

# Memorandum

Ohio **DAS**

To: Labor Relations and Human Resources Staffs

From: Steven Loeffler, Deputy Director, Office of Collective Bargaining

Date: November 5, 2003

RE: SCOPE, OEA/NEA Annotated Contract

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We are providing the annotated version of the 2003-2006 labor agreement recently negotiated between the State of Ohio and SCOPE, OEA/NEA. The document is designed to highlight the changes made to the previous agreement. You will also find summaries of important arbitration decisions and effective dates for provisions which have already been implemented.

I hope you find this information helpful as you carry out your daily responsibilities. Do not hesitate to contact the staff of the Office of Collective Bargaining at 614-466-0570 if you have questions or require clarification on any of the issues in the contract.

Thank you.



**2003 – BARGAINING TEAM for  
SCOPE, OEA/NEA  
Contract Negotiations**

Gary C. Johnson  
Chief Spokesperson

Steven J. Loeffler  
Deputy Director, Office of Collective Bargaining

**Agency Representatives**

David Burrus, Rehabilitation and Correction  
Steve Little, Youth Services  
Charles Rudolph, Education  
Dennis Van Sickle, Library

**Office of Collective Bargaining Staff**

Kenneth Couch, Manager, Labor Relations and Training  
Jillian Froment, General Counsel  
Ray Mussio, Labor Relations Specialist  
Kate Stires, Labor Relations Specialist

**The State of Ohio and SCOPE, OEA/NEA  
2003 Negotiations  
Summary of Changes**

**Article 1 – Bargaining Unit**

- No change.

**Article 2 – Non-Discrimination**

- No change.

**Article 3 – Management Rights**

- No change.

**Article 4 – Association Rights**

- Section 4.07 revises language to standardize use of calendar year vs. fiscal year.
- Section 4.07 revises language from ten days each for the President, Vice-President, Secretary and Treasurer to a bank of forty days with restriction that no individual shall use more than ten days.

**Article 5 – Grievance Procedure**

- Section 5.06 Housekeeping – changes reference to 28.06 to 4.07(B).

**Article 6 – Arbitration**

- Section 6.05 adds language “questions of arbitrability shall be determined by the arbitrator”

**Article 7 – Health and Safety**

- No change.

**Article 8 – Performance Evaluation**

- No change.

**Article 9 – Classroom Climate**

- Section 9.03 adds language stating that CIP Team will consist of three Association members and three members appointed by DYS.

- Section 9.03 eliminates requirement for the CIP Team to issue a report including recommendations at establishing a single code of conduct or discipline policy and adds language stating CIP Team will convene once a year to make recommendations for changes in student code of conduct and discipline policy.

#### **Article 10 – Career Development**

- Section 10.03 Increases fund from \$175k to \$200k in FY04 and FY05 and \$250k in FY06 to be utilized only by SCOPE members.
- Section 10.03 adds language requiring members to apply for SCOPE reimbursement. Upon exhaustion of this fund, employees may then apply for agency funds. All funds received count toward the personal cap.
- Section 10.05 adds language to grant DRC teachers forty hours leave per fiscal year to be used during breaks to attend college courses, job-related courses, or training. An additional 120 hours may be granted per fiscal year upon mutual agreement.
- Section 10.05 adds language to grant DYS teachers 160 hours of leave per fiscal year to be used during intersession to attend college courses, job-related courses, or training.
- Section 10.05 adds language that the maximum amount of paid leave for either DRC or DYS teachers shall not exceed 160 hours unless otherwise mutually agreed, cannot be taken during times of mandatory training, and 10 days may be used without specific documentation of registration or completion
- Section 10.05 revises language to state that all other employees who are not classroom teachers for DYS or DRC may be allowed leave with pay not to exceed 1/10 of the employee's normal workweek.
- Section 10.05 adds that all classroom teachers shall be required to provide evidence of registration and completion.
- Section 10.06 revises language to state, "Except for DRC & DYS classroom teachers, all other employees shall be granted two days administrative leave for professional development.
- Section 10.06 adds language that "Additional days of administrative leave may be granted upon mutual agreement".

#### **Article 11 – Labor/Management Committees**

- Eliminates Section 11.05 "Quality Services Through Partnership (QStP)".

#### **Article 12 – Personnel Files**

- No change.

#### **Article 13 – Progressive Discipline**

- No change.

**Article 14 – Work Rules**

- No change.

**Article 15 – Classification**

- No change.

**Article 16 – Position Audits**

- No change.

**Article 17 – Transfers and Promotions**

- Section 17.06 deletes restriction that prevented Employer from reassigning employees outside of their classification and parenthetical.

**Article 18 – Reduction in Work Force**

- No change.

**Article 19 – Probationary Period**

- Section 19.01 adds language that probationary period of new hires begins on date of hire.
- Section 19.01 eliminates language regarding DYS & DRC probationary period beginning when students are assigned to the teacher's classroom or upon completion of Training Academy.
- Section 19.02 clarifies that the employee need not return to work place after notified of probationary removal.
- Section 19.04 adds new section to allow the Employer and Union to mutually agree to extend probation.
- Section 19.05 adds new section stating that an employee coming from a position not covered by this agreement must serve an initial probationary period and the employee has no right to grieve removal.

**Article 20 – Seniority**

- No change.

**Article 21 – Wages**

- Section 21.02, 21.03 & 21.04 eliminates all non-probationary step movement from pay period including 7/1/03 to pay period including 6/30/05 and step movement resumes on 7/1/05.
- Section 21.02 and 21.09 revises language to allow for a 4% increase in the salary base on pay period including 7/1/05.

- Section 21.02 excludes any service time earned from 7/1/03 to 6/30/05 for purposes of calculating longevity.
- Section 21.02 accepts change from “year 10” to “step 10”.
- Section 21.02 revises language to state “Schedule movement is subject to performance evaluations”
- Section 21.03 adds language designating Librarian Classifications and pay ranges.
- Section 21.05 adds language to compensate Teachers at the Deaf and Blind School according to the contract rather than by the code until 6/30/05. Effective 7/1/05 classifications shall be compensated in accordance with ORC 124.15, with a max increase of 4% for 05-06 school year and note that no retroactive step movement shall occur for 7/1/03 to 7/1/05.

#### **Article 22 – Extracurricular Activity Programs**

- Section 22.01 revises effective dates to maintain current compensation rates.
- Section 22.02 revises language to incorporate changes agreed to in MOU.

#### **Article 23 – Hours of Work**

- No change.

#### **Article 24 – Temporary Working Level**

- No change.

#### **Article 25 – Service Credit**

- No change.

#### **Article 26 – Sick Leave**

- Section 26.04 adds pattern language for 100% rate of pay for sick leave used during 40.1 to 80 hours if time spent hospitalized.

#### **Article 27 – Personal Leave**

- No change.

#### **Article 28 – Paid Leaves of Absence**

- Section 28.06 adds great-grandparents to definition of immediate family.

#### **Article 29 – Leaves of Absence Without Pay**

- No change.

### **Article 30 – Vacation**

- No change.

### **Article 31 – Holidays**

- No change.

### **Article 32 – Benefits**

- Follows Health Plan characteristics and benefits as provided in the Employer's Agreement with OCSEA to include the following modifications:
  - Discontinues eligibility for step-children.
  - Adds a \$.20 surcharge to the employee's premium share to fund a Health Care Policy Analyst position.
  - Requires the State to deduct health care premiums from the first and second paycheck of each month.
  - Decreases the Employer's share of the healthcare premium for part-time employees who work an average of 60 hours or more from 90% to 75%.
  - 7/1/03 and 7/1/04 – Requires the Employer to pay 90% of the healthcare premium for part-time employees who work an average of 80 hours per bi-weekly pay period. 7/1/05 – Requires the Employer to pay 85% of the healthcare premium for part-time employees who work an average of 80 hours per bi-weekly pay period.
  - 7/1/05 – Requires the Employer to pay 85% of the healthcare premium for full-time employees.
  - Calculates the part-time employees' average hours in active pay status semi-annually on the basis of the prior twelve (12) pay periods, including January 1 or July 1.
  - Establishes a healthcare spending account no later than 1/1/05. The Health Care Spending Account Third Party Administrator's fee will be funded through payroll tax savings derived from the plan and administrative fees to plan participants. To be developed by the planning sub-committee of the JHCC. Annual cap for employee contributions to the fund shall be \$500 for the first 12 months of the fund's existence, and \$1,000 for subsequent years.
- Follows the Employer's Agreement with OCSEA and the Union's Benefits Trust to include: March 6, 2003 through June 30, 2004 will deduct \$50.00; July 1, 2004 - \$55.00; and July 1, 2005 - \$65.00.

### **Article 33 – Rehabilitation of Injured Employees**

- No change.

### **Article 34 – Life Insurance**

- No change.

**Article 35 – Employee Awards**

- No change.

**Article 36 – Subcontracting**

- No change.

**Article 37 – Early Retirement Incentive**

- No change.

**Article 38 – No Strike/No Lockout**

- No change.

**Article 39 – Travel**

- No change.

**Article 40 – Duration**

- Section 40.01 revises duration to be July 1, 2003 to June 30, 2006.
- Adds 2% ratification pattern for employees who on the active payroll as of March 6, 2003, and November 14, 2004.
- Modifies annualization for all employees paid according to Section 21.02 to be based on step 11 of pay range in which the employee is in 11/14/04 and is not included in the wage base.
- Modifies annualization for all employees paid according to Section 21.05 to be based on step 11 of pay range in which the employee is in 11/14/04 and is not included in the wage base.
- Modifies annualization for all employees paid according to Section 21.09 to be based on top step of pay range in which the employee is in 11/14/04 and is not included in the wage base.

**APPENDIX A – SAMPLE PERFORMANCE EVALUATION FORMS**

- No change.

**APPENDIX B – SAMPLE GRIEVANCE FORM**

- No change.

**APPENDIX C – SAMPLE POSITION AUDIT GRIEVANCE FORM**

- No change.

**APPENDIX D – SAMPLE EAP PARTICIPATION FORM**

- No change.

**APPENDIX E – DRUG-FREE WORKPLACE POLICY**

- No change.

**APPENDIX F – ESTABLISHED TERM IRREGULAR**

- No change.

**APPENDIX G – CLASSIFICATION SPECIFICATIONS**

- Updated to add Education Liaison, Class Number 69621.

**APPENDIX H – ARBITRATION RULES**

- No change.

**APPENDIX I – SCOPE GRIEVANCE MEDIATION PROCEDURE**

- No change.

**APPENDIX J – SAMPLE REDUCTION IN FORCE GRIEVANCE FORM**

- No change.

**MEMORANDUM OF UNDERSTANDING**

- Members who applied for reimbursement for fiscal year 2003 and have been denied due to depletion of fund shall be permitted to apply for up to a total of \$25,000 from the FY04 fund if they applied for reimbursement by 8/1/03. The personal cap shall be \$2,500, reimbursements shall be based on time stamped by DAS and these reimbursements shall be deducted from the FY04 fund of \$200k. Not precedent setting.

SCOPE, OEA/NEA Agreement  
2003-2006  
Effective Dates of Provisions

ARTICLES	DATES	MISCELLANEOUS
<b>ARTICLE 1 – BARGAINING UNIT</b>	Current language.	
<b>ARTICLE 2 – NON-DISCRIMINATION</b>	Current language.	
<b>ARTICLE 3 – MANAGEMENT RIGHTS</b>	Current language.	
<b>ARTICLE 4 – ASSOCIATION RIGHTS</b>	July 1, 2003	
<b>ARTICLE 5 – GRIEVANCE PROCEDURE</b>	July 1, 2003	
<b>ARTICLE 6 - ARBITRATION</b>	July 1, 2003	
<b>ARTICLE 7 – HEALTH AND SAFETY</b>	Current language	
<b>ARTICLE 8 – PERFORMANCE EVALUATION</b>	Current language.	
<b>ARTICLE 9 – CLASSROOM CLIMATE</b>	July 1, 2003	
<b>ARTICLE 10 – CAREER DEVELOPMENT/LICENSURE</b>	July 1, 2003	
<b>ARTICLE 11 – ABOR/MANAGEMENT COMMITTEES</b>	July 1, 2003	
<b>ARTICLE 12 – PERSONNEL FILES</b>	Current language.	
<b>ARTICLE 13 – PROGRESSIVE DISCIPLINE</b>	Current language.	
<b>ARTICLE 14 – WORK RULES</b>	Current language	
<b>ARTICLE 15 – CLASSIFICATION</b>	Current language	
<b>ARTICLE 16 – POSITION AUDITS</b>	Current language	
<b>ARTICLE 17 – TRANSFERS AND PROMOTIONS</b>	July 1, 2003	
<b>ARTICLE 18 – REDUCTION IN WORK FORCE</b>	Current language	
<b>ARTICLE 19 – PROBATIONARY PERIOD</b>	July 1, 2003	
<b>ARTICLE 20 – SENIORITY</b>	Current language.	
<b>ARTICLE 21 – WAGES</b>	July 1, 2003*	*Pay Period including July 1, 2003
<b>ARTICLE 22 – EXTRACURRICULAR ACTIVITY PROGRAMS</b>	July 1, 2003	
<b>ARTICLE 23 – HOURS OF WORK</b>	Current language.	

SCOPE, OEA/NEA Agreement  
2003-2006  
Effective Dates of Provisions

<b>ARTICLE 24 – TEMPORARY WORKING LEVEL</b>	Current language	
<b>ARTICLE 25 – SERVICE CREDIT</b>	Current language	
<b>ARTICLE 26 – SICK LEAVE</b>	July 1, 2003	Sick Leave Hospitalization form effective pay period including July 1, 2003.
<b>ARTICLE 27 – PERSONAL LEAVE</b>	Current language	
<b>ARTICLE 28 – PAID LEAVES OF ABSENCE</b>	July 1, 2003	
<b>ARTICLE 29 – LEAVES OF ABSENCE WITHOUT PAY</b>	Current language	
<b>ARTICLE 30 – VACATION</b>	Current language	
<b>ARTICLE 31 – HOLIDAYS</b>	Current language.	
<b>ARTICLE 32 – BENEFITS</b>	July 1, 2003	
<b>ARTICLE 33 – REHABILITATION OF INJURED EMPLOYEES</b>	Current language.	
<b>ARTICLE 34 – LIFE INSURANCE</b>	Current language	
<b>ARTICLE 35 – EMPLOYEE AWARDS</b>	Current language	
<b>ARTICLE 36 - SUBCONTRACTING</b>	Current language.	
<b>ARTICLE 37 – EARLY RETIREMENT INCENTIVE</b>	Current language.	
<b>ARTICLE 38 – NO STRIKE/NO LOCKOUT</b>	Current language.	
<b>ARTICLE 39 – TRAVEL</b>	Current language.	
<b>ARTICLE 40 – DURATION</b>	July 1, 2003	
<b>APPENDIS A – SAMPLE PERFORMANCE EVALUATION FORM</b>	Current language.	
<b>APPENDIX B – SAMPLE GRIEVANCE FORM</b>	Current language	
<b>APPENDIX C – SAMPLE POSITION AUDIT GRIEVANCE FORM</b>	Current language.	
<b>APPENDIX D – SAMPLE EAP PARTICIPATION FORM</b>	Current language	
<b>APPENDIX E – DRUG-FREE WORKPLACE POLICY</b>	Current language	
<b>APPENDIX F – ESTABLISHED TERM IRREGULAR</b>	Current language	
<b>APPENDIX G – CLASSIFICATION</b>	July 1, 2003	

SCOPE, OEA/NEA Agreement  
2003-2006  
Effective Dates of Provisions

<b>SPECIFICATIONS</b>		
<b>APPENDIX H – ARBITRATION RULES</b>	Current language	
<b>APPENDIX I – SCOPE GRIEVANCE MEDIATION PROCEDURE</b>	Current language	
<b>APPENDIX J – SAMPLE REDUCTION IN FORCE GRIEVANCE FORM</b>	Current language	

*The effective date for all provisions of the Agreement is July 1, 2003, unless specified otherwise in the instructions within an Article.*

## **ARTICLE 1 - BARGAINING UNIT**

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*The language in this Article continues unchanged from the previous Agreement.*

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### **1.01 - Recognition**

The Agreement is made and entered into pursuant to the provisions of Chapter 4117 of the Ohio Revised Code by and between the State of Ohio, represented by the Office of Collective Bargaining, hereinafter referred to as "Employer" and the State Council of Professional Educators, Ohio Education Association (OEA) and National Education Association (NEA), hereinafter referred to as the "Association."

This Agreement is made for the purpose of promoting cooperation and harmonious labor relations among the Employer, employing agencies, employees of the bargaining unit, and the Association, establishing an equitable and peaceful procedure for the resolution of differences, and protecting the public interest by assuring the orderly operations of state government.

### **1.02 - Bargaining Unit**

The Employer hereby recognizes the Association as the sole and exclusive bargaining representative for the purpose of collective bargaining on all matters pertaining to wages, hours, or terms and other conditions of employment, and continuation, modification, or deletion of an existing provision of the Agreement for employees within the bargaining unit, State Unit 10, in the classifications listed in Appendix G.

For the purpose of this Agreement, the following definitions shall apply to employees holding classification titles listed in Appendix G:

- A. A full-time employee is paid by warrant of the auditor and is regularly scheduled to work a work week as defined in Article 23. Said employee shall be included in the bargaining unit on the date of hire.
- B. A part-time employee is paid by warrant of the auditor and is regularly scheduled to work less than the work week for full-time employees. Said employee shall be included in the bargaining unit on the date of hire.
- C. An interim employee is paid by a warrant of the auditor and is hired to work a definite continuous period of one (1) month or more. Said employee will temporarily fill a position which is vacant as a result of sickness, authorized disability leave, authorized leave of absence or promotion.
- D. Intermittent employee is paid by warrant of the auditor who works an irregular schedule which is determined by the fluctuating demands of the work and is generally characterized as requiring less than one thousand (1000) hours per calendar year.

The bargaining unit shall be composed of all full-time and part-time employees within the classifications listed in Appendix G.

Excluded from the bargaining unit are interim employees and intermittent employees within the classifications listed in Appendix G.

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 this Agreement with no substantial change in duties, the new classification shall automatically become a part of this Agreement.

If a new classification contains a 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 Association may notify the Employer that it believes the classification should be in the bargaining unit within thirty (30) days of its receipt of the Employer's notice. The parties will then meet within twenty-one (21) days of such notice to review the classification specifications, and if unable to agree as to its inclusion or exclusion, shall submit the question to the SERB for resolution.

### **1.03 - Classifications**

Classifications in the Bargaining Unit are to be found in Appendix G.

### **1.04 – Legal References**

This Agreement governs the wages, hours, and terms and conditions of employment of employees within the bargaining unit. The provisions of this Agreement shall be interpreted in accordance with, and be subject to, the provisions of Chapter 4117 of the Ohio Revised Code. Pursuant to Ohio Revised Code 4117.10 (A), where this Agreement makes no specification about a matter, the Employer and employee are subject to all applicable state laws pertaining to the wages, hours, terms and conditions of employment for public employees.

### **1.05 - Savings Clause**

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

Should specific provision(s) of this Agreement be declared invalid by any court of competent jurisdiction, all other provisions of the Agreement shall remain in full force and effect.

In the event of invalidation of any portion(s) of this Agreement by a court of competent jurisdiction, and upon written request by either party, the Employer and the Association shall meet within thirty (30) days at mutually convenient times in an attempt to modify the invalidated provision(s) by good faith negotiations.

### **1.06 - Mid-Term Contractual Changes**

The Employer and the Association 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 Association through its designee and the Director of the Department of Administrative Services or designee. Upon its execution, such amendment shall supersede the affected provision(s) 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.

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**Explanation:** *This Section describes the authority of both parties to add to, delete from, substitute or modify any of the provisions of the agreement during its term.*

**Attention:** *Agency Directors; Agency Labor Relations and Personnel Officers*

**Instructions:** *If agencies want to amend the agreement, they must contact Office of Collective Bargaining Labor Relations Specialist for assistance. All amendments must be signed by the Director of the Department of Administrative Services or designee to be valid.*

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## ARTICLE 2 - NON-DISCRIMINATION

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*The language in this Appendix continues unchanged from the previous Agreement except for minor housekeeping changes.*

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### **2.01 - Non-Discrimination**

Neither the Employer nor the Association shall unlawfully discriminate against any employee on the basis of race, sex, creed, color, religion, age, national origin, political affiliation, disability, or sexual preference/orientation, in the application or interpretation of the provisions of this Agreement.

The Employer and the Association hereby state a mutual commitment to affirmative action/equal employment opportunity, ~~as~~ in regards to job opportunities within the agencies covered by the agreement.

The Employer may also undertake reasonable accommodation to fulfill or ensure compliance with the Federal Americans with Disabilities Act of 1990 (ADA) and corresponding provisions of Chapter 4112 of the Ohio Revised Code. Prior to establishing reasonable accommodation which adversely affects rights established under this Agreement, the Employer will discuss the matter with the Association President or other designated union representatives.

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**Explanation:** *The 1994 change added language specifying that there be reasonable accommodation for disabled employees under the requirements of the Americans with Disabilities Act (ADA). It should be noted that reasonable accommodation is required to be extended only to individuals qualified and capable of performing all essential job functions.*

**Attention:** *Agency Directors; Agency Labor Relations and Legal Divisions.*

**Instructions:** *Agency Personnel and Labor Relations personnel should be aware of the existing Executive Orders and consult with OCB Labor Relations Specialists if there is any seeming conflict between contractual provisions in this Section and other Articles of the Contract.*

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### **2.02 - Bona Fide Occupational Qualifications**

Bona fide occupational qualification(s) may be established by the Employer subject to, and in compliance with, the aforementioned provision and the laws of the United States, State of Ohio, or Executive Order(s) of the State of Ohio.

The Employer agrees that where bona fide occupational qualification(s) have been established for any position(s), such bona fide occupational qualification(s) will be listed on the posting for the position(s) when a vacancy is to be filled.

### 2.03 - Nepotism

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

"Immediate family" is defined for the purposes of this Section to include: spouse or significant other ("significant other" as used in this Agreement is defined to mean one who stands in place of a spouse and who resides with the employee), child, step-child, grandchild, parent, step-parent, grandparent, great-grandparent, brother, sister, step-sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or legal guardian or other person who stands in place of a parent.

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**Explanation:** *In 1994 language was added to preclude an employee from being supervised by a member of his/her immediate family and to incorporate the definition of immediate family as defined in the Governor's Executive Order.*

**Attention:** *Agency Supervisors, Labor Relations and Personnel Officers.*

**Instructions:** *Under the contract it remains inappropriate for an exempt employee to supervise a member of his immediate family. It is still unresolved as to whether or not the exempt employee should be moved when a bargaining unit member bids into the work unit of an immediate family member, or whether the bargaining unit member is barred from making such a bid. In any case do not permit a supervisor to directly supervise an employee who is an immediate family member.*

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## ARTICLE 3 - MANAGEMENT RIGHTS

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*The language in this Article continues unchanged from the previous Agreement.*

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### **3.01 - Management Rights**

Except to the extent expressly abridged only by specific articles and sections of this Agreement, the Employer reserves, retains, and possesses, solely and exclusively, all of the inherent rights and authority to manage and operate its facilities and programs. The sole and exclusive rights and authority of management include specifically, but are not limited to the following:

1. determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public Employer, standards of services, its overall budget, utilization of technology, and organizational structure;
2. direct, supervise, evaluate, or hire employees;
3. maintain and improve the efficiency and effectiveness of governmental operations;
4. determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. suspend, discipline, demote, or discharge for just cause, reduce in force, transfer, assign, schedule, promote, or retain employees;
6. determine the adequacy of the work force;
7. determine the overall mission of the Employer as a unit of government;
8. effectively manage the work force;
9. take actions to carry out the mission of the public Employer as a governmental unit;
10. determine the location and number of facilities;
11. determine and manage its facilities, equipment, operations, programs and services;
12. determine and promulgate the standards of quality and quantity and work performance to be maintained; and
13. determine the management organization, including selection, retention, and promotion to positions not within the scope of this Agreement.



## COLLECTIVE BARGAINING CLARIFICATION LETTER

NO. 03-07-01

TO: ALL LABOR RELATIONS OFFICERS AND PERSONNEL OFFICERS  
FROM: STEVEN J. LOEFFLER, DEPUTY DIRECTOR  
SUBJECT: ACCOUNTING FOR UNION LEAVE/ACTIVITY  
DATE: September 11, 2003

Clarification letter No. 00-06-01 originally issued on August 01, 2000 is superceded by this letter.

Please use the following process to account for leave that falls into the following categories:

- 1) Leave for union business
- 2) Time away from normal work assignments to represent employees and/or administer the labor agreement
- 3) Leaves of absence for joint labor/management initiatives

1. Leaves for union business

### **Unpaid leave**

Unpaid leaves of absence may be granted for attendance at certain union functions under various contract sections (e.g. Section 3.10 of the OCSEA Agreement. While commonly used by OCSEA, this type of leave is rarely used under other union contracts. All such leave must be requested through OCB on the required form and approved in advance by OCB. No overtime will be paid to employees to attend such meetings.

Unpaid leaves of absence may also be granted to employees to assume either an elected or appointed union position. The employee is absent from work and away from the normal worksite. All such leave must be requested through OCB on the required form and approved in advance by OCB. For payroll purposes, these unpaid leaves should be coded as LESSU.

**Paid Leave**

Paid Leaves of absence may be granted for union business under various contract sections. The request for leave must be submitted through OCB on the required form and approved in advance by OCB. No overtime will be paid to employees to attend such meetings. For payroll purposes, this leave should be coded as UT.

2. Leave to administer the labor agreement

State employees may function as union stewards, site delegates and other union representatives to represent employees at worksites, for grievance meetings, pre-disciplinary meetings, etc. This type of leave does not require OCB approval, but does require notification to, and permission from the direct supervisor prior to leaving the work area *or remaining in the work area but being unavailable for work due to permissible union activity*. The employee may participate in on-site labor/management meetings, etc. This leave differs from that described in number one above because the employee is not off duty and often not away from the worksite. For payroll purposes, this leave should be coded as UT.

3. Leaves of absence for joint labor-management activities

Employees serving on joint committees with labor and management attendees will be permitted leave with pay to attend these activities. Examples of joint committees include: Regional Work Adjustment Committees, Benefits Trust, Workforce Development, JHCC, agency state wide professional committees and health and safety committees. Bargaining unit representatives for these types of committees will be granted time off with pay to attend such meetings during normal work hours. No overtime will be paid to employees to attend such committee meetings. For payroll purposes, this leave should be coded as JUT.

**Instructions**

State employees functioning as union stewards, site delegates and other union representatives shall complete a log or a request for leave form before they begin any union business as described in the collective bargaining agreements.

- A. **Submission of a Leave Form ADM 4258** (the standard state request for leave form), or a mutually agreed upon form should be submitted for absences requiring the employee to be away from the employee's regular worksite. Examples are leaves approved per OCSEA 3.10.
- B. **Supervisory approval** As with any request for leave appropriate supervisory approval (signature) is required. Supervisors should instruct employee's who normally perform Union functions of approval requirements in the supervisor's absence. OCSEA must verify the member's attendance for any meeting requested under 3.10 – Union Leave.
- C. **Joint Committees** Employees serving on joint committees with labor and managements attendees; e.g., RWAC, Benefits Trust, Workforce Development,

JHCC, agency and statewide Professional Committee and Health and Safety Committee should also request paid leave of absence using form ADM 4258. Employees should check the box marked "Other" and list the committee name. Such leave is always with pay unless a supervisor is otherwise informed by the agency labor relation's office. The supervisor should note in the "Remarks" box that this is paid leave for a joint labor management committee.

- D. A log is attached that has been jointly developed by OCB, state agencies and the unions, to be used by employees seeking release for time away from normal duties at the worksite for activities such as grievance meetings, representing employees at pre-disciplinary meeting, on site labor/management meeting, etc. This differs from leaves described in sections A & B, above, in that the employee is not off duty. **All leaves for activities listed in C above must be documented on the union leave log form.** If you have any questions about the use of this log once it is distributed, please contact your Labor Relations Specialist.
- E. Pursuant to the contractual provision, supervisory approval (signature) is required for stewards and chapter officers to take time away from work while on duty to assist employees with grievances or other contract administration. Supervisors will instruct employees who normally perform union functions of approval requirements in the supervisor's absence.
- F. Agency Labor Relations Officers (LRO) or the LRO designee must submit the completed logs to the assigned OCB Labor Relations Specialist each pay period.

### **Payroll Record**

All hours of union time, paid or unpaid, as defined through this clarification letter, must be recorded on payroll. Payroll officers must code all requests for leave following Payroll Letter 784, issued November 13, 2000.



## ARTICLE 4 - ASSOCIATION RIGHTS

### 4.01 - Voluntary Dues Deduction

The Employer will deduct biweekly membership dues and, if appropriate, initiation fees, payable to the Association upon receipt of a voluntary written individual authorization from any employee on a form provided by the Employer.

The Employer will terminate dues deduction for any of the following reasons:

1. the employee signs a cancellation notification provided by the Employer;
2. the employee is reduced in force;
3. the employee is terminated, resigns or is permanently assigned to a classification title which is excluded from the bargaining unit.

The Employer for the term of this Agreement shall withhold other Association deductions from those employees who have voluntarily and individually authorized such deductions by executing a written authorization form. Such deductions shall remain in effect until the Employer is properly notified in writing by the employee to terminate such deductions.

The Association may establish a dues payment plan for its members allowing them to pay annual dues directly to the Association and without any payroll deduction. The Association shall provide the Employer with a list of employees who are paying their dues in this manner and for whom no payroll deduction is to be made, no later than September 30th of each membership year.

### 4.02 - Notification of the Amount of Dues and Fair Share Fee

Notice of the amount of the annual dues and annual fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association, shall be transmitted by the Association to the Employer on or about September 15th of each year during the term of this Agreement for the purpose of determining amounts to be payroll-deducted.

### 4.03 - Fair Share Fee

#### A. Payroll deduction of fair share fee

The Employer shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such non-members during the term of this Agreement.

The payment of dues or fair share fee shall be required as a condition of employment.

The deduction of the fair share fee from the payroll checks of employees shall be automatic and does not require authorization by the non-member employee.

#### B. Schedule of fair share fee deductions

Biweekly payroll deduction of such annual fair share fees and the obligation to become a member or pay a fair share fee shall commence on the first pay date which occurs on or after January 15th annually. In the case of unit employees newly hired after the beginning of the membership year, the payroll deduction shall commence on the first pay date on or after the later of:

1. Sixty days of employment in a bargaining unit position, or
2. January 15th.

#### C. Termination of Membership

Upon termination of membership during the membership year the Employer shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid. The deduction of

any balance owed as a fair share fee shall commence on the first pay date occurring on or after forty-five (45) days from the termination of membership or January 15th, whichever is later.

#### **4.04 - Transmittal of Specified Bargaining Unit Information and Association Monies Collected by the Employer**

The Employer shall transmit to the Association within one week from the end of the pay period, a list of all monies collected on behalf of the Association. Included within the list shall be the names of each employee from whom a deduction was taken, the pay period covered, the purpose of the deduction, and the amount deducted. The Employer shall also provide the Association on a biweekly basis a list of all employees in the bargaining unit including those employees in inactive pay status. The list shall contain the employee's name, home address, department, institution, classification title and number, and social security number.

#### **4.05 - Rebate Procedure and Indemnification**

##### **A. Procedure for rebate**

The Association represents to the Employer that an internal rebate procedure has been established in accordance with applicable law. A procedure for challenging the amount of the fair share fee has been established and will be given to each member of the bargaining unit who does not join the Association. Such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

##### **B. Entitlement to rebate**

Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

##### **C. Indemnification of the Employer**

The Association recognizes the Ohio Attorney General as counsel to defend the Employer against all claims or actions arising under this article. The Association agrees to indemnify the Employer for any cost of defense or liability incurred as a result of the implementation and enforcement of this provision provided that:

1. the Employer shall give the Association thirty (30) days written notice from the date of receipt of any claim made or action filed against the Employer by an employee for which indemnification may be claimed;
2. the Employer agrees to (a) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding(s), (b) permit the Association or its affiliates to intervene as a party if so desired, (c) not oppose the Association's or its affiliates' application to file briefs amicus curiae in the action, and/or (d) permit the Association to participate in all settlements of any claims arising under this Article.
3. the Employer acted in good faith compliance with the fair share fee provision of this contract; however, there shall be no indemnification of the Employer if the Employer intentionally or willfully fails to apply, except due to court order, or misapplies such fair share fee provision herein.
4. the Employer shall not incur excessive costs under this Section. In those cases where the Attorney General's Office directly provides representation there shall be no charge to the Association for attorneys' fees.

#### **4.06 - Site Representatives**

The right of the Association to appoint site representatives is recognized. The Association shall be entitled to appoint one (1) site representative at each work facility employing two (2) or more full-time permanent employees of the bargaining unit. Designated site representatives will be granted release time as set forth in this Article and other portions of the Agreement.

Site representatives shall have completed their initial probationary period, be employed in and limit their representative activities to the work facility to which they are appointed.

The Association shall provide written notification to the employing agencies of the appointment of all representatives seven (7) days prior to the effective date of any such designation. No appointment shall be recognized until such notification is received by the employing agencies.

Release time shall be granted to Association site representatives, limited to the presentation of employee grievances and the representation of employees in pre-disciplinary conferences. Release time may be granted by the employing agencies to Association site representatives for other functions where such release time is expressly provided for in this Agreement and/or authorized by the employing agencies. However, release time shall not be granted to Association site representatives if a OEA Labor Relations Consultant or other designated Association representative is present at any grievance meeting or pre-disciplinary conference.

An Association site representative may use a reasonable amount of working time to receive and investigate complaints and grievances of employees on the premises of the Employer only if such activity does not interfere with or interrupt normal school or agency operations and prior approval has been granted by the representative's supervisor and the complainant's/grievant's supervisor.

Employees needing an Association site representative's presence during working time shall direct their request to the site representative. The site representative shall request release through his/her immediate supervisor. Association site representatives will, upon entering any work area other than their own, and prior to engaging in any representative duties, report to the supervisor involved.

The OEA Labor Relations Consultant or other designated Association representative shall conduct business with the prior notification of the Employer at work facilities at reasonable times and shall not interfere with or interrupt normal school or facility operations. The OEA Labor Relations Consultant or other designated Association representative shall adhere to any existing policies regarding non-employee access to the work facility.

The Employer shall provide the representative with a private space to meet with the employee(s).

Any disputes regarding this Article may be filed at Step Three (3) of the Grievance Procedure.

#### **4.07 – Association Leave**

A. All requests for any form of time off from work pursuant to this Article must be made by completing a form or log provided by the Employer. No employee will be granted any time off pursuant to this Article, without completing the form or log prior to the utilization of such time, and securing of permission to utilize such time. The employee shall enter on the form the time the leave commences, and upon returning the employee 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 an acceptable alternative union leave request procedure with their supervisor. In the absence of a mutually agreed to form the employee shall use state leave forms.

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**Explanation:**

*Requires Delegates and employees who are off work on union business to follow sign-in/sign-out procedures and to contact the supervisor prior to leaving the work area.*

**Attention:** Agency Directors; Agency Labor Relations, Personnel, Human Resources, and Legal Divisions.

**Instructions:** The sign-in/sign-out procedures are outlined in Collective Bargaining Clarification Letter No 03-07-01. The Clarification Letter and Union Leave log are attached.

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B. The Employer agrees to provide the Association with a bank of one thousand seven hundred (1,700) hours each year of the Agreement. The purpose of this leave is to administer Section(s) of the Agreement as outlined below: (No more than one (1) representative will be released per event related to the administration of Articles 5, 6, and 13. However, only the President and Grievance Chair may cross agency lines, except where mutually agreed. If both are to be unavailable, a designee is to be named to OCB by the Association for the date(s) of their mutual absence.)

Article 5, Section 5.06(A), Association Representation

Article 5, Section 5.10 and Appendix I - Grievance Mediation **Procedure**

Article 6, Section 6.01 and Appendix H – Arbitration **Rules**

Article 6, Section 6.03 ~~2~~, Scheduling of Arbitration

Article 13, Section 13.02, Investigatory Meeting

Article 13, Section 13.03, Pre-Suspension or Pre-Termination Conference

Article 18, Reductions in Force

Impact Bargaining

Grievance, Membership, Election, and Communication Committee Work (The Association shall serve written notice to the Deputy Director of the Office of Collective Bargaining by September 1<sup>st</sup> of each year regarding which Association members serve on each committee.)

Association representatives, delegates and officers may also utilize this bank of hours to attend conferences, conventions, and training sessions. The Association will provide written notification to the Office of Collective Bargaining with a copy to the employing agency for all requests of Association leave. No use of such leave will be authorized by the Office of Collective Bargaining unless notification of the eligibility of the employee making the request is received by the Employer from the Association.

The Association shall notify the Employer of the dates of national conferences and conventions to which Association delegates may be sent ninety (90) days in advance of the event. Requests for use of leave time for such events must be submitted in writing to the Office of Collective Bargaining ninety (90) days in advance of the event. Other uses of time by Association representatives will require written notification to the Office of Collective Bargaining of five (5) days. This time limit may be waived at the discretion of the Office of Collective Bargaining.

Association Representatives may utilize leave pursuant to this Section of the Collective Bargaining Agreement in increments of two (2) hours. No Association representative may utilize more than one hundred and sixty (160) hours of Association leave in a ~~calendar~~ **fiscal year**. The Association will notify the Office of Collective Bargaining ~~on an annual basis~~ **by June 30<sup>th</sup> each year** those employees designated as Association Representatives **for the following fiscal year**.

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**Explanation:**            *The 2003 change revises the annual allotment period from a calendar year to a fiscal year for administrative ease*

**Attention:**            *Agency Directors; Agency Labor Relations, Personnel, Human Resources, and Legal Divisions.*

**Instructions:**        *The use of this time will be coordinated through the Office of Collective Bargaining.*

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Additionally, the President, Vice-President, Secretary and Treasurer will be given **a bank of forty (40) ~~ten (10)~~** additional days of administrative leave per fiscal year to conduct Union business. **No individual may utilize more than ten (10) days of this administrative leave.** The officers listed above shall be charged one day for the use of any part of a day.

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**Explanation:**        *The President, Vice-President, Secretary and Treasurer will be given an additional 10 days each to conduct union business. The use of any part of a day shall constitute the use of an entire day for the previously listed officers. The 2003 change reinforces that each individual may not exceed ten days of administrative leave, regardless of title.*

**Attention:**            *Agency Directors; Agency Labor Relations, Personnel, Human Resources, and Legal Divisions*

**Instructions:**        *The use of this time will be coordinated through the Office of Collective Bargaining. An individual that served in one office and utilized all of the allotted days may not utilize another ten days if he or she is elected to a different office.*

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The Association's seven (7) bargaining team members will be provided three (3) days each to be utilized for bargaining preparation to negotiate the successor agreement.

Employees on approved Association leave pursuant to this Section shall suffer no loss for leave accrual purposes as specified in Articles 26, 27 and 30.

Requests to utilize such leave will be granted dependent upon adequacy of staff to cover the work unit and such requests will not be unreasonably denied. In the event of an emergency, the approved leave may be cancelled.

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**Attention:**            *Agency Directors; Agency Labor Relations, Personnel, Human Resources, and Legal Divisions*

**Instructions:**

*The use of this time will be coordinated through the Office of Collective Bargaining.*

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**4.08 - Orientation**

A designated site representative or OEA Labor Relations Consultant shall be given the opportunity to address orientation programs conducted by the Employer for new employees. The presentation shall be for a reasonable amount of time and at a time mutually agreed to, in advance, by the Employer and the Association.

**4.09 - Bulletin Boards**

The employing agencies shall provide a suitable bulletin board at each work facility where ten (10) or more employees are assigned. Where ten (10) or less employees are assigned, an alternate space will be provided. The purpose of the bulletin board or alternate space is to post notices and other materials affecting employees. The posting of any Association materials shall be restricted to such bulletin board or alternate space as provided. Any material posted shall be dated and signed by the appropriate Association representative.

No such materials may be posted at any time which contain any of the following:

- A. personal attacks upon any other employee;
- B. attacks on any other employee organization;
- C. derogatory attacks upon the management of the Employer; or
- D. ~~or~~ partisan campaign literature.

If the posting is not authorized, the Association will not accept any liability and will immediately remove the materials from the bulletin board or alternate space.

Upon notice of a violation of this section, an Association Representative shall remove such prohibited material.

**4.10 - Mail Service**

The employing agencies shall designate a representative at work facilities where mailboxes for employees currently exist or are created during the term of this Agreement. The employing agency representative shall have the responsibility to promptly place in such mailboxes materials received from an authorized Association representative. All materials placed into the mailboxes on behalf of the Association shall be the property of the employee to whom it is addressed. No other employee organization shall have the right to have materials placed in mailboxes.

The Association may use the mail service distribution no more than twice each month. All Association materials must also conform to standards established by existing or revised mail policies of affected employing agencies.

The Employer shall be held harmless for deliveries stemming from such usage of these mailboxes.

**4.11 - Committee Members and Representatives**

The Association retains the exclusive right for the selection of its own committee members and representatives.

## ARTICLE 5 - GRIEVANCE PROCEDURE

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*The language in this Appendix continues unchanged from the previous Agreement except for minor housekeeping changes.*

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### **5.01 - Purpose**

The State of Ohio and the Association recognize that in the interest of harmonious relations, a procedure is necessary whereby employees are assured of prompt, impartial and fair processing of their grievances. Such procedure shall be available to all employees and no reprisals of any kind shall be taken against any employee initiating or participating in the grievance procedure. The grievance procedure shall be the exclusive method of resolving both contractual and disciplinary grievances except where otherwise provided by this Agreement.

The parties intend that every effort shall be made to share all relevant and pertinent records, papers, data and names of witnesses to facilitate the resolution of grievances at the lowest possible level. Where the parties mutually agree, telephone and/or teleconferencing are acceptable options for the purpose of conducting grievance meetings.

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**Explanation:** *The 1997 language provides for the utilization of telephone and/or teleconferencing as means of conducting grievance meetings. The methods may be utilized only upon mutual agreement by the parties.*

**Attention:** *Agency Labor Relations Officers.*

**Instructions:** *Labor Relations Officers should ensure that the Union has agreed before scheduling a telephone or teleconference meeting.*

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An employee who elects to pursue a claim through any judicial or administrative procedure shall thereafter be precluded from processing the same claim and incident as a grievance hereunder. This restriction does not preclude, however, pursuing a claim which has been heard in the grievance and arbitration procedure, in another forum, subject only to the State's right to file a motion for deferral.

### **5.02 - Definitions**

- A. Grievance - refers to an alleged violation, misinterpretation or misapplication of specific provision(s), article(s), and/or section(s) of this Agreement.
- B. Disciplinary Grievance - refers to a grievance involving a suspension or termination.
- C. Day - refers to calendar day except where otherwise specified. Times shall be computed by excluding the first and including the last day, except that when the last day falls on a Saturday, a Sunday or a legal holiday, the act may be done on the next succeeding day which is not a Saturday, Sunday or legal holiday. "Work Days" refers to Monday through Friday, excluding legal holidays.

- D. Appointing authority is the public official of a department, board, commission or body who has the authority to appoint or discharge an employee. The term "appointing authority" also includes the public official's designee.
- E. Employing agency is the department, board, commission, or body within which the employee is appointed. If there is more than one (1) appointing authority within the employing agency, the term agency refers to the entire department under the control of the director of the department.
- F. Grievance numbers shall be assigned by the Agency designee at the level it is originally filed. The assignment of a number is merely for tracking purposes and shall not be construed as a recognition that it is a valid grievance.

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**Explanation:**            *The 1997 language clarifies who is responsible for assigning grievance numbers and precludes any claim a grievance is valid just because it was assigned a number.*

**Attention:**            *First line supervisors, second and third Step designees and Agency Labor Relations Officers.*

**Instructions:**        *Agencies need to establish a grievance numbering system that accommodates all levels where grievances originate.*

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### **5.03 - Qualifications**

A grievance under this procedure may be brought by any employee or group of employees or the Association setting forth the name(s) or group(s) of the Grievant(s). At each step of the grievance procedure, except Step One (1), the Grievant must specify on the written grievance form the specific provision(s) of the Agreement alleged to have been violated and the desired resolution. The parties shall use the mutually developed grievance form for the processing of grievances.

Where a group of employees or the Association desires to file a grievance involving an alleged violation which affects more than one (1) employee in the same way, the grievance may be filed by the Association. Grievances so initiated shall be called class grievances. The caption of the grievance shall bear the name of one (1) affected employee with the designation et al. Class grievances shall be filed within fifteen (15) working days of the date on which any of the affected employees knew or reasonably could have had knowledge of the event giving rise to the class grievance. Class grievances shall be initiated directly at Step Two (2) of the grievance procedure.

Within thirty (30) days of this Agreement, the Association will provide to the Office of Collective Bargaining names of those representatives designated by the Association with the authority to file and sign class grievance on behalf of the Association. It will be the responsibility of the Office of Collective Bargaining to transmit to each employing agency affected by this agreement a list of such representatives. It will be the responsibility of the Association to inform the Office of Collective Bargaining of any changes, additions, or deletions to this list.

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**Explanation:**            *The 1997 language clarifies who is authorized to file and sign class grievance on behalf of SCOPE. The Association will notify OCB of*

*changes to the list.*

**Attention:** *First line supervisors, second and third Step designees and Agency Labor Relations Officers.*

**Instructions:** *The appropriate agency representative must check each class action grievance to see if the grievant is a representative designated by the Associate.*

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#### **5.04 - Termination of Grievance**

When a decision has been accepted by the appropriate parties at any step of this grievance procedure, the grievance shall be terminated. Should the Grievant fail to comply with the time limits specified herein, that grievance shall be terminated and considered resolved in favor of the Employer.

#### **5.05 - Grievance Procedure**

The following procedure applies to the processing of grievances:

##### **A. Step One (1) - Immediate Supervisor**

An employee having a grievance shall first attempt to resolve it informally with his/her immediate supervisor within fifteen (15) working days of the date on which the employee knows or reasonably could have had knowledge of the event giving rise to the grievance, but no later than thirty (30) days after the event. If being on approved paid leave prevents a Grievant from having knowledge of an occurrence, then the time lines shall be extended by the number of days the employee was on such leave except that in no case will the extension exceed ninety (90) days after the event. At this step, the employee may be represented by an Association representative if the employee so desires. Within seven (7) days after the employee has notified the supervisor of the grievance, the supervisor shall respond to the employee in writing. If the employee is not satisfied with the result of this informal step, the employee may pursue the formal steps which follow:

##### **B. Step Two (2) - Next Level Supervisor**

Should the Grievant not be satisfied with the written answer received at Step One (1), within ten (10) days after receipt thereof, or the date such answer was due, whichever is earlier the Grievant or the Association, if requested, may file the grievance with the next level supervisor. If the requirements of Step One (1) have not been attempted by the employee, the employee shall have no right to file a formal grievance.

Upon receipt of the grievance, the next level supervisor shall indicate the date of receipt on the grievance form. Within fourteen (14) days of receipt, a meeting shall be held with the Grievant. The Grievant shall receive notification at least two (2) days prior to the meeting. An Association representative may attend the meeting and shall represent the employee if requested.

Within ten (10) days of this meeting, the next level supervisor shall respond on the grievance form and return a copy to the Grievant and to the Association representative.

##### **C. Step Three (3) - Employing Agency Director**

Should the Grievant or the Association not be satisfied with the written answer received at Step Two (2), within ten (10) days after receipt thereof or the date such answer was due, whichever is earlier, the grievance shall be filed with the Agency Head/Director or designee. When different work locations are involved, transmittal of grievance appeals and subsequent responses shall be by U.S. Mail. The grievance may be submitted by serving written notice (including a copy of the

grievance) presented to the Agency Head/Director or designee. The mailing of the grievance appeal shall be timely, if it is postmarked within the appeal period. Envelopes lacking a legible postmark shall be assumed to have been mailed three (3) days prior to their receipt. Upon receipt of the grievance, the agency head/Director or designee shall hold a meeting and render a decision within forty-five (45) days after the receipt of the grievance. The Grievant shall receive notification at least two (2) days prior to the meeting. An Association representative may attend the meeting and shall represent the employee if requested. A representative of the Office of Collective Bargaining may be present at such meeting. The Deputy Director of the Office of Collective Bargaining or designee shall review the written decision of the agency head or designee, prior to its being mailed to the Grievant and/or Association.

The Association shall designate an individual within the organization to whom copies of Step Three (3) responses shall be mailed. The notification shall be sent to the Office of Collective Bargaining by the President of the Association.

By mutual agreement, the Association and agency may waive any preceding step of the grievance procedure.

**D. Step Four (4) - Request for Arbitration**

If the Agency is untimely with its response to the grievance at Step Three (3), absent a mutually agreed to time extension the Association may appeal the grievance to Step Four (4) requesting a meeting by filing a written appeal and copy of the grievance form to the Deputy Director of the Office of Collective Bargaining within fifteen (15) days of the due date of the Step Three (3) receipt of a grievance. ~~As~~ As a result of a failure to meet the time limits by the agency, OCB shall schedule a meeting with the Uniserv Consultant and/or a Site Representative within thirty (30) days of receipt of the grievance appeal in an attempt to resolve the grievance unless the parties mutually agree otherwise. Within thirty-five (35) days of the OCB meeting, OCB shall provide a written response which may grant, modify or deny the remedy being sought by the Union. ~~The~~ The response will include the rationale upon which the decision is rendered and will be forwarded to the Grievant, the Association's Step Three (3) representative~~s~~ who attend the meeting and the Association's Grievance chair. If the Association is not satisfied with the answer at Step Three (3) or the OCB response issued at Step Four (4), it may submit the grievance to arbitration, by serving written notice of its desire to do so (including a copy of the grievance) by U.S. Mail. The notice shall be presented to the Deputy Director of the Office of Collective Bargaining, with a copy sent to the Agency Head/Director or designee. This notice shall be mailed within fifteen (15) days after the receipt of the decision at Step Three (3) or the OCB response issued at Step Four (4), or the date such answer was due, whichever is earlier. The mailing of a letter requesting a grievance appeal shall constitute a timely appeal, if it is postmarked within the appeal period. Envelopes lacking a legible postmark shall be assumed to have been mailed three (3) days prior to their receipt.

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**Explanation:** *Housekeeping changes.*

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**5.06 - Association Representation**

A. In each step of the grievance procedure, certain specific Association representatives are given approval to attend the meetings therein prescribed. However, it is understood by the parties that, in the interest of resolving grievances at the earliest possible step of the grievance

procedure, it may be beneficial that other individuals, not specifically designated, be in attendance provided that their presence will not interfere with or interrupt normal school or work facility operations.

In regard to the adjustment of grievances and the formalization of settlements at Step Three (3), the Association shall designate those bargaining unit members who have the authority to act on behalf of the Association. The President of the Association shall serve written notice to the Deputy Director of the Office of Collective Bargaining regarding who these bargaining unit members are. Where feasible, the bargaining unit representative designated to attend such meetings shall be an employee of the Agency seeking to settle the grievance. A bargaining unit representative shall be granted administrative leave with pay, per Section ~~28.07~~ 4.07(B), to attend a meeting held to facilitate the adjustment of a grievance, so long as attendance does not adversely impact the adequacy of the workforce at the employing agency.

- B. A Grievant and the Association site representative shall be allowed time off, with pay at base rate, from regular duties for attendance at scheduled meetings under the grievance procedure. Grievance meetings will usually be held during normal business hours.
- C. The Association shall be the exclusive representative of the employee in all matters pertaining to the enforcement of any rights of the employee under the provisions of this Article and in accordance with Chapter 4117.03(A)(5) of the Ohio Revised Code.
- D. At any step in the grievance procedure, the Association shall have the final authority in respect to any aggrieved employee, to decline to process a grievance if, in the judgment of the Association, the grievance lacks merit or justification under the terms of this Agreement or has been adjusted or rectified under the terms of this Agreement to the satisfaction of the Association.

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**Explanation:**                      *Housekeeping change.*

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#### **5.07 - Time Extensions and Step Waivers**

A. The Grievant or the Association representative and representatives of the Employer may mutually agree in writing at any step to a short time extension. Any step in the grievance procedure may be waived by written mutual consent. In emergency situations as defined by the Governor of the State of Ohio, an Appointing Authority, employing agency Director, or the Deputy Director of the Office of Collective Bargaining, the time limitations shall be suspended by both parties for the duration of the emergency. In the absence of such extensions or emergency situations, at any step where a grievance response of the Employer has not been received by the Grievant and the Association representative within the specified time limits, the Grievant may file the grievance to the next successive step in the grievance procedure within the same number of days from the date the decision was due as specified in Section 5.06 of this Article.

Except as provided above, grievances shall be processed within the specified time limits.

B. Certain issues which by their nature cannot be settled at Step One (1) of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps may, by mutual agreement, be filed at the appropriate advanced step where the action giving rise to the grievance was initiated. By mutual agreement, in lieu of a step

meeting, a grievance response may be issued by a representative of the Employer based on a review of written documents only.

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**Arbitration Awards:**

#1575 Arbitrator Stein, Grievant Vera Sampson, DRC, 6/3/02. The issue of timeliness was raised to the filing of the grievance. The Arbitrator decided that the Employer was precluded from raising the issue of timeliness because two employees in the Labor Relations office signed a Step 3 response that stated there were no procedural objections.

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**5.08 - Disciplinary Grievance Procedure**

**General**

An employee who wishes to grieve a suspension, a fine, a discharge, or a demotion shall have such grievance subjected to an expedited grievance/arbitration procedure as outlined in this section, and shall be excluded from the regular grievance procedure as outlined in Section 5.05. The following provisions shall apply to disciplinary grievances:

1. an employee who is serving in his/her original probationary period does not have the right to file a disciplinary grievance;
2. an employee who is reduced during the probationary period following promotion does not have the right to file a disciplinary grievance.

**B. Oral and Written Reprimands**

During the life of this Agreement, oral reprimands shall be grievable through Step Two (2). Written reprimands shall be grievable through Step Three (3). If an oral or written reprimand becomes a factor in a disciplinary grievance that goes to arbitration, the arbitrator may consider evidence regarding the merits of the oral and written reprimand.

**C. Procedure**

An employee with a disciplinary grievance or an authorized Association representative shall file a grievance under the procedures listed below unless mutually agreed otherwise.

**1. Step Three (3)**

An employee or an authorized Association representative may file a grievance directly to the Agency Head/Director or designee of the employing agency at Step Three (3) either within ten (10) days of the effective date of the action or within ten (10) days after receipt of the notice as to the action, whichever is later. When different work locations are involved; transmittal of grievance appeals and subsequent responses shall be made by U.S. mail. The grievance may be submitted by serving written notice (including a copy of the grievance) presented to the Agency Head/Director or designee. The mailing of the grievance appeal shall constitute a timely appeal, if it is postmarked within the appeal period. Envelopes lacking a legible postmark shall be assumed to have been mailed three (3) days prior to their receipt.

Upon receipt of the grievance, the Agency Head/Director or designee shall schedule a meeting to be held within fifteen (15) days unless the parties mutually agree otherwise. By mutual agreement of the parties, agencies may schedule Step Three (3) meetings on a monthly basis, by geographic areas, so that all grievances that have been newly filed, that

have been advanced to Step Three (3) or that have been continued since the previous month, can be heard on a regular basis. An Association representative may attend the hearing and shall represent the employee if requested. The Agency Head/Director or designee shall render a decision in writing and return a copy to the Grievant and the Association representative within forty-five (45) days after the meeting.

A representative of the Office of Collective Bargaining may be present at such meeting and the Deputy Director of the Office of Collective Bargaining or designee shall review the written decision of the Agency Head/Director or designee, prior to its being mailed to the Grievant and/or Association. The Association shall designate an individual within the organization to whom copies of Step Three (3) responses shall be mailed. The notification shall be sent to the Office of Collective Bargaining by the President of the Association.

By mutual agreement, the Association and agency may waive any preceding step of the grievance procedure.

## **2. Step Four (4) - Request for Arbitration**

If the Agency is untimely with its response to a grievance at Step Three (3), absent a mutually agreed time extension the Association may appeal the grievance to Step Four (4) requesting a meeting by filing a written appeal and a copy of the grievance form to the Deputy Director of the Office of Collective Bargaining within fifteen (15) days of the due date of the Step Three (3) answer. Upon receipt of a grievance, as a result of the failure to meet the time limits by the agency, OCB shall schedule a meeting with the Uniserv Consultant and/or a Site Representative within thirty (30) days of receipt of a grievance appeal in an attempt to resolve the grievance unless the parties mutually agree otherwise. Within thirty-five (35) days of the OCB meeting, OCB shall provide a written response which may grant, modify or deny the remedy being sought by the Union. The response will include the rationale upon which the decision is rendered and will be forwarded to the Grievant, the Association's Step Three (3) representative's who attend the meeting and the Association's Grievance chair.

If the Association is not satisfied with the answer at Step Three (3) or the OCB response at Step Four (4) (except in the case of an oral or written reprimand), it may submit the grievance to arbitration, by serving written notice of its desire to do so (including a copy of the grievance) by U.S. Mail. The notice shall be presented to the Deputy Director of the Office of Collective Bargaining, with a copy sent to the Agency Head/Director or designee. This notice shall be mailed within fifteen (15) days after the receipt of the decision at Step Three (3) or the date such answer was due, whichever is earlier. The mailing of a letter requesting a grievance appeal shall constitute a timely appeal, if it is postmarked within the appeal period. Envelopes lacking a legible postmark shall be assumed to have been mailed three (3) days prior to their receipt.

## **5.09 - Reduction in Force Grievance**

Grievances which arise under Article 18 shall be filed simultaneously with the Agency at Step Three (3) of the Grievance Procedure as outlined in Section 5.05, and the Office of Collective Bargaining at Step Four (4) of the Grievance Procedure as stipulated in Sections 18.01 and 18.13 with the following exceptions;

- A. The Step Three (3) review shall not require a hearing, but will merely require a paper review by the Agency and OCB. The Association agrees to provide a detailed explanation of the grievance at Step Three (3) to facilitate discussion of the issues.
- B. At Step Four (4) the grievance shall be placed on the arbitration schedule no sooner than sixty (60) days from the filing of the arbitration and Step Three (3) appeal or forty-five (45)

days after the issuance of the Step Three (3) answer whichever is earlier. The parties may by mutual agreement alter these timelines.

#### **5.10 - Grievance Mediation**

The parties agree that during the term of this Agreement the grievance mediation/resolution procedure will remain in effect. This dispute resolution mechanism shall be used to reduce the number of grievances that have been advanced to arbitration before and during this Agreement. Grievance Mediation shall be conducted pursuant to Appendix I.

#### **5.11 – Settlement Agreements**

Settlement agreements that require payment or other compensation shall be initiated for payment within two payroll periods following the date the settlement agreement is fully executed. If payment is not received within three (3) pay periods, interest at the rate of one percent (1%) shall accrue commencing the first day after the payment was due and on the same date of subsequent months.

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**Instructions:**

*The Union and the Employer may mutually agree to eliminate the accrual of interest to settle a grievance when unusual circumstances might prevent the settlement payment being made within three (3) pay periods. One unusual circumstance might be if the Employer must seek approval from its controlling board for a large settlement. To eliminate the accrual of interest, the parties should specifically waive the interest provision in the settlement agreement.*

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## ARTICLE 6 - ARBITRATION

### 6.01 - Arbitration Panel

Within thirty (30) days after this Agreement becomes effective, the Employer and the Association shall select a panel of six (6) arbitrators. The panel shall be assigned cases in rotation order designated by the parties. Each arbitrator shall serve for the duration of this Agreement. Either party may notify the other of its intent to terminate an arbitrator. Within five (5) days of receipt of such notification, the parties shall notify the arbitrator by joint letter that his/her services are terminated. The arbitrator shall conclude his/her services by settling any grievances previously heard within forty-five (45) days of such notification. Any successor arbitrator(s) shall be mutually selected by the parties from the panel of arbitrators referenced in the following section and in accordance with the procedure for the selection of Grievance Mediation panel members and the arbitration rules. Conversely, the parties may, by mutual agreement, change an arbitrator's appointment from the Arbitration Panel to the Grievance Mediation Panel. The arbitration rules are included in Appendix H.

### 6.02 - Mediation Panel

Within thirty (30) days after this Agreement becomes effective the Employer and the Association shall select three (3) arbitrators to serve on the Grievance Mediation panel. These arbitrators shall be used for the grievance mediation procedure as referenced in Section 5.10 of the Agreement. The panel shall be assigned cases in rotation order as designated by the parties. Each panel member shall serve for the duration of this Agreement except that either party may notify the other of its intent to terminate a panel member. Within five (5) days of receipt of such notification, the parties shall notify the panel member by joint letter that his/her services are terminated. Any successor panel member(s) shall be mutually selected by the parties in accordance with the mutually agreed upon procedure and the arbitration rules.

### 6.03 - Scheduling of Arbitration

Unless mutually agreed otherwise, the parties shall meet monthly to schedule requests for arbitration. Meetings shall occur during the work day at times which are least likely to require a substitute employee and at times which are least disruptive to the operation of the Employer. The designated Association Representative shall be permitted two (2) hours per month at his/her base rate of pay to attend such meetings and such release time shall be by mutual agreement.

### 6.04 - Expenses

All fees and expenses of the arbitrator and hearing shall be borne equally by the parties except as provided in this Section. The arbitrator shall submit an account for the fees and expenses of arbitration to each party. If one (1) party desires a transcript of the proceedings, the total cost for such transcription shall be paid by the party desiring the transcript. If the other party desires a copy, then the total cost for such transcription shall be shared equally by both parties. The parties agree that normally transcripts will not be requested. All other costs incurred by each party will be paid by the party incurring the costs.

### 6.05 - Arbitrator Limitations

Only disputes involving the interpretation, application or alleged violation of provisions of this Agreement shall be subject to arbitration. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement; nor shall the arbitrator impose on either party a limitation or obligation not specifically required by the express language of this Agreement.

**Questions of arbitrability shall be determined by the arbitrator.**

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**Explanation:**            *The language gives the Arbitrators jurisdiction to make decisions on both the procedural and substantive arbitrability of the claim or the grievance.*

**Attention:**                *Agency Labor Relations Officers, Office of Collective Bargaining, Arbitration Advocates, Dispute Resolution Schedulers.*

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**6.06 - Witnesses and Subpoenas**

The arbitrator shall have authority to subpoena witnesses pursuant to Section 2711.06 of the Ohio Revised Code. Upon receiving a request to issue a subpoena(s), the arbitrator shall contact the other party and hear and consider any objections to the issuance of said subpoena(s). If the arbitrator sustains the objection to the issuance of the subpoena, the arbitrator shall inform the parties at least five (5) days prior to the hearing. The arbitrator shall not knowingly subpoena persons to offer repetitive testimony, nor shall he/she subpoena persons who do not have direct knowledge of the incident giving rise to the grievance or whose testimony is not relevant to the grievance.

When the arbitrator determines that so many employees from the same work facility have been subpoenaed that the number of subpoenaed employees would impede the ability of the Employer to carry out its mission or inhibit the Employer's ability to conduct an efficient operation, arrangements shall be made to take the testimony desired in such a manner to alleviate these concerns.

Five (5) days prior to the start of an arbitration hearing, the parties shall deliver the names of all witnesses to each other. Where either party will make an issue of "intent", that party will notify the other party ten (10) days prior to the hearing.

Where the intent of the Agreement is determined to be relevant, no more than one (1) member of either bargaining committee may be called as a witness by a party.

The Employer agrees to compensate at base rate of pay, employees subpoenaed as witnesses by the Association. The Association shall assume all costs for transportation, meals and lodging for the grievant's witnesses called by the Association.

**6.07 - Issues**

Prior to the start of an arbitration hearing, the representatives of the Employer and the Association shall attempt to reduce to writing the issue(s) to be placed before the arbitrator and any stipulations as may be agreed upon. At the meeting, if the parties cannot agree upon the issue(s) they shall at that time submit separate versions of the issue(s) in writing to each other, and shall submit copies to the arbitrator at the hearing. Where such a statement is submitted, the arbitrator's decision shall address itself solely to the issue(s) presented and shall not impose upon either party any restriction or obligation pertaining to any matter raised in the dispute which is not specifically related to the submitted issue(s).

**6.08 - Arbitration Decisions**

The arbitrator shall render a decision as quickly as possible, but in any event, no later than forty-five (45) days after the close of the record unless the parties agree otherwise.

The arbitrator's decision shall be submitted in writing and shall set forth the findings and conclusions with respect to the issues submitted to arbitration. The arbitrator's decision shall be

final and binding upon the Employer, the Association and the employee(s) involved, except as provided in Chapter 2711 of the Ohio Revised Code.

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**Explanation:** *The time limit in which an arbitrator may render a decision coincides with the time limits outlined in the Arbitrators' personal services contracts.*

**Attention:** *Agency Labor Relations Officers, Office of Collective Bargaining, Arbitration Advocates, Dispute Resolution Schedulers.*

**Instructions:** *Advocates should inform the Dispute Resolution Schedulers of the due dates for briefs so that the Scheduler can calculate the deadline for the decision.*

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### **6.09 - Expedited Arbitration Procedure**

Unless mutually agreed otherwise by the parties, the expedited arbitration procedure shall apply to all suspensions of ten (10) days or less which are grievable and arbitrable, as well as any grievances arising under Article 18.

Provisions of this Article apply to expedited arbitration with the following modifications:

- A. Each party shall have the responsibility of collecting written notarized statements from any witnesses it desires. Such witness statements shall be exchanged at least five (5) days prior to the scheduled hearing. These notarized statements shall be received by the arbitrator and considered as evidence. Any party wishing to cross-examine on the contents of a notarized statement shall either subpoena or request the voluntary appearance of the witness.
- B. The parties agree that there will be only a limited number of witnesses called. Each party will reduce to writing its statement of facts, the names of any witnesses to the incident(s) giving rise to the grievance, and/or any facts surrounding the incidents. The parties will exchange these written statements at least fifteen (15) days prior to the arbitration hearing.
- C. On the day of the hearing, the arbitrator shall consider the arguments of the representative of each party, the parties' written statements, notarized witness statements, and evidence and testimony of witnesses presented at the hearing.
- D. No briefs shall be used except by mutual agreement of the parties.
- E. Where a disciplinary grievance is involved, the arbitrator has the option to issue a bench ruling at the conclusion of the hearing. However, if a bench ruling is issued, the arbitrator shall submit to the parties a short written decision within five (5) days of the close of the hearing. Such decision shall include: 1) a summary of facts; 2) a rationale; and 3) the award made.

### **6.10 – Alternative Dispute Resolution**

Where the parties mutually agree, grievances may be identified as being ripe for alternative dispute resolution methods. Such alternative methods may include, but are not limited to, presentation of argument based on factual stipulations, presentation of argument without factual stipulations, and presentation of more than one case on a given day. Because these methods of resolution are non-traditional in nature and the traditional notions of proof may not apply, in

disciplinary cases involving a suspension and/or fine greater than three (3) days, the Union shall present to the Employer a signed waiver by each grievant whereby the grievant agrees to be bound by the decision. Such waivers shall be presented to the Employer prior to the case being heard by the Arbitrator. The Association and Office of Collective Bargaining may mutually agree to schedule issue grievances and suspension or fine grievances of three (3) days or less without the consent and signed waiver of the grievant.

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**Explanation:**        *Suspension or fine cases of greater than three (3) days require a signed waiver by the grievant to be bound by the decision. Waivers must be presented by the Employer prior to the alternative arbitration.*

**Attention:**        *Agency Labor Relations Officers*

**Instructions:**       *Contact the Office of Collective Bargaining Dispute Resolution for additional information.*

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## ARTICLE 7 - HEALTH AND SAFETY

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*The language in this Appendix continues unchanged from the previous Agreement except for minor housekeeping changes.*

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### **7.01 - Health and Safety: General Duty**

The Employer and the Association agree that the health and safety of employees is a matter of great importance.

### **7.02 - No Reprisal**

Once the procedures provided for in this Article have been followed, no employee shall be subject to restraint, interference, coercion, discrimination, or reprisal for filing a report of an unsafe or unhealthy working condition, or for participation in occupational safety and health program activities provided in this Article.

### **7.03 - Compliance**

The Employer and employees shall comply with all agency safety rules and regulations and the safety and health standards and regulation as provided for under the State of Ohio O.S.H.A. Such safety and health standards and regulations shall be made readily available for review to all employees.

The Employer shall provide to the Association all notices required by applicable Health and Safety Laws. Notice shall be served upon the Association at its principal business address.

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#### **Explanation:**

*Language was added in 1994 to require the Employer to send a copy of all notices required by Health and Safety Laws to the Association at its principal place of business.*

*Language added in 1997 requires agencies to make safety and health standards and regulations available for review by the employees.*

#### **Attention:**

*Agency Labor Relations, Personnel Officers and Supervisors.*

#### **Instructions:**

*Agency personnel responsible for compliance with all Health and Safety regulations must disseminate notices so that all employees are made aware of them either by serving an employee in person or posting the notices in work areas. Copies of all such notices should be sent to:*

*Vickie Miller  
SCOPE/OEA  
5026-28 Pine Creek Drive  
Blendonview Office Park  
Westerville, OH 43081*

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### **7.04 - Access to Information about Toxic Substances**

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

#### **7.05 - Duty to Report**

Employees shall cooperate with the Employer in maintaining safe and healthful working conditions. All employees shall promptly report unsafe conditions related to physical plant, tools, and equipment, on an incident report, to supervisor. If the supervisor does not abate the problem, the matter should then be reported to the agency's safety designee.

Employees who are injured or who are involved in an accident during the course of employment shall report the accident, no matter how slight, immediately to supervisor and file an accident report, on a form furnished by the Employer.

#### **7.06 - Unsafe Conditions**

An employee shall not be disciplined for a good faith refusal to engage in or work in a situation which is allegedly life-threatening or presents the potential for serious injury or which is abnormal to his/her place of employment and/or position description, subject to any three (3) of the following conditions:

- A. the employee believes in good faith that performing a task would place him/her in imminent physical danger;
- B. the employee has brought the hazard to the attention of the Agency's facility Health and Safety designee, has sought to have it corrected and has allowed the Employer a reasonable period of time to correct the problem;
- C. the employee has identified an ongoing or reoccurring hazard and/or violation, has followed the steps in Section 7.06(B) with no resolution and has filed a grievance over the alleged hazard(s) or violation(s); or
- D. there is no time to remedy the problem through other means outlined in this Agreement, or agency policies.

Such refusal shall be immediately reported to an agency safety designee for evaluation. An employee confronted with an alleged unsafe situation must assure the health and safety of any person entrusted to his/her care or for whom he/she is responsible and members of the general public by performing his/her duties according to agency policies and procedures before refusing to perform an alleged unsafe or dangerous act or practice pursuant to this Section.

#### **7.07 - Health and Safety Committees**

In the following agencies, each institution having five (5) or more bargaining unit employees shall have a health and safety committee to recommend those actions and procedures necessary to insure that the Employer is in compliance with all appropriate health and safety rules and regulations:

- Ohio State School for the Blind
- Ohio School for the Deaf
- Department of Mental Health
- Department of Rehabilitation and Correction
- Department of Youth Services

There shall also be a Health and Safety Committee for the State Library of Ohio. The Association shall appoint one (1) representative to serve on each committee. No agreement may be reached on any matter that would alter in any way the terms of this Agreement. The committees will meet and schedule a meeting at least once each calendar year and minutes of said meetings will

be made available to employees. The committees will attempt to resolve issues raised. Such committees will be comprised of other bargaining representatives where applicable.

Employees who are committee members will be paid base rate of pay for attendance at such meetings. In no event shall reimbursement exceed the employees' regular daily rate of pay. All meetings will be held during normal business hours.

**7.08 - First Aid**

Each institution shall make available personnel trained in first aid, and shall provide first aid equipment and supplies.

**7.09 - Restroom Facilities**

Restroom facilities shall be cleaned, supplied and properly maintained.

**7.10 - Fire/Tornado Safety**

Fire/tornado drills and/or procedural reviews shall be conducted periodically in accordance with O.S.H.A. or at least twice a year. The existing fire extinguishers, smoke detector systems and sprinkler systems shall be inspected in accordance with state law and, where necessary, repaired and/or replaced. Emergency ~~exist~~ exits shall be properly lighted and identified, and an evacuation plan shall be conspicuously posted.

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**Explanation:**            *The 1997 language requires fire/tornado drills and/or procedural reviews to be conducted as often as required by O.S.H.A.; but at least twice a year.*

**Attention:**                *Agency Labor Relations and Health and Safety Officers.*

**Instructions:**            *Keep informed of O.S.H.A. requirements and schedule activities as required.*

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**7.11 - Classroom Assistance**

The Employer shall continue to provide method(s) for teachers to call for assistance in the classroom during emergencies.

**7.12 - Smoking Policies**

The parties acknowledge that the Employer has authority to make reasonable rules regulating smoking. Such policies shall be discussed in the Labor/Management Committee prior to implementation.

**7.13 - Employee Assistance Program**

Both the Employer and the Association agree to the implementation of the State's Employee Assistance Program (EAP) through the Joint Labor/Management Committee.

The Employer shall cooperate fully with the Association in developing awareness of the available services under EAP.

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

#### **7.14 - Drug-Free Workplace Policy**

Bargaining unit employees shall be subject to the State of Ohio Drug-Free Workplace Policy set forth in Appendix F of this Agreement; and such other rules regarding drug testing and use as may be promulgated by the Employer. The Employer may randomly test, for drugs and alcohol, employees who have direct contact with inmates or youths, in the Departments of Rehabilitation and Correction, and Youth Services, and the Ohio Schools for the Deaf and the Blind.

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**Explanation:** *A 1997 change establishes a random drug testing program for DR&C and DYS. The list of PCN's and names shall be available to SCOPE upon request.*

**Attention:** *Agency Directors; Agency Labor Relations and Personnel Officers; Department of Administrative Services.*

**Instructions:** *Questions regarding random drug testing for bargaining unit employees should be submitted to the DAS/HRD Office of Drug Free Workplace.*

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#### **7.15 - Communicable Diseases**

- A. Mandatory Tuberculosis screening may be conducted annually for all employees in agencies with higher incidence of risk. Based on the risk assessment, some employees or work areas may need to be tested more often than annually. Such additional testing will be based upon Centers for Disease Control (CDC) guidelines. The Employer will hold the employee harmless from any costs incurred as a result of additional tests or x-rays incurred as a result of a positive test.
- 

**Explanation:** *The 1997 language was adopted from Centers for Disease Contrail (CDC) guidelines for risk assessment. Agencies of higher incidence of risk should conduct a baseline assessment to evaluate the risk for transmission. Based on the work areas some employees may need to be tested more often than annually. Additional testing will be based upon CDC guidelines.*

**Attention:** *Agency Directors, Agency Labor Relations and Personnel Officers, Supervisors.*

**Instructions:** *The Employer must conduct an assessment of the risk and determine how often, if at all, employees must be tested. If an employee's test is positive the Employer must pay the cost of additional tests or X-rays.*

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B. The Employer recognizes that some employees who work with individuals infected with hepatitis B virus may be at an increased risk of acquiring hepatitis B infection. In accordance with the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) guidelines, hepatitis B vaccinations shall be made available to employees who have a high risk occupational exposure to the virus. Low risk employees will have vaccinations made available post exposure, within the timelines required under federal regulations, i.e. if exposed to blood or other potentially infectious materials. Post exposure evaluation and follow-up consultations will be made available for all employees who experience an exposure incident. "Occupational exposure" shall have the same meaning in this Agreement as is contained in the OSHA guidelines. All hepatitis B vaccinations and related medical procedures pertaining to its administration are to be made available at no cost to the employee.

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**Explanation:**

*The 1997 language was adopted from OSHA guidelines to accurately reflect the Employer's requirements to offer Hepatitis B vaccinations to high and low risk employees. It was agreed to include the requirements in the Agreement to spell out as clearly as possible the conditions under which a hepatitis B vaccination must be offered to an employee who is or may be at risk.*

**Attention:**

*Agency Directors, Agency Labor Relations and Personnel Officers, Supervisors*

**Instructions:**

*There had been some question of the Employer's responsibility for payment for a hepatitis B vaccination under OSHA regulations. In an OCB Legal Memorandum dated August 6, 1993, it was clarified that the hepatitis B vaccinations required under the OSHA regulations must be offered to all employees at high risk of infection and to low risk employees if exposed to the disease.*

*In all cases of the vaccination being offered to eligible employees, the vaccinations must be offered at no cost to the employee.*

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**7.16 - Working Alone**

In the Institutions of the Department of Rehabilitation and Correction and Department of Youth Services, working alone shall be governed by the Agency Policy. A periodic check on the safety of employees who work alone in potentially hazardous areas shall be made.

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**Explanation:**

*Language added in 1997 clarifies that working alone in DR&C and DYS*

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*is controlled by agency policy. These agencies are required to conduct periodic check on employees who work alone in hazardous areas.*

**Attention:**

*Agency Labor Relations, Personnel and Health and Safety Officers.*

**Instructions:**

*Agencies should review procedure to assure periodic checks are made.*

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## ARTICLE 8 - PERFORMANCE EVALUATION

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*The language in this Article continues unchanged from the previous Agreement.*

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### **8.01 - Performance Evaluation**

The Employer and the Association recognize the importance and value of a procedure for assisting and evaluating the performance, progress and success of employees.

The evaluation serves as a structured means of communication between the supervisor and employee and provides the supervisor with an increased awareness of the employee's working conditions, job efficiency, and productivity. The evaluation will provide the employee an opportunity to correct specific performance problems and give the supervisor an opportunity to commend satisfactory and/or outstanding work performance.

### **8.02 - Evaluation Observation**

Employees in the Teacher 1-4, Teaching Coordinator and Teacher, Deaf or Blind School classification titles, while serving a probationary period following any original appointment, shall be observed by the Principal, and/or Assistant Principal no less than one (1) time in each half of the probationary period for a consecutive period of not less than twenty (20) minutes. The Principal, and/or Assistant Principal, shall discuss the classroom observation with the employee at a post-observation conference.

Said employees who have completed probationary period shall be observed no less than one (1) time in a calendar year for a consecutive period of not less than twenty (20) minutes. The evaluator shall discuss the classroom observation with the employee at a post-observation conference.

### **8.03 - Performance Evaluation Procedures**

It is intended that evaluations shall be accurate, fair and non-prejudicial. The frequency of performance evaluations shall not be used to harass employees. All formal performance evaluations of full-time employees shall be completed on a form provided by the Employer. The evaluator shall discuss the performance evaluation with the employee. The employee shall sign the completed evaluation only to indicate that he/she has discussed the evaluation with the evaluator and received a copy of the evaluation form. The employee's signature does not necessarily indicate agreement with its content. Refusal of the employee to sign the evaluation at the time of receipt shall constitute waiver of the employee's right to a review of the performance evaluation by the employing agency. When an employee refuses to sign the evaluation, the supervisor shall document such refusal on the evaluation form.

Within three (3) working days after the employee's receipt of the completed evaluation form, the employee shall have an opportunity, if desired, to make written comment concerning the evaluation. Such comment shall be made on the evaluation form or attached thereto.

### **8.04 - Probationary Evaluation**

The first performance evaluation shall be completed within thirty (30) days before or after the conclusion of the first half of the probationary period. The second performance evaluation shall be completed no later than ten (10) days prior to the completion of the second half of the probationary period. Should the employee be given a probationary separation following original appointment or reduction following a promotion during the second half of the probationary period, the second probationary evaluation will be made at or before the time of separation or reduction.

Probationary evaluations need not be signed by the employee for a probationary removal or reduction to be effective.

**8.05 - Annual Performance Evaluation**

Effective July 1, 2001, all non-probationary employees in the Department of Education shall be given an employee performance evaluation in the period 60 days prior to the end of the school year. All other non-probationary employees shall be given an employee performance evaluation during the sixty (60) day period immediately preceding the employee's next step increase or salary advancement as set forth in Article 21. Those employees who are at the top step shall be evaluated annually, thereafter.

Employee performance evaluations shall be used for all purposes for which employee evaluations are normally used, including but not limited to, merit based incentive programs designed to award employees for specific form of job performance. The parties agree to impact bargain on the implementation of merit based programs. If either party declares impasse the Employer reserves the right to implement its program. Any disagreement regarding the implementation of merit based programs is not subject to the grievance and arbitration procedures in Articles 5 and 6.

The performance evaluation shall include a summary conclusion section for the supervisor to rate the employee's overall performance as either "satisfactory" or "unsatisfactory." The Association shall be provided with an opportunity to review and consult on the form developed as well as the instructions for implementation.

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**Explanation:** *This language addresses the Employer's concern that unsatisfactory employees are rewarded for service and increases the same as satisfactory employees are rewarded.*

**Attention:** *Agency Directors, Supervisors and Managers; Labor Relations and Personnel Officers; Department of Administrative Services, Human Resources Division.*

**Instruction:** *Agencies that previously completed performance evaluations for all employees at the same time must now schedule performance evaluations in conjunction with the date the employee should receive a step increase. The Employer may continue to evaluate employees who are at the top step of their pay range at the same time. Agencies should develop a system to notify supervisors when each employee's performance evaluation is due. Supervisors must complete employee performance evaluations on time.*

*Freezing of step movements in Article 21 shall not affect the performance evaluation schedule.*

**Effective Date:** *July 1, 2003*

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### 8.06 - Annual Performance Evaluation Review

Performance evaluations may be appealed by submitting a "Performance Evaluation Review Request" to the Management designee (other than the Employer representative who performed the evaluation) within seven (7) days after receipt by the employee of the completed evaluation. A conference shall be scheduled within seven (7) working days and a written response submitted within seven (7) working days after the conference.

If the employee is still not satisfied with the response, the employee may appeal his/her performance evaluation to the Agency designee (e.g., Human Resources, Labor Relations). This level of appeal shall not be available to any employee who has received a rating of "Meets" or "Above" in all categories.

The appeal shall contain a reason and/or documents to identify why the performance evaluation is not accurate. Any documents used by the Employer in evaluating an employee's performance shall be furnished by the Employer to the employee upon request. The Agency designee may hold a conference or do a paper review of the performance evaluation. A written response will be issued within fourteen (14) calendar days after the appeal is requested. The performance evaluation appeal process is not grievable, except as outlined below:

If an employee is denied a step increase because his/her overall performance is rated "unsatisfactory," the employee may appeal such action directly to Step Three (3) of the Grievance Procedure. If the grievance is unresolved at Step Three (3), appeal may be taken to The Office of Collective Bargaining. No further appeal may be taken. Should the appeal be successful, the step increase shall be retroactive to the date on which it was due. If the employee's performance evaluation is not completed on time, the employee shall not be denied a step increase.

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#### **Explanation:**

*This language clarifies the performance evaluation appeal process. There are three tracks to the performance evaluation appeal process:*

*A) Employee receives an overall performance rating of "satisfactory," receives "Meets" or "Above" ratings in all categories, but is still dissatisfied with his/her performance evaluation.*

*Steps:*

*1) Employee appeals the performance review to the Management Designee within seven (7) working days of receiving the evaluation by submitting a "Performance Evaluation Review Request."*

*2) A conference is scheduled to be held within seven (7) working days of Management's receipt of the appeal.*

*3) Management submits its response to the employee within seven (7) days of the appeal conference. Management's response is final. This decision is not grievable.*

*B) Employee receives an overall rating of "satisfactory," but receives one or more "Below" ratings on the evaluation.*

*Steps 1 – 3 are the same as above.*

*4) The employee may file an appeal with the Agency designee, complete*

*with a reason and/or documents outlining why the performance evaluation is not correct.*

*5) The Agency designee may hold a conference or do a paper review of the information submitted with the appeal.*

*6) The Agency designee shall issue a written decision within fourteen (14) days after the appeal is made. This decision is not grievable.*

*C) Employee receives an overall rating of "unsatisfactory" on his performance evaluation and is denied a Step Increase.*

*Steps:*

*1) Employee may file a grievance directly at Step Three (3) of the Grievance Procedure. Timelines and procedures for responding to the grievance are as outlined in Article 5.*

*2) If the grievance is unresolved at Step Three (3), the Union may appeal the grievance to the Office of Collective Bargaining. The decision of the Office of Collective Bargaining shall be final.*

*3) If the appeal is successful and the employee's overall rating is changed to "satisfactory," the employee shall be granted the Step Increase retroactive to the date it was due.*

**Attention:**

*Agency Directors, Supervisors and Managers; Labor Relations and Personnel Officers; Department of Administrative Services, Human Resources Division.*

**Effective Date:**

*July 1, 2001*

## ARTICLE 9 - CLASSROOM CLIMATE

### 9.01 - Educational Climate

The Employer recognizes the responsibility to provide reasonable support and assistance to teachers and teaching coordinators with respect to the maintenance of control and discipline in the educational setting. The Employer, the Association, and employees also recognize the special needs exhibited by the varied populations served at the work facilities.

The Employer and the Association further recognize the importance of providing a teaching environment which is conducive to learning. Therefore, the Labor/Management Committees shall discuss issues relating to the educational environment including classroom size and teacher assistance.

### 9.02 - Student Assignments

Where operational needs allow, teachers shall be notified a minimum of forty-eight (48) hours prior to the assignment of a new student or students to classes. This requirement excludes orientation and assessment periods.

### 9.03 - Pupil Personnel Discipline Policies

To provide reasonable support and assistance while appropriately serving the special needs of the varied populations, each work facility shall develop policies regarding pupil personnel discipline. Each facility, except for the Department of Mental Health, shall form and/or maintain a committee which includes Association representatives to provide input for revision (if necessary) of the facility pupil personnel discipline policy.

The educational supervisor shall hold a faculty meeting at each facility not less than once per year to review and discuss the pupil personnel discipline policies.

The pupil personnel discipline policy at each work facility shall include, but not be limited to, the following:

1. a requirement that an employee testify and/or offer a written statement regarding alleged disruptive behavior of a pupil; and
2. availability to the employee of the disposition regarding the alleged disruptive behavior of a pupil; and
3. if the alleged disruptive behavior includes a complaint of sexually inappropriate behavior, the Employer shall inform the employee of the disposition regarding the alleged behavior of the pupil.

In the Department of Youth Services, to provide reasonable support and assistance to employees:

1. The Directives concerning youth discipline shall be made available to each employee upon hire and at other times as revised or modified. These written procedures at each DYS Institution shall also be made available in the same manner to each employee at the affected work facility.
2. It is recognized that DYS and the Association have established an Education CIP Team to address issues of a student code of conduct and student discipline. **this committee shall consist of three (3) members appointed by the Association and three (3) members appointed by DYS.** ~~The Education CIP Team shall issue its final report no later than October 1, 2000. This report shall include recommendations directed at establishing a single code of conduct and a single discipline policy for the DYS School District.~~ **The CIP Team shall convene once each year of the collective bargaining**

**agreement per Department of Youth Services policy to make recommendations for changes to the DYS School District student code of conduct and discipline policy.**

Upon issuance of this report, DYS and the Association shall meet within thirty (30) days after issuance of the report to discuss implementation of a final directive, approved by the Director of DYS, for training and implementation by April 1, 2001.

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**Explanation:** *In DYS, Directives concerning youth discipline shall be made available to each employee. The Education CIP Team shall issue its final report no later than October 1, 2000, which will include recommendations establishing a single code of conduct and disciplinary policy. Upon issuance of this report, DYS and the Association shall meet within 30 days to discuss a final directive. Training and implementation of the directive will occur by April 1, 2001.*

**Attention:** *Agency Directors, Supervisors and Managers; Labor Relations and Personnel Officers; Department of Administrative Services, Human Resources Division, Office of Personnel Services.*

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#### **9.04 - Development of Student Plans**

In those facilities where an interdisciplinary team is utilized and the Employer requires an Individual Education Plan, the teacher or an educational alternate shall write the Individual Education Plan (**IEP**) for input into the treatment goals and objectives.

The Employer recognizes the teacher who has primary responsibility for the students as a core team member. The Employer will comply with Federal and/or State regulations regarding teacher attendance at the Interdisciplinary IEP Development Team Meeting.

In those facilities where an interdisciplinary team is utilized and where federal and/or state regulations require an Individual ~~Habilitation~~ **Education** Plan, the teacher or an educational alternate shall write recommendations for the educational component of the Individual ~~Habilitation~~ **Education** Plan.

When the Individual ~~Habilitation~~ **Education** Plan has an educational component the teacher shall be considered a part of the treatment team. In those instances a teacher shall be in attendance at the meeting.

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**Explanation:** *The 2000 changes are for housekeeping purposes only.*

*A 1997 change requires agencies to comply with Federal and/or State regulations for teacher attendance at IEP development meetings.*

**Attention:** *Agency Labor Relations Officers; and Principals and Assistant Principals.*

**Instructions:** *Schedules should be arranged to allow teacher attendance at IEP meetings.*

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**9.05 - Classroom Temperature**

The Labor/Management Committee shall meet within sixty (60) days of the effective date of this Agreement to discuss temperature extremes as they affect the learning environment. The Labor/Management Committee may recommend procedures to be followed during temperature extremes and heating/cooling system failures.

Within forty-five (45) days of receipt of the Committee's recommendations, the Employer, having considered those recommendations, shall develop and implement procedures to be followed during temperature extremes and heating/cooling system failures.

For those agencies that have established a procedure for heating and/or cooling extremes, the Employer shall maintain during the term of this Agreement the procedures which have been established.

**9.06 - Class Size**

The teacher-pupil ratio in each individual classroom shall not violate Ohio Administrative Code as set forth by the Ohio Department of Education. Otherwise, any other state or federal laws and/or regulations regarding special populations shall apply.

## ARTICLE 10 - CAREER DEVELOPMENT/LICENSURE

### 10.01 - Career Development

The Employer recognizes the value of continuing education and professional development of its employees.

Each employee has the responsibility to obtain and/or to maintain current certification(s) required for his/her present classification title and parenthetical subtitle.

When the Employer posts a vacancy for AT&I Vocational/Trades Teacher, the posting shall clearly indicate that it is incumbent upon the person filling the position to pay for all courses and expenses necessary to obtain proper certification. The Employer shall make all applicants aware of this requirement, both orally and in writing, during the initial interview for such positions. Nothing in this section prevents the Employer from assuming part or all of the costs for course work and expenses necessary to obtain proper certification in instances where monies are available.

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**Explanation:** *The 1994 language was added to inform prospective vocational teachers who have worked at trades and vocations and who have not previously been certified as vocational teachers that they are responsible to pay for the cost of the thirty-six (36) hours of course work required to obtain certification.*

**Attention:** *Agency Labor Relations and Personnel Officers, Supervisors.*

**Instructions:** *Posting notices for vacant vocational teaching positions must contain notice to applicants who do not possess vocational certificates that the cost of courses necessary to obtain certification is the applicant's responsibility. Applicants must also receive oral notice during the application interview process and must receive written notice prior to employment.*

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### 10.02 - Continuing Education Programs

Employing agencies which are certified by the State Board of Education as Continuing Education Grantors shall offer program(s) to employees in the Teacher and Teaching Coordinator classification titles which will provide at least one (1) continuing education unit each calendar year. An additional unit will be offered providing at least fifty percent (50%) of those employees requiring continuing education for recertification, take the first unit of continuing education. Employees will also be informed of any information the employing agency possesses relative to loans and grants which may assist the employee in career development.

### 10.03 - Reimbursement/Fee Waivers

At the discretion of the employing agency, an employee who participates in employee-initiated training and/or an educational program may be reimbursed for all or a portion of tuition or receive a fee waiver if applicable. Such requests must be made pursuant to the policies of the employing agency and will be granted dependent upon the applicability of the proposed course to the applicant's present job and performance level, availability of funds, frequency of such requests, and availability of adequate staff to cover the work unit.

### **Tuition Reimbursement, Seminars and Conferences Fund**

The Employer/agencies are committed to the upgrading and maintenance of the educational and skill levels of bargaining unit members.

The Employer will establish a tuition reimbursement fund for use by members of this bargaining unit. The fund will make available ~~one hundred and fifty thousand dollars (\$150,000) in fiscal years 2001, and one hundred and seventy five thousand dollars (\$175,000)~~ two hundred thousand dollars (\$200,000) in fiscal years 200~~4~~ and 200~~5~~ and two hundred and fifty thousand dollars (\$250,000) in fiscal year 2006 for fees and expenses for attendance at seminars, workshops, conferences and for tuition reimbursement. Employees will have a personal cap of two thousand five hundred dollars (\$2,500). Reimbursement shall be at one hundred percent (100%).

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**Explanation:** *The 2003 language change was added to clarify that this fund is for use by the bargaining unit 10 members only.*

*To be eligible for tuition reimbursement in each fiscal year the employee must get approval from the Employer and then attend the class, workshop, seminar or conference between July 1 and June 30 of that fiscal year.*

*Reimbursement can be for fees and expenses for attendance at seminars, workshops, conference and tuition reimbursement to the extent the annual allocation lasts.*

**Attention:** *Human Resources, Personnel and Training Officers.*

**Instructions:** *When, and if, the fund is depleted in each of the fiscal years, DAS will issue a letter of denial due to the fund being depleted.*

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The parties shall discuss any changes in the fund at the State-Wide Labor/Management Committee. These discussions shall include the usage of the fund to pay for necessary Continuing Education Units and Continuing Education Units leading to the renewal of certification.

Reimbursement for travel, food and lodging shall be governed by OBM Expenses and Travel reimbursement policies.

Agencies may allocate additional funds within their agency for the purpose of providing reimbursement to employees for approved attendance at seminars and conferences, or for tuition reimbursement. In agencies where such a fund exists agency employees must apply first for seminars, workshops and conferences and tuition reimbursement from ~~that agency~~ the fund established by this Article. Upon exhaustion of this fund, employees may then apply for the agency funds. Regardless of funding source, all funds received shall count toward the personal cap.

The agency shall attempt to share information on seminars, workshops and conferences with interested employees, consistent with the local procedure for distribution of that type of material. However, the agency cannot be responsible for removal of notices from bulletin boards or failure of others to forward the information.

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**Explanation:** *The 2003 change now reverses the 1994 language and requires that employees exhaust the fund administered by DAS before applying for agency funds. Regardless of the funding source, the employee shall not receive more than \$2,500 in a fiscal year.*

**Attention:** *Agency Supervisors, Labor Relations and Personnel Officers.*

**Instructions:** *The fund will be administered by the Department of Administrative Services. Agencies should verify that the fund has been exhausted and that the employee has not exceeded the \$2,500 personal cap before allowing employees to apply for agency specific funding.*

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#### **10.04 - Required Training**

If the employing agency requires the employee to attend training sessions, conferences, etc., the employee will be reimbursed as stipulated by existing OBM regulations. Reimbursement under this section shall not include courses or continuing education units required to obtain or maintain certification.

#### **10.05 - Educational Leave**

A. **Classroom teachers in the Department of Rehabilitation and Correction shall be granted up to forty (40) hours leave with pay at base rate per fiscal year to be used during quarter breaks to attend college courses, job-related courses or training at an approved educational institution or to attend meetings, conferences and workshops as follows:**

1. **District education association in-service day; or**
2. **Service programs sponsored by an affiliate of the United Education Professions; or**
3. **Other identified professional development functions as mutually agreed to by the teacher and the Employer.**

**Additionally, these employees may, upon mutual agreement between the teacher and the Employer, be granted up to an additional one hundred (120) hours of leave per fiscal year.**

**The classroom teacher shall be required to provide the Employer evidence of registration for all leave requests and completion of all job-related and/or college courses they have been released to attend. Additionally, the classroom teacher shall provide evidence of all meetings, workshops and/or conferences attended. In the limited circumstances where this evidence does not exist, the classroom teacher may submit a statement (who, what, where, when, why, etc.) with the leave request outlining how this leave will relate to certification requirements and/or the classroom teacher's IPDP. These limited circumstances shall not exceed ten (10) days each fiscal year.**

**The maximum amount of paid leave shall not exceed one hundred and sixty (160) hours per fiscal year unless otherwise agreed to by the agency. This leave may not be taken during times of mandatory training required by the Employer.**

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**Explanation:** *The 2003 change mandates that the Employer shall grant up to forty hours of leave with pay, but only during quarter breaks. The Employer has the discretion to grant up to additional one hundred and twenty hours.*

*The employee is now obligated to submit documentation of registration as well as documentation of completion for any courses he/she have been released to attend.*

*The employee is not obligated to submit documentation of registration or completion for up to ten (10) days per year when they are attending other activities required by the IPDP that would not otherwise provide a certificate and/or documentation of completion. In these instances, the employee must only supply the specifics as to what they will be doing and how this activity will apply towards certification. The Employer retains the right to verify that such activity did occur and that the activity is a legitimate option towards fulfilling licensure.*

**Attention:** *DR&C Agency Labor Relations and Personnel Officers, Supervisors.*

**Instructions:** *If there are questions regarding the release time of a teacher for activities that will not provide documentation of registration or completion, the principal should contact the Labor Relations Officer of the institution and/or follow the proper chain of command to request a review of IPDP requirements.*

**Effective Date:** *July 1, 2003*

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**B. Classroom teachers in the Department of Youth Services shall be granted up to one hundred and sixty (160) hours leave with pay at base rate per fiscal year to be used during intersession to attend college courses, job-related courses or training at an approved educational institution or to attend meetings, conferences and workshops as follows:**

- 1. District education association in-service day; or**
- 2. Service programs sponsored by an affiliate of the United Education Professions; or**
- 3. Other identified professional development functions as mutually agreed to by the teacher and the Employer.**

The classroom teacher shall be required to provide the Employer evidence of registration for all leave requests and completion of all job-related and/or college courses they have been released to attend. Additionally, the classroom teacher shall provide evidence of all meetings, workshops and/or conferences attended. In the limited circumstances where this evidence does not exist, the classroom teacher may submit a statement (who, what, where, when, why, etc.) with the leave request outlining how this leave will relate to certification requirements and/or the classroom teacher IPDP. These limited circumstances shall not exceed ten (10) days each fiscal year.

The maximum amount of paid leave shall not exceed one hundred and sixty (160) hours per fiscal year unless otherwise agreed to by the agency. This leave may not be taken during times of mandatory training required by the Employer.

---

**Explanation:** *The 2003 language change mandates that the Employer shall grant up to one hundred and sixty hours of leave with pay, but only during intersession when mandatory training is not required.*

*The employee is now obligated to submit documentation of registration as well as documentation of completion for any courses he/she have been released to attend.*

*The employee is not obligated to submit documentation of registration or completion for up to ten (10) days per year when they are attending other activities required by the IPDP that would not otherwise provide a certificate and/or documentation of completion. In these instances, the employee must only supply the specifics as to what they will be doing and how this activity will apply towards certification. The Employer retains the right to verify that such activity did occur and that the activity is a legitimate option towards fulfilling licensure.*

*Leave for a Central Ohio Teachers' Association (COTA) day not occurring during intersession will still be granted. The 8 hours for the day will be deducted from the 160 hours of leave permitted under this section.*

**Attention:** *Department of Youth Services' Agency Labor Relations and Personnel Officers, Supervisors.*

**Instructions:** *If there are questions regarding the release time of a teacher for activities that will not provide documentation of registration or completion, the principal or Labor Relations Officer of the institution should contact the Superintendent of Schools and/or review IPDP requirements.*

**Effective Date:** July 1, 2003

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**C. All other employees who are not classroom teachers in the Department of Rehabilitation and Correction and Department of Youth Services** may be allowed leave with pay at base rate to attend job-related courses or training at an approved educational institution. The maximum amount of paid leave shall not exceed one-tenth of the employee's normal work week, unless otherwise agreed to by the agency. The Employer may also grant leave with pay at base rate for professional meetings, conferences and workshops.

**These employees shall be required to provide the Employer evidence of registration for all leave requests and successful completion of all job-related and/or college courses they have been released to attend. Additionally, the employee shall provide evidence of all meetings, workshops and/or conferences attended.**

---

**Explanation:** *Each bargaining unit employee who is not a classroom teacher in DR&C or DYS shall be permitted no more than one-tenth of the employee's normal workweek for Educational Leave unless otherwise agreed to by the Employer.*

*This section does not grant additional leave to DR&C and DYS classroom teachers and each section (A), (B) and (C) must be read independently.*

**Attention:** *Agency Labor Relations Officers; and Principals and Assistant Principals.*

**Effective Date:** July 1, 2003

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#### **10.06 - Professional Development**

**All other employees within the bargaining unit who are not classroom teachers in the Department of Rehabilitation and Correction and the Department of Youth Services** shall be granted two (2) days of administrative leave per year to attend any of the following meetings, conferences or workshops:

- A. district education association in-service day; or
- B. in-service programs sponsored by a professional library association; or
- C. service programs sponsored by an affiliate of the United Education Professions.

**Additional days of administrative leave may be granted upon mutual agreement between the employee and the Employer.**

~~In classroom teachers are only eligible for the above leave during breaks in the school year unless otherwise mutually agreed to by the teacher and the Employer.~~

Requests for such leave for employees other than classroom teachers shall be scheduled subject to the availability of adequate staff to cover the work unit.

---

**Explanation:** *Each bargaining unit employee who is not a classroom teacher in DR&C and DYS will have two days of administrative leave per year to attend the listed meetings, conferences or workshops. For employees other than classroom teachers, requests for such leave shall be scheduled subject to availability of adequate staff to cover the unit. For classroom teachers, such leave can only be taken during breaks in the school year unless mutually agreed by the teacher and Employer.*

**Attention:** *Agency Labor Relations Officers; and Principals and Assistant Principals.*

**Instructions:** *It is advisable that a decision to deny a request for leave be supported with documentation showing a lack of adequate staff to cover the work unit.*

**Effective Date:** *July 1, 2003*

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#### **10.07 - Local Professional Development Committees**

The Local Professional Development Committees (LPDC) shall be appointed in accordance with section 3319.22 of the Ohio Revised Code (ORC). Time spent serving on such committees shall be without compensation, unless agreed to by the specific agency.

## ARTICLE 11 - LABOR/MANAGEMENT COMMITTEE

### 11.01 - Objective

It is the objective of the Employer and the Association to maintain the highest standards of public service and professionalism which is to be fostered by the establishment of labor/management committees.

The purpose of these committees is to provide a means for continuing communication between the parties and for promoting a climate of constructive employee-~~e~~Employer relations. Issues shall be resolved in a timely manner with any deadlines set mutually agreed upon by both Association and management representatives. Labor/Management Committee meetings and agenda items shall be initiated by a letter from the designated management representative to the Association representative or from the designated Association representative to the designated management representative. Agenda items will be discussed and agreed upon by these representatives no later than fourteen (14) calendar days prior to the meeting. No agreement may be reached on any matter that would alter in any way the terms of this Agreement. Neither party has an obligation to resolve the issues raised. Persons who are specialists in the subject matter under discussion may be brought into the committee by mutual agreement of the parties. Should either party wish to schedule additional meetings, such meetings shall be at the mutual consent of the parties. Upon mutual agreement of the Labor/Management Committee, additional subcommittees may be formed to meet on issues designated by the Labor/Management Committee. Scheduling of work hours is an appropriate subject for discussion by Agency Labor/Management Committees.

### 11.02 - Statewide Labor/Management Committee

The Employer and the Association shall each appoint three (3) members to the statewide Labor/Management Committee. This committee will meet at least biannually and discuss statewide issues which do not relate to any single employing agency.

### 11.03 - Agency Labor/Management Committees

The Employer and the Association shall each appoint three (3) members to Labor/Management Committees in each of the following agencies:

- Department of Rehabilitation and Correction
- Department of Youth Services
- Department of Mental Health
- State Library of Ohio
- State School for the Deaf
- State School for the Blind

These committees will meet upon a request by the Association, but are not required to meet more than biannually unless by mutual agreement of both parties, and discuss issues relating to the agency.

### 11.04 - Facility Labor/Management Committees

The Employer and the Association may mutually agree to form a Labor/Management Committee at any facility. Such committees may meet to discuss any issues relating to the facility.

### ~~11.05 - Quality Services Through Partnership (QSTP)~~

#### ~~A. Statement of Principle~~

~~The Employer and the Association are mutually committed to continual improvement of quality state provided services through a joint partnership involving association leaders and staff and the~~

~~bargaining unit members they represent, agency directors and agency management staff at all levels of organizations. This partnership of union and management shall be known as the Quality Services Through Partnership (QStP). The principles of this Article shall apply in all quality improvement processes utilized in agencies with OEA bargaining unit employees. QStP will be jointly developed, implemented and monitored. It is recognized by the parties that QStP is a separate process from the normal collective bargaining and contract administration procedures. The purpose of QStP program will be to establish a quality work culture and environment which allows for a collaboration of management and bargaining unit talents through use of the quality processes and procedures to develop and deliver quality services through union and management teamwork and employee involvement and empowerment. As a result of mutual commitment to improving quality services, the parties agree that quality outcomes and improvements resulting from QStP will not be used as the basis or rationale for layoffs.~~

#### ~~B. Scope of Activities~~

~~No QStP or Problem Solving Team will have authority to discuss, change, modify or infringe upon issues which are related to wages, hours and terms and conditions of employment. Whenever a matter covered by a collective bargaining agreement is raised in a QStP Quality Improvement Process Team (QIP) or Problem Solving Process Team (PSP), the matter shall be suspended until the members of the Statewide Steering Committee have expressly agreed to continued involvement by the QIP or PSP Team. The following represent general examples of items or issues which may or may not be worked on by QStP teams:~~

<del>Off Limit Activities</del>	<del>Acceptable Activities</del>
<del>Salaries</del>	<del>Agency Quality Service or</del>
<del>Grievances</del>	<del>Agency Product</del>
<del>Union Contract</del>	<del>Work Environment Safety</del>
<del>Interpretations</del>	<del>Reduction in Paperwork</del>
<del>Benefits</del>	<del>Savings in Time, Effort or the</del>
<del>State Policy and</del>	<del>the Handling of Materials</del>
<del>Working Conditions</del>	<del>Improvement in Process,</del>
<del>Classification</del>	<del>Methods or Systems</del>
<del>Employee Discipline</del>	<del>Improvement in Facilities,</del>
<del>Working Hours</del>	<del>Tools or Equipment</del>
<del></del>	<del>Elimination of Waste of</del>
<del></del>	<del>Materials and Supplies</del>
<del></del>	<del>Reductions in Hazards to</del>
<del></del>	<del>People or Property</del>

~~Whenever there is discussion over off limit activities as stated above, or other matters which are normally reserved to the collective bargaining process, no final decision or action shall be taken except through the grievance or collective bargaining process as agreed to by the parties.~~

#### ~~C. Steering Committees~~

~~Quality Services through Partnership will be directed by a Joint State Steering Committee composed of an equal number of management appointees and representatives of each of the unions representing State employees which choose to participate. The parties may mutually agree to add members to the committee. Each agency shall also have a Joint Agency Steering Committee. The number and composition of the committee will be determined by consensus of the State Steering Committee membership. Each party shall determine its own representatives to serve on the~~

~~statewide, agency and other QStP Committees. Time spent on authorized QStP matters shall be considered time worked. Whenever possible, state and agency steering committee meetings will be held between the hours of 8:00 a.m. - 5:00 p.m., Monday through Friday, and employees will have regular schedule adjusted to coincide with such meetings.~~

~~Steering Committees at each level will have the responsibility for the development of plans and activities for the implementation of principles and processes described in Section A, as well as the review of plans developed by subordinate steering committees and the oversight of QStP activities within jurisdiction. QStP issues and matters which are not resolved at the steering committee level may be referred to the next higher steering committee level for assistance and advice.~~

#### ~~D. Training~~

~~Training for all managers, supervisors, employees and union leaders and staff in the concepts, skills and techniques of the QStP processes and procedures will be conducted at the Employer's expense. It is the intent of this agreement that insofar as it is practical, bargaining unit leadership and exempt counterparts (e.g., local union president and officers and Agency CEO or Director or Assistant Director and Deputies will attend the same training). Whenever possible, the training in QStP matters will be presented by a joint union/management team, members of which will be designated by each party. The training will consist of the training offered or authorized through the State Office of Quality, as authorized by the Joint Steering Committee.~~

#### ~~E. Employment Security Assurances~~

~~Quality outcomes and improvements resulting from QStP will not be used as the basis or rationale for layoffs. If, as the result of QStP actions or recommendations, classifications are changed or altered, jobs are abolished, or positions eliminated, management shall attempt to find other suitable employment within the employee's office, institution or county, in that order for those employees affected; and if necessary, pay shall be set in accordance with Article 21. Employees shall not be subjected to loss of pay or layoff pending suitable placement under this Section.~~

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**Explanation:**     *This section was deleted based on lack of funding for the Office of Quality Services.*

**Attention:**        *Agency Labor Relations and Personnel Officers, and Supervisors.*

**Effective Date:**    *July 1, 2003*

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#### ~~11.06~~ **11.05 - Payment of Committee Members**

Employees who are committee members will be paid their base rate of pay for attendance at such meetings. In no event shall reimbursement exceed the employee's regular daily rate of pay. All meetings will be held during normal business hours. Travel and meal expenses shall be made in accordance with OBM regulations.

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**Explanation:** *Added in 1994, the Association wanted assurances that committee members' expenses would be reimbursed under the same provisions as for other State business travel.*

**Attention:** *Agency Labor Relations and Fiscal Officers, and Supervisors.*

**Instructions:** Expenses for Labor/Management Committees created pursuant to this Article are reimbursable under OBM regulations as for any other Employer directed job activity.

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## ARTICLE 12 - PERSONNEL FILES

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*The language in this Appendix continues unchanged from the previous Agreement except for minor housekeeping changes.*

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### 12.01 - Access

Each employee shall have the right to inspect the content of his/her personnel file upon request except material which may not be disclosed in accordance with Chapter 1347 of the Ohio Revised Code during normal business hours, Monday through Friday, excluding holidays. Access to the employee's personnel file shall also be granted to the employee's designated representative upon written authorization by the employee. Any person inspecting an employee's file shall sign indicating he/she has reviewed the file.

The employee's personnel file shall not be made available to any person or organization other than the Employer without the employee's express written authorization unless pursuant to court order, subpoena or written request made pursuant to the Ohio Public Records Act.

### 12.02 - Official File

There shall be only one (1) official personnel file for each employee. The official file shall be maintained at a location designated by the Employer, who shall advise the Association of such locations within sixty (60) days of the opening of any new facility and within ten (10) days of any location change. Additional personnel files may be established and maintained provided that no material relative to conduct, discipline or job performance shall be maintained in any file that is not also maintained in the official file. A copy of all documents relating to conduct, discipline or job performance shall be given to the employee at the time of its placement in the official file.

### 12.03 - Review of Documents

An employee who wishes to dispute the accuracy, relevance, timeliness or completeness of materials contained in his/her personnel file shall have the right to submit a memorandum to the Appointing Authority requesting that the documents in question be reviewed.

The Appointing Authority shall within ninety (90) days of receipt of the request inform the employee of the action to be taken. The Appointing Authority shall delete any information which cannot be verified or is found to be inaccurate.

The employee shall have a right to submit a written statement noting his/her objections to the material in question to be placed in the file within thirty (30) days of notification of the employing agency's action.

### 12.04 - Removal of Documents

Records of oral and written reprimands and all documents related thereto ~~there to~~ shall be removed from the personnel file one (1) year after the effective date of the reprimand providing there are no intervening disciplinary actions during the one (1) year period.

Records of suspension and all documents related thereto shall be removed from the personnel file two (2) years after the effective date of the suspension providing there are no intervening disciplinary actions during the two (2) year period.

In any case in which a written reprimand, suspension or dismissal is disaffirmed or otherwise rendered invalid, all documents relating thereto will be removed from the personnel file.

**12.05 - Department of Administrative Services' Files**

The Department of Administrative Services shall continue to retain such documents as necessary to support payroll and personnel actions.

## ARTICLE 13 - PROGRESSIVE DISCIPLINE

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*The language in this Appendix continues unchanged from the previous Agreement except for minor housekeeping changes.*

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### 13.01 - Standard

Employees shall only be disciplined for just cause.

### 13.02 - Investigatory Meeting

An employee shall, upon request, have an Association representative present during a meeting with representatives of the employing agency held for the purpose of obtaining information which might reasonably lead to disciplinary action against that employee. The Employer shall not interfere with, restrain or coerce employees in the exercise of their rights to representation pursuant to this Section of the Agreement. The employee shall be required to respond to the allegations unless he/she is subject to criminal penalties. The right to representation does not extend to day-to-day communications which occur between an employee and the Employer, such as: performance evaluations, training, job audits, counseling sessions, work-related instructions, or to inform an employee of the disciplinary action.

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**Explanation:** *In 1997 SCOPE alleged interference, restraint and coercion of employee in exercising rights to representation during investigating interviews. Language was added requiring the Employer not to engage in such practices.*

**Attention:** *Agency Labor Relations Officers, Supervisors and Investigators.*

**Instructions:** *Grant representation requested when holding investigatory interviews.*

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### 13.03 - Pre-Suspension or Pre-Termination Conference

When the Employer plans to initiate a suspension, fine, termination or demotion a written notice of pre-disciplinary conference shall be given to the employee who is the subject of the pending discipline and to the designated Association representative. Written notice shall include a statement of the charges against the employee, contemplated disciplinary action, and the date, time and place of the conference. The conference will be held at a reasonably convenient location determined by the Employer and shall be scheduled no earlier than three (3) days following the notification to the employee.

At work facilities having no designated site representative, employees may request through supervisor that a fellow employee accompany him/her to a scheduled pre-disciplinary conference.

The employee may request that a representative designated by the Association be present at the conference. The employee, or his/her representative, may make a written request to the Employer for continuance of up to forty-eight (48) hours. A continuance beyond forty-eight (48) hours may

be arranged by mutual agreement of the parties. Such continuance shall not be unreasonably requested or denied.

Prior to the conference, the Employer may take temporary action to reassign the duties of the affected employee or place said employee on administrative leave until final disposition by the Employer. Such action may not be unreasonable in duration or result in loss of pay for the employee involved and shall not constitute discipline under this Article.

The pre-disciplinary conference shall be conducted by a designee of the Appointing Authority who was not directly associated with the incident(s) which led to contemplated disciplinary action against the employee. At the conference, the employee shall be provided with all documents used to support the possible disciplinary action which are known of and available at that time. Documents which are not known or available at the time of the hearing shall be provided to the Association for examination prior to the issuance of a written decision. The Association will have ten (10) days to examine the new documentation and provide a written response to the Employer. The employee may, but is not required to, respond to the allegations and/or present his/her side of the story.

The Appointing Authority or designee shall issue a written decision within forty-five (45) work days of the conclusion of the conference and transmit the written notification to the employee and the designated Association representative. "Work days" refers to Monday through Friday excluding legal holidays. Times shall be computed by excluding the first and including the last day. In the event that additional documentation has been identified and forwarded to the Association, the timeline on the written decision by the Employer may be extended by the ten (10) days during which the Association will examine and respond to the new evidence.

The forty-five (45) work day requirement will not apply in cases where a criminal investigation may occur and the Employer decides not to make a decision on the discipline until after disposition of the criminal charges.

The employee may waive this conference by written notification. Absent extenuating circumstances, failure of the affected employee to appear at the conference will result in a waiver of that employee's right to a conference.

#### **13.04 - Progressive Discipline**

The Employer shall follow the principles of progressive discipline. Disciplinary action shall include:

1. oral reprimand (with appropriate notation in the employee's official personnel file);
2. written reprimand;
3. working suspension (Employee is required to report to work for the hours designated as working suspension hours, is paid regular rate of pay for hours worked, but a working suspension has the same effect as a suspension without pay for purposes of disciplinary action.);
4. one or more fines in an amount of one (1) to five (5) day(s) pay, the first fine for an employee shall not exceed three (3) day(s) pay; to be implemented only after approval from OCB;
5. one or more days suspension(s) without pay;
6. demotion or discharge.

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**Arbitration Awards:**

#786            *Arbitrator Bowers: Grievant Bert K. Carter; R&C, 6/17/92. While this decision was unfavorable to the State with regard to an untimely investigation it is fact specific.*

#1430           *Arbitrator Brookins; Grievant Thomas Bunsey; DR&C, 01/25/00. Arbitrator agreed with Association's procedural argument that the Employer did not notify the grievant of either the existence of the Standards of Employee Conduct or the expanded role of fines as disciplinary measures.*

**Explanation:**

*The 2000 language allows for working suspensions or fines in an amount of one (1) to five (5) days pay. Agencies may impose a fine for any disciplinary reason in lieu of suspension. However, the 2000 language limits the first fine for an employee to three (3) days. This language allows agencies methods of imposing discipline for attendance infractions while keeping the employee on the job. The 2000 language does restrict suspensions without pay to one or more days.*

**Attention:**

*Agency Directors, Labor Relations and Personnel Officers.*

**Instructions:**

*Agencies will conduct a pre-disciplinary conference and will have to meet the same burden of proof as in any other discipline prior to imposing a fine as discipline. All disciplines which impose a fine must be sent to OCB for review prior to implementation of the discipline.*

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Disciplinary action shall be commensurate with the offense. The deduction of fines from an employee's wages shall not require the employee's authorization for the withholding of fines from the employee's wages.

If a bargaining unit employee receives discipline which includes lost wages or fines, the Employer may offer the following forms of corrective action:

1. Actually having the employee serve the designated number of days suspended without pay; or pay the designated fine or;
2. Having the employee deplete his/her accrued personal leave, vacation, or compensatory leave banks of hours, or a combination of any of these banks under such terms as may be mutually agreed to between the Employer, employee, and the Union.

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**Explanation:**

*Working Suspensions and Leave Reductions are available as alternative forms of discipline. In order to utilize Leave Reductions as an alternative form of discipline, the Employer, Employee and Union must mutually agree.*

**Attention:** Agency Labor Relations Officers, Supervisors.

**Instructions:** Although the forms of discipline have expanded, the same process and reasons must be applied. Fines continue to require OCB review. Obtain a written agreement to utilize leave reductions prior to imposing the leave reduction. Consult with your Labor Relations Specialist if you have any questions.

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## ARTICLE 14 - WORK RULES

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*The language in this Article continues unchanged from the previous Agreement.*

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### **14.01 - Work Rules**

Work rules shall be all those written policies, regulations, procedures, and directives which regulate conduct of employees in the performance of the Employer's services and programs.

Work rules shall not conflict with any provision of the Agreement. The Association shall be furnished with a copy of the work rules a minimum of fifteen (15) working days in advance of their effective date. The Association shall designate an address for receipt of this communication.

Work rules shall be made available to affected employees prior to their effective date.

In emergency situations, as defined by the Employer or the employing agency, the provisions of this Section may not apply. The Association and affected employees will be notified promptly of such declared emergencies and their duration.

### **14.02 - Uniformity**

It is the intent of the Employer that work rules shall be interpreted and applied uniformly to all affected employees.

## ARTICLE 15 - CLASSIFICATION

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*The language in this Appendix continues unchanged from the previous Agreement except for minor housekeeping changes.*

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The Association shall have the opportunity to provide input before any changes are made in classifications or compensation levels assigned to classifications in the bargaining unit.

If the Association disputes the proposed compensation levels of a classification, then the Association and the Employer shall meet for an evaluation conference to discuss the compensation levels which have been assigned to the classification. Should the parties not be able to agree on the compensation levels, the Association may submit the issue to arbitration under Section 5.05 (D) and Article 6 of this Agreement. The arbitrator selected shall be knowledgeable in occupations and compensation.

If a new classification is a successor title to a classification covered by this Agreement with no substantial change in duties, the new classification shall automatically become a part of this Agreement.

The Employer and the Association agree to establish a joint committee to study ways in which the current classification system can be amended for purposes of enhancing employee opportunity and flexibility through the use of concepts such as broadbanding, skill based pay, and similar systems associated with high performance workplaces. The committee shall consist of three (3) persons designated by each party and the state employee members will serve without loss of pay or travel expenses, exclusive of overtime.

The committee will include in its work a study of the relationship between workforce development and high performance systems, including training requirements, career development paths, the affect of technology, licensure requirements, concepts of "same and similar" classifications, workplace redesign and the impact of existing provisions of the Collective Bargaining Agreement, and may recommend the implementation of pilot programs within the context of this system. The parties agree that, except as may be mutually agreed otherwise, no pilot or project initiated as a result of this effort will conflict with, amend or abridge any provision of this Agreement. It is further agreed that no pilot or project initiated as a result of this effort will result in loss of pay or benefits, nor shall it result in a layoff of any employee. ~~The Joint Committee will issue its report and recommendation by April 30, 1998.~~

## ARTICLE 16 - POSITION AUDITS

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*The language in this Article continues unchanged from the previous Agreement.*

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### **16.01 - Position Descriptions**

New employees shall be provided a copy of their position descriptions. When position descriptions are changed, employees shall be furnished a copy. Any employee may request a copy of his/her current position description.

### **16.02 - Position Audit Grievance**

#### **A. Agency Designee**

If an employee believes that he/she has been assigned duties substantially beyond the scope of his/her current classification, and the assigned duties have been performed for more than four (4) consecutive work days, then the employee may file a grievance with the agency designee who shall not be the employee's immediate supervisor. The grievance must state specifically the different duties performed, the classification that contains those duties and how those duties differ substantially from those normally assigned to the classification of the employee. Filing a grievance under this Article bars an employee from filing a subsequent grievance regarding job duties for one (1) calendar year from the date of signing the grievance if his/her position control number has not changed.

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**Explanation:** *Language changed in 1997, reduced from ten (10) days to four (4) consecutive days, the amount of time for filing a grievance, when the employer works an employee substantially beyond the scope of their current classification. This change is consistent with other state contracts.*

**Attention:** *Agency Labor Relations and Personnel Officers and Supervisors.*

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The Agency designee will review the grievance filed, conduct an investigation if necessary, and issue a written decision within fifteen (15) calendar days. If the Agency designee determines that the grievant is performing duties not contained in his/her classification, the Agency designee will direct the appropriate management representative to immediately ensure that the grievant stops performing those particular duties. No meeting shall be held.

If the Agency designee determines that the grievant is performing duties of a higher classification the Agency designee will issue an award of monetary relief.

#### **B. Office of Collective Bargaining**

If the Association is not satisfied with the decision of the Agency Director, it may file the grievance to the Office of Collective Bargaining. This grievance must be filed within five (5) calendar days of the employee's receipt of the Agency Director's decision.

After receipt of such grievance, the Deputy Director of the Office of Collective Bargaining shall investigate and issue a decision within thirty (30) calendar days.

### **C. Hearing Officer**

If the Association is not satisfied with the decision of the Office of Collective Bargaining, the grievance may be appealed to arbitration, in writing, within fifteen (15) days of the Office of Collective Bargaining answer or date it was due.

The parties shall schedule a hearing officer to determine if an employee was performing duties substantially beyond the scope of his/her classification and for what period of time.

Present at the hearing shall be the employee, and an Association representative and a management representative. Both sides will present arguments to the hearing officer. The hearing officer will issue a binding bench decision at the conclusion of the hearing, which will identify if the employee was working out of classification and for what period of time. The expenses of the hearing officer shall be borne equally by the parties.

### **D. Remedy**

If it is determined that the grievant is performing duties substantially beyond the scope of his/her classification, the Deputy Director of the Office of Collective Bargaining shall direct the Agency to immediately discontinue such assigned duties.

If the duties are determined to be those contained in a classification with a lower pay range than that of the employee's current classification, no monetary award will be issued and appropriate duties shall be given to the employee.

If the duties are determined to be those contained in a classification with a higher pay range than that of the employee's current classification, the Deputy Director of the Office of Collective Bargaining shall issue an award of monetary relief, provided that the employee has performed the duties for a period of four (4) or more consecutive work days. The amount of the monetary award shall be the difference between the grievant's regular hourly rate of pay and the hourly rate of pay (at the applicable step) of the higher classification. The applicable step shall be the step in the higher pay range which is approximately four percent (4%) higher than the current step rate of the employee. If a step does not exist in the higher pay range that guarantees the employee approximately a four percent (4%) increase, the employee will be placed in the last step of the higher pay range. In no event shall the monetary award be retroactive to a date earlier than four (4) work days prior to the date of the original grievance. It will end on the date of the award.

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**Explanation:** *1997 language establishes the approximate 4% for step increases. Also reduces monetary awards for ten (10) days prior to date of grievance to four (4) days.*

**Attention:** *Agency Labor Relations, Personnel and Payroll Officers.*

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### **E. Emergency Duties**

Notwithstanding the provisions of paragraph D, if the employee was assigned the improper duties during the existence of an emergency, the grievance shall be denied.

## ARTICLE 17 - TRANSFERS AND PROMOTIONS

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### Arbitration Awards

**#803:** *Arbitrator Minni; Grievance Steve Sellars et. al; Department of Mental Health, 7/31/92. See Section 17.01.*

**#699** *Arbitrator Rivera; Grievant John Howe et. al.; Department of Mental Health, 12/03/91. The issue was whether the Employer was obligated to fill a position vacated by retirement by recalling a former employee from a recall list. There were three positions in the same classification, Education Specialist 2. The Employer through a reduction in force (RIF) laid off one employee. A second position became vacant by retirement. The Arbitrator found that the Employer did not have to recall the first employee to a position that became vacant through retirement. Even though this results as a loss of two positions, this is not a contract violation. The Employer retains the right to determine the adequacy of the work force and the right not to fill a position that is vacant due to retirement, unless there is a specific contract section which expressly abridges this right. Article 17 also states that, "A position for which a recall list exists is not necessarily a vacant position." The definition of "vacancy" in the same Article is only a position which the Employer has determined to fill by transfer, promotion, or original appointment. The Employer is not obligated to issue a recall notice for positions that are vacated through attrition. The term "reduction in force" does not include either retirement or voluntary quit. This case supported the management right to determine a vacancy under Section 17.01. This grievance was denied.*

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### **17.01 - Vacancy**

As used in this Agreement a vacancy is defined as a new or existing permanent full-time or permanent part-time position in the bargaining unit which the Employer has determined to fill. A position for which a recall or reemployment list exists is not a vacant position.

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**Explanation:** *The 1997 language adds reemployment to recall as an exclusion to the definition of vacancy.*

**Attention:** *Agency Labor Relations and Personnel Officers.*

**Instructions:** *Agencies must check for both recall and reemployment list, before filling a vacant position.*

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### **17.02 - Posting of Vacancies**

All job vacancies within Unit 10 shall be posted for a minimum of ten (10) consecutive days on official state bulletin boards within the employing agency and at the work facility where the vacancy exists. One designated representative of the Association shall be provided with a copy of the posting notices. The failure of the Employer to provide the designated representative a copy of the posting shall not invalidate the posting or selection process. The posting notice shall include:

1. the posting and closing dates, and person to receive the application;
2. the classification title and parenthetical subtitle of the vacant position;
3. the salary of the vacant position;
4. the agency, work facility, work unit, and normal work hours of the vacant position;
5. subject or skills taught (if applicable);
6. minimum qualifications as specified in the classification specification for the vacant position and special experience and/or training, certifications and bona fide occupation qualifications as specified by the position description for the vacant position; and
7. the type of application which must be completed and any other documents which must be forwarded.

To be considered for a vacant position, an employee must complete the application as listed on the posting and such application must be received by the person listed on the posting notice by the closing date on that notice. Applications which are received after the closing date will not be considered.

### **17.03 - Notification**

The Employer will notify all applicants in writing after a selection has been made or if the Employer determines that the vacancy will not be filled.

### **17.04 - Selection**

#### **A. Definitions**

1. Consideration, as used in this Agreement, is defined as having been granted an interview and being given serious thought in hiring, only if all other qualifications among applicants are equal.

2. Promotion, as used in this ~~a~~Agreement is defined as the act of placing an employee in a position for which the classification title carries a higher salary base rate than previously held. Movement from a Librarian 1 - Non-Degreed to Librarian 1 - Degreed and from a Librarian 2 - Non-Degreed to a Librarian 2 - Degreed shall not be considered a promotion under this Article.

3. An internal transfer, as used in this Agreement, is defined as a transfer for which an employee is qualified initiated by the employee and approved by the Employer in which the employee wishes to transfer from one classification to another classification assigned to the same pay range or from one parenthetical subtitle to another parenthetical subtitle within the same facility.

4. A lateral transfer as used in this Agreement is defined as a transfer initiated by the employee and approved by the Employer in which the employee wishes to transfer from one facility or Agency to another within the same classification title or into another bargaining unit vacancy for which the employee is qualified.

## **B. Filling of the Vacant Position**

The Employer shall give first consideration to those applicants seeking a promotion into the vacancy. Second consideration shall be given to internal transfers. Lateral transfers shall be given consideration after promotions and internal transfers.

All timely filed applications shall be considered in the following sequential order:

1. promotions within the facility of the employing agency where the vacancy exists;
2. internal transfers;
3. promotions within the employing agency where the vacancy exists;
4. lateral transfers;
5. unit-wide.

Employees bidding under 3 through 5 shall have no right to grieve non-selection.

If a position is not filled pursuant to paragraph two of 17.04(B) the Employer will give consideration to any Unit 10 member affected by a job abolishment, layoff or institutional closing who at the time of displacement held the same classification (and/or parenthetical subtitle) and meets and is proficient in the minimum qualifications as specified in the classifications specification and position description. Non-selection for positions after said consideration shall not be grievable.

The following criteria shall be utilized for consideration when filling vacant positions: qualifications; work record, as reflected by a review of the employee's performance evaluation(s) and a review of active disciplinary record(s) within the preceding two (2) years; ability; and agency seniority. Where these criteria are relatively equal, agency seniority shall be the deciding factor for selection. For purposes of unit-wide consideration, agency seniority shall mean each applicant's agency seniority.

The Employer and the Association hereby state a mutual commitment to Affirmative Action ~~as~~ in regards to job opportunities within the agencies covered by the contract. Therefore, when all other qualifications are relatively equal in the opinion of the Employer, Affirmative Action may be the most qualifying factor. This selection process supersedes and voids the provisions of civil service law as to promotions and transfers in the bargaining unit.

If no selection is made from these pools of applicants, the Employer will then consider applicants for original appointment.

## **C. Employee Initiated Reductions**

Job movement to a classification with a lower salary base rate is a reduction. Employee requested reductions shall only be with the approval of the Employer.

### **17.05 - Promotional Probationary Period**

During a promotional probationary period, the Employer maintains the right to place the employee back in the classification that the employee held previous to the promotion if the employee fails to perform the job requirements of the new position to the Employer's satisfaction. Management's decision to return unsatisfactory employees to their previous classification during the probationary period shall not be grievable.

### **17.06 - Reassignment**

A reassignment is a change of assignment of an employee ~~within the same classification title and/or parenthetical subtitle~~ within the same work facility, which may be temporary or permanent effected upon the Employer's initiative. The Employer will first attempt to effectuate reassignments by seeking volunteers. If the employee's reassignment is temporary, the employee will be allowed to return to his/her prior position at the end of the temporary period.

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**Explanation:** *The 2003 change deletes the requirement to only reassign the employees within their classification title and/or parenthetical subtitle.*

**Attention:** *Agency Supervisor, Labor Relations Officers and Personnel Officers.*

**Instructions:** *If the Agency needs fill a specific teaching position, the Employer can reassign a second teacher to cover that position provided that the teacher holds a teaching certification in position to be covered. Example: Agency Math Teacher also holds a teaching certification in English. The Agency may reassign this teacher when the Employer needs to fill a English teacher position.*

**Effective Date:** *July 1, 2003*

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#### **17.07 - Holding Classifications**

The classification title of Teaching Coordinator is recognized as a holding classification. No new positions shall be created within this classification and no future permanent reclassifications, assignments, or promotions shall be made into this classification. When a position in this classification is permanently vacated, the position shall be deleted by the employing agency, and if all positions become permanently vacated during the term of this ~~a~~Agreement, the classification shall be deleted from coverage under this ~~a~~Agreement.

#### **17.08 - Civil Service Examinations**

Where a civil service examination has been given, all eligible employees within the office or institution of the Agency in which the vacancy exists who passed the examination, shall be considered in filling the vacancy as described above.

## ARTICLE 18 - REDUCTION IN THE WORK FORCE

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*The language in this Appendix continues unchanged from the previous Agreement except for minor housekeeping changes.*

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### **18.01 - Pre-Reduction in Force Action**

A. A reduction in force of employees may only be effected by the employing agency when such action is based upon any of the following reasons: (1) a reorganization for the efficient operation of the employing agency; (2) for lack of funds or lack of work to sustain current staffing; (3) for reasons of economy; a reduction in force may be either of temporary (less than one year) or permanent (more than one year) duration.

At least forty-five (45) days prior to the anticipated effective date of a reduction in force, the Association must be afforded an opportunity to meet with the Employer. At this meeting, the Association must be provided a written rationale, with supporting documentation if any has been prepared, setting forth the basis for the reduction in force. At this meeting, the Employer must also inform the Association of the anticipated classification(s) where reductions may occur, the particular position(s) and their appointment types which may be reduced, the names of employee(s) in the classification(s) where the reduction is anticipated with the seniority dates of employees within the classification(s) and series affected, the expected duration of the reduction in force, the facility or facilities to be affected and a listing of any vacancies which might be available for displacement.

Either at this meeting or within ten (10) days thereafter, the Association shall be provided an opportunity to challenge the rationale offered and/or to discuss the reduction in force with the Employer so as to offer suggestions as to how the reduction in force may be avoided or its impact lessened. Input from the Association shall be seriously considered before any final decision is made as to a reduction in force.

Within five (5) days after the Association provides its input, but no later than thirty (30) days prior to the proposed effective date of the reduction in force, the Employer shall make a final decision as to whether it will effect a reduction in force. Such final decision shall be communicated to the Association. If a reduction in force is to be effected, the Employer shall supply to the Association a written rationale, with supporting documentation if any, revised if necessary, setting forth the basis for the final decision.

The Association shall also be provided with a final listing of the classification(s) where reduction in force will occur, the particular position(s) and their appointment types, names of employees affected with their seniority and work facility or facilities, vacancies available, and the expected duration of the reduction in force. The Association shall also be provided a complete seniority list of all employees within each facility affected, and the facilities within the county and counties contiguous to each facility affected.

When the Employer makes its final decision to effect a reduction in force, it may not move employees into or out of affected classifications within the affected facility and facilities in the county of or counties contiguous to the affected facility by means of promotions, transfers, voluntary reductions (as per Article 17), classification changes, or reassignments, except that

transfers out of a classification or implementation of the findings of a position audit commenced prior to the employing agency's final decision may be implemented.

B. After the Agency makes a final decision to implement a layoff, job abolishment or institutional closing, the Agency in which the layoff, abolishment, closing occurs shall cause notice of the job action to be sent to all the other agencies employing Unit 10 members. The notice shall specify the number of Unit 10 employees being laid off or abolished, their general job titles, and when the employee will be available for other employment.

Agencies and institutions receiving notice of a layoff, job abolishment or institutional closing shall respond to such notice if the agency or institution has any Unit 10 vacancies. Responses to the notice shall be issued within five (5) working days of the receipt of the notice and shall be transmitted by telephone/facsimile machine.

The Agencies and institutions receiving notice of available job vacancies shall make the information about the vacancies available to their employees who are being laid off.

C. Should the Association disagree with the Employer's rationale to effect a reduction in force, it may grieve the final decision for a determination of its substantive validity or any procedural errors regarding this Article, directly to Steps 3 and 4 in accordance with Section 5.09. Such a grievance shall be filed by the Association with the Office of Collective Bargaining and the Agency at Steps 3 and 4 of the Grievance Procedure within fifteen (15) work days of the date the Association receives the final decision from the employing agency. In expedited arbitration, the Employer bears the burden of proving by a preponderance of the evidence the substantive reason for the proposed reduction in force.

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**Arbitration Awards:**

**#803**

*Arbitrator Minni; Grievance Steve Sellars et. al; Department of Mental Health, 7/31/92. This case involved the abolishment of one position, an Education Specialist 2, and a reclassification of a full time Librarian position to a part-time position. The Arbitrator did not change the standard for determining whether a layoff was proper. Following previous decisions, the Arbitrator found there was "substantial validity" for the abolishment. The Employer was going to have a million dollar reduction over the next three years. Although there is an undisputed value in educational training and library services, it is not the same as in a long term custodial environment. The Arbitrator found that education is not a "sacred cow", that the institution was in financial straits and that the Employer met the test of providing "substantial validity". The grievance was denied.*

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**18.02 - Implementation**

If no appeal is received by the Agency and Office of Collective Bargaining within the fifteen (15) work day time period specified above, the Association waives any and all rights it may possess to arbitrate or appeal the substantive validity of the Employer's final decision and the Employer shall proceed to implement the reduction in force.

### **18.03 - Reduction in Force Order**

A reduction in force shall proceed within the employing agency in the affected facility so that the employee with the least state seniority in a classification title and/or parenthetical subtitle and appointment type in which a reduction in force is to occur shall be first reduced in force. The reduction in force shall proceed by inverse seniority within the classification title and/or parenthetical subtitle and affected appointment type except as provided for in Section 18.05(A)(8) and (A)(9). If both full-time and part-time employees are to be reduced within the same classification title and/or same parenthetical subtitle, all part-time employees within the classification title and/or parenthetical subtitle shall be reduced in force prior to the reduction of full-time employees.

### **18.04 - Notification of Reduction in Force or Displacement**

#### **A. Notification:**

Each employee whose particular position is reduced in force or displaced shall be given advance written notice by the Employer. Such written notice shall be hand-delivered to the employee at work or mailed by certified mail to the employee's last known address on file within the official personnel file of the employing agency. If hand-delivered, such notice shall be given at least fourteen (14) days before the effective date of reduction in force or displacement and the date of hand-delivery shall be the first day of the fourteen (14) day period. If mailed, such notice shall be mailed at least seventeen (17) days before the effective date of reduction in force or displacement. The date the letter is mailed shall be the first day of the seventeen (17) day period.

#### **B. Content of notice:**

Each notice of reduction in force or displacement shall at a minimum contain the following information:

1. the reason for reduction in force or displacement;
2. the effective date of reduction in force or displacement;
3. the employee's state seniority;
4. a statement advising the employee that he/she may have the right to displace another employee and that he/she must exercise his/her displacement rights within five (5) days of the date he/she is notified that he/she is displaced or is notified of the reduction in force and that failure to provide timely notice shall result in a waiver of the employee's right to displace;
5. a statement advising the employee of the right to recall;
6. a statement that the employee is responsible for maintaining a current address with his/her employing agency which shall be maintained in the employee's official personnel file;
7. a statement setting forth any conversion of benefit rights which the employee may exercise;
8. a statement indicating that the expedited arbitration procedure may be directly utilized by an employee, with the approval of the Association, concerning any of the following matters: selection of the employee for reduction in force pursuant to Section 18.03; displacement of an employee as a result of the reduction in force; timeliness of the notice of reduction, displacement or recall; or failure of the employee to be placed on a recall list or to be properly recalled from reduction in force or displacement.

#### **C. Posting of reduction in force list:**

At least fourteen (14) days prior to any reduction in force, the Employer shall prepare and post for inspection in a conspicuous and public place accessible to affected employees a list containing for the work facility of the reduction in force or displacement jurisdiction, the names, dates of

appointment, types of appointment, classification, and seniority listing of all employees in the affected classification series and shall indicate thereon which particular positions will be reduced in force. The posting shall also include a statement that employees may volunteer, regardless of seniority, to be reduced in force or displaced pursuant to Section 18.11 of this Article with an explanation as to how to submit such a request.

#### **18.05 - Displacement Rights**

A. Each employee reduced in force or displaced as a result of a reduction shall have the right to displace another employee in the manner and order provided in subparagraphs 1-10, subject to the requirements set forth in Section 18.06, only if the affected employee has given the employing agency written notification of intent to exercise his/her displacement rights within five (5) days of the date he/she is notified of the reduction in force or displacement. In the order specified in subparagraphs 1-7, full-time employees are to displace first against other full-time employees. After subparagraphs 1-7 have been applied, full-time employees may displace part-time, interim and intermittent employees as specified in subparagraphs 8 and 9. Part-time employees may only displace other part-time employees. Displacement shall occur in the manner and order specified below:

1. Within any available vacancy in the classification title and/or same parenthetical subtitle from which the employee was reduced in force or displaced: first, within the work facility of the reduction or displacement; second, within work facilities within the same county operated by the employing agency implementing the reduction in force or displacement, and third, within work facilities within contiguous counties which are operated by the employing agency implementing the reduction in force or displacement;

2. Within any available vacancy in the classification title and different parenthetical subtitle from which the employee was reduced in force or displaced: first, within the work facility of the reduction or displacement, second, within work facilities within the same county operated by the employing agency implementing the reduction in force or displacement, and third, within work facilities within contiguous counties operated by the employing agency implementing the reduction in force or displacement;

3. Against the employee with the least state seniority within the same classification title and/or parenthetical subtitle from which the employee was reduced in force or displaced: first, within the work facility of the reduction or displacement, second, within work facilities within the same county operated by the employing agency implementing the reduction in force or displacement, third, within work facilities within contiguous counties operated by the employing agency implementing the reduction in force or displacement;

4. Against the employee with the least state seniority in the same classification title from which the employee was reduced in force or displaced and different parenthetical subtitle; first, within the work facility of the reduction or displacement, second, within work facilities within the same county operated by the employing agency implementing the reduction in force or displacement, and third, within work facilities within contiguous counties which are operated by the employing agency implementing the reduction in force or displacement;

5. Against the employee with the least state seniority within the next lower classification title to include parenthetical subtitles or successively lower classification titles as set forth in Section 18.07 in which the reduction in force or displacement occurred; first, within the work facility of the reduction or displacement, second, within work facilities within the same county operated by the employing agency implementing the reduction in force or displacement, and third, within work

facilities within contiguous counties which are operated by the employing agency implementing the reduction in force or displacement;

6. Against the employee with the least state seniority in the classification title to include parenthetical subtitles most recently held by the employee within the last five (5) years provided that the classification is a lower or equivalent classification to the employee's current classification and further provided that the classification is included within the bargaining unit; first, within the work facility of the reduction or displacement, second, within work facilities within the same county operated by the employing agency implementing the reduction in force or displacement, and third, within work facilities within contiguous counties which are operated by the employing agency implementing the reduction in force or displacement;

7. Against the employee with the least state seniority in the classification title he/she next previously held, and in successive previous classifications, provided that the classification(s) is included within the bargaining unit; first, within the work facility of the reduction or displacement, second, within work facilities within the same county operated by the employing agency implementing the reduction in force or displacement, and third, within work facilities within contiguous counties which are operated by the employing agency implementing the reduction in force or displacement;

8. If a full-time employee is unable to exercise displacement rights against another full-time employee under subparagraphs 1-7 above, then the most senior full-time employee may displace in the order specified in subparagraphs 1-7 the least senior part-time employee even if the part-time employee has more seniority than the full-time employee. However, a full-time employee may waive the right to displace a part-time employee without adversely affecting the full-time employee's right to recall;

9. If a full-time employee is unable to exercise displacement rights against another full-time employee under subparagraphs 1-7 above, and is unable or unwilling to exercise displacement rights against a part-time employee under subparagraph 8 above, then the most senior full-time employee may elect to displace in the order specified in subparagraphs 1-7 first, the least senior interim employee at the work facility only and secondly, the least senior intermittent employee at the work facility only, even if the interim or intermittent employee has more seniority than the full-time employee exercising displacement rights. A full-time employee may waive his/her right to displace an interim employee without prejudicing his/her right to displace an intermittent employee. A full-time employee's right to recall will not be affected regardless of whether the displacement option against an interim or intermittent employee is exercised as herein provided.

10. An employee so displaced by an employee possessing more state seniority may displace an employee in the order and manner specified in paragraph A (1-9) subject to exceptions set forth in Section 18.06.

#### **18.06 - Displacement Requirements**

The following requirements apply to displacement:

A. No employee may displace into a classification title which has a higher classification base than the classification title from which the employee was reduced.

B. No employee shall displace any employee possessing more state seniority than the employee wishing to exercise his/her displacement rights except as provided in subparagraphs (8) and (9) of Section 18.05 (A).

C. No employee shall displace an employee for whose position or classification there exists special minimum qualifications, as established by a position description, classification specification

or bona fide occupational qualification, unless the employee desiring to displace another employee possesses the requisite minimum qualifications for the position or classification.

D. An employee, with the exception of Librarian 1 and 2, who wishes to exercise displacement rights and who is qualified for employment in two (2) or more parenthetical subtitles of a classification title shall displace the employee with the least state seniority in any of the parenthetical subtitles for which the employee exercising displacement rights is qualified for employment.

E. If the employee finds no displacement rights under (C) or (D) above, then the employee may displace within the classification series for which he/she meets the minimum qualifications as outlined in the classification specification and/or position description.

#### **18.07 - Classification Series**

Classification series are recognized for purposes of displacement and recall. Classification Titles within the bargaining unit are listed in Appendix G.

For the purposes of displacement the parties recognize the following classification series.

- 1) Peripatologist
- 2) Teachers Deaf and Blind
- 3) Library Series
- 4) Any employee covered by Section 21.02 of the Agreement.

#### **18.08 - Displacement List**

Within ten (10) days after all displacements have occurred when a reduction in force has been implemented, the Employer shall furnish to the Association a complete listing of displacements which have occurred. The listing shall indicate name(s) of all displaced employees with their seniority and work facility or facilities, classification(s), and appointment types.

#### **18.09 - Employees on Leave**

Employees on sick leave, authorized leave of absence or authorized disability leave shall be treated for the purpose of reduction in force and displacement the same as all other employees and must meet any notification requirements as set forth in this Article. Any temporary vacant position resulting from displacement exercised by employees on authorized sick leave, leave of absence or disability leave may be temporarily filled by the employing agency by interim employment until the displacing employee returns from authorized leave.

An employee who is reduced in force while on authorized disability leave shall continue to receive disability leave payments for such period of time as such leave is approved by the Director of the Ohio Department of Administrative Services under the provisions of Chapter 123:1-33 of the Ohio Administrative Code.

#### **18.10 - Displacement Compensation**

An employee exercising his/her displacement rights shall be paid according to either the pay range assigned at Section 21.10 or according to the salary index at Section 21.02 based upon the classification title into which the employee displaced. Under Section 21.10, the employee shall be assigned to a rate in the pay range assigned to the new classification which is equivalent to or nearest to, but not exceeding, the rate the employee was paid in his/her previous classification. If the rate the employee was assigned in his/her prior classification exceeds the highest rate in the pay range assigned to the new classification, the employee will be assigned the highest rate assigned to the new classification. An employee will only receive supplements if such supplements were assigned to the position and classification title into which the employee displaced. Under Section

21.02, the employee shall be assigned to the rate of pay attained ~~paid~~ pursuant to Section 21.02 prior to displacement.

### **18.11 - Voluntary Reduction in Force**

When the Employer determines to reduce the work force, employees within the affected classification titles to include parenthetical subtitles may volunteer in writing to be reduced in force or displaced ("laid-off") without consideration of seniority. If granted, the employing agency shall report to the Bureau of Employment Services that it has "laid-off" the employee and shall not contest the employee's eligibility for unemployment compensation. Nothing in this section shall be construed to constitute a waiver of such employee's recall rights unless the employee voluntarily waives such recall rights in writing. The fourteen (14) days notice requirement of reduction in force as indicated in Section 18.04 shall be waived for employees granted voluntary reduction in force. Should any employee's request for voluntary reduction in force be granted by the employing agency, the most senior names on the reduction in force list shall be deleted accordingly in direct number to the number of employees granted voluntary layoff.

### **18.12 - Recall Rights and Procedures**

During the two (2) year period following the reduction in force or displacement, the employing agency shall not hire, transfer, or promote any person into a classification title and/or parenthetical subtitle in a facility operated by the employing agency for which a recall list exists.

Employees reduced in force or displaced as a result of the reduction in force shall have recall rights for a period of two (2) years from the effective date of reduction in force or displacement.

#### **A. Recall Rights**

1. Recall rights shall exist statewide within the employing agency in which the reduction in force or displacement occurred. Within five (5) days of the notification of the reduction in force, the employee who is subject to recall may select the counties in which he/she is willing to accept recall. If no counties are designated, the employee shall be placed on the agency statewide recall list.

2. Within five (5) days of the notification of the reduction in force or displacement, the employee who is qualified for reinstatement in two (2) or more parenthetical subtitles may select in writing the parenthetical subtitles for which the employee wishes to be recalled. If the employee makes no selection, then the employee shall only be placed on the recall list for the classification and parenthetical subtitle held at the time of the reduction or displacement.

3. Each agency which has implemented a reduction in force shall prepare recall lists of all employees displaced or reduced as a result of a reduction in force. Such recall lists will be by classification and parenthetical subtitles and will include the employee's seniority, appointment type, and the counties to which the employee wishes to be recalled. Employees who have been reduced in force or displaced to a classification title and different parenthetical subtitle, or a lower classification title in their classification series shall be placed on recall lists for each classification in the classification series equal to or lower than the classification in which the employee was employed at the time of reduction or displacement.

4. The reduced in force employee or an employee who exercised displacement rights with the most seniority shall be the first recalled to a position within the specific classification title and/or parenthetical subtitle which the employee held at the time of reduction in force or displacement, or into any classification in which displacement occurred, provided that the recalled employee is currently fully qualified for the position as established by the classification specification. If the

employee displaces outside his/her classification series, the employee shall only be recalled to the classification (including different parentheticals) held at the time of displacement.

**B. Notification of Recall**

1. Each employee recalled shall be notified of the offer of reinstatement by certified letter to the address maintained in the employee's official personnel file. The notice shall also specify under which conditions the employee's declining of an offered position may cause his/her removal from that or other recall lists.

2. The employee shall be allowed fourteen (14) days from receipt of the notice of recall to respond to the notice and/or report to work by accepting the offer of reinstatement. Such time limit shall be explained in the notice of recall. In the event of extenuating circumstances (illness, injury, absence from the state or other good cause as solely determined by the employing agency) preventing return to work within fourteen (14) days, a reasonable extension, not to exceed sixty (60) days, may be granted for return to work.

**C. Removal From Recall List**

1. An employee who declines recall to a classification lower in the class series than the classification from which the employee was reduced or displaced shall thereafter only be entitled to recall to a classification higher than the classification declined, up to and including the classification from which the employee was reduced or displaced in the classification series.

2. An employee who declines recall to a classification and different parenthetical subtitle from which the employee was reduced shall be removed from all agency recall lists

3. An employee accepting recall to a classification and different parenthetical subtitle from which the employee was reduced or displaced shall thereafter only be entitled to recall to the classification and parenthetical subtitle from which he/she was reduced or displaced.

4. An employee accepting or declining recall to the same classification and same appointment type from which the employee was reduced or displaced shall be removed from the agency recall list.

5. Failure of an employee who was reduced or displaced to respond to a notification of recall within fourteen (14) days of the mailing of the notification of recall by certified mail to the employee's current address, as maintained by the employing agency, shall cause the employee's name to be deleted from any recall list and will result in the loss of the right to recall.

6. If, after an employee has exercised his/her displacement rights, the employee is to be reduced in force or displaced due to a subsequent reduction in force, the employee's displacement right shall be in accordance with the classification from which he was subsequently displaced provided, however, he/she has right to recall in his/her previous classification. In the event any displaced employee is subsequently reduced in force or displaced after recall, such employee's name shall be removed from the recall list two (2) calendar years after the subsequent reduction in force or displacement action.

**D. Recall Qualifications**

1. In no event shall an employee on a recall list be offered a position in a classification with a higher rate of pay than that of the classification or appointment type from which the employee was laid off or displaced.

2. An employee recalled under this Section shall serve a probationary period only if that employee was reduced during an original or promotional probationary period. Upon recall the employee shall begin a new probationary period only if recalled to the classification title held at the time of reduction or displacement.

3. An employee who exercises his/her recall rights must at the time of notification of recall, verify with appropriate documents to the Employer, that said employee is currently and fully qualified for the position as established by a position description, classification specification or by bona fide occupation qualification(s). Failure to present evidence of such qualifications or for such to be contained in the official personnel file of the employee to be recalled at the time such employee notifies the Employer of his/her desire to be recalled, will result in the employee's name to be deleted from any recall list and will result in the loss of the right to recall.

The Employer shall maintain an accurate recall list which shall be open to inspection by employees subject to recall, and provided, upon request, to the Association.

#### **18.13 - Reduction in Force or Displacement Appeal**

An employee, who has been reduced in force or displaced, with the approval of the Association, may file a grievance as outlined in Section 5.09 of the Agreement, within ten (10) days of receipt of the notification of reduction in force, displacement or recall.

The only matters which may be grieved by the employee are:

1. Selection of the employee for reduction in force pursuant to Section 18.03;
2. Displacement of an employee as a result of a reduction in force;
3. Timeliness of the notice of reduction, displacement or recall; or
4. Failure of the employee to be placed on a recall list or to be properly recalled from reduction in force or displacement.

Under no circumstances shall the State Personnel Board of Review have any jurisdiction over any appeal resulting from a reduction in force initiated after July 1, 1986.

#### **18.14 - Seniority**

For purposes of calculating seniority under this Article, "state seniority" shall apply as stipulated in Article 20 of this Agreement.

#### **18.15 - Out-Placement**

When an employee has been reduced in force, the Employer agrees to assist the employee by offering the employee career counseling and resume writing services and/or job retraining services.

#### **18.16 - Bidding Rights for Employees on Layoff**

Notwithstanding the provisions of Article 17 and the other provisions of this Article, an employee who has received a notice of layoff under Section 18.04 and who is to be laid-off after exhausting all rights contained in Section 18.05, may submit an application for any posted vacancy, covered by this Agreement, in the classification from which he is proposed to be laid-off or displaced. This opportunity shall be offered to all employees who are to be laid-off and who have no discipline which exceeds a one (1) day suspension and shall be offered only in the agency from which the employee was laid-off. Applications from such laid-off employees shall be sorted and considered before any other applications pursuant to the provisions of Article 17. Among such employees submitting applications who meet the minimum qualifications as stated in the Position Description and Classification Specification, the most senior qualified applicant shall be awarded the vacancy. A laid-off employee who is offered a position and declines shall not be automatically awarded other positions for which he/she applies.

A laid-off employee who is unable to acquire a position after exhausting all rights under this Section shall, in addition to the reinstatement rights contained in Section 18.12, have re-employment rights for the same two (2) year period as recall rights.

#### **Re-employment Rights**

Each laid-off in addition to recall rights set forth in this Article, shall have the right to reemployment with other agencies. The right to reemployment is predicated on the employee meeting the minimum qualifications as listed in the classification specification and position description and is limited to the same classification from which the layoff initially occurred.

A reemployment list for laid-off employees, shall be established by state seniority as established in Article 20 for the bargaining unit. No employee may be placed in a position from the reemployment list as long as a recall list exists for an Agency.

The following criteria shall be utilized when filling vacant positions by reemployment based on the following qualifications: work history; education and training background; work record, as reflected by a review of the employee's performance evaluation(s) and a review of active disciplinary record(s) within the preceding two (2) years; discipline in excess of a one (1) day suspension shall bar the employee from being considered for reemployment ability; and state seniority. When these criteria are relatively equal, state seniority shall be the deciding factor for selection.

### **Implementation**

Each employee whose particular position is reduced in force or displaced shall be provided with ADM 4138 prior to the effective date of the reduction in force. This form shall be hand-delivered to the employee at work or mailed by certified mail to the employee's last known address on file within the official personnel file of the employing agency. If hand delivered, such forms shall be given at least fourteen (14) days before the effective date of the reduction in force or displacement and the date of hand delivery shall be the first day of the fourteen (14) day period. If mailed, such notice shall be mailed at least seventeen (17) days before the effective date of the reduction in force or displacements. The date the letter is mailed shall be the first day of the seventeen (17) day period. The form must be postmarked no later than fourteen (14) calendar days from the date the employee received the form. Each employee shall indicate the counties to which they wish to be considered for reemployment. Failure to denote any specific county (counties) or return the form within the prescribed time frame will result in the employee being placed on a State wide reemployment list.

The reemployment list shall be administered by the Certification Unit within the Employment Processing Section at the Ohio Department of Administrative Services. This list will be administered in the same fashion as those established pursuant to the ORC and OAC. When an Agency determines to fill a vacancy for which a reemployment list exists the Certification Unit will furnish the name of the most senior eligible employee to the employing agency.

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**Explanation:** *This language incorporates the procedure established to implement the reemployment provision negotiated during 1994 bargaining.*

**Attention:** *Agency Labor Relations and Personnel Officers.*

**Instructions:** *Agencies should consult the Certification Unit within the Department of Administrative Services.*

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The employee accepting a position across agency lines will serve a probationary period of 90 days. Probationary periods under this provision will begin following completion of the pre-service training for all positions. This period shall include evaluations as specified in Articles 8.01, 8.02 and 8.03. These evaluations shall occur within 4 to 6 weeks of employment and no later than 10 days before the end of the probation. Probationary evaluations shall be discussed with the employee. Removals during probation shall not be subject to the grievance process.

Reemployment shall be across agency lines. Acceptance of reemployment by an employee shall remove their name from the recall list of the agency who laid the employee off. Refusal to accept a reemployment offer, shall cause removal of the employee's name from the reemployment list, but shall not effect an employee's recall to his employing agency. A removal during the probationary period shall cause the employee's name to be removed from both the recall and reemployment list. The above provisions shall not apply to the Schools for the Deaf and Blind.

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**Rationale:** *The 1994 language established a two tiered employment plan for workers who are affected by an agency reduction in force. It was added as a result of the Union concern over agencies which are downsizing and undergoing institutional closings.*

**Attention:** *Agency Labor Relations and Personnel Officers, and Supervisors.*

**Instructions:** *At least seven days prior to an agency issuing layoff notices OCB is to be notified of the pending layoff date and the date upon which notices will be issued. OCB will notify all agencies of the need to consider applications of current employees under the provisions of this Article.*

*An employee slated for layoff after exhausting displacement rights (Section 18.05) may submit an application for any posted vacancy within the Agency, within the classification from which he/she is being laid off.*

*Excluded from this right are employees to be laid off who have active discipline which exceeds a one day suspension.*

*Applications for such employees shall be sorted and considered before any other applications as provided by Article 17. Employee applicants slated for lay off who meet minimum qualifications as stated in the position description and classification specifications shall be awarded the position based on seniority. Any such employee who declines a position shall not be automatically awarded other positions for which he/she applies.*

*Employees to be laid off who do not acquire a position within the agency shall be laid off.*

*Employees thus laid off shall, in addition to reinstatement rights, have re-*

*employment rights with other agencies for the same two year period as recall rights. Re-employment rights are exercised by applying for a vacant position. The employing agency shall utilize the qualifications of: work history; education and training background; a review of active discipline records within the preceding two years; discipline in excess of a one day suspension shall bar the employee from re-employment; and state seniority. When these criteria are relatively equal, state seniority shall be the deciding factor for selection.*

*Employees selected for re-employment across agency lines, shall serve a ninety day probationary period. Normal evaluation procedures apply during probation. Removals during probation are not subject to the grievance procedure. The Schools for the Deaf and Blind are exempt from these provisions.*

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### **18.17 - Placement**

Notwithstanding any other provisions of Article 17, the Association and the agency or agencies may agree, in writing, to place an employee to be laid off in an existing vacancy which may not be otherwise available. Such agreement shall take precedence over any other Section/Article of this Agreement. However, such placement shall not result in a promotion of the affected employee. All employees placed into existing vacancies under this section shall retain recall and reemployment rights pursuant to the provisions of this Article.

### **18.18 Group Benefit Participation**

The Employer shall permit separated employees the option of continued participation in the employee's health plan for eighteen (18) months after separation, provided the affected employee meets the following eligibility requirements:

1. the employee is covered by a group health insurance at the time of the separation;
2. the employee has not been fired for gross neglect; and
3. the employee is not covered or entitled to be covered for similar benefits under any other group coverage or by Medicare. The employee shall notify, in writing, the appropriate administrative officer of the employing agency at the time of reduction in force, if he/she wishes to continue to participate in a health insurance plan. The employee must pay the entire health insurance premium (Employer and employee share) each month. This Section does not apply to life insurance. In the event of conflict, the provisions of the COBRA Act of 1986 shall prevail over this Section.

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### **Arbitration Award:**

**#928**

*Arbitrator Rivera; Grievant Steve Sellars, Department of Mental Health, 12/2/93. The grievant was classified as an Education Specialist at the time of the layoff and subsequently grieved that for the purpose of the recall list he*

*should be considered a teacher. The Arbitrator found that the grievant had for years taken 5% more in pay by being an Education Specialist 2. He never grieved working out of class or doing teacher-related work. He is therefore stopped from making the argument in arbitration that he should be listed as a teacher. Section 18.12 (A) (4) is specific and controls. The grievance was denied.*

#773

Arbitrator Graham; Grievant Arthur Lunt et. al.; Ohio Veterans Children's Home, 6/5/92. The initial notice of layoffs starts the clock running. The change in the employees who were to be laid off based on union input at the meeting does not require the employer to send out more notices. The rationale for the layoff has not changed. *The Arbitrator noted that the big picture must be looked at when considering layoffs, including other bargaining units. Employees from AFSCME were laid off as well. Arbitrator Graham also found that some funds should not be included in calculations by the Union. These funds cannot be shifted among various accounts. The grievance was denied.*

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## ARTICLE 19 - PROBATIONARY PERIOD

### 19.01 - Probationary Period Duration

Each employee in the bargaining unit shall serve a probationary period of one (1) year following an original appointment or promotion to a permanent position.

Newly hired employees' probationary period shall begin on the date of hire. ~~Employees hired into new facilities in the Departments of Rehabilitation and Correction and Youth Services shall have such probationary period begin when students are assigned to a teacher's classroom.~~

~~For employees assigned to existing facilities or employees not assigned to classroom duties, probation shall begin upon completion of training at the Agency's Training Academy.~~

~~In all agencies, a~~ A teacher with a provisional license, may at the discretion of the Employer have his/her probationary period extended by one (1) year, if he/she is unable to obtain a professional license.

---

**Explanation:** *The 2003 language change eliminated the question of the status of employees at an Agency's Training Academy. The new language clarifies the probationary period begins on the date of hire.*

*The 2000 language clarifies that the one-year probationary period applies to an original appointment or a promotion to a permanent position.*

*The 1997 language lengthened the probationary period for original appointments and promotions from six (6) months to one (1) year. The language also allows a one (1) year extension of teachers with a provisional license who is unable to obtain a professional license.*

**Attention:** *Agency Labor Relations and Personnel Officers.*

**Instructions:** *Any employee receiving an original appointment or promotion to a permanent position shall serve a one year probationary period.*

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### 19.02 - Probationary Termination or Reduction

Prior to the initiation of a probationary termination following original appointment, or a reduction during a promotional probationary period, an employee shall have the opportunity to meet with the Appointing Authority or designee. The purpose of this meeting shall be to discuss the reasons for the ~~anticipated~~ termination or reduction.

The final decision of the Appointing Authority shall not be subject to Article 5 of this Agreement.

When an employee is reduced during a promotional probationary period, his/her salary shall be the same received prior to promotion, except for any increase to which the employee would have otherwise been entitled in the lower classification.

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**Explanation:** *The 2003 change eliminates the requirement to allow the teacher to meet with the Appointing Authority or designee prior to an "anticipated" termination (i.e., allowing the teacher to return to the classroom before removal). The Appointing Authority or designee must only meet with the employee immediately prior to termination. The employee does not have to be permitted to return to the classroom/workplace.*

*Probationary employees cannot bid on job vacancies. The language is intended to ensure that probationary employees are effectively evaluated before they complete their probationary period.*

**Instructions:** *Utilize normal Agency protocol in dealing with an employee who has been notified of his/her removal.*

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### **19.03 Limitation**

Employees serving in a probationary period shall not be permitted to bid on job vacancies.

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**Explanation:** *The language is intended to ensure that probationary employees are effectively evaluated before they complete their probationary period.*

**Attention:** *Agency Labor Relations, Personnel Officers; Staff Representatives, Union Officials.*

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### **19.04 – Extension of Probationary Period**

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

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**Instructions:** *Any mutual agreement to extend a probationary period should be reduced to writing.*

**Attention:** *Agency Labor Relations, Personnel Officers; Staff Representatives, Union Officials.*

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#### **19.05 - Cross-Collective Bargaining Agreement Rights**

**Employees who are in a classification outside of those covered by this Collective Bargaining Agreement and who accept a position in a classification covered by this Collective Bargaining Agreement shall serve an initial probationary period. If the employee fails to perform the job requirements of the new position to the Employer's satisfaction, the Employer may remove the employee. The employee may not challenge such removals.**

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**Explanation:** *The 2003 change addresses the conflict-of-agreements question that arises when employees transfer in from positions covered by other Collective Bargaining Agreements ("CBA's"). This section makes clear that the OEA contract prevails and employees entering a position within OEA shall serve an initial probationary period. If the employee does not satisfactorily complete the probationary period, the Employer may remove the employee. As with new hires, a cross-collective bargaining agreement transfer probationary removal cannot be grieved.*

**Attention:** *Labor Relations, Human Resources and Personnel Officers; Department of Administrative Services, Human Resources Division.*

**Effective Date:** *July 1, 2003*

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## ARTICLE 20 – SENIORITY

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*The language in this Appendix continues unchanged from the previous Agreement except for minor housekeeping changes.*

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### **20.01 - Seniority Definitions**

A. State seniority is defined as the total length of continuous service which an employee has in a position or succession of positions within the employ of the State of Ohio, its political subdivisions, its public libraries or public library districts dating back to the employee's first date of hire, except as provided in the following paragraph.

For employees originally appointed on or after July 1, 1992, credit for state seniority shall be granted only for service in positions paid for by warrant of the Auditor of State.

Under the terms of this Agreement state seniority shall only be used for the purpose of determining annual vacation scheduling and reduction in the work force.

B. Agency seniority is defined as the total length of continuous service which an employee has in the employ of the agency dating back to the original date of hire with the agency.

### **20.02 - Continuous Service**

Continuous service, whether in reference to state seniority or agency seniority, shall commence on the date an individual becomes employed. For other than full-time employees, continuous service shall be calculated on the basis of completed hours of service as converted into days of service in active pay status (i.e., each eight (8) hours of service equals one (1) day of service). For full-time employees, continuous service shall reflect all uninterrupted service of the employee as calculated by days of service. Continuous service shall be interrupted only when a "break in service" occurs.

A "break in service" shall not occur if an employee is reinstated due to the disaffirmance of a discharge. An employee who has a "break in service," and who is subsequently rehired or reinstated, shall receive continuous service except for the period of time in which the "break in service" occurred.

A "break in service" occurs only in the following instances:

1. separation because of resignation, except where an employee is rehired within thirty (30) days of resignation;
2. discharge;
3. failure to return from an authorized leave of absence;
4. failure to respond to the notification of recall;
5. disability separation with no subsequent rehire.

### **20.03 - Seniority Lists**

Each employing agency shall furnish to the Association two (2) copies of a list of all employees by work facility, which shall indicate each employee's name, state seniority, agency seniority, and classification. The employing agency shall also make this quarterly seniority list available for review by employees. The Employer also agrees to explore means to make state and agency seniority information available on employees' paycheck stubs. Seniority shall be

stated in years and days of service. Only service as defined in Section 20.01 will qualify as service for the purpose of calculation.

Employees employed after July 1, 1994 shall submit all evidence of prior public service in positions paid by warrant of Auditor of State within ninety (90) days of employment. The Employee shall be provided with written information concerning the method for claiming prior service under Section 20.01. The Employee will acknowledge receipt of same by signing for it.

The Employer shall attempt to verify the information submitted by each employee and will post a corrected seniority list in a place accessible to Unit 10 employees within forty (40) days of receipt of the employee claim for a seniority adjustment. The ~~E~~employee shall have ten (10) working days to review the corrected list and to dispute their seniority and to furnish to the ~~E~~Employer additional information.

Employees who do not submit a request for adjustment of their seniority within ninety (90) days of employment and/or within the ten (10) working days period for disputing their seniority determination, shall forever be barred from requesting the Employer to adjust seniority.

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**Arbitration Award:**

**#900**

*Arbitrator Sandver; Grievant Borys Ostrowsky et. al.; Department of Mental Health, 8/18/93. The Arbitrator found that the requirement to provide the Union with a seniority list is immaterial since the grievant had no right to a remedy. He was not the most senior, and was therefore not entitled to the position by seniority. He did not meet the minimum qualifications for another position, and a resignation did not create a vacancy. This decision has strong language shoring up the definition of vacancy. A more senior employee took the grievant's position for two days and then resigned. This was considered a displacement and management has the right to determine when and if they needed to replace the employee who resigned. The grievance was denied.*

**Explanation:**

*In 1994 language was deleted that revised seniority occurring after the effective date of the 1992 contract. Inserted in its place is permanent language.*

**Attention:**

*Agency Labor Relations, Personnel Officers, and Supervisors.*

**Instructions:**

*New employees hired after the effective date of the contract (July 1, 1994) must submit prior service information within ninety days of employment. New hires should be notified of the requirement during the hiring process. Only consider prior service in positions which were paid by warrant of the Auditor of State.*

*The employer must attempt to verify prior service, correct the seniority list and post it within forty days of receipt of a claim. The employee has ten working days to review the corrected list and to dispute their seniority date*

*and to provide additional information.*

*Employees who do not exercise their rights for prior service during the ninety day period after employment are forever barred from requesting a seniority adjustment based on prior service.*

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**20.04 - Identical Hire Dates**

When two (2) or more employees have the same state or agency seniority, seniority shall be based upon the last four (4) digits of each employee's social security number. The employee with the lowest number shall be considered the most senior.

## ARTICLE 21 - WAGES

### 21.01 - Definitions of Rates of Pay

As used in this Agreement the following definitions shall apply:

- A. Classification salary base is the minimum hourly rate of the pay range for the classification to which the employee is assigned.
- B. Step rate is the specific value within the pay range to which the employee is assigned.
- C. Base rate is the employee's step rate plus longevity adjustment.
- D. Regular rate is the base rate (which includes longevity) plus all applicable supplements

### 21.02 - Teacher 1-4 (including all parenthetical subtitles), Teaching Coordinator, Educational Specialist 1, Educational Specialist 2, Vocational Appraisal Specialist, Corrections Job Placement Specialist and Guidance Counselor

Employees in the classification titles of Teacher 1-4 (all parenthetical subtitles), Teaching Coordinator, Educational Specialist 1, Educational Specialist 2, Vocational Appraisal Specialist, Corrections Job Placement Specialist and Guidance Counselor shall be compensated by computing salary on the following index, set forth in this Section.

**Effective the pay period including July 1, 2003, there shall be no non-probationary step movements. Step movement shall resume on the pay period including July 1, 2005. No retroactive movement shall occur for the two (2) years that have been skipped. Freezing of step movement shall not affect the performance evaluation schedule.**

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**Explanation:** *The 2003 change establishes there will be no step movement for the first two (2) years of the Agreement. Employees' step movement shall be frozen from July 1, 2003 through June 30, 2005.*

*The freezing of step movement does not impact probationary step movement. Employees who successfully complete their probationary period shall receive the probationary step increase. Their step movement will be frozen at that time.*

*The freezing of step increases does not alter the performance evaluation schedule. Employees will continue to receive a yearly evaluation. For example, if the employee's last step date was October 7, 2002, the employee shall receive a performance evaluation during the sixty (60) day period before October 7, 2003, and October 7, 2004, even though no step increases will be granted.*

*Because step increases are frozen for the two (2) year period between July 1, 2003 and June 30, 2005, employees receiving unsatisfactory evaluations will not be denied a step increase during this two (2) year period. The Employer shall not deny the step increase which will occur on or after July 1, 2005, based on an evaluation given before May 2, 2005.*

**Attention:** *Agency Directors, Managers and Supervisors; Agency Labor Relations,*

*Personnel, Human Resources and Payroll Officers.*

**Instructions:** *Performance evaluations must be completed on time. Agencies should develop a system for notifying Supervisors of evaluation deadlines. See Article 8 instructions.*

**Effective Date:** *July 1, 2003 – June 30, 2006; Step movement shall be frozen from July 1, 2003 through June 30, 2005.*

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Said employees shall be placed on the appropriate step and column of the salary schedule index in compliance with:

**A. Years (step)**

Effective with this Agreement each employee will be credited with the same number of years that the last payroll prior to the effective date of this Agreement lists as years of service. Employees hired on or after the effective date of this Agreement shall be given credit for years of experience in accordance with the provisions of Section 3317.13 (A)(1)(a),(b), and (c) of the Ohio Revised Code provided that a total of not more than ten (10) years of experience shall be credited. **Service time earned between July 1, 2003 and June 30, 2005, inclusive, shall be excluded from this calculation. In periods other than July 1, 2003 through June 30, 2005,** an employee will advance to the next step upon satisfactory completion of a year of service and the salary advancement will be reflected in the next payroll.

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**Explanation:** *The 2003 language establishes that longevity payments shall be frozen from July 1, 2003 through June 30, 2005. No retroactive service credit will be given to employees for this two (2) year period.*

**Attention:** *Agency Directors; Agency Divisions of Personnel; Agency Labor Relations, Personnel and Payroll Officers; Department of Administrative Services, Human Resources Division.*

**Instructions:** *The Department of Administrative Services (DAS) Payroll Section will administer the computer programming to accomplish the freezing of longevity payments.*

**Effective Date:** *July 1, 2003 – June 30, 2005*

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**B. Columns**

Effective July 1, 2000, progression through the columns will be governed by the following:

1. BA - attainment of a Bachelor's Degree or less.
2. BA + 20 - degreed teachers with attainment of at least a bachelor's degree and twenty (20) additional quarter hours but less than a Masters Degree, or non-degreed vocational teachers who

have completed an approved pre- and in-service education program and at least three (3) years of vocational teaching experience, or who have obtained a five (5) year Professional License or four (4) year provisional certificate in the area they are teaching.

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**Explanation:** *The 2000 change allows placement of teachers who have obtained a five (5) year Professional License or a four (4) year provisional certificate on the bachelor's plus 20 pay schedule.*

**Attention:** *Agency Labor Relations and Personnel Officers; School Principals.*

**Instructions:** *Place the Vocational Teachers on the appropriate step on the schedule when they provide the agency evidence of attainment.*

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3. MA - attainment of at least a Master's Degree but less than a Master's Degree and thirty (30) additional post-graduate quarter hours. Non-degreed Vocational Teachers shall be moved to the Master's Schedule after they have obtained the Eight (8) year Professional Vocational Certificate in the area they are teaching. Those individuals who currently hold a four (4) year teaching certificate or who have obtained a five (5) year Professional License, in the area they are teaching, three (3) years teaching experience, and forty-five (45) quarter hours after attainment of the license/certificate shall also be moved to the Master's Schedule. All such hours or equivalent shall be approved by the LPDC, one-half of which must be course work shown on a transcript, taken at a college or university.
- 

**Explanation:** *The 2000 change requires placement of vocational Teachers who obtain the eight (8) year Professional Vocational Certificate on the masters pay schedule. Also, it also requires placement on the masters pay schedule for those individuals who have obtained either the five (5) year Professional License or a four (4) year teaching certificate, have three (3) years teaching experience, and forty-five (45) quarter hours after attainment of the license or certificate. All such hours are subject to LPDC approval, one-half of which must be shown on a college or university transcript.*

**Attention:** *Agency Labor Relations and Personnel Officers; School Principals.*

**Instructions:** *Place the Vocational Teachers on the appropriate step on the schedule when they provide the agency evidence of attainment.*

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4. MA + 30 - attainment of at least a Master's Degree and thirty (30) additional post-graduate quarter hours. Non-degreed trade and vocational teachers who have met the requirements

and have been placed on the Master's Schedule, shall be moved to the MA+30 column upon attainment of an additional subsequent thirty (30) quarter hours. All such hours or equivalent shall be approved by the LPDC, one half of which must be course work shown on a transcript, taken at a college or university.

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**Explanation:** *The 2000 change requires the placement of non-degreed trade and vocational teachers who have met the masters pay schedule requirements on the masters plus 30 pay schedule after attaining an additional thirty (30) quarter hours. All such hours are subject to LPDC approval, one-half of which must be shown on a college or university transcript.*

**Attention:** *Agency Labor Relations and Personnel Officers; School Principals.*

**Instructions:** *Place the Vocational Teachers on the appropriate step on the schedule when they provide the agency evidence of attainment.*

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5. Each employee will advance to the next training column upon satisfactory completion of the proper educational requirements and the salary advancement will be reflected in the second payroll after proper notification to the employing agency.

**C. Transfers into Bargaining Unit**

An employee of the State who transfers into a classification covered by this Agreement will be placed in a step of the salary schedule that is consistent with his/her educational attainment and closest to, but not less than, his/her current rate. This is not considered a promotion.

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**Explanation:** *The 2000 language clarifies that transfers into the bargaining unit are not considered a promotion. A 1997 change added needed language to determine salary placement when an agency employee transfers to a position covered by the SCOPE Agreement.*

**Attention:** *Agency Labor Relations and Personnel Officers; School Principals.*

**Instructions:** *Place the employee on the step closest to but not less than the current rate, based on the employee's educational attainment.*

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**D. Placement on the Teacher's Salary Schedule**

For teachers hired after July 1, 1997, an agency may give credit for prior teaching experience in another State.

To give such credit, the Agency shall determine that the applicant's prior teaching experience is relevant to the Mission of the Agency or is necessary for the recruitment of the applicant.

Such teaching experience shall be credited solely for the purpose of placement on the Teacher's Salary Schedule in Section 21.02 of this Agreement and may only be given to the applicant upon mutual agreement with the Association.

The amount of such teaching experience shall not exceed the limit set forth in Section 21.02 (A) of the Agreement.

**E. Salary Base**

- ~~1. Effective with the pay periods including July 1, 2000, July 1, 2001 and July 1, 2002, the salary base shall be increased by three percent (3%), three and one-half percent (3 1/2%) and four percent (4%) respectively.~~

~~Salary Schedule Index:~~

<del>Step</del>	<del>BA</del>	<del>BA+20</del>	<del>MA</del>	<del>MA+30</del>
<del>0</del>	<del>1.0760</del>	<del>1.1240</del>	<del>1.1910</del>	<del>1.2580</del>
<del>1</del>	<del>1.1140</del>	<del>1.1670</del>	<del>1.2390</del>	<del>1.3109</del>
<del>2</del>	<del>1.1520</del>	<del>1.2100</del>	<del>1.2870</del>	<del>1.3639</del>
<del>3</del>	<del>1.1900</del>	<del>1.2530</del>	<del>1.3350</del>	<del>1.4169</del>
<del>4</del>	<del>1.2280</del>	<del>1.2960</del>	<del>1.3830</del>	<del>1.4699</del>
<del>5</del>	<del>1.2660</del>	<del>1.3390</del>	<del>1.4310</del>	<del>1.5228</del>
<del>6</del>	<del>1.3040</del>	<del>1.3820</del>	<del>1.4790</del>	<del>1.5758</del>
<del>7</del>	<del>1.3420</del>	<del>1.4250</del>	<del>1.5270</del>	<del>1.6288</del>
<del>8</del>	<del>1.3800</del>	<del>1.4680</del>	<del>1.5750</del>	<del>1.6818</del>
<del>9</del>	<del>1.4180</del>	<del>1.5110</del>	<del>1.6230</del>	<del>1.7347</del>
<del>10</del>	<del>1.472</del>	<del>1.568</del>	<del>1.685</del>	<del>1.801</del>

~~Employee's Annual Salary = Index Number X Salary Base.~~

Employees of the Department of Rehabilitation and Corrections presently receiving a three percent (3%) Hazardous Duty Pay Supplement under the provisions of Section 21.06 of the Agreement shall continue to receive such supplement until ~~year~~ step 10 is reached. Upon assignment to ~~year~~ step 10, the three percent (3%) Hazardous Duty pay Supplement shall cease. Employees hired after July 1, 1997, shall not be eligible for the three percent (3%) Hazardous Duty Pay Supplement.

**Explanation:** *With the 2000 change in salary schedule steps, the employee will no longer be entitled to the three percent (3%) hazard duty pay at step ten (10) at DR&C.*

**Attention:** *Agency Labor Relations and Payroll Officers; School Principals.*

**Instructions:** *Do not pay hazard duty pay to employees hired after July 1, 1997.*

~~a) All employees at old steps "0, 1, and 2" move to new step 0.~~

a) ~~Effective January 1, 2001, a~~ All new hires with zero (0) to two (2) years of teaching experience pursuant to Section 21.02 start at step zero (0). All other new hires will be placed in the schedule based on their years of teaching experience. Applicants with more than two (2) years of

teaching experience will be placed at the step which is equivalent to their teaching experience as follows:

Years of Service	Step
0,1,2	0
3	1
4	2
5	3
6	4
7	5
8	6
9	7
10	8
11	9
12	10
13-24	11 <del>Effective July 1, 2001</del>
25 or more	12 <del>Effective July 1, 2001</del>

e) ~~b)~~ All ~~existing employees continue to move through schedule as in past,~~ **schedule movement** ~~is~~ subject to provisions in Article 8.05.

~~c)~~ **c)** Effective January 1, 2001, departments facing recruiting problems may, at their discretion, initial hire up to new step 2. Any teacher at that respective institution where there is an advance step hire who is below the step of the new hire shall be moved to that step.

e) ~~d)~~ **d)** Step 12 becomes effective upon attainment of 25 years of teaching service, subject to Section 21.02.

~~e)~~ **e)** For purposes of implementing this Article, experience may be credited as years of service subject to Section 21.02

~~Effective July 1, 2001, the following~~ Salary Schedule Index ~~shall apply:~~

Step	BA	BA+20	MA	MA+30
0	1.0760	1.1240	1.1910	1.2580
1	1.1140	1.1670	1.2390	1.311
2	1.1520	1.2100	1.2870	1.364
3	1.1900	1.2530	1.3350	1.417
4	1.2280	1.2960	1.3830	1.470
5	1.2660	1.3390	1.4310	1.523
6	1.3040	1.3820	1.4790	1.576
7	1.3420	1.4250	1.5270	1.629
8	1.3800	1.4680	1.5750	1.682
9	1.4180	1.5110	1.6230	1.735
10	1.456	1.554	1.671	1.788
11	1.494	1.597	1.719	1.841
12	1.532	1.640	1.767	1.894

Employee's Annual Salary = Index Number X Salary Base.

**Explanation:** The employee's annual salary is equal to the index number times the salary base.

**Attention:** Agency Labor Relations and Payroll Officers; School Principals.

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~~Effective July 1, 2000, the following hourly wages shall apply:~~

~~Hourly Wages~~

<del>Step</del>	<del>BA</del>	<del>BA+20</del>	<del>MA</del>	<del>MA+30</del>
00	<del>14.88</del>	<del>15.54</del>	<del>16.47</del>	<del>17.40</del>
01	<del>15.41</del>	<del>16.14</del>	<del>17.14</del>	<del>18.13</del>
02	<del>15.93</del>	<del>16.73</del>	<del>17.80</del>	<del>18.86</del>
03	<del>16.46</del>	<del>17.33</del>	<del>18.46</del>	<del>19.60</del>
04	<del>16.98</del>	<del>17.92</del>	<del>19.13</del>	<del>20.33</del>
05	<del>17.51</del>	<del>18.52</del>	<del>19.79</del>	<del>21.06</del>
06	<del>18.03</del>	<del>19.11</del>	<del>20.45</del>	<del>21.80</del>
07	<del>18.56</del>	<del>19.71</del>	<del>21.12</del>	<del>22.53</del>
08	<del>19.09</del>	<del>20.30</del>	<del>21.78</del>	<del>23.26</del>
09	<del>19.61</del>	<del>20.90</del>	<del>22.45</del>	<del>24.00</del>
10	<del>20.36</del>	<del>21.69</del>	<del>23.30</del>	<del>24.91</del>
11	<del>20.66</del>	<del>22.09</del>	<del>23.77</del>	<del>25.46</del>
12	<del>21.19</del>	<del>22.68</del>	<del>24.44</del>	<del>26.19</del>

~~Effective July 1, 2001, the following hourly wages shall apply:~~

~~Hourly Wages~~

<del>Step</del>	<del>BA</del>	<del>BA+20</del>	<del>MA</del>	<del>MA+30</del>
00	<del>15.40</del>	<del>16.08</del>	<del>17.04</del>	<del>18.00</del>
01	<del>15.94</del>	<del>16.70</del>	<del>17.73</del>	<del>18.76</del>
02	<del>16.49</del>	<del>17.32</del>	<del>18.42</del>	<del>19.52</del>
03	<del>17.03</del>	<del>17.93</del>	<del>19.10</del>	<del>20.28</del>
04	<del>17.57</del>	<del>18.55</del>	<del>19.79</del>	<del>21.04</del>
05	<del>18.12</del>	<del>19.16</del>	<del>20.48</del>	<del>21.79</del>
06	<del>18.66</del>	<del>19.78</del>	<del>21.16</del>	<del>22.55</del>
07	<del>19.20</del>	<del>20.39</del>	<del>21.85</del>	<del>23.31</del>
08	<del>19.75</del>	<del>21.01</del>	<del>22.54</del>	<del>24.07</del>
09	<del>20.29</del>	<del>21.62</del>	<del>23.23</del>	<del>24.83</del>
10	<del>20.84</del>	<del>22.24</del>	<del>23.91</del>	<del>25.59</del>
11	<del>21.38</del>	<del>22.85</del>	<del>24.60</del>	<del>26.34</del>
12	<del>21.92</del>	<del>23.47</del>	<del>25.29</del>	<del>27.10</del>

Effective July 1, 2002, the following hourly wages shall apply:

Step	Hourly Wages			
	BA	BA+20	MA	MA+30
00	16.01	16.73	17.72	18.72
01	16.58	17.36	18.44	19.51
02	17.14	18.00	19.15	20.30
03	17.71	18.64	19.86	21.08
04	18.27	19.28	20.58	21.87
05	18.84	19.92	21.29	22.66
06	19.40	20.56	22.01	23.45
07	19.97	21.20	22.72	24.24
08	20.53	21.84	23.44	25.03
09	21.10	22.48	24.15	25.82
10	21.67	23.12	24.86	26.61
11	22.23	23.76	25.58	27.39
12	22.80	24.40	26.29	28.18

**Effective with the pay period including July 1, 2005, the salary base shall be increased by four percent (4%) and the following hourly wages shall apply:**

Step	Hourly Wages			
	BA	BA+20	MA	MA+30
00	16.66	17.40	18.44	19.47
01	17.24	18.07	19.18	20.29
02	17.83	18.73	19.92	21.11
03	18.42	19.40	20.67	21.94
04	19.01	20.06	21.41	22.76
05	19.60	20.73	22.15	23.58
06	20.19	21.39	22.89	24.40
07	20.77	22.06	23.64	25.22
08	21.36	22.72	24.38	26.04
09	21.95	23.39	25.12	26.86
10	22.54	24.06	25.87	27.68
11	23.13	24.72	26.61	28.50
12	23.72	25.39	27.35	29.32

**21.03 - Librarian 1, Librarian 2**

**The pay ranges for the following classifications are:**

<u>Classification</u>	<u>Pay Range</u>
<u>64311 Librarian 1 (Non-Degreed)</u>	<u>9</u>
<u>64312 Librarian 1 (Degreed)</u>	<u>10</u>

64313 Librarian 2 (Non-Degreed)

10

64314 Librarian 2 (Degreed)

11

Librarians who obtain a valid teaching certificate with Librarian/Educational Media K-12 Certification shall, upon showing evidence of the same to the Employer, be placed upon the teachers' matrix. Any librarian holding a valid teaching certificate shall be subject to teaching assignment as required by the State.

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**Explanation:** *The 2003 change added a listing of pay ranges for Librarians.*

*A 1994 change allowed Librarians who hold a valid teaching certificate to be included in the same salary schedule as Teachers on the basis that the educational requirements are similar to those for teachers. However, they may now be given teaching assignments. The change was made to accommodate a declining need for both Teachers and Librarians.*

**Attention:** *Agency Personnel and Labor Relations Officers.*

**Instructions:** *Supervisors must be made aware of their ability to assign Librarians who hold valid teaching certificates teaching assignments as required by operational need.*

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**Effective the pay period including July 1, 2003, there shall be no non-probationary step movements. Step movement shall resume on the pay period including July 1, 2005. No retroactive movement shall occur for the two (2) years that have been skipped. Freezing of step movement shall not affect the performance evaluation schedule.**

---

**Explanation:** *The 2003 change establishes there will be no step movement for the first two (2) years of the Agreement. Employees' step movement shall be frozen from July 1, 2003 through June 30, 2005.*

*The freezing of step movement does not impact probationary step movement. Employees who successfully complete their probationary period shall receive the probationary step increase. Their step movement will be frozen at that time.*

*The freezing of step increases does not alter the performance evaluation schedule. Employees will continue to receive a yearly evaluation. For example, if the employee's last step date was October 7, 2002, the employee shall receive a performance evaluation during the sixty (60) day period before October 7, 2003, and October 7, 2004, even though no step increases will be*

*granted.*

*Because step increases are frozen for the two (2) year period between July 1, 2003 and June 30, 2005, employees receiving unsatisfactory evaluations will not be denied a step increase during this two (2) year period. The Employer shall not deny the step increase which will occur on or after July 1, 2005, based on an evaluation given before May 2, 2005.*

**Attention:** *Agency Directors, Managers and Supervisors; Agency Labor Relations, Personnel, Human Resources and Payroll Officers.*

**Instructions:** *Performance evaluations must be completed on time. Agencies should develop a system for notifying Supervisors of evaluation deadlines. See Article 8 instructions.*

**Effective Date:** *July 1, 2003 – June 30, 2006; Step movement shall be frozen from July 1, 2003 through June 30, 2005.*

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#### **21.04 - Library Consultant and Peripatologist**

Employees in the classification titles of Library Consultant and Peripatologist shall be assigned to pay range 12 .

**Effective the pay period including July 1, 2003, there shall be no non-probationary step movements. Step movement shall resume on the pay period including July 1, 2005. No retroactive movement shall occur for the two (2) years that have been skipped. Freezing of step movement shall not affect the performance evaluation schedule.**

---

**Explanation:** *The 2003 change establishes there will be no step movement for the first two (2) years of the Agreement. Employees' step movement shall be frozen from July 1, 2003 through June 30, 2005.*

*The freezing of step movement does not impact probationary step movement. Employees who successfully complete their probationary period shall receive the probationary step increase. Their step movement will be frozen at that time.*

*The freezing of step increases does not alter the performance evaluation schedule. Employees will continue to receive a yearly evaluation. For example, if the employee's last step date was October 7, 2002, the employee shall receive a performance evaluation during the sixty (60) day period before October 7, 2003, and October 7, 2004, even though no step increases will be granted.*

*Because step increases are frozen for the two (2) year period between July 1, 2003 and June 30, 2005, employees receiving unsatisfactory evaluations will not be denied a step increase during this two (2) year period. The Employer shall not deny the step increase which will occur on or after July 1, 2005, based on an evaluation given before May 2, 2005.*

**Attention:** *Agency Directors, Managers and Supervisors; Agency Labor Relations, Personnel, Human Resources and Payroll Officers.*

**Instructions:** *Performance evaluations must be completed on time. Agencies should develop a system for notifying Supervisors of evaluation deadlines. See Article 8 instructions.*

**Effective Date:** *July 1, 2003 – June 30, 2006; Step movement shall be frozen from July 1, 2003 through June 30, 2005.*

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#### **21.05 - Teachers at the Ohio Schools for the Deaf and Blind**

**Notwithstanding Ohio Revised Code Section 124.15(L), the employees in the classification of Teacher, Deaf School or Blind School shall be compensated in accordance with the pay scale in effect for school year 2002-2003.**

**Effective the pay period including July 1, 2003, there shall be no non-probationary step movements. Step movement shall resume on the pay period including July 1, 2005. No retroactive movement shall occur for the two (2) years that have been skipped. Freezing of step movement shall not affect the performance evaluation schedule.**

**Effective July 1, 2005 employees in the classification title of Teacher, Deaf School or Blind School shall be compensated in accordance with the Ohio Revised Code Section 124.15(L) as said statutory provisions are in effect on the effective date of this Agreement. This method shall be utilized to calculate compensation for the 2005-2006 school year and subsequent years. However, the maximum increase in any individual's pay, excluding step movement, that may occur for the 2005-2006 school year is four percent (4%). Additionally, no retroactive payment in salary and step movement shall occur for July 1, 2003 through July 1, 2005.**

---

**Explanation:** *The 2003 change establishes there will be no step movement for the first two (2) years of the Agreement. Employees' step movement shall be frozen from July 1, 2003 through June 30, 2005.*

*The freezing of step movement does not impact probationary step movement. Employees who successfully complete their probationary period shall receive the probationary step increase. Their step movement will be frozen at that time.*

*The freezing of step increases does not alter the performance evaluation*

*schedule. Employees will continue to receive a yearly evaluation. For example, if the employee's last step date was October 7, 2002, the employee shall receive a performance evaluation during the sixty (60) day period before October 7, 2003, and October 7, 2004, even though no step increases will be granted.*

*Because step increases are frozen for the two (2) year period between July 1, 2003 and June 30, 2005, employees receiving unsatisfactory evaluations will not be denied a step increase during this two (2) year period. The Employer shall not deny the step increase which will occur on or after July 1, 2005, based on an evaluation given before May 2, 2005.*

*These employees will revert back to ORC 124.15(L) on July 1, 2005, but there cannot be more than a 4% increase in any one school year (excluding step movement) and there cannot be any retroactive payments for the pay periods including July 1, 2003 to June 30, 2005.*

**Attention:** *Agency Directors, Managers and Supervisors; Agency Labor Relations, Personnel, Human Resources and Payroll Officers.*

**Instructions:** *Performance evaluations must be completed on time. Agencies should develop a system for notifying Supervisors of evaluation deadlines. See Article 8 instructions.*

**Effective Date:** *July 1, 2003 – June 30, 2006; Step movement shall be frozen from July 1, 2003 through June 30, 2005.*

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## **21.06 - Supplements**

### **Longevity**

Employees who are paid under Section 21.02 and 21.05 shall no longer be entitled to receive pay supplements set forth in Section 124.181 of the Ohio Revised Code. Employees in the classification titles listed in Sections 21.03 and 21.04 shall only be entitled to receive a longevity supplement pursuant to Section 124.181 (E) of the Ohio Revised Code.

### **Hazardous Duty**

Employees in the Department of Rehabilitation and Corrections hired prior July 1, 1997 shall receive an additional Hazardous Duty Pay Supplement of three percent (3%). However, upon assignment to step 10 of the salary schedule, employees of the department cease to receive the Hazardous Duty Pay Supplement. Employees hired into the Department after July 1, 1997 shall not be eligible for the three percent (3%) Hazardous Duty Pay Supplement.

---

**Explanation:** *The 2000 language changed the step at which the payment of the supplement is ceased due to salary schedule changes. 1997 language inserted contract*

*language requiring payment of the three percent (3%) supplement until attainment of step twelve (12) on the salary schedule. Employees hired after July 1, 1997 are not eligible.*

**Attention:** Agency Labor Relations and Payroll Officers; School Principals.

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**Retention and Recruitment Supplement**

The Employer may establish a supplement at any amount up to twenty percent (20%) of the employee's regular rate. This supplement may be increased to thirty percent (30%) with prior approval from the Office of Collective Bargaining. Such supplement shall be used solely as an incentive to fill positions for which there is difficulty in recruiting or retaining employees. The incentive may be established to compensate for geography, institution/facility location, certification, specialty or any other reason determined by the Employer to warrant consideration under this provision. The following provisions apply to the administration of the Retention/Recruitment Supplement:

1. The agency shall have the sole authority to designate any positions to which a supplement will apply.
2. The agency shall have the sole authority to designate the percentage amount of any supplement for any particular position or group of positions.
3. Once granted, the supplement shall become a permanent component of the employee's compensation, so long as the employee remains in the position (s) for which it was originally granted. The supplement shall be removed from the employee's compensation upon leaving the particular position for which it was established.
4. When the Employer determines to establish a supplement for a particular position, employees of positions which carry the identical certification, specialty, geographic, institution/facility location or other factor for which there have been recruitment or retention problems will be granted the same percentage supplement.

**21.07 - Pay Schedule Movement**

Any employee who has completed a probationary period shall upon satisfactory completion of one (1) year of service in his/her classification title be advanced to the succeeding step of the pay range. An employee who is promoted to a classification title shall be placed into a step which will guarantee an increase of approximately four percent (4%).

**21.08 - Payment of Salary**

Employees shall be paid the annual salary in twenty-six (26) payments. Payments to the employee shall be on alternating Fridays.

**21.09 - Compensation for the Librarian Classification and Peripathologists**

All employees in the librarian classification and Peripathologist shall be paid in accordance with the following salary schedules.

~~Effective with the pay period which includes July 1, 2000, all pay ranges will be increased by three percent (3%).~~

<del>RANGE</del>	<del>STEP 1</del>	<del>STEP 2</del>	<del>STEP 3</del>	<del>STEP 4</del>	<del>STEP 5</del>	<del>STEP 6</del>	<del>STEP 7</del>
8	\$13.36	\$13.80	\$14.24	\$14.81	\$15.37	\$16.01	
9	\$14.24	\$14.81	\$15.37	\$16.01	\$16.77	\$17.53	

10	\$15.37	\$16.01	\$16.77	\$17.53	\$18.30	\$19.23	
11	\$16.77	\$17.53	\$18.30	\$19.23	\$20.16	\$21.14	
12	\$18.30	\$19.23	\$20.16	\$21.14	\$22.18	\$23.25	\$24.40

Effective with the pay period which includes July 1, 2001, all pay ranges will be increased by three and a half percent (3 1/2%).

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
8	\$13.83	\$14.28	\$14.74	\$15.33	\$15.91	\$16.57	
9	\$14.74	\$15.33	\$15.91	\$16.57	\$17.36	\$18.14	
10	\$15.91	\$16.57	\$17.36	\$18.14	\$18.94	\$19.90	
11	\$17.36	\$18.14	\$18.94	\$19.90	\$20.87	\$21.88	
12	\$18.94	\$19.90	\$20.87	\$21.88	\$22.96	\$24.06	\$25.25

Effective with the pay period which includes July 1, 2002, all pay ranges will be as follows: increased percent (4%).

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
8	\$14.38	\$14.85	\$15.33	\$15.94	\$16.55	\$17.23	=
9	\$15.33	\$15.94	\$16.55	\$17.23	\$18.05	\$18.87	=
10	\$16.55	\$17.23	\$18.05	\$18.87	\$19.70	\$20.70	
11	\$18.05	\$18.87	\$19.70	\$20.70	\$21.70	\$22.76	=
12	\$19.70	\$20.70	\$21.70	\$22.76	\$23.88	\$25.02	\$26.26

Effective with the pay period including July 1, 2005, the salary base shall be increased by four percent (4%) and the following hourly wages shall apply:

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
8	\$14.96	\$15.44	\$15.94	\$16.58	\$17.21	\$17.92	=
9	\$15.94	\$16.58	\$17.21	\$17.92	\$18.77	\$19.62	=
10	\$17.21	\$17.92	\$18.77	\$19.62	\$20.49	\$21.53	
11	\$18.77	\$19.62	\$20.49	\$21.53	\$22.57	\$23.67	=
12	\$20.49	\$21.53	\$22.57	\$23.67	\$24.84	\$26.02	\$27.31

## ARTICLE 22 - EXTRACURRICULAR ACTIVITY PROGRAMS

### 22.01 - Compensation for Employee Other than Teachers at the Ohio School for the Deaf and Ohio State School for the Blind

Employees other than teachers at the Ohio School for the Deaf and Ohio State School for the Blind, who volunteer and are responsible for specific extracurricular activity programs shall receive compensation for those hours worked in excess of normal schedule. When there are multiple applicants equally qualified, seniority will be given consideration. Such compensation shall be made according to the following schedule until the maximum compensation is reached regardless of the actual number of hours worked:

~~Effective July 1, 1997 thru June 30, 2000.~~ **Effective July 1, 2000, thru June 30, 2003.**

Employee Years of Service	Hourly Payment Per Activity	Maximum Payment Any Activity
0 - 1	\$10.35	\$1,076.26
1 - 2	\$10.80	\$1,123.06
2 - 3	\$11.28	\$1,173.34
3 - 4	\$11.77	\$1,223.67
4 - 5	\$12.28	\$1,277.52
5 - 6	\$12.54	\$1,304.39
6 - 7	\$12.60	\$1,309.80
7 - 8	\$12.65	\$1,315.14
8 - 9	\$12.70	\$1,320.54
9 - 10	\$12.74	\$1,325.94
10 - 11	\$12.80	\$1,331.27
11 - 12	\$12.86	\$1,336.07
12 - 13	\$12.91	\$1,342.08
13 - 14	\$12.96	\$1,347.41
14 - 15	\$13.00	\$1,352.82
15 - 16	\$13.05	\$1,358.22
16 - 17	\$13.12	\$1,363.56
17 - 18	\$13.17	\$1,368.96
18 - 19	\$13.22	\$1,374.36
19 - 20	\$13.26	\$1,379.76

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**Explanation:** *Added language in 1994 clarifies that this Section applies to teachers other than those at the Schools for the Deaf and Blind.*

**Attention:** *Agency Labor Relations and Personnel Officers; DAS Personnel.*

**Instructions:** *All appropriate Payroll personnel must be made aware of the provisions of extracurricular activity pay.*

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## 22.02 - Compensation for the Teachers of the Schools for the Deaf or Blind

All extracurricular activity programs for each ensuing year will be posted for ten (10) days, each March 1. If no teachers apply for a posted extracurricular position, then the administration will consider other applicants or will seek volunteers before assigning the responsibility to a teacher. When there are multiple applicants equally qualified, seniority will be given consideration.

The administration of the Schools for the Deaf and the Blind reserve the exclusive right to select persons to carry out the Extra Duty functions. If a teacher is selected to fulfill such extra duties at the request of the administration, the teacher will be compensated at his/her regular hourly rate times the number of hours listed, calculated based on twenty-six biweekly pay periods.

### OHIO STATE SCHOOL FOR THE BLIND

<b>Extracurricular Positions</b>	<b>Compensation</b>
Cheerleading, Varsity	<del>\$1,953.26</del> <b><u>\$2011.86</u></b>
Cheerleading, Pee Wee	<del>\$ 672.00</del> <b><u>\$692.16</u></b>
Forensics, Varsity	<del>\$2,343.92</del> <b><u>\$2,414.24</u></b>
Forensics, Assistant	<del>\$1,523.55</del> <b><u>\$1,569.26</u></b>
Key Club Sponsor	<del>\$ 672.00</del> <b><u>\$692.16</u></b>
Swimming, Varsity	<del>\$2,343.92</del> <b><u>\$2,414.24</u></b>
Swimming, Assistant	<del>\$1,523.55</del> <b><u>\$1,569.26</u></b>
Swimming, Pee Wee	<del>\$ 672.00</del> <b><u>\$692.16</u></b>
Swimming, Pee Wee Assistant	<del>\$ 436.80</del> <b><u>\$449.90</u></b>
Track, Varsity	<del>\$1,692.82</del> <b><u>\$1,743.60</u></b>
Wrestling, Varsity	<del>\$1,953.26</del> <b><u>\$2,011.86</u></b>
Wrestling, Pee Wee	<del>\$ 672.00</del> <b><u>\$692.16</u></b>
Yearbook Sponsor	<del>\$1,171.96</del> <b><u>\$1,207.12</u></b>

### OHIO SCHOOL FOR THE DEAF

<b><u>Academic Bowl Advisor</u></b>	<b><u>\$1,000.00</u></b>
Baseball, Varsity	<del>\$1,692.82</del> <b><u>\$1,743.60</u></b>
Baseball, Assistant	<del>\$1,464.95</del> <b><u>\$1,508.90</u></b>
Basketball, Varsity	<del>\$2,604.35</del> <b><u>\$2,682.48</u></b>
Basketball, Assistant	<del>\$1,953.26</del> <b><u>\$2,011.86</u></b>
Basketball, Reserve	<del>\$1,692.82</del> <b><u>\$1,743.60</u></b>
Basketball, Junior High	<del>\$1,692.82</del> <b><u>\$1,743.60</u></b>
Cheerleading, Varsity	<del>\$1,953.26</del> <b><u>\$2,011.86</u></b>
Cheerleading, Assistant	<del>\$1,464.95</del> <b><u>\$1,508.90</u></b>
Cheerleading, Reserve	<del>\$1,464.95</del> <b><u>\$1,508.90</u></b>
Cheerleading, Junior High	<del>\$1,302.17</del> <b><u>\$1,341.24</u></b>
Cross Country, Varsity	<del>\$1,692.82</del> <b><u>\$1,743.60</u></b>
Faculty, Manager	<del>\$ 840.00</del> <b><u>\$865.20</u></b>
Soccer, Varsity	<del>\$1,953.26</del> <b><u>\$2,011.86</u></b>
Soccer, Assistant	<del>\$1,464.95</del> <b><u>\$1,508.90</u></b>
<b><u>Softball, Varsity</u></b>	<b><u>\$1,743.60</u></b>
<b><u>Softball, Assistant</u></b>	<b><u>\$1,508.90</u></b>
Track, Varsity	<del>\$1,692.82</del> <b><u>\$1,743.60</u></b>

<b><u>Track Assistant</u></b>	<b><u>\$1,508.90</u></b>
Volleyball, Varsity	<del>\$1,692.82</del> <b><u>\$1,743.60</u></b>
Volleyball, Assistant	<del>\$1,269.62</del> <b><u>\$1,307.71</u></b>
Wrestling, Varsity	<del>\$1,953.26</del> <b><u>\$2,011.86</u></b>
<b><u>Wrestling Assistant</u></b>	<b><u>\$1,508.90</u></b>
Key Club Sponsor	<del>\$651.08</del> <b><u>\$670.61</u></b>
Yearbook Sponsor	<del>\$1,171.96</del> <b><u>\$1,207.12</u></b>

**Extra Duties of the Ohio State School for the Blind**

Athletic Directors	<del>40 Hours</del> <b><u>100 Hours</u></b>
Coordinators	<del>40 Hours</del> <b><u>80 Hours</u></b>
- Elementary	80 Hours
- High School	80 Hours
- Multihandicapped	80 Hours
- Vocational	80 Hours
Education Clinic	80 Hours
Local Professional Development Committee Member	40 Hours
Psychologist	160 Hours

**Extra Duties of the Ohio School for the Deaf**

Athletic Director	120 Hours
<del>Dept. Chairperson</del>	<del>40 Hours</del>
<del>—English</del>	<del>40 Hours</del>
<del>—Social Studies</del>	<del>40 Hours</del>
<del>—Math</del>	<del>40 Hours</del>
<del>—Science</del>	<del>40 Hours</del>
<del>—Vocational</del>	<del>40 Hours</del>
<del>—Reading</del>	<del>40 Hours</del>
Educational Clinic	80 Hours
Educational Clinic Coordinator(s)	120 Hours
<b><u>Elementary Chair</u></b>	<b><u>40 Hours</u></b>
<b><u>High School Chair</u></b>	<b><u>40 Hours</u></b>
<b><u>JR NAD</u></b>	<b><u>40 Hours</u></b>
Local Professional Development Committee Member	40 Hours
<b><u>Math Chair</u></b>	<b><u>40 Hours</u></b>
<b><u>Middle School Chair</u></b>	<b><u>40 Hours</u></b>
Outreach Coordinator	80 Hours
Parent/Infant Coordinator	120 Hours
<b><u>Peer Teacher Mentor</u></b>	<b><u>80 Hours</u></b>
Psychologist	160 Hours
<b><u>Reading Chair</u></b>	<b><u>40 Hours</u></b>
<b><u>Teacher Mentor Coordinator</u></b>	<b><u>100 Hours</u></b>
<b><u>Vocational Chair</u></b>	<b><u>40 Hours</u></b>

**Explanation:** *The deleted language removes obsolete pay schedules. New language denotes current titles and pay.*

**Attention:** *Agency Labor Relations and Payroll Officers, and Supervisors.*

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**22.03 - Supplemental Contracts**

Employees who volunteer and are responsible for specific extracurricular activity programs or for additional classes or programs outside of work schedule shall execute a supplemental contract with the appropriate representative of the employing agency.

**22.04 - Selection of Employees Responsible for Extracurricular Activity Programs**

The employing agency reserves the right to select employees responsible for extracurricular activity programs, additional classes, or programs.

**22.05 - Additional Extracurricular Program Activities at the Schools for the Deaf or Blind**

If, during the term of this Agreement, additional extracurricular program activities are implemented at the Schools for the Deaf or Blind, representatives of the employing agency will meet with the Association to discuss compensation levels which should be assigned to the new activities.

## ARTICLE 23 - HOURS OF WORK

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*The language in this Article continues unchanged from the previous Agreement.*

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### **23.01 - Work Day/Work Week/Work Year**

The standard work day for full-time employees of the bargaining unit shall consist of eight (8) hours and the work week shall consist of forty (40) hours. The normal work week shall consist of five (5) consecutive days of work and two (2) consecutive days off. When an employee, at the request of the employing agency, works other than five (5) consecutive work days, said employee may be scheduled to work less than an eight (8) hour day. An employee shall be given seven (7) days written notice of any change in his/her regularly scheduled work day, work hours or work week.

The work year for full-time employees shall be two-thousand eighty (2080) hours per calendar year except for employees at the Schools for the Deaf or Blind, where the work year shall continue to be the academic year.

No article or provision of this Agreement shall prevent the Employer from limiting the number of persons to be scheduled off work at any one time.

### **23.02 - Meal Period**

The employing agency shall reasonably schedule meal periods to meet operational needs. Each full-time employee, with the exception of employees at the Schools for the Deaf or Blind shall have at least a thirty (30) minute unpaid meal period during which the employee is not required to work. Where the employee and the Employer mutually agree, the employee may work a straight eight (8) hour shift. Employees at the Schools for the Deaf or Blind shall have a thirty (30) minute paid meal period during which the employee will not be required to work. An employee who observes a meal period in excess of thirty (30) minutes shall maintain an eight (8) hour work day. In the event that an employee, with the exception of an employee at the Schools for the Deaf or Blind, is required by the employing agency to remain in duty status during a regular meal period, he/she shall receive additional compensation for time worked at base rate of pay or overtime (or compensatory time credit) if applicable.

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**Explanation:** *The 2000 change allows the employee to work a straight eight (8) hour shift where the employee and the Employer mutually agree.*

**Attention:** *Agency Labor Relations and Payroll Officers; Supervisors.*

**Instructions:** *A written agreement should be reached prior to implementing a straight eight (8) hour shift.*

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### **23.03 - Rest Periods**

Employees within the classifications of Librarian 1, Librarian 2 and Library Consultant shall ordinarily be granted two (2) fifteen (15) minute rest periods each work day. Such breaks shall be scheduled according to the operating needs of the employing agency and will be granted in a manner which will guarantee continuity of service by the employing agency.

### **23.04 - Plan Time**

The work day for each employee working in a full-time teacher, teaching coordinator or teacher, Deaf or Blind School position shall include a minimum of forty-five (45) consecutive minutes of planning/conference time daily. Said employees who are required to utilize such plan time by the employing agency to perform duties other than planning or conferences shall receive additional compensation for the time they are required to perform non-planning duties during the scheduled forty-five (45) minute period at base rate of pay. When an employee's daily plan time exceeds forty-five (45) consecutive minutes, said employee may be required to perform duties other than planning or conferences with no additional compensation.

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### **Arbitration Award:**

#1285

*Arbitrator Stein; Grievant Class Action; Department of Youth Services, 2/11/98. The Arbitrator found that the Employer did not have to grant the Union extra planning time. An agreement to provide an extra day of planning time that stemmed out of a labor/management committee meeting does not create binding obligations on the Employer. The Arbitrator ruled the agreement concerning extra planning time was not part of the CBA and the Employer was not compelled to follow it. The grievance was denied.*

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### **23.05 - Call-In Pay**

If a full-time permanent employee is called in to work, after the employee's scheduled hours of work have ended and without prearrangement, the employee shall receive a minimum of four (4) hours of pay at his/her base rate of pay. Those hours worked which directly precede or directly follow the employee's normal work day shall not be considered for the call-in pay provision. When the point is reached where the actual hours worked provide compensation exceeding the guaranteed four (4) hour minimum, Sections 23.06 or 23.07 shall also apply.

### **23.06 - Overtime and Compensatory Time**

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

Employees shall be compensated for any authorized hours in active pay status beyond forty (40) hours in a base week at the rate of one and one-half (1-1/2) times the regular rate of pay for each hour of such time, except that Teachers of the Deaf or Blind Schools shall only be compensated for any authorized hours in active pay status beyond forty-two and one-half (42.5) hours in a calendar week. Sick leave shall not be considered as active pay status for the purposes of this Article.

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**Attention:**      *Agency Labor Relations and Payroll Officers; Supervisors.*

**Instructions:**      *If absence is due to use of sick leave, overtime eligibility begins after forty (40) hours of work or forty (40) hours of work and other approved leave combined (i.e. not sick leave).*

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Employees may elect to take compensatory time in lieu of cash payment for overtime.

Compensatory time credit shall be calculated at the rate of one and one-half (1-1/2) hours for any authorized hours in active pay status beyond forty (40) hours in a calendar week, except that, employees of the Deaf or Blind Schools shall only be compensated for any authorized hours in active pay status beyond forty-two and one-half (42.5) in a calendar week.

Requests for the use of compensatory time must be submitted in writing twenty-four (24) hours in advance of the anticipated time off unless the need for such time off is of an emergency nature. Compensatory time must be taken at a time mutually agreeable to the employee and the supervisor.

**23.07 - Exclusion of Travel Time from Overtime or Compensatory Time**

With reference to Sections 10.04, 23.06 and 23.07, one-half (1/2) hour of travel time will be excluded for the purpose of calculating eligible hours for overtime or compensatory time purposes on a day when an employee is not required to report to his/her work site prior to engaging in the travel. Likewise, one-half (1/2) hour of travel time will be excluded for the purpose of calculating eligible hours for overtime or compensatory time purposes on a day when an employee is not required to return to his/her work site after engaging in the travel.

**23.08 - Compensatory Time Accrual and Payout**

The maximum accrual of compensatory time shall be one hundred and twenty (120) hours. Compensatory time must be taken within one (1) year of the time being earned. When the maximum hours of compensatory time is reached, payment for compensatory time shall be in cash. Compensatory time not taken within one (1) year shall be paid in cash. Any employee who has accrued compensatory time off and requests use of this compensatory time shall be permitted to use such time off within a reasonable period after making the request or, if such use is denied, the compensatory time requested shall be paid to the employee at his/her option to a maximum of eighty (80) hours in any pay period. Upon termination of employment, an employee shall be paid for unused compensatory time at the final base rate of pay received by the employee.

**23.09 - Extracurricular Program Activity Exclusion**

The provisions of Sections 23.06, 23.07 and 23.08 do not apply to the performance of extracurricular program activities.

**23.10 - School Calendar**

In those agencies and/or facilities using a school calendar, the Association shall be afforded an opportunity for input so that the concerns of employees may be considered. Once established, school calendars shall not be changed arbitrarily. The subject of school calendars is an appropriate topic for discussion at agency Labor/Management Committee meetings.

### **23.11- Flextime**

Where practical and feasible, hours and schedules for bargaining unit employees may include:

1. variable starting and ending times;
2. compressed work week, such as four ten hour days;
3. other flexible hour concepts.

Flextime arrangements may not be used in an unreasonable manner.

### **23.12- Student Contact Time**

Student contact time for employees in the Teacher 1-4 and Teaching Coordinator classifications shall be no more than six (6) hours per day. Student contact time is defined as time spent in classroom instructional activity or group instructional activity. The Employer reserves the right during the remaining portions of the workday to assign employees to perform related duties, such as, but not limited to: conferences, curriculum development, testing and treatment team assignments.

### **23.13 - Weather Emergencies**

The Employer retains sole jurisdiction for declaring a weather emergency condition.

Employees designated as essential by the Employer are required to work during emergencies.

All other employees not required to report to work or sent home due to a weather emergency shall be granted leave at base rate for individually scheduled work hours during the emergency.

The Employer shall designate employees as essential or non-essential and shall notify an employee of their designation. Essential employees shall be required to work during emergencies. Essential employees who work during a weather emergency shall be paid one and one half times their base rate of pay for every hour worked during the weather emergency. Essential employees who do not report as required during an emergency must show cause that they were prevented from reporting because of an emergency. The Employer shall send a listing of the designations to the Association.

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**Attention:**      *Agency Labor Relations and Payroll Officers, and Supervisors.*

**Instructions:**      *Agencies should evaluate all Bargaining Unit 10 employees to determine if they are essential or non-essential for purpose of a weather emergency. Once the designation is decided the Employer must notify the employee and the Association. See DAS Directive 01-02.*

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## ARTICLE 24 - TEMPORARY WORKING LEVEL

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*The language in this Article continues unchanged from the previous Agreement.*

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### **24.01 - Temporary Working Level**

The employing agency may temporarily assign an employee within one of the classification titles listed in Sections 21.03 and 21.04 to duties of a position with a higher pay range. If the temporary assignment is for a continuous period in excess of four (4) days, the affected employee shall receive a pay adjustment which increases the employee's step rate of pay to the greater either of the classification salary base of the higher level position or a rate of pay at least five (5) which is approximately four percent (4%) above his/her current rate of compensation. This pay adjustment shall in no way effect the longevity pay supplement where applicable, which shall be calculated using the employee's normal classification salary base. The employee shall receive the pay adjustment for the duration of the temporary assignment.

The employing agency shall not place an employee in a temporary assignment more than once in any one (1) year period.

The employing agency shall not extend a temporary assignment beyond a ten (10) week period unless the Employer has given prior approval and the temporary assignment is being utilized to fill a position which is vacant as a result of an approved disability leave. The temporary assignment in such instance may be extended for the entire period of the vacancy which was the result of an approved disability leave.

An employee temporarily assigned to a classification title excluded from the bargaining unit shall maintain his/her seniority and grievance rights within the bargaining unit for the period of their assignment and shall also be subject to Article 4 of this Agreement. An employee cannot act in the capacity of an Association official or site representative while serving in a position excluded from the bargaining unit.

## ARTICLE 25 - SERVICE CREDIT

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*The language in this Article continues unchanged from the previous Agreement.*

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### **25.01- Service Credit**

Employees hired prior to July 1, 1986 shall maintain service credit calculated as total service with the state or any of its political subdivisions.

Employees originally appointed on or after July 1, 1986 shall only receive service credit for employment with the State in any agency, board, commission or department where such employment is paid by warrant of the Auditor of State.

Service credit shall be utilized to calculate vacation accrual and eligibility for a longevity supplement where applicable.

For purposes of vacation accrual only, employees in the Librarian 1, Librarian 2, Library Consultant and Teacher Librarian/Ed Media 1-4 (7122) classifications shall also receive service credit for total service with public libraries in the State of Ohio defined as: Libraries supported by the Library and Local Government Support Fund (LLGSF) and libraries in publicly supported Ohio academic institutions.

## ARTICLE 26 - SICK LEAVE

### 26.01 - Definitions

- A. "Pay period" means the fourteen (14) day period of time during which the payroll is accumulated, consisting of two (2) consecutive work weeks.
- B. "Active pay status" means the conditions under which an employee is eligible to receive pay, and includes, but is not limited to, paid leave such as, vacation leave, sick leave and personal leave.
- C. "No pay status" means the conditions under which an employee is ineligible to receive pay, and includes, but is not limited to unpaid leave, such as leave without pay, leave of absence, and disability leave.
- D. Immediate Family

An employee's spouse or significant other (significant other as used in the Agreement is defined to mean one who stands in place of a spouse and resides with the employee), parents, children, grandparents, siblings, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, step-child, step-parent, step-sibling, legal guardian or other person who stands in place of a parent (in loco parentis).

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### Arbitration Awards:

#841

*Arbitrator Minni; Grievant Sharon Wren, Ohio Veterans Children's Home, 12/31/92. See Section 5.05.*

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### 26.02 - Sick Leave Accrual

All employees shall accrue sick leave at the base rate of three and one-tenth (3.1) hours for each eighty (80) hours in active pay status, excluding overtime hours, for a maximum of eighty (80) hours per year.

Part-time employees shall receive three and one-tenth (3.1) hours for each eighty (80) hours of completed service.

### 26.03 - Charge of Sick Leave

Sick leave used shall be charged in minimum units of one-tenth (1/10) hour. Employees shall be charged sick leave only for the days and hours for which they would have otherwise been regularly scheduled to work. Sick leave shall not exceed the amount of time an employee would have been scheduled to work in any pay period.

### 26.04 - Compensation for Charged Sick Leave

Compensation for charged sick leave accumulated and credited shall be at the rates specified below with the effective date of this Agreement through the pay period ending November 22, 1997. A new usage period will begin with the pay period effective November 23, 1997, and each year of the Agreement, thereafter.

Hours used	Percentage of Regular Rate
1-40 sick leave	100%
40.1 plus sick leave*	70%

**Any sick leave used during the 40.1 to 80 hours for time spent hospitalized overnight by the employee, employee's spouse or child residing with the employee or for those hours of sick leave used before or after the hospital stay that are contiguous to the hospital stay, will be paid at 100%. In the event this paragraph is found to violate the FMLA or any other State or Federal law or regulation or the implementation of such will adversely affect the provisions of this Article, the parties agree that this paragraph will be null and void.**

\*Any sick leave utilized in excess of eighty (80) hours shall be paid at one hundred percent (100%).

Employees may elect to utilize sick leave to supplement an approved Disability Leave or Childbirth/Adoption Leave pursuant to Sections 28.01D and 28.08C. Sick leave used for these supplements shall be paid at a rate of one hundred percent (100%) notwithstanding the schedule previously specified.

**Explanation:** *The 2003 language provides an exception to the reduced sick leave pay provision for time spent immediately before, during and immediately after a hospital stay.*

*1997 changes provides that sick leave usage will be paid at differing rates based on the number of hours used. Leave used in lieu of sick leave is granted at the Employer's discretion rather than the employee's choice.*

**Attention:** *Agency Labor Relations, Personnel and Payroll Officers.*

**Instructions:** *DAS payroll has made necessary program changes to effectuate the program.*

*Approval of leave used in lieu of sick leave should consider:*

1. *Whether the leave is requested pursuant to FMLA.*
2. *If the leave is requested in advance.*
3. *When there is medical justification (e.g. Doctor's statement)*

*Employees requesting sick leave to be paid at 100% for time spent in conjunction with a hospital stay shall provide documentation to the personnel and/or payroll officer. A sample request form listing the information that is required to be submitted is attached.*

*An employee may choose to request paid leave (including sick leave) for an FMLA qualifying event and the Employer must grant the request. The Employer may specify the order in which types of paid leave may be used. If the employee does not request other forms of leave for an FMLA qualifying event,*

*the Employer may force the employee to use all accrued sick, vacation, and personal leave balances prior to going on unpaid leave. However, the Employer may not force an employee to use compensatory time before going on unpaid leave. See the FMLA regulations at 29 CFR Part 825, Section 207(i).*

**Effective Date:** *New sick leave payout provision for overnight hospital stays takes effect July 1, 2003.*

---

## **26.05 - Notification for Use of Sick Leave and Notification for Extended Sick Leave**

### **A. Notification.**

An employee who is unable to report for work, and who is not on a previously approved day of vacation, sick leave or personal leave of absence, shall be responsible for notifying the employee's immediate supervisor or other individuals designated by the Employer that he/she will be unable to report for work. The notification must be made no later than one-half (1/2) hour after the time the employee is scheduled to work, unless emergency conditions prevent such notification. If operational needs of a work facility require a different notification time, the Appointing Authority, may establish a reasonable notification time requirement not to exceed one (1) hour prior to the time the employee is scheduled to work. The Appointing Authority shall be responsible for informing all employees of the applicable notification policy. Failure to notify the Employer in accordance with the provisions of this paragraph shall result in the employee forfeiting any rights to pay for the time period which elapsed prior to notification unless unusual extenuating circumstances existed to prevent such notification.

### **B. Notification for extended sick leave.**

In the case of a condition exceeding seven (7) consecutive calendar days, a physician's statement specifying the employee's inability to report to work and the probable date of recovery is routinely required.

1. When institutionalization or hospitalization is required, the employee shall be responsible for notifying the supervisor or other designated individual upon admission to and discharge from an institution or hospital, unless emergency conditions prevent such notification;

2. When convalescence at home is required, the employee shall be responsible for notifying his/her supervisor or other individual designated by the Appointing Authority at the start and termination of such period of convalescence.

---

**Explanation:** *Per the 1994 Factfinder, Management may dock an employee's pay for failure to notify the Employer of sick leave usage, with the modification that the employee would only forfeit pay for the time period elapsed prior to such notification.*

**Attention:** *Agency Directors, Labor Relations, Personnel and Fiscal Officers, DAS Personnel.*

**Instructions:** *It is important to apply this provision uniformly and impartially. Therefore attendance records must be carefully maintained across all agencies. All incidents of failure to call off timely on or after July 1, 1994 are subject to loss of pay for the time elapsed between the time call off is due and the time of call off. Any questions about implementation of this Section should be addressed to the agency OCB Labor Relations Specialist.*

**Effective Date:** *July 1, 1994*

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## **26.06 - Sick Leave Uses, Evidence of Use and Abuse**

### **A. Uses.**

With the approval of an employee's Appointing Authority, sick leave may be used by employees for the following reasons:

1. illness, injury, or pregnancy-related condition of the employee;
2. exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees;
3. examination of the employee including medical, psychological, dental or optical examination by an appropriate practitioner;
4. death of a member of the employee's immediate family; such usage shall be limited to a reasonably necessary time, not to exceed five (5) days;
5. illness, injury, or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member;
6. examination, including medical, psychological, dental, or optical examination, of a member of the employee's immediate family where the employee's presence is reasonably necessary.

### **B. Sick Leave Policy**

It is the policy of the State of Ohio to not unreasonably deny sick leave to employees when requested. It is also the policy of the State to take corrective action for unauthorized use of sick leave and/or abuse of sick leave. It is further the policy of the State that when corrective and/or disciplinary action is taken, it will be applied progressively and consistently.

---

**Explanation:** *The 1997 addition of "not unreasonably deny" in the sick leave policy statement alters the long held position that sick leave could not be denied.*

**Attention:** *Agency Directors; Agency Labor Relations, Personnel and Payroll Officers.*

**Instructions:** *Care must be taken to exercise sound judgment in the denial of sick leave. Supervisors should consult with Labor Relations Officers concerning denials to ensure consistency. Denial of sick leave should be based on fact patterns such as improper call off, patterns of abuse, etc.*

---

It is the desire of the State of Ohio that when discipline is applied it will serve the purpose of correcting the performance of the employee.

**I. Purpose**

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

**II. Definition**

A. Sick Leave:

Absence granted per negotiated contract for medical reasons.

B. Unauthorized use of sick leave:

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

C. Misuse of sick leave:

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

D. Pattern abuse:

Consistent periods of sick leave usage, for example:

1. Before, and/or after holidays;
2. Before, and/or after weekends or regular days off;
3. After pay days;
4. Any one specific day;
5. Absence following overtime worked;
6. Half days;
7. Continued pattern of maintaining zero or near zero leave balances; or
8. Excessive absenteeism

**III. Procedure**

**A. Physician's Verification**

At the Agency Head or designee's discretion, in consultation with the Labor Relations Officer, the employee may be required to provide a statement, from a physician, who has examined the employee or the member of the employee's immediate family, for all future illness. The physician's statement shall be signed by the physician or his/her designee. This requirement shall be in effect until such time as the employee has accrued a reasonable sick leave balance. However, if the Agency Head or designee finds mitigating or extenuating circumstances surrounding the employee's use of sick leave, then the physician's verification need not be required.

Should the Agency Head or designee find it necessary to require the employee to provide the physician's verification for future illnesses, the order will be made in writing using the "Physician's Verification" form with a copy to the employee's personnel file.

Those employees who have been required to provide a physician's verification will be considered for approval only if the physician's verification is provided within three (3) days after returning to work.

### **B. Unauthorized use or abuse of sick leave**

When unauthorized use or abuse of sick leave is substantiated, the Agency Head or designee will effect corrective and progressive discipline, keeping in mind any extenuating or mitigating circumstances.

When progressive discipline reaches the first suspension, under this policy, a corrective counseling session will be conducted with the employee. The Agency Head or designee and Labor Relations Officer will jointly explain the serious consequences of continued unauthorized use or abuse of sick leave. The Agency Head or designee shall be available and receptive to a request for an Employee Assistance Program in accordance with Section 7.13 (EAP). If the above does not produce the desired positive change in performance, the Agency Head or designee will proceed with progressive discipline up to and including termination.

### **C. Pattern Abuse**

If an employee abuses sick leave in a pattern, per examples noted in the section under definitions (not limited to those listed), the Agency Head or designee may reasonably suspect pattern abuse. If it is suspected, the Agency Head or designee will notify the employee in writing that pattern abuse is suspected. The Agency Head or designee will use the "Pattern Abuse" form for notification. The notice will also invite the employee to explain, rebut, or refute the pattern abuse claim. Use of sick leave for valid reasons shall not be considered for pattern abuse.

---

**Explanation:** *The 1994 language changes follow the pattern established in the OCSEA Agreement. It was proposed by the Union to clarify that valid usage of sick leave would not be grounds for discipline. During OCSEA negotiation the example of an on chemotherapy treatment being put on pattern abuse was cited.*

**Attention:** *Agency Labor Relations, Personnel and Payroll Officers; DAS Personnel.*

**Instructions:** *Pattern abuse is a corrective measure from which discipline, which is fully grievable through arbitration, may be issued. In this regard, valid reasons should not be used as a basis for discipline. Questions on implementing the policy should be addressed to the agency Labor Relations Specialist.*

**Effective Date:** *July 1, 1994*

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### **26.07 - Inadequate Sick Leave**

If any disabling illness or injury continues past the time for which an employee has accumulated sick leave, the Appointing Authority may authorize a leave of absence without pay or, if the employee is eligible, recommend disability leave benefits.

### **26.08 - Carry Over and Conversion**

Employees will be offered the opportunity to convert to cash any part of their sick leave accrued in the pay period beginning November 24, 1996 to November 22, 1997, and in each subsequent usage period of this Agreement to be paid in the first pay received in December. The cash

conversion of the sick leave accrued and not used for the usage period in the subsequent years of this Agreement shall be at the following rate:

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

The payment shall be paid in the first pay received in December of each of the subsequent years of the Agreement.

---

**Explanation:** *The 2000 changes established a new conversion for sick leave to cash at the end of each year.*

*The 1997 changes incorporated the same requirements for cash conversion upon separation as the ORC.*

**Attention:** *Agency Labor Relations, Personnel and Payroll Officers; Department of Administrative Services, Human Resources Division.*

---

#### **26.09 - Limitations of Conversion of Sick Leave at Year's End**

A. All sick leave balances that are carried forward are excluded from further cash benefits provided by this paragraph. The failure of an employee to utilize one of the sick leave conversion options listed in ~~paragraphs (A) (1) (b) and (A) (1) (c)~~ of Section 26.08 shall result in the automatic carry-forward of any balance of accrued sick leave;

B. Any cash benefit conversions of sick leave made at year's end under the provisions of this Article shall not be subject to contributions to any of the retirement systems either by the employee or the Employer;

C. An employee eligible to receive a cash benefit conversion of accrued sick leave at year's end must indicate the desire to convert any sick leave no later than the end of the pay period that includes the first day of November. Each Appointing Authority shall be responsible for reporting the conversion requests to the Department of Administrative Services.

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**Explanation:** *Housekeeping change only.*

---

## 26.10 - Conversion of Sick Leave Upon Separation from Service

A. An eligible employee who has a minimum of five (5) years of state service with the State of Ohio shall be entitled, upon separation for any reason, to a cash conversion benefit for unused accrued sick leave pursuant to the provisions of this Article. For purposes of this Article the term "separation" shall mean any voluntary or involuntary termination from service, including resignation, retirement, removal from service, and reduction in force, but does not include death of an employee.

B. Conversion to cash benefit of accumulated sick leave credit.

1. General

An employee who has accumulated sick leave under the provisions of this Article shall be entitled to cash benefit conversion of the accumulated unused sick leave balance upon separation of service.

2. Eligibility

An eligible employee about to separate or who has separated from state service shall designate in writing the percentage or portion of his/her sick leave credit accumulation that he/she desires to convert to cash. If an eligible employee designates a percentage or portion less than the total of his/her accumulated sick leave, the percentage or portion of the accumulated sick leave not converted may be reinstated to the employee's sick leave balance upon the employee's reinstatement or reemployment to state service. If an employee fails to designate the portion or percentage of the accumulated sick leave he/she desires to convert to the cash benefit, the entire amount of sick leave accumulation shall be converted to cash benefit.

3. Payment

Payment for that percentage or portion of accrued sick leave an employee desires to convert to a cash benefit shall be made at the employee's regular rate of pay earned at the time of separation, within three (3) years of separation, at the rate of fifty-five percent (55%) for retirement separation and fifty percent (50%) for all other separations.

4. Effective date

All employees hired on or after July 1, 1986 may convert to cash only those hours of sick leave earned in State agencies, i.e., those agencies whose employees are paid by the Auditor of State.

C. Full-time employee returning to state service.

A full-time employee returning to state service, within ten (10) years of separation, after receipt of a lump sum payment for the unused sick leave may buy back all or a portion of such leave from the Employer by returning the amount paid for the number of days to be restored.

D. Conversion upon the death of an employee.

In the case of death of an employee, the employee's unused sick leave shall be converted to cash. The cash conversion of unused sick leave shall be paid in accordance with Section 2113.04 of the Ohio Revised Code in effect at the time of this Agreement to his/her estate.

---

**Explanation:** *A 1994 change limited conversion of sick leave to cash upon separation from State service to those employees with at least five years of State service.*

**Attention:** *Agency Labor Relations, Personnel and Payroll Officers; DAS Personnel.*

**Instructions:** *The requirement of at least five years of service for entitlement to cash conversion of accrued sick leave shall apply to those employees separating from the State on or after July 1, 1994.*

**ATTENTION:**

*Previously bargaining unit employees have been required to accept payment for cash conversion of sick leave AT THE TIME OF SEPARATION. On consideration of the intent of the language of Section 26.10 OCB has determined that the same provisions as exist in ORC 124.384 for exempt employees should be applied to this contract provision. ORC 124.384 states in pertinent part:*

*In order to be eligible for the payment authorized by this section, an employee shall have at least one year of state service and must request such payment no later than three years after separation from state service. [emphasis added]*

---

*While the new contract language supersedes the one-year of service provision by making the service requirement five years, the section does not supersede the three year limit for making requests. The proper emphasis in reading the section should be that the sick leave is to be cashed at the employee's regular rate of pay at the time of separation, not that the conversion must be at the time of separation. DAS/Personnel will no longer issue forms to bargaining unit employees that requires them to accept cash conversion at the time of separation. Rather the form shall afford the same opportunity to both exempt and bargaining unit employees pursuant to the Ohio Revised Code. The effective date of this policy change will be no later than July 1, 1994.*

---

*Finally, under Section 26.10 an employee who is re-employed, reinstated or recalled from lay off and who received a lump sum payment for unused sick leave may have such days restored by returning the amount paid by the Employer for the number of days to be restored. OCB interprets the word "re-employed" to have its plain meaning, that is, "hired again" not the ORC/OAC use of reemployment meaning recall across agencies. Therefore if an employee is hired again by a state agency and is willing to pay the amount necessary, the appropriate amount of sick leave converted to cash should be restored.*

---

**26.11 - Transfer of Sick Leave Credit**

A. An employee who has transferred from one employing agency to another shall be credited with his/her unused balance of the accumulated sick leave.

B. Each employee who was employed by any State agency, board, commission or department and whose wage was paid directly by warrant of the Auditor of State shall have previously

accumulated sick leave balance placed to his/her credit upon reemployment in the aforementioned provided that such reemployment takes place within ten (10) years of the date of which the employee was last terminated from public service. The employee shall be responsible for notifying the Appointing Authority of the amount of unconverted creditable sick leave and the employee shall provide reasonable documentation in support of any such claim. Upon request by an employee, previous Appointing Authorities shall provide the employee with adequate documentation regarding the previously accumulated sick leave of which the Appointing Authority is aware;

C. Employees hired after July 1, 1986 who have previous service with political subdivisions of the state may use sick leave accrued with such prior Employers, but shall not be permitted to convert such sick leave to cash either at years end or upon separation from state service.

#### **26.12 - Sick Leave Administration Policy**

The parties acknowledge that the Employer retains the right to establish a fair and reasonable absence control policy. Such policy shall not be arbitrary or capricious and shall not conflict with the provisions of this contract. A policy may include a provision for a physicians' verification requirement in cases of abuse or excessive use of sick leave.

#### **26.13 - Leave Donation Program**

Employees may donate paid leave to a fellow employee who is otherwise eligible to accrue and use sick leave and is employed by the same Agency. The intent of the leave donation program is to allow employees to voluntarily provide assistance to their co-workers who are in critical need of leave due to the serious illness or injury of the employee or a member of the employee's immediate family. The definition of immediate family as provided in rule 123:1-47-01 of the Administrative Code shall apply for the leave donation program.

A. An employee may receive donated leave, up to the number of hours the employee is scheduled to work each pay period, if the employee who is to receive donated leave or a member of the employee's immediate family has a serious illness or injury:

1. Has no accrued leave or has not been approved to receive other state-paid benefits; and
2. Has applied for any paid leave, workers' compensation, or benefits program for which the employee is eligible. Employees who have applied for these programs may use donated leave to satisfy the waiting period for such benefits where applicable, and donated leave may be used following a waiting period, if one exists, in an amount equal to the benefit provided by the program, i.e. fifty six hours (56) pay period may be utilized by an employee who has satisfied the disability waiting period and is pending approval, this is equal to the seventy percent (70%) benefit provided by disability.

B. Employees may donate leave if the donating employee:

1. Voluntarily elects to donate leave and does so with the understanding that donated leave will not be returned;
2. Donates a minimum of eight hours; and
3. Retains a combined leave balance of at least eighty hours. Leave shall be donated in the same manner in which it would otherwise be used except that compensatory time is not eligible for donation.

C. The leave donation program shall be administered on a pay period by pay period basis. Employees using donated leave shall be considered in active pay status and shall accrue leave and be entitled to any benefits to which they would otherwise be entitled. Leave accrued by an employee while using donated leave shall be used, if necessary, in the following pay period before additional donated leave may be received. Donated leave shall not count toward the

probationary period of an employee who receives donated leave during his or her probationary period. Donated leave shall be considered sick leave, but shall never be converted into a cash benefit.

D. Employees who wish to donate leave shall certify:

1. The name of the employee for whom the donated leave is intended;
2. The type of leave and number of hours to be donated;
3. That the employee will have a minimum combined leave balance of at least eighty hours; and
4. That the leave is donated voluntarily and the employee understands that the donated leave will not be returned.

E. Appointing authorities shall ensure that no employees are forced to donate leave. Appointing authorities shall respect an employee's right to privacy, however appointing authorities may, with the permission of the employee who is in need of leave or a member of the employee's immediate family, inform employees of their co-worker's critical need for leave. Appointing authorities shall not directly solicit leave donations from employees. The donation of leave shall occur on a strictly voluntary basis.

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**Explanation:** *In 1997 the parties incorporated the State's policy Donation Leave into the contract.*

**Attention:** *Agency Labor Relations, Personnel, Payroll and Human Resources Officers.*

**Instructions:** *Agencies should continue to administer the program as was previously administered.*

---

**STATE OF OHIO**  
**PHYSICIAN OR HEALTH CARE PROVIDER CERTIFICATION**  
**FOR OVERNIGHT HOSPITALIZATION**  
(Please Print)

Employee's Name (First/Middle/Last)		Social Security Number	
Employee's Job Title		Agency & Employee Location	
Home Address	Street	City/State	Zip
Telephone Home/Work ( ) ( )			

**1. This information is being provided by:**

- a) Physician  Yes  No
- b) Practitioner  Yes  No
- c) Another provider of health services  Yes  No.

Name, title

Phone Number

**2. Person hospitalized:**

Name

Relationship to Employee (if applicable)

**2. Dates of hospitalization:** \_\_\_\_\_

**3. Hospital:**

Facility Name

Street

City/State

Zip

**I certify that the information contained in this form is true to the best of my knowledge.**

\_\_\_\_\_  
Attending Physician's/Health Care Provider's Signature

\_\_\_\_\_  
Date

**I voluntarily authorize the State of Ohio to contact my Health Care Provider for the limited purpose of clarifying of the information contained in this certification. Employee's Initials:** \_\_\_\_\_

**I certify that the information contained in this form is true to the best of my knowledge and understand any misrepresentation on my part may result in a denial of full payment for sick time and discipline.**

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

## ARTICLE 27 - PERSONAL LEAVE

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*The language in this Appendix continues unchanged from the previous Agreement except for minor housekeeping changes.*

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### **27.01 - Eligibility for Personal Leave**

Each full-time employee shall be eligible for personal leave with pay at his/her regular rate of pay.

### **27.02 - Personal Leave Accrual**

Employees shall be entitled to four (4) personal leave days each year. Eight hours of personal leave shall be credited to each employee at the end of the pay period which includes the first day of January, April, July and October of each year. Full-time employees who are hired after the start of a calendar quarter shall be credited with personal leave on a prorated basis. Proration shall be based upon a formula of .015 hours per hour of non-overtime work.

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

### **27.03 - Compensation**

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

### **27.04 - Charge of Personal Leave**

Approved personal leave which is used by an employee shall be charged in minimum units of one-tenth (1/10) of an hour and deducted from the unused balance of the employee's personal leave on the basis of one-tenth (1/10) of an hour for every one-tenth (1/10) of an hour of absence. Employees shall be charged personal leave only for the days and hours for which they would have otherwise been scheduled to work but shall not include scheduled overtime.

### **27.05 - Notification and Approval of Use of Personal Leave**

Employees may be granted personal leave for absence due to mandatory court appearances, legal or business matters, family emergencies, unusual family concerns, medical appointments, weddings, religious holidays or any other matter of a personal nature upon giving forty-eight (48) hours notice, to include one (1) full work day, in writing to the supervisor. In emergency situations, requests may be granted with a shorter notice. Requests for the use of personal leave shall not be unreasonably denied.

When any bargaining unit, not covered by this Agreement, has filed a Notice of intent to strike or engages in a wildcat strike, the Employer reserves the right to cancel or deny all personal leave requests.

Personal leave shall not be taken on a holiday.

---

**Explanation:** *The language reserves the Employer's right to cancel or deny all personal leave requests when any bargaining unit, not covered by the Agreement has filed a notice of intent to strike or engages in a wildcat strike.*

*Personal leave may not be taken on a holiday.*

**Attention:** *Agency Labor Relations, Personnel, Supervisors and Payroll Officers.*

**Instructions:** *Do not permit personal leave to be taken on a holiday.*

---

#### **27.06 - Prohibitions**

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

#### **27.07 - Conversion or Carry Forward of Personal Leave at Year's End**

Personal leave not used prior to the pay period which includes December 1, may be carried forward or paid at the employee's option.

An employee shall have, pursuant to the following provisions, the option to:

- A. Carry forward the balance of personal leave up to a maximum of forty (40) hours.
- B. Convert the balance of personal leave to accumulated sick leave.
- C. Receive a cash benefit conversion for the unused balance of personal leave. The cash conversion shall equal one (1) hour at the employee's base rate of pay for every one (1) hour of unused credit that is converted.

An employee eligible to receive a cash conversion of accrued personal leave at year's end must indicate his/her desire to convert any personal leave no later than the end of the pay period that includes the first day of November. The Director of each department shall be responsible for reporting the conversion requests to the Department of Administrative Services.

#### **27.08 - Conversion of Personal Leave Upon Separation From Service**

An employee shall be entitled, upon separation for any reason, to a cash conversion for unused personal leave pursuant to the provisions of this Article.

An employee who has accrued personal leave under the provisions of this Article shall be entitled to, upon separation of service, a cash conversion for all earned personal leave.

Payment for unused earned personal leave shall be at a rate equal to an employee's base rate of pay.

The Director of each department shall be responsible for notifying employees of right to convert earned personal leave upon separation. This notification shall be written.

If an employee, who has separated from state service and has received cash benefits for personal leave pursuant to the provisions of this Article, is reinstated or reemployed in state service he/she shall be granted reinstatement of personal leave converted to a cash benefit if the employee so desires to purchase back the leave.

#### **27.09 - Transfer of Personal Leave**

An employee who transfers from one state agency to another shall be credited with the unused balance of his/her personal leave.

#### **27.10 - Death of an Employee**

Payment of unused earned personal leave to the estate of a deceased employee shall be done in accordance with the procedure provided by O.R.C. 2113.04 consistent with Section 27.08 above.

## ARTICLE 28 - PAID LEAVES OF ABSENCE

### 28.01 - Disability Leave

#### A. Eligibility

Eligibility shall be pursuant to current Ohio Law and the Administrative Rules of the Department of Administrative Services in effect as of July 1, 2000, including the following modifications and clarifications:

1. Part-time employees who have worked fifteen hundred (1500) or more hours within the twelve (12) calendar months preceding disability shall be entitled to disability benefits based upon the average regular weekly earnings for weeks worked over that twelve (12) month period.
2. Employees with less than eight (8) years of service shall be entitled to receive disability leave benefits for a maximum of twenty-four (24) months. Employees with eight (8) years of service but less than sixteen (16) years of service, shall be entitled to receive disability leave benefits, for up to twenty-four (24) months per disability not to exceed a total of thirty-six (36) months. Employees with sixteen (16) or more years of service shall be entitled to receive disability leave benefits for up to twenty-four (24) months per disability not to exceed a total of forty-eight (48) months.
3. Employees will participate in transitional work programs mutually agreed to by the parties and as provided for in the applicable administrative rules. The Employer agrees that transitional work programs will not violate the provisions of the Family and Medical Leave Act.

---

**Explanation:** *1997 changes establish that eligibility for disability leave shall be pursuant to Ohio Law and DAS Administrative Rules in effect as of July 1, 1997.*

*Part-time workers must have worked fifteen hundred (1500) or more hours in the preceding twelve (12) month period to qualify.*

*Also a schedule of service to benefits was established as follows:*

*Less than eight (8) years - twenty-four (24) months maximum.*

*Sixteen (16) years - twenty-four (24) months per disability - not to exceed a total of thirty-six (36) months.*

*Sixteen (16) or more years of service - twenty-four (24) months per disability not to exceed a total of forty-eight (48) months.*

*The plan becomes effective July 1, 1998. Hours of disability used previously count toward the maximum hours allowable.*

*This language also establishes a Transitional Work Program to assist disabled workers return to work.*

**Attention:** *Agency Labor Relations, Payroll and Human Resources Officers.*

**Instructions:**     *Contact DAS benefits Section for questions and answers.*

---

4. Pursuant to OAC rule 123:1-33-14, employees who have been denied Workers' Compensation lost time benefits for an initial claim, may file an application for disability leave benefits within twenty (20) days from the notification by the Bureau of Workers' Compensation of the denial of an initial claim.
- 

**Explanation:**     *The 2000 change allows employees who have been denied Worker's Comp lost time benefits for an initial claim an opportunity to file an application for disability leave benefits within twenty (20) days of the notification of denial.*

**Attention:**        *Agency Labor Relations, Payroll and Human Resources Officers.*

**Instructions:**     *Contact the Office of Benefits Administration with questions related to any appeals.*

---

## **B. Disability Review**

The Employer shares the concern of the Association and employees over the need to expeditiously and confidentially process disability leave claims.

The Employer and the Association shall continue to review such concerns as time frames, paper flow, § and possible refinement of procedural mechanisms for disability claim approval.

---

**Explanation:**     *The Association will be included in the committee(s) established to review disability processes. One of the major initiatives in the Disability Rules is to enable agencies to approve disability leave benefits for certain standard types of disabling conditions.*

**Attention:**        *Department of Administrative Services, Human Resources Division, Office of Benefits Administration.*

**Instructions:**     *The Association must be included in committee meetings and in the design and implementation of standard approval initiative.*

---

## **C. Information Dissemination**

The Employer recognizes the need to standardize the communication of information regarding disability benefits and application procedures. To that end, the Employer and the Department of

Administrative Services shall produce explanatory materials which shall be made available to union representatives, stewards or individual employees upon request.

**D. Orientation**

The Employer shall develop a disability orientation program for union representatives so that they may train stewards as part of the information dissemination effort.

**E. Insurance Providers and Third Party Administrators**

In the event that the administration of the disability program is conducted by a private insurance carrier or a third party administrator the administration shall be conducted in accordance with insurance industry underwriting procedures and standards without reducing benefits or eligibility requirements as provided in this Agreement.

**28.02 - Occupational Injury Leave**

**A. Eligibility**

Each full-time and part-time employee of the Department of Rehabilitation and Corrections, the Department of Youth Services, the Department of Mental Health, and Schools for the Deaf and Blind is eligible. These employees must have suffered bodily injury inflicted by an inmate patient, client, youth, or student in the above agencies during such time as the employee is lawfully carrying out the assigned duties of his/her position. Such full-time employees shall be paid his/her total rate of pay during the period he/she is disabled as a result of such injury, but in no case to exceed nine hundred and sixty (960) hours, in lieu of Workers' Compensation wage payments. Part-time employees shall be limited to a pro-ration of the nine hundred and sixty (960) hours based on their regularly scheduled work hours. Payment according to this Section shall not be charged to the employee's accumulation of sick leave credit. The employee shall apply for Workers' Compensation lost time benefits while he/she is receiving occupational injury leave. Workers' Compensation lost time benefits may be received, if awarded, by the employee after the occupational leave is exhausted. Employees who have been approved for OIL and are then approved for Workers' Compensation lost time benefits for a psychological illness as a continuation of the same claim for bodily injury, and who have not been paid 960 hours of OIL, shall be permitted to supplement the Workers' Compensation Benefits with OIL up to 100% of the employee's total rate of pay, not to exceed 60 hours of OIL and with the total limit of 960 hours of OIL.

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**Explanation:** *The language defines the rate of OIL pay as the total rate, which is limited to nine hundred and sixty (960) hours.*

*The employee shall apply for Worker's Compensation lost time benefits while he/she is receiving OIL. Worker's Compensation lost time benefits may be received, if awarded by an employee who has exhausted his/her OIL.*

*Employees are allowed to supplement Worker's Compensation lost time benefits for a psychological illness as a continuation of a bodily injury claim with OIL at the total rate of pay, not to exceed 60 hours with the total limit of 960 hours of OIL.*

**Attention:**

*Labor Relations Officers, Payroll, Human Resources Administrators.*

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**B. Reporting Requirements**

In order for an employee to qualify for injury pay under this Section, a statement of the circumstances of the injury shall be filed with the Director of Administrative Services by the employee's Appointing Authority. This statement shall show conclusively that the injury was sustained in the line of duty and was inflicted by an inmate or resident and did not result from accident or from misbehavior or negligence on the part of the employee.

**C. Physician's Report**

The Appointing Authority may also obtain and file with the Director of Administrative Services the report of a physician designated by the Director of Administrative Services as to the nature and the extent of the employee's injury.

**D. Employee Requirement**

It shall be the obligation of the employee to submit documentation from the attending physician indicating extent of the disability and to receive necessary medical treatment and to return to active work status at the earliest time permitted by his/her attending physician. Where a medical question is at issue, the Employer shall obtain a medical opinion conducted by a physician of the specialty for which the employee is receiving treatment (if any), mutually agreed to by the State and the employee's attending physician. The independent physician shall render a medical opinion within thirty (30) days of the selection and the decision of the independent physician shall be binding.

**E. Sick Leave Credit and Vacation Leave Credit**

During such time as an employee is receiving injury compensation as provided in this Section, the employee shall accrue sick leave but shall not accrue vacation leave under Articles 30 of this Agreement.

**F. Use of Sick Leave**

In any case when an employee's injury, as covered by this Section, extends beyond one-hundred twenty (120) work days, the employee is entitled to use sick leave subject to Article 26 of this Agreement.

**28.03 - Court Leave**

- A. An Appointing Authority shall grant court leave with base rate of pay to any employee who:
1. Is summoned for jury duty by a court of competent jurisdiction; or
  2. Is subpoenaed to appear for the Employer for any reason, before any court, commission, board or other official proceedings.
- B. Any compensation or reimbursement in excess of fifteen (15) dollars per day, for jury duty when such duty is performed during an employee's normal working hours, shall be remitted by an employee to the payroll officer for transmittal to the Treasurer of State.
- C. Any employee who is appearing before a court or other legally constituted body in a matter in which he/she is a party, may be granted vacation time or leave of absence without pay. Such instances would include, but not be limited to, criminal or civil cases, traffic court, divorce proceedings, custody or appearing as directed as parent or guardian of juveniles.

**28.04 - Military Leave**

**A. Federal Duty**

Any permanent employee who is or becomes a member of the Ohio National Guard or any

other reserve component of the Armed Forces as defined in Chapter 11, Section 261, Title 10, US Code shall be allowed military leave with pay not to exceed twenty-two (22) work days or one hundred seventy-six (176) hours per calendar year for federal duty performed which is directed or caused to occur by authority of the Department of Defense (DOD) or its agent.

**B. State Duty**

Permanent employees who are members of the Ohio National Guard, the Ohio Military Reserve and the Ohio Naval Militia, when ordered to duty by the Governor of Ohio or the Adjutant General, shall be allowed military leave with pay not to exceed twenty-two (22) work days or one hundred seventy-six (176) hours per calendar year.

**C. Maximum**

The maximum allowable paid military leave when combining federal and state duty described above shall not exceed twenty-two (22) work days or one hundred seventy-six (176) hours per calendar year.

**D. Evidence of Military Duty**

Employees are required to submit to their Appointing Authority a published military order or a written statement from the appropriate military commander as evidence of military duty.

**28.05 - Olympic Competition Leave**

The Employer shall grant employees paid leave to participate in Olympic competition sanctioned by the United States Olympic Committee. Any leave so granted shall not exceed the time required for actual participation in the competition, plus a reasonable time for travel to and return from the site of the competition, and a reasonable time for precompetition training at the site.

The Employer shall compensate the employee at the employee's regular rate of pay during any leave granted for participation in Olympic competition. Pay for each week of leave shall not exceed the amount the employee would receive for a standard work week, and the employee shall not be paid for any day spent in Olympic competition for which the employee would not ordinarily receive pay as part of the employee's regular employment.

The foregoing shall be subject to the provisions of the Ohio Administrative Code Section 123:1-34-08, in effect as of the effective date of the Agreement.

**28.06 - Bereavement Leave**

Three (3) days of bereavement leave at base rate shall be granted to each employee upon the death of a member of his/her immediate family. This shall include parents, grandparents, great-grandparents, spouse or significant other (significant other as used in this Agreement is defined to mean one who stands in place of a spouse and resides with the employee), siblings, grandchildren, children, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, step-child, step-parent, step-sibling, legal guardian or other person who stands in place of a parent (in loco parentis).

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**Explanation:**     *The 2003 change now includes great-grandparents in the definition of immediate family for purposes of bereavement leave.*

**Attention:**        *Agency Supervisors, Labor Relations, Personnel and Payroll Officers.*

**Effective Date:**   *July 1, 2003*

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## **28.07 - Paid Adoption/Childbirth Leave**

### **A. Eligibility**

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

In the event an infant child dies while an employee is using Adoption/Childbirth leave for that infant, Adoption/Childbirth leave terminates on the date of the death. Requested bereavement leave may begin on the day following the death of the child, and may be supplemented by other leaves as specified in Section 28.06.

### **B. Waiting Period**

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

### **C. Leave Benefit**

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

### **D. Part-Time Employees**

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

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

**E. Coordination with Disability Leave**

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

**F. Holidays**

Employees shall not be eligible to receive Holiday Pay while on Adoption/Childbirth leave. Holidays shall be counted as one day of Adoption/Childbirth leave and shall be paid as Adoption/Childbirth leave, except that during the waiting period if an employee was in active pay status the day before a holiday the employee will be eligible to receive Holiday Pay as normal. Employees who work during a holiday shall be entitled to pay as provided in Article 31.

**G. Working During Adoption/Childbirth Leave Period**

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

**H. Credit for Hours Worked or Supplemented**

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

**I. Duration**

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

**28.08 - Hostage Leave**

An employee taken hostage shall be eligible to receive sixty (60) days leave with pay at a his or her regular rate of pay which will not be charged against the employees' leave accruals, provided this leave is deemed necessary by a licensed physician, psychologist or psychiatrist to recover from psychological trauma associated with the hostage-taking situation. Psychological trauma is a diagnosis which indicates an employee is unable to perform his/her duties due to the

hostage taking situation. The employee must provide written documentation of such diagnosis and must receive ongoing treatment from a licensed psychologist or psychiatrist during the leave.

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**Explanation:** *The 2000 change restricts Hostage Leave to those instances where an employee suffers from psychological trauma associated with the hostage-taking situation rather than stress.*

**Attention:** *Agency Directors; Agency Labor Relations and Personnel Officers.*

**Instructions:** *Employee must provide written documentation of diagnosis and receive ongoing treatment.*

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## ARTICLE 29 - LEAVES OF ABSENCE WITHOUT PAY

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*The language in this Article continues unchanged from the previous Agreement.*

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### **29.01 - Unpaid Leaves of Absence**

#### **A. Leaves and Duration.**

The Employer may grant a leave of absence without pay to full-time and part-time employees. An employee must request in writing a leave of absence without pay at least two (2) weeks prior to the requested date, unless such advance notification cannot be provided due to extraordinary circumstances. Leaves of absence may be granted for a maximum period of six (6) months for any personal reason or to the beginning of the academic year (where the academic year is the work year), whichever is longer. A leave may also be granted for a maximum period of two (2) years for the purpose of education or training which would be of benefit to the service or for voluntary service in any governmentally sponsored program of public betterment. Renewal or extension beyond the two (2) year period shall not be allowed. A leave of absence shall neither start nor end on a holiday. The Employer may grant such unpaid leave of absence, without exhaustion of paid leaves, where mitigating or extenuating circumstances exist.

#### **B. Abuse of Leave.**

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

#### **C. Failure to Return.**

An employee who fails to return to duty within three (3) days of the completion or a valid cancellation of a leave of absence without pay, and who provides no explanation, may be removed from service in accordance with Article 13 of this Agreement. An employee who fails to return to service from a leave of absence without pay and is thereupon removed from service is deemed to have a termination date corresponding to the starting date of the leave of absence without pay.

#### **D. Return to Service.**

Upon completion of the leave of absence without pay, the employee shall be returned to the same or similar position within the employee's former classification. If the employee's former classification no longer exists, the employee shall, with approval of the Employer, be assigned to a position in a classification similar to that formerly occupied. The employee may be returned to active pay status prior to the originally scheduled expiration of the leave if such earlier return is agreed to by both the employee and the Employer.

#### **E. Civil Service Examinations.**

A provisional employee who is on a leave of absence without pay is responsible for obtaining information about and participation in any civil service test given for the employee's classification during such leave. Said provisional employee may be replaced from an eligible list in accordance with the provisions of the Ohio Revised Code in effect during the term of this Agreement.

#### **F. Service Credit.**

Authorized leaves of absence without pay will count as service credit for annual step increases, seniority and for computing the amount of vacation leave provided the employee is properly

returned to service and is not serving an original probationary period. Employees who do not return to service from a personal leave of absence shall not receive service credit for the time spent on such leave.

**G. Probationary Employees.**

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

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**Arbitration Award:**

**#841**                      *Arbitrator Minni; Grievant Sharon Wren, Ohio Veterans Children's Home, 12/31/92. See Section 5.05.*

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**29.02 - Unpaid Military Leave**

Provisions of 123:1-34-05 and 123:1-34-06 of the Ohio Administrative Code in effect during the term of this Agreement shall apply to eligible employees.

**29.03 - Sabbatical Leave**

The Employer may grant a request for sabbatical leave, without pay, for up to one (1) year. Sabbatical leave may only be granted to employees who have completed at least three (3) years of state service. Sabbatical leave shall not exceed one (1) year and shall be considered as continuous service for seniority purposes.

**A. Procedure**

1. Ninety (90) days prior to the requested leave, the employee shall submit to the appropriate administrative official a written plan for professional growth, including course(s) and/or areas of study.
2. The appropriate administrative official shall provide the employee written notice of approval or denial within thirty (30) days of receipt of the request.
3. Upon completion of sabbatical leave, the employee shall return to his/her previous work site.
4. Within three (3) weeks of return, the employee shall submit to the appropriate administrative official a transcript of course(s) taken or a written description of travel and/or area(s) of study.

**29.04 - Application of the Family Medical Leave Act**

The Employer will comply with all provisions of the Family and Medical Leave Act. For any leave which qualifies under the FMLA, the employee may be required to exhaust all applicable paid leave prior to the approval of unpaid leave.

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**Explanation:**                      *The 1997 changes deleted extraneous language and requires compliance with FMLA and clarifies that employees may be required to use all applicable paid leave prior to being granted unpaid leave.*

**Attention:**                      *Agency Directors; Labor Relations and Personnel Officers.*

**Instructions:** *Personnel Office should keep accurate leave records tracking FMLA leave to ensure that the permissible twelve weeks is not extended or denied.*

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## ARTICLE 30 – VACATION

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*The language in this Article continues unchanged from the previous Agreement.*

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### **30.01 - Vacation Scheduling**

A. Employees eligible to receive vacation may submit vacation requests, in amounts of full days, between March 1 and March 31 for the twelve (12) month period beginning May 1 of that year through April 30 of the following year. In cases of conflict, such requests shall be approved on the basis of state seniority. The Employer shall respond to these requests by April 25. Vacation requests may also be submitted during other times of the year at least three (3) days in advance and shall be approved on a first-come, first-serve basis regardless of seniority. This time limit may be waived at the discretion of the Employer. At the State Library vacation leave shall be requested and approved according to agency policy. Such policy shall be developed after discussion with the Association. Vacations shall be approved by the Employer for the time requested by the employee insofar as adequate scheduling of the work unit permits.

If an employee is reaching the maximum accrual of vacation time, and requests vacation leave with proper advance notification, the Employer will approve such requests, if possible, to prevent the loss of vacation leave by the employee. When an employee's vacation reaches the maximum level, and if the employee has been denied vacation during the past twelve (12) months, the employee will be paid for the time denied.

If an employee is called to work from a scheduled vacation leave period, the employee will have the right to take the vacation leave at a later time and will be paid at time and one-half (1 1/2) for the time the employee is in on-duty status. The employee shall also be reimbursed, upon submission of appropriate evidence, for any costs incurred as a result of canceling an approved vacation leave or being called to work from his/her vacation.

B. Upon the implementation of the Department of Youth Services quarter system, but no earlier than May 1, 2001, the following vacation scheduling shall apply to vacation accrued by classroom teachers after the implementation date:

1. Not less than one-half of the annual vacation accrual must be taken on breaks. The Employer is not prohibited from approving the use of such time on other than break periods.
2. Vacation use outside of break periods shall be approved by the Employer for time requested by employees insofar as adequate scheduling of the work unit permits. In cases of multiple requests for the same time period, such request shall be approved on basis of state seniority.

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**Explanation:** *Upon implementation of the DYS quarter system, but no earlier than May 1, 2001, classroom teachers must take not less than one-half of annual vacation accrual on breaks.*

**Attention:** *Agency Labor Relations, Human Resources and Payroll Officers.*

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### 30.02 - Rate of Accrual for Full-Time Employees

Service credit as defined in Article 25 shall be used to calculate vacation accrual.

An employee who has retired in accordance with the provisions of any retirement plan offered by the State and who is employed by the State or any political subdivision of the State on or after June 24, 1987, shall not have his/her prior service with the State or any political subdivision of the State counted for the purpose of computing vacation leave. The accrual rate for any employee who is currently receiving a higher rate of vacation accrual will not be retroactively adjusted. All previously accrued vacation will remain to the employee's credit. The prospective accrual rate will be adjusted effective with the pay period that begins September 1, 1994.

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**Explanation:** *The language changes in 1994 incorporated into the Contract the parties' understanding that a retiree from State service who is subsequently hired again by a State employer shall not have his/her total State service counted for purposes of vacation accrual, only service time since returning from retirement.*

**Attention:** *Agency Labor Relations and Personnel Officers, DAS Division of Personnel.*

**Instructions:** *Prior to July 1, 1994 Personnel Officers of all State agencies must advise DAS Payroll of the dates of hire of any current employees who were hired after having retired from State employment. The employees will not lose any vacation time already accrued, but will accrue vacation hours according to service time since returning to State service, rather than at service time before retirement plus new service time. Vacation accrual rates for those persons shall be adjusted with the pay period beginning June 26, 1994.*

**Effective Date:** *July 1, 1994*

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Full-time employees shall be granted vacation leave with pay as follows for hours in active pay status:

<b>Length of State Service</b>	<b>Per Pay Period</b>	<b>Accrual Rate Per Year</b>
Less than 1 year	3.1 hours	80 hours upon completion of one year of service
1 year or more	3.1 hours	80 hours
5 years or more	4.6 hours	120 hours
10 years or more	6.2 hours	160 hours
15 years or more	6.9 hours	180 hours
20 years or more	7.7 hours	200 hours
25 years or more	9.2 hours	240 hours

**30.03 - Maximum Accrual for Full-Time Employees**

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

<b>Annual Rate of Vacation</b>	<b>Accumulation Maximum</b>
80 hours	240 hours
120 hours	360 hours
160 hours	480 hours
180 hours	540 hours
200 hours	600 hours
240 hours	720 hours

**30.04 - Charge of Vacation Leave**

Vacation leave which is used by an employee shall be charged in minimum units of one -tenth (1/10) of an hour.

**30.05 - Rate of Accrual for Part-Time Employees**

In accordance with the accrual schedule in Section 30.02, part-time employees shall accrue 3.1 hours of vacation for each eighty (80) hours in active pay status. An employee is not eligible to utilize vacation leave until he/she has accumulated a total of two-thousand eighty (2080) hours in active pay status.

**30.06 - Conversion of Vacation Leave Credit Upon Separation From Service**

A full-time employee with at least one (1) year of service shall be entitled upon separation for any reason to a cash conversion of all vacation leave up to three (3) years accrual. However, a part-time employee who has not worked a total of two-thousand eighty (2080) hours shall not be entitled to a cash conversion of vacation leave upon separation of service.

**30.07 - Transfer of Vacation Leave**

An employee who transfers from one state agency to another shall be credited with the unused balance of his/her vacation leave.

**30.08 - Death of an Employee**

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

## ARTICLE 31 – HOLIDAYS

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*The language in this Appendix continues unchanged from the previous Agreement except for minor housekeeping changes.*

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### **31.01 - List of Days**

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

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

\*Columbus Day shall be observed by all bargaining unit employees except those in the institutions of the Departments of Mental Health, Rehabilitation and Corrections, and Youth Services, who shall observe the day after Thanksgiving Day in lieu of Columbus Day.

A holiday falling on a Sunday will be observed on the following Monday, while a holiday falling on a Saturday will be observed on the preceding Friday. In work facilities which operate on Saturday and/or Sunday, the holiday will be observed on the day on which it falls. The Schools for the Deaf and Blind shall observe Veterans' Day on either a Friday or a Monday when the actual day of the holiday falls on a Tuesday, Wednesday, or Thursday. The day Veterans' Day will be observed shall be set forth in the school calendar.

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**Rationale:** *In 1994 the Schools for the Deaf and Blind requested the new language for the convenience of parents and students who on mid-week holidays must be transported from school to home two times within one week.*

*Note: 1997 changes limited to deletion of MRDD and OVCH.*

**Attention:** *Agency Labor Relations, Payroll and Personnel Officers, Supervisors, DAS Payroll.*

**Instructions:** *School calendars will reflect that Veteran's Day will always be observed on either a Friday or a Monday when the actual holiday falls on a Tuesday, Wednesday or Thursday. The Union should be notified as far in advance of*

*the day as possible.*

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### **31.02 - Holiday Pay**

Full-time employees are automatically entitled to eight (8) hours of holiday pay (base rate of pay) regardless of whether they work on the holiday. Employees who are scheduled to work more than eight (8) hours in a day, will receive the holiday pay for the hours that they are normally scheduled to work. For example, employees who work a ten (10) hour day will receive ten (10) hours of holiday pay for the holiday. Employees on such alternative schedules whose day off falls on the recognized holiday shall have their next scheduled work day designated as the holiday for purposes of this Article. Compensation for working on a holiday is in addition to the automatic holiday pay and shall be computed at the rates prescribed in Section 31.03.

1. An employee on vacation or scheduled sick leave during a holiday will not be charged vacation or sick leave for the holiday. Employees who are scheduled to work and call off sick the day of a holiday forfeit their right to holiday pay for that day.
  2. An employee on leave of absence without pay (no-pay status) shall not receive payment for a holiday. A leave of absence without pay shall neither start nor end on a holiday.
  3. An employee in no-pay status shall not receive holiday compensation.
  4. Full-time employees with work schedules other than Monday through Friday are entitled to pay for any holiday observed on day off.
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**Explanation:** *The 1997 changes clarifies that employees scheduled to work more than eight (8) hours a day receive holiday pay for the number of hours scheduled. New language also provides that employees on such alternate work schedules, whose days off fall on the actual holiday, shall have their next scheduled workday designated as the holiday.*

**Attention:** *Agency Labor Relations, Human Resources and Payroll Officers.*

**Instructions:** *Pay employees on alternative work schedules appropriate payment.*

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### **31.03 - Computation of Holiday Pay or Compensatory Time**

An employee who is required to work a holiday or is called in may choose to receive overtime pay equivalent to one and one-half (1 1/2) times the hours worked times the base rate of pay or receive compensatory time equivalent to one and one-half (1 1/2) times the hours worked.

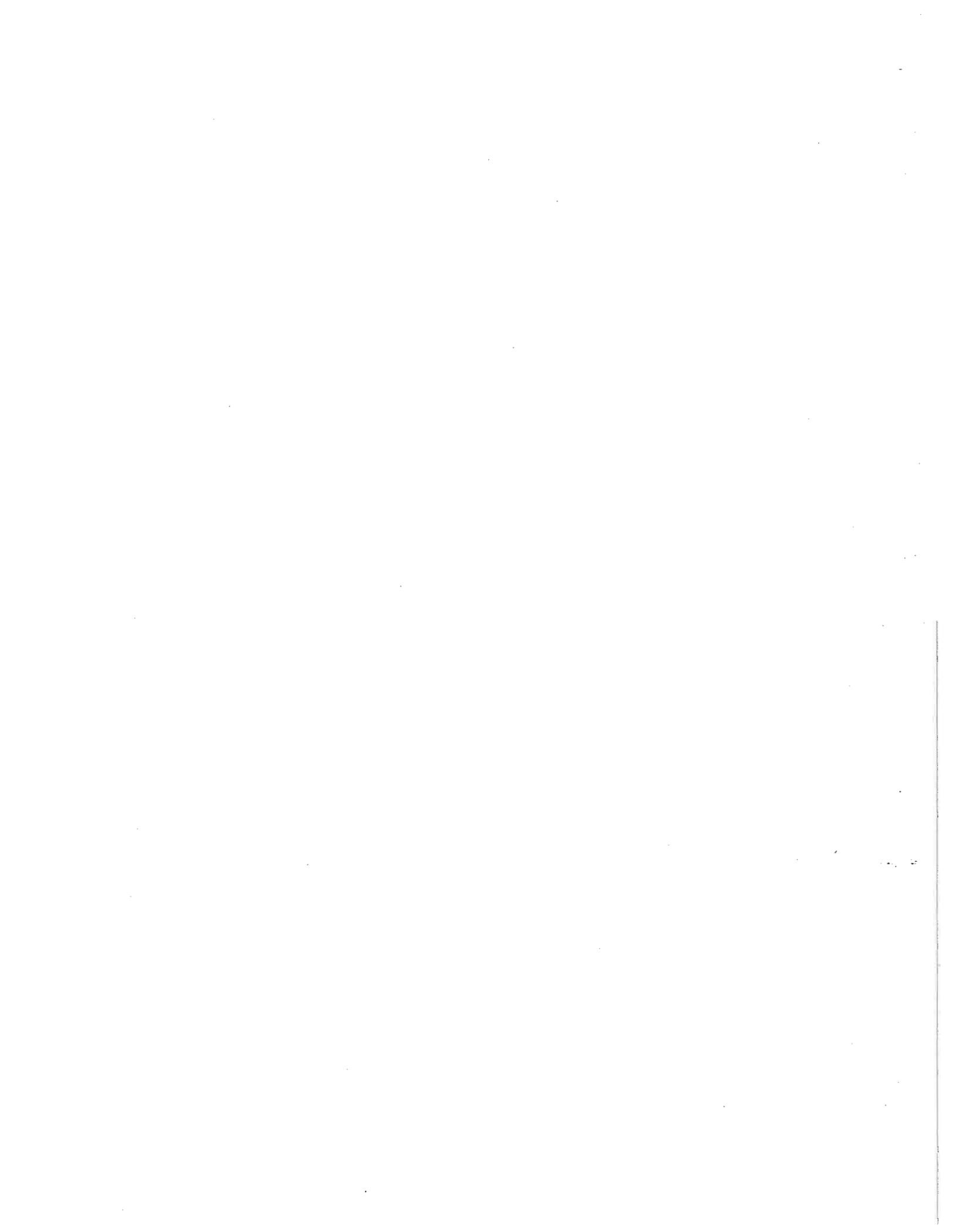
Holiday compensatory time will be used by the end of the year or by June 30th of the following year if the work occurred in the second half of the year.

Upon separation from state service for any reason including retirement, employees will receive compensation for all holiday compensatory time earned but not used pursuant to this Section at the rate of pay in effect at the date of separation.

### **31.04 - Part-Time Employees**

Part-time employees will be paid holiday pay for any holiday on which they are ordinarily scheduled. They shall be paid for the number of hours for which they would have ordinarily been

scheduled regardless of whether they work on the holiday. If part-time employees are required to work on the holiday, or are called in, they shall be paid in accordance with Section 31.03.



## ARTICLE 32 – BENEFITS

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### **SUMMARY OF HEALTH CARE CHANGES**

*In general the Article has been reduced in size and simplified in structure.*

*The detailed explanation of the Health Plan has been eliminated. Please reference OCSEA and Joint Health Care Committee for details.*

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The Employer shall provide a comprehensive health care insurance program to all permanent full-time and part-time employees who shall have the right to choose among any qualified health plans which are available in their area. Health Plan characteristics and benefits shall be as provided in the Employer's Agreement with the Ohio Civil Service Employees Association (hereinafter OCSEA).

~~Regardless of the plan, employees will pay ten percent (10%) of the premium, provided however, that for an HMO health plan the Employer will pay the lesser of 1) ninety percent (90%) of the statewide HMO single and family average rates.~~

Regardless of the plan, employees will pay ten percent (10%) of the premium, provided however, that for an HMO health plan the Employer will pay the lesser of 1) 90 percent (90%) of the statewide HMO single and family average rates or 2) 90% of the Ohio Med PPO single and family rates.

Effective July 1, 2005, employees will pay fifteen percent (15%) of the premium, provided however, that for an HMO health plan, the Employer will pay the lesser of 1) eighty-five percent (85%) of the statewide HMO single and family average rates or 2) eighty-five percent (85%) of the Ohio Med PPO single and family rates. The Employer's premium share of ~~90 percent (90%)~~ shall be paid on behalf full-time and part-time employees as provided in the Employer's Agreement with OCSEA.

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**Explanation:** *The Employer shall continue to pay ninety percent (90%) of the health care premium for the first two (2) years of the agreement. Employees will continue to pay ten percent (10%) of the premium. The Employer's contribution will be reduced to eighty-five percent (85%) during the third year of the agreement. Beginning July 1, 2005, employees will pay fifteen percent (15%) of the health care premium.*

**Attention:** *DAS/HRD Payroll Office*

**Effective Date:** *July 1, 2005 – increase employees' share of health care premium to 15%*

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Eligibility provisions for employees enrolling in State provided health care plans shall remain the same as those in effect in the Employer's Agreement with OCSEA. Deductibles and co-payments for all benefit programs shall be the same as those prescribed in the Employer's Agreement with OCSEA.

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At least every other year the Employer shall conduct an open enrollment period, at which time employees shall be able to enroll in a health plan, continue enrollment in their current plan, or switch to another plan, subject to plan availability in their area. The timing of the open enrollment period shall be established by the Director of The Department of Administrative Services (DAS), in consultation with the Joint Health Care Committee. Changes outside of open enrollment may only occur prescribed in the Employer's Agreement with OCSEA.

There shall be established a Joint Health Care Committee composed of representatives of management, and of the various labor unions representing State employees. The Committee shall meet regularly to monitor the operation of the State's health care plans, and to make recommendations for the improvement of the plans and cost containment procedures.

The Employer shall provide all dental and vision benefits to the extent and in the manner outlined in the Employer's Agreement with OCSEA and the **Union** Benefits Trust. ~~[NOTE: Benefits Trust provisions shall be held open pending discussions of increased dental benefits by the state.]~~

---

**Explanation:**      *Healthcare Benefits are provided as negotiated in the OCSEA agreement. OEA maintains a seat on the Joint Health Care Committee and will maintain input through that process. Likewise, Dental, Vision, and Life insurance will be provided through the Benefits Trust.*

**Attention:**      *Agency Directors; Agency Labor Relations and Personnel Officers, Department of Administrative Services, Human Resources Division.*

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## ARTICLE 33 - REHABILITATION OF INJURED EMPLOYEES

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*The language in this Appendix continues unchanged from the previous Agreement except for minor housekeeping changes.*

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### **33.01 - Transitional Work Programs**

Agencies and the Association may mutually develop transitional work programs designed to encourage a return to work by an employee receiving Workers' Compensation benefits. During the time an employee is in a transitional work program, the employee will be assigned duties which the employee is capable of performing based upon the recommendation of the employee's attending physician. Upon request of the Employer employees must participate in the transitional work program unless precluded from participation by their attending physician.

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**Explanation:** *The 1997 changes deleted previous Workers' Compensation rehabilitation program language. Employees who participate in transitional work programs are more likely to experience improved recovery time and return to work permanently at the earliest opportunity. Agencies may assign limited workload to employees receiving OIL or Workers' Compensation benefits when the Agency and Union mutually agree on a program*

**Attention:** *Agency Labor Relations and Personnel Officers; Department of Administrative Services, Human Resources Division, Office of Benefits Administrative.*

**Instructions:** *Following the provision of Article 33, agencies will work with the Union to establish transitional worker programs. Once established agency personnel offices, in conjunction with HRD/OBA and MCO, will monitor the recovery of employees receiving workers' compensation benefits or OIL. Working in conjunction with the employee's attending physician it may be determined if and when the Employer should request that an employee participate in transitional work programs.*

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### **33.02 - Coverage of Workers' Compensation Waiting Period**

An employee shall be allowed full pay at regular rate during the first seven (7) consecutive calendar days of absence when he/she suffers a compensable work-related injury, arising from employment with the State of Ohio, or contracts a service-related illness with a duration of more than seven (7) consecutive days. If the injury/illness has a duration of more than fourteen (14) consecutive days and the employee receives Workers' Compensation benefits for the first seven (7) consecutive days, the employee will reimburse the Employer for the payment received under this Article.

An employee may elect to take leave without pay, without exhausting accrued leave balances,

pending determination of a Workers' Compensation claim.

If an employee elects to utilize his/her sick leave, personal leave, vacation leave or compensatory time balances pending determination of a Workers' Compensation claim arising from employment with the State of Ohio, the Employer shall allow the employee, upon execution of a Wage Agreement, to buy back those leave balances within two pay periods after lost time Workers' Compensation benefits are received by the employee, or shall allow the employee to choose an automatic restoration of those leave balances upon execution of a Wage Agreement.

---

**Explanation:** *Employees shall be allowed the full rate of pay at the regular rate during the first seven days when they suffer a work-related injury or illness of greater than seven days. If the injury/illness has a duration of greater than fourteen days and Worker's Comp covers the first seven days, the employee will reimburse the state for the payment received.*

*Allowances will be made for employees to restore leave balances if utilized during the waiting period.*

*Employees may take leave without pay during the waiting period for a Worker's Comp claim.*

**Attention:** *Agency Labor Relations, Personnel and Pay Roll Officers, and Department of Administrative Services, Human Resources Division, Office of Benefits Administrative.*

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### **33.03 – Other Leave Usage to Supplement Workers' Compensation**

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

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**Explanation:** *Employees may utilize sick leave, personal leave or vacation leave to supplement Worker's Comp benefits up to 100% of the employee's regular rate of pay.*

**Attention:** *Agency Labor Relations, Personnel and Pay Roll Officers, and Department of Administrative Services, Human Resources Division, Office of Benefits Administrative.*

---

### **33.04 Health Insurance**

Employees receiving lost time Workers' Compensation, Occupational Injury Leave or Hostage Leave benefits for a claim arising from employment with the State of Ohio who have

health insurance shall continue to be eligible for health insurance at no cost to the employee not to exceed twenty-four (24) months. Further, pending the approval of a Workers' Compensation claim, the Employer shall continue coverage at no cost to the employee, including the employee's share of such costs, for a period not to exceed twenty-four (24) months. The ~~e~~Employer has the right to recover such payments if the Workers' Compensation claim is determined to be non-compensable.

---

**Explanation:** *Employee's receiving Worker's Comp will continue to be eligible for health insurance benefits at no cost to the employee for up to 24 months.*

**Attention:** *Agency Labor Relations, Personnel and Pay Roll Officers, and Department of Administrative Services, Human Resources Division, Office of Benefits Administrative.*

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### **33.05 - Leave to Attend Industrial Commission Hearing**

An employee shall be granted time off with pay from regularly scheduled work hours, including travel time, sufficient to attend one hearing conducted by the Ohio Industrial Commission in the determination of the employee's ~~w~~Workers' ~~e~~Compensation claim. In addition, an employee will be granted time off with pay from regularly scheduled work hours, including travel time, sufficient to attend any hearing where the Employer contests the employee's Workers' Compensation claim.

---

**Explanation:** *Employees shall be granted time off with pay for one hearing conducted by the Industrial Commission. If the Employer contests the employee's claim, then the employee will be granted time off with pay to attend any hearings convened because of the contest.*

**Attention:** *Agency Labor Relations, Personnel and Payroll Officers, and Department of Administrative Services, Human Resources Division, Office of Benefits Administrative*

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## ARTICLE 34 - LIFE INSURANCE

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*The language in this Article continues unchanged from the previous Agreement.*

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### **34.01 - Life Insurance**

#### **Amount**

Beginning with the first year anniversary of employment, the Employer will provide a group life insurance policy equal to the employee's annual salary rounded upward to the next highest thousand at no cost for all employees. The amount of insurance provided to employees sixty-five (65) years of age but under seventy (70) years of age shall be reduced to sixty-five percent (65%). For employees age seventy (70) and over, the amount of insurance provided shall be reduced to fifty percent (50%).

#### **34.02 - Conversion**

In the event the employee terminates from state service or is on an unpaid leave of absence or reaches age 70, the employee may convert his/her life insurance to a private policy by paying the premium rate within the thirty-one (31) day conversion privilege date.

#### **34.03 - Disability Coverage**

In the event an employee uses all accumulated sick leave and then goes on an extended medical disability, the Employer shall continue at no cost to the employee the coverage of the group life insurance for such employee for the period of such extended leave, but not beyond two (2) years.

#### **34.04 - Optional Life Insurance**

The State shall make available Optional Term Life Insurance to employees. The cost will be paid by the employee on a payroll deduction basis. The available coverage will be at least two times the employee's salary.

#### **34.05 - Benefits Trust**

The benefits of this Article shall be administered by the Union Benefits Trust. Except for established payroll deductions for programs and organizations in effect on the effective date of this Agreement, along with any deductions, no additional payroll deductions for dues, fees or contributions shall be provided to any individual or organization without prior written consent of the Association and the Employer.

## ARTICLE 35 - EMPLOYEE AWARDS SYSTEM

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*The language in this Article continues unchanged from the previous Agreement.*

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### **35.01 - Employee Awards System**

The Director of Administrative Services may institute an employee awards system which gives the employee an opportunity to submit suggestions that will reduce the cost or improve the quality of state services. The system shall provide reasonable standards for determining the amount, not to exceed one thousand dollars (\$1,000), for any award that may be given for a suggestion. The Department of Administrative Services shall review each suggestion and make a recommendation of the amount of award, if any, to be given. The Employer shall determine the amount of any award to be given and its determination is final and not subject to the grievance procedure.

## ARTICLE 36 – SUBCONTRACTING

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*The language in this Article continues unchanged from the previous Agreement.*

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### **36.01 - Contracting Out**

The Employer intends to use bargaining unit employees to perform work which they normally perform. However, the Employer reserves the right to contract out any work it deems necessary or desirable because of greater efficiency, economy, programmatic benefits or other related factors.

Changes in State policy or methodology for delivering services may result in the discontinuation of services or programs directly operated by the State.

Every reasonable effort will be made to avoid the layoff displacement of an employee as a consequence of the exercise by the State of its right to contract out.

---

**Explanation:** *The 1994 changes clarify the right of the State to change services and/or programs while making reasonable efforts to avoid layoffs of bargaining unit employees.*

**Attention:** *Agency Labor Relations Officers and Supervisors.*

**Instructions:** *Agencies should be prepared to demonstrate their efforts to avoid layoff and displacement when they exercise subcontracting rights.*

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### **36.02 - Facility Closings/Service Elimination**

Should it become necessary to close a facility or eliminate a service, the following guidelines will be utilized.

- A. Where individual facilities are closed or services eliminated, the provisions of Article 29 Layoff and Recall would apply;
- B. Departments will seek to absorb all affected employees or help laid off workers obtain employment in other areas of the public sector;
- C. A concerted effort will be made to relocate laid off employees within the framework of any new delivery system. Management will seek to involve the Union and any newly-created structure in a positive program for the hiring and possible retraining of any displaced employee;
- D. In cooperation with the Union, the agencies will aggressively search for any available program assistance for the purpose of job training and/or placement. The joint efforts of the Union and Management will closely examine all possible avenues for human resource assistance both in the public and private sectors.

### **36.03 - Contracting-In**

The Union will be granted a reasonable opportunity to demonstrate that bargaining unit employees can competitively perform work which has been previously contracted out, including

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access to available information regarding costs and performance audits. In considering renewal or continuation of competitively bid contracts for work normally performed by bargaining unit employees, which has been contracted out, to the extent feasible the employer will examine information provided 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.

---

**Explanation:** *In 1994 the Association argued that in some contracting out situations the cost of contracting out exceeded the cost of bargaining unit employees doing the work.*

*A 1997 change added the initial contracting out of work, giving the Association the right to submit information to the Employer that the bargaining unit can perform the work with greater efficiency, set prior to contracting out the work.*

**Attention:** *Agency Labor Relations, Personnel Officers and Supervisors.*

**Instructions:** *Before contracting out or renewal of a contract the Agency must afford the Association the opportunity to have information relative to the Contract and the opportunity to present information as to whether or not the work can be performed with greater efficiency by bargaining unit employees.*

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## ARTICLE 37 - EARLY RETIREMENT INCENTIVE

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*The language in this Article continues unchanged from the previous Agreement.*

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Whenever an Early Retirement Plan is voluntarily initiated, and/or developed as a result of statutory compliance by an Agency within a specific work unit, and Bargaining Unit 10 employees are affected by a layoff or closing, the Employer will offer the Early Retirement Incentive Plan to eligible Bargaining Unit 10 employees at such work unit.

## ARTICLE 38 - NO STRIKE/NO LOCKOUT

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*The language in this Article continues unchanged from the previous Agreement.*

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### **38.01 - No Strike**

The Association shall not authorize or sanction and employees of the bargaining unit shall not instigate, participate in or cause any strike as defined in Section 4117.01(H) of the Ohio Revised Code. If an employee in the bargaining unit participates in or promotes a strike as determined by the State Employment Relations Board pursuant to Section 4117.23 of the Ohio Revised Code, the employee may be subject to the penalties outlined in Section 4117.23.

### **38.02 - No Lockout**

The Employer shall not authorize or sanction a lockout of bargaining unit members for the duration of this Agreement.

## ARTICLE 39 – TRAVEL

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*The language in this Article continues unchanged from the previous Agreement.*

---

### **39.01 - Overnight Stays**

Current practices regarding authorization for overnight stays shall continue. Overnight stay shall not be considered as travel time or hours worked. However, an employee required to spend two (2) or more consecutive days at a place other than his/her normal report-in location shall be granted travel time for one round trip.

### **39.02 - Personal Vehicle**

If the Agency requires an employee to use his/her personal vehicle, the Agency shall reimburse the employee with a mileage allowance of not less than thirty (\$.30) cents but if the Internal Revenue Service's rate is reduced to an amount lower than thirty (\$.30) cents, the rate will be set at the Internal Revenue Service's rate. If an employee uses a motorcycle, he/she will be reimbursed no less than ten and one-half (\$.105) cents per mile.

### **39.03 - Travel Reimbursement**

If an employee is required to travel in state over forty-five (45) miles from both his/her headquarters and residence or travel out of state, he/she shall receive the appropriate in-state or appropriate out-of-state reimbursement for actual expenses incurred. The Agency may require receipts or other proof of expenditures before providing reimbursement.

### **39.04 - In-State Travel**

If the Agency Head or designee requires an employee to stay overnight in the state, the employee shall be reimbursed up to sixty-five (\$65.00) dollars plus tax per day for actual lodging expenses incurred, and for actual meal expenses incurred up to thirty (\$30.00) dollars per day prorated in accordance with the regulations of the Office of Budget and Management (OBM). These rates shall be adjusted upward in accordance with OBM's regulations should the reimbursement rates increase. The Agency may require receipts or other proof of expenditures before providing reimbursement.

### **39.05 - Out-of-State Travel Within the United States**

If the Agency requires an employee to stay overnight out of the state, the employee shall be reimbursed the actual lodging cost incurred within reason and the employee may choose to receive either actual cost up to a maximum rate of thirty (\$30.00) dollars per day without providing receipts to OBM, or sixty (\$60.00) dollars per day with receipts provided to OBM for meal expenses. However, the Agency may require receipts or other proof of expenditures before providing reimbursement. These rates are subject to proration and upward adjustment in accordance with OBM's regulations.

### **39.06 - Travel Outside the United States**

If the agency requires an employee to stay overnight outside the United States, the employee shall be reimbursed the actual lodging cost incurred within reason, and actual meal expenses up to a maximum rate of seventy-five (\$75.00) dollars per day with receipts provided to OBM. The maximum meal rate is authorized only during the portion of the trip that is outside the United States.

### 39.07 - Meal Gratuities

Reimbursement of meal gratuities is authorized at actual expense, but not to exceed fifteen percent (15%) of the actual meal expense. The amount of the gratuity shall count against the applicable maximum meal rate for in-state travel, out-of-state travel, and travel outside the United States.

### 39.08 - Other Travel-Related Gratuities

Reimbursement of other travel-related gratuities, including, but not limited to, porter, housekeeping, and taxi is authorized subject to the following limitations:

- A. Actual cost up to a maximum rate of ten (\$10.00) dollars per day for an overnight traveler on the day of travel departure and on the day of return from travel.
- B. Actual cost up to a maximum rate of five (\$5.00) dollars per day for an overnight traveler on any day of travel other than the day of departure or day of return, or for a traveler who is not traveling overnight.

### 39.09 - Payment

The State shall be committed to making reimbursement to employees within thirty (30) days of submission of completed and proper expense reports. The thirty (30) days shall begin when a proper expense report is presented to the employee's supervisor for approval.

If an Agency fails to reimburse an employee within thirty (30) days, the Agency shall pay the employee interest on the amount due in accordance with OBM guidelines on prompt payment, or one (\$1.00) dollar, whichever is greater.

The State is committed to the continuance of the State credit card program. The State shall make credit cards available to all employees who regularly travel.

### 39.10 - Duty to Report

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

### 39.11

In all other travel matters not addressed by the agreement, the provisions of OBM's travel regulations or administrative rules will apply.

---

**Explanation:** *The 1997 changes added a new section on travel and reimbursement for travel expenses. The provisions are identical to OCSEA provisions.*

**Attention:** *Agency Director; Labor Relations, Personnel and Fiscal Officers.*

**Instructions:** *Consult OBM on correct reimbursement rates and procedures. Consult OCB Labor Relations Specialist on contractual entitlements.*

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## ARTICLE 40 - DURATION

### 40.01 - Duration

This Agreement shall become effective July 1, ~~2003~~ ~~2000~~ at 12:01 a.m., and remain in full force and effect through midnight June 30, 200~~3~~6.

---

**Explanation:** *Both parties proposed a three year contract, following the pattern established in other State contracts.*

**Attention:** *Agency Labor Relations and Personnel Officers, Supervisors.*

**Instructions:** *Supervisors should be made aware of the effective dates of this Agreement.*

---

### 40.02 - Purpose and Intent of the Agreement

This Agreement may be amended only by written agreement between the Employer and the Association. This is the full and final agreement on all issues and concludes collective bargaining for the term of the Agreement between the parties.

### 40.03 - Economic Benefits

Economic benefits granted by the Ohio Revised Code which are not specifically provided for or abridged by this Agreement shall be determined by those statutes. The Employer will satisfy its Collective Bargaining obligations before changing a matter which is a mandatory subject of bargaining.

### 40.04 - Bargaining

Bargaining for successor negotiations shall be accomplished in accordance with the provisions of Chapter 4117 of the Ohio Revised Code. The parties may meet prior to the initial bargaining session to set ground rules for the ensuing negotiations.

### 40.05 - Copies of Agreement

Each party shall print and pay for the number of copies of the Agreement required for its own use.

### 40.06 – Ratification Payment

**In consideration of ratification 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, which will be calculated in the following manner. For people paid according to Section 21.02, this two percent (2%) payment shall be based on the annualization of step eleven (11) of the pay range in which the employee is in on November 14, 2004, and is not to be included in the wage base. For people paid according to Section 21.05, this two percent (2%) payment shall be based on the annualization of step eleven (11) of the pay range in which the employee is in on November 14, 2004, and is not to be included in the wage base. For people paid according to Section 21.09, 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/STRS withholding.**

---

**Explanation:** *To ensure that employees received the two percent (2%) payment with their first paycheck in December 2004, the parties agreed to require parties to be on active payroll on November 14, 2004, which is the first day of the pay period before the first pay check in December 2004.*

*To receive the payment, employees must meet several conditions:*

*1) Employees must work continuously in positions for the Employer on both March 6, 2003 and November 14, 2004.*

*2) Employees must be on the active payroll on both dates listed above. "Employees on active payroll" includes employees who are continuously and actively working; or those who are on military leave, Workers' Compensation Leave, Occupational Injury Leave ("OIL"), disability leave, laid off and recalled or on a voluntary leave of absence. Employees on a voluntary leave of absence and less than full-time employees shall have their payment prorated based on the number of hours worked in the twenty-six (26) pay periods preceding November 14, 2004.*

*Employees who have been terminated, laid off (and not recalled), retired, resigned, are subject to any type of disability separation or are otherwise no longer on active payroll will not receive the two percent (2%) payment.*

*The two percent (2%) ratification payment shall not be subject to retirement fund withholding because the payment is not considered "wages." Under Ohio law, the two percent (2%) payment will be subject to child support withholding orders.*

**Attention:** *Agency Labor Relations and Personnel Officers, DAS/HRD Office of Payroll.*

**Instructions:** *DAS/HRD Office of Payroll will calculate the two percent (2%) ratification payment.*

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**APPENDIX A - SAMPLE PERFORMANCE EVALUATION FORM**

The forms on the following pages constitute the performance evaluation forms referenced in Article 8 of this Agreement. The Employer may change these forms with prior notice to the Association.

**State of Ohio  
Performance Review System  
Bargaining Unit Teacher**

	NAME	SSN
	CLASSIFICATION TITLE	REVIEW PERIOD To
AGENCY/DIVISION/SECTION	PCN	REVIEW DEADLINE

**REVIEW TYPE:**     MID-PROBATIONARY     FINAL PROBATIONARY     ANNUAL     SPECIAL

**PURPOSE**

- Performance Review is utilized by each state agency to:
- Work toward attainment of agency mission, goals and objectives
  - Inform the employees of strengths, weaknesses and progress
  - Improve performance and productivity
  - Strengthen work relationships and improve communication
  - Develop employee skills
  - Recognize accomplishments and good work
  - Determine exemplary performance
  - Determine merit step advancement
  - Document employee performance

**TIMELINES**

Performance of probationary employees will be reviewed twice. The first performance evaluation must be completed within thirty days of the conclusion of the first half of the probationary period. The second evaluation must be completed within thirty days of completion of the probationary period, unless the employee is given a probationary removal or reduction, in which case the final evaluation will be made at the time of removal or reduction. The final probationary evaluation must state whether the employee is to be retained or reduced. Thereafter, reviews must be conducted annually and must be completed and signed by all parties by the review deadline. The evaluation date for employees paid directly by warrant of the auditor of state shall be sixty days prior to the date on which the employees become eligible for step advancement consideration. Employees who are not recommended for step advancement shall not be reconsidered for step advancement sooner than six months from the date of the employee's most recent performance evaluation.

**RATING LEVEL DEFINITIONS**

**Goal and Objective Rating Levels:**

**Above Target:** Employees are those quality contributors who make a significant difference to the organization by achieving challenging objectives. Their overall performance regularly exceeds performance standards. Others recognize them as being critical to the team's success.

**On Target:** Employees contribute to the organization and meet all performance standards. They are recognized as being essential to their job function. They are valued team members and individual contributors.

**Below Target:** Employees are not satisfactorily contributing to the organization because they have not consistently met the performance standards required for their job function. They should be provided with a structured performance improvement plan.

**Dimension Rating Levels:**

**Above:** Performance exceeds the job requirements. Job performance is excellent and above and beyond what is expected of employees in this job. The employee requires less than usual supervision.

**Meets:** Performance satisfies the job requirements. The employee is doing the job at the level expected for employees in this position. Usual levels of supervision are needed.

**Does Not Meet:** Performance generally fails to meet job requirements; employee requires high levels of supervision.

**RATER INSTRUCTIONS**

**1. Schedule the Performance Review Conference at least two days in advance.**

- Provide the employee with a copy of the following:
  - The current position description
  - The last performance review
  - The Organization's Mission Statement and Goals
  - The agreed upon goals, objectives and measures; and divisional or section goals as they relate to the organization
- Encourage the employee to review his/her performance prior to the conference.

- Accomplishment and impact of planned goals and objectives
- Accomplishment and impact of unplanned tasks as agreed to with the employee
- Impact of unaccomplished goals and objectives
- The defined dimensions as they relate to overall performance
- Make suggestions as needed for improving performance and ask if the employee requires any help improving his/her performance.
- Discuss and determine the maintenance and breakthrough goals, objectives and measures for the next year and record them.

**2. Review the Position Description and the last Performance Review Form. Also consider the following:**

- Work product files
- Written observations of job performance
- Significant job-related incidents
- Job-related observations of others who work closely with the employee, including supervisors and managers
- Goals and objectives as they relate to the employee's responsibilities
- Unplanned tasks and accomplishments

**4. Complete the Performance Review Form with the employee.**

- Attach Goals and Objectives Attachment Forms to page 2. Review the agreed upon goals and objectives and record as follows:
  - Mark the "Completed" or "In Progress" box
  - Mark the appropriate rating "Above Target," "On Target," "Below Target"
  - Provide written comments to justify each rating
  - Enter any unplanned tasks and mark them "Completed" or "In Progress" and provide an appropriate rating and justification
- Review the defined dimensions and record the appropriate rating. Support the rating with comments.
- Where the employee is rated as "Below Target" or "Does Not Meet," it is mandatory that remarks be included on the Performance Improvement Plan which indicate how the employee can reach an acceptable level of performance by the next review conference.

**3. Hold the Performance Review Conference.**

- Provide strict privacy; put the employee at ease; encourage employee input in discussion of performance.
- Review the following as applicable:

- Complete the Performance Summary
  - For all employees eligible for step advancement, mark either "Satisfactory" or "Unsatisfactory" in the "Overall Rating" box.
  - If the employee has performed at an exemplary level, mark "Yes" or "No" in the "Exemplary Performance" box.
  - In the space provided for "Rater Comments" provide written justification for the employee's overall rating and exemplary status.
  - Sign and date the form in the rater signature area and forward the form to the reviewer.
- 5. The Reviewer.**
  - Ensures that the rater has complied with all of the instructions and returns incomplete forms to the rater
  - Reviews the form, adds comments, signs and dates in the area provided
  - Forwards the form to the appointing authority
- 6. The Appointing Authority.**
  - Reviews and signs the Performance Summary and forwards to the rater
- 7. The Rater.**
  - Obtains employee signature and comments in the Performance Summary
- 8. Forms Distribution.**
  - Rater and employee are given copies, and original is retained by the agency

**ATTACH MISSION OR VISION STATEMENTS;  
ORGANIZATIONAL, DIVISIONAL AND/OR  
SECTIONAL GOALS TO THIS PAGE**

**Goals and objectives must have clearly  
defined MEASUREMENTS dealing with  
quantity, quality and timeliness.**



## State of Ohio Performance Review System

### GOALS

GOALS	STATUS	MEASURE	COMMENT ON ACHIEVEMENT
1.	<input type="checkbox"/> Completed <input type="checkbox"/> In Progress <input type="checkbox"/> Completed <input type="checkbox"/> In Progress <input type="checkbox"/> Completed <input type="checkbox"/> In Progress <input type="checkbox"/> Completed <input type="checkbox"/> In Progress	Above Target <input type="checkbox"/> On Target <input type="checkbox"/> Below Target <input type="checkbox"/> Above Target <input type="checkbox"/> On Target <input type="checkbox"/> Below Target <input type="checkbox"/> Above Target <input type="checkbox"/> On Target <input type="checkbox"/> Below Target <input type="checkbox"/> Above Target <input type="checkbox"/> On Target <input type="checkbox"/> Below Target <input type="checkbox"/> Above Target <input type="checkbox"/> On Target <input type="checkbox"/> Below Target <input type="checkbox"/>	
2.			
3.			
4.			

### DIMENSIONS

<p><b>QUALITY</b> Demonstrates knowledge of subject matter. Applies knowledge to complete work in an accurate, neat, well-organized, thorough manner.</p>	<input type="checkbox"/> Above <input type="checkbox"/> Meets <input type="checkbox"/> Does Not Meet	
<p><b>QUANTITY/TIMELINESS</b> Accomplishes volume of assignments expected on schedule. (Should reflect the entire scope of the employee's duties.)</p>	<input type="checkbox"/> Above <input type="checkbox"/> Meets <input type="checkbox"/> Does Not Meet	
<p><b>TEAMWORK</b> Contributes to group effort. Establishes positive working relationship with others. Cooperates with supervisors.</p>	<input type="checkbox"/> Above <input type="checkbox"/> Meets <input type="checkbox"/> Does Not Meet	
<p><b>PLANNING/PREPARATION</b> Conducts research, develops lesson plans and prepares supporting materials/exercises to aid in effective delivery of instruction. Sets priorities and manages concurrent assignments.</p>	<input type="checkbox"/> Above <input type="checkbox"/> Meets <input type="checkbox"/> Does Not Meet	
<p><b>COMMUNICATION</b> Relays accurate and appropriate information, oral and written, in a clear, concise manner. Uses a variety of teaching methods. Promotes student participation and maintains student interest. Builds positive relationships with supervisors, the public and parents (where applicable).</p>	<input type="checkbox"/> Above <input type="checkbox"/> Meets <input type="checkbox"/> Does Not Meet	
<p><b>PROBLEM SOLVING/DECISION MAKING</b> Identifies, analyzes and interprets problems and determines alternate solutions. Assesses students effectively.</p>	<input type="checkbox"/> Above <input type="checkbox"/> Meets <input type="checkbox"/> Does Not Meet	
<p><b>STUDENT/CLIENT INTERACTION</b> Assists students/clients in performing tasks and improving behavior. Ensures well-being and safety of individuals within scope of responsibility. Respects individual differences of students/clients; is reasonable and impartial.</p>	<input type="checkbox"/> Above <input type="checkbox"/> Meets <input type="checkbox"/> Does Not Meet	

**State of Ohio Performance Review System**  
**PERFORMANCE IMPROVEMENT PLAN**

<b>Improvement Opportunities</b>	<b>Plan</b>





## APPENDIX B - SAMPLE GRIEVANCE FORM

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*The language in this Article continues unchanged from the previous Agreement.*

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The following is a sample grievance form.

**UNIT 10  
EDUCATION AND LIBRARY SERVICES  
EMPLOYEE GRIEVANCE FORM**

TO BE COMPLETED BY THE EMPLOYEE (Please Print or Type)

Department	Date		
Institution	SS No.		
Employee Name	Work Telephone No.		
Classification Title	Date of Incident Giving Rise to Grievance		
Explanation of Grievance:			
The above mentioned action(s) violate(s), misinterpret(s) or misrepresent(s) the Agreement between SCOPE/OEA and the State of Ohio.			
Specific Violation of Article _____			
Specific Violation of Article _____			
Specific Violation of Article _____			
Remedy Sought			
Employee Signature	Date		
TO BE COMPLETED BY THE APPROPRIATE MANAGEMENT REPRESENTATIVE:			
<u>Date Received</u>	<u>Date Notified</u> <u>Assoc. Representative</u>	<u>Date of</u> <u>Meeting</u>	<u>Date of Grievance</u> <u>Response</u>
Step 1			
Step 2			
Step 3			



**APPENDIX C - SAMPLE GRIEVANCE SETTLEMENT FORM**

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*The language in this Article continues unchanged from the previous Agreement.*

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The following is a sample grievance settlement form.

**GRIEVANCE SETTLEMENT AGREEMENT**

This Agreement made \_\_\_\_\_ by and between the \_\_\_\_\_ (\_\_\_\_\_) SCOPE - State Council of Professional Educators (OEA/NEA), and \_\_\_\_\_ (Employee), parties hereto.

WHEREAS, there is now pending, a grievance filed by the above named employee and OEA against (\_\_\_\_\_) pursuant to the Department of Administrative Services, Division of Human Resources, Office of Collective Bargaining Agreement, identified as grievance number \_\_\_\_\_ based on the following allegations:

WHEREAS, (\_\_\_\_\_) denies any liability in connection with the alleged claim;

WHEREAS, all parties hereto wish to reach a full and final settlement of all matters and causes of action arising out of the claim hereinafter set forth;

Now therefore, all parties hereto, in consideration of their mutual covenants and agreements to be performed, as hereinafter set forth, agree as follows:

OEA agrees to waive any and all rights it may currently or subsequently possess to obtain any reparation, restitution or redress for its members as a result of the events which formed the basis of the aforementioned grievance, including the right to have the grievance resolved through arbitration, or through resort to administrative appeal or through the institution of legal action.

OEA agrees to withdraw the aforementioned grievance and to waive its right to pursue any and all claims that may arise as a result of the implementation of the terms of this Agreement.

All parties to this Agreement hereby acknowledge and agree that this Agreement is in no way precedent setting. This Agreement shall not be introduced, referred to, or in any other way utilized in any subsequent arbitration, litigation, or administrative hearing except as may be necessary to enforce its provisions and terms.

\_\_\_\_\_  
Human Resources Division                      Date  
Office of Collective Bargaining

\_\_\_\_\_  
Human Resources Division                      Date  
Office of Collective Bargaining

\_\_\_\_\_  
OEA, SCOPE    Date

\_\_\_\_\_  
OEA, SCOPE    Date

(This settlement is valid without the Employee's signature. The Employee's signature is only needed to obtain waiver of individual rights).

Employee agrees:

To waive any and all rights they may currently or subsequently possess to receive any reparation, restitution or redress for the events which formed the basis of the aforementioned grievance, including the right to resort to administrative appeal or through the institution of legal action. Employee specifically agrees to withdraw the following actions which are currently pending:

I have read the above paragraph and I am making a KNOWING and VOLUNTARY Waiver of my rights as set forth above.

\_\_\_\_\_  
Grievant    Date

**APPENDIX D - SAMPLE POSITION AUDIT GRIEVANCE FORM**

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*The language in this Article continues unchanged from the previous Agreement.*

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The following is a sample of the Unit 10 position audit grievance form.

**POSITION AUDIT GRIEVANCE FORM**

**INSTRUCTIONS:** Please provide all information requested on this form. Answer all questions completely and do not leave any blanks. Insufficient or inadequate information may delay the processing of your grievance. Please print.

**I. EMPLOYEE INFORMATION**

**Name:** \_\_\_\_\_ **Date:** \_\_\_/\_\_\_/\_\_\_

**Social Security Number:** \_\_\_ - \_\_\_ - \_\_\_ **Work Phone:** \_\_\_\_\_

**Agency:** \_\_\_\_\_ **Work Location:** \_\_\_\_\_

**Normal Working Hours:** \_\_\_\_\_

**Bargaining Unit/Union:** \_\_\_\_\_

**Immediate Supervisor:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**II. JOB INFORMATION**

**Class Title:** \_\_\_\_\_ **Class Number:** \_\_\_\_\_

**Describe your job for which you were hired:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**List duties outside of your classification being performed. (Attach additional sheets if necessary):**

<b>Duty</b>	<b>Hours per day</b>	<b>Hours per week</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Date you began these duties:** \_\_\_/\_\_\_/\_\_\_ **Date ended:** \_\_\_/\_\_\_/\_\_\_

**How did you obtain these duties?**

\_\_\_\_\_  
\_\_\_\_\_

**List any machines, tools or equipment used performing duties outside your classification.**

\_\_\_\_\_

**To what classification do you believe these duties belong?**

\_\_\_\_\_

How closely are you supervised? Please include how often you discuss your work or receive instruction from your supervisor.

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You may write comments below.  
(Attach additional sheets if necessary):

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### III. CERTIFICATION

I certify that the above statements and responses are accurate and complete to the best of my knowledge.

---

Employee Signature

Date Signed

**PLEASE NOTE:** In order to quicken the process, employees should submit a copy of their current Position Description with this form.

---

**AGENCY RESPONSE:**  
(Attach additional sheets if necessary)

Date Received: \_\_\_/\_\_\_/\_\_\_

---

Agency Director or Designee

Date Signed

---

### OFFICE OF COLLECTIVE BARGAINING RESPONSE:

Date Received: \_\_\_/\_\_\_/\_\_\_  
(Attach additional sheets if necessary)

---

Director or Designee

Date Signed

---

**APPENDIX E - SAMPLE EAP PARTICIPATION FORM**

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*The language in this Article continues unchanged from the previous Agreement.*

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The following is a sample of an EAP participation agreement as referenced in Article 7.

## EMPLOYEE ASSISTANCE PROGRAM PARTICIPATION AGREEMENT

The Ohio Department of \_\_\_\_\_ (agency) and the employee agree to enter into a contract wherein the employee voluntarily agrees to seek assistance from a Health Care Provider under the Ohio Employee Assistance Program (Ohio EAP.), to deal with the problem of \_\_\_\_\_ (description of job performance deficiency)

The employee agrees to participate in a plan for a period of \_\_\_\_\_ days. Said plan will be developed by the Health Care Provider. The employee agrees to meet all of the requirements set forth in that plan. The employee also agrees to verification as to whether or not the employee is keeping scheduled appointments and is in compliance with the agreed to plan. Said verification will be made by the Case Monitor assigned in accordance with the employee's health plan contract.

A Participation Outline, including the lengths of the various aspects of service and the frequency of appointments or treatment sessions, shall be attached to and made a part of this agreement as soon as possible, but not later than thirty (30) days from the date of signing.

If the agency is unable to secure information from the Case Monitor, it shall be the employee's responsibility to provide the employer representative with such information.

The employee further agrees to participate in follow-up care as recommended and/or required by the Health Care Provider, and agrees that such follow-up care is to be verified \_\_\_\_\_ (agency) by the Case Monitor. to \_\_\_\_\_

\_\_\_\_\_ (agency) agrees that, so long as this contract is complied with in its entirety, the discipline recommended for this employee pursuant to the letter dated \_\_\_\_\_ shall be held in abeyance. Should the employee violate this contract, in any part, the recommended disciplinary procedure will be implemented.

The employee understands and agrees that further occurrences of the problem described in paragraph 1, may result in the immediate implementation of the proposed discipline.

By signing this agreement, the employee and Union agree to waive any contractual time restrictions regarding the imposition of discipline.

The employee by signing this contract acknowledges that s/he has received a copy of this contract, and has been fully informed of the terms and consequences of it, and hereby voluntarily enters into said contract after having been advised by his/her representative, if applicable.

\_\_\_\_\_ (agency) further agrees that if the employee successfully completes the agreed to plan as certified by the Ohio EAP. or its designee, seriously consider modification of the discipline imposed. \_\_\_\_\_ (agency) will review the proposed discipline and

Employee Signature	Appointing Authority or Designee
Date	Date
Union Representative	Witness
Date	Date

## APPENDIX F - DRUG-FREE WORKPLACE POLICY

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*The language in this Appendix continues unchanged from the previous Agreement except for minor housekeeping changes.*

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### **Section 1. Statement of Policy=**

- A. Both the State and the Association desire a workplace that is free from the adverse effects of alcohol and other drugs. 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 Association pledge to work collaboratively in programs designed to reduce and eradicate the abuse of alcohol and drugs.
- B. The Association recognizes the need to address problems associated with having on-duty employees under the influence of alcohol or drugs. The Association 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. 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. 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 the implementation based upon the 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 Teachers in the Blind and Deaf Schools shall not commence until such time as these 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 Section ~~7-03~~ 7.13 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. All records relating to drug tests and their results shall be maintained in the accordance with Ohio and Federal laws.
- G. All Department heads, managers, and supervisors are responsible for adherence to, implementation of, enforcement of, 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 alcohol or other drugs 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 that a test is warranted based upon the circumstances. Written documentation must be presented as soon as possible to the employee and the department head, who shall maintain this report in the strictest confidence, except that a copy shall be released to any person designated by the affected employee.

#### **2. Random Testing**

Employees in the Department of Rehabilitation and Correction and Department of Youth Services, and Teachers in the Blind and Deaf Schools 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 an Association representative, if one is available one hour prior to testing, and a Association 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, DR&C employees and Teachers in the Blind and Deaf Schools shall be maintained on a State-wide 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 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 10% to 30% of the average total of the random testing pool.
4. Any DR&C, DYS, OSSD, or OSSB employee whose name is selected to be randomly tested shall be tested within seven (7) days after the Facility/Institution received the random list. An employee who is not tested within seven (7) days after the Facility/Institution received 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 Association 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 Association 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 ~~state-wide~~ **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. An employee may be assigned to non-safety sensitive duties after testing positive.
- E. 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 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.

- F. 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.
- G. 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 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. An employee's failure to report a conviction will subject that employee to disciplinary action, up to and including termination, consistent with the just cause standards set forth in Article 13 of this Agreement. The agency head or designee may refer such employees to the Employee Assistance Program for referral and treatment.

**Section 6. Disciplinary Action:**

On the first occasion in which an employee, is determined to be under the influence of or using alcohol or other drugs while on duty and 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 or EAP Agreement. The probationary employee shall be terminated on the first occasion in which they test positive for alcohol or other drugs.

## APPENDIX G - CLASSIFICATION SPECIFICATIONS

Class No.	Class Title
30121	Teaching Coordinator
64311	Librarian 1 (Non-Degreed)
64312	Librarian 1 (Degreed)
64313	Librarian 2 (Non-Degreed)
64314	Librarian 2 (Degreed)
64315	Librarian 2 (Reference Services)
64316	Librarian 2 (Technical Services)
64317	Library Consultant
<b><u>69621</u></b>	<b><u>Education Liaison</u></b>
69651	Education Specialist 1
69652	Education Specialist 2
<b><u>69653</u></b>	<b><u>Education Specialist 3</u></b>
<b><u>69654</u></b>	<b><u>Education Specialist 4</u></b>
69681	Peripatologist
69760	Vocational Appraisal Specialist
69761	Guidance Counselor 1
69762	Guidance Counselor 2
69841	Corrections Job Placement Specialist
71111	Teacher 1
71112	Teacher 2
71113	Teacher 3
71114	Teacher 4
71121	Teacher Art 1
71122	Teacher Art 2
71123	Teacher Art 3
71124	Teacher Art 4
71131	Teacher Business Ed 1
71132	Teacher Business Ed 2
71133	Teacher Business Ed 3
71134	Teacher Business Ed 4
71141	Teacher Drivers Ed 1
71142	Teacher Drivers Ed 2
71143	Teacher Drivers Ed 3

71144	Teacher Drivers Ed 4
71151	Teacher Educable Mental Ret 1
71152	Teacher Educable Mental Ret 2
71153	Teacher Educable Mental Ret 3
71154	Teacher Educable Mental Ret 4
71161	Teacher Elementary Education 1
71162	Teacher Elementary Education 2
71163	Teacher Elementary Education 3
71164	Teacher Elementary Education 4
71171	Teacher English 1
71172	Teacher English 2
71173	Teacher English 3
71174	Teacher English 4
71181	Teacher Home Economics 1
71182	Teacher Home Economics 2
71183	Teacher Home Economics 3
71184	Teacher Home Economics 4
71191	Teacher Industrial Arts 1
71192	Teacher Industrial Arts 2
71193	Teacher Industrial Arts 3
71194	Teacher Industrial Arts 4
71211	Teacher Lrn Dis & Beh Dis 1
71212	Teacher Lrn Dis & Beh Dis 2
71213	Teacher Lrn Dis & Beh Dis 3
71214	Teacher Lrn Dis & Beh Dis 4
71221	Teacher Librarian/Ed Media 1
71222	Teacher Librarian/Ed Media 2
71223	Teacher Librarian/Ed Media 3
71224	Teacher Librarian/Ed Media 4
71231	Teacher Mathematics 1
71232	Teacher Mathematics 2
71233	Teacher Mathematics 3
71234	Teacher Mathematics 4
71241	Teacher Mspr 1
71242	Teacher Mspr 2
71243	Teacher Mspr 3
71244	Teacher Mspr 4

71251	Teacher Music 1
71252	Teacher Music 2
71253	Teacher Music 3
71254	Teacher Music 4
71261	Teacher Physical Educ & Health 1
71262	Teacher Physical Educ & Health 2
71263	Teacher Physical Educ & Health 3
71264	Teacher Physical Educ & Health 4
71271	Teacher Reading 1
71272	Teacher Reading 2
71273	Teacher Reading 3
71274	Teacher Reading 4
71281	Teacher Science 1
71282	Teacher Science 2
71283	Teacher Science 3
71284	Teacher Science 4
71291	Teacher Sev Beh Handi 1
71292	Teacher Sev Beh Handi 2
71293	Teacher Sev Beh Handi 3
71294	Teacher Sev Beh Handi 4
71311	Teacher Social Studies 1
71312	Teacher Social Studies 2
71313	Teacher Social Studies 3
71314	Teacher Social Studies 4
71321	Teacher Speech & Hear Thr 1
71322	Teacher Speech & Hear Thr 2
71323	Teacher Speech & Hear Thr 3
71324	Teacher Speech & Hear Thr 4
71331	Teacher Voc-Auto Body 1
71332	Teacher Voc-Auto Body 2
71333	Teacher Voc-Auto Body 3
71334	Teacher Voc-Auto Body 4
71341	Teacher Voc-Auto Mechanics 1
71342	Teacher Voc-Auto Mechanics 2
71343	Teacher Voc-Auto Mechanics 3
71344	Teacher Voc-Auto Mechanics 4

71351 Teacher Voc-Barbering 1  
71352 Teacher Voc-Barbering 2  
71353 Teacher Voc-Barbering 3  
71354 Teacher Voc-Barbering 4

71361 Teacher Voc-Building Maint 1  
71362 Teacher Voc-Building Maint 2  
71363 Teacher Voc-Building Maint 3  
71364 Teacher Voc-Building Maint 4

71371 Teacher Voc-Bus Off Edu 1  
71372 Teacher Voc-Bus Off Edu 2  
71373 Teacher Voc-Bus Off Edu 3  
71374 Teacher Voc-Bus Off Edu 4

71381 Teacher Voc-Carpentry 1  
71382 Teacher Voc-Carpentry 2  
71383 Teacher Voc-Carpentry 3  
71384 Teacher Voc-Carpentry 4

71391 Teacher Voc-Cosmetology 1  
71392 Teacher Voc-Cosmetology 2  
71393 Teacher Voc-Cosmetology 3  
71394 Teacher Voc-Cosmetology 4

71411 Teacher Voc-Drafting 1  
71412 Teacher Voc-Drafting 2  
71413 Teacher Voc-Drafting 3  
71414 Teacher Voc-Drafting 4

71421 Teacher Voc-Dry Cleaning 1  
71422 Teacher Voc-Dry Cleaning 2  
71423 Teacher Voc-Dry Cleaning 3  
71424 Teacher Voc-Dry Cleaning 4

71431 Teacher Voc-Electrical Appl 1  
71432 Teacher Voc Electrical Appl 2  
71433 Teacher Voc-Electrical Appl 3  
71434 Teacher Voc-Electrical Appl 4

71441 Teacher Voc-Electrical Wirng 1  
71442 Teacher Voc-Electrical Wirng 2  
71443 Teacher Voc-Electrical Wirng 3  
71444 Teacher Voc-Electrical Wirng 4

71451 Teacher Voc-Electronics 1

71452 Teacher Voc-Electronics 2  
71453 Teacher Voc-Electronics 3  
71454 Teacher Voc-Electronics 4

71461 Teacher Voc-Food Service 1  
71462 Teacher Voc-Food Service 2  
71463 Teacher Voc-Food Service 3  
71464 Teacher Voc-Food Service 4

71471 Teacher Voc-Graphic Arts 1  
71472 Teacher Voc-Graphic Arts 2  
71473 Teacher Voc-Graphic Arts 3  
71474 Teacher Voc-Graphic Arts 4

71481 Teacher Voc-Horticulture 1  
71482 Teacher Voc-Horticulture 2  
71483 Teacher Voc-Horticulture 3  
71484 Teacher Voc-Horticulture 4

71491 Teacher Voc-Hotel/Motel Mgt 1  
71492 Teacher Voc-Hotel/Motel Mgt 2  
71493 Teacher Voc-Hotel/Motel Mgt 3  
71494 Teacher Voc-Hotel/Motel Mgt 4

71511 Teacher Voc-Machine Shop 1  
71512 Teacher Voc-Machine Shop 2  
71513 Teacher Voc-Machine Shop 3  
71514 Teacher Voc-Machine Shop 4

71521 Teacher Voc-Masonry 1  
71522 Teacher Voc-Masonry 2  
71523 Teacher Voc-Masonry 3  
71524 Teacher Voc-Masonry 4

71531 Teacher Voc-Needle Trades 1  
71532 Teacher Voc-Needle Trades 2  
71533 Teacher Voc-Needle Trades 3  
71534 Teacher Voc-Needle Trades 4

71541 Teacher Voc-Painting 1  
71542 Teacher Voc-Painting 2  
71543 Teacher Voc-Painting 3  
71544 Teacher Voc-Painting 4

71551 Teacher Voc-Shoe Repair 1  
71552 Teacher Voc-Shoe Repair 2

71553	Teacher Voc-Shoe Repair 3
71554	Teacher Voc-Shoe Repair 4
71561	Teacher Voc-Small Eng Mech 1
71562	Teacher Voc-Small Eng Mech 2
71563	Teacher Voc-Small Eng Mech 3
71564	Teacher Voc-Small Eng Mech 4
71571	Teacher Voc-Welding 1
71572	Teacher Voc-Welding 2
71573	Teacher Voc-Welding 3
71574	Teacher Voc-Welding 4
71581	Teacher Voc-Appl Repair 1
71582	Teacher Voc-Appl Repair 2
71583	Teacher Voc-Appl Repair 3
71584	Teacher Voc-Appl Repair 4
71591	Teacher Voc-Culinary Arts 1
71592	Teacher Voc-Culinary Arts 2
71593	Teacher Voc-Culinary Arts 3
71594	Teacher Voc-Culinary Arts 4
71611	Teacher Voc-Elec Appl & Wrng 1
71612	Teacher Voc-Elec Appl & Wrng 2
71613	Teacher Voc-Elec Appl & Wrng 3
71614	Teacher Voc-Elec Appl & Wrng 4
71621	Teacher Voc-Heat/Air Con 1
71622	Teacher Voc-Heat/Air Con 2
71623	Teacher Voc-Heat/Air Con 3
71624	Teacher Voc-Heat/Air Con 4
71631	Teacher Voc-Meat Cutting 1
71632	Teacher Voc-Meat Cutting 2
71633	Teacher Voc-Meat Cutting 3
71634	Teacher Voc-Meat Cutting 4
71641	Teacher Voc-Office Mach Rep 1
71642	Teacher Voc-Office Mach Rep 2
71643	Teacher Voc-Office Mach Rep 3
71644	Teacher Voc-Office Mach Rep 4
71651	Teacher Voc-Printing 1
71652	Teacher Voc-Printing 2
71653	Teacher Voc-Printing 3

71654 Teacher Voc-Printing 4

71661 Teacher Voc-Small Eng Mech 1  
71662 Teacher Voc-Small Eng Mech 2  
71663 Teacher Voc-Small Eng Mech 3  
71664 Teacher Voc-Small Eng Mech 4

71671 Teacher Voc-Tailoring 1  
71672 Teacher Voc-Tailoring 2  
71673 Teacher Voc-Tailoring 3  
71674 Teacher Voc-Tailoring 4

71681 Teacher Voc-Upholstery 1  
71682 Teacher Voc-Upholstery 2  
71683 Teacher Voc-Upholstery 3  
71684 Teacher Voc-Upholstery 4

71691 Teacher Adaptive Phy Ed 1  
71692 Teacher Adaptive Phy Ed 2  
71693 Teacher Adaptive Phy Ed 3  
71694 Teacher Adaptive Phy Ed 4

71711 Teacher Adult Basic Ed 1  
71712 Teacher Adult Basic Ed 2  
71713 Teacher Adult Basic Ed 3  
71714 Teacher Adult Basic Ed 4  
71721 Teacher Adult Basic Ed (GED) 1  
71722 Teacher Adult Basic Ed (GED) 2  
71723 Teacher Adult Basic Ed (GED) 3  
71724 Teacher Adult Basic Ed (GED) 4

71731 Teacher Voc-Bus Off Sys Spc 1  
71732 Teacher Voc-Bus Off Sys Spc 2  
71733 Teacher Voc-Bus Off Sys Spc 3  
71734 Teacher Voc-Bus Off Sys Spc 4

71741 Teacher Elem Ed (GED) 1  
71742 Teacher Elem Ed (GED) 2  
71743 Teacher Elem Ed (GED) 3  
71744 Teacher Elem Ed (GED) 4

71751 Teacher GED 1  
71752 Teacher GED 2  
71753 Teacher GED 3  
71754 Teacher GED 4

71761	Teacher Math Improvement 1
71762	Teacher Math Improvement 2
71763	Teacher Math Improvement 3
71764	Teacher Math Improvement 4
71771	Teacher Life Skills 1
71772	Teacher Life Skills 2
71773	Teacher Life Skills 3
71774	Teacher Life Skills 4
71781	Teacher Language Arts 1
71782	Teacher Language Arts 2
71783	Teacher Language Arts 3
71784	Teacher Language Arts 4
71791	Teacher Voc-Owe Teacher 1
71792	Teacher Voc-Owe Teacher 2
71793	Teacher Voc-Owe Teacher 3
71794	Teacher Voc-Owe Teacher 4
71811	Teacher Voc-Pre Vocational 1
71812	Teacher Voc-Pre Vocational 2
71813	Teacher Voc-Pre Vocational 3
71814	Teacher Voc-Pre Vocational 4
99200	Teacher Deaf or Blind School

## APPENDIX H - ARBITRATION RULES

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*The language in this Article continues unchanged from the previous Agreement.*

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**1. Size of the Panels:** There will be a main panel of six (6) arbitrators and a mediation panel of three (3) neutrals.

**2. Scheduling of Cases:** Arbitrators will be scheduled mutually by the parties three (3) months in advance.

Once a case is scheduled for arbitration, it must be cancelled or postponed by mutual agreement. If the parties cannot agree, upon notice to the other party either party may appeal to the arbitrator for a postponement.

The Association may request a postponement of an arbitration hearing and if agreed to by the Employer and the Arbitrator the liability of the Employer will cease with the originally scheduled hearing date of the case.

**3. Witnesses:** A reasonable number of relevant witnesses that have direct knowledge of the event(s) that led to the grievance will be released with no loss in pay to attend an arbitration hearing for the sole purpose of being a witness. If there is a dispute regarding the reasonableness of the request or the relevancy of the witness(es)' testimony, either party may request that the arbitrator decide the reasonableness of the request prior to the hearing by notifying the other party and scheduling a conference call.

**4. Subpoenas:** The arbitrator has the authority to subpoena witnesses and/or documents under 2711.06. If the subpoena is requested by either party, the advocate requesting such subpoena shall notify the other advocate of the request prior to the request to the arbitrator.

**5. Location of the hearings:** All arbitration cases will normally be scheduled at the Office of Collective Bargaining. The parties may mutually agree to change a hearing site.

**6. Sequestering of witnesses:** The sequestering of witnesses will be at the discretion of the arbitrator. If the arbitrator orders the witnesses to be sequestered, the parties will be entitled to the following representatives:

Association - grievant(s) and one person other than the advocate.

Management - one person plus an agency representative other than the State's advocate.

**7. Codes of conduct:** All arbitrators will comply with the Code of Professional Responsibilities for Arbitrators.

**8. Timeliness of awards:** The award shall be rendered promptly by the arbitrator and not later than thirty (30) days from the closing of the hearings unless otherwise agreed to by the parties. The arbitrator will inform the parties in writing if the thirty (30) day time limit cannot be met. In the event the thirty (30) days have elapsed and the parties have not received written notice from the arbitrator, a joint call will be made by the parties to the arbitrator.

**9. Waive or alter rules:** The parties are not precluded from agreeing to waive or alter any of these rules.

**10. Issues:** No later than three (3) days prior to an arbitration hearing, the parties shall meet and attempt to arrive at an agreed upon issue(s) for the arbitrator. The parties shall exchange documents and arguments to be used in the arbitration case.

## APPENDIX I - SCOPE GRIEVANCE MEDIATION PROCEDURE

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*The language in this Article continues unchanged from the previous Agreement.*

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**INTENT:** The State of Ohio/DAS/Office of Collective Bargaining and the State Council of Professional Educators (SCOPE/OEA/NEA) enter into the following agreement in an effort to reduce the backlog of grievance(s) currently at arbitration.

**PURPOSE:** The parties agree that any grievances currently at arbitration may, by mutual agreement, be subjected to the Grievance Mediation procedure. Grievance Mediation meetings will be organized and conducted in the following manner.

1. The parties shall solicit dates from a panel of arbitrators as provided in Section 6.01 of the Agreement. Each member of the panel shall be used in rotation, and a panel member shall function only as mediator/umpire between the parties.
2. The function of the mediator/umpire is to hear a summary of the issues and arguments from both sides of the dispute, and to encourage settlement or withdrawal of the issues and cases at any time during the meeting.
3. All grievance mediation cases shall be scheduled by agency in chronological order unless the parties mutually agree to move cases forward outside of the chronological scheduling procedure.
4. No witnesses shall be called. However, at the discretion of the Association the grievant may be present. Each party may have no more than two (2) representatives present. One of the two representatives shall be vested with the authority to settle the grievance. Representative(s) for the Association shall be provided administrative leave at base rate of pay for attendance at Grievance Mediation meetings. The parties may also have in attendance an observer, who may serve as a facilitator with their respective parties.
5. Presentation of each grievance shall be limited to fifteen (15) minutes for each party. Each party shall be allowed five (5) minutes for rebuttal. The mediator/umpire is to hear all cases on oral arguments only.
6. The parties will argue each case individually using any relevant documents, statements or precedents to support their case.
7. At the end of each case, the mediator/umpire may encourage the parties to either settle or withdraw the case. In the event of settlement or withdrawal, the documents to execute the action shall be prepared and signed by all appropriate parties at the end of the meeting.
8. Cases not resolved under this procedure shall subsequently be scheduled for arbitration as soon as possible and heard without prejudice by an arbitrator on the regular arbitration panel. The parties will not schedule any grievances before an arbitrator who has heard the grievance while serving on the mediation panel.
9. The parties agree to schedule one meeting per month for the purpose of Grievance Mediation. No more than fifteen (15) cases per day will be scheduled. More dates may be scheduled if they are needed and become available provided the parties agree.
10. The cost and expenses of the Mediator shall be shared equally between the parties.

**REVIEW:** The parties may agree to other alternative dispute resolution mechanisms or may modify the above procedural agreement through the venue of a State Labor/Management committee meeting.

**APPENDIX J - SAMPLE REDUCTION IN FORCE GRIEVANCE FORM**

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*The language in this Article continues unchanged from the previous Agreement.*

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REDUCTION IN FORCE GRIEVANCE

UNIT 10

EDUCATION AND LIBRARY SERVICES

Grievance #	Date
Department	Work Phone
Institution	Home Phone
Employee Name	SS No.
Classification Title	Date Giving Rise to Grievance

Contract article(s)/section(s) allegedly violated

The Layoff/Job Abolishment is being appealed for the following reasons: Check where appropriate:

Substantive                       Procedural  
 Displacement                       Recall

Please attach a statement of facts and documents to support/explain all of the alledged violations and reason for appeal:

Remedy sought:

Employee/Association Representative

Date