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Agreement

between

The Treasurer of the State of Ohio

and

**The Ohio Civil Service Employees
Association**



Effective

March 15, 2012

to

March 14, 2015

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PREAMBLE

This Agreement entered into by the Treasurer of the State of Ohio, hereinafter referred to as the Employer, and the Ohio Civil Service Employees Association, Local 11, AFSCME, AFL-CIO, hereinafter referred to as the Union or the Exclusive Bargaining Agent, has as its purposes the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of wages, hours, and other terms and conditions of employment.

ARTICLE 1 - RECOGNITION

1.01 - Exclusive Representation

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages, hours, and other terms and conditions of employment for all full and part-time and intermittent employees in the classifications included in certifications of the State Employment Relations Board (SERB).

The classifications included in these certifications are listed in Appendix A. Any classifications accredited to the unit shall be added to the Appendix as though originally included.

The Employer shall neither recognize nor negotiate with any other union or employee organization on matters pertaining to wages, hours and/or other terms or conditions of employment. The Employer shall not permit dues deduction 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 shall promptly notify the Union of its decision to establish any 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. A petition may be filed by either party with SERB to amend the certification to include the new classification title.

If a new classification contains a significant part of the work now done by any classification in this bargaining unit or shares a community of interest with classifications in the bargaining unit, the Union may notify the Employer that it believes the classification should be in the bargaining unit within thirty (30) days of its receipt of the Employer's notice. The parties shall then meet not later than twenty-one (21) days following such notice to review the classification specifications and, if unable to agree as to its inclusion or exclusion, shall submit the question to SERB for resolution.

1.03 - Bargaining Unit Work

Supervisors shall only perform bargaining unit work to the extent that they have previously performed such work. 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, during the life of this Agreement.

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 no-shows; or when the classification specification provides that the supervisor

does, as a part of his or her job, some of the same duties as bargaining unit employees.

Except in emergency circumstances, overtime opportunities for work normally performed by bargaining unit employees shall be offered first 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 classifications shall exclude supervisors from doing bargaining unit work. The Employer recognizes the integrity of the bargaining unit and shall not take action for the purpose of eroding the bargaining unit.

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 or the State of Ohio on the basis of race, sex, creed, color, religion, age, national origin, political affiliation, disability, or sexual orientation. Nor shall either party discriminate on the basis of family relationship. The Employer shall prohibit sexual harassment and take action to eliminate any occurrence of sexual harassment in accordance with the Ohio Revised Code (ORC), Article 4112, 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.

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 shall 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 of rights granted by this Agreement.

2.03 - Affirmative Action

The Employer and the Union agree to work jointly through the Labor/Management Committee to implement positive and aggressive equal employment opportunity/affirmative action programs to prevent discrimination and to ensure equal employment opportunity in the application of this Agreement. The Committee shall suggest strategies to improve equal opportunities.

ARTICLE 3 - UNION RIGHTS

3.01 - Access

Reasonable access shall be granted to stewards, professional Union representatives and chapter officers defined to include president and vice president for the purpose of administering this Agreement, provided such access is requested in advance and that Union representatives comply with Treasurer's Office report-in procedures. The Employer may provide a management representative to accompany a non-employee Union representative when 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 jurisdiction areas as soon as they are designated. Any changes shall be forwarded to the Employer by the Union as soon as changes are made.

3.02 - Stewards

The Employer agrees to recognize a reasonable number of local stewards as designated by the Union. Stewards and chapter officers as defined above shall be allowed a reasonable amount of time away from their regular duties to administer the contract at the facility where they work. Such administration shall be performed by stewards and chapter officers only within their own agency unless the agencies involved agree to cross agency-line representation. Stewards and chapter officers shall be allowed a reasonable amount of time away from their regular duties to represent employees covered by this Agreement at worksites other than their own. Stewards and chapter officers shall not leave their work to administer the contract without first notifying and making mutual arrangements with their supervisor or designee as well as the supervisors of any unit to be visited. Such arrangements shall not be unreasonably denied. The Employer recognizes that to ensure adequate Union representation, in occasional or unusual circumstances, limited travel time for stewards may be necessary. The Union shall notify the Employer of the 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 Treasurer'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.

3.03 - Meeting Space

The Union may request use of Treasurer's Office facilities to hold Union meetings with Treasurer's Office employees. Where feasible, the Employer shall provide such space conformant to the Treasurer's Office security procedures. Such meetings shall not interrupt State work and shall not involve employees who are working. Approval by the Employer of such requests shall not be

unreasonably denied.

3.04 - Bulletin Boards

The Employer shall provide a reasonable number of bulletin boards for the exclusive 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 Treasurer's Office mail system. This usage shall be limited to matters that involve the Union and the Employer. It is not for the purposes 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 - Union Orientation

Where the Employer has a structured employee orientation program, the Union shall be permitted to make a reasonable presentation regarding the Union.

3.07 - Information Provided to the Union

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

Seniority lists shall be provided to the Union upon request, but not to exceed four times per year. The respective lists shall include every employee's name, classification, state seniority, and Treasurer of State Bargaining Unit seniority.

The Employer shall furnish tables of organization as same are prepared from time to time.

3.08 - Printing of Agreement

The parties shall equally share the cost of printing this contract.

3.09 - Union Leave

Union Release Time

A reasonable number 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 at least fourteen (14) days' notice of such absence is given to the Director of Human Resources. Notice shall be provided by the OCSEA chapter president with follow up confirmation from the Union's central office prior to the date of the requested leave.

Union Leaves of Absence

Upon request, the Employer shall grant an unpaid leave of absence for four (4) months for a full-time Treasurer's Office employee if the employee is serving as a temporary paid Union employee. Upon request the Employer shall grant an unpaid leave of absence for one (1) year for a full-time Treasurer'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 Treasurer's Office employee if the employee is elected to the statewide Union office of president. Similarly, the Employer shall grant a part-time unpaid leave of absence for not more than four (4) years for a full-time Treasurer's Office employee elected to the statewide Union office of vice-president or secretary/treasurer.

Unpaid Union leaves as described in this paragraph 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 Union leaves of absence shall be reinstated to a same/similar position as previously held for which they are qualified. In the event that the employee's position has been eliminated or abolished during the term of the employee's unpaid leave of absence, the employee shall be reinstated to a vacant position for which the employee is qualified.

3.10 - Union Offices

Where the Union currently has an office, such practice shall continue during the term of this Agreement.

ARTICLE 4 - CHECKOFF

4.01 - Dues Deduction

The Employer shall 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 shall also deduct biweekly voluntary contributions to the Union's political action committee (P.E.O.P.L.E.) upon receipt of a voluntary written individual authorization from any bargaining unit employee on a form mutually agreed to by the Union and the Employer.

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 shall not unreasonably withhold approval.

Employees recalled from temporary or seasonal layoff or returning from leave of absence shall resume payroll deduction of membership dues or fair share fees commencing the first pay period of work.

4.02 - 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, within thirty (30) calendar days following the effective date of this Agreement 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 that provides for a rebate of expenditures in support of partisan politics or ideological causes not germane to the work of employee organizations in 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 cards. Fair share fee deductions shall begin after sixty (60) days of service.

4.03 - Maintenance of Membership

All employees in the bargaining unit 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.

4.04 - Indemnification

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken as a result of the Union under the provisions of this Article.

ARTICLE 5 - MANAGEMENT RIGHTS

The Union agrees that all of the function, rights, powers, responsibilities and authority of the Employer, in regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provision of the Agreement are, and shall remain, exclusively those of the Employer. The sole and exclusive rights and authority of the Employer include specifically, but are not limited to, the rights listed in ORC, Section 4117.08 (C) (1)-(9), inclusive.

ARTICLE 6 - PROBATIONARY EMPLOYEES

6.01 - Probationary Periods

All employees who are newly hired, promoted, or laterally transferred to a different classification shall serve a probationary period. The probationary period shall be one hundred and twenty (120) days for classifications paid at grades 1 to 7 and grades 23 to 28 or one hundred eighty (180) days for classifications paid at grades 8 to 12 and grades 29 to 36. The probationary period for intermittent employees shall be seven hundred (700) hours. The Employer retains the right to place the employee back in his/her previous classification if the employee fails to perform satisfactorily during the probationary period.

An employee granted a lateral transfer pursuant to Article 15 of this Agreement shall serve a trial period equivalent to one half (1/2) of the standard probationary period for the classification of the vacancy. The Employer retains the right to place the employee back in his/her previous position if the employee fails to perform satisfactorily during the trial period.

An employee's probationary period may be extended by a period equal to employee leaves of fourteen (14) consecutive days or longer, except for approved periods of vacation leave.

The duration of a probationary period of an individual employee may be extended by mutual agreement of the Employer and Union.

6.02 - Conversion of Temporary and Interim Employees

A temporary or interim employee who becomes a permanent employee in a position involving substantially the same work he/she performed as a temporary or interim employee shall be credited with his/her time served but no more than one-half (1/2) the length of the probationary period for the classification.

ARTICLE 7 - OTHER THAN PERMANENT POSITIONS

7.01 - Temporary Positions

Temporary positions are those positions in which work is of a temporary nature and a specified duration, not to exceed thirty (30) days. The Employer agrees not to use temporary positions to avoid filling permanent full-time positions.

7.02 - Interim Positions

Interim positions are those positions in which the work is of a temporary nature and the duration is fixed by the length of absence of an employee on an approved leave of absence. The duration of interim positions shall not exceed thirty (30) days plus the length of the leave of absence.

7.03 - Intermittent Positions

Intermittent positions are used to supplement the regular work force during periods of increased work load which do not exceed one thousand three hundred (1300) hours per fiscal year (July 1 – June 30). Upon completion of the seven hundred (700) hours probationary period, the intermittent employees shall be called back from year to year and have full standing in all procedures under this Agreement. The Employer agrees not to use intermittent positions to avoid filling permanent full-time positions. The allocation and use of intermittent positions shall be appropriate subjects for the Labor/Management Committee.

7.04 - Intermittent Position Assignments

Intermittent employees shall be assigned to a department by Human Resources and called as needed by the respective Department Director.

The call-list, ordered by seniority within the Department, shall be rotated on a project by project basis. If an employee refuses work or cannot be reached he/she shall be placed at the bottom of the seniority list just as if he/she had worked.

If the project requires fewer employees than already called in to work, the remaining work shall be offered first to the most senior employee(s).

Intermittent employees who are called in to work shall receive a minimum of four (4) hours pay for that day.

7.05 - Salaries for Intermittent Positions

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

ARTICLE 8 - LABOR/MANAGEMENT COMMITTEE

8.01 - Treasurer'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 at least once per quarter, unless mutually agreed to otherwise.

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:

1. The administration of this Agreement;
2. Changes contemplated by the Employer which may affect bargaining unit employees;
3. The future needs and programs of the Employer;
4. General information of interest to the parties;
5. Views of bargaining unit employees and suggestions on subjects affecting those employees;
6. Problems that give rise to outstanding grievances and ways of preventing contract violations and other workplace conflicts (the parties agree that the discussion of individual grievances is not an appropriate topic for Labor Management Committees);
7. Proposed work rules;
8. Such other items as the parties may mutually agree to discuss.

The Committee shall be co-chaired by a labor representative and a management representative. The agenda for each meeting shall be jointly prepared by the co-chairpersons in advance of the meeting. The parties are committed to a timely completion and distribution of the minutes. The minutes shall not be construed as constituting a binding agreement or negotiations between the parties.

8.03 - Time Off

Unless mutually agreed otherwise, such meetings shall be held during normal work hours.

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 that interfere with job duties and responsibilities. The Union and the Employer, therefore, agree to participate in the existing Ohio Employee Assistance Program (E.A.P.) for its employees and members of immediate families and to work jointly to promote E.A.P.

Records regarding treatment and participation in the E.A.P. 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 21.

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.

The Employer or its representative shall not direct an employee to participate in the E.A.P. Such participation shall be strictly voluntary.

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

ARTICLE 10 - CHILD CARE

10.01 - Child Care Voucher Program

Eligibility

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

1. Employees shall 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 shall be 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 thirty-five thousand and one (\$35,001) dollars for the previous calendar year.
5. Employees shall only be eligible if they had employment-related child care expenses in the previous calendar year equal to or greater than the amount of the lump sum payment;
6. Employment-related child care expenses shall have been for those children who were thirteen (13) years of age or less at the time the expenses were incurred.

Application

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

Reimbursement

1. Maximum reimbursement shall be as follows:
 - (a) \$500.00 for one eligible child
 - (b) \$800.00 for two eligible children
 - (c) \$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

10.02 - Dependent Care Spending Account Program

To the extent the State of Ohio offers a Dependent Care Spending Account program, the same program shall be offered to employees of the Treasurer's Office.

ARTICLE 11 - HEALTH AND SAFETY

11.01 - General Duty

Occupational safety and health is the mutual concern of the Employer, the Union, and the employees. The Union shall 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 and departmental safety rules and regulations. Nothing in the Agreement shall imply the Union has assumed legal responsibility for the health and safety of employees.

11.02 - Personal Protective Clothing and Equipment

Where applicable, the Employer shall continue to provide protective clothing and/or equipment.

11.03 - Unsafe Conditions

All employees shall report promptly unsafe conditions related to physical plant, tools and equipment to their supervisors. If the supervisor does not abate the problem, the matter then should be reported to the Department Director responsible for said area. In such event, the employee shall not be disciplined for reporting these matters to these persons. The Department Director shall abate the problem or shall report to the employee or his/her Union representative in five (5) days or less reasons why the problem cannot be abated in an expeditious manner.

No employee shall be required to operate equipment that any reasonable operator in the exercise of ordinary care would know such operation might cause injury to the employee or anyone else. An employee shall not be subject to disciplinary action by reason of his/her failure or refusal to operate or handle any such unsafe piece of equipment. In the event that a disagreement arises between the employee and his/her supervisor concerning the question of whether or not a particular piece of equipment is unsafe, the Department Director shall be notified and the employee shall not be required to operate the equipment until a service representative has inspected said equipment and deemed it safe for operation.

An employee shall not be disciplined for a good faith refusal to engage in an alleged unsafe or dangerous act or practice which is abnormal to the place of employment and/or position description of the employee. Such a refusal shall be reported immediately by the Department Director to the Director of Human Resources for evaluation.

Nothing in this section shall be construed as preventing an employee from grieving the Employer's decision.

11.04 - Communicable Diseases

If the Employer becomes aware of communicable diseases which employees may be or have been exposed to, the Employer shall notify the employees.

Information provided to the employees shall include the symptoms of the diseases, modes of transmission, methods of self-protection, proper workplace procedures, special precautions and recommendations for immunization, where appropriate.

11.05 - The Right to Know about Toxic Chemicals

All employees shall have access to information on all toxic substances in the workplace pursuant to current O.S.H.A. regulations.

11.06 - First Aid and C.P.R.

Adequate first-aid equipment, supplies and training shall be provided by the Employer on an ongoing basis. When not required by actual job responsibilities, employees may volunteer for first-aid training. All employees may take advantage of any DAS or statewide first-aid or C.P.R. training programs.

All employees at worksites where there is a dispensary staffed by a medical professional shall have access to the dispensary.

11.07 - Computer Monitors

The Employer shall provide ergonomically appropriate work stations. When requested, the Employer shall make every effort to schedule at least fifteen (15) minutes of non-computer work every two (2) hours for those employees who work for extended periods of time at computer monitors. This work is in addition to rest periods provided by Article 13.05 and is not to be considered break time.

Eye Exams

An employee who regularly operates a computer with a computer monitor may obtain an annual eye examination paid by the Employer up to forty-five (\$45) dollars 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 shall reimburse up to forty-five (\$45) dollars upon presentation of a denied claim form.

11.08 - Working Alone

The Employer shall develop practices and procedures to minimize as much as possible any situations where employees are working alone in potentially hazardous areas; and, in those cases

when employees are required to work alone, the Employer shall adopt practices and procedures to minimize as much as possible any potential risk to the affected employees.

11.09 - Physical Exams

The Employer agrees to provide, without cost to employees, physical exams when such tests are necessary to determine whether the health of employees is being adversely affected by exposure to potentially harmful physical agents or toxic materials.

The Employer agrees to provide to the employee and his/her personal physician a complete and accurate written report of any such medical examination related to occupational exposure.

Additionally, written results of any industrial hygiene measurements or investigations related to an employee's occupational exposure shall be provided upon request of the employee or the Union.

11.10 - 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 two (2) scheduled work days, on forms furnished by the Employer, no matter how slight the accident/incident. Such forms shall be available from an employee's supervisor.

11.11 - Water and Restroom Facilities

Safe, chilled drinking water shall be provided to all employees. Employees shall have access to restroom facilities in close proximity to their place of employment.

11.12 - Personal Property

Employees shall receive reasonable reimbursement up to a maximum of two hundred (\$200) dollars for the cost of any personal property worn by the employee destroyed or damaged in the line of duty, provided the employee has exercised reasonable care for his/her property.

11.13 - Emergency Phone Use

Employees shall promptly be notified and permitted to answer incoming emergency phone calls and make return emergency calls on a state phone.

ARTICLE 12 - SUPERVISOR/EMPLOYEE CONFLICT

In order to address concerns pertaining to interpersonal conflict such as, but not limited to, disparate treatment, verbal abuse, and retaliation, and in the interest of morale and productivity, the Employer agrees to the following. Where such problems are perceived, employees may bring a complaint to the attention of the appropriate level of management.

It is the intention that this process provides a vehicle outside of the grievance procedure. It shall be understood that the appropriate level of management is the lowest level of management that is able to effectively address the issue.

ARTICLE 13 - WORK WEEK, SCHEDULES AND OVERTIME

13.01 - 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. Standard work hours shall be 8:00 a.m. to 5:00 p.m. Monday through Friday. The Employer retains the right to establish and modify work schedules to meet operational need.

13.02 - Work Schedules

It is understood that the Employer reserves the right to limit the number of persons to be scheduled off work at any one time.

For purposes of this Agreement, "work schedules" are defined as an employee's assigned work shift (hours of the day) and days of the week.

Where the Employer has determined the need for alternate starting and ending times within a work group/section, *i.e.*, those employees in the same classification performing the same or similar duties, the Employer shall canvass and assign work shift preference by Treasurer of State bargaining unit seniority.

The Employer may change an employee's regular schedule to avoid incurring the cost of overtime. Since overtime may still result, provisions of Section 13.08 shall be followed. To the extent practicable, when an employee is required to change his/her schedule to meet operational need any resulting time off shall be arranged to extend the weekend. If an employee is expected to work in excess of forty (40) hours, notification shall be given as soon as known or prior to the end of the previous business day. Employees have the right to refuse changes in work schedules that cause hardship due to less than a twenty-four (24) hour notice.

13.03 - Flex Time

Employees may request to flex their time or rearrange their work schedule for a given day to accommodate personal needs. Requests shall be submitted with sufficient advance notice to the supervisor. Requests may be denied based upon operational need. In case of a denial, the Employer shall explain the reason for the denial. The refusal of flextime by the Employer is not grievable.

Neither work schedule changes nor flex time requests, unless mutually agreed, may split an employee's shift within a workday. Employees shall not flex schedules across pay periods or across weeks within a pay period.

13.04 - Meal Periods

Except as may be agreed to under the Flex Time provision of this Article, no employee shall take less than thirty (30) minutes or more than sixty (60) minutes for a meal period. The Employer will usually schedule meal periods near the midpoint of a shift. Meal periods shall not be used to offset tardiness or shorten the established work schedule.

13.05 - Rest Periods

All employees shall be granted a fifteen (15) minute paid rest period within every four (4) hours of work performed. Such rest periods shall be scheduled by mutual agreement between the employee and the immediate supervisor. It is further understood that such rest periods shall not be scheduled immediately before or after a meal period, nor immediately after the start or before the end of the work shift.

13.06 - Assignments

The Employer retains the right to assign or change assignments of employees as required to meet operational need. Assignments are the set of duties and tasks that define a position within a specific classification. Assignments or changes in assignments implemented pursuant to this section shall not change the affected employee's classification. Changes in an employee's regular assignment shall not be made solely for punitive reasons. Changes in an employee's regular assignment shall be based on the qualifications, work record and Treasurer of State seniority of the affected employees. When two or more employees are relatively equal in qualifications and work record, the assignment shall be made based upon that seniority. If a change in assignment is to be for ninety (90) days or less, the employee shall be informed that the change is a temporary assignment.

The Employer retains the right to implement reorganizations that include moving operational functions and the employee(s) performing those functions from one department to another.

13.07 - Report-In Locations

All employees covered under the terms of this Agreement shall be at their report-in locations ready to commence work at their starting time. For all employees, extenuating and mitigating circumstances surrounding tardiness shall be taken into consideration by the Employer in dispensing discipline.

Employees who must report to work at some site other than their normal report-in location, which is farther from home than their normal report-in location and is outside of the employee's headquarters county, shall have any additional travel time counted as hours worked.

Due to the nature of their work, employees may have their homes designated as a report-in location.

Current practices regarding authorization for overnight stays shall continue. An employee required to spend two (2) or more consecutive days at a place other than his/her normal report-in

location shall be granted travel time for one (1) round trip.

13.08 – Overtime

It is understood and agreed that determining the need for overtime, scheduling overtime, and requiring overtime are solely the rights of the Employer.

However, it is acknowledged by the parties that the majority of overtime available in the Treasurer's Office is work which is specific to a particular employee's specialized work assignment or is an assignment the incumbent is required to finish.

Overtime opportunities, other than those of a specialized nature as described above, shall be offered in accordance with the following order:

1. To qualified employees within the work group/section who normally perform the work (or similar work);
2. To qualified employees within the department;
3. To qualified employees outside the department.

In the event that a sufficient number of employees is 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. When calling mandatory overtime, intermittent employees shall be mandated by seniority the same as other bargaining unit employees.

Insofar as practicable, the Employer shall make a good faith effort to equalize overtime opportunities among the employees who normally perform the duties.

Quarterly overtime reports will be made available to the Union upon request.

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. Thereafter, rest periods pursuant to Section 13.05 shall be in effect.

Overtime that is available when interim, intermittent, and temporary employees are on staff shall first be offered to permanent full-time bargaining unit employees.

13.09 - Work during an Emergency

In the event of an emergency, other than as defined in Section 13.17, requirements for work shall be defined by the business continuity plan for each department.

13.10 - Call-Back Pay

Employees called to work outside of a regularly scheduled shift, and who answer the call to work but are not required to report to a physical work location, will be paid in accordance with Section 13.12 of this Agreement. Employees called to report to work and who do report outside of a regularly-scheduled shift shall be paid a minimum of four (4) hours at the regular rate of pay, or

actual hours worked at the overtime rate, whichever is greater. Call-back pay at regular time is excluded from the overtime calculation.

An employee called back to take care of an emergency may be assigned other work up to 2.67 hours total.

13.11 - Report Pay

Full-time and part-time employees who report to work as scheduled and are then informed that they are not needed shall receive their full day's pay at regular rate.

13.12 - Payment for Overtime

All 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.

13.13 - 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 shall 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 rendered, payment for overtime work shall be made.

Compensatory time must be used within one hundred eighty (180) days from when it was earned. Compensatory time not used within one hundred eighty (180) 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.

Upon termination of employment, an employee shall be paid for unused compensatory time at the employee's final regular rate.

13.14 - Alternate Work Schedules

The Employer recognizes the employee's desire to achieve a balance between work and personal needs. To that end, the Employer is committed to providing possible alternate work

schedules where practical and feasible. Employees, via a work-unit or department level labor management committee, may suggest alternate work schedules to Department Directors. Alternate work schedules may be piloted by work-units and outcomes are an appropriate topic for the Treasurer of State Labor Management Committee. The refusal of alternate work schedules by the Employer is not grievable.

13.15 - Stand-By Pay

A full-time or part-time employee is entitled to stand-by pay if he/she is required by the Employer to be on stand-by, that is, to be fit for duty, restricted in travel and available for possible call to work. An employee entitled to stand-by pay shall receive twenty-five (25%) percent of his/her base rate of pay for each hour he/she is in stand-by status. Stand-by time shall be excluded from overtime calculation. Stand-By status shall be distinguished from Call-Back status by the following: 1) Direct notice of the requirement, as in the preceding; 2) Employee's off-duty activities are specifically restricted by the Employer; 3) Employee is given a specific period of time during which he/she must respond to any summons from the Employer with the consequences of discipline for failure to respond/report. Once summoned to report, Stand-By pay will continue until the employee reports and actual work is performed, at which time the pay provisions of Section 13.10 will apply and Stand-By pay will cease. An employee required to carry a cell phone or other communication device while "on-call" is not on Stand-By status unless specifically notified that he/she is to be on "Stand-By" status. An employee on stand-by who fails to report in a timely manner when called to work may be subject to discipline.

13.16 - Shifts

Except as may be agreed to under Section 13.03, there shall be no split shifts for full-time employees.

13.17 - Weather Emergency Leave

In the event employees are directed not to report to work or sent home due to weather conditions, 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 weather emergency shall receive pay at time and one-half (1-1/2) for hours worked during the weather emergency. Any overtime worked during a weather emergency shall be paid at double time.

A weather emergency shall be considered to exist when declared by the Employer, Governor or the Governor's designee for the county where the employee lives or works. Additionally, when a level-three (3) weather emergency is declared by the County Sheriff in the county where the employee lives or works, any affected Treasurer's Office bargaining unit employee shall receive paid leave. Under such circumstances each affected employee shall be required to call off work to his/her supervisor.

13.18 - Temporary Working Level

The Employer may temporarily assign an employee to replace an absent employee or to fill a vacant position during the posting and selection process. If the temporary assignment is to a classification with a higher pay range and is in excess of four (4) working days, the affected employee shall receive a pay adjustment which increases the step rate of pay to either (a) the classification salary base of the higher level position or (b) a rate of pay approximately four (4) percent above his/her current step rate of compensation. If an employee goes on disability leave while working in a temporary working level, the employee's pay shall revert to the rate of his/her permanent assignment.

ARTICLE 14 - SENIORITY

14.01 - Definitions

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

1. State Seniority - The total length of continuous 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;
2. Treasurer of State Bargaining Unit Seniority - The total length of continuous service in a bargaining unit classification in the Treasurer's Office beginning with the last date of hire.

Part-time employees covered by this Agreement shall have their time prorated towards the calculation of seniority. For example, an employee who works twenty (20) hours per week shall earn one (1) year's seniority after two (2) years of work.

Interim or temporary employees who become permanent shall begin to earn seniority when they become bargaining unit employees covered by this Agreement.

For purposes of calculating seniority, an intermittent employee who works one (1) hour or more in a two (2) week pay period shall be credited with fourteen (14) days of service for such a period.

A probationary employee shall have no seniority until he/she completes the probationary period. Upon the completion of probation he/she shall acquire seniority from his/her date of hire. For the purpose of accrual of seniority, an employee who has a continuous period of temporary or interim employment prior to receiving a permanent appointment shall acquire seniority for such time.

14.02 - Continuous Service

Continuous service shall be interrupted only by the following:

1. Separation because of resignation;
2. Discharge for just cause;
3. Failure to return from leave of absence;
4. Failure to respond to recall from layoff; or
5. Disability separation.

Continuous service is not interrupted in the following examples:

1. An employee on disability leave for less than three (3) 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 date of the separation has not experienced a break in service and shall continue to earn seniority while on separation;
3. An employee receiving Worker's Compensation has not experienced a break in service and shall continue to earn seniority and service credits while on Worker's Compensation;
 4. An employee who is laid off and recalled within eighteen (18) months has not experienced a break in service and shall continue to earn seniority and service credits while on layoff;
 5. An employee who is laid off and is re-employed, *i.e.*, not recalled by any state agency, but is hired by any state agency within eighteen (18) months, has not experienced a break in service. This employee would continue to earn seniority and service credits while on layoff;
 6. An employee on an approved unpaid leave of absence has not experienced a break in service and shall continue to earn seniority and service credit.

14.03 - Identical Hire Dates

When two (2) or more employees have the same seniority dates within the Treasurer's Office, seniority then shall be determined by state seniority. Should a tie still exist, seniority then shall be based on the last four digits of their Social Security numbers. The employee with the highest number shall be declared the most senior and the employee with the next highest number shall be the second most senior and so on. The highest number shall be 9999, and 2111 shall be higher than 1999 where the addition of the digits would indicate that 1999 is the higher number.

ARTICLE 15 - PROMOTIONS AND TRANSFERS

15.01 - Definitions

1. Promotion is the movement of an employee to a posted vacancy in a classification with a higher pay range.
2. Lateral transfer is the movement of an employee to a posted vacancy in a classification with the same pay range.
3. Demotion is the movement of an employee to a posted vacancy in a lower pay range.
4. A position control number (PCN) is a number assigned solely for organizational purposes and may change if the organizational structure changes.

A vacancy is an opening in a permanent full-time, permanent part-time, or an intermittent position within the bargaining unit covered by this Agreement which the Employer determines to fill and does not include those positions identified through mutual agreement between the Union and the Employer as being subject to reorganization, changes in appointment category (type), a movement that constitutes a demotion, or for which a Treasurer's Office recall list exists.

15.02 - Posting

All vacancies within the bargaining unit that the Employer intends to fill shall be posted in a conspicuous manner. Vacancy notices shall list the deadline for application, pay range, class title, hours of work, knowledge, abilities, skills, and duties as specified by the job description for that position. Vacancy notices shall be posted for at least seven (7) working days. Posted vacancies shall not be withdrawn to circumvent the Agreement.

15.03 - Bidding

Employees in the bargaining unit 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 bidding and/or testing process to demonstrate that he/she meets the minimum qualifications threshold for further consideration.

Employees serving in an initial probationary period shall not be permitted to bid on job vacancies. Employees serving in a promotional probationary period or a trial period may bid on job vacancies. Such non-selection grievances shall be filed at Step 2. Step 2 decisions are final and binding.

15.04 - Selection

The job shall be awarded to the qualified Treasurer of State bargaining unit 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 shall be awarded to the qualified applicant with the most Treasurer of State bargaining unit seniority. Interviews may be scheduled at the discretion of the Employer. Interviews may cease when an applicant is selected for the position. It is the employee's responsibility to provide evidence of the selection criteria set forth in this section, during the bidding and selection period.

The Employer shall make every reasonable effort to interview applicants, make the selection and notify all employees who filed timely applications of the decision to fill or rescind a posted vacancy.

15.05 - Testing

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

15.06 - Demotions

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

15.07 - Nepotism

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

ARTICLE 16 - LAYOFFS

16.01 - 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 reorganization for the efficient operation of the Treasurer's Office; for reasons of economy; or for lack of work expected to last for more than one (1) year. The Employer shall determine whether a layoff or abolishment of positions shall occur, the timing of layoffs or job abolishments, the number of employees to be laid off or positions to be abolished, and in which classifications layoffs or abolishments shall occur.

16.02 - Notice of Layoff or Abolishment

When the Employer determines that a layoff or job abolishment shall occur, the Employer shall 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. 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 displacement;
2. The effective date of the layoff or displacement;
3. The employee's accumulated seniority;
4. A statement advising the employee of the right to displace (bump) another employee and that the employee must exercise displacement (bumping) rights within five (5) calendar days of the date the employee is notified of the displacement or 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 Employer;
7. A statement that the employee may have the option to convert accrued unused leave, pursuant to Section 16.09.

16.03 - Reassignment of Employees

For purposes of this Article, the Union and the Employer may agree, in writing, to place an employee to be laid off in a newly created or vacant position to minimize the number of employees

affected. However, such placement shall not result in the promotion of the affected employee. Such agreement shall take precedence over any other Article of this Agreement.

Such reassignments shall be based on the employee's qualifications to perform the duties of the position. 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 Treasurer of State bargaining unit seniority.

All employees placed into existing vacancies under this Section shall retain recall rights pursuant to the provisions of this Agreement.

16.04 - Order of Layoff/Bumping

Performance evaluations shall not be a factor in layoffs. Layoffs shall occur in inverse order of Treasurer of State bargaining unit seniority. Within the classification(s) where layoffs shall occur, layoffs shall be in the following appointment type order: intermittent, part-time, full-time.

The affected employee may bump the least senior employee within the Treasurer's Office in a position in an equal or lower pay range, in the same, similar, or related classification grouping as defined in Appendix B, provided that the affected employee is qualified to perform the duties. An employee is qualified to perform the duties if he/she meets and is able to demonstrate proficiency in the classification minimum qualifications and is able to perform the duties of the position with minimal instruction.

Displacement shall occur in the following manner:

1. After the formal notice of layoff has been issued an employee may volunteer to accept a lay off. At any time, an employee can choose an available vacancy in lieu of bumping another employee. An employee shall not be required to accept a position with a lesser appointment type until the employee has had the opportunity to exercise displacement rights.
2. Bump the person with the least Treasurer of State seniority in the same classification title.
3. Bump the person with the least Treasurer of State seniority in a classification in the same or equal pay range.
4. Bump the person with the least Treasurer of State seniority in a lesser pay range.

If the affected employee is not qualified to perform the duties of the least senior person, the employee will be able to displace the next least senior person to a position he/she is qualified to perform.

Bumping rights shall be exercised solely within the employee's headquarters county as designated by the Employer and represented on the employee's position description.

Upon the effective date of this Agreement, all Treasurer's Office employees who have been working in a non-bargaining unit position or classification shall not have any bumping rights back into any bargaining unit position or classification. Bargaining unit employees shall not have any bumping rights into non-bargaining unit positions or classifications.

16.05 - Recall

When it is determined by the Employer to fill a vacancy or to recall employees in a classification for which a layoff list exists, the following procedure shall be adhered to. Recall rights for an employee on a recall list shall be within the Treasurer's Office, in Treasurer of State bargaining unit seniority order, to a position in an equal or lower pay range, in the same, similar, or related classification grouping as defined in Appendix B, provided that the affected employee is qualified to perform the duties. An employee is qualified to perform the duties if he/she meets and is able to demonstrate proficiency in the classification minimum qualifications and is able to perform the duties of the position with minimal instruction.

Employees shall have recall rights to positions headquartered in the county from which they were laid off.

Any employee recalled under this Article to the same classification series, i.e. "classification series" is defined as those classifications with the same first four digits of the classification series number, 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 eighteen (18) months.

Any employee recalled to a different classification grouping as defined in Appendix B shall serve a trial period standard for the classification of recall. If the employee fails to perform satisfactorily during the trial period, he/she shall be returned to the recall list for the remainder of their recall period.

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. 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 twenty (20) days, recall rights shall be forfeited.

16.06 - 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 2 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.

16.07 - Removal from Recall List

Any employee on a Treasurer 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 on a Treasurer of State recall list accepting or declining recall to a lower classification or lesser appointment type shall be removed from the recall list for that classification

and/or appointment type and below.

16.08 - 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.

16.09 - 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 Agreement.

16.10 - Procedures

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

1. names;
2. classifications;
3. types of appointment;
4. Treasurer of State seniority of all employees; and
5. identification of employees being laid off.

ARTICLE 17 - WORKING OUT OF CLASSIFICATION

17.01 - Position Descriptions

New employees shall be provided a copy of their 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.

17.02 - Working Out of Classification Grievance

If an employee or the Union believes that he/she has been assigned duties not within his/her current classification, the employee or the Union may file a grievance with the Human Resources Department. The grievance shall identify the classification that the employee and the Union believe the employee has been improperly working in. The Human Resources Director (or designee) shall investigate and issue a decision within twenty (20) calendar days. Extensions shall not be unreasonably denied by the Union. If the Human Resources Director (or designee) determines that the grievant is performing duties not contained within his/her classification, the Human Resources Director shall immediately order such duties to be discontinued.

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 shall 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 Director (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 of the higher classification as determined by Article 13.18. 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.

17.03 - Appeal to Arbitration

If the Union is not satisfied with the decision of the Human Resources Director, the grievance may be appealed to arbitration, in writing to the Employer, within fifteen (15) days of the Human Resources Director's answer or date it was due.

The parties shall schedule an arbitrator to determine if an employee was performing the duties contained in the classification cited on the original grievance and for what period of time. The arbitrator may consider an alternative classification that the parties present.

Present at the hearing shall be a Union representative, the employee, and an Employer representative who shall present their arguments to the arbitrator. The arbitrator shall issue a binding bench decision at the conclusion of the hearing, which shall identify if the employee was working out

of a classification and for what period of time. If the classification is at a higher pay range than the employee's current classification the arbitrator shall order the Employer to discontinue such assigned duties. The monetary award shall be in accordance with Section 17.02 above. The expenses of the arbitrator shall be borne equally by the parties.

17.04 - Permanent Reclassification

If at any step of the working out of classification procedure the Union and the Employer agree that the employee is working out of classification and that the duties are of a permanent nature, the Union and the Employer shall agree to reclassify the employee to the appropriate classification. If the classification to which the employee is reclassified is at a higher pay range than the employee's current pay range the monetary award shall be as follows: 1) the period of time from four (4) days prior to the filing of the grievance to the date of grievance settlement shall be compensated in accordance with Section 17.02 above; 2) the permanent reclassification shall be compensated in accordance with Article 33.03.

ARTICLE 18 - CLASSIFICATIONS

18.01 - 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 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.

18.02 - Periodic Classification Review

At the request of the Union, but not more frequently than once each four (4) years per classification, the Employer shall review up to two (2) designated classifications per year to determine appropriate salary range assignment. Requests for review shall be in writing, and shall identify all reasons for the request. Such reasons shall include specific changes in the duties, functions, or application of technology within the classification, or change in the point factoring mechanism. However, such reasons shall not include incumbent employees reaching maximum pay-range step. Such reviews shall be based on a review of the incumbent employees' duties. Information regarding the incumbents' duties collected during the review process shall be point factored using the Employer's point factoring mechanism.

Reviews shall be completed in a reasonable amount of time following the initial request, but not longer than one-hundred eighty (180) days unless the parties agree to an extension. Incumbents' pay shall be adjusted upward or downward in accordance with the determination of the point factoring. Changes in the incumbents' pay shall be to the step in the new range that causes the least amount of change.

18.03 - Appeal of Pay Range Assignments

The Union may appeal the denial of a pay range assignment by submitting a grievance directly to arbitration. The grievance shall be submitted to the Director of Human Resources within thirty (30) days of the Employer's notification of determination of pay range assignment.

In submitting the appeal, the Union shall identify all factors which it maintains support its position. The Union shall have the burden of proof before the arbitrator. The arbitrator may only consider the proper application of the Employer's point-factoring mechanism.

(NO ARTICLE 19)

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ARTICLE 20 - PERFORMANCE EVALUATION

20.01 - Use

If the Employer chooses to use a performance evaluation instrument different than that utilized by the Department of Administrative Services, the Employer shall notify the Union and consult with it prior to implementing the new instrument.

20.02 - Limits

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

Performance evaluations shall not be a factor in layoffs.

The immediate supervisor shall evaluate each employee. The performance evaluation shall include a summary conclusion section for the supervisor to rate the employee's overall performance as either "Satisfactory" or "Unsatisfactory". An employee's overall rating will be identified as "unsatisfactory" when an employee receives a rating below "meets" in fifty (50%) percent or more categories. The supervisor shall discuss the evaluation with the employee. The employee shall receive and sign a copy of his/her evaluation form after all comments, remarks and changes have been noted. If an employee wishes, a statement of the employee's objection to an evaluation or comment shall be attached and placed in the personnel file.

20.03 - Appeals

If an employee wishes to appeal his/her performance evaluation, the employee shall do so in writing, stating his/her reasons for the appeal.

Within five (5) working days of receipt of the performance evaluation the employee shall submit a written appeal to the Human Resources Director or designee. The written appeal shall state the specific section(s) of the original evaluation which the employee would like re-evaluated. Upon receipt of the appeal, the Human Resources Director or designee shall review both the original evaluation and the employee's appeal and within ten (10) working days shall schedule an appeal meeting with the employee, the evaluator, the Department Director and the Human Resources Director or designee. All issues related to the appeal shall be discussed. The decision of the Human Resources Director shall be rendered at the meeting and shall be final. If additional documentation is required, the decision shall be postponed for three (3) days to allow time for such documentation to be submitted.

If an employee is denied a step increase because his/her overall performance is rated "unsatisfactory", the employee may appeal such action directly to Step 2 of the grievance procedure. If the grievance is unresolved at Step 2, appeal may be taken to Step 3 of the grievance procedure. Should the appeal be successful, the step increase shall be retroactive to the date on which it was due.

If the employee's performance evaluation is not completed on time, the employee shall not be denied a step increase.

ARTICLE 21 - PERSONNEL RECORDS

21.01 - Personnel Files

An employee's official personnel file shall contain all matters required by the Ohio Revised Code and shall be maintained at the Department of Administrative Services in Columbus. All other matters pertaining to an employee shall be retained within the Treasurer's Office.

21.02 - Review of Personnel Files

Employees and/or their authorized Union representatives shall have the reasonable right to review the contents of their personnel files. Employees shall have access to all materials in their files except those prohibited by ORC 1347.08(C). Such review may be made during normal working hours. Reasonable requests to copy documents in the files shall be honored at no charge.

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.

21.03 - 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. If material is placed in an employee's personnel file without following this procedure, the material shall be removed from the file and returned to the employee at his/her request. Such material cannot be used in any disciplinary proceeding. An employee can place documents relevant to his/her work performance in his/her personnel file.

ARTICLE 22 - DISCIPLINE

22.01 - 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.

22.02 - Progressive Discipline

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

22.03 - Investigatory/Disciplinary Procedures

When the Employer acquires knowledge that an event has occurred that may lead to disciplinary action against an employee or employees, the Employer shall begin an investigation as soon as possible. The investigation shall be thorough and complete, and may include, but not be limited to, interviewing anyone who may have knowledge about the matter(s) underlying the investigation, and locating and reviewing any relevant documents.

Any employee who may be the focus of the investigation may be interviewed as part of the investigatory process. Upon request, the employee may have a Union steward present during the investigatory interview. If the employee requests a Union steward, and a Union steward is not available, the Employer must reschedule the investigatory interview to a date and time when the Union steward can be present.

The employee may waive Union representation for the investigatory interview. To do so, the Employer shall provide a waiver form to the employee, and the investigatory interview shall not proceed until the employee has signed the waiver form. A copy of the form will be provided to the

employee and to the Union steward.

When the investigation is complete, the Employer shall provide written notification to the employee and the Union steward of the results of the investigation. If, as a result of the investigation, the Employer intends to bring disciplinary charges against the employee which could result in the suspension or termination of the employee, the employee has the right to a pre-disciplinary hearing. If a pre-disciplinary hearing is going to be held, the written notification of the investigation results shall advise the employee that a pre-disciplinary hearing will be scheduled for no earlier than three (3) days following the notification to employee and employee's Union steward, that he/she may be suspended or terminated from his/her position.

The notification shall include a list of Employer's witnesses to the event or act known of at that time and any documents Employer intends to use to support the imposition of discipline on the employee. If, after the notification is provided to employee and his/her Union steward, the Employer becomes aware of additional witnesses, charges or documents to be used during the pre-disciplinary hearing, the Employer shall provide a list of the witnesses and/or copies of the documents to the employee and his/her Union steward.

The Employer representative recommending discipline shall be present at the pre-disciplinary hearing unless the representative cannot attend or the representative's presence is inappropriate. The Employer's designee shall conduct the pre-disciplinary hearing. The employee and/or the employee's Union steward shall have the opportunity to ask questions, comment, refute, or rebut any evidence presented during the pre-disciplinary hearing.

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

22.04 - Imposition of Discipline

The Treasurer or, in the absence of the Treasurer, the Treasurer's designee shall make a final decision on the recommended disciplinary action as soon as reasonably possible but not more than forty-five (45) days after the conclusion of the pre-discipline meeting. At the discretion of the Employer, the forty-five (45) day requirement shall 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 Treasurer or the Treasurer's designee.

If a final decision is made to impose discipline, the employee and the 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 shall not impose discipline in the presence of other employees or the public except in extraordinary situations that 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.

22.05 - Prior Disciplinary Actions

For any non-attendance-related oral and/or written reprimands received during the course of this Agreement, all related records shall cease to have any force and effect and shall be removed from the employee's personnel file nine (9) months after the date of the oral and/or written reprimand if there has been no other discipline imposed during the intervening nine (9) months. Attendance-related oral and/or written reprimands shall remain in the employee's personnel file twelve (12) months after the date of the imposition of the discipline if there has been no other discipline during the intervening twelve (12) months.

Records of other disciplinary action shall 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.

The retention period may be extended by a period equal to employee leaves of twenty-one (21) consecutive days or longer, except for approved periods of vacation leave. This automatic extension of the retention period shall not apply to an employee called to military active duty in a combat zone.

22.06 - Polygraph Tests/Drug Tests

No employee shall be required to take a polygraph, voice stress or psychological stress examination as a condition of retaining employment nor shall an employee be subject to discipline for the refusal to take such. There shall be no random drug testing of employees covered by this Agreement.

22.07 - 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 until completion of the program. Upon the employee's successful completion of the program, the Employer shall meet with the Union and the employee and give serious consideration to modify the contemplated disciplinary action.

ARTICLE 23 - GRIEVANCE PROCEDURE

23.01 - Process

1. 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.
2. Grievances may be processed by the Union on behalf of an employee, 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 group grievants) 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 that those who are in their initial probationary period shall not be able to grieve disciplinary actions or removals.
3. The word "day" as used in this agreement means calendar day. 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. 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 shall make a good faith effort to insure confidentiality.
4. 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.
5. It is the goal of the parties to resolve grievances at the earliest possible time and the lowest level of the grievance procedure.
6. Verbal and written reprimands shall be grievable through Step 2. If a verbal or written reprimand becomes a factor in a disciplinary grievance that goes to arbitration, the arbitrator may consider evidence regarding the merits of a verbal or written reprimand.

23.02 - Grievance Steps

Advanced Step Grievance 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 demotion, suspension or a discharge may initiate the grievance at Step 2 of the grievance procedure within fourteen (14) days of notification of such action.

Step 1 - Department Director

At the time of filing a Step 1 grievance, the steward shall raise an informal discussion with the supervisor in order to make him/her aware of the grievance and provide an opportunity for resolution. No written response shall be required.

All grievances must be presented in writing to the Department Director 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. 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 shall the extension exceed sixty (60) days after the event. Within seven (7) days after the grievance is presented at Step 1, the Department Director shall discuss the grievance with the Union and the grievant. The Department Director shall render a written answer to the grievance within eight (8) days after such a discussion is held and provide a copy of such answer to the Union and the grievant. The written grievances 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.

Step 2 - Treasurer or Designee

If the grievance is still unresolved, it shall be presented by the Union to the Treasurer or designee in writing within ten (10) days after receipt of the Step 1 response or after the date such response was due, whichever is earlier. Within fifteen (15) days after the receipt of the written grievance, the parties shall meet in an attempt to resolve the grievance unless the parties mutually agree otherwise.

The Step 2 grievance response shall be prepared by the Treasurer or designee. The response shall be issued by the Treasurer within fifteen (15) days of the meeting. Copies of the response shall be sent to the grievant, the steward of record, and the staff representative assigned to the Treasurer's Office.

Step 3 - Arbitration

Grievances which have not been settled under the foregoing procedure may be appealed to arbitration by the Union by providing written notice to the Treasurer or designee 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 ninety (90) days of the date of appeal shall be considered withdrawn by the Union, unless parties mutually agree otherwise.

23.03 - Arbitration Procedures

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues to be submitted to the arbitrator five (5) 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. Such requests shall be made no later than five (5) days prior to the first scheduled day of arbitration. This provision may be waived by mutual agreement or by the decision of the arbitrator. 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 the 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.

23.04 - Arbitrator Panel

The parties have selected David Pincus and Harry Graham to serve as a 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 an 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 shall be mutually 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 exercises the right to terminate an arbitrator on the panel, a replacement shall be selected pursuant to the procedure in the previous paragraph.

23.05 - Time Limits

Grievances may be withdrawn at any step of the grievance procedure. Grievances not appealed within the designated time limits shall 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. Such extension(s) shall be in writing. In the absence of such extension(s) 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.

23.06 - Time Off, Meeting Space, and Telephone Use

Time Off

The grievant(s) and/or Union steward shall be permitted reasonable time without loss of pay during their working hours to process grievances. The steward shall be given reasonable time off without loss of pay during his/her working hours to investigate grievances. Witnesses whose testimony is relevant to the Union's presentation or argument shall 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.

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.

23.07 - Relevant Witnesses and Information

At any step of the grievance procedure, the Union or the Employer may request the production of specific documents, books, papers or witnesses reasonably available from the other party and relevant to the grievance under consideration. Such request shall not be unreasonably denied. Both parties agree to full discovery no later than ten (10) days prior to the first scheduled day of arbitration. This provision may be waived by mutual agreement or by decision of the arbitrator. Any dispute which arises as a result of such a request shall be decided by the arbitrator.

23.08 - 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 Section 23.02, Step 3 for the resolution of grievances as set forth below. The procedure shall operate in the following manner:

1. The parties agree to use the panel of arbitrators to hear all expedited cases.
2. The grievances presented to an arbitrator under this section shall consist of short-term disciplinary actions of five (5) days or less without pay. The parties may submit other issues by mutual agreement.
3. The arbitrator shall normally hear at least four (4) grievances at each session unless mutually agreed otherwise.
4. Grievance presentation shall be limited to a preliminary introduction, a short reiteration of facts, and a brief oral argument. No briefs or transcripts shall be made. If witnesses are used to present facts, there shall be no more than two (2) per side, in addition to the

- grievant.
5. The arbitrator shall either give a bench decision or issue a decision within five (5) calendar days. The arbitrator can either uphold or deny the grievance or modify the relief sought. All decisions are final and binding.
 6. The cost of the arbitrator and the expenses of the hearing shall be shared equally by the parties.

23.09 - Alternative Dispute Resolution

The parties agree to explore mediation and other alternative dispute resolution mechanisms during the term of the Agreement. The parties may mutually agree to use such mechanisms.

23.10 - Modifications

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

ARTICLE 24 - HOLIDAYS

24.01 - Observance

The following holidays shall be observed by full-time employees:

New Year's Day - First Day in January;
Martin Luther King Jr. Birthday - Third Monday in January;
President's Day - Third Monday in February;
Memorial Day - Last Monday in May;
Independence Day - Fourth Day of July;
Labor Day - First Monday in September;
Columbus Day - Second Monday in October;
Veteran's Day - Eleventh Day of November;
Thanksgiving Day - Fourth Thursday in November;
Day after Thanksgiving
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.

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.

A full-time permanent employee on an alternate work schedule is entitled to the same number of holidays and paid holiday hours as regularly scheduled employees.

24.02 - Work on Holidays

Employees required to work on a holiday shall be compensated, at their discretion, 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 shall be made by the employee.

Holiday work beyond regularly scheduled work shall be distributed among employees by the provisions covered in Article 13. No employees' posted regular schedule or days off shall be changed to avoid holiday premium pay. The Employer reserves the right to determine the number of employees needed to work the holiday.

24.03 - Holidays for Part-Time and Intermittent Employees

Part-time employees are entitled to holiday pay for that portion of any holiday listed in Section 24.01 for which they normally would have been scheduled. Intermittent employees shall be paid holiday pay for any holiday listed in Section 24.01 if they work the day before and the day after

the holiday. They shall be paid the daily number of hours which they were normally scheduled to work the week in which the holiday occurred.

24.04 - Eligibility for Holiday Pay

An employee on vacation or sick leave during a holiday shall not be charged vacation or sick leave for the holiday. An employee who is scheduled to work and calls off sick the day before, the day after, or the day of a holiday shall forfeit his/her right to holiday pay. An employee must be in an active pay status the day before and the day after the holiday to receive pay for the holiday. If the holiday falls on a Monday, the day before the holiday shall 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 25 - PERSONAL LEAVE

25.01 - Eligibility for Personal Leave

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

25.02 - Personal Leave Accrual

Full-time employees shall be entitled to four (4) personal leave days each year. One (1) day shall be credited to each employee at the beginning of each calendar quarter. Part-time and intermittent employees on pay status for less than a full year shall accrue personal leave on a prorated basis.

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

25.03 - Notification and Approval of Use of Personal Leave

Personal leave shall be granted if the employee makes the request with a one (1) day notice. In an emergency, the request shall be made as soon as possible and the supervisor shall respond promptly. In the case of either advance notice or an emergency request, the leave shall not be unreasonably denied.

25.04 - Conversion or Carry Forward of Personal Leave Credit at Year's End

Any personal leave not used prior to the pay period which includes December 1st of each year may be carried forward or paid at the employee's option. Maximum accrual of personal leave shall be forty (40) hours. Personal leave in excess of forty (40) hours will automatically be paid out. Employees may receive a cash benefit for all or any part of the personal leave balance. The cash benefit conversion shall equal one hour at the employee's base rate of pay for every hour of unused credit that is converted, up to a maximum of forty (40) hours.

25.05 - Conversion of Personal Leave Credit upon Separation from Service

An employee separated from state service shall be entitled to convert the unused, earned amount of personal leave. The 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 the estate.

25.06 - Increments of Use

Personal leave which is used by an employee shall be charged in minimum units of one-half (1/2) hour increments.

25.07 - Prohibitions

Personal leave may not be used to extend an employee's date of resignation or date of retirement.

ARTICLE 26 - VACATION

26.01 - Rate of Accrual

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

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

Only service with state agencies, *i.e.*, agencies whose employees are paid by the Office of Budget and Management, shall be used to determine the accrual rate for new employees in the bargaining unit. Service time for vacation accrual for employees employed before July 1, 1986, shall not be modified by the preceding sentence. An employee who has retired in accordance with the provisions of any retirement plan offered by the state and who is employed by the Treasurer's Office after 2/1/94 shall not have prior service credit with the state or a political subdivision counted for the purpose of computing vacation leave accrual.

26.02 - Maximum Accrual

Vacation credit may be accumulated to a maximum that can be earned in three (3) years. Further accumulation shall 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 shall be paid for the time denied.

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

26.03 - Part-Time and Intermittent Employees

Part-time and intermittent employees shall earn vacation on a prorated basis. Part-time and intermittent employees shall not be able to use accrued vacation leave until they have accumulated a total of two thousand eighty (2,080) hours in active pay status or one (1) year of service with the State of Ohio.

26.04 - Procedure

Vacation leave shall be taken only at times mutually agreed to by the Employer and the employee. The Employer may establish minimum staffing levels for the Office which could restrict the number of concurrent vacation leave requests which may be granted.

The Employer shall grant vacation according to a first-come-first-serve basis, which includes using Treasurer's Office bargaining unit seniority to break ties.

The Employer shall not deny a vacation request unless the vacation would work a hardship on other employees or the Office. The Employer shall promptly notify employees of the disposition of their vacation requests. Unless the Employer agrees otherwise, an employee's vacation shall not exceed one (1) year's accrual.

When an emergency exists as defined in Articles 13.09 and 13.17, all vacation leave requests may be denied, including those requests already approved. If an employee is called to work from a scheduled vacation leave period, the employee shall have the right to take the vacation leave at a later time and shall be paid at time and one-half (1 1/2) for the time the employee is in on-duty status. The employee also shall be reimbursed for any costs incurred as a result of canceling or returning from his/her vacation, upon submission of appropriate evidence.

26.05 - Payment upon Separation

An employee or an employee's estate shall be paid for accrued vacation upon termination of state service, retirement, or death.

Upon termination for any reason, all vacation leave balances shall be paid to the employee at the time that the employee receives his/her paycheck for the final period of work. Employees separating from employment with less than six months total service shall not be paid for any accrued vacation. Intermittent employees who have served less than 2,080 hours in active pay status or one year of service with the State of Ohio shall not be paid for any accrued vacation upon separation.

Employees of the Treasurer's Office shall not be permitted to use vacation leave balances for the purpose of extending their resignation date.

26.06 - Increments of Use

Vacation leave which is used by an employee shall be charged in minimum units of one-half (1/2) hour increments.

26.07 - Leave Availability

Newly accrued vacation leave is not available for use until it appears on the employee's earnings statement and on the date the funds are made available.

26.08 - Disposition of Work during Vacation

Insofar as practicable during an employee's vacation, the Employer shall assign non-individual work to other employees. Upon return from vacation, an employee shall be allowed reasonable time to review work done in his/her absence.

26.09 - Conversion

In the pay period that includes July 1st of each year, employees who have a balance of at least eighty (80) hours of sick leave shall be offered the opportunity to convert any part of the employee's accrued vacation leave up to a maximum of eighty (80) hours at the rate of one hundred (100%) percent.

ARTICLE 27 - SICK LEAVE

27.01 - Definitions

1. For purposes of this Article, "Active Pay Status" means the conditions under which an employee is eligible to receive pay, and includes, but is not limited to, vacation leave, sick leave and personal leave. For purposes of the calculation of overtime pursuant to Articles 13.08 and 13.12 of this Agreement, sick leave shall not be considered Active Pay Status.
2. "No Pay Status" means the conditions under which an employee is ineligible to receive pay and includes, but is not limited to, leave without pay, leave of absence, and disability leave.
3. "Full-Time Employee" means an employee whose regular hours of duty total eighty (80) in a pay period, and whose appointment is not for a limited period of time.

27.02 - Sick Leave Accrual

All permanent full-time 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 (1) year.

All permanent employees less than full-time shall accrue 3.1 hours of sick leave for each eighty (80) hours of completed service, not to exceed eighty (80) hours in one (1) year.

Employees who are on approved paid leave of absence or receiving Workers' Compensation benefits shall be credited with those sick leave hours which they normally would have accrued upon their approved return to work.

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, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, brother, 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 shall be allowed for parenting during the postnatal period or following an adoption.

27.03 - Charge of Sick Leave

The amount of sick leave charged against an employee's accrual shall be the amount used, rounded to the nearest one-half (1/2) hour. Employees shall be paid for sick leave used at the rate of one hundred (100%) percent of their regular rate of pay.

For FMLA-qualifying absences, employees who have used all of their accrued sick leave must use accrued vacation or personal days, and then shall be granted leave without pay when these other leaves have been exhausted.

An employee who would otherwise qualify for an unpaid leave of absence in accordance with Article 29.01, paragraph 3, but has exhausted all sick leave, and FMLA leave, must use accrued vacation or personal leave before being placed in an approved unpaid leave status.

27.04 - Notification

When an employee is sick and unable to report to work, he/she shall 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 physician who has examined the employee or the member of the employee's immediate family. The employee shall submit the statement within a reasonable period of time.

When an employee has scheduled a medical appointment or other ongoing treatment, the employee shall request leave at the earliest opportunity.

If sick leave continues past the first day, the employee shall 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.

27.05 - Sick Leave Policy

The parties recognize the Employer's right to promulgate reasonable work rules regarding the use of sick leave.

Sick leave policies shall be fair and reasonable; they shall not be arbitrary or capricious.

The Employer agrees to meet with an employee, who has been placed on a restrictive policy, on three (3) month intervals to review the continued use of said policy.

27.06 - Leave Availability

Newly accrued sick leave is not available for use until it appears on the employee's earnings statement and on the date the funds are made available.

27.07 - Carry-Forward or Conversion

If an employee uses less than forty (40) hours of sick leave in a specific calendar year, in the pay period that includes December 1st of each year, employees shall be offered the opportunity to convert to cash up to one hundred (100) hours of their state accrued sick leave at eighty (80%) percent of their regular rate of pay.

An employee not exercising a choice shall automatically have the hours carried forward. An employee who has a minimum of five (5) years of state service with the State of Ohio 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 (50%) percent. If an employee dies, the converted sick leave shall be credited 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 layoff 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 of the bargaining unit hired after July 1, 1986, shall be able to convert to cash only sick leave earned under the provisions of this Article.

27.08 - Fitness Incentive

The Treasurer recognizes that fitness and preventive health care initiatives contribute to the reduction of sick leave usage. In that effort, the Employer will reimburse to employees, one time per year, up to three hundred dollars (\$300) annually upon presentation of receipts documenting membership at a health club, fitness center, or gym.

ARTICLE 28 – OTHER LEAVES WITH PAY

28.01 - Jury Duty Leave

Leave with pay at regular rate shall be granted for service on a jury to full-time and part-time employees. Employees whose scheduled shift is 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 shall not be needed. In cases where the employee would report to do less than four (4) hours work, the employee need not report.

28.02 - Military Leave

Federal Duty

Any permanent employee who is or becomes a member of the reserve component of the Armed Forces as defined in 10 U.S.C. §261 shall be allowed military leave with pay for up to 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.

State Duty

Members of the Ohio National Guard, the Ohio Military Reserve or the Ohio Naval Militia, when ordered to state active duty for emergency purposes by the Governor of Ohio, shall also be eligible for paid military leave not in excess of twenty-two (22) work days as described above. Non-emergency duty does not qualify.

Evidence of Military Duty

Employees are required to submit to the Employer a published military order or a written statement from the appropriate military commander as evidence of military duty. 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 uniformed 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 ORC 5923.

28.03 - Bereavement Leave

Three (3) consecutive work days of bereavement leave with pay at regular rate shall be granted to each full-time and part-time 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 shares a

residence with the employee), child, stepchild, grandchild, parent, step-parent, grandparent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, legal guardian or other person who stands in the place of a parent.

For other deaths not covered in this provision, the employee may request available leave for this purpose. The request for leave in conjunction with this provision shall not be unreasonably denied.

The Employer may grant available leave to extend the bereavement leave. The leave and the extension may be subject to verification.

Intermittent employees shall be granted a maximum of three (3) days of bereavement leave each year. Upon the approval of his/her supervisor, an intermittent employee shall be granted bereavement leave, not to exceed eight (8) consecutive scheduled work hours.

28.04 - Voting

If an employee is required to work overtime on Election Day and the employee has not voted by absentee ballot, the Employer shall make every reasonable effort to alter the overtime schedule in such a way as to afford the employee an opportunity to vote.

28.05 - Witness Duty

Full-time and part-time 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. Second or third shift employee's shall be permitted an equivalent amount of time off from scheduled work on their preceding or succeeding shift for such appearance. The employee shall notify their supervisor immediately upon receiving a subpoena.

28.06 - Crime Victims Leave

If the employee or a member of the employee's immediate family is a victim of a serious and/or violent crime, the employee may request paid leave in order to attend interviews with law enforcement officials, trials or other court proceedings, etc.

The definition of "immediate family" for purposes of this provision shall be consistent with Section 28.03 of this Agreement.

The request shall be made by the employee to the Treasurer or the Director of Human Resources. The employee shall provide any and all documentation requested by the Employer related to this request.

Granting of such leave is at the total discretion of the Employer. An explanation of denial shall be provided. Denial of such leave is non-grievable.

28.07 - Paid Adoption/Childbirth Leave

Eligibility

All employees who work thirty (30) or more hours per week are eligible for paid Adoption/Childbirth leave upon the birth or adoption of a child for care, bonding and/or acclimation of the child. Leave under this section shall be limited to six (6) weeks, the first two (2) of which shall be the unpaid waiting period, and the remaining four (4) weeks shall be paid at seventy (70%) percent of the employee's regular rate of pay. No minimum length of service is necessary to establish eligibility for this leave. Eligibility for leave is established on the day of the birth of a child or the day upon which custody of a child is taken for adoption placement by the prospective parents. To be eligible for leave an employee must be the biological parent; or in the case of adoption the employee must be the prospective adoptive parent. An employee may elect to take two thousand dollars (\$2,000) for adoption expenses in lieu of the leave benefit. Payment may be requested when the court has awarded permanent custody of a child to the prospective parents. Whenever an employee adopts multiple children, the event shall be considered as a single qualifying event, and will not serve to increase either the length of leave for an employee or the two thousand dollar (\$2,000) limit. In the event an infant child dies while an employee is using Adoption/Childbirth leave for that infant, Adoption/Childbirth leave terminates on the date of the death. Requested bereavement leave may begin on the day following the death of the child, and may be supplemented by other leaves as specified in Section 28.03.

Waiting Period

To qualify for paid Adoption/Childbirth leave under this Section, an employee must complete a fourteen (14) day waiting period, which commences on the date eligibility is established. An employee may work at the discretion of the employee's appointing authority and/or may take unpaid leave or may use any form of accrued paid leave or compensatory time for which he/she is qualified, or any combination thereof, during the fourteen (14) day waiting period. The fourteen (14) day waiting period under this Section shall satisfy the waiting period for disability leave benefits for employees who qualify for additional leave due to disability, provided the employee does not work during the two (2) week waiting period. The remaining four (4) weeks shall be paid at seventy (70%) percent of the employee's regular rate of pay.

Leave Benefit

An employee may utilize any other form of paid leave or compensatory time to supplement Adoption/Childbirth leave, up to a maximum of one hundred (100%) percent of the employee's regular bi-weekly rate of pay. Employees using Adoption/Childbirth leave who meet the eligibility requirements of the Family and Medical Leave Act (FMLA) (i.e., twelve (12) months of state service, and one thousand two hundred fifty (1,250) hours in state service active pay status during the twelve (12) months immediately before the birth or adoption) shall have the entire non-working period of Adoption/Childbirth leave counted toward the employee's twelve (12) week FMLA entitlement. Adoption/Childbirth leave shall not affect an employee's right to leave under other provisions of this Agreement.

Part-Time Employees

The average regular hours worked (including holidays and paid leave) over the preceding three (3) month period shall be used to determine eligibility and benefits under this Section for part-

time employees, provided that such benefits shall not exceed forty (40) hours per week. If the employee has not worked a three (3) month period, the number of hours for which the employee has been scheduled per week will be used to determine eligibility and benefits.

Coordination with Disability Leave

Employees who are receiving disability leave prior to becoming eligible for Adoption/Childbirth leave shall continue to receive disability leave for the duration of the disabling condition or as otherwise provided under the disability leave program. In the event that the employee's disability leave benefits terminate prior to the expiration of any benefits the employee would have been entitled to under Adoption/Childbirth leave, the employee will receive Adoption/Childbirth leave for such additional time without being required to serve an additional waiting period. In the event an infant child dies while the birth mother is using Adoption/Childbirth leave in lieu of disability leave benefits for that infant the leave shall continue for a period consistent with the appropriate recovery period for disability leave benefits for childbirth.

Holidays

Employees shall not be eligible to receive Holiday Pay while on Adoption/Childbirth leave. Holidays shall be counted as one (1) day of Adoption/Childbirth leave and shall be paid as Adoption/Childbirth leave, except that during the waiting period if an employee was in active pay status the day before a holiday the employee will be eligible to receive Holiday Pay as normal. Employees who work during a holiday shall be entitled to pay as provided in Article 24.

Working During Adoption/Childbirth Leave Period

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

Credit for Hours Worked or Supplemented

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

Duration

Under no circumstances shall Adoption/Childbirth leave be taken beyond six (6) weeks from the date of birth or placement of a child for adoption. Adoption/Childbirth leave shall not be used to extend the layoff date of employees or to extend a period of employment for Established Term regular or irregular employees.

ARTICLE 29 - LEAVES OF ABSENCE

29.01 - Unpaid Leaves

The Employer shall grant unpaid leaves of absence to full-time and part-time employees upon request for the following reasons:

1. If an employee is pregnant, up to six (6) months leave, after all other paid leave has been used;
2. For an extended illness up to one (1) year, if an employee has exhausted all other paid leave. The employee shall provide periodic written verification by a licensed physician showing the diagnosis, prognosis and expected duration of the disability. Prior to requesting an extended illness leave, 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 licensed physician. If the Employer believes the employee is able, or will be unable within one (1) year, to perform his/her regularly assigned duties, the Employer may require a decision from an impartial physician 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, his/her employment may be terminated if he/she refuses to return to work.

The Employer may grant unpaid leave of absence to full-time and part-time employees upon request for a period not to exceed one (1) year. Appropriate reasons for such leaves may include, but are not limited to educational purposes, parenting (if greater than ten (10) days), family responsibilities, or holding elective office (where holding such office is lawful).

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. 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.

If an employee enters military service, his/her employment shall be separated with the right to reinstatement in accordance with federal statutes.

29.02 - Application for Leave

All requests for a leave of absence shall be submitted in writing by the employee to the Department Director. All requests 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 the leave of absence.

29.03 - Authorization for Leave

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

29.04 - 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.

29.05 - 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 shall be used in this manner. Any combination of paid and unpaid leave benefits designated as family and medical leave shall not exceed the maximum benefit allowed under the Act. Where the current Agreement provides a greater benefit than that available under the Act, the maximum family and medical leave benefit of twelve (12) weeks shall be considered part of the greater benefit, not in addition to the greater benefit.

ARTICLE 30 - TRAVEL

30.01 - Time

Travel time required by the Employer is considered work time if the travel is outside of the employee's headquarters county, and 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 stays shall not be considered as travel time or hours worked. Field staff employees shall be compensated pursuant to current practice.

30.02 - Personal Vehicle

If the Employer requires the employee to use his/her personal vehicle for travel outside of the employee's headquarters county, then the Employer shall reimburse the employee with a mileage allowance of no less than the Internal Revenue Service Rate in effect at the time of travel. If an employee uses a motorcycle, then he/she shall be reimbursed no less than the Internal Revenue Service Rate at the time of travel.

30.03 - 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. The Employer may waive the forty-five (45) mile limitation when it is operationally efficient.

30.04 - In-State Travel

If the Employer requires an employee to stay overnight in the state, the employee shall be reimbursed up to seventy-five (\$75) dollars plus tax per day for lodging and forty (\$40) dollars per day for meals with receipts provided to the Treasurer's Office.

30.05 - Out-of-State Travel

If the Employer requires an employee to stay overnight out of the state, the employee shall be reimbursed the actual cost within reason for lodging and up to sixty (\$60) dollars per day for meals with receipts provided to the Treasurer's Office. These rates shall be adjusted upward in accordance with Office of Budget and Management (OBM) regulations should the reimbursement rates increase.

30.06 - Payment

The Employer is committed to processing travel expense reports within thirty (30) days of

the submission of a properly completed travel expense report (form OBM 7148). If the Employer fails to provide reimbursement to an employee within the time frame specified above, the Employer shall pay the employee interest on the amount due, in accordance with the OBM guidelines on prompt payment, or one (\$1) dollar, whichever is greater.

30.07 - Duty to Report

It shall be the responsibility of the employee to report to his/her immediate supervisor any accident, traffic violation/citation in which he/she may have been involved or received while on state business. The employee shall obey all applicable state laws, and rules. Failure to do so may result in disciplinary action.

30.08 - Parking Reimbursement

The parties recognize that daily parking expenses are a normal and customary cost of employment and solely the responsibility of the employee. If the Employer requires an employee to report to a worksite for all or part of a work shift and in so doing causes the employee to incur parking expenses beyond those normally paid, the Employer shall reimburse the employee for the actual amount of the additional parking expenses up to a maximum of eight (\$8) dollars per day. Any employee reassigned from a work site with free parking for a period in excess of five (5) consecutive work days shall be responsible for his/her own parking expenses.

ARTICLE 31 - DISABILITY BENEFITS

31.01 - Disability Leave

Eligibility

Eligibility shall be pursuant to current Ohio law and the Administrative Rules of the Department of Administrative Services, with the following modifications:

1. The waiting period for disability benefits shall be fourteen (14) calendar days.
2. Part-time or fixed-term regular and irregular employees who have worked one thousand five hundred (1,500) or more hours within the twelve (12) calendar months preceding disability shall be entitled to disability benefits based upon the average regular weekly earnings for weeks worked over that twelve (12) month period.
3. The maximum time for which an employee shall be entitled to receive disability benefits is twenty-four (24) months.

Minimum Benefit Level

The minimum level of approved disability leave benefits, pursuant to this Article, shall be no less than seventy percent (70%) of the eligible bargaining unit employee's regular rate of pay.

Disability Retirement

Prior to the end of the first six (6) months of receiving disability benefits pursuant to this Article, the employee shall submit an application to the Ohio Public Employees' Retirement System (OPERS) along with all information required by OPERS for disability retirement under OPERS. 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 OPERS requirements for the application process for disability retirement.

In the event the employee is granted disability retirement by OPERS, such retirement benefits shall offset the disability benefits provided under this Article. In no event shall the receipt of OPERS retirement benefits result in a reduction in the percentage of aggregate income provided in this Article. An employee not granted disability retirement by OPERS shall receive disability benefits pursuant to this Article.

Disability Review

The Employer shares the concern of the Union and the bargaining unit employees over the need to expeditiously and confidentially process disability leave claims. Therefore, the Employer retains the right to approve benefits for the standard recovery period for a select list of disabilities. If the employee does not return to work following a standard recovery period, and submits additional information, the employee's claim may be processed through the Department of Administrative Services' review process. To the extent practicable, the Employer shall consider transitional return to work alternatives.

Health Insurance

Employees who receive health insurance shall continue to be eligible for health insurance. The Employer shall pick up the employee's share of health insurance after three (3) months for a period not to exceed twenty-four (24) months.

31.02 - Other Leave Usage to Supplement Disability

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

ARTICLE 31A - SERVICE CONNECTED INJURY OR ILLNESS

31A.01 - Health Insurance

Employees who receive health insurance shall continue to be eligible for health insurance while on Workers' Compensation. The Employer shall pay the employee's share of health insurance after three (3) months for a period not to exceed twenty-four (24) months. The Employer has the right to recover such payments if the Workers' Compensation claim is determined to be non-compensable.

31A.02 - Coverage for Workers' Compensation Waiting Period

The employee shall be allowed full pay during the first seven (7) consecutive calendar days of absence when he/she suffers a work-related injury or contracts a service related illness. If the employee receives a Workers' Compensation award for the first seven (7) days, the employee shall restore to the state the dollar equivalent which duplicates payment received under this Article. If the injury or illness is determined not to be compensable by the Bureau of Workers' Compensation, the employee shall restore to the Employer the dollar equivalent of the wages paid by the Employer for the seven (7) day waiting period.

31A.03 - Other Leave Usage to Supplement Workers' Compensation

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

ARTICLE 32 - BENEFITS

32.01 - Health Insurance

The Employer shall provide the same comprehensive health care insurance program as is negotiated by the state and OCSEA, including the same level of benefits and costs to the employees.

32.02 - Dental, Vision, and Life Insurance

The Employer shall provide the same dental, vision and life insurance program as is negotiated by state and OCSEA, including the same level of benefits and costs.

ARTICLE 33 - WAGES

33.01 - Definitions of Rates of Pay

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

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

Base rate is the Employee's step rate plus longevity adjustment.

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

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

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

33.02 - General of Wage Increase

- A. There shall be no general wage increase from the effective date of this Agreement through March 14, 2015.
- B. Ninety (90) days prior to the pay period that includes January 2, 2014, the parties agree to negotiate a wage increase. Any pay increase negotiated in this section will become effective the first pay period that includes July 1, 2014. Based on the economy and the employer's budget, the parties may, by mutual agreement not exercise their contractual right to renegotiate under this section. If this occurs, then under Section 33.02, there will be a zero (0%) percent wage increase that will remain in effect for the duration of the Agreement.

33.03 - Step Movement

Newly hired employees will move to the next step in their pay range after completion of probation. Subsequent step movement shall occur after one (1) year of overall "Satisfactory" performance as outlined in Article 20.

No retroactive movement shall occur for the period from September 1, 2009 through August 27, 2011, including any step movement provided for in other provisions of this Agreement.

33.04 - Promotions

Employees who are promoted shall be placed in a step to guarantee an increase of approximately four (4%) percent.

33.05 - Longevity Pay

Beginning on the first day of the pay period within which an employee completes five (5) years of total state service, each such employee shall receive an automatic salary adjustment equivalent to one-half (1/2%) percent 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-two (22) years. This amount shall be added to the step rate of pay.

Longevity adjustments are based solely on length of service excluding any service time earned between July 1, 2003 and June 30, 2005. The granting of longevity adjustments shall not be affected by promotion, demotion, or other changes in classification held by the employee.

Effective July 1, 1986, only service with state agencies, *i.e.*, agencies whose employees are paid by the Office of Budget and Management, shall be counted for the purposes of computing longevity for new employees in the bargaining unit.

33.06 - Electronic Funds Transfer (EFT)

All employees shall receive their pay via direct deposit. Employees shall authorize the direct deposit of the employee's compensation into a financial institution of the employee's choice or execute the required documentation to authorize the direct deposit into a financial institution designated by the Office of Budget and Management for the benefit of the employees.

ARTICLE 34 - TRAINING/CONTINUING EDUCATION

34.01 - Training and Development

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

34.02 - Orientation Training

Every new employee shall receive orientation 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 shall begin as soon as practicable.

Such orientation may also include, but not be limited to, current procedures, forms, methods, techniques, materials and equipment.

34.03 - Employer Required Training

Whenever employees are required by the Employer to participate in 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 shall 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.

34.04 - Elective Training/Continuing Education Programs

Pursuant to the provisions of Section 34.08, the Employer may grant full-time permanent and part-time permanent employees paid leave during regular work hours to participate in elective training/continuing education programs.

34.05 - Training Records

Upon completion of an external training/continuing education program, the participant shall obtain a certificate or other appropriate recognition of course completion. Such evidence of completion shall be forwarded to the Human Resources Department to be entered into the employee's training record.

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

34.06 - Pre-Retirement Programs

The Ohio Public Employees Retirement System conducts pre-retirement programs. Employees shall be given time off during regular working hours to attend such training. Employees may attend only one (1) of each training session.

34.07 - 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 training and/or leave for training/continuing education programs, Sections 34.03 and 34.04 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 reaches a state of parity with the red-lined salary.

Permanent employees, belonging to professional organizations related to the employee's position, may attend a reasonable amount of work-related functions with pay. The pay shall be at the regular rate of pay and shall not exceed eight (8) hours in any given day.

34.08 - Workforce Development Program

The Treasurer's Office will participate in the Workforce Development Program as negotiated by the state and OCSEA for the purpose of developing and supporting a comprehensive program of work force training initiatives, including but not limited to the following:

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

ARTICLE 35 - TECHNOLOGICAL CHANGE

Whenever new equipment or technological changes significantly affect operations, the Employer shall provide notice to the Union as soon as practicable but not less than sixty (60) days in advance. The Employer, whenever possible, shall 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 shall 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 Treasurer's Office. Training shall be provided on an equal opportunity basis to all employees within the affected classification; where there are limitations of resources, Treasurer'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 shall 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 permitted time off to participate in the training. The training shall be at the Employer's expense.

Should an employee be unable to complete satisfactorily the required training, the Employer shall make a good faith effort to place an employee into a similar position within the Treasurer's Office. If that position is at a pay level less than the employee is presently receiving, the employee's salary shall be frozen until such time as the employee's new pay schedule reaches a state of parity with the frozen salary.

ARTICLE 36 - SUB-CONTRACTING

36.01 - 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.

36.02 - Application

If the Employer is considering contracting a function or service traditionally considered bargaining unit work, the Employer shall provide reasonable advance notice in writing to the Union for minor contracting or as much as practicable but not less than ninety (90) days for major contracting. Upon request, by the Union, the Employer shall convene a Labor/Management Committee meeting on sub-contracting 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 outside, any displaced employee shall 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 shall not serve as supervisors (as defined by ORC 4117.01(F)) of any bargaining unit member. Bargaining unit members shall 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.

36.03 - Contracting In

The Union shall be granted a reasonable opportunity to demonstrate that bargaining unit employees can competitively perform work that is contracted outside, including access to available information regarding costs and performance audits. Where it is demonstrated that contract work can be performed with greater efficiency, economy or programmatic benefits, the Employer shall take appropriate action to restore such work to bargaining unit employees.

ARTICLE 37 - INDEMNIFICATION AND BONDING

The Employer agrees to indemnify members of the bargaining unit from liability incurred in the performance of their duties in accordance with ORC 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 ORC 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 laws of the State of Ohio, the laws of any other state, or under federal law; the actions of the Ohio Attorney General pursuant to ORC 9.87 are not subject to the grievance or arbitration procedures.

Pursuant to ORC 113.04, "each employee of the Office of the Treasurer of State shall be covered by a fidelity or security bond, the premium on which shall be paid out of appropriations made to the Treasurer of State." The Union shall be notified of any requirements set down by the insurance company as a condition for obtaining fidelity of security bond coverage that affects the status of employees. After notification to the Union, the employees shall fulfill such requirements. The parties mutually recognize that an employee's ability to be covered under such a bond is a condition of employment in the Office of the Treasurer of the State.

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

ARTICLE 38 - NO STRIKE/NO LOCKOUT

There shall be no strike/no lockout during the term of this Agreement pursuant to ORC 4117.

ARTICLE 39 - SAVINGS

Should any part of this Agreement be declared invalid by operation of law or by a tribunal of competent jurisdiction, the remainder of the Agreement shall not be affected thereby but shall 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 shall meet promptly and negotiate a mutually satisfactory modification within thirty (30) days.

ARTICLE 40 - DURATION

40.01 - Agreement

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

40.02 - Preservation of Benefits

To the extent that state statutes, regulations or rules promulgated pursuant to ORC 119 or directives that provide benefits to state employees in areas where this Agreement is silent, such benefits shall continue and be determined by those statutes, rules, regulations or directives.

40.03 - Work Rules

After the effective date of this Agreement, Treasurer's Office work rules and directives must not be in violation of this Agreement. Such work rules must be fair and reasonable. The Union shall be notified prior to the implementation of any work rules and shall have the opportunity to discuss them. Likewise, after the effective date of this Agreement, no past practices and precedents may be considered as binding authority in any proceeding arising under this Agreement. Work rules shall be enforced equally, consistent with the principles of just cause.

40.04 - Successor

In the event that the Treasurer 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 employees covered by this Agreement, the Employer shall attempt in good faith to arrange for the placement of such employees with the new employer or 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.

40.05 - Duration of Agreement

This Agreement shall continue in force and effect for the period March 15, 2012, through March 14, 2015, and shall constitute the entire Agreement between the parties. All rights and duties of both parties are specifically expressed in this Agreement. This Agreement concludes the collective bargaining for its term. No verbal statements shall supersede any provisions of this Agreement.

APPENDIX A - TREASURER'S OFFICE CLASSIFICATIONS

Classification	Classification Title	Pay Range Number
12111	Clerk 1	03
12112	Clerk 2	04
12113	Clerk 3	26
12331	Data Entry Operator 1	04
12332	Data Entry Operator 2	25
12333	Data Entry Operator 3	26
12370	Computer Operator 1	25
12371	Computer Operator 2	26
12372	Computer Operator 3	28
12391	Data Systems Coordinator 1	28
12551	Secretary	27
12731	Mail Clerk/Messenger	03
16211	Teller	27
16511	Account Clerk 1	26
16512	Account Clerk 2	27
16513	Account Clerk 3	28
30242	Administrative Assistant 2 (non-exempt PCN 5202.0)	30
30435	Data Processing Supervisor (PCN 3204.0)	26
30972	Accountant 2 (PCN 10124.0)	29
52760	Printing Coordinator	29
63211	Management Analyst	30
66112	Accountant/Examiner 2	28
66113	Accountant/Examiner 3	30
66531	Fiscal Specialist 1	30
66541T	Compliance Analyst 1	31
66542T	Compliance Analyst 2	32
69921	Information Technologist 1	30
69922	Information Technologist 2	32
69923	Information Technologist 3	33
69931	Infrastructure Specialist 1	33
69932	Infrastructure Specialist 2	34
69933	Infrastructure Specialist 3	35
69934	Infrastructure Specialist 4	36
69941	Software Development Specialist 1	33
69942	Software Development Specialist 2	34
69943	Software Development Specialist 3	35
69944	Software Development Specialist 4	36
69961	Business Process Analyst 1	33
69962	Business Process Analyst 2	35
69963	Business Process Analyst 3	36

APPENDIX B - CLASSIFICATION GROUPINGS

Accounting

16211 Teller
16511 Account Clerk 1
16512 Account Clerk 2
16513 Account Clerk 3
63211 Management Analyst
66112 Accountant/Examiner 2
66113 Accountant/Examiner 3
30972 Accountant 2 (PCN 10124.0)
66531 Fiscal Specialist 1
66541T Compliance Analyst 1
66542T Compliance Analyst 2

Clerical and Administrative

12111 Clerk 1
12112 Clerk 2
12113 Clerk 3
12551 Secretary
52760 Printing Coordinator
12731 Mail Clerk/Messenger
30242 Administrative Assistant 2
(Non-Exempt PCN – 5202.0)

Computer Service

12111 Clerk 1
12112 Clerk 2
12113 Clerk 3
30435 Data Processing Supv. (PCN 3204.0)
12331 Data Entry Operator 1
12332 Data Entry Operator 2
12333 Data Entry Operator 3
12370 Computer Operator 1
12371 Computer Operator 2
12372 Computer Operator 3
12391 Data Systems Coordinator 1

Programming

69921 Information Technologist 1
69922 Information Technologist 2
69923 Information Technologist 3
69931 Infrastructure Specialist 1
69932 Infrastructure Specialist 2
69933 Infrastructure Specialist 3
69934 Infrastructure Specialist 4
69941 Software Development Specialist 1
69942 Software Development Specialist 2
69943 Software Development Specialist 3
69944 Software Development Specialist 4
69961 Business Process Analyst 1
69962 Business Process Analyst 2
69963 Business Process Analyst 3

APPENDIX C - PAY TABLE

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
1	13.03	13.30	13.56	13.86					
	27,102	27,664	28,205	28,829					
2	13.44	13.72	14.03	14.36					
	27,955	28,538	29,182	29,869					
3	13.86	14.18	14.53	14.85					
	28,829	29,494	30,222	30,888					
4	14.36	14.71	15.09	15.41					
	29,869	30,597	31,387	32,053					
5	14.85	15.24	15.62	16.09	16.35				
	30,888	31,699	32,490	33,467	34,008				
6	15.41	15.80	16.22	16.61	17.03				
	32,053	32,864	33,738	34,549	35,422				
7	16.09	16.35	16.78	17.22	17.72	18.36			
	33,467	34,008	34,902	35,818	36,858	38,189			
8	16.78	17.22	17.72	18.36	19.06	19.88			
	34,902	35,818	36,858	38,189	39,645	41,350			
9	17.72	18.36	19.06	19.88	20.81	21.77			
	36,858	38,189	39,645	41,350	43,285	45,282			
10	19.06	19.88	20.81	21.77	22.71	23.87			
	39,645	41,350	43,285	45,282	47,237	49,650			
11	20.81	21.77	22.71	23.87	25.04	26.28			
	43,285	45,282	47,237	49,650	52,083	54,662			
12	22.71	23.88	25.04	26.28	27.55	28.89			
	47,237	49,670	52,083	54,662	57,304	60,091			
23	13.56	13.86	14.18	14.53	14.85				
	28,205	28,829	29,494	30,222	30,888				
24	14.03	14.36	14.71	15.09	15.41				
	29,182	29,869	30,597	31,387	32,053				
25	14.53	14.85	15.24	15.62	16.09	16.35			
	30,222	30,888	31,699	32,490	33,467	34,008			
26	15.09	15.41	15.80	16.22	16.61	17.03			
	31,387	32,053	32,864	33,738	34,549	35,422			
27	15.62	16.09	16.35	16.78	17.22	17.72	18.36		
	32,490	33,467	34,008	34,902	35,818	36,858	38,189		
28	16.35	16.78	17.22	17.72	18.36	19.06	19.88		
	34,008	34,902	35,818	36,858	38,189	39,645	41,350		
29	17.22	17.72	18.36	19.06	19.88	20.81	21.77		
	35,818	36,858	38,189	39,645	41,350	43,285	45,282		

30	18.36	19.06	19.88	20.81	21.77	22.71	23.87		
	38,189	39,645	41,350	43,285	45,282	47,237	49,650		
31	19.88	20.81	21.77	22.71	23.87	25.04	26.28		
	41,350	43,285	45,282	47,237	49,650	52,083	54,662		
32	21.77	22.71	23.87	25.04	26.28	27.55	28.89	30.35	31.86
	45,282	47,237	49,650	52,083	54,662	57,304	60,091	63,128	66,269
33	23.87	25.04	26.28	27.55	28.89	30.35	31.80	33.37	35.02
	49,650	52,083	54,662	57,304	60,091	63,128	66,144	69,410	72,842
34	26.28	27.55	28.89	30.35	31.80	33.37	35.02	36.74	38.57
	54,662	57,304	60,091	63,128	66,144	69,410	72,842	76,419	80,226
35	28.89	30.35	31.80	33.37	35.02	36.74	38.54	40.49	42.53
	60,091	63,128	66,144	69,410	72,842	76,419	80,163	84,219	88,462
36	31.80	33.37	35.02	36.74	38.54	40.49	42.50	44.62	46.83
	66,144	69,410	72,842	76,419	80,163	84,219	88,400	92,810	97,406

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SIGNATURE PAGE

In witness whereof, the parties have executed this Agreement in counterpart original with intent to be bound thereby at Columbus, Ohio, this 13th day of April 2012.

For the Treasurer of State:



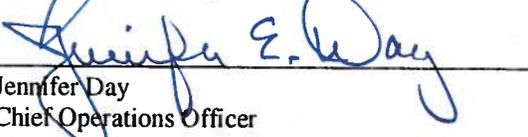
Josh Mandel
Treasurer of State



William Bishifany
Deputy Treasurer of State



Seth Metcalf
Chief Financial Officer & General Counsel



Jennifer Day
Chief Operations Officer
Spokesperson



Megan Kish
Director of Human Resources & Fiscal Services
Negotiating Team

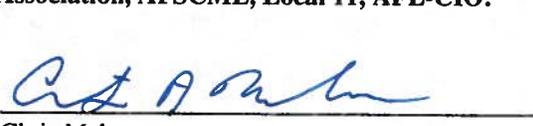


Melanie Barnette
Deputy Director
Human Resources & Fiscal Services
Negotiating Team



Denise Blain
Director, Trust Department
Negotiating Team

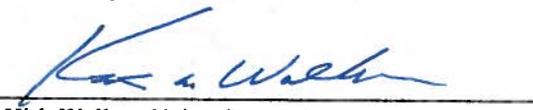
For the Ohio Civil Service Employees Association, AFSCME, Local 11, AFL-CIO:



Chris Mabe
President



Patricia Howell, Staff Representative
Chief Negotiator



Kirk Walker, Union Steward
Negotiating Team



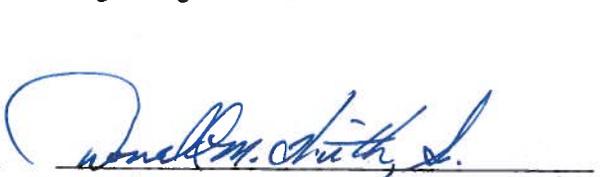
Keith Parker
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