

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
34	26.28	27.55	28.89	30.35	31.80	33.37	35.02	36.74	38.57
	54,662	57,304	60,091	63,128	66,144	69,410	72,842	76,419	80,226
35	28.89	30.35	31.80	33.37	35.02	36.74	38.54	40.49	42.53
	60,091	63,128	66,144	69,410	72,842	76,419	80,163	84,219	88,462
36	31.80	33.37	35.02	36.74	38.54	40.49	42.50	44.62	46.83
	66,144	69,410	72,842	76,419	80,163	84,219	88,400	92,810	97,406
E1	20.10	21.10	22.14	23.26	24.42	25.64	26.91	28.28	
	41,808	43,888	46,051	48,381	50,794	53,331	55,973	58,822	
E2	22.14	23.26	24.42	25.64	26.91	28.28	29.67	31.15	32.73
	46,051	48,381	50,794	53,331	55,973	58,822	61,714	64,792	68,078
E3	24.42	25.64	26.91	28.28	29.67	31.15	32.73	34.34	36.07
	50,794	53,331	55,973	58,822	61,714	64,792	68,078	71,427	75,026

APPENDIX M - DRUG-FREE WORKPLACE POLICY

Section 1. Statement of Policy

- A. Both the State and the Union desire a workplace that is free from the adverse effects of alcohol and other drugs. As such, both parties acknowledge that substance abuse is a serious and complex, yet treatable, condition/disease that adversely affects the productive, personal and family lives of employees. The parties further acknowledge that substance abuse may lead to safety and health risks in the workplace, for the abusers, their co-workers, and the public-at-large. Accordingly, the State and the Union pledge to work collaboratively in programs designed to reduce and eradicate the abuse of alcohol and drugs.
- B. The Union recognizes the need to address problems associated with having on-duty employees under the influence of alcohol or drugs. The Union also recognizes the State's obligations under the Federal Drug-Free Workplace Act of 1988 and other Federal laws and regulations concerning the controlling of substance abuse in the workplace. At the same time, the State recognizes employees' rights to privacy and other constitutionally guaranteed rights, as well as the due process and just cause obligations of this Agreement. Both parties agree that the emphasis of any drug-free workplace programs shall be to prevent and rehabilitate employees and to abate risks created by employees who are on duty in an impaired condition.
- C. The State will periodically provide information and training programs concerning the impact of alcohol and other drug use on job performance, as well as information concerning the State's Employee Assistance Program and any other resources that an employee or his/her family may contact for assistance in overcoming an alcohol and/or other drug problem. All bargaining

unit employees shall be furnished with a copy of the Employer's drug-free workplace policies within thirty (30) days of initial employment with a State Agency. Additionally, each employee will similarly be provided with a written description of the Employer's drug testing policy, including the procedures under which a test may be ordered, procedures for obtaining samples for testing, how testing will be conducted and reported to the Employer and employees; and the potential consequences of refusing to submit to testing or of positive test results. In addition, managers and supervisors shall be provided training about the Drug-Free Workplace Policy and alcohol and the drug-testing program in order to ensure that the policy and program are administered consistently, fairly, and within appropriate Constitutional parameters. Training will be provided to all covered employees prior to implementation based upon agreement of the parties, joint training by the parties can be provided on an Agency basis. New employees who are covered will be provided notice and training prior to testing. Testing for new classifications listed in Section 7 will not commence until such time as employees are provided notice and training.

- D. Any employees suffering from a substance abuse problem shall receive the same careful consideration and offer of treatment that is presently extended under the State's existing benefit plans to those employees having other mental health and substance abuse conditions, as well as under the Employee Assistance Plan established under Article 9 of this Agreement. The same benefits and insurance coverages that are provided for all other illnesses, diseases, and/or physical or psychological conditions, under the State's established health insurance benefit plan, shall be available for individuals who accept medically approved treatment of alcoholism or drug dependency.
- E. An employee's refusal to accept referral for diagnosis or to follow the prescribed treatment will be handled in accordance with other policies relating to job performance, subject to the contractual grievance/arbitration procedures and other provisions of this Agreement. No person with a substance abuse problem shall have his/her job security or promotional opportunities jeopardized by a request for diagnosis and/or treatment. Continued unacceptable job performance, attendance, and/or behavioral problems will result in disciplinary action, up to and including termination.
- F. The confidential nature of the medical records of employees with substance abuse problems shall be maintained pursuant to both Ohio and Federal laws. Similarly, all records relating to drug tests

and their results shall be maintained in accordance with Ohio and Federal laws.

- G. All Department heads, managers, and supervisors are responsible for adherence to, and implementation, enforcement, and monitoring of, this policy.

Section 2. Drug-Testing Conditions

A. State Testing

1. Reasonable Suspicion

Employees covered by this Agreement may be required to submit a urine specimen for testing for the presence of drugs or a breath sample for the testing of the presence of alcohol:

Where there is reasonable suspicion to believe that the employee, when appearing for duty or on the job, is under the influence of, or his/her job performance, is impaired by alcohol or other drugs. Such reasonable suspicion must be based upon objective facts or specific circumstances found to exist that present a reasonable basis to believe that an employee is under the influence of, or is using or abusing, alcohol or drugs. Examples of reasonable suspicion shall include, but are not limited to, slurred speech, disorientation, abnormal conduct or behavior, or involvement in an on-the-job accident resulting in disabling personal injury requiring immediate hospitalization of any person or property damage in excess of \$2,000, where the circumstances raise a reasonable suspicion concerning the existence of alcohol or other drug use or abuse by the employee. In addition, such reasonable suspicion must be documented in writing and supported by two witnesses, including the person having such suspicion. The immediate supervisor shall be contacted to confirm a test is warranted based upon the circumstances. Such written documentation must be presented to the employee and the department head, who shall maintain such report in the strictest confidence, except that a copy shall be released to any person designated by the affected employee.

2. Rebuttable Presumption

For the determination of eligibility for Workers' Compensation and benefits, a positive test creates a "rebuttable presumption" if: 1) an employee has been injured and the Employer had reasonable cause to suspect the employee may be intoxicated or under the influence of a controlled substance not prescribed by his/her doctor; or 2) at the request of a police officer pursuant to a traffic stop and not at the request of the employee's Employer; or 3) at the request

of a licensed physician who is not employed by the employee's Employer. Facts and inferences may be based on, but not limited to: 1) Observable phenomena, such as direct observation of use, possession, or distribution of alcohol or a controlled substance, or of the physical symptoms of being under the influence of alcohol or a controlled substance, such as but not limited to slurred speech, dilated pupils, odor of alcohol or a controlled substance, changes in affect, or dynamic mood swings; 2) A pattern of abnormal conduct, erratic or aberrant behavior, or deteriorating work performance such as frequent absenteeism, excessive tardiness, or recurrent accidents, that appear to be related to the use of alcohol or a controlled substance, and does not appear to be attributable to other factors; 3) The identification of an employee as the focus of a criminal investigation into unauthorized possession, use, or trafficking of a controlled substance; 4) A report of use of alcohol or a controlled substance provided by a reliable and credible source; 5) Repeated or flagrant violations of the safety or work rules of the employee's Employer, that are determined by the employee's supervisor to pose a substantial risk of physical injury or property damage and that appear to be related to the use of alcohol or a controlled substance and that do not appear attributable to other factors.

3. Random Testing

Employees who have direct contact with inmates, parolees or youths in the Department of Rehabilitation and Correction and Department of Youth Services shall be subject to random drug testing. All employees listed in Section 7 - Safety Sensitive Positions, shall be subject to random drug testing.

B. Federal Testing

Employees who are required to be tested pursuant to Federal laws and/or Federal regulations shall be tested in accordance with those laws and regulations.

Section 3. Testing Procedures and Guarantees

A. State Testing

1. Procedures and protocols for the collection, transmission and testing of the employees' samples shall conform to the methods and procedures provided by Federal regulations pursuant to the Federal Omnibus Transportation Employee Testing Act of 1991.
2. Employees shall have the right to consult with a Union

representative, if one is available, one (1) hour prior to testing, and a Union representative may accompany the employee to the specimen collection site as long as reasonable suspicion is called for by the Employer.

3. The random testing pools for DYS employees and DRC employees shall be maintained on a statewide basis that includes all employees in the Agency who are subject to random testing. The random testing pool shall be maintained and administered by the Drug-Free Workplace Services Program of the Department of Administrative Services. The percentage of employees to be tested annually will vary during the first two (2) years of the Agreement, the percentage of the employees to be tested annually at up to thirty percent (30%) of the random testing pool. During the last year of the Agreement, the percentage of the employees to be tested annually can vary from ten percent (10%) to thirty percent (30%) of the average total of the random testing pool.
4. The Drug-Free Workplace Office of DAS may issue the random testing list to DYS Central Office and DRC Operation Support Center. The Agency Central Office shall issue a list of employees to the appropriate Facilities/Institutions. Any employee included on the list who is subject to a random test shall be tested within seven (7) days after the Facility/Institution has received the random list. Any employee who is not tested within seven (7) days after the Facility/Institution receives the list shall not be tested as a result of that list.
5. A test result which indicates a .04% blood alcohol level will be considered a positive test. No consequences will attach to any result below a .04% level.
6. The employee shall be responsible for the cost of all follow-up alcohol and drug tests that are ordered by the Employer.

B. Federal Testing

1. The Employer will comply with all provisions of the Federal Omnibus Transportation Employee Testing Act of 1991 and the Federal Drug Free Workplace Act of 1988 and any other Federal laws and regulations covering the control of substance abuse in the workplace. Any proposed policies or guidelines proposed by the Employer to comply with these regulations will be provided to the Union. The Employer will comply with any bargaining obligations as required by law.
2. The random testing pool shall be maintained and administered by the Drug Free Workplace Services Program of the

Department of Administrative Services.

Section 4. General Provisions Applicable to All Testing

- A. Subject to the reasonable requirements of the laboratory, the Union shall have the right, upon reasonable request made to the laboratory, to inspect and observe any aspect of the drug testing program, with the exception of individual test results. The Union may inspect individual test results, if the release of such information is authorized, in writing, by the affected employee.
- B. Covered employees will be selected from the random selection pool by a computer-driven random number process based upon the position control numbers of all positions for which testing is required. Procedures will be developed by each Agency and work site with the approval of the Drug-Free Workplace Services pursuant to statewide policy.
- C. Periodically, at the Union's discretion, the Union shall have the opportunity to audit the State's sampling and testing procedures.
- D. If the employee is sent home after notice is received by the Employer that he/she tested positive, the Employer shall place the employee on administrative leave with pay pending notice of the pre-disciplinary meeting. If the employee does not waive the seventy-two (72) hour pre-disciplinary meeting requirement, the employee shall be placed on approved administrative leave without pay and may use any accruals to cover the time off.
- E. All sample collection shall be conducted off-site by professional non-State personnel subject to the requirements of the testing lab unless the parties on a facility-by-facility basis mutually agree to an alternative sample collection process.
- F. Travel time and testing are to be considered "time worked" for compensation purposes.

Section 5. Notice of Drug-Related Convictions

As required by the Federal Drug-Free Workplace Act of 1988, each employee covered by this Agreement is required to notify his/her Agency Head or his/her designee, within five (5) days after he/she is convicted of a violation of any federal or State criminal drug statute, provided such conviction occurred at the workplace or any location where the employee is working at the time of the incident which led to the conviction. Each Agency is required to notify any federal Agency with which it has a contract or grant, within ten (10) days after receiving notice from the employee, of the fact of such conviction. Any employee's failure to report such a conviction will subject such employee to disciplinary action, up to and including termination consistent with the just cause standards set forth in Article 24 of this Agreement. An Agency Head or his/her designee may refer such

employees to the Employee Assistance Program for referral and treatment.

Section 6. Disciplinary Action

On the first occasion in which any employee who is determined to be under the influence of, or using, alcohol or other drugs, while on duty, as confirmed by testing pursuant to this policy, the employee shall be given the opportunity to enter into and successfully complete a substance abuse program certified by the Ohio Department of Alcohol and Drug Addiction Services. No disciplinary action shall be taken against the employee, provided he/she successfully completes the program. Last Chance Agreements shall not be effective for longer than five (5) years, except if any of the following situations led to the drug or alcohol testing, in which case the Last Chance Agreement shall be of an unlimited duration:

1. Any accident involving a fatality;
2. Any accident in which the driver is cited and there is disabling damage to the vehicle(s) requiring tow-away; or
3. Any accident in which the driver is cited and off site medical treatment was required.

Any Last Chance Agreements entered into during the term of the last contract shall be subject to the above provision.

Employees on their initial probationary period who test positive for drugs or alcohol from either a random or reasonable suspicion test shall not be eligible for a Last Chance Agreement or EAP Agreement. The probationary employee shall be terminated on the first occasion in which they test positive for alcohol or other drugs.

Section 7. Safety Sensitive Positions

The following classifications are considered to be safety sensitive positions. Employees in these classifications shall be subject to random testing as described above.

B.U.	Class No.	Title
4	44213	Activity Therapy Specialist 1
4	44214	Activity Therapy Specialist 2
4	65312	Advanced Emergency Medical Tech. - Ambulance
6	54211	Aircraft Attendant
6	54221	Aircraft Maintenance Technician
6	54451	Ambulance Operator
7	21581	Amusement Ride and Game Inspector 1
7	21582	Amusement Ride and Game Inspector 2
7	26531	Arson Investigator
14	24951	Aviator 1

B.U.	Class No.	Title
14	24952	Aviator 2
7	24121	Boiler Inspector
6	54541	Boiler Operator 1
6	54542	Boiler Operator 2
7	24421	Breath Alcohol Testing Inspector
6	53230	Bridge and Lock Tender
3	46531	Correction Officer
7	24341	Customer Service Specialist 1
7	24342	Customer Service Specialist 2
6	53821	Delivery Worker
6	54421	Dredge Operator 1
6	54422	Dredge Operator 2
7	24331	Driver License Examiner 1
7	24332	Driver License Examiner 2 (CDL)
7	24333	Driver License Examiner 2 (Lead Worker)
7	24334	Driver License Examiner 2 (Mobile)
7	24131	Electrical Inspector
7	24141	Elevator Inspector
7	24140	Elevator Inspector Trainee
4	65311	Emergency Medical Technician - Ambulance
7	26591	Firefighter
7	26592	Lieutenant Firefighter
4	44211	General Activities Therapist 1
4	44212	General Activities Therapist 2
7	64921	Hazardous Materials Specialist
7	23161	Hazardous Materials Investigation Specialist 1
7	23162	Hazardous Materials Investigation Specialist 2
7	24151	High Pressure Piping Inspector
4	44111	Hospital Aide
4	44113	Hospital Aide Coordinator 1
4	44114	Hospital Aide Coordinator 2
4	44161	Licensed Practical Nurse
6	22551	Lock Area Technician
7	23111	Motor Carrier Enforcement Inspectors
7	24123	Nuclear Boiler Inspector
4	44310	Occupational Therapy Assistant
4	42741	Qualified Pharmacy Technician
3	44142	Psychiatric Attendant Coordinator

B.U.	Class No.	Title
3	44141	Psychiatric Attendant
7	23181	Public Utilities Gas Pipeline Safety Compliance Investigator
7	23311	Railroad Inspector 1
7	23312	Railroad Inspector 2
7	23313	Railroad Inspector 3
4	44112	Therapeutic Program Worker
4	44260	Therapy Aide
3	46611	Youth Leader (Blind/Deaf School)

*Construction employees pursuant to the Department of Transportation's Agency Specific Agreement, reference Section L in Appendix Q.

**APPENDIX N - WORK AREAS FOR MENTAL HEALTH,
DEVELOPMENTAL DISABILITIES, DEPARTMENT OF
YOUTH SERVICES AND DEPARTMENT OF VETERANS
SERVICES**

Memorandum of Understanding for Implementation of Work Areas for Mental Health, Developmental Disabilities, Department of Youth Services, and Department of Veterans Services of 8/31/87.

A. Work Areas for Mental Health, Developmental Disabilities, Department of Youth Services, and Department of Veterans Services

"Work areas," for the purposes of this memorandum, shall be defined as the smallest subdivision of regular work assignment in the physical setting wherein an employee performs his/her assigned work on a regular basis. (Examples include, but are not limited to, a ward, unit, module, cottage or 1/2 a cottage, kitchen, laundry, building or facility.)

B. Selection of Work Area Process

Within thirty (30) days of the completion of the specified work area negotiations (as outlined in G), each institution shall post all the work area assignments (as defined in A above) for the positions identified in Appendix N. The postings shall include the classification, exact work area, the regularly scheduled days off pursuant to Article 13, and the shift. The affected employees (in classifications listed in Appendix N) at each institution shall be canvassed jointly by the Employer and the Union in institutional seniority order with the most senior employee person being asked his/her preference first; the next most senior person second, etc.

