Collective Bargaining Agreement 2012 – 2015

12-MED-05-0578
0775-02
K30607
02/20/2014

Between

MIKE DEWINE
OHIO ATTORNEY GENERAL

And

OCSEA
AFSCME
LOCAL 11 AFL-CIO
Ohio Civil Service Employees Association

OHIO CIVIL SERVICE EMPLOYEES ASSOCIATION
AFSCME
LOCAL 11
AFL-CIO UNIT 45

September 1, 2012 - August 31, 2015

	ARTICLE	PAGE
	Preamble	4
1	Definitions	4
2	Recognition	6
3	Non Discrimination	6
4	Union Rights	7
5	Union Dues	8
6	Management Rights	9
7	Labor-Management Committee	10
8	Safety And Health	11
9	Employee Assistance Program	11
10	Workweek, Standard Work Hours And Overtime	12
11	Probationary Employees	14
12	Temporary Appointments	14
13	Personnel Files	14
14	Performance Evaluations	15
15	Discipline	16
16	Grievance Procedures; Arbitration	17
17	Training/Continuing Education	20
18	Seniority And Service	21
19	Promotions And Transfers	21
20	Temporary Appointments	22
21	Layoffs/Recalls	22
22	Job Audits	23
23	Holidays	25
24	Personal Leave	26
25	Vacation	28
26	Sick Leave	30

27	Leave With Pay	33
28	Leave Of Absence Without Pay	35
29	Disability & Workers Compensation	37
30	Health And Life Insurance	38
31	Wages	38
32	Travel	39
33	Uniform And Tools	39
34	Technological Change	40
35	Contracting Out	40
36	Indemnification And Bonding	41
37	No Strike/No Lockout	41
38	Child Care	41
39	Savings	42
40	Effect Of Agreement	42
41	Duration	43
	Appendix A: Classification/Pay Range	44
	Appendix B: Classification Groupings	46
	Appendix C: Geographical Regions	47
	Appendix D: Wage Scales	48
	Appendix E: Collections Incentive Program	49
	Index	51

PREAMBLE

This Agreement is made and entered into at Columbus, Ohio between Michael DeWine, Attorney General of the State of Ohio, hereinafter referred to as the Employer, and the Ohio Civil Service Employees Association (OCSEA), Local 11, AFSCME, AFL-CIO, hereinafter referred to as the Union.

The purpose of this Agreement is to promote harmonious relations between the Employer and the Union, to create an equitable and peaceful procedure for the resolution of disputes, and to establish wages, hours and other terms and conditions of employment. The Employer, the Union and each employee will cooperate fully to serve the citizens of the State of Ohio in carrying out the unique functions of the Office of the Attorney General (AGO) and will use their best efforts to assure the proper and uninterrupted operation of the office and to promote mutual respect and fair dealing among themselves.

ARTICLE 1
DEFINITIONS

As used in this Agreement,

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

"Base Pay Period" means the pay period that includes the first day of December.

"Base Rate of Pay" means the schedule rate.

"Continuous Service" means service that begins on the date the employee last commenced work as an employee of the Employer and since which the employee has remained in the service of the Employer. The following constitutes breaks in service with the Employer:

a) resignation by the employee;
b) discharge of the employee;
c) retirement by the employee; or
d) layoff beyond the date for recall from layoff.

"Day" means calendar day.

"**Demotion**" means movement of an employee to a position in a classification with a lower pay range than that which the employee currently holds and the adjustment of the employee's pay rate in the lower pay range.

"Emergency" means any event or condition which is declared by the Governor of the State of Ohio to constitute a threat to the health, safety and welfare of the State or its citizens.

"Employee" means a member of the bargaining unit.

"Employer" means the Attorney General of the State of Ohio.

"Family" means an employee's:

- Spouse
- Grandparents
- Siblings and their spouses
- Grandchildren
- Parents
- Children
- Step Parents
- Step Children
- Legal guardian of the person who stands in place of a parent

The definition further includes an employee's spouse's: Parents, Siblings or their Siblings' spouses.

"Full-Time Employee" means an employee whose regular hours of duty total 40 hours in a week and whose appointment is not for a limited period of time.

"Lateral Classification Change" means movement of an employee within the Employer from one (1) classification to another classification with the same pay range.

"Nepotism" means that no employee shall authorize or use the authority or influence of their position to secure employment of a person closely related by blood, marriage, or other significant relationship, including business associates, to serve in any position within the Attorney General's Office. Employees may not work in the same section with their:

- Spouse
- Parents
- Step Parents
- Siblings and their spouses
- Grandchildren
- Children
- Grandparents
- Step Children
- Aunts, Uncles, Nieces, Nephews

"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, the period an employee is receiving disability benefits and disability separation.

"P.C.N." means the position control number assigned to a specific position.

"P.C.N. Change" or "position change" means the employee is assigned to another section with the Employer and maintains the same classification.

"Part-Time Employee" means an employee whose regular hours of duty are less than 40 hours a week and whose appointment is not for a limited period of time.

"Pay Period" means the 14-day period of time during which the payroll is accumulated.

"Probationary Period" means a period of time at the beginning of an original appointment or immediately following a promotion, that constitutes a trial or testing period for the employee, and following which the employee may be terminated (in case of an original appointment) or reduced (in case of a promotion). This term is applied to certified and provisional appointments, and not to unclassified appointments.

"Promotion" means movement of an employee to a posted vacancy in a classification with a higher pay range.

"Position Reclassification" and "Reclassification" mean the act of changing the classification assigned to a position and the incumbent. Reclassification may be the result of change in or addition of classifications to the classification plan, or as a result of a position audit or classification change. A reclassification does not constitute a change in position control number or require a probationary period.

"Schedule Rate of Pay" means the rate of compensation applicable to an employee's pay range and step, as set forth in Appendix D.

"Separation" means any voluntary or involuntary termination from service with the Employer including resignation, retirement, removal from service, and layoff from service, but does not include death of an employee.

"Temporary Employee" means an employee who is appointed for a temporary period and a specified duration, except when the temporary employee is doing the work of an employee on approved leave of absence.

"Total AGO Service" means continuous service with the Office of the Attorney General.

"Total Rate of Pay" means the base rate of pay, plus longevity and any other applicable pay supplements.

"Total State Service" means continuous service with the State of Ohio.

"Vacancy" means an opening in a permanent full-time or permanent part-time position within the bargaining unit which the Employer decides to fill and does not include those positions identified through mutual agreement between the Union and the Employer.

"Work Day" means Monday, Tuesday, Wednesday, Thursday, and Friday but not including holidays the administrative offices are closed.

"Year" means calendar year.

"Year's End" means the last day of the pay period preceding the base pay period.

ARTICLE 2
RECOGNITION

Section 2.1 Exclusive Representation. The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters pertaining to wages, hours, and other terms and conditions of employment for all full-time and part-time employees in the classifications listed in Appendix A. Any classifications added to the unit shall be added to Appendix A.

The Employer will not negotiate with any other Union or employee organization on matters pertaining to wages, hours, and other terms or conditions of employment for employees in this unit. Nor shall the Employer permit dues deductions for another organization purporting to represent unit employees on these matters, or negotiate with unit employees over wages, hours, and other terms and conditions of employment.

Section 2.2 Bargaining Unit Work. Supervisory employees may do bargaining unit work in cases of emergency, when necessary to provide break or lunch relief, to instruct or train employees, to demonstrate the proper method of accomplishing the tasks assigned, to avoid mandatory overtime, to allow the release of employees for union or other approved activities, to provide coverage for absent employees, or when the classification specification provides that the supervisor does as a part of his/her job some of the same duties as rank and file employees.

Except in emergency circumstances, overtime opportunities for work normally performed by bargaining unit employees shall first be offered to those employees in the bargaining unit who normally perform the work before it may be offered to non-bargaining unit employees.

ARTICLE 3
NON-DISCRIMINATION

Section 3.1 Neither the Employer nor the Union shall discriminate in a way inconsistent with the laws of the United States, the State of Ohio and/or the most current Executive Order, on the basis of race, sex, creed, color, religion, age, national origin, political affiliation, disability, or sexual orientation. The Employer prohibits sexual harassment and shall continue to take action to eliminate sexual harassment in accordance with prevailing and applicable federal and state

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

The Employer and the Union will promote the full realization of equal opportunity in state service through the recruitment and retention of a qualified, diversified work force. Equal Opportunity policies shall be an appropriate subject for Labor-Management Committee consideration.

The Employer may undertake reasonable accommodations or other actions, to fulfill or ensure compliance with the federal Americans with Disabilities Act of 1990 and any amendments thereto.

ARTICLE 4
UNION RIGHTS

Section 4.1 Stewards. The Employer recognizes the right of the Union to designate a reasonable number of stewards. The Union shall promptly notify the Employer in writing of the stewards selected and any steward replacements.

Stewards designated by the Union shall be allowed a reasonable amount of time away from their regular duties to administer this Agreement, including but not limited to the investigation and presentation of grievances in accordance with provisions of this Agreement, the transmission of messages and information authorized by the Union and attendance at meetings of committees herein designated. This section shall not be construed to authorize group meetings of stewards or employees.

Section 4.2 Union Activity. Employees, stewards, and other representatives may conduct Union activity or Union business on paid time on Employer premises only to the extent authorized by specific provisions of this Agreement.

Prior to engaging in any Union activity, the employee, steward and any other representative shall contact the appropriate supervisor. If a steward needs to conduct such Union activity in a work area other than that of the steward, the steward shall contact the steward's immediate supervisor and the supervisor of the work area the steward wishes to enter. An employee, steward or other representative and the supervisor shall mutually agree in advance to the time and place for Union activities pursuant to this Article. A supervisor may deny a request to conduct such activities because of operational needs, however, these requests shall not be unreasonably denied.

Supervisors shall maintain a record of the hours during which Union activities occur. Stewards shall notify the appropriate supervisor when they have completed authorized Union activities.

No employee shall be discriminated against for Union membership or activity, but stewards and other Union representatives and employees shall be subject to the same rules and working conditions as other employees. Time spent by stewards in investigating, presenting and processing grievances and attending meetings of committees created pursuant to this contract shall be considered work time.

Additionally, stewards shall be permitted to meet jointly once monthly for a period of two (2) hours on work time. Travel time to this meeting shall be on work time.

Section 4.3 Bulletin Boards. The Union may use designated bulletin boards for the posting of official Union business, such as meeting notices, announcements and social activities.

Section 4.4 Mail Service. The Union shall be permitted to use the Employer's intra-office mail system. This usage shall be limited to matters that involve the Union and the Employer. It

is not to be used for the purpose of mass mailings to membership and/or bargaining unit employees.

Section 4.5 Information to the Union. The Employer will provide to the Union a monthly listing of all approved personnel actions which involve bargaining unit employees.

Seniority lists will be provided listing bargaining unit employees with seniority and classifications on a quarterly basis. The Employer will cooperate with the Department of Administrative Services (DAS) to ensure that the Union is provided with lists of employees who have checked off union dues and fair share fees. The Employer will furnish tables of organization as prepared from time to time.

Section 4.6 Printing of Agreement. The parties will mutually share the cost of printing this Agreement.

Section 4.7 Facility Access for Employees. The Union will be permitted reasonable use of Employer facilities for the purpose of holding meetings of bargaining unit employees concerning the administration of this Agreement, with the prior approval of the Employer and subject to the same rules, regulations and priorities applicable to other employee groups. The use of such facilities will not interrupt the Employer's operations. Subject to availability, the Union shall be provided in the Rhodes State Office Tower a designated office in which to conduct union business related to this Agreement. The office shall be equipped with a telephone, which shall be used by the Union in a reasonable manner for purposes of conducting business related to this Agreement.

Section 4.8 Facility Access for Non-Employees. Non-employee representatives of the Union shall have access to Employer premises during normal working hours with the prior approval of the Employer, subject to Employer's rules applicable to other non-employees, providing there is no interruption of Employer operations. In order to obtain approval for access, non-employees should contact the chief of the section which they wish to enter. Approval for access by non-employee representatives of the Union shall not be unreasonably denied.

Section 4.9 Union Leave. A reasonable number of union representatives at any one (1) time may be allowed time off without pay for union conventions. The union shall advise the Employer of the dates of conventions and the names of employees who desire to attend as soon as this information is available, and no later than 4 weeks prior to each event.

The State President of OCSEA, Local 11, AFSCME may be placed on administrative leave with pay to conduct Union business. Further, members of the Union's Executive Board, not to exceed three (3) shall be placed on administrative leave with pay for one (1) meeting every other month, not to exceed eight (8) hours. The Union shall reimburse the Employer for all costs associated with placing the employees on administrative leave with pay pursuant to this provision.

ARTICLE 5
UNION DUES

Section 5.1 Dues Deduction. The Employer will deduct bi-weekly membership dues payable to the Union upon receipt of a voluntary written individual authorization from any bargaining unit employee on a form mutually agreed to by the Union and the Employer. The Employer will also deduct bi-weekly voluntary contributions to the Union's political action committee (P.E.O.P.L.E.) upon receipt of a voluntary written individual authorization from any bargaining unit employee on a form mutually agreed to by the Union and the Employer.

Section 5.2 Fair Share Fee. Any bargaining unit employee who has served 60 days and who

has not submitted a voluntary membership dues deduction authorization form to the Employer shall, as a condition of continuing employment, tender to the Union a representation service fee.

The amount shall not exceed the dues paid by similarly situated members of the employee organization who are in the bargaining unit. The Union shall continue to provide an internal rebate procedure which provides for a rebate of expenditures in support of partisan politics or ideological causes not germane to the work of employee organizations in the realm of collective bargaining.

Employees recalled from temporary or seasonal layoff or returning from a leave of absence shall resume payroll deductions of Union dues or representation fees, commencing the first pay period of work.

When an employee enters the bargaining unit for any reason, the Employer shall notify the employee of this Article and provide the employee the appropriate deduction cards. All new employees shall have the fair share fee deductions begin after they acquire 60 days of service. Membership dues shall be deducted immediately upon receipt of a voluntary written individual authorization form from the employee.

Section 5.3 Indemnification. The Union shall indemnify the Employer against any and all expenses, claims, lawsuits or forms of liability whatsoever that shall arise out of or by reason of action taken or not taken by the Employer in compliance or attempted compliance with the provisions of this Article.

ARTICLE 6
MANAGEMENT RIGHTS

Section 6.1 Management Rights. The Employer retains the sole and exclusive right to manage its operations and resources and to direct the work force. The right to manage shall include, but is not limited to, the rights set forth in Revised Code Section 4117.08, and the authority to: (a) determine the mission of the Employer and to carry out that mission efficiently; (b) expand, transfer, alter, curtail or discontinue any operations or facilities; (c) establish policy and procedures governing and affecting all operations of the Employer; (d) utilize personnel and manage Employer operations in the most effective and efficient manner possible, including the selection of resources, equipment to be used and the contracting out of work; (e) manage and direct Employer's employees, including the right to hire, promote, transfer, assign, demote, lay off, recall or for just cause to suspend, discharge or discipline employees; (f) establish and revise work rules and rules of conduct; (g) determine job duties and classifications; (h) determine hours of work and work schedules; (i) determine standards of quality and performance; and (j) determine the size and composition of the work force.

Section 6.2 New Classifications. The Employer may create classifications, change the pay range of classifications, authorize advance step hiring if needed for recruitment purposes or other legitimate reasons, and issue or modify specifications for each classification as needed. The Employer shall notify the Union thirty (30) days in advance of any change of pay range or specifications. If an action by the Employer pursuant to this section has an adverse effect on the compensation or job duties of any employee, the Union may appeal the action through the grievance procedure.

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

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

Section 6.3 Reservations of Rights. The foregoing enumeration of rights, prerogatives, and responsibilities is not all-inclusive and shall not be construed to abridge others.

All rights, powers, and authority which the Employer has ever had heretofore, except those specifically abridge or modified by this Agreement, are retained by the Employer. The Employer's failure to exercise any of its rights shall not constitute a waiver of such rights.

ARTICLE 7
LABOR-MANAGEMENT COMMITTEE

Section 7.1 Attorney General's Committee. The parties agree to establish a Labor-Management Committee, consisting of an equal number of management and Union representatives. The Committee shall meet as necessary to accomplish its purposes.

Section 7.2 Purpose of the Committee. The purpose of the Committee is to provide a means for continuing communication between the parties and to promote a climate of constructive employee-employer relations. Topics to be discussed by the Committee include, but are not limited to, the following:

a) The administration of this Agreement;
b) Changes contemplated by the Employer which may affect bargaining unit employees;
c) The future needs and programs of the Employer;
d) General information of interest to the parties;
e) Discussion of the views of bargaining unit employees and suggestions on subjects affecting those employees;
f) Classification study and training and development needs;
g) Proposed work rules will be an appropriate subject for discussion; and
h) Such other items as the parties may mutually agree to discuss.

This Committee will be co-chaired by a Union and an Employer representative. The agenda for each meeting shall be jointly prepared by the co-chairpersons five (5) days in advance of the meeting.

The Committee may review any studies completed by statewide Committees and may seek to implement any recommendations, if appropriate to the Attorney General.

Reasonable time shall be allowed during work hours of members of any committee established by this Agreement to caucus immediately before the meeting. Such caucus time shall be mutually agreed to prior to the scheduled meeting.

Section 7.3 Time off. Unless mutually agreed otherwise, such meetings shall be held during normal work hours.

ARTICLE 8
SAFETY AND HEALTH

Section 8.1 Safety Rules. The Employer and Union agree that the safety and health of all employees is a matter of highest importance, and that each will promote and encourage safety in all occupational matters in an effort to prevent injury. The Union agrees that careful observation of safe working practices and Employer safety rules is a primary responsibility of all employees. The Employer agrees that there will be uniform enforcement of such rules with respect to employees similarly situated. Employees who fail to follow safety rules or cause other employees not to follow them may receive disciplinary action. The Employer will not assign any employee to engage in activity in violation of applicable safety laws and regulations. Ongoing safety and health matters shall be referred to the Labor-Management Committee.

Section 8.2 Safety Reporting. All employees shall report promptly unsafe working conditions to their supervisors. Any employee involved in an accident shall report the accident and any injuries sustained according to Employer procedures. The employee and the supervisor shall immediately make out an accident report in a form provided by the Employer, including notation of all witnesses to the accident.

Section 8.3 Computer Monitors. When it becomes necessary to purchase new computer monitors, the Employer will use its best efforts to obtain equipment which maximizes user comfort and efficiency. Employee requests for arm rests, foot rests or other equipment shall be reviewed by the Labor-Management Committee and if mutually agreed upon shall be provided. Employees who operate computer monitors may take breaks approximately every two (2) hours in accordance with the provisions of Article 10.

Section 8.4 Vehicle Inspection. All state vehicles which are operated by employees shall be inspected annually by the Employer. Any deficiencies revealed by such inspection shall be promptly corrected by the Employer.

Section 8.5 Emergency Telephone Use. Employees shall promptly be notified of and permitted to answer incoming emergency telephone calls and make return calls on a state telephone, if necessary. All long distance telephone calls shall be at the employee's expense.

Section 8.6 First Aid and C.P.R. First aid equipment and supplies shall be provided by the Employer. Employees may attend first aid or C.P.R. training courses provided by the State.

Section 8.7 Communicable Diseases. The Employer will provide hepatitis B vaccine to any employee whose job duties present potential exposure to hepatitis B.

ARTICLE 9
EMPLOYEE ASSISTANCE PROGRAM

Section 9.1 The Employer and the Union recognize the value of counseling and assistance programs to those employees who have personal problems which interfere with their job duties and responsibilities. The Union and the Employer agree to participate in the existing Ohio Employee Assistance Program (EAP) for employees and members of the employee's family covered by the employee's health insurance, and to work jointly to promote this program. Each union steward may attend an Ohio EAP training program during regular working hours.

Records relating to an employee's participation in the Ohio EAP shall not be maintained in an employee's personnel file. Records regarding treatment and participation in the Ohio E.A.P. shall be confidential. The Employer shall not direct an employee to participate in the Ohio EAP and such participation shall be strictly voluntary.

If an employee has exhausted all available leave and requests time off for an initial consultation with the Ohio EAP, the Employer shall permit such time off without pay pursuant to the provisions of Article 28.

ARTICLE 10
WORKWEEK, STANDARD WORK HOURS, OVERTIME

Section 10.1 Standard Workweek. The standard workweek for full-time employees covered by this Agreement shall be forty (40) hours, exclusive of the time allotted for meal periods, consisting of five (5) consecutive, eight (8) hour work days and two (2) consecutive days off. The work week shall begin at 12:01 a.m. Sunday and shall end at 12:00 midnight on the following Saturday.

The Employer's offices shall normally be open to the public from 8:00 a.m. to 5:30 p.m., Monday through Friday.

Some sections of the Office may have second and/or third shifts and/or alternative work schedules. A thirty (30) minute lunch period will be taken in accordance with Article 10, Section 2 of this Agreement. A shift differential will be paid in accordance with Article 31, Section 5 of this Agreement to those bargaining unit members assigned second or third shifts.

For those employees assigned to third shift, holidays will be observed at the third shift start time the night before a proclaimed holiday (example: if a holiday falls on Monday, the third shift holiday begins Sunday evening.; if a holiday falls on Thursday, the third shift holiday begins Wednesday evening).

Section 10.2 Work Schedules. The Employer may assign work schedules to ensure adequate staffing to meet operational needs. Employees shall be at their work stations and ready to perform their job duties at their assigned starting time. It is understood that the Employer reserves the right to limit the number of persons to be off work at any one time.

Workdays and days off for full-time employees who work alternative work schedules shall be scheduled according to the operational needs of the Employer after consultation with the Union.

The parties agree to consider compressed workweeks at Labor-Management Committee. The parties by mutual agreement may pilot a compressed workweek schedule during the term of the Agreement.

Section 10.3 Meal Periods. No employee shall be required to take less than thirty (30) minutes nor more than one (1) hour for a meal period. The Employer will usually schedule meal periods near the midpoint of a shift.

Employees shall not normally be required to work during their meal periods. An employee who is required to remain on duty status during a meal period may, with the approval of his/her supervisor, either shorten the workday by the length of the meal period or have the meal period counted as time worked and be paid at the appropriate straight time or overtime rate, whichever is applicable. The supervisor will honor an employee's choice where reasonably possible.

Section 10.4 Break Periods. Employees covered by this Agreement shall be granted a fifteen (15) minute paid break period within every 4 hours of work performed. Break periods will be scheduled in accordance with the operational needs of the Employer. Break periods shall not be scheduled immediately before or after a meal period or immediately after the start or before the end of a work shift. Employees on break shall not interfere with other employees in the performance of their job duties. No employee shall leave the premises in any vehicle during the fifteen (15) minute break period.

Employees working a regularly scheduled ten (10) hour shift may take a fifteen (15) minute paid break approximately 2 hours prior to the completion of the shift.

Section 10.5 Overtime. Employees may be required to work in excess of their normal workweek. When any bargaining unit employee is required to be in an active pay status, excluding sick leave, for more than forty (40) hours in any standard work week, the employee shall be compensated at one and one-half (1-1/2) times his/her total rate of pay. Employees may elect to receive payment for overtime in cash or in compensatory time at a rate of one and one-half (1-1/2) hours for each hour worked, in accordance with applicable state and federal law. In situations where grant monies are involved, the Employer can elect not to offer the option of compensatory time. The Employer shall not change an employee's schedule to avoid payment of overtime.

When overtime is offered to an employee, employees must be advised of the option to receive payment in cash or in compensatory time and must select the method of payment in writing using the Employer's timekeeping/payroll system, in accordance with the Employer's policies and procedures. Overtime must be authorized by the Employer before the overtime hours are worked, or the employee will be subject to discipline.

The maximum accrual of compensatory time shall be one-hundred and eighty (180) hours. When an employee has accrued one-hundred and eighty (180) hours of compensatory time, payment for additional overtime work shall be made in cash. Compensatory time must be used within one- hundred and eighty (180) days from the date in which it is earned. Compensatory time not used within this period shall be paid in cash to the employee at the employee's current total rate of pay.

Compensatory time may be used in minimum units of one-half (1/2) hour at a time mutually agreed to by the Employer and the employee.

Upon termination of employment, an employee shall be paid for unused compensatory time at the final total rate of pay received by the employee.

Section 10.6 Overtime Availability List. Human Resources shall compile and maintain a list of employees who desire to work overtime when available. A copy of the list and any updates will be provided to the Union. The list shall be updated every six (6) months. Ordinarily, overtime work will be performed by the employee assigned to the work. If necessary, overtime work may be assigned to other employees in the section in which the work is being performed. When appropriate, the Employer may assign overtime work to employees on the availability list who are not in the section in which the work is to be done, if the work can be efficiently performed by other employees with similar skills from other sections. Seniority shall not be a factor in the assignment of work to employees on the overtime availability list.

This section shall not apply to overtime work which is specific to a particular employee's specialized work assignment or to an assignment which cannot be efficiently and accurately completed by an employee other than the employee who began work on the assignment.

Section 10.7 Call-in Pay. Call-in occurs when an employee is called to return to work to do unscheduled, unforeseen or emergency work on a day when the employee is not scheduled to work, or after the employee has left work upon completion of the regular work day but before the employee is scheduled to return to work.

An employee who is called in shall be paid, or receive compensatory time, for a minimum of 4 hours at his/her total rate of pay or for actual hours worked at the overtime rate if applicable, whichever is greater. Call-in pay at the total rate shall be excluded from the overtime calculation. Work performed immediately before or after an employee's regular shift shall be

compensated at the straight time rate, or the overtime rate, if applicable, and shall not be eligible for call-in pay.

Section 10.8 Starting Times. The Employer shall establish the following standard starting times: 7:30 a.m., 8:00 a.m., 8:30 a.m. and 9:00 a.m. Employees at POTA and BCI&I who have a 6:30 a.m. start time shall not be required to change to one of the standard starting times. Notwithstanding the provisions of this Article, the Employer reserves the right to assign the starting time for any position based on operational needs provided the affected employee(s) is/are provided a fourteen (14) day written notice.

When a vacancy occurs in one (1) of the positions determined by this section, a bargaining unit employee who is selected in accordance with Article 19 may work the starting time held by the employee who previously occupied the position, or any other standard starting time which the Employer makes available based on operational needs.

The parties recognize that there are certain positions which require alternative work schedules. The Employer shall notify the Union in writing thirty (30) days prior to the creation of any new alternative work schedules. The Union may request a meeting with the Employer to discuss the impact of such work schedules. Alternative work schedules shall not be arbitrary or capricious.

Section 10.9 Flexible Scheduling. The parties agree to consider compressed workweeks and flexible scheduling at the Labor-Management Committee.

Bargaining Unit 45 employees may use flex time consistent with any applicable AGO policy, should one exist.

ARTICLE 11
PROBATIONARY EMPLOYEES

Section 11.1 Probationary Periods. All newly hired and promoted employees shall serve a probationary period. The probationary period for all newly hired employees shall be one-hundred eighty (180) days. The probationary period for all promotions and lateral classification changes shall be one-hundred twenty (120) days. Longer probationary periods, not in excess of one (1) year, may be authorized by the Employer after consultation with the Union. Time spent on leaves of absence shall not be counted as part of a probationary period. An employee may be removed or reduced during a probationary period if his/her services are found to be unsatisfactory.

Section 11.2 Conversion of Temporary Employees. A temporary employee who becomes a permanent employee in a position involving substantially the same work performed as a temporary employee will be credited with one-half (1/2) the length of the probationary period for the classification of the permanent position.

Section 11.3 Seniority. A probationary employee shall have no seniority until he or she completes the probationary period. Upon the completion of probation the employee will acquire seniority from his/her date of hire. An employee who has a continuous period of temporary employment immediately prior to receiving a permanent appointment shall acquire seniority to such time.

ARTICLE 12
TEMPORARY APPOINTMENTS

PLEASE REFER TO ARTICLE 20

ARTICLE 13
PERSONNEL FILES

Section 13.1 Personnel Files. An employee's official personnel file will contain all matters required by the Ohio Revised Code and will be maintained at the Department of Administrative

Services in Columbus. All other matters pertaining to an employee will be retained in the Attorney General's Office. Each employee shall provide to the Employer his/her street address and contact information, and shall promptly notify Human Resources of any changes. Employees shall provide their contact information to their immediate supervisors.

Section 13.2 Access. Each employee shall, upon written request, have the right to inspect the contents of his/her personnel file during normal business hours, Monday through Friday. Access to an employee's personnel file shall also be granted to the employee's designated representative upon written authorization by the employee. An employee's personnel file shall not be made available to any person other than the Employer or its agents without the employee's express written consent unless pursuant to court order, subpoena, or written request made pursuant to the Ohio Public Records Law.

Section 13.3 Employee Notification. An employee shall, upon written request, be provided with a copy of any materials in his/her personnel file. The Employer shall provide to an employee a copy of documents which relate in any way to disciplinary action which has been taken, or which is proposed to be taken, or which negatively affects an employee's job security or advancement, at the time such documents are placed in the employee's personnel file.

If material is placed in an employee's personnel file without following this procedure, the material shall be removed from the file and returned to the employee at his request and may not be used in any disciplinary proceeding.

ARTICLE 14
PERFORMANCE EVALUATIONS

Section 14.1 General Provision. Performance evaluations shall be conducted according to the schedule set forth in Chapter 123:1-29 of the Ohio Administrative Code, except as modified by this Article. The Employer shall use the performance evaluation forms that are appropriate for the classification or work performed. Each employee shall be evaluated by his/her immediate supervisor. Upon completion of a performance evaluation form, the supervisor shall discuss the evaluation with the employee. The employee shall sign the evaluation form to indicate receipt of a copy of the completed form. The employee's signature indicates acknowledgment of receipt and does not indicate agreement with the contents of the form.

Numerical standards of performance may be considered by the Employer but will not be the only criteria to be used evaluating employees. The Employer shall also take into account other factors including, but not limited to, the complexity and relative level of responsibility of an employee's duties. Evaluations shall be subject to the grievance procedure; however, no appeal shall be permitted beyond Step Two.

Performance evaluations shall not be a factor in lay-offs. The performance evaluation system shall be a topic for discussion by the Labor-Management Committee.

Where this Article conflicts with Chapter 123:1-29 of the Ohio Administrative Code, this Article shall supersede the provisions of Chapter 123:1-29 of the Ohio Administrative Code.

ARTICLE 15
DISCIPLINE

Section 15.1 Standard. The Employer will not reprimand (oral or written), remove, suspend or reduce the pay or position of an employee without just cause.

Section 15.2 Progressive Discipline. The Employer will ordinarily observe the principle of progressive discipline with the following steps:

(1) Oral reprimand,
(2) Written reprimand,
(3) Suspension,
(4) Termination.

However, discipline imposed shall be commensurate with the offense.

Section 15.3 Administrative Leave. Upon verbal notification followed within twenty-four (24) hours by a written statement of the reasons, an employee may be placed on administrative leave with pay. The employee will not lose any pay, fringe benefits, or seniority when placed on administrative leave. Administrative leave may be instituted as the result of the Employer's reasonable belief that the employee committed acts or omissions of a serious nature which would warrant removal of the employee from the workplace. Administrative leave with pay imposed pursuant to this Article shall be for the purpose of investigating the conduct or performance of the employee prior to the imposition of discipline.

Administrative leave with pay shall not be considered discipline and is not subject to the grievance procedure as long as no loss of pay or benefits is incurred by the employee.

The leave under this Section shall be in accordance with Ohio Revised Code Section 124.388.

Section 15.4 Pre-disciplinary Conference. Prior to the imposition of a suspension of three (3) days or more, or a termination, the Employer shall give written notice of a pre-disciplinary conference to the affected employee and the Union. The written notice shall set forth the recommended disciplinary action, a statement of the acts or omissions of the employee giving rise to the discipline and the date, time and place of the conference. The notice shall also state that the employee has a right to Union representation at the conference. The conference will be held at a location determined by the Employer.

The conference shall be scheduled no earlier than three (3) calendar days following the notice to the employee. Failure to appear at the conference will result in a waiver of the right to a conference. An employee or his /her representative may make a written request for a continuance of up to forty- eight (48) hours. A continuance shall not be unreasonably requested or denied. The parties may mutually agree to a continuance longer than forty-eight (48) hours.

At the beginning of the conference, the Employer shall present the reasons for the proposed disciplinary action. The employee shall then be afforded an opportunity to respond to the charges and to present reasons why discipline should not be imposed.

Prior to the meeting, the employee and his/her representative shall be informed in writing of the reasons for the contemplated discipline and the possible form of discipline. The Appointing Authority's designee shall conduct the meeting. The Union and/or the employee shall be given the opportunity to comment, refute or rebut.

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

Within ten (10) work days after the conference, the Employer shall notify the employee and the Union of the final disposition of the matter. Notification of final disposition may be extended for a reasonable time, with written notice to the Union.

It is agreed by the parties that the pre-disciplinary conference procedure is intended to give an employee an opportunity to respond to charges prior to the imposition of discipline and is not a substitute for the grievance and arbitration procedure. The pre-disciplinary conference may be recorded only upon mutual agreement of all the participants.

Section 15.5 Records of Disciplinary Actions. A record of an oral or written reprimand will be removed from an employee's personnel file after one (1) year and a record of any other disciplinary action will be removed after two (2) years, upon written request of the employee, provided that no disciplinary actions of any kind are taken against the employee during the intervening one (1) or two (2) year period. Periods of leave for more than fourteen (14) consecutive days, except for approved vacation leave, shall not be used in calculating the retention period. Any record which is not removed on the date required by the foregoing provision shall cease to have any force and effect. This section shall apply to records placed in an employee's file prior to the effective date of this Agreement.

Section 15.6 Polygraph/Drug Tests. No employee shall be required to take a polygraph, voice stress or psychological stress examination as a condition for retaining employment, nor shall an employee be subject to discipline for refusal to take such tests. Unless mandated by federal grants, there will be no random drug testing of employees covered by this Agreement.

Section 15.7 Employee Assistance Program. In cases where disciplinary action is contemplated, the Employer may consider delaying or modifying the proposed discipline if an employee elects to participate in an appropriate Employee Assistance Program (EAP).

If the Employer decides to delay or modify discipline contingent upon participation in an Employee Assistance Program, upon completion of the program the Employer will meet with the employee to inform the employee of the final disposition of the matter.

ARTICLE 16
GRIEVANCE PROCEDURES; ARBITRATION

Section 16.1 Grievances. A grievance is any disagreement or dispute between the Employer and Union or any employee affecting terms and conditions of employment or regarding the application, meaning or interpretation of this Agreement. Grievances may be presented by an employee or group of employees or the Union on behalf of an employee or group of employees. An employee is entitled to Union representation at any step of the grievance procedure. All grievances shall specify the article or section of the Agreement alleged to have been violated and, on request, the names of the affected employees.

Section 16.2 Procedure. A grievance must be presented at Step One within ten (10) work days after the occurrence which gave rise to the grievance, except that when an employee first becomes aware, or in the exercise of reasonable diligence should have become aware, of its occurrence at a later date, the grievance may be filed within ten (10) work days of that time, but in no event more than thirty (30) calendar days after the occurrence of the event which gave rise to the grievance. If being on an approved, paid leave prevents an employee from learning of a grievable event; the time limit shall be extended by the number of days of the leave, but in no event to exceed sixty (60) calendar days after the occurrence of the grievable event.

Grievances shall be presented on forms mutually agreed upon by the Employer and the Union and furnished by the Employer to the Union in sufficient quantity for distribution to all stewards. Forms shall also be available from the Employer.

The mailing or faxed grievance appeal form shall constitute a timely filing if it is postmarked within the appeal period. Likewise, the mailing of the answer shall constitute a timely response if it is postmarked or faxed within the answer period.

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

It is the goal of the parties to resolve grievances at the earliest possible time and the lowest level of the grievance procedure. Verbal and written reprimands are only grievable through Step 2.

Step One
The grievance shall be initially presented in writing and will be delivered or faxed to the Director of Human Resources, or his/her designee, who will forward a copy to the chief of the section in which the grievance arose, or his/her designee, or to the managers of the regional offices, or his/her designee, if appropriate. Upon request of the grievant, the grievant's steward may be present. The section chief or manager of the regional office, or their designee, shall respond in writing to the employee and the Union within ten (10) work days from the date on which the grievance is presented.

Step Two
If the grievance is not resolved in Step One, it shall be presented in writing by the Union to the Director of Human Resources, or his/her designee, within ten (10) work days after receipt of the response of the Section Chief or his/her designee. The Director of Human Resources, or his/her designee, shall within ten (10) work days discuss the grievance with the Union and the employee and shall give a written response within ten (10) work days after such discussion is held. If the Union is not satisfied with the decision of the Director of Human Resources, or his/her designee, it may submit the grievance to impartial arbitration by written notice to the

Director of Human Resources, or his/her designee, within thirty (30) work days after receipt of the decision of the Director of Human Resources, or his/her designee.

Section 16.3 Arbitration. Upon the Human Resource Director's receipt of the Union's arbitration notification, the parties will request the American Arbitration Association (AAA), State Employment Relations Board (SERB) or Federal Mediation and Conciliation Service (FMCS District 15) to submit a panel of seven (7) arbitrators from which the Employer and the Union shall select one (1) by the process set forth below. The parties may at any time select an impartial arbitrator by mutual agreement. If agreement cannot be reached as to one (1) mutually acceptable arbitrator, the arbitrator will then be selected by the representatives of the parties alternately striking names from the panel supplied until one (1) name remains, who shall be the arbitrator. The order of striking names from the list shall be determined by a coin toss. Each party retains the right to reject one (1) panel in its entirety and request a new panel be submitted.

The Employer and the Union agree that it is important to process grievances in a timely fashion and to move promptly through the arbitration process. The procedure in this section is intended to provide a prompt and economical arbitration process, but when disputes do not involve interpretation of the Agreement and especially in individual discipline matters, the parties will seek to encourage a further expedited arbitration process, which may include, e.g., unrecorded hearings, no briefs, bench decisions.

Section 16.4 Witnesses, Evidence, Expenses. Employee witnesses reasonably requested by the Union will be given time off with pay for the time which the employee witnesses are required

to attend the arbitration during their regularly scheduled work hours. The Union may request the production of specific documents which are relevant to the grievance and reasonably available to the Employer, and such request shall not be unreasonably denied.

Fees and expenses of the arbitration shall be borne equally by the Employer and the Union, including the fees and expenses of the arbitrator and hearing room and other expenses related to the arbitration proceedings.

If one (1) party desires a stenographer or transcript for the proceedings, the total cost of such transcript shall be paid by the party desiring the service. If the other party desires a copy, then the total cost of both stenographer and transcription shall be shared equally by the parties.

Section 16.5 Decision. The arbitrator shall be requested to render a decision as quickly as possible but, in any event, no later than thirty (30) calendar days after the conclusion of the hearing, unless the parties agree otherwise.

Section 16.6 Arbitration Jurisdiction. Only disputes involving the interpretation or application of a provision of this Agreement shall be subject to arbitration. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement. The arbitrator shall not substitute the arbitrator's discretion for that of either party or impose on either party a limitation of obligation not specifically required by the express language of this Agreement. The arbitrator's decision shall address itself solely to the issue or issues presented and shall not impose on 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's decision shall be final and finding, provided such a decision does not exceed the jurisdiction of the arbitrator as set forth herein.

Section 16.7 Notification. The Union will be responsible for notification to the grievant and to the grievant's witnesses of the time and place of the arbitration hearing.

Section 16.8 Time Limits. Grievances may be withdrawn at any step of the grievance procedure, and those which are not appealed within the designated time limit will be considered withdrawn. The Employer's failure to respond within the designated time limit shall automatically advance the grievance to the next step.

Section 16.9 Time Off, Meeting Space and Telephone Use. A grievant or Union steward will be permitted reasonable time without a loss of pay during working hours to process or investigate grievances. Witnesses whose testimony is necessary to the Union's presentation or argument will be permitted reasonable time without loss of pay to attend a grievance meeting or respond to the Union's investigation. Consistent with Article 4, Section 2, a steward shall not leave his/her work to investigate, file or process grievances without first notifying and making mutually agreed arrangements with his/her supervisor, as well as the supervisor of any work unit to be visited. Such arrangements shall not be unreasonably denied.

Upon request, the grievant and the Union steward shall be allowed the use of an available, appropriate room while processing a grievance. The Union steward shall be permitted the reasonable use of telephone facilities for investigating or processing grievances.

Section 16.10 Advance Grievance Step Filing. Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps may, by mutual agreement, be filed at the appropriate advance step where the action giving rise to the grievance was initiated. An employee with a grievance involving a suspension or a discharge may initiate the grievance at Step Two of the grievance procedure within 14 calendar days of notification of such action.

Section 16.11 Mutual Agreement. The Employer and the Union may, by written agreement, extend time limits, skip steps in the process or take any other action to enhance the prompt and equitable resolution of grievances.

Section 16.12 Probationary Employees. Probationary employees shall have access to this grievance procedure. However, probationary employees in their initial probationary period shall not be able to grieve disciplinary actions or removals. Promotional probationary employees shall not grieve demotions.

ARTICLE 17
TRAINING/CONTINUING EDUCATION

Section 17.1 Training and Development. The Employer and the Union recognize the need for training and development of employees in order to ensure that services are efficiently and effectively provided and employees are afforded the opportunity to develop their skills and potential. Information about in-service training opportunities for employees will be posted on the designated bulletin boards and at each regional office of the Employer.

Section 17.2 Orientation Training. Every new employee will receive orientation that provides an overview of the role and function of the Employer. This may be done on a group basis and shall be given as needed. The orientation may also include, but need not be limited to, a discussion of standard office procedures, forms, techniques, and equipment. New employees shall have the opportunity to meet with a union steward as a part of the orientation program.

Section 17.3 In-Service Training. Whenever employees are required to participate in in-service training programs, they shall be given time off from work with pay to attend such programs, including travel time and mileage, if needed, and a state vehicle is not available. If an employee is required to attend training programs after normal work hours he or she will be compensated for such additional time pursuant to Section 4 of Article 10. Any costs incurred in such training shall be paid for by the Employer. Every reasonable effort shall be made to provide notification to employees of training opportunities which are available.

Section 17.4 Leave for Training. An employee may be allowed time off from his/her position without loss of pay for the purpose of taking educational courses or training, at an approved educational institution, if the courses or training have been determined to be job related by the Director of Human Resources. The maximum time off under this arrangement shall not exceed one- fourth (1/4) of the employee's normal scheduled hours per week. Any time beyond this amount shall be without pay, unless specifically approved by the Employer. Evidence of successful completion of courses taken pursuant to this section shall be placed in an employee's personnel file at the request of the employee.

Section 17.5 Pre-Retirement Programs. The Employer shall arrange for pre-retirement training programs for employees who are within three (3) years of eligibility for full retirement. Such training shall be during regular work hours and eligible employees scheduled to work at that time shall be given time off to attend the training. Employees may attend only one (1) training session on work time each of the three (3) years.

Section 17.6 Employee Input. The Union will provide information to the Employer in the development of training or continuing education programs for employees. Such information will be offered at Labor-Management Committee meetings or through other mutually agreed mechanisms.

Section 17.7 Employee Educational Assistance and Training. The Employer agrees to commit twenty thousand dollars ($20,000) in its training budget in each fiscal year of this Agreement to specifically train bargaining unit members through external training services. Any amounts remaining at the end of the fiscal year shall be rolled over for the following fiscal year up to five

thousand dollars ($5,000) for the life of the contract. If requested by the Union, the Employer agrees to meet at least once a year in a Labor-Management Committee to specifically discuss the nature of the training being offered to the employees.

The Employer will reimburse members of the bargaining unit up to one thousand two hundred fifty dollars ($1,250.00) each fiscal year for their tuition and fees for any training or education received at an institution of higher learning located within the State of Ohio, based on the following:

1. The training opportunities shall be made available to employees who have completed their initial probationary period on a first come, first considered basis. The requests for training shall be date and time stamped as received by the Human Resources Department.
2. The education or training is received at an institution that is authorized by the Ohio Board of Regents and is accredited by the North Central Association of Colleges and Schools or an employer approved training facility.
3. The employee submits a written request to the Human Resources Department prior to the start of the course for which tuition reimbursement is sought, and the employee receives approval for the request.
4. The employee submits certified proof of completion of the course and a receipt to the Human Resources Department showing the tuition has been paid.
5. The contents of the course taken must be job-related, increasing the employee's skills and/or knowledge relating to the employee's present job or a job within the Attorney General's Office that has a higher rate of pay.
6. The employee will be reimbursed for a course one (1) time only. If the employee must repeat the course or substitute a course in its place due to failure to achieve a passing grade, the course or substitute course will not be eligible for reimbursement.
7. The Chief of Staff or his/her designee will retain final authority to approve or deny all such tuition reimbursement requests, based on sound management practices, including the availability of funds.

The Employer will reimburse members of the bargaining unit up to two thousand dollars ($2,000.00) each fiscal year for the tuition and fees for any training or education received toward a degree program, subject to the restrictions above.

ARTICLE 18
SENIORITY AND SERVICE

Section 18.1 Seniority. Seniority is defined as the total length of full time continuous service in the bargaining unit. If two (2) or more employees have the same length of full time continuous service in the bargaining unit, then length of service with the State of Ohio shall be used to determine the order of seniority among those employees.

Section 18.2 Tie Breakers. If two (2) or more employees begin service with the Employer on the same day, and if seniority is not determined by length of service with other state agencies, the order of seniority for these employees shall be determined by the last four (4) digits of the employees' social security numbers, with 0000 being the lowest and 9999 being the highest.

ARTICLE 19
PROMOTIONS AND TRANSFERS

Section 19.1 Terminology. A vacancy is an opening in a permanent full-time or permanent part- time position within the bargaining unit which the Employer decides to fill. A lateral transfer is the movement by an employee to a position in the same pay range as that currently held by the employee. A promotion is the movement of an employee to a posted vacancy in a classification with a higher pay range than that currently held by the employee.

Section 19.2 Posting. All vacancies in the bargaining unit shall be posted by Intranet and on the bulletin boards at OPOTA and BCI&I. Vacancy notices will describe the duties of the posted position, the qualifications necessary for the position, the pay range, class title and shift, where applicable and the deadline for application. Vacancy notices shall be posted for at least seven (7) work days.

Section 19.3 Selection Process. Employees who file applications for promotions, transfers, or demotions by the deadline listed in the posting shall be considered for the vacant position. The Employer shall give equal consideration to employees who apply for a promotion or transfer.

Seniority shall be the deciding factor when abilities and qualifications are determined equal. It is the employee's responsibility to provide evidence or documentation of his/her qualifications during the bidding and selection process. Employees who bid on a job shall be given written notification of the results of the selection process.

The Employer shall review the applications for promotion or transfer submitted by current bargaining unit employees and shall conduct interviews of those bargaining unit employees who possess the minimum qualifications for the position. Employees with active discipline in excess of a written reprimand may not be considered for promotion or transfer.

The Employer may hire an outside candidate who possesses both the minimum qualifications and demonstrably superior abilities and qualifications over any other employee applicants for the posted vacancy. Prior to filling the vacancy with an outside candidate, in the event an internal candidate is not selected, the Employer will notify the Union and, upon request, provide supporting documentation. This selection in no way excludes the right to grieve the selection of an outside candidate.

Section 19.4 Civil Service Examinations. If the Employer chooses to use a civil service examination which has been given, all eligible employees in the unit who passed the examination shall be considered in filling vacancies as described above.

The Employer may, at its discretion, use certification lists prepared by the Ohio Department of Administrative Services, to select candidates to fill vacant positions in the bargaining unit.

Section 19.5 Deleted.

Section 19.6 Probationary Periods. Employees who are promoted or receive a lateral transfer to a new classification shall serve a probationary period in the new classification according to the provisions of Article 11.

Section 19.7 Existence of a Recall List. Notwithstanding R.C. 124.327 or Ohio Administrative Code 123:1-47-17, the existence of a recall list consisting of state employees not employed by the Employer for the classifications contained within the bargaining unit shall not preclude promotion or transfer from within the bargaining unit into bargaining unit classifications contained on those recall lists.

ARTICLE 20
TEMPORARY APPOINTMENTS

Section 20.1 Definition. Temporary appointments are those appointments in which work is of a temporary nature and a specified duration, not to exceed sixty (60) days, except when the temporary employee is doing the work of an employee on an approved leave of absence. In such case, the duration shall not exceed thirty (30) days plus the length of the leave of absence.

Section 20.2 Salaries of Temporary Employees. Salaries for temporary employees shall be equal to the hourly rate received by permanent employees in the same job classification with the same length of service.

Section 20.3 General Provision. Each employee who is temporarily assigned to duties of a position with a higher range than the employee's own for a continuous period of at least six (6) days because of a temporary absence or vacancy shall be eligible for a working level pay adjustment beginning the first day of such assignment. This pay adjustment shall increase the employee's schedule rate of pay for the duration of the temporary assignment to the greater of a) the classification schedule rate of the higher level position or b) a rate of pay approximately four percent (4%) above the employee's current schedule rate. This pay adjustment shall in no way affect any other pay supplement, which shall be calculated using the employee's rate of pay prior to the temporary assignment.

Section 20.4 Duration. This working level pay adjustment shall be for a continuous period of at least six (6) days, but no more than ten (10) weeks. In those cases where the period of added responsibility exceeds twenty (20) weeks, the employee shall either return to his/her regular position or the Employer shall recognize the continuation of the added responsibilities by permanently promoting the employee to the higher position. In those cases where an employee is filling the position of an employee on approved disability or worker's compensation leave, the period shall be extended to the length of the disability or worker's compensation leave, up to two (2) years.

Section 20.5 State Law. This Article shall supersede the provisions of Ohio Revised Code Section 124.181 (J) and Ohio Administrative Code Section 123:1-37-07, relating to temporary working level pay adjustments.

ARTICLE 21
LAYOFFS/RECALLS

Section 21.1 Layoffs. Layoffs of employees shall be governed by the provisions of the Ohio Revised Code Sections 124.321 through 124.327 and Administrative Rule Nos. 123:1-41-01 through 123:1-41-22 as modified by this Article.

Section 21.2 Notice to the Union. When the Employer determines that a layoff is necessary, the Employer shall notify the Union as soon as practicable of the classifications and number of employees affected. The Employer shall meet with the Union to explain the reason for the layoff. The Union's comments and proposals for avoiding the layoff will be considered before a final decision is made.

Section 21.3 Guidelines. Retention points and performance evaluations shall not be considered or utilized in determining the order of layoff. Layoffs shall be on the basis of inverse order of seniority.

Section 21.4 Bumping. An employee affected by the layoff may bump any other employee with less seniority in an equal or lower paid position within the bargaining unit which the employee is qualified to perform, provided that the position is in the same classification group. The classification groups are set forth in Appendix B. The term "qualified" as used in this Article, means that the employee must possess and be proficient in the minimum qualifications contained in the classification specification and the position description.

Upon the effective date of this Agreement, exempt employees shall not have any bumping rights back into any bargaining unit position or classification in the event of a layoff.

Section 21.5 Recall. When it is determined by the Employer to fill a vacancy or to recall employees in a classification in which the layoff occurred, the following procedure shall be followed.

The most senior laid-off employee shall be recalled first. Employees shall be recalled to a position for which they meet the minimum qualifications as stated in the classification specification, provided that the position is in the same classification group as that previously held. Any employee recalled under this Article shall not serve a new probationary period. However, any employee who was serving an original or promotional probationary period at the time of the layoff shall complete the probationary period. Employees shall have recall rights for a period of twenty-four (24) months.

Recall notices will be sent by certified mail to the employee's home address as last submitted to the Employer. The employee must signify in writing within ten (10) days of the postmarked date of such notice the employee's intent to return to work. If an employee does not respond in the required time, or if the employee timely responds but does not return to work on the date scheduled in the recall notice, the employee will be stricken from the recall list and terminated.

Section 21.6 Reemployment Rights. Reemployment rights with other state employers shall be determined pursuant to applicable state law, except that, notwithstanding R.C. 124.327 and Ohio Admin. Code 123:1-47-17, no person other than an employee of the Employer shall have a right to reinstatement or reemployment in a classification contained within the bargaining unit.

ARTICLE 22
JOB AUDITS

Section 22.1 Definition. A position audit is the evaluation of the duties and responsibilities assigned to an employee to determine the appropriate classification for that employee.

Section 22.2 Position Audits. Each employee shall be provided, upon request, with a copy of his/her position description. New employees shall be provided a copy of their position descriptions. Copies shall also be provided when the position descriptions are changed.

If an employee believes that he/she has been assigned duties not within his/her current classification, the employee may file a request for a position audit in writing with the Director of Human Resources, or person holding a similar position, or his/her designee. The request shall state the duties performed by the higher classification that contains those duties, and how

those duties differ from the duties normally assigned to the employee's current classification. An employee may request only one (1) position audit in any twelve (12) month period unless the employee provides documentation at the time of the request, demonstrating that the duties of his/her position have been substantially changed since the date of the last request for a position audit. The Director of Human Resources, or person holding a similar position, or his/her designee, shall investigate and issue a decision within thirty (30) calendar days.

If the Director of Human Resources, or person holding a similar position, or his/her designee, determines that the grievant is performing duties not contained within his/her classification, the Director of Human Resources, or person holding a similar position, or his/her designee, shall direct the employee's supervisor to immediately discontinue the duties. No meeting shall be held.

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, no monetary award will be issued.

If the duties are determined to be those contained in a classification with a higher pay range than that of the employee's current classification, the Director of Human Resources, or person

holding a similar position, or his/her designee, shall issue an award of monetary relief, provided that the employee has performed the duties for a period of four (4) or more working days. The amount of the monetary award shall be the difference between the grievant's base rate of pay, and the base rate of pay (at the applicable step) of the higher classification. In no event shall the monetary award be retroactive to a date earlier than four (4) calendar days prior to the date of the request for a position audit.

Section 22.3 Appeals of Position Audits. The Union may appeal a position audit decision of the Director of Human Resources, or person holding a similar position, or his/her designee, by delivering a written notice of appeal to the Director of Human Resources, or person holding a similar position, or his/her designee, within ten (10) days after receipt of the decision. The

Employer and the Union shall then jointly contact a hearing officer and schedule a review of the case to determine if the employee was performing the duties contained in a classification which covers a higher pay range than the employee's current classification and for what period of time. Hearing officers will be assigned on a rotating basis from a jointly selected panel of neutral hearing officers who shall have expertise in labor relations and classification and compensation systems. Each hearing officer shall serve for the duration of this Agreement unless terminated by either party. A hearing officer who has been terminated shall conclude his/her services by deciding any appeals previously heard. A successor hearing officer shall be selected by joint agreement of the parties. Hearings shall be scheduled no later than thirty (30) days after the delivery of the notice of appeal. The hearing date may be extended by mutual consent of the parties. No employee shall be discriminated against for exercising his/her rights under this Article. While a job audit request is pending, the Employer shall not order a reduction of job responsibilities for the purpose of influencing the outcome of the job audit.

Section 22.4 Conduct of the Hearing. A hearing officer shall conduct a hearing on each job audit appeal. The Employer will forward copies of documentation and evidence to the hearing officer and to the employee no later than ten (10) days prior to the hearing. A union representative shall have the right to be present at the audit appeal hearing.

At the hearing, the hearing officer will consider the testimony on duties and responsibilities of the employee and the arguments of each party. If a party requests a transcript, that party shall bear the cost of the transcript. If the other party requests a copy of the transcript, the cost shall be shared equally between them.

Section 22.5 Hearing Officer Responsibilities. The hearing officer will submit a bench decision at the conclusion of the hearing to the employee, the Union and the Employer. This decision will state if the employee was working out of classification and for what period of time. A determination for a monetary award shall be in accordance with Section 2 above. The decision of the hearing officer is final and binding and is not subject to the grievance procedure. The cost of the hearing officers shall be shared equally by the parties.

ARTICLE 23
HOLIDAYS

Section 23.1 List of Days. Employees will have the following holidays:

1. New Year's Day - January 1
2. Martin Luther King's Birthday - the third Monday in January
3. President's Day - the third Monday in February
4. Memorial Day - the last Monday in May
5. Independence Day - July 4
6. Labor Day - the first Monday in September
7. Columbus Day - the second Monday in October

8. Veteran's Day - November 11
9. Thanksgiving Day - the fourth Thursday in November
10. Christmas Day - December 25
11. Any day proclaimed by the Governor of the State of Ohio or the President of the United States

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

Section 23.2 Holiday Pay. Full time employees, regardless of their work shift or schedule, are automatically entitled to eight (8) hours (or the number of hours they are scheduled to work on that day, whichever is greater) of holiday pay regardless of whether they work on the holiday.

Part-time employees shall receive no pay for holidays for the period from September 1, 2009 to August 31, 2011. In order to receive holiday pay, an employee must be in active pay status on the day before and the day after the holiday.

Compensation for working on a holiday is in addition to the automatic eight hours of holiday pay and shall be computed at the rates prescribed in Section 23.3 and in accordance with computation of pay associated with cost savings measures for the period from September 1, 2009 to August 31, 2011.

If a holiday occurs during a period of sick or vacation leave of an employee, the employee shall draw holiday pay and shall not be charged for sick leave or vacation for the holiday. An employee in no- pay status shall not receive holiday compensation. Full-time employees with work schedules other than Monday through Friday are entitled to pay for any holiday observed on their day off.

Section 23.3 Computation of Holiday Pay or Holiday Compensatory Time. An employee who is required to work on a holiday shall be entitled to pay for such time worked at one and one- half (1-1/2) times the employee's total rate of pay in addition to holiday pay. The employee may elect to take compensatory time off at the rate of one and one-half (1-1/2) hours of compensatory time for each hour worked on the holiday in lieu of receiving cash compensation for time worked on the holiday, in addition to holiday pay. Employees shall be credited with the actual hours worked on the holiday.

Section 23.4 State Law. This Article supersedes the provisions of Revised Code Section 124.19 and Ohio Administrative Code Sections 123:1-44-01 and 123:1-44-02.

ARTICLE 24
PERSONAL LEAVE

Section 24.1 Personal Leave Credit, Conversion. Full-time employees shall be eligible to receive 32 hours of personal leave annually. In the pay period that includes December 1, 2012, employees shall be credited with thirty-two (32) hours of personal leave.

Beginning in calendar year 2014, employees shall be credited with eight (8) hours of personal leave in the first earnings statement which the employee receives after the first day of January, April, July, and October of each year. Full-time employees who are hired after the start of a calendar quarter shall be credited with personal leave on a prorated basis. Part-time employees in active pay status shall accrue personal leave on a prorated basis.

Employees who are on approved paid leave of absence, union leave or receiving workers' compensation benefits shall be credited with those personal leave hours which they normally

would have accrued upon their approved return to work.

When personal leave is used, it shall be deducted from the unused balance of the employee's personal leave on the basis of one (1) hour for every hour of absence. Compensation for such leave shall be equal to the employee's total rate of pay.

Personal leave shall be charged in minimum units of one-half (1/2) 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.

A newly-appointed full-time employee or a part-time employee who received a full-time appointment or a reinstated or re-employed employee prior to the pay period which includes

December 1, 2011 shall be credited with personal leave of thirty (30) hours, less one and twenty-three hundredths (1.23) of an hour for each pay period that has elapsed following the base pay period until the first day of the pay period during which the appointment was effective.

Employees who are credited with personal leave pursuant to this Article shall have, at year-end, the following options with respect to the unused balance of personal leave accrued during the preceding twelve (12) months:

a) Carry the balance forward. The maximum credit that shall be available to an employee at any one (1) time is up to sixty-four (64) hours; and
b) Convert the balance to accumulated sick leave, to be used in the manner set forth in Article 26.
c) Receive a cash benefit. There shall be a freeze on payment for maximum personal leave accrual until the pay period that includes December 1, 2011. Thereafter, the cash benefit shall equal one (1) hour of the employee's total rate of pay for every hour of unused credit that is converted. This cash benefit shall not be subject to contributions to any retirement system, either by the employee, or the Employer. Employees must indicate a desire to receive a cash benefit no later than the end of the pay period that includes the first day of November, on a form to be provided by the Employer. If an employee fails to notify the Employer of a desire to receive a cash benefit, the balance will automatically be carried forward.

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

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

Section 24.2 Deleted.

Section 24.3 Separation from Service. Upon separation from service for any reason, including retirement, an employee shall be entitled to compensation for all unused personal leave balance. The rate of pay shall be equal to the employee's total rate of pay. The Employer shall give employees written notice of their right to convert personal leave credits upon separation.

A full-time employee who separates from service prior to November 30, or is no longer a full-time employee during the year shall receive a reduction of personal leave credit of one and twenty three- hundredths (1.23) of an hour for each pay period following the date of separation until the pay period preceding the next base pay period. If the reduction results in a number of hours less than zero (0), the cash equivalent value of such number of hours shall be deducted from any compensation that remains payable to the employee, or from the cash conversion value of any vacation or sick leave that remains credited to the employee.

Section 24.4 Reemployment or Reinstatement. If an employee, who has separated from service and has received a cash benefit for personal leave credit pursuant to this Article, is reinstated or reemployed, he/she shall not be granted reinstatement of personal leave credit converted to a cash benefit.

Section 24.5 Transfer of Credit. An employee who transfers from another state agency shall be credited with the unused balance of his/her personal leave credit up to a maximum of sixty-four (64) hours.

Section 24.6 Notification and Approval of Personal Leave. An employee shall give one (1) full work day's written notice to his/her immediate supervisor of a desire to take personal leave. The Employer shall respond to such request in writing as promptly as possible. In an emergency, the request shall be made as soon as possible and the supervisor shall respond promptly. Requests for personal leave shall not be unreasonably denied.

Section 24.7 State Law. This Article supersedes only those provisions of Ohio Revised Code Section 124.386 and Ohio Administrative Code Sections 123:1-32-07 to 123:1-32-11 which relate to personal leave.

ARTICLE 25
VACATION

Section 25.1 Rate of Accrual. Full time employees shall be credited with vacation leave with full pay according to length of service and accruing at a corresponding rate per biweekly pay period as follows:

Length of Service	Accrual Rate Per Pay Period
Less than 4 years	3.1 hours
4 but less than 9 years	4.6 hours
9 but less than 14 years	6.2 hours
14 but less than 19 years	6.9 hours
19 years or more	9.2 hours

Employees may use vacation leave upon the completion of their initial probationary period. When on vacation an employee shall be compensated at the total rate of pay. Part-time employees shall earn vacation on a prorated basis. The prorated basis shall be an amount of leave prorated to coincide with actual active pay status hours in a pay period compared to eighty (80) hours of active pay status in a pay period. Vacation shall be charged in minimum units of one-half (1/2) hour.

Section 25.2 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. When an employee's vacation reaches the maximum level, and if the employee has been denied vacation during the past twelve (12) months, the employee will be paid for the time denied.

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

Section 25.3 Scheduling. Requests for vacation shall be submitted in writing. The Employer shall provide a written response to such requests. Vacation shall be taken only at times mutually agreed to by the Employer and the employee.

Vacation requests received six months to nine months in advance will be tentatively approved or disapproved in accordance with seniority, operational needs and time accrued. Vacation requests received less than six months in advance, but more than seven (7) calendar days in advance, will be tentatively approved or disapproved in accordance with seniority, operational needs and time accrued. Vacation requests received seven (7) calendar days or less in advance will be approved or disapproved on a first come, first serve basis in accordance with operational needs and time accrued.

The Employer shall give notice of disapproval or tentative approval (subject to seniority) of a vacation request within two (2) weeks after the request is made. Requests for five (5) or more consecutive vacation days shall be made seven (7) calendar days in advance; requests for less than five (5) consecutive vacation days shall be submitted twenty-four (24) hours in advance. The Employer shall respond to such requests as promptly as possible. Untimely requests may be considered by the Employer, but need not be approved. The Employer shall attempt to accommodate emergency requests whenever made, and shall not unreasonably deny such requests.

The parties agree to pilot a vacation canvass as a method to be utilized for advanced scheduling of vacation requests. Such pilot shall take place in December of 2013 for the 2014 calendar year. Bargaining unit employee shall canvass by bargaining unit seniority as defined in Article 18. For those sections that elect to participate in the vacation canvass pilot, the Employer shall provide a vacation calendar to offer and document vacation requests. The vacation calendar shall indicate available dates and the number of availability openings on each day/shift in the section participating in the pilot vacation canvass. The employee shall be permitted to schedule all or portions of his/her yearly vacation accrual at the time of his/her canvass. Canvass vacations shall be considered approved. Vacation requests that occur outside of the canvass shall be on a first come, first serve basis. Nothing herein shall limit the Employer from later denying a canvassed vacation request where operational needs warrant. The parties agree to discuss the progress of the vacation canvass in Labor-Management meetings throughout calendar year 2014. In calendar year 2015, should the parties not mutually agree to continue vacation canvass as the method for advanced scheduled of vacation requests, the canvass method shall cease and the parties shall return to the provisions referenced in the preceding two paragraphs above.

If an employee is called back to work from a scheduled vacation due to operational needs, the employee may take the vacation at a later time. The employee will be compensated at one and one- half (1-1/2) times his/her total rate of pay for the time the employee is on recall status.

Section 25.4 Prior State Service. Any employee hired before July 1, 1986, who was employed by the State or any political subdivision of the State is entitled to have prior service with these agencies counted as service with the Employer for the purpose of computing vacation leave. The anniversary date of employment for the purpose of computing vacation leave is the anniversary date of the prior service with the State or other political subdivision. With respect to employees hired after July 1, 1986, only prior service with the Employer and other State Agencies shall be counted for the purpose of computing vacation leave entitlement.

Section 25.5 Payment Upon Separation. Upon separation from service for any reason, all vacation leave balances will be paid to the employee or the employee's estate as provided by law, at his/her current total rate of pay, at the time that the employee receives a paycheck for

the final period of work. Employees separating from employment with less than six months total service will not be paid for any accrued vacation.

Section 25.6 Annual Conversion. In the pay period including December 1, 2012, December 1, 2013, and December 1, 2014, each employee who has used less than forty (40) hours of sick leave in the previous twenty-six pay periods will be offered the opportunity to convert to cash any of the employee's accrued, unused vacation leave to a maximum of forty (40) hours at the current rate of pay provided the employee maintains a minimum balance of forty (40) hours of vacation leave or compensatory time after the conversion.

Section 25.7 State Law. This Article shall supersede those provisions of Ohio Revised Code Sections 124.13 and 9.44 and any other related provision relating to vacation leave.

ARTICLE 26
SICK LEAVE

Purpose The purpose of this policy is to establish a consistent method of authorizing employee sick leave, defining inappropriate use of sick leave and outlining the discipline and corrective action for inappropriate use. The policy provides for the equitable treatment of employees without being arbitrary and capricious, while allowing Management the ability to exercise its administrative discretion fairly and consistently.

Section 26.1 Sick Leave Accrual. Beginning with the pay period which includes December 1, each full-time employee shall accrue sick leave at a rate of 3.1 hours for each eighty (80) hours in active pay status, excluding overtime hours, not to exceed eighty (80) hours in a twelve (12) month period, beginning with the base pay period.

An employee who is not a full-time employee shall receive 3.1 hours of credit for each 80 hours of completed service not to exceed eight (80) hours in any twelve (12) month period beginning with the base pay period. No sick leave shall be credited for overtime hours.

Employees who are in active pay status or receiving Workers Compensation benefits shall be credited with those sick leave hours which they normally would have accrued upon their approved return to work.

Sick leave shall be charged in minimum units of one-half (1/2) hour. Employees shall be charged sick leave only for the days and hours which they would have otherwise been regularly scheduled to work. Sick leave shall not exceed the amount of time an employee would have been regularly scheduled to work in any pay period.

An employee must maintain a sick leave balance above 16 hours in order to be paid at one hundred percent (100%) of their total rate of pay for their sick leave usage. All sick leave hours used, when the employee balance is at 16 hours or less, shall be paid at eighty-five percent (85%).

Employees may elect to utilize sick leave to supplement an approved Disability Leave, Workers Compensation Claim or Childbirth Adoption Leave. Sick leave used for these supplements shall be paid at a rate of one hundred percent (100%) notwithstanding the schedule previously specified. In addition, the eighty-five percent (85%) rule will not apply to sick leave used for the fourteen (14) day waiting period prior to receipt of disability benefits or qualified FMLA.

After employees have used all of their accrued sick leave, they may, at the Employer's discretion, use accrued vacation, compensatory time or personal leave. Sick leave may accumulate without limit.

Section 26.2 Carry-Over and Conversion. Employees will be offered the opportunity to convert to cash any part of their sick leave accrued during the past twelve (12) months. The cash conversion of the sick leave accrued and not used for the usage period in the subsequent years of this Agreement shall be at the following rate:

Number of Hours Subject to Cash Conversion	Percent of Regular Rate
80	75%
72 to 79.9	70%
64 to 71.9	65%
56 to 63.9	60%
48 to 55.9	55%
47.9 and less	50%

The payment shall be paid in the first pay received in December of each of the subsequent years of the Agreement. An employee not exercising a choice will automatically have the hours carried forward. An employee, who has a minimum of one (1) year of state service with the State of Ohio and terminates state service or retires, shall convert to cash, at the employee's total rate of pay, any sick leave accrued within three (3) years of separation, at the rate of fifty percent (50%). If an employee dies, the converted sick leave shall be paid to his/her estate. An employee who is granted military leave or leave without pay may be paid for accrued sick leave or may keep it in reserve for use upon return at his/her discretion. An employee who is reinstated or recalled from layoff and who received a lump sum payment for unused sick leave may have such days restored by returning the amount paid by the Employer for the number of days to be restored.

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

Section 26.3 Sick Leave Uses. Sick leave may be used by employees only for the following reasons:

1) Illness, injury or pregnancy related conditions;
2) Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees;
3) Medical, psychological, dental or optical examination of the employee by an appropriate practitioner;
4) Illness, injury or pregnancy related condition of a member of the employee's family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member;
5) Medical, psychological, dental or optical examination of a member of the employee's family by an appropriate practitioner, where the employee's presence is reasonably necessary; and
6) Death of a member of the employee's family not otherwise covered by Bereavement/Funeral Leave. Such usage shall be limited to a reasonably necessary time not to exceed five (5) days.

An employee may use up to 10 days of sick leave for parenting following the birth of a child or an adoption.

Section 26.4 Notification. An employee who is unable to report for work, and who is not on a previously approved day of vacation, sick leave, personal leave, or leave of absence, shall notify

the employee's immediate supervisor that he/she will be unable to report for work. This notification must be made within one-half (1/2) hour after the time the employee is scheduled to report for work, unless emergency conditions prevent such notification. If the condition giving rise to the request for sick leave continues past the first day, the employee will notify his/her immediate supervisor every subsequent day on which sick leave will be requested, unless prior notification was given of the specific number of days to be taken off.

If the absence is being utilized for an approved Family Medical Leave condition or event, the employee shall also indicate that he or she is utilizing Family Medical Leave when notifying the immediate supervisor of the absence. Upon returning to work, an employee shall immediately submit to his/her supervisor a sick leave request form and any physician's statements which the Employer may request pursuant to Section 26.5 of this Article.

Section 26.5 Health Care Provider. For all illness related absences, after an employee's sick leave balance falls below sixteen (16) hours, the employee shall be required to provide a statement, written and signed by a health care provider, verifying that the employee or the member of the employee's immediate family has been examined. The requirements shall be in effect until such time as the employee has accrued a sick leave balance of sixteen (16) hours or more. However, if the Employer finds mitigating or extenuating circumstances surrounding the employee's use of sick leave, then the health care provider's verification need not be required.

Those employees who have been required to provide a health care provider's verification will be considered for approval only if the health care provider's verification is provided with submission of the employee's timesheet pertaining to the leave usage.

When unauthorized use, misuse or abuse of sick leave is substantiated the Employer will effect progressive discipline according to Article 15 of the Agreement.

Section 26.6 Sick Leave Policy. It is the policy of the Office of the Attorney General to not unreasonably deny sick leave to employees when requested. It is also the policy of the Office of the Attorney General to take corrective action for unauthorized use of sick leave and/or abuse of sick leave. It is further the policy of the Office of the Attorney General that when corrective and/or disciplinary action is taken, it will be applied progressively and consistently.

It is the desire of the Office of the Attorney General that when discipline is applied, it will serve the purpose of correcting the performance of the employee.

Definitions

A. Sick Leave:

Absence granted per negotiated contract for medical reason.

B. Unauthorized use of sick leave:

1. Failure to notify supervisor of medical absence;
2. Failure to complete standard sick leave form;
3. Failure to provide physician's verification when required;
4. Fraudulent physician verification.

C. Misuse of sick leave:

Use of sick leave for which it was not intended or provided.

D. Pattern abuse or misuse:

Consistent periods of sick leave usage, for example:

1. Before, and/or after holidays;
2. Before, and/or after weekends or regular days off;

3. After pay days;
4. Any one specific day;
5. Absence following overtime worked;
6. Half days;
7. Continued pattern of maintaining zero or near zero leave balances; and
8. Excessive absenteeism.

Procedure/Abuse or Misuse 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 for the employee or for a member of the employee's immediate family, a certificate from a licensed physician stating the nature of the condition, may be required by the Employer to justify the use of sick leave.

A physician's statement may also be required if the condition giving rise to the request for sick leave exceeds three (3) consecutive work days. Falsification of either the signed statement or a physician's certificate shall be grounds for disciplinary action which may include dismissal.

The parties recognize that abuse of sick leave by an employee places an additional burden on other employees who do not abuse their right to sick leave and also impairs the Employer's ability to provide efficient and satisfactory services to the public. Abuse of sick leave shall be grounds for disciplinary action.

Section 26.7 Restoration of Sick Leave Credit. The previously accumulated sick leave balance of an employee who has been separated from his/her position with the Employer but who has not received sick leave separation payments shall be placed to the employee's credit upon re-employment with the Employer. Such re-employment must take place within ten (10) years of the date on which the employee was separated. The employee shall be responsible for notifying the appointing authority of the amount of unconverted creditable sick leave and the employee shall provide reasonable documentation in support of any such claim.

Section 26.8 Transfer of Sick Leave Credit. With agency verification, an employee who transfers from another state agency or another political subdivision of the State shall be credited with the unused sick leave credit balance from the prior employer, provided that such sick leave credit balance was not converted to cash.

Section 26.9 Leave Donation Program. Employees may donate paid leave to a fellow employee who is otherwise eligible to accrue and use sick leave and is employed by and on the payroll of the Office of the Attorney General. The policy/rule established by the Department of Administrative Services shall govern leave donations.

ARTICLE 27
LEAVE WITH PAY

Section 27.1 Court Leave. The Employer shall grant court leave to any employee who:

1) Is summoned for jury duty by a court of competent jurisdiction, or
2) 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 has a personal interest in the action.

Employees granted court leave shall be compensated at their total rate of pay. Employees who are scheduled to work a shift other than the day shift shall be reassigned to the day shift during the period of service on a jury. When not impaneled for actual service and only on call, an employee shall report to work as soon as reasonably possible after notification that his/her services will not be needed. However, if there are fewer than two (2) hours remaining in the work day or four (4) hours if the court is in a county other than the employee's work location)

when the employee is notified that his/her services are not needed, the employee need not report to work.

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 be remitted by an employee to the Employer unless the compensation is twenty dollars ($20) or less per day then the employee may retain the compensation but shall submit a copy of the check or warrant received.

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

An employee who is the appellant in any action before the state personnel board of review and is in active pay status at the time of a scheduled hearing before the board shall be granted court leave with full pay for purposes of attending the hearing.

This does not apply to employees who are summoned to testify as a result of secondary employment outside of service to the State. Employees subpoenaed to proceedings on behalf of an employer other than the State must use available accrued leave before being granted leave without pay. Employees using such accrued leave shall not be required to remit any fees received.

This section shall supersede the provisions of Ohio Administrative Rule No. 123:1-34-03.

Section 27.2 Military Leave. Employees who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or members of other reserve components of the armed forces of the United States are entitled to a military leave of absence from their duties without loss of pay, for such time as they are in the military service on field training or active duty for a period not to exceed thirty-one (31) days in any one (1) calendar year. The maximum number of hours for which payment can be made in any one (1) calendar year is one hundred-seventy six (176) hours.

Employees shall receive compensation they would have received for up to thirty-one (31) days in a calendar year even though they served for more than thirty (31) days of such year on field training or active duty. There is no requirement that the service be for one (1) continuous period of time.

Employees are required to submit to their Employer an order or statement from the appropriate military commander as evidence of military duty before military leave with pay will be granted.

This section shall supersede Ohio Administrative Rule No. 123:1-34-04.

Section 27.3 Bereavement/Funeral Leave. Upon the death of a member of an employee's family, the employee shall be entitled to three (3) consecutive work days, or a maximum of twenty- four (24) hours, Bereavement/Funeral Leave. This time may be extended with the use of vacation leave, personal leave or sick leave upon the approval of the employee's supervisor subject to the provisions of Articles 24, 25 and 26 of this Agreement. No reasonable request shall be denied. Bereavement/Funeral Leave shall not accumulate and shall not be charged to sick leave. Bereavement leave must begin within (7) days of the date of death of the family member or the date of the funeral.

Section 27.4 Emergency Leave. Employees directed not to report to work or sent home by the Employer due to weather conditions, or another emergency shall be granted leave with pay at

their total rate of pay for their scheduled work hours during the duration of the emergency.

Employees who have been declared by the Employer as "essential employees" are expected to report to and remain at work if a weather emergency or other emergency has been declared, unless otherwise advised. During regularly scheduled hours, essential employees shall be paid at their total rate of pay for hours worked during the emergency, plus hour-for-hour compensatory time for the hours worked during the emergency. Any overtime shall be paid in accordance with the terms of this Agreement.

Employees who have not been declared by the Employer as "essential employees" will not normally be required to report to or remain at work during a weather emergency or other emergency. Such employees who volunteer to remain at work during a weather emergency or other emergency shall be paid at their total rate of pay. Should an employee not designated as essential be required by their supervisor to remain at work during a weather emergency or other emergency due to the absence of essential employees, he/she shall be paid at his/her total rate of pay for hours worked during the emergency, plus hour for hour compensatory time for the hours worked during the emergency. Any overtime shall be paid in accordance with the terms of this Agreement.

A weather emergency shall be considered to exist when the Director of Public Safety declares travel hazardous on state roads and highways. In the absence of a directive from the Governor, only the Attorney General or the Chief of Staff can declare an emergency and the office closed.

If a Level 3 weather emergency (e.g., travel restricted to emergency vehicles only) is declared in counties where employees reside, travel through and/or work, employees shall not report to work until the Level 3 is lifted. If the Level 3 is lifted prior to the mid-point of employees' work schedules, employees are to immediately report to work or take vacation, personal, or compensatory leave, or be charged leave without pay for the remainder of their work schedule. If the Level 3 is lifted after the mid-point of the employees' work schedules, employees will not be expected to report to work and will not be charged leave time.

Any employee scheduled to be on pre-approved leave prior to the declaration of a weather emergency or other emergency shall be charged for such leave time. This section shall supersede Ohio Administrative Rule No. 123:1-46-01.

Section 27.5 Professional Meetings. Employees with technical or specialized skills and who exercise independent judgment in their jobs may request leave with pay to attend work-related professional meetings. Such leave may be granted by the Employer if the meetings would contribute to and not disrupt Employer operations.

Section 27.6 Administrative Leave with Pay. The Employer may, in its discretion, place an employee whose salary or wage is paid directly by warrant of the auditor of state on administrative leave with pay. Such leave is to be used only in circumstances where the health or safety of an employee or of any person or property entrusted to the employee's care could be adversely affected. Compensation for administrative leave shall be equal to the employee's total rate of pay. The length of such leave is solely at the discretion of the appointing authority, except that the length of the leave shall not exceed the length of the situation for which the leave was granted.

ARTICLE 28
LEAVE OF ABSENCE WITHOUT PAY

Section 28.1 Requesting Leave of Absence without Pay. A leave of absence without pay may be granted to an employee subject to the operational needs of the Employer. A request for leave of absence without pay shall be submitted in writing before the leave is taken and shall

state the reasons for taking leave of absence and the dates for which such leave is being requested. An employee who takes leave without pay without prior approval may be subject to discipline up to and including termination.

Section 28.2 Length of Leave. Upon written request, leave may be granted for any personal reason including but not limited to pregnancy or child care for a maximum duration of six (6) months. Leave of absence without pay may be granted for a maximum period of two (2) years for purpose of education or training which would be of benefit to the Employer. Renewal of extension beyond the two (2) year period shall not be allowed.

Requests for leave of absence without pay for purposes of child care shall be considered on a non- discriminatory basis without regard to the sex of the employee and will not be unreasonably denied. An adoptive parent's request for leave of absence for purposes of child care shall be considered on the same basis as that of a biological parent under similar circumstances.

Section 28.3 Extended Illness. A leave of absence without pay of up to one (1) year may be granted for an extended illness after an employee has exhausted all but forty (40) hours of other paid leave of Article 29. Prior to requesting an extended illness leave, the employee shall inform the Employer in writing of the nature of the illness and the estimated length of time needed for leave, with written verification by a medical doctor. The employee may be required to provide periodic written verification by a medical doctor indicating the diagnosis and expected duration of the illness. The Employer may require an examination by a physician paid by the Employer to evaluate the employee's ability to return to work. If on the basis of this examination it is determined that the employee is physically capable of returning to work, the leave may be canceled.

Section 28.4 Application of the Family Medical Leave Act. A Family Medical Leave Act policy shall be maintained by the Employer, except that the Employer shall modify its policy to permit an employee who uses family medical leave to retain up to forty (40) hours of paid leave.

Section 28.5 Abuse of Leave. If it is found that a leave is not actually being used for the purpose for which it was granted, the Employer may cancel the leave and direct the employee to report for work by giving written notice to the employee.

Section 28.6 Failure to Return. An employee who fails to return to duty within three (3) working days of the completion or a valid cancellation of a leave of absence without pay 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.

Section 28.7 Return to Service. Upon completion of a leave of absence, the employee is to be returned to the classification or position formerly occupied, or to a similar classification or position if the employee's former classification or position no longer exists. The Employer has the right to fill the position formerly occupied when the Employer feels it necessary. An employee may be returned to active pay status prior to the originally scheduled expiration of the leave if such earlier return is agreed to by both the employee and the Employer.

Section 28.8 Service Credit. Time spent on authorized leaves of absence without pay will count towards seniority including service credit for annual step increases, layoff purposes, and for computing the amount of vacation leave, provided the employee is properly returned to service and is not serving a probationary period.

Employees who do not return to service from a personal leave of absence shall not receive service credit for the time spent on such leave.

The period during which an employee is on a leave without pay shall not be counted towards an employee's original or promotional probationary period.

Section 28.9 Holidays. A leave of absence without pay shall not begin or end on a holiday.

Section 28.10 Civil Service Examinations. A provisional employee who is on a leave of absence without pay is responsible for obtaining information about and participation in any tests given for employee's classification during such leave and may be replaced from an eligible list.

Section 28.11 State Law. This Article supersedes only those provisions of Ohio Administrative Code Section 123:1-34-01 relating to Leave of Absence Without Pay.

ARTICLE 29
DISABILITY LEAVE AND WORKERS' COMPENSATION

Section 29.1 Disability Leave. The granting of disability leave benefits shall be governed by the provisions of Ohio Administrative Code Chapter 123:1-33, in effect on the effective date of this Agreement, except as expressly modified by this Article. Applications for disability benefits shall be submitted to the Employer's Human Resources. The Employer shall process these forms in a timely manner. If an employee has received a notice of a pre-disciplinary conference in accordance with Article 15, Section 4 of this Agreement prior to filing for benefits under this Article, the Employer may proceed to process and impose such discipline, if any, prior to the employee receiving any disability benefits.

Section 29.2 Minimum Benefit Level. The disability waiting period shall be fourteen (14) days. The minimum level of approved disability leave benefits, pursuant to this Article, shall be no less than seventy percent (70%) of the eligible employee's total rate of pay for the first six (6) months. If the disability is not of a permanent nature, benefits may be extended for an additional eighteen (18) months at fifty percent (50%) of the employee's total rate of pay.

Section 29.3 Disability Review. The Employer shall cooperate with the Department of Administrative Services to ensure that applications for disability leave benefits are handled in an expeditious and confidential manner.

Section 29.4 Dissemination of Information. Explanatory materials concerning the disability leave program which are produced by the Department of Administrative Services shall be made available to Union representatives, stewards or individual employees upon request. Union stewards may attend the disability orientation program conducted by the Department of Administrative Services.

Section 29.5 Health Insurance. Employees receiving Workers' Compensation Benefits for a claim arising from employment with the Office of the Attorney General who have health insurance shall continue to be eligible for such insurance. The Employer will pay the employee's share of health insurance after three (3) months for a period not to exceed twenty-four (24) months.

Section 29.6 Coverage for Workers' Compensation Waiting Period. An employee shall be allowed full pay during the first seven (7) days of absence with respect to an initial claim filed with the Bureau of Workers' Compensation when he/she suffers a work-related injury or contracts a service related illness. The employee must submit the initial claim form to Human Resources to receive payment. If an employee receives a Workers' Compensation award for the first seven (7) days, the employee will reimburse the Employer for payments received under this

Article.

Section 29.7 Other Leave Usage To Supplement Workers' Compensation. Employees may use sick leave, personal leave or vacation to supplement Workers' Compensation payments up to one hundred percent (100%) of the employee's total rate of pay.

ARTICLE 30
HEALTH AND LIFE INSURANCE

Section 30.1 Health Insurance. The Employer shall provide the same comprehensive health care insurance program as is provided for in the collective bargaining agreement between the State of Ohio and OCSEA, including the same level of benefits and costs to employees set forth in that agreement. This includes the provision that employees called to active military duty by the Federal Government continue to be eligible for full health care benefits during their tour of duty. Their dependents also continue to be eligible for health care benefits during their active duty.

Section 30.2 Life Insurance. The Employer will provide group life insurance coverage at no cost for all employees after 1 year of continuous service. The amount of insurance provided for each full- time employee shall be equal to the employee's annual salary, rounded upward to the next higher thousand. The amount of insurance for part-time employees shall be equal to their total rate times the number of hours they work per year. The amount of insurance provided to employees sixty-five (65) years of age but under seventy (70) years of age shall be reduced to sixty-five percent (65%). For employees age seventy (70) and over, the amount of insurance provided shall be reduced to fifty percent (50%).

In the event an employee terminates from state service, or is on an unpaid leave of absence, or reaches age seventy (70), the employee may convert his/her life insurance to a private policy by paying the premium rate within the thirty (30) day conversion privilege date.

In the event an employee goes on an extended medical disability, or is receiving Workers' Compensation benefits, the Employer shall continue at no cost to the employee the coverage of the group life insurance for such employee for the period of such extended leave, but not beyond three (3) years.

Section 30.3 Ancillary Benefits. The Employer agrees to continue in force the benefits in effect at the time of ratification of this Agreement for vision and dental plans. These benefits shall not be changed without the agreement of the Union.

Section 30.4 Optional Life Insurance. To the extent that the State of Ohio offers an optional term life insurance plan, the same plan will be offered to employees in the bargaining unit.

ARTICLE 31
WAGES

Section 31.1 Schedule of Pay Adjustments. There shall be no general wage increase from the effective date of this Agreement through August 31, 2015.

Section 31.2 Step Movement. During the period from September 1, 2009 through August 27, 2011, there shall be no non-probationary step movements, including any step movement provided for in other provisions of this Agreement. Step movement shall resume on August 28, 2011. Employees hired or promoted between September 1, 2009 and August 27, 2011 shall not receive a probationary step increase. Upon resumption of step movement, the employee's step date shall be the employee's date of hire or promotion. No retroactive movement shall occur for the two (2) years that have been skipped. Upon resumption of step movement, newly hired employees will move to the next step in their pay range after completion of their

probationary period. In periods other than September 1, 2009 through August 27, 2011, subsequent step movement shall occur after one (1) year of satisfactory service following the completion of probation in the classification.

Section 31.3 Longevity Pay. Beginning on the first day of the pay period within which an employee completes five (5) years of total state service, each employee will receive an automatic salary adjustment equivalent to one-half (1/2) percent times the number of years excluding any service time earned between July 1 2003, and June 30, 2005, of service times the first step of the pay rate of the employee's classification for a total of twenty (20) years. This amount will be added to the schedule rate of pay. The granting of longevity adjustments

shall not be affected by promotion, demotion, or other changes in classification held by the employee.

Only service with state agencies, i.e., agencies whose employees are paid by the Office of Budget and Management, will be counted for the purposes of determining the rate of accrual for new employees in the bargaining unit. Service time for longevity accrual for employees employed by the Attorney General's Office prior to July 1, 1986, will not be modified by the preceding sentence.

Section 31.4 Promotions. Employees who are promoted shall receive an increase in their schedule rate of pay of approximately four percent (4%).

Section 31.5 Shift Differential. Bargaining unit members who are regularly assigned to work a shift starting at 3:00 p.m. or later and ending at or before 12:00 midnight shall be paid a thirty-five ($.35) per hour shift differential for all hours worked between 3:00 p.m. and 12:00 midnight. Employees on the third shift, whose work day begins at 10:30 p.m., and ends at 7:00 a.m., or employees whose shift is from 12:00 midnight to 8:00 a.m., shall be paid fifty cents ($.50) per hour shift differential for all regularly scheduled hours worked between 10:30 p.m. and 8:00 a.m.

ARTICLE 32
TRAVEL

In the event that travel is required of a bargaining unit employee in the course of his/her job responsibilities, travel procedures adopted by the Office of Budget and Management in place at the time that travel occurs shall apply. In cases where there are no OBM rates and/or procedures, the bargaining unit employees shall receive the rate established by the Internal Revenue Service at the time of travel.

ARTICLE 33
UNIFORMS AND TOOLS

Section 33.1 Uniforms. When the Employer requires an employee to wear a uniform, the Employer will furnish the uniform, including, if needed, winter outerwear, gloves, coveralls, etc. The Employer will keep the uniform in good repair and will replace it when the uniform is ruined through normal wear and tear, and requests for reimbursement will not be unreasonably denied. If the uniform needs repair or replacement due to the negligence of an employee, the employee will bear the cost of the repair or replacement. The Employer shall provide for cleaning of uniforms.

Office Services employees whose position descriptions include moving furniture and print shop employees shall receive one hundred-fifty dollars ($150) annual clothing allowance to be received in the pay period which includes July 1st.

Section 33.2 Tools. The Employer shall furnish and maintain in good condition the equipment needed by employees to perform their jobs. An employee shall promptly notify the Employer if any of the equipment needs repair or replacement.

ARTICLE 34
TECHNOLOGICAL CHANGE

When new equipment or technological changes significantly affect operations, the Employer will provide notice to the Union as soon as practical but not less than sixty (60) days in advance unless such changes are not within the control of the Employer. The Employer, whenever practical, will provide training to employees to acquire the skills and knowledge necessary in retraining for new procedures.

Reasonable notice shall be given in advance whenever there are technological changes that could potentially displace employees so that the affected employees may have the opportunity to be retrained. It shall be the responsibility of the employee to register for any such training offered.

The Employer will make every reasonable effort to schedule any such training during normal working hours. Training will be at the Employer's expense.

If an employee affected by technological change is unable to satisfactorily complete the required training, the Employer will make a good faith effort to place the employee in a position similar to the position previously held. If the new position is at a pay level less than the employee is presently receiving, the employee's salary shall be frozen until such time as the rate of pay for the new position is equal to the employee's current rate of pay.

The Union shall have one representative on the Employer's Information Technology (IT) Committee who shall have the responsibility to report to the union officials and to raise issues or concerns of the union at the IT committee meetings.

ARTICLE 35
CONTRACTING OUT

Section 35.1 Policy. It is the intention of the Employer to utilize bargaining unit employees to perform work which they currently perform. The Employer will not contract or subcontract out for work for the sole purpose of eliminating or eroding the bargaining unit. However, the Employer reserves the right to contract out any work it deems necessary or desirable to achieve greater efficiency, economy, programmatic benefits or other related factors.

Section 35.2 Applications. If the Employer is considering contracting out a function or service for the first time which is bargaining unit work, the Employer shall provide reasonable advance notice in writing to the Union for minor contracting out or as much as practicable but not less than ninety (90) days for major contracting out. Upon request, the Employer shall meet with the Union prior to making a decision to contract out and discuss the reasons for the proposal and provide the Union an opportunity to present alternatives which would provide greater efficiency, economy, or programmatic benefits.

An employee who is displaced as the direct result of the Employer's decision to contract out will have the opportunity to fill any then existing vacancies in a classification with the same pay range as that currently held by the employee.

Bargaining unit employees will not be responsible for training contract workers, except employees may be required to provide orientation and training related to Employer policies, procedures and operations.

ARTICLE 36
INDEMNIFICATION AND BONDING

Section 36.1 Indemnification. The Employer agrees to indemnify members of the bargaining unit for liability incurred in the performance of their duties in accordance with Section 9.87 of the Ohio Revised Code. The Employer shall further indemnify bargaining unit members, under the circumstances and in accordance with the procedures set forth in the Ohio Revised Code Section 9.87, from liability for compensatory or punitive damages incurred in the performance of their duties by paying any judgment in, or amount negotiated in settlement of, any civil action arising under the law of the State of Ohio, the law of any other state, or under federal law. The actions of the Ohio Attorney General pursuant to Section 9.87 of the Ohio Revised Code are not subject to the grievance or arbitration provisions of this Agreement.

Section 36.2 Bonding. Premiums for any bond required by the Employer or law for an employee to carry out his/her assigned duties shall be paid by the Employer.

ARTICLE 37
NO STRIKE/NO LOCKOUT

Section 37.1 No Strike. During the term of this Agreement neither the Union, its officers, representatives or agents nor any employee shall take part in, cause, aid, authorize or threaten a strike, slowdown, work stoppage, or other interruption or interference with the work of the Employer or any of its employees.

Section 37.2 No Lockout. During the term of this Agreement the Employer, its officials and its supervisors shall not threaten or cause a "lockout" of employees.

ARTICLE 38
CHILD CARE

Section 38.1 State Program. The Employer's obligation to implement this Article shall be contingent upon the establishment of the programs described herein by the State of Ohio, Department of Administrative Services.

Section 38.2 Child Care Reimbursement Procedures. Full-time employees who meet all of the following criteria shall be eligible for a lump sum payment payable between March 1 and May 15, of each year of this Agreement.

1) Employees must have been employed full-time since January 1 of the previous year to receive full reimbursement.
2) Full-time employees whose employment began after January 1 of the previous year are eligible for this program on a prorated basis.
3) Part-time employees shall be eligible for this program on a prorated basis for each calendar year in which they have completed one thousand forty (1,040) hours of work.
4) Employees shall only be eligible for this program if they had an adjusted gross family income of less than forty thousand dollars ($40,000) for the previous calendar year.
5) Had employment-related child care expenses in the previous calendar year equal to or greater than the amount of the lump sum payment.
6) Employment-related child care expenses must have been for those children who were under thirteen (13) years of age at the time the expenses were incurred.

No later than April 15, employees must submit a copy of their Form 1040 and a copy of their receipt(s) for child care expenses for the previous calendar year to be eligible for reimbursement.

1) Maximum reimbursement shall be as follows:
    a. $750.00 for one (1) eligible child

b. $1,050.00 for two (2) eligible children

c. $100.00 for each eligible child thereafter to a maximum family allotment of $1,500.00

2) Reimbursements shall be prorated by family income as follows:

Adjusted Gross Income	Percentage of Allotment
Less than $30,000	100% of maximum
$30,000 to $35,000	75% of maximum
$35,001 to $40,000	50% of maximum

Section 38.3 Dependent Care Spending Account Program. The Employer shall adopt a dependent care spending account program allowing employees to deposit pre-tax income into a dependent care spending account provided that the State of Ohio under the direction of OCB/DAS establishes such a plan.

ARTICLE 39
SAVINGS

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

ARTICLE 40
EFFECT OF AGREEMENT

This Agreement is a final and complete agreement of all negotiated items that are in effect throughout the term of the Agreement. No verbal statements shall supersede any provisions of the Agreement.

To the extent that this Agreement addresses matters covered by conflicting State Statutes or Administrative Rules in effect at the time of the signing of this Agreement, this Agreement shall take precedence and supersede all conflicting State laws. Where State Statutes or administrative rules provide benefits to employees in areas where this Agreement is silent, such benefits shall continue and be determined by the applicable Statutes or Rules.

Personnel policies and work rules shall be reasonable and shall be consistent with this Agreement. The Union shall be notified prior to the implementation of any new work rules, and shall have the opportunity to discuss them.

ARTICLE41
DURATION

Section 41.1 This Agreement shall continue in force and effect from September 1, 2012 through August 31, 2015. This Agreement shall constitute the entire Agreement between the parties. All rights and duties of both parties are specifically expressed in this Agreement. Any and all prior Agreements or understandings, written, oral or implied are hereby canceled

FOR OCSEA AFSCME

CHRIS MABE
President, OCSEA

PATRICIA HOWELL
Chief Negotiator/OCSEA Staff Rep

DEENA GRAY
Negotiation Team

AMBER VANDINE
Negotiation Team

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STEVE RAUBENOLT
Negotiation Team

APPENDIX A

CODE	CLASSIFICATION	PAY RANGE
12111AG	Clerk 1	03
12112AG	Clerk 2	04
12113AG	Clerk 3	26
12131AG	Telephone Operator 1	04
12322AG	Data Processor 2	25
12323AG	Data Processor 3	26
12332AG	Data Entry Operator 2	25
12333AG	Data Entry Operator 3	26
12340AG	AFIS Operator 1	25
12341AG	AFIS Operator 2	26
12371AG	Computer Operator 1	25
12372AG	Computer Operator 2	26
12511AG	Office Assistant 1	25
12512AG	Office Assistant 2	26
12513AG	Office Assistant 3	27
12551AG	Secretary	27
12561AG	Legal Secretary	28
12612AG	Word Processing Specialist 2	27
12721AG	Office Services Specialist	08
12722AG	Office Services Specialist Leader	30
16511AG	Account Clerk 1	26
16512AG	Account Clerk 2	27
16513AG	Account Clerk 3	28
16541AG	Claims Account Representative 1	27
16542AG	Claims Account Representative 2	28
16543AG	Claims Account Representative 3	29
16711AG	Crime Victims Claims Specialist	27
16811AG	Administrative Secretary	29

APPENDIX A cont'd

CODE	CLASSIFICATION	PAY RANGE
42111AG	Custodial Worker	04
52112AG	Auto Body Worker 2	08
52130AG	Automotive Service Worker	02
52131AG	Auto Mechanic 1	06
52132AG	Auto Mechanic 2	08
52113AG	Auto Mechanic 3	09
52134AG	Auto Mechanic 4	10
52733AG	Office Services Printing Leader	30
53111AG	Maintenance Repair Worker 1	06
53112AG	Maintenance Repair Worker 2	07
53113AG	Maintenance Repair Worker 3	09
63271AG	Records Management Officer	27
64431AG	Public Inquiries Assistant 1	27
64451AG	PAL Operator	26
64520AG	Purchasing Assistant	26
64521AG	Purchasing Specialist	28
64522AG	Purchasing Agent	28
64523AG	Purchasing Coordinator	30

APPENDIX B
CLASSIFICATION GROUPINGS

1.

12111AG	Clerk 1
12112AG	Clerk 2
12113AG	Clerk 3
12131AG	Telephone Operator 1
12511AG	Office Assistant 1
12512AG	Office Assistant 2
12513AG	Office Assistant 3
12551AG	Secretary
12561AG	Legal Secretary
12612AG	Word Processing Specialist 2
12721AG	Office Services Specialist
12722AG	Office Services Specialist Leader
16511AG	Account Clerk 1
16512AG	Account Clerk 2
16513AG	Account Clerk 3
16541AG	Claims Account Representative 1
16542AG	Claims Account Representative 2
16543AG	Claims Account Representative 3
16711AG	Crime Victim Claims Specialist
16831AG	Administrative Secretary
52733AG	Office Services Printing Leader
63271AG	Records Management Officer
64430AG	Public Inquiries Assistant 1
64451AG	PAL Operator
64520AG	Purchasing Assistant
64521AG	Purchasing Specialist
64522AG	Purchasing Agent
64523AG	Purchasing Coordinator

APPENDIX B cont'd

2.

12322AG	Data Processor 2
12323AG	Data Processor 3
12332AG	Data Entry Operator 2
12333AG	Data Entry Operator 3
12340AG	AFIS Operator 1
12341AG	AFIS Operator 2
12371AG	Computer Operator 1
12372AG	Computer Operator 2
42111AG	Custodial Worker
52111AG	Auto Body Worker 1
52112AG	Auto Body Worker 2
52130AG	Automotive Service Worker
52131AG	Auto Mechanic 1
52132AG	Auto Mechanic 2
52134AG	Auto Mechanic 3
53111AG	Maintenance Repair Worker 1
53112AG	Maintenance Repair Worker 2
53113AG	Maintenance Repair Worker 3

APPENDIX C

THE PARTIES AGREE THAT APPENDIX C WILL BE DELETED FROM THIS AGREEMENT IN ACCORDANCE TO THE AGREED REVISIONS IN ARTICLE 21.

APPENDIX D
WAGE SCALES

2012-2015

Pay Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
01	$13.15	$13.44	$13.71	$14.00	$14.32			
02	$13.56	$13.85	$14.17	$14.48	$14.84			
03	$14.00	$14.32	$14.67	$14.98	$15.38			
04	$14.48	$14.84	$15.20	$15.56	$15.95			
05	$14.98	$15.38	$15.77	$16.23	$16.52			
06	$15.56	$15.95	$16.37	$16.75	$17.19			
07	$16.23	$16.52	$16.93	$17.37	$17.86	$18.53		
08	$16.93	$17.37	$17.86	$18.53	$19.22	$20.05		
09	$17.86	$18.53	$19.22	$20.05	$20.97	$21.92		
10	$19.22	$20.05	$20.97	$21.92	$22.88	$24.04		
11	$20.97	$21.92	$22.88	$24.04	$25.22	$26.47		
12	$22.88	$24.04	$25.22	$26.47	$27.77	$29.10		
23	$13.71	$14.00	$14.32	$14.67	$14.98	$15.38		
24	$14.17	$14.48	$14.84	$15.20	$15.56	$15.95		
25	$14.67	$14.98	$15.38	$15.77	$16.23	$16.52		
26	$15.20	$15.56	$15.95	$16.37	$16.75	$17.19		
27	$15.77	$16.23	$16.52	$16.93	$17.37	$17.86	$18.53	
28	$16.52	$16.93	$17.37	$17.86	$18.53	$19.22	$20.05	
29	$17.37	$17.86	$18.53	$19.22	$20.05	$20.97	$21.92	
30	$18.53	$19.22	$20.05	$20.97	$21.92	$22.88	$24.04	
31	$20.05	$20.97	$21.92	$22.88	$24.04	$25.22	$26.47	
32	$21.92	$22.88	$24.04	$25.22	$26.47	$27.77	$29.10	$30.55
33	$24.04	$25.22	$26.47	$27.77	$29.10	$30.55	$32.01	$33.60
34	$26.47	$27.77	$29.10	$30.54	$32.01	$33.60	$35.26	$36.98
35	$29.10	$30.54	$32.01	$33.60	$35.26	$36.98	$38.78	$40.76
36	$32.01	$33.60	$35.26	$36.98	$38.78	$40.76	$42.78	$44.92

APPENDIX E
CASH BONUS PROGRAM FOR COLLECTIONS ENFORCEMENT SECTION

The Cash Bonus Program for the Collections Enforcement Section provides supplemental compensation for employees in the Claims Account Representative (CAR) classification who exceed production and performance standards. This provision shall continue as long as mutually agreed by both parties. The conditions noted herein are agreed to by the representatives. The provisions of this Appendix may be grieved by the Union or its members only at Step #2 of the grievance procedure. None of these provisions shall be subject to arbitration or appeal by the Union to any legal or administrative tribunal, except for disciplinary actions administered pursuant to Article 15 of this agreement.

A. BACKGROUND

The parties have mutually agreed to cease the current iteration of the Incentive Program for Collections Enforcement, effective September 1, 2012. However, the parties have mutually agreed to implement a Cash Bonus Program for CARs in lieu of returning all employees in the Claims Account Representative series to the position of Claims Account Representative and to pay range 27 at the step closest to their previous rate, as provided for in the parties' 2009-2012 agreement.

This program applies to all employees classified as CARs, including those CARs that are responsible for collecting revenue (hereinafter "CAR (Dollars)") and those that are generally responsible for managing correspondence and external vendor accounts, but do not collect revenue as part of their normal daily responsibilities (hereinafter "CAR (Paper)").

B. EXPECTATIONS

1. CAR (Dollars) Expectations:

The Employer has implemented collections expectations for CAR (Dollars) which will utilize factors appropriate to the CAR's unit. These expectations for CAR (Dollars) may include, but are not limited to, the following considerations: revenue recovered; monthly statistics (which may include but are not limited to phone contacts, correspondence sent and received, customer service response, desk reviews, and phone monitoring).

2. CAR (Paper) Expectations:

The Employer has implemented collections expectations for CAR (Paper) which will utilize factors appropriate to the CAR's unit. These expectations for CAR (Paper) may include, but are not limited to, the following considerations: monthly statistics (which may include but are not limited to checks posted and accounts worked).

The Employer will conduct a review of the expectation standards each year. It is understood and agreed by the parties that some of the factors utilized in the performance standards are subject to the changes in numbers of accounts, size of accounts, and number of clients the Collections Enforcement Section would have at a given time. It is acknowledged by all parties that adjustments to performance standards will be necessary. If additional expectations are required that would result in a substantial change in the duties of the CARs, the Employer will notify the Union. In addition to performance standards unique to each unit within the Collections Enforcement section, the Collections Enforcement section as a whole will maintain collections expectations in order to

achieve the greatest possible revenue to the state.

C. PROGRAM

1. **WAGES:** The Cash Bonus Program will begin with the pay period that includes January 1, 2013. Effective October 1, 2012, all employees in the classification of CAR 1, 2, or 3 will maintain their current classification of a CAR 1, 2, or 3, and will maintain any accompanying wages associated with their classification. A CAR will continue to be eligible for subsequent step movement on the employee's anniversary date in accordance with Article 31 of the parties' agreement, regardless of whether the employee received a cash bonus in the prior year.

2. **ELIGIBILITY:** To be considered for a cash bonus of any amount, the bargaining unit member must meet the following criteria:

    a. The employee must have successfully completed his/her initial probationary period;
    b. The employee must not have active discipline in excess of a written reprimand; and
    c. The employee must not have two (2) or more performance review rankings of "does not meet" expectations on the employee's last annual performance evaluation.

3. **CASH BONUS:** Should the employee **AND** the section (Collections Enforcement) meet the above-referenced criteria, the employee will be eligible to receive a cash bonus in a range of $150 to $300 per quarter, to be distributed in the second pay period of the months of February, May, August, and November, or as soon as can feasibly be processed.
    a. $150 – To be awarded to eligible CARs whose performance exceeded expectations by at least ten percent (10%);
    b. $300 – To be awarded to eligible CARs whose performance exceeded expectations by at least twenty percent (20%);
    c. No employee shall receive more than $1,200 in cash bonuses in one (1) year. Such cash bonus shall be subject to the same payroll withholdings as the employee's regular salary; and
    d. Both the CAR and the Collections Enforcement section must meet its quarterly goal for the CAR to be eligible for any quarterly cash bonus.

D. SUNSET PROVISION

So long as the parties mutually (both) agree to continue the Cash Bonus Program, the program will continue. If both parties do not agree to continue the program, the parties will meet to discuss an alternative program. Any alternative program mutually agreed to by the parties will include a provision that all employees in the classification of CAR 1, 2, or 3 will maintain their current classification of a CAR 1, 2, or 3 and in pay grades 27, 28, and 29, respectively, and will maintain any accompanying wages associated with their respective classification.

The parties further agree to meet annually in May or June to review the implementation of this program.

INDEX

SUBJECT	PAGE
Child Care	41
Contracting Out	40
Definitions	4
Disability & Workers Compensation	37
Discipline	16
Duration	43
Effect Of Agreement	42
Employee Assistance Program	11
Grievance Procedures; Arbitration	17
Health And Life Insurance	38
Holidays	25
Indemnification And Bonding	41
Job Audits	23
Labor-Management Committee	10
Layoffs/Recalls	22
Leave Of Absence Without Pay	35
Leave With Pay	33
Management Rights	9
No Strike/No Lockout	41
Non Discrimination	6
Performance Evaluations	15
Personal Leave	26
Personnel Files	14
Preamble	4
Preamble	4
Probationary Employees	14
Promotions And Transfers	21
Recognition	6
Safety And Health	11
Savings	42
Seniority And Service	21
Sick Leave	30
Technological Change	40
Temporary Appointments	14
Temporary Appointments	22
Training/Continuing Education	20
Travel	39
Uniform And Tools	39
Union Dues	8
Union Rights	7
Vacation	28
Wages	38
Workweek, Standard Work Hours And Overtime	12