Auditor of State Dave Yost

Collective Bargaining Agreement Between the:

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STATE EMPLOYMENT RELATIONS BOARD
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Auditor of State of Ohio
Dave Yost

And

Ohio Civil Service Employees Association
Local 11, AFL-CIO

2013 - 2015

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This Agreement is made between the Auditor of State, (hereinafter referred to as the Employer) and the Ohio Civil Service Employees Association, Local 11, AFSCME, AFL-CIO, (hereinafter referred to as the Union).

ARTICLE 1 – RECOGNITION

1.01 - Exclusive Representation

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters pertaining to wages, hours and other terms and conditions of employment for all full-time part-time and intermittent employees in the classifications listed in Appendix A. Any classifications added to the units shall be added to the Appendix.

The Employer will not negotiate with any other union or employee organization on matters pertaining to wages, hours and other terms or conditions of employment. The Employer shall not permit dues deductions for another organization purporting to represent employees on these matters, or negotiate with employees over wages, hours and other terms and conditions of employment.

1.02 - Inclusion/Exclusion of New Classifications

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

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

1.03 - Bargaining Unit Work

Supervisors shall only perform bargaining unit work to the extent that they have previously performed such work. During the life of this Agreement, the amount of bargaining unit work done by supervisors shall not increase, and the Employer shall make every reasonable effort to decrease the amount of bargaining unit work done by supervisors. In addition, supervisory employees shall only do bargaining unit work under the following circumstances: in cases of emergency; when necessary to provide break and/or lunch relief; to instruct or train employees; to demonstrate the proper method of accomplishing the tasks assigned; to avoid mandatory overtime; to allow the release of employees for Union or other approved activities; to provide coverage for absent employees; or when the classification specification or position description provides that the supervisor does, as a part of his/her job, some of the same duties as rank and file employees.

Except in emergency circumstances, overtime opportunities for work normally performed by bargaining unit employees shall first be offered to those unit employees who normally perform the work before it may be offered to non-bargaining unit employees. Further, it is the intent of the Employer in the creation and study of classifications to differentiate between supervisors and persons doing bargaining unit work. Whenever possible, such new and revised classification will exclude supervisors from doing bargaining unit work.

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

ARTICLE 2 - NON-DISCRIMINATION

2.01 - Non-Discrimination

Neither the Employer nor the Union shall discriminate in a way inconsistent with the laws of the United States and the State of Ohio on the basis of race, sex, creed, color, religion, age, national origin, political affiliation, disability or sexual orientation. The Employer shall prohibit sexual harassment and take action to eliminate sexual harassment in accordance with Section 4112 of the Ohio Revised Code, and Section 703 of Title VII of the Civil Rights Act of 1964 (as amended). Neither the Employer nor the Union shall solicit bargaining unit employees during working hours to make political contributions or to support any political candidate, party or issue. An employee may request that he/she be placed in the unclassified service from the classified service. Such request shall not be unreasonably denied. The Employer may undertake reasonable accommodation to fulfill or ensure compliance with the Americans with Disabilities Act (ADA). Prior to establishing reasonable accommodation which adversely affects rights established under this Agreement, the Employer will discuss the matter with the Labor/Management Committee.

2.02 - Agreement Rights

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

2.03 – Equal Employment Opportunity/Affirmative Action

To the extent permitted by law the Employer and the Union agree to work jointly to implement positive and aggressive equal employment opportunity affirmative action programs to prevent discrimination and to ensure equal opportunity in the application of this Agreement.

ARTICLE 3 - UNION RIGHTS

3.01 – Access

It is agreed that the Employer shall grant reasonable access to stewards, professional union representatives and local officers, defined to include President and designated Vice President, for the purpose of administering this Agreement. The parties may mutually agree to recognize other representatives if deemed necessary. The Employer may provide a representative to accompany a non-employee union representative where security considerations do not allow non-employee access.

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

3.02 - Stewards

The Employer agrees to recognize a reasonable number of local stewards as designed by the Union. Stewards and local officers as defined above shall be allowed a reasonable amount of time away from their regular duties to administer the Agreement in their respective jurisdictional areas, after giving reasonable notice to their supervisor. Stewards and local chapter officers shall not leave their regular duties or work to administer the contract without first notifying and making mutual arrangements with their supervisor or designee as well as the supervisor of any unit to be visited. Such time shall not be unreasonably denied. The Union will notify the Director of Human Resources in writing of the names of chapter officers employee stewards designated prior to the steward assuming any duties.

The notice and mutual arrangement requirements described above shall also apply to contract administration activities conducted via the Auditor's Office telephone or e-mail systems.

No steward or chapter officer, as defined above, may participate in contract administration activities with the Employer while on any form of extended leave (paid or unpaid) including but not limited to disability, FMLA, or workers'compensation.

It is understood that the release of stewards is for contract administration purposes. Reasonable diligence will be exercised by stewards in performing their duties so that they do not interfere with the operational needs of the Employer.

3.03- Meeting Space

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

3.04- Bulletin Boards

The Employer shall provide a reasonable number of bulletin boards for the use of the Union. The items posted shall not be political, partisan or defamatory.

3.05- Mail Service

The Union shall be permitted to use the Employer's mail system. This usage shall be limited to matters that involve the Union and the Employer. It is not to be used for the purpose of mass mailings to membership and/or bargaining unit employees. The Employer agrees not to open employee union mail. Where security is of concern, the mail shall be opened in the presence of the addressee.

3.06- Orientation

The Union shall be permitted to make a presentation to new employees regarding itself. If applicable, this presentation shall be made once a month on a set day designated by the Employer.

3.07- Information Provided to the Union

The Employer will provide to the Union a monthly listing of all approved personnel actions involving bargaining unit employees. The Employer agrees to furnish the appropriate union representatives a quarterly seniority list. The respective lists will include the employee's name, and Auditor of State seniority. The Employer will furnish tables of organization as prepared from time to time.

3.08 - Printing of Contracts

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

3.09 - Union Leave

A reasonable number (based on operational needs) of local union representatives at any one time shall be allowed time off without pay for union business such as state or area-wide union committee meetings or state or international conventions, provided such representative shall give at least fourteen (14) day notice to his/her supervisor and the Director of Human Resources of such absence.

3.10 - Union Leaves of Absence

Upon request the Employer shall grant an unpaid Leave of Absence for one (1) year for a full-time Auditor's Office employee serving as a permanent paid Union employee upon request, the Employer shall grant a full-time unpaid leave of absence for not more than four (4) years for a full-time Auditor of State employee if the employee is elected to the Statewide Union Office of President.

Unpaid Union leaves as described in this section shall not be granted to the same employee more frequently than two years from the date of return from a previous unpaid union leave. Employees returning from a Union leave of absence shall be reinstated to a position in their former classification, if a vacancy exists. If a vacant position is not available then the employee may be placed in a position of a lower classification. Employees on Union leave pursuant to this section shall not accrue paid leaves or seniority and shall not be eligible for paid benefits provided by this agreement.

ARTICLE 4 – CHECKOFF

4.01 - Dues Deduction

The Employer will deduct biweekly membership dues payable to the Union upon receipt of a voluntary written individual authorization from any bargaining unit employee on a form mutually agreed to by the Union and the Employer. The Employer will also deduct biweekly voluntary contributions to the Union ' s political action committee upon receipt of a voluntary written individual authorization from any bargaining unit employee on a form mutually agreed to by the Union and the Employer.

During the term of this Agreement the Union may, from time to time, request to deduct union fees or contributions to union-sponsored benefit programs. The Employer will not unreasonably withhold approval. Employees recalled from temporary or seasonal layoff or returning from leave of absence shall resume payroll deduction of dues or fair share fees, commencing the first pay period of work.

4.02 - Indemnification

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

4.03 - Fair Share Fee

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

When an employee enters the bargaining unit for any reason, the Employer shall notify the employee of this Article and provide the employee the appropriate deduction forms. Fair share fees shall begin after sixty (60) days of service. Membership dues shall be deducted immediately upon receipt of a written authorization from the employee.

4.04 - Maintenance of Membership

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

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 - Management Rights

Except to the extent expressly abridged only by the specific articles and sections of this Agreement, the Employer reserves, retains, and possesses, solely and exclusively, all the inherent rights and authority to manage and operate its facilities and programs. Such rights shall be exercised in a manner which is not inconsistent with this Agreement. The sole and exclusive rights and authority of the Employer include specifically, but are not limited to, the rights listed in the Ohio Revised Code Section 4117.08 (C) numbers 1-9.

ARTICLE 6 - PROBATIONARY EMPLOYEES

6.01 - Probationary Periods

All newly hired and promoted employees shall serve a probationary period. The probationary period shall be either one hundred twenty (120) days or one hundred eighty (180) days dependent upon the length that exists for the classification at the effective date of this Agreement. Probationary employees may be removed at any time during their probationary period and will have no right to appeal or grieve a probationary removal.

6.02 - Extension of Probationary Period

An employee ' s probationary period may be extended by a period equal to employee leaves of fourteen (14) consecutive calendar days or longer, except for approved periods of vacation leave. Except as provided in this section the employer will not modify the duration of a probationary

period of a classification (s) without mutual consent. An initial probationary employee shall have no seniority until he/she completes the probationary period. Upon the completion of probation he/she will acquire seniority from his/her date of hire.

ARTICLE 7 - NONPERMANENT EMPLOYMENT

7.01 - Temporary Positions

Temporary positions are those positions in which work is of a temporary nature and a specified duration, not to exceed sixty (60) days.

7.02 - Interim Employees

Interim positions are those positions in which the work is of a temporary nature and the duration is fixed by the length of absence of an employee on an approved leave of absence. The duration of interim positions shall not exceed sixty (60) days plus the length of the leave of absence.

7.03 - Seasonal Employees

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

7.04 - Salaries of Temporary and Interim Positions

Salaries for temporary and interim positions shall be equal to the hourly rate received by permanent employees in the same job classification with the same length of service.

7.05 - Seasonal, Interim and Temporary Overtime

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

7.06 – Intermittent Employees

Intermittent positions are those positions in classifications covered by this agreement which do not exceed one thousand (1000) hours per employee in any fiscal year. All intermittent positions are scheduled at the discretion of the employer. An employee in an intermittent position is unclassified and may be terminated at will without recourse; such termination is considered for just cause. Intermittent employees are not eligible for longevity or other benefits given to permanent employees.

ARTICLE 8 - LABOR-MANAGEMENT COMMITTEE

8.01 - Auditor's Office Committee

The parties agree to establish a Labor-Management Committee, consisting of an equal number of management and labor representatives. The committee shall meet as necessary to accomplish its purpose and agenda.

8.02 - Committee Purpose and Agenda

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

A. Discuss the administration of this Agreement;
B. Notify the Union of changes contemplated by the Employer which may affect bargaining unit employees;
C. Discuss the future needs and programs of the Employer;
D. Disseminate general information of interest to the parties;
E. Give the union representatives the opportunity to discuss the views of bargaining unit employees and/or make suggestions on subjects affecting those employees;
F. Classification study and training and development needs;
G. Proposed work rules will be an appropriate subject for discussion; and
H. Such other items as the parties may mutually agree to discuss.
I. The parties agree to meet no later than 90-days from the effective date of this agreement to discuss and make recommendations to the AOS of a pay for performance and/or bonus program based on exemplary performance of the bargaining unit employees. No pay for performance or bonus system will be implemented without mutual agreement.

This committee will be co-chaired by a Union and Employer representative. The agenda for each meeting shall be jointly prepared by the co-chairperson in advance of the meeting. The committee may review any studies completed by Statewide Committees and may implement any recommendation, if appropriate to the Auditor's Office.

8.03 - Time Off

Unless mutually agreed otherwise, such meetings shall be held during normal work hours. The pay shall be at regular rate and shall not exceed eight (8) hours in any given day.

ARTICLE 9 - EMPLOYEE ASSISTANCE PROGRAM

The Employer and the Union recognize the value of counseling and assistance programs to those employees who have personal problems which interfere with their job duties and responsibilities. The Union and the Employer, therefore, agree to participate in the existing or an alternative Ohio Employee Assistance Program for employees and members of their family who are covered by their health insurance, and to work jointly to promote the program.

Records regarding treatment and participation in the EAP shall be confidential to the extent permitted by law. No records shall be maintained in the employee's personnel file except those that relate to the job or are provided for in Article 17.

In cases where the employee and the Employer have entered into a voluntary EAP participation agreement in which the Employer agrees to defer discipline as a result of employee participation in the EAP treatment program, the employee shall be required to waive confidentiality to the extent required to provide the Employer with reports regarding compliance or non-compliance with the EAP treatment program.

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

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

ARTICLE 10 - HEALTH AND SAFETY PROCEDURES

10.01 - General Duty

Occupational health and safety is the mutual concern of the Employer, the Union, and employees. The Union will cooperate with the Employer in encouraging employees to observe applicable safety rules and regulations. The Employer and employees shall comply with applicable Federal, State and local safety laws, rules and regulations.

10.02 – Computer Equipment

The Employer shall provide ergonomically appropriate workstations and computer equipment at all data and word processing stations purchased or installed after the effective date of the Agreement. The Employer will make every effort to schedule at least fifteen (15) minutes of non-computer equipment work every two (2) hours for those employees who work for extended periods of time at computer equipment. Non-computer equipment work is in addition to rest periods provided by Article 11.03. Any employee whose primary job duty is operating a computer may obtain an annual eye examination paid by the Employer up to forty-five dollars

($45) unless paid by insurance. The employee may obtain an optical exam annually and submit a claim to the State's insurance carrier for vision benefits. If that claim is denied, the Employer will reimburse up to forty-five dollars ($45) upon presentation of a denied claim form.

10.03 - Duty to Report

All employees who are injured or who are involved in an accident/incident during the course of their employment shall file an accident/incident report within 24 hours, when possible on forms furnished by the Employer, no matter how slight the accident/incident.

10.04 - Vehicle Inspection

All state vehicles which are operated by employees shall be inspected annually by the Employer. Any deficiencies revealed by such inspection shall be promptly corrected by the Employer.

10.05 - Emergency Telephone

Use Employees shall promptly be notified of and permitted to answer incoming emergency telephone calls and make return emergency calls on a state telephone, if necessary. All long distance telephone calls shall be at the employee's expense.

10.06 - First Aid and C.P.R.

Adequate first aid equipment, supplies and training may be provided by the Employer on an ongoing basis. Where not required by actual job responsibility, employees may volunteer for first aid training.

ARTICLE 11 - WORK WEEK, SCHEDULES, AND OVERTIME

11.01 - Standard Work Week

The standard work week for full-time employees covered by this Agreement shall be forty (40) hours, exclusive of the time allotted for meal periods, consisting of five (5) consecutive work days followed by two (2) consecutive days off. The week shall commence with the shift that includes 12:01 A.M. Sunday of each calendar week and end at the start of the shift that includes 12:00 midnight the following Saturday. The Employer retains the right to modify the work schedules to meet operational needs.

11.02 - Meal Periods

All meal periods shall be no more than sixty (60) minutes and no less than thirty minutes in duration. Meal periods will usually be scheduled near the midpoint of a shift. Employees shall not normally be required to work during their meal period. Those employees who by the nature

of their work are required by their supervisors to remain in a duty status during their meal period may, with the approval of their supervisor, either shorten their workday by the length of the meal period or else have their meal period counted as time worked and be paid at the appropriate straight time or overtime rate, whichever is applicable.

11.03 - Rest Periods

The Employer shall maintain the current practices relating to rest periods in effect as of the effective date of this Agreement. Employees who accept overtime following their regular shift shall be granted a ten (10) minute rest period between the shift and the overtime or as soon as operationally possible.

11.04 - Overtime

It is understood and agreed that determining the need for overtime, scheduling overtime and requiring overtime are solely the rights of the Employer. Employees who wish to be called back for overtime outside of their regular work hours shall have a residence telephone and shall provide their telephone number to their supervisor. The Employer has the sole and exclusive right to determine when overtime is necessary. Specific arrangement for implementation of these overtime provisions shall be worked out at the Employer level. Insofar as practicable, the Employer will make a good faith effort to equalize overtime opportunities among the employees who normally perform the duties. Such arrangements shall recognize that in the event the Employer or designee has determined the need for overtime, and if a sufficient number of employees are not secured through the above provisions, the Employer or designee shall have the right to require the least senior employee(s) who normally performs the work to perform said overtime. The Employer agrees to maintain overtime rosters when necessary which shall be provided to the steward, within a reasonable time, if so requested. An employee who is offered but refuses an overtime assignment shall be credited on the roster with the amount of overtime refused. An employee who agrees to work overtime and then fails to report for said overtime shall be credited with double the amount of overtime accepted unless extenuating circumstances arose which prevented him/her from reporting. In such cases, the employee will be credited as if he/she had refused the overtime. An employee who is transferred or promoted to an area with a different overtime roster shall be credited with his/her aggregate overtime hours. An employee's posted regular schedule shall not be changed to avoid the payment of overtime. The overtime policy shall not apply to overtime work which is specific to a particular employee's specialized work assignment or when the incumbent is required to finish a work assignment. In the event of an emergency as defined in Section 11.11, notwithstanding the terms of this Article, the Employer or designee may assign someone to temporarily meet the emergency requirements, regardless of the overtime distribution.

11.05 - Payment of Overtime

All eligible employees shall be compensated for overtime work as follows: 1. Hours in an active pay status, more than forty (40) hours in any calendar week shall be compensated at the rate of one and one-half (1 1/2) times the regular rate of pay for each hour of such time over forty (40) hours; 2. For purposes of this Article, active pay status is defined as the conditions under which

an employee is eligible to receive pay and includes, but is not limited to, vacation leave and personal leave. Sick leave shall not be considered as active pay status for purposes of this article.

11.06 - Compensatory Time

The employee may elect to accrue compensatory time off in lieu of cash overtime payment for hours in an active pay status more than forty (40) hours in any calendar week. Compensatory time off will be earned on a time and one-half (1 1/2) basis. The maximum accrual of compensatory time shall be one hundred twenty (120) hours. When the maximum hours of compensatory time accrual is reached, payment for overtime work shall be made. Compensatory time must be used within three hundred sixty-five (365) days from when it was earned. Compensatory time not used within three hundred sixty five (365) days shall be paid to the employee at the employee's current regular rate of pay. Any employee who has accrued compensatory time off and requests use of this compensatory time shall be permitted to use such time off within a reasonable period after making the request, or if such use is denied, the compensatory time requested shall be paid to the employee at his/her option.

ARTICLE 12 - SENIORITY

12.01 - Definition

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

A. **State Seniority** - the total length of service in a permanent full-time position or succession of positions within the employ of the State dating back to the last date of hire. Employees hired prior to July 1, 1989 who were credited with time worked for city or county governments will have that time counted toward service credit only and not for seniority.

B. Auditor's Office Seniority - the length of continuous service in a bargaining unit classification in the Auditor's Office beginning with the last date of hire. 12.02 - Continuous Service/Seniority Continuous Service/Seniority, in the Auditor of State's Office, shall be interrupted only by the following: A. Separation because of resignation; B. Discharge for just cause;

C. Failure to return from leave of absence;

D. Failure to respond to recall from layoff;

E. Disability separation;

F. Promotion/transfer out of the bargaining unit;

G. After two years on Workers' Compensation.

Continuous service with the Auditor's Office is not interrupted in the following examples:

1. An employee on disability leave for less than two (2) years has not experienced a break in service and shall continue to earn seniority and service credits while on leave.

2. An employee who is on disability separation and is properly reinstated within three (3) years from the date of separation has not experienced a break in service and shall continue to earn seniority while on separation.

3. An employee who is receiving Worker's Compensation Benefits has not experienced a break in service and shall continue to earn seniority and service credits while on Worker's Compensation for a maximum of two (2) years at which time the employment relationship is deemed severed.

4. An employee who is laid off and recalled within twenty-four (24) months has not experienced a break in service and shall continue to earn seniority and service credits while on lay off.

5. An employee who is laid off and is re-employed, i.e. not recalled by the Auditor's Office but is hired by any state agency within a twenty-four (24) month period has not experienced a break in state service. This employee would continue to earn seniority and service credits while on lay off, to be recognized upon recall to the Auditor's Office.

6. An employee who accepts a position in the Auditor's Office out of the bargaining unit and is returned to their prior position during their initial promotional probationary period.

12.03 - Identical Hire Dates

Where two (2) or more employees have the same Auditor's Office seniority dates for determining job rights, state seniority shall be used to determine the senior employee. Should a tie still exist, the last four (4) digits of the social security number shall be used to determine which employee has the most seniority. The employee with the highest number would be declared the most senior and the next highest number would be the next most senior and so on. (The highest number would be 9999 and the lowest would be 0000.)

12.04 - Conversion of Temporary, Interim or Seasonal Employees

Temporary, interim or seasonal employees who become permanent will begin to earn seniority when they become permanent employees. College interns shall earn seniority that coincides with one half (1/2) of their time credited for Auditor of State year(s) of service.

ARTICLE 13 - PROMOTIONS AND TRANSFERS

13.01 - Definitions Promotion:

Promotion is the movement of an employee to a posted vacancy in a classification with a higher pay range. Vacancy: A vacancy is an opening in a permanent full-time or permanent part-time position within the bargaining unit covered by this Agreement which the Employer determines to fill. Lateral transfer: A lateral transfer is defined as movement of an employee to a position in a classification with the same pay range. Demotion: A demotion is defined as movement of an employee to a position in a classification with a lower pay range.

13.02 - Posting

All vacancies within the bargaining unit that the Employer intends to fill shall be posted in a conspicuous manner. Vacancy notices will list the deadline for application, pay range, class title and shift where applicable, knowledge, abilities, skills, and duties as specified by the job description, for that position. Vacancy notices shall be posted for at least ten (10) calendar days at all worksites. Job opportunities shall also be posted simultaneously on the Auditor of State Intranet. The Employer will cooperate with the Union to make job vacancies known beyond the required areas of posting.

13.03 - Applications

Bargaining unit employees who possess and are proficient in the minimum qualifications contained in the classification specification and the position description may file timely applications for promotion or transfer to the posted vacancy. It is the employee's responsibility to provide sufficient information during the application and/or testing process to demonstrate that he/she meets the minimum qualifications threshold for further consideration. Employees serving either in an initial probationary period or promotional probationary period shall not be permitted to bid on job vacancies. Employees serving in a probationary period may express an interest in a vacancy by submitting a written notice to the designee identified on the vacancy posting. The Employer may consider an employee currently serving in a probationary period if there are no qualified employees applying for promotion or transfer.

13.04 - Selection

The Employer shall first review the applicants from within the Office. Interviews may be scheduled at the discretion of the Employer. The position shall be awarded to the qualified employee based upon the following criteria: experience, education, qualifications, work record, and affirmative action, subject to the following: when two or more applicants are relatively equal in the above criteria, the position will be awarded to the qualified applicant, with the most Auditor's Office seniority. Interviews may cease when an applicant is selected for the position. It is the employees' responsibility to provide evidence or documentation of his/her qualifications during the bidding and selection procedure.

13.05 – Promotional Probationary Period

An employee who receives a promotion shall serve the probationary period for the classification. The Employer retains the right to return the employee to a position in their former classification if the employee fails to perform satisfactorily at any time during the probationary period and the employee will have no right to appeal the probationary demotion.

13.06 - Examinations

Certain classification specifications may require the use of proficiency testing in determining qualifications. Such tests shall be fairly and consistently administered.

13.07 - Demotions

Employee requested demotions shall only be done with the approval of the Employer.

13.08 - Nepotism

No employee shall be directly supervised by a member of his/her immediate family or significant other.

ARTICLE 14 – LAYOFFS

14.01 - Layoffs

Layoffs of employees covered by this Agreement shall be for lack of funds, lack of work or the abolishment of positions. The abolishment of positions shall be as a result of a re-organization for the efficient operation of the Auditor's Office; for reasons of economy; or for lack of work expected to last for more than one year. The Employer shall determine whether a layoff or abolishment of positions shall occur, the timing of layoffs or job abolishment, the number of employees to be laid off or positions to be abolished, and in which classifications layoffs or abolishment will occur.

14.02 - Notice of Layoff or Abolishment

When the Employer determines that a layoff or job abolishment shall occur, the Employer will notify the executive director of the Union twenty-five (25) days in advance and the affected employee(s) no less than fourteen (14) calendar days in advance of the effective date of the layoff or job abolishment.

The notice to the Union shall contain the Employer's rationale for the layoff and identify the positions which the Employer believes may possibly be affected. In layoffs for lack of funds, the rationale shall contain information regarding current or projected deficiency of funding

required to maintain current or sustained projected levels of staffing operation. In layoffs for lack of work, the rationale shall contain adequate information which may consist of a comparison between current work levels and work levels when a lack of work did not exist. Such comparison may include statistical data and additional supporting materials. The notice to the employee shall include:

1. The reason for the layoff or abolishment.

2. The effective date of the layoff or abolishment.

3. The employee's accumulated seniority.

4. A statement advising the employee that he/she may have the right to bump another employee and that the employee must exercise his/her bumping rights within five (5) days of the date he/she is notified that he/she is bumped or is notified of layoff.

5. A statement advising the employee of the right to recall.

6. A statement that the employee is responsible for maintaining a current address with the appointing authority.

7. A statement that the employee may have the option to convert accrued unused leave, pursuant to section 14.12 of this article.

14.03 - Reassignment of Employees

Prior to implementing a layoff or abolishing an employee's position, the Employer shall have the authority to reassign employees to newly created or vacant positions within their current classification to minimize the number of employees affected. Such re-assignments or placements shall be based on the employee's qualifications to perform the duties of the position. Additionally, the Union and the Employer may agree, in writing, to place an employee who is to be laid off in a newly created or vacant position outside their current classification to minimize the number of employees affected. Such agreement shall take precedence over any other article/section of this agreement. An employee is qualified to perform the duties if he/she meets the classification minimum qualifications and is able to perform the duties of the position with minimal instruction. In the event two or more employees' qualifications are relatively equal according to the above criteria, the position shall be awarded to the employee with the greatest Auditor of State bargaining unit seniority.

14.04 - Guidelines

Retention points shall not be considered or utilized in layoffs. Performance evaluations shall not be a factor in layoffs. Layoffs shall be on the basis of inverse order of Auditor's Office seniority. Exempt employees shall not have any bumping rights back into any bargaining unit position or classification.

14.05 - Bumping in the Same Office or Department

Employees designated for layoff may bump any employee with less Auditor's Office seniority in an equal or lower classification in the employee's classification group within the same office or department (see Appendix A) provided that the affected employee is qualified to perform the duties.

14.06 - Bumping in the Agency Geographic Jurisdiction

If the affected employee is unable to bump within the office or department in accordance with Section 14.05, then the affected employee shall have the option to bump an employee with less Auditor's Office seniority in and equal or lower classification in the employee grouping statewide.

14.07 – Recall

When it is determined by the Employer to fill a vacancy or to recall employees in a classification where the layoff occurred, the procedure in this section shall be followed:

The most senior laid-off employee with the most Auditors Office seniority from the classification group shall be recalled first (see Appendix A).

Employees placed in vacancies other than their current classification shall retain recall rights pursuant to the provisions of this agreement.

Employees shall be recalled to a position for which they meet the minimum qualifications as stated in the Classification Specification. Any employee recalled under this Article shall not serve a new probationary period, except for any employee laid off who was serving an original or promotional probationary period which shall be completed. Employees shall have recall rights for a period of twenty-four (24) months.

Notification of recall shall be by certified mail to the employee's last known address. Employees shall maintain a current address on file with the Employer. Recall rights shall be within the Auditor's Office and within recall jurisdiction as outlined in Appendix B. If the employee fails to notify the Employer of his/her intent to report to work within seven (7) days of receipt of the notice of recall, he/she shall forfeit recall rights. Likewise, if the recalled employee does not actually return to work within thirty (30) days, recall rights shall be forfeited.

14.08 - Appeal of Layoff

Appeal rights for employees or the Union shall be through the grievance procedure. A grievance concerning a layoff may be advance stepped directly to Step 3 of the grievance procedure. The Employer shall have the burden of justifying the statement of rationale by a

preponderance of the evidence. Absent a showing of abuse of discretion by the Employer, the arbitrator shall accept the rationale.

14.09 - Removal from Recall List

Any employee on an Auditor of State recall list accepting or declining recall to the same classification or appointment type from which the employee was laid off shall be removed from the layoff list.

Any employee of an Auditor of State recall list accepting or declining recall to a lower classification or lesser appointment type shall be removed from the layoff list for that classification and/or appointment type and below.

14.10 - Employees on Leave

Employees on any type of leave shall be subject to layoff in accordance with this article. Employees on disability shall continue to receive disability leave benefits until the period of disability is over and the employee would otherwise be able to return to work.

14.11 - Cash Conversion of Leave

Any employee laid off under the provisions of this article may convert to cash accrued leave balances in accordance with the provisions of this contract.

14.12 - Procedures

Fourteen (14) days prior to any layoff, the Employer shall prepare and post for inspection in a conspicuous and public location accessible to affected employees a list containing:

a. Names

b. Classifications

c. Type of appointment

d. Auditor of State seniority of all employees that shall be affected

e. Identification of employees being laid off

ARTICLE 15 - WORKING OUT OF CLASSIFICATION

15.01 - Position Descriptions

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

15.02 - Working out of Classification

If an employee or the Union believes that he/she has been assigned duties not within his/her current classification, the employee may file a grievance with the Auditor (or designee). The Auditor (or designee) shall investigate and issue a decision within fifteen (15) calendar days. The grievance shall identify the classification that the union and grievant believe the employee has been improperly working in. If the Auditor (or designee) determines that the grievant is performing the duties not contained within his/her classification, the Auditor shall direct the supervisor to immediately discontinue the duties. No meeting shall be held.

If the duties are determined to be those contained in the cited classification and that classification is in a lower pay range than that of the employee's current classification, no monetary award will be issued.

If the duties are determined to be those contained in the cited classification and that classification is in a higher pay range than that of the employee's current classification, the Auditor (or designee) shall issue an award of monetary relief, provided that the employee has performed the duties for a period of four (4) or more working days. The amount of the monetary award shall be 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 to a date earlier than four (4) calendar days prior to the date of the original grievance.

15.03 - Appeal

The parties may mutually agree to reclassify an employee to another classification in the bargaining unit. If the Union is not satisfied with the decision of the Auditor, the grievance may be appealed to arbitration in writing; within fifteen (15) days of the answer or date it was due.

The parties shall schedule a hearing officer to determine if an employee was performing the duties contained in the classification cited in the original grievance and for what period of time.

Present at the hearing shall be a union representative, the employee, a management representative and the hearing officer who will issue a binding bench decision at the conclusion of the hearing which will identify if the employee was working out of a classification and for what period of time.

The expenses of the hearing officer shall be borne equally by the parties.

ARTICLE 16 - PERFORMANCE EVALUATION

16.01 - Use

The Employer may use performance evaluations to measure the performance of employees and to establish goals and standards of performance expected. The Employer shall provide the union with copies of evaluation instruments.

All non-probationary employees shall be given an employee performance evaluation during the sixty (60) day period immediately preceding the employee's next step increase. Those employees who are at the top step shall be evaluated annually thereafter. The performance evaluation shall include a summary conclusion section for the supervisor to rate the employee's overall performance as either "satisfactory" or "unsatisfactory."

16.02 - Limits

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

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

16.03 - Appeals

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

The performance evaluation appeal shall state the specific sections the employee desires reviewed and the reasons and documentation the employee believes substantiates his/her appeal. Performance evaluations are not subject to the grievance process.

ARTICLE 17- PERSONNEL RECORDS

17.01 Personnel Files

An employee's official personnel file will contain all matters required by the Ohio Revised Code and will be retained in the Auditor's Office.

Except otherwise as required by law, materials maintained in an employee's official personnel file shall be available to the public.

17.02 Review of Personnel Files

Employees and/or their authorized Union representatives shall have the reasonable right to review the contents of their personnel files. Union representatives will submit an employee's approval statement to the Appointing Authority when requesting access to a personnel file unless such access is grievance-related. Employees shall have access to all materials in their files except those prohibited by Ohio Revised Code Section 1347.08 (c)(1) or other applicable provisions. Such review may be made during the normal working hours.

Reasonable requests to copy documents in one's own personnel file or relating to a grievance shall be honored at no charge. A union representative must review the contents of the file prior to requesting copies of any documents. Public records requests to copy documents that are not grievance related will be charged the standard copy cost and must be paid in advance.

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

17.03 Employee Notification

A copy of any material to be placed in an employee's personnel file that might lead to disciplinary action or negatively affect an employee's job security or advancement shall be provided to the employee. An employee can place documents relevant to his/her work performance in his/her personnel file.

ARTICLE 18- DISCIPLINE

18.01 - Standard

Disciplinary action shall not be imposed upon an employee except for just cause. The Employer has the burden of proof to establish just cause for any disciplinary action.

18.02 - Progressive Discipline

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

1. Verbal reprimand (with appropriate notation in employee's file);

2. Written reprimand;

3. Suspension;

4. Termination.

Disciplinary action taken may not be referred to in an employee's performance evaluation report. The event or action giving rise to the disciplinary action may be referred to in an employee's performance evaluation report without indicating the fact that disciplinary action was taken.

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

18.03 - Supervisory Intimidation

An Employer representative shall not use the knowledge of an event giving rise to the imposition of discipline to intimidate, harass or coerce an employee. The Employer reserves the right to reassign or discipline Employer representatives who violate this section.

18.04 - Pre-Discipline

An employee shall be entitled to the presence of a union steward at an investigatory interview if he/she requests one and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her. The right to have a meeting prior to the imposition of a suspension or termination shall be afforded. Such a meeting shall be scheduled no earlier than three (3) days following the notification to the employee. Prior to the meeting, the employee and his/her representative shall be informed in writing of the reasons for the contemplated discipline and the possible form of discipline. When the pre-disciplinary notice is sent, the Union and the employee will be provided a list of witnesses to the event or act known of at the time and documents known of at that time used to support the possible disciplinary action. If the Employer becomes aware of more witnesses or more documents that are relied upon in imposing discipline, they shall be provided to the Union and the employee.

The Employer representative recommending discipline shall be present at the meeting unless inappropriate or if he/she is legitimately unable to attend. The Employer's designee shall conduct the meeting. The Union and/or the employee shall be given the opportunity to comment, ask questions, refute, or rebut if they choose.

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

18.05 - Imposition of Discipline

The Auditor or designee shall make a final decision on the recommended disciplinary action as soon as reasonably possible but no more than thirty (30) days after the conclusion of the predisciplinary meeting. At the discretion of the Employer, the thirty (30) day requirement will not apply in cases where a criminal investigation may occur and the Employer decides not to make a decision on the discipline until after disposition of the criminal charges.

The employee and/or union representative may submit a written presentation to the Auditor or designee. If a final decision is made to impose discipline, the employee and Union shall be notified in writing. Once the employee has received written notification of the final decision to impose discipline, the disciplinary action shall not be increased.

Disciplinary measures imposed shall be reasonable and commensurate with the offense and shall not be used solely for punishment. The Employer will not impose discipline in the presence of other employees, clients, or the public except in extraordinary situations which pose a serious, immediate threat to the safety, health or well-being of others. An employee may be placed on administrative leave or reassigned while an investigation is being conducted.

18.06 - Prior Disciplinary Actions

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

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

18.07 - Polygraph Tests/Drug Test

No employee shall be required to take a polygraph, voice stress or psychological stress examination as a condition of retaining employment nor shall an employee be subject to discipline for the refusal to take such. There will be no random drug testing of employees covered by this Agreement, unless mandated by Federal funds/grants. This section shall not apply to applications for transfer or promotion to a classification which requires successful completion of a background check. Information discovered in the course of a background check for a different position may form the basis of discipline.

18.08 — Employee Assistance Program

In cases where disciplinary action is contemplated and the affected employee elects to participate in an Employee Assistance Program, the disciplinary action may be delayed at the discretion of

the Employer, until completion of the program. Upon successful completion of the program, the Employer will give serious consideration to modifying the contemplated disciplinary action.

ARTICLE 19- GRIEVANCE PROCEDURE

19.01 Process

A. A grievance is defined as any difference, complaint or dispute between the Employer and the Union or any employee affecting terms and/or conditions of employment regarding the application, meaning or interpretation of this Agreement. The grievance procedure shall be the exclusive method of resolving grievances.

B. Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees or itself setting forth the name(s) or group(s) of the employee(s). Either party may have the grievant (or one grievant representing a group grievance) present at any step of the grievance procedure and the employee is entitled to union representation at every step of the grievance procedure. Probationary employees shall have access to this grievance procedure except those who are in their initial probationary period shall not be able to grieve disciplinary actions or removals. Employees in a promotional probationary period shall not be able to grieve probationary reduction.

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

D. The mailing of the grievance appeal form shall constitute a timely appeal if it is postmarked within the appeal period. Likewise, the mailing of the answer shall constitute a timely response if it is postmarked within the answer period. The Employer will make a good faith effort to insure confidentiality.

E. Grievances shall be presented on forms mutually agreed upon by the Employer and the Union. All grievances shall include, at a minimum: the name and position of the grievant; the identity of the provisions of this agreement involved in the grievance; the time and place where the alleged event or conditions giving rise to the grievance took place; the identity of the party responsible for causing the said grievance, if known to the grievant; and a general statement of the redress sought by the grievant.

F. It is the goal of the parties to resolve grievances at the earliest possible time and the lowest level of the grievance procedure.

G. Verbal reprimands shall be grievable through Step 2. Written reprimands should be grievable through Step 2 If either reprimand becomes a factor in a disciplinary grievance that goes to arbitration, the arbitrator may consider evidence regarding the merits of the reprimand.

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

19.02 Grievance Steps

Step 1 - Chief Auditor/Section Head

The employee and/or Union shall raise the grievance in writing with the Chief Auditor or other head of the section in which the employee works. The written grievance shall contain a statement of the grievant's complaint, the section(s) of the Agreement allegedly violated, if applicable, the date of the alleged violation and the relief sought. The form shall be signed and dated by the grievant. The Chief Auditor or head of the section shall be informed that this discussion constitutes the first step of the grievance procedure. All grievances must be presented not later than ten (10) working days from the date the grievant became or reasonably should have become aware of the occurrence giving rise to the grievance not to exceed a total of thirty (30) days after the event. If being on approved paid leave prevents an employee from having knowledge of an occurrence, then the time lines shall be extended by the number of days the employee was on such leave except that in no case will the extension exceed sixty (60) days after the event. The Chief Auditor or head of the section shall render a written response to the grievance within five *(5)* working days after the grievance is presented. If the grievance is not resolved at Step 1, the Chief Auditor or head of the section shall prepare and sign a written grievance answer acknowledging discussion of the grievance, and provide a copy to the Union and the grievant.

Step 2 - Human Resources Director

In the event the grievance is not resolved at Step 1, it shall be presented in writing by the Union to the Human Resources Director within five *(5)* work days of the receipt of the answer or the date such answer was due, whichever is earliest. Within seven (7) work days after the grievance is presented at Step 2, the Human Resources Director or her designee shall discuss the grievance with the Union and the grievant. The Human Resources Director or her Designee shall render a written answer to the grievance within eight (8) work days after such a discussion is held and provide a copy of such answer to the Union and the grievant.

Step 3 - Arbitration

Grievances which have not been settled under the forgoing procedure may be appealed to arbitration by the Union by providing written notice to the Auditor within thirty (30) days of the answer, or the due date of the answer if no answer is given, in Step 2. Any grievance so appealed and not scheduled for arbitration within one hundred twenty (120) days of the date of appeal will be considered withdrawn by the Union.

19.03 Arbitration Procedures

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues to be submitted to the arbitrator ten (10) days prior to the first scheduled date of arbitration.

The Employer or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Requests shall be made no later than ten (10) days prior to the first scheduled day of arbitration. Each party shall bear the expense of its own witnesses who are not employees of the Employer.

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

The expenses and fees of the arbitrator shall be shared equally by the parties. The decision and award of the arbitrator shall be final and binding on the parties.

The arbitrator shall render his/her decision in writing as soon as possible, but no later than thirty (30) days after the conclusion of the hearing, unless the parties agree otherwise.

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

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

19.04 Arbitration Panel

The parties have selected David Pincus, Harry Graham and Charles Kohler to serve as the panel of arbitrators who shall decide all contract disputes for the life of the Agreement. The arbitrators shall serve on the panel for the duration of this Agreement, unless the arbitrator is unable to serve. If an arbitrator is unable to serve, then the parties shall attempt to mutually agree to a replacement. If they are unable to agree to a replacement, then a list of seven (7) arbitrators will be requested from the American Arbitration Association and the parties shall use the alternate strike method to select an arbitrator to fill the vacant position on the panel.

Either party may choose to terminate an arbitrator from the panel with reasonable notice to the other party. In the event that either of the parties exercise the right to terminate an arbitrator off the panel, a replacement shall be selected pursuant to the procedure in the previous paragraph.

19.05 Time Limits

Grievances may be withdrawn at any step of the grievance procedure. Grievances not appealed within the designated time limits will be treated as withdrawn grievances.
The time limits at any step may be extended by mutual agreement of the parties involved at that particular step.

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

19.06 Time Off, Meeting Space, and Telephone Use

A. **Time off:** The grievant(s) and/or union steward will be permitted reasonable time without a loss of pay during their working hours to process grievances. The steward shall be given reasonable time off without the loss of pay during his/her working hours to investigate grievances. Witnesses whose testimony is relevant to the Union's presentation or argument will be permitted reasonable time without loss of pay to attend a grievance meeting and/or respond to the Union's investigation. The steward shall not leave his/her work to investigate, file, or process grievances without first notifying and making mutual arrangements with his/her supervisor or designee as

well as the supervisor of any unit to be visited. Such arrangements shall not be unreasonably denied.

B. **Meeting space and telephone use:** Upon request, the grievant and Union shall be allowed the use of an available, appropriate room, and copier where available, for the purpose of copying the grievance trail while processing a grievance. The Union shall be permitted the reasonable use of telephone facilities for investigation or processing grievances. Any telephone tolls shall be borne by the Union.

19.07 Advance Grievance Step Filing

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps may by mutual agreement be filed at the appropriate advance step where the action giving rise to the grievance was initiated. Mutual agreement shall take place between the appropriate Union representative and the appropriate Employer representative at the step where it is desired to initiate the grievance, except that an employee with a grievance involving a suspension or a discharge may initiate the grievance at Step 2 of the grievance procedure within fourteen (14) days of notification of such action.

19.08 Relevant Witnesses and Information

The Union and/or the Employer may request at Step 2 or above the production of specific documents, books, papers, or witnesses reasonably available from the other party relevant to the grievance under consideration. Such request shall not be unreasonable denied. Both parties agree to full discovery no later than fourteen (14) days prior to the first scheduled day of arbitration. This provision may be waived by mutual agreement of the parties. Disputes regarding this provision shall be decided by the arbitrator.

19.09 Special Arbitration Procedure

In the interest of achieving a more efficient handling of grievances, including grievances concerning minor discipline, the parties agree to the following expedited arbitration procedure. This procedure is intended to replace the procedure in Article 19.02, Step 3 for the resolution of grievances as set forth below. The procedure will operate in the following manner:

A. The parties agree to use the list of arbitrators established pursuant to this Agreement.

B. The grievances presented to the arbitrator under this section will consist of short-term disciplinary actions of five *(5)* days or less without pay and the parties may submit other issues by mutual agreement.

C. The arbitrator will normally hear up to four (4) grievances at each session unless mutually agreed otherwise. D. Grievance presentation will be limited to a preliminary introduction, a short recitation of facts, and a brief oral argument. No briefs or transcripts shall be made. If witnesses are used to present facts, there will be no more than two (2) per side, including the grievant.

E. The arbitrator will give a bench or other decision within five *(5)* calendar days. The arbitrator can either uphold or deny the grievance or modify the relief sought. All decisions will be final and binding.

F. The cost of the arbitrator and the expenses of the hearing will be shared equally by the parties.

19.10 Miscellaneous

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

ARTICLE 20- HOLIDAYS

20.01 Observance

The following holidays will be observed:

New Year's Day First day in January;
Martin Luther King, Jr.'s Birthday Third Monday in January;
Presidents Day Third Monday in February;
Memorial Day Last Monday in May;
Independence Day Fourth day of July;
Labor Day First Monday in September;
Veterans Day Eleventh day of November;
Thanksgiving Day Fourth Thursday in November;
Day after Thanksgiving Day in November;
Christmas Day Twenty-fifth day of December;

Any other day proclaimed by the Governor of the State of Ohio or the President of the United States.

When a holiday falls on a Sunday, the holiday is observed on the following Monday. When a holiday falls on a Saturday, the holiday is observed on the preceding Friday. A holiday shall start at 12:01 A.M. or with the work shift that includes 12:01 A.M.

Upon request, an employee may observe a religious holiday provided that the time off is charged to vacation, compensatory time, personal leave or leave without pay. An employee on an alternate work schedule is entitled to the same number of holidays and paid holiday hours as regularly scheduled employees.

20.02 Work on Holidays

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

Holiday work beyond regularly scheduled work shall be distributed among employees by the provisions covered in Article 11. No employees' posted regular schedule or days off shall be changed to avoid holiday premium pay. The agency reserves the right to determine the number of employees needed to work the holiday.

20.03 Eligibility for Holiday Pay

An employee whose scheduled work day off falls on a holiday will receive holiday pay for that day. An employee on vacation or sick leave during a holiday will not be charged vacation or sick leave for the holiday. An employee must be in an active pay status the scheduled work day before and the scheduled work day after the holiday to receive pay for the holiday. If the holiday falls on a Monday, the day before the holiday will be the Friday immediately preceding the holiday. If the holiday falls on a Friday, the day after the holiday shall be the Monday immediately following the holiday.

ARTICLE 21- PERSONAL LEAVE

Section 21.01 Eligibility and Accrual of Personal Leave

Each employee shall be eligible for personal leave at his/her rate of pay. Employees shall be entitled to thirty-two (32) hours of personal leave each year. Personal leave shall be granted during the pay period which includes December 1 of each year. Full-time employees who are hired after December First shall be credited with personal leave on a prorated basis. Part- time employees shall be credited with personal leave on a prorated basis.

Section 21.02 Requests for Personal Leave

Personal leave shall be granted if an employee makes the request with forty-eight (48) hours notice. In an emergency, the request shall be made as soon as possible and the supervisor will respond promptly. The leave shall not be unreasonably denied.

Section 21.03 Conversion or Carry-over of Personal Leave at Year-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 (40) hours. Personal leave may not be used to extend an employee's date of resignation or date of retirement.

Section 21.04 Conversion of Personal Leave at Separation

An employee who is separated from state service shall be entitled to convert the unused earned amount of personal leave. This payoff shall be at the employee's regular rate of pay. Upon the death of a permanent employee, unused earned personal leave shall be converted to cash and credited to his/her estate.

Section 21.05 Charge of Personal Leave

Personal leave may be taken in increments of one-tenth of an hour.

ARTICLE 22 VACATION

22.01 Rate of Accrual

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

Length of Service	Accrual Rate	Accumulation
	Per Pay Period	
Less than 4 years	3.1 hours	80 hours
4 years but less than 9 years	4.6 hours	120 hours
9 years but less than 14 years	6.2 hours	160 hours
14 years but less than 19 years	6.9 hours	180 hours
19 years but less than 24 years	7.7 hours	200 hours
24 years or more	9.2 hours	240 hours

Service with state agencies, i.e., agencies whose employees are paid by warrant of the Office of Budget and Management and service with a political subdivision of the State, will be computed for the purpose of determining the rate of accrual of vacation leave for employees.

An employee who has retired in accordance with a retirement plan under any Public Employee Retirement System and is employed by the Auditor's Office shall not have any prior service credit with the State or political subdivision of the State counted for purposes of computing vacation leave accrual. Upon attaining the years of service listed above an employee will begin accruing vacation leave at the higher rate but will not receive a lump sum credit.

22.02 Maximum Accrual

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

Employees that are on approved Military Leave shall be credited with those vacation hours which they normally would have accrued upon their approved return to work.

22.03 Part-Time Employees

Part-time employees shall earn vacation on a prorated basis.

ARTICLE 23-SICK LEAVE

23.01 -Sick Leave Accrual

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

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

23.02 -Sick Leave Use

Sick leave shall be granted to employees who are unable to work because of illness or injury of the employee or in order to care for a member of his/her immediate family or because of medical appointments or other ongoing treatment.

The definition of "immediate family" for purposes of this Article shall be: spouse, significant other ("significant other," as used in this Agreement, is defined to mean one who stands in place of a spouse, and who resides with the employee), child, step-child, grandchild, parents, stepparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law or legal guardian or other person who stands in place of a parent.

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

For FMLA qualifying absence employees who have used all of their accrued sick leave, may choose to use accrued vacation, compensatory time, personal leave or the Director of Human Resources or their designee may grant leave without pay. Any leave time, approved by the supervisor taken in lieu of sick leave, shall be taken in one-tenth hour (1/10) hour increments. Leave in lieu of sick leave shall be subject to the requirements and provisions of the sick leave articles. An employee that would otherwise qualify for an unpaid leave of absence in accordance with section *25.01,* but has exhausted all sick leave and FMLA leave, shall be permitted to use accrued vacation, compensatory time or personal leave before being placed in an approved unpaid leave status.

23.03 Sick Leave Payment

The amount of sick leave charged against an employee's accrual shall be taken in one-tenth (1/10) hour increments. Employees shall be paid for sick leave at the rates specified below. The annual usage period will begin with the pay period which includes December 1, each year and for 26 pay periods thereafter.

Hours Used	Percent of Regular Rate
0-56 hours	100%
56.1—80hours	85%

All sick leave usage shall be counted for purposes of payment in accordance with the above schedule except for FMLA qualifying absences as set forth in the FMLA policy of the Auditor of State's Office.

Any bargaining unit member who maintains a sick leave balance above one hundred (100) hours shall receive payment for sick leave used at one hundred percent (100%).

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

23.04 — Notification

When an employee is sick and unable to report for work, he/she will notify his/her immediate supervisor or designee no later than one-half (1/2) hour after starting time, unless circumstances preclude this notification. The Employer may request a statement, personally written and signed by a health care provider who has examined the employee or the member of the employee's immediate family, be submitted within a reasonable period of time.

If sick leave continues past the first day, the employee will notify his/her supervisor or designee every day unless prior notification was given of the number of days off. When institutionalization, hospitalization, or convalescence at home is required the employee is responsible for notifying the supervisor at the start and end of such period.

23.05 — Sick Leave Policy

The parties recognize the Employer's right to promulgate reasonable work rules regarding the use of sick leave. Such policies shall not be arbitrary or capricious. It is the policy of the Auditor of State to permit employees to be absent from work on a short-term basis due to personal illness, pregnancy, injury, exposure to contagious disease or to illness, injury or death in the employee's immediate family. The purpose of this policy is to establish a consistent method of authorizing employee sick leave, eliminating inappropriate use of sick leave and outlining the discipline and corrective action for inappropriate use.

1. **Definitions**

   A. **Sick Leave:** Absence granted per contract for medical reasons. For example, an employee may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and to illness, injury, or death in the employee's immediate family.

   B. **Unauthorized use of Sick Leave:**

      - Failure to notify supervisor of medical absence;
      - Failure to complete standard leave form;
      - Failure to provide health care provider's verification when required;
      - Fraudulent health care provider verification.

   C. **Misuse of Sick Leave:** Use of sick leave for that which it was not provided for per statute, administrative rule or contract.

   D. **Pattern Abuse:** Consistent periods of sick leave usage, for example:

      - Before, and/or after holidays;
      - Before, and/or after weekends;
      - After pay days;

- Any specific day;
- Absence following overtime worked;
- Half days;
- Continued pattern of maintaining 8 hours or less of sick leave; or
- Use of more sick leave than granted.

2. **Notification of Leave Balances:** When an employee's sick leave balance reaches or fall below 16 hours according to the payroll journal, the employee's immediate supervisor, or Department Head will make herself/himself available if the employee wishes to discuss extenuating or mitigating circumstances.

3. **Health Care Provider Verification:** After an employee's sick leave balance falls below 16 hours, the employee shall be required to provide **a** statement, written and signed by **a** health care provider verifying that the employee or the member of the employee's immediate family has been examined, for all future illness. The requirements shall be in effect until such time as the employee has accrued a sick leave balance of 16 hours or more. However, if the Employer finds mitigating or extenuating circumstances surrounding the employee's use of sick leave, then the health care provider's verification need not be required.

Those employees who have been required to provide a health care provider's verification will be considered for approval only if the health care provider's verification is provided with submission of the employee's payroll pertaining to the leave usage.
When unauthorized use or abuse of sick leave is substantiated the Employer will affect progressive discipline according to Article 18 of the contract.

4. **Pattern Abuse:** If an employee abuses sick leave in a pattern, the Employer may reasonably suspect pattern abuse. If it is suspected, the Director of Human Resources or designee will notify the employee in writing that pattern abuse is suspected. The employee upon receipt of the notice may respond, rebut or refute the pattern abuse claim. If the Director of Human Resources or designee does not receive a satisfactory explanation, he/she may proceed with progressive discipline according to Article 18 of the contract.

23.06 Annual Conversion or Carry-Over

Employees will have an annual option to convert sick leave accumulated that leave year. The leave year is the period beginning with the pay period which includes December 1st An employee not exercising a choice will automatically have the hours carried forward.

Employees will be offered the opportunity to convert to cash any part of his/her sick leave accrued annually, to be paid in the pay period which includes December 1st The cash conversion of the sick leave accrued and not used for the usage period in the subsequent years of this Agreement shall be at the following rate:

Number of Hours Subject to Cash Conversion	% of Regular Rate
80	80%
72-79.9	75%
64to71.9	70%
56-63.9	65%
48 to 55.9	60%
47.9andless	55%

The payment shall be paid in the pay period which includes December 1st of each of the subsequent years of the Agreement. An employee not exercising a choice will automatically have the hours carried forward.

23.07 Conversion at Separation

An employee who has a minimum of five (5) years service with the Employer and who terminates state service or retires shall convert to cash any sick leave accrued at the employee's regular rate at the time of separation at the rate of fifty percent (5 0%). If an employee dies, the converted sick leave shall be paid to his/her estate. An employee who is granted military leave or leave without pay may be paid for accrued sick leave or may keep it in reserve for use upon return at his/her discretion. An employee who is re-employed, reinstated or recalled from lay off and who received a lump sum payment for unused sick leave may have such days restored by returning the amount paid by the Employer for the number of days to be restored.

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

ARTICLE 24- ADMINISTRATIVE LEAVE WITH PAY

24.01 Jury Duty

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

24.02 Military Leave

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

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

C. **Maximum Allowed:** The Employer may elect to pay in excess of twenty-two (22) work days of paid military leave per calendar year to employees called or ordered to service, because of an Executive Order issued by the President of the United States, because of an Act of Congress, or because of an order to perform duty issued by the Governor of Ohio. This provision shall not afford fewer rights and benefits than are conferred under Chapter 5923.05 of the ORC.

D. **Evidence of Military Duty:** Employees are required to submit to their Employer a published military order or a written statement from the appropriate military commander as evidence of military duty.

E. **Separation/reinstatement from Military Leave:** If an employee enters military service, his/her employment will be separated with the right to reinstate in accordance with Federal statutes. The employee shall be reinstated to the same or a similar position if he/she returns to work within one (1) year. The Employer may extend the leave upon the request of the employee.

24.03 Bereavement Leave

Three (3) consecutive work days of bereavement leave with pay at regular rate will be granted to an employee upon the death of a member of his/her immediate family interpreted for the purposes of this Article to include: spouse, significant other (significant other as used in this Agreement, is defined to mean one who stands in place of a spouse who resides with the employee), child, step-child, grandchild, parent, grandparent, brother, sister, step-brother, stepsister, 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 place of a parent. The Employer may grant vacation, sick leave or personal leave to extend the bereavement leave. The leave and the extension may be subject to verification.

24.04 Voting

Leave for voting shall be according to the policy of the Auditor of State.

24.05 Witness Duty

Employees subpoenaed to appear before any court, commission, board or other legally constituted body authorized by law to compel the attendance of witnesses shall be granted leave with full pay at regular rate where the employee is not a party to the case. Second shift employees shall be permitted an equivalent amount of time off from scheduled work on their preceding or succeeding shift for any such appearance. Employees called to witness duty shall submit any witness fees (excluding travel and meals) to the Employer. The employee shall notify the Auditor designee immediately upon receiving a subpoena.

24.06 Weather Emergency Leave

In the event employees are directed not to report to work or are sent home due to weather conditions or other emergency, those employees shall be granted leave with pay for their scheduled work hours during the duration of the emergency. Those employees required to report to work or employees required to stay at work during such emergency shall receive pay at time and one-half (1 1/2) for hours worked during the emergency. Any overtime work during an emergency will be paid at double time. An emergency shall be considered to exist for the county the employee lives or works when declared by the Employer or Governor, for that county.

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

Essential employees shall be required to work during emergencies. Essential employees who do not report as required during an emergency must show cause that they were prevented from reporting because of the emergency.

24.07 Childbirth/Adoption Leave

All bargaining unit employees shall be entitled to the Auditor's childbirth and adoption leave policy as provided for in the Auditor's policy and procedure manual during the life of this agreement. No adverse modifications or deletions to the childbirth /adoption program in effect upon ratification of this agreement shall apply to bargaining unit employees. Bargaining unit members will be entitled to any expanded or additional benefits made to the program during the life of this agreement.

ARTICLE 25- LEAVES OF ABSENCE

25.01 Unpaid Medical Leaves

The Employer shall grant unpaid medical leaves of absence to employees upon request for the following reasons:

A. If an employee is pregnant, up to six (6) months leave, after all other paid leave except forty (40) hours, has been used.

B. For an extended illness up to one (1) year, if an employee has exhausted all other paid leave, except forty (40) hours has been used.

25.02 Employees Requesting Leaves of Absence for Pregnancy or Extended Illness

The employee shall provide periodic written verification by a medical doctor showing the diagnosis, prognosis and expected duration of the illness. Prior to requesting an extended illness leave or for period during pregnancy, the employee shall inform the Employer in writing of the nature of the illness or injury and estimated length of time needed for leave, with written verification by a medical doctor. If the Employer questions the employee's ability to perform his/her regularly assigned duties, the Employer may require a decision from an impartial medical doctor paid by the Employer as to the employee's ability to return to work. If the employee is determined to be physically capable to return to work, the employee may be terminated if he/she refuses to return to work.

25.03 Unpaid Leaves of Absence

The Employer may grant unpaid leaves of absence to employees upon request for a period not to exceed one (1) year. Appropriate reasons for such leaves may include, but are not limited to, education; parenting, if greater than ten (10) days; or family responsibilities. Employees on leaves pursuant to this article shall not accrue paid leaves or seniority and shall not be eligible for paid benefits provided by this agreement.

25.04 Temporary Assignments

The position of an employee who is on an unpaid leave of absence may be filled on a temporary basis in accordance with Article 7.

25.05 Application for Leave

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

25.06 Authorization for Leave

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

25.07 Failure to Return From Leave

Failure to return from a leave of absence within five *(5)* working days after the expiration date thereof may be cause for discipline unless an emergency situation prevents the employee's return and evidence of such is presented to the Employer as soon as physically possible.

25.08 Family and Medical Leave

The Employer agrees to grant family and medical leave in accordance with the Family and Medical Leave Act (FMLA). That act provides for the utilization of currently available paid and/or unpaid leave benefits as part of family and medical leave. In conjunction with family and medical leave, other leave benefits will be used in this manner. Any combination of paid and unpaid leave benefits available under the Act, the maximum family and medical leave benefit of 12 weeks shall be considered part of the greater benefit, not in addition to the greater benefit designed as family and medical leave shall not exceed the maximum benefit allowed under the Act. Where the current contract provides a greater benefit than that

ARTICLE 26- TRAVEL

26.01 Time

Travel time as required by the Employer is considered work time if the travel is between work sites before, during or after the regular work day. However, the time spent in traveling from an employee's place of residence to and from a work site shall not be considered work time. Overnight stay shall not be considered as travel time or hours worked.

26.02 Compensation for Travel Time

Employees traveling more than forty-five *(45)* miles of authorized travel to or from **a** work site will be permitted a designated travel time allowance. The amount of time allowance for traveling will be based upon the distance of authorized travel involved. The guidelines are:

Distance (One Way)	Time Allowance Each Way
45-52 miles	30 minutes
5 3-60 miles	40 minutes
60 or more miles	40 minutes plus 1 minute for each additional mile

Work assignments that will involve more than forty-five *(45)* miles of travel one way must be approved by the appropriate administrative officer in advance. For charge back services, all of the travel time allowance authorized is to be charged to the public office to which the travel is relevant, otherwise it is to be charged as administrative time.

The above guidelines only apply when a full eight (8) hour day is being worked. In those instances where the public office is not open for a full day, the amount of time that the work day is shortened must be applied against the designated time allowance.

26.03 Personal Vehicle

If the Employer requires the employee to use his/her personal vehicle, the Auditor or designee shall reimburse bargaining unit employees with the same mileage allowance in accordance with the auditor of state travel policies and reimbursements.

26.04 Travel Reimbursement

If a bargaining unit employee is required to work over forty-five (45) miles from his/her normal work location, he/she shall receive the appropriate in-state or appropriate out-of-state reimbursement for actual expenses incurred. The Employer may require receipts or proof of expenditures before reimbursement is provided. The Employer may waive the forty-five (45) mile limitation when it is operationally efficient. When an Employer waives the forty-five (45) mile limitation, the employee's travel time allowance is also waived.

26.05 In-State Travel

If the Employer requires an employee to stay overnight in the State, the employee shall be reimbursed in accordance with Auditor of State Travel Policies and Reimbursements.

26.06 Out of State Travel

If the Employer requires an employee to stay overnight out of the state, the employee shall be reimbursed in accordance with Auditor of State Travel Policies and Reimbursements.

26.08 Duty to Report

It shall be the responsibility of the employee to report to his/her immediate supervisor any accident, traffic violation/citation which he/she may have been involved with or received while on State business. The employee shall obey all applicable state laws, executive orders and rules. An employee required to

drive to fulfill their job requirements shall maintain a valid driver license and liability insurance on their vehicle. Failure to do so may result in disciplinary action.

ARTICLE 27- CHILD CARE

A. Full-time employees who meet all of the following criteria shall be eligible for a lump sum payment between March 1 and May 15, of each year of this Agreement.

1. Employees must have been employed full-time since January 1 of the previous year to receive full reimbursement.

2. Full-time employees whose employment began after January 1 of the previous year are eligible for this program on a prorated basis.

3. Part-time employees shall be eligible for this program on a prorated basis for each calendar year in which they have completed one thousand forty (1,040) hours of work.

4. Employees shall only be eligible for this program if they had an adjusted gross family income of less than $35,000 for the previous calendar year; and

5. Had employment-related child care expenses in the previous calendar year equal to or greater than the amount of the lump sum payment; *5.* Employment-related child care expenses must have been for those children who were thirteen (13) years of age or less at the time the expenses were incurred.

B. No later than April *15,* employees must submit a copy of their Federal tax form and a copy of their receipt(s) for child care expenses for the previous calendar year to be eligible for reimbursement.

C. 1. Maximum reimbursement shall be as follows:

(1) $500.00 for one eligible child
(2) $800.00 for two eligible children
(3) $100.00 for each eligible child thereafter to a maximum family allotment of $1000.00.

2. Reimbursements shall be prorated by family income, as follows:

Adjusted Gross Income	Percentage of Allotment
Less than $25,000	100% of maximum
$25,001 to $30,000	75% of maximum
$30,001 to $35,000	50% of maximum

D. Dependent Care Spending Account Program

As the State of Ohio continues to administer, the Employer will continue to provide employees with the opportunity to participate in the dependent care spending account program, which allows employees to deposit pretax income into a dependent care spending account. Monies in this account can be utilized to help pay the expenses of caring for dependent children or adults. The program includes the following characteristics:

(1) It is in accordance with all applicable State and Federal statutes, rules and regulations;

(2) It assists in paying the expenses of caring for a dependent child or adult for who care just is provided in order for the employee to work;

(3) All permanent full-time and permanent part-time employees are eligible to participate;

(4) The program has an annual open-enrollment period.

ARTICLE 28- DISABILITY LEAVE AND SERVICE CONNECTED INJURY

28.01 Disability Leave

1. Eligibility

Eligibility shall be pursuant to current Ohio Law and the Administrative Rule of The Department of Administrative Services in effect as of the effective date of this Agreement, except that the waiting period shall be fourteen (14) days. Beginning with the effective date of this Agreement and thereafter bargain unit employees who are other than full-time and who have worked 1,500 or more hours in the preceding twelve months (12) shall be eligible for disability leave.

2. Benefit Levels

The maximum time payments for disability benefits shall be twenty-four (24) months. The minimum level of approved Disability leave benefit, pursuant to this Article, shall be sixty-seven percent (67%) of the eligible bargaining unit employee's regular rate of pay.

3. Disability Review

The Employer shares the concern of the Union and the bargaining unit employees of the need to expeditiously and confidentially process disability leave claims. To the extent practicable the Employer may consider transitional work alternatives, which may be considered at the Employer's discretion.

4. Separation

Employees who have exhausted the disability leave benefits and either do not return to work or are unable to return to work shall be deemed mutually separated from service.

28.02 Service Connected Injury Coverage for Worker's Compensation Waiting Period

An employee shall be allowed full pay 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 Worker's Compensation award for the first seven (7) days, the employee will reimburse the Employer for the payment received under this Article.

28.03 Other Leave Usage to Supplement Worker's Compensation or Disability Leave

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

28.04 Health Insurance

Employees receiving disability leave benefits or workers compensation leave who, at the time of their leave, are receiving health insurance shall continue to be eligible for health insurance. The Employer will pick up the employee's share of health insurance after three (3) months for a period not to exceed twelve twenty-four (24) months.

28.05 Disability Retirement

Prior to the end of the first six (6) months of receiving disability benefits pursuant to this Article, (either disability leave or worker's compensation benefits leave) the employee shall submit an application to the Public Employees' Retirement System (PERS) along with all information required by PERS, for disability retirement under PERS. The receipt of continued benefits pursuant to this Article, after the initial six (6) month period, shall be conditioned upon the employee satisfactorily complying with all PERS requirements of the application process for disability retirement.

In the event the employee is granted disability retirement by PERS, such retirement benefits shall offset the disability benefits provided under this Article. In no event will the receipt of PERS retirement benefits result in a reduction in the percentage of aggregate income provided in this Article.

ARTICLE 29- BENEFITS

29.01 Health Insurance

The Employer shall provide the same comprehensive health care insurance program as provided by the State general health insurance plan including the same level of benefits and costs to the employees. The Employer shall continue the dental and vision coverage according to the benefits trust.

ARTICLE 30- WAGES

30.01 - Definitions of Rates of Pay

Classification salary base rate: The minimum hourly rate of the pay range for the classification to which he employee is assigned.

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

Base: The employee's step rate plus longevity adjustments.

Regular rate: The base rate (which includes longevity) plus all applicable supplements.

Total rate: The regular rate plus shift differential, where applicable.

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

30.02 - Schedule of Pay Adjustments

A. Effective with the pay period that includes July 1, 2012 and July 1, 2014, the pay schedule will be adjusted (0%).

B. Ninety days prior to the pay period that includes July 1, 2013, the parties agree to negotiate a wage increase of no more than 2%. Should the parties be unable to reach an agreement, they shall proceed to interest arbitration in front of Dr. David Pincus.

30.03 - Step Movement

There shall be a freeze on step movement beginning June 21, 2009 through June 20, 2011. Step movement shall resume with the pay period beginning June 21, 2011. Employees hired or promoted between June 21, 2009 and June 20, 2011 shall not receive a probationary step increase. Upon resumption of step movement, the employee's step date shall be the employee's anniversary date of hire promotion or reinstatement. After June 20, 2011, newly hired employees will move to the next step in their pay range after completion of their probationary period. Subsequent step movement shall occur after one (1) year of successful completion of probation provided the employee receives an overall rating of "satisfactory." If an employee's evaluation is not timely completed or not completed, then the employee shall receive the step increase.

Effective January 1, 2001, employees who do not receive a step advancement because of an "unsatisfactory" rating on their performance evaluation may within ten (10) days of receipt of a notice of unsatisfactory rating request a review of their evaluation with the Director of Human Resources (or designee). The Director shall respond within fourteen (14) days of the employee's request for review. If the Director denies the request, the Union may, within ten (10) days of the Director's response, request an expedited arbitration with an arbitrator listed in Article 19 who

shall consider the review and issue a bench decision. The employee shall have the burden of establishing that his or her performance was satisfactory or that the rating of unsatisfactory was unreasonable.

30.04 - Promotions

Employees who are promoted shall be placed in a step to guarantee them at least an increase of approximately four percent (4%). However, re-allocations made as a result of the class modernization study shall not be subject to this provision.

30.05 - Classifications, Pay Range Assignments

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 modify job duty specifications for each classification as needed. The Employer shall notify the Union forty-five (45) days in advance of any change of pay range or specifications. Should the Union dispute the proposed action of the Employer and the two parties are unable to resolve their differences, the parties shall utilize the appropriate arbitration mechanism.

30.06 - Longevity Pay

Beginning on the first day of the pay period within which an employee completes five (5) years of total state service, each employee will receive an automatic salary adjustment equivalent to one-half percent (1/2) times the number of years of service times the first step of the pay rate of the employee's classification for a total of twenty (20) years. This amount will be added to the step rate of pay.

The granting of longevity adjustments shall not be affected by promotion, demotion, or other changes in classification held by the employee.

Only service with state agencies, i.e. agencies whose employees are paid by the warrant of the Office of Budget and Management will be counted for the purposes of computing longevity for employees in the bargaining unit.

ARTICLE 31- TRAINING/CONTINUING EDUCATION

31.01 Training and Development

The Employer and the Union recognize the need for training and development of employees in order that services are efficiently and effectively provided and employees are afforded the opportunity to develop their skills and potential.

31.02 Orientation Training

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

31.03 In-Service Training

Whenever employees are required to participate in in-service training programs, they shall be given time off from work with pay to attend such programs, including travel time needed. If an employee is required to attend training programs after normal work hours, he/she will be compensated for such additional time in compensatory time or cash. Any costs incurred in such training shall be paid for by the Employer. Every reasonable effort shall be made to provide notification of training opportunities available to bargaining unit employees through available channels of communication.

31.04 Leave for Training/Continuing Education Programs

The Employer may grant full-time permanent and part-time permanent employees paid leave during regular work hours to participate in non-Auditor Office Training/Continuing Education Programs which are directly related to the employee's work and will lead to the improvement of the employee's skills and job performance. Reasonable effort will be made to have equitable distribution of such training opportunities among bargaining unit employees.

31.05 Training Records

Upon completion of a Training/Continuing Education Program, the participant will receive a certificate or other appropriate recognition of course completion.

Evidence of completion will be forwarded to the appropriate supervisory designees and shall be placed in the employee's personnel file.

If such evidence of completion is not received by the Employer, additional requests for release time will not be approved.

31.06 Pre-Retirement Programs

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

The Employer will also allow employees who are within one year of eligibility for full retirement to schedule and attend one personal appointment at PERS to discuss their individual situation.

31.07 Employee Input

The Union is encouraged to provide information to the Employer in the Development of Training/Continuing Education Programs for employees. Such information can be offered during Joint Labor/Management meeting or through other mutually agreed to mechanisms.

31.08 Accreditation, Licensure, or Certification Requirements

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

If meeting the requirement(s) requires additional in-service training and/or leave for training/continuing education programs, Sections 31.03 and 31.04 of this Article may be applied.

If an employee does not meet the requirement(s) within a reasonable period of time, the employee shall be moved into another position. If that position is at a pay level less than what the employee is presently receiving, the employee's salary shall be red-lined until such time as the employee's new pay schedule catches up with the red-lined salary.

31.09 Tuition Reimbursement Program

The Employer agrees to provide tuition reimbursement for coursework pre-approved by the Human Resources Division. Eligible coursework will include any education directly related to work in any Auditor's Office classification. Criteria set forth in the Auditor's Office Policy and Procedure Manual must be met for reimbursement. Requests for reimbursement will not be unreasonably denied. In addition, after the effective date of this agreement, bargaining unit employees who attain an associate's degree from an accredited college or university will be given a cash bonus of $250.00, and bargaining unit employees who attain a bachelor's degree from an accredited college or university will receive a $500.00 bonus.

31.10 Computer Purchase Loan Program

The employer agrees to commit $20,000.00 to a computer purchase loan program fund as of July 1, 2009, and to replenish this fund to the level of $20,000.00 on July 1, 2010 and July 1, 2011, as a computer purchase loan program for bargaining unit members.

In order to maximize efficiency and ease of education, the employer supports a computer purchase loan program with funds to be drawn on a first come, first serve basis from the twenty thousand dollars ($20,000.00) set aside in the computer purchase loan program fund for this purpose.

Through the plan the employee is able to purchase computer equipment and software related to educational or business purposes by way of a computer purchase loan with a maximum amount of one thousand five hundred ($1,500.00) dollars and a minimum amount of three hundred ($300.00) dollars.

A computer purchase loan is to be repaid by payroll deductions of equal amounts over the period of 24 months.

Eligibility is limited to one loan per fiscal year per bargaining unit employee and the equipment/software must be retained by the employees until the completion of the loan payments.

In the case of an employee leaving (voluntarily or involuntarily) the remainder of the loan will be taken out of the last paycheck and leave balances if necessary. If, however, an employee leaves due to layoff, the loan payments will be suspended until the end of the recall period. If recalled, the payments will resume after the first full paycheck received by the employee. If not recalled to employment, a payment plan will be negotiated with the employee.

ARTICLE 32- TECHNOLOGICAL CHANGE

Whenever new equipment or technological changes significantly affect operations, the Employer will provide notice to the Union as soon as practicable but not less than sixty (60) days in advance. The Employer, whenever possible, will provide training to employees to acquire the skills and knowledge necessary in retraining for new procedures.

Reasonable notice shall be given in advance whenever there are technological changes that could potentially displace employees so that the employees will have the opportunity to be retrained. Such training shall be for the employees to acquire skills and knowledge necessary to adapt to the technological changes within the Auditor's Office. Such training will be provided on an equal opportunity basis to all employees within the affected classification. Where there are limitations of resources, Auditor's Office seniority shall be used to determine the order in which training opportunities are made available. It shall be the responsibility of the employee to register for any such training offered.

The Employer will make every reasonable effort to schedule the training during normal working hours. If the training does occur during normal working hours then the employee(s) to be trained shall be allowed time off at the Employer's expense. Should the employee(s) be unable to satisfactorily complete the required training, the Employer will make a good faith effort to place the employee(s) into a similar position within the same geographical jurisdiction. If that position is at a pay level less than the employee(s) is presently receiving, the employee's salary shall be frozen until such time as the employee's new pay schedule is equal to the previous rate of pay.

ARTICLE 33- SUBCONTRACTING

33.01 Policy

It is the intention of the Employer to utilize bargaining unit employees to perform work which they normally perform. However, the Employer reserves the right to contract out any work it deems necessary or desirable because of greater efficiency, economy, programmatic benefits or other related factors.

33.02 Application

If the Employer is considering contracting out a function or service which would displace bargaining unit employees, the Employer shall provide reasonable advance notice in writing to the Union for minor contracting out or as much as practicable but not less than ninety (90) days for major contracting out. Upon request, the Employer shall meet with the Union prior to making a decision to contract out and discuss the reasons for the proposal and provide the Union an opportunity to present alternatives.

If the Employer does contract out, any displaced employee will have the opportunity to fill existing equal rated permanent vacancies at the work locations of the Employer. In the event an employee needs additional training to perform the required work in such other position, which can be successfully completed within a reasonable length of time, the Employer shall provide the necessary training during working hours at the Employer's expense.

Non-state employees will not serve as supervisors (as defined by Ohio Revised Code 4117.01 F) of any bargaining unit member. Bargaining unit members will not be responsible for training contract workers, except bargaining unit members may be required to provide orientation and training related to agency policies, procedures and operations.

ARTICLE 34-INDEMNIFICATION AND BONDING

34.01 Employee Protection

The Employer agrees to indemnify members of the bargaining unit from liability incurred in the performance of their duties in accordance with Ohio Revised Code 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 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 laws. The actions of the Ohio Attorney General pursuant to the Ohio Revised Code 9.87 are not subject to grievance or arbitration procedures.

Premiums for any bond required by the Employer or law for an employee to carry out his/her assigned duties shall be paid by the Employer.

ARTICLE 35- NO STRIKE/NO LOCKOUT

There shall be no strike/no lockout during the term of this Agreement pursuant to the Ohio Revised Code Chapter 4117.

ARTICLE 36- SAVINGS

Should any part of this Agreement be declared invalid by operation or law or by a tribunal or competent jurisdiction, the remainder of the Agreement will not be affected thereby but will remain in full force and effect. In the event any provision is thus rendered invalid, upon written request of either party, the Employer and Union will meet promptly and negotiate a mutually satisfactory modification within thirty (30) days

ARTICLE 37- DURATION

37.01 Conflict of Provisions

To the extent that this Agreement addresses matters covered by the conflicting State statutes, administrative rules, regulations or directives in effect at the time of the signing of this Agreement, except for Chapter 4117 Ohio Revised Code, this Agreement shall take precedence and supersede all conflicting State laws.

37.02 Operation of Rules and Laws

To the extent that State statutes, regulations or rules promulgated pursuant to Chapter 4117 or Employer Directives provide benefits to state employees in areas where this Agreement is silent, such benefits shall continue and be determined by those statutes, regulations, rules or directives. The Employer will satisfy its collective bargaining obligations before changing a matter which is a mandatory subject of bargaining.

37.03 Work Rules

After the effective date of this Agreement, Auditor's Office work rules and directives must not be in violation of this Agreement. Such work rules must be fair and reasonable, and the Union shall have an opportunity to discuss them prior to their issue. Likewise, after the effective date of this Agreement, any past practices and precedents may not be considered as binding authority in any proceeding arising under this Agreement.

37.04 Successor

In the event that the Auditor of State of Ohio sells, leases, transfers or assigns any of its facilities to political subdivisions, corporations or persons, and such sale, lease transfer or assignment would result in the layoff or termination of bargaining unit employees covered by this Agreement, the Employer shall attempt in good faith to arrange for the placement of such employees with the new Employer of the State. The Employer shall notify the Union in writing at least thirty (30) days in advance of the final date of any such sale, lease, transfer or assignment.

37.05 Duration of Agreement

The Agreement shall continue in force and effect for three (3) years from June 22, 2012 through June 22, 2015 and shall constitute the entire Agreement between the parties. All rights and duties of both parties are specifically expressed in this Agreement. Any and all prior Agreements or understandings, written, oral, or implied are hereby cancelled. This Agreement concludes the collective bargaining for its term, subject only to a desire by both parties to agree mutually to amend or supplement it at any time. This Agreement may be amended only by written agreement between the Employer and the Union. No verbal statements shall supersede any provisions of this Agreement.

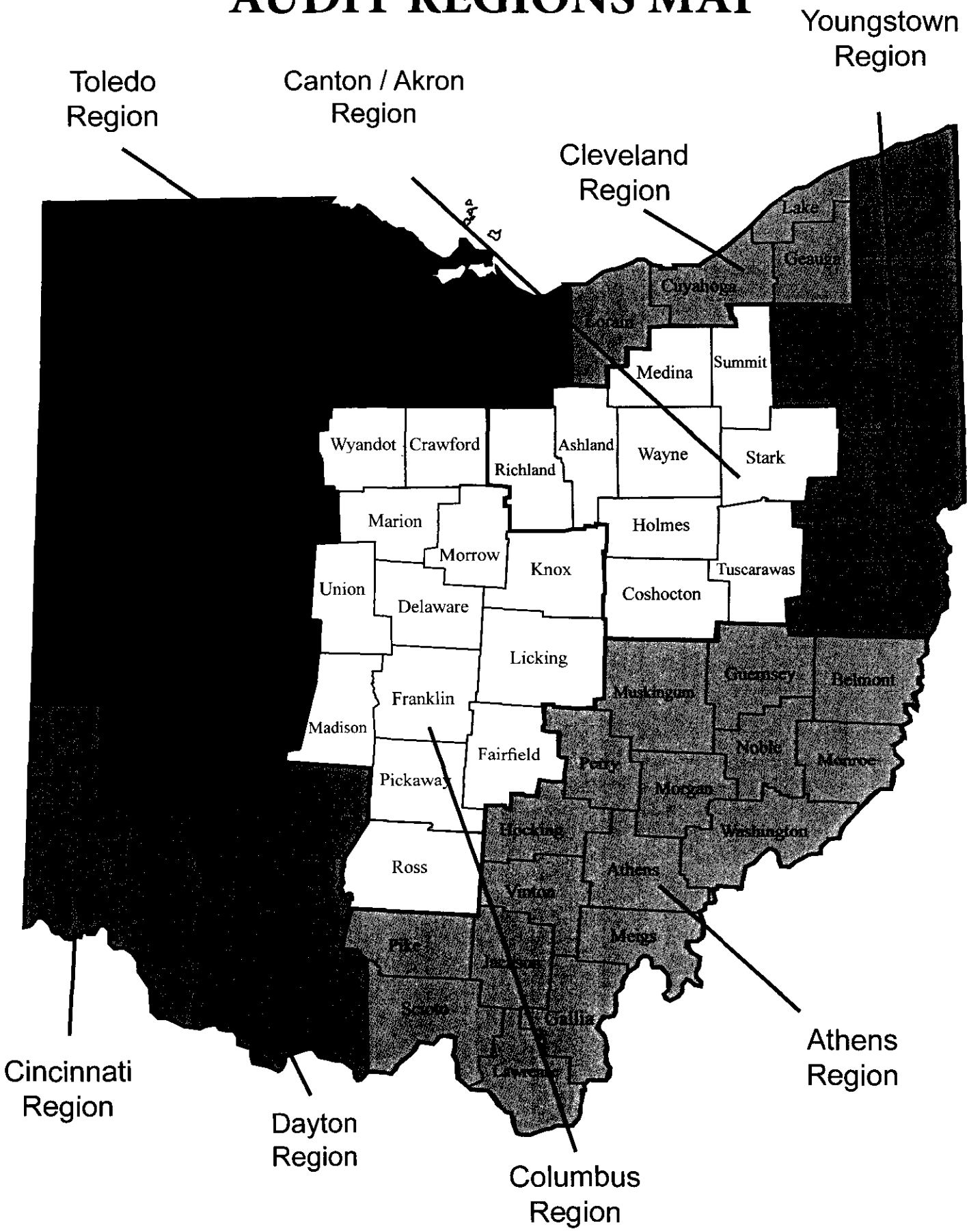
Group	Class. No.	Title	Pay Range
1	12551	Secretary	27
	12113	Clerk 3	26
	12112	Clerk 2	04
	12111	Clerk 1	03
	12131	Telephone Operator 1	04
	12612	Word Proc. Spec. 2	27
	12611	Word Proc. Spec. 1	26
	12513	Office Asst. 3	27
	12512	Office Asst. 2	26
	12511	Office Asst. 1	25
	16514	Account Clk. Supervisor	29
	16512	Account Clk. 2	27
	16511	Account Clk. 1	26
	16832	Executive Secretary	10
	12735	Mail Center Supervisor	06
	12731	Mail Clerk/Msgr.	04
	12732	General Services Specialist	27
	42111	Custodial Wkr.	02
	53811	Laborer	02
	12421	Reproduction Equip. Opr. 1	25
	12422	Reproduction Equip. Opr. 2	27
2	12333	Data Entry Opr. 3	26
	12332	Data Entry Opr. 2	25
	12331	Data Entry Opr. 1	04
	12342	Data Librarian 2	25
	12341	Data Librarian 1	24
	12372	Computer Opr. 4	29
	12371	Computer Opr. 3	28
	12372	Computer Opr. 2	26
	12370	Computer Opr. 1	25
	12323	Data Processor 3	26
	12322	Data Processor 2	25
	12321	Data Processor 1	04
	12366	Data Tech. Supervisor	08
	12362	Data Tech. 2	25
	12361	Data Tech. 1	24
	12353	Data Control Tech. 3	27
	12352	Data Control Tech. 2	26
	12351	Data Control Tech. 1	25
	12412A	Digital Publishing Operator 2	10
	12411A	Digital Publishing Operator 1	07
	12410A	Digital Publishing Apprentice	05
	12451A	Imaging Technician	26

Group	Class. No.	Title	Pay Range
3	64412	Information Writer 2	29
	64411	Information Writer 1	27
	64432	Pub. Inq. Asst. 2	29
	64431	Pub. Inq. Asst. 1	27
	64620	Personnel Aide	26
4	26211	Investigator	30
	26281A	Special Investigator (Not Included: 16029.0, 16030.0, 16031.0)	33

Excluded: **All supervisors, confidential employees, management level employees, fiduciary employees, professional employees, seasonal and casual employees, and all other employees within the previously excluded Position Control Numbers (PCN's)**

OHIO AUDITOR OF STATE'S OFFICE

AUDIT REGIONS MAP



PAY RANGE TABLE EFFECTIVE THE PAY PERIOD WHICH INCLUDES JULY 13, 2013

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1	$13.10	$13.38	$13.66	$13.94	$14.26			
	$27,248	$27,830	$28,413	$28,995	$29,661			
2	$13.50	$13.80	$14.10	$14.41	$14.75			
	$28,080	$28,704	$29,328	$29,973	$30,680			
3	$13.94	$14.26	$14.59	$14.91	$15.30			
	$28,995	$29,661	$30,347	$31,013	$31,824			
4	$14.41	$14.75	$15.13	$15.49	$15.87			
	$29,973	$30,680	$31,470	$32,219	$33,010			
5	$14.91	$15.30	$15.70	$16.15	$16.45			
	$31,013	$31,824	$32,656	$33,592	$34,216			
6	$15.49	$15.87	$16.29	$16.66	$17.09			
	$32,219	$33,010	$33,883	$34,653	$35,547			
7	$16.15	$16.45	$16.85	$17.28	$17.78	$18.41		
	$33,592	$34,216	$35,048	$35,942	$36,982	$38,293		
8	$16.85	$17.28	$17.78	$18.41	$19.14	$19.95		
	$35,048	$35,942	$36,982	$38,293	$39,811	$41,496		
9	$17.78	$18.41	$19.14	$19.95	$20.87	$21.82		
	$36,982	$38,293	$39,811	$41,496	$43,410	$45,386		
10	$19.14	$19.95	$20.87	$21.82	$22.77	$23.92		
	$39,811	$41,496	$43,410	$45,386	$47,362	$49,754		
11	$20.87	$21.82	$22.77	$23.92	$25.09	$26.35		
	$43,410	$45,386	$47,362	$49,754	$52,187	$54,808		
12	$22.77	$23.92	$25.09	$26.35	$27.61	$28.96		
	$47,362	$49,754	$52,187	$54,808	$57,429	$60,237		
23	$13.66	$13.94	$14.26	$14.59	$14.91	$15.30		
	$28,413	$28,995	$29,661	$30,347	$31,013	$31,824		
24	$14.10	$14.41	$14.75	$15.13	$15.49	$15.87		
	$29,328	$29,973	$30,680	$31,470	$32,219	$33,010		
25	$14.59	$14.91	$15.30	$15.70	$16.15	$16.45		
	$30,347	$31,013	$31,824	$32,656	$33,592	$34,216		
26	$15.13	$15.49	$15.87	$16.29	$16.66	$17.09		
	$31,470	$32,219	$33,010	$33,883	$34,653	$35,547		
27	$15.70	$16.15	$16.45	$16.85	$17.28	$17.78	$18.41	
	$32,656	$33,592	$34,216	$35,048	$35,942	$36,982	$38,293	
28	$16.45	$16.85	$17.28	$17.78	$18.41	$19.14	$19.95	
	$34,216	$35,048	$35,942	$36,982	$38,293	$39,811	$41,496	
29	$17.28	$17.78	$18.41	$19.14	$19.95	$20.87	$21.82	
	$35,942	$36,982	$38,293	$39,811	$41,496	$43,410	$45,386	
30	$18.41	$19.14	$19.95	$20.87	$21.82	$22.77	$23.92	
	$38,293	$39,811	$41,496	$43,410	$45,386	$47,362	$49,754	
31	$19.95	$20.87	$21.82	$22.77	$23.92	$25.09	$26.35	
	$41,496	$43,410	$45,386	$47,362	$49,754	$52,187	$54,808	
32	$21.82	$22.77	$23.92	$25.09	$26.35	$27.61	$28.96	$30.40
	$45,386	$47,362	$49,754	$52,187	$54,808	$57,429	$60,237	$63,232
33	$23.92	$25.09	$26.35	$27.61	$28.96	$30.40	$31.85	$33.44
	$49,754	$52,187	$54,808	$57,429	$60,237	$63,232	$66,248	$69,555
34	$26.35	$27.61	$28.96	$30.40	$31.85	$33.44	$35.10	$36.80
	$54,808	$57,429	$60,237	$63,232	$66,248	$69,555	$73,008	$76,544
35	$28.96	$30.40	$31.85	$33.44	$35.10	$36.80	$38.62	$40.54
	$60,237	$63,232	$66,248	$69,555	$73,008	$76,544	$80,330	$84,323
36	$31.85	$33.44	$35.10	$36.80	$38.62	$40.54	$42.57	$44.70
	$66,248	$69,555	$73,008	$76,544	$80,330	$84,323	$88,546	$92,976