

**The State of Ohio  
and  
State Council of  
Professional Educators  
OEA/NEA  
2009 Negotiations**

**July 14, 2009 – June 30, 2012**

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**Presented by**

**Department of Administrative Services,  
Office of Collective Bargaining**

**and**

**State Council of Professional Educators  
OEA/NEA**

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**2009 Bargaining Teams for  
Scope OEA/NEA  
Negotiations**

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## State of Ohio Bargaining Team

- Mike Duco, OCB
- Mike D'Arcy, OCB
- Harry Colson, OCB
- Dion Josey, OCB
- Jim Knight, OCB
- Ryan Sarni, OCB
- Kate Stires, OCB
- Joe Trejo, OCB
- Diane Fink, Library
- Melinda Hepper, DYS
- Jeff Jones, State Library
- Denise Justice, DRC
- Al Lazaroff, DRC
- Joan Olivieri, DYS
- Charles Rudolph, ODE
- Maryalice Turner, DYS
- Ken Weimer, DRC

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## SCOPE Bargaining Team

- Dominic Marsano, SCOPE
- Vickie Miller, OEA
- Robert Sauter, Esq.
- Amanda Crist, DYS
- Tammy Koontz, DRC
- Nicole Merriman, Library
- Nancy Swisher, Schools for Deaf and Blind

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## SCOPE/OEA Contract

The following Articles were not opened for negotiation.

- Article 3 Management Rights
- Article 14 Work Rules
- Article 35 Employee Awards

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## SCOPE/OEA Contract

- Only housekeeping changes were made to the following Articles:
  - Article 12 Personnel Files
  - Article 16 Position Audits
  - Article 17 Transfers and Promotions
  - Article 18 Reduction in the Work Force
  - Article 19 Probationary Period
  - Article 24 Temporary Working Level

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## SCOPE/OEA Contract

- Only housekeeping changes were made to the following Articles:
  - Article 29 Leaves of Absence w/out Pay
  - Article 34 Life Insurance
  - Article 35 Employee Awards
  - Article 36 Subcontracting
  - Article 37 Early Retirement Incentive
  - Article 38 No Strike/No Lockout

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## Changes to the Contract

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Article 1  
Bargaining Unit

Section 1.02 Bargaining Unit

Intermittents

- Intermittents are in the Bargaining Unit
  - Must be certified by SERB before dues taken out
  - Does not include temporary, interim, seasonal
  - Scheduled at discretion of the Employer
- No rights under Article 23 except under 23.02 and 23.03
- May be terminated at will without recourse
  - Termination considered for just cause

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Article 1  
Bargaining Unit

Section 1.02 Bargaining Unit

(Intermittents contd.)

- Shall be hired at Step 1
- No probationary period
- Not eligible for step increases, longevity, or contractual benefits received by permanent employees
- No contributions by Employer to UET or UBT for intermittent employees

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Article 1  
Bargaining Unit

Section 1.02 Bargaining Unit

(Intermittents contd.)

- Not subject to reduction in force provision of Article 18
- Shall be terminated before permanent employees in same classification and work unit are laid off
- No recall rights

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## Article 1 Bargaining Unit

### Section 1.07 MOU Duration

- Mutually agreed MOUs will be posted on the appropriate agency website
- Documents that do not have or confer an economic benefit will expire on the effective date of the new contract

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## Article 2 Non-Discrimination

### Section 2.01 Non-discrimination

- No discrimination based on military service
- No discrimination based on family relationships subject to the provisions of Section 2.03

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## Article 2 Non-Discrimination

### Section 2.03 Nepotism

- Clarifies that Employing Agency shall provide each employee with a direct supervisor who is not a member of the employee's immediate family
  - Removal of grandchild or great grandparent from definition of immediate family

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Article 4  
Association Rights

Section 4.07

- One Site Representative permitted at pre-discipline meetings and grievance hearings upon request of OEA LRC or other designated Association representative
  - Previously not granted if OEA LRC or other representative was present
- Removes requirement that grievant's supervisor sign off on attendance of site representative at grievance meeting

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Article 4  
Association Rights

Section 4.08 (B) Association Leave

- Association bank of hours to administer agreement reduced to 1125 hours per fiscal year
  - Previously 1250 hours
- Hours available for use by Association officers increased from 125 to 250

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Article 4  
Association Rights

Section 4.08 (F) Association Leave

- Allows the OEA President or his/her designee to cross agency lines while using Association Leave

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Article 4  
Association Rights

Section 4.12 Electronic Mail Usage

- Association may use State email system for contract enforcement and grievance processing
- Grievant may communicate with Association Representatives
- No expectation of privacy when using Employer email system

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Article 5  
Grievance Procedure

Section 5.01 Purpose

- Where available, speakerphone and/or teleconferencing may be utilized to conduct grievance meetings.
- Association will be given 48 hour advance notice of such meetings

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Article 5  
Grievance Procedure

Section 5.02 Definitions

- Technology Transition Committee created
- Goal is to streamline the filing and processing of grievances

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**Article 5**  
**Grievance Procedure**

Section 5.03

- Clarifies that SCOPE will provide OCB with a list of all representatives authorized to file and sign class grievances
  - Will update with notice to OCB as necessary
- OCB will provide list of authorized representatives to employing agencies

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**Article 5**  
**Grievance Procedure**

Section 5.05 Grievance Procedure

- OEA LRC will serve as spokesperson for SCOPE during Step 1 grievance meetings
  - OEA/LRC may designate someone to speak on his/her behalf
- OEA LRC may attend step 2 and shall represent employee if requested
- Step 2 responses are mailed to OEA LRC
- Step 3 responses are mailed to OEA LRC and Association's Grievance Chair

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**Article 5**  
**Grievance Procedure**

Section 5.08 Disciplinary Grievance Procedure

- Oral and Written Reprimands may only be used to show progression in an arbitration proceeding.
  - If Oral and Written Reprimands become a factor in an arbitration, the arbitrator shall not consider the merits of the reprimands

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Article 6  
Arbitration

Section 6.01 Arbitration Panel

- Removes the requirement that all arbitrators on the panel serve for the duration of the contract

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Article 6  
Arbitration

Section 6.09 Expedited Arbitration Procedure

- This section is deleted from the contract
- Section 6.10, Alternative Dispute Resolution is now Section 6.09
  - Association must present waiver signed by Grievant agreeing to be bound by use of Alternative Dispute Resolution proceeding and decision

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Article 7  
Health and Safety

Section 7.04 Toxic Substance Information

- Replaced reference to OSHA with “applicable laws”

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Article 7  
Health and Safety

Section 7.05 Duty to Report

- Employees shall promptly report unsafe conditions related to physical plant, tools, equipment, and their employment...
- Expands employee responsibility to report all unsafe conditions they observe or of which they become aware

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Article 7  
Health and Safety

Section 7.10 Fire/Tornado Safety

- Remove reference to OSHA
- Drills to be held at least twice each year

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Article 8  
Performance Evaluation

Section 8.03

- Adds requirement that part-time employees have their performance reviews conducted on a form provided by the Employer

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Article 9  
Classroom Climate

Section 9.02 Student Assignments

- At DYS, teachers will be notified at least 24 hours prior to the assignment of a new student to their class
  - At DYS, teachers may access new student information online
  - Minimum notification remains at 48 hours for all other agencies

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Article 10  
Development/Licensure

Section 10.03 Reimbursement/Fee Waivers

- Tuition Reimbursement, Seminars, Conference Fund
  - Fund amount will be \$200,000 for each year of the Agreement
  - Personal cap for each employee is increased from \$7,500 to \$8,000 for duration of the contract
    - \$3,500 cap in any one fiscal year

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Article 10  
Development/Licensure

- Section 10.03 Reimbursement/Fee Waivers
- DRC employees
  - Background checks, record checks and fingerprinting may be done at DRC reception centers at no cost to the employee
  - Checks must be done off duty
  - All other expenses to be borne by the employee
- Removes language that stated agencies were not responsible for removal of notices from bulletin boards

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**Article 10  
Development/Licensure**

**Section 10.05 Educational Leave**

- Employees at DRC and DYS other than classroom teachers
  - Allowed leave with base pay to attend approved job related training
  - Maximum hours approved shall not exceed 4 hours for full time employees and one tenth of a part-time employee's normal work week

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**Article 11  
Statewide Labor Management  
Committee**

**Section 11.06 Education Reform Discussion**

- The parties agree to meet on an as-needed basis to discuss implementation of Governor Strickland's education reform proposals.
- Each agency listed in Section 11.03 is permitted to have one bargaining unit employee attend said meetings

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**Article 13  
Progressive Discipline**

**Sec. 13.02 Employee Investigations**

- Polygraph may not be conducted during an administrative investigation without the consent of the employee
- State will email or call the OEA/LRC before a member is placed on administrative leave or before an investigatory interview is started

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**Article 13**  
**Progressive Discipline**

- Sec. 13.03 Pre-Suspension or Pre-Termination Conference
  - Written notice of pre-disciplinary conference shall be given to the employee who is the subject of the pending discipline and to the OEA/LRC
    - Previously given to designated Association Representative

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**Article 13**  
**Progressive Discipline**

**13.05 Removal of Disciplinary Documents from Personnel Files**

- If intervening discipline occurs while existing oral and/or written reprimands remain in the personnel file, those reprimands can be retained up to one additional year
- If intervening discipline occurs while a suspension record remains in a file, that suspension record can be retained up to 2 additional years

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**Article 15**  
**Classification**

- No change in the compensation level of any current classification shall be made without the agreement of the Association

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## Article 20 Seniority

### Section 20.04 Identical Hire Dates

- Seniority lists shall not display any employee's social security number
- Lists will display employee 8 digit ID number
- Ties will continue to be broken by the lowest last four digits of the social security number
  - Lowest number is the most senior

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## Article 21

### Wages

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## Article 21 Step Movement

Freeze in step movement for employees whose step date is June 21, 2009 or thereafter

- Section 21.02 Teacher 1-4
  - Section 21.03 Librarian 1 and 2
  - Section 21.04 Library Consultant and Peripatologist
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- Will resume beginning with employees whose step date is June 21, 2011

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Article 21  
Salary Schedules

Salary schedules frozen at July 1, 2008 level  
for the duration of this Agreement

- Section 21.02 Teacher 1-4
- Section 21.05 Teachers at Ohio Schools for the Deaf and Blind
- Section 21.09 Compensation for Librarian Classification and Peripatologists

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Article 21  
Supplements/Longevity

- Employees retired under a State retirement plan and rehired after June 24, 1987 shall not receive prior service credit toward longevity
- DYS and the Association may agree to establish a supplement for employees who assist with Extra-curricular Activities

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Article 21  
Pay Schedule Movement

Employees entering or remaining in the bargaining unit between June 21, 2009 and June 20, 2011 shall not receive a probationary step increase.

Upon resumption of step movement, the employee's step date shall be the date of hire

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**Article 21**  
**Cost Savings Days (CSD)**

Ohio School for the Deaf and the Ohio School for the Blind

- Full time permanent employees at the OSSD and OSB shall receive fifty-seven (57) cost savings hours without pay each fiscal year
  - Pay reduced 2.375 hours per pay period beginning July 5, 2009 and ending June 5, 2010
  - Pay reduced 2.192 hours per pay period in second fiscal year of contract

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**Article 21**  
**Cost Savings Days (CSD)**

Schools for Deaf and Blind

- May take two (2) CSDs under Personal Leave rules
- May use two (2) CSDs on designated professional days
- Remaining 25 cost savings hours shall be taken through a reduction in each work week of 42 minutes
  - Allocation determined by management
  - Discussion with Labor Management Committee
  - Based on operational need

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**Article 21**  
**Cost Savings Days (CSD)**

Department of Rehabilitation & Correction

- Full time permanent employees will receive 10 days without pay, 80 hours
  - Four (4) CSDs may be taken under Personal Leave rules, Article 27
  - Six (6) CSDs may be taken under Vacation rules, Article 30
    - CSDs taken under Vacation rules may not be less than regularly scheduled work day

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**Article 21**  
**Cost Savings Days (CSD)**

Department of Rehabilitation & Correction

- Pay reduced 3.333 hours per pay period beginning July 5, 2009 and ending June 5, 2010
- Pay reduced 3.076 hours per pay period in second fiscal year of contract
- Cost Savings assessment will not affect compensation due for hours worked on a holiday per Article 31.03

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**Article 21**  
**Cost Savings Days (CSD)**

Department of Youth Services

- Full time permanent classroom teachers shall receive ten (10) days without pay, 80 hours
  - Four (4) CSDs that may be used under personal leave rules, Article 27
  - Six (6) CSDs may be taken days where there is no student contact
    - Days identified at beginning of each fiscal year

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**Article 21**  
**Cost Savings Days (CSD)**

Department of Youth Services

- Teachers may be denied specific requests to use CSDs due to:
  - Professional Development
  - Mandated agency training
  - High stakes testing
- Teachers must take off designated time equal to 80 hours each fiscal year
  - May not flex schedules or work overtime to avoid the assessment

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**Article 21**  
**Cost Savings Days (CSD)**

Department of Youth Services

- Pay reduced 3.333 hours per pay period beginning July 5, 2009 and ending June 5, 2010
  
- Pay reduced 3.076 hours per pay period in second fiscal year of contract

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**Article 21**  
**Cost Savings Days (CSD)**

All other full time permanent employees at DYS and at all other state agencies

- Full Time permanent shall receive ten (10) days without pay, 80 hours
  - With pay period beginning July 5, 2009 and ending June 5, 2010, employees will have a reduction of 3.333 hours of pay each pay period
  - In second year of the Agreement, reduction will equal 3.076 hours

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**Article 21**  
**Cost Savings Days (CSD)**

All other full time permanent employees at DYS and at all other state agencies

- Four CSDs under provisions of personal leave, Article 27
  
- Six days will be taken in accordance with an agency canvass

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**Article 21**  
**Cost Savings Days (CSD)**

When employees are eligible to take six CSDs,  
Employer will conduct canvass each fiscal  
year

- FY10 canvass must be in place by September 1, 2009
- CSDs may be used by employee to replace scheduled vacation in July and August, 2009
- Canvass results for fiscal year 2011 must be in place by July 1, 2010

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**Article 21**  
**Cost Savings Days (CSD)**

- Employer may “black out” days due to operational need
- Employee selection of CSDs based on seniority
- Employees may request consecutive CSDs
  - *Maximum 5 consecutive CSDs\**
  - *Thereafter no more than 2 per calendar week\**
  - Approval based upon operational need

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**Article 21**  
**Cost Savings Days (CSD)**

- Employer retains the right to reject the selection of CSDs based on operational needs
- Employees that are unavailable during canvass periods may schedule CSDs upon return to work
- Employees that fail to take their CSDs will forfeit those days

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**Article 21**  
**Cost Savings Days (CSD)**

Employees on alternate work schedules must take the number of days that total 80 hours

- Example: Employees working 10 hour days must take 8 CSDs

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**Article 21**  
**Cost Savings Days (CSD)**

If a scheduled CSD is revoked by Employer due to operational need, the Employee shall be permitted to select an alternate date of their choosing

- Revocation of CSD by Employer shall not be arbitrary or capricious
- Rescheduled CSD may not be revoked
- Expenses incurred by employee due to a revoked CSD will be reimbursed by the Employer
- Employer and Employee may mutually agree to change a CSD

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**Article 21**  
**Cost Savings Days (CSD)**

- Reductions in hours apply to employees on OIL, Salary Continuation, or Disability
- Deductions shall be made pre-tax
- Employee leave accruals and health insurance benefits are not affected by CSDs

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Article 21  
Cost Savings Days (CSD)

- CSDs and cost savings hours are not considered “Active Pay Status” for purposes of overtime calculations under Article 23.06
- Employees that leave state service prior to equalization of CSDs and payroll deductions will see appropriate corrections on final pay

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Article 22  
Extra-curricular Activity Programs

Section 22.06

- Maintains 2008 levels of payment for extra-curricular activities for duration of the contract
- During the third year of the contract, the Schools for Deaf and Blind will meet with the Association to discuss compensation regarding extra-curricular activity programs

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Article 23  
Hours of Work

Sec. 23.02 Meal Periods

- Thirty minute meal period for employees of DRC and Schools for Deaf or Blind are no longer required
  - Previously only Schools were exempted

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Article 23  
Hours of Work

Sec. 23.08 Compensatory Time Accrual and Payout

- Maximum accrual of compensatory time increased from 120 hours to 240 hours

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Memorandum of Understanding

Department of Youth Services and OEA

- Utilization of Best & Brightest committee
- Equal representation of parties
- Meet quarterly on non-contact days
- Study feasibility of 8 hours teacher schedule
- Report to Deputy Director for Facilities in May 2011
  - Reply by July 15, 2011

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Article 25  
Service Credit

Section 25.01 Service Credit

- For computation of vacation accrual under ORC 9.44
  - Effective July 1, 2010, Employees shall receive credit for prior service with the State of Ohio, Ohio National Guard, any political subdivision of the State
  - Must provide documentation to Agency HR staff
  - New accrual rate starts pay period after approval by DAS
  - Time spent concurrently with Ohio National Guard will not count double

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Article 25  
Service Credit

Section 25.01 Service Credit (contd.)

- Prior service by those in the Librarian, Library Consultant, Teacher Librarian/Ed Media classifications at public libraries will count toward vacation accrual only
  - Effective July 1, 2010

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Article 26  
Sick Leave

26.04 Compensation for Charged Sick Leave

- Sick leave during the 2<sup>nd</sup> week may be paid at 100% for outpatient surgery or contiguous hours used before or after such events
  - For employee, spouse, or residing child
  - Previously only for overnight hospitalization

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Article 26  
Sick Leave

26.04 Compensation for Charged Sick Leave

- Sick leave for pre-scheduled medical appointments may be supplemented with other available sick leave to be paid at 100% during the 2<sup>nd</sup> week
  - For employee, spouse, residing child
  - 30 calendar days advance notice
  - Doctor's statement submitted first day upon return
  - On the Employee's request for leave form

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## Article 27 Personal Leave

### Section 27.02 Personal Leave Accrual

- Freeze on personal leave accrual from July 1, 2009 through June 30, 2011
- During freeze employees may use 8 hours of vacation or comp time per quarter as personal leave
  - Granted pursuant to personal leave rules
  - Actual personal leave must be used first

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## Article 27 Personal Leave

### Section 27.02 Personal Leave Accrual (contd.)

- Personal leave accrual will resume in the first earning statement after July 1, 2011
- No retroactivity

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## Article 27 Personal Leave

### Section 27.07 Conversion of Personal Leave

- Freeze on annual conversion until December 2011
- Payment for maximum personal leave accrual frozen until pay period that includes July 1, 2011

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## Article 27 Personal Leave

### Section 27.12 Restoration

- One-time credit of 32 hours of sick leave or  $\frac{1}{2}$  the personal leave hours lost during the freeze, whichever is less
  - Full-time employees in active payroll status as of June 18, 2011
- Part-time employees get 16 hours
- Shall be issued in the pay period that begins on July 1, 2011

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## Article 27 Personal Leave

### Section 27.12 (contd.)

- Active Payroll Status
  - Scheduled to work on June 18, 2011
  - Off duty on June 18, 2011 because not scheduled to work that day
  - Eligible to receive pay for approved absence (e.g., OIL, Disability, Workers' Compensation, Salary Continuation)

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## Article 27 Personal Leave

### Section 27.12 (contd.)

- Lump sum payment of 32 hours or  $\frac{1}{2}$  of personal leave lost during freeze, whichever is less
  - Full-time employees in active pay status as of July 30, 2011
- Part-time employees will receive 16 hours lump sum payment
- August 26, 2011 Earnings Statement/Payday

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## Article 27 Personal Leave

### Section 27.12 (contd.)

- Active Payroll Status
  - Scheduled to work on July 30, 2011
  - Off duty on July 30, 2011 because not scheduled to work that day
  - Eligible to receive pay for approved absence (e.g., OIL, Disability, Workers' Compensation, Salary Continuation)

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## Article 27 Personal Leave

### Section 27.12 (contd.)

- Employees not receiving pay due to military leave, FMLA, Union Leave, Pregnancy Leave, and Extended Illness are eligible to receive personal leave payment and sick leave accrual
- Payments will not be subject to STRS withholding

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## Article 28 Paid Leaves of Absence

### Section 28.01 Disability Leave

- For claims filed on or after July 1, 2009
  - Disability payments will be paid at the rate of 67% of the employees base rate of pay
  - Lifetime maximum disability benefit of twelve months remains unchanged
  - 12 month lifetime maximum benefit began with claims filed on or after March 1, 2006

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**Article 28**  
**Paid Leaves of Absence**

Section 28.02 Occupational Injury Leave (OIL)

- Eligibility
  - Permanent employee
  - Allowed physical condition inflicted by a ward of an OIL agency
  - In the course of and arising out of employment
- BWC/IC will determine if new claim or existing claim
- Oil employees in Active Pay Status

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**Article 28**  
**Paid Leaves of Absence**

Section 28.02 Occupational Injury Leave (OIL)

- Injured employee must follow agency's accident reporting guidelines
- Complete employee section of OIL application within 20 days
  - Representative may complete if unable
- Provide approved physician with DAS Physician's Statement
- File a Workers' Compensation claim in addition to the OIL claim

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**Article 28**  
**Paid Leaves of Absence**

Section 28.02 Occupational Injury Leave (OIL)

- Allowed physical condition must have been inflicted by a "ward" of the state agency
- If condition is found to have occurred by accident or by misbehavior or negligence by employee, OIL benefits will be denied
  - If denied, any benefits received must be repaid as stated in 28.02 IV

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**Article 28**  
**Paid Leaves of Absence**

Section 28.02 Occupational Injury Leave (OIL)

- Employee receiving OIL is eligible for total rate of pay
- Benefit is paid immediately pending the initial determination of the OIL claim
- Eligibility for 960 hours per OIL claim
  - Part time hours are pro-rated
- Paid in lieu of W/C TTD benefits

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**Article 28**  
**Paid Leaves of Absence**

Section 28.02 Occupational Injury Leave (OIL)

- Employee not eligible for OIL if
  - TTD benefits are accepted
  - IC determines max. med. improvement reached
- Initial denial of OIL claims ends payments under OIL
- If OIL claim denied but WC claim pending, eligible for salary continuation up to 480 hrs.

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**Article 28**  
**Paid Leaves of Absence**

Section 28.02 Occupational Injury Leave (OIL)

- If OIL is denied or if employee is disqualified from OIL
  - Employee must reimburse employer for benefits received under salary continuation
  - May use accrued sick, vacation, or personal leave

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**Article 28**  
**Paid Leaves of Absence**

Section 28.02 Occupational Injury Leave (OIL)

- **Employee receiving OIL benefits**
  - Shall accumulate sick and personal leave
  - Shall not accumulate vacation leave
  - Not eligible for holiday pay and other paid leave under Article 28
  - Not subject to daily call of procedures unless participating in TWP
  - Must notify Employer of return to work date

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**Article 28**  
**Paid Leaves of Absence**

Section 28.02 Occupational Injury Leave (OIL)

- **Appeal of OIL Denial**
  - No rights under Article 5 grievance procedure
  - Letter to DAS Benefits within 20 days of denial
- **DAS Benefits will review the case**
- **If denial stands, DAS Benefits will forward a copy of the denial and other relevant documents to OEA for further review**

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**Article 28**  
**Paid Leaves of Absence**

- **Upon notice that appeal has been denied, OEA may request a panel review of denial**
  - Panel will consist of 3 members
  - Panel will include representative from the agency, SERB representative and Union representative
  - Panel decision is final

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Article 28  
Paid Leaves of Absence

- Disqualification from OIL benefits
  - Employee makes false statements or submits false documents
  - Employee engages in other employment or activities that are inconsistent with the medical condition
  - Employee is not longer in state service, has been disability separated, or is incarcerated

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Article 33  
Rehabilitation of Injured Employees

Section 33.01 Transitional Work Programs

- Transitional work programs may be developed for employees receiving
  - Salary continuation
  - Occupational Injury Leave (OIL)
  - Workers' Compensation
- Employees in TWP may use remaining OIL or salary continuation hours to supplement up to regularly scheduled hours

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Article 33  
Rehabilitation of Injured Employees

Section 33.01 Transitional Work Programs

- Employees receiving OIL or salary continuation must accept transitional work or face loss of OIL/salary continuation
- Employer can seek repayment or substitution of leave for hours paid under OIL/salary continuation if employee was able to participate in TWP and refused

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**Article 33**  
**Rehabilitation of Injured Employees**

Section 33.01 Transitional Work Programs

- Salary continuation will be available for eligible injuries occurring on or after November 1, 2009

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**Article 33**  
**Rehabilitation of Injured Employees**

Section 33.01 Transitional Work Programs

- Salary continuation will end when:
  - Once 480 hours is reached
  - Treating physician determines employee can return to work
  - WC claim is denied
  - IC determines MMI is reached
  - Employee accepts TTD benefits from WC

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**Article 33**  
**Rehabilitation of Injured Employees**

Section 33.04 Health Insurance

- Employees receiving OIL, Salary Continuation, or Hostage Leave Benefits
  - Shall continue to be responsible for their regular share of the health insurance premium

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**Article 33**  
**Rehabilitation of Injured Employees**

Section 33.06 Implementation

- Committee will be created to develop an approved physician list pursuant to 28.02
- OEA will have one representative on the committee
- Committee will have equal number of management and union representatives
- Committee members will receive time off for Committee business at total rate of pay

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**Article 33**  
**Rehabilitation of Injured Employees**

Section 33.06 Implementation

- Approved Physician List
  - Effective November 1, 2009
  - List waived if no approved physicians are available in employee area
  - Committee will address all issues related to approved physician list

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**Article 33**  
**Rehabilitation of Injured Employees**

Section 33.07 Joint Training

- Parties shall jointly develop training focused on the changes to the Workers' Compensation and OIL changes
  - Training sessions will be offered by September 1, 2009

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## Article 30 Vacation

### Section 30.02

- Employee will begin accruing vacation at the higher rate at the beginning of new rate year
  - Occurs at beginning of the 4th, 9th, 14th, 19th or 24th year of service
  - Elimination of periodic 1 week vacation credit
  - Effective August 30, 2009
- Employees will be allowed to begin using accrued vacation at end of probation period

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## Article 31 Holidays

### Section 31.02 Holiday Pay

- Employees on alternate work schedules whose day off falls on a holiday shall receive next scheduled work day as a day off unless that day falls within 3 days of the beginning or end of an intersession period
- Employees that call off on the day of a holiday shall forfeit holiday pay
  - No forfeit for calling off day before or day after

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## Article 32 Benefits

- Benefits information is found on the DAS Benefits Website [www.das.ohio.gov/benefits](http://www.das.ohio.gov/benefits)
- Employer may conduct dependent eligibility audits upon the recommendation of the Joint Health Care Committee
- Health care claims paid on behalf of ineligible dependents may be subject to recovery

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## Article 32 Benefits

### Self-Insured Health Care Fund (Fund 808)

- Fund has been losing \$20 million a year
- Changes brought about to ensure fund remains solvent
- Premium rate will increase 9% each of next three years
  - Health care deductions will now be taken in all 26 pay periods will offset impact

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## Article 32 Benefits

- Deductible extended to all plans
  - Previously only applied to PPO plan
  - Amount remains the same (\$200/\$400)
- Co-payment increased to \$20 from \$15
- Mail order no longer mandatory

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## Article 32 Benefits

- Employee must now pay difference in administrative fee if higher than PPO fee
- Spouse coverage is \$ 12.50/month extra
- Pro-rated premium effective upon movement from full-time to part-time

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## Article 32 Benefits

- Out-of-pocket maximums for in-network increased
- Amount incurred prior to plan paying at 100%
  - \$1000 to \$1500 for single coverage
  - \$2000 to \$3000 for family coverage

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## Article 32 Benefits

### Plan Enhancements

- Zero co-payment for insulin with enrollment in Disease Management program
- Zero co-payment for preventative care

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## Article 32 Benefits

- Time spent on voluntary cost savings program or cost savings days shall count toward employee's continuous service time for purpose of eligibility for dental, vision, life

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Appendix K  
Voluntary Cost Savings Program

- If an employee uses the Voluntary Cost Savings Program contiguous to a holiday, the employee will not forfeit their holiday pay

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Article 39  
Travel

Section 39.02 Personal Vehicle

- Mileage reimbursement to be set by Director of Office of Budget and Management (OBM)
  - Not less than 45 cents nor greater than IRS rate
  - If IRS rate goes below 45 cents then reimbursement will be IRS rate

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Article 39  
Travel

Section 39.02 Personal Vehicle (contd.)

- Allowance shall not be at rate lower than rate set for exempt employees
- OBM will review mileage allowance quarterly
  - When allowance is changed, OBM shall provide OEA with notice and rationale
- Effective October 1, 2009

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## Article 39 Travel

### Section 39.03 Travel Reimbursement

- Lodging rates and meal reimbursements set by the U.S. General Services Administration
  - Receipt may be required for lodging
  - Lodging may be paid up to USGSA allowed rate
- No receipts to be required for meals and incidentals
  - Agency may require receipts for other expenditures

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## Article 39 Travel

### Section 39.05

- Requests for reimbursement must be submitted within 60 days of last date of travel
  - Maximum 30 day extension if mitigating circumstances exist
- All travel reimbursements will be by direct deposit
- No new state credit cards for travel will be issued

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## Article 39 Travel

- All travel reimbursements will be made by direct deposit into the Employee account designated for direct deposit of payroll
- No new state credit cards for travel will be issued

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## Article 40 Duration

### Sec. 40.01 - Duration

- Agreement is in effect beginning on July 14, 2009 through midnight on June 30, 2012

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## Article 40 Duration

### Sec. 40.03 - Economic Benefits

- State will not unilaterally change a matter which is a mandatory subject of bargaining during the term of the Agreement

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## Cost Analysis

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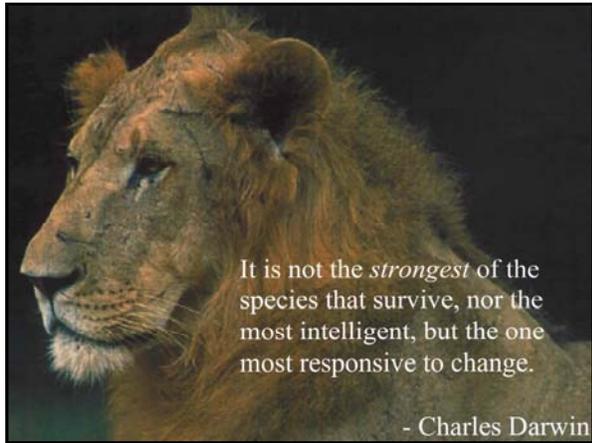
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### Cost Analysis

- State needed to obtain \$192 million savings in personnel costs
- OEA represents 1% of state work force.
- Responsible for approximately \$2.4 million of the needed costs savings.

Terms visible in the background: Bailout, Crisis, Fear, Economy, Depression, Stimulus, Jobs, Layoffs, Policy, Congress, Stimulus, Jobs, Layoffs, Policy.

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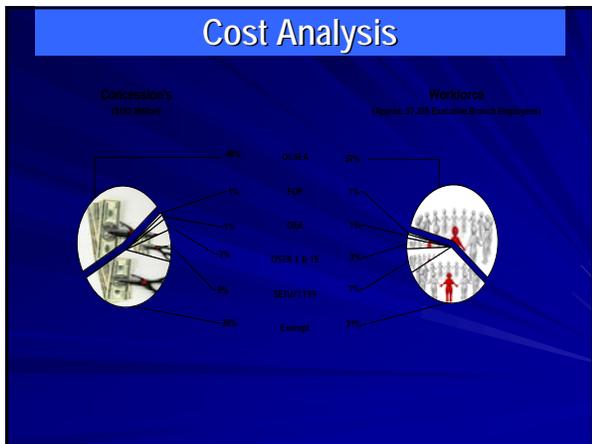
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## Cost Analysis



- 10 Cost Savings Days - \$1.57 million
  - OEA annual avg. reduction \$2,196
  - Statewide annual avg. reduction \$2,026
- Freeze Steps - \$670 thousand
- Personal Leave Freeze - \$190 thousand
  - No cash out or conversion

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## Cost Analysis



- Personal Leave Bonus
  - OEA est. \$520 thousand
  - Statewide est. \$47.5 million
- Sick Leave Credit Value
  - OEA est. \$520 thousand
  - Statewide est. \$47.5 million
- Full Restoration
  - Not retroactive




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## Questions?

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## Resources

- OCB Website:
  - <http://das.ohio.gov/ocb>

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Thank you

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