AGREEMENT
BETWEEN THE STATE OF OHIO
AND THE STATE COUNCIL OF
PROFESSIONAL EDUCATORS OEA/NEA
ARTICLE 1 - BARGAINING UNIT

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 **and intermittent** employees within the classifications listed in Appendix G.

All intermittent positions are in the unclassified service. All intermittent positions are scheduled at the discretion of the Employer, with no rights under Article 23, except Sections 23.02 and 23.03. An employee in an intermittent position may be terminated at will without recourse, and such termination is considered for just cause.

Employees in intermittent positions shall be hired at Step 1 of the appropriate pay range for their classification. The employees in the intermittent positions shall not serve a probationary period. The employees in the intermittent positions are not eligible for step increases or longevity or any contractual benefits received by permanent employees (e.g. vision, dental, life, health insurance, holiday pay, leave accruals, any other paid leave, shift differential, pay supplements, etc.). No contribution will be made to the UBT or UET for the intermittent positions.

Intermittent positions are not subject to the reduction in work force provisions of Article 18. Employees in intermittent positions shall be terminated before any full or part-time permanent employee in the same classification and work unit, as mutually agreed, is laid off. Employees in intermittent positions shall not have recall rights.

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

The Employer will promptly notify the Association 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.

Explanation: *Intermittent employees have been added to the list of employees covered by the OEA Agreement.*
Intermittent positions in bargaining unit classifications are now in the bargaining unit. The work done by intermittents no longer has to be of an irregular and unpredictable nature but they are still limited to working 1,000 hours per employee per fiscal year.
Intermittents now have limited contract rights, however, terminations for intermittents are not grievable as they are considered for just cause.

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.

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.*

Instructions: *If agencies want to amend the Agreement, they must contact their 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.*

1.07 - Memorandum of Understanding Duration

All Memoranda of Understanding, amendments, Letters of Intent, or any other mutually agreed to provisions, shall be reviewed by OEA, the Office of Collective Bargaining, and Agency representatives for determination of their force and effect. ~~Unless otherwise mutually agreed by the parties, those Memoranda of Understanding, amendments, Letters of Intent, or any other mutually agreed to provisions entered into prior to July 1, 2003, shall expire and have no further force and effect upon the expiration of this Agreement, except those which have or do confer an economic benefit.~~ **Those documents which have been mutually agreed to have any continuing effect shall be posted on the appropriate agency website and reference to the**

document title listed herein. All other documents, except those which have or do confer an economic benefit, shall expire on the effective starting date of this Agreement and have no further force and effect.

Explanation: *All MOUs listed in the contract will be available on the agencies' respective websites. If not referenced in this Agreement, with the exception of economic benefit MOUs, these MOUs will expire with the commencement of this contract.*

ARTICLE 2 - NON-DISCRIMINATION

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, **military service**, disability, or sexual preference/orientation in the application or interpretation of the provisions of this Agreement. **Subject to the provisions of Section 2.03, neither the Employer nor the Association shall discriminate on the basis of family relationship.**

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

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.

Explanation: *Military service and family relationship (subject to 2.03) have been added to the list of classifications against which the employer agrees not to unlawfully discriminate.*

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~~ **Section 2.01** 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.~~ **The Employing Agency shall provide an employee with a direct supervisor who is not a member of the Employee's 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.

Explanation: *The Employing Agency will not have a member of the Employee's immediate family supervise him or her.*

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 - Management Rights

The Association agrees that all of the function, rights, powers, responsibilities and authority of the Employer, in regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provision of the Agreement are, and shall remain, exclusively those of the Employer.

Accordingly, the Employer retains the rights to: 1) hire and transfer employees, suspend, discharge and discipline employees for just cause; 2) determine the number of persons required to be employed or laid off; 3) determine the qualifications of employees covered by this Agreement; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement; 8) determine the type of equipment used and the sequences of work processes; 9) determine the making of technological alterations by revising the process or equipment, or both; 10) determine work standards and the quality and quantity of work to be produced; 11) select and locate buildings and other facilities; 12) transfer or subcontract work; 13) establish, expand, transfer and/or consolidate, work processes and facilities; 14) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes or work; 15) terminate or eliminate all or any part of its work or facilities.

Explanation: *This Article defines the relationship between the express terms of the Collective Bargaining Agreement and the rights of the Employer. Simply put, unless specifically addressed otherwise by way of a limiting term or condition in the Agreement, the Employer has the control of the workplace and exclusive right to direct the workforce. Items one (1) through fifteen (15) serve to illustrate with specificity the types of rights the Employer has unless otherwise limited.*

Instructions: *Whenever an agency is contemplating a major change in its operations, physical plant, mission, or manner in which employees perform work etc., consultation with OCB is necessary in advance. While such a change or exercise of rights contained in this Article are in all likelihood permissible, notice and implementation considerations must be incorporated prior to the change. OCB needs to review such matters to ensure a standard and consistent application of this language.*

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; **or** 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 **calendar** 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~~**1.)** Sixty **(60)** days of employment in a bargaining unit position, or ~~2~~**2.)** January 15th.

C. Termination of Membership

Upon termination of **Association** membership during the membership year the Employer shall, upon notification from the Association that a member has terminated **Association** membership, commence the deduction of the fair share fee with respect to the former **Association** 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 (1) 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~~ **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~~ **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~~**the** Employer ~~acted~~ **acts** in good faith compliance with the fair share fee provision of this ~~contract~~**Agreement**; 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 - Religious Accommodation Pursuant to Title VII

An employee may file notice with the Association, at its Central Office, challenging the deduction of fair share fees on the basis of bona fide, sincerely held religious beliefs under Title VII of the federal Civil Rights Act of 1964. The notice must contain a current mailing address and the social security number of the employee. Upon receipt of said notice, the Association shall notify ~~the Office of Collective Bargaining (~~OCB~~)~~ in writing that the fair share fees of the employee (or the portion thereof as identified by the employee) are to be withheld, but not remitted to the Association, until further notice. The Association shall forward an "Application for Religious Exemption" to the employee for completion.

The application shall be reviewed by the Association for approval within sixty (60) days of receipt. Any accommodation made by the Association to the employee shall comply with Title VII. The Association shall forward either its decision to OCB in regard to the employee's application or shall provide OCB notice of the employee's withdrawal or abandonment of his or her application in order to direct the payment of funds that have been withheld but not remitted to the Association, and any future fair share fees of the affected employee in compliance with the decision and this Section.

Explanation: *Employees have a right to send their fair share fee payments directly to a charity under certain circumstances.*

Instructions: *If an employee in your Agency raises a religious objection (also known as a substituted charity accommodation) please contact the Office of Collective Bargaining for assistance with the process.*

4.07 - Site Representatives

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

Site ~~representatives~~ **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~~ **Employing** ~~agencies~~ **Agency** of the appointment of ~~all representatives~~ **any Site Representative(s)** 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~~**agency**.

Release time shall be granted to Association ~~site~~ **Site** ~~representatives~~**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~~**Employing Agencies** to Association ~~site~~ **Site** ~~representatives~~ **Representatives** for other functions where such release time is expressly provided for in this Agreement and/or authorized by the ~~employing agencies~~ **Employing Agencies**. ~~However, release~~**Release** time shall ~~not~~ be granted to **one (1)** Association ~~site~~ **Site** ~~representatives~~ **Representative** if a**n** OEA Labor Relations Consultant**, hereinafter referred to as "OEA LRC,"** ~~and/~~or other designated Association representative is present at any grievance meeting or pre-disciplinary conference**, provided that the OEA LRC or other designated Association representative request the presence of the Site Representative**.

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~~**where** such activity does not interfere with or interrupt normal school or agency operations and prior approval has been granted by the **Site** ~~representative's~~**Representative's** supervisor ~~and the complainant's/grievant's supervisor~~.

Employees needing an Association ~~site~~ **Site** ~~representative's~~ **Representative's** presence during working time shall direct their request to the ~~site~~ **Site** ~~representative~~**Representative**. The ~~site~~ **Site** ~~representative~~ **Representative** shall request release through his/her immediate supervisor. Association ~~site representatives~~**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~~**LRC** 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~~**LRC** or other designated Association representative shall adhere to any existing policies regarding non-employee access to the work facility.

The Employer shall provide the **OEA LRC or other designated Association** 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.

Explanation: *Release time will be granted to a Site Representative to attend grievance and pre-disciplinary meetings only if requested by the OEA LRC.*

4.08 - 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. Requests must be signed and approved by the SCOPE President and the SCOPE Vice President prior to the ~~representative~~ **employee** being granted the time off from work. 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~~ **Association** leave request procedure with their supervisor. In the absence of a mutually agreed to form, the employee shall use state leave forms.

B. The Employer agrees to provide the Association with a bank of one thousand ~~two hundred and fifty (1, 250)~~ **one hundred and twenty-five (1,125)** hours each **fiscal** 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) **Association** representative will be released per event related to the administration of Articles 5, 6, and 13. The Association representative will provide the ~~Office of Collective Bargaining~~ **OCB,** with the purpose of their meeting, the location and a phone number which the ~~association~~**Association** representative can be contacted.

   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, 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 **OCB** Deputy Director ~~of the Office of Collective Bargaining~~ by September 1st 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~~**OCB** with a copy to the ~~employing agency~~ **Employing Agency** for all requests of Association leave. No use of such leave will be authorized by ~~the Office of Collective Bargaining~~**OCB** unless notification of the eligibility of the employee making the request is received by ~~the Employer~~**OCB** from the Association.

The Association shall notify ~~the Employer~~**OCB** of the dates of national conferences and conventions to which Association delegates may be sent **at least** 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~~**OCB** 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~~ **OCB** of five (5) days. This time limit may be waived at ~~the~~ **OCB's** 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 sixty (60) hours of Association leave in a fiscal year. The President, ~~Vice President, Secretary, and Treasurer~~**or his/her designee,** may utilize ~~one hundred twenty-five hours (125)~~**two hundred fifty hours (250)** of Association leave in a fiscal year. The Association **President, or designee,** will notify the ~~Office of Collective Bargaining~~**OCB** by June 30th each year **as to** those employees designated as Association Representatives for the following fiscal year.

C. 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.

D. 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.

E. 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.

F. The Association President or his/her designee, may cross Employing Agency lines while using Association leave.

Explanation: *Decreases the total bank of union leave available to the Association by 125 hours per year and increases the bank available to the President or his/her designee by 125 hours per year. Also grants the Association President the authority to cross agency lines while using said leave.*

Instructions: *The sign-in/sign-out procedures are outlined in Collective Bargaining Clarification Letter No. 07-06-01.*

4.09 - Orientation

A designated ~~site~~ **Site** ~~representative~~ **Representative** or OEA ~~Labor Relations~~

~~Consultant~~**LRC** shall be given the opportunity to address orientation programs conducted by the ~~Employer~~ **Employing Agency** 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~~**Employing Agency** and the Association.

4.10 - Bulletin Boards

The ~~employing~~ **Employing** ~~agencies~~ **Agency** 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: **1.)** ~~A.~~ personal attacks upon any other employee; ~~B.~~**2.)** attacks on any other employee organization; ~~C.~~**3.)** derogatory attacks upon ~~the~~ management ~~of the Employer~~; or ~~D.~~**4.)** 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.

4.11 - Mail Service

~~The~~ **Each** ~~employing agencies~~ **Employing Agency** 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~~ **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 **the** affected ~~employing agencies~~**Employing Agency**.

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

4.12 - Electronic Mail System Use

The Association shall be permitted to utilize the electronic mail system of each Employing Agency in accordance with the Employing Agency's established electronic mail system policies, solely for contract enforcement and interpretation and grievance processing matters. Grievants may communicate by electronic mail with Association representatives in regard to the Association's representation of the bargaining unit. It is understood that there is no expectation of privacy in any electronic communication sent or received hereunder.

Explanation: *The State agrees to let the Association use State e-mail for limited purposes and in accordance with Agency guidelines.*

4.~~12~~ 13 - Committee Members and Representatives

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

ARTICLE 5 - GRIEVANCE PROCEDURE

5.01 - Purpose

The ~~State of Ohio~~**Employer** 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 available **and with forty-eight (48) hours notice to the Association**, speakerphone and/or teleconferencing may be utilized for the purpose of conducting grievance meetings.

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.

Explanation: *In response to Association concerns, the State agreed to give the Association 48 hours notice if it plans to use either speakerphone and/or teleconferencing to conduct grievance meetings.*

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~~ **Authority** ~~is~~ **refers to** the public official of a department, board, commission or body who has the **statutory** authority to appoint or discharge an employee. The term "appointing authority" also includes the public official's designee.

E. Employing ~~agency~~ **Agency** ~~is~~ **refers to** 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~~ **Employing Agency**, the term ~~agency~~ **Employing Agency** refers to the entire department under the control of the director of the department.

F. Grievance ~~numbers~~ **number** ~~shall be~~ **refers to the number** assigned by the **Employing** Agency designee at the level ~~it~~ **the grievance** 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.

G. **The Employer and the Association are committed to utilizing all available technologies to ensure prompt and efficient processing of grievances. A Technology Transition Committee shall be created for the purpose of streamlining the filing and processing of grievances.**

Explanation: *The parties agree to create a committee to look into using technology to increase the efficiency of the grievance process.*

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 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 at Step ~~One (1)~~**Two (2)** of the grievance procedure.

~~Within thirty (30) days of this Agreement, the~~**The** Association will provide to ~~the Office of Collective Bargaining~~ **OCB the** names of those **Association** 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~~ **OCB will** transmit to each ~~employing agency~~ **Employing Agency** ~~affected by this agreement~~ a list of ~~such~~ **these**

representatives. ~~It will be the responsibility of the~~ **The** Association ~~to~~ **will** inform ~~the Office of Collective Bargaining~~ **OCB** of any changes, additions, or deletions to this list.

Explanation: *States that class action grievances should be filed at Step 2 instead of Step 1. Removes the 30 day deadline after ratification for the Association to provide OCB with a list of Association representatives.*

5.04 - Termination of Grievance

When a decision has been ~~accepted~~ **resolved** 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~~ **Employing Agency**.

5.05 - Grievance Procedure

The following ~~procedure applies~~ **Steps apply** to the processing of grievances:

A. Step One (1) - Local ~~or~~ Employing Agency Designee

An employee or Association Representative having a grievance shall file it with the Local ~~or~~ **Employing** Agency Designee 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.

Upon receipt of the grievance, the Local ~~or~~ **Employing** Agency Designee 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 **Site** representative**, and/or other authorized Association representative**, may attend the meeting and shall represent the employee if requested. **The OEA LRC will serve as spokesperson for the Association during the meeting unless otherwise designated.**

Within ten (10) days ~~of~~ **after** this meeting, the Local ~~or~~ **Employing** Agency Designee shall respond on the grievance form and return a copy to the Grievant and to the Association ~~site representative~~ **Site Representative**.

B. Step Two (2) - Employing Agency Director

Should the Grievant or the Association 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 grievance shall be filed with the **Employing** 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 **Employing** 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 **Employing** ~~agency head~~ **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~~ **The OEA LRC** ~~Association representative~~ may attend the meeting and shall represent the employee if requested. A**n** **OCB** representative ~~of the Office of Collective Bargaining~~ may be present at such meeting. The **OCB** 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)~~ **Two (2)** responses shall be mailed **to the OEA LRC**. The notification shall be sent to the Office of Collective Bargaining by the President of the Association.

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

C. Step Three (3) - Request for Arbitration

If the Agency is untimely with its response to the grievance at Step Two (2), absent a mutually agreed to time extension the Association may appeal the grievance to Step Three (3) requesting a meeting by filing a written appeal and copy of the grievance form to the **OCB** Deputy Director ~~of the Office of Collective Bargaining~~ within fifteen (15) days ~~of~~ **after** the due date of the Step Two ~~(2) receipt of a~~ grievance **response**. As a result of a failure to meet the time limits by the agency, OCB ~~shall~~ **and the Association may** schedule a meeting ~~with the Uniserv Consultant and/or a Site Representative~~ **with the OEA LRC and/or authorized Association 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~~ **Association**. The response will include the rationale upon which the decision is rendered and will be forwarded to the Grievant, the ~~Association's Step Two (2) representative who attended the meeting~~**OEA LRC** and the Association's Grievance ~~chair~~ **Chair**.

If the Association is not satisfied with the answer at Step Two (2) or the OCB response issued at Step Three (3), 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 **OCB** Deputy Director ~~of the Office of Collective Bargaining~~, with a copy sent to the **Employing** Agency Head/Director or designee. This notice shall be mailed within fifteen (15) days after the receipt of the decision at Step Two (2) or the OCB response issued 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 **by OCB**.

Explanation: *Designates the OEA LRC as the default spokesperson at Step 1 meetings as well as the recipient of Step 2 responses. This reflects an effort to establish the OEA LRC as the State's main contact.*

Instructions: *Step 2 responses should be mailed to the OEA LRC.*

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 Two (2), the Association shall designate those ~~bargaining unit members~~**employees** who have the authority to act on behalf of the Association. The **Association** President ~~of the Association~~ shall serve written notice to the **OCB** Deputy Director ~~of the Office of Collective Bargaining regarding who~~ **identifying** ~~these bargaining unit members are~~**employees**. Where feasible, the ~~bargaining unit representative~~ **employee** designated to attend such meetings shall be an employee of the **Employing** Agency ~~seeking to settle~~ **in which** the grievance **was filed**. ~~A bargaining unit~~**An Association** representative **who is an employee** shall be granted administrative leave with pay, per Section 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~~ **Employing Agency**.

B. A Grievant and the Association ~~site representative~~ **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~~**The** Association shall have the final authority in respect to any aggrieved employee, to decline to process a grievance **to arbitration** 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. **At any Step in the grievance procedure, the Association may decline to file an Association grievance or to withdraw an Association grievance for good reason.**

E. In the event an employee refuses or fails to attend a mediation, ~~an expedited arbitration,~~ an arbitration, or any other alternative dispute resolution proceeding, the Association

must, ~~except in extraordinary circumstances,~~proceed with the hearing or ~~have the right to~~ withdraw the grievance.

Explanation: *Clarifies that the Association has the authority to decline to file or withdraw an Association grievance for good cause. Strengthens the requirement that the parties proceed with mediation or arbitration when an employee does not attend.*

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~~ **Employing Agency** Director, or the **OCB** Deputy Director ~~of the Office of Collective Bargaining~~, the **grievance step** 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, **Step One (1), Step Two (2) or Step Three (3),** 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~~ **the Employing Agency** based on a review of written documents only.

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.*

5.08 - Disciplinary Grievance Procedure

A. General

An employee who wishes to grieve a suspension, a fine, a discharge, or a **disciplinary** demotion shall have such ~~grievance~~**discipline** subjected to ~~an expedited~~ **the** 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~~**Oral** reprimands ~~shall be grievable through Step One (1). Written~~**and written** reprimands shall be grievable through Step Two (2). If an oral or written reprimand becomes a factor in a disciplinary grievance that goes to arbitration, the arbitrator ~~may~~ **shall not** consider evidence regarding the merits of the oral and written reprimand**, since it could not be submitted to arbitration. Oral and written reprimands may only be used to show progression in an arbitration proceeding.**

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 Two (2)

An employee or an authorized Association representative may file a grievance directly to the **Employing** Agency Head/Director**,** or designee**,** ~~of the employing agency~~ at Step Two (2) 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 **Employing** 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 Two (2) meetings on a monthly basis, by geographic areas, so that all grievances that have been newly filed, that have been advanced to Step Two (2) 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 **Employing** 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~~ **An OCB** representative ~~of the Office of Collective Bargaining~~ may be present at such meeting and the **OCB** Deputy Director ~~of the Office of Collective Bargaining~~ or designee shall review the written decision of the **Employing** 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~~ **Copies** of Step Two (2) responses shall be mailed **to the OEA LRC**. The notification shall be sent to the ~~Office of Collective Bargaining~~ **OCB** by the President of the Association.

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

2. Step Three (3) - Request for Arbitration

If the **Employing** Agency is untimely with its response to a grievance at Step Two (2), absent a mutually agreed time extension**,** the Association may appeal the grievance to Step Three (3) requesting a meeting by filing a written appeal and a copy of the grievance form to the **OCB** Deputy Director ~~of the Office of Collective Bargaining~~ within fifteen (15) days of the due date of the Step Two (2) answer. Upon receipt of a grievance, as a result of the failure to meet the time limits by the agency, OCB **and the Association** shall schedule a meeting with the ~~Uniserv Consultant and/or a Site Representative~~ **OEA LRC and/or authorized Association Representative** within thirty (30) days ~~of~~ **after** 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~~**Association**. The response will include the rationale upon which the decision is rendered and will be forwarded to the Grievant, the ~~Association's Step Two (2) representatives who attend the meeting~~ **OEA LRC** and the Association's Grievance ~~chair~~ **Chair**.

If the Association is not satisfied with the answer at Step Two (2) or the OCB response at Step Three (3) (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 **OCB** Deputy Director ~~of the Office of Collective Bargaining~~, with a copy sent to the **Employing** Agency Head/Director**,** or designee. This notice shall be mailed within fifteen (15) days after the receipt of the decision at Step Two (2) 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.

Explanation: *Oral and written reprimands may only be used to show progression at arbitration, and may not be attacked on their merits. This section also continues the trend of establishing the OEA LRC as the State's contact person.*

5.09 - Reduction in Force Grievance

Grievances which arise under Article 18 shall be filed simultaneously with the Agency at Step Two (2) of the Grievance Procedure as outlined in Section 5.05, and the Office of Collective Bargaining at Step Three (3) of the Grievance Procedure as stipulated in Sections 18.01 and 18.13 with the following exceptions~~,~~**:**

A. The Step Two (2) 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 Two (2) to facilitate discussion of the issues.
B. At Step Three (3) the grievance shall be placed on the arbitration schedule no sooner than sixty (60) days from the filing of the arbitration and Step Two (2) appeal or forty-five (45) days after the issuance of the Step Two (2) 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~~**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 **(2)** 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.

Explanation: *The Association 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.*

Instructions: *To eliminate the accrual of interest, the parties should specifically waive the interest provision in the settlement agreement.*

5.12 - Scheduling

The parties shall strive to schedule all grievances **for arbitration** other than discharge grievances ~~filed on or after July 1, 2006,~~within two hundred forty (240) days from the date of mediation or the date of the mediation waiver. The timeframe may be waived by mutual agreement between OEA and OCB.

Explanation: *This section clarifies that both parties strive to schedule grievances for arbitration within the allotted time frame.*

ARTICLE 6 - ARBITRATION

6.01 - Arbitration Panel

~~Within thirty (30) days after this Agreement becomes effective, the~~**The** Employer and the Association shall ~~select~~ **maintain** 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~~ **rendering a decision on** 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.

Explanation: *The requirement that each arbitrator serve for the duration of the agreement has been removed to give the parties more flexibility.*

6.02 - Mediation Panel

~~Within thirty (30) days after this Agreement becomes effective the~~**The** Employer and the Association shall ~~select~~ **maintain** 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~~**Either** ~~party~~ **the Employer or the Association** 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~~ **Employer or the Association** in accordance with the mutually agreed upon procedure and the arbitration rules.

6.03 - Scheduling of Arbitration

Unless mutually agreed otherwise, the ~~parties~~ **Employer and the Association** 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~~ **Employing Agency and the Association**, except as provided in this Section. The arbitrator shall submit an account for the fees and expenses of arbitration to ~~each party~~ **OCB and the Association**. If **only** one ~~(1)~~ party desires a transcript of the proceedings, the total cost for such transcription shall be paid by ~~the~~**that** party ~~desiring the transcript~~. If ~~the other party~~**both parties** ~~desires~~**desire** 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.

Explanation: *The language stating that parties will normally not request transcripts was removed so as not to discourage requesting transcripts.*

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.

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

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) 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.

~~**6.09 - Expedited Arbitration Procedure** Unless mutually agreed otherwise by the parties, the expedited arbitration procedure shall apply to all suspensions 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.~~
~~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.~~

Explanation: *The expedited arbitration procedure language was removed.*

Instructions: *Fines and suspensions are to proceed through the grievance process toward formal arbitration.*

6.~~10~~09 - Alternative Dispute Resolution

Where the ~~parties~~**Employer and the Association** 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 nontraditional 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~~ **Association** shall present to the Employer a signed waiver by each grievant whereby the grievant agrees to be bound by ~~the decision~~ **use of the alternative dispute resolution proceeding or any decision issued thereunder**. 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.

Explanation: *The language was modified to reflect the removal of expedited arbitration.*

Instructions: *All grievances progress through the grievance process towards formal arbitration.*

ARTICLE 7 - HEALTH AND SAFETY

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~~ **When** 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 **Employing** ~~agency~~ **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~~**laws and regulations**. **Such** ~~Notice~~ **notice** shall be served upon the ~~Association at its principal business address~~**Association President**.

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 the Association President.*

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~~**applicable laws and** regulations.

7.05 - Duty to Report

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

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

Explanation: *Added a requirement that employees promptly report unsafe conditions related to their employment. This significantly broadens reporting requirements.*

Instructions: *Employees must now report unsafe conditions regarding their employment to their respective supervisors.*

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 **Employing** Agency's ~~facility~~ Health and Safety ~~designee~~ **Designee**, has sought to have it corrected and has allowed the ~~Employer~~ **Employing Agency** 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 **Employing** ~~agency safety designee~~ **Agency Health and 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~~ **Health** and ~~safety committee~~ **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~~ **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 **for employees** 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~~ **but** 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 exits shall be properly lighted and identified, and ~~an~~ **a facility** evacuation plan shall be conspicuously posted.

Explanation: *OSHA does not establish guidelines for fire and tornado drills, so the reference to it was deleted.*

Instructions: *Fire and tornado drills should still be conducted at least twice per year*

7.11 - Classroom Assistance

The ~~Employer~~ **Employing Agency** 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~~ **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~~ **The** State's Employee Assistance Program (EAP), through the Joint Labor/Management Committee**, shall be maintained**.

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~~ **Employing Agency** defers discipline while the employee pursues a treatment program, the employee shall waive confidentiality **to the extent that**~~, and the employing agency~~ **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~~ **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.

Explanation: *State policy permits random drug testing for the Department of Rehabilitation & Correction, the Department of Youth Services, and the Ohio Schools for the Deaf and Blind. The list of PCNs and names shall be available to SCOPE upon request.*

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

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.

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 made available at no cost to the employee.

Explanation: *This language was adopted from Centers for Disease Control (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.*

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.*

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 **Employing** Agency ~~Policy~~ **policy**. A periodic check on the safety of employees who work alone in potentially hazardous areas shall be made.

Explanation: *This language clarifies that working alone in the Department of Rehabilitation & Correction and the Department of Youth Services is controlled by agency policy. These agencies are required to conduct periodic checks on employees who work alone in hazardous areas.*

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

ARTICLE 8 - PERFORMANCE EVALUATION

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 Superintendent, Assistant Superintendent, 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 Superintendent, Assistant Superintendent, Principal, and/or Assistant Principal, shall discuss the classroom observation with the employee at a post-observation conference.

~~Said employees~~ **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.

Explanation: *In addition to the Principal and Assistant Principal, the listed employees can be observed by the Superintendent and Assistant Superintendent while serving a probationary period following any original appointment. This addition allows for greater efficiency in the process and provides more time for classroom observation and post-observation conferences.*

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.

Explanation: *The requirement that only full time employees have their performance evaluations completed on forms provided by the Employer was removed.*

Instructions: *All employees should have their performance evaluations completed on forms provided by the employer according to the procedures outlined above in 8.03.*

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~~**All** non-probationary employees ~~in the Department of~~

~~Education~~ **in the Schools for the Deaf and Blind** shall be given an employee performance evaluation in the period **sixty (**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 a 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.

Explanation: *This section now applies to the School for the Deaf and School for the Blind.*

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~~**Employing Agency** 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 **Employing** 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 **Employing** 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 Two (2) of the Grievance Procedure. If the grievance is unresolved at Step Two (2), appeal may be taken to ~~The Office of Collective Bargaining~~ **OCB**. 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.

Explanation: *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 Two (2) 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 Two (2), the Association 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.*

ARTICLE 9 - CLASSROOM CLIMATE

9.01 - Educational Climate Improvement

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.

Explanation: *"Improvement" was added to the title of the Article to focus on its purpose.*

9.02 - Student Assignments

Where operational needs allow, teachers **at the Department of Youth Services** shall be notified a minimum of ~~forty-eight (48)~~ **twenty four (24)** hours prior to the assignment of a new student or students to **their** classes. This requirement excludes orientation and assessment periods. **Teachers at the Department of Youth Services may access new student information online. At all other agencies, this minimum shall continue to be forty-eight (48) hours.**

Explanation: *Notification requirements for new students at DYS are now only 24 hours where operationally feasible. All other agencies remain at 48 hours where operationally feasible.*

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~~ **a** requirement that an employee testify and/or offer a written statement regarding alleged disruptive behavior of a pupil; and 2**.)** ~~Availability~~ **availability** to the employee of the disposition regarding the alleged disruptive behavior of a pupil; and 3**.)** ~~If~~ **if** the alleged disruptive behavior includes a complaint of sexually inappropriate behavior, the ~~Employer~~ **Employing Agency** 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 ~~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~~**the committee's recommendations.**

9.04 - Development of Student Plans

In those facilities where an interdisciplinary team is utilized and the Employer requires an Individual Education Plan (IEP), 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 Education Plan, the teacher or an educational alternate shall write recommendations for the educational component of the Individual Education Plan.

When the Individual 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.

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.

In DRC and DYS, all credentialed staff must possess licensure and shall have valid teaching credentials (2 years or more) on July 1 of each year as defined by ~~the Ohio Department of Education~~ **ODE** for their specific parenthetical subtitle. ~~All temporary license holders shall convert to a standard license within three (3) years of initial employment. An employee who holds a temporary license shall have until July 1, 2008, to comply with this provision.~~ Any employee who fails to comply with these provisions by July 1st of each year (as referenced above) is subject to termination and shall only be able to grieve such action through Step Two (2) of the grievance process.

When the Employer posts a vacancy for ~~AT&I Vocational/Trades Teacher~~ **Teacher Career Technology (1-4),** the posting shall clearly indicate that it is incumbent upon the ~~person~~**employee** filling the position to pay for all courses and expenses necessary to obtain proper ~~certification~~**licensure**. The ~~Employer~~ **Employing Agency** 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~~**Employing Agency** from assuming part or all of the costs for course work and expenses necessary to obtain proper ~~certification~~ **licensure** in instances where monies are available.

Explanation: *Credentialed staff are responsible for maintaining licensure and/or teaching credentials. It also makes it clear to employees covered by this Agreement that they are subject to termination if they fail to comply with the requirement that they possess valid certification. Additionally, termination is only grievable through Step Two (2) of the grievance procedure outlined in Article 5 of this Agreement.*

Explanation: *The language regarding temporary licenses was removed because the 2008 deadline has passed so it is no longer relevant. Also, AT&I Vocational/Trades Teacher is now called Teacher Career Technology.*

10.02 - Continuing Education Programs

Employing ~~agencies~~ **Agencies** which are certified by ~~the State Board of Education~~ **ODE** 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~~ **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~~ **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~~ **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~~ **is** committed to the upgrading and maintenance of the educational and skill levels of ~~bargaining unit members~~ **employees**.

The Employer will establish a tuition reimbursement fund for use by ~~members of this bargaining unit~~ **employees**. The fund will make available ~~three hundred thousand dollars ($300,000) in fiscal year 2007,~~ two hundred thousand dollars ($200,000) in ~~fiscal years 2008 and 2009~~ **in each fiscal year under this Agreement** for fees and expenses for attendance at seminars, workshops, conferences and for tuition reimbursement. ~~Employees~~ **Each employee** ~~will have~~ **has** a personal cap of ~~seven thousand five hundred dollars ($7,500)~~ **eight thousand dollars ($8,000)** for the ~~life~~ **duration** of the ~~contract~~ **Agreement** and a cap of three thousand five hundred dollars ($3,500) in any one fiscal year. Reimbursement shall be at one hundred percent (100%).

Background checks for license renewals for DRC employees, including finger print and record check verification, may be done at DRC reception centers at no cost to DRC employees. Such checks must be done on off duty time. All other expenses are to be borne by the employee.

~~The parties shall discuss any~~Any changes in the fund **shall be discussed** 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 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~~ **Each Employing** ~~agency~~ **Agency** shall attempt to share information on seminars, workshops and conferences with interested employees, consistent with the local procedure for distribution **and retention** 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.~~

Explanation: *The tuition fund remains at $200,000 per fiscal year for the duration of the Agreement, and the cap for each employee has been raised from $7,500 for the duration of the Agreement to $8,000. Employees must exhaust the fund administered by the Department of Administrative Services before applying for agency funds, if any. Regardless of the funding source, no employee shall receive more than $3,500 in a fiscal year. Finally, this contract establishes that background checks for DRC employees may be done at DRC facilities free of charge.*

Instructions: *Only DRC employees only should be given free background checks at DRC facilities. The checks must be done on their own time.*

10.04 - Required Training

If the ~~employing agency~~**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 Corrections and Department of Youth Services, including vocational teachers, and Department of Youth Services employees in the classifications of 71221 through 71224, shall not be eligible for educational leave~~under the provisions of this Agreement~~. This includes, but is not limited to, time off for conferences, workshops, District Education days, service programs sponsored by affiliates of the National Education Professions or any other professional development functions. This does not preclude the Employer from granting educational leave in the following circumstances: 1**.)** Career-Technical Path to Five Year Licensure~~,~~**; 2.)** Special Education Temporary License conversion to Five year license; 3**.)** Waivers for school system needs only, as determined by management. ~~The Employer~~**Each Employing Agency** will work with colleges and universities to offer opportunities for continuing education during the two (2) week inter-session breaks, as referenced in Section 30.01.

B. 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 **for part time employees or four (4) hours weekly for full time employees,** unless otherwise agreed to by the ~~agency~~ **Employing 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~~ **Employing Agency** 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: *This section does not grant additional leave to Department of Rehabilitation and Correction and Department of Youth Services classroom teachers and each section (A) and (B) must be read independently.*

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.~~**1.)** district education association in-service day; or ~~B.~~**2.)** in-service programs sponsored by a professional library association; or ~~C.~~**3.)** 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.

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.

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~~**employee's Employing Agency**.

10.08 - Inter-session breaks

Management agrees that joint labor-management committees will not normally be scheduled during the inter-session breaks as referenced under Section 30.01. If the committees do meet during the inter-session breaks, the employee will be compensated at their straight rate of pay for the hours necessary to complete the committee work.

~~Management and the Association agree to discuss any~~**Any** issues related to the two (2) week inter-session breaks, including but not limited to, the scheduling of committees during the break, any cost impacts, leave usage concerns, and classroom teaching schedules~~. The issues shall~~ **may** be discussed and reviewed at any Agency Labor-Management meeting ~~held during the life of this agreement~~.

Explanation: *This section makes discussion and review of issues related to inter-session optional instead of mandatory.*

ARTICLE 11 - LABOR/MANAGEMENT COMMITTEES

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-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~~.

Explanation: *This section gives the Statewide Labor/Management Committee more flexibility to choose topics addressed at its meetings.*

11.03 - Agency Labor/Management Committees

The Employer and the Association shall each appoint **no more than** 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~~ **to discuss issues relating to the Employing Agency** biannually unless ~~by mutual agreement of both parties, and discuss issues relating to the agency~~ **the Employing Agency and the Association agree to meet more often.**

Explanation: *Agencies are no longer required to have three members on Labor/Management from each side. This may help agencies who have a small number of OEA members.*

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 - Payment of Committee Members

Employees who are committee members ~~will~~**shall** be paid 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.

11.06 - Education Reform Discussion

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

Explanation: *A statewide meeting can be held if and when it is deemed necessary by the parties for the purpose of discussing implementation of education reform.*

Instructions: *Employees should be given paid leave for these meetings.*

ARTICLE 12 - PERSONNEL FILES

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 Employ**ing Agency**~~er~~, 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~~ **after** notification of the employing agency's action.

12.04 - 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

13.01 - Standard

Employees shall only be disciplined for just cause.

13.02 - ~~Investigatory Meeting~~ Employee Investigations

An employee shall, upon request, have an Association representative present during a meeting with representatives of the ~~employing agency~~ **Employing Agency** held for the purpose of ~~obtaining information~~ **investigating allegations** which might reasonably lead to disciplinary action against ~~that~~ **the** employee. The ~~Employer~~ **Employing Agency** shall not interfere with, restrain or coerce employees in the exercise of their rights to **this** 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~~ **his/her Employing Agency**, such as: performance evaluations, training, job audits, counseling sessions, work-related instructions, or ~~to inform~~ **where** an employee **is informed** of the disciplinary action. **No polygraph of an employee will be conducted during an administrative investigation without**

the employee's consent. The Employing Agency will email or call the OEA / LRC before any OEA member is placed on administrative leave or before an investigatory interview.

Explanation: *Prohibits the Employing Agency from conducting polygraph examinations during an administrative investigation without the employee's consent. The State does not have control over polygraphs during criminal investigations. Additionally, the Employing Agency now has a duty to notify the OEA LRC before conducing an investigatory interview or putting an OEA member on administrative leave.*

Instructions: *Before conducting an investigatory interview or placing a member on administrative leave, the Agency must contact the OEA LRC by email or phone.*

13.03 - Pre-Suspension or Pre-Termination Conference

When the ~~Employer~~ **Appointing Authority** 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~~**OEA/LRC**. 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~~ **Employing Agency** 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~~ **An** employee may request that a representative designated by the Association be present at the conference. **The OEA LRC or other Association representative will represent the employee.** The employee, or his/her **Association** representative, may make a written request to the ~~Employer~~ **Employing Agency** for continuance of up to forty-eight (48) hours. Such continuance shall not be unreasonably requested or denied. A continuance beyond forty-eight (48) hours may be arranged by mutual agreement ~~of the parties~~, but in no case longer than sixty (60) days. In the event an employee refuses or fails to attend a pre-disciplinary meeting, an Association representative shall represent the employee~~ in the matter at hand~~. Where the affected employee is on disability, or applying for disability, and is unable or unwilling to attend the meeting, he/she shall be offered the right to participate by telephone. The call shall be initiated via speakerphone in the presence of the Association representative and ~~Employer~~ **Employing Agency** representative or designee. Failure of the employee to respond to the offer or phone call shall result in the meeting proceeding without his/her presence. Any action resulting from ~~said~~ **this** meeting shall not be challengeable on the basis of the employee's absence or lack of participation.

Prior to the conference, the ~~Employer~~ **Employing Agency** may take temporary action to

reassign the duties of the affected employee or place ~~said~~ **the** 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~~ **is** 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 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~~ **after** the conclusion of the conference and transmit the written notification to the employee, and ~~the designated Association representative~~ **the OEA LRC**. "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~~**occurs** and the ~~Employer~~ **Appointing Authority** 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.

Explanation: *This section continues the trend of providing notice and representation rights to the OEA LRC.*

Instructions: *Instead of sending pre-discipline notice to any OEA identified representative, it should be sent to the OEA LRC. Also, the OEA LRC should represent the employee at any pre-discipline meeting, and pre-discipline reports should be sent to the OEA LRC.*

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 ~~(~~**whereby an** ~~Employee~~ **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~~ **progression**; 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 **of** suspension(s) without pay; 6**.)** reduction of one step~~. This~~ **which** shall not interfere with the employee's normal step anniversary. Solely at the ~~Employer's~~ **Appointing Authority's** discretion, this action shall only be used as an alternative to termination **of employment**. 7**.)** termination **of employment**.

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~~**an** 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.

Explanation: *The Employer may, solely at its option, impose a reduction of one (1) step as an alternative to termination.*

This 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 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.

Instructions: *Imposition of a one (1) step reduction as discipline shall not alter an employee's normal step anniversary.*

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.

13.05 -Removal of Disciplinary Documents from Personnel Files

Records of oral and written reprimands and all documents related thereto 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. **If there is such intervening discipline, the oral and written reprimand may be retained for an additional 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. **If there is such intervening discipline, the suspension may be retained for an additional two (2) year period.**

The retention period may be extended by a period equal to employee leaves of fourteen (14) consecutive days or longer, except for approved periods of vacation leave. In any case in which **an oral reprimand**, a written reprimand, suspension**, a fine, a reduction** or ~~dismissal~~ **termination of employment** is disaffirmed or otherwise rendered invalid, all documents relating thereto will be removed from the personnel file.

Employees ~~who are~~ **whose employment is** terminated and subsequently returned to work ~~without any discipline~~ through arbitration, shall have the termination **of employment** entry on their Employee History on Computer (EHOC) stricken.

Explanation: *Clarifies that if an intervening discipline occurs within the time period stated, the previous discipline may be retained. Expands the circumstances under which documents relating to discipline should be removed from a personnel file. All employees who are returned to work through arbitration are to have their termination record removed, regardless of whether they were brought back with any discipline.*

ARTICLE 15 - CLASSIFICATION

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

If the Association disputes the proposed compensation levels of a **proposed new** 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.

Explanation: *The employer must consult with the Association before changing the compensation level for any classification.*

ARTICLE 16 - POSITION AUDITS

16.01 - Position Descriptions

New employees shall be provided a copy of position descriptions. When position descriptions are changed, employees shall be furnished a copy. Any employee may request **and will receive** 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~~ **Employing 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.

The **Employing** Agency designee will review the grievance filed, conduct an investigation if necessary, and issue a written decision within fifteen (15) calendar days. If the **Employing** Agency designee determines that the grievant is performing duties not contained in his/her classification, the **Employing** 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 **Employing** 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 **Employing** Agency Director, it may file the grievance to ~~the Office of Collective Bargaining~~ **OCB**. This grievance must be filed within five (5) calendar days of the employee's receipt of the **Employing** Agency Director's decision.

After receipt of such grievance, the **OCB** 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 **OCB's** 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~~ **OCB** 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 **OCB** 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 **OCB** 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.

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

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.

Arbitration Awards:

#699 *Arbitrator Rivera; Grievant John Howe et. al.; Department of Mental Health, 12/03/91. The Arbitrator found that the Employer did not have to recall an employee to a position that became vacant through retirement. 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. The definition of "vacancy" in the Article is only a position which the Employer has determined to fill by transfer, promotion, or original appointment. The grievance was denied.*

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 **E**~~e~~mploying **A**~~a~~gency 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 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 **E**~~e~~mploying **A**~~a~~gency where the vacancy exists;
2. internal transfers;
3. promotions within the **E**~~e~~mploying **A**~~a~~gency 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 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 **made** with the approval of the Employer.

17.05 - Probationary Period

A. 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 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 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.

Explanation: *There is no requirement to only reassign the employees within their classification title and/or parenthetical subtitle.*

Instructions: *If the Agency needs to 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 the 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 an English teacher position.*

17.07 - 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

18.01 - Pre-Reduction in Force Action

A. A reduction in force of employees may only be effected by the **E**~~e~~mploying **A**~~a~~gency when such action is based upon any of the following reasons: (1) a reorganization for the efficient

operation of the **E**~~e~~mploying **A**~~a~~gency; (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~~ **E**~~e~~mploying **A**~~a~~gency. 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~~ **E**~~e~~mploying **A**~~a~~gency must also inform the Association of the anticipated classification(s) where reductions may occur, the particular position(s) and 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~~ **E**~~e~~mploying **A**~~a~~gency 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~~ **E**~~e~~mploying **A**~~a~~gency 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~~ **E**~~e~~mploying **A**~~a~~gency 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 appointment types, names of employees affected with 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~~ **E**~~e~~mploying **A**~~a~~gency 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 **E**~~e~~mploying **A**~~a~~gency's final decision may be implemented.

B. After the **Employing** Agency makes a final decision to implement a layoff, job abolishment or institutional closing, the **Employing** Agency in which the layoff, abolishment, closing occurs shall cause notice of the job action to be sent to all the other agencies employing **bargaining unit** ~~Unit 10~~ members. The notice shall specify the number of ~~Unit 10~~

employees being laid off or abolished, general job titles, and when the employee will be available for other employment.

Employing 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 **bargaining unit** ~~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 **Employing** Agencies and institutions receiving notice of available job vacancies shall make the information about the vacancies available to employees who are being laid off.

C. Should the Association disagree with the ~~Employer~~**Employing Agency**'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 2 and 3 in accordance with Section 5.09. Such a grievance shall be filed by the Association with the ~~Office of Collective Bargaining~~ **OCB** and the Agency at Steps 2 and 3 of the Grievance Procedure within fifteen (15) work days of the date the Association receives the final decision from the **E**~~e~~mploying **A**~~a~~gency. 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.

Arbitration Awards:

#803 — *Arbitrator Minni; Grievant 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. 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 a long term custodial environment. The Arbitrator found that that the institution was in financial straits and that the Employer met the test of providing "substantial validity." The grievance was denied.*

18.02 - Implementation

If no appeal is received by the **Employing** Agency and **OCB** ~~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~~ **Employing Agencies** 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 **E**~~e~~mploying **A**~~a~~gency 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~~ **Employing Agency**. 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 **E**~~e~~mploying **A**~~a~~gency. 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 **E**~~e~~mploying **A**~~a~~gency 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~~ **Employing Agency** 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.

Arbitration Award:

#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.*

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 **E**~~e~~mploying **A**~~a~~gency 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 **E**~~e~~mploying **A**~~a~~gency implementing the reduction in force or displacement, and third, within work facilities within contiguous counties which are operated by the **E**~~e~~mploying **A**~~a~~gency 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 **E**~~e~~mploying **A**~~a~~gency implementing the reduction in force or displacement, and third, within work facilities within contiguous counties operated by the **E**~~e~~mploying **A**~~a~~gency 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 **E**~~e~~mploying **A**~~a~~gency implementing the reduction in force or displacement, third, within work facilities within contiguous counties operated by the **E**~~e~~mploying **A**~~a~~gency 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 **E**~~e~~mploying **A**~~a~~gency implementing the reduction in force or displacement, and third, within work facilities within contiguous counties which are operated by the **E**~~e~~mploying **A**~~a~~gency 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 **E**~~e~~mploying **A**~~a~~gency implementing the reduction in force or displacement, and third, within work facilities within contiguous counties which are operated by the **E**~~e~~mploying **A**~~a~~gency 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 **E**~~e~~mploying **A**~~a~~gency implementing the reduction in force or displacement, and third, within work facilities within contiguous counties which are operated by the **E**~~e~~mploying **A**~~a~~gency 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 **E**~~e~~mploying **A**~~a~~gency implementing the reduction in force or displacement, and third, within work facilities within contiguous counties which are

operated by the **E**~~e~~mploying **A**~~a~~gency 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~~ **Employing Agency** shall furnish to the Association a complete listing of displacements which have occurred. The listing shall indicate name(s) of all displaced employees with 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 **E**~~e~~mploying **A**~~a~~gency 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 **ODAS** 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 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 **E**~~e~~mploying **A**~~a~~gency shall report to the **Department of Job and Family Services** ~~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 **E**~~e~~mploying **A**~~a~~gency, 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 **E**~~e~~mploying **A**~~a~~gency shall not hire, transfer, or promote any person into a classification title and/or parenthetical subtitle in a facility operated by the **E**~~e~~mploying **A**~~a~~gency 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 **E**~~e~~mploying **A**~~a~~gency 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 **Employing** **A**~~a~~gency 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 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 Eemploying Aagency) 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 **E**~~e~~mploying **A**~~a~~gency, 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.

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 estopped 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.*

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~~ **Employing Agency** 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/she 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 **Employing A**~~a~~gency 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 employee in addition to recall rights set forth in this Article, shall have the right to reemployment with other **Employing A**~~a~~gencies. 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 **Employing** 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 **E**~~e~~mploying **A**~~a~~gency. 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 statewide reemployment list.

The reemployment list shall be administered by the Certification Unit within the Employment Processing Section at the **ODAS** ~~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 **E**~~e~~mploying **A**~~a~~gency.

The employee accepting a position across agency lines will serve a probationary period of ninety (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 four (4) to six (6) weeks of employment and no later than ten (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 **Employing A**~~a~~gency lines. Acceptance of reemployment by an employee shall remove his/her name from the recall list of the **Employing A**~~a~~gency which 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 affect an employee's recall to his/her **E**~~e~~mploying **A**~~a~~gency. 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.

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

Instructions: *Prior to an agency issuing layoff notices, State Services and OCB must be notified of the details of and rational for any such layoff.*

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.

18.17 - Placement

Notwithstanding any other provisions of Article 17, the Association and the **Employing A**~~a~~gency or **Employing A**~~a~~gencies 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~~ **Employing Agency** 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 **E**~~e~~mploying **A**~~a~~gency 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.

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.

A teacher 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 license~~ **appropriate licensure**.

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 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.

19.03 - Limitation

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

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

19.04 - Extension of Probationary Period

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

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 ~~Empoyer's~~ **Employing Agency's** satisfaction, the Employer may ~~remove~~ **separate** the employee from **service** ~~employment~~. The employee may not challenge such ~~removals~~ **separation**.

19.06 - Inter-Agency Transfer Rights

Employees who initiate a lateral transfer from one ~~agency~~ **Employing Agency** to another shall serve an initial probationary period. If the employee fails to perform the job requirements of the new position to the ~~Employer's~~ **Employing Agency's** satisfaction, the ~~Employer's~~ **Employing Agency's** may ~~remove~~ **separate** the employee **from employment**. The employee may not challenge such ~~removals~~ **separations**.

ARTICLE 20 – SENIORITY

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~~ **Employing Agency** dating back to the original date of hire with the ~~agency~~ **Employing 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.

Each full-time employee shall be credited with one seniority credit for each pay period of continuous service. Part-time employees will be credited with .0125 seniority credit for each non-premium hour of compensation in each pay period not to exceed one (1) seniority credit in a pay period. Service credit shall be computed in years, months, and days and shall be credited for all periods for which "seniority credits" are granted.

20.03 - Seniority Lists

Each ~~employing agency~~**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. Where available, the ~~employing agency~~ **Employing Agency** shall provide an electronic posting of the list. The ~~employing agency~~ **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~~ **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~~ **Newly hired 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~~ **employee** shall be provided with written information concerning the method for claiming prior service under Section 20.01. The ~~Employee~~ **employee** will acknowledge receipt of same by signing for it.

The ~~Employer~~ **Employing Agency** 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 employee shall have ten (10) working days to review the corrected list and to dispute his/her seniority and to furnish to the ~~Employer~~ **Employing Agency** additional information.

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

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. **Seniority lists shall not display any employee's social security number.**

20.05 - Conversion

The following principles and procedures shall apply to the conversion from a date-based seniority system to a system based upon seniority credits:

A. Principles, methods or understandings used to determine seniority standing or to resolve disputes over relative seniority ranking under prior Agreements will not be altered by the provisions of this Agreement. That is, if a seniority dispute has previously been raised

and resolved, the prior resolution of that matter will stand.

B. Effective July 1, 2006, seniority credits shall replace seniority dates as the basis for determining relative seniority standing or seniority rights under this Agreement.

C. In the event that non-bargaining unit employees enter the bargaining unit, the Association shall have the opportunity to contact ~~the Office of Collective Bargaining~~ **OCB** to review and verify those employees' seniority credits. This review is to be initiated within six (6) pay periods of the pay period in which the Association is notified of the personnel action.

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 according to the pay tables set forth in sub-section E.

~~Effective the pay period including July 1, 2003, there shall be no non-probationary step movements~~. **There shall be a freeze on step movement beginning with employees whose step date is June 21, 2009 or thereafter.** Step movement shall resume ~~on the pay period including July 1, 2005~~ **beginning with the employees whose step date is June 21, 2011**. 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: *Factfinder Mancini recommended that there be no step movement from June 21, 2009 through June 20, 2011.*
The freezing of step movement impacts probationary step movement for those employees hired during the freeze. Employees who are hired during the freeze will not receive a probationary step increase. Upon resumption of step movement, the employee's step date shall be the employee's date of hire. This freeze applies to all employees.

Instructions: *Wage increases where an individual receives an automatic progression from one classification to another classification, within the same series, shall continue while the freeze is in effect. Employees who were hired or promoted prior to the implementation of the step movement freeze shall receive a probationary step increase.*

Effective Date: *June 21, 2009 through June 20, 2011*

~~Said e~~**E**mployees 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.

B. Pay Levels

Effective July 1, 2000, progression through the levels 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.
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.
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.

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.

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

Employees of the Department of Rehabilitation and Correction 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 step 11 is reached. Upon assignment to step 11, 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.

a) All new hires with zero (0) to two (2) years of teaching experience pursuant to Section 21.02 start at step one (1). 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	1
3	2
4	3
5	4
6	5
7	6
8	7
9	8

Years of Service	Step
10	9
11	10
12	11
13 – 24	12
25 or more	13

b) All schedule movement is subject to provisions in Article 8.05.
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.
d) Step 13 becomes effective upon attainment of 25 years of teaching service with the State of Ohio, subject to Section 21.02.
e) For purposes of implementing this Article, experience may be credited as years of service subject to Section 21.02

~~Effective with the pay period which includes July 1, 2006, the salary base shall be increased by three percent (3%) and the following hourly wages shall apply:~~

~~**Steps**~~

	~~**1**~~	~~**2**~~	~~**3**~~	~~**4**~~	~~**5**~~	~~**6**~~	~~**7**~~	~~**8**~~	~~**9**~~	~~**10**~~	~~**11**~~	~~**12**~~	~~**13**~~
~~BA~~	~~$17.15~~	~~$17.76~~	~~$18.36~~	~~$18.97~~	~~$19.57~~	~~$20.18~~	~~$20.79~~	~~$21.39~~	~~$22.00~~	~~$22.60~~	~~$23.21~~	~~$23.81~~	~~$24.42~~
~~BA+20~~	~~$17.92~~	~~$18.60~~	~~$19.29~~	~~$19.97~~	~~$20.66~~	~~$21.34~~	~~$22.03~~	~~$22.71~~	~~$23.40~~	~~$24.09~~	~~$24.77~~	~~$25.46~~	~~$26.14~~
~~MA~~	~~$18.98~~	~~$19.75~~	~~$20.51~~	~~$21.28~~	~~$22.05~~	~~$22.81~~	~~$23.58~~	~~$24.34~~	~~$25.11~~	~~$25.87~~	~~$26.64~~	~~$27.40~~	~~$28.17~~
~~MA+30~~	~~$20.05~~	~~$20.90~~	~~$21.74~~	~~$22.59~~	~~$23.43~~	~~$24.28~~	~~$25.12~~	~~$25.97~~	~~$26.81~~	~~$27.66~~	~~$28.50~~	~~$29.35~~	~~$30.19~~

~~Effective with the pay period which includes July 1, 2007, the salary base shall be increased by three and a half percent (3.5%) and the following hourly wages shall apply:~~

~~**Steps**~~

	~~**1**~~	~~**2**~~	~~**3**~~	~~**4**~~	~~**5**~~	~~**6**~~	~~**7**~~	~~**8**~~	~~**9**~~	~~**10**~~	~~**11**~~	~~**12**~~	~~**13**~~
~~BA~~	~~$17.75~~	~~$18.38~~	~~$19.01~~	~~$19.64~~	~~$20.26~~	~~$20.89~~	~~$21.52~~	~~$22.14~~	~~$22.77~~	~~$23.40~~	~~$24.02~~	~~$24.65~~	~~$25.28~~
~~BA+20~~	~~$18.55~~	~~$19.26~~	~~$19.97~~	~~$20.67~~	~~$21.38~~	~~$22.09~~	~~$22.80~~	~~$23.51~~	~~$24.22~~	~~$24.93~~	~~$25.64~~	~~$26.35~~	~~$27.06~~
~~MA~~	~~$19.65~~	~~$20.44~~	~~$21.24~~	~~$22.03~~	~~$22.82~~	~~$23.61~~	~~$24.40~~	~~$25.20~~	~~$25.99~~	~~$26.78~~	~~$27.57~~	~~$28.36~~	~~$29.16~~
~~MA+30~~	~~$20.76~~	~~$21.63~~	~~$22.51~~	~~$23.38~~	~~$24.26~~	~~$25.13~~	~~$26.00~~	~~$26.88~~	~~$27.75~~	~~$28.63~~	~~$29.50~~	~~$30.38~~	~~$31.25~~

Effective ~~with pay period which includes July 1, 2008, the salary base shall be increased by three and a half percent (3.5%) and~~ **for the duration of this agreement,** the following hourly wages shall apply:

Steps

	1	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**
BA	$18.38	$19.03	$19.68	$20.33	$20.97	$21.62	$22.27	$22.92	$23.57	$24.22	$24.87	$25.52	$26.17
BA+20	$19.20	$19.93	$20.67	$21.40	$22.14	$22.87	$23.60	$24.34	$25.07	$25.81	$26.54	$27.28	$28.01
MA	$20.34	$21.16	$21.98	$22.80	$23.62	$24.44	$25.26	$26.08	$26.90	$27.72	$28.54	$29.36	$30.18
MA+30	$21.49	$22.39	$23.30	$24.20	$25.11	$26.01	$26.92	$27.82	$28.73	$29.63	$30.54	$31.44	$32.35

21.03 - Librarian 1, Librarian 2

The pay ranges for the following classifications are:

Classification		**Pay Range**
64311	Librarian 1 (Non-Degreed)	9
64312	Librarian 1 (Degreed)	10
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.

~~Effective the pay period including July 1, 2003, there shall be no non-probationary step movements.~~ **There shall be a freeze on step movement beginning with employees whose step date is June 21, 2009 or thereafter.** Step movement shall resume ~~on the pay period including July 1, 2005~~ **beginning with the employees whose step date is June 21, 2011** 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: *Factfinder Mancini recommended that there be no step movement from June 21, 2009 through June 20, 2011.*
The freezing of step movement impacts probationary step movement for those employees hired during the freeze. Employees who are hired during the freeze will not receive a probationary step increase. Upon resumption of step movement, the employee's step date shall be the employee's date of hire. This freeze applies to all employees.

Instructions: *Wage increases where an individual receives an automatic progression from one classification to another classification, within the same series, shall continue while the freeze is in effect. Employees who were hired or promoted prior to the implementation of the step movement freeze shall receive a probationary step increase.*

Effective Date: *June 21, 2009 through June 20, 2011*

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.~~ **There shall be a freeze on step movement beginning with employees whose step date is June 21, 2009 or thereafter.** Step movement shall resume ~~on the pay period including July 1, 2005~~ **beginning with the employees whose step date is June 21, 2011.** 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: *Factfinder Mancini recommended that there be no step movement from June 21, 2009 through June 20, 2011.*

The freezing of step movement impacts probationary step movement for those employees hired during the freeze. Employees who are hired during the freeze will not receive a probationary step increase. Upon resumption of step movement, the employee's step date shall be the employee's date of hire. This freeze applies to all employees.

Instructions: *Wage increases where an individual receives an automatic progression from one classification to another classification, within the same series, shall continue while the freeze is in effect. Employees who were hired or promoted prior to the implementation of the step movement freeze shall receive a probationary step increase.*

Effective Date: *June 21, 2009 through June 20, 2011*

21.05 - Teachers at the Ohio Schools for the Deaf and Blind

A. Pay Levels

Effective July 1, 2000, progression through the levels 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 semester 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].
3. MA - attainment of at least a Master's Degree but less than a Master's Degree and twenty (20) additional post-graduate semester 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 thirty (30) semester 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.
4. MA + 20 - attainment of at least a Master's Degree and twenty (20) additional post-graduate semester 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.

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.

B. Pay Tables

~~Effective with the pay period including July 1, 2006, notwithstanding Ohio Revised Code 124.15(L), all teachers at the Ohio Schools for the Deaf and Blind shall be paid in accordance with the following salary schedule:~~

	Steps																
	1	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**	**16**	**17**
BA-Spread	$17.30	$18.08	$18.87	$19.65	$20.43	$21.22	$22.00	$22.79	$23.57	$24.35	$25.14	$25.92	$26.70	$27.49	$27.49	$28.66	$29.63
BA-Actual	$24.32	$25.42	$26.52	$27.63	$28.73	$29.83	$30.93	$32.03	$33.13	$34.24	$35.34	$36.44	$37.54	$38.64	$38.64	$40.29	$41.66
BA+20-Spread	$18.15	$18.98	$19.81	$20.64	$20.95	$22.29	$23.11	$23.97	$24.78	$25.61	$26.44	$27.27	$28.10	$28.92	$28.92	$30.72	$31.56
BA+20-Actual	$25.52	$26.68	$27.85	$29.01	$29.45	$31.34	$32.48	$33.69	$34.84	$36.00	$37.17	$38.33	$39.50	$40.66	$40.66	$43.19	$44.37
MA-Spread	$19.25	$20.21	$21.18	$22.14	$23.11	$24.07	$25.04	$26.00	$26.97	$27.93	$28.90	$29.86	$30.83	$31.80	$32.76	$33.90	$34.71
MA-Actual	$27.06	$28.41	$29.77	$31.13	$32.48	$33.84	$35.20	$36.56	$37.91	$39.27	$40.63	$41.98	$43.34	$44.70	$46.05	$47.66	$48.79
MA+20-Spread	$19.87	$20.89	$21.92	$22.95	$24.15	$25.00	$26.02	$27.05	$28.08	$29.10	$30.13	$31.15	$32.18	$33.21	$34.23	$34.88	$35.98
MA+20-Actual	$27.93	$29.37	$30.82	$32.26	$33.94	$35.14	$36.58	$38.03	$39.47	$40.91	$42.35	$43.80	$45.24	$46.68	$48.12	$49.03	$50.57

~~Effective with the pay period which includes July 1, 2007, notwithstanding Ohio Revised Code 124.15(L), all teachers at the Ohio Schools for the Deaf and Blind shall be paid in accordance with the following salary schedule:~~

	~~**Steps**~~																
	~~**1**~~	~~**2**~~	~~**3**~~	~~**4**~~	~~**5**~~	~~**6**~~	~~**7**~~	~~**8**~~	~~**9**~~	~~**10**~~	~~**11**~~	~~**12**~~	~~**13**~~	~~**14**~~	~~**15**~~	~~**16**~~	~~**17**~~
~~**BA-Spread**~~	~~$17.91~~	~~$18.72~~	~~$19.53~~	~~$20.34~~	~~$21.16~~	~~$21.97~~	~~$22.78~~	~~$23.59~~	~~$24.40~~	~~$25.21~~	~~$26.02~~	~~$26.83~~	~~$27.65~~	~~$28.46~~	~~$28.46~~	~~$29.67~~	~~$30.68~~
~~**BA-Actual**~~	~~$25.17~~	~~$26.31~~	~~$27.45~~	~~$28.59~~	~~$29.73~~	~~$30.87~~	~~$32.01~~	~~$33.15~~	~~$34.29~~	~~$35.43~~	~~$36.57~~	~~$37.71~~	~~$38.85~~	~~$39.99~~	~~$39.99~~	~~$41.70~~	~~$43.11~~
~~**BA+20-Spread**~~	~~$18.79~~	~~$19.65~~	~~$20.51~~	~~$21.36~~	~~$21.69~~	~~$23.08~~	~~$23.92~~	~~$24.81~~	~~$25.65~~	~~$26.51~~	~~$27.37~~	~~$28.23~~	~~$29.09~~	~~$29.94~~	~~$29.94~~	~~$31.81~~	~~$32.68~~
~~**BA+20-Actual**~~	~~$26.41~~	~~$27.61~~	~~$28.82~~	~~$30.03~~	~~$30.48~~	~~$32.44~~	~~$33.62~~	~~$34.87~~	~~$36.05~~	~~$37.26~~	~~$38.46~~	~~$39.67~~	~~$40.88~~	~~$42.08~~	~~$42.08~~	~~$44.70~~	~~$45.92~~
~~**MA-Spread**~~	~~$19.92~~	~~$20.92~~	~~$21.92~~	~~$22.92~~	~~$23.92~~	~~$24.92~~	~~$25.92~~	~~$26.92~~	~~$27.92~~	~~$28.92~~	~~$29.92~~	~~$30.92~~	~~$31.92~~	~~$32.92~~	~~$33.92~~	~~$35.10~~	~~$35.93~~
~~**MA-Actual**~~	~~$28.00~~	~~$29.41~~	~~$30.81~~	~~$32.22~~	~~$33.62~~	~~$35.02~~	~~$36.43~~	~~$37.83~~	~~$39.24~~	~~$40.64~~	~~$42.05~~	~~$43.45~~	~~$44.86~~	~~$46.26~~	~~$47.66~~	~~$49.33~~	~~$50.50~~
~~**MA+20-Spread**~~	~~$20.57~~	~~$21.63~~	~~$22.69~~	~~$23.76~~	~~$25.00~~	~~$25.88~~	~~$26.94~~	~~$28.00~~	~~$29.07~~	~~$30.13~~	~~$31.19~~	~~$32.25~~	~~$33.31~~	~~$34.38~~	~~$35.44~~	~~$36.11~~	~~$37.24~~
~~**MA+20-Actual**~~	~~$28.91~~	~~$30.40~~	~~$31.89~~	~~$33.39~~	~~$35.13~~	~~$36.37~~	~~$37.86~~	~~$39.36~~	~~$40.85~~	~~$42.34~~	~~$43.83~~	~~$45.33~~	~~$46.82~~	~~$48.31~~	~~$49.80~~	~~$50.74~~	~~$52.34~~

Effective **for the duration of this agreement** ~~with the pay period which includes July 1, 2008~~, notwithstanding Ohio Revised Code 124.15(L), all teachers at the Ohio Schools for the Deaf and Blind shall be paid in accordance with the following salary schedule:

Steps

~~**July 1, 2008**~~

	1	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**	**16**	**17**
BA-Spread	$18.54	$19.38	$20.22	$21.06	$21.90	$22.74	$23.58	$24.42	$25.26	$26.10	$26.94	$27.78	$28.62	$29.46	$29.46	$30.72	$31.76
BA-Actual	$26.05	$27.23	$28.41	$29.59	$30.77	$31.95	$33.13	$34.31	$35.49	$36.67	$37.85	$39.03	$40.21	$41.39	$41.39	$43.16	$44.62
BA+20-Spread	$19.45	$20.34	$21.23	$22.12	$22.45	$23.89	$24.76	$25.69	$26.56	$27.44	$28.33	$29.22	$30.11	$31.00	$31.00	$32.93	$33.83
BA+20-Actual	$27.33	$28.58	$29.83	$31.08	$31.54	$33.57	$34.79	$36.09	$37.31	$38.56	$39.81	$41.06	$42.31	$43.55	$43.55	$46.26	$47.53
MA-Spread	$20.63	$21.66	$22.69	$23.73	$24.76	$25.80	$26.83	$27.87	$28.90	$29.94	$30.97	$32.01	$33.04	$34.07	$35.11	$36.33	$37.20
MA-Actual	$28.98	$30.43	$31.89	$33.34	$34.79	$36.25	$37.70	$39.16	$40.61	$42.06	$43.52	$44.97	$46.42	$47.88	$49.33	$51.05	$52.26
MA+20-Spread	$21.29	$22.39	$23.49	$24.59	$25.88	$26.79	$27.89	$28.99	$30.09	$31.19	$32.29	$33.39	$34.49	$35.59	$36.69	$37.38	$38.55
MA+20-Actual	$29.92	$31.46	$33.01	$34.55	$36.36	$37.64	$39.19	$40.73	$42.28	$43.82	$45.37	$46.91	$48.46	$50.00	$51.55	$52.52	$54.17

Explanation: *Factfinder Mancini recommended no general wage increases for the duration of this Agreement.*

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. **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 longevity.**

Explanation: *Employees who retire from state service and who have been reemployed by the State shall not have any prior service time counted toward longevity accrual.*

Hazardous Duty

Employees in the Department of Rehabilitation and Correction hired prior July 1, 1997 shall receive an additional Hazardous Duty Pay Supplement of three percent (3%). However, upon assignment to step 11 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.

Extra Curricular Activities Supplement

The Department of Youth Services, in coordination with the Office of Collective Bargaining, and the Ohio Education Association may agree to establish a supplement for employees who assist with Extra Curricular Activities.

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

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 employee's date of hire. ~~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%).

Explanation: *Factfinder Mancini recommended that there be no probationary step movement from June 21, 2009 through June 20, 2011.*

Instructions: *Employees who were hired or promoted prior to the implementation of the step movement freeze shall receive a probationary step increase.*

Effective Date: *June 21, 2009 through June 20, 2011*

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 Peripatologist shall be paid in accordance with the following salary schedules.

~~Effective with the pay period which includes July 1, 2006, the salary base shall be increased by three percent (3%) and the following hourly wages shall apply:~~

~~RANGE~~	~~STEP 1~~	~~STEP 2~~	~~STEP 3~~	~~STEP 4~~	~~STEP 5~~	~~STEP 6~~	~~STEP 7~~
~~8~~	~~$15.41~~	~~$15.90~~	~~$16.42~~	~~$17.08~~	~~$17.73~~	~~$18.46~~	
~~9~~	~~$16.42~~	~~$17.08~~	~~$17.73~~	~~$18.46~~	~~$19.33~~	~~$20.21~~	
~~10~~	~~$17.73~~	~~$18.46~~	~~$19.33~~	~~$20.21~~	~~$21.10~~	~~$22.18~~	
~~11~~	~~$19.33~~	~~$20.21~~	~~$21.10~~	~~$22.18~~	~~$23.25~~	~~$24.38~~	~~$25.60~~
~~12~~	~~$21.10~~	~~$22.18~~	~~$23.25~~	~~$24.38~~	~~$25.59~~	~~$26.80~~	~~$28.13~~

Effective with the pay period which includes July 1, 2006, any employee in Pay Range 11 who has attained a Masters degree plus 30 in a related field (MA +30) will be eligible for Step 7.

~~Effective with the pay period which includes July 1, 2007, the salary base shall be increased by three and a half percent (3.5%) and the following hourly wages shall apply:~~

~~RANGE~~	~~STEP 1~~	~~STEP 2~~	~~STEP 3~~	~~STEP 4~~	~~STEP 5~~	~~STEP 6~~	~~STEP 7~~
~~8~~	~~$15.95~~	~~$16.46~~	~~$16.99~~	~~$17.68~~	~~$18.35~~	~~$19.11~~	
~~9~~	~~$16.99~~	~~$17.68~~	~~$18.35~~	~~$19.11~~	~~$20.01~~	~~$20.92~~	
~~10~~	~~$18.35~~	~~$19.11~~	~~$20.01~~	~~$20.92~~	~~$21.84~~	~~$22.96~~	
~~11~~	~~$20.01~~	~~$20.92~~	~~$21.84~~	~~$22.96~~	~~$24.06~~	~~$25.23~~	~~$26.50~~
~~12~~	~~$21.84~~	~~$22.96~~	~~$24.06~~	~~$25.23~~	~~$26.49~~	~~$27.74~~	~~$29.11~~

Effective **for the duration of this agreement** ~~with the pay period which includes July 1, 2008, the salary base shall be increased by three and a half percent (3.5%) and~~ the following hourly wages shall apply:

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
8	$16.51	$17.04	$17.58	$18.30	$18.99	$19.78	
9	$17.58	$18.30	$18.99	$19.78	$20.71	$21.65	
10	$18.99	$19.78	$20.71	$21.65	$22.60	$23.76	
11	$20.71	$21.65	$22.60	$23.76	$24.90	$26.11	$27.43
12	$22.60	$23.76	$24.90	$26.11	$27.42	$28.71	$30.13

21.10 - Electronic Funds Transfer (EFT)

Effective July 1, 2006, all employees shall receive their pay via direct deposit. Employees shall authorize the direct deposit of the employee's compensation into a financial institution of the employee's choice or execute the required documentation to authorize the direct deposit into a financial institution designated by the Auditor of State for the benefit of the employee.

21.11 - Cost Savings Days (CSD)

Full time permanent employees at the Ohio School for the Deaf and the Ohio School for the Blind shall receive fifty-seven (57) cost savings hours without pay each fiscal year. Beginning with the pay period commencing on July 5, 2009 and ending with the pay period that ends on June 5, 2010, the loss of pay shall equal

2.375 hours each pay period throughout the fiscal year. For the next fiscal year, the amount shall equal 2.192 hours per pay period. Employees on OIL, Salary Continuation, or disability shall also have a reduction as outlined above. Deductions made pursuant to this article shall be made pre-tax. Employees shall be allowed to use two (2) Cost Savings Days (16 hours) under the rules pertaining to the use of personal leave in Article 27. Employees shall use sixteen hours of cost saving time on designated professional days, to be decided by management after discussion at labor management committee. The remaining twenty five costs savings hours shall be taken during the normal forty hour work week through a reduction in each work week of forty-two (42) minutes. The allocation of the forty-two minutes will be determined by management based on operational need considerations after discussion in labor management committee.

Full time permanent employees at the Department of Rehabilitation and Correction shall receive ten (10) days without pay, for a total of eighty (80) hours in each fiscal year. Beginning with the pay period commencing on July 5, 2009 and ending with the pay period that ends on June 5, 2010, the loss of pay shall be equal to 3.3333 hours each pay period throughout the year. For the next fiscal year, the amount shall equal 3.076. Employees on OIL, salary continuation, disability, or hostage leave shall also have a deduction of hours as outlined above. Deductions made pursuant to this Article shall be made pre-tax. Four cost savings days may be used as personal leave under the rules pertaining to the use of personal leave in Article 27, and six cost saving days may used as vacation days pursuant to Article 30. The hours of a cost savings day used as vacation days may not be less than the employee's regularly scheduled work day as defined in Article 23.01 or any hours remaining in the eight hour total. This assessment will not affect compensation due separately pursuant to Article 31.03 for hours worked on a holiday,

Full time permanent classroom teachers at the Department of Youth Services shall receive ten (10) days without pay, for a total of eighty (80) hours in each fiscal year. Beginning with the pay period commencing on July 5, 2009 and ending with the pay period that ends on June 5, 2010, the loss of pay shall be equal to 3.3333 hours each pay period throughout the year. For the next fiscal year, the amount shall equal 3.076. Employees on OIL, salary continuation, disability, or hostage leave shall also have a deduction of hours as outlined above. Deductions made pursuant to this Article shall be made pre-tax. These employees shall receive four cost savings days, equivalent to thirty two (32) hours, which may be used as personal days pursuant to Article 27. The remaining six days shall be cost savings days scheduled on no student contact days. Available days will be identified by management at the start of each fiscal year. Teachers may be denied specific requests for personal leave due to professional development, mandated agency training, and high stakes testing. Employees must take off the designated time to equal a total of 80 hours over each fiscal year, and shall not flex schedules or work overtime to avoid assessment of this time.

All other full time permanent employees of the Department of Youth Services and all other state agencies shall receive ten (10) days without pay, for a

total of eighty (80) hours, in each fiscal year beginning on July 1, 2009 and ending on June 30, 2011. Four (4) of these days may be used as personal days pursuant to Article 27 and the remaining six (6) days must be taken off according to the guidelines set forth below. The hours of the six cost savings days not used under the personal leave provisions may not be less than the employee's regularly scheduled work day as defined in Article 23.01 or any hours remaining in the eight hour total. This assessment will not affect compensation due separately pursuant to Article 31.03 for hours worked on a holiday.

The loss of pay shall be equal to 3.3333 or 3.076 hours each pay period throughout the year in accordance with the language above. Employees on OIL, salary continuation, disability, or hostage leave shall also have a similar deduction for each pay period throughout the year as outlined above. Deductions made pursuant to this Article shall be made pre-tax.

Where employees are eligible to take six cost saving days, the Employer shall conduct a canvass once in each fiscal year in each work unit for full time permanent employees. For FY 2010, the canvass results must be in place by September 1, 2009. Cost Savings Days for July and August 2009 will, at the employee's discretion, replace any vacation days scheduled during those months. The canvass results for fiscal year 2011 must be in place by July 1, 2010. The Employer shall indicate days which are not available and are identified as "black out" days based on operational need. "Black out" days may be work unit specific. Employees, in order of seniority, shall select days off. Subject to operational need, CSDs may include more than one day up to the total of eighty hours. During a fiscal year, an employee may only take up to five (5) consecutive CSDs during the same calendar week; thereafter, no more than two (2) CSDs may be taken per calendar week. *(This language may or may not be placed in the CBA depending on the determination regarding unemployment compensation).* The Employer retains the right to reject the selection based upon operational need. Employees who are unavailable during the canvass period (e.g., disability, workers' compensation, leave of absence, etc.) shall be permitted to schedule the appropriate number of CSDs upon their return, subject to the foregoing. Employees who fail to take all their CSDs in a given year shall forfeit them. Employees on alternative schedules must take off the number of days that are the equivalent of a total of eighty (80) hours.

In the event a cost savings day is revoked by the Employer after institution of a canvass, the employee shall be permitted to substitute any other day at his/her discretion. Revocation shall not be arbitrary or capricious. Such a rescheduling may not be revoked. The employee shall also be reimbursed for any costs incurred as a result of canceling or returning early from the CSD upon submission of appropriate evidence. The Employer and employee may mutually agree to change a CSD.

Employees' leave accruals and health insurance shall not be affected by cost savings days. Cost savings days/hours shall not be considered as active pay status for purposes of overtime under Article 23.06. In the event an employee leaves state service prior to the equalization of cost savings days used and deductions made,

appropriate corrections shall be made to his/her final paycheck or deducted from the employee's leave balances.

Explanation: *Factfinder Mancini recommended all employees take 80 hours of unpaid leave (57 hours for teachers at the Ohio School for the Blind and the Ohio School for the Deaf) each fiscal year beginning July 1, 2009 through June 30, 2011.*

Instructions: *Members at DR&C and DYS will take ten (10) unpaid days off (to equal 80 hours). Members at DR&C will take 4 days under personal leave rules and 6 days under vacation leave rules. Teachers at DYS will take 4 days under personal leave rules and 6 days on days where there is no student contact. Members at the Schools for the Deaf and Blind will take 2 days under personal leave rules and 2 days on designated professional days. The remaining 25 hours will be taken through a reduction in the work week of 42 minutes to be determined by management in consultation with OEA.*

During the first year of the contract, members at DR&C and DYS will see a deduction of 3.333 hours from each paycheck and members from Schools for the Deaf and Blind will receive a deduction of 2.375 hours per pay period. During the second year, all members will see a deduction of 3.076 hours from each paycheck except for members at the Schools for the Deaf and the Blind who will see a deduction of 2.192 hours. (Deductions for members at the Schools for the Deaf and Blind differ because they work a reduced year rather than a normal 2080 hour year.) Cost savings days (hours) will not affect leave accrual, benefits, or holiday pay.

Employers may reject a CSD selection but will be liable for costs incurred by the member. Member may select an alternative day that may not be changed by the employer.

ARTICLE 22 – EXTRACURRICULAR ACTIVITY PROGRAMS

22.01 - Compensation for Employees 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, 2000

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

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

Extracurricular Positions	**Compensation**		
	~~July 1, 2006~~	~~July 1, 2007~~	July 1, 2008
Cheerleading, Varsity	~~$2,072.22~~	~~$2,144.74~~	$2,219.81
Cheerleading, Assistant Varsity	~~$1,554.17~~	~~$1,608.56~~	$1,664.86
Cheerleading, Pee Wee	~~$712.92~~	~~$737.88~~	$763.70
Forensics, Varsity	~~$2,486.67~~	~~$2,573.70~~	$2,663.78
Forensics, Assistant	~~$1,616.34~~	~~$1,672.91~~	$1,731.46
Goal Ball, Varsity	~~$2,072.22~~	~~$2,144.74~~	$2,219.81
Goal Ball, Assistant Varsity	~~$1,243.33~~	~~$1,286.85~~	$1,331.89
Key Club Sponsor	~~$712.92~~	~~$737.88~~	$763.70
Pep Band Director	~~$2,486.67~~	~~$2,573.70~~	$2,663.78

Extracurricular Positions	**Compensation**		
	~~July 1, 2006~~	~~July 1, 2007~~	July 1, 2008
Sports Transportation Coord.	~~$1,545.00~~	~~$1,599.08~~	$1,655.04
Swimming, Varsity	~~$2,486.67~~	~~$2,573.70~~	$2,663.78
Swimming, Assistant	~~$1,616.34~~	~~$1,672.91~~	$1,731.46
Swimming, Pee Wee	~~$712.92~~	~~$737.88~~	$763.70
Swimming, Pee Wee Assistant	~~$463.40~~	~~$479.62~~	$496.40
Track, Varsity (Boys)	~~$1,795.91~~	~~$1,858.76~~	$1,923.82
Track, Varsity (Girls)	~~$1,795.91~~	~~$1,858.76~~	$1,923.82
Wrestling, Varsity	~~$2,072.22~~	~~$2,144.74~~	$2,219.81
Wrestling, Assistant Varsity	~~$1,554.17~~	~~$1,608.56~~	$1,664.86
Wrestling, Pee Wee	~~$712.92~~	~~$737.88~~	$763.70
Yearbook Sponsor	~~$1,243.33~~	~~$1,286.85~~	$1,331.89

OHIO STATE SCHOOL FOR THE DEAF

Extracurricular Positions	**Compensation**		
	~~July 1, 2006~~	~~July 1, 2007~~	July 1, 2008
Academic Bowl Advisor	~~$1,030.00~~	~~$1,066.05~~	$1,103.36
Baseball, Varsity	~~$1,795.91~~	~~$1,858.76~~	$1,923.82
Baseball, Assistant	~~$1,554.17~~	~~$1,608.56~~	$1,664.86
Basketball, Varsity	~~$2,762.95~~	~~$2,859.66~~	$2,959.75
Basketball, Assistant	~~$2,072.22~~	~~$2,144.74~~	$2,219.81
Basketball, Reserve	~~$1,795.91~~	~~$1,858.76~~	$1,923.82
Basketball, Junior High	~~$1,795.91~~	~~$1,858.76~~	$1,923.82
Basketball Camp	~~$901.25~~	~~$932.79~~	$965.44

Extracurricular Positions	**Compensation**		
	~~July 1, 2006~~	~~July 1, 2007~~	July 1, 2008
Cheerleading, Varsity	~~$2,072.22~~	~~$2,144.74~~	$2,219.81
Cheerleading, Assistant	~~$1,554.17~~	~~$1,608.56~~	$1,664.86
Cheerleading, Reserve	~~$1,554.17~~	~~$1,608.56~~	$1,664.86
Cheerleading, Junior High	~~$1,381.48~~	~~$1,429.83~~	$1,479.87
Cross Country, Varsity	~~$1,795.91~~	~~$1,858.76~~	$1,923.82
Faculty, Manager	~~$891.16~~	~~$922.35~~	$954.63
Football, Varsity	~~$2,781.00~~	~~$2,878.34~~	$2,979.08
Football, Assistant	~~$2,369.00~~	~~$2,451.92~~	$2,537.73
Football Camp	~~$2,060.00~~	~~$2,132.10~~	$2,206.72
Soccer, Varsity	~~$2,072.22~~	~~$2,144.74~~	$2,219.81
Soccer, Assistant	~~$1,554.17~~	~~$1,608.56~~	$1,664.86
Softball, Varsity	~~$1,795.91~~	~~$1,858.76~~	$1,923.82
Softball, Assistant	~~$1,554.17~~	~~$1,608.56~~	$1,664.86
Track, Varsity	~~$1,795.91~~	~~$1,858.76~~	$1,923.82
Track Assistant	~~$1,554.17~~	~~$1,608.56~~	$1,664.86
Volleyball, Varsity	~~$1,795.91~~	~~$1,858.76~~	$1,923.82

Extracurricular Positions	**Compensation**		
	~~July 1, 2006~~	~~July 1, 2007~~	July 1, 2008
Volleyball, Assistant	~~$1,346.94~~	~~$1,394.08~~	$1,442.88
Wrestling, Varsity	~~$2,072.22~~	~~$2,144.74~~	$2,219.81
Wrestling Assistant	~~$1,554.17~~	~~$1,608.56~~	$1,664.86
Key Club Sponsor	~~$690.73~~	~~$714.90~~	$739.93
Yearbook Sponsor	~~$1,243.33~~	~~$1,286.85~~	$1,331.89

The extra duties listed below will be paid at the employees' actual base rate of pay in accordance with the schedule set forth in Section 21.05.

Extra Duties of the Ohio State School for the Blind

Athletic Director Coordinators	100 Hours
- 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 Department Chairperson	120 Hours
- English	40 Hours
- Social Studies	40 Hours
- Math	40 Hours
- Science	40 Hours
- Voc. Car/Tech Ed	40 Hours
- Reading	40 Hours
Educational Clinic	80 Hours
Educational Clinic Coordinator(s)	120 Hours
Elementary Chair	40 Hours
High School Chair	40 Hours
JR NAD	40 Hours
Local Professional Development Committee Member	40 hours
Middle School Chair	40 Hours
Outreach Coordinator	80 Hours
Parent/Infant Coordinator	120 Hours
Peer Teacher Mentor	80 Hours

Psychologist	160 Hours
Teacher Mentor Coordinator	100 Hours
Vocational Chair	40 Hours

Explanation: *Establishes 2008 wage levels for extra curricular activities at the School for the Deaf and School for the Blind for the duration of the contract.*

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 **E**~~e~~mploying **A**~~a~~gency 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 **E**~~e~~mploying **A**~~a~~gency will meet with the Association to discuss compensation levels which should be assigned to the new activities.

22.06 - Meeting in Third Year of Contract

During the third year of this contract, the Employing Agency will meet with the Association to discuss the compensation regarding extra-curricular activity programs outlined above.

Explanation: *Each Employing Agency will meet with OEA during the third year of the contract to discuss compensation regarding extra-curricular activities.*

ARTICLE 23 - HOURS OF WORK

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. **With the exception of employees at the Department of Rehabilitation and Correction and the employees at the Schools for the Deaf or Blind, e**~~E~~ach 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.

Explanation: *Employees at all agencies except for the Department of Rehabilitation and Correction and the Schools for the Deaf and Blind will have a 30 minute unpaid meal period.*

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.

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 Association 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.*

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 and any leave used in lieu of sick leave shall not be considered as active pay status for the purposes of this Article. 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. Compensatory time is not available for use until it appears on the employee's earnings statement and on the date the funds are made available.

Explanation: *Language agreed to by the parties clearly sets out that not only sick leave but also any leave used in lieu of sick leave is not counted as active pay status. In addition compensatory time is not available for use until it appears on the employee's earnings statement and on the date the funds are made available.*

Instructions: *Payroll officers must develop a process to clearly identify leave used, "in lieu of sick leave," so it is not included in the compilation of overtime as active pay status.*

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 **two hundred and forty (240) hours** ~~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.

Explanation: *Employees can now accumulate a maximum of 240 hours of compensatory time.*

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;
4. core hours/established schedules.

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 - Emergency Leave

A. Weather Emergency

Employees directed not to report to work or sent home due to a weather emergency as declared by the Director of the Department of Public Safety, shall be granted leave with pay at their regular rate for their scheduled work hours during the duration of the weather emergency. The Director of the Department of Public Safety is the Governor's designee to declare a weather emergency which affects the obligation of State employees to travel to and from work. Employees required to report to work or required to stay at work during such weather emergency shall receive their total rate of pay for hours worked during the weather emergency. In addition, employees who work during a weather emergency declared under this section shall receive a stipend of eight dollars ($8.00) per hour worked. An emergency shall be considered to exist when declared by the Employer, for the county, area or facility where an employee lives or works.

For the purpose of this Section, an emergency shall not be considered to be an occurrence which is normal or reasonably foreseeable to the place of employment and/or position description of the employee.

Each year, by the first day of October, all agencies must create and maintain a list of essential employees. Essential employees are those employees whose presence at the work site is critical to maintaining operations during any weather emergency.

Essential employees normally consist of a skeletal crew of employees necessary to maintain essential office functions, such as those State employees who are essential to maintaining security, health and safety, and critical office operations.

Employees who are designated as essential employees shall be advised of the designation and provided appropriate documentation. Essential employees shall be advised that they should expect to work during weather emergencies unless otherwise advised. However, they are not guaranteed work. Nothing in this section prevents an appointing authority from using his or her discretion in sending essential employees home or instructing them not to report for work once a weather emergency has been declared. Essential employees who do not report when required during an emergency must show cause that they were prevented from reporting because of the emergency. Employees not designated essential may be required to work during a weather emergency.

During the year, extreme weather conditions may exist and roadway emergencies may be declared by local sheriffs in certain counties, yet no formal weather emergency is declared by the Governor or designee and State public offices remain open. Should this situation occur, agency directors and department heads are encouraged to exercise their judgment and discretion to permit non-essential employees to use any accrued vacation, personal or compensatory leave, if such employees choose not to come to work due to extenuating circumstances caused by extreme weather conditions. Non-essential employees with no or inadequate accrued leave may be granted leave without pay. Nothing in this section prevents an appointing authority from using his/her discretion to temporarily reassign non-essential employees to indoor job duties, consistent with their job classification, so that such employees are not performing unnecessary road- or travel-related duties during days or shifts of especially inclement weather.

B. Other Than Weather Emergency

Employees not designated essential may be required to work during an emergency. When an emergency, other than weather emergency, is declared by the Governor or designee and Administrative leave with pay is granted for employees not required to work during the declared emergency, such leave is to be incident specific and only used only in circumstances where the health or safety of an employee or of any person or property entrusted to the employee’s care could be adversely affected. Payment for hours worked for other than weather emergencies shall be pursuant to Section 23.15(A) above.

Explanation: *Only the Governor or the Governor's designee may declare an emergency, weather or otherwise. Employees working during a declared emergency shall receive an $8.00 per hour stipend for hours worked in addition to their total rate of pay for hours worked. Agencies must, no later than October 1st of each year designate a list of essential employees. Employees so designated are to be informed and provided with appropriate documentation.*

During extreme weather conditions when a weather emergency is not declared, an Agency may use its discretion and exercise judgment in allowing use of accrued personal, vacation, or compensatory time by employees unable to report to work due to extreme weather conditions, allow employees with no accrued time to be granted leave without pay, or reassign non-essential employees consistent with their job classification. During declared emergencies, other than weather emergencies, Agencies may grant Administrative Leave with pay to employees not required to work during the declared emergency. Any leave granted must be incident specific and only used in health and safety circumstances.

Instructions: *Emergencies shall be declared only pursuant to DAS Directive 6-03 or its successor. In addition, OCB will issue additional information and instructions during any declared emergency.*

ARTICLE 24 - TEMPORARY WORKING LEVEL

24.01 - Temporary Working Level

The **E**~~e~~mploying **A**~~a~~gency 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 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 **E**~~e~~mploying **A**~~a~~gency shall not place an employee in a temporary assignment more than once in any one (1) year period.

The **E**~~e~~mploying **A**~~a~~gency shall not extend a temporary assignment beyond a ten (10) week period unless the **Employing Agency** ~~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~~ **position** excluded from the bargaining unit shall maintain his/her seniority and grievance rights within the bargaining unit for the period of his/her 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

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, **effective July 1, 2010, employees who provide valid documentation to their agency's Human Resources department shall receive credit for prior service with the State, the Ohio National Guard, or any political subdivision of the State for purposes of computing vacation leave in accordance with ORC 9.44. This new rate shall take effect starting the pay period immediately following the pay period that includes the date that the Department of Administrative Services processes and approves their request. Time spent concurrently with the Ohio National Guard and a state agency or political subdivision shall not count double.**

Additionally, for the 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.

Explanation: *Employees that can document to DAS prior service with the State of Ohio, a political subdivision of the State or the Ohio National Guard will receive credit for that prior service in the computation of their vacation accrual.*

Instructions: *DAS will provide a framework for submitting employee information.*

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).

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. A new usage period will begin with the pay check that includes December 1st. A new usage period will begin each year of the Agreement.

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 **will be paid at 100% when the sick leave usage is** for **the employee, employee's spouse or child residing with the employee for: 1)** 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%~~**; or 2) time**

spent in outpatient surgery or for those hours of sick leave used before or after the outpatient surgery that are contiguous to outpatient surgery. Sick leave requested at least thirty (30) calendar days in advance for prescheduled medical appointments for the employee, employee's spouse or child residing with the employee may be supplemented at the employee's request to 100% of pay with available sick leave balances provided that a doctor's statement is submitted on the first day the employee returns to work following the absence. The employee must indicate the desire to supplement sick leave balances on the leave request. 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 28.01 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: *Sick leave will be paid at 100% regardless of whether the usage occurs after the first forty (40) hours if it is used for time off: (1) immediately before, during, or after hospitalization or; (2) immediately before, during, or after outpatient surgery when the individual with the illness is the employee, employee's spouse, or a child residing with the employee.*

Sick leave requested at least thirty (30) calendar days in advance for pre-scheduled medical appointments for an employee, employee's spouse, or child residing with the employee, which would normally be paid at 70% may be supplemented with additional sick leave, at the employee's request, if a physician's statement is submitted on the first day of return to work.

Instructions: *Employees requesting sick leave to be paid at 100% for time spent in conjunction with a hospital stay or outpatient surgery shall provide documentation to the personnel and/or payroll officer.*

For pre-scheduled medical appointments where the employee supplements their sick leave paid at 70% with other sick leave, the request must be on the employee's RFL form. In operation, an employee who requests eight (8) hours of sick leave and requests to supplement will be charged a total of 10.4 hours of sick leave for that request.

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.*

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 OCB Labor Relations Specialist.*

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.

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.

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.*

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.*

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 affect 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.

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 and not used for the proceeding twelve month period. Payment will be made in the first paycheck in December each year. 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: *This Sub-section clarifies the sick leave conversion to cash for any sick leave an employee accrued and did not use in the proceeding twelve (12) month period. The payment to the employee for any converted sick leave will be made in the first pay check in December of each year.*

Instructions: *The conversion chart provided in Section 26.08 of the contract illustrates the number of sick leave hours subject to cash and at the appropriate percent rate.*

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 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.

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.

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 year's 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.

26.14 - Leave Availability

Newly accrued sick leave is not available for use until it appears on the employee's earnings statement and on the date the funds are made available.

ARTICLE 27 - PERSONAL LEAVE

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

There shall be a freeze on personal leave accrual beginning with the credit the employee should have received in the first earnings statement after July 1, 2009 through June 30, 2011. During the freeze, employees may designate up to eight (8) hours of vacation or compensatory time per quarter beginning July 1, 2009 and continuing through June 30, 2011 to use in lieu of personal leave which shall be granted pursuant to the rules of Section 27.04. Current personal leave accruals available as of June 30, 2009 must be used prior to utilizing vacation or compensatory time in lieu of personal leave.

Personal leave accrual shall resume in the first earnings statement the employee receives after July 1, 2011. Upon the resumption of personal leave accrual, there shall be no retroactive personal leave accrual for the period the freeze was in effect. Thereafter, e~~E~~mployees shall be entitled to four (4) personal leave days each year. Eight (8) hours of personal leave shall be credited to each employee in the first earnings statement which the employee receives after the first day of January, April, July and October of each year. Full-time employees who are hired after the start of a calendar quarter shall be credited with personal leave on a prorated basis. 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.

Explanation: *Freezes personal leave accrual from July 1, 2009 through June 30, 2011.*

Instructions: *The vacation/compensatory time in lieu of personal leave does not accrue. Employees may only use eight (8) hours per quarter of other leave in lieu of personal leave even if they did not use any the previous quarter.*
Employees must exhaust their existing personal leave accruals prior to using other leave in lieu of personal leave.

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.

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. **There shall be a freeze on annual conversion until December 2011. Payment for maximum personal leave accrual shall be frozen until the pay period that includes July 1, 2011.**

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.

Explanation: *The personal leave freeze also affects December conversions and any payment for personal leave that exceeds the forty (40) hour accrual maximum.*

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.

27.11 - Leave Availability

Newly accrued personal leave is not available for use until it appears on the employee's earnings statement and on the date the funds are made available.

27.12 - Restoration

In the pay period that begins on July 1, 2011, employees who are covered by this collective bargaining agreement and are in active payroll status on June 18, 2011, shall receive a one-time credit of additional sick leave.

Full-time employees shall receive a credit equivalent to thirty-two (32) hours of sick leave or one-half of the personal leave hours lost during the freeze, whichever is less, as set forth in Section 27.02 of this collective bargaining agreement. Part-time employees shall receive a credit of sixteen (16) hours of sick leave.

For purposes of the one-time credit of sick leave only, "active payroll status" means conditions under which an employee is actually working if scheduled to work on June 18, 2011; is off duty on June 18, 2011 because the employee is not scheduled to work that day; or is eligible to receive pay for any approved leave of absence including but not limited to occupational injury leave, disability leave, workers' compensation, or salary continuation.

Employees not receiving pay due to military leave, FMLA, union leave, pregnancy leave, and extended illness leave shall also be eligible to receive the one-time credit of sick leave.

In the earnings statement that the employee receives on August 26, 2011, employees who are covered by this collective bargaining agreement and are in active payroll status on July 30, 2011, shall receive a one-time lump sum payment.

Full-time employees shall receive a payment equivalent to thirty-two (32) hours of personal leave days or one-half of the personal leave hours lost during the freeze, whichever is less, as set forth in Section 27.02 of this collective bargaining agreement. Part-time employees shall receive a payment equivalent to sixteen (16) hours of personal leave lost during the freeze.

For purposes of the lump sum payment only, "active payroll status" means conditions under which an employee is actually working if scheduled to work on July 30, 2011; is off duty on July 30, 2011 because the employee is not scheduled to work that day; or is eligible to receive pay for any approved leave of absence including but not limited to occupational injury leave, disability leave, workers' compensation, or salary continuation.

Employees not receiving pay due to military leave, FMLA, union leave, pregnancy leave, and extended illness shall also be eligible to receive the payment.

This payment shall not be subject to STRS withholding.

Explanation: *The Employer is restoring the sixty-four (64) hours of personal leave lost during the freeze by paying the employee a lump sum payment equivalent to thirty-two (32) hours of personal leave and crediting the employee's sick leave balance thirty-two (32) hours.*

Instructions: *If the employee has been employed by the State for the entire duration of the freeze, they will receive all thirty-two (32) hours of sick and a lump sum payment of thirty-two (32) personal leave hours.*
If the employee was hired after July 1, 2009, their sick leave credit will be one-half the personal leave hours lost and their lump sum payment will be one-half the personal leave hours lost. For example, if the employee is hired in December 2009, they will have lost a total of forty-eight (48) hours of personal leave. Thus, the employee will be credited with twenty-four (24) hours of sick leave and will receive a lump sum payment equivalent to twenty-four (24) hours of personal leave.
All part time employees will receive a sixteen (16) hour credit of sick leave and a sixteen (16) hour lump sum payment – there is no proration for part time employees.

Effective Date: *The sick leave credit will take place in the pay period that begins on July 1, 2011.*
The lump sum payment will occur in the earnings statement the employee receives on August 26, 2011.

ARTICLE 28 - PAID LEAVES OF ABSENCE

28.01 - Disability Leave

Eligibility

Eligibility and administration of disability benefits shall be pursuant to current Ohio Law and the Administrative Rules of the Department of Administrative Services except for the following modifications and clarifications:

A. Any full-time permanent employee with a disabling illness, injury, or condition that will last more than fourteen (14) consecutive days AND who has completed one (1) year of continuous state service immediately prior to the date of the disability may be eligible for disability leave benefits.
B. To be eligible for disability leave benefits, an employee must be: (1) in active pay status on approved sick leave, (2) on approved disability leave, (3) on approved leave of absence without pay for personal medical reasons or (4) disability separated. Employees alleging conditions precluded by OAC 123:1-33-14 are not eligible for disability benefits, unless the exceptions of the section are met. An application for disability benefits based on a diagnosis of a mental disorder, including but not limited to, psychosis, mood disorders, and anxiety, must be confirmed by a licensed mental health provider authorized by the Employer's mental health administrator. Where the initial application is accompanied by the opinion of such provider, it shall be processed accordingly. However, where the diagnosis is submitted by any other

medical professional, the Employer shall make expeditious arrangements for the required examination by the licensed mental health provider. Approval of the application will be contingent upon receipt of substantiation from such provider. In the event the examination is outside the parameters of the employee's mental healthcare plan, the cost of the examination shall be borne by the Employer.

C. 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.

D. ~~Effective for all claims filed on or after March 1, 2006, d~~**D**isability benefits will be paid at seventy percent (70%) of the employees base rate of pay for the first three (3) months, and fifty percent (50%) for the next nine (9) months, and shall be entitled to receive disability leave benefits up to a lifetime maximum of twelve (12) months. **Effective for all new claims filed on or after July 1, 2009, disability benefits will be paid at sixty-seven percent (67%) of the employee's base rate of pay up to a lifetime maximum of twelve (12) months. The lifetime maximum of twelve (12) months began with any new claim filed on or after March 1, 2006.** All employees receiving payments under Section 28.01 prior to July 1, 200~~6~~**9**, shall be paid according to the terms of Section 28.01 contained in the Collective Bargaining Agreement which expired on June 30, 200~~6~~**9**. ~~The utilization of disability leave prior to July 1, 2006, and the continuation of any disability leave past July 1, 2006, shall not be counted against the above one (1) year maximum. Employees who are grandfathered under the previous provisions of Section 28.01 shall continue to only receive benefits under such provisions until their instant disability leave is terminated, either by recovery and ability to return to work, expiration of the time period allocated to that disability claim, the lifetime maximum limits or termination of employment. Thereafter any claim filed shall be administered in accordance with the new provisions of this Article, effective July 1, 2006.~~

E. 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.

F. 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.

G. Disability separations shall be made pursuant to OAC 123:1-33. The Employer's decision to disability separate an employee or to deny reinstatement from an involuntary disability separation shall not be grievable but shall be exclusively subject to appeal through the State Personnel Board of Review (SPBR).

H. In the event an employee submits an application for disability leave after either (1) the employee has received notice that he/she is under investigation for possible disciplinary action or (2) where an investigation regarding the employee is actively underway, disability payments may be held in abeyance subject to the following

procedure: The Agency shall promptly notify the Department of Administrative Services (DAS) that (1) an investigation is underway, (2) the date that the investigation was initiated, (3) the basis of the investigation and (4) why access to the employee is necessary for completion of the investigation. A copy of the disability leave application and all accompanying documentation shall be forwarded with the notification. In the event that DAS concurs that the disability payments should be held in abeyance, DAS shall notify the employee, by regular and certified mail, that the disability payments shall not be processed until the completion of the investigation. An investigatory interview pursuant to Section 13.02 of the collective bargaining agreement shall be scheduled no more than thirty (30) days after the Agency files the Investigation for possible discipline with DAS. The matter shall then be subject to the constraints of Article 13 of the collective bargaining agreement. Upon completion of the investigatory interview, or the thirty (30) day period, payments may be made, providing the application qualifies for eligibility. However, if the investigation cannot be completed as a result of the employee's absence, the investigatory interview shall be cancelled and the application shall be denied. Said denial shall not prevent the submission of a new application, subject to the above same requirements. This Section shall not be applicable where the absence, and subsequent disability, is the result of hospitalization for more than five (5) days for a serious medical condition. If an application for disability benefits is pending and/or has been approved prior to the initiation of the investigation, this Section shall not be applicable.

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.

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.

Orientation

No later than September 2006, the Association and the Employer shall develop a disability orientation program, focusing on eligibility requirements, for union representatives so that they may train stewards as part of the information dissemination effort.

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.

The Employer reserves the right to contract with a licensed mental health adjudicator to evaluate and approve or disapprove applications for disability leave based on any form of mental disorder as provided in paragraph 28.01.

Explanation: *Disability claims filed on or after July 1, 2009, will be paid at 67% of the base rate for a lifetime maximum of twelve (12) months.*

Instructions: *Lifetime maximum does not begin anew but continues as of March 1, 2006, as previously negotiated.*
Employees who are receiving disability benefits prior to July 1, 2009, shall continue to receive benefits pursuant to the 2006-2009 contract, i.e., 70% of the base rate of pay for the first three (3) months and 50% of pay for the remaining nine (9) months.

28.02 - Occupational Injury Leave

I. Definitions

a. Allowed Psychological Condition: A psychological condition, diagnosed by a psychiatrist or psychologist chosen from the "Approved Physician" list, that develops after and is related to the allowed physical condition.

b. Allowed Physical Condition: A physical condition diagnosed by an "Approved Physician" that arises from an injury inflicted by a ward as defined below. The physical condition includes the substantial aggravation of a pre-existing condition, if such aggravation arises from an injury inflicted by a ward.

c. Approved Physician: A physician who is designated on a list compiled through the agreement of both parties for the purpose of diagnosing, evaluating and treating the condition within seven (7) calendar days of the original "Date of Injury." The employee shall continue to be treated by an "Approved Physician" until the employee is approved to return to work or the employee's OIL benefits are exhausted. If the employee is unable to schedule an appointment for an initial diagnosis with an Approved Physician within 48 hours of the injury, the employee must notify the agency Workers' Compensation representative immediately. If the employee's injury is of a nature which requires an emergency room visit, the employee may be initially diagnosed and evaluated by the Emergency Room doctor. Thereafter, if additional treatment is required, the employee must consult an Approved Physician.

d. Conclusively Establish: The facts show that it was more likely than not that the events giving rise to this claim occurred.

e. Date of Injury: The date the events triggering this claim occurred.

f. Inflicted By: Injured by a ward of the State

1. **in an attempt to subdue, control or restrain a ward's inappropriate behavior, or**

2. **as the result of being physically harmed in the course of the employee's duty, as long as the injury was not accidental in nature or as a result of the employee's own misconduct or negligence; or**
3. **during pursuit of the ward in such circumstances where a ward attempts to flee following the aforementioned inappropriate behavior.**

g. Totally Disabled: The inability to perform sustained remunerative employment or other activity(ies) that are consistent with his/her medical/psychological restrictions while receiving OIL benefits due to the allowed conditions of the claim.

h. Ward: An inmate, patient, resident, client, youth or student.

~~**Eligibility**~~

II. Eligibility for Occupational Injury Leave (OIL)

Each ~~full-time and part-time~~ **permanent** employee of the Department of Rehabilitation and Correction, the Department of Youth Services, the Department of Mental Health, and Schools for the Deaf and Blind is eligible **to request occupational injury leave (OIL) benefits in addition to his/her claim for workers' compensation**. These employees must have **sustained an allowed physical condition** ~~suffered bodily injury~~ inflicted by a~~n inmate patient, client, youth, or student~~ **ward** in the above agencies**, in the course of, and arising out of, the injured employee's employment. Where an aggravation of a pre-existing condition is alleged, the BWC/IC will determine if the injury results in a new claim or a continuation of an existing claim. Employees receiving OIL are in active pay status.** ~~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.~~

~~**Reporting Requirements**~~

In order for an employee to qualify for ~~injury pay~~ **occupational injury leave benefits** 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.~~ **the injured worker shall:**

1. **Follow the respective agency's accident reporting guidelines;**

2. **Obtain an OIL application, if applicable, from the designated location at his/her institution or the employee's immediate supervisor. This location shall be posted prominently for all shifts;**
3. **Complete and submit the employee section of the OIL application, if applicable, within twenty (20) calendar days from the date of injury. If the employee is medically unable to complete the application, he/she may have someone acting on his/her behalf complete the employee section of the application for him/her;**
4. **Provide the approved physician with the appropriate DAS Physician's Statement form and follow-up with approved physician to ensure the form is submitted appropriately; and**
5. **File a Workers' Compensation claim at the same time the employee requests OIL benefits.**

Explanation: *Employee must have sustained an "allowed physical condition" inflicted by a "ward" of the state in the course of and arising out of their employment.*

Instructions: *Employee must follow agency accident reporting guidelines, complete and submit the employee section of the OIL application within 20 days of the injury, provide to their approved physician the DAS Physician's Statement form, and file a Workers Compensation claim at the same time the OIL claim is filed.*

III. Processing of the OIL Application

In order to receive OIL benefits in lieu of Workers' Compensation Temporary Total Disability Compensation (TTD), the employee must conclusively establish that an allowed physical condition was "inflicted by" a ward in the course of, and arising out of, the injured employee's employment. The burden of proving the truth of the facts as alleged as well as proof of timely medical treatment shall be on the employee and shall further include any other elements of proof necessary for the allowance of this claim.

If the injury is found to be accidental in nature, or to have arisen from the misbehavior or negligence on the part of the employee, the OIL benefits shall not be awarded and any benefits received must be repaid in accordance with Article 28.02, Section IV.

Within five (5) business days of receipt of the request for OIL benefits, the Employer shall notify the DAS designee if the Employer (1) agrees with the OIL benefits request; (2) disagrees with the OIL benefits request; or (3) has the OIL benefits request under investigation and forward the application. The DAS designee will immediately review the application for payment of OIL benefits.

The Employer shall make a good faith effort to complete any investigation of an OIL benefits request within twenty (20) calendar days and notify the DAS designee of their findings. Allowance or denial of OIL claims must be documented in writing and provided to the employee.

Explanation: *Employee filing the OIL claim must conclusively establish that the allowed physical condition was inflicted by a ward of the state in the course of and arising out of the employee's employment.*

Instructions: *If the injury is found to be accidental in nature or to have arisen out of misbehavior or negligence on the part of the employee, the OIL claim will be denied.*

IV. Administration of OIL Benefits

An employee receiving OIL benefits shall be eligible for his/her total rate of pay during the period of time that there is medical evidence establishing that the employee is totally disabled as the result of the work injury. The employee shall submit medical documentation from an approved physician supporting the extent of disability. OIL will be payable for an allowed psychological condition that is found to be related to an allowed physical condition(s).

The OIL benefit will be paid pending the initial determination of the OIL claim. The total hours of OIL shall not exceed 960 hours per OIL claim without exception. 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. OIL shall be paid in lieu of workers' compensation TTD benefits. If the employee accepts TTD compensation from BWC for the injury or the IC determines that the employee has reached maximum medical improvement, such employee will not be eligible to receive OIL benefits. Any requests for additional allowances to a claim shall be approved by the BWC/IC prior to processing an extension of OIL benefits. Clarification of the diagnosis from the Approved Physician or a request for extension of benefits from the Approved Physician shall not be considered an additional allowance. Initial denial of the OIL claim ends the payment of the OIL benefit.

If the employee's OIL claim is denied, but the employee's Workers' Compensation claim is still pending, the employee may be eligible for salary continuation, not to exceed 480 hours. Any hours previously paid to the employee under OIL will be counted toward the 480 hours. If the employee's OIL claim is denied or if the employee is disqualified from receiving OIL benefits, the employee must, after all administrative appeals have been exhausted, either substitute sick, vacation, or personal leave, or reimburse the Employer any OIL benefits received

during the period of time from the date of injury until the final administrative determination. The Agency will work with the employee to determine if leave will be deducted or to set up a repayment procedure.

An employee receiving OIL benefits shall accrue sick leave and personal leave but shall not accrue vacation leave. Pay under OIL shall not be charged to the employee's accumulation of sick leave. The employee is not eligible to use leave balances while receiving OIL. The employee is not eligible for other paid leaves, including holiday pay and those under Article 28, while receiving OIL.

Once an employee's OIL application has been approved, the employee shall not be subject to the agency's daily call-off procedures or any other absentee requirements that are not included in this Appendix, unless the employee is participating in the Transitional Return to Work program. The employee is responsible for notifying the agency of their expected return to work date.

Explanation: *OIL benefits shall be paid up to 960 hours per claim at an employee's total rate. Whether an employee has suffered an aggravation of a pre-existing condition or a new injury will be decided by BWC or Industrial Commission.*

Instructions: *If OIL claim is denied but employee's Workers Compensation claim is still pending, the employee is eligible for salary continuation not to exceed 480 hours. Previous hours paid under OIL claim will count toward the 480 hours. Employee receiving OIL benefits shall accrue sick leave and personal leave but not vacation leave. Employee is not eligible to use leave balances while receiving OIL. Employee is not eligible for other paid leaves including holiday pay while receiving OIL*

V. Appeal of the Denial of an OIL Claim

If an employee's request for OIL benefits is completely denied, the employee may appeal the denial through the process detailed below. The employee shall not have rights under the Article 5 grievance procedure. In the event an Article 5 grievance is filed concerning an OIL issue, the grievance shall be forwarded to DAS benefits to process as an appeal. In the event a non-OIL issue(s) is also alleged in the grievance, said issue shall be separated from the appeal and processed pursuant to Article 5.

If the employee has been receiving OIL benefits pending determination of the claim, the benefits will end with the initial denial and the employee will not be eligible for any OIL benefits during the appeal process. The employee may be eligible for salary continuation during the appeal process, which may not exceed 480 hours.

Within twenty (20) calendar days from the date the initial denial letter is postmarked, the employee must submit a letter to DAS Benefits, attaching any additional information to support his/her appeal. DAS Benefits will conduct an initial review of the appeal. If the employee's OIL claim was denied on procedural issues or the employee has failed to provide any new information to support the appeal, DAS Benefits shall issue a letter to the employee denying the appeal and send a copy of the letter, the employee's OIL application, and any other documents submitted to OEA.

If OEA determines that further review is necessary, they will submit a request to OCB for a panel to be convened to review the claim. The panel will consist of three (3) members: a representative of an agency which is not the employing agency and who regularly works with OIL, a representative of the Union who is not employed by the employing agency, and a representative or designee of the State Employment Relations Board (SERB). Representatives from OCB and OEA may attend, but will not be voting members of the panel. The panel will be convened within fourteen (14) days of OCB's receipt of the request. The panel will complete a file review of the claim and any information provided by the employee and make a determination to uphold or overturn the denial. The panel will issue the decision immediately or within three (3) days if further investigation is necessary. The panel's decision will be in writing and will be final.

If the employee accepts Workers' Compensation TTD Compensation during the appeal process, he/she may continue to submit extension paperwork. If the employee's appeal is upheld, OIL benefits will be awarded and the agency will work with the employee to repay any Workers' Compensation TTD benefits that were awarded.

Explanation: *If OIL claim is completely denied, the employee may appeal the denial. Employee will not have rights under Article 5 grievance procedures. Employee will not be eligible to continue receiving OIL benefits once the claim is denied.*

Instructions: *DAS will conduct an initial review of the appeal and will consider additional information provided by the employee. If DAS denies the appeal, OEA may ask for a review of the claim by a panel convened by OCB consisting of a representative of an agency that is not the employing agency, a representative of the Association that is not employed by the employing agency, and a representative from SERB. The decision of the panel will be final.*

VI. Disqualification

An employee shall be disqualified from receiving OIL benefits under any of the following circumstances:

a. **the employee knowingly makes any false misleading statement(s) and/or alters, falsifies, destroys or conceals any document in order to be eligible to receive OIL;**
b. **the employee engages in sustained remunerative employment or other activity(ies) that are inconsistent with his/her medical/psychological restrictions while receiving OIL benefits;**
c. **the employee is no longer in the state service or has been voluntarily or involuntarily disability separated; or**
d. **the employee is incarcerated.**

If any of the above circumstances occur, OIL benefits shall be immediately terminated and the employee shall reimburse the State in the amount of any benefits improperly received.

The employee may also be subject to disciplinary action, up to and including termination and criminal prosecution.

Explanation: *An employee is disqualified from OIL benefits if he/she lies about the injury or circumstances, falsifies or conceals any documents related to the injury, engages in employment inconsistent with medical/psychological conditions for which OIL benefits are being paid, has voluntarily or involuntarily disability separated from state service, or is incarcerated*

~~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.~~

~~**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.~~

~~**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.~~

~~**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 Article 30 of this Agreement.~~

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

An Appointing Authority shall grant court leave with base rate of pay to any employee who:

- Is summoned for jury duty by a court of competent jurisdiction; or
- Is subpoenaed to appear for the Employer for any reason, before any court, commission, board or other official proceedings.

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.

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

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.

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.

Maximum Paid Leave(s)

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.

Pay Differential

Upon exhaustion of paid leave(s) during the calendar year in which the employee performed service in the uniformed services, (1) because of an Executive order issued by the President of the United States, (2) because of an act of Congress, or (3) because of an order to perform duty issued by the Governor pursuant to Section 5919.29 or 5923.21 of

the Ohio Revised Code, the employee shall be entitled, while still under orders, to a leave of absence without pay and a pay differential as set forth in Ohio Revised Code 5923.05(C).

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 pre-competition 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).

28.07 - Paid Adoption/Childbirth Leave 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.

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.

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.

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.

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.

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.

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.

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 biweekly 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.

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 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.

Explanation: *This language restricts Hostage Leave to those instances where an employee suffers from psychological trauma associated with the hostage-taking situation rather than stress.*

Instructions: *Employee must provide written documentation of diagnosis and receive ongoing treatment.*

ARTICLE 29 - LEAVES OF ABSENCE WITHOUT PAY

29.01 - Unpaid Leaves of Absence

A. Leaves and Duration

The ~~Employer~~ **Employing Agency** 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~~ **Employing Agency** 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~~ **Employing Agency** 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~~ **employment** 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~~ **employment** 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~~ **Employing Agency**, 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.

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~~ **Employing Agency** 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~~ **Employing Agency** 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.

ARTICLE 30 – VACATION

30.01 - Vacation Scheduling

A. Employees eligible to receive vacation, which does not include classroom teachers in the Department of Rehabilitation and Correction (DRC), the Department of Youth Services (DYS), or those employees in DYS in class numbers 71221 through 71224, 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 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. Effective with the first grading period that begins after October 1, 2006, classroom teachers in the Department of Rehabilitation and Corrections (DRC) and Department of Youth Services (DYS), including those teachers in DYS in class numbers 71221 through 71224, shall be scheduled off work, with pay, for the two (2) week intersession breaks and shall not accrue any further vacation leave. Any of these employees who, as of October 1, 2006, have an accrued balance of vacation shall not be permitted to use any of the accrued balances, except in conjunction with the disability leave or adoption childbirth leave waiting periods or to supplement such leave. Any balances carried by these employees shall be paid out at separation or retirement in accordance with the appropriate rules in effect at the time of the separation or retirement.~~Management agrees that consideration will be given for any vacation requests previously made through March 31, 2007, which meet the following criteria:~~

~~1. The vacation request was made during the annual canvass period of March 1 to March 31, 2006, and~~

~~2. The employee can document through verifiable receipts that they have incurred expenses related to such vacation request prior to the effective date of this agreement, and~~

~~3. There is no provision for the employee to cancel the vacation without a monetary loss.~~

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 begin September 1, 1994.

Full-time employees shall be granted vacation leave with pay as follows for hours in active pay status:

Length of State Service	**Per Pay Period**	**Accrual Rate Per Year**
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

Effective with the pay period that begins August 30, 2009, the above chart shall be changed as follows. Any employee who is in their 4th, 9th, 14th, 19th or 24th year of service on August 30, 2009 shall receive an additional pro-rated amount.

Length of State Service	**Accrual Rate**
	Hours Earned Per 80 Hours in Active Pay Status Per Pay Period
Less than 4 years	**3.1 hours**
4 years or more	**4.6 hours**
9 years or more	**6.2 hours**
14 years or more	**6.9 hours**
19 years or more	**7.7 hours**
24 years or more	**9.2 hours**

Employees may use their accrued leave at the completion of their probationary period.

Explanation: *Eliminates the vacation dump by increasing the accrual rate in year 4, year 9, year 14, year 19, and year 24. For those employees who are in one of these key years on August 30, 2009, their accrual rate will be adjusted to reflect an additional prorated amount.*

Instructions: *Employees may now use accrued vacation leave at the completion of their probationary period.*
Prior service credit validation must go through the Department of Administrative Services.

Effective Date: *The increased accrual rates go into effect with the pay period that includes August 30, 2009.*
Effective July 1, 2010, employees may submit valid documentation to receive credit for prior service for the purposes of computing vacation accrual rates.

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:

Annual Rate of Vacation	Accumulation Maximum
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.

30.09 - Leave Availability

Newly accrued vacation leave is not available for use until it appears on the employee's earnings statement and on the date the funds are made available.

ARTICLE 31 – HOLIDAYS

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. Veterans 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 proclaimed as a holiday 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 Correction, 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.

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 **unless said day comes within three (3) days of the start or end of an intersession period.** 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 before,~~ the day of~~, or the day after~~ a holiday forfeit their right to holiday pay for that day, unless there are documented, extenuating circumstances which prohibit the employee from reporting for duty.
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.

Explanation: *This language addresses the problem of employees calling off sick when they are scheduled to work a holiday. Under the language, an employee who calls off sick on the day of a holiday will not receive holiday pay and will be charged the appropriate number of sick leave hours. This provision does not apply to an employee who has scheduled sick leave over a holiday. For example, if an employee schedules sick leave over a holiday to have surgery, the employee would receive holiday pay for the holiday, and would be charged sick leave for the other days off. Moreover, this provision does not apply if documented extenuating circumstances exist.*

For example: An employee wrecks car on the way to work and is hospitalized. Documentation would be hospital admittance papers and police report.

Note: An FMLA Certification on file by itself is not sufficient documentation.

Employees on an alternative work schedule whose day off falls on a holiday will have the next scheduled work day designated as their holiday unless that day falls within 3 days of the beginning or end of an intersession period.

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

The Employer shall provide a comprehensive health care insurance program for 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 **outlined on the Department of Administrative Services (DAS) Employee Benefits website.** ~~provided in the Employer's Agreement with the Ohio Civil Service Employees Association (hereinafter OCSEA).~~

Regardless of the plan, employees will pay fifteen percent (15%) of the premium and the Employer will pay eighty-five percent (85%) of the premium; however, for any alternative plans **outlined on the DAS Employee Benefits website** ~~offered pursuant to the Agreement with OCSEA~~, the employees' premium share will be determined by the Director of DAS, but will not exceed fifteen percent (15%) of the premium. For an HMO health plan, the Employer will pay the lesser of 1) eighty-five percent (85%) of the HMO single and family rates or 2) eighty-five percent (85%) of the Ohio Med PPO single and family rates. The Employer's premium share shall be paid on behalf of fulltime and part-time employees as **outlined on the DAS Employee Benefits website.** ~~provided in the Employer's Agreement with the (OCSEA)~~. ~~In the fall of 2006 and 2007, employees enrolled in a self-funded health plan (Ohio Med and any other self-funded plans) will receive a one (1) month rate holiday and will make no premium payment in each of those months.~~

Eligibility provisions for employees enrolling in State provided health care plans shall remain the same as those in effect **as outlined on the DAS Employee Benefits website** ~~in the Employer's Agreement with OCSEA~~. Deductibles**,** ~~and~~ co-payments**, and other plan designs provisions** for all benefit programs shall be the same as those **outlined on the DAS Employee Benefits website**~~ prescribed in the Employer's Agreement with OCSEA~~.

The Employer reserves the right to perform dependant eligibility audits upon recommendation of the Joint Health Care Committee. Health care costs paid on behalf of ineligible dependants may be subject to recovery.

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 occur only as prescribed in the Employer's Agreement with OCSEA. **Open Enrollment fairs will occur as 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.

In the event benefit plans are extended to non-state employee groups, the Union Benefits Trust will establish appropriate separate accounting practices to clearly identify fund impacts.

Explanation: *Directs members to the DAS Benefits website for description and explanation of employee health care benefits.*
Recognizes the Employer's right to conduct periodic dependent eligibility audits. This website can be found at http://www.das.ohio.gov/Divisions/HumanResources/BenefitsAdministration/tabid/190/Default.aspx

Instructions: *Employees and agencies should refer to the Benefits Administration Services web site for all information regarding employee health care benefits including plan design and payroll deductions.*

ARTICLE 33 - REHABILITATION OF INJURED EMPLOYEES

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 **salary continuation,** Workers' Compensation**, or Occupational Injury Leave (OIL)** 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. **If a permanent employee is given a transitional work assignment with less than his/her regularly scheduled hours, the employee may use any remaining OIL or salary continuation hours to supplement up to the amount of his/her regularly scheduled hours.**

A full-time permanent employee on a transitional work assignment equivalent to his/her regularly scheduled hours who has continuing treatment related to his/her OIL or Workers' Compensation claim must first, attempt to schedule the appointment during non-working hours. Second, if the employee is unable to schedule the appointment during non-working hours, the employee must work with the Employer to flex his/her schedule to accommodate the appointment. Third, after the first two options have been exhausted, the employee may use any remaining OIL or salary continuation hours to attend the appointment, not to exceed one (1) hour per appointment, with a maximum of three (3) appointments per week.

If the employee refuses to participate in the Transitional Work Program while receiving salary continuation or OIL, the salary continuation or OIL benefit

will end and the Employer can seek repayment or substitution of paid leave from the employee for any OIL or salary continuation received during the time the employee was capable of participating in the program. The Agency will work with the employee to determine if leave will be deducted or to set up a repayment procedure.

Explanation: *Where an employee participates in a TWP program for less than full time, any OIL or Salary Continuation hours remaining may be used to supplement the hours up to his/her regularly scheduled hours.*
Remaining OIL hours may be used in place of sick leave for continuing treatment where 1) the appointment cannot be scheduled during non-work hours and 2) the employee's schedule cannot be flexed. A maximum of one hour per appointment with a maximum of three appointments per week are allowable.
Refusal to participate in a light TWP when eligible will result in termination of OIL or Salary Continuation benefits.

33.02 - ~~Coverage of Workers' Compensation Waiting Period~~Salary Continuation for Workers' Compensation Claims

Salary continuation is the uninterrupted payment of a permanent employee's total rate of pay not to exceed four hundred and eighty (480) hours per Workers' Compensation claim. An employee who incurs physical injuries or other disabilities in the performance of and arising out of State employment, and is not eligible for OIL, may be eligible for salary continuation. To be eligible, the employee must 1) follow his/her agency's accident reporting guidelines, 2) be evaluated by an Approved Physician, as defined in Article 28.02, to determine if the injuries have so disabled the employee that the essential functions of his/her position cannot be performed, 3) show that the Employer is currently unable to provide an appropriate transitional work assignment, and 4) apply for Workers' Compensation benefits within twenty (20) days of the incident.

Effective for dates of injury occurring on or after November 1, 2009, an employee will be eligible for salary continuation. The salary continuation will end when (1) the 480 hours is exhausted; (2) the treating physician opines that it is no longer medically necessary for the employee to be off work; (3) the employee's Workers' Compensation claim is denied by the Bureau of Workers' Compensation (BWC); (4) the Industrial Commission (IC) determines that the employee has reached Maximum Medical Improvement; (5) or the employee is disqualified from receiving Workers' Compensation benefits, whichever occurs first. Salary continuation will end if the employee is no longer in the state service or has been voluntarily or involuntarily disability separated. Salary continuation will end if the employee accepts Workers' Compensation temporary total disability benefits.

Employees who receive OIL benefits are not eligible for salary continuation arising out of the same incident or injury. Any requests for additional allowances to a claim shall be approved by BWC prior to requesting payment of additional salary continuation subject to the 480 total hours limit.

No charge will be made to the employee's accumulation of sick leave during the period the employee receives salary continuation. An employee on salary continuation shall accrue sick leave and personal leave but shall not accrue vacation leave. The employee is not eligible to use leave balances while receiving salary continuation. Additionally, the employee shall not be eligible for any other paid leaves, including holiday pay and those leaves under Article 28, while receiving salary continuation. Employees receiving salary continuation are in active pay status.

If the employee's Workers' Compensation claim is denied by BWC or if the employee is disqualified from receiving Workers' Compensation benefits, the employee must, after all administrative appeals have been exhausted, either substitute the use of paid sick, vacation, or personal leave, or repay the Employer any salary continuation received during the period of time from the date of injury until the final administrative determination on the claim has been made. The Agency will work with the employee to determine if leave will be deducted and/or to set up a repayment procedure.

~~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~~,~~ **in lieu of salary continuation** 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 **in lieu of salary continuation** 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: *Beginning November 1, 2009, when a permanent employee is injured at work and is not eligible for OIL, Salary Continuation will provide uninterrupted payment of the total rate of pay up to 480 hours per Workers' Compensation claim.*

Instructions: *To be eligible for Salary Continuation, an employee must: 1) follow reporting guidelines; 2) be evaluated by an approved physician; 3) not be provided a Transitional Work Program; and 4) apply for Workers' Compensation within 20 days of the incident.*
An employee will be eligible for Salary Continuation until one or more of the following occur: 1) 480 hours is exhausted; 2) treating physician states the employee can return to work; 3) the Workers' Compensation claim is denied by BWC; 4) the Industrial Commission rules that the employee has reached maximum medical improvement; 5) the employee is disqualified from Workers' Compensation benefits; 6) the employee is no longer in state service; 7) the employee accepts temporary total compensation benefits for the same time period; 8) the employee is granted OIL benefits for the incident in question.
Sick leave will not be used in lieu of Salary Continuation. Employees will accrue sick leave and personal leave but not vacation leave upon their return to work. An employee on Salary Continuation is not eligible for any other paid leave while receiving Salary Continuation.
If the employee is disqualified from Workers' Compensation, they will be required to repay any Salary Continuation benefits.

33.03 - Other Leave Usage to Supplement Workers' Compensation

Employees may utilize sick leave, personal leave or vacation to supplement Workers' Compensation benefits **in order to receive** up to one hundred percent (100%) of the employee's regular rate of pay.

33.04 - Health Insurance

Employees receiving ~~lost time Workers' Compensation,~~ Occupational Injury Leave **(OIL), Salary Continuation,** or Hostage Leave benefits **shall continue to be responsible for the employee's regular share of the health insurance premium while receiving said benefits. In the event OIL, Hostage Leave, or Salary Continuation terminates within a pay period and the employee is eligible for temporary total benefits for the remaining period, the employee's share of the health insurance premium shall be borne by the Employer.**

Employees receiving lost time Workers' Compensation benefits or awaiting the approval of a Workers' Compensation claim and not receiving any of the above 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 Employer has the right to recover such payments if the Workers' Compensation claim is determined to be non-compensable.

Explanation: *While an employee is receiving OIL, Salary Continuation or Hostage Leave benefits, the employee's share of the health insurance premium will continue to be deducted from the benefit payment. If an employee is receiving or awaiting approval of a Workers' Compensation claim, the State will pay the employee's share of the health insurance premium for a period of up to two years.*

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 Workers' 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.

33.06 - Implementation

A committee will be formed for the purpose of formulating and maintaining the approved physician list pursuant to Article 28.02. OEA will have one (1) representative on the committee. The Committee will have equal numbers of management and union representatives. Committee members who are State employees will receive time off with pay at total rate for committee business.

The approved physician list will be effective November 1, 2009, unless mutually agreed otherwise. In the event no approved physician list is available for the employee's area, that requirement shall be waived. Issues related to the utilization of the approved physician list will be within the province of the committee.

Explanation: *Establishes a labor/management committee to create the approved physician list. The list will be effective November 1, 2009, unless mutually agreed otherwise.*

Instructions: *The committee will be responsible for resolving any issues related to the approved physician list.*

33.07 - Joint Training

By September 1, 2009, the parties shall jointly develop training focusing on the changes to the Workers' Compensation and OIL processes. The parties shall offer joint training sessions.

Explanation: *The changes to OIL and the Workers' Compensation program are vast and training would be beneficial to the administration of the agreement.*

Instructions: *Further information will be distributed regarding these trainings.*

ARTICLE 34 - LIFE INSURANCE

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~~ **UBT**. 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.

34.06 - Voluntary Supplemental Benefit Plans

The only voluntary supplemental benefit plans offered to State employees whether provided through insurance or otherwise will be those selected via a State-administered request for proposal process or pursuant to the ~~Benefits Trust~~ **UBT**. Only those employees enrolled in a voluntary supplemental benefit plan on the effective date of this Agreement that was not selected pursuant to this paragraph may continue to participate in such program.

Explanation: *This language limits an OEA bargaining unit employee's ability to have payroll deductions for voluntary supplemental benefit plans for vendors that are* ***not*** *on a state contract or offered through the Benefits Trust. OEA employees enrolled prior to July 1, 2006 may continue to have payment for these plans processed through state payroll deductions. Further, these employees may modify the benefit level they are currently purchasing with that vendor, but may not add additional products. For example, an employee who has life insurance through a non-eligible vendor who wants to increase coverage or change a dependent after March 1, may do so. He/she may NOT, however, add disability supplemental insurance through that same vendor thereby increasing their current payroll deduction. This language does not prevent an OEA member from purchasing products from these vendors on their own time outside the workplace; it only precludes the ability to pay for these products via a state payroll deduction.*

Instructions: *Payroll officers shall not process any new payroll deductions for voluntary benefits for enrollment cards signed on or after July 1, 2006.*

ARTICLE 35 - EMPLOYEE AWARDS

35.01 - Employee Awards System

The **ODAS** 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~~ **ODAS** shall review each suggestion and make a recommendation of the amount of award, if any, to be given. The ~~Employer~~ **Employing Agency** 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

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 State has the right to change services and/or programs while making reasonable efforts to avoid layoffs of bargaining unit employees.*

Instructions: *Agencies should be prepared to demonstrate their efforts to avoid layoff and displacement when they exercise subcontracting rights.*

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 18 Reduction in the Work Force would apply;
B. ~~Departments~~ **An Employing Agency** 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 Association and any newly-created structure in a positive program for the hiring and possible retraining of any displaced employee;
D. In cooperation with the Association, the ~~agencies~~ **Employing Agencies** will aggressively search for any available program assistance for the purpose of job training and/or placement. ~~The~~ **These** joint efforts ~~of the Association and Management~~ will closely examine all possible avenues for human resource assistance both in the public and private sectors.

36.03 - Contracting-In

The Association will be granted a reasonable opportunity to demonstrate that ~~bargaining unit~~ employees can competitively perform work which has been previously contracted out, including access to available information regarding costs and performance audits. In considering granting, renewal or continuation of competitively bid contracts for work normally performed by bargaining unit employees, to the extent feasible the

Employer will examine information provided by the Association 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: *The Association has 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.*

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.*

ARTICLE 37 - EARLY RETIREMENT INCENTIVE

Whenever an Early Retirement Plan is voluntarily initiated, and/or developed as a result of statutory compliance by an **Employing** 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

38.01 - Association Prohibition

~~The Association does hereby affirm and agree that d~~**D**uring the term of this Agreement ~~it~~ **the Association** will not either directly or indirectly, call, sanction, encourage, finance or assist in any way, nor shall any employee instigate, or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage or the withholding of services from the Employer as defined in ORC 4117.01(H). Nothing herein is intended to restrict in any way the Association's right and ability to represent any member or members alleged to have violated the prohibitions set forth in this section.

Explanation: *This language prohibits the Association, during the term of the contract, from engaging in any type of concerted activity that results in the withholding of services by employees of the Employer. Such prohibition does not prevent the Association from representing those employees who do violate such terms.*

Instructions: *In the event an agency becomes aware of any type of strike, slowdown, walkout, work stoppage, or other withholding of services ('sickout,' 'blue flu,' 'overtime boycott,' etc), the agency should contact the Deputy Director of the Office of Collective Bargaining (OCB), regardless of the time of day or night.*

38.02 - Affirmative Duty

~~In addition, t~~ **T**he Association shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage any violation of this Article. If any violation of this Article occurs, the Association shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, and not sanctioned by the Association. The Association will inform all employees of their obligation to return to work immediately.

Explanation: *This language obligates the Association to cooperate with the Employer in the curtailment of prohibited activity, and to communicate to its members that they should immediately return to their assigned places of work and resume their normal activities.*

Instructions: *Agencies must communicate clearly to OCB the needs of the agencies and the manner in which operations need to resume, or if a delay in the resumption of operation is needed. OCB will act as the liaison between the respective affected agencies and the Association in coordinating an orderly resumption of work.*

38.03 - Disciplinary Actions

It is further agreed that any violation of the above shall be sufficient grounds for immediate disciplinary action. Any such disciplinary action may be appealed pursuant to Article 5 ~~herein contained~~ **of this Agreement**.

Explanation: *Discipline up to and including termination shall be imposed for those employees who organize or participate in prohibited activity as defined in this Article.*

Instructions: *Agencies are encouraged to address work stoppages in their disciplinary grids. OCB model work rules for work stoppages are:*
A. Participation in a work stoppage or other cessation or disruption of services, either in full or in part (e.g. sick out, slowdown, en mass refusal to work overtime, etc.). (The employer may want to provide for a range of discipline from suspension to removal for the first offense of this section of the rule and removal on the second offense)
B. Organizing, leading, coordinating, promoting or planning a work stoppage or other cessation of services as defined in rule A. (The employer may want to consider removal for the first offense on this section of the work rule).
Agencies should coordinate the gathering of evidence and investigation of violations with designated OCB representatives.

38.04 - Employer Prohibition

The Employer agrees that it shall not lock-out any employees.

ARTICLE 39 – TRAVEL

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

Effective October 1, 2009, i~~I~~f the Agency requires an employee to use his/her personal vehicle, the Agency shall reimburse the employee with a mileage allowance **set by the Director of the Office of Budget and Management (OBM). The mileage allowance shall not be set** ~~of not~~ less than forty**-five** ($.45~~0~~) cents **nor greater than the Internal Revenue Service's rate** but if the Internal Revenue Service's rate is reduced to an amount lower than forty**-five** ($.45~~0~~) 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 thirteen ($.13) cents per mile. **OBM will examine the mileage allowance quarterly. When the mileage allowance is changed, the Director of OBM shall provide the Association with notice and a rationale for the change. The mileage allowance for employees shall not be set at a rate lower than the mileage allowance for exempt employees.**

Explanation: *The rate for mileage reimbursement will be set by the Director of OBM but will not be less than $.45 per mile unless the IRS rate goes below $.45 per mile. If the IRS rate dips below $.45 per mile, than the reimbursement rate will be the IRS rate.*

Effective Date: *October 1, 2009*

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.~~

~~**32.04 - 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 ~~eighty ($80.00) dollars~~ **the rate set by the U.S. General Services Administration** effective July 1, 200**9**~~6~~, plus tax per day for actual lodging expenses incurred**.**~~, and for actual~~ **The employee shall receive a per diem rate for** meal expenses **and other incidentals** incurred ~~up to forty ($40.00) dollars, per day~~ **at the rate set by the U.S. General Services Administration,** 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**, except for meals and incidentals**.

Explanation: *If an employee is required to stay overnight either in-state or out-of-state, the rate for hotel expenses and meal reimbursements will be set at the U.S. General Services Administration rates. Those rates can be found at www.gsa.gov.*

Instructions: *Receipts are not required for meal expenses or incidentals as the GSA rates are per diem.*
For lodging, receipts are still necessary as the GSA rates provide a maximum rate for which an employee can be reimbursed. In sum, employees will be reimbursed for actual lodging expenses not to exceed the posted GSA rate. For example, the GSA rate for lodging in Columbus is a maximum of $105. An employee who stayed in Columbus would need to provide a receipt for the agency to pay them out actual lodging expenses not to exceed $105.

Effective Date: *October 1, 2009*

~~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.~~

39.04~~6~~ - 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 **and actual meal expenses** 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.~~

Explanation: *This Section provides that for travel outside the United States an employee shall be reimbursed for the actual lodging cost and actual meal expenses incurred within reason. It removes the previous system of reimbursement and gratuities.*

Effective Date: *October 1, 2009*

39.05~~9~~ - Payment

Employees who travel are required to submit their requests for reimbursement within sixty (60) days of the last date of travel. This timeframe may be extended if mitigating circumstances exist, but in no case may exceed ninety (90) days.

~~Effective July 1, 2006, a~~**A**ll employees shall receive travel reimbursements via direct deposit. Employees shall authorize the direct deposit of the travel reimbursement into ~~a financial institution of the employee's choice~~ **the same financial institution in which the employee's paycheck is deposited** or execute the required documentation to authorize the direct deposit into a financial institution designated by the Auditor of State for the benefit of the employee.

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~~ **discontinuing** the State credit card program. ~~The State shall make credit cards available to all employees who regularly travel.~~ **No new State credit cards will be issued. Employees currently holding State credit cards are permitted to maintain them.**

Explanation: *This language implements a timeframe to submit travel reimbursement requests in order to be reimbursed. All travel reimbursements will be received via direct deposit.*
No new State credit cards will be issued; however, those who currently have them will be permitted to maintain them.

Effective Date: *October 1, 2009*

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 - Other Travel Matters

In all other travel matters not addressed by the agreement, the provisions of OBM's travel regulations or administrative rules will apply.

ARTICLE 40 – DURATION

40.01 - Duration

This Agreement shall become effective July ~~1~~ **14**, ~~**2006**~~**2009** at 12:01 a.m., and remain in full force and effect through midnight June 30, ~~**2009**~~**2012**.

Explanation: *The effective dates of the contract have been updated.*

40.02 - Total Agreement

This Agreement represents the entire agreement between the Employer and the Association and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, practices and benefits previously and presently in effect, may be modified or discontinued at the sole discretion of the Employer. This section alone shall not operate to void any existing or future ORC statutes or rules of the OAC and applicable federal law. This Agreement may be amended only by written Agreement between the Employer and the Association.

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~~ **not unilaterally change** a matter which is a mandatory subject of bargaining~~.~~ **during the term of the Agreement.**

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~~ **Employer and the Association** 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.

APPENDIX K - VOLUNTARY COST SAVINGS PROGRAM

Voluntary Cost Savings Program Plans shall offer employees two (2) options.

A. Option #1 shall allow full-time employees the opportunity to reduce their bi-weekly schedule by no less than eight (8) hours and no more than forty (40) hours. Leave used under this plan will be considered leave without pay and as inactive pay status. Leave accruals will be adjusted accordingly. Employees participating in this plan shall maintain their full-time status for the purposes of health care premiums in accordance with Article 32. Further, employees shall not incur a break in State service and seniority. Seniority and State service credit will be based on eighty (80)

hours per pay period. The maximum number of hours available to be reduced by any employee is five hundred twenty (520) in a fiscal year or a total of six (6) months, whichever comes first.

B. Option #2 shall allow full-time and part-time employees the opportunity to take unpaid leaves of absence in blocks of time no less than two (2) weeks and up to a maximum of thirteen (13) weeks within a fiscal year. The Employer will continue to pay its share of health insurance premiums during utilization of this plan. Employees participating in this plan are responsible for their share of health insurance premiums for all insurance programs in which they are enrolled at the time of the leave. Leave used under this plan will be considered leave without pay and as inactive pay status. Employees will not incur a break in State service or seniority as long as the employee returns to employment on or before the indicated date.

C. All employees who have completed their initial probationary period shall be eligible to participate in this program.

D. Participation in this program is strictly voluntary.

E. Employees participating in this program shall not be eligible for unemployment benefits.

F. Once a Voluntary Cost Savings Program schedule is approved by the Employer, the employee must complete and sign a Voluntary Cost Savings Agreement. A Voluntary Cost Savings Agreement can be terminated by the Employer upon providing ten (10) working days' notice in writing to the employee. Such termination shall not be grievable. The employee may terminate his/her Voluntary Cost Savings Agreement upon ten (10) working days' notice in writing unless mutually agreed to otherwise.

G. The Employer has sole discretion to approve or deny an employee's Voluntary Cost Savings leave request. Denial of Voluntary Cost Savings leave request shall be non-grievable.

H. Before the implementation of the Voluntary Cost Savings Program the agency Labor-Management Committee shall meet to discuss questions and issues relating to the program. After implementation of the Agreement, the parties through a Labor-Management Committee will continue to monitor its application including disputes and/or related problems on an ongoing basis. The Employer may discontinue this program upon providing the Association with thirty (30) days' notice.

I. The Voluntary Cost Savings Program shall be considered a pilot program and will expire on the same date as this collective bargaining agreement.

J. If an employee utilizes the Voluntary Cost Savings Program contiguous to a holiday, the employee shall not forfeit their holiday pay.

Explanation: *Clarifies that an employee on Cost Savings Days contiguous to a holiday does not forfeit holiday pay.*