

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF OHIO  
EASTERN DIVISION**

UNITED STATES OF AMERICA,

Plaintiff,

Case No. 2:05CV-0799

-vs-

JUDGE FROST

STATE OF OHIO; OHIO ENVIRONMENTAL  
PROTECTION AGENCY; OHIO DEPARTMENT  
OF ADMINISTRATIVE SERVICES, *et al.*,

MAGISTRATE JUDGE KING

Defendants.

\* \* \* \* \*

EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION,

Plaintiff,

Case No. C2-05-881

-vs-

JUDGE FROST

OHIO CIVIL SERVICE EMPLOYEES  
ASS'N, LOCAL 11, AFSCME, AFL-CIO, *et al.*,

MAGSTRATE JUDGE KING

Defendants.

**ANSWER OF DEFENDANTS STATE OF OHIO, OHIO ENVIRONMENTAL  
PROTECTION AGENCY, AND OHIO DEPARTMENT OF ADMINISTRATIVE  
SERVICES, TO COMPLAINT OF INTERVENOR GLEN GREENWOOD [Doc. 44]**

For their answer to the complaint of intervenor Glen Greenwood herein (Case No. 2:05-CV-799, Doc. 44), the defendants State of Ohio (not including the State Employment Relations Board), the Ohio Environmental Protection Agency [“OEPA”], and the Ohio Department of Administrative Services [“ODAS”], through counsel, aver as follows:

- 1) The allegations of ¶¶ 3, 4, 7, 8 and 10 of the complaint are admitted.
- 2) The allegations of ¶¶ 24, 25 and 26 of the complaint are denied.

3) It is admitted that Greenwood invokes Title VII of the Civil Rights Act of 1964 in this action, that venue and jurisdiction are proper, and that Greenwood requested an accommodation of his putative religious beliefs. The remaining allegations of ¶¶ 1 and 2 of the complaint are denied.

4) It is admitted that the United States has filed a complaint in this action, which speaks for itself, and that the United States has certain Title VII enforcement responsibilities. It is denied that these responsibilities are appropriately exercised in this case. The remaining allegations of ¶¶ 5 and 6 of the complaint are denied.

5) It is admitted that ODAS and OEPA are agencies of the State of Ohio and an “employer” under 42 U.S.C. § 2000e. SERB is admitted to be an agency of the State of Ohio. The remaining allegations of ¶ 9 of the complaint are denied.

6) The allegations of ¶¶ 11 through 13 of the complaint are denied for lack of knowledge. It is specifically denied that Greenwood’s objections are “religious” within the meaning of Title VII.

7) It is admitted that Greenwood corresponded with the Ohio Civil Service Employees Association, Local 11, AFSCME, AFL-CIO [“OCSEA”], and filed an application to SERB seeking to redirect his fair share fee to a non-religious charity, that his application was denied, and that Greenwood corresponded with ODAS and OEPA. Greenwood’s correspondence and application, SERB’s decision, speak for themselves. The remaining allegations of ¶¶ 14 through 17 and 19 through 21 of the complaint are denied.

8) It is admitted that Greenwood filed a charge with the EEOC, and that conciliation was attempted but failed. The remaining allegations of ¶¶ 18, 22 and 23 of the complaint are denied.

9) Any allegation in the complaint of intervenor Greenwood, not specifically and explicitly admitted herein, is denied.

**AFFIRMATIVE DEFENSES**

10) The complaint fails to state a claim upon which relief can be granted.

11) Greenwood's objection to the payment of fair share fees is neither *bona fide* nor is it religious in nature.

12) Each and every accommodation demanded by Greenwood has been unreasonable.

13) Greenwood has failed to exhaust his administrative remedies as to some or all of his claims.

14) Greenwood's claims against the State of Ohio and its agencies are barred by the Eleventh Amendment to the United States Constitution and/or by sovereign immunity. Because of the nature of Greenwood's claims, discovery will be necessary in order to decide the extent to which the Eleventh Amendment is a bar to this action.

**CROSS-CLAIM**

15) Pursuant to O.R.C. Chapter 4117, the State of Ohio has entered into a collective bargaining agreement with the Ohio Civil Service Employees Association, Local 11, AFSCME, AFL-CIO ["OCSEA"], effective from March 1, 2003 through February 28, 2006. A true copy of relevant provisions is attached hereto as Exhibit A. A true copy of relevant provisions of the predecessor agreement, effective from March 1, 2000 through February 28, 2003, is attached hereto as Exhibit B.

16) Greenwood is, and has at all relevant times been, a member of a bargaining unit covered by the OCSEA collective bargaining agreements. Section 4.02 of each agreement requires the State to deduct and remit to OCSEA a fair share fee from the wages of all OCSEA

bargaining unit employees with more than sixty days of service who have not become members of OCSEA.

17) Section 4.04 of the OCSEA collective bargaining agreements provides:

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

18) Under § 4.04 of its collective bargaining agreements with OCSEA, the State of Ohio, OEPA and ODAS are entitled to indemnification from OCSEA for any and all back fair share fees that the State remitted to OCSEA, which the State, OEPA and/or ODAS may be required to refund, or contribute to a charity, as the result of any claim brought in this action by Greenwood, and for any attorney fees and/or costs of suit the State may be required to pay as the result of any claim brought in this action by Greenwood.

19) Under a common-law theory of unjust enrichment, the State of Ohio, OEPA and ODAS are entitled to indemnification, contribution, or other payment from OCSEA for any and all back fair share fees that the State remitted to OCSEA, which the State, OEPA and/or ODAS may be required to refund, or contribute to a charity, as the result of any claim brought in this action by Greenwood, and for any attorney fees and/or costs of suit the State may be required to pay as the result of any claim brought in this action by Greenwood. In the event that fair share fees were wrongfully forwarded to OCSEA, it would violate the public policy embodied within Title VII and O.R.C. Chapter 4112 to permit OCSEA to retain the beneficial enjoyment of some or all such funds.

20) Under a common law right of contribution, the State of Ohio, OEPA and ODAS are entitled to contribution from OCSEA in the amount of any and all back fair share fees which the State remitted to OCSEA, which the State, OEPA and/or ODAS may be required to refund,

or contribute to a charity, as the result of any claim brought in this action by Greenwood, and for any attorney fees and/or costs of suit the State may be required to pay as the result of any claim brought in this action by Greenwood.

WHEREFORE, the defendants State of Ohio (not including the State Employment Relations Board), OEPA and ODAS pray that the complaint of intervenor Greenwood be dismissed at Greenwood's cost. Only in the event the State is required to remit back fair share fees and/or attorney fees as a result of any claim brought by Greenwood, and the State is determined not to enjoy Eleventh Amendment immunity from such claims, the State prays that OCSEA be required to contribute to and/or to indemnify any such payments.

Respectfully submitted,

JIM PETRO  
The Attorney General of Ohio

*/s/ Jack W. Decker*

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Columbus OH 43215-3167

**CERTIFICATE OF SERVICE**

This will certify that the foregoing was filed electronically on February 3, 2006. Notice of this filing will be sent to all parties by operation of the Court's electronic filing system. Parties may access this filing through the Court's system.

*/s/ Jack W. Decker*

JACK W. DECKER  
Assistant Attorney General

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# CONTRACT

BETWEEN

**THE STATE  
OF OHIO**

AND

**THE OHIO CIVIL  
SERVICE EMPLOYEES  
ASSOCIATION**



AFSCME LOCAL 11  
AFLCIO

**2003-2006**

PENGAD-Bayonne, N.J.  
**DEFENDANT'S  
EXHIBIT**  
A

**"PREAMBLE"**

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

**ARTICLE 1 - RECOGNITION**

**1.01 - Exclusive Representation**

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

These classifications include those listed in Appendices A-H (bargaining units 3, 4, 5, 6, 7, 8, 9, 13 and 14). Any classifications added to the units shall be added to the appendices as though originally included.

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. Nor shall the Employer permit dues deduction for another organization purporting to represent employees on these matters or negotiate with employees over wages, hours and other terms and conditions of employment.

**1.02 - Inclusion/Exclusion of Existing Classifications**

If it is believed that the bargaining unit status of a position has changed for a reason other than fiduciary relation, the Office of Collective Bargaining or the Union, whichever is proposing the change, shall notify the other. Following such notice, a joint or single-party petition may be filed with the State Employment Relations Board (SERB). No change in bargaining unit status shall be effective prior to a final determination by SERB.

**1.03 - Fiduciary Positions**

The Employer will notify the Union when it plans to declare a bargaining unit position as fiduciary. The Union shall inform the Employer of its position in writing within forty-five (45) days of receipt of such notification. In the event the Union fails to respond within forty-five (45) days, the Employer's proposal will be deemed rejected and the matter will be scheduled for arbitration. When a dispute occurs over the designation of a position as fiduciary under the provisions of Section 124.11 of the Ohio Revised Code, the matter shall be resolved through discussion between the Deputy Director of the Office of Collective Bargaining and the Executive Director of the Union. If such discussion does not resolve the matter, either party may submit the issue to a mutually agreed upon arbitrator. No change in bargaining unit status shall be effective until formal written agreement is executed between OCB and the Union or a final determination is issued by the arbitrator. Once the matter has been resolved through this Section, a joint Petition





Agency to represent bargaining unit employees from other Agencies shall not be unreasonably denied. The Employer recognizes that to ensure adequate union representation, in occasional or unusual circumstances limited travel time for stewards may be necessary. The Union will notify the Agency in writing of the stewards designated prior to the steward assuming any duties.

It is understood that the release of stewards is for contract administration purposes. Reasonable diligence will be exercised by stewards in performing their duties so that they do not interfere with the operational needs of the Employer. Stewards and/or union representatives requiring release time for contract administration purposes, shall follow procedures outlined in Section 25.06 of the Agreement before leaving their work location. Stewards shall contact the supervisor or designee of an area to be visited and shall secure the signature of that supervisor or designee.

There shall be no cross-agency representation except as follows: a chapter president shall be allowed to cross Agency lines to represent employees covered by this Agreement in other Agencies when those Agencies' stewards are not available. The Agencies must be housed in the same building or facility ("facility" as used in this Article is defined to mean an institution or a complex of buildings in close physical proximity to one another). Agreement to such representation shall not be unreasonably denied.

### **3.03 - Union Activities**

Employees who are members of a Labor-Management Committee, Health and Safety Committee or other committees established in this Agreement shall, after giving reasonable notice to their supervisor, be permitted to attend such meetings. Unless mutually agreed otherwise, such meetings will be held during normal working hours. Time off shall include any time needed to travel to the committee meeting except that no overtime will be paid if the travel time extends beyond the normal work day. Reasonable time, not to exceed one (1) hour, shall be allowed during work hours of members of any committee established by this Agreement to caucus immediately before the meeting. Employee participation in grievance meetings shall be pursuant to Article 25.

### **3.04 - Meeting Space**

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

### **3.05 - Bulletin Boards**

The Employer shall provide a reasonable number of bulletin boards for the use of the Union. When a bulletin board exists in a State owned trailer the Union will be provided space on the bulletin board. In locations where locked bulletin boards exist, the Union shall be responsible for the key. In Mental Health, Mental Retardation and Corrections locked bulletin boards shall be provided in the institutions. The items posted shall not be political, partisan or defamatory. The Employer shall not remove materials from union bulletin boards.

### **3.06 - Mail Service**

The Union shall be permitted to use the State inter and intra-office paper mail system. This usage shall be limited to matters that involve the Union and the Employer. It is not to be used for the purpose of mass mailings to membership

and/or bargaining unit employees. The Employer agrees not to open employee union mail when clearly marked as such. Where security is of concern, the mail shall be opened in the presence of the addressee.

When feasible, and where equipment is currently available, Union stewards and/or officers may utilize electronic mail and/or facsimile equipment solely for contract enforcement and interpretation and grievance processing matters. Such transmissions will be primarily to expedite communication regarding such matters, will be reasonable with respect to time and volume, and limited to communications with the grievant, if any, appropriate supervisors and employee's staff representatives. Long distance charges which may be incurred must be approved prior to transmission.

### **3.07 - Union Orientation**

Where the Employer has a structured employee orientation program, the Union shall be permitted to make a presentation not to exceed thirty (30) minutes in duration regarding the Union. The Employer will notify the Union of newly hired employees at reasonable intervals, but no later than before a scheduled orientation session.

### **3.08 - Information Provided to the Union**

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

The Employer will provide the Union with a list of employees who have paid union dues and fair share fees. The list will accompany the transmittal of money.

The Employer will furnish tables of organization as prepared from time to time by the agencies covered by this Agreement.

### **3.09 - Printing of Agreement**

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

### **3.10 - Union Leave**

A reasonable number of local union representatives at any one time shall be allowed time off without pay for union business for state or area-wide meetings called by OCSEA, AFSCME Local 11 or its affiliates or state conventions or conferences called by OCSEA, AFSCME Local 11 or AFSCME and the state AFL-CIO annual convention or AFSCME international conventions, provided such representative shall give reasonable notice to his/her supervisor prior to such absence. However, with regard to state or area-wide meetings, leave requests may be limited for up to two (2) local union representatives from the same office, institution or division within a county. Leave requests shall not be unreasonably denied. If there is a denial, OCB shall promptly, at the earliest possible occasion, provide the Union with a written rationale for the denial. The Union shall provide five (5) calendar days advance written notice to the Office of Collective Bargaining for state conventions or conferences or state AFL-CIO annual convention or AFSCME International Conventions. The Union shall provide seven (7) calendar days advance written notice to the Office of Collective Bargaining for all other absences pursuant to this section, except where circumstances make such notice impossible, in which case the Union shall provide as much advance notice as practicable. Any grievance under this Section shall be filed at Step 5 to be arbitrated as soon as possible.

The President of OCSEA, AFSCME Local 11, may be placed on administrative leave pay to conduct union business. The Union shall reimburse the Employer for

During the term of this Agreement the Union may, from time to time, request to deduct union fees or contributions to union-sponsored benefit programs. The Employer will not unreasonably withhold approval.

**4.02 - Fair Share Fee**  
Any bargaining unit employee who has served sixty (60) days and who has not submitted a voluntary membership dues deduction following the effective date of this Agreement shall, within thirty (30) calendar days following the effective date of this Agreement, tender to the Union an amount equal to the dues paid by similar employees in the bargaining unit. The amount shall not exceed the dues paid by similar employees in the bargaining unit.

**4.03 - Maintenance of Membership**  
All employees in the bargaining unit who, on the effective date of this Agreement, are members of the Union and all employees who thereafter become members of the Union shall remain members of the Union at all times during the term of this Agreement. Employees who wish to terminate their membership shall notify the Union in writing of their intent to do so at least thirty (30) days prior to the expiration date of their membership. The Union shall not be required to accept the resignation of any member who fails to provide the required notice.

**4.04 - Indemnification**  
The Union agrees to indemnify and hold the Employer harmless from and against all claims, suits, orders or judgments brought or issued against the Union or any individual member of the Union as a result of the Union's representation of the Employer in the realm of collective bargaining.

**4.05 - Grievance Procedure**  
The Employer shall continue to provide an internal grievance procedure which complies with the requirements of the National Labor Relations Board. The Employer shall continue to provide an internal grievance procedure which complies with the requirements of the National Labor Relations Board.

**4.06 - Arbitration**  
The Employer shall continue to provide an internal grievance procedure which complies with the requirements of the National Labor Relations Board. The Employer shall continue to provide an internal grievance procedure which complies with the requirements of the National Labor Relations Board.

**4.07 - Union Dues Deduction**  
The Employer shall deduct bi-weekly membership dues payable to the Union from the wages of all employees who are members of the Union and who have authorized the Employer to do so. The Employer shall not be required to deduct dues from employees who are not members of the Union or who have not authorized the Employer to do so.

**4.08 - Union Facilities**  
The Employer shall provide space for a lockable filing cabinet for the use of the Union. The Employer shall provide space for a lockable filing cabinet for the use of the Union.

**4.09 - Union Office**  
The Employer shall provide space for a lockable filing cabinet for the use of the Union. The Employer shall provide space for a lockable filing cabinet for the use of the Union.

**4.10 - Union Office**  
The Employer shall provide space for a lockable filing cabinet for the use of the Union. The Employer shall provide space for a lockable filing cabinet for the use of the Union.

**ARTICLE 4 - CHECKOFF**

**ARTICLE 5 - MANAGEMENT RIGHTS**

federal law. The actions of the Ohio Attorney General pursuant to the Ohio Revised Code Section 9.87 are not subject to the grievance or arbitration procedures.

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

**ARTICLE 41 - NO STRIKE/NO LOCKOUT.**

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

**ARTICLE 42 - 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 negotiate a mutually satisfactory modification within thirty (30) days.

**ARTICLE 43 – DURATION**

**43.01 - Duration of Agreement**

This Agreement shall continue in full force and effect for the period March 1, 2003 through February 28, 2006, and shall constitute the entire Agreement between the parties. All rights and duties of both parties are specifically expressed in this Agreement. This Agreement concludes the collective bargaining for its term, subject only to a desire by both parties to agree mutually to amend or supplement it at any time. No verbal statements shall supersede any provisions of this Agreement.

**43.02 - Renegotiations**

The Union shall designate bargaining unit approximately twenty-two (22) bargaining unit members to serve on the master negotiating team (based upon one (1) member for each 2,000 bargaining unit employees or major fraction thereof, with a minimum of one (1) per unit, plus the three (3) state-wide elected officers). The parties may mutually agree to sub-divide the master teams to negotiate bargaining unit issues. If such unit negotiations cannot be sufficiently staffed by members of the master negotiating teams, the parties may mutually agree to additional members. Members of the Union negotiating team shall be paid by the Employer for the time spent in negotiations with the Employer as well as for the time spent enroute to and from such negotiations, provided that no Union negotiating team member shall receive more than eight (8) hours pay for any single day. At the request of the Union, Union negotiating team members will also be paid for at least three (3) days of negotiations preparations.

An additional forty (40) designated Union representatives shall each be allowed up to a total of twenty-four (24) hours of paid time, as requested by the Union, for purposes of consulting with the negotiating team in the development of proposals and during the final weeks of bargaining.

**43.03 - Mid-Term Contractual Changes**

The Employer and the Union have the power and authority to enter into amendments of this Agreement during its term constituting an addition, deletion, substitution or modification of this Agreement. Any amendment providing for an addition, deletion, substitution or modification of this Agreement must be in writing and executed by the Executive Director of the Union and the Director of the Department of Administrative Services or designee. Upon its execution, such amendment shall supersede any existing provision of this Agreement in accordance with its terms and shall continue in full force and effect for the duration of this Agreement. All other provisions of this Agreement not affected by the amendment shall continue in full force and effect for the term of this Agreement. Memoranda of Understanding, amendments and any other mutually agreed to provisions, during the term of this Agreement, become effective upon the execution by the Deputy Director of the Office of Collective Bargaining and the President of the Union. In the event such Memoranda of Understanding, amendments, or any other mutually agreed to provision require ratification by the union's membership, such ratification shall be made within sixty (60) days or such agreements shall be deemed ratified.

**43.04 – Contract Dispute**

Whenever there is a dispute as to the correct interpretation of a matter resolved through mediation/factfinding, the parties agree that the mediator/factfinder shall be retained to clarify the matter in the dispute. In the event the mediator/factfinder is unable to clarify the matter, it may be resolved pursuant to the Grievance Procedure.

**43.05 – Ratification/Contract Finalization Payment**

In consideration of ratification and/or finalization of this Agreement, employees who are covered by this collective bargaining agreement and are on the active payroll as of March 6, 2003, and November 14, 2004, shall receive a one-time two percent (2%) lump sum ratification payment in pay period that includes December 1, 2004. This two percent (2%) payment shall be based on the annualization of the top step rate of the pay range in which the employee is in on November 14, 2004, and is not to be included in the wage base. Less than full-time employees shall receive a pro-rated amount based on the number of hours worked in the twenty-six (26) pay periods preceding November 14, 2004. This payment shall not be subject to PERS withholding.

**ARTICLE 44 – MISCELLANEOUS**

**44.01 - Agreement**

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

**44.02 - Operations of Rules and Law**

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

The Employer will satisfy its collective bargaining obligation before changing a matter which is a mandatory subject of bargaining.

**44.03 - Work Rules**

After the effective date of this Agreement, agency work rules or institutional rules and directives must not be in violation of this Agreement. Such work rules shall be reasonable. The Union shall be notified prior to the implementation of any new work rules and shall have the opportunity to discuss them. Likewise, after the effective date of this Agreement, all past practices and precedents may not be considered as binding authority in any proceeding arising under this Agreement.

**44.04 - Successor**

In the event that the Employer or any of its Agencies covered by this Agreement sells, leases, transfers or assigns any of its facilities to political subdivisions, corporations or persons, and such sale, lease, transfer or assignment would result in the layoff or termination of employees covered by this Agreement, the Agency and Employer shall attempt in good faith to arrange for the placement of such employees with the new employer or the State.

The Agency shall notify the Union in writing at least thirty (30) days in advance of the final date of any such sale, lease, transfer or assignment.

In the event the Employer plans to close an institution or part thereof it shall give ninety (90) days advance notice to the Union. The Union shall be given the opportunity to discuss the planned closure with the Employer. Should it become necessary to close an institution or part thereof, the following guidelines will be utilized:

- A. Where individual institution(s) or part(s) thereof are closed, the provisions of Article 18 will apply;
- B. The Agency(s) will seek to absorb all affected employees or help displaced workers obtain employment in other areas of the public sector;
- C. A concerted effort will be made to relocate displaced employees within the framework of any new delivery system. The Employer will seek to involve the Union and any newly-created structure in a positive program for the hiring and possible retraining of any displaced employees;
- D. In cooperation with the Union, the Agency(s) will aggressively search for any available program assistance for the purpose of job training and/or placement. The Union and the Employer will closely examine all possible avenues for human resource assistance in both the public and private sectors.

**44.05 - Errata**

It is the understanding of the parties that any errors in printing or typography will not alter the intent of the parties with respect to any such item.

The parties here caused this Agreement to be executed this 1<sup>st</sup> day of March, 2003

On Behalf of  
The State of Ohio

**Bob Taft**  
Bob Taft  
Governor

*[Signature]*

Scott Johnston  
Director  
Department of Administrative Services

*[Signature]*

Steven J. Loeblin  
Deputy Director  
Office of Collective Bargaining

*[Signature]*

Thomas W. Johnson  
Director  
Office of Budget and Management

*[Signature]*

Cheryl C. Johnson  
Chief Spokesperson

On Behalf of  
The Ohio Civil Service Employees Association  
AFSCME, Local 11, AFL-CIO


*[Signature]*  
Ronald C. Alexander  
President


*[Signature]*  
David Slose  
Vice-President

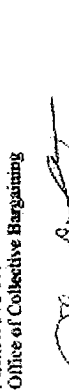
*[Signature]*  
Vanessa Tolliver  
Secretary Treasurer

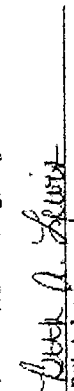
*[Signature]*  
Irwin M. Scharf  
Chief Negotiator


On Behalf of  
The State of Ohio


  
Richard G. Corbin  
Office of Collective Bargaining


  
Kenneth R. Couch  
Office of Collective Bargaining


  
Michael P. Duco  
Office of Collective Bargaining


  
Jillian E. Proment  
Office of Collective Bargaining

  
Beth A. Lewis  
Office of Collective Bargaining

  
Barbara Minter-Smith  
Office of Collective Bargaining

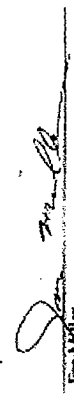
  
Andrew Shuman  
Office of Collective Bargaining


  
Georgia E. Bishop  
Department of Mental Health


  
Fonda Brokaw  
Department of Mental Retardation/Developmental Disabilities

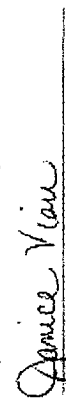
  
Teri Decker  
Department of Rehabilitation and Correction

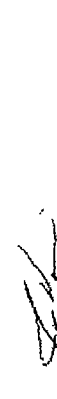
  
Steven R. Little  
Department of Youth Services

  
Jim Miller  
Department of Transportation


  
Nan Neff  
Benefits Administration, Department of Administrative Services

  
Kathryn A. Novack  
Department of Job and Family Services


  
Janice Vian  
Bureau of Workers' Compensation

  
Jodi Weiser  
Department of Natural Resources


On Behalf of  
The Ohio Civil Service Employees Association  
AFSCME, Local 11, AFL-CIO

  
Dan Bay  
Department of Rehabilitation and Correction

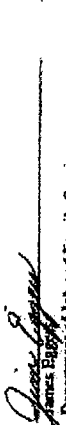
  
Madeline H. Bell  
Industrial Commission

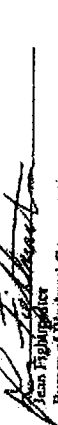
  
James Bobbin  
Department of Job and Family Services

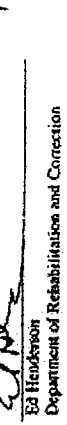
  
Craig Bradford  
Department of Rehabilitation and Correction


  
Sharon Brown  
Department of Mental Retardation/Developmental Disabilities

  
Henry C. Church  
Lottery Commission

  
James E. Egan  
Department of Job and Family Services

  
Jean F. Fichter  
Bureau of Workers' Compensation

  
Ed Heikerson  
Department of Rehabilitation and Correction

  
Douglas Huber  
Department of Transportation


  
Loisella Jeter  
Department of Public Safety


  
Amy M. Jolly  
Department of Transportation

  
Eddie Parks  
Public Utilities Commission

  
Scott Reed  
Department of Transportation

  
Stephen M. Smith  
Department of Taxation

  
Andrew Williams  
Department of Youth Services

  
Ernest W. Wiley  
Department of Mental Health

84571 26 Permit Technician 1  
 84572 30 Permit Technician 2

**APPENDIX G**  
**Classifications - Bargaining Unit 13**

The following classifications, including any parenthetical subtitles, are included in Bargaining Unit Thirteen (except for those positions which are supervisory or managerial): (NOTE: All classes numbered 30000 to 39999 are holding classes.)

Class No.	Pay Range	Title
21181	32	Plant Pathologist
22212	27	Wildlife Area Technician
22213	28	Wildlife Area Coordinator
22222	29	Fish Management Unit Leader
22232	29	Fish Hatchery Coordinator
22271	30	Fisheries Biologist 1
22272	31	Fisheries Biologist 2
22281	30	Wildlife Biologist 1
22282	31	Wildlife Biologist 2
22321	28	Forestry Technician
22322	30	Forester
22330	29	Assistant Forest Manager
22351	27	Nursery Technician
22540	26	Naturalist Aide
22541	28	Naturalist
22851	30	Wildlife Management Consultant
22861	28	Scenic River Aide
22862	30	Scenic River Coordinator
63281	30	Facilities Planner
65731	32	Sanitarian Program Specialist 1
65732	33	Sanitarian Program Specialist 2
65761	29	Epidemiology Investigator 1
65762	32	Epidemiology Investigator 2
65763	33	Epidemiology Investigator 3
65911	33	Veterinarian Specialist
65921	36	Veterinary Toxicologist
65931	36	Veterinary Pathologist
65951	31	Histotechnologist
66361	35	Energy Specialist
66951	33	Utility Specialist 1
66952	34	Utility Specialist 2
66953	35	Utility Specialist 3
82322	29	Photogrammetrist 1
83211	29	Microbiologist 1
83212	31	Microbiologist 2
83213	32	Microbiologist Coordinator
83221	29	Chemist 1
83222	30	Chemist 2
83223	31	Chemist 3
83224	32	Chemist 4
83231	29	Entomologist
83251	30	Medical Laboratory Technologist 1
83252	31	Medical Laboratory Technologist 2
83261	32	Public Health Entomologist
83271	28	Biologist
83451	28	Ecological Analyst 1
83452	30	Ecological Analyst 2
83811	31	Soils Resource Specialist
83821	29	Geologist 1
83822	31	Geologist 2
83823	32	Geologist 3
83824	33	Geologist 4
83831	27	Horticulturist 1
83832	28	Horticulturist 2
84641	30	Health Physicist 1
84642	31	Health Physicist 2
84643	33	Health Physicist 3
85110	30	Designer 1
85111	32	Designer 2
85113	34	Architect
85211	34	Plans Examiner
85311	28	Planner 1
85312	30	Planner 2
85313	32	Planner 3
85411	34	Planning Engineer 1
85420	30	Design Engineer Intern
85421	31	Design Engineer 1
85422	33	Design Engineer 2
85823	33	Design Specialist 3
85561	32	Surveyor
85621	33	Field Engineer
85640	31	Transportation Engineer Intern
85641	32	Transportation Engineer 1
85642	33	Transportation Engineer 2
85712	32	Environmental Engineer 2
85721	32	Air Quality Engineer 1
85740	31	Natural Resources Engineer Intern
85741	32	Natural Resources Engineer 1
85742	33	Natural Resources Engineer 2
85821	30	Design Specialist 1
85822	31	Design Specialist 2
85823	33	Design Specialist 3

85824	34	Design Specialist 4
85831	31	Construction Project Specialist 1
85833	32	Construction Project Specialist 2
85834	33	Construction Project Specialist 3
85835	34	Construction Project Specialist 4
85851	31	Bridge Specialist 1
85852	32	Bridge Specialist 2
85861	31	Environmental Specialist 1
85862	32	Environmental Specialist 2
85863	33	Environmental Specialist 3
85864	34	Environmental Specialist 4
85871	31	Transportation Technical Specialist
85873	32	Transportation Technician 1
85874	33	Transportation Technician 2
85875	34	Transportation Technician 3
85910	28	Landscape Architect Aide
85911	31	Landscape Architect 1
85912	32	Landscape Architect 2
86141	32	Criminalist
86151	31	Liquor Control Chemist

**APPENDIX H**  
**Classifications - Bargaining Unit 14**

The following classifications, including any parenthetical subtitles, are included in Bargaining Unit Fourteen (except for those positions which are confidential, supervisory, managerial, fiduciary or are on the staff of the Governor): (NOTE: All classes numbered 30000 to 39999 are holding classes.)

Class No.	Pay Range	Title
12380	32	Data Securities Specialist
12381	34	Data Security Analyst 1
12382	35	Data Security Analyst 2
12391	28	Data Systems Coordinator 1
12392	29	Data Systems Coordinator 2
16521	30	State Payroll Specialist 1
16522	31	State Payroll Specialist 2
16761	28	Disability Claims Adjudicator 1
16762	30	Disability Claims Adjudicator 2
16763	31	Disability Claims Adjudicator 3
16764	32	Disability Claims Specialist
22191	30	Wildlife Communications Specialist
22192	31	Wildlife Communications Coordinator
24321	30	Motor Vehicle Investigator
26541	28	Fire Safety Educator 1
26542	29	Fire Safety Educator 2

26561	30	Fire Training Officer 1
26562	31	Fire Training Officer 2
30243	30	Administrative Assistant 2 (Non-exempt)
30244	32	Administrative Assistant 3 (Non-exempt)
30351	32	Management Analyst 3 (Non-exempt)
30972	29	Accountant 2
31181	28	Administrative Assistant 1
31362	31	Training Officer 2
31382	31	Budget Officer 2
31421	29	Data Systems Coordinator 1
31422	30	Data Systems Coordinator 2
31475	34	Financial Institution Examiner Specialist
31721	30	Security Specialist
31772	31	EEO Contract Compliance Officer 2
31863	32	Researcher 3
31870	29	Assistant Liaison Officer
33283	35	Insurance Actuarial Analyst 3
33311	33	Employer Services Analyst
46131	26	Lottery Game Security Specialist
52481	09	Telecommunications Network Operator 1
52482	11	Telecommunications Network Operator 2
52483	12	Telecommunications Network Operator 3
52490	30	Telecommunications Service Request Coordinator
52491	34	Telecommunications Analyst 1
52492	35	Telecommunications Analyst 2
54231	32	Aircraft Pilot 1
54232	33	Aircraft Pilot 2
63111	29	Forms Analyst 1
63112	30	Forms Analyst 2
63121	28	Administrative Assistant 1
63151	28	Publication Specialist 1
63152	30	Publication Specialist 2
63161	28	Grants Coordinator 1
63162	30	Grants Coordinator 2
63211	30	Management Analyst
63231	28	Correctional Records Management Officer
63251	32	Budget Analyst 1
63252	33	Budget Analyst 2
63271	27	Records Management Officer
63280	28	Space Planner
63291	30	State Records Management Analyst
63311	28	Business Services Officer
63351	32	Technical Medical Liaison
63361	29	Deputy Registrar Field Representative
63481	33	Civil Rights Alternative Dispute Resolution Mediator
63510	29	Assistant Liaison Officer
63511	33	Liaison Officer 1
63521	31	BWC Employer Services Representative



**CONTRACT**  
**Between**

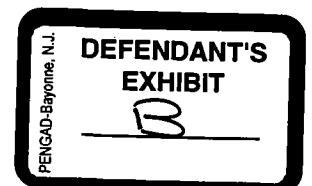


**THE STATE OF OHIO**  
**And**



**OHIO CIVIL SERVICE**  
**EMPLOYEES ASSOCIATION**  
**AFSCME Local 11**  
**AFL-CIO**

**2000-2003**



## "PREAMBLE"

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

## ARTICLE 1 - RECOGNITION

### 1.01 - Exclusive Representation

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

These classifications include those listed in Appendices A-H (bargaining units 3, 4, 5, 6, 7, 9, 13 and 14). Any classifications added to the units shall be added to the appendices as though originally included.

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. Nor shall the Employer permit dues deduction for another organization purporting to represent employees on these matters or negotiate with employees over wages, hours and other terms and conditions of employment.

### 1.02 - Inclusion/Exclusion of Existing Classifications

If it is believed that the bargaining unit status of a position has changed for a reason other than fiduciary relation, the Office of Collective Bargaining or the Union, whichever is proposing the change, shall notify the other. Following such notice, a joint or single-party petition may be filed with the State Employment Relations Board (SERB). No change in bargaining unit status shall be effective prior to a final determination by SERB.

### 1.03 - Fiduciary Positions

The Employer will notify the Union when it plans to declare a bargaining unit position as fiduciary. The Union shall inform the Employer of its position in writing within forty-five (45) days of receipt of such notification. In the event the Union fails to respond within forty-five (45) days, the Employer's proposal will be deemed rejected and the matter will be scheduled for arbitration. When a dispute occurs over the designation of a position as fiduciary under the provisions of Section 124.11 of the Ohio Revised Code, the matter shall be resolved through discussion between the Deputy Director of the Office of Collective Bargaining and the Executive Director of the Union. If such discussion does not resolve the matter, either party may submit the issue to a mutually agreed upon arbitrator. No change in bargaining unit status shall be effective until formal written agreement is executed between OCB and the Union or a final determination is issued by

the arbitrator. Once the matter has been resolved through this Section, a joint Petition for Amendment of Certification shall be filed before SERB within thirty (30) days.

### 1.04 - Inclusion/Exclusion of New Classifications

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

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

### 1.05 - Bargaining Unit Work

Supervisors shall not increase, and the Employer shall make every reasonable effort to decrease the amount of bargaining unit work done by supervisors.

Supervisors shall only perform bargaining unit work to the extent that they have previously performed such work. During the life of this Agreement, the amount of bargaining unit work done by supervisors shall not increase, and the Employer shall make every reasonable effort to decrease the amount of bargaining unit work done by supervisors.

In addition, supervisory employees shall only do bargaining unit work under the following circumstances: in cases of emergency; when necessary to provide break and lunch relief; to instruct or train employees; to demonstrate the proper method of accomplishing the tasks assigned; to avoid mandatory overtime; to allow the release of employees for union or other approved activities; to provide coverage for no shows when the classification specification provides that the supervisor does, as a part of his/her job, some of the same duties as bargaining unit employees.

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

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

## ARTICLE 2 - NON-DISCRIMINATION

### 2.01 - Non-Discrimination

Neither the Employer nor the Union shall discriminate in a way inconsistent with the laws of the United States or the State of Ohio on the basis of race, sex, creed, color, religion, age, national origin, political affiliation, disability, sexual orientation, or veteran status. Except for rules governing nepotism, neither party shall discriminate on the basis of family relationship. The Employer shall prohibit sexual harassment and take action to



as such. Where security is of concern, the mail shall be opened in the presence of the addressee.

When feasible, and where equipment is currently available, Union stewards and/or officers may utilize electronic mail and/or facsimile equipment solely for contract enforcement and interpretation and grievance processing matters. Such transmissions will be primarily to expedite communication regarding such matters, will be reasonable with respect to time and volume, and limited to communications with the grievant, if any, appropriate supervisors and employee's staff representatives. Long distance charges which may be incurred must be approved prior to transmission.

**3.07 - Union Orientation**  
Where the Employer has a structured employee orientation program, the Union shall be permitted to make a presentation not to exceed fifteen (15) minutes in duration regarding the Union. The Employer will notify the Union of newly hired employees at reasonable intervals, but no later than before a scheduled orientation session.

**3.08 - Information Provided to the Union**  
The Employer will provide to the Union monthly a listing of all approved personnel actions involving bargaining unit employees.

The Employer will provide the Union with a list of employees who have paid union dues and fair share fees. The list will accompany the transmittal of money.  
The Employer will furnish tables of organization as prepared from time to time by the agencies covered by this Agreement.

**3.09 - Printing of Agreement**  
The parties will mutually share the cost of printing this Agreement.

**3.10 - Union Leave**  
A reasonable number of local union representatives at any one time shall be allowed time off without pay for union business such as state or area-wide meetings called by OCSEA, AFSCME Local 11 or its affiliates or state conventions or conferences called by OCSEA, AFSCME Local 11 or AFSCME and the state AFL-CIO annual convention of AFSCME international conventions, provided such representative shall give reasonable notice to his/her supervisor prior to such absence. The Union shall provide five (5) calendar days advance written notice to the Office of Collective Bargaining of such absences, except where circumstances make such notice impracticable.

Union shall provide as much advance notice as practicable.  
The President of OCSEA, AFSCME Local 11, may be placed on administrative leave with pay to conduct union business. The Union shall reimburse the Employer for all costs associated with placing him/her on administrative leave with pay. Further, members of the Union's executive board, not to exceed twenty-eight (28) employees, 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.

Employees on approved leave of five (5) consecutive days or less shall receive leave accruals and other benefits as if they were in an active pay status.  
**Requests for Time Off**  
No employee will be granted any time off from work pursuant to this Article must be made prior to the

utilization of such time, and securing of permission to utilize such time. The employees shall enter on the form the time the leave commences, and upon returning the employees shall enter the return time. Employees who do not return to their worksite prior to the end of the employees' workday shall complete the form at the beginning of the employees' next workday. Employees who normally work out of the office, will work out of the office of the employees' supervisor. In the absence of the employees' supervisor, request procedure with their supervisor. The Employer shall use state leave forms.

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## ARTICLE 4 - CHECKOFF

### 4.01 - Dues Deduction

The Employer will deduct bi-weekly membership dues payable to the Union, on a form mutually agreed to by the Union and the Employer. The Employer will also deduct bi-weekly voluntary contributions to the Union on a form mutually agreed to by the Union and the Employer. The Employer will also deduct bi-weekly voluntary contributions to the Union on a form mutually agreed to by the Union and the Employer.

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### 4.02 - Fair Share Fee

Any bargaining unit employee who has served sixty (60) days and who has not been represented by the Union shall, within thirty (30) calendar days following the effective date of this Agreement, tender to the Union a representation of continuing employment, the amount of which shall not exceed the dues paid by similarly situated members of the Union and the Employer.

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.

When an employee enters the bargaining unit for any reason, the Employer shall notify the employee of this Article and provide the employee the appropriate deduction forms. Fair share fee deductions shall begin after sixty (60) days of service.

#### **4.03 - Maintenance of Membership**

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

#### **4.04 - Indemnification**

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

### **ARTICLE 5 - MANAGEMENT RIGHTS**

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

### **ARTICLE 6 - PROBATIONARY EMPLOYEES**

#### **6.01 - Probationary Periods**

All newly hired, promoted and laterally transferred employees shall serve a probationary period. The probationary period shall be one hundred twenty (120) days for classifications paid at grades 1 to 7 and grades 23 to 28 or one hundred eighty (180) days for classifications paid at grades 8 to 12 and grades 29 to 36. However, the Disability Claims Adjudicator 1, Reclamation Inspector 1, and all Attorney classifications, shall have a probationary period of twelve (12) months from the effective date of hire, lateral transfer or promotion.

Probationary periods for Correction Officers (CO) and Juvenile Correctional Officers (JCO) shall be for a period of three hundred sixty five (365) days. Employees who have served a probationary period in another classification shall have the length of the probationary period, up to a maximum of six months, credited toward the Correction Officer and Juvenile Correctional Officer probationary period. Following the completion of six months of the probationary period, COs and JCOs shall be given the opportunity to select work assignments under the institution's pick-a-post agreement.

The probationary period for all other employees of the Department of Rehabilitation and Correction and Department of Youth Services shall be one hundred eighty (180) days. The probationary period will commence when the employee completes the initial period of training at the Correction Training Academy or the Department of Youth Services Training Academy. Periods worked by such employees prior to attending such training shall be credited toward the probationary period. Employees who are laterally transferred or promoted shall begin their probationary period on the effective date of the lateral transfer or promotion.

The performance of each employee within the Department of Rehabilitation and Correction and the Department of Youth Services shall be reviewed at least every two (2) months during the probationary period.

A probationary period for an employee may be extended by mutual agreement between the Union and Management.

During a lateral transfer or promotional probationary period, the Employer maintains the right to place the employee back in the classification that the employee held previously if the employee fails to perform the job requirements of the new position to the Employer's satisfaction.

During an initial probationary period, the Employer shall have the sole discretion to discipline or discharge probationary employee(s) and any such probationary action shall not be appealable through any grievance or appeal procedure contained herein or to the State Personnel Board of Review.

An employee's probationary period may be extended by a period equal to employee leaves of fourteen (14) consecutive days or longer, except for approved periods of vacation leave. E.g. disability leave, adoption/childbirth, or any other leaves of fourteen (14) consecutive days or longer shall not be counted toward the employee's original or promotional probationary period.

The Employer will not modify the duration of a probationary period of a classification(s) without the agreement of the Union.

#### **6.02 - Promotional/Lateral Transfers Probationary Period**

Employees who are promoted or laterally transferred to a different classification shall serve a probationary period pursuant to Section 6.01.

Where a single classification involves work which varies substantially among different positions within the classification, the Employer may require employees who are laterally transferred in the same classification to serve a trial period equal to one-half of the regular probationary period for the classification, during a lateral transfer trial period, the employee may elect to return to his/her previous position or, if the employee fails to perform the job requirements of the new position to the Employer's satisfaction, the Employer may place the employee back in the position the employee previously held.

The Employer may require employees who are demoted pursuant to Article 17.04 to serve a trial period equal to one-half of the regular probationary period for the classification, during a trial period, the employee may elect to return to his/her previous position or, if the employee fails to perform the job requirements of the new position to the Employer's satisfaction, the Employer may place the employee back in the position the employee previously held.

by the Union regarding whether or not such work can be performed with greater efficiency, economy, programmatic benefit or other related factors through the use of bargaining unit employees rather than through renewal or continuation of the contract or initial contracting out of work.

Within thirty (30) days of the effective date of this Agreement the State will furnish to the Union the State agency web site addresses that identify requests for proposals (RFPS) and invitation to bids (ITBS) for work it expects to contract out. The Union will receive additional State web sites within thirty (30) days of when they come on line.

#### **ARTICLE 40 - INDEMNIFICATION**

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

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

#### **ARTICLE 41 - NO STRIKE/NO LOCKOUT**

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

#### **ARTICLE 42 - 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 negotiate a mutually satisfactory modification within thirty (30) days.

#### **ARTICLE 43 - DURATION**

##### **43.01 - Duration of Agreement**

This Agreement shall continue in full force and effect for the period March 1, 2000 through February 28, 2003, and shall constitute the entire Agreement between the parties. All rights and duties of both parties are specifically expressed in this Agreement. This Agreement concludes the collective bargaining for its term, subject only to a desire by both parties to agree mutually to amend or supplement it at any time. No verbal statements

##### **43.02 - Renegotiations**

The Union shall designate approximately twenty-one (21) bargaining unit members to serve on the master negotiating team (based upon one (1) member for each 2,000 bargaining unit employees or major fraction thereof, with a minimum of one (1) per unit, plus the three (3) state-wide elected officers). The parties may mutually agree to subdivide the master teams to negotiate bargaining unit issues. If such unit negotiations divide the master teams to negotiate bargaining teams, the parties may mutually agree to additional members. Members of the Union negotiating team shall be mutually agreed to and from such negotiations, provided that no Union negotiating team member shall receive more than eight (8) hours pay for any single day. At the request of the Union, Union negotiating team members will also be paid for at least three (3) days of negotiations preparations.

An additional forty (40) hours of paid time, as requested by the Union, for purposes of a total of twenty-four (24) hours of the development of proposals and during the final consulting with the negotiating team in the development of proposals and during the final weeks of bargaining.

##### **43.03 - Mid-Term Contractual Changes**

The Employer and the Union have the power and authority to enter into amendments of this Agreement during its term constituting an addition, deletion, substitution or modification of this Agreement. Any amendment providing for an addition, deletion, substitution or modification of this Agreement must be in writing and executed by the Executive Director of the Union and the Director of the Department of Administrative Services or designee. Upon its execution, such amendment shall continue in full force and effect for the duration of this Agreement. All other provisions of this Agreement not affected by the amendment shall continue in full force and effect for the term of this Agreement. Memoranda of Understanding, amendments and any other mutually agreed to provisions, during the term of this Agreement, become effective upon the execution by the Deputy Director of the Office of Collective Bargaining and the President of the Union. In the event such Memoranda of Understanding amendments, or any other mutually agreed to provision require ratification by the union's membership, such ratification shall be made within sixty (60) days or such agreements shall be deemed ratified.

##### **43.04 - Contract Dispute**

Whenever there is a dispute as to the correct interpretation of a matter resolved through mediation/factfinding, the parties agree that the mediator/factfinder retained to clarify the matter in the dispute. In the event the mediator/factfinder unable to clarify the matter, it may be resolved pursuant to the Grievance Procedure.

#### **ARTICLE 44 - MISCELLANEOUS**

##### **44.01 - Agreement**

To the extent that this Agreement addresses matters covered by conflicting statutes, administrative rules, regulations or directives in effect at the time of the sign

of this Agreement, except for ORC Chapter 4117, this Agreement shall take precedence and supersede all conflicting State laws.

**44.02 - Operations of Rules and Law**

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

The Employer will satisfy its collective bargaining obligation before changing a matter which is a mandatory subject of bargaining.

**44.03 - Work Rules**

After the effective date of this Agreement, agency work rules or institutional rules and directives must not be in violation of this Agreement. Such work rules shall be reasonable. The Union shall be notified prior to the implementation of any new work rules and shall have the opportunity to discuss them. Likewise, after the effective date of this Agreement, all past practices and precedents may not be considered as binding authority in any proceeding arising under this Agreement.

**44.04 - Successor**

In the event that the Employer or any of its Agencies covered by this Agreement sells, leases, transfers or assigns any of its facilities to political subdivisions, corporations or persons, and such sale, lease, transfer or assignment would result in the layoff or termination of employees covered by this Agreement, the Agency and Employer shall attempt in good faith to arrange for the placement of such employees with the new employer or the State.

The Agency shall notify the Union in writing at least thirty (30) days in advance of the final date of any such sale, lease, transfer or assignment.

In the event the Employer plans to close an institution or part thereof it shall give ninety (90) days advance notice to the Union. The Union shall be given the opportunity to discuss the planned closure with the Employer. Should it become necessary to close an institution or part thereof, the following guidelines will be utilized:

- A. Where individual institution(s) or part(s) thereof are closed, the provisions of Article 18 will apply;
- B. The Agency(s) will seek to absorb all affected employees or help displaced workers obtain employment in other areas of the public sector;
- C. A concerted effort will be made to relocate displaced employees within the framework of any new delivery system. The Employer will seek to involve the Union and any newly-created structure in a positive program for the hiring and possible retraining of any displaced employees;
- D. In cooperation with the Union, the Agency(s) will aggressively search for any available program assistance for the purpose of job training and/or placement. The Union and the Employer will closely examine all possible avenues for human resource assistance in both the public and private sectors.

**44.05 - Errata**

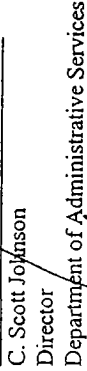
It is the understanding of the parties that any errors in printing or typography will not alter the intent of the parties with respect to any such item.

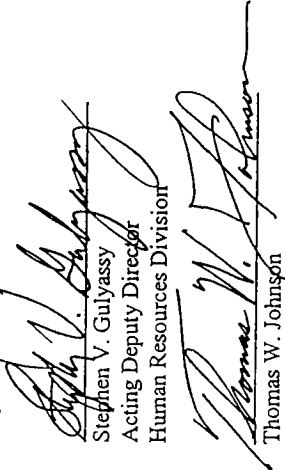
The parties here caused this Agreement to be executed this 1st day of March, 2000

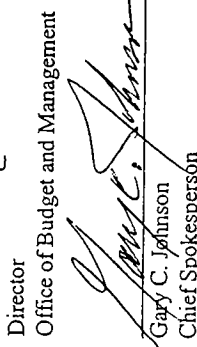
On Behalf of  
The State of Ohio

  
Bob Taft  
Governor

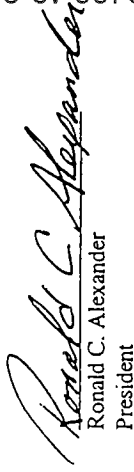
  
C. Scott Johnson  
Director  
Department of Administrative Services

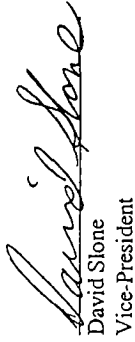
  
Stephen V. Gulyassy  
Acting Deputy Director  
Human Resources Division

  
Thomas W. Johnson  
Director  
Office of Budget and Management

  
Gary C. Johnson  
Chief Spokesperson

On Behalf of  
The Ohio Civil Service Employees Association  
AFSCME, Local 11, AFL-CIO

  
Ronald C. Alexander  
President

  
David Slone  
Vice-President

  
Vanessa Tolliver  
Secretary Treasurer

  
Irwin M. Scharfeld  
Chief Negotiator



On Behalf of  
The State of Ohio

*Robert E. Thornton*  
Robert E. Thornton  
Human Resources Division  
Office of Collective Bargaining

*Cynthia J. Sovell-Klein*  
Cynthia J. Sovell-Klein  
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*Kathryn A. Nowack*  
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*Barry Braverman*  
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*Janice Viau*  
Janice Viau  
Bureau of Workers Compensation

*Tim Wagner*  
Tim Wagner  
Department of Mental Health

*Carolyn S. Collins*  
Carolyn Collins  
Department of Mental Retardation

*Jon Weiser*  
Jon Weiser  
Department of Natural Resources

*Teri Decker*  
Teri Decker  
Department of Rehabilitation and Correction

*Bill Lind*  
Bill Lind  
Bureau of Employment Services

*Jim Miller*  
Jim Miller  
Department of Transportation

On Behalf of  
The Ohio Civil Service Employees Association  
AFSCME, Local 11, AFL-CIO

*Kathleen Stewart*  
Kathleen Stewart  
Administrative Services

*Kelvin Jones*  
Kelvin Jones  
Environmental Protection Agency

*Jean Eggers*  
Jean Eggers  
Employment Services

*Sterling Gill*  
Sterling Gill  
Industrial Commission

*Sharon S. Brown*  
Sharon Brown  
Mental Retardation/DD

*Louella Jeter*  
Louella Jeter  
Public Safety

*Dave Bailey*  
Dave Bailey  
Rehabilitation and Correction

*Dan Barr*  
Dan Barr  
Rehabilitation and Correction

*Jean Fightmaster*  
Jean Fightmaster  
Bureau of Workers Compensation

*Martin Ginn*  
Martin Ginn  
Rehabilitation and Correction

*Tim Roberts*  
Tim Roberts  
Rehabilitation and Correction

*Daphne Smith*  
Daphne Smith  
Taxation

*Monty Blanton*  
Monty Blanton  
Mental Retardation/DD

*Willie M. O'Neil*  
Willie M. O'Neil  
Transportation

*Hugh R. Williams*  
Hugh Williams  
Transportation

*Robert Boger*  
Robert Boger  
Veterans Home

*Annie Williams*  
Annie Williams  
Youth Services

*John Zeigler*  
John Zeigler  
Youth Services



84391 Traffic Analyst 27  
 84571 Permit Technician 1 26  
 84572 Permit Technician 2 30

**APPENDIX G**  
**Classifications - Bargaining Unit 13**

The following classifications, including any parenthetical subtitles, are included in Bargaining Unit Thirteen (except for those positions which are supervisory or managerial): (NOTE: All classes numbered 30000 to 39999 are holding classes.)

Class No.	Pay Range	Title
21181	32	Plant Pathologist
22212	27	Wildlife Area Technician
22213	28	Wildlife Area Coordinator
22222	29	Fish Management Unit Leader
22232	29	Fish Hatchery Coordinator
22271	30	Fisheries Biologist 1
22272	31	Fisheries Biologist 2
22281	30	Wildlife Biologist 1
22282	31	Wildlife Biologist 2
22321	27	Forester
22322	29	Forester Analyst
22323	30	Staff Forester
22330	29	Assistant Forest Manager
22351	27	Nursery Technician
22540	26	Naturalist Aide
22541	28	Naturalist
22851	30	Wildlife Management Consultant
31371	28	Wildlife Area Coordinator
31681	30	Medical Laboratory Technologist 1
31712	30	Planner 2
31713	32	Planner 3
33271	31	Soils Resource Specialist
63281	30	Facilities Planner
65731	32	Sanitarian Program Specialist 1
65732	33	Sanitarian Program Specialist 2
65761	29	Epidemiology Investigator 1
65762	32	Epidemiology Investigator 2
65763	33	Epidemiology Investigator 3
65911	33	Veterinarian Specialist
65921	36	Veterinary Toxicologist
65931	36	Veterinary Pathologist
65951	31	Histotechnologist
66361	35	Energy Specialist
66951	33	Utility Specialist 1
66952	34	Utility Specialist 2
66953	35	Utility Specialist 3
82322	29	Photogrammetrist 1
83211	29	Microbiologist 1
83212	31	Microbiologist 2
83213	32	Microbiologist Coordinator
83221	29	Chemist 1
83222	30	Chemist 2
83223	31	Chemist 3
83224	32	Chemist 4
83231	29	Entomologist
83251	30	Medical Laboratory Technologist 1
83252	31	Medical Laboratory Technologist 2
83271	28	Biologist
83451	28	Ecological Analyst 1
83452	30	Ecological Analyst 2
83811	31	Soils Resource Specialist
83821	29	Geologist 1
83822	31	Geologist 2
83823	32	Geologist 3
83824	33	Geologist 4
83831	27	Horticulturist 1
83832	28	Horticulturist 2
84641	30	Health Physicist 1
84642	31	Health Physicist 2
84643	33	Health Physicist 3
85110	30	Designer 1
85111	32	Designer 2
85113	34	Architect
85211	34	Plans Examiner
85311	28	Planner 1
85312	32	Planner 2
85411	34	Planning Engineer 1
85420	30	Design Engineer Intern
85421	31	Design Engineer 1
85422	33	Design Engineer 2
85561	32	Surveyor
85621	33	Field Engineer
85640	31	Transportation Engineer Intern
85641	32	Transportation Engineer 1
85642	33	Transportation Engineer 2
85712	32	Environmental Engineer 2
85721	32	Air Quality Engineer 1
85740	31	Natural Resources Engineer Intern
85741	32	Natural Resources Engineer 1
85742	33	Natural Resources Engineer 2
85821	30	Design Specialist 1
85822	31	Design Specialist 2
85823	33	Design Specialist 3
85824	34	Design Specialist 4
85831	31	Construction Project Specialist 1
85833	32	Construction Project Specialist 2
85834	33	Construction Project Specialist 3
85835	34	Construction Project Specialist 4
85851	31	Bridge Specialist 1
85852	32	Bridge Specialist 2
85861	31	Environmental Specialist 1

85862	32	Environmental Specialist 2
85863	33	Environmental Specialist 3
85864	34	Environmental Specialist 4
85871	31	Transportation Technical Specialist
85873	32	Transportation Technician 1
85874	33	Transportation Technician 2
85875	34	Transportation Technician 3
85910	28	Landscape Architect Aide
85911	31	Landscape Architect 1
85912	32	Landscape Architect 2
86141	32	Criminalist
86151	31	Liquor Control Chemist

**APPENDIX H**  
**Classifications - Bargaining Unit 14**

The following classifications, including any parenthetical subtitles, are included in Bargaining Unit Fourteen (except for those positions which are confidential, supervisory, managerial, fiduciary or are on the staff of the Governor): (NOTE: All classes numbered 30000 to 39999 are holding classes.)

Class No.	Pay Range	Title
12380	32	Data Securities Specialist
12381	34	Data Security Analyst 1
12382	35	Data Security Analyst 2
12391	28	Data Systems Coordinator 1
12392	29	Data Systems Coordinator 2
16521	30	State Payroll Specialist 1
16522	31	State Payroll Specialist 2
16761	28	Disability Claims Adjudicator 1
16762	30	Disability Claims Adjudicator 2
16763	31	Disability Claims Adjudicator 3
16764	32	Disability Claims Specialist 2
22191	30	Wildlife Communications Specialist
22192	31	Wildlife Communications Coordinator
24321	30	Motor Vehicle Investigator
26541	28	Fire Safety Educator 1
26542	29	Fire Safety Educator 2
26561	30	Fire Training Officer 1
26562	31	Fire Training Officer 2
30242	30	Administrative Assistant 2 (Non-exempt)
30243	32	Administrative Assistant 3 (Non-exempt)
30291	32	MH/MR Program Coordinator
30351	32	Management Analyst 3 (Non-exempt)
30352	33	Management Analyst 4 (Non-exempt)
30972	29	Accountant 2
30973	31	Accountant 3
31181	28	Administrative Assistant 1
31261	28	Medical Record Librarian
31321	28	Publication Specialist 1

31360	28	Trainer
31362	31	Training Officer 2
31382	31	Budget Officer 2
31421	29	Data Systems Coordinator 1
31422	30	Data Systems Coordinator 2
31473	31	Financial Institution Examiner 3
31475	34	Financial Institution Examiner Specialist
31582	30	Assistant Park Manager 2
31650	30	Fiscal Specialist
31721	30	Security Specialist
31772	31	EEO Contract Compliance Officer 2
31832	32	Development Specialist
31853	32	Forms Analyst 3
31863	32	Researcher 3
31870	29	Assistant Liaison Officer
31871	33	Liaison Officer 1
31881	33	Software Specialist 1
31891	33	Systems Analyst 1
33283	35	Insurance Actuarial Analyst 3
33311	33	Employer Services Analyst
46131	26	Lottery Game Security Specialist
52481	09	Telecommunications Network Operator 1
52482	11	Telecommunications Network Operator 2
52483	12	Telecommunications Network Operator 3
52490	30	Telecommunications Service Request Coordinator
52491	34	Telecommunications Analyst 1
52492	35	Telecommunications Analyst 2
54231	32	Aircraft Pilot 1
54232	33	Aircraft Pilot 2
63111	29	Forms Analyst 1
63112	30	Forms Analyst 2
63121	28	Administrative Assistant 1
63151	28	Publication Specialist 1
63152	30	Publication Specialist 2
63161	28	Grants Coordinator 1
63162	30	Grants Coordinator 2
63211	30	Management Analyst
63231	28	Correctional Records Management Officer
63251	32	Budget Analyst 1
63252	33	Budget Analyst 2
63271	27	Records Management Officer
63280	28	Space Planner
63291	30	State Records Management Analyst
63311	28	Business Services Officer
63351	32	Technical Medical Liaison
63361	29	Deputy Registrar Field Representative
63510	29	Assistant Liaison Officer
63511	33	Liaison Officer 1
63521	31	Employer Services Specialist
63711	33	Parole Board Hearing Officer
63810	27	Paralegal/Legal Assistant 1
63811	29	Paralegal/Legal Assistant 2