

K#28474

STATE EMPLOYMENT
RELATIONS BOARD

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ARTICLE 1

PURPOSE AND INTENT OF THE AGREEMENT

SECTION 1.1 - GENERAL

It is the purpose of this Agreement to provide for the wages, hours, and terms and conditions of employment of the employees covered by this Agreement; to recognize the continuing joint responsibility of the parties to provide efficient and uninterrupted services to the public; and to provide an orderly, prompt, peaceful and equitable procedure for the resolution of differences between employees and the Employer.

SECTION 1.2 - IMPLEMENTATION OF CONTRACT

Upon ratification, the provisions of this Agreement shall automatically modify or supersede: (1) conflicting rules, regulations and interpretive letters of the Department of Administrative Services pertaining to wages, hours, and terms and conditions of employment; (2) conflicting rules, regulations, practices, policies and agreements of the Employer pertaining to terms and conditions of employment; or (3) conflicting sections of the Ohio Revised Code except those incorporated in Chapter 4117 or referred to therein. All references to the Ohio Revised Code within this Agreement are to those sections in effect at the time of the ratification of this Agreement.

ARTICLE 2

UNION RECOGNITION

SECTION 2.1 – EXCLUSIVE REPRESENTATION

The Employer hereby recognizes the Communications Workers of America as the sole and exclusive bargaining agent for the purpose of collective bargaining on all matters pertaining to wages, hours, terms and other conditions of employment for employees in the bargaining unit. Employees of the bargaining unit have a right to union representation. The bargaining unit for which this recognition is accorded is defined in the Amendment of Certification issued by the State Employment Relations Board on May 16, 1997 (Case No. 97-REP-03-0061) or as subsequently modified by mutual agreement of the parties or by order of the State Employment Relations Board. This Agreement includes all permanently appointed full and part-time employees employed in the classifications and positions listed in Appendix A of this Agreement.

SECTION 2.2 – CHANGES IN CLASSIFICATION PLAN

The Employer shall notify the Union of any changes in the classification plan sixty (60) days prior to the effective date of the change or as soon as the changes become known to the Employer, whichever occurs first. 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. The parties shall comply with the procedures of SERB for amendments or clarifications to the bargaining unit.

If a new classification contains a significant part of the work now done by any classifications in this bargaining unit, or shares a community of interest with classifications in this 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 will then meet within twenty-one (21) days of such notice to review the classification specifications, and if unable to agree as to its inclusion or exclusion, shall submit the question to the State Employment Relations Board for resolution subject to the procedures of the Board.

ARTICLE 3

CONFLICT, AMENDMENT AND SEVERABILITY

This Agreement is meant to conform to and should be interpreted in conformance with the Constitution of the United States, the Constitution of the State of Ohio, all applicable federal laws, and Chapter 4117, Ohio Revised Code.

Should any provision or provisions of this Agreement be invalid by operation of law, declared invalid by any tribunal of competent jurisdiction, or be found to be in conflict with federal laws, all other provisions of the Agreement shall remain in full force and effect.

In the event of invalidation of any portions of this Agreement by a court of competent jurisdiction, and upon written requests of either party, the parties to this Agreement shall meet at mutually convenient times in an attempt to modify, within 20 days after the receipt of the written request, the invalidated provisions by good faith negotiations.

Amendments and modifications of this Agreement may only be made by mutual written agreement of the parties to this contract, subject to ratification by the General Assembly.

ARTICLE 4

UNION SECURITY

SECTION 4.1 - DUES DEDUCTION

The Employer will deduct bi-weekly membership dues and, if appropriate, initiation fees payable to the Union, upon receipt of a voluntary written individual authorization from any bargaining unit employee.

SECTION 4.2 - FAIR SHARE FEE

All employees in the bargaining unit pursuant to Section 4117.09 (C) of the Ohio Revised Code who do not become, or do not remain, members in the Union shall, during any such period of non-membership, be required as a condition of employment to pay to the Union a fair share fee of an amount equal to the dues uniformly required of its members. The deduction of the fair share fee from the payroll checks of bargaining unit employees shall be automatic and does not require authorization by the non-member employee. The Union agrees that it shall be responsible to fully comply with the statutory and constitutional requirements regarding deduction of fair share fees.

Each employee covered by this Agreement who fails voluntarily to acquire or maintain membership in the Union shall be required to pay to the Union a fair share fee as a condition of employment beginning sixty (60) days following the beginning of employment, or the effective date of this Agreement, whichever is later.

SECTION 4.3 - RELIGIOUS EXEMPTION

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

SECTION 4.4 - TERMINATION OF DUES DEDUCTION

The Employer will make every effort to terminate dues deductions within the pay period following the date of notification for the following reasons:

- A. Bargaining unit employee signs cancellation notification on the form provided by the Union;
- B. Bargaining unit employee resigns, is discharged, or severs employment for any other reason;
- C. Bargaining unit employee is laid off; or
- D. Bargaining unit employee accepts a position out of the bargaining unit.

SECTION 4.5 - INDEMNIFICATION OF EMPLOYER

The Union recognizes and agrees that it shall be its responsibility to annually notify all employees in the bargaining unit of the procedure for establishing the fair share fee, the amount and calculations of the fair share fee, and the procedure for challenging the fair share fee. 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 a request of the Union under the provisions of this Article including fair share fees, deductions and remittances. The Union agrees to commit to escrow challenged fair share fees according to the Union appeal procedure.

ARTICLE 5

UNION RIGHTS

SECTION 5.1 - STEWARDS AND OFFICERS

The right of the bargaining agent to appoint stewards is recognized. The exercise of such right shall be in accordance with and limited to the following:

- A. Stewards and officers will have completed their initial probationary period, be employed in and normally limit their steward activities to the division(s) to which they are appointed.
- B. The number of union stewards shall be determined by the ratio of 15:1 on the number of members within the bargaining unit.
- C. The Union will provide written notification to the Employer of the appointment of all stewards, officers and staff representatives of the Union. No appointment will be recognized until such written notification is received by the Employer.
- D. Union stewards and officers will be allowed eight (8) hours annually of time off with pay at his/her straight time rate to participate in steward training conducted by the Union. The time for the steward training will be at a time mutually agreeable to the Union and the Employer. Such time will not be unreasonably denied.
- E. In addition to their regular work duties, the duties of stewards and officers during work time shall be limited to the investigation and presentation of bargaining unit employees' grievances, representing said employees in meetings with the Employer, pursuant to Article 28—Disciplinary Actions, and receiving membership authorization cards from members of the bargaining unit.
- F. Stewards, officers, and staff representatives may receive but not solicit, and may discuss complaints and grievances of employees on the premises. Employees having a legitimate need for the services of their steward, officer, or staff representative of their union shall notify their supervisor that they will contact the chapter president or designee to schedule a discussion. Such discussions shall be in private, where possible. There may be up to three (3) one (1) hour discussions per week, at times mutually agreed which do not interfere with the normal operation of the office provided that the steward or union officer contacts their supervisor or designee prior to leaving their work area and completes the union log, and provided further that it does not consume an unreasonable amount of time.
- G. A steward and officer or staff representative must, upon entering any work area or shift other than their own and prior to engaging in any representative duties, notify and receive approval from the supervisor involved which shall not be unreasonably denied.
- H. No union business will be conducted on the Employer's premises, except as expressly permitted by the terms of this Agreement. When not engaged in union business expressly permitted by this Agreement, union stewards and officers will be performing duties of their positions with the Employer.
- I. Union stewards and officers will have super-seniority for purposes of layoff under this Agreement, as set forth in Article 26.

SECTION 5.2 - UNION REPRESENTATION

An employee shall be entitled to the presence of a union representative at any meeting upon request if there are reasonable grounds to believe that the meeting may be used to support disciplinary action.

SECTION 5.3 - UNION LEAVE

A bank of 500 unpaid hours per calendar year will be provided for use by authorized union representatives for union business. Notification should be given as soon as practical. Additional unpaid leave for union business may be provided at the discretion of the Employer.

Employees that are on approved union leave pursuant to the above shall be credited upon their return to work with those personal leave, sick leave, and vacation hours which they normally would have accrued.

SECTION 5.4 - STAFF REPRESENTATIVES

Staff representatives of the Union shall be allowed reasonable contact with employees of the bargaining unit for the purpose of handling grievances during normal working hours. On-the-job contact for other than grievances shall be permitted provided staff representatives make prior contact with the Employer's Human Resources Director or designee and provided it does not interfere with the normal operation of the facility.

SECTION 5.5 - DISTRIBUTION OF LITERATURE

Normally, distribution of literature may occur only on non-work time. The material must not be libelous, obscene, inflammatory, defamatory, or inconsistent with the promotion of harmonious labor relations between the Office of the Secretary of State and the Union.

SECTION 5.6 - UNION BULLETIN BOARD

The Employer shall provide a suitable space for use of the Union for the purpose of posting bulletins, notices, and other materials affecting the employees in the bargaining unit. The Union may submit information to the Employer's representative to post on the Employer's electronic bulletin board. The posting of any union materials shall be restricted to such bulletin board space except that this restriction shall not be construed to violate an employee's right to have union materials at his/her individual work space. Any material posted will be dated and signed by the appropriate union representative prior to such posting.

The Union agrees not to post any material which is profane, obscene, inflammatory, defamatory to the Employer, its representatives, or any individual, or which constitutes campaign material between competing employee organizations or which constitutes partisan campaign material. Partisan political materials are anything that is intended to influence results of an election or the election process. The Union representative shall remove any materials in violation of this section. The unresolved posting of any material shall be referred to the Secretary of State or his/her designee and the Union for resolution.

SECTION 5.7 - INFORMATION PROVIDED TO THE UNION

The Employer is to provide the Union Chapter Vice President of the Ohio Secretary of State Unit with the following information relating to members or positions of the bargaining unit. It is understood this information applies only to bargaining unit positions, bargaining unit members, or bargaining unit classifications.

1. Dues reports; (to the location designated by the Vice President of the Ohio Secretary of State Unit)
2. Persons leaving employment;
3. Changes in classification or position description;
4. Creation of new classifications;
5. New employees;
6. Last known changes in the name and address of employees;
7. Other union deductions;
8. Disciplinary actions involving bargaining unit members;
9. Temps/intermittents/interns including start date, end date, and classification or function; subcontractors and private contractors providing services which may affect the bargaining unit.
10. Recall lists of bargaining unit members from DAS for layoff purposes.

The above information will be made available to the Union by the Employer monthly as changes occur in the information provided.

ARTICLE 6

MANAGEMENT RIGHTS

Except to the extent modified by this Agreement, the Employer reserves, exclusively, all of the rights and authority to manage and operate its facilities and programs. The exclusive rights and authority of management include specifically, but are not limited to the following:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the Employer as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the public employer as a governmental unit;
- J. Determine the location and number of facilities;
- K. Determine and manage its facilities, equipment, operations, programs and services;
- L. Determine and promulgate the standards of quality and work performance to be maintained;
- M. Take all necessary and specific action during emergency operations situations;
- N. Determine the management organization, including selection, retention, and promotion to positions not within the scope of this Agreement.

All of the functions, rights, powers and authority of the Employer not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer.

ARTICLE 7

NONDISCRIMINATION

SECTION 7.1 - NONDISCRIMINATION

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

Employees who allege violation of this Article shall have the responsibility to establish that a violation occurred. The Employer and Union hereby state a mutual commitment to affirmative action, as regards job opportunities within the Office of the Secretary of State.

SECTION 7.2 - EMPLOYEE RIGHTS

In accordance with Chapter 4117 of the Ohio Revised Code, the Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion. Insofar as Chapter 4117 of the Ohio Revised Code regulates the conduct of the Union and the Employer, the Union and Employer agree not to interfere with the rights of employees to become or not become members of the Union. Furthermore, there shall be no discrimination, interference, restraint, or coercion by the Union, or its representatives, or management or its representatives against any employee exercising the right to abstain from or participate in membership in the Union or involvement in union activities.

It is understood and agreed that employees have the right to present grievances and have them adjusted, without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of the Agreement. It is further understood that the Union has the right to be present at the adjustment of grievances.

SECTION 7.3 - ADA COMPLIANCE

During the term of this Agreement, the parties agree that the Employer may take reasonable steps to comply with the provisions of the Americans with Disabilities Act. The Employer agrees to inform the Union of the need to implement provisions of the ADA or to make reasonable accommodations for an employee with a disability. In the event monetary damages are awarded under the ADA against the Employer as a result of its reliance upon contractual language which the Union sought to enforce, the Union agrees that it shall indemnify the Employer for the amount of any such award, judgment, or settlement and from any and all costs associated with defending the ADA claim, including but not limited to attorneys' fees.

In those instances when the Employer makes reasonable work accommodations according to the Americans with Disabilities Act, such accommodations shall not be subject to arbitration by the Union, employee affected or by other employees who assert that they might be adversely affected by the accommodations made for the handicapped employee.

ARTICLE 8

GRIEVANCE PROCEDURE

SECTION 8.1 - PURPOSE

The Secretary of State and the Union recognize that in the interest of harmonious relations, a procedure is necessary whereby the Union and employees can be assured of prompt, impartial and fair processing of their grievances. Such procedure shall be available to all bargaining unit employees and no reprisals of any kind shall be taken against any employee initiating or participating in the grievance procedure. The grievance procedure shall be the exclusive method of resolving grievances except where law provides other valid jurisdiction over the subject matter.

The Union understands and agrees that the filing of frivolous grievances can be disruptive of good labor-management relations and affirms that it will discourage the filing of frivolous grievances. The Union agrees that it will attempt to discuss with a grievant the validity of the grievance to determine whether or not a grievance is frivolous.

SECTION 8.2 - DEFINITIONS

“Grievance” as used in this Agreement refers to an alleged violation, misinterpretation or misapplication of a specific article or articles, section or sections of this Agreement.

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

“Union Representative” as used in this Article means Union steward, union officer or union staff representative.

SECTION 8.3 - GRIEVANT

A grievance under this procedure may be brought by the Union on behalf of consenting employees or by any bargaining unit member who believes himself/herself to be aggrieved by a violation of this Agreement. Original probationary employees shall not be able to grieve disciplinary actions or probationary removals. Promotional probationary employees shall have access to the grievance procedure up to and including Step 3 as it pertains to the employee’s return to his/her previous classification; the decision at Step 3 shall be final.

When the Union or a group of bargaining unit members desires to file a grievance involving an alleged violation which affects more than one member in the same way the grievance may be filed by the Union. Grievances so initiated shall be called class grievances.

When filing a class grievance, the title on the grievance shall bear the name of the one affected member plus the designation “et al”. Class grievances shall be filed within fourteen (14) days of the date on which any of the like affected grievants had knowledge of the event giving rise to the class grievance. Class grievances shall be initiated directly at the Step 2 of the grievance procedure. Class grievances must identify the names of the employees affected. Notice of the Class action grievance must be provided to each employee identified in the grievance.

The Union shall not attempt to process as grievances, matters that do not constitute an alleged violation of the Agreement.

SECTION 8.4 - TERMINATION OF THE ISSUE

When a decision has been accepted by the appropriate parties at any step of this grievance procedure, it shall be final and no further use of this grievance procedure shall take place.

SECTION 8.5 - GRIEVANCE PROCEDURE

The parties intend that every effort shall be made to share all relevant and pertinent records, papers, data and names of witnesses to facilitate the resolution of grievances at the lowest possible level.

The following are the implementation steps and procedure for handling of grievances; provided however an employee appealing a disciplinary action shall file his/her appeal under Article 28 of this Agreement, which shall be the exclusive remedy for the appeal of discipline.

Step 1 - Immediate Supervisor

A member having a grievance shall first attempt to resolve it orally with the immediate supervisor within twenty-one (21) days of the date on which the grievant knew or should have known of the event giving rise to the grievance.

Grievances initiated more than twenty-one (21) days after the event giving rise to the grievance shall not be considered timely. A union representative may be involved in this discussion at the request of the employee. The supervisor shall be informed that this discussion constitutes the first step of the grievance procedure. The immediate supervisor shall respond in writing to the grievant within five (5) days after the grievance meeting.

Step 2 - Director

Should the Union not be satisfied with the written answer received in Step 1, within ten (10) days after the receipt thereof, the Union may present the grievance to the Director of the employee's immediate supervisor.

The grievance at this step shall be submitted in writing using a form mutually agreed upon by the parties. The grievance shall contain the following information: name(s) of employee(s) involved; date and time (if known) grievance occurred, statement of fact(s) or occurrence(s) giving rise to the grievance; specific reference(s) to the provision(s) of agreement violated or to the discipline grieved; relief requested; name(s) of witness(es), employees involved, and, except in case of class action grievance, the signature(s) of consenting grievant(s). Any issues not identified in the grievance shall be deemed waived.

Grievances submitted beyond the ten (10) day time limit will not be honored. In addition, if the requirements of Step 1 have not been attempted, the Employer shall have no obligation to process the grievance. The Director shall indicate the date and time of his/her receipt of the form. Within ten (10) days of the receipt of the written grievance, the Director shall schedule a meeting which may include the grievant, a union steward or officer

representative, Director or his/her designee, and the Director of Human Resources or his/her designee. The Director shall respond to this grievance by writing his/her answer on the grievance form and returning a copy to the Union within ten (10) days of the meeting above.

Where the Director is also the employee's immediate supervisor, any grievances shall be initiated at Step 2 of the grievance procedure subject to the time limits set forth in Step 1.

Step 3 - Secretary of State or Designee

Should the Union not be satisfied with the written answer received in Step 2, within ten (10) days after receipt thereof, the Union may appeal the Step 2 decision, by mailing or otherwise delivering a copy of the grievance form to the Secretary of State or his/her designee.

An employee with a disciplinary grievance shall file his/her grievance at the Step 3 level within ten (10) days of receipt of a decision by the Director of Human Resources or designee following a pre-suspension or pre-termination meeting pursuant to Article 28 Disciplinary Actions of this Agreement. Upon receipt of the grievance, the Secretary of State and/or designee shall indicate the date and time of receipt on the grievance form and shall hold a meeting within fourteen (14) days to discuss the grievance. A staff representative may attend and participate in this meeting.

Within ten (10) days of this meeting, the Secretary of State or designee shall respond to the grievance in writing and provide a copy to the grievant and a copy to the Union.

SECTION 8.6 - ARBITRATION

If the Union is not satisfied with the answer at Step 3, it may submit the grievance to arbitration by written notice of its desire to do so, presented to the Secretary of State or designee within fifteen (15) days after receipt of the decision in Step 3. Any grievance so appealed and not scheduled for arbitration hearing within ninety (90) days of the date of appeal will be considered withdrawn by the union.

A. Arbitration Panel

Should the need arise, arbitrators shall be selected by utilizing the State Employment Relations Board (SERB), American Arbitration Association (AAA) or the Federal Mediation and Conciliation Services (FMCS). The moving party must request the panel of arbitrators within ten (10) days of submitting a grievance to arbitration. If the request for arbitrators is not timely submitted the grievance shall be deemed waived. The arbitrator shall be selected by obtaining a list of seven (7) arbitrators from the SERB, AAA or FMCS and the Union and the Secretary of State shall have the right to alternately strike names from the list. The remaining name shall be the arbitrator and shall serve for the specified grievance being considered. This procedure shall be utilized for each arbitration case. It is further agreed and understood that the parties may mutually agree to the selection of an arbitrator, other than by the procedure provided herein.

B. Witnesses

The Employer agrees to allow witnesses time off with pay to attend the hearing.

C. Expenses/Costs

All fees and expenses of the arbitrator shall be shared equally by the parties, except that upon motion by either party the arbitrator shall have the authority to determine that a particular grievance is patently without merit, and if he/she so finds, the party that brought the case to arbitration shall pay all such fees and expense. If one (1) party desires a transcription of the proceedings, the total cost for such transcription shall be paid by the party desiring the transcription. If both parties desire a copy, then the total cost for such transcription shall be shared equally by both parties. The parties agree that normally transcripts will not be requested. All other costs incurred by the parties will be paid by the party incurring the costs.

D. Discovery

At least thirty (30) days prior to the start of an arbitration under this Article, the Employer and the Union shall meet to reduce to writing the issue or issues to be placed before the arbitrator. Each party will submit to the other party and to the arbitrator its position in response to the issue or issues its version of what happened, names of witnesses with brief description of testimony, and provide copies of any documents it intends to introduce at a hearing. The joint statement of issues and the statements of position will be delivered to the arbitrator and other party at least fifteen (15) days prior to the arbitration hearing.

Five (5) days prior to the start of an arbitration hearing the parties shall deliver the names of all witnesses and rebuttal documents it may utilize to each other and to the arbitrator. The parties agree that the number of witnesses will not be unlimited. When the arbitrator determines that so many employees have been called by the Union that would unduly interfere with the provision of services and/or conduct of business, he/she shall make arrangements to take the testimony desired in such a manner as will not cause these problems. The release time for employee witnesses shall be the time sufficient to testify.

Where either party will make an issue of "contractual intent" that party will notify the other party ten (10) days prior to the hearing. Where contractual intent is an issue no more than two (2) members of either bargaining committee may be called as witnesses.

On the day of the hearing, the arbitrator shall consider the arguments of the representative of each party, and the written statements and testimony provided by witnesses. Documents may be entered by either side without the necessity of identification by a witness.

E. Arbitration Decisions

In the case of a contract grievance the arbitrator shall render his/her decision as quickly as possible, but in any event, no later than thirty (30) days after the conclusion of the hearing unless the parties agree otherwise. The arbitrator's decision shall be submitted in writing and shall set forth the findings and conclusions

with respect to the issues submitted to arbitration. In the case of a disciplinary appeal the arbitrator may either:

1. Issue a bench ruling sustaining or denying the appeal or modifying the discipline imposed; or
2. Issue a short written decision within five (5) days of the close of the hearing unless the parties mutually agree to a longer time or request a comprehensive decision.

The arbitrator's decision shall be final and binding upon the Employer, the Union and the employee(s) involved, provided such decision conforms with the law of Ohio and does not exceed the jurisdiction or authority of the arbitrator as set forth in this Article. The grievance procedure shall be the exclusive method of resolving grievances. The arbitrator's decision shall address itself solely to the issue or issues presented and shall not impose upon either party, any restriction or obligation pertaining to any matter raised in the dispute which is not specifically related to the submitted issue or issues. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement, nor shall the arbitrator impose on either party a limitation or obligation not specifically required by the language of this Agreement.

SECTION 8.7 - REPRESENTATION

An employee-grievant and the steward or officer shall be allowed time off with pay from regular duties for attendance at scheduled meetings under the grievance procedure. Employees may have their steward and an officer present at step 3 meetings. An employee-grievant and the steward or officer will not receive overtime pay to engage in grievance activities provided herein; however, grievance meetings shall usually be held during normal working hours.

Either party may bring witnesses or additional representatives to any grievance meeting provided under this Article, but only upon advance mutual agreement between the Employer and the Union.

SECTION 8.8 - GRIEVANCE MEDIATION

The parties may mutually agree, at any time during the processing of a grievance, to submit a grievance to mediation. Submission of a grievance will "freeze" the grievance procedure for that grievance. The parties may utilize the State Employment Relations Board (SERB) or Federal Mediation and Conciliation Service (FMCS) or other mutually agreed party to mediate. When submitting a grievance to grievance mediation, the parties agree to develop a timeline for the grievance mediation process. At any time during grievance mediation either party may withdraw from the process whereupon the grievance will return to the step and timeline at the time the grievance was submitted to grievance mediation.

SECTION 8.9 - POLICIES

The Employer shall notify the Union at least ten (10) days in advance of the issuance of policies regarding working conditions. The Union may provide the Employer with written input within that ten (10) day period. After the policy has been issued, should the Union believe the policy to be unreasonable, the Union may appeal within ten (10) days of the issuance.

If the policy is limited to a division the Union may appeal to the deputy director. The deputy director must respond to the appeal within ten (10) days. Should the Union be unsatisfied with the deputy director's response it may file an appeal with the Secretary of State or designee within ten (10) days. If the policy is office-wide, the appeal must be filed directly with the Secretary of State or designee. The Secretary of State or designee's decision is not appealable.

Policies shall be equitably applied. If not, then the policy application that is alleged to be inequitable is subject to the grievance procedure as set forth in Article 8. The parties understand that the union shall have the burden of proof of inequitable application.

The burden of proof for discipline for violation of office policies shall be subject to Article 28 of this Agreement.

SECTION 8.10 – MISCELLANEOUS**A. Extensions**

The grievant or the union representative and management may mutually agree, at any step, to a time extension, but such agreements must be in writing and signed by both parties. Any step in the grievance procedure may be skipped by mutual consent, written and signed by both parties.

In the absence of such mutual extensions, at any step where the Employer's response is not forthcoming within the specified time limits, the Union may submit the grievance to the next successive step in the grievance procedure within the same number of days from the date the decision was due as specified in Section 8.5 of this Article. Any grievance not timely filed, timely appealed to a subsequent step, or timely pursued to arbitration shall be deemed waived. It is understood and agreed that the moving party shall have the responsibility to timely process grievances.

Should the employee-grievant or Union fail to comply with the time limits specified herein, or to appear at a hearing, the grievance will be considered to have been resolved in favor of the position of the Employer and that decision will be final.

B. Waiver of Hearing

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

ARTICLE 9

PERSONAL LEAVE

SECTION 9.1 - ELIGIBILITY FOR PERSONAL LEAVE

Each employee shall be eligible for personal leave with pay subject to the following conditions.

SECTION 9.2 - PERSONAL LEAVE ACCRUAL

Beginning with the pay period that includes December 1, 2011, each year all full-time employees shall be credited with twenty-four (24) hours of personal leave annually. Employees who are hired after the December 1 pay period shall be credited with personal leave on a prorated basis.

Permanent part-time employees shall accrue personal leave on a prorated basis based on the number of hours worked not to exceed more than twelve (12) hours of personal leave in one (1) year.

SECTION 9.3 - COMPENSATION

Compensation for personal leave shall be equal to an employee's base rate of pay.

SECTION 9.4 - CHARGE OF PERSONAL LEAVE

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

SECTION 9.5 - NOTIFICATION AND APPROVAL OF USE OF PERSONAL LEAVE

Employees may use personal leave upon giving reasonable notice in writing to the supervisor except as provided below. If the employee's supervisor is absent or unavailable the employee may give notice to their supervisor's deputy director or designated representative. Requests for the use of personal leave shall not be unreasonably denied. Disclosure of the purpose for use of personal leave may be required for emergency requests. Disclosure for non-emergency requests shall be at the discretion of the employee.

Employees who are unable to report to their assigned work because of a reasonable emergency and who notify their supervisor of this fact as soon as possible, may request permission to use personal leave to cover their absence. Such permission shall not be unreasonably denied.

Personal leave is not available for use until it appears on the employee's pay stub and on the date the funds are made available.

SECTION 9.6 - PROHIBITIONS

Personal leave may not be used to extend an employee's date of resignation or date of retirement nor shall personal leave be used to extend an employee's active pay status for the purpose of accruing overtime or compensatory time. Personal leave shall not be used to extend sick leave unless appropriate documentation is submitted.

SECTION 9.7 - CONVERSION OR CARRY FORWARD OF PERSONAL LEAVE CREDIT AT YEAR'S END

An employee shall have, pursuant to the following provisions, the option to convert to cash or carry forward the balance of any unused personal leave prior to the pay period which includes December 1st.

- A. Carry forward the balance of personal leave up to a maximum of forty-eight (48) hours.
- B. Convert the balance of personal leave to accumulated sick leave.
- C. Receive a cash benefit conversion for the unused balance of personal leave. The cash conversion shall equal one (1) hour of the employee's base rate of pay for every one (1) hour unused credit that is converted.
- D. Personal leave balances at December 1st each year that exceeds the forty-eight (48) hours maximum balance shall, absent a written designation from the employee, automatically be converted to cash.

Employees eligible to receive a cash conversion of personal leave credit at year's end must indicate their desire to convert any personal leave no later than the end of the pay period that includes the first day of November. The Director of Human Resources shall be responsible for reporting the conversion requests to the Department of Administrative Services, whose function it is to supply notice and forms to employees.

SECTION 9.8 - CONVERSION OF PERSONAL LEAVE CREDIT UPON SEPARATION FROM SERVICE

An employee shall be entitled, upon separation for any reason, to a cash conversion for unused accumulated personal leave credit. Payment for accumulated unused personal leave credit shall be at a rate equal to an employee's base rate of pay.

If an employee, who has separated from state service and has received cash benefits for personal leave credit pursuant to the provisions of this Article, is reinstated or re-employed in state service he/she shall not be granted reinstatement of personal leave credit converted to a cash benefit nor will the employee be entitled to any additional personal leave credit before the next base pay period.

SECTION 9.9 - TRANSFER OF PERSONAL LEAVE CREDIT

An employee who transfers into the Office of Secretary of State from another state agency shall be credited with the unused balance of his/her personal leave credit up to a maximum of forty-eight (48) hours.

SECTION 9.10 - DEATH OF AN EMPLOYEE

Upon the death of a permanent employee, unused personal leave shall be converted to cash and paid in accordance with Section 2113.04 of the Revised Code in effect at the time of the ratification of this Agreement or to his/her estate.

ARTICLE 10

SICK LEAVE

SECTION 10.1 - USE

Employees may use sick leave when properly requested and used as defined in Section 10.7. Employees are subject to corrective action for unauthorized use of sick leave and/or abuse of sick leave. When corrective and/or disciplinary action is taken, it will be applied progressively and consistently. The Union recognizes the Employer's right to implement a reasonable sick leave control policy. Such policy shall not be arbitrary or capricious.

SECTION 10.2 - DEFINITIONS

As used in this Article:

- A. "Base pay period" means the pay period that includes the first day of December.
- B. "Pay period" means the fourteen-day period of time during which the payroll is accumulated, as determined by the Director of Administrative Services.
- C. "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.
- D. "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.
- E. "Full-time employee" means an employee whose regular hours of duty total eighty (80) in a pay period for the Office of Secretary of State and whose appointment is not for a limited period of time.
- F. "Immediate family"—includes mother, father, brother, sister, child, step-child, spouse, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, legal guardian or other person standing in place of parent or spouse.

SECTION 10.3 - SICK LEAVE ACCRUAL

All employees shall accrue sick leave at the rate of 3.1 hours for each eighty (80) hours in active pay status excluding overtime hours, not to exceed eighty (80) hours in one (1) year. Part-time employees shall accrue sick leave on a prorated basis based on hours worked not to exceed more than eighty (80) hours of sick leave in one (1) year.

SECTION 10.4 - CHARGE OF SICK LEAVE

Such leave used shall be charged in minimum units of one-tenth (1/10) hour. Employees shall be charged sick leave only for the days and hours for which they would have otherwise been regularly scheduled to work.

Sick leave shall not exceed the amount of time an employee would have been scheduled to work in any pay period.

Sick leave used at the beginning of a shift shall be no less than two (2) hours unless used for a pre-scheduled doctor's appointment where a supervisor was notified in writing in advance or if a medical emergency exists which may be excluded by the Secretary of State or designee at his/her discretion.

Employees shall not use sick leave to cover tardiness.

SECTION 10.5 - DISCIPLINE FOR MISUSE OF SICK LEAVE

Employees may be subject to discipline for excessive use or abuse of sick time. Excessive use or abuse may be indicated when an employee exhibits consistent periods or patterns of sick leave usage, including, for example (but not limited to):

1. Before and/or after holidays;
2. Before and/or after weekends and regular days off;
3. After pay days;
4. Any specific day or half days;
5. Absence following overtime worked
6. Beginning of the workday to cover tardiness

During any review of sick leave usage involving a member, a union representative will be invited to be present.

If excessive use or abuse continues management may take action including:

1. Require a physician's statement for all sick leave usage for a period of six months. Failure to comply may result in sick leave denial.
2. Proceed with progressive disciplinary action for violation of this policy.

Excessive absenteeism will generally be intended to include use above the average use within the office, use within a specific period of time (e.g. monthly, quarterly, etc.). It is the employer's responsibility to establish excessive absenteeism of the employee.

Exempt from excessive use or abuse standards shall be previously scheduled medical appointments when the employee has notified in writing his/her supervisor prior to the requested use and situations clearly communicated and evidenced under ADA or FMLA and medical emergencies when approved by the Secretary of State or designee.

It is understood that the employer may implement corrective action for unauthorized use of sick leave and/or abuse of sick leave. When corrective action and/or disciplinary action is applied, it is intended for the purpose of correcting the performance of the employee.

Notwithstanding the provisions of this section, employees remain subject to discipline for the abuse or misuse of sick leave.

SECTION 10.6 - COMPENSATION FOR CHARGED SICK LEAVE

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

SECTION 10.7 - AVAILABILITY AND NOTIFICATION FOR USE OF SICK LEAVE**A. Availability**

Sick leave is not available for use until it appears on the employee's pay stub and on the date the funds are made available.

B. Notification

When an employee is sick and unable to report for work, he/she will notify his/her immediate supervisor following the procedure in section 29.1. If sick leave continues past the first day, the employee will notify his/her supervisor every day unless prior notification was given to the number of days off.

C. Notification For Extended Sick Leave

In the case of a condition exceeding two (2) consecutive workdays, the Employer may require a physician's statement specifying the employee's inability to report to work. Those employees who have been required to provide a physician's statement will be considered for leave approval only if the physician's statement is provided within two (2) business days after returning to work.

When institutionalization or hospitalization is required, the employee or his/her designee shall be responsible for notifying the supervisor upon admission and discharge from an institution or hospital. The Employer may require proof of admission upon return to work. When convalescence at home is required, the employee shall be responsible for notifying the supervisor at the start and termination of such period of convalescence.

As soon as possible, the employee shall notify the Employer of the probable date of recovery upon admission to the hospital or at the start of home convalescence.

SECTION 10.8 - SICK LEAVE USES

Sick leave may be used by employees for the following reasons:

- A. Illness, injury, or pregnancy-related condition of the employee.
- B. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.
- C. Examination of the employee, including medical, psychological, dental, or optical examination.
- D. To extend bereavement leave upon the death of a member of the employee's immediate family. Such usage shall be limited to a reasonably necessary time, not to exceed five (5) days.
- E. Illness, injury, or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.

- F. Examination, including medical, psychological, dental, or optical examination, of a member of the employee's immediate family where the employee's presence is reasonably necessary.

SECTION 10.9 - SICK LEAVE CONTROL POLICY

A. Joint Recognition of Responsibility

The parties jointly recognize their continuing responsibility to provide efficient and satisfactory services to the public, and to alleviate the burden on the vast majority of employees who do not abuse the right to sick leave. Sick leave will be a continuous topic of discussion in labor-management in an effort to curb sick leave abuse.

Upon notice by a member or upon written notification by management that a member's sick leave balance is low or exhausted, or that a member's sick leave use is questioned as excessive or abusive, the Union will meet with the member and emphasize the operational need for regular attendance, will advise the member of his/her obligation to provide required information regarding any FMLA or ADA matter (if applicable), will encourage the member to correct any attendance problem through an action plan developed by the member with management to reduce or avoid discipline in accordance with Section 10.5 of this Agreement. When management has provided written notification to the Union regarding the described circumstances, the Union will provide written response to Management to confirm that a meeting was held with the member regarding the duties and obligations of employees of the Office of the Secretary of State.

B. Approval of Sick Leave

The parties also agree that the use of sick leave shall not be unreasonably disapproved.

C. Evidence of Use

Whenever an employee requests the use of sick leave, the Employer may require an employee to furnish a satisfactory written, signed statement to justify the use of sick leave. If professional medical attention is required by the employee or member of the employee's immediate family, a statement personally written and signed by a physician who has examined the employee or family member may be required by the Employer to justify the use of sick leave. Falsification of either the signed statement or a physician's certificate shall be grounds for disciplinary action which may include dismissal.

An employee who fails to comply with this Article shall not be allowed to use sick leave for the time absent from work under such non-compliance. Application for use of sick leave with the intent to defraud shall be grounds for disciplinary action which may include dismissal.

D. Inadequate Sick Leave

If any disabling illness or injury continues past the time for which an employee has accumulated sick leave, the Employer may authorize:

1. A leave of absence without pay in accordance with Article 15—Leave of Absence of this Agreement, or;
2. Personal or vacation leave to cover the absence, or;
3. If the employee is eligible, recommend disability leave benefits in accordance with Article 16 —Disability Leave of this Agreement.

Leaves of absence shall not be unreasonably denied.

E. Unauthorized Absence

Employees who are absent without pay without authorization shall be subject to the disciplinary procedure.

F. Physician Examination

The Employer may require, at the Employer's expense, an employee to take an examination, conducted by a licensed physician, to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified due to illness or disabling condition, the employee may apply for sick or disability leave, be placed on an unpaid leave of absence, or be considered for disability separation or disability retirement.

SECTION 10.10 - CONVERSION OR CARRY FORWARD OF SICK LEAVE CREDIT AT YEAR'S END

Each year, prior to December 1, an employee shall have the option to convert to cash (2 for 1) or carry forward all or part of his/her sick leave balance which has been accrued within the preceding twelve (12) month period. If an employee uses forty (40) hours or less of sick leave during the year then he/she may convert to cash (1 for 1) the remainder of his/her sick leave balance which has been accrued within the preceding twelve (12) month period.

SECTION 10.11 - CONVERSION OF SICK LEAVE UPON SEPARATION FROM SERVICE

An employee shall be entitled, upon separation for any reason, to a cash conversion for unused sick leave at the rate of fifty percent (50%).

SECTION 10.12 - RESTORATION OF SICK LEAVE CREDIT AND CONVERSION TO CASH BENEFIT SICK LEAVE CREDIT UPON RETIREMENT OR DEATH OF AN EMPLOYEE

An employee shall be entitled to the following:

- A. An employee who transfers into the Office of the Secretary of State shall be credited with the unused balance of the accumulated sick leave up to the maximum sick leave accumulation permitted.
- B. Upon reemployment, sick leave shall be granted upon presentation of appropriate documentation to the Office of the Secretary of State provided that the employee is re-employed within ten (10) years of the date on which the employee was last terminated from public service. The employee shall notify the Secretary of State of the amount of unconverted creditable sick leave and provide reasonable documentation in support of any such claim. Upon request by an employee, previous appointing authorities shall provide the employee with adequate documentation regarding the previously accumulated sick leave of which the appointing authority is aware.
- C. In the case of death of an employee, the employee's unused sick leave shall be converted to cash.

The cash conversion of unused sick leave shall be paid in accordance with Section 2113.04 of the Ohio Revised Code in effect at the time of the ratification of this Agreement, or to his/her estate.

ARTICLE 11

BEREAVEMENT LEAVE

SECTION 11.1 - GRANT OF BEREAVEMENT LEAVE/IMMEDIATE FAMILY

Three (3) days of bereavement leave shall be granted to each employee upon the death of his/her mother, father, brother, sister, child, step-child, spouse, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, legal guardian or other person standing in place of parent or spouse. One (1) day of bereavement leave shall be granted to each employee upon the death of his/her aunt or uncle.

Permanent part-time employees shall be granted three (3) days of bereavement leave based on the hours that they are normally scheduled to work. One (1) day of bereavement shall be granted to Permanent part-time employees upon the death of his/her aunt or uncle based on the hours that they are normally scheduled to work.

SECTION 11.2 - COMPENSATION

Compensation for bereavement leave shall be equal to an employee's base rate of pay.

SECTION 11.3 - NOTIFICATION AND APPROVAL OF USE

Employees may use bereavement leave upon giving reasonable notice to the supervisor. Requests for the use of bereavement leave shall not be unreasonably denied. Bereavement leave shall be to attend (and travel) to/from the funeral of the immediate family member and must be used within twenty-eight (28) days of the death of the immediate family member.

SECTION 11.4 - PROHIBITIONS

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

ARTICLE 12

VACATION ALLOWANCE

SECTION 12.1 - RATE OF ACCRUAL

Permanent full-time employees shall be granted vacation leave with pay and shall accrue such leave as follows:

Length of State Service	Accrual Rate
	Hours Earned Per 80 Hours in Active Pay Status Per Pay Period
Less than 4 years	3.1 hours
4 years or more	4.6 hours
9 years or more	6.2 hours
14 years or more	6.9 hours
19 years or more	7.7 hours
24 years or more	9.2 hours

Employees may use their accrued leave at the completion of their probationary period.

If a permanent full-time employee has previous service credit, under the provisions of 9.44 of the Ohio Revised Code, accrual rates will be based on the inclusion of the previous service credit.

SECTION 12.2 MAXIMUM ACCRUAL

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

Annual Rate of Vacation	Accumulation Maximum
80 Hours	240 Hours
120 Hours	360 Hours
160 Hours	480 Hours
180 Hours	540 Hours
200 Hours	600 Hours
240 Hours	720 Hours

SECTION 12.3 - SCHEDULING

Initial vacation leave requests shall be submitted in writing. Vacation leave shall be used and charged in units of one-tenth (1/10) hour. Vacation leave shall be taken only at times mutually agreed to by the Employer and employee. Subject to variations in workload circumstances, the Employer may establish maximum numbers of employees who can be absent from work at one time. Requests for vacation leave must be submitted no later than 10:00 a.m. the preceding workday in advance of date requested. Vacation dates will be granted, insofar as possible, at the times most desired by employees according to their seniority. Vacation requests submitted and not disapproved forty-five (45) days or more in advance of commencement of leave will not be bumped by requests submitted after the forty-fifth day by employees with more seniority. Requests for vacation leave may not be submitted prior to 90 days in advance of date(s) requested. Requests received less than forty-five (45) days prior to the commencement of leave will be granted on a first come first serve basis. Requests received for the same day will be granted on the basis of seniority. Requests for vacation shall not be unreasonably denied. When an emergency exists, in the opinion of the Employer, after consultation with the Union, all leaves including vacations may be canceled.

SECTION 12.4 - CONVERSION OF VACATION LEAVE CREDIT UPON SEPARATION FROM SERVICE

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

SECTION 12.5 - TRANSFER OF VACATION LEAVE

An employee who transfers into the Office of Secretary of State shall be credited with the unused balance of his/her vacation leave.

SECTION 12.6 - DEATH OF AN EMPLOYEE

In case of death of an employee, any unused vacation leave shall be paid in accordance with Section 2113.04 of the Ohio Revised Code in effect at the time of the ratification of this Agreement or to his/her estate.

SECTION 12.7 - PART-TIME EMPLOYEES

Permanent part-time employees will accrue 3.1 hours of vacation for each eighty (80) hours worked and shall accrue such leave as follows:

Length of State Service	Accrual Rate
	Hours Earned Per 80 Hours in Active Pay Status Per Pay Period
Less than 4 years	3.1 hours
4 years or more	4.6 hours
9 years or more	6.2 hours
14 years or more	6.9 hours
19 years or more	7.7 hours
24 years or more	9.2 hours

Employees may use their accrued leave at the completion of their probationary period.

If a permanent part-time employee has previous service credit, under the provisions of section 9.44 of the Ohio Revised Code, accrual rates will be based on the inclusion of the previous service credit.

SECTION 12.8 - YEAR-END CONVERSION

Employees may convert up to forty (40) hours of their vacation accrual as a cash benefit. The cash conversion shall equal one (1) hour of the employee's base rate of pay for every one (1) hour of converted vacation accrual not to exceed forty (40) hours in one (1) year beginning each December first. Employees eligible to receive a cash conversion of vacation leave at year's end must indicate their desire to convert any time up to forty (40) hours no later than the end of the pay period that includes the first day of November.

SECTION 12.9 - LEAVE AVAILABILITY

Vacation leave is not available for use until it appears on the employee's pay stub and on the date the funds are made available.

ARTICLE 13

COURT LEAVE

SECTION 13.1 - COURT LEAVE

The Employer shall grant court leave at the employee's base rate of pay to any employee who:

- A. Is summoned for jury duty by a court of competent jurisdiction;
- B. Is subpoenaed to appear before any court, commission, board or other legally constituted body authorized by law to compel the attendance of witnesses where the employee is not a party to the action or appearing as directed by the legally constituted body as parent or guardian of juveniles;
- C. Is to appear, as a party with a claim against the Secretary of State, at a hearing before the Industrial Commission or court, if an appeal occurs.

Employees must provide as much advance notice as possible when subpoenaed or summoned for court duty and must submit proof of subpoena or summons. If an employee is summoned or subpoenaed and released from jury duty for one-half (1/2) or more of the work day, the employee shall report to work.

SECTION 13.2 - REMITTANCE OF COMPENSATION

Any compensation or reimbursement for jury duty or for court attendance compelled by subpoena, when such duty is performed during an employee's normal working hours, shall not be remitted by an employee to the Secretary of State's Office.

SECTION 13.3 - PERSONAL MATTERS

Any employee who is appearing before a court or other legally constituted body in a matter in which he/she is a party or has personal involvement may be granted vacation time, personal leave, or leave of absence without pay. Such instances would include, but not be limited to, criminal or civil cases, traffic court, divorce proceedings, custody, or appearing as directed as parent or guardian of juveniles.

ARTICLE 14

HOLIDAYS

SECTION 14.1 - LIST OF DAYS

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

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

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

SECTION 14.2 - HOLIDAY PAY

- A. Full-time employees are entitled to eight (8) hours of pay at the base rate of pay for each holiday listed.
- B. If a holiday occurs during a period of sick or vacation leave the employee shall not be charged for sick leave or vacation leave for the holiday.
- C. An employee on leave of absence is in no-pay status and shall not receive payment for a holiday. A leave of absence shall neither start nor end on a holiday.
- D. An employee in no-pay status shall not receive holiday compensation.
- E. Holidays shall be construed as time worked in computing overtime/comp time for employees who receive holiday pay.
- F. An employee must be at work the scheduled work day before and the scheduled work day after the holiday, have pre-approved leave, sick leave with doctor's certification, or extraordinary circumstances as determined by the Employer and if no pattern of use/abuse of leave is determined to receive pay for the holiday. If the holiday falls on a Monday, the day before the holiday will be 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.

SECTION 14.3 - NON FULL-TIME EMPLOYEES

Non full-time employees will be paid for any holiday on which they are ordinarily scheduled. They shall be paid four (4) hours of pay for the holiday.

ARTICLE 15

LEAVE OF ABSENCE

SECTION 15.1 - PERSONAL AND EDUCATIONAL LEAVE

A personal leave of absence without pay for a period of up to six (6) months for personal reasons may be granted at the discretion of the Employer and upon written request. Such reasons include, but are not limited to, non-disability maternity, paternity and child-rearing leave and adoption leave. Such leaves may be extended for a period of up to six (6) months upon written request.

A leave of absence may be granted at the discretion of the Employer and upon written request by an employee for the purpose of engaging in an educational program leading to a degree or certification. The leave may be granted for a period of up to one (1) year and may be extended upon request for an additional period of up to one (1) year.

SECTION 15.2 - WORKERS' COMPENSATION LEAVE

When an employee is off work due to a compensable on-the-job injury, he/she shall be on leave of absence for the length of time he/she receives workers' compensation up to a total of one (1) year, at which time the employment relationship is severed.

SECTION 15.3 - REQUESTING LEAVE OF ABSENCE WITHOUT PAY

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

If it is found that a leave is not actually being used for the purpose for which it was granted, the Employer shall cancel the leave and may direct the employee to report for work. Leaves of absence will not be unreasonably denied.

SECTION 15.4 - RETURN TO SERVICE

Upon completion of the leave of absence, the employee is to be returned to the classification at the same rate of pay formerly occupied, or to a similar classification if the employee's former classification no longer exists. The Employer has the right to fill the position formerly occupied when the Employer determines it is necessary. An employee who fails to return to duty or make arrangements to do so which are acceptable to the Employer within three working days of the completion of a valid cancellation of a leave of absence may be removed from service.

An employee who fails to return to service from a leave of absence without pay and is subsequently removed from service is deemed to have a termination date corresponding to the starting date of the leave of absence without pay. All approved leaves up to a maximum of six (6) months in a calendar year shall accrue seniority for the period of the leave.

SECTION 15.5 - MILITARY LEAVE OF ABSENCE

The provisions of state and federal law shall prevail for all aspects of military leave, including requests for and return from such leave.

SECTION 15.6 - BENEFITS WHILE ON LEAVE

Employees granted a leave of absence without pay for a period longer than thirty (30) days and who desire to continue their insurance coverage may do so in accordance with the provisions of the health care insurance program.

ARTICLE 16

DISABILITY LEAVE

SECTION 16.1 - ELIGIBILITY

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

- A. The employee is eligible for sick leave credit pursuant to Article 10, Sick Leave of this Agreement; or
- B. The employee is on disability leave or on approved medical leave and would be eligible for sick leave credit pursuant to Article 10, Sick Leave of this Agreement except that the employee is in no pay status.

A permanent part-time employee of the bargaining unit is eligible for disability leave benefits if the employee has worked fifteen hundred (1,500) or more hours within the twelve (12) calendar months preceding the disability and if:

- A. The employee is eligible for sick leave credit pursuant to Article 10 of this Agreement; or
- B. The employee is on a disability leave or an approved medical leave and would be eligible for sick leave credit pursuant to Article 10, Sick Leave of this agreement except that the employee is in no pay status.

Except for absences resulting in hospital admission from a life threatening illness, injury or condition, employees who have been notified that they are under investigation for possible disciplinary action shall not be eligible for, nor shall they receive, disability benefits for a period of ninety (90) days from the date the employee is notified that the employee is under investigation. At the conclusion of the ninety (90) day period, should no discipline or pre-discipline notice be issued and id the employee has not worked, the employee may apply for and receive disability benefits retroactive to the beginning of the ninety (90) day period, if the employee is otherwise eligible. Should the employee receive discipline or a pre-disciplinary notice in the ninety (90) day period, the employee shall continue to be ineligible to apply for and receive disability benefits until the discipline is no longer pending. No longer pending includes the period of any disciplinary suspension and the exhaustion of the grievance process under Article 28.

SECTION 16.2 - STANDARDS AND PROCEDURES

Eligibility shall be pursuant to current Ohio Law and the Administrative Rules of the Department of Administrative Services in effect as the effective date of this Agreement. The waiting period for disability benefits shall be fourteen (14) calendar days.

SECTION 16.3 - BENEFIT LEVEL

Employees may have up to one (1) year disability leave for an approved claim of disability. The level of disability leave benefit pursuant to this Article shall be paid at sixty-seven percent (67%) of the employee's base rate of pay.

Permanent part-time employees level of disability benefits pursuant to this article shall be paid at sixty-seven percent (67%) of the employee's base rate of pay.

Upon the direction of the Department of Administrative Services, employees are required to apply for disability retirement upon completing six (6) months of disability benefits.

SECTION 16.4 - MAXIMUM BENEFITS

During their service with the Employer, employees will be eligible for benefits under the disability leave plan to the following maximum amount:

Service Time	Maximum Benefits
1-8 years	24 months
8-16 years	36 months
16 or more years	48 months

All hours of paid disability leave benefits shall be counted toward the lifetime maximum limitation.

SECTION 16.5 - REQUESTING RETURN FROM DISABILITY LEAVE OR DISABILITY SEPARATION

When an employee has exhausted the one (1) year period of disability leave and is unable to return at that time, the employee will be deemed separated. The employee requesting to return from disability leave shall be eligible for reinstatement upon the submission of appropriate medical documentation which must show that the employee has recovered sufficiently to be able to perform the substantial and material duties of the position to which reinstatement is sought.

ARTICLE 17

GROUP HEALTH INSURANCE

SECTION 17.1 - COVERAGE

The Employer shall provide a comprehensive health care insurance program to employees. The Employer will subscribe to the general State of Ohio plan as provided and administered by the Department of Administrative Services—Benefits Administration unless otherwise agreed.

SECTION 17.2 - EMPLOYER CONTRIBUTION

The Employer shall contribute to the health insurance plan premium cost per month per full time employee at the rate for Employer and employee contributions in accordance with the OCSEA and the Union Benefits Trust.

All employees who elect to be in the Employer's comprehensive plan shall remain a member of the plan pursuant to existing practice permitting change each year, except that an employee may change coverage plans upon a change in family status based upon eligibility coverage as established for the general State of Ohio Plan.

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

SECTION 17.3 - HMOS

In addition to the Employer's comprehensive health insurance plan, the Employer may contract with various Health Maintenance Organizations (HMO's) to offer health insurance. Employees may elect to enroll in an HMO during any open enrollment period. For employees electing to participate in an HMO, the Employer shall contribute to the HMO the same percent of its total rate as provided in the general insurance plan.

SECTION 17.4 - HEALTH INSURANCE COMMITTEE

The union shall be permitted to have release time for one (1) representative to attend regular health insurance committee meetings. The union shall provide prior written notice of the meetings.

SECTION 17.5 - DENTAL AND VISION

The Employer agrees to pay an amount in accordance with the Agreement between OCSEA Benefits Trust and the State of Ohio.

SECTION 17.6 - TAX DEFERRAL

The Employer shall place the employee's monthly health benefits deductions on a pre-tax basis as permitted by federal law.

SECTION 17.7 - HEALTH INSURANCE FOR EMPLOYEES ON APPROVED WORKERS' COMPENSATION

Employees who are awarded workers' compensation shall continue to be eligible for health insurance for the remaining term of this Collective Bargaining Agreement. The Employer will pick up the Employer's portion of the premium; the employee will be responsible for his/her share of the premium.

ARTICLE 18

LIFE INSURANCE

SECTION 18.1 - AMOUNT

The Union Benefits Trust shall provide a basic group life insurance benefit equal to one-time basic annual earnings (rounded to the next highest thousand). Up to a maximum of \$150,000 for all employees who have attained one (1) year of state service.

SECTION 18.2 - CONVERSION

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

SECTION 18.3 - DISABILITY COVERAGE

In the event an employee goes on an extended medical disability or is receiving Workers' Compensation benefits, the Employer-policyholder shall continue group life insurance coverage at no cost to the employee for the period of such extended leave, but not beyond one (1) year.

SECTION 18.4 - OPTIONAL LIFE INSURANCE

The Employer shall make available Optional Term Life Insurance to employees. The cost will be paid by the employee on a payroll deduction basis.

ARTICLE 19

EMPLOYEE ASSISTANCE PROGRAM (EAP)

SECTION 19.1 - IMPLEMENTATION

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

SECTION 19.2 - TRAINING

All union stewards and officers will be trained jointly with management in procedures to be followed in direct referral to the various community services agencies on an annual basis.

SECTION 19.3 - AWARENESS OF SERVICE

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

SECTION 19.4 - CONFIDENTIALITY OF RECORDS

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

ARTICLE 20

EMPLOYEE TRAINING

When training programs are available to a group of employees, the selection of the employee(s) to be trained shall be predicated on the needs of the Employer, and with due regard to a principle of fair opportunity for all eligible employees in the group. Information regarding such programs will be made available to the employees.

In recognition of the joint goal to provide the highest quality service to the taxpayers of Ohio, the Secretary of State may offer in-service training programs which are aimed at skills development and improvement in order to afford employees greater opportunity for performance improvement. Such offering may be limited by availability of funds.

In the event an employee attends workshops, seminars, classes or other training programs, the employee may be required to provide the Employer with a verifiable record of attendance, and an evaluation of the quality of the training received.

ARTICLE 21

SENIORITY

SECTION 21.1 - DEFINITION

Employees hired prior to June 20, 1986, seniority shall be based upon their length of employment with the State of Ohio. All other Seniority shall mean the amount of time an individual member of the unit has worked as determined by his/her date of hire as a permanent employee of the Office of the Secretary of State.

SECTION 21.2 - APPLICATION

Seniority, along with other relevant factors, shall be seriously considered in discretionary decisions by the Employer, including, but not limited to, promotions, leave preference, and overtime/compensatory time assignments.

ARTICLE 22

JOB OPENINGS

SECTION 22.1 - POSTING OF VACANCIES

A job vacancy for a position within the bargaining unit shall be posted for a minimum of five (5) work days on the intranet, DAS website, and designated bulletin boards, including the union bulletin board, in the Office of the Secretary of State.

SECTION 22.2 - CONSIDERATION OF APPLICANTS

The Employer recognizes that hiring from within the bargaining unit contributes to positive motivation on the part of all members of the bargaining unit, and shall make this a serious consideration in the filling of open positions. Internal bargaining unit applicants will be given first consideration for vacancies within the bargaining unit. Applicants from outside the bargaining unit may be considered for vacancies after due consideration for bargaining unit members. It shall be the responsibility of all applicants to demonstrate their qualifications, skills, abilities, and knowledge for the vacant position and to submit any information they desire to be considered by the Employer.

In the event a bargaining unit member has submitted an application for a posting, that application shall remain on file for a period of at least six (6) months. Secretary of State bargaining unit members may submit a memo or letter of interest for consideration of subsequent postings during the six (6) month period. Any subsequent applications submitted during the six (6) month period will supersede previous applications and dates.

An employee shall not be eligible apply for a vacancy until they have served the probationary period in their current position.

SECTION 22.3 - CRITERIA FOR SELECTION

Applications will be considered filed timely if they are received in the personnel office no later than the closing date listed on the posting. All timely filed applications shall be reviewed considering the following criteria: qualifications, experience, education, skills, abilities to perform the work, and work record. Where applicant's qualifications relatively equal according to the above criteria, the job shall be awarded to the applicant with the greatest seniority.

SECTION 22.4 - TRANSFERS

Transfers of personnel to vacant positions will not be utilized for disciplinary reasons.

SECTION 22.5 - NOTICE TO UNSUCCESSFUL APPLICANTS

If a current member is not hired for the position, the Human Resources Director or designee shall give written notice of the fact that he/she was not hired. Where practical and feasible, the employee shall be given such notice in person. Such a notice shall outline to the applicant the rationale for his/her non-selection and provide the applicant with full disclosure of his/her test results, if any, and areas in which the applicant was deficient. This information shall only be made available to the Communications Workers of America and the employee.

ARTICLE 23

JOB AUDITS

SECTION 23.1 - POSITION DESCRIPTION

Each employee has a right to a copy of his/her position (job) description. When position descriptions are changed, affected employees shall be furnished a copy. Any employee and/or the Union may request a copy of his/her current position description and classification specification.

SECTION 23.2 - AUDITS

If an employee believes that he/she has been assigned duties substantially higher than that of his/her current classification, and the assigned duties have been performed for more than ten (10) consecutive work days, then the employee may file a grievance with the Secretary of State or designee. The grievance must state specifically the different duties performed, the higher classification that contains those duties and how those duties differ substantially from the one normally assigned to the classification of the employee. Filing a grievance under this article bars an employee from filing a subsequent grievance regarding job duties for one (1) year from the date of the result of the job audit if his/her position control number has not changed and there has been no significant change in the job duties.

The Secretary of State or designee will review the grievance filed, conduct an investigation if necessary, and issue a written decision within thirty (30) calendar days.

SECTION 23.3 - RECLASSIFICATIONS

If the Secretary of State or designee determines that the grievant is performing duties substantially higher than that of his/her classification, the Secretary of State or designee will direct the appropriate management representative to immediately insure that the grievant stops performing those particular duties or make a decision to reclassify that position.

If the Secretary of State or designee determines that the duties are those contained in a classification with a higher pay range than that of the current classification, the Secretary of State or designee will issue an award of monetary relief, provided that the employee has performed the duties for a period of ten (10) or more consecutive work days. The amount of the monetary award shall be the difference between the grievant's regular hourly rate of pay and the hourly rate of pay (at the applicable step) of the higher classification. In no event shall the monetary award be retroactive to a date earlier than ten (10) calendar days prior to the date of the original grievance and will end on the date of the award.

If the duties are determined to be those contained in a classification with a lower pay range than that of the employee's current classification, the Employer will assign the employee appropriate duties for his/her current classification.

SECTION 23.4 - APPEALS

If the Union is not satisfied with the decision of the Secretary of State or designee, the grievance may be appealed to arbitration under the provisions of Article 8, in writing, within fifteen (15) days of the Secretary of State or designee's answer or date it was due.

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

Present at the hearing shall be up to two (2) union representatives, the employee, and up to two (2) management representatives who will present their arguments to the hearing officer. The arbitrator will issue a binding bench decision at the conclusion of the hearing, which will identify if the employee was working out of a classification and for what period of time.

The expenses of the arbitrator shall be borne equally by both parties. Grievances of job audits may be processed only in accordance with this Article. The parties will use, at the request of either party, the discovery process of section 8.6 for arbitrations of job audits.

ARTICLE 24

INTERMITTENT AND TEMPORARY EMPLOYEES

The Employer and the Union agree that intermittent or temporary employees will be employed subject to the following conditions:

SECTION 24.1 - USE OF INTERMITTENT AND TEMPORARY EMPLOYEES

- A. The position is filled by an intermittent or temporary employee(s) for a period not to exceed four (4) months. If the position has been occupied by an intermittent or temporary employee for a period of four (4) months, the position will be posted in accordance with Article 22 of the Agreement. In the event the need to temporarily fill a position exceeds four (4) months, the Employer and Union will meet and shall mutually agree to an extension prior to the position being filled by an intermittent or temporary employee. The Employer shall demonstrate the reasons for the extension and indicate when the need will expire.
- B. The position is occupied permanently by another employee who is on authorized leave of absence. The occupancy by the intermittent or temporary shall be for the duration of the leave.
- C. The Employer will not act for the purpose of eroding the bargaining unit.

SECTION 24.2 - PERMANENT APPOINTMENT OF INTERMITTENT OR TEMPORARY EMPLOYEES

Employees who have been continuously serving for at least four (4) months in a position as an intermittent or temporary employee may be considered, at the Employer's discretion, to be given a permanent appointment to a position in the classification. The parties agree that the certification eligible list shall not apply to persons subject to the provisions of this section notwithstanding any Revised or Administrative Code provisions. It is also agreed that persons appointed pursuant to this section shall be required to serve a probationary period commencing with the date of permanent appointment and that seniority and service dates commence on the date of permanent appointment.

Before a temporary or intermittent employee is appointed to a permanent position, the Employer will consider, according to the provisions of Article 22.2, employees who have submitted a notice of interest for positions in the classification affected. Seniority is as defined in Article 21.

ARTICLE 25

SUBCONTRACTING

The Employer intends 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.

If the Employer considers contracting out a function or service which would displace (layoff) state employees the Employer shall provide advance notice in writing to the Union. In the event of minor contracting out the Employer shall provide reasonable advance notice and in the event of major contracting out the Employer shall provide as soon as practical but not less than ninety (90) days notice prior to displacing any employee as a result of the contracting out which is under consideration. Upon request the Employer shall meet with the Union during the notice period and discuss the reasons for the proposal and provide the Union an opportunity to present alternatives.

The Employer shall seriously consider the alternatives presented by the Union consistent with providing quality long term continuity of services to the public subject to the standards in the first paragraph of this Article.

If the Employer does contract out, any displaced employee will have the opportunity to avail themselves to the layoff procedure outlined in Article 26 of this Agreement. 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.

When notice of the decision to contract out or subcontract out bargaining unit work is communicated to the Union, the Employer shall simultaneously provide all relevant documents relating to said decision to the Union.

ARTICLE 26

LAYOFF

SECTION 26.1 - DETERMINATION FOR LAYOFF

The Employer shall determine whether a layoff or abolishment of positions shall occur, the timing of layoffs or job abolishment of positions, the number of employees to be laid off or positions to be abolished, and in or which classifications layoffs or abolishments will occur. Layoffs may be for lack of funds, lack of work, or as the result of the abolishment of positions. Layoffs resulting from the abolishment of positions due to reorganization may be implemented over an established period of time. In the event the Employer determines to lay off bargaining unit members or to abolish positions in classifications in the bargaining unit, the procedures of this Article shall apply.

SECTION 26.2 - NOTICE OF REDUCTION

When the Employer determines that a layoff or job abolishment shall occur, the Employer will notify the Union no less than forty (40) calendar days and affected employees no less than thirty (30) calendar days in advance of the effective date of the layoff or job abolishment. Upon written request from the Union, the Employer agrees to discuss with representatives of the Union the impact of the layoff or job abolishment on bargaining unit employees including potential alternatives to layoff.

SECTION 26.3 - REORGANIZATION

In the event the Employer determines to reorganize functions and positions within the office or which reorganization results in elimination of positions, i.e. downsizing, (the reorganization will result in fewer positions) the following procedures will apply in the order in this Section:

A. Reassignment of Employees

The Employer shall have the authority to reassign employees to newly created or vacant positions. Such reassignments shall be based on the employee's qualifications, experience, education, skills, abilities to perform the work and work record. 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 seniority. An employee selected for reassignment may elect to waive the reassignment and request a voluntary severance payment in the amount of two (2) weeks for the first two (2) years of service and one (1) additional week for each additional complete year of service up to a maximum of twenty-six (26) weeks of severance pay.

B. Severance Payments, Waiver

In the event of elimination of positions, employees who have not been reassigned and whose positions are targeted for elimination, will be offered a lump sum severance payment as set forth below:

Years of Service	Weeks
One (1) or less	8
More than one (1) to three (3)	10
More than three (3) to five (5)	12
More than five (5) to ten (10)	15
More than ten (10) to fifteen (15)	20
More than fifteen (15)	26

Payment under either paragraph A or B will be made based on the employee's base rate of pay at the time the severance payment is made. One week shall be considered forty (40) hours. Service shall be considered the employee's seniority as that term is defined in Article 21.

Acceptance of the severance payment under either paragraph A or B must be made within fourteen (14) calendar days of the date the employee receives notice of elimination of his/her position. Acceptance of the severance payment shall be deemed a waiver of right to appeal to the grievance procedure the elimination of the position.

SECTION 26.4 - OUT-PLACEMENT SERVICES

Employees electing to receive a severance or who are laid off will receive assistance from the Secretary of State's Office of Human Resources. Such assistance will be in the form of identification of vacancies within State Government through the Department of Administrative Services centralized recruitment program and contact with other State of Ohio agencies regarding vacancies. The Secretary of State's Human Resources Office will forward employment applications of affected employees to such vacancies.

SECTION 26.5 - ORDER OF LAYOFF

If it is determined that layoffs are necessary after following the procedures set forth in Section 26.3, employees will be laid off as set forth below.

- A. Temporary, intermittent and seasonal employees performing bargaining unit work;
- B. Employee(s) with the least seniority within their classification will be laid off first. Seniority shall be as set forth in Article 21.

SECTION 26.6 - RECALL RIGHTS

Employees laid off from their classification through a reduction in work force shall be recalled or returned to vacancies which occur in their classification for which the recalled employee remains qualified to perform the work. Employees shall retain recall rights for a period of twelve (12) calendar months from their effective date of their layoff or displacement.

SECTION 26.7 - RECALL NOTICE

Written notice or recall from layoff shall be sent to the employee's last known address by the Employer. Failure of an employee to contact the Employer within seven (7) calendar days after receipt of recall notice or to return to work with the Employer within fourteen (14) calendar days after receipt of recall notice (unless the parties agree to a longer period) shall constitute a forfeiture of an employee's right to recall. Employees shall be responsible for keeping the Employer notified of their current address. Refusal or failure to respond will be deemed a waiver of right to return.

SECTION 26.8 - APPEAL

Appeals of layoffs shall be subject to the grievance procedure and shall commence at Step 3. Grievances of layoffs or abolishments must be filed within seven (7) calendar days of employee's receipt of notice of layoff.

ARTICLE 27

PERSONNEL FILES

SECTION 27.1 - ACCESS

There shall be only one official personnel file maintained for each employee. Such files shall be maintained by the Director of Human Resources. Each employee shall, upon written request to the Secretary of State or designee, have the right to inspect the contents of his/her personnel file during normal business hours, Monday through Friday, (except holidays). Access to the employee's personnel file shall also be granted to the employee's designated representative upon written authorization by the employee.

Any person inspecting an employee's file shall sign indicating he/she has reviewed the file. The employee's personnel file shall not be made available to any organization or person other than the Employer, or its agents, without the employee's express written authorization unless pursuant to court order, subpoena, or written request made pursuant to the Ohio Public Records Act. Employees shall have the right to receive a copy of the materials held in their personnel file.

SECTION 27.2 - PLACEMENT OF DOCUMENTS

Employees will be notified of all disciplinary actions, or actions taken as alternatives to discipline, at the time such actions are taken. Affected employees shall be notified that a record of such action shall be placed in their personnel file. Notice of counseling shall be retained in the employee's working file for not more than one (1) year from the date of counseling. No record of the counseling shall be retained in the employees permanent personnel file unless the employee receives a subsequent disciplinary action.

SECTION 27.3 - REMOVAL OF DOCUMENTS

Records of verbal and written disciplinary actions and notations of actions taken as alternatives to verbal and written disciplinary actions, shall be removed from the personnel file one (1) year after the effective date of the discipline, providing there are no intervening disciplinary actions during the one (1) year period. Records of suspensions and demotions shall be removed from the personnel file two (2) years after the effective date of the discipline, providing there are no intervening disciplinary actions during the two (2) year period. In any case in which a written reprimand, suspension or dismissal is disaffirmed or otherwise rendered invalid, it will be removed from the employee's personnel file.

The employee who wishes to review his record to determine if discipline records have been removed shall contact the Human Resources division and shall make a written request as noted above for the review of his records and upon request shall ask that specific records be removed in order to comply with the retention requirements of Article 27.3 if there are items which exceed the retention period for the applicable discipline.

SECTION 27.4 - DEPARTMENT OF ADMINISTRATIVE SERVICES

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

ARTICLE 28

DISCIPLINARY ACTIONS

SECTION 28.1 - DISCIPLINARY INTERVIEW

A bargaining unit employee may request a union steward to be present during a pre-disciplinary meeting with the Employer. This right does not extend to performance evaluation interviews or to interviews where the Employer is determining the facts or circumstances surrounding an incident, unless the employee reasonably believes that such an interview might result in disciplinary action.

Employees may request union representation during an interview meeting when the employee reasonably believes that he/she is the subject of an investigation or that the interview might result in disciplinary action.

SECTION 28.2 - STANDARD

No employee shall be disciplined or discharged without just cause.

SECTION 28.3 - PRE-SUSPENSION OR PRE-TERMINATION MEETING

- A. When the Employer plans to initiate a suspension, termination, or demotion, a written notice of a pre-disciplinary meeting shall be given to the employee who is subject of the pending discipline. The Union shall also be notified in writing. Written notice shall include a statement of all charges, list of supporting documents and witnesses, and possible disciplinary action, and the date, time and place of the meeting and identity of disciplinary hearing officer. The meeting shall be conducted by a member of management who is outside the immediate chain of command of the affected employee and has had no involvement in the situation which led to the proposed discipline. If the Employer becomes aware of more witnesses or more documents that are relied upon in imposing discipline, they shall be provided to the Union and the employee as soon as practicable.
- B. The employee may waive this meeting if the employee so desires. Non attendance by an employee at a pre-disciplinary meeting shall be deemed a waiver of the pre-disciplinary meeting. The employee shall be notified of such meeting in person, or by registered mail at the employee's last known address return receipt requested. The meeting shall be scheduled no earlier than five (5) days following the notice to the employee. Absent any extenuating circumstances, failure to appear at the meeting will result in a waiver of the right to a meeting. At least two (2) days prior to the meeting the employee or his/her representative shall supply a list of names of witnesses and copies of documents that the employee or union believe are relevant. If the Union or employee become aware of additional witnesses or documents those shall be made known to the Employer's representative as soon as practicable.
- C. The disciplinary hearing officer and the Union have the right if he or she desires to make a transcript of the proceedings and shall maintain the same until the final disposition of the matter. Either party may request a copy of the transcript from the party making same.
- D. The employee has a right to have a union representative present at the meeting. The

employee, his/her representative and the management representative conducting the meeting have the right to ask questions of any witnesses at the meeting, provided however, that the management representative conducting the meeting maintains the right to limit the witnesses' testimony to matters relevant to the proposed disciplinary action. The Employer shall first present the reasons for the proposed disciplinary action. The employee may, but is not required to, give testimony.

- E. The hearing officer shall issue a written report to the Secretary of State or designee, and provide a copy to the Chapter President and employee. The Secretary of State or designee shall render a decision within ten (10) days following receipt of report of the hearing officer to accept, reject or modify the recommendations.
- F. Appeals of suspensions or removal shall commence at Step 3 of the disciplinary arbitration grievance procedure. The grievance arbitration process is the exclusive remedy for all appeals of suspension or removal.

SECTION 28.4 - PROGRESSIVE DISCIPLINE

- A. The Employer will follow the principles of progressive discipline. Disciplinary action shall be commensurate with the offense. That is, when more severe incidents occur the discipline may be commenced at an advanced level. Disciplinary action shall include:
 - 1. Oral Reprimand (with appropriate notation in the employee's file);
 - 2. Written Reprimand;
 - 3. Suspension(s);
 - 4. Unpaid time off;
 - 5. In-house suspension for attendance issues (or other situations as may be appropriate); or
 - 6. Loss of paid leave;
 - 7. Demotion or Removal; and/or
 - 8. Other action appropriate to the circumstances or as mutually agreed.
- B. The fact of previous disciplinary actions shall not be utilized by the Employer if such previous action has been removed from the personnel file except to establish that an employee was notified of a standard of conduct expected.
- C. Except in cases where criminal charges may be brought, disciplinary actions will be commenced within thirty (30) days of the date the Employer became aware of the incident which gave rise to the action. In the event of an investigation of an alleged incident or employee misconduct has not been completed, the Employer shall have an additional thirty (30) days. If a series of infractions was the cause of the disciplinary action, the disciplinary action will be commenced within thirty (30) days of the date the Employer became aware of the most recent infraction.

ARTICLE 29

NOTICE OF ABSENCE, TARDINESS

SECTION 29.1 - REPORTING TO SUPERVISOR

Whenever an employee is delayed in reporting for a scheduled work assignment, he/she shall contact his/her supervisor within thirty (30) minutes after his/her starting time, unless circumstances preclude this notification. If the employee's supervisor is unavailable, notification shall be to other individuals designated by the Employer.

SECTION 29.2 - POLICY

The parties jointly recognize their continuing responsibility to provide efficient and satisfactory services to the public and to alleviate the burden on the vast majority of employees who timely report for work. The parties agree to the need for employees to report for work punctually and to work the scheduled hours and assigned overtime. The parties further recognize that tardiness or violations of attendance and rules is grounds for disciplinary action.

SECTION 29.3 - TARDINESS

Tardiness is the failure of an employee to report for work at his/her scheduled starting time. Employees who are tardy may be subject to the progressive disciplinary procedures established in Article 28, irrespective of any other language in this Section.

Except in case of emergency or unforeseen circumstances as defined in Section 29.4, employees who are tardy fifteen (15) minutes or less shall have their work day extended by the length/time of the tardiness on the day they are tardy.

Except in case of emergency or unforeseen circumstances as defined in Section 29.4, employees who are tardy more than fifteen (15) minutes may designate the time as personal leave (per the procedure established in Article 9), or as unpaid leave.

SECTION 29.4 - EMERGENCIES AND UNFORESEEN CIRCUMSTANCES

Emergencies and unforeseen circumstances shall be defined as including but not limited to car accidents, emergency medical conditions of the employee or his/her family, a crime committed against the employee or his/her home, mechanical failures to an employee's vehicle or residence and extreme traffic difficulties due to accidents.

Repeated occurrences of tardiness, where an excuse of such emergency or circumstance has been used, may indicate problems that need to be addressed by way of counseling with the employee. If a patterned use of this provision becomes evident, the employee will be subject to discipline. A tardiness pattern may be indicated by four (4) incidents of tardiness in a thirty (30) day period.

SECTION 29.5 - MUTUAL CONCERN

The parties recognize the need for ongoing input that addresses this issue. Problems with the administration of this Article shall be discussed when needed in the labor management committee.

ARTICLE 30

HOURS OF WORK/OVERTIME

SECTION 30.1 - WORK WEEK

The normal working week shall be forty (40) hours beginning on a Sunday and ending on a Saturday. Except in cases of flexible scheduling, the normal work day is eight (8) hours, excluding up to a one (1) hour meal period. Each employee working an eight (8) hour work day shall be entitled to two (2) fifteen minute breaks each day, subject to scheduling based upon workloads. Lunch and break periods cannot be substituted for unscheduled absences.

SECTION 30.2 - OVERTIME

Employees may be required to work in excess of their normal work week. Payment for such overtime work shall be at a rate of one and a half (1 ½) times the employee's hourly wage rate after forty (40) hours actual work with prior approval. Payment for such overtime shall be in cash or compensatory time at the discretion of the employee. Prior authorized vacation or personal leave time shall be considered time worked for the purposes of computing overtime and compensatory time. Sick leave shall not be considered time worked for the purposes of computing overtime and compensatory time. Authorization of overtime and compensatory time is exclusively at the Employer's discretion. Failure to report for mandatory overtime may result in discipline unless prior agreement for excused absence is obtained.

A maximum of 80 hours of compensatory time may be accrued at any time by any bargaining unit employee. When the maximum hours of compensatory time accrual is reached, payment for overtime work shall be made. Compensatory time must be used within 365 days after the work week in which it is earned, or it will be paid to the employee at the employee's current regular rate of pay. Compensatory time shall be used and charged in units of one-tenth (1/10) hour. Compensatory time is not available for use until it appears on the employee's pay stub and on the date the funds are made available.

If an employee separates employment their compensatory time will be paid at their rate of pay at separation. Compensatory time may not be used to extend an employee's date of resignation or retirement nor be used to extend an employee's active pay status for the purpose of accruing overtime or compensatory time. Compensatory time shall not be used to extend sick leave unless appropriate documentation is submitted.

SECTION 30.3 - FLEXIBLE WORK SCHEDULE

Flexible work schedules shall be a subject for discussion in the Labor/ Management Committee, provided for in Article 34, Labor Management Committee. The Committee may encourage flexible work schedules where such scheduling arrangements are practical and feasible and meet the business needs of the Employer. Flexible work schedules may include:

1. Variable starting and ending times;
2. Compressed work week, such as four (4) ten (10) hour days;
3. Other flexible hour concepts.

SECTION 30.4 - OVERTIME DISTRIBUTION

The Employer shall maintain the policy on pre-scheduled, routine, overtime distribution. Such policy may be amended only after discussion with the Union. Such a policy will include the concepts of the use of seniority, equitable distribution of the number of opportunities, the classification, skills and abilities of employees to perform the work required, reasonable notice of overtime opportunities and the Employer's ability to mandate to meet operational needs. The Secretary of State agrees that the policy will neither reward nor punish bargaining unit members.

The Employer shall not mandate overtime on an arbitrary or capricious basis. When it is contended that mandatory overtime has been made on an arbitrary or capricious basis, the overtime assignment is grievable, including arbitration, with the burden of proof on the employee and the employee organization.

ARTICLE 31

WORK RULES

Reasonable work rules developed by the Employer shall be provided to the Union at least ten (10) days prior to implementation, except in emergency situations, and shall be equitably applied.

ARTICLE 32

WORK LOADS

Work assignments and/or distribution shall not be used for punitive and/or disciplinary purposes.

ARTICLE 33

ELECTION DAY

All employees of the Elections Division shall be required to work on Election night until a time deemed appropriate by the Elections Administrator.

Other employees of the Office of the Secretary of State shall be required to work on Election night at the direction of the Elections Administrator and depending on the staffing requirements for each election.

Schedule adjustments may be made by the deputy directors of each section in order to limit employees to not more than forty (40) hours in the work week in which an election falls.

The deputy directors may at their discretion pay overtime and/or provide compensatory time rather than adjust work schedules.

The Secretary of State will determine the necessity of closing sections, other than the Elections Section, earlier than 5:00 P.M. on Election Day in order to provide adequate time to set-up certain work areas to be utilized that night for tabulation and public reporting of the election returns. If this action is necessary, the deputy directors of the sections affected by such decisions will be responsible for ensuring the employees that schedules are adjusted accordingly.

ARTICLE 34

LABOR-MANAGEMENT COMMITTEE

SECTION 34.1 - LABOR-MANAGEMENT COMMITTEE

To facilitate communications between the parties and to promote a climate conducive to constructive employee-management relations, a joint Labor-Management Committee shall be maintained. The committee shall consist of up to four (4) designees of the Union and up to four (4) designees of the Secretary of State. The committee may meet every six weeks and shall meet on at least a quarterly basis. Items for the proposed agenda shall be submitted to the designee of the Secretary of State at least one (1) week prior to the agreed upon meeting date. Additional meetings may be held by agreement of the Employer and Union.

The subjects discussed at the labor-management meeting shall not be for the purpose of discussing pending grievances, or for collective bargaining on any subject.

SECTION 34.2 - SAFETY AND HEALTH SUBCOMMITTEE

The Secretary of State and the Union shall establish a joint safety and health subcommittee for the purpose of discussing safety and health problems in an effort to develop recommendations concerning improvements or modifications of conditions regarding safety and health.

The subcommittee shall be composed of no more than two (2) designees of the Union and two (2) designees of the Secretary of State.

The subcommittee shall meet at least quarterly and shall review all safety and/or health problems brought to the attention of the committee. In emergency situations, additional meetings may be convened upon mutual agreement of the Union and management.

All recommendations from the committee shall be submitted to the Labor-Management Committee for review, then forwarded to the Secretary of State or his/her designee for consideration. The Secretary of State or designee shall provide the committee with a response within sixty (60) days or, in an emergency situation, as soon as possible.

ARTICLE 35

WEATHER OR OTHER EMERGENCIES

SECTION 35.1 - WEATHER EMERGENCIES

The State shall have the responsibility for declaring a weather emergency condition. A weather emergency shall be considered to exist when declared by the State for the county or area where the employee lives or works. The Secretary of State or designee may grant weather emergencies in individual employee circumstances.

If a Level 3 weather emergency is declared in counties where employees reside and/or work, employees should immediately contact their director/supervisor making them aware of the status. Employees are not to report to work until the level three (3) weather emergency is lifted. If the level three (3) emergency is lifted prior to the mid-point of employees' work schedules, employees are to immediately report to work or take personal or compensatory leave, or be charged authorized leave without pay for the remainder of their work schedule. If the level three (3) is lifted after the midpoint of employees' work schedules, employees will not be expected to report to work and will not be charged leave time.

Employees not required to report to work or sent home due to a weather emergency shall be granted leave with pay for their individually scheduled work hours during the emergency.

SECTION 35.2 - OTHER EMERGENCIES

If the Office of the Secretary of State is closed due to any life-threatening emergency and the employees are sent home by the direction of the Employer, full pay will be provided for the duration of the emergency status.

ARTICLE 36

WAGES

SECTION 36.1 - DEFINITIONS OF RATES OF PAY

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

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

"Base rate" - is the employee's step rate plus longevity adjustment.

SECTION 36.2 - WAGE INCREASES

There shall be no general wage increase for the duration of the Agreement. The Appendix B reflects the terms of the wage agreement for the life of the contract, subject to the provisions of Section 36.8.

SECTION 36.3 - STEP MOVEMENTS

Movement from one step to another after either initial or promotional probation shall occur after one (1) year of service following the completion of probation in the classification, if performance has been satisfactory.

SECTION 36.4 - INITIAL HIRES

An employee initially hired by the State (i.e. agencies paid by warrant of the Auditor of State) shall receive a step increase upon the completion of the initial probationary period or promotional probationary period if he/she is subsequently promoted.

SECTION 36.5 - LONGEVITY

Employees that have completed five (5) years of total service shall receive the longevity pay supplement which shall be one-half percent ($\frac{1}{2}\%$) times the number of years of service times the first step of the pay rate of the employee's classification up to a total of twenty (20) years.

An employee who has retired in accordance with the provisions of any retirement plan offered by the State and who is employed by the State or any political subdivision of the State on or after June 24, 1987, shall not have his/her prior service with the State or any political subdivision of the State counted for the purpose of computing longevity.

SECTION 36.6 - STEP ON PROMOTION

Employees who are promoted shall be placed in a step to guarantee them at least an increase of three percent (3%).

36.7 - PARITY/ME TOO

For the duration of the 2012-2015 collective bargaining agreement, if the Employer grants exempt employees of the Secretary of State's office wage increases, step increases or merit increases not comparable to the bargaining unit the same adjustment will be implemented for this bargaining unit. This does not include awards from an administrative body or court, increases provided in accordance with promotions, individual reassignments based upon a substantial change in duties which would warrant a promotional opportunity if the employee were in the classified service, job audit changes, or classification revision changes.

ARTICLE 37

NO STRIKE/NO LOCKOUT

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

Any employee in this bargaining unit who participates in or promotes a strike as defined in Section 4117.04 (H) of the Ohio Revised Code and as determined by the State Employment Relations Board pursuant to Section 4117.23 of the Ohio Revised Code shall be subject to the penalties as outlined in Section 4117.03 O.R.C.

ARTICLE 38

EFFECT OF AGREEMENT

This Agreement represents complete collective bargaining and full agreement by the parties in respect to wages, hours, or terms and other conditions of employment which shall prevail during the term hereof.

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

ARTICLE 39

COPIES OF THE AGREEMENT

The cost of printing this Agreement shall be shared equally by the parties. The Agreement shall be printed by the Employer. The Employer shall print 150 copies. At time of printing, 100 copies will be given to the Union which shall provide a copy to each employee in the bargaining unit. The Employer shall provide a copy to any new employee in the bargaining unit during the term of the contract. If reasonable, the Agreement will be copied/printed within the office of the Employer.

ARTICLE 40

DURATION OF THE AGREEMENT

This Agreement shall be effective as of July 1, 2012, and shall continue in full force and effect through June 30, 2015. The negotiations will be conducted pursuant to the provisions set forth in Chapter 4117 of the Ohio Revised Code.

ARTICLE 41

UNION EDUCATION TRUST

SECTION 41.1 - UNION EDUCATION PROGRAM

The parties agree to participate in the Union Education Trust established and administered through the OCSEA. Subject to the limitations as established herein and of the Plan Administrator. Participation is 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 design and technological change;
5. Labor-Management relationships and problem solving;
6. Office specific projects.

The Employer and the Union recognize the importance of employee training and development as an element of productivity and quality improvement. The purpose of the Fund is to enhance but not duplicate existing office work force training and development.

SECTION 41.2 - FUNDING AND PAYROLL DEDUCTION

The Employer shall contribute six cents (\$.06) for each hour a bargaining unit employee is in active payroll status. Each bargaining unit employee shall contribute five cents (\$.05) for each hour in an active payroll status, by payroll deduction to fund the Union Education Program for the duration of this Contract.

No wage scale shall be increased or decreased as a result of the temporary cessation of contributions or the reinstatement of same.

ARTICLE 42

COMPUTER PURCHASE PROGRAM

It is agreed that if any state sponsored computer program is offered by DAS to any other state employees at any future time by the state, bargaining unit employees will be afforded the same and equal program benefit.

APPENDIX A

CLASSES INCLUDED IN THE UNIT

Class #	Classification Title	Pay Range
12111	Clerk 1	4
12112	Clerk 2	5
12113	Clerk 3	6
12421	Reproduction Equip. Operator 1	5
12422	Reproduction Equip. Operator 2	7
12511	Office Assistant 1	5
12512	Office Assistant 2	6
12513	Office Assistant 3	7
16511	Account Clerk 1	7
16512	Account Clerk 2	8
16513	Account Clerk 3	9
16811	Administrative Secretary	9
63152	Publications Specialist 2	10
63810	Para/Legal Assistant	9
63811	Certified Paralegal	10
66241	Campaign Finance Examiner 1	9
66242	Campaign Finance Examiner 2	10
64431	Customer Service Assistant 1	7
64432	Customer Service Assistant 2	9

APPENDIX B

WAGE SCALES

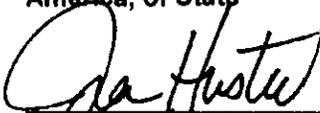
Wage Scale for July 1, 2012 through June 30, 2015

Range		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
3	Hourly	\$13.96	\$14.27	\$14.59	\$14.91	\$15.30	
	Annual	\$29,036.80	\$29,681.60	\$30,347.20	\$31,012.80	\$31,824.00	
5	Hourly	\$14.91	\$15.30	\$15.70	\$16.15	\$16.46	
	Annual	\$31,012.80	\$31,824.00	\$32,656.00	\$33,592.00	\$34,236.80	
7	Hourly	\$16.15	\$16.46	\$16.87	\$17.31	\$17.78	\$18.60
	Annual	\$33,592.00	\$34,236.80	\$35,089.60	\$36,004.80	\$36,982.40	\$38,688.00
9	Hourly	\$17.78	\$18.41	\$19.14	\$19.92	\$20.87	\$21.80
	Annual	\$36,982.40	\$38,292.80	\$39,811.20	\$41,433.60	\$43,409.60	\$45,344.00

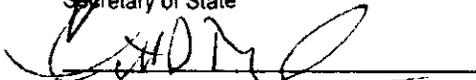
**Agreement of the Office of the Secretary of State and the
Communications Workers of America
2012 - 2015**

The parties have caused this Agreement to be executed on this 11th day of June, 2012

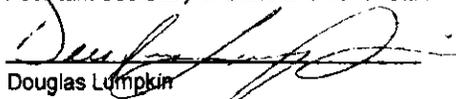
**State of Ohio, Office of the Secretary
America, of State**



Jon Husted
Secretary of State



Scott Borgemenke
Assistant Secretary of State & Chief of Staff



Douglas Lumpkin
Chief Operations Officer & Chief Information
Officer

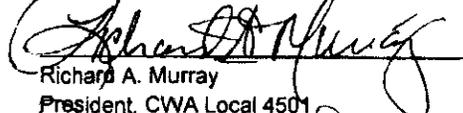


Gretchen Green
Director of Human Resources

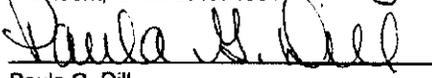
**Communications Workers of
Local 4501,**



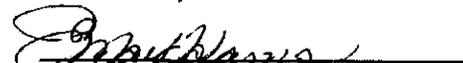
Seth Rosen
International Vice President, CWA, District 4



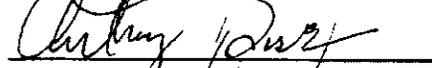
Richard A. Murray
President, CWA Local 4501



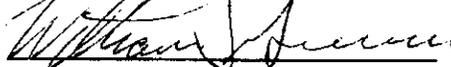
Paula G. Dill
Vice-President, CWA Local 4501
Ohio Secretary of State Branch



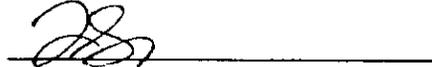
E. Mae Adams
Contract Committee Member



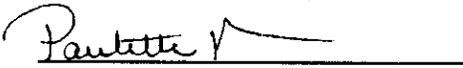
Anthony L. Bise
Contract Committee Member



William S. Greene
Contract Committee Member



Jason M. Lorig
Contract Committee Member



Paulette Merriman
Contract Committee Member



Cynthia Stewart
Contract Committee Member



Jon Husted
Ohio Secretary of State

180 East Broad Street, 16th Floor
Columbus, Ohio 43215
Tel: (877) 767-6446 Fax: (614) 644-0649
www.OhioSecretaryofState.gov

July 19, 2012

Donald Collins
General Counsel
State Employment Relations Board
65 East State Street, 12th Floor
Columbus, Ohio 43215-4213

STATE EMPLOYMENT
RELATIONS BOARD
2012 JUL 24 P 1:59

Dear Mr. Collins:

Attached please find a copy of the collective bargaining agreement between the Ohio Secretary of State and the Communications Workers of America. This contract is effective July 1, 2012 and expires June 30, 2015. The SERB Bureau of Mediation and the Research and Training Section have also been notified of the new contract.

Should you have any questions, please contact me at 614-728-4650.

Sincerely,

A handwritten signature in cursive script that reads "Gretchen Green".

Gretchen Green
Director of Human Resources
Ohio Secretary of State, Jon Husted

cc: Richard Murray, President CWA Local 4501