



2009 Summary of Negotiations **State of Ohio and OEA / SCOPE**

Article 1 - Bargaining Unit

- Adds intermittent positions to the bargaining unit.
- Designates terms and conditions of employment for intermittents.
- Designates that MOU's that are continuing will be posted on appropriate website.

Article 2 – Non-Discrimination

- Adds 'family relationship' and 'military service' to list of classes against which the State and the Association will not unlawfully discriminate.
- Clarifies nepotism language and removes grandchild and great grandparent from the definition of 'immediate family.'

Article 3 – Management Rights

- Current language

Article 4 – Association Rights

- Permits one Site Representative at pre-discipline and grievance hearings upon request of OEA representative.
- Removes requirement that grievant's supervisor sign off on attendance of site representative at grievance meeting.
- Decreases number of hours of Association Leave from 1,250 to 1,125 per year.
- Increases from 125 to 250 the number of hours of Association Leave that may be used by the OEA President or his/her designee.
- Allows the OEA President and/or his/her designee to cross agency lines while using Association Leave.
- Permits OEA use of state email under limited circumstances and for limited purposes.

Article 5 – Grievance Procedure

- Adds requirement that OEA be given 48 hours notice if the State plans to use speakerphone or teleconferencing for the purpose of conducting grievance meetings.
- Creates Technology Transition Committee for the purpose of streamlining the filing and processing of grievances.
- Identifies the OEA Labor Relations Consultant as the spokesperson for the Association during Step 1 grievance meetings.
- States that oral and written reprimands may only be used to show progression in an arbitration proceeding.



- Changes which OEA representative certain grievance documents should be mailed to.

Article 6 – Arbitration

- Removes requirement that each arbitrator serve on the panel for the duration of the agreement.
- Removes expedited arbitration procedure.

Article 7 – Health and Safety

- Gives employees a duty to promptly report unsafe conditions related to their employment as well as their plant, tools, and equipment.
- Removes requirement that fire and tornado drills be conducted in accordance with O.S.H.A. standards.

Article 8 – Performance Evaluation

- Adds requirement that part time employees have their performance reviews conducted on form specified by the employer.

Article 9 – Classroom Climate

- Requires 24 hour notice prior to the assignment of a new student to teachers at the Department of Youth Services.
- Maintains requirement of 48 hour notice for all other agencies.

Article 10 – Career Development / Licensure

- Establishes that \$200,000 shall be made available for tuition reimbursement in each fiscal year of the agreement.
- Changes the amount that each employee may use for tuition reimbursement from \$7,500 to \$8,000.
- Permits DRC employees to have their background checks completed at a DRC reception center at no cost.
- Removes language stating that the agency is not responsible for removal of notices from bulletin boards.

Article 11 – Labor/Management Committees

- Requires both parties to appoint no more than 3 members to their agency's Labor/Management Committee.
- Requires parties to meet on an as-needed basis to discuss the implementation of the Governor's education reform proposals.



Article 12 – Personnel Files

- Housekeeping changes only.

Article 13 – Progressive Discipline

- Added language prohibiting the employee from being subjected to polygraph testing during an administrative investigation without his/her consent.
- Requires the employer to notify the OEA Labor Relations Coordinator before any OEA member is placed on administrative leave or before an investigatory interview.
- Added language permitting the employer to retain discipline records for one additional year if an intervening disciplinary action occurs within one year of the original discipline.

Article 14 – Work Rules

- No change.

Article 15 – Classification

- Adds language that prevents changing the compensation level of any current classification without agreement of the association.

Article 16 – Position Audits

- Housekeeping changes only.

Article 17 – Transfers and Promotions

- Housekeeping changes only.

Article 18 – Reduction in the Work Force

- Housekeeping changes only.

Article 19 – Probationary Period

- Housekeeping changes only.

Article 20 – Seniority

- Added language preventing seniority lists from displaying an employee's social security number.
- Housekeeping changes.



Article 21 – Wages

- Freezes step movement for all employees whose step date is June 21, 2009 or thereafter (including probationary increases) until June 21, 2011.
- Establishes 2008 wage rates for all employees for the duration of the contract.
- Prevents an employee who has retired and returned to state employment from using previous state employment for the purposes of computing longevity.
- Permits the Department of Youth Services to establish a supplement for extra curricular activities.
- Establishes ten Cost Savings Days (CSD's) for employees at each agency except the School for the Deaf and the School for the Blind, whose employees only work 1,560 hours per year and, as such, will receive a pro-rated amount of 57 cost savings hours.
- Establishes guidelines for selecting and implementing CSD's.

Article 22 – Extra-curricular Activity Programs

- Maintains 2008 levels of payment for extra-curricular activities throughout the contract.
- Establishes a meeting during the third year of the contract to discuss compensation for extra-curricular activities.

Article 23 – Hours of Work

- Establishes that employees at the Department of Rehabilitation and Correction are not guaranteed a 30 minute unpaid meal period during which the employee is not required to work.
- Increases maximum accrual of compensatory time to 240 hours from 120 hours.

Article 24 – Temporary Working Level

- Housekeeping changes only.

Article 25 – Service Credit

- Provides prior service credit for prior state service effective July 1, 2010. Effects vacation accruals only.
- Establishes qualifications and procedure for obtaining said prior service.

Article 26 – Sick Leave

- Establishes that the second week of sick leave use will be paid at 100% if the employee, spouse, or child residing with the employee was hospitalized or for hours contiguous to an overnight hospital stay and for hours spent in outpatient surgery and for hours contiguous to the outpatient surgery.
- Establishes that sick leave used for doctor visits for the employee, spouse, or child residing with the employee may be supplemented up to 100% when requested at least 30



days in advance and when a doctor statement is provided immediately upon the employee's return to work.

Article 27 – Personal Leave

- Freezes personal leave accrual for the first two years of the agreement.
- Permits employees to designate up to 8 hours of vacation or compensatory time as personal leave per quarter.
- Freezes annual conversion until December 2011.
- Freezes payment for maximum personal leave accrual until the pay period that includes July 1, 2011.
- Reinstatement of personal leave accrual shall begin on July 1, 2011.
- Personal leave restoration will occur in the third-year of the contract, including a payment of 32 hours of personal leave or one-half of the amount lost, whichever is less, (16 hours for part time employees) and a credit of 32 hours of sick leave or one-half the amount lost, whichever is less.

Article 28 – Paid Leaves of Absence

- 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.
- Updated definitions and procedures for applying for and receiving Occupational Injury Leave (OIL).
- OIL claims are now eligible for salary continuation when a doctor from an approved physician list is used.

Article 29 – Leaves of Absence Without Pay

- Housekeeping changes only.

Article 30 – Vacation

- Instead of receiving a dump of 40 hours of vacation credit at the end of the normal breakpoint in determining vacation accrual rates (ie at 5, 10, 15, 20, and 25 years of state service), the employee will begin accruing vacation at the appropriate higher rate at the beginning of the prior year. Example: an employee will no longer receive a 40 hour dump of vacation credit at the end of the 5th year of employment but instead at the beginning of the 4th year of service will begin accruing vacation at the next higher rate, 4.6 hours per pay period.
- 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 and then accrue vacation at the higher rate.
- Employees may use accrued vacation leave at the end of their probationary period.



Article 31 – Holidays

- Establishes that employees on 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.

Article 32 – Benefits

- All employee health care benefits, eligibility requirements, and all other health benefits information will be provided as described on the DAS Benefits Administration website (das.ohio.gov/benefits).
- 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.
- Open Enrollment fairs will occur as prescribed in the Employer’s Agreement with OCSEA.

Article 33 – Rehabilitation of Injured Employees

- Establishes transitional work programs (TWP) for persons receiving salary continuation or on Occupational Injury Leave (OIL)
- Workers in TWP working less than 40 hours per week may supplement their pay with remaining OIL hours or salary continuation hours up to their normal work schedule.
- Establishes guidelines for employees on TWP who are receiving continuing treatment.
- 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.
- Establishes a salary continuation for Workers Compensation program that provides the uninterrupted payment of the total rate of pay for a maximum of 480 hours. 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.
 - Establishes guidelines for use and accrual of leave while on salary continuation.
 - 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 may elect to take leave without pay in lieu of salary continuation without exhausting accrued leave balances, pending determination of a Workers' Compensation claim.
 - Employees receiving 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.
 - A joint committee will form the approved physicians list, which will go into effect November 1, 2009.
 - 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

Article 34 – Life Insurance

- Housekeeping changes only.

Article 35 – Employee Awards

- Housekeeping changes only.



Article 36 – Subcontracting

- Housekeeping changes only.

Article 37 – Early Retirement Incentive

- Housekeeping changes only.

Article 38 – No Strike / No Lockout

- Housekeeping changes only.

Article 39 – Travel

- Overnight travel will be reimbursed at the rate set by the U.S. General Services Division effective July 1, 2009.
- Employees will receive a per diem rate for meal expenses and other incidentals incurred 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).
- Agencies may not require receipts for meals and incidentals.
- If an employee is required to travel outside of the United States, reimbursement will be made for actual lodging costs and actual meal costs within reason. Receipts will be required.
- Section 39.07 (Meal gratuities) and Section 39.08 (Other travel related gratuities) are deleted.
- Requests for reimbursement of travel expenses must be submitted within 60 days of the last date of travel. This time may be extended due to extenuating circumstances but under no circumstance may it be extended beyond 90 days.
- Reimbursement for travel expenses will be paid by an electronic deposit into the same account in which the employee's paycheck is deposited.

Article 40 – Duration

- Contract will become effective on July 14, 2009 at 12:01 A.M and will remain in effect through June 30, 2012 at midnight.
- The employer will not unilaterally change a matter which is a mandatory subject of bargaining during the term of the Agreement.

Appendix A – Sample Performance Evaluation Form

- No change.

Appendix B – Sample Grievance Form

- No change.



Appendix C – Sample Grievance Settlement Form

- No change.

Appendix D – Sample Position Audit Grievance Form

- No change.

Appendix E – Sample EAP Participation Form

- No change.

Appendix F – Drug Free Workplace Policy

- No change.

Appendix G – Classification Specifications

- No change.

Appendix H – Arbitration Rules

- No change.

Appendix I – SCOPE Grievance Mediation Procedure

- No change.

Appendix J – Sample Reduction in Force Grievance Form

- No change.

Appendix K – Voluntary Cost Savings Program

- Establishes that an employee may utilize a CSD contiguous to a holiday without losing their holiday pay.