

CONTRACT

Between



THE STATE OF OHIO
And



Ohio Health Care Employees Union
District 1199, WV/KY/OH
National Union of Hospital
and Health Care Employees, SEIU
AFL-CIO
1989-1992

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**AGREEMENT
BETWEEN THE STATE OF OHIO AND
OHIO HEALTH CARE EMPLOYEES UNION, 1199**

This Agreement made and entered into this 12th day of June, 1989 and between the State of Ohio, Office of Collective Bargaining, (hereinafter referred to as the Employer) and Ohio Health Care Employees Union, District 1199 WV/KY/OH, National Union of Hospital and Health Care Employees, SEIU, AFL-CIO.

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

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

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

Fringe benefits and other rights granted by the Ohio Revised

Code which were in effect on the effective date of this Agreement and which are not specifically provided for or abridged by this Agreement, will continue in effect under conditions upon which they had previously been granted throughout the life of this Agreement unless altered by mutual consent of the Employer and the Union.

ARTICLE 2 - UNION RECOGNITION

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

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

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

ARTICLE 3 - UNION RIGHTS

3.01 Delegates and Organizers

The right of the Union to appoint a reasonable number of

delegates is recognized. The delegates appointed shall have completed their initial probationary period. Delegates are Union stewards as that term is generally used.

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

Delegates/organizers may receive and discuss complaints and grievances of employees on the premises and time of the agency provided it does not interfere with the necessary operation of the facility. Delegates may use a reasonable amount of time to perform delegate duties.

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

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

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

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

Delegates/organizers of the Union shall be allowed reasonable contact with employees of the bargaining unit during normal

working hours. The organizer shall notify the designated agency representative before conducting union business on the agency's premises and shall adhere to the agency's reasonable policy regarding access.

During the first year of the contract, union delegates will be allowed a maximum of eight (8) hours of time off with pay at his/her straight time rate to participate in delegate training conducted by the Union. The time for the delegate training will be at a time mutually agreeable to the Union and the agency.

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

§3.02 Other Union Deductions

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

§3.03 Credit Union Deductions

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

§3.04 Bulletin Boards

The agency shall provide a suitable space for the use of the Union at each facility for the purpose of posting bulletins, notices and other materials affecting the employees in the bargaining units except for those situations where the agency does not lease or own office space. In institutional agencies, bulletin boards

shall be glass enclosed and lockable. The appropriate Union representative shall have the key. The posting of any Union materials shall be restricted to such bulletin board space. Any material posted will be signed and dated by the appropriate Union representative prior to such posting. The Union agrees not to post any material which is profane, obscene or defamatory to the Employer, its representatives, or any individual, or which constitutes campaign material between competing employee organizations, or partisan campaign literature. The union representative shall remove any materials in violation of this section.

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

§3.05 Meeting Room Space

Space for meetings or conferences with employees may be provided upon request, when available.

ARTICLE 4 - UNION SECURITY

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

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

employees shall be automatic and does not require authorization by the non-member employee.

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

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

The Employer will terminate dues deductions for the following reasons:

A. Bargaining unit employee signs cancellation notification on the form provided by the Union;

B. Bargaining unit employee resigns, is discharged, or severs employment with the Employer for any other reason;

C. Bargaining unit employee is laid off.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken as a result of a request of the Union under the provisions of this article including fair share fees, deductions and remittances.

ARTICLE 5 - MANAGEMENT RIGHTS

Except to the extent modified by this Agreement, the Employer reserves, exclusively, all of the inherent rights and authority to manage and operate its facilities and programs. The exclusive rights and authority of management include specifically, but are

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

ARTICLE 6 - NON-DISCRIMINATION

Neither the Employer nor the Union shall unlawfully discriminate against any employee of the bargaining units on the basis of race, sex, creed, color, religion, age, national origin, political affiliation, union affiliation and activity, handicap or sexual preference, or discriminate in the application or interpretation of the provisions of this Agreement, except those positions which are necessarily exempted by bona fide occupational qualifications due to the uniqueness of the job, and in compliance with the existing laws of the United States, the State of Ohio, or Executive Orders of the State of Ohio.

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

ARTICLE 7 - GRIEVANCE PROCEDURE

§7.01 Purpose

The State of Ohio and the Union recognize that in the interest

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

§7.02 Definitions

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

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

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

§7.03 Specific Provision

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

§7.04 Grievant

A grievance under this procedure may be brought by any bargaining unit member who believes himself/herself to be aggrieved by a specific violation of this Agreement. When a

group of bargaining unit employees desires to file a grievance involving an alleged violation that affects more than one (1) employee in the same way, the grievance may be filed by the Union. A grievance so initiated shall be called a Class Grievance. Class Grievances shall be filed by the Union within ten (10) days of the date on which the grievant(s) knew or reasonably could have known of the event giving rise to the Class Grievance. Class Grievances shall be initiated directly at Step 2 of the grievance procedure if the entire class is under the jurisdiction of the Step 2 management representative, or at Step 3 of the grievance procedure if the class is under the jurisdiction of more than one (1) Step 2 management representative. The Union shall identify the class involved, including the names if necessary, if requested by the agency head or designee.

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

§7.05 Termination of the Issue

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

§7.06 Grievance Steps

The parties intend that every effort shall be made to share all relevant and pertinent records, papers, data and names of witnesses to facilitate the resolution of grievances at the lowest possible level. The following are the implementation steps and procedures for handling a member's grievance:

Preliminary Step

A member having a complaint is encouraged to first attempt to resolve it informally with his/her immediate supervisor at

the time the incident giving rise to the complaint occurs or as soon thereafter as is convenient.

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

Step 1 - Immediate Supervisor or Agency Designee

A member having a grievance shall present it to the immediate supervisor or agency designee within ten (10) days of the date on which the grievant knew or reasonably should have had knowledge of the event.

Grievances submitted beyond the ten (10) day limit will not be honored. The grievance at this step shall be submitted to the immediate supervisor or designee on the grievance form. The immediate supervisor or designee shall indicate the date and time of receipt of the form. Within seven (7) days of the receipt of the form the immediate supervisor or designee shall hold a meeting with the grievant to discuss the grievance. At such meeting, the grievant may bring with him/her the appropriate delegate. The immediate supervisor or designee shall respond to this grievance by writing the answer on the form or attaching it thereto, and by returning a copy to the grievant and delegate within seven (7) days of the meeting. The answer shall be consistent with the terms of this Agreement. Once the grievance has been submitted at Step 1 of the grievance procedure, the grievance form may not be altered except by mutual written agreement of the parties. Meetings will ordinarily be held at the worksite in as far as practical.

Step 2 - Next Level Supervisor or Agency Designee

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

Upon receipt of the grievance, the next level supervisor or agency designee shall indicate the date and time of receipt on the grievance form. The next level supervisor or agency designee shall hold a meeting and respond to the grievance within fourteen (14) days of receipt of the grievance. At the hearing the grievant may be accompanied by the appropriate delegate and/or organizer. The next level supervisor or designee shall respond to the grievance by writing the answer on the grievance form or by attaching it thereto and returning a copy to the grievant and the delegate. Meetings will ordinarily be held at the worksite in as far as practical.

Step 3 - Agency Head or Agency Designee

Should the grievant not be satisfied with the written answer received in Step 2, within seven (7) days after the receipt thereof, the grievance shall be filed with the agency head or designee. Upon receipt of the grievance, the agency head or designee shall hold a meeting and render a decision within thirty (30) days. The grievant may be accompanied at this meeting by a delegate and/or an organizer. The agency head or designee shall render the decision in writing and return a copy to the grievant and the Union. Meetings will ordinarily be held at the worksite in as far as practical. By mutual agreement the parties may waive the meeting and the agency head or designee shall render a decision within ten (10) days of the agreement. In this case the agency head's decision shall be based on documents only.

By mutual agreement, the Union and agency may waive any preceding step of the grievance procedure.

Step 4 - Office of Collective Bargaining Review

If the grievant is not satisfied with the written answer received at Step 3, the grievant may, within five (5) days after the receipt thereof, appeal to the Director of the Office of Collective Bargaining. The appeal shall be made in writing by sending a copy of the grievance form, to the Director of the Office

of Collective Bargaining with a copy to the agency head or designee. No hearing shall be required. The Director of the Office of Collective Bargaining or designee shall review the documents submitted and issue a decision in writing and return a copy to the grievant, the Union and the agency head or designee within twenty (20) days of the appeal.

Step 5 - Arbitration

If the Union is not satisfied with the answer at Step 4, it may submit the grievance to arbitration, by serving written notice of its desire to do so, presented to the Director of the Office of Collective Bargaining with a copy to the agency head or designee, within fifteen (15) days after receipt of the decision in Step 4.

The parties agree to meet no less than monthly for the purpose of scheduling arbitration cases, and further agree to schedule cases in an expeditious manner.

§7.07 Arbitration

A. Arbitration Panel

Within thirty (30) days after this Agreement becomes effective, The Employer and the Union shall select a panel of arbitrators. The panel shall be assigned cases in rotation order designated by the parties. Each arbitrator shall serve for the duration of this Agreement unless the arbitrator's services are terminated earlier by written notice from either party to the other. The arbitrator shall be notified of such termination by a joint letter from the parties. The arbitrator shall conclude his/her services by deciding any grievance(s) previously heard. A successor arbitrator shall be selected by the parties.

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

Within sixty (60) days of the effective date of this Agreement, the parties will mutually agree on a set of rules of arbitration.

Insofar as is practical the rules will be based on the Voluntary Rules of the AAA.

B. Witnesses

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

C. Expenses

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

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

D. Arbitration Decisions

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

E. Arbitrator Limitations

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

2. The arbitrator shall have authority to subpoena witnesses

pursuant to Section 2711.06, of the Ohio Revised Code. Upon receiving a request to issue a subpoena(s) the arbitrator shall contact the other party and hear and consider objections to the issuance of said subpoena(s). If the arbitrator sustains the objection to the issuance of the subpoena, the arbitrator shall inform the parties at least five (5) days prior to the hearing. The arbitrator shall not subpoena persons to offer repetitive testimony.

3. When the arbitrator determines that so many employees from the same facility have been subpoenaed that would impede the ability of the agency to carry out its mission or inhibit the agency's ability to conduct an efficient operation, he/she shall make alternate arrangements to hear the testimony.

F. Binding Decisions

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

G. Issues

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

§7.08 Disciplinary Grievances and Arbitrations

An employee with a grievance involving a suspension, a discharge, or reduction in pay and/or position shall be subject to an expedited grievance/arbitration procedure and shall be excluded from the regular procedure outlined in Section 7.07. In this expedited procedure the grievance is filed directly at Step 3 except that probationary employees shall not have the right or ability to file disciplinary grievances under this Agreement. If the employee is not satisfied with the answer at Step 3, he/

she may appeal to Step 4 (Steps 3 and 4 in this expedited process are identical to the same steps in Section 7.07). If the Union is not satisfied with the decision issued at Step 4, it may submit the disciplinary grievance to expedited arbitration by sending written notice to the Director of the Office of Collective Bargaining with a copy to the agency head or designee within ten (10) days of the receipt of the Step 4 answer.

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

If both parties mutually agree at the conclusion of the hearing, the arbitrator may issue a bench ruling sustaining or denying the grievance or modifying the discipline imposed or issue a short written decision within five (5) days of the close of the hearing. The written decision shall include only a statement of (1) the granting of the grievance, or (2) a denial of the grievance, or (3) a modification of the discipline imposed, and a short examination of the reasoning leading to the decision.

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

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

Only suspensions, reduction in pay and/or position, or discharge shall be arbitrable under this Agreement. Written reprimands may be grieved directly to Step 2. The decision at

Step 3 shall be final. Verbal reprimands shall not be grievable, nor shall they be placed in an employee's personnel file.

§7.09 Representation

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

§7.10 Miscellaneous

A. Extensions and Mutual Agreement

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

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

Within Steps 1 through 3, if the agency fails to respond to the grievance within the specified time limits, the grievance shall proceed to the next step in the procedure as though the answer at the prior step had been given and was unsatisfactory.

B. Hearing Waiver

By mutual consent the Employer and the Union may waive a hearing and submit the issue on written materials only, or by mutual consent, may alter any of the procedures set forth in this article.

§7.11 Grievance Forms

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

ARTICLE 8 - DISCIPLINE

§8.01 Standard

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

§8.02 Progressive Discipline

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

- A. Verbal Reprimand
- B. Written Reprimand
- C. Suspension
- D. Demotion or Removal

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

§8.03 Pre-Discipline

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

ARTICLE 9 - INITIAL PROBATIONARY PERIOD

All newly hired employees shall serve a probationary period of one hundred eighty (180) days.

A probationary period for any classification may be extended if mutually agreed to by the Employer and the Union. Dismissal during an initial probationary period shall not be grievable. Employees hired during the six (6) months prior to the ratification of this Agreement who were hired with a shorter probationary period, shall not be required to serve a longer probationary period.

ARTICLE 10 - VACATION ALLOWANCE

§10.01 Rate of Accrual

Permanent full-time employees shall accrue vacation leave with pay at regular rate as follows:

Length of State Service	Accrual Rate	
	Per Pay Period	Per Year
less than 1 year		80 hours upon completion of one year of service (10 work days)
1 year or more	3.1 hours	80 hours (10 work days)
5 years or more	4.6 hours	120 hours (15 work days)
10 years or more	6.2 hours	160 hours (20 work days)
20 years or more	7.7 hours	200 hours (25 work days)

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

§10.02 Maximum Accrual

Vacation credit may be accumulated to a maximum that can be earned in three (3) years. Further accumulation will not continue when the maximum is reached.

Annual Rate of Vacation

80 hours
120 hours
160 hours
200 hours

Accumulation Maximum

240 hours
360 hours
480 hours
600 hours

§10.03 Scheduling

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

Requests for vacation leave shall not be unreasonably denied.

When an emergency exists, in the sole and exclusive opinion of the Employer, all leaves including vacations may be canceled.

§10.04 Charge of Vacation Leave

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

§10.05 Conversion of Vacation Leave Credit upon Separation from Service

An employee shall be entitled, upon separation for any reason, to a cash conversion of all vacation leave up to three (3) years accrual.

§10.06 Transfer of Vacation Leave

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

§10.07 Death of an Employee

In case of death of an employee, any unused vacation leave shall be paid in accordance with Section 2113.04 of the Ohio

Revised Code in effect on the date of the ratification of this Agreement; or to his/her estate.

§10.08 Permanent Part-Time Employee

Permanent part-time employees will accrue 3.1 hours of vacation for each eighty (80) hours of work after they have worked a total of 2080 hours.

ARTICLE 11 - HOLIDAYS

§11.01 List of Days

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

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

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

§11.02 Birthday Holiday

An employee's birthday will be observed as a holiday. It shall be observed on his/her birthday unless mutually agreed to be observed on another day within thirty (30) days of the employee's

birthday. Should the employee's birthday holiday fall on another day listed as a holiday in Article 11 or on the employee's day off, it will be observed on the next regularly scheduled work day or on another day within thirty (30) days if mutually agreed.

§11.03 Holiday Pay

Full-time employees are automatically entitled to eight (8) hours of holiday pay at regular rate regardless of whether they work on the holiday. Compensation for working on a holiday is in addition to the automatic eight (8) hours of holiday pay and shall be computed at the rates prescribed in this article.

A. If a holiday occurs during a period of sick or vacation leave, the employee shall not be charged for sick leave or vacation for the holiday;

B. An employee on leave of absence is in no-pay status and shall not receive payment for a holiday. A leave of absence shall neither start nor end on a holiday;

C. An employee in no-pay status shall not receive holiday compensation;

D. Full-time employees with work schedules other than Monday through Friday are entitled to pay or time off for any holiday observed on their day off.

§11.04 Computation of Holiday Pay or Compensatory Time

An employee who is required to work a holiday or is called in may choose to receive overtime pay equivalent to one and one half (1 1/2) times the hours worked times the regular rate or receive compensatory time equivalent to one and one half (1 1/2) times the hours worked, in addition to the eight (8) hours of holiday pay.

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

§11.05 Part-time Employees

Part-time employees will be paid holiday pay for any holiday

on which they are ordinarily scheduled. They shall be paid for the number of hours for which they would have ordinarily been scheduled.

§11.06 Religious Holiday Exchange

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

ARTICLE 12 - PERSONAL LEAVE

§12.01 Eligibility for Personal Leave

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

§12.02 Personal Leave Accrual

Beginning with the pay period which includes December 1, all employees shall accrue personal leave at the rate of one and twenty-three hundredths (1.23) Hours for each eighty (80) hours in active pay status, excluding overtime hours, not to exceed a total of thirty-two (32) hours accrued in one year.

§12.03 Charge of Personal Leave

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

§12.04 Notification and Approval of Use of Personal Leave

Employees may be granted personal leave upon giving twenty-four (24) hours notice to the supervisor. In emergency situations, requests may be granted with a shorter notice. Requests for the use of personal leave shall not be unreasonably denied.

§12.05 Prohibitions

Personal leave may not be used to extend an employee's date

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

§12.06 Conversion or Carry Forward of Personal Leave Credit at Year's End

Any personal leave not used prior to the pay period which includes December 1, may be carried forward or paid at the employee's option. Maximum accrual of personal leave shall be forty-eight (48) hours.

§12.07 Conversion of Personal Leave Credit Upon Separation From Service

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

§12.08 Transfer of Personal Leave Credit

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

§12.09 Death of an Employee

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

ARTICLE 13 - SICK LEAVE

§13.01 Definitions

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

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

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

§13.02 Leave Accrual

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

Beginning with the pay period which includes December 1, all employees shall accrue sick leave at the rate of 2.77 hours for each eighty (80) hours in active pay status, excluding overtime hours, to a maximum of seventy-two (72) hours per year.

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

§13.03 Charge of Sick Leave

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

§13.04 Compensation for Charged Sick Leave

Compensation for charged sick leave accumulated and credited shall be at a rate of one hundred percent (100%) of the employee's regular rate of pay.

§13.05 Notification for Use of Sick Leave and Notification for Extended Sick Leave

A. Notification

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

who are in relief positions, the current local practice will remain in effect, unless the cause for the leave prevents such notification.

B. Notification for extended sick leave

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

§13.06 Sick Leave Uses, Evidence of Use, and Abuse

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

1. Illness, injury, or pregnancy-related condition of the employee;

2. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees;

3. Examination of the employee, including medical, psychological, dental, optical, auditory, or speech/language;

4. Death of a member of the employee's immediate family. Such usage shall be limited to a reasonably necessary time, not to exceed five (5) days;

5. Illness, injury, or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member;

6. Examination, including medical, psychological, dental, optical, auditory, or speech/language, of a member of the employee's immediate family where the employee's presence is reasonably necessary;

7. An employee on the midnight shift may use sick leave on the night preceding an examination referred to in (3) and (6) above providing advance notice is given to the employee's supervisor.

B. Evidence of use

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

§13.07 Inadequate Sick Leave

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

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

Each year, prior to December 1, employees may convert to cash at the rate of fifty percent (50%) all or part of their sick leave balance which had been accrued within the preceding twelve (12) month period.

Employees hired after June 12, 1986, who have previous service with political subdivisions of the State may use sick leave accrued with such prior employers but shall not be permitted to convert such sick leave to cash either at year's end or upon separation from state service.

Employees that separate from state service may have any accrued sick leave hours converted to cash at the rate of fifty percent (50%) provided he/she has completed at least one (1) year of state service prior to separation. If an employee dies, the converted sick leave shall be credited to his/her estate.

An employee returning to state service, within ten (10) years

of separation, after receipt of a lump sum payment for unused sick leave may buy back all or a portion of such leave from the Employer by returning the amount paid for the number of days to be restored.

§13.09 Transfer of Sick Leave Credit

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

ARTICLE 14 - BEREAVEMENT

Three (3) days bereavement leave shall be granted to each employee upon the death of a member of his/her family. For the purpose of this article, family shall include spouse, significant other (Significant other is defined as one who stands in place of a spouse and who resides with the employee.), child, grandchild, parents, grandparents, siblings, 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.

ARTICLE 15 - DISABILITY LEAVE

§15.01 Eligibility

A full-time permanent employee of the bargaining unit is eligible for disability leave benefits if the employee has completed one (1) year of continuous state service and if:

A. The employee is eligible for sick leave credit pursuant to Article 13 Sick Leave of this Agreement; or

B. The employee is on disability leave or on approved medical leave and would be eligible for sick leave credit pursuant to Article 13 of this Agreement except that the employee is in no pay status.

§15.02 Standards and Procedures

Those provisions of the Administrative Code as promulgated by the Director of Administrative Services which relate to

disability leave and are in effect as of the date of the ratification of this Agreement, shall govern the issuance of disability leave benefits under this article.

§15.03 Minimum Benefit Level

The minimum level of disability leave benefit pursuant to this article shall be no less than seventy percent (70%) of the full-time permanent bargaining unit employee's regular rate of pay.

§15.04 Supplementation of Benefits

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

ARTICLE 16 - SERVICE CONNECTED INJURY AND ILLNESS

§16.01 Coverage for Workers' Compensation Waiting Period

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

§16.02 Other Leave Usage to Supplement Workers' Compensation

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

§16.03 Occupational Injury Leave

Employees of the Department of Mental Health, the Department of Mental Retardation and Developmental Disabilities, the Ohio Veterans' Home, the Ohio Veterans' Children's Home and Schools for the Deaf and Blind, the

Department of Rehabilitation and Correction, and the Department of Youth Services shall be entitled to a total of nine hundred sixty (960) hours of Occupational Injury Leave a year with pay at regular rate. The Office of Collective Bargaining shall issue guidelines (see Appendix C).

ARTICLE 17 - GROUP HEALTH INSURANCE

The Employer shall provide health insurance in accordance with the procedures specified in the Ohio Revised Code 124.82 (A), (D) and (E).

The Employer shall contribute to the State's comprehensive health insurance plan eighty-five percent (85%) of the premium per month per employee during the first year of the plan and eighty-eight percent (88%) each year thereafter.

Effective July 1, 1989, the Employer shall contribute to the State's comprehensive health insurance plan for the duration of the Agreement, the Employer shall contribute the percentage of premium as established above so long as the employee remains eligible for that type of coverage, and elects to continue to participate in the state plan.

All state employees who elect to be in the State's comprehensive plan shall remain a member of that plan for the duration of this Agreement, except that an employee may change coverage plans upon a change in family status (as provided in proposed regulations for Internal Revenue Code of 1954, Section 125, #8). In addition, an employee may change to another health care provider during any open enrollment period.

In addition to the State's comprehensive health insurance plan, the Employer may contract with various Health Maintenance Organizations (HMO's) to offer health insurance, providing the HMO plan is comparable to the state's comprehensive plan. Employees may elect to enroll in an HMO during any open enrollment period. The Employer will review and approve a

rate schedule for each participating HMO, based upon criteria established by the Employer. For employees electing to participate in an HMO, the Employer shall contribute to the HMO the same percent of its total rate as it contributes to the State's comprehensive health plan, except that under no circumstances will the Employer contribute more actual dollars to an HMO than is contributed to the State's comprehensive plan.

Prior to implementation, the Employer agrees that it will fully discuss, with the Union, any changes in the benefit structure of the State's comprehensive health insurance plan.

There shall be established a joint committee composed of representatives of management, and of the various labor unions representing state employees. The committee shall meet regularly to monitor the operation of the state's health insurance plans, and to make recommendations for the improvement of the plans and cost containment procedures.

The State shall examine putting employee's monthly health benefits deductions on a pre-tax basis as permitted by federal law and, if feasible, shall be implemented no later than September 1, 1989.

The Employer shall continue all dental and vision benefits in effect as of December 31, 1988.

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

Upon written request, the Employer shall allow the Union to switch to an alternative health insurance provider should the present benefits be available at a reduced cost. The Employer contribution shall be at the above listed rates. The Employer may specify conditions of coverage and time frames that would be required before the provisions of this paragraph may be utilized.

In the event an employee goes on an extended medical disability, or is receiving workers compensation benefits, the

Employer-policyholder shall continue at no cost to the employee the coverage of group health insurance for such employee for the period of such extended leave, but not beyond three (3) years.

ARTICLE 18 - LIFE INSURANCE

§18.01 Amount

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

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

§18.02 Conversion

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

§18.03 Disability Coverage

In the event a state employee goes on an extended medical disability, or is receiving workers compensation benefits, the Employer-policyholder shall continue at no cost to the employee

the coverage of the group life insurance for such employee for the period of such extended leave, but not beyond three (3) years.

§18.04 Double Indemnity

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

§18.05 Optional Life Insurance

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

The optional life insurance will be made available by January 1, 1990.

ARTICLE 19 - INDEMNIFICATION

The Employer agrees to indemnify employees from liability incurred in the performance of their duties in accordance with Ohio Revised Code Section 9.87 and other related revised code provisions. Further the Employer may indemnify employees, under the circumstances and in accordance with the procedures set forth in the Ohio Revised Code under Section 9.87, from liability for compensatory or punitive damages incurred in the performance of their duties by paying any judgment in, or amount negotiated in settlement of, any civil action arising under the law of the State of Ohio, the law of any other state, or under Federal law. The actions of the Ohio Attorney General pursuant to the Ohio Revised Code Section 9.87 are not subject to the grievance or arbitration procedures.

ARTICLE 20 - EMPLOYEE ASSISTANCE PROGRAM (EAP)

§20.01 Implementation

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

§20.02 Training of Delegates

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

§20.03 Awareness of Service

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

§20.04 Confidentiality of Records

Confidentiality of records shall be maintained at all times with the EAP. Information concerning an individual's participation in the program shall not enter his/her personnel file. In cases where the employee and the agency jointly enter into a voluntary agreement, in which the agency defers discipline while the employee pursues a treatment program, the employee shall waive confidentiality only to the extent that the agency shall receive regular reports as to the employee's continued participation and success in the treatment program.

ARTICLE 21 - TRAVEL

§21.01 Time

Travel time as required by the agency is considered work time if the travel is between worksites or between the employee's place of residence and a worksite other than the assigned worksite before, during or after the regular work day. However, the time spent in traveling from an employee's place of residence to and from his/her headquarters shall not be considered work time.

Overnight stay shall not be considered as travel time or hours worked. There shall be no standard travel time from place to place. Any employee who must begin work at some location other than his/her regular location shall be paid from the time he/she leaves his/her residence until the time he/she returns to his/her residence. Actual mileage shall be paid, and there shall be no standard mileage from place to place.

Beginning with the date of the ratification of this Agreement, the "forty-five minute rule" and the "standard time allowance rule" shall cease.

§21.02 Personal Vehicle

If the agency requires the employee to use his/her personal vehicle the agency shall reimburse the employee with a mileage allowance of twenty-two and one half cents (\$.225) per mile.

§21.03 Duty to Report

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

§21.04 Expense Allowances

Per diem reimbursement rates for full day in-state travel shall be actual cost up to the following maximum rates:

Meals	\$14.50
Lodging	\$45.00 plus tax

Full day travel is defined as departure prior to 7:00 a.m. and return after 7:00 p.m.

Reimbursement rates for partial-day, in-state travel shall be the actual cost up to the following maximum rates:

Four dollars (\$4.00) if departure from home or headquarters is prior to 7:00 a.m. and return to home or headquarters is prior to 7:00 p.m.

Ten and a half dollars (\$10.50) if departure from home or headquarters is after 7:00 a.m. and return to home or headquarters is after 7:00 p.m.

Additional provisions of Office of Budget and Management Rule 126-01-02, Rates and Requirements for Reimbursement of Travel Expenses Within the State of Ohio, effective March 2, 1986, shall apply.

An employee in travel status traveling more than seventy-five (75) miles one way, who has duties at a worksite or vicinity worksites which require two (2) or more days to complete, may choose to stay overnight and receive reimbursement pursuant to the provisions of this section, or may commute and receive reimbursement for actual mileage but no more than \$59.50 for a round trip. Employees choosing to commute shall not be eligible for meal reimbursement and shall not have travel time counted as time worked.

If the agency requires an employee to stay overnight out of the state, the employee shall be reimbursed the actual cost within reason for lodging and twenty-one dollars (\$21.00) per day for meals. These rates shall be adjusted upward in accordance with emergency board regulations should the reimbursement rates increase.

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

Rates shall be adjusted upward in accordance with the Office of Budget and Management regulations should the reimbursement rate increase.

§21.05 Travel Reimbursement

The Department of Health, Human Services, Rehabilitation and Correction and Youth Services shall continue the advance payment program for in-state travel expenses, or a petty-cash fund for post travel reimbursement for in-state travel expenses. The agency shall set minimum requirements for participation.

The other agencies are committed to processing travel expense reports within thirty (30) days of the submission of a properly completed travel expense report, Form ADM-3148.

If an agency fails to reimburse an employee within thirty (30) days, the agency shall pay the employee interest on the amount due in accordance with the Office of Budget and Management guidelines on prompt payment, or one dollar (\$1.00), whichever is greater.

§21.06 Transport of Felons

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

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

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

For this purpose the Division will provide an appropriately equipped vehicle for each district office, during the life of the Agreement, for transporting felons to local jails for detention and arrest, and for other related field activities.

§21.07 - Parking

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

ARTICLE 22 - MOVING EXPENSES

Moving expenses shall be paid by the agency when the employee is transferred or moved, except if such move or transfer

is a result of the employee bidding on a job according to Article 30 Vacancies.

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

ARTICLE 23 - CONTINUING EDUCATION

§23.01 Purpose

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

§23.02 Tuition Reimbursement, Seminars and Conferences Fund

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

The Employer will continue the tuition reimbursement,

seminar and conference fund. The fund will make available \$100,000 in fiscal years 1990, 1991, and 1992 for fees and expenses for attendance at seminars, workshops, conferences and for tuition reimbursement.

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

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

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

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

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

§23.03 Educational Stipends

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

§23.04 Time Off for Classes

An employee may be allowed time off from his/her position at regular rate for the purpose of taking job related educational courses or training, at an approved educational institution. The maximum time off under this arrangement may not exceed one fourth of the employee's normally scheduled hours per week. Any time beyond this amount shall be without pay, unless specifically approved by the agency.

§23.05 Continuing Education Units

The Employer will attempt to provide CEU credits within the agency and at the worksite where practical and feasible.

§23.06 Administrative leave

Employee requests for Administrative Leave for conferences, workshops or seminars will be responded to within fourteen (14) days of proper submission of such requests. Reasonable attempts will be made to respond to such requests sooner. Exceptions may be mutually agreed to by the parties.

ARTICLE 24 - HOURS OF WORK AND OVERTIME

§24.01 Work Week

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

§24.02 Rate of Overtime Pay

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

- 65341 Physician
- 65343 Physician Specialist
- 65351 Psychiatric Physician
- 65371 Psychiatrist

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

§24.03 Overtime Assignment

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

B. In non-institutional settings, the agency reserves the right to schedule and approve overtime. In emergency situations overtime may be approved after the fact. Required overtime that can be worked by more than one (1) employee at the

worksite (that which is not specific to the particular employee's case load or specialized work assignment) will be offered on a rotating, state seniority basis. If no qualified employee volunteers for the work, or where an emergency exists, then the qualified employee with the least state seniority at the worksite will be assigned on a rotating basis.

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

§24.04 Overtime and Compensatory Time

Overtime work shall be compensated as follows:

A. Hours in an active pay status in excess of forty (40) hours in any calendar week shall be compensated at the rate of one and one-half (1 1/2) times the regular rate of pay for each hour of such time. Regular rate of pay is defined as the base rate of pay plus longevity and supplements excluding shift differential.

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

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

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

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

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

F. For the purposes of this article, active pay status is defined as the conditions under which an employee is eligible to receive pay, and includes, but is not limited to, vacation leave, sick leave and personal leave.

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

§24.05 Jury Duty

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

§24.06 Court Appearance

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

§24.07 Meal Periods

Employees shall be granted an unpaid meal period of not less than thirty (30) minutes nor more than sixty (60) minutes near the midpoint of each shift, if feasible. If it is not feasible near the midpoint of the employee's shift, every attempt will

be made to reschedule it at the earliest available time during that shift. If it is impossible to reschedule the meal period during the shift, the employee will be compensated according to the provisions of this Agreement. Employees who are required by the agency to remain in a duty status with no scheduled meal period shall receive compensation for time worked at their regular rate except when the employee is in an overtime status at which time the employee will be compensated at his/her overtime rate.

§24.08 Breaks

A paid rest period of fifteen (15) minutes shall be granted to each employee for every four (4) hours of regularly scheduled work performed, except during an unusual situation or emergency created beyond the control of the agency. At the request of the employee, the rest period(s) shall be scheduled with the meal period unless operational needs precludes combining rest period(s) and lunch. The combination of the rest period(s) and lunch shall not exceed one (1) hour in length, and shall not be used to shorten the work day. If the rest period(s) and lunch are not combined, such rest periods shall be a time detached from the beginning and end of shifts, and although reasonably scheduled by the agency, shall be taken near the midpoint of each half-shift unless mutually agreed otherwise. Paid rest periods of ten (10) minutes each for every two (2) continuous hours of overtime worked shall be granted to employees.

§24.09 Emergency Leave

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

Employees in non-institutional settings and non-direct care staff in institutional settings shall be sent home with pay should the work location become seriously unsafe or unhealthful and temporary reassignment is not feasible. In institutions, should

such conditions arise, management shall take action(s) necessary to remedy the unsafe or unhealthful condition(s) as promptly as possible.

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

When leaving work for a personal emergency or appointment, an employee shall be charged leave in increments of one-tenth (1/10) hour.

§24.10 Required Meeting Attendance

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

§24.11 Flexible Work Schedules

The present practice of flex time shall be continued. Extending the use of flexible work schedules shall be a subject for discussion in the Agency Professional Committees. Flexible work schedules can include adjusting the starting and quitting times of the work days and/or the number of hours worked per day and the number of days worked per week.

The Employer agrees to consider such options as four (4) ten (10) hour days, twelve (12) hour shifts, and/or other creative scheduling patterns that may assist in the recruitment and/or retention of nurses and other employees. The Employer will seek union input and address specific concerns regarding the development and establishment of such flexible work schedules.

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

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

§24.12 Place of Work

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

§24.13 Posting of Work Schedules

Where appropriate in institutional settings, a four-week schedule shall be posted two (2) weeks in advance. An employee shall not be required to change his/her posted schedule to avoid the payment of overtime to such employee.

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

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

§24.14 Weekends

The present practice of weekend-off scheduling shall be continued. Any changes shall be discussed in the Agency Professional Committees.

§24.15 Shifts

In the Department of Rehabilitation and Correction, the agency

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

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

§24.16 Job Sharing

The Employer and the Union recognize the value of job sharing in some situations. The parties agree to discuss in the professional committees the development of job sharing options in these agencies where such arrangements are feasible.

ARTICLE 25 - TEMPORARY WORKING LEVEL

The agency may temporarily assign an employee to duties of a position with a higher pay range. If the temporary assignment is for a continuous period in excess of four (4) days, the affected employee shall receive a pay adjustment which increases the employee's step rate of pay to the greater of a) classification salary base of the higher level position, or b) a rate of pay at least five percent (5%) above his/her current step rate of compensation. The employee shall receive the pay adjustment for the duration of the temporary assignment.

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

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

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

ARTICLE 26 - LEAVE OF ABSENCE WITHOUT PAY

§26.01 Personal and Educational Leave

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

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

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

§26.02 Union Leave

Employees appointed or elected to union positions or office shall be granted a leave of absence for a period not to exceed his/her term of office or position.

§26.03 Workers' Compensation Leave

When an employee is off work due to a compensable on-the-job injury, he/she shall be on leave of absence for the length of time he/she receives Workers' Compensation.

§26.04 Requesting Leave of Absence Without Pay

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

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

§26.05 Return to Service

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

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

§26.06 Seniority While On Leave

Seniority shall accrue while on leave of absence.

§26.07 Benefits While On Leave

Employees granted a leave of absence without pay for a period longer than thirty (30) days and who desire to continue their health and life insurance coverage, must pay the total premium (employee and Employer share). The State will continue to pay

for dental and vision coverage as long as the employee continues paying the total health insurance premium.

§26.08 Return from Extended Medical Leave

When an employee who has exhausted the two (2) year period of disability leave and was unable to return at that time, becomes physically able to return to work, he/she shall be returned to work in his/her classification into any opening which occurs within three (3) years of the expiration of the disability leave.

The employee requesting to return from an extended medical leave shall be eligible for reinstatement upon the submission of appropriate medical documentation which must show that the employee has recovered sufficiently to be able to perform the substantial and material duties of the position to which reinstatement is sought.

§26.09 Military Leave of Absence

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

ARTICLE 27 - EMPLOYEE STATUS

§27.01 Full-Time

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

§27.02 Part-Time

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

§27.03 Intermittent

An intermittent employee is an employee who works on an irregular schedule which is determined by the fluctuating demands of the work, is not predictable and is generally characterized as requiring eight hundred (800) hours or less in a fiscal year.

Intermittents working more than eight hundred (800) hours

in a fiscal year shall be converted to part-time permanent status and shall be covered by the terms and conditions of the collective bargaining agreement. The agency agrees not to abuse the designation of intermittent status and not to use intermittent employees for the purpose of avoiding filling permanent positions.

§27.04 Interim

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

Interim employees shall have job bidding rights during and for a period of up to six (6) months after their employment.

§27.05 Temporary

A temporary employee is one who is hired for a limited period of time not to exceed thirty (30) days.

§27.06 Classifieds, Unclassifieds and Provisional

All employees in the bargaining units, regardless of their status of classified, unclassified, provisional or other, shall have all the rights and protections provided under this Agreement; and all provisions of the Agreement shall be applicable to all employees in the bargaining units.

ARTICLE 28 - SENIORITY

§28.01 Seniority Definition

A. State Seniority

The total length of continuous service in a position or succession of positions within the employ of the State dating back to the first date of hire.

B. Like Classification Series Seniority

The length of continuous service in a classification series beginning with the last date of transfer or hire into said classification series.

C. Classification Seniority

The length of continuous service in a classification beginning with the last date of transfer or hire into said classification.

D. Agency Seniority

Total length of continuous service within the employ of the agency dating back to the first date of hire with the agency.

E. Bargaining Unit Seniority

The length of continuous service in any classification(s) which are included within the bargaining unit beginning with the last date of transfer or hire into those classifications.

F. Continuous service shall commence on the original date of hire. Continuous service shall be interrupted only by the following:

1. Separation because of resignation;
2. Discharge;
3. Failure to return from leave of absence;
4. Failure to respond to recall from layoff.

§28.02 Seniority Lists

The Employer shall prepare and maintain seniority lists of all employees and shall furnish said lists semi-annually to the Union. Such lists will include the name, current classification, agency seniority, classification seniority, like classification series seniority, state seniority and bargaining unit seniority of employees.

The Employer shall make seniority lists available semi-annually in institutions and regional offices (area for Rehabilitation Services Commission, district for Department of Human Services and Department of Health).

§28.03 Identical Hire Dates

When two (2) or more employees have the same state hire date, seniority shall be based on the last four (4) digits of the employee's social security number. The lowest number shall be considered the most senior.

§28.04 Shift and Assignment Openings

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

§28.05 Pulling or Movement of Personnel

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

§28.06 Part-Time Seniority

The seniority of the part-time employees shall be prorated based on 2080 hours.

ARTICLE 29 - LAYOFF AND RECALL

§29.01 Notice

When the agency determines that a layoff is necessary, the agency shall notify the Union and inform them of the classification(s), the number of employee(s) and the worksite(s) affected. When the layoff involves a worksite with more than one (1) employee in a classification series, the layoff shall be within the entire classification series.

The agency will schedule a meeting with the Union to explain their reason for such action. The Union's comments and ideas

given to avoid the layoff will be seriously considered before making a final decision.

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

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

§29.02 Layoff Procedures

A. In the event any layoff is implemented within the bargaining unit in the classification(s) series affected, the order of layoffs shall be:

1. All intermittents shall be separated before any initial probationary employees;
2. All initial probationary employees shall be separated before part-time employees;
3. All part-time employees shall be separated before full-time employees.

B. There shall be the opportunity for any employee in the affected classification series within the worksite(s) to volunteer for layoff.

C. Employees with the least state seniority within the classification series at the worksite(s) affected shall be laid off first.

Those individuals in the classification series affected who have special qualifications or duties may be exempt from the layoff, and will not be displaced by individuals without those qualifications or the ability to perform those duties. A laid off employee shall have the right to displace an employee of another worksite within their bumping jurisdiction provided that the employee to be bumped has the least state seniority within the

classification series at their worksite and has less state seniority than the employee originally laid off. No promotions shall result from this action. The employee who exercises his/her bumping privilege shall enter the pay range of the classification at the rate closest to his/her current rate of pay.

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

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

§29.03 Recall

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

The most senior laid off employee with the most state seniority from the classification series shall be recalled first. Employees shall be recalled provided they are presently qualified to perform the work in the job classification to which they are recalled without further training or certification. Employees shall have recall rights for a period of two (2) years. Notification of recall shall be by certified mail to the employee's last known address. Employees shall maintain a current address on file with the appointing authority. Recall rights shall be within the agency and within recall jurisdictions as outlined in Appendix B. If the employee fails to notify the agency of his/her intent to report to work within seven (7) days of receipt and return to work within thirty (30) days, he/she shall forfeit recall rights.

§29.04 Appeals

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

§29.05 No Reduction of Hours

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

ARTICLE 30 - VACANCIES

§30.01 Job Vacancies

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

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

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

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

Any employee who desires to be considered for a position(s) in another agency(s) shall submit an Ohio Civil Service Application (ADM-4268) to the appointing authority of the agency or institution where employment is sought. Such application shall specify the desired classification(s) and worksite(s). These applications will be maintained on file for

one (1) year from the date of receipt by the appointing authority. If a posted vacancy is not filled pursuant to steps A and B of this article, any applicant meeting qualifications for this position shall be considered pursuant to step C of this article.

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

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

§30.02 Awarding the Job (Transfers and Promotions)

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

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

Job vacancies shall be awarded in the following sequential manner:

A. The job shall first be awarded to a bargaining unit applicant working at the facility where the vacancy exists in accordance with the above criteria;

B. If no selection is made from A above, the job shall be awarded to a bargaining unit applicant working in the agency where the vacancy exists in accordance with the above criteria;

C. If no selection is made from B above, the job shall be

awarded to an applicant working in the bargaining unit in accordance with the above criteria;

D. If no selection is made from C above, the job may be awarded by hiring a new employee.

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

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

§30.03 Probationary Period

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

ARTICLE 31 - PROFESSIONAL COMMITTEES

Professional Committees shall be established in accordance with this article, for the purpose of maintaining communications to cooperatively discuss issues of mutual concern and to promote a climate of professionalism and constructive employee/employer

relations. The parties are committed to attempt to resolve issues of mutual concern.

§31.01 State Professional Committee

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

§31.02 Agency Professional Committees

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

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

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

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

§31.03 Facility Professional Committees

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

During the first year of the Agreement the Committee shall discuss the feasibility of extending the use of flexible work schedules within the facility and the feasibility of a job sharing program.

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

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

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

§31.04 Health and Safety Committees

For each institution within the Departments of Mental Health, Mental Retardation and Developmental Disabilities, Rehabilitation and Correction and Youth Services, management shall establish a Health and Safety Committee. The Union may designate one (1) representative to serve on this committee. The Health and Safety Committee will meet at least quarterly or as required to meet certification or accreditation standards.

Health and safety issues shall be discussed in the Professional Committees as set forth above, in all agencies covered by this Agreement.

§31.05 Procedures

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

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

§31.06 Other Committees

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

ARTICLE 32 - HEALTH AND SAFETY PROCEDURES

The Employer shall provide a safe and healthful place of employment for each employee.

§32.01 Hepatitis B

The Employer shall provide Hepatitis B vaccinations upon request to those employees who have direct contact with institutional or former institutional clients.

§32.02 Blood Donations

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

§32.03 Metal Detectors

The Employer shall maintain at least one (1) hand-held metal detector in each district office in the Adult Parole Authority and the Department of Youth Services.

§32.04 Tools and Accessories

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

§32.05 Home Visits

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

Employees of the Adult Parole Authority, the Department of Youth Services and the Rehabilitation Services Commission

may request back up help in making home visits prior to 6:00 p.m. in areas which are dangerous. That back up help shall be provided or the client's appointment shall be rescheduled in the office.

§32.06 State Vehicles

State vehicles will be kept properly repaired by the agency. Employees agree to promptly report any needed repairs to their supervisor. CB radios shall be installed or provided in each state car used by the Adult Parole Authority or Department of Youth Services regional offices to transport clients.

In other agencies, portable mobile CB radios will be available for state vehicles without permanently installed radios.

§32.07 Notification of Medical Conditions of Clients

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

§32.08 Medical Testing by Non-Medical Personnel

No employee of the Division of Parole and Community Services shall be required to conduct medical tests.

§32.09 Restrooms

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

Where practical and feasible, the Employer will provide separate restrooms and eating areas for employees.

§32.10 Strip Search

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

§32.11 - Working Alone

The institutions of the Departments of Mental Retardation and Developmental Disabilities, Mental Health, Rehabilitation and Correction, and Youth Services recognize the potential hazard to the health and safety of employees caused by working alone in some situations.

The agency shall formulate a list of situations in which employees should not work alone. Such formulation shall be after consultation with the Union in facility and Agency Professional Committee meetings.

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

§32.12 - MH Medical Isolation

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

§32.13 - Video Display Terminals

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

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

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

§32.14 - DYS Client Transport

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

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

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

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

§32.15 - Hostage Leave

In the Department of Rehabilitation and Correction, the Department of Youth Services, the Department of Mental Retardation, and the forensic centers and the psychiatric services to correction units within the Department of Mental Health, any employee who has been taken hostage shall be eligible for up to sixty (60) days leave with pay at regular rate which shall not be charged to sick leave, vacation or any other accrued leave, as determined necessary by a licensed physician or psychiatrist, chosen by the Employer, to recover from stress.

ARTICLE 33 - SERVICE DELIVERY

The Employer and the Union recognize the continuing joint responsibility of the parties to ensure that client, patient and inmate services are fully and effectively delivered, that clients',

patients' and inmates' safety and health are protected, and the highest standards of professional care are maintained.

ARTICLE 34 - CAREER ADVANCEMENT

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

ARTICLE 35 - WEATHER EMERGENCIES

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

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

ARTICLE 36 - PERSONNEL FILES

§36.01 Access

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

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

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

§36.02 Review of Documents

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

attach the employee's memorandum to the document with a signed statement indicating that he/she does not concur.

§36.03 Removal of Documents

Records of disciplinary actions and all documents related thereto shall be removed from the personnel file two (2) years after the effective date of the discipline providing there are no intervening disciplinary actions during the two (2) year period for same or similar offenses, except that written reprimands and all documents related thereto shall be removed after one (1) year if there are no intervening disciplinary actions during the one (1) year period for same or similar offenses.

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

§36.04 Department of Administrative Services

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

ARTICLE 37 - UNIFORMS

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

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

ARTICLE 38 - JOB AUDITS AND APPEAL

A. New employees shall be provided a copy of their position description. When position descriptions are changed, employees

shall be furnished a copy and shall be allowed to comment and propose changes.

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

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

If the agency designee determines that the duties outlined in the grievance are being performed by the grievant, the agency designee will issue an award of monetary relief. If the duties are determined to be those contained in a classification with a lower pay range than that of the employee's current classification, then no monetary award will be issued. If the duties are determined to be those contained in a classification with a higher pay range than that of the employee's current classification, the monetary award will be in the amount of the difference between the grievant's regular hourly rate of pay and the hourly rate of pay (at the applicable step) of the higher classification. In no event shall the monetary award be retroactive prior to the date giving rise to the original grievance.

C. If the employee or the Union is not satisfied with the decision of the agency director, they may appeal the decision

to the Office of Collective Bargaining. This appeal must be filed within ten (10) calendar days of the employee's receipt of the agency director's decision.

D. After receipt of such grievance, the director of the Office of Collective Bargaining shall investigate and issue a decision within thirty (30) calendar days.

E. If it is determined that the grievant is performing duties not contained within his/her classification, the Director of the Office of Collective Bargaining shall direct the agency to immediately discontinue such assigned duties. The determination of a monetary award shall be in accordance with Section B above.

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

The parties shall schedule a hearing officer to determine if an employee was performing the duties contained in a classification which carries a higher pay range than the employee's current classification and for what period of time.

Present at the hearing shall be a union representative and a management representative who will present their arguments to the hearing officer. The hearing officer will issue a binding bench decision at the conclusion of the hearing, which will identify if the employee was working out of classification and for what period of time. The expenses of the hearing officer shall be borne equally by the parties. The decision of the hearing officer shall be final and binding.

ARTICLE 39 - CLASSIFICATION CHANGES

The Employer may create classifications, change the pay range of classifications, authorize advance step hiring if needed for recruitment problems or other legitimate reasons, and issue or

change specifications for each classification as needed. If any pay range is changed, then the Office of Collective Bargaining will negotiate the change with the Union. The Office of Collective Bargaining shall notify the Union at least thirty (30) days in advance of such action. The Union shall respond by the end of that thirty (30) days.

ARTICLE 40 - IMPLEMENTATION OF CLASSIFICATION MODERNIZATION STUDY Labor-Management Committee

In a continuing effort to accomplish the goals of the State's Classification Modernization Program, to incorporate a non-discriminatory job evaluation and wage determination system, and to recruit and retain professionals, a special Labor-Management Committee will be established, consisting of an equal number of Union and Employer representatives. The purpose of the committee will be to formulate rules and schedules for implementation of the findings of the classification modernization plan that covers the employees under this Agreement. The plans for implementation shall be within the share of the funds determined for this unit within the funds appropriated for the Class Modernization Study by the Ohio General Assembly.

ARTICLE 41 - SUB-CONTRACTING

The parties recognize that in the provision of State operated programs some work within the bargaining units will be performed by contract. The parties agree to establish a joint committee to review the currently existing contracts and reasons for such contracts.

Changes in State policy or methodology for delivering services

may result in the discontinuation of services or programs directly operated by the State.

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

In those cases where a service is sub-contracted due to difficulty of recruitment, the Employer shall attempt to convert the employee to Civil Service employment and shall attempt to fill such future vacancies with Civil Service employees before resorting to sub-contracting. The Employer further agrees to work with the Union through Agency Professional Committees to attempt to reduce the level of sub-contracting where feasible.

§41.01 Facility Closings/Service Elimination

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

A. Where individual facilities are closed or services eliminated, the provisions of Article 29 Layoff and Recall would apply;

B. Departments will seek to absorb all affected employees or help displaced workers obtain employment in other areas of the public sector;

C. A concerted effort will be made to relocate displaced employees within the framework of any new delivery system. Management will seek to involve the Union and any newly-created structure in a positive program for the hiring and possible retraining of any displaced employee;

D. In cooperation with the Union, the agencies will aggressively search for any available program assistance for the purpose of job training and/or placement. The joint efforts of the Union and management will closely examine all possible avenues for human resource assistance both in the public and private sectors.

§41.02 Supervisors/Managerial Employees

The State will make every effort to reach the goal of supervisors doing supervisory work and non-supervisory work done by

bargaining unit employees. The Employer and the Union will discuss any concerns about the ratio of supervisors to bargaining unit members.

§41.03 Volunteers

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

ARTICLE 42 - GENERAL PROVISIONS

§42.01 Orientation and Training

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

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

§42.02 Polygraph Tests

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

§42.03 Compensation for Damaged Personal Property

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

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

§42.04 Nursing Duties

In order to provide the necessary time to perform properly the duties of their job classification, registered nurses will not routinely be asked to assume responsibilities outside their

classification. Housekeeping duties, clerical duties, and other duties which can be and normally are performed by para-professional employees shall not be required of the registered nurse, other than in irregular or unusual circumstances.

ARTICLE 43 - WAGES

§43.01 - Definitions of Rates of Pay

Class base is the minimum hourly rate of the pay range for the classification to which the employee is assigned.

Step rate is the specific value within the pay range to which the employee is assigned.

Base rate is the employee's step rate plus longevity adjustments.

Regular rate is the base rate (which includes longevity) plus all applicable supplements.

Total rate is the regular rate plus shift differential, where applicable.

Notwithstanding any other provision of this Agreement, if these definitions lead to any reduction in pay, the previous application shall apply.

§43.02 - Schedule of Wage Increases

A. Effective with the pay period which includes July 1, 1989, all pay range steps shall be increased by four percent (4%).

RANGE	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05	STEP 06	STEP 07	PA 01	PA 02	PA 03
06	\$8.53	\$8.82	\$9.09	\$9.35	\$9.65	\$9.95	\$10.50	\$10.50	\$10.93	\$11.36
	\$682.40	\$705.60	\$727.20	\$748.00	\$772.00	\$840.00	\$840.00	\$840.00	\$874.40	\$908.80
	\$177.42	\$183.46	\$189.07	\$194.48	\$200.72	\$218.40	\$218.40	\$218.40	\$227.34	\$236.29
07	\$8.96	\$9.19	\$9.47	\$9.78	\$10.11	\$10.50	\$11.36	\$11.40	\$11.85	\$12.29
	\$716.80	\$735.20	\$757.60	\$782.40	\$808.80	\$840.00	\$840.00	\$912.00	\$948.00	\$983.20
	\$186.37	\$191.15	\$196.98	\$203.42	\$210.29	\$218.40	\$218.40	\$237.12	\$246.48	\$255.63
08	\$9.47	\$9.78	\$10.11	\$10.50	\$10.90	\$11.36	\$12.43	\$12.30	\$12.78	\$13.25
	\$757.60	\$782.40	\$808.80	\$840.00	\$872.00	\$908.80	\$984.00	\$984.00	\$1022.40	\$1060.00
	\$196.98	\$203.42	\$210.29	\$218.40	\$226.72	\$236.29	\$255.64	\$255.64	\$265.82	\$275.60
09	\$10.11	\$10.50	\$10.90	\$11.36	\$11.89	\$12.43	\$13.45	\$13.44	\$13.95	\$14.45
	\$808.80	\$840.00	\$872.00	\$908.80	\$951.20	\$994.40	\$1075.20	\$1075.20	\$1116.00	\$1156.00
	\$210.29	\$218.40	\$226.72	\$236.29	\$247.31	\$258.54	\$279.55	\$279.55	\$290.16	\$300.56
10	\$10.90	\$11.36	\$11.89	\$12.43	\$12.98	\$13.63	\$14.73	\$14.73	\$15.27	\$15.82
	\$872.00	\$908.80	\$951.20	\$994.40	\$1038.40	\$1090.40	\$1178.40	\$1178.40	\$1221.60	\$1265.60
	\$226.72	\$236.29	\$247.31	\$258.54	\$269.98	\$283.50	\$306.98	\$306.98	\$317.62	\$329.06
11	\$11.89	\$12.43	\$12.98	\$13.63	\$14.30	\$14.99	\$16.17	\$16.17	\$16.76	\$17.37
	\$951.20	\$994.40	\$1038.40	\$1090.40	\$1144.00	\$1198.20	\$1293.60	\$1293.60	\$1340.80	\$1389.60
	\$247.31	\$258.54	\$269.98	\$283.50	\$297.44	\$311.79	\$336.34	\$336.34	\$348.61	\$361.30
12	\$12.98	\$13.63	\$14.30	\$14.99	\$15.72	\$16.48	\$17.30	\$18.60	\$19.24	\$19.90
	\$1038.40	\$1090.40	\$1144.00	\$1199.20	\$1257.60	\$1318.40	\$1384.00	\$1488.00	\$1539.20	\$1592.00
	\$269.98	\$283.50	\$297.44	\$311.79	\$326.98	\$342.78	\$359.84	\$386.68	\$400.19	\$413.92

13	\$14.30	\$14.99	\$15.72	\$16.48	\$17.30	\$18.15	\$19.04	\$19.04	\$20.48	\$21.18	\$21.90
	\$1144.00	\$1199.20	\$1257.60	\$1318.40	\$1384.00	\$1452.00	\$1523.20	\$1523.20	\$1638.40	\$1694.40	\$1752.00
	\$29744	\$31179	\$32698	\$34278	\$35984	\$37752	\$39603	\$39603	\$42598	\$44054	\$45552
14	\$15.72	\$16.48	\$17.30	\$18.15	\$19.04	\$19.99	\$20.99	\$20.99	\$22.56	\$23.35	\$24.13
	\$1257.60	\$1318.40	\$1384.00	\$1452.00	\$1523.20	\$1599.20	\$1679.20	\$1679.20	\$1804.80	\$1868.00	\$1930.40
	\$32698	\$34278	\$35984	\$37752	\$39603	\$41579	\$43659	\$43659	\$46925	\$48568	\$50190
15	\$17.30	\$18.15	\$19.04	\$19.99	\$20.99	\$22.00	\$23.10	\$23.10	\$24.82	\$25.69	\$26.56
	\$1384.00	\$1452.00	\$1523.20	\$1599.20	\$1679.20	\$1760.00	\$1848.00	\$1848.00	\$1985.60	\$2055.20	\$2124.80
	\$35984	\$37752	\$39603	\$41579	\$43659	\$45760	\$48048	\$48048	\$51626	\$53435	\$55245
16	\$19.04	\$19.99	\$20.99	\$22.00	\$23.10	\$24.25	\$25.45	\$25.45	\$27.35	\$28.31	\$29.26
	\$1523.20	\$1599.20	\$1679.20	\$1760.00	\$1848.00	\$1940.00	\$2036.00	\$2036.00	\$2188.00	\$2264.80	\$2340.80
	\$39603	\$41579	\$43659	\$45760	\$48048	\$50440	\$52936	\$52936	\$56888	\$58885	\$60861

B. Effective with the pay period which includes July 1, 1990, all pay range steps shall be increased by four percent (4%).

RANGE	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05	STEP 06	STEP 07	STEP 07	PA 01	PA 02	PA 03
06	\$8.87	\$9.17	\$9.45	\$9.72	\$10.04				\$10.92	\$11.37	\$11.81
	\$709.60	\$733.60	\$756.00	\$777.60	\$803.20				\$873.60	\$909.60	\$944.80
	\$18450	\$19074	\$19656	\$20218	\$20883				\$22714	\$23650	\$24565
07	\$9.32	\$9.56	\$9.85	\$10.17	\$10.51	\$10.92			\$11.86	\$12.32	\$12.78
	\$745.60	\$764.80	\$788.00	\$813.60	\$840.80	\$873.60			\$948.80	\$985.60	\$1022.40
	\$19386	\$19885	\$20488	\$21154	\$21861	\$22714			\$24669	\$25626	\$26592

RANGE	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05	STEP 06	STEP 07	STEP 07	PA 01	PA 02	PA 03
08	\$9.85	\$10.17	\$10.51	\$10.92	\$11.34	\$11.81			\$12.79	\$13.29	\$13.78
	\$798.00	\$813.60	\$840.80	\$873.60	\$907.20	\$944.80			\$1023.20	\$1063.20	\$1102.40
	\$20488	\$21154	\$21861	\$22714	\$23587	\$24565			\$26603	\$27643	\$28662
09	\$10.51	\$10.92	\$11.34	\$11.81	\$12.37	\$12.93			\$13.98	\$14.51	\$15.03
	\$840.80	\$873.60	\$907.20	\$944.80	\$989.60	\$1034.40			\$1118.40	\$1160.80	\$1202.40
	\$21861	\$22714	\$23587	\$24565	\$25730	\$26894			\$29078	\$30181	\$31262
10	\$11.34	\$11.81	\$12.37	\$12.93	\$13.50	\$14.18			\$15.32	\$15.88	\$16.45
	\$907.20	\$944.80	\$989.60	\$1034.40	\$1080.00	\$1134.40			\$1225.60	\$1270.40	\$1316.00
	\$23587	\$24565	\$25730	\$26894	\$28080	\$29494			\$31866	\$33030	\$34216
11	\$12.37	\$12.93	\$13.50	\$14.18	\$14.87	\$15.59			\$16.82	\$17.43	\$18.06
	\$989.60	\$1034.40	\$1080.00	\$1134.40	\$1189.60	\$1247.20			\$1345.60	\$1394.40	\$1444.80
	\$25730	\$26894	\$28080	\$29494	\$30930	\$32427			\$34986	\$36254	\$37565
12	\$13.50	\$14.18	\$14.87	\$15.59	\$16.35	\$17.14			\$17.99	\$19.34	\$20.70
	\$1080.00	\$1134.40	\$1189.60	\$1247.20	\$1308.00	\$1371.20			\$1439.20	\$1547.20	\$1600.80
	\$28080	\$29494	\$30930	\$32427	\$34008	\$35651			\$40227	\$41621	\$43056
13	\$14.87	\$15.59	\$16.35	\$17.14	\$17.99	\$18.88			\$19.80	\$21.30	\$22.78
	\$1189.60	\$1247.20	\$1308.00	\$1371.20	\$1439.20	\$1510.40			\$1584.00	\$1704.00	\$1822.40
	\$30930	\$32427	\$34008	\$35651	\$37419	\$39270			\$44304	\$45822	\$47382
14	\$16.35	\$17.14	\$17.99	\$18.88	\$19.80	\$20.79			\$23.46	\$24.28	\$25.10
	\$1308.00	\$1371.20	\$1439.20	\$1510.40	\$1584.00	\$1663.20			\$1746.40	\$1876.80	\$1942.00
	\$34008	\$35651	\$37419	\$39270	\$41184	\$43243			\$48797	\$50502	\$52208
15	\$17.99	\$18.88	\$19.80	\$20.79	\$21.83	\$22.98			\$25.81	\$26.72	\$27.62
	\$1439.20	\$1510.40	\$1584.00	\$1663.20	\$1746.40	\$1830.40			\$2064.80	\$2137.80	\$2209.60
	\$37419	\$39270	\$41184	\$43243	\$45406	\$47590			\$53685	\$55578	\$57450

16	\$19.80	\$20.79	\$21.83	\$22.88	\$24.02	\$25.22	\$26.47	\$28.44	\$29.44	\$30.43
	\$1584.00	\$1663.20	\$1746.40	\$1830.40	\$1921.60	\$2017.60	\$2117.60	\$2275.20	\$2355.20	\$2434.40
	\$41184	\$43243	\$45406	\$47590	\$49962	\$52458	\$55058	\$59155	\$61235	\$63294

C. Effective with the pay period which includes July 15, 1991, all pay range steps shall be increased by four percent (4%).

RANGE	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05	STEP 06	STEP 07	PA 01	PA 02	PA 03
06	\$9.22	\$9.54	\$9.83	\$10.11	\$10.44			\$11.36	\$11.82	\$12.28
	\$737.60	\$763.20	\$786.40	\$808.80	\$835.20			\$908.80	\$945.60	\$982.40
	\$19178	\$19843	\$20446	\$21029	\$21715			\$23629	\$24586	\$25542
07	\$9.69	\$9.94	\$10.24	\$10.58	\$10.93	\$11.36		\$12.33	\$12.81	\$13.29
	\$775.20	\$795.20	\$819.20	\$846.40	\$874.40	\$908.80		\$986.40	\$1024.80	\$1063.20
	\$20155	\$20675	\$21299	\$22006	\$22734	\$23629		\$25646	\$26645	\$27643
08	\$10.24	\$10.58	\$10.93	\$11.36	\$11.79	\$12.28		\$13.30	\$13.82	\$14.33
	\$819.20	\$846.40	\$874.40	\$908.80	\$943.20	\$982.40		\$1064.00	\$1105.60	\$1146.40
	\$21299	\$22006	\$22734	\$23629	\$24523	\$25542		\$27664	\$28746	\$29806
09	\$10.93	\$11.36	\$11.79	\$12.28	\$12.86	\$13.45		\$14.54	\$15.09	\$15.63
	\$874.40	\$908.80	\$943.20	\$982.40	\$1028.80	\$1076.00		\$1163.20	\$1207.20	\$1250.40
	\$22734	\$23629	\$24523	\$25542	\$26749	\$27976		\$30243	\$31387	\$32510
10	\$11.79	\$12.28	\$12.86	\$13.45	\$14.04	\$14.75		\$15.93	\$16.52	\$17.11
	\$943.20	\$982.40	\$1028.80	\$1076.00	\$1123.20	\$1180.00		\$1274.40	\$1321.60	\$1368.80
	\$24523	\$25542	\$26749	\$27976	\$29203	\$30680		\$33134	\$34362	\$35589
11	\$12.86	\$13.45	\$14.04	\$14.75	\$15.46	\$16.21		\$17.49	\$18.13	\$18.78
	\$1028.80	\$1076.00	\$1123.20	\$1180.00	\$1236.80	\$1296.80		\$1399.20	\$1450.40	\$1502.40
	\$26749	\$27976	\$29203	\$30680	\$32157	\$33717		\$36379	\$37710	\$39062

RANGE	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05	STEP 06	STEP 07	PA 01	PA 02	PA 03
12	\$14.04	\$14.75	\$15.46	\$16.21	\$17.00	\$17.83	\$18.71	\$20.11	\$20.81	\$21.53
	\$1123.20	\$1180.00	\$1236.80	\$1296.80	\$1360.00	\$1426.40	\$1496.80	\$1608.80	\$1664.80	\$1722.40
	\$29203	\$30680	\$32157	\$33717	\$35360	\$37086	\$38917	\$41829	\$43285	\$44782
13	\$15.46	\$16.21	\$17.00	\$17.83	\$18.71	\$19.64	\$20.59	\$22.15	\$22.91	\$23.69
	\$1236.80	\$1296.80	\$1360.00	\$1426.40	\$1496.80	\$1571.20	\$1647.20	\$1772.00	\$1832.80	\$1895.20
	\$32157	\$33717	\$35360	\$37086	\$38917	\$40851	\$42827	\$46072	\$47653	\$49275
14	\$17.00	\$17.83	\$18.71	\$19.64	\$20.59	\$21.62	\$22.70	\$24.40	\$25.25	\$26.10
	\$1360.00	\$1426.40	\$1496.80	\$1571.20	\$1647.20	\$1729.60	\$1816.00	\$1952.00	\$2020.00	\$2098.00
	\$35360	\$37086	\$38917	\$40851	\$42827	\$44970	\$47216	\$50752	\$52520	\$54288
15	\$18.71	\$19.64	\$20.59	\$21.62	\$22.70	\$23.80	\$24.98	\$26.84	\$27.79	\$28.72
	\$1496.80	\$1571.20	\$1647.20	\$1729.60	\$1816.00	\$1904.00	\$1998.40	\$2147.20	\$2223.20	\$2297.60
	\$38917	\$40851	\$42827	\$44970	\$47216	\$49504	\$51958	\$55827	\$57803	\$59738
16	\$20.59	\$21.62	\$22.70	\$23.80	\$24.98	\$26.23	\$27.53	\$29.58	\$30.62	\$31.65
	\$1647.20	\$1729.60	\$1816.00	\$1904.00	\$1998.40	\$2098.40	\$2202.40	\$2366.40	\$2449.60	\$2532.00
	\$42827	\$44970	\$47216	\$49504	\$51958	\$54558	\$57262	\$61526	\$63690	\$65832

§43.03 - Initial Hires

Effective with the ratification of this Agreement, the eligibility date for movement to Step 2, or to the next succeeding step in the event of advanced step hiring, shall be one (1) year from the date of hire if performance has been satisfactory.

§43.04 - Promotions

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

§43.05 Stand-by Pay

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

§43.06 Call Back Pay

When an employee is called into work on other than his/her regularly scheduled day and shift, the employee will be paid a minimum of four (4) hours at his/her regular rate of pay, either at straight time or overtime in accordance with Article 24 Hours of Work and Overtime, if applicable.

§43.07 Shift Differential

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

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

1. Employees working on a holiday shall be entitled to a shift differential of fifty (\$.50) per hour for all hours worked after 5:00 p.m. when they work a shift where the majority of the hours are after 3:00 p.m. or before 7:00 a.m.

2. When an employee who regularly works a shift where shift differential is not paid, i.e., first shift, works a minimum of four (4) hours overtime between 3:00 a.m. and 7:00 a.m., that employee is entitled to shift differential for all overtime hours worked after 5:00 p.m.

Also, employees already receiving shift differential because of the shift they are assigned to, shall receive shift differential for overtime hours worked before 7:00 a.m.

This provision will not supersede present practice where shift differential is paid on other hours.

§43.08 Bilingual Pay Differential

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

§43.09 Risk Supplement

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

A. Arrest or transportation of parolees, probationers, or furlougees;

B. Enter a designated risk zone for the purpose of supervision or conducting of investigations.

§43.10 Professional Achievement Incentive Levels (PAIL)

A. Purpose

In order to recognize the unique professional status of these bargaining units and to encourage career development,

Professional Achievement Incentive Levels are established. PAIL shall become effective with the pay period that includes July 6, 1986.

B. Amount

The Professional Achievement Incentive Levels shall be expressed as three (3) levels added on the wage tables. The levels shall be computed as follows: Level 1 shall be ten percent (10%) of the class base added to the last step, Level 2 shall be fifteen percent (15%), and Level 3 shall be twenty percent (20%).

C. Eligibility

In order to obtain a professional achievement level an employee must have a total of ten (10) years of service in the bargaining unit as defined in Article 28 Seniority, for Level 1, fifteen (15) years for Level 2, and twenty (20) years for Level 3. Employees meeting the service requirements will ordinarily have served at least one (1) year in the last step of their pay range before advancing to the appropriate level. However, should an employee have the requisite service but not be in the final step, the employee shall receive the percentage in addition to his/her current rate of pay. When the employee reaches the last step then he/she will be placed at the appropriate PAI level and the percentage will be removed from the base. Employees with a PAI level who are promoted shall be placed at the level in accordance with the promotion rules in Section 43.07 of this article. In no case will an employee be placed in a level for which he/she does not meet the service requirements after the ratification of this Agreement. Effective with the pay period which includes July 15, 1991, the computation of PAIL shall be based upon state seniority instead of years of service in the bargaining unit.

D. Current Computation of Service

New employees shall attain a professional achievement level in accordance with Sections B and C of this article. Employees

currently employed shall have their current state service attainment computed for eligibility for a professional achievement level. If an employee has fewer than ten (10) years of service, the employee shall continue to receive the current longevity payment as expressed in Chapter 124 of the Ohio Revised Code. Employees with less than two (2) years of service will no longer be eligible for longevity payments. An employee who receives a PAI level shall no longer be eligible to receive a longevity supplement.

§43.11 Ohio Professional Excellence Recognition Award (OPERA)

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

§43.12 Child Care

The Employer intends to establish a dependent care spending account program allowing employees to deposit pre-tax income into a dependent care spending account.

Within one hundred eighty (180) days of the effective date of this Agreement, the Employer will conduct a study of the feasibility of instituting a dependent care spending account program; the program will be implemented in accordance with all applicable State and Federal statutes, rules, and regulations.

ARTICLE 44 - PHYSICIANS' PAY SCHEDULES

§44.01 Salary Level

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

Movement to the next salary level is available after three

(3) years service after initial hire or three (3) years after the last movement upon demonstration of satisfactory performance measured by the performance evaluation. When an agency judges a physician's work to be outstanding, the agency may offer movement to the next salary level after two (2) years service.

Initial hires with board certification in psychiatry shall be placed at level 2. Initial hires with Board eligibility in a psychiatric sub-specialty (children or forensic) shall be placed at Level 3. Initial hires with Board certification in a psychiatric sub-specialty (children or forensic) shall be placed at Level 4.

Physicians shall not be eligible for any supplements including longevity and Professional Achievement Incentive Levels.

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

Any board certified or board eligible psychiatrist affiliated with a medical school and designated by the school and the Ohio Department of Mental Health to supervise residents shall receive a three percent (3%) supplement for the time period engaged in such supervision.

§44.02 Physicians' Pay Tables

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

P1 - Psychiatrists;

P2 - Physician Specialists;

P3 - Physicians and Psychiatric Physicians.

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

Employees at the old levels 1, 2 and 3 of schedule P1 shall be assigned to the new level 1 of the pay range. Employees at old levels 4,5,6,7 and 8 shall be assigned to the new levels 2,3,4,5 and 6, respectively, of the pay range.

P1 - Psychiatrists

Levels	Annual Salary		
	As of 7/1/89	As of 7/1/90	As of 7/15/91
1	\$71,395	\$74,251	\$77,221
2	74,977	77,976	81,095
3	78,711	81,860	85,134
4	82,664	85,971	89,410
5	86,792	90,264	93,874
6	91,116	94,761	98,552

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

P2 - Physician Specialists

Levels	Annual Salary		
	As of 7/1/89	As of 7/1/90	As of 7/15/91
1	\$56,827	\$59,100	\$61,464
2	59,661	62,047	64,529
3	62,646	65,152	67,758
4	65,783	68,414	71,151
5	69,071	71,834	74,707
6	72,532	75,433	78,451
7	76,145	79,190	82,358
8	79,952	83,150	86,476

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

P3 - Physicians/Psychiatric Physicians

Levels	Annual Salary		
	As of 7/1/89	As of 7/1/90	As of 7/15/91
1	\$50,727	\$52,756	\$54,866
2	53,258	55,388	57,604
3	55,940	58,178	60,505
4	58,731	61,080	63,523
5	61,673	64,140	66,705
6	64,745	67,334	70,028
7	67,989	70,709	73,537
8	71,386	74,241	77,211

§44.03 On-Duty

Where the agency continues on duty coverage, the agency will offer on duty coverage to bargaining unit physicians. The agency will specify duties to be performed, e.g., making rounds, handling emergencies, etc.

On-Duty pay will be at the rate of twenty-four dollars (\$24) per hour for the term of this Agreement. In those institutions where the current compensation exceeds this rate, on-Duty pay will be offered at the current rate for the term of this Agreement. In these situations, if compensatory time is offered as part of the on duty compensation, the compensatory time must be used within one (1) year of its being earned.

§44.04 On-Call

Where on call coverage is utilized, the Department of Mental Health shall pay bargaining unit physicians at the rate of thirteen dollars (\$13) per hour and the Department of Mental Retardation and Developmental Disabilities shall pay at the rate of twelve dollars (\$12) per hour.

ARTICLE 45 - NO STRIKE/NO LOCKOUT

There shall be no strikes during the term of this Agreement.

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

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

ARTICLE 46 - SAVINGS CLAUSE

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

ARTICLE 47 - TERMINATION OF AGREEMENT

This Agreement shall be effective on June 12, 1989 and shall terminate at 11:59 p.m. on June 11, 1992.

ARTICLE 48 - COPIES OF THE AGREEMENT

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

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

FOR THE STATE OF OHIO

N. Eugene Brundige
N. Eugene Brundige
Deputy Director
Office of Collective Bargaining

David S. Norris
David S. Norris
Office of Collective Bargaining

Paul R. Breese
Paul R. Breese
Office of Collective Bargaining

Anton J. Naess
Anton J. Naess
Office of Collective Bargaining

Lou Kitchen
Lou Kitchen
Office of Collective Bargaining

John Tornes
John Tornes
Office of Collective Bargaining

Michael J. D'Arcy
Michael J. D'Arcy
Department of Health

Bethen Donagh
Bethen Donagh
Department of Youth Services

Joseph B. Shaver
Joseph Shaver
Department of Rehabilitation
and Corrections

George Nash
George Nash
Department of Mental Health

Sue Wolfe
Sue Wolfe
Department of Health

Ed Ostrowski
Ed Ostrowski, Department of
Mental Retardation and Devel-
opmental Disabilities

Chuck Frye
Chuck Frye
Department of Aging

Bruce Mrofka
Bruce Mrofka
Rehabilitation Services Comm.

Evan Harper
Evan Harper
Department of Development

Terry Riwinski
Terry Riwinski
Department of Human Services

Gretchen Green
Gretchen Green
Industrial Commission

Patrick McGory
Patrick McGory
Department of Youth Services

FOR THE OHIO HEALTH CARE EMPLOYEES UNION

Tom Woodruff
Tom Woodruff
President
District 1199 WV/KY/OH, SEIU

Walter Austin
Walter Austin
Cambridge Mental Health Center

Virginia Hollon
Virginia Hollon
Central Ohio Psychiatric
Hospital

Carolyn Murphy
Carolyn Murphy
Western Reserve Psychiatric
Hospital

Lee Wolin
Lee Wolin
Cleveland Psychiatric Inst.

Barb Carlton
Barb Carlton
Toledo Mental Health Center

Sam Curtis
Sam Curtis
Dayton Mental Health Center

Judy Creter
Judy Creter
Massillon State Hospital

Bob Callahan
Bob Callahan
Secretary-Treasurer
District 1199 WV/KY/OH, SEIU

Sue Fraser
Sue Fraser
Portsmouth Receiving Hospital

Dr. Mijo Zakman
Dr. Mijo Zakman
Central Ohio Psychiatric
Hospital

Kerri Schroeder
Kerri Schroeder
Sagamore Hills

Rose Walter
Rose Walter
Woodside Receiving Hospital

Shirley Tegethoff
Shirley Tegethoff
Oakwood Forensic Center

Gary Baumgardner
Gary Baumgardner
Fallsview Psychiatric Hospital

Martin Slavin
Martin Slavin
Rollmans Psychiatric Hospital

Glenda Watson
Glenda Watson
Lewis Center

Robert Fine
Bob Fine
Central Office/Support Svcs.

Beth Clarke
Beth Clarke
Rehabilitation Services Comm.

Bob Rhoads
Bob Rhoads
Rehabilitation Services Comm.

Joe Green
Joe Green
Rehabilitation Services Comm.

John Pretzlav
John Pretzlav
Rehabilitation Services Comm.

Barry Sutherland
Barry Sutherland
Department of Human Services

Mina Brooks
Mina Brooks
Department of Human Services

Jim Willis
Jim Willis
Millicreek

Al Thomas
Al Thomas
Rehabilitation Services Comm.

Sue Cooper
Sue Cooper
Rehabilitation Services Comm.

Diane Tobias
Diane Tobias
Rehabilitation Services Comm.

Celia Rogers
Celia Rogers
Rehabilitation Services Comm.

Ron Fankhauser
Ron Fankhauser
Rehabilitation Services Comm.

Tommie Suber
Tommie Suber
Department of Human Services

Phil Luckey
Phil Luckey
Department of Human Services

Joan Earle
Joan Earle
Department of Health

Alice Davis-Keil
Alice Davis-Keil
Department of Health

Bob Studzinski
Bob Studzinski
Department of Youth Services

Maria Margerivius
Maria Margerivius
Department of Youth Services

Kathy Robey
Kathy Robey
Rehabilitation and Corrections

Howard Westra
Howard Westra
Rehabilitation and Corrections

Alice Bickhart
Alice Bickhart
Ohio Veterans' Home

Wendy Arnold
Wendy Arnold
Adult Parole Authority

Kurt Haas
Kurt Haas
Department of Health

Seth Young
Seth Young
Department of Health

Bob Ferguson
Bob Ferguson
Department of Youth Services

Jerry Ferguson
Jerry Ferguson
Rehabilitation and Corrections

Wanita Sutton
Wanita Sutton
Rehabilitation and Corrections

Bob Luken
Bob Luken
Rehabilitation and Corrections

John Deck
John Deck
Adult Parole Authority

Terry Price
Terry Price
Adult Parole Authority

**APPENDIX A
BARGAINING UNIT CLASSIFICATIONS**

Beverly Goodson
Beverly Goodson
Adult Parole Authority

Carolyn Tidwell
Carolyn Tidwell
Adult Parole Authority

Fatica Ayers
Fatica Ayers
Dept. of Mental Retardation &
Developmental Disabilities

John Bocklage
John Bocklage
Dept. of Mental Retardation &
Developmental Disabilities

Jerry Courtney
Jerry Courtney
Dept. of Mental Retardation &
Developmental Disabilities

Ken Latham
Ken Latham
Industrial Commission

Bob Clunen
Bob Clunen
Industrial Commission

James Harris
James Harris
Adult Parole Authority

Laura Goldman
Laura Goldman
Dept. of Mental Retardation &
Developmental Disabilities

Ellen Paoletti
Ellen Paoletti
Dept. of Mental Retardation &
Developmental Disabilities

Helen E. Smith
Helen Smith
Dept. of Mental Retardation &
Developmental Disabilities

Don Davidson
Don Davidson
Dept. of Mental Retardation &
Developmental Disabilities

Beth Allen
Beth Allen
Industrial Commission

Sue Wolf
Sue Wolf
Athens Mental Health Center

**Classification
Number**

Classification Title

UNIT 11

21563	PHARMACY BOARD COMPLIANCE & ENFORCEMENT SPEC
30161	PUBLIC HEALTH NURSE CONSULTANT
30191	PUBLIC HEALTH NUTRITION SPEC
30261	INFECTIOUS DISEASE CONTROL SPEC
30331	HEALTH PLANNING SPECIALIST
30371	PSYCHIATRIC NURSING SERV COORD
42423	DIETITIAN
42424	DEITITIAN 2
42431	FOOD TECHNOLOGIST
44231	RESPIRATORY THERAPIST
44263	LIC PHYSICAL THER 1
44264	LIC PHYSICAL THER 2
44267	LIC PHYSICAL THER CONST
44271	LANG DEVELOP SPEC
44273	AUDIOLOGIST
44311	OCCUPATIONAL THERAPIST 1
44312	OCCUPATIONAL THERAPIST 2
65111	DENTIST 1
65112	DENTIST 2
65231	COMMUNICABLE DISEASE INVEST
65233	HEALTH EDUCATOR

65243 HEALTH PLANNING COOR
 65321 MEDICAL ASSISTANT
 65323 PODIATRIST
 65325 OPTOMETRIST
 65341 PHYSICIAN
 65343 PHYSICIAN SPECIALIST
 65344 PHYSICIAN RESIDENT
 65351 PHYCH PHYSICIAN
 65371 PSYCHIATRIST
 65381 PUBLIC HEALTH PHYSICIAN
 65411 PHARMACIST 1
 65412 PHARMACIST 2
 65416 PHARMACEUTICAL SPECIALIST
 65510 INTERIM NURSE
 65511 NURSE 1
 65512 NURSE 2
 65515 NURSE SUPV 1
 65516 NURSE SUPV 2
 65521 PSYCH NURSE 1
 65522 PSYCH NURSE 2
 65525 PHYCH NURSE SUPV 1
 65531 NURSE EDUCATOR 1
 65532 NURSE EDUCATOR 2
 65541 PUBLIC HEALTH NURSE
 65542 PUBLIC HEALTH NURSE SPE 1
 65543 PUBLIC HEALTH NURSE SPE 2
 65551 PEER REVIEW NURSE
 65561 INDUST REHAB NURSE
 65581 NURSE SPECIALIST
 65711 NUTRITION TECH
 65714 PUBLIC HEALTH NUTRITIONIST
 65721 PUBLIC HEALTH VISION CONST
 65723 PUBLIC HEALTH SPEECH PATH

65725 PUBLIC HEALTH AUDIOLOGIST
 65727 SPEECH, HEARING & VISION COORD
 65741 FACILITIES STANDARDS REP 1
 65742 FACILITIES STANDARDS REP 2
 65743 FACILITIES STANDARDS REP 3
 65751 DENTAL HEALTH EDUCATOR 1
 65752 DENTAL HEALTH EDUCATOR 2
 65753 DENTAL HEALTH EDUCATION
 SPEC
 65771 HEALTH FAC STAN REP 1
 65772 HEALTH FAC STAN REP 2
 65773 HEALTH FAC STAN REP 3
 83310 PSYCHOLOGY ASST
 83311 STAFF PSYCHOLOGIST 1
 83312 STAFF PSYCHOLOGIST 2
 83861 PHARMACOLOGIST
 86341 DENTAL HYGIENIST

UNIT 12

22111 YCC COUNSELOR
 22121 ENVIR EDUCATION INSTRUCTOR
 22161 CORPS DEVELOPMENT SPEC
 65571 VOLUNTEER CORR D 1
 65572 VOLUNTEER COORD 2
 65573 VOLUNTEER COORD 3
 69211 CHAPLAIN 1
 69212 CHAPLAIN 2
 69213 CHAPLAIN 3
 69311 SOCIAL SERVICES WORKER 1
 69312 SOCIAL SERVICES WORKER 2
 69313 SOCIAL SERVICES WORKER 3
 69314 SOCIAL SERVICES WORKER 4
 69410 CORRECTIONAL PROGRAM SPEC

69411 SOCIAL PROGRAM SPEC
 69412 SOCIAL PROGRAM COORD
 69413 SOCIAL PROGRAM DEV
 69421 YOUTH CLASS SPEC
 69431 CASE MANAGE SPEC 1
 69432 CASE MANAGE SPEC 2
 69441 DRUG PROGRAM CONSULT
 69451 RESIDENT LIAISON OFFICER
 69471 SOCIAL PROGRAM ANALY 1
 69472 SOCIAL PROGRAM ANALY 2
 69491 CLIENT ADVOCATE 1
 69611 VOCATIONAL HABILITATION
 SPEC 1
 69612 VOCATIONAL HABILITATION
 SPEC 2
 69671 WORKSHOP PROGRAM
 EVALUATOR
 69673 WORKSHOP PROG EVALUATOR
 SPEC
 69691 WORK ADJUSTMENT SPEC
 69711 SOCIAL COUNSELOR
 69721 VOC REHAB COUNS 1
 69722 VOC REHAB COUNS 2
 69723 VOC REHAB COUNS 3
 69724 VOC REHAB COUNS 4
 69731 REHAB PROGRAM SPEC 1
 69732 REHAB PROGRAM SPEC 2
 69770 INDUST REHAB WORK
 SIMULATOR
 69771 INDUST REHAB CONSULT
 69772 INDUST REHAB CAREER COUNS
 69773 INDUST REEMPLOY SPEC
 69781 INDUST REHAB VOC EVAL 1

69782 INDUST REHAB VOC EVAL 2
 69791 YOUTH REHAB SPEC 1
 69792 YOUTH REHAB SPEC 2
 69811 PAROLE OFFICER 1
 69812 PAROLE OFFICER 2
 69814 PAROLE REVIEW OFFICER
 69815 PAROLE SERV COORDINATOR
 69831 CORRECTION CLASS SPEC

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

APPENDIX B

LAYOFF JURISDICTIONS

Rehabilitation Services Commission - Eight (8) layoff jurisdictions based on eight (8) areas into which the Bureau of Vocational Rehabilitation has divided the State.

Department of Aging - Statewide

Department of Development - Statewide

Department of Health - Two (2) jurisdictions

- 1) Akron and Bowling Green
- 2) Columbus, Logan and Dayton

Department of Human Services - Two (2) jurisdictions

- 1) Columbus, Cincinnati District Offices, State Office Tower
- 2) Toledo, Cleveland, Akron

Department of Mental Health - five (5) jurisdictions

- 1) All children's facilities
- 2) Fallsview, Massillon, Woodside, CPI, Western Reserve
- 3) Oakwood, Toledo
- 4) Dayton, Rollman, Lewis
- 5) COPH, Portsmouth, Central Office, Athens, Cambridge

Department of Mental Retardation/Developmental Disabilities - Six (6) jurisdictions

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

Department of Youth Services - Two (2) jurisdictions

- 1) North: Maumee, Mohican, Indian River, Cleveland, Toledo, Akron, Cuyahoga Hills
- 2) South: Columbus, Dayton, Cincinnati, Athens, Scioto Village/

Riverview, Training Institute Central Ohio, Buckeye Youth Center/Training Center for Youth

Industrial Commission - Two (2) jurisdictions

- 1) Cambridge, Columbus, Cincinnati, Dayton, Portsmouth, Springfield
- 2) Cleveland, Youngstown, Akron/Canton, Toledo, Lima, Mansfield

Department of Rehabilitation and Correction

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

- 1) Cleveland
- 2) Columbus
- 3) Cincinnati
- 4) Lima
- 5) Akron

B. Institutions - Three (3) jurisdictions

- 1) North: Lima, Marion, Ohio State Reformatory, Ohio Reformatory for Women, Northeast Prerelease Center, Allen, Grafton, Lorain
- 2) Central: Orient, Pickaway, Southeastern Correctional Institution, London, Madison, Corrections Reception Center, Franklin County Prerelease Center
- 3) South: Lebanon, Chillicothe, Hocking, Southern Ohio Correctional Facility, Warren, Ross, Dayton

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

All Other Agencies - Statewide jurisdictions

APPENDIX C

OCCUPATIONAL INJURY LEAVE GUIDELINES

1. An employee of the Department of Mental Health, the Department of Mental Retardation and Developmental Disabilities, the Ohio Veterans' Home, the Ohio Veterans' Children's Home and Schools for the Deaf and Blind, Department of Rehabilitation and Correction, and the Department of Youth Services who suffers bodily injury inflicted by an inmate, patient, client, youth or student in the facilities of the above agencies shall be eligible for his/her regular rate of pay during the period he/she is disabled as a result of such injury but in no case to exceed nine hundred sixty (960) hours. This form of compensation shall be in the lieu of Workers' Compensation. The employee may apply for Workers' Compensation while he/she is receiving Occupational Injury Leave. Workers' Compensation may be received, if awarded, by the employee after the Occupational Injury Leave is exhausted.
2. Pay made regarding this leave shall not be charged to the employee's accumulation of sick leave credit.
3. Employees who think they are eligible for this type of leave may apply to their agency designee.
4. A statement of circumstances of the injury shall be filed with the Director of Administrative Services by the employee's appointing authority. This statement shall show conclusively that the injury was sustained in the line of duty and was inflicted by an inmate, patient, client, youth or student and did not result from accident or from misbehavior or negligence on the part of the employee. A statement by the injured employee recounting the circumstances of the injury shall accompany the appointing authority's statement.
5. The appointing authority shall also obtain and file with the Director of Administrative Services the report of a physician

designated by the Director of Administrative Services as to the nature and extent of the employee's injury.

6. The employee shall be obligated to receive necessary medical treatment and to return to active work status at the earliest time permitted by his/her attending physician.

7. An employee on Occupational Injury Leave shall be exempt from the accumulation of vacation leave credit and sick leave credit.

8. If an employee's injury or disability as covered by the above guidelines extends beyond nine hundred sixty (960) hours he/she shall immediately become subject to the sick leave provision of this contract.

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SIDE LETTERS TO THE CONTRACT

Between



**THE STATE OF OHIO
And**



**Ohio Health Care Employees Union
District 1199, WV/KY/OH
National Union of Hospital
and Health Care Employees, SEIU
AFL-CIO
1989-1992**



**Ohio Department of
Administrative Services**

375 S. HIGH STREET, 17TH FLOOR
COLUMBUS, OHIO 43215

OFFICE OF COLLECTIVE BARGAINING

March 3, 1986

Tom Woodruff, President
District 1199 WV/OH/KY
1313 East Broad Street, Suite 302
Columbus, Ohio 43205

Dear Mr. Woodruff:

Per our discussion of seniority for present employees of bargaining units 11 and 12, the State of Ohio agrees that seniority on the effective date of the collective bargaining agreement shall be based on the previous guidelines used in determining State service. These guidelines shall include the crediting of previous time after a break in service, if the employee was reinstated within one year of the break in service.

Sincerely,

Edward H. Seidler
EDWARD H. SEIDLER
Deputy Director

EHS/DSN/sm



**Ohio Department of
Administrative Services**

375 S. HIGH STREET, 17TH FLOOR
COLUMBUS, OHIO 43215

OFFICE OF COLLECTIVE BARGAINING

May 13, 1986

Tom Woodruff, President
District 1199 WV/KY/OH
Ohio Health Care Employees Union
1313 East Broad Street, #302
Columbus, Ohio 43215

Re: Office Space Side Letter

Dear Mr. Woodruff:

Per our discussions in negotiations, the State agrees to provide office space in institutions where space is currently provided to other labor organizations to be used for conducting union business.

Sincerely,

Edward H. Seidler
EDWARD H. SEIDLER
Deputy Director

EHS/DSN/sm



**Ohio Department of
Administrative Services**

375 S. HIGH STREET, 17TH FLOOR
COLUMBUS, OHIO 43215

OFFICE OF COLLECTIVE BARGAINING

May 14, 1986

Mr. Tom Woodruff, President
District 1199 WV/KY/OH
Ohio Health Care Employees Union
1313 East Broad Street
Columbus, Ohio 43215

Dear Mr. Woodruff:

The Departments of Mental Health and Mental Retardation and Developmental Disabilities will make every effort to have two (2) agency employees available at each residential work site. However, in certain circumstances due to an emergency, the operational demands of the facility, or circumstances which reasonably require a lesser number of agency employees available, one (1) may be present at a work site for a limited time.

Sincerely,

Edward H. Seidler
EDWARD H. SEIDLER
Deputy Director

EHS/sm



Ohio Department of
Administrative Services

375 S. HIGH STREET, 17TH FLOOR
COLUMBUS, OHIO 43215

OFFICE OF COLLECTIVE BARGAINING

April 21, 1986

Mr. Tom Woodruff, President
District 1199 WV/KY/OH
Ohio Health Care Employees Union
1313 East Broad Street, Suite 3102
Columbus, Ohio 43215

Dear Mr. Woodruff:

Our discussions of interim employees, the State agrees that interim employees shall be covered by all the terms and conditions of our agreement, except as modified specifically in the agreement. If an interim employee is full-time, he or she shall receive all benefits of a full-time employee and if part-time, all benefits of a part-time employee.

Sincerely,


EDWARD H. SEIDLER
Deputy Director

/DSN/am



Ohio Department of
Administrative Services

375 S. HIGH STREET, 17TH FLOOR
COLUMBUS, OHIO 43215

OFFICE OF COLLECTIVE BARGAINING

April 28, 1986

Mr. Tom Woodruff
President
District 1199 WV/KY/OH
Ohio Health Care Employees Union
1313 East Broad Street, #302
Columbus, Ohio 43215

Dear Mr. Woodruff:

Per our discussion regarding drivers for disabled employees, the Rehabilitation Services Commission will make a reasonable effort to ensure prompt payment to independent contractors who provide driver services to disabled employees.

Sincerely,


Edward H. Seidler,
Deputy Director

EHS:DSN:yam



**Ohio Department of
Administrative Services**

375 S. HIGH STREET, 17TH FLOOR
COLUMBUS, OHIO 43215

OFFICE OF COLLECTIVE BARGAINING

April 29, 1986

Tom Woodruff, President
District 1199 WV/KY/OH
Ohio Health Care Employees Union
1313 East Broad Street, Suite 302
Columbus, Ohio 43215

Re: Weapons Sideletter

Dear Mr. Woodruff:

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

Sincerely,

Edward H. Seidler
EDWARD H. SEIDLER
Deputy Director

EHS/sm

State of Ohio
Rehabilitation Services Commission



Robert L. Rebe, Administrator

June 12, 1989

Tom Woodruff, President
Ohio Health Care Employees Union
District 1199 WV/KY/OH
1313 East Broad Street, Suite 302
Columbus, Ohio 43215

Re: VRC Career Ladder

Dear Mr. Woodruff:

It is understood that any VRC 3 who was not reassigned to a VRC 4 on the last day of the prior contract will be reassigned to a VRC 4 at the point in time that they have nine (9) years experience as a VRC 2 or above with RSC or seven (7) years experience as a VRC 3 with RSC, plus licensure as a Licensed Professional Counselor by the Ohio Counselor and Social Worker Board and a graduate degree. These individuals must already be licensed and may attain a graduate degree in one of the following Human Services areas (i.e., Rehab Counseling, Psychology, Sociology, Special Education, Social Work, Nursing, Occupational or Physical Therapy, Pre-Med, Speech and Hearing, and Guidance and Counseling or any graduate counseling degree that leads to licensure). These individuals must apply to a graduate program within twelve (12) months after the effective date of the contract and must complete the graduate program by the end of the current contract. The Agency may consider an employee's request to extend the completion date beyond the current contract. The Agency acknowledges that such requests shall not be denied as long as the employee demonstrates consistent and reasonable effort towards completion of the graduate degree.

It is understood that employees who are currently enrolled as of June 11, 1989 in a graduate degree program in Guidance and Counseling will progress through the Career Ladder based on meeting the qualifications adopted in this Career Ladder. These employees will not have to take the four (4) courses listed in VRC 3 and VRC 4 classification as noted in this Career Ladder. It is also understood that employees who have completed a graduate degree in counseling that leads to licensure as a Licensed Professional Counselor by the Ohio Counselor and Social Worker Board during the prior contract will not have to take the four (4) courses listed in the VRC 3 and VRC 4 classification as noted in this Career Ladder. These employees must meet the other qualifications adopted in this Career Ladder.

Any current employees not covered by the above provisions or who have not been reassigned to a VRC 4 on the last day of the prior contract will be reassigned according to the minimum qualifications adopted in this Career

...serving Ohioans with disabilities

adder. It is also understood that any new hire will be reassigned according to the minimum qualifications adopted in this Career Ladder.

It is understood that all individuals who are hired as permanent full-time or permanent part-time VRC 1's after the effective date of this contract will serve a one (1) year probationary period. It is understood that permanent part-time status is prorated towards the probationary period and advancement in the Career Ladder. It is further understood that for the purpose of fulfilling the time requirement in the probationary period and Career Ladder the requirement is computed based on two thousand eighty (2080) active pay status hours per year. Upon successful completion of their probationary period VRC 1's will be assigned to VRC 2's. There will be no probationary period in the VRC VRC 3 or VRC 4 level.

It is further understood that the pay ranges for the VRC classification are as follows:

CLASSIFICATION	PAY RANGE
VRC 1	8
VRC 2	10
VRC 3	11
VRC 4	12

Assignment from the VRC 1 to subsequent levels will be automatic based on meeting the following minimum qualifications which have been adopted by the state.

VRC 1 - Bachelors degree (i.e., Psychology, Sociology, Special Education, Social Work/Welfare, and Speech and Hearing) or (e.g., bachelors degree Rehabilitation Counseling/Rehabilitation Education or comparable rehabilitation field) or a graduate degree in Counseling that leads to licensure as a Licensed Professional Counselor by the Ohio Counselor and Social Worker Board.

VRC 2 - (Work Evaluator) - Bachelors degree (i.e., Work Evaluation, Psychology, Sociology, Special Education, Social Work/Welfare, Occupational Therapy, and Speech and Hearing) or (e.g., bachelors degree Rehabilitation Counseling/Rehabilitation Education or comparable rehabilitation field) or a graduate degree in Counseling that leads to licensure as a Licensed Professional Counselor by the Ohio Counselor and Social Worker Board. One course in work evaluation techniques, tests and measurements (or 1 month experience); 100 hours training in interpretation of work evaluation tests and measurements (or 1 month experience); 100 hours training in principles and techniques of motivation, worker traits and characteristics (or 1 month experience).

VRC 3 - (Rehabilitation Teacher) - Bachelors degree (i.e., Psychology, Sociology, Special Education, Social Work/Welfare, Occupational Therapy, Speech and Hearing) or (e.g., bachelors degree Rehabilitation Counseling/Rehabilitation Education or comparable rehabilitation field) or a graduate degree in Counseling that leads to licensure as a Licensed Professional Counselor by the Ohio Counselor and Social Worker Board. Three courses in interviewing (or 3 months experience); 3 courses in selection and appraisal techniques (or 3 months experience); 1 course in

teaching theories and techniques for visual and/or physically handicapped (or 1 month experience); 1 course in public relations (or 1 month experience); 300 hours training in nature and implications of physical and mental disability (or 3 months experience); 300 hours training in use of adaptive devices for visual and/or physically handicapped (or 3 months experience); 300 hours training in homemaking skills (or 3 months experience). May require 100 hours training in typing (or 1 month experience); 100 hours training in crafts (or 1 month experience); or 100 hours training in operating household appliances (or 1 month experience) if position involves training of clients in these areas.

VRC 4 - (Employer Services Specialist) - Bachelors degree (i.e., Psychology, Sociology, Special Education, Social Work/Welfare, and Speech and Hearing) or (e.g., bachelors degree Rehabilitation Counseling/Rehabilitation Education or comparable rehabilitation field) or a graduate degree in Counseling that leads to licensure as a Licensed Professional Counselor by the Ohio Counselor and Social Worker Board; plus 3 courses in Public Relations (or 3 months experience); 600 hours training in labor and worker compensation laws and regulations (or 6 months experience); 300 hours training in occupational and labor market information (or 3 months experience); 100 hours training in job seeking skills (or 1 month experience).

VRC 2 - Bachelors degree (i.e., Psychology, Sociology, Special Education, Social Work/Welfare, and Speech and Hearing) or (e.g., bachelors degree Rehabilitation Counseling/Rehabilitation Education or comparable rehabilitation field) or a graduate degree in Counseling that leads to licensure as a Licensed Professional Counselor by the Ohio Counselor and Social Worker Board and one (1) year experience as a VRC 1 with RSC.

VRC 3 - (Work Evaluator) - Bachelors degree (i.e., Work Evaluation, Psychology, Sociology, Special Education, Social Work/Welfare, Occupational Therapy, and Speech and Hearing) or (e.g., bachelors degree Rehabilitation Counseling/Rehabilitation Education or comparable rehabilitation field) or a graduate degree in Counseling that leads to licensure as a Licensed Professional Counselor by the Ohio Counselor and Social Worker Board and one (1) year experience as a VRC 1 with RSC; 1 course in work evaluation techniques, tests and measurements (or 1 month experience); 100 hours training in interpretation of work evaluation tests and measurements (or 1 month experience); 100 hours training in principles and techniques of motivation, worker traits and characteristics (or 1 month experience).

VRC 4 - (Rehabilitation Teacher) - Bachelors degree (i.e., Psychology, Sociology, Special Education, Social Work/Welfare, Occupational Therapy, and Speech and Hearing) or (e.g., bachelors degree Rehabilitation Counseling/Rehabilitation Education or comparable rehabilitation field) or a graduate degree in Counseling that leads to licensure as a Licensed Professional Counselor by the Ohio Counselor and Social Worker Board and one (1) year experience as a VRC 1 with RSC; 3 courses in interviewing (or 3 months experience); 3 courses in evaluation and appraisal techniques (or 3 months experience); 1 course in teaching theories and techniques for visual and/or physically handicapped (or 1 month experience); 1 course in public relations (or 1 month experience); 300 hours training in nature and implications of physical and mental disability (or 3 months experience); 300 hours training in use of

adaptive devices for visual and/or physically handicapped (or 3 months experience); 300 hours training in homemaking skills (or 3 months experience). May require 100 hours training in typing (or 1 month experience); 100 hours training in crafts (or 1 month experience); or 100 hours training in operating household appliances (or 1 month experience) if position involves training of clients in these areas.

VRC 2 - (Employer Services Specialist) - Bachelors degree (i.e., Psychology, Sociology, Special Education, Social Work/Welfare, and Speech and Hearing Therapy), or (e.g., bachelors degree Rehabilitation Counseling/Rehabilitation Education that leads to licensure as a Licensed Professional Counselor by the Ohio Counselor and Social Worker Board and one (1) year experience as a VRC 1 with RSC; 3 courses in public relations (or 3 months experience); 600 hours training in labor and worker compensation laws and regulations (or 6 months experience); 300 hours training in occupation and labor market information (or 3 months experience); 100 hours training in job seeking skills (or 1 month experience).

VRC 3 - Graduate degree in Rehabilitation Counseling or a graduate degree which is accepted for licensure as a Licensed Professional Counselor by the Ohio Counselor and Social Worker Board plus four (4) graduate level courses from a Rehabilitation Counseling Program. There are six (6) subject areas in which the four courses may be selected from. They are: (1) History and Philosophy of Rehabilitation and Legislation Affecting Disabled Persons, (2) Medical Aspects of Disabilities in Functional Limitations of Disabilities, (3) The Organizational Structure of the Vocational Rehabilitation System, (4) Theories, Methods and Practices of Career Development, (5) Utilization of Occupation Information and Labor Market Trends and (6) The Requirements and Characteristics of Job Analysis and Job Modification, plus licensure as a Licensed Professional Counselor, and two (2) years experience as a VRC 2 with RSC. It is understood that if any of the courses from the six (6) subject areas were taken in the graduate training then the employee does not have to substitute or retake the course. An employee will have the right to petition RSC to substitute another course from the graduate Rehabilitation Counseling Program.

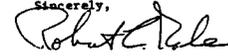
VRC 3 - (Work Evaluator) - (Employer Services Specialist) - (Rehabilitation Teacher) - Graduate degree in Rehabilitation Counseling or a graduate degree which is accepted for licensure as a Licensed Professional Counselor by the Ohio Counselor and Social Worker Board plus four (4) graduate level courses from a Rehabilitation Counseling Program. There are six (6) subject areas in which the four courses may be selected from. They are: (1) History and Philosophy of Rehabilitation and Legislation Affecting Disabled Persons, (2) Medical Aspects of Disabilities in Functional Limitations of Disabilities, (3) The Organizational Structure of the Vocational Rehabilitation System, (4) Theories, Methods and Practices of Career Development, (5) Utilization of Occupation Information and Labor Market Trends and (6) The Requirements and Characteristics of Job Analysis and Job Modification, plus licensure as a Licensed Professional Counselor, and 2 years experience as a VRC 2 with RSC. It is understood that if any of the courses from the six (6) subject areas were taken in the graduate training then the employee does not have to substitute or retake the course. An employee will have the

right to petition RSC to substitute another course from the Graduate Rehabilitation Counseling Program.

VRC 4 - Graduate degree in Rehabilitation Counseling or a degree which is accepted for licensure as a Licensed Professional Counselor by the Ohio Counselor and Social Worker Board, plus four (4) graduate level courses from a Rehabilitation Counseling Program. There are six (6) subject areas in which the four courses may be selected from. They are: (1) History and Philosophy of Rehabilitation and Legislation Affecting Disabled Persons, (2) Medical Aspects of Disabilities in Functional Limitations of Disabilities, (3) The Organizational Structure of the Vocational Rehabilitation System, (4) Theories, Methods, and Practices of Career Development, (5) Utilization of Occupation Information and Labor Market Trends and (6) The Requirements and Characteristics of Job Analysis and Job Modification, plus licensure as a Licensed Professional Counselor, and seven (7) years experience as a VRC 3 with RSC. It is understood that if any of the courses from the subject areas were taken in the graduate training then the employee does not have to substitute or retake the course. An employee will have the right to petition RSC to substitute another course from the graduate Rehabilitation Counseling Program.

VRC 4 - (Work Evaluator) - (Rehabilitation Teacher) - (Employer Services Specialist) - Graduate degree in Rehabilitation Counseling or a graduate degree which is accepted for licensure as a Licensed Professional Counselor by the Ohio Counselor and Social Worker Board, plus four (4) graduate level courses from a Rehabilitation Counseling Program. There are six (6) subject areas in which the four courses may be selected from. They are: (1) History and Philosophy of Rehabilitation and Legislation Affecting Disabled Persons, (2) Medical Aspects of Disabilities in Functional Limitations of Disabilities, (3) The Organizational Structure of the Vocational Rehabilitation System, (4) Theories, Methods, and Practices of Career Development, (5) Utilization of Occupation Information and Labor Market Trends and (6) The Requirements and Characteristics of Job Analysis and Job Modification, plus licensure as a Licensed Professional Counselor, and seven (7) years experience as a VRC 3 with RSC. It is understood that if any of the courses from the subject area were taken in the graduate training then the employee does not have to substitute or retake the course. An employee will have the right to petition RSC to substitute another course from the graduate Rehabilitation Counseling Program.

Sincerely,



Robert L. Rabe
Administrator



**Ohio Department of
Administrative Services**
OFFICE OF COLLECTIVE BARGAINING
65 E. STATE STREET, 16TH FLOOR
COLUMBUS, OHIO 43215

RICHARD F. CELESTE, GOVERNOR

April 14, 1989

Tom Woodruff, President
Ohio Health Care Employees Union
District 1199 WV/KY/OH
1313 East Broad Street, Suite #302
Columbus, OH 43205

Dear Mr. Woodruff:

It is understood that for the classification of Correctional Program Specialist, 69321, a pay supplement shall be awarded to those employees possessing a Masters Degree in Social Work. For current employees who do not have a Masters Degree in Social Work, but were formerly classified as a Social Service Worker 2 or 3, the supplement shall also be paid. The supplement shall be the equivalent of the difference between pay range 09 and 10.

Sincerely,

N. Eugene Brundige
N. Eugene Brundige
Deputy Director

NEB/MP/sw



**Ohio Department of
Administrative Services**
OFFICE OF COLLECTIVE BARGAINING
85 E. STATE STREET, 16TH FLOOR
COLUMBUS, OHIO 43215

RICHARD F. CELESTE, GOVERNOR

April 14, 1989

Tom Woodruff, President
Ohio Health Care Employees Union
District 1199 WV/KY/OH
1313 East Broad Street, Suite #302
Columbus, OH 43215

Dear Mr. Woodruff:

The Departments of Health and Human Services agree to discuss at the Agency Professional Committee meetings the issue of providing annual eye exams or reducing the number of hours of work at video display terminals for those 1199 bargaining unit employees that regularly work a majority of their workdays at video display terminals.

Sincerely,

N. Eugene Brundige
N. Eugene Brundige
Deputy Director

NEB/sw



**Ohio Department of
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85 E. STATE STREET, 16TH FLOOR
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RICHARD F. CELESTE, GOVERNOR

April 14, 1989

Tom Woodruff, President
Ohio Health Care Employees Union
District 1199 WV/KY/OH
1313 East Broad Street, Suite #302
Columbus, OH 43215

Dear Mr. Woodruff:

The Department of Rehabilitation and Correction recognizes that the federal model for providing coverage under unit management is not the only method available to operate successfully. The Department of Rehabilitation and Correction will give serious consideration to modifying the federal model, and is committed to studying what some institutions have already done. Once the study is completed, a recommendation will be made to all institutions in order to maintain a consistent approach to how unit coverage is provided. Such study and recommendation will be completed within 90 days after the effective date of the Agreement.

Sincerely,

N. Eugene Brundige
N. Eugene Brundige
Deputy Director

NEB/sw



**Ohio Department of
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OFFICE OF COLLECTIVE BARGAINING
65 E. STATE STREET, 16TH FLOOR
COLUMBUS, OHIO 43215

RICHARD F. CELESTE, GOVERNOR



**Ohio Department of
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COLUMBUS, OHIO 43215

RICHARD F. CELESTE, GOVERNOR

April 14, 1989

Tom Woodruff, President
Ohio Health Care Employees Union
District 1199 WV/KY/OH
1313 East Broad Street, Suite #302
Columbus, OH 43215

Dear Mr. Woodruff:

The management of the Adult Parole Authority herein expresses its intent to recommend to the Department of Administrative Services a career ladder concept for those individuals in the Parole Officer classification series at the conclusion of negotiations with the Ohio Health Care Employees Union, District 1199. If these recommendations are approved by the Department of Administrative Services, the details of the career ladder as described herein shall be implemented. Any disagreement regarding implementation may be discussed in the classification modernization implementation committee.

Sincerely,

N. Eugene Brundige
N. Eugene Brundige
Deputy Director

NEB/JS/sw

April 14, 1989

Tom Woodruff, President
Ohio Health Care Employees Union
District 1199 WV/KY/OH
1313 East Broad Street, Suite #302
Columbus, OH 43215

Dear Mr. Woodruff:

The Rehabilitation Services Commission agrees to the establishment of eight (8) area professional committees. In the Cleveland, Columbus and Cincinnati areas, the area professional committee will consist of four (4) members from management and four (4) members from labor. In all other areas the committee will consist of three (3) members each. The area committees will meet two (2) times per year. More or less than two (2) meetings per year must be mutually agreed to by the parties. The agenda for the meeting must be mutually agreed to by the parties in advance and consist of local issues.

In the Camera Center and the Walker Center of the Industrial Commission, there shall be at least two (2) professional committee meetings per year.

Sincerely,

N. Eugene Brundige
N. Eugene Brundige
Deputy Director

NEB/DSN/sw



**Ohio Department of
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OFFICE OF COLLECTIVE BARGAINING
85 E. STATE STREET, 16TH FLOOR
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RICHARD F. CELESTE, GOVERNOR

April 14, 1989

Tom Woodruff, President
Ohio Health Care Employees Union
District 1199 WV/KY/OH
1313 East Broad Street, Suite #302
Columbus, OH 43215

Dear Mr. Woodruff:

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

Sincerely,

N. Eugene Brundige

N. Eugene Brundige
Deputy Director

NEB/sw



**Ohio Department of
Administrative Services**
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85 E. STATE STREET, 16TH FLOOR
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RICHARD F. CELESTE, GOVERNOR

April 14, 1989

Tom Woodruff, President
Ohio Health Care Employees Union
District 1199 WV/KY/OH
1313 East Broad Street, Suite #302
Columbus, OH 43205

Dear Mr. Woodruff:

The Rehabilitation Services Commission shall not utilize medical personnel under contract to the Commission to medically test members of the bargaining units.

Sincerely,

N. Eugene Brundige

N. Eugene Brundige
Deputy Director

NEB/DSN/sw



**Ohio Department of
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OFFICE OF COLLECTIVE BARGAINING
65 E. STATE STREET, 16TH FLOOR
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RICHARD F. CELESTE, GOVERNOR

April 14, 1989

Tom Woodruff, President
Ohio Health Care Employees Union
District 1199 WV/KY/OH
1313 East Broad Street, Suite #302
Columbus, OH 43215

Dear Mr. Woodruff:

This will confirm the intention of the State of Ohio to review the State's current disability program.

The purpose of the study will be the examination of the program's administrative procedures and operational criteria. This is to include review of the program's time frames and waiting period, standards, rates of compensation, maintenance of benefits, and the issue of light duty.

It is our further intention that the results of this study shall be presented to an inter-union committee expressly formed to review and comment on the study's results. Upon the completion of this committee's duties, the study and the appended comments will be forwarded to the appropriate administrative and/or legislative agents for their consideration of what policy action must be taken.

Sincerely,

N. Eugene Brundige

N. Eugene Brundige
Deputy Director

NEB/SW



**Ohio Department of
Administrative Services**
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65 E. STATE STREET, 16TH FLOOR
COLUMBUS, OHIO 43215

RICHARD F. CELESTE, GOVERNOR

April 14, 1989

Tom Woodruff, President
Ohio Health Care Employees Union
District 1199 WV/KY/OH
1313 East Broad Street, Suite #302
Columbus, OH 43205

Dear Mr. Woodruff:

This is to confirm our understanding that no employee in a bargaining unit represented by District 1199, Ohio Health Care Employees Union shall be medically tested by another 1199 bargaining unit employee.

Sincerely,

N. Eugene Brundige

N. Eugene Brundige
Deputy Director

NEB/DSN/sw