for health benefits. For new employees, coverage for health care benefits as provided in this Article becomes effective on the first day of the month following the month in which the employee begins employment with the State. Changes made during open enrollment will become effective on the first day of the new benefit period. The Employer reserves the right to perform dependent eligibility audits after providing advanced notice and consulting with the Joint Health Care Committee. Health care costs paid on behalf of ineligible dependents will be subject to recovery.

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

1. The employee's current legal spouse.
2. a. Medical Benefits: the employee's children until the end of the month in which they reach age 26 (including legally adopted children, children for whom the employee has been appointed legal guardian, and dependent stepchildren and foster children);

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

3. Children of divorced or separated parents not residing with the employee but who are required by law to be supported by the employee.
4. Unmarried children of any age who are incapable of self-support due to mental or physical disability, whose disability began before age 23 and who are principally dependent on the employee. When there is an unsuccessful attempt at independent living, a child covered pursuant to this provision will be re-enrolled for coverage, provided application is made within five (5) years following the loss of coverage.
5. Dependent children placed for adoption in an employee's home shall be eligible for coverage under the same conditions as children born to an employee or the spouse of the employee, whether or not the adoption has become final.

Employees that are called to active military service by the federal government continue to be eligible for full health care benefits during their tour of duty. Their dependents also continue to be eligible for health care benefits during their active duty service.

An employee or dependent may only be covered once under the health plan, except as required by the PPACA (e.g.): when both spouses in a family are employed by the State, each may elect single coverage, or one may elect family coverage provided that the spouse who elects single coverage may not be listed as a dependent under the family coverage; a child who is eligible as an employee of the State is not also eligible as the dependent of a parent who is also a State employee; an individual who is the spouse of a State Employee and the child of another State employee may only be covered as a dependent under the family coverage for one of the State employees.)

#### E. COBRA

The Employer shall provide Consolidated Omnibus Budget Reconciliation Act (COBRA)<sup>2</sup> coverage as required by applicable laws. Specific information on COBRA shall be available on the DAS website.

<sup>2</sup> Housekeeping. Adds full name.

### 20.02 - Joint Health Care Committee (JHCC)

#### A. Membership and Purpose

The Employer agrees to retain the JHCC, which shall include the Labor co-chair and five (5) representatives from OCSEA/AFSCME and one (1) each from the four (4) remaining Unions which have the largest number of State employee bargaining unit members and a like number of Management representatives. Representatives from other Unions may be added as non-voting members by mutual agreement of the Labor and Management co-chairs.

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

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

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

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

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

#### B. Subcommittee Functions

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

Specific functions of the subcommittees shall include:

##### ~~1. Planning<sup>3</sup>~~

- ~~a. Make recommendations regarding the request for proposal, evaluation of bidders, and selection of all health plans and of the consultant(s) who will assist in the process of health plan evaluation and selection. The Labor co-chair of the JHCC, or designee, may at his/her discretion participate in any consultant or provider interview process. Upon agreement by the co-chairs, subcommittee members may participate in the interview process as well. The planning subcommittee will review the requests for proposals (RFPs) and the proposals of bidders, unless Labor agrees to waive this review in the interests of time, in which case the Labor co-chair will review the RFPs and the proposals of bidders.~~

##### ~~b. Make recommendations regarding vendor contracts.~~

##### ~~c. Facilitate research on new initiatives and review market analysis of health care issues and review the health care marketplace.~~

##### 2.1 Administration/Planning

- a. Monitor the operations, contract compliance and National Committee for Quality Assurance (NCQA) or other applicable accreditation status of health plans.
- b. Review customer service issues and work with DAS Benefits Administration Services to resolve those issues.

<sup>3</sup> Due to overlap in committee tasks and members, two sections were combined.



- c. Review the Health Plan Employer Data Information Set (HEDIS) reports and other data of the health plans, which shall be provided on a regular basis to the subcommittee.
- d. Review any audits performed on the health plans.
- e. Review benefit issues and changes proposed for health plans.
- f. Monitor status of the State Employee Health Benefit fund.
- g. Make recommendations regarding the request for proposal, evaluation of bidders, and selection of all health plans and of the consultant(s) who will assist in the process of health plan evaluation and selection. The Labor co-chair of the JHCC, or designee, may at his/her discretion participate in any consultant or provider interview process. Upon agreement by the co-chairs, subcommittee members may participate in the interview process as well. The planning subcommittee will review the requests for proposals (RFPs) and the proposals of bidders, unless Labor agrees to waive this review in the interests of time, in which case the Labor co-chair will review the RFPs and the proposals of bidders.**
- h. Make recommendations regarding vendor contracts.**
- i. Facilitate research on new initiatives and review market analysis of health care issues and review the health care marketplace.<sup>4</sup>**

<sup>4</sup> Combines committee tasks and adds from above.

### **32. Communications**

- a. Make recommendations regarding open enrollment.
- b. Review communication materials prior to distribution to employees.
- c. Explore use of alternative print and non-print methods of communication.
- d. Assist in the implementation of Section 20.02 (C) below.

### **C. Employee Education and Communication**

A consultant shall be chosen in consultation with the communication subcommittee to assist in the communication of benefits information to State employees unless mutually agreed otherwise by the JHCC. The consultant will have expertise in communicating benefits information to large and diverse populations using multi-media approaches. Relevant public sector and/or Labor Union experience shall be given consideration in the consultant selection process. The Employer in conjunction with the consultant will work with the communication subcommittee to update a strategic plan for communicating benefits with State employees through both print and non-print means of communications. The plan will include employee education as well as provisions for employee input into and feedback concerning State employee health plans. It will also include guidelines for health plan communications with State employees. The strategic planning process will be ongoing and shall produce a plan covering at least the period of the duration of this Agreement. A surcharge may be added to the health plan premiums to maintain the employee education and communication program. The surcharge shall be one dollar (\$1.00) per month, per employee, enrolled in a health plan, and may be adjusted based upon a review of reports of revenue and expenditures of the account maintained for such purposes, as recommended by the JHCC to the DAS Director. The surcharge shall be equally split between the Employer's and the employee's premium share (e.g., fifty cents (\$.50) each). The funds shall be used to develop and implement communication programs for all employee health plans, mental health and substance use disorder programs, and other State health programs as identified by the JHCC and to employ consultants as needed to assist the parties in health plan selection, rate negotiations or any other function determined appropriate. Monies unexpended or encumbered in one (1) fiscal year shall be carried forward and be available in subsequent fiscal years. The JHCC shall receive quarterly fund financial reports including revenue and expenditures.

### **D. Health Care Policy Analyst**

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

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

- 1. Analyze health care claims data of State employees for trends and make recommendations to the JHCC on plan design and health management programs based on the trend analysis;
- 2. Monitor and analyze health care legislation for potential impact on the State health plans;
- 3. Analyze plans' HEDIS data, issue logs and health plan contract compliance issues and make recommendations to the JHCC on actions it might take;
- 4. Monitor relevant health care issues and wellness initiatives and make recommendations to the JHCC for potential action.

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

### **20.03 - Health Plan Characteristics**

Except as otherwise provided herein, health plans offered to State employees must meet standards in the areas listed below. Prior to each subsequent rebidding or re-evaluation of health plans offered to State employees, the Director of DAS may revise the standards and add standards in additional areas if such revisions and/or additions are recommended by the JHCC.

#### **A. Networks**

1. Health plan provider networks must have a full range of primary care and specialist physicians with reasonable numbers of each in relationship to eligible State employees.
2. Health plans newly offered to State employees shall ensure that no more than a reasonable percent of network providers have closed practices and shall attempt to facilitate inclusion in their network primary care physicians already serving State employees in their service area.
3. A designated percentage of primary care physicians and specialist physicians shall be board certified.
4. Health plans shall adhere to reasonable standards of access for every employee to primary care physicians and to hospitals in urban and rural areas in time and distance as recommended by the administration subcommittee of JHCC.
5. Health plans shall agree to refrain from dropping any hospital or health care facility from the network during a benefit period, unless the health plan has notified the Employer, and to the satisfaction of the Labor and Management co-chairs, attempted to develop a method of delivering continuity of care for those persons who may be adversely affected by the change in the network.
6. Health plans shall include centers of excellence (COE) to perform highly specialized, high cost procedures such as transplants. The JHCC or the Director, in consultation with the JHCC may modify this provision to best accommodate health plans while assuring quality services for participants. Furthermore, after consultation with the JHCC, the Director of DAS may provide financial or other incentives (including but not limited to reduced copays or co-insurance) to participants to utilize quality providers.
7. For any plan that offers out-of-network coverage, reimbursement to non-network providers shall be at a level no greater than 60% of the contracted allowable amount. Also, a member can be balance billed for the difference between what is charged and what the plan allows.
8. Telehealth services with a reduced copay for physician services offered via teleconferencing technology will be half of the office copays outlined in Article 20.03(C) in the PPO plan.
9. No hospital, doctor, laboratory, or other health care provider can be added to a plan network in violation of the vendor's established selection criteria, or in violation of the vendor's established standards governing the number of hospitals and other providers which will be part of the plan network in any given geographic area.
10. Medical Necessity and Preventive Services

Health plans pay only for those covered services, supplies, and hospital admissions which are medically necessary or are classified as preventive services covered under the plan. Network providers and facilities are responsible for ensuring that services, supplies, and admissions are medically necessary or preventive as defined by a plan. In plans with out-of-network benefits, the fact that a non-network provider may prescribe, order, recommend, guarantee, or approve a service, supply, or admission does not guarantee medical necessity or make such charges an allowable expense, even though they are not specifically listed as exclusions.

## **B. Cost Sharing**

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

- a. Deductibles

For the plan year beginning July 1, 2020, the in-network individual deductible is \$400, and the family deductible is \$800. The out-of-network individual deductible is \$800, and the family deductible is \$1,600. When any one family member has paid \$250/\$500, or in the plan year beginning July 1, 2020, \$400/\$800, for eligible expenses, that person's deductible is met. The balance of the family deductible must be met by the combined expenses of other family members. Expenses which are applied towards meeting the individual or family deductible must be incurred during the benefit period.

- b. Reimbursement Levels and Coinsurance

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

With the exception of certain preventive services, which are covered at one hundred percent (100%) and office visits, which are covered in full after payment of an office visit copay or other specified service, the plan will pay eighty percent (80%) of those covered services performed by network providers. In those instances, the participant pays twenty percent (20%) of the plan's reimbursement rate up to the medical/behavioral health out-of-pocket maximum. Except as provided for in Section 20.04 (A), employee co-insurance shall not exceed twenty percent (20%) of the paid charges for covered network services.

In health plans which offer to employees the option of using a network or a non-network provider or facility, the plan will pay sixty percent (60%) of the contracted allowable amount for non-network providers for covered services. The participant pays forty percent (40%). The employee coinsurance when using a non-network provider or facility shall not exceed forty percent (40%) of the plan's contracted allowable amount for non-network providers. Non-network providers may or may not accept the plan's payment as payment in full. The non-network provider may bill the participant the balance between what is charged and what the plan allows.

- c. Out-of-Pocket Maximum (OPM)

Except as provided for in Section 20.04 (A), employee out-of-pocket maximums for a benefit period shall not exceed \$2,500 for single coverage and \$5,000 for family coverage



when using covered network services. In health plans which offer to employees the option of using a network or non-network provider or facility, employee out-of-pocket maximums for a benefit period shall not exceed a combined total of \$5,000 for single coverage and \$10,000 for family coverage for covered services in any instance.

Employee out-of-pocket maximums for prescription drug copays for a benefit period shall not exceed a combined total of \$3,500 for single coverage and \$7,000 for family coverage.

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

2. Employees will pay fifteen percent (15%) of the health care premium and the Employer will pay eighty-five percent (85%) of the health care premium; however, for any alternative plans offered pursuant to Section 20.04 (A), the employees' premium share will be determined by the Director of DAS, but will not exceed fifteen percent (15%) of the premium. Employees who include a spouse as a dependent for healthcare coverage shall pay a surcharge of twenty dollars (\$20.00) per month in addition to the family premium.

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

3. The Employer's premium share of eighty-five (85%) shall be paid only on behalf of the following employees:
  1. Full-time employees.
  2. Part-time employees who are in active pay status an average of thirty (30) or more hours a week averaged over a 12-month measurement period or otherwise in accordance with the employer responsibility provisions of the Patient Protection and Affordable Care Act (PPACA); (including established-term appointments (ETAs) employees (unless modified by Agency-Specific Agreement) according to the schedule in 20.05(C), provided that all part-time employees who were grandfathered under the provisions of the previous Agreements shall continue to have premiums paid pursuant to those provisions as long as the employee remains in the same appointment category).
4. The Employer's premium share for all other eligible part-time employees shall be paid as follows:
  1. The Employer shall pay no share of the premium for part-time employees who are in active pay status an average of less than twenty (20) hours a week. However, such employees shall have the option of self-paying the entire health plan premium.
  2. The Employer shall pay fifty percent (50%) of the premium for part-time employees who are in active pay status an average of twenty (20) hours or more a week but less than thirty (30) hours a week averaged over a 12-month measurement period.

Average hours in active pay status shall be calculated on a 12-month measurement period. Pursuant to the PPACA, the measurement period and hours required to qualify for full-time health insurance shall be adjusted for employees who work on a school-year calendar. For newly hired part-time employees, estimated scheduled hours shall determine the Employer contribution toward the premium cost for the first twelve (12) months of coverage.=-

Employees subject to the pro-rated Employer health plan premium share under this subsection shall be advised in writing regarding the amount of the Employer's share which applies to them.

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

The parties reserve the right to amend this Section mid-term if the thirty (30)-hour threshold under the Patient Protection and Affordable Care Act is amended.

5. Health Care Spending Account - The Employer will continue to offer a Health Care Spending Account to employees. Only employees who have completed one (1) year of continuous state service are eligible to enroll in the health care spending account. The purpose of this account is for employees to use pre-tax earnings to pay for eligible health care costs as allowed by IRS Code 125 incurred within a calendar year. Such health care costs may include, but are not limited to, annual deductibles, copays, co-insurance, and medical procedures not covered by the medical, dental, and vision plans like acupuncture, Lasik eye surgery, etc. The Health Care Spending Account Third Party Administrator's fee will be paid for by the State. Upon recommendation of the JHCC the Director of DAS may determine the annual caps, implement the IRS permitted grace period, and/or implement a debit card to be used by employees to purchase IRS approved medical expenses with their account dollars.

### C. Benefits and Exclusions

Only medically necessary and/or<sup>5</sup> eligible services are covered. The State, after consultation with the JHCC, may carve-out procedures and services, including but not limited to, durable medical equipment, laboratory services, and prosthetics so that carved-out procedures and services may be provided by a vendor other than the participant's health plan. After consultation with the JHCC, the Director of DAS may require participants to use centers of excellence for designated procedures or services. Additionally, upon the recommendation of the JHCC, the Director of DAS may place limits on certain benefits.

1. In-Patient Hospital Benefits:

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<sup>5</sup> Housekeeping.

Health plans will offer at least the following hospital services:

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

There is a one-hundred and fifty dollar (\$150.00) charge for the use of the emergency room which does not result in an admission. If there is a penalty charge established by the Department of Administrative Services for the non-emergency use of a non-network hospital, it shall be no greater than \$350.

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

## 2. Other Than In-Patient Hospital Benefits

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

- a. Physician services. Routine office visits, house calls and consultations. Office visits provided by a network physician and billed by that office shall be covered at one hundred percent (100%) with no co-insurance or deductibles after a thirty dollar (\$30.00) copayment. If such visit, house call, or consultation is covered on an out-of-network basis, the participant shall pay a fifty dollar (\$50.00) copayment with no coinsurance or deductible.
- b. Outpatient medical services.
- c. Emergency medical services.
- d. Diagnostic laboratory and diagnostic and therapeutic radiological services.
- e. Infertility services to include diagnostic services to establish cause or reason for infertility. **In vitro fertilization and embryo transplantation, gamete intrafallopian transfer (GIFT), zygote intrafallopian transfer (ZIFT), and any costs associated with the collection, preparation or storage of sperm for artificial insemination (including donor fees) coverage applicable to the cost sharing as referenced in Section 20.03 B, Cost Sharing, not to exceed a twenty-thousand dollar (\$20,000) lifetime benefit.**<sup>6</sup>

- f. Preventive health care services, as recommended by the United States Preventive Services Task Force (USPSTF) guidelines shall be covered with no copay, co-insurance or deductible if provided by a network physician and shall include at least the following:

- (1) Screening colonoscopy beginning at age ~~50~~<sup>45</sup>.
- (2) Routine physical examinations, including routine lab profiles (including but not limited to cholesterol and other lab screenings). For non-network physicians, benefits shall be paid after the fifty dollar (\$50.00) copay, with no deductible or co-insurance: one (1) every two (2) years for ages 40-59; one (1) each year for ages 60 and over.
- (3) Cervical cancer screening, which at a minimum shall include annual gynecological physical examinations, including screenings and re-screenings for cervical cancer for women age 18 and over, and for women younger than 18 who are sexually active. Adjunctive technologies approved by the U.S. Food and Drug Administration in addition to traditional Papanicolaou smears shall be covered. Additional testing for cervical cancer is covered when medically necessary.
- (4) Mammographies to detect the presence of breast cancer shall be covered as follows: Routine or screening mammography (age 35-39) one (1) in five (5) years, one (1) screening or diagnostic mammography during that five (5) year period; age 40 and older, annually covered; high risk individuals as needed, regardless of age. Mammography coverage will include both males and females; any additional mammogram(s) shall be covered subject to deductibles or copayments.
- (5) Prenatal obstetrical care and prenatal care outreach. A prenatal outreach program to encourage prenatal care beginning in the first trimester.
- (6) Well child care. This includes the initial inpatient examination of a newborn infant. The plans cover annual physical exams including hearing examinations, developmental assessments, anticipatory guidance, immunizations (including, but not limited to meningococcal) and laboratory tests in accordance with the recommendations of the preventive care task force guidelines (or other recommending body as determined to be appropriate by the JHCC).
- (7) Immunizations as recommended by the Centers for Disease Control and Prevention guidelines.
- (8) Prostate Specific Antigen (PSA) Testing

PSA screening. One (1) screening test per twelve (12) months for men age 40 and over.

### **(9) Skin Cancer Screening. One (1) screening test per twelve (12) months.**<sup>8</sup>

- g. Skilled Nursing Facility, including Extended Care, is covered at eighty percent (80%) for up to one hundred eighty (180) days for each confinement, provided that the benefit must immediately follow a hospital confinement, or ~~provided that~~<sup>9</sup> the confinement will avoid a hospitalization which would otherwise be necessary. Coverage is at eighty percent (80%) of the contracted allowable amount and not subject to deductibles and copays. Additional days of coverage for medically necessary care at sixty percent (60%) of the contracted allowable amount and are not subject to deductibles.
- h. Allergy injections.

<sup>6</sup> Housekeeping. Adds language from LOA signed during previous contract cycle. Expands covered benefits.

<sup>7</sup> Housekeeping. Adds language from LOA signed during previous contract cycle. Lowers minimum age for benefit coverage.

<sup>8</sup> Housekeeping. Adds language from LOA signed during previous contract cycle. Adds benefit.

<sup>9</sup> Housekeeping.



- i. Home Health Care Services: Home Health Care (noncustodial) services prescribed by a physician to treat a medical condition for which the patient was or would otherwise have been hospitalized shall be covered at eighty percent (80%) if provided by a network provider, and at sixty percent (60%) of contracted allowable amount if provided by a non-network provider in plans that permit use of non-network providers. Such benefit shall not exceed one hundred eighty (180) days.
- j. Registered dietitian services for ~~medically necessary conditions and obesity management~~ up to ~~two (2)~~ **six (6)** visits per ~~member~~ **patient per condition**<sup>10</sup> per year.
- k. Physical therapy.
- l. Occupational therapy.
- m. Speech therapy.
- n. Chiropractic services.
- o. Initial internal or external prosthetic devices and medically necessary replacements.
- p. Non-experimental organ transplants. Participants are required to utilize a center of excellence for transplants.
- q. Liaison services with the State Employee Assistance Program.
- r. No fewer than three disease management programs unless otherwise provided by the State through contracts with disease management vendors. The disease management programs shall not be subject to deductibles or copayments. Two of the disease management programs must address diabetes and asthma.
- s. Diabetes supplies, insulin, and durable medical equipment (including insulin pumps where medically necessary) **are**<sup>11</sup> covered at one hundred percent (100%) with no deductibles, copayments, or co-insurance upon participation in a diabetes disease management program.
- t. Ambulance service.
- u. Tubal ligation covered at 100%.
- v. Vasectomy covered at 100%.
- w. Hemodialysis.
- x. Hospice services, with one hundred percent (100%) coverage of medically appropriate care (with no deductibles, copays or arbitrary day or visit limits).
- y. Durable medical equipment.

**Effective July 1, 2022, one (1) cold cap with a maximum cost of one hundred and fifty dollars (\$150) and one (1) wig with no maximum cost per benefit period to prevent and/or address hair loss due to chemotherapy.**

**Effective July 1, 2022, one (1) wig with no maximum cost per benefit period for hair loss due to treatment for cancer, and a six hundred dollar (\$600) maximum cost for hair loss due to alopecia, thyroid disease, anemia, pregnancy, medical burns, or ongoing drug treatment plans.**

**Cold caps and wigs shall be covered as referenced in Section 20.03 B, Cost Sharing.**

**Effective July 1, 2023, one (1) pair of foot orthotics shall be covered as referenced in Section 20.02 B, Cost Sharing, with a limit of new/replacement orthotics every three (3) years. For dependents under 18, allow for one (1) pair every plan year.**<sup>12</sup>

- z. Mental health services are provided as described in Section 20.03 (C)(5).
- aa. Birth control, including oral contraceptives, patches, IUDs, injectables, implantable contraceptives and diaphragms.
- bb. Clinical Trials

Participation in sponsored clinical trials is covered on a limited basis. This is an exception from the coverage exclusions for experimental procedures. Coverage includes Phase I, Phase II, Phase III, and Phase IV clinical trials as required by the PPACA. All care and testing required to determine eligibility for a clinical trial and all medical care that is required as a result of participation in a clinical trial will be eligible for coverage. Pre-authorization is required. A participant should contact the health plan Administrator for more information.

- cc. Voluntary family planning services.
- dd. Hearing aids ~~for natural hearing loss are covered at fifty percent (50%) not to exceed a one thousand dollar (\$1,000) lifetime benefit as referenced in Section 20.03 B, Cost Sharing, with a limit of new/replacement every three (3) years. This does not include over-the-counter devices. Hearing aids for accident, injury or illness are covered at 80% with no maximum.~~<sup>13</sup>
- ee. Tobacco cessation supplies and services.
- ff. **Otoplasty to address disproportionate, asymmetrical, or misshapen ears resulting from accident, illness, or birth defect.**<sup>14</sup>

### 3. Pharmacy Benefits

- a. Pharmacy benefits are available to all State of Ohio employees and their dependents enrolled in a health plan.
- b. The JHCC will review the procedure for obtaining biotech drugs and upon recommendation of the JHCC, the Director of DAS may require that such biotech drugs be obtained from specialty pharmacies. Furthermore, upon recommendation from the JHCC, the Director of DAS may establish a separate cost-sharing structure for biotech or lifestyle drugs.
- c. After consultation with the JHCC, the Director of DAS may review the following:
  - (1) Alternative pharmacy cost-sharing plan options such as co-insurance.

<sup>10</sup> Housekeeping. Adds language from LOA signed during previous contract cycle. Increases benefits.

<sup>11</sup> Housekeeping.

<sup>12</sup> Housekeeping. Adds language from LOA signed during previous contract cycle. Increases benefits by removing limits on wigs for cancer/chemotherapy patients.

<sup>13</sup> Housekeeping. Adds language from LOA signed during previous contract cycle. Increases benefit coverage for hearing aids.

<sup>14</sup> Housekeeping. Adds language from LOA signed during previous contract cycle. Adds covered benefits.

- (2) Coverage of certain Over-the-Counter (OTC) drugs.
  - (3) Alternative pharmacy procurement and distribution channels.
  - (4) A special retail generic program.
- d. The pharmacy benefit manager may not remove from its formulary or require preauthorization for any prescription drug that is among its ten (10) most frequently prescribed drugs unless the pharmacy vendor has notified the Employer and consulted with the JHCC, including in that consultation a review of the health plan research recommending that the drug be excluded or put on preauthorization status.
- e. Retail pharmacy program. There will be a retail pharmacy program with easy access to pharmacies throughout the state. Copays for a thirty (30) day supply of prescription drugs including coverage of prescriptions from a licensed dentist, are: ten dollar (\$10.00) ~~copay=~~ ~~ment copay~~<sup>15</sup> for generic, forty dollar (\$40.00) copay for a formulary brand name drug and a seventy five (\$75.00) copay for a non-formulary brand name drug. Where a generic equivalent is available, the copay for a non-formulary brand name drug shall be seventy-five dollars (\$75.00) and the difference in cost between the generic equivalent and the non-formulary brand name drug. Generic medication classifications will be determined by the PBM based on industry standards in which the PBM utilizes an independent third-party data service for new and existing drug product pricing, coding, and classification information. Preventive medication may be provided at no cost as required by the Patient Protection and Affordable Care Act. Specialty medications are filled and mailed by a specialty pharmacy and limited to a thirty (30) day supply; the copays shall be the same as a thirty (30) day supply at retail. For a ninety (90) day supply obtained at a retail pharmacy, the copays shall be three (3) times the copay amounts for a thirty (30) day supply. Oral oncology medications have a maximum copay of one hundred dollars (\$100) for a thirty (30) day supply.
- f. Mail Order Drug Program
 

In addition to the retail pharmacy program, the State shall maintain a mail order drug program for long-term or maintenance medications lasting more than thirty (30) days.

The following copays for mail order prescriptions of ninety (90) days shall apply. For a generic drug, the copay is twenty-five dollars (\$25.00). For a formulary brand name drug, the copay is one hundred dollars (\$100.00).

For a non-formulary brand name drug, the copay is one hundred and eighty-seven dollars and fifty cents (\$187.50). Where a generic equivalent is available, the copay for a non-formulary brand name drug shall be one hundred and eighty-seven dollars and fifty cents (\$187.50) and the difference in cost between the generic equivalent and the non-formulary brand name drug. Generic medication classifications will be determined by the PBM based on industry standards in which the PBM utilizes an independent third-party data service for new and existing drug product pricing, coding, and classification information.
- g. Prior Authorizations and Exclusions for Prescription Drug Programs
  - (1) Prior Authorization. A number of prescription drugs require prior authorization, all approvals for such prescriptions will be handled by the Pharmacy Benefit Manager (PBM). During the life of this contract other drugs may be added to the list of prior authorization after consultation with the JHCC, if required.
  - (2) It is recognized that certain drugs may not be covered by the plans.

#### 4. Health Plan Exclusions and Limitations

Exclusions and limitations shall be as follows:

- a. Services which would be provided free of charge in the absence of insurance.
- b. Local anesthesia when billed separately, and hypnotism used for anesthetic purposes.
- c. Elective cosmetic surgery performed only for the purpose of changing or improving appearance.
- d. Custodial care, care in a sanitarium, rest home, nursing home, rehabilitation facility, health resort, health spa, institution for chronic care, personal care, residential or domiciliary care, home for the aged, camp or school.
- e. Personal comfort services such as telephones, radio, television, barber and beauty services, or in connection with air conditioners, air purification units, humidifiers, allergy-free pillows, blanket or mattress covers, electric heating units, swimming pools, orthopedic mattresses, vibratory equipment, elevator or stair lifts, blood pressure instruments, stethoscopes, clinical thermometers, scales, elastic bandages, or compression stockings, ~~or wigs~~,<sup>16</sup> unless otherwise provided for by a specific benefit.
- f. Devices for simulating natural body contours unless prescribed in connection with a mastectomy.
- g. In network charges which exceed the contracted allowable amount maximums.
- h. Chest x-rays and eye examinations not necessary to the treatment of an illness, injury, or disease.
- i. Services which are not medically necessary or are not classified as preventive services.
- j. Services received before the effective date of the contract, or services not specifically covered by the contract.
- k. Expenses of injury or illness paid for or furnished by an Employer, whether under Workers' Compensation or otherwise, and services provided and paid by any governmental program or hospital.
- l. Vitamins, dietary or food supplements or non-prescription drugs, except where prescribed by a physician.

<sup>15</sup> Housekeeping.

<sup>16</sup> Housekeeping. Removes wigs due to expanded coverage with no limit.

m. Routine foot care for other than diabetics.

~~n. Orthotics for other than diabetics.<sup>17</sup>~~

o. Treatments or diagnosis for obesity, including diet control, prescription drugs, exercise and weight reductions, except for morbid obesity. This exclusion does not apply to any obesity or disease management program agreed to by the parties **and does not apply to coverage of specific anti-obesity drugs approved by the third-party administrator in conjunction with the Department of Administrative Services' oversight, when prior authorization requirements from use of these medications are satisfied.**<sup>18</sup>

~~op.~~ Illness or injury related to war (declared or undeclared) or by participation in civil disturbance.

~~pq.~~ Devices used for contraceptive purposes, except birth control pills, IUD, patches, injectables, implantable contraceptives and diaphragms which are covered by the plan.

~~r.~~ **In Vitro fertilization and embryo transplantation, gamete intrafallopian transfer (GIFT), zygote intrafallopian transfer (ZIFT), and any costs associated with the collection, preparation or storage of sperm for artificial insemination (including donor fees).**<sup>19</sup>

~~qs.~~ Reverse sterilization.

~~rt.~~ Dental care, including osseous surgery. If no dental insurance exists or does not cover osseous surgery, such surgery shall be covered as any other surgery.

~~su.~~ Eyeglasses, contact lenses, or examinations for the fitting of such devices or for the prescription of such devices, unless necessitated as a result of an injury, illness or disease.

~~tv.~~ Ordinary bandages and dressings.

~~uw.~~ Expenses which are covered under any other group insurance program.

~~vx.~~ Expenses incurred in a Skilled Nursing Facility for:

- (1) Services rendered or supplies furnished principally for custodial care, which includes, but is not limited to, nonmedical, day-to-day patient care such as assisting the patient to get dressed and use bathroom facilities; or
- (2) Services rendered for care of mental decline, mental deficiency, or mental disability.

~~wy.~~ Examinations and procedures performed for screening-testing done without necessity, except as specifically provided by Article 20, when not indicated by symptoms or performed for treatment, including pre-marital testing surveys, research, and any procedure performed in connection with a physical examination ordered or required by an Employer as a condition of employment or the continuance of employment.

~~xz.~~ Charges for mileage costs or for completion of claims forms or for preparation of medical reports.

~~yaa.~~ Services rendered beyond the period of time generally considered necessary for diagnosis of mental disability or mental deficiency.

~~zbb.~~ Services rendered for a psychiatric condition usually considered to be irremediable, except for the purpose of diagnosis of the condition as being irremediable.

~~aacc.~~ Any services rendered primarily for training or educational purposes; self-administered services; services directed toward self-enhancement.

~~bddd.~~ Treatment programs and services which are not of proven value or whose value is under investigation; research-oriented treatment; developmental or perceptual therapy; primal therapy; biofeedback; marriage counseling; orthomolecular testing and therapy; cathectathon therapy; marathon therapy; collaborative therapy. A drug or treatment is considered experimental or investigational if it cannot be legally marketed in the U.S.; it is a subject of Phase I, II or III clinical trials or under study to determine dosage, toxicity, safety, efficacy or efficacy compared with standard means of treatment; or reliable evidence shows that the consensus of experts is that further studies are necessary to determine maximum dosage, toxicity, safety, efficacy or efficacy compared with standard means of treatment. Treatment in approved cancer clinical trials pursuant to the DAS cancer clinical or other DAS approved trial program(s) are covered.

~~cccc.~~ Clinic charges which are services billed by a resident, intern or other employee of a hospital or skilled nursing facility.

~~ddff.~~ Services for emergency first aid which are rendered in the office, place of business, or other facility maintained by the Employer.

~~eeeg.~~ Services for which no claim was submitted within fifteen (15) months of the date of the service.

~~ffhh.~~ Any service considered to be in the category of mental health and substance use disorder which is provided to covered persons under a separate plan as described in Section 20.03 (C)(5).

~~ggii.~~ Hepatitis B vaccinations provided for employees pursuant to other terms of a Collective Bargaining Agreement.

~~hhjj.~~ Any service for which a benefit is not specifically provided by the plans.

#### 5. Mental Health/Substance Use Disorder Plan Characteristics

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

<sup>17</sup> Housekeeping. Removes language from LOA signed during previous contract cycle.

<sup>18</sup> Housekeeping. Adds language from LOA signed during previous contract cycle. Increases benefits.

<sup>19</sup> Housekeeping. Moves and expands benefit language.



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

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

Programs must include the following features:

- a. A full range of culturally diverse service providers, including psychiatrists, psychologists, social workers, and licensed and certified alcohol and drug counselors;
- b. A full range of facilities, including inpatient facilities and facilities for residential treatment (halfway houses, transitional programs, etc.);
- c. A full range of programs at various treatment levels, including inpatient treatment, a variety of intensive outpatient programs, and a variety of outpatient programs;
- d. A range of service providers and facilities within a reasonable distance in all parts of the state;
- e. Group programs on smoking cessation, stress management, weight control, family discord, and other life stress management issues;
- f. Timely responses to emergency calls;
- g. Protocols and programs for integrating mental health/substance use disorder and other physical health programs;
- h. Coordination with the State Employee Assistance Program;
- i. No preset caps on participant visits or treatment;
- j. A provision that the program will pay the costs of treatment by a provider not included in the care network for those persons for whom an appropriate provider is not available as follows: an individual practitioner within twenty (20) miles, facility within thirty (30) miles (Urban/Suburban); individual practitioner within forty-five (45) miles, facility within sixty (60) miles (Rural);
- k. Use of the proper placement criteria;
- l. Separate, appropriate diagnostic capacity for discrete categories of illness (e.g., mental health, substance use disorder, eating disorders);
- m. Internal financial arrangements which will not encourage under-treatment, placement at inappropriately low levels of treatment, or withholding of treatment;
- n. Capacity to provide appropriate critical incident stress management in conjunction with the State Employee Assistance Program; and
- o. ABA services for Autism.

#### **D. Quality Standards**

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

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

Following the NCQA data definitions and specifications, all health plans shall annually submit to DAS and NCQA both Health Plan Employer Data Information Set (HEDIS) data and customer service performance data for its commercial membership, and to DAS both HEDIS data and customer service performance data for its State employee membership. Such data shall be presented to the JHCC administration subcommittee.
4. Administrative
  - a. Health plans must be able to demonstrate to the DAS Benefits Administration that they can successfully provide services for their anticipated enrollment.
  - b. Health plans must ensure that all participants are held harmless from any charges beyond established fees or copays for any benefit provided consistent with the health plan, regardless of the contracting or non-contracting status of the provider.

- c. All licensed health plans will carry reinsurance coverage holding participants harmless from any charges resulting from out-of-network claims in the event that the health plan becomes insolvent.

**E. Coordination of Benefits**

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

When a plan is determined to be secondary, it acts to provide benefits in excess of those provided by the primary plan. If a health plan is the secondary payer, the secondary plan shall not be required to make payment in an amount which exceeds the amount it would have paid if it were the primary plan. But, in no event, when combined with the amount paid by the primary plan, shall payments by the secondary plan exceed one hundred percent (100%) of expenses allowable under the provisions of the applicable policies and contracts.

**F. Wellness and Health Management**

1. The State and the Union are jointly committed to promoting healthy lifestyles for State of Ohio employees. To that end the Labor co-chair of the JHCC will serve on the State Healthy Ohioans Committee. Furthermore, those Agencies that wish to develop joint Labor/Management Wellness Committees to further promote wellness initiatives within their Agency may do so. The activities of the wellness committees may include but are not limited to the following:
  - a. Identify areas where employees can exercise on State property on breaks, lunch or off hours;
  - b. Identify ways to acquire exercise equipment for State employees to use;
  - c. Disseminate wellness information to State employees in a variety of ways including but not limited to newsletters, wellness fairs, lunch seminars, internet information;
  - d. Secure discounts for fitness clubs/gyms for State employees; and/or
  - e. Work with Management to eliminate barriers to employees attending wellness events or accessing wellness information.
2. Such wellness initiative shall not be construed to represent a fitness for duty requirement nor shall this Section be tied to any State fitness for duty requirements. The JHCC will review the progress of Agency wellness programs. The JHCC will also explore incentives and disincentives for employee participation and make recommendations for implementation of statewide wellness initiatives to the Director of DAS.
3. Health Management Programs shall be available to all participants enrolled in a health plan regardless of which plan they are enrolled in. The State, in consultation with the JHCC, may carve-out health management services from any or all health plans.
4. The State shall offer to employees a wellness track option which may offer employees a monthly premium reduction or other monetary incentive for those employees who participate in the wellness track. The JHCC will be consulted on the type and amount of premium reduction or monetary incentive.

**20.04 - Health Plan Selection and Contracting**

- A. The Director of DAS upon recommendation by the JHCC will determine the number of health plans offered to employees in each county or other appropriate geographic grouping. In addition, a statewide plan will be available in every county. Upon recommendation of the JHCC the Director of DAS may offer alternative health plans including but not limited to multiple plan designs and networks and delivery models for medical and drug benefits.
- B. During the evaluation and selection process, cost will be weighted at no more than fifty percent (50%) of the total. The financial part of the evaluation tool can be increased beyond fifty percent (50%) by the Director of DAS after consultation with the JHCC to evaluate if quality is not compromised.
- C. At any time during this Agreement, the Employer may also conduct rate negotiations with health plans. Negotiations shall only be concerning rates, and once begun, the Employer shall not accept new health plan proposals to amend their schedule of benefits, copayments, deductibles, or out-of-pocket maximum. The Employer shall consult with the JHCC about the rate negotiations and inform the JHCC on the progress and results of said rate negotiations. If negotiations with a particular health plan do not result in rates which are satisfactory to the Employer, the Employer may, after providing notice to the JHCC refuse to permit any new enrollment in said health plan or cancel the health plan contract.
- D. A consultant with expertise in large group purchasing strategies and quality measurement will be retained to assist in the development and implementation of the health plan selection process and may be retained to assist with rate negotiations. Experience in the public sector and with employee Unions will be a factor in the consultant selection process.
- E. Where it is advantageous to the Employer and its employees, DAS may execute multi-year contracts or contract extensions with health plans.
- F. If other political subdivisions or Employers are permitted to enroll in the State employee health plans the State will take measures as are necessary to protect such health plans from adverse experience and/or penalties under the Patient Protection and Affordability Care Act (PPACA) of such admitted subdivisions or Employers.
- G. The Director of DAS, after consultation with the JHCC, may at his/her discretion offer an additional high deductible health care plan (HDHP) in compliance with IRS guidelines. It is not covered by Article 20 but: (i) is in addition to (and not in lieu of) the health plan(s) required to be offered under this Article 20, (ii) is a statewide plan whose terms apply the same to bargaining unit employees and non-bargaining unit employees equally, and (iii) is offered to bargaining unit employees on a voluntary basis.

## 20.05 - Voluntary Supplemental Benefit Plans

The only voluntary supplemental benefit plans offered to State employees whether provided through insurance or otherwise will be those selected via a State administered request for proposal process or pursuant to Article 21 of this Agreement. Only those employees enrolled in a voluntary supplemental benefit plan as of March 1, 2006 that was not selected pursuant to this paragraph may continue to participate in such program.

## 20.06 – Mental Health Parity and Addiction Equity Act (MHPAEA)

The Mental Health Parity and Addiction Equity Act (MHPAEA) was enacted in 2008 and prevents group health plans that provide mental health or substance use disorder benefits from imposing less favorable benefit limitations on those benefits than on medical/surgical benefits. The medical plan changes are reviewed carefully to avoid disparity between the mental health or substance use disorder benefits and medical/surgical benefits. Should these benefit changes be found to have any negative impact, the parties recognize the need to align benefits to fully comply with MHPAEA. No changes to the outlined benefits will occur without formal agreement.<sup>20</sup>

<sup>20</sup> Housekeeping. Adds language from LOA signed during previous contract cycle.

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

<sup>1</sup> No change.

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

<sup>1</sup> No change

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

<sup>1</sup> No change.

## ARTICLE 24 – DISCIPLINE

### 24.01 - Standard

Disciplinary action shall not be imposed upon an employee except for just cause. The Employer has the burden of proof to establish just cause for any disciplinary action. Abuse cases which are processed through the Arbitration step of Article 25 shall be heard by an arbitrator selected from the separate panel of abuse case arbitrators established pursuant to Section 25.05.<sup>1</sup> In cases involving termination, if the arbitrator finds that there has been an abuse of a patient or another in the care or custody of the State of Ohio, the arbitrator does not have authority to modify the termination of an employee committing such abuse. For abuse cases, employees of the Department of Developmental Disabilities (DODD) shall be governed by the Ohio Administrative Code (OAC) 5123-17-02.<sup>2</sup> ~~Abuse cases which are processed through the Arbitration step of Article 25 shall be heard by an arbitrator selected from the separate panel of abuse case arbitrators established pursuant to Section 25.05.~~<sup>3</sup> Employees of the Lottery Commission shall be governed by ORC Section 3770.021.

<sup>1</sup> Housekeeping. Moves the sentence up in the article.

<sup>2</sup> Adds the specific Code in the OAC.

<sup>3</sup> Housekeeping.

### 24.02 - Progressive Discipline

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

Disciplinary action shall include:

- a. One (1) or more written reprimand(s);
- b. One (1) or more working suspension(s). A minor working suspension is a one (1) day suspension, a medium working suspension is a two (2) to four (4) day suspension, and a major working suspension is a five (5) day suspension. No working suspension greater than five (5) days shall be issued by the Employer.

If a working suspension is grieved, and the grievance is denied or partially granted and all appeals are exhausted, whatever portion of the working suspension is upheld will be converted to a fine. The employee may choose a reduction in leave balances in lieu of a fine levied against him/her.

- c. One (1) or more day(s) suspension(s). A minor suspension is a one (1) day suspension, a medium suspension is a two (2) to four (4) day suspension, and a major suspension is a five (5) day suspension. No suspension greater than five (5) days shall be issued by the Employer;
- d. Termination.

Disciplinary action shall be initiated as soon as reasonably possible, recognizing that time is of the essence, consistent with the requirements of the other provisions of this Article. An arbitrator deciding a discipline grievance must consider the timeliness of the Employer's decision to begin the disciplinary process.

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

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

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

### 24.03 - Supervisory Intimidation

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

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

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

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



#### **24.04 - Investigatory Interview**

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

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

#### **24.05 - Pre-Discipline**

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

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

#### **24.06 - Imposition of Discipline**

The Agency Head or designated Deputy Director or equivalent shall make a final decision on the recommended disciplinary action as soon as reasonably possible after the conclusion of the pre-discipline meeting. The decision on the recommended disciplinary action shall be delivered to the employee, if available, and the Union in writing within sixty (60) days of the date of the pre-discipline meeting, which date shall be mandatory. It is the intent to deliver the decision to both the employee and the Union within the sixty (60) day timeframe; however, the showing of delivery to either the employee or the Union shall satisfy the Employer's procedural obligation. At the discretion of the Employer, the sixty (60) day requirement will not apply in cases where a criminal investigation may occur and the Employer decides not to make a decision on the discipline until after disposition of the criminal charges.

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

If a final decision is made to impose any discipline, including oral and written reprimands, the employee, if available, and Union shall be notified in writing. The OCSEA Chapter President shall notify the Agency Head in writing of the name and address of the Union representative to receive such notice. Once the employee has received written notification of the final decision to impose discipline, the disciplinary action shall not be increased.

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

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

An employee may be placed on administrative leave, without loss of pay (except in cases that fall within ORC Section 124.388(B)), or reassigned while an investigation is being conducted except that in cases of alleged abuse of patients or others in the care or custody of the State of Ohio, the employee may be reassigned only if he/she agrees to the reassignment or if the reassignment is to a position on the same shift and days off, without loss of pay and does not exceed thirty (30) days. For cases that fall within ORC Section 124.388(B) as referenced above, any payment due the employee under subsection (B) shall be based upon the employee's total rate plus any applicable roll call pay. For purposes of this paragraph, "without loss of pay" shall mean the employee's total rate plus any applicable roll call pay.

#### **24.07 - Prior Disciplinary Actions**

All records relating to oral and/or written reprimands issued before July 1, 2015 will cease to have any force and effect and will be removed from an employee's personnel file twelve (12) months after the date of the oral and/or written reprimand if there has been no other discipline imposed during the past twelve (12) months. All records relating to written reprimands issued on or after July 1, 2015 will cease to have any force and effect and will be removed from an employee's personnel file twenty-four (24) months after the date of the written reprimand if there has been no other discipline imposed during the past twenty-four (24) months.

Records of other disciplinary action issued before July 1, 2015 will be removed from an employee's file under the same conditions as oral/written reprimands after twenty-four (24) months if there has been no other discipline imposed during the past twenty-four (24) months. Records of other disciplinary action issued on or after July 1, 2015 will be removed from an employee's file under the same conditions as written reprimands after thirty-six (36) months if there has been no other discipline imposed during the past thirty-six (36) months.

The retention period ~~may~~ **shall**<sup>4</sup> be extended by a period equal to employee leaves of fourteen (14) consecutive days or longer, except for approved periods of vacation leave. Employees who are terminated and subsequently returned to work without any discipline through arbitration, shall have the termination entry on their Employee History on Computer (EHOC) stricken.

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<sup>4</sup> Housekeeping.

#### 24.08 - Polygraph Stress Tests

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

#### 24.09 - Drug Testing

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

Unless mandated by federal law or regulation, there will be no random drug testing of employees covered by this Agreement, except as otherwise specified in this Agreement. A listing of PNs 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 (2) times each year. Any drug or alcohol testing shall be conducted pursuant to Appendix M.

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

#### 24.10 – Ohio Employee Assistance Program (EAP)

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

## ARTICLE 25 – GRIEVANCE PROCEDURE

#### 25.01 - Process

- A. A grievance is defined as any difference, complaint or dispute between the Employer and the Union or any employee regarding the application, meaning or interpretation of this Agreement. The grievance procedure shall be the exclusive method of resolving grievances. No employee who has rights to final and binding arbitration of grievances, including disciplinary actions, may file any appeal with the State Personnel Board of Review (SPBR) nor may such Board receive any such appeal.
- B. Grievances may be processed by the Union on behalf of a grievant or on behalf of a group of grievants or itself setting forth the name(s) or group(s) of the grievant(s). The Union shall define the members of a group grievance by the Step Two (Agency Step) grievance meeting, unless the Union provides evidence that specific and relevant information has been denied which prevents them from defining the group. Either party may have the grievant (or one grievant representing the group grievants) present at any step of the grievance procedure and the grievant is entitled to Union representation at every step of the grievance procedure.
- C. Probationary employees shall have access to this grievance procedure except those who are in their initial probationary period shall not be able to grieve disciplinary actions or removals.
- D. The word “day” as used in this Article means calendar day and days shall be counted by excluding the first and including the last day. When the last day falls on a Saturday, Sunday or holiday, the last day shall be the next day which is not a Saturday, Sunday or holiday.
- E. All grievances, including discharge grievances, shall be filed using the electronic grievance system (OHGrievance). Bargaining unit employees and OCSEA representatives shall have access to the electronic grievance system from their agency website (intra-net), OCSEA website, and/or the Office of Collective Bargaining (OCB) website. The electronic grievance system may be accessed from a home or a work computer or a computer in a designated union office. State of Ohio agencies shall ensure access to the internet in the workplace is sufficient for use of the electronic grievance system and the OCSEA Chapter e-mail (@ocsea.org) to facilitate the processing of grievances. If, at any time, the electronic grievance system is unavailable for twenty-four (24) hours or more or a system/programming error occurs which impacts filing or appealing a grievance, the grievance timelines in this Article shall be automatically extended for seventy-two (72) hours.
- F. It is the goal of the parties to resolve grievances at the earliest possible time and the lowest level of the grievance procedure. Where available, speakerphone and/or teleconferencing may be utilized for the purpose of conducting grievance meetings. The parties agree to ~~pilot the use of virtual ADR hearings (e.g. grievance mediation and Non-Traditional Arbitration done remotely) through a letter of agreement<sup>1</sup>. All parties shall have video and microphone capability for the virtual hearing. If equipment (e.g., microphone, video, etc.) is unavailable, the grievant may opt out of the virtual process. Any grievance regarding termination, abuse, or use of force may opt out of virtual mediation. In the event the parties have concerns about a virtual hearing, they will discuss the best way to proceed.<sup>2</sup>~~
- G. Reprimands shall be grievable through Step Two (Agency Step). If a reprimand becomes a factor in the first subsequent disciplinary grievance that goes to arbitration, the arbitrator may consider evidence regarding the merits of the reprimand. Any grievance of which a reprimand is an element of the claim shall not be arbitrable in accordance with this subsection.
- H. Settlement Agreements that require payment or other compensation shall be initiated for payment within two (2) payroll periods following the date the Settlement Agreement is fully executed. If payment is not received within three (3) pay periods, interest at the rate of one percent (1%) shall accrue commencing the first day after the payment was due, and on the same date of subsequent months.
- I. The receipt of a grievance in the electronic grievance system or the automatic numbering of a grievance does not constitute a waiver of a claim of a procedural defect.

<sup>1</sup> Reflects change from pilot to permanent use of ADR hearings.

<sup>2</sup> Reflects equipment needed for virtual hearings as well as provisions/circumstances to opt out of virtual hearing, if necessary.

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

## **25.02 - Grievance Steps**

### **Layoff, Non-Selection, Discipline and Other Advance-Step Grievances**

Certain issues which by their nature cannot be settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps may by mutual agreement be filed at the appropriate advance step where the action giving rise to the grievance was initiated. A grievance involving a layoff, non-selection or a discipline shall be initiated at Step Two of the grievance procedure within twenty (20) days of notification of such action.

### **Discharge Grievances**

The Agency shall conduct a meeting and respond within fifty (50) days of the date the grievance was filed at Step Two. If the grievance is not resolved at Step Two or no Management response is received within fifty (50) days from submission or the date of the agreed upon extension, the grievance shall be automatically eligible for appeal. Discharge grievances shall automatically proceed to mediation unless settled, withdrawn, or waived by one of the parties. The parties shall conduct a mediation within sixty (60) days of the due date of the Step Two response. Nothing in this Section precludes either party from waiving mediation and proceeding directly to arbitration. The Union shall propose arbitration of the discharge grievance within sixty (60) days of the date of the mediation, but no more than one hundred eighty (180) days from the filing of the grievance or agreed upon extension. The only method for proposal of arbitration is submission of a "resolution event" in the electronic grievance system (OHGrievance). When the Union submits a resolution event, the Union must notify the Office of Collective Bargaining by utilizing the "Notify OCB" button in the electronic grievance system. The parties agree that there shall be no more than one thirty (30) day continuance requested for arbitration. If a cancellation is initiated by an arbitrator, the arbitration shall be conducted within thirty (30) days of the date of the cancellation. However, grievances involving criminal charges of on duty actions of the employee, grievants who are unable to attend due to a disability, or grievances that involve an Unfair Labor Practice charge, may exceed the time limits prescribed herein.

### **Informal Discussion of Grievance**

An employee having a complaint is encouraged to first attempt to resolve it informally with his/her immediate supervisor at the time the incident giving rise to the complaint occurs or as soon thereafter as is convenient. At this meeting there may be a union representative present. If the employee is not satisfied with the result of the informal meeting, if any, the employee may pursue the formal steps of the grievance process below.

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

All grievances shall be filed in the electronic grievance system not later than twenty (20) days from the date the grievant became or reasonably should have become aware of the occurrence giving rise to the grievance not to exceed a total of thirty (30) days after the event. If being on approved paid leave prevents a grievant from having knowledge of an occurrence, then the time lines shall be extended by the number of days the employee was on such leave except that in no case will the extension exceed sixty (60) days after the event. The parties shall reference the date the grievance was submitted in the electronic grievance system to confirm timeliness.

The Employer must enter the meeting date and any agreed upon extensions in the system. The intermediate administrator shall: 1) advance grievances to Step Two if there is only one designee for agency grievance meetings or the issue cannot be addressed at Step One; or 2) meet and submit a written answer to the grievance in the electronic grievance system, within fifteen (15) days of submission or agreed upon extension date. If the grievance is still unresolved, the grievance may be appealed by the Union to the Agency Head or designee within fifteen (15) days after receipt of the Step One response. If the grievance is not advanced to Step Two or no Step One response is issued within fifteen (15) days of filing the grievance and the parties have not agreed upon an extension, the grievance shall automatically become eligible for appeal. When an extension has been agreed to, management will submit the response within fifteen (15) days of the extension date or the grievance will be automatically eligible for appeal. The OCSEA Chapter representative or designee must appeal the grievance to the Agency Head or designee within fifteen (15) days of eligibility for appeal. Regardless of whether a response is submitted by the agency, if no action is taken by the Union within thirty (30) days of eligibility for appeal, the grievance will close.

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

If the grievance is appealed to the Agency Head or designee, the parties shall meet within fifty (50) days in an attempt to resolve the grievance unless the parties mutually agree otherwise. Management must enter the meeting date and any agreed upon extensions in the electronic grievance system. By mutual agreement of the parties, Agencies may schedule Step Two meetings on a monthly basis, by geographic areas, so that all grievances that have been newly filed, that have been advanced to Step Two or that have been continued since the previous month, can be heard on a regular basis. At the Step Two meeting the grievance may be settled or withdrawn, or a response shall be prepared and submitted by the Agency Head or designee, within fifty (50) days of the appeal or agreed upon extension date. The response will include a description of the events giving rise to the grievance, and the rationale upon which the decision is rendered. The Agency may grant, modify or deny the remedy requested by the Union. Any grievances resolved at Step Two or at earlier steps shall not be precedent setting at other institutions or Agencies unless otherwise agreed to in the settlement. Reprimands are grievable through Step Two only; no appeal beyond Step Two is available.

If the grievance is unresolved at Step Two, the OCSEA Chapter representative or designee must appeal the grievance to alternative dispute resolution (ADR) within fifteen (15) days of the Step Two response due date. If the Employer does not meet and respond to the grievance at Step Two within fifty (50) days of filing or the agreed upon extension date, the grievance shall be automatically eligible for appeal. The OCSEA Chapter representative or designee must appeal the grievance to ADR within fifteen (15) days of eligibility for appeal. Regardless of whether a response is submitted by the agency, the grievance will close if no action is taken by the union within thirty (30) days of eligibility for appeal.

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

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



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

The parties shall mutually agree to a panel of at least five (5) persons to serve in the capacity of grievance mediators. The procedure for selecting this panel shall be the same as set forth in Section 25.05 for the selection of arbitrators. No mediator/arbitrator shall hear a case at both mediation and arbitration, unless mutually agreed upon. The fees and expenses of the mediator shall be shared equally by the parties.

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

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

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

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

### **Arbitration**

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

### **25.03 - Arbitration Procedures**

The parties agree to attempt to arrive at a joint stipulation of the facts and issues to be submitted to the arbitrator.

The Union and/or Employer may make requests for specific documents, books, papers or witnesses reasonably available from the other party and relevant to the grievance under consideration. Such requests will not be unreasonably denied. The parties will make reasonable efforts to share witness lists and documents seven (7) days in advance of the hearing. When arbitration is virtual, exchange of documents and submission to the arbitrator may occur in advance based upon mutual agreement.

The Employer or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Such requests shall be made no later than three (3) work days prior to the start of the arbitration hearing, except under unusual circumstances where the Union or the Employer has been unaware of the need for subpoena of such witnesses or documents, in which case the request shall be made as soon as practicable. Each party shall bear the expense of its own witnesses who are not employees of the Employer.

Questions of arbitrability shall be decided by the arbitrator. Once a determination is made that a matter is arbitrable, or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute. Upon the Union's request, a grievance that is automatically closed shall be reopened to allow arbitrability questions to be decided by the Arbitrator. The reopening of a grievance does not constitute a waiver of a claim of a procedural defect.

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

The decision and award of the arbitrator shall be final and binding on the parties. The arbitrator shall render his/her decision in writing as soon as possible, but no later than forty-five (45) days after (1) the conclusion of the hearing; or (2) the date written closings are due to the arbitrator, unless the parties agree otherwise.

Only disputes involving the interpretation, application or alleged violation of a provision of the Agreement shall be subject to arbitration. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement, nor shall he/she impose on either party a limitation or obligation not specifically required by the expressed language of this Agreement.

If either party desires a verbatim record of the proceeding, it may cause such a record to be made provided it pays for the record. If the other party desires a copy, the cost shall be shared.

### **25.04 - Grievance Procedure Committees**

- A. The Union may request time off without pay for up to nine (9) employees to attend arbitration committee meetings. Such requests shall be made at least ten (10) calendar days in advance to the OCB except under unusual circumstances. OCB shall not unreasonably deny such requests.
- B. The Union may request time off with pay for up to three (3) members to attend the discharge review committee meetings. Such requests shall be made at least ten (10) calendar days in advance to the OCB except under unusual circumstances. OCB shall not unreasonably deny such requests.
- C. The Union may request time off without pay for one (1) member, no more than six (6) times per year, to attend a Pre-Arbitration Review Committee (PARC) meeting. Such requests shall be made within ten (10) calendar days in advance to the OCB except under unusual circumstances. OCB shall not unreasonably deny such requests.

### **25.05 - Arbitration/Mediation Panels**

The parties agree that a panel of no less than eight (8) Arbitrators shall be selected to hear arbitration cases covered under this Agreement, except that all disciplinary grievances in which the discipline is the result of alleged abuse of a patient or another in the care or custody of the State of Ohio shall be submitted to a separate panel of four (4) Arbitrators selected from the main arbitration panel. If the parties are unable to mutually agree upon the selection of an Arbitrator from the panel for a particular arbitration case, either party may request a Labor Arbitrator list through

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

The procedure for selecting the panels shall be as follows:

1. The parties will make an attempt to mutually agree on panel members. If mutual agreement cannot be reached on the required number of arbitrators and mediators, then the remaining number will be selected by the following procedure: The parties shall request from the American Arbitration Association a list of at least twice plus one (1) the number of arbitrators needed. The parties shall then alternately strike names until the proper number remains.
2. Either party may eliminate up to two (2) arbitrators or two (2) mediators from the respective panels during each year of the Agreement.
3. In replacing the arbitrators that were eliminated from the panel, the procedure enumerated in (1) and (2) above shall be used. Any arbitrator or mediator eliminated may not be placed back on the panel. The panel shall expire upon expiration of this Agreement, provided that any scheduled arbitration shall proceed without regard to such expiration. It is understood that members of an expired panel may be appointed to the successor panel upon mutual agreement of the parties.

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

Grievances may be settled or withdrawn at any step of the grievance procedure. Grievances not appealed within the designated time limits will be treated as withdrawn grievances. Grievances not appealed within thirty (30) days of eligibility for appeal will close if no action is taken.

The time limits at any step may be extended by mutual agreement of the parties involved at that particular step. Such extension(s) shall be entered into the electronic grievance system by the Labor Relations Officer or designee.

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

#### **25.07 - Time Off, Meeting Space and Telephone Use**

The grievant(s) and/or Union steward will be permitted reasonable time off without loss of pay during their working hours to file or appeal grievances and to attend grievance step meetings. The steward shall be given reasonable time off without loss of pay during his/her working hours to investigate grievances. Witnesses whose testimony is relevant to the Union's presentation or argument will be permitted reasonable time off without loss of pay to attend a grievance meeting and/or respond to the Union's investigation. The steward shall not leave his/her work to investigate, file or process grievances without first notifying and making mutual arrangements with his/her supervisor or designee as well as the supervisor of any unit to be visited. Such arrangements shall not be unreasonably denied. Any time away from job duties under this section shall be indicated on the Agency's form or log if required under Section 3.11 of this Agreement.

Upon request, the grievant and Union shall be allowed the use of an available, appropriate room, scanner, and copier, where available, for the purpose of copying/scanning the grievance trail while processing a grievance. The Union shall be permitted the reasonable use of telephone facilities for investigating or processing grievances. Any telephone tolls shall be paid by the Union.

Where there is no computer and internet available for the local union to use during any grievance hearings, the local union may use their own computer/tablet and WI-FI access device for the purpose of accessing virtual grievance meetings, in accordance with the LOA referenced in Section 25.01 (F), the electronic grievance system, and Chapter e-mail. The computer/tablet and WI-FI access device used by the union must be password protected. The local union will be responsible for obtaining and maintaining the necessary password protection for the computer/tablet and WI-FI access device.

#### **25.08 - Other Grievance Resolution Methods**

The parties agree that during the term of this Agreement each party will review the grievance history including but not limited to grievances arising from suspensions, for the purpose of developing Agency Specific Agreements that will be designed to expedite the final resolution of grievances. Such Agreements will consider effective use of existing staff resources.

**The parties agree to hold a quarterly pre-arbitration mediation to review any grievances that have been at the arbitration step for over six (6) months for possible resolution.**<sup>3</sup>

#### **25.09 - Relevant Witnesses and Information**

The Union may request specific documents, books, papers, or witnesses reasonably available from the Employer and relevant to the grievance under consideration. Such request shall not be unreasonably denied. Proficiency tests or other assessments shall only be released pursuant to Article 17, Section 17.06.

This Section applies to all steps of the grievance procedure: The Employer shall provide copies of documents, books and papers relevant to the grievance without charge to the Union, unless the request requires more than ninety

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<sup>3</sup> Creates pre-arbitration mediations (PAM's) between the parties.

(90) minutes of employee time to produce and/or copy, at which time the Union will be charged ten cents (\$.10) per page.

#### **25.10 - Expedited Arbitration Procedure**

In the interest of achieving a more efficient handling of disciplinary grievances, the parties may agree to an expedited arbitration procedure. This procedure is intended to replace the procedure in Section 25.02, Arbitration, for the resolution of grievances. The procedure will operate in the following manner:

- A. A special list of arbitrators will be chosen by the parties to hear all expedited arbitrations during the term of this Agreement.
- B. The arbitrator will normally hear at least four (4) grievances at each session unless mutually agreed otherwise. The grievances will be grouped by institution and/or geographic area and heard in that area. The parties will endeavor to develop and maintain a regular schedule for the handling of expedited arbitrations at each department or Agency.
- C. Grievance presentation will be limited to a preliminary introduction, a short reiteration of facts and a brief oral argument. No briefs or transcripts shall be made. If witnesses are used to present facts, there will be no more than three (3) per side including the grievant. In cases where there is an issue of procedural arbitrability, each party will be permitted two (2) additional witnesses.
- D. The arbitrator will either give a bench decision or issue a written decision within five (5) calendar days. The arbitrator can either uphold or deny the grievance or modify the relief sought. All decisions will be final and binding. Decisions issued pursuant to this procedure shall have precedence for progressivity purposes only or unless mutually agreed otherwise by the parties.
- E. The cost of the arbitrator and the expenses of the hearing will be shared equally by the parties.

#### **25.11 - Non-Traditional Arbitration**

The parties agree to utilize a variety of non-traditional arbitration mechanisms. Such mechanisms may include but not be limited to, presentation of argument based on factual stipulations, presentation of argument without factual stipulations, and presentation of more than one case on a given day with written bench decisions being rendered by the arbitrator. The arbitrator shall issue a written decision along with an oral and/or written supporting rationale to the parties within forty-eight (48) hours. Decisions issued pursuant to this procedure shall have precedence for progressivity purposes only or unless mutually agreed otherwise by the parties.

Except for patient/client related cases, the grievances presented to the arbitrator under this Section will consist of disciplinary actions of five (5) days or less and non-selection grievances where the sole issue is whether an employee met the minimum qualifications for the position, unless mutually agreed otherwise. In disciplinary grievances for suspensions less than three (3) days adjudicated in this forum, the Employer and the Union are limited to one (1) witness each, unless mutually agreed otherwise. The grievant, chapter representative and staff representative are all parties to the proceeding; however, testimony will be limited to either the grievant or the Union witness. The arbitrator may ask questions of the witness and/or the grievant. In non-selection grievances and disciplinary grievances for suspensions of three (3) days or more adjudicated in this forum, the Employer and the Union are limited to two (2) witnesses each. Disciplinary grievances adjudicated in this forum shall not be mediated. Non-selection grievances where the sole issue is whether an employee met the minimum qualifications for the position shall be mediated prior to being heard at non-traditional arbitration.

The Union and OCB may jointly decide to take issue grievances to non-traditional arbitration.

#### **25.12 - Attendance**

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

#### **25.13 - Electronic Grievance System**

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

The Union will be allowed a reasonable amount of time to train stewards on the electronic grievance system during work hours. Request for such time shall not be unreasonably denied.

#### **25.14 - Miscellaneous**

The parties may, by mutual agreement, alter any procedure or provision outlined herein so long as the mutual agreement does not differ from the spirit of this Article.

### **ARTICLE 26 – HOLIDAYS<sup>1</sup>**

<sup>1</sup> No change.

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

<sup>1</sup> No change.

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

<sup>1</sup> No change.

### **ARTICLE 29 – SICK LEAVE<sup>1</sup>**

<sup>1</sup> In FACT FINDING - See Fact Finder's Report.

### **ARTICLE 30 – OTHER LEAVES WITH PAY**

#### **30.01 - Jury Duty**

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



services will not be needed. In cases where the employee would report to do less than four (4) hours work, the employee need not report. Employees called to jury duty shall submit to the Agency any juror fees received in excess of fifteen (\$15.00) dollars per day.

### **30.02 - Military Leave**

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

### **30.03 - Bereavement Leave**

Three (3) consecutive days of bereavement leave with pay at regular rate will be granted to an employee ~~upon~~ **for**<sup>1</sup> the death of a member of his/her immediate family interpreted for the purposes of this Article to include: spouse or significant other ("significant other" as used in this Agreement, is defined to mean one who stands in place of a spouse and who resides with the employee), child, step-child, grandchild, parent, step-parent, grandparent, great-grandparent, brother, sister, step-sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law or legal guardian or other person who stands in the place of a parent. Bereavement leave will be granted to the parents in the case of a miscarriage conditioned upon the tendering of appropriate medical documentation or stillbirth conditioned upon the tendering of a death certificate. Bereavement leave must begin within five (5) calendar days of the date of death of the immediate family member or the date of the funeral.

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

### **30.04 - Voting**

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

### **30.05 - Witness Duty**

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

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

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

### **30.06 - Professional Meetings**

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

### **30.07 - Civic Duty**

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

### **30.08 - Paid Adoption/Childbirth Leave and Foster/Kinship Caregiver Leave**

#### **Eligibility requirements and leave benefits for Adoption/Childbirth**

**Leave shall be determined pursuant to State Policy. Employees may elect to take five thousand (\$5,000) dollars for adoption expenses in lieu of taking time off for Adoption/Childbirth Leave.**

**Employees shall be eligible for foster and kinship caregiver leave, as provided in Ohio Revised Code 124.1312 (or as amended) and Ohio Administrative Code 123:1-34-12 (or as amended).**<sup>2</sup>

#### **A. Eligibility**

~~All employees who work thirty (30) or more hours per week are eligible for paid Adoption/Childbirth leave upon the birth or adoption of a child for care, bonding and/or acclimation of the child. A birth includes stillbirth, as defined in division (B)(2) of section 3705.01 of the Revised Code (or as amended). If the employee takes leave under this section for a stillbirth, the employee is ineligible for leave under Section 30.03. Leave under this Section shall be limited to six (6) consecutive weeks, the first two (2) of which shall be the unpaid waiting period, and the remaining four (4) weeks shall be paid at seventy percent (70%) of the employee's regular rate of pay. No minimum length of service is necessary to establish eligibility for this leave. Eligibility for leave is established on the day of the birth of a child or the day upon which custody of a child is taken for adoption placement by the prospective parents. To be eligible for leave an employee must be the parent (as listed on the birth certificate, or in the case of a stillbirth, the death certificate); or in the case of adoption the employee must be the prospective adoptive parent. An employee may elect to take five thousand dollars (\$5,000) for adoption expenses in lieu of the leave benefit. Payment may be requested when the court has awarded permanent custody of a child to the prospective parents. Whenever an employee adopts multiple children, the event shall be considered as a single qualifying event, and will not serve to increase either the length of leave for an employee or the five thousand dollar (\$5,000) limit.~~

#### **B. Waiting Period**

~~To qualify for paid Adoption/Childbirth leave under this Section, an employee must complete a fourteen (14) day waiting period, which commences on the date the leave begins. An employee may work at the discretion of the employee's appointing authority and/or may take unpaid leave or may use any form of accrued~~

<sup>1</sup> Reflects that bereavement leave is not required to begin upon the date of death of qualifying family member.

<sup>2</sup> Creates language giving rights to adoption/childbirth and foster/kinship caregiver leave in accordance with ORC and OAC.

paid leave or compensatory time for which he/she is qualified, or any combination thereof, during the fourteen (14) day waiting period. The fourteen (14) day waiting period under this Section shall satisfy the waiting period for disability leave benefits for employees who qualify for additional leave due to disability, provided the employee does not work during the two (2) week waiting period. The remaining four (4) weeks shall be paid at seventy percent (70%) of the employee's regular rate of pay.

#### ~~C. Leave Benefit~~

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

#### ~~D. Part-Time Employees~~

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

#### ~~E. Coordination with Disability Leave~~

~~Employees who are receiving disability leave prior to becoming eligible for Adoption/Childbirth leave shall continue to receive disability leave for the duration of the disabling condition or as otherwise provided under the disability leave program. In the event that the employee's disability leave benefits terminate prior to the expiration of any benefits the employee would have been entitled to under Adoption/Childbirth leave, the employee will receive Adoption/Childbirth leave for such additional time without being required to serve an additional waiting period, as long as the Adoption/Childbirth leave is contiguous to the disability leave.~~

#### ~~F. Holidays~~

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

#### ~~G. Working During Adoption/Childbirth Leave Period~~

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

#### ~~H. Credit for Hours Worked or Supplemented~~

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

#### ~~I. Duration~~

~~Under no circumstances shall Adoption/Childbirth leave be taken beyond one (1) year from the date of birth or placement a child for adoption. Adoption/Childbirth leave shall not be used to extend the layoff date of employees or to extend a period of employment for Established Term regular or irregular employees.<sup>3</sup>~~

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<sup>3</sup> Removes language that existed prior to new legislation, which is now incorporated into Agreement.

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

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<sup>1</sup> No change.

## ARTICLE 32 – TRAVEL<sup>1</sup>

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<sup>1</sup> No change.

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

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<sup>1</sup> No change.

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

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<sup>1</sup> No change.

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

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<sup>1</sup> No change.

## ARTICLE 36 – WAGES<sup>1</sup>

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<sup>1</sup> In FACT FINDING - See Fact Finder's Report..

## ARTICLE 37 – EMPLOYEE TRAINING AND DEVELOPMENT

### 37.01 - ~~Dissolution of the Workforce Development Fund (SD7 Fund)~~<sup>1</sup> Reserved for Future Use

Effective June 30, 2006 the Workforce Development Fund (SD7 Fund) shall cease to exist for the purposes of funding the obligations of this Article. New applications for computer loans postmarked subsequent to January 27, 2006 and tuition vouchers postmarked subsequent to February 28, 2006 will not be accepted with the exception of tuition vouchers for employees already enrolled in an identifiable curriculum of: 1) higher education; 2) attainment of certification; or 3) licensure. In consideration of the Union's full assumption of the obligation to provide benefits to the bargaining unit as detailed in Section 37.03 (A) of this Agreement subsequent to June 30, 2006, and in lieu of any and

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<sup>1</sup> Housekeeping. Program no longer exists.

~~all claims by way of a settlement of the unencumbered balance of the 5D7 fund, the State will convey to the Union from the 5D7 fund a single lump sum conveyance of \$1,500,000 not later than July 15, 2006. The Union forfeits all claims against the Employer for any and all residual assets of the 5D7 fund, with the following exception: Those files, databases, equipment, and other materials which were purchased by the fund for the sole use of fund administration, which are no longer needed by the Department of Administrative Services for final disposition of fund business, will be transferred to the Union. Existing employee computer loan balances shall be repaid to the 5D7 fund in accordance with loan obligation agreements through the current payroll deduction arrangement.~~

### **37.02 - Training and Development**

The Employer and the Union recognize the importance of employee training and development as an element of productivity and quality improvement. Employee training and development is regarded as a strategic investment to expand as well as develop employee skills through training initiatives.

### **37.03 - Union Education Trust**

#### **A. Purpose**

The Employer shall contribute to the Union Education Trust for the purpose of developing and supporting a comprehensive program of employee training initiatives, including but not limited to the following:

1. Basic skills development;
2. Technical and computer skills training;
3. Tuition assistance, reimbursement and vouchers;
4. Workplace redesign and technological change;
5. Education related to Labor/Management relationships and problem-solving;
6. Agency-specific projects.

#### **B. Funding and Accounting**

The Employer shall contribute to the OCSEA Union Education Trust a monthly amount equal to twenty-one dollars (\$21.00) for each bargaining unit member in active pay status or receiving OIL or Salary Continuation or on leave under either Voluntary Cost Savings Program (Appendix R) as of the 1<sup>st</sup> of the month. The amount of the Employer contribution shall be transmitted to the Union no later than the end of the month. Not less than three (3) months following the end of the Union's fiscal year, OCSEA shall provide the Department of Administrative Services Finance Officer a full and accurate accounting of the Fund by an independent outside auditor using Generally Accepted Accounting Principles (GAAP). State bargaining unit employees in active pay status who serve as trustees of the OCSEA Union Education Trust will receive release from their normal duties in accordance with the provisions of Article 3, Section 3.10 (A) for the purpose of attending quarterly fund meetings and conferences related to the administration of the fund's business, programs or initiatives.

### **37.04 - Orientation Training**

Every new employee will receive orientation that provides an overview of the role and function of the Agency. Such orientation may also include, but is not limited to, current procedures, forms, methods, techniques, materials and equipment. This may be done on a group basis and shall be given as needed.

Employees who work in Corrections, Youth Services, MHAS and DODD facilities will be provided training in crisis intervention techniques to appropriately respond to client behavior that could result in injury to self or others.

### **37.05 - In-Service Training**

Whenever employees are required to participate in in-service training programs, they shall be given time off from work with pay to attend such programs, including any travel time needed. The Employer shall pay any costs incurred in such training. Every reasonable effort shall be made to notify employees of training opportunities through available channels of communication.

### **37.06 - Leave for Training/Continuing Education Programs**

The Employer may grant permanent employees paid leave during regular work hours to participate in non-Agency training/continuing education programs which are directly related to work in the employee's Agency and will lead to the improvement of the employee's skills and job performance or as a part of an approved career ladder or skill expansion program. Reasonable effort will be made to equitably distribute such training opportunities among employees.

### **37.07 - Training Records**

Except where the Union and the State have otherwise agreed, upon completion of a training/continuing education program, the participant will forward a certificate or other appropriate recognition of course completion to the appropriate Agency designee for placement in the employee's personnel file.

If such evidence is not received, additional requests for release time will not be approved.

### **37.08 - Pre-Retirement Programs**

The Employer shall request the Public Employees Retirement System to conduct pre-retirement programs or it may conduct such programs for employees who are within one (1) year of eligibility for full retirement. Such training, if provided, shall be during regular working hours and eligible employees scheduled to work at that time shall be given time off to attend the training. Employees may attend only one (1) training session.

### **37.09 - Accreditation, Licensure or Certification Requirements**

If accreditation, licensure or certification requirements of a position are changed and an employee serving in such a position does not possess the requirements(s), the affected employee shall meet such requirement(s) as soon as reasonably possible.

If meeting the requirement(s) requires additional in-service training and/or leave for training/continuing education programs, Sections 37.04 and 37.05 may be applied.

If an employee does not meet the requirement(s) within a reasonable period of time, the employee shall be moved into another position. If that position pays less than the employee's present salary, the employee's salary shall be frozen until such time as the employee's new pay schedule catches up with the frozen salary.



### 37.10 - Computer Purchase Program

Previously the State offered a computer purchase program for all employees. It is agreed that if any State sponsored computer program is offered by DAS to any other State employees at any future time by the State, bargaining unit employees will be afforded the same and equal program benefit. Further, the parties agree to form, within sixty (60) days of the effective date of the Collective Bargaining Agreement, a Labor/Management Committee consisting of no more than four (4) members on each side, which shall meet at least quarterly to explore the institution of a computer purchase program for all bargaining unit employees.

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

<sup>1</sup> No change.

## ARTICLE 39 – SUB-CONTRACTING<sup>1</sup>

<sup>1</sup> No change.

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

<sup>1</sup> No change.

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

<sup>1</sup> No change.

## ARTICLE 42 – SAVINGS<sup>1</sup>

<sup>1</sup> No change.

## ARTICLE 43 – DURATION<sup>1</sup>

<sup>1</sup> In FACT FINDING - See Fact Finder's Report.

## ARTICLE 44 – MISCELLANEOUS<sup>1</sup>

<sup>1</sup> No change.

# APPENDICES

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

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

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

<sup>1</sup> No change.

## APPENDIX K – GUIDELINES FOR OCCUPATIONAL INJURY LEAVE (OIL)

### I. Definitions

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

### II. Eligibility for OIL

A permanent employee of the Ohio Department of Mental Health and Addiction Services, the Department of Developmental Disabilities, Department of Veterans Services, and ~~Schools for the Deaf and Blind~~ **Education Services**<sup>1</sup>, Department of Rehabilitation and Correction, and the Department of Youth Services who sustains an allowed physical

<sup>1</sup> Housekeeping.

condition inflicted by a ward in the above Agencies, in the course of, and arising out of, the injured employee's employment shall be eligible to request occupational injury leave (OIL) benefits in addition to his/her claim for Workers' Compensation.

The injured worker shall:

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

### III. Processing of the OIL Application

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

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

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

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

### IV. Administration of OIL Benefits

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

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

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

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

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

### V. Appeal of the Denial of an OIL Claim

If an employee's request for OIL benefits is completely denied, the employee may appeal the denial through the process detailed below. The employee shall not have rights under the Article 25 grievance procedure. In the event an Article 25 grievance is filed concerning an OIL issue, a copy of the grievance shall be forwarded to DAS Benefits to process as an appeal and the grievance will be closed in the grievance system<sup>2</sup>. In the event a non-OIL issue(s) is also alleged in the grievance, said issue shall be separated from the appeal and processed pursuant to Article 25.

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

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

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<sup>2</sup> Updates language to reflect current practice.

If OCSEA determines that further review is necessary, they will submit a request to OCB for a panel to be convened to review the claim within ten (10) working days of receiving the documents from DAS Benefits. The panel will consist of three (3) members: a representative of an Agency which is not the employing Agency and who regularly works with OIL, a representative of the Union who is not employed by the employing Agency, and a representative or designee of the State Employment Relations Board (SERB). Representatives from OCB and OCSEA may attend, but will not be voting members of the panel. The panel will be convened within fourteen (14) days of OCB's receipt of the request. The panel will complete a file review of the claim and any information provided by the employee and make a determination to uphold or overturn the denial. The panel will issue the decision immediately or within three (3) days if further investigation is necessary. The panel's decision will be in writing and will be final.

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

#### **VI. Disqualification**

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

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

If any of the above circumstances occur, OIL benefits shall be immediately terminated and the employee shall reimburse the State in the amount of any benefits improperly received. The employee may also be subject to disciplinary action, up to and including termination and criminal prosecution.

## **APPENDIX L – PAY TABLES<sup>1</sup>**

<sup>1</sup> In *FACT FINDING - See Fact Finder's Report*.

## **APPENDIX M – DRUG-FREE WORKPLACE POLICY**

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

- A. Both the State and the Union desire a workplace that is free from the adverse effects of alcohol and other drugs. As such, both parties acknowledge that substance abuse is a serious and complex, yet treatable, condition/disease that adversely affects the productive, personal and family lives of employees. The parties further acknowledge that substance abuse lead to safety and health risks in the workplace, for the abusers, their co-workers, and the public-at-large. Accordingly, the State and the Union pledge to work collaboratively in programs designed to reduce and eradicate the abuse of alcohol and drugs.
- B. The Union recognizes the need to address problems associated with having on-duty employees under the influence of alcohol or drugs. The Union also recognizes the State's obligations under the Federal Drug-Free Workplace Act of 1988 and other Federal laws and regulations concerning the controlling of substance abuse in the workplace. At the same time, the State recognizes employees' rights to privacy and other constitutionally guaranteed rights, as well as the due process and just cause obligations of this Agreement. Both parties agree that the emphasis of any drug-free workplace programs shall be to prevent substance abuse and rehabilitate employees and to abate risks created by employees who are on duty in an impaired condition.
- C. The State will periodically provide information and training programs concerning the impact of alcohol and other drug use on job performance, as well as information concerning the State's Employee Assistance Program and any other resources that an employee or his/her family may contact for assistance in overcoming an alcohol and/or other drug problem. All bargaining unit employees shall be furnished with a copy of the Employer's drug-free workplace policies within thirty (30) days of initial employment with a State Agency. Additionally, each employee will similarly be provided with a written description of the Employer's drug testing policy, including the procedures under which a test may be ordered, procedures for obtaining samples for testing, how testing will be conducted and reported to the Employer and employees, and how medical marijuana will be addressed; and the potential consequences of refusing to submit to testing or of positive test results. In addition, managers and supervisors shall be provided training about the Drug-Free Workplace Policy and alcohol and the drug-testing program in order to ensure that the policy and program are administered consistently, fairly, and within appropriate Constitutional parameters. Training will be provided to all covered employees prior to implementation based upon agreement of the parties, joint training by the parties can be provided on an Agency basis. New employees who are covered will be provided notice and training prior to testing. Testing for new classifications listed in Section 7 will not commence until such time as employees are provided notice and training.
- D. Any employees suffering from a substance abuse problem shall receive the same careful consideration and offer of treatment that is presently extended under the State's existing benefit plans to those employees having other mental health and substance abuse conditions, as well as under the Employee Assistance Plan established under Article 9 of this Agreement. The same benefits and insurance coverages that are provided for all other illnesses, diseases, and/or physical or psychological conditions, under the State's established health insurance benefit plan, shall be available for individuals who accept medically approved treatment of alcoholism or drug dependency.
- E. An employee's refusal to accept referral for diagnosis or to follow the prescribed treatment will be handled in accordance with other policies relating to job performance, subject to the contractual grievance/arbitration procedures and other provisions of this Agreement. No person with a substance abuse problem shall have his/her job security or promotional opportunities jeopardized by a request for diagnosis and/or treatment. Continued unacceptable job performance, attendance, and/or behavioral problems will result in disciplinary action, up to and including termination.



- F. The confidential nature of the medical records of employees with substance abuse problems shall be maintained pursuant to both Ohio and Federal laws. Similarly, all records relating to drug tests and their results shall be maintained in accordance with Ohio and Federal laws.
- G. All Department heads, managers, and supervisors are responsible for adherence to, and implementation, enforcement, and monitoring of, this policy.

## Section 2. Drug-Testing Conditions

### A. State Testing

#### 1. Reasonable Suspicion

~~Employees covered by this Agreement may be required to submit a urine specimen for testing for the presence of drugs or a breath sample for the testing of the presence of alcohol.<sup>1</sup>~~

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

#### 2. Rebuttable Presumption

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

#### 3. Random Testing

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

### B. Federal Testing

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

## Section 3. Testing Procedures and Guarantees

### A. State Testing

1. Employees covered by this Agreement may be required to submit to testing for the presence of drugs or a breath sample for the testing of the presence of alcohol.<sup>2</sup> Procedures and protocols for the collection, transmission and testing of the employees' samples shall conform to the methods and procedures provided by Federal regulations pursuant to the Federal Omnibus Transportation Employee Testing Act of 1991.
2. Employees shall have the right to consult with a Union representative, if one is available, one (1) hour prior to testing, and a Union representative may accompany the employee to the specimen collection site as long as reasonable suspicion is called for by the Employer.
3. The random testing pools for DYS employees and DRC employees shall be maintained on a statewide basis that includes all employees in the Agency who are subject to random testing. The random testing pool shall be maintained and administered by the Drug-Free Workplace Services Program of the Department of Administrative Services (DAS). The percentage of employees to be tested annually will vary during the first two (2) years of the Agreement, the percentage of the employees to be tested annually at up to thirty percent (30%) of the random testing pool. During the last year of the Agreement, the percentage of the employees to be tested annually can vary from ten percent (10%) to thirty percent (30%) of the average total of the random testing pool.
4. The Drug-Free Workplace Office of DAS may issue the random testing list to DYS Central Office and DRC Operation Support Center. The Agency Central Office shall issue a list of employees to the appropriate Facilities/Institutions. Any employee included on the list who is subject to a random test shall be tested within seven (7) days after the Facility/Institution has received the random list. Any employee who is not tested within seven (7) days after the Facility/Institution receives the list shall not be tested as a result of that list.
5. A test result which indicates a .04% blood alcohol level will be considered a positive test. Any employee who tests at or above .02% and below .04% shall be immediately removed from duty until the start of the employee's next scheduled shift or for twenty four (24) hours, whichever is greater. While the employee is removed from duty, the employee may use any accrued leave or compensatory time at the employee's option, or be placed in a leave without pay status if accrued leave or compensatory time is not available.

<sup>1</sup> Revised and moved to Section 3A(1).

<sup>2</sup> Moves language from Section 2A(1) and revises to encompass potential future testing methods (i.e., swab testing, breath sample, etc.)

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

#### **B. Federal Testing**

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

#### **Section 4. General Provisions Applicable to All Testing**

- A. Subject to the reasonable requirements of the laboratory, the Union shall have the right, upon reasonable request made to the laboratory, to inspect and observe any aspect of the drug testing program, with the exception of individual test results. The Union may inspect individual test results, if the release of such information is authorized, in writing, by the affected employee.
- B. Covered employees will be selected from the random selection pool by a computer-driven random number process based upon the position numbers of all positions for which testing is required. Procedures will be developed by each Agency and work site with the approval of the Drug-Free Workplace Services pursuant to statewide policy.
- C. Periodically, at the Union's discretion, the Union shall have the opportunity to audit the State's sampling and testing procedures.
- D. If the employee is sent home after notice is received by the Employer that he/she tested positive, the Employer shall place the employee on administrative leave with pay pending notice of the pre-disciplinary meeting. If the employee does not waive the seventy-two (72) hour pre-disciplinary meeting requirement, the employee shall be placed on approved administrative leave without pay and may use any accruals to cover the time off.
- E. All sample collection shall be conducted off-site by professional non-State personnel subject to the requirements of the testing lab unless the parties on a facility-by-facility basis mutually agree to an alternative sample collection process.
- F. Travel time and testing are to be considered "time worked" for compensation purposes.

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

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

#### **Section 6. Disciplinary Action**

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

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

Any Last Chance Agreements entered into during the term of the last contract shall be subject to the above provision.

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

#### **Section 7. Safety Sensitive Positions**

The following classifications<sup>3</sup> are considered to be safety sensitive positions. Employees in these classifications shall be subject to random testing as described above.

<sup>3</sup> Housekeeping.

<b>B.U.</b>	<b>Class No.</b>	<b>Title</b>
4	44213	Activity Therapy Specialist 1
4	44214	Activity Therapy Specialist 2
6	54211	Aircraft Attendant
6	54221	Aircraft Maintenance Technician
7	21582	Amusement Ride and Game Inspector
7	21583	Amusement Ride and Game Lead Inspector
14	24951	Aviator
7	24121	Boiler Inspector

B.U.	Class No.	Title
6	54542	Boiler Operator
7	24421	Breath Alcohol Testing Inspector
13	85851	Bridge Specialist 1
13	85852	Bridge Specialist 2
7	24110	Building Inspector ‡ <u>Trainee</u>
7	24111	Building Inspector 2 <sup>4</sup>
7	24332	CDL Field Representative
4	42741	Certified Pharmacy Technician
4	18111	<del>Children's Teacher Aide 1</del>
4	18112	<del>Children's Teacher Aide 2</del>
4	18113	<del>Children's Teacher Aide 3</del> <sup>5</sup>
3	46531	Correction Officer
<u>3</u>	<u>46561</u>	<u>Corrections Canine Handler</u> <sup>6</sup>
13	86141	Criminalist
7	24341	Customer Service Specialist 1
7	24342	Customer Service Specialist 2
6	53821	Delivery Worker
7	24331	Driver License Examiner 1
7	24333	Driver License Examiner 2 (Lead Worker)
7	24131	Electrical Safety Inspector
7	24141	Elevator Inspector
7	24140	Elevator Inspector Trainee
13	86150	Evidence Intake Technician
7	26531	Fire and Explosion Invest. Bureau Investigator
7	26591	Firefighter
4	44211	General Activities Therapist 1
4	44212	General Activities Therapist 2
7	23161	Hazardous Materials Investigation Specialist 1
7	23162	Hazardous Materials Investigation Specialist 2
4	<del>44111</del>	<del>Hospital Aide</del>
4	<del>44113</del>	<del>Hospital Aide Coordinator 1</del> <sup>7</sup>
4	44114	Hospital Aide Coordinator 2
<u>4</u>	<u>18112</u>	<u>Instructional Aide</u>
<u>4</u>	<u>18111</u>	<u>Instructional Aide Trainee</u> <sup>8</sup>
7	26211	Investigator (only in the Lottery Commission and the Department of Public Safety, Private Investigator and Security Guard Section)
4	44161	Licensed Practical Nurse
7	26592	Lieutenant Firefighter
7	23111	Motor Carrier Enforcement Inspector
7	24123	Nuclear Boiler Inspector
4	44310	Occupational Therapy Assistant
7	21561	Pharmacy Board Agent
7	24161	Plumbing Inspector ‡ <u>Trainee</u>
7	24162	Plumbing Inspector 2 <sup>9</sup>
3	44141	Psychiatric Attendant
3	44142	Psychiatric Attendant Coordinator
7	23181	Public Utilities Gas Pipeline Safety Compliance Investigator
7	23311	Railroad Inspector 1
7	23312	Railroad Inspector 2
7	23313	Railroad Inspector 3

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<sup>4</sup> Housekeeping. Changes classification name.

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<sup>5</sup> Housekeeping. Removes classifications that have been deleted or have had a classification title change.

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

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<sup>7</sup> Housekeeping. Removes classifications no longer in use.

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<sup>8</sup> Housekeeping. Reflects title change.

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<sup>9</sup> Housekeeping. Changes classification names.



B.U.	Class No.	Title
6	54461	Research Vessel Operator
3	46111	Security Officer 1
3	46112	Security Officer 2
4	44112	Therapeutic Program Worker
4	44260	Therapy Aide
6	54441	Vehicle Operator 1
3	46611	Youth Leader ( <del>Blind/Deaf School</del> <u>Deaf and Blind Education Services</u> ) <sup>10</sup>

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

<sup>10</sup> Housekeeping.

## APPENDIX N – WORK AREAS FOR MENTAL HEALTH AND ADDICTION SERVICES, DEVELOPMENTAL DISABILITIES, DEPARTMENT OF YOUTH SERVICES AND DEPARTMENT OF VETERANS SERVICES<sup>1</sup>

<sup>1</sup> No change.

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

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

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

<sup>1</sup> No change.

## APPENDIX Q – AGENCY SPECIFIC AGREEMENTS

The following supplemental agreements apply to OCSEA/AFSCME bargaining unit employees within the specified Agencies only:

### ADJUTANT GENERAL'S DEPARTMENT<sup>1</sup>

<sup>1</sup> No change. MOU extended.

### DEPARTMENT OF ADMINISTRATIVE SERVICES

#### Security Officer Canvass

- Prior to posting a Security Officer or Radio Operator vacancy within the Department of Administrative Services, the DAS shall first canvass full-time Security Officers or Radio Operators for individual preference to move to the vacant shift and facility. Canvassing will be conducted in State seniority order. Prior to posting the resulting vacancy, **and if no full-time Security Officers or Radio Operations move into the vacant shift and facility, then**<sup>1</sup> part-time security officers or radio operators may canvass into a full-time vacancy in State seniority order. The resulting shift will then be posted as a vacancy pursuant to Article 17.
- For the purpose of the above procedures a shift shall be defined as the hours of the day and days of the week as established by DAS.
- It shall be the exclusive DAS prerogative to determine the number and composition of shifts in each facility.

<sup>1</sup> Housekeeping. Spells out current practice.

#### Overtime Exclusion

A Security Officer may be excluded from overtime assignment at a customer's site when the customer has demanded in writing that the Security Officer be excluded from the site. After a period of two (2) years from exclusion, DAS will ask permission from the customer to allow the Security Officer back on site for overtime purposes. An officer may be restored to the site under this Section at any time the customer withdraws its demand for exclusion. A Security Officer that is excluded from an overtime opportunity under this Section shall be offered the next tier two offering for which the officer would be otherwise eligible.

#### Enhanced Skills Development

The Employer and the Union may mutually agree to create programs to enable the workforce to become more flexible, diverse, and to increase operational efficiency. Both parties recognize the constantly changing work force and will encourage members to continue to seek education/training in order to keep pace with these changes. Both parties mutually agree to explore the utilization of Article 36.05 or other available avenues for this purpose.

## DEPARTMENT OF AGRICULTURE

#### Layoff and Bumping

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

#### Division of Meat Inspection

Meat Inspector Trainees:

- Meat Inspector Trainees are not eligible for the overtime roster.

2. Upon the successful completion of a Meat Inspector Trainee's probationary period, the employee will be immediately reclassified to a Meat Inspector and will be placed in step 2 of the Meat Inspector Pay Range and shall be eligible for the overtime roster.

**Meat Inspector Pay Supplements:**

1. Meat Inspectors will earn a five percent (5%) supplement for hours worked in a pay period, when assigned the following duties within a pay period:
  - a. Training: Meat Inspectors will be paid the five percent (5%) supplement when assigned to train newly hired Meat Inspector Trainees. ODA shall also pay the supplement to a Meat Inspector for training other Meat Inspectors on changes to procedures or legal requirements and refresher courses, as needed. Compensation will be on an hourly basis. Such use of the supplement is an appropriate topic of discussion for the committee created in Section 5 of this Agreement on a non-binding basis. Meat Inspector Trainers are not to be held responsible for independent work performed by trainees.
  - b. Meat Inspectors who receive specialized training in such activities as the United States Department of Agriculture, Agriculture Marketing Service's Certification and Acceptance Service shall receive the five percent (5%) supplement for each hour devoted to the activity.
  - c. Meat Inspectors are occasionally assigned by the supervisors to assist a new establishment in accomplishing the many detailed regulatory tasks to prepare for the inauguration of meat and poultry inspection. Inspectors who are assigned this duty shall receive a five percent (5%) supplement for each hour worked in doing this activity.
  - d. ODA shall determine that other duties are appropriate for this supplement. Such duties shall be discussed by the agency labor management joint committee created in Section 5 of this Agreement.<sup>1</sup>
2. The parties acknowledge that training new employees, assisting a new plant become operational, doing acceptance work for another government Agency, and other duties deemed appropriate for this supplement are supervisory duties which may, from time to time, be assigned to a bargaining unit employee; however, this in no way diminishes the supervisor's ability to perform these duties.
3. Employees shall not normally be assigned multiple duties eligible for the supplement; however, an employee cannot earn more than one five percent (5%) supplement at a time; regardless of the number of eligible duties performed.
4. ODA reserves the right to determine the employees who are assigned duties which qualify for the pay supplement.
  - a. ODA will consider such factors such as knowledge, skills and abilities of the employee as well as proximity to the work location when assigning duties which qualify for the pay supplement.
  - b. Assignments shall be an appropriate topic of discussion by the agency labor management committee ~~Joint Meat Inspectors Committee referenced in Section 5~~, but cannot be taken to arbitration.<sup>2</sup>
5. The agency labor management committee ~~Joint Meat Inspectors Committee~~ shall continue to meet to discuss and resolve issues regarding the implementation of this agency specific agreement. The committee shall be made up of union representatives from ODA divisions including one (1) union representative from each Meat Inspection district and comparable representatives from Management. Each party will choose its own representatives.<sup>3</sup>
  - a. ~~Unresolved issues regarding the implementation of this Meat Inspectors Agreement are only grievable pursuant to this Agreement.~~
  - b. ~~Implementation issues that are resolved by the committee are final and binding.~~
  - c. ~~Should the committee not agree to a resolution of an implementation issue or not act on the issue within sixty (60) days of receipt of the issue, the committee shall review the issue with an arbitrator. The arbitrator shall hear the case within thirty (30) days of notification from the committee, upon the availability of the arbitrator. The hearing shall include all committee representatives and Union and OCB representatives as necessary. The arbitrator is encouraged to take an active role in resolving and settling disputes. If the issue cannot be resolved, the arbitrator shall render a binding decision in writing. The arbitrator will be selected by the parties and all costs shared equally. This procedure is separate from the Article 25 procedure in the Collective Bargaining Agreement (CBA).~~
  - d. ~~Issues that are to be addressed by the committee may be forwarded by any bargaining unit or Management employee through either the bargaining unit or Management representatives.~~
  - e. ~~The committee shall elect a chair and a secretary from its member representatives. Each position shall be occupied by a member of the opposite affiliation.~~
  - f. ~~The committee shall meet quarterly or on an "as needed" basis.~~
  - g. ~~Meetings shall be conducted in accordance with Article of the CBA.~~<sup>4</sup>

<sup>1</sup> Housekeeping. Current language is outdated. Agency issues will go local L/M committee.

<sup>2</sup> Housekeeping as referenced in 1.

<sup>3</sup> Updates committee name, identifies that all divisions of ODA will be included, adding the Meat Inspectors.

<sup>4</sup> Language outdated.

**Meat Inspector Travel:**

1. The "report-in" and "report out" locations for each meat Inspector shall be the assigned plant to which the Meat Inspector must report each day. If an inspector has multiple plants to cover as part of his/her Primary Duty Assignment (PDA), the report-in location will be the first plant they visit and the "report-out" location shall be the last plant the Meat Inspector shall visit in that assignment.
2. The starting and ending time for each eight (8) hour work schedule for each day shall be:
  - a. For those residing in their assigned headquarter county:
    - i. The unpaid travel time shall be no greater than one-half (1/2) hour to first report in location and not greater than one-half (1/2) hour returning from report-out location.

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

EXAMPLE: For a 7:00 a.m. arrival to report-in location. If the inspector lives forty five (45) minutes from report-in location, paid time starts at 6:45 a.m.

- b. For those residing outside of their assigned Headquarter county:
- The unpaid travel time shall be adjusted to account for the time to travel from Inspector's residence to the headquarter county line; then one-half (1/2) hour unpaid time shall begin.

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

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

- c. **Employees may request to change their headquarter county assignment. Such requests may be considered based upon operational need and made by mutual agreement between the parties.**<sup>5</sup>

- d. Travel time, including determining the adjusted travel time for inspectors residing outside of assigned headquarter county, will be verified by **GPS tracking devices (e.g., Telematics or Geotab) internet travel map calculations (e.g., MapQuest).**<sup>6</sup> Such travel time calculations shall be based on non-stop travel. Time spent on stops between inspector's residence and report-in location shall not be deducted from unpaid travel time.

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

#### **Meat Inspector Temporary Alternate Work Locations:**

- Due to operational needs during severe weather where public officials have declared a category snow emergency (e.g., Level 1, Level 2, Level 3) and/or have closed roadways, inspectors residing in, or assigned to, affected counties may be assigned to a temporary alternate work location.
- Temporary alternate work locations may also be established in the event of unforeseen operational changes (e.g. report-in location closures, emergencies other than weather emergencies).
- The temporary alternate work location shall provide the inspector with necessary amenities (e.g. restroom, electricity) to complete assigned tasks.
- ~~Temporary alternate work locations may include county ODOT, ODNR, or ODPS locations.~~<sup>7</sup>
- ~~ODA shall pre-arrange such temporary work locations on behalf of inspectors to be assigned to them.~~<sup>8</sup>
- ~~Inspectors shall not report to a temporary alternate work location, as described above, without receiving instruction from their supervisor to do so.~~<sup>9</sup>

<sup>5</sup> Gives employee the ability to request Headquarter/County assignment change.

<sup>6</sup> Adds what GPS system will be used to identify travel times related to headquarter/county assignments.

<sup>7</sup> Removes specific language of specific alternative work locations.

<sup>8</sup> Language not needed due to change in 7.

<sup>9</sup> Housekeeping.

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

<sup>1</sup> No change.

## **OHIO DEPARTMENT OF DEVELOPMENTAL DISABILITIES**

### **Alternative Work Area Assignments**

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

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

### **Filling Work Area Openings**

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

### **Bidding Under Appendix N while on Probation**

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



### Calling Extra Hours/Overtime

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

### Statewide Labor Management Subcommittee

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

### Extra Hours and Overtime

1. The order of canvassing for extra hours and voluntary/mandatory overtime shall be:
  - a. First, voluntary extra hours are offered to staff who are not scheduled up to 40 hours in a week and/or who have not accepted (picked up) extra hours up to 40 hours in a week;
    - i. Pre-posted extra hours become part of an employee's schedule
  - b. Second, voluntary overtime is offered to staff;
  - c. ~~Third, Next,~~<sup>1</sup> staff are mandated in reverse seniority order whether with or without 40 hours in the week. If the time worked is over 40 hours, it shall be paid at time and one half. If the time worked is under 40 hours, it shall be paid at straight time.
- ~~2. Mandation – Mandation shall run through the bottom half of the roster but may go into the top half of roster if enough staff is not available.<sup>2</sup>~~

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<sup>1</sup> Housekeeping.

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<sup>2</sup> Housekeeping to reflect current contract language.

## DEPARTMENT OF EDUCATION AND WORKFORCE<sup>1</sup> – OHIO DEAF AND BLIND EDUCATION OHIO SCHOOL FOR THE DEAF AND OHIO STATE SCHOOL FOR THE BLIND<sup>2</sup>

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<sup>1</sup> Housekeeping. Reflects change to agency name.

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<sup>2</sup> Housekeeping. Reflects change to agency name.

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

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

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

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<sup>3</sup> Housekeeping. Reflects updated title to classification.

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<sup>4</sup> Housekeeping. Reflects updated title to classification.

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<sup>5</sup> Housekeeping. Reflects updated title to classification.

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<sup>6</sup> Housekeeping. Reflects updated title to classification.

The Ohio Civil Service Employees Association (OCSEA) and the Ohio Department of Education **and Workforce**<sup>7</sup> both recognize that the **OBDES is Ohio State School for the Blind (OSSB) and the Ohio School for the Deaf (OSD)** ~~are~~<sup>8</sup> unique in state government, in that they operate on a school year work schedule. In the recognition of this fact, both parties also recognize that special provisions in the contract are necessary to enable the schools to attract and keep employees and to provide benefits consistent with employees who work full time.

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<sup>7</sup> Housekeeping. Reflects change to agency name.

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<sup>8</sup> Housekeeping. Reflects change to agency name.

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

### Active Pay Status Options for School Year Employees

1. An employee who works in accordance with the school year calendar may elect to maintain active pay status during pay periods between school calendar years for purpose of maintaining contractual benefits. The monthly amount of leave used shall be no less than six hundred dollars (\$600) in each month an employee is not scheduled to work. The employee may not take leave in excess of the amount of the employee's regular weekly earnings. During the summer months, an employee will accrue leaves only when the employee is in active pay status.
2. Summer Programming

- A. The Summer Programming is available to all employees who work according to the school year calendar. In the event minimum staffing levels are not achieved through employees opting into the summer programming, staff will be scheduled by seniority. The scheduling shall be in order of least senior.
- B. ~~The Schools are~~ **OBDES is**<sup>9</sup> committed to serving the needs of children throughout Ohio during the summer months. As such a minimum of four weeks during the summer months will be offered as summer programming. The specific number of weeks and hours per week worked by employees participating in summer programming will be based on educational needs and/or funding available. In recognition that a school calendar is unique to State government, management is committed to scheduling summer programming to provide the ability for employees to maintain benefits consistent with employees who work full time. Summer programming including the duration will be a topic for discussion at Labor/ Management meetings over the life of the contract. Specific details on the upcoming summer's programming will be a topic for discussion at the Labor/Management meeting in April. The Employer will communicate to the employees prior to school closing the opening and closing dates for participation in the summer programming.

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

#### **Veteran's Day**

The ~~OBDES Ohio School for the Deaf and Ohio State School for the Blind~~<sup>10</sup> shall observe Veterans Day on either a Friday or Monday when the actual day of the holiday falls on a Tuesday, Wednesday, or Thursday. Veterans Day shall be observed as set forth in the school calendar.

#### **Juneteenth**

**The ODBES shall observe Juneteenth on either a Friday or Monday when the actual day of the holiday falls on a Tuesday, Wednesday, or Thursday. Juneteenth shall be observed on Monday if the holiday falls on Sunday, Monday, or Tuesday. Juneteenth shall be observed on Friday if the holiday falls on Wednesday, Thursday, Friday, or Saturday.**<sup>11</sup>

#### **Holiday**

Holidays shall be paid in the pay period they occur and in accordance with the Collective Bargaining Agreement. Employees who are in an active pay status their last scheduled work day prior to the holiday shall qualify for holiday pay.

## **ENVIRONMENTAL PROTECTION AGENCY**

#### **Training/Professional Development**

The Ohio EPA and OCSEA agree that career tracks shall be an appropriate topic for discussion at the Labor/ Management Committee meetings. We shall jointly explore the possibilities of improving the quality of services at the Ohio EPA.

#### **Off-Hours Support**

The Ohio EPA and Union agree to adopt and incorporate the existing practice of "off-hours support" coverage as described in ~~ER DERR-00-ER-005 and Ohio EPA eBusiness Center and Internal Production Applications Off-Hours Support Plan.~~ <sup>"ITS Off-hours Support Plan."</sup> **Management will discuss any changes with the union at Labor/Management Committee meetings prior to implementation.**<sup>1</sup>

#### **Employee Support**

The statewide Labor/Management Committee will discuss and consider mutual interest and options generated by Agency-specific negotiations, including but not limited to safety; legal support; professional development; educational opportunities; cross-training; career tracks; Employer provided internal short courses and seminars; and appropriate collaborative efforts with civic and environmental groups. These discussions may result in the referral of such options to regional Labor/Management Committees and/or other appropriate committees as deemed necessary.

#### **Incentives**

In accordance with Article 22.01, appropriate merit based incentives will be explored by the statewide Labor/ Management Committee to encourage employee excellence. Such merit based incentive programs shall be mutually agreed upon between, and supported by, the Employer and the Union. This may include the exploration of alternative sources of funding, including grants, to promote special projects and temporary work levels.

#### **Workplace Conflict Management**

The Ohio EPA and the Union recognize the benefits of participating in Dispute Resolution and Conflict Management. The Ohio EPA and the Union agree to strongly encourage employees to utilize available resources to resolve employee conflicts.

#### **Performance Evaluations**

~~The Employer and the Union will create a joint Quality Team consisting of representatives from Labor and Management, in accordance with Article 14, no later than March 31, 2009. The Quality Team will review the current performance evaluation form, overall process and make consensus recommendations to the Director or designee by December 31, 2009, unless extended by mutual agreement.~~<sup>2</sup>

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

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

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

<sup>9</sup> Housekeeping. Reflects change to agency name.

<sup>10</sup> Housekeeping. Reflects change to agency name.

<sup>11</sup> Allows observation of Juneteenth on a Monday or Friday in accordance with the school year calendar to not interfere with summer camps/programs that utilize residential services.

<sup>1</sup> Includes the proper documents referenced.

<sup>2</sup> Agreed upon housekeeping to remove section.

<sup>1</sup> No change.

<sup>1</sup> No change.

<sup>1</sup> No change.

# DEPARTMENT OF MENTAL HEALTH AND ADDICTION SERVICES

## Section I: Community Support Network (CSN)

### A. Transportation Reimbursement

The Department of Mental Health and Addiction Services agrees to reimburse employees in Community Support Network (CSN) who during the course of their normal duties, are required to and actually transport clients/consumers in their own personal vehicle on a regular basis. The purpose of the payment is to reimburse employees for the cost of an automobile rider to their existing insurance policy. To be eligible for the reimbursement, the employee must demonstrate the following:

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

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

The reimbursement to such employee(s) is the actual cost of the rider not to exceed seventy-five dollars (\$75.00) per year whichever is less. This reimbursement will be paid on a yearly basis in the pay period that includes July 1 for the life of this Agreement. Employees who either resign, retire or have their employment terminated during the year and employees who start during any part of the year will have the reimbursement prorated. In the case of employees who either retire, resign, or have their employment terminated will have that portion of the reimbursement repaid to the State, in the last paycheck.

### B Training

Training and orientation will be provided to any new employee in a CSN Program. The employee could be new to the program as a result of an internal fill through the bid process or as a new hire, or through the displacement process. The orientation will be provided to the new employee prior to assuming the duties of the program.

### C Evaluation Period

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

### D. Re-Entry from CSN

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

If the Department initiates placement of an employee from CSN to the hospital outside of the evaluation period, it must show just cause that the employee can not perform the duties of that position.

#### Mutual Understanding

The Department of Mental Health and Addiction Services affirms its intent, on a permanent basis, to be a substantial provider of services as specified in the Mental Health Act of 1988. The substantial provider role will include the delivery of inpatient services and/or State operated community services. Substantial provider shall mean as the current inpatient service capacity decreases, that the existing direct service capacity will be shifted to the community side, without supplanting locally provided community services, and subject to locally planned and managed systems of care.

Direct care State employees will be utilized where possible in the newly created Community Support Network (CSN) Programs provided that the new programs do not supplant locally provided community services and subject to locally planned and managed systems of care.

### E. Bumping

Employees in the Department of Mental Health and Addiction Services have the right to bump in accordance with Article 18 of the Collective Bargaining Agreement. However, employees shall not be permitted to bump into occupied positions in Activity Community Training (ACT) teams (non-residential) in Community Support Network (CSN) Programs. The affected hospital and/or CSN will canvass employees pursuant to Section 18.04 following a layoff or abolishment.

### F. CSN Schedule Changes

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

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

If a work location closure or local weather emergency occurs, the following are options that both Management and the CSN employee may jointly agree to use. These options are spelled out and listed below so that when such situation occurs, there will be some level of predictability. All of these options will be made available and must have prior approval by the program supervisor.

Options:

1. The employee may take appropriate leave for the day.
2. If appropriate to the program, the employee may reschedule the day for another day during that week only.
3. The employee may report to an alternative site that is approved by their supervisor. They must call in and notify the supervisor of the alternative site option. They may then perform CSN related work such as Contact Logs and phone contacts to clients. The employee may use a combination of work at an alternative site and leave time to fill the day's schedule.



4. The employee may report to an alternative site and perform duties that they are qualified to perform on a unit. This also must be approved in advance by the CSN supervisors and the alternative site administrator.
5. Any other arrangement that can be mutually agreed to locally as long as it does not violate the Collective Bargaining Agreement, OhioMHAS policy, and/or State or Federal law.

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

Each CSN supervisor shall meet and discuss these options as soon as possible so that employee will understand the options available to them. Each CSN program options(s) will be reduced to writing.

## Section II

### A. Established-Term Appointments (ETA)

The Ohio Department of Mental Health and Addiction Services and the Ohio Civil Service Employees Association agree at all locations to the use of the established-term appointment type. The Employer and Union will agree to discuss at a local Labor/Management meeting, the appropriate use/numbers for the creation of ETA positions.

#### 1. Length of Appointment

An employee with this appointment type will have a length of appointment not to exceed ten (10) months consecutively. At any time during the appointment period the appointment may be canceled by Personnel Action with notification to the Chapter President.

If this appointment type needs to be extended beyond the ten (10) month period for any one individual, then Management and the Chapter President, or designee,<sup>1</sup> will agree to discuss the extension. This employee will have first consideration to be extended based on operational need.

If there is no mutually agreed to extension, an employee shall not be re-appointed to this appointment type without at least a thirty (30) day break period.

#### 2. Schedule

The Employee holding this appointment type may/may not have a fixed schedule. The schedule may/may not be irregular from week to week. The Employer agrees not to use this appointment type to avoid filling permanent full-time positions. This Employee shall be used to supplement the work force and not erode permanent positions the bargaining unit\* in the following manner:

- a) to fill in for employees on any form of approved leave to include but not limited to sick leave, personal, vacation, compensatory time, bereavement, disability, workers compensation, occupational injury, approved Union leave, administrative leave, educational leave i.e., OCSEA UET and the Family and Medical Leave Act.
- b) staffing for holidays where regular staff have requested the day off.
- c) staffing for mandated or other training.
- d) to assist in preparation for JCAHO, HCFA, other surveys, or short-term acuity/clinical needs. ETAs can not be used in place of overtime to work a 1:1 assignment until after the third day.
- e) to avoid the use of mandatory overtime
- f) to staff operational emergencies. The local Union Chapter President/designee would be notified of such operational emergency.
- g) Each hospital site may schedule up to fifteen (15) ETAs per day as additional staff in the Therapeutic Program Worker (TPW) and ~~Psychiatric Attendant (PAT)~~ classifications. The Employer agrees that the total number of ETAs working in the TPW/~~PAT~~<sup>2</sup> classification on any given day will not exceed the number of permanent employees on approved leave by more than fifteen (15).
- h) ETAs working a forty (40) hour schedule shall be mandated prior to permanent staff. The decision of which ETA is mandated shall not be grievable.

\*Data pertaining to the use of ETAs and the number of bargaining unit positions will be made available to the Union upon written request. These requests will be honored within three (3) working days.

#### 3. Classifications:

The Correction Officer (CO), Licensed Practical Nurse (LPN), ~~Psychiatric Attendant (PAT)~~,<sup>3</sup> and Therapeutic Program Worker (TPW) classifications are eligible to be placed in this appointment type.

#### 4. Rights:

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

- a) Effective the pay periods including July 1, 2019, any newly hired temporary CO, LPN, ~~PAT~~<sup>4</sup>, or TPW position within OHMHAS shall be an ETA.

Employees in ETA appointment type would not be entitled to step increases until he or she has actually worked two thousand and eighty (2,080) hours. These hours do not need to be consecutive. These hours will not include paid or unpaid leave. These hours will only include regular hours worked and/or overtime hours worked. The employee may continue to advance steps for every two thousand and eighty (2,080) hours actually worked. Any employee converted from an intermittent position to an ETA position in the pay period including July 1, 2019 shall have their hours worked July 1, 2018 credited towards their initial two thousand and eighty (2,080) hours worked for the purpose of the step increase.

<sup>1</sup> Establishes designee in the event chapter president is absent.

<sup>2</sup> Housekeeping. Classification is no longer used.

<sup>3</sup> Housekeeping. Classification no longer used.

<sup>4</sup> Housekeeping. Classification no longer used.

- b) Employees in this appointment type may bid on any posted vacancy pursuant to Article 17.04 #4.
- c) An employee holding this appointment type who becomes a permanent employee in the same classification, will be credited with their time served, but no more than one-half (1/2) of the length of the probationary period for that classification.
- d) Employees in this appointment type will not accrue seniority credits; however, time worked in this appointment type shall be counted as bargaining unit seniority in accordance with Article 16 if the employee becomes a permanent employee.
- e) An employee in this appointment type would be a member of the bargaining unit for the period of the appointment only.
- f) In the event of a layoff or in order to avoid a layoff, appointments of this type may be terminated prior to the end of the appointment period. Additionally, employees in these appointments will be terminated before any full or part-time permanent employee in the same classification is laid off. Employees in this appointment type will not have recall rights per Article 18.
- g) Employees in this appointment type have restricted rights under Article 13. Specifically, they do not have a right to a fixed schedule, established number of minimum or maximum hours of work, or guaranteed number of weekend days off. However, when possible and if known, the Department will attempt to identify the days that an ETA will work based on the known requested scheduled days off of other employees. These employees do not have a right to any shift, work location, days off or week end selection. Additionally, they do not have the protections regarding reassignments and will be reassigned according to operational need. They do not have the right to grieve if not offered overtime and are not eligible for call-back, report-back pay, report pay, stand-by pay, or Emergency Leave.
- h) Employees in this appointment type do not have the right to any pay supplements including but not limited to shift differential or hazard duty.
- i) Employees in this appointment type will not receive holiday pay or premium pay for work on a holiday unless they have been assigned a full-time schedule and/or work at least thirty-two (32) hours (excluding the actual holiday) during the week that includes a holiday, and must work the scheduled day before and the scheduled day following the holiday.
- j) Employees in this appointment type are not eligible to receive any paid leave provided in Article 30; except that if the employee is scheduled to work forty (40) hours they may receive bereavement leave for the death of spouse, parent or child.
- k) Employees in this appointment type are not eligible to access OCSEA UET funds pursuant to Article 37, unless or until they have worked 960 hours in the appointment period.
- l) ETAs shall receive eight (8) hours paid leave in the first earnings statement which the employee receives after the first day of January, April, July and October of each year. Employees hired after the start of a calendar quarter shall be credited with a prorated amount on the basis of .0192 hours per hour of non-overtime paid. For each instance of personal leave use, personal leave shall be charged in an initial minimum unit of two (2) hours; personal leave used after the initial two (2) hour minimum unit per instance shall be charged in units of one tenth (1/10) of an hour. This leave shall not be subject to the terms and conditions stated in Article 27 except as otherwise clearly stated above. Management therefore will not be required to grant usage of this leave even if the request is made with forty-eight (48) hours of notice. Employees shall provide prior notice and receive approval for the leave usage, including call off due to illness, as specified in agency policy in order to be paid for this leave. This leave cannot be used by an ETA on any of the holidays listed in Article 26.01. Denial of the usage of this leave cannot be grieved. This leave may roll over for usage from quarter to quarter, but must be used by the end of the calendar year in which it was credited. If the leave is not used by the end of the calendar year, any remaining leave balance will be reduced to zero. This leave has no cash value and is not subject to year end conversion pursuant to Article 27 or any other leave Articles. Employees in this appointment type are not eligible to receive any other paid leave provided in the Collective Bargaining Agreement, except as already outlined in the OMHAS Agency-Specific, Appendix Q, Sections II. A. 4. i.) and Section II. A. 4. j.) These amendments regarding leave for ETAs shall be effective the pay period including July 1, 2019.

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

#### **B. Work Area Openings**

Work Area Openings in the Department of Mental Health and Addiction Services will be posted for seven (7) calendar days.

#### **C. Work Area Overages/Permanent Reassignments in the Department of Mental Health and Addiction Services**

Work area overage/permanent reassignment from an employee's defined work area may be made for good management business reasons. These reasons include:

- a) staffing overages on a particular shift;
- b) for the clinical benefit of a client or patient.

Prior to any reassignment, Management will meet with the Union Chapter President to discuss the reason(s) for the reassignment.

#### **D. Team-Scheduling**

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

**E. Pre-Posted Overtime**

The pre-posted overtime program ~~at all hospitals, being implemented at the time of this Agreement~~ will continue as long as **Mental Health and Addiction Services and OCSEA** ~~both parties~~<sup>5</sup> agree to participate in the program. Any disputes over the implementation of the pre-posted overtime program that cannot be resolved at the local level will be referred to the Statewide Labor Management Committee for resolution. For any reason, if the parties cannot mutually agree, the moving party will give the chair of the Statewide Labor Management Committee a sixty (60) day written notice if its intent to discontinue the program at the local level. During this sixty (60) day period the parties will meet and attempt to resolve the issues.

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<sup>5</sup> Housekeeping.

**F. Mandatory Overtime:**

Where circumstances permit, no employee shall be mandated more than one (1) time in a seven (7) day period.

**G. Holiday Canvass:**

Prior to posting the schedule for a period that includes a holiday(s), the employees will be canvassed to determine who wants to observe or work on the holiday(s). If a sufficient number of employees do not volunteer to observe or work the holiday(s), employees will be scheduled to work or observe the holiday on the basis of seniority. ETAs shall be used to accommodate employees' requests to observe the holiday, when scheduling permits. By mutual agreement, the parties may develop alternative holiday procedures at the local level. The parties agree that this process may be affected by the implementation of self-scheduling.

**H. Vacation Canvass (Pic-A-Vac):**

Each facility will implement a vacation canvass in accordance with the Collective Bargaining Agreement and take into consideration the parties' efforts to improve recruitment and retention. The vacation canvass process will include the following:

1. At the local level, upon agreement of the parties, the union may elect to conduct the vacation canvass.
2. Employees shall be notified of the date and time when they are to make their selection.
3. All employees will have an opportunity to view or will be informed as to what dates are open on the calendar.
4. The numbers of employees allowed off at any one time should take into consideration the parties' efforts to improve recruitment and retention.
5. The parties may agree that there are prime months for the vacation canvass.
6. Disputes over the vacation canvass are an appropriate topic for the statewide labor-management committee.

**I. TPW Educational Supplement**

The parties mutually agree to the creation of an educational supplement for eligible OhioMHAS employees classified as Therapeutic Program Workers (TPW). The amount of the supplement will be at the sole discretion of the OhioMHAS up to a maximum of four percent (4%) of the hourly rate of the first step in the pay range (Appendix L - Pay Ranges). All employees completing the training will receive an equal supplement. The employee must have completed an initial probationary period as a TPW. The employee (TPW) must have completed all prescribed course work as identified by the Statewide OhioMHAS/OCSEA Workforce Development Steering Committee - TPW Curriculum Program. The supplement will be awarded to new, eligible employees no more than semi-annually in the pay periods that include January 1<sup>st</sup> and July 1<sup>st</sup>. The OhioMHAS reserves the right to annually review the status, effectiveness of the program, and economic ability of the Department to continue the supplemental payment.

**J. Institutional Seniority**

As of July 1, 2015, all new hire employees will use state seniority for bidding under Appendix N work area agreements.

**K. Absence Management Initiative Committee**

The parties agree to form a joint committee to explore an Absence Management Initiative, which will include the discussion of granting additional weekends off.

**L. OSI Positions**

For Information Technology positions designated by the Employer as supporting the Epic Clinical Systems, failure to pass Epic's pre-employment assessment will be grounds for non-selection.

Non-selection for Epic designated positions shall not be grievable.<sup>6</sup>

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<sup>6</sup> Gives current employees the change to advance. Management covers cost.

## DEPARTMENT OF NATURAL RESOURCES<sup>1</sup>

## OPPORTUNITIES FOR OHIOANS WITH DISABILITIES

### Pre-Development Unit

The purpose of the Pre-Development Unit in the Opportunities for Ohioans with Disabilities (OOD)/ Division of Disability Determination (DDD) is to accomplish the following: Focus on providing service to our customers; increase DDD case production and reduce processing time of cases. The employees participating shall be classified as a Disability Claims Development Analyst (DCDA). It is a goal that the DCDA's be composed of promoted support staff and demoted DCAs.

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<sup>1</sup> No change other than updates to payroll table, which will be decided through the Fact Finding process.



~~Minimum qualifications for the Pre-Development Unit include current full-time, non-probationary staff who are classified as DCA or Senior DCA. Qualified staff will possess an Associates degree (or higher) in one of the following majors: Sociology, Psychology, Social Work, Special Education, Nursing, Communications, Business, or other Human Services/Medical-related field.<sup>1</sup> Although the DCDA is in the DCA classification series, time spent as a DCDA shall not be used to indicate an employee meets minimum qualifications for a DCA position. Time spent as a DCDA shall not count as time served for promotions in the DCA classification series.~~

The Parties agree that Article 17 shall be modified for composition requirements of the Pre- Development Unit. The Parties agree that selections shall be in accordance with the OOD Selection Procedures. It is within Management's right to determine the size of the Pre- Development Unit.

- A. Positions may be posted as a "Promotion only" notice. Demotions and lateral transfers shall be considered only if noted. OR
- B. Positions may be posted as a "Demotion only" of Disability Claims Adjudicators. Promotions and lateral transfers shall be considered only if noted. OR
- C. Positions may be posted in accordance with Article 17.

All staff who are selected as DCDA shall remain in the DCDA classification for the probationary period and cannot opt out until after the probationary period in accordance with Article 6.

The Parties agree that existing DCDA staff shall transition through training toward providing increased customer service, which shall include regular telephone interactions with the public, as well as medical professionals.

#### **Relocation and Retention**

This Agreement regarding relocation and retention made December 23, 2008, by and between the Opportunities for Ohioans with Disabilities (OOD), and the Ohio Civil Service Employees Association, Local 11, Chapter 2538, AFSCME (OCSEA), Parties hereto.

The purpose of this Agreement is to provide a mechanism for Bargaining Unit staff to relocate and gives OOD the ability to retain staff. This Agreement is a cooperative commitment between OCSEA and OOD that demonstrates the value of and allows bargaining unit employees within OOD to relocate across county lines or within the same county where there are multiple office locations. This can be accomplished by requesting a transfer or demotion when there is no posted vacancy. This Agreement does allow Management to honor an employee's request prior to the posting of a vacancy announcement.

1. The Parties agree that lateral transfer is defined in Article 17.02 (F) as an employee-requested movement to a posted vacancy within the same Agency which is in the same pay range as the classification the employee currently holds.
2. The Parties agree that demotion is defined in Article 17.02 (G) as the movement of an employee to a position in a classification with a lower pay range. A lower pay range is defined as a pay range in which the first or last step has a lower rate of pay than the first or last step of the pay range to which the employee is currently assigned.
3. It is understood that OOD Management has the discretion to accept or deny the request for transfer or demotion. OOD is willing to consider an employee's request for transfer or demotion in the same or lesser pay range and in the same or lesser classification from one physical office location to another physical office location without a vacancy being posted. This provision does not preclude OOD from moving employees in accordance with Article 17. All things being equal, seniority would be the final determinant.
4. If Management determines to fill a vacancy by posting, Article 17 will be followed. The Parties hereby recognize that if a vacancy is posted in accordance with the OCSEA contract, this Agreement is not applicable.
5. The granting and/or denial of a request for transfer or demotion in accordance with this Agreement can be grieved by the non-selected senior employee to determine if all factors were reasonably considered and to ensure there was no bias or discrimination in the selection. If a voluntary transfer or demotion occurs and there are two (2) or more employees wanting the same location then the non-selected employee(s) will receive a letter(s) informing them of Management's decision. The denial notification letter(s) will outline the factors considered by Management. If two (2) or more employees wanting the same location submit their requests on the same day, seniority will be the determining factor of selection. If a person is transferred or demoted in accordance with this Agreement, OCSEA agrees on behalf of itself and individual members not to file or process any grievance or administrative appeal or legal action on OOD's decision to not post a vacancy in accordance with the contract.
6. The employee's request must be submitted in writing (e.g., fax, e-mail) and submitted to the Manager of Talent Planning and Acquisitions. A denial does not rule out future consideration. OOD/HR will keep the request on file for the life of the current contract from the date received by Human Resources. The employee will need to indicate the office location(s) and/or county(ies) he/she would prefer. Employees will be notified in writing explaining the acceptance or denial of the request. Copies of the request will be sent to the OOD Assembly President and the President of Chapter 2538. Copies of the acceptance and/or denial letter will also be sent to the OOD Assembly President and the President of Chapter 2538. Employees will be able to withdraw their request if they decide not to transfer or demote.
7. The granting of the above noted request does not entitle the employee to moving expenses.
8. The employee may receive no more than one (1) transfer or demotion, as defined in item number 4, within 365 Day period, unless approved by Management.
9. If the employee is transferred or demoted in accordance with this Agreement, he/she will not be subject to a probationary period. Employees currently on probation will not be subject to the provision of this Agreement.

#### **DCA Progression**

1. In mutual agreement between OOD and OCSEA, DCA employees will progress to the Senior DCA position upon successful completion of the Senior DCA promotion assessment. DCA employees may choose to remain a DCA employee and opt out of the progression.
2. DCA employees become eligible to take the Senior DCA promotion assessment after they have obtained three (3) years of service as a DCA by the date of the promotion assessment (or three (3) years of service in an

<sup>1</sup> Removes degree requirement for Pre-Development Unit for DCA or Senior DCA classifications.

equivalent Determination Services position with another state, or a combination of the above equal to three (3) years).

- ~~3. Eligibility is also contingent on the DCA employee having no active discipline for performance at a "written" level or higher.<sup>2</sup>~~
4. Additionally, eligibility is also contingent on the DCA employee having no more than one (1) "DOES NOT MEET" on their last annual evaluation. Employees with more than one (1) "DOES NOT MEET" on the most recent annual evaluation may request a review of the areas of deficiency at the mid-point of the evaluation period. If at that time, the areas of deficiency have improved to a satisfactory level, then the employee may take the Senior DCA promotion assessment when it is offered.
5. The promotion assessment will be given at least once in a calendar year.
6. DCA that have obtained three (3) years of service as a DCA may attend specific Agency training prior to taking the assessment. The training session will be offered at least once in a calendar year.
7. Senior DCA will serve a 180 Day probationary period. Employees who do not pass the probationary period (or who elect to demote back to the DCA position) may not re-apply for advancement to the Senior DCA position for 365 Days after returning to the DCA but the said employees shall not be required to retake the Senior DCA assessment unless a new test instrument has been constructed.
8. Part-time DCA employees advancing to the Senior DCA Position will serve an equivalent probationary period based on the number the hours worked.

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<sup>2</sup> Allows DCA employees with active discipline at a written level or higher to be considered for promotion.

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

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<sup>1</sup> No change.

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

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<sup>1</sup> No change.

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

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<sup>1</sup> In FACT FINDING - See Fact Finder's Report.

## OHIO DEPARTMENT OF TRANSPORTATION

### A. 13.06 - Report-In Location

The report-in location(s) for the purpose of establishing start time for ODOT field employees shall be the particular project to which they are assigned or **a secured full-service county maintenance facility in the employee's county of residence. Employees residing outside of the district shall have the particular project to which they are assigned or a secured full-service county maintenance facility (within the assigned district) in the county closest to their assigned project. Employees who bid on a vacancy in a specific county shall have the particular project to which they are assigned or a secured full-service county maintenance facility within that county as their report-in location. Exceptions may be made for specific project assignments with prior approval by the District Deputy Director or designee**<sup>1</sup> thirty (30) miles from the employee's residence, whichever is less, year-round. Field employees who reside outside of the district to which they are assigned shall start the above mileage figures at the district line.

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<sup>1</sup> Allows ODOT Employee to now travel on paid time whereas previously the employee travel was on unpaid time for 30 miles.

Field employees for purposes of this Section will include ~~Project Inspectors,<sup>2</sup> Highway Technician 2s,<sup>3</sup> 3s, and 4s, and 5s<sup>4</sup>~~ and other construction personnel assigned to construction projects who do not have the district office as a normal report-in location.

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<sup>2</sup> Housekeeping. Project Inspector classification eliminated.

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

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<sup>3</sup> Adds all employees who would be eligible for construction experience.

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

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<sup>4</sup> Adds all employees who would be eligible for construction experience.

### B. 13.07 - Overtime

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

**Employees shall not work in excess of sixteen (16) consecutive hours unless prior approval is obtained from the appropriate Deputy Director or designated administrator.**<sup>5</sup>

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<sup>5</sup> Moves language up within this section.

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

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

Employees shall be placed on the appropriate overtime roster by classification for that facility, work unit, or project. All Highway Maintenance Workers, Highway Technicians, ~~Project Inspectors,<sup>6</sup>~~ Bridgeworkers and Routemarkers with CDLs will be automatically placed on the appropriate overtime roster for snow and ice control. Overtime opportunity hours shall be carried from project to project and assignment to assignment. Overtime opportunities charged while on temporary working assignment will be carried back to the employee's regular roster. Overtime worked as an auxiliary snow and ice driver will not be carried back to the employee's regular roster.

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<sup>6</sup> Housekeeping. Project Inspector classification eliminated.

**In October of each year, Management shall canvass employees who do not normally perform snow and ice removal duties to volunteer for overtime opportunities to do this work when regular overtime rosters are exhausted. Those non-Highway Technicians whose normal duties require the performance of snow and ice removal at an ODOT Headquarters or Central Office will be permitted to volunteer for an auxiliary ("c") list.**

However, these employees may be required to obtain supervisory approval prior to accepting auxiliary snow and ice overtime work. Supervisors will not unreasonably deny such requests, and such denials may be appealed up through Step Two of the grievance procedure. These employees shall be placed on auxiliary ("c") rosters in outines to where they volunteer.

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

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

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

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

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

This process in no way abrogates the Agency's right to formulate and implement such a plan in the absence of a joint resolution. Twelve (12) hour shift agreements supersede any conflicting contractual language regarding overtime callouts for snow and ice operations.

Snow and ice overtime call out procedure is an appropriate subject for District Labor/Management Committees. If the parties are unable to resolve this issue at the District level, the issue may be submitted to the Statewide Labor/Management Committee for resolution.<sup>7</sup>

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

- a. All HTs, RM, BW, & HMW & PIs (with CDLs)<sup>8</sup> whose daily work assignment is at a county facility as they have grievance rights under Article 25;
- b. All HTs and PIs who are assigned to a construction project and all non-county BW/RM/HMWs/HTs. They are called out by overtime balance rotation, as they have grievance rights under Article 25.
- c. All other full time permanent bargaining unit employees assigned to the county, followed by all other bargaining unit employees in the district. Management is not required to equalize overtime for snow and ice removal. These employees do not have grievance rights under Article 25 however, if a county employee in this subsection believes he/she was improperly bypassed two (2) consecutive times, the employee may file a complaint with supporting documentation to the District Labor Relations Officer. If their complaint is substantiated, the employee shall be placed at the top of their list under this subsection c.

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

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

- a. HT2, HT3, HT4 & HT5s on the specific project<sup>9</sup> PIs;
- b. HT2, HT3, HT4, & HT5s on a project within the same county;<sup>10</sup>
- ~~c. Temporary Work Assignments.~~

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

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

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

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

<sup>7</sup> Moves language up within this section.

<sup>8</sup> Housekeeping. Removes eliminated classification.

<sup>9</sup> Adds HT5 as new classification.

<sup>10</sup> Clarifies construction overtime distribution.

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

**The parties agree to pilot the zeroing out of current overtime rosters at the end of the pay period which includes April 1 each calendar year of this contract. The parties will meet by December 2026 to discuss if this process will continue in future contract years. If no agreement is reached, the previous rollback process will be followed in future years.**<sup>11</sup>

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

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

Any "no contact" with an employee shall be charged as overtime refused on the overtime roster. Contact with ~~voicemail~~,<sup>12</sup> ~~an answering machine~~ or person other than the employee, without reply from the employee while the need still exists, shall be considered as overtime refusal.

For equitable distribution purposes only, an employee on ~~paid leave, paid or unpaid,~~<sup>13</sup> ~~(e.g., vacation, compensatory, personal, Workers' Compensation, disability benefits, etc.)~~ shall be considered as refusing all overtime opportunities until their next scheduled shift unless ~~they have~~<sup>14</sup> ~~he/she has~~ informed the supervisor as to ~~their~~<sup>15</sup> ~~his/her~~ availability ~~at the time of the leave request,~~<sup>16</sup> ~~prior to the departure for the leave.~~ This type of refusal shall not be included as refusals subject to discipline in the preceding paragraph as long as the amount of leave is a minimum of eight (8) hours.

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

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

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

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

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

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

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

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

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

### **C. Special Assignments**<sup>17</sup>

**In situations where there is a need for employees to work overtime in ODOT districts other than their own or out of state, Management has the right to determine the number and type of classifications to be released. Selection shall be made on a voluntary basis by seniority and qualifications. If not enough employees volunteer, then inverse seniority will be used to determine which employees will be assigned.**

<sup>11</sup> Adds a pilot project, before possible inclusion into the contract, to help alleviate overtime rollback concerns. The union agrees to a pilot to make sure the process works for membership before making a permanent change to the language.

<sup>12</sup> Updates technology language.

<sup>13</sup> Clarifies that this includes any leave.

<sup>14</sup> Housekeeping.

<sup>15</sup> Housekeeping.

<sup>16</sup> Simplifies the request for leave and the question of availability for overtime.

<sup>17</sup> Adds previous MOU to contract language. All future outlining adjusted accordingly (D-Z).



**Overtime hours earned while on such special assignments will not be carried back to the employee's regular overtime roster. Employees who are on such special assignments will be charged for any overtime opportunities missed on their regular roster. Travel time from the hotel to the job assignment is not compensable time in accordance with Article 13.06 unless otherwise provided by the contract or by law.<sup>18</sup>**

<sup>18</sup> Language added from the MOU reference in endnote 20.

#### **D€. 13.08 - Call-Back Pay**

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

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

#### **EĐ. Temporary Working Assignments**

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

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

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

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

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

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

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

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

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

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

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

#### **EĖ. Step Two Grievance Meetings**

Step Two grievance meetings will normally be held at the work site of the grievant **or held virtually if the parties agree.**<sup>19</sup> If the meeting is held at the district headquarters, the district steward will be permitted to participate in the meeting.

<sup>19</sup> Adds language to accommodate technology advancement.

#### **GĖ. Tool Allowance**

Auto Mechanics, Automotive Technicians and Auto Body Repair Workers shall receive an annual tool allowance of ~~\$950~~<sup>20</sup> \$500 payable no later than the second pay period of April ~~each year of the contract~~<sup>21</sup> 2018. ~~Upon ratification, the Auto Mechanics, Automotive Technicians and Auto Body Repair Workers shall receive an additional \$150. In the second pay period of April 2019 the Auto Mechanics, Automotive Technicians and Auto Body Repair Workers shall receive \$800. In the second pay period of April 2020 the Auto Mechanics, Automotive Technicians and Auto Body Repair Workers shall receive \$950 and in each year of the contract thereafter.~~

<sup>20</sup> Increases tool allowance amount.

<sup>21</sup> Housekeeping.

#### **HĖ. Uniform Allowance**

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

#### **IĖ. 17.08 - Permanent Relocation**

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

## **JH. Reserve as Placeholder for Future Language**

### **KJ. Office of Aviation**

#### **1. Flight Crew Duty Day**

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

#### **2. Daily Work Hours**

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

#### **3. Professional Supplements**

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

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

#### **4. Aircraft Maintenance Technician Tools**

The classification listed above shall receive an annual tool allowance of up to **\$950 each year of the contract**<sup>22</sup> ~~\$650~~ for personal tools used for the performance of work on State aircraft; ~~provided however, the amount will increase to \$800 in the second year of the contract and will increase to \$950 in the third year of the contract.~~ The allowance is payable semi-annually **with \$475 being paid no later than the second pay period in April and \$475 being paid no later than the second pay period in October each year of the contract;**<sup>23</sup> upon submission of receipts for tools purchased each contract year. **Aviation uniform reimbursement will be paid in accordance with Article 33.01.**<sup>24</sup>

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<sup>22</sup> Increases tool allowance amount.

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<sup>23</sup> Housekeeping.

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<sup>24</sup> Housekeeping.

#### **5. Operation of Aircraft by Chief Pilot**

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

### **LK. Highway Technicians-Transfers**<sup>25</sup>

#### **1. Filling**<sup>26</sup> ~~Posting~~ HT 1, 2, 3, **4 positions**<sup>27</sup> HTES within a District

**A statewide ODOT HT Transfer portal shall be created. All HT 1, 2, 3, 4 within the agency shall elect their preferred county/district work locations in the transfer portal within thirty (30) days of implementation and keep their requests current in the system. The Agency is not responsible for ensuring that employee transfer requests are maintained and updated.**

When the Agency has determined the need to fill a vacancy for any Highway Technician 1, **the HT Transfer portal will be utilized. The District/Central Office HR offices will run/review the transfer list from the HT Transfer Portal for the specific location. All requests to transfer will be considered later!** transfers (see Section 3 below) and in the following order:

**1. Most senior HT1, 2, 3, 4, within the respective district who are not in their probationary period.**

**2. Most senior HT 1, 2, 3, 4 within ODOT who are not in their probationary period.**

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

**The most senior employee who has requested to transfer will be contracted by the HR office to ensure the transfer request is still valid. If the transfer request is still valid, the senior employee will be transferred to the position and an effective date will be determined. Once the transfer is approved, it may not be revoked. An employee on approved leave may be contacted if they are the most senior transfer request; however, they must be available to work at the time of the recommended effective date, to avoid moving on to the next eligible transfer request. Highway Technician within the district will be notified of their selection and start date within three (3) working days of the close of the posting.**

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<sup>25</sup> Adds language for new HT transfer portal.

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<sup>26</sup> Clarifies the new HT transfer portal will be utilized to fill positions and those position will not be posted until or unless not filled internally.

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<sup>27</sup> Clarifies that HT4 positions will be progressive not posted.

At the Agency's discretion, this process will repeat from location to location until there are no internal Highway Technicians 1, 2, 3M, 3CAM or 4 HTES employees on a specific location's transfer list, who bid internally. Employees who bid internally and who are not selected may grieve the non-selection and the grievance may be heard at non-traditional arbitration for resolution. Any employee with an active suspension at the time of the posting shall have no rights to grieve non-selection. After all internal lateral transfers postings under this process have been filled, an HT 1 may be posted pursuant to Article 17, however, HTs within ODOT<sup>28</sup> the district cannot bid on that vacancy posting.

2. Highway Technicians Cross-District Lateral Transfers

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

3. Movement of Highway Technicians

All employees in the Highway Technician 1, Highway Technician 2, and Highway Technician 3, and Highway Technician 4<sup>29</sup> classifications who are qualified for a posted Highway Technician 1 vacancy, regardless of their current level in the series, will be considered as lateral transfers with the most senior bidder awarded the position. If the Highway Technician 1 position is awarded to a Highway Technician 2,<sup>30</sup> or Highway Technician 3, or Highway Technician 4,<sup>31</sup> there will be no change in pay or classification to the successful bidder.

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

~~4. Highway Technician Equipment Specialist (HTES)<sup>32</sup>~~

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

**ME. Safety on Construction Projects**

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

**NM. Probationary Period**

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

New hires into the Highway Technician 1 classification, who progress through the Highway Technician series, will continue to serve the original specified length of probation, regardless of movement within the series. Upon completion of the initial one (1) year probationary period, employees who automatically progress from a Highway Technician 1 to Highway Technician 2, and employees who automatically progress from a Highway Technician 2 to a Highway Technician 3, and employees who automatically progress from a Highway Technician 3 to a Highway Technician 4<sup>33</sup> will not serve a promotional probationary period.

**ON. Education Seminars and Training**

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

**PO. Stand-By**

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

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

**QP. Reserve as Placeholder for Future Language**

**RQ. Suspension/Disqualification of Operator's or CDL Licenses**

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

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

These employees who are not legally permitted to drive at work for more than thirty (30) calendar days up to one hundred twenty (120) calendar days will be, at Management's discretion, placed on leave without pay or demoted to the first step of a classification for which they are qualified if such a position is deemed available. Employees will automatically receive a five (5) day working (paper) suspension, and shall be required to enter into a three (3) year Last Chance Agreement for same or similar violations, without recourse to grieve. If these employees regain their ability to legally drive at work in accordance with their original position description within the one hundred twenty (120) day period, they will be returned to their original classification and step at an available location within their district.

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

<sup>28</sup> Clarifies the new HT transfer portal hiring process.

<sup>29</sup> Automatic progression includes HT4.

<sup>30</sup> Housekeeping.

<sup>31</sup> Housekeeping.

<sup>32</sup> Housekeeping. Classification deleted.

<sup>33</sup> Clarifies that HT4 positions are now progressive not posted.

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

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

#### **SR. Automotive Mechanic and Technician Committee**

ODOT & OCSEA shall ~~continue~~<sup>34</sup> ~~establish a committee~~ to explore training issues for the Auto Mechanics and Auto Technicians. The purpose of the committee will be to identify areas affecting Mechanics/ Technicians (e.g., computer hardware, software, training, etc.), prioritize items, explore possible funding methods and implement solutions. The committee's goal is to explore opportunities to improve efficiency while being cost effective, and ultimately utilizing cost savings to provide needed training.

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

#### **TS. Asbestos Abatement**

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

#### **U. Reserve for Placeholder for Future Language**<sup>35</sup> ~~T. HT External Certifications~~

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

#### **VE. Reclassifications**

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

#### **WV. Respirator Medical Evaluation Procedure**

Employees allocated to HT4 ~~and HT5~~ (except test lab track) in accordance with HT MOU will be required to complete an online respirator medical questionnaire within six (6) months of being reclassified to HT4 ~~or HT5~~.

The selected applicant for newly posted and filled HT 4 ~~or HT5~~ positions must obtain medical clearance for respirator usage prior to being awarded the HT 4 ~~or HT5~~ position. HT ~~54~~ postings will contain a statement requiring successful applicants to obtain medical clearance for respirator usage.

HT4s ~~and HT5s~~ (except test lab track) will be required to complete the online medical questionnaire at least every other year unless an employee has had a change in their medical condition. There may be other reasons employees will be tested more frequently, such as: if changes occur in the workplace conditions resulting in the profile being updated, observations made during fit testing indicating problems with breathing, etc. Employees with a change in their medical condition must notify Management immediately and may be required to complete an online medical questionnaire earlier than expected.

HT4s ~~and HT5s~~ who are unable to obtain medical clearance for respirator usage will be notified immediately, along with the district safety consultant and central office safety.

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

Employee will:

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

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

HT4s ~~and HT5s~~<sup>36</sup> assigned bridge painting inspection duties will be required to pass a fit test administered by the district safety office and a blood test for lead and zinc protoporphyrin prior to the start of the assignment, middle of the assignment and the end of the assignment.

#### **XW. ODOT MOUs**<sup>37</sup>

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

Guidelines for Discipline of Consistent Overtime Refusal

District Wide Positions

Transportation Civil Engineer

Special Assignments

EDIs and License Requirements

Parallel Series Agreement

Highway Technician MOU (Signed March 11, 2015)

Boot Program

~~Test Lab Agreement~~

<sup>34</sup> Housekeeping.

<sup>35</sup> Reflects elimination of HT External Certifications as per the new HT MOU.

<sup>36</sup> Adds the new HT5 position.

<sup>37</sup> Housekeeping.



## ~~YX.~~ Supersession

This Agency supplemental agreement supersedes any conflicting contractual language.

## ~~ZY.~~ Non-permanent Highway Technicians or Highway Maintenance Workers

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

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

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

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

## DEPARTMENT OF VETERANS SERVICES

### Scheduling

The parties agree to the continuation of the joint Labor/Management Committee to examine and discuss alternative scheduling in an effort to help with recruitment and retention<sup>1</sup> of Licensed Practical Nurses and Therapeutic Program Workers<sup>2</sup> Hospital Aides.

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

### Uniform Allowance

A uniform allowance of \$140 per year will be granted to part-time and full-time, permanent employees in the following classifications: LPN, Therapeutic Program Workers<sup>3</sup> Hospital Aide, Food Service Worker, Food Service Coordinator, and Cook 1. Payment will be made annually in September to all non-probationary employees in the above classifications and upon completion of any initial probationary period

### Health and Safety

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

### Overtime

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

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

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

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

### Medical Appointments

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

### Work Area Postings

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

- 1) All day shift (0700-1530) vacancies for the classification of Therapeutic Program Workers<sup>4</sup> Nurse Aide and LPN that result following the third stage of Pick-A-Post will be canvassed by seniority among those employees in the identified classification who are on 2nd (1500-2330) and 3rd (2300-0730) shift. Upon selection by a 2nd or 3rd shift employee, the shift, work area and schedule of the successful candidate will be posted as a vacancy.
- 2) All fulltime vacancies, regardless of shift, that result following the third stage of Pick-A-Post will be canvassed by seniority among all part-time permanent employees. Upon selection by a part-time permanent employee, the shift, work area and schedule of the successful part-time employee will be posted as a vacancy.

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<sup>1</sup> Emphasizes that both parties believe alternative schedule options for Nurses and Therapeutic Program Workers may help with recruitment and retention of employees within those classifications.

<sup>2</sup> Housekeeping. Captures classification title now being used for employees formerly classified as Nurse Aide.

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<sup>3</sup> Housekeeping. Captures classification title now being used for employees formerly classified as Nurse Aide.

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<sup>4</sup> Housekeeping. Captures classification title now being used for employees formerly classified as Nurse Aide.

# OHIO BUREAU OF WORKERS' COMPENSATION

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

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

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

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

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

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

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

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

## B. Career Ladder and Workers' Compensation Certification Program

The Bureau of Workers' Compensation (hereinafter the Bureau), and OCSEA (hereinafter the Union) agree to evaluate potential career ladders within the Bureau. The Personnel Department will conduct thorough job analyses to determine relevant experience, education and/or training required upon entry to each affected higher level classification (i.e., the classification into which an employee would progress). Job analyses will also be conducted on the lower level classifications (i.e., the classification from which an employee is progressing) to determine the extent to which the required qualifications of the affected higher level classification are developed in the lower level classification. The Article 36.05 Committee shall be utilized to review the job analysis findings and make any necessary amendments to the minimum qualifications. The purpose of the committee will be to evaluate agreed upon classifications within the Bureau and to establish career ladder opportunities for Bureau employees in OCSEA. Both parties acknowledge that career ladder reviews will not affect current Pay Range assignments.

Employees may volunteer to participate in the Ohio Workers' Compensation Certification Program. Completion of the various levels of the program will result in the employee being considered minimally qualified for the identified classifications; however, selection for these classifications will be made pursuant to Article 17.

In accordance with the existing enrollment guidelines, requests to participate in the Certification Program will be granted on a first come/first served basis depending on available slots and operational need. When simultaneous requests are made, seniority shall be the determining factor, absent extenuating circumstances (i.e., work backlog, active discipline, meeting program requirements). Denials may be appealed to the Service Office Manager.

Additionally, the parties may discuss cross training initiatives at the statewide Labor/Management Committee. Cross training may include, but is not limited to, employer provided training, seminars, and on-the-job training opportunities. Implementation of such cross training initiatives shall not constitute a violation of Articles 17 or 19.

## C. Grievance Hearings or Other Meetings

Pursuant to the provisions of Article 25.01 (F), grievance meetings and pre-disciplinary meetings will be conducted via teleconference, videoconference or polycom, unless mutually agreed to otherwise. Grievance hearings involving employee termination will not be conducted in this manner unless there is mutual agreement. Utilizing videoconferencing technology for union representation may be considered with mutual agreement on a case-by-case basis.

## ~~D. BWC Employees Headquartered in Fairfield & Franklin County~~

~~All BWC employees headquartered in Fairfield and Franklin County are considered headquartered in Franklin County for purposes of Articles 17 and 18.<sup>1</sup>~~

<sup>1</sup> Housekeeping. Office is no longer utilized.

## DE. Project Initiatives

The parties agree to continue their efforts to examine work processes in the pursuit of efficient work systems and a high performance workplace.

Pursuant to Article 5, Management will identify the need to evaluate work processes, establish work teams, develop recommendations and implement work redesign based on the following guidelines:

- Management will notify the Union of the decision to engage in potential work redesign/work groups, and/or mapping process initiatives, etc., prior to implementation<sup>2</sup>;
- Management is committed to the utilization of bargaining unit members as subject matter experts (SME) for work groups and/or pilot programs;
- Union will be given an opportunity to provide SME resources for projects requiring participation by bargaining unit members;
- Both parties agree that the Labor/Management Committee is an appropriate venue to discuss this subject matter.

<sup>2</sup> Housekeeping. Notifies the Union.

## EF. Building Closures

The BWC and OCSEA recognize the need to provide services on a continuing basis even when conditions may warrant the closing or delayed start of a particular office or facility of the Bureau.

Therefore, when the Bureau closes an office or facility, employees who cannot report to their normal report-in locations may be required to report to an alternative site. In such instances travel time and mileage shall be paid in accordance with Articles 13.06 and 32.

Each BWC Office/location has developed procedures for reassigning staff in case of a closure. These procedures should meet the following parameters:

- Alternate report-in locations should be clearly identified for each individual employee;
- Management ~~shall~~ ~~will~~<sup>3</sup> make a good faith effort to assign employees to the travel alternative report-in location which requires the least amount of travel;
- When an alternative report-in location can accommodate a limited number of employees, assignment shall be made by seniority;
- Employees shall not be required to report to an alternative location if there are less than four (4) hours remaining in the shift when an unforeseen emergency occurs;
- If Management does not provide instruction(s) for employees to report to alternative sites, or if there are no alternative sites available, employees will be granted administrative leave with pay.

Further, we mutually agree that this is an appropriate subject for Labor/Management Committees.

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<sup>3</sup> *Housekeeping. Strengthens language.*

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

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<sup>1</sup> *In FACT FINDING - See Fact Finder's Report.*

### **APPENDIX R – VOLUNTARY COST SAVINGS PROGRAM<sup>1</sup>**

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<sup>1</sup> *No change.*

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

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<sup>1</sup> *No change.*

### **APPENDIX T – FURLOUGH<sup>1</sup>**

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<sup>1</sup> *No change.*