

AGREEMENT

Between



THE STATE OF OHIO

And



SCOPE

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

1992-1994

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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 employees within the classifications listed in Appendix G.

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

The Employer will promptly notify the Union of its decision to establish all new classifications. If a new classification is a successor title to a classification covered by this Agreement with no substantial change in duties, the new classification shall automatically become a part of this Agreement.

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

1.03 - Classifications

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

1.04 - Legal References

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

1.05 - Savings Clause

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

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

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

Amendments and modifications of this Agreement may be made by mutual agreement of the parties subject to ratification by the Association and/or the General Assembly as required pursuant to Chapter 4117 of the Ohio Revised Code.

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, handicap, or sexual preference/orientation, in the application or interpretation of the provisions of this Agreement.

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

2.02 - Bona Fide Occupational Qualifications

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

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

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 - Management Rights

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

1. determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public Employer, standards of services, its overall budget,

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

ARTICLE 4 - ASSOCIATION RIGHTS

4.01 - Voluntary Dues Deduction

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

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

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

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

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

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

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

4.03 - Fair Share Fee

A. Payroll deduction of fair share fee

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

Agreement.

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

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

B. Schedule of fair share fee deductions

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

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

C. Termination of Membership

Upon termination of membership during the membership year the Employer shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid. The deduction of any balance owed as a fair share fee shall commence on the first pay date occurring on or after forty-five (45) days from the termination of membership or January 15th, whichever is later.

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

The Employer shall transmit to the Association within one week from the end of the pay period, a list of all monies collected on behalf of the Association. Included within the list

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

4.05 - Rebate Procedure and Indemnification

A. Procedure for rebate

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

B. Entitlement to rebate

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

C. Indemnification of the Employer

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

1. the Employer shall give the Association thirty (30) days written notice from the date of receipt of any claim made or action filed against the Employer by an employee for which

indemnification may be claimed;

2. the Employer agrees to (a) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding(s), (b) permit the Association or its affiliates to intervene as a party if so desired, (c) not oppose the Association's or its affiliates' application to file briefs amicus curiae in the action, and/or (d) permit the Association to participate in all settlements of any claims arising under this Article.

3. the Employer acted in good faith compliance with the fair share fee provision of this contract; however, there shall be no indemnification of the Employer if the Employer intentionally or willfully fails to apply, except due to court order, or misapplies such fair share fee provision herein.

4. the Employer shall not incur excessive costs under this Section. In those cases where the Attorney General's Office directly provides representation there shall be no charge to the Association for attorneys' fees.

4.06 - Site Representatives

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

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

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

notification is received by the employing agencies.

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

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

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

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

facility.

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

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

4.07 - Orientation

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

4.08 - Bulletin Boards

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

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

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

4.09 - Mail Service

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

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

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

4.10

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 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.

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

5.02 - Definitions

A. Grievance - refers to an alleged violation, misinterpretation or misapplication of specific provision(s), article(s), and/or section(s) of this Agreement.

B. Disciplinary Grievance - refers to a grievance involving a suspension or termination.

C. Day - refers to calendar day except where otherwise specified. Times shall be computed by excluding the first and including the last day, except that when the last day falls on a Saturday, a Sunday or a legal holiday, the act may be done on the next succeeding day which is not a Saturday, Sunday or legal holiday. "Work Days" refers to Monday through Friday, excluding legal holidays.

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

E. Employing agency is the department, board, commission, or body within which the employee is appointed. If there is more than one (1) appointing authority within the employing agency, the term agency refers to the entire department under

the control of the director of the department.

5.03 - Qualifications

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

Where a group of employees 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 provided that at least one (1) employee so affected signs the grievance. Grievances so initiated shall be called class grievances. The caption of the grievance shall bear the name of one (1) affected employee with the designation et al. Class grievances shall be filed within fifteen (15) working days of the date on which any of the affected employees knew or reasonably could have had knowledge of the event giving rise to the class grievance. Class grievances shall be initiated directly at Step 2 of the grievance procedure.

5.04 - Termination of Grievance

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

5.05 - Grievance Procedure

The following procedure applies to the processing of grievances:

A. Step 1: Immediate Supervisor

An employee having a grievance shall first attempt to resolve

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

B. Step 2 - Next Level Supervisor

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

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

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

C. Step 3 - Employing Agency Director

Should the grievant or the Association not be satisfied with the written answer received at Step 2, within ten (10) days after receipt thereof or the date such answer was due, whichever is earlier, the grievance shall be filed with the Agency Head/Director or designee. When different work locations are involved, transmittal of grievance appeals and subsequent responses shall be by U.S. Mail. The grievance may be submitted by serving written notice (including a copy of the grievance) presented to the Agency Head/Director or designee. The mailing of the grievance appeal shall be timely, if it is postmarked within the appeal period. Envelopes lacking a legible postmark shall be assumed to have been mailed three (3) days prior to their receipt. Upon receipt of the grievance, the agency head/Director or designee shall hold a meeting and render a decision within forty-five (45) days after the receipt of the grievance. The grievant shall receive notification at least two (2) days prior to the meeting. An Association representative may attend the meeting and shall represent the employee if requested. A representative of the Office of Collective Bargaining may be present at such meeting. The 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 3 responses shall be mailed. The notification shall be sent to the Office of Collective Bargaining by the President of the Association.

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

D. Step 4 - Request for Arbitration

If the Association is not satisfied with the answer at Step 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 Director of the Office of Collective Bargaining, with a copy sent to the Agency Head/Director or designee. This notice shall be mailed within fifteen (15) days after the receipt of the decision at Step 3, or the date such answer was due, whichever is earlier. The mailing of a letter requesting a grievance appeal shall constitute a timely appeal, if it is postmarked within the appeal period. Envelopes lacking a legible postmark shall be assumed to have been mailed three (3) days prior to their receipt.

5.06 - 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 3, the Association shall designate those bargaining unit members who have the authority to act on behalf of the Association. The President of the Association shall serve written notice to the Director of the Office of Collective Bargaining regarding who these bargaining unit members are. Where feasible, the bargaining unit representative designated to attend such meetings shall be an employee of the Agency seeking to settle the grievance. A bargaining unit representative shall be granted administrative leave with pay, per Section 28.07, to attend a meeting held to facilitate the adjustment of a grievance, so long as attendance does not adversely impact the adequacy of the workforce at the

employing agency.

B. A grievant and the Association site representative shall be allowed time off, with pay at base rate, from regular duties for attendance at scheduled meetings under the grievance procedure. Grievance meetings will usually be held during normal business hours.

C. The Association shall be the exclusive representative of the employee in all matters pertaining to the enforcement of any rights of the employee under the provisions of this Article and in accordance with Chapter 4117.03(A)(5) of the Ohio Revised Code.

D. At any step in the grievance procedure, the Association shall have the final authority in respect to any aggrieved employee, to decline to process a grievance if, in the judgment of the Association, the grievance lacks merit or justification under the terms of this Agreement or has been adjusted or rectified under the terms of this Agreement to the satisfaction of the Association.

5.07 - Time Extensions and Step Waivers

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

same number of days from the date the decision was due as specified in Section 5.06 of this Article.

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

B. Certain issues which by their nature cannot be settled at Step 1 of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps may, by mutual agreement, be filed at the appropriate advanced step where the action giving rise to the grievance was initiated. By mutual agreement, in lieu of a step meeting, a grievance response may be issued by a representative of the Employer based on a review of written documents only.

5.08 - Disciplinary Grievance Procedure

A. General

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

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

3. Oral and Written Reprimands

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

merits of the oral and written reprimand.

B. 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 3

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

Upon receipt of the grievance, the Agency Head/Director or designee shall schedule a meeting to be held within ten (10) days. An Association representative may attend the hearing and shall represent the employee if requested. The Agency Head/Director or designee shall render a decision in writing and return a copy to the grievant and the Association representative within forty-five (45) days after the meeting.

A representative of the Office of Collective Bargaining may be present at such meeting and the Director of the Office of Collective Bargaining or designee shall review the written decision of the Agency Head/Director or designee, prior to its being mailed to the grievant and/or Association. The Association shall designate an individual within the

organization to whom copies of Step 3 responses shall be mailed. The notification shall be sent to the Office of Collective Bargaining by the President of the Association.

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

2. Step 4 - Request for Arbitration

If the Association is not satisfied with the answer at Step 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 Director of the Office of Collective Bargaining, with a copy sent to the Agency Head/Director or designee. This notice shall be mailed within fifteen (15) days after the receipt of the decision at Step 3 or the date such answer was due, whichever is earlier. The mailing of a letter requesting a grievance appeal shall constitute a timely appeal, if it is postmarked within the appeal period. Envelopes lacking a legible postmark shall be assumed to have been mailed three (3) days prior to their receipt.

5.09 - Reduction in Force Grievance

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

A. The Step 3 review shall not require a hearing, but will merely require a paper review by the Agency and OCB. The Association agrees to provide a detailed explanation of the grievance at Step 3 to facilitate discussion of the issues.

B. At Step 4 the grievance shall be placed on the arbitration schedule no sooner than sixty (60) days from the filing of the arbitration and Step 3 appeal or forty-five (45) days after the issuance of the Step 3 answer whichever is earlier. The parties

may by mutual agreement alter these timelines.

5.10 - Grievance Mediation

The parties agree that during the term of this Agreement a new grievance mediation/resolution procedure will be developed and put into 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. The parties agree that they will enter into a separate written Agreement reflecting the grievance mediation/resolution procedures that will be adopted.

ARTICLE 6 - ARBITRATION

6.01 - Arbitration Panel

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

6.02 Mediation Panel

Within thirty (30) days after this Agreement becomes

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

6.03 - Scheduling of Arbitration

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

6.04 - Expenses

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

incurring the costs.

6.05 - Arbitrator Limitations

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

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 their 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 their separate versions of the issue(s) in writing to each other, and shall submit copies to the arbitrator at the hearing. Where such a statement is submitted, the arbitrator's decision shall address itself solely to the issue(s) presented and shall not impose upon either party any restriction or obligation pertaining to any matter raised in the dispute which is not specifically related to the submitted issue(s).

6.08 - Arbitration Decisions

The arbitrator shall render a decision as quickly as possible, but in any event, no later than thirty (30) 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 of ten (10) days or less which are grievable and arbitrable, as

well as any grievances arising under Article 18.

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

A. Each party shall have the responsibility of collecting written notarized statements from any witnesses they desire. Such witness statements shall be exchanged at least five (5) days prior to the scheduled hearing. These notarized statements shall be received by the arbitrator and considered as evidence. Any party wishing to cross-examine on the contents of a notarized statement shall either subpoena or request the voluntary appearance of the witness.

B. The parties agree that there will be only a limited number of witnesses called. Each party will reduce to writing its statement of facts, the names of any witnesses to the incident(s) giving rise to the grievance, and/or any facts surrounding the incidents. The parties will exchange these written statements at least fifteen (15) days prior to the arbitration hearing.

C. On the day of the hearing, the arbitrator shall consider the arguments of the representative of each party, the parties' written statements, notarized witness statements, and evidence and testimony of witnesses presented at the hearing.

D. No briefs shall be used except by mutual agreement of the parties.

E. Where a disciplinary grievance is involved, the arbitrator has the option to issue a bench ruling at the conclusion of the hearing. However, if a bench ruling is issued, the arbitrator shall submit to the parties a short written decision within five (5) days of the close of the hearing. Such decision shall include: 1) a summary of facts; 2) a rationale; and 3) the award made.

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 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 occupational health and safety standards and regulations as adopted by Executive Order 83-62 of the State of Ohio, 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.

7.04 - Access to Information about Toxic Substances

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

7.05 - Duty to Report

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

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

Employer.

7.06 - Unsafe Conditions

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

A. the employee believes in good faith that performing a task would place him/her in imminent physical danger;

B. the employee has brought the hazard to the attention of the Agency's facility Health and Safety designee has sought to have it corrected and has allowed the Employer a reasonable period of time to correct the problem;

C. the employee has identified an ongoing or reoccurring hazard and/or violation, has followed the steps in Section 7.06(B) with no resolution and has filed a grievance over the alleged hazard(s) or violation(s); or

D. there is no time to remedy the problem through other means outlined in this Agreement agency policies or Executive Order 83-62 of the State of Ohio.

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

7.07 - Health and Safety Committees

In the following agencies, each institution having five (5) or more bargaining unit employees shall have a health and safety committee to recommend those actions and procedures

necessary to insure that the Employer is in compliance with all appropriate health and safety rules and regulations:

Ohio State School for the Blind

Ohio School for the Deaf

Department of Mental Health

Department of Mental Retardation and Developmental Disabilities

Department of Rehabilitation and Correction

Department of Youth Services

Ohio Veterans Children's Home

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

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

7.08 - First Aid

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

7.09 - Restroom Facilities

Restroom facilities shall be cleaned, supplied and properly maintained.

7.10 - Fire/Tornado Safety

Fire/tornado drills and/or procedural reviews shall be

conducted periodically. 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 evacuation plan shall be conspicuously posted.

7.11 - Classroom Assistance

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

7.12 - Smoking Policies

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

7.13 - Employee Assistance Program

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

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

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

7.14 - Drug-Free Workplace Policy

Bargaining unit employees shall be subject to the State of

Ohio Drug-Free Workplace Policy set forth in Appendix F of this Agreement; and such other rules regarding drug testing and use as may be promulgated by the Employer.

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 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 evaluator shall discuss the classroom observation with the employee at a post-observation conference.

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

8.03 - Performance Evaluation Procedures

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

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

8.04 - Probationary Evaluation

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

Probationary evaluations need not be signed by the employee

for a probationary removal or reduction to be effective.

8.05 - Annual Performance Evaluation

All employees who have completed their probationary period shall be evaluated once a year. The annual evaluation shall measure the employee's performance for the year immediately preceding the evaluation date or for that portion of that year after the completion of the probationary period. Employees shall be evaluated within thirty (30) days before or after their anniversary date except that such evaluations may be made at the schools for the Deaf or Blind in the second half of the academic year.

8.06 - Annual Performance Evaluation Review

Performance evaluations may be appealed by written request to the Agency Director or his/her designee within seven (7) days after receipt by the employee of the completed evaluation.

The decision of the Agency Director or his/her designee is final and binding and not subject to Articles 5 or 6 of this Agreement.

ARTICLE 9 - CLASSROOM CLIMATE

9.01 - Educational Climate

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

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

9.02 - Student Assignments

When feasible, teachers shall be notified a minimum of twenty-four (24) hours prior to the assignment of a new student or students to their classes. This requirement excludes orientation and assessment periods.

9.03 - Pupil Personnel Discipline Policies

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

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

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

1. a requirement that an employee testify or offer a written statement regarding alleged disruptive behavior of a pupil; and
2. availability to the employee of the disposition regarding the alleged disruptive behavior of a pupil.

9.04 - Development of Student Plans

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

The Employer recognizes the teacher who has primary responsibility for the students, or educational alternate, as a core team member. In these instances, attendance at these

meetings is encouraged and shall not be unreasonably denied. If a teacher is not in attendance at the meeting to develop the student plan, the goals and objectives the teacher developed shall be presented at the meeting.

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

When the Individual Habilitation Plan has an educational component the teacher or educational alternate shall be considered a part of the treatment team. In those instances a teacher or educational alternate 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

10.01 - Career Development

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

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

10.02 - Continuing Education Programs

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

10.03 - Reimbursement/Fee Waivers

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

10.04 - Required Training

If the employing agency requires the employee to attend training sessions, conferences, etc., the employee will be reimbursed as stipulated by existing OBM regulations.

10.05 - Educational Leave

An employee 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-fourth of the employee's normal work week.

The Employer may also grant leave with pay at base rate for professional meetings, conferences and workshops.

10.06 - Professional Development

Each employee within the bargaining unit may be granted one day of administrative leave per year to attend any of the following meetings, conferences or workshops:

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

Requests for such leave shall not be unreasonably denied, subject to the availability of adequate staff to cover the work unit.

ARTICLE 11 - LABOR/MANAGEMENT COMMITTEE

11.01 - Objective

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

The purpose of these committees is to provide a means for continuing communication between the parties and for

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

11.02 - Statewide Labor/Management Committee

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

11.03 - Agency Labor/Management Committees

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

Department of Rehabilitation and Correction
Department of Youth Services
Department of Mental Health
Department of Mental Retardation and Developmental Disabilities
Ohio Veterans Children's Home
State Library of Ohio
State School for the Deaf
State School for the Blind

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

11.04 - Facility Labor/Management Committees

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

11.05 - Payment of Committee Members

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

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

12.03 - Review of Documents

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

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

The employee shall have a right to submit a written statement noting his/her objections to the material in question

to be placed in the file within thirty (30) days of notification of the employing agency's action.

12.04 - Removal of Documents

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

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

12.05 - Department of Administrative Services' Files

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

ARTICLE 13 - PROGRESSIVE DISCIPLINE

13.01 - Standard

Employees shall only be disciplined for just cause.

13.02 - Investigatory Meeting

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

13.03 - Pre-Suspension or Pre-Termination Conference

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

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

The employee may request that a representative designated by the Association be present at the conference. The employee, or his/her representative, may make a written request to the Employer for continuance of up to forty-eight (48) hours. A continuance beyond forty-eight (48) hours may be arranged by mutual agreement of the parties. Such continuance shall not be unreasonably requested or denied.

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

The pre-disciplinary conference shall be conducted by a designee of the Appointing Authority who was not directly associated with the incident(s) which led to contemplated disciplinary action against the employee. At the conference, the employee shall be provided with all documents used to

support the possible disciplinary action which are known of and available at that time. Documents which are not known or available at the time of the hearing shall be provided to the Association for examination prior to the issuance of a written decision. The Association will have ten (10) days to examine the new documentation and provide a written response to the employer. The employee may, but is not required to, respond to the allegations and/or present his/her side of the story.

The Appointing Authority shall issue a written decision within twenty-five (25) work days of the conclusion of the conference and transmit the written notification to the employee and the designated Association representative. "Work days" refers to Monday through Friday excluding legal holidays. Times shall be computed by excluding the first and including the last day. In the event that additional documentation has been identified and forwarded to the Association, the timeline on the written decision by the Employer may be extended by the ten (10) days during which the Association will examine and respond to the new evidence.

The twenty-five (25) work day requirement will not apply in cases where a criminal investigation may occur and the Employer decides not to make a decision on the discipline until after disposition of the criminal charges.

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

13.04 - Progressive Discipline

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

1. oral reprimand (with appropriate notation in the employee's official personnel file);
2. written reprimand;

3. suspension without pay;
4. demotion or discharge;

Disciplinary action shall be commensurate with the offense.

ARTICLE 14 - WORK RULES

14.01 - Work Rules

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

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

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

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

14.02 - Uniformity

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

ARTICLE 15 - CLASSIFICATION

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

If the Association disputes the proposed compensation levels of a classification, then the Association and the Employer shall meet for an evaluation conference to discuss the compensation

levels which have been assigned to the classification. Should the parties not be able to agree on the compensation levels, the Association may submit the issue to arbitration under Section 5.05 (D) and Article 6 of this Agreement. The arbitrator selected shall be knowledgeable in occupations and compensation.

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

ARTICLE 16 - POSITION AUDITS

16.01 - Position Descriptions

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

16.02 - Position Audit Grievance

A. Agency Designee

If an employee believes that he/she has been assigned duties substantially beyond the scope of his/her current classification, and the assigned duties have been performed for more than ten (10) consecutive work days, then the employee may file a grievance with the agency designee who shall not be the employee's immediate supervisor. The grievance must state specifically the different duties performed, the classification that contains those duties and how those duties differ substantially from those normally assigned to the classification of the employee. Filing a grievance under this Article bars an employee from filing a subsequent grievance regarding job duties for one (1) calendar year from the date of signing the grievance if his/her position control number has not changed.

The Agency designee will review the grievance filed, conduct

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

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

B. Office of Collective Bargaining

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

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

C. Hearing Officer

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

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

Present at the hearing shall be the employee, and an Association representative and a management representative. Both sides will present their 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 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 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 ten (10) 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. In no event shall the monetary award be retroactive to a date earlier than ten (10) calendar 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 list exists is not a vacant position.

17.02 - Posting of Vacancies

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

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

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

17.03 - Notification

The Employer will notify all applicants in writing after a

selection has been made or if the Employer determines that the vacancy will not be filled.

17.04 - Selection

A. Definitions

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

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

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

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

B. Filling of the Vacant Position

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

internal transfers.

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

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

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

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

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

The Employer and the Association hereby state a mutual commitment to Affirmative Action as regards job opportunities within the agencies covered by the contract. Therefore, when

all other qualifications are relatively equal in the opinion of the Employer, affirmative action may be the most qualifying factor. This selection process supersedes and voids the provisions of civil service law as to promotions and transfers in the bargaining unit.

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

C. Employee Initiated Reductions

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

17.05 - Promotional Probationary Period

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

17.06 - Reassignment

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

17.07 - Holding Classifications

The classification title of Teaching Coordinator is recognized as a holding classification. No new positions shall be created

within this classification and no future permanent reclassifications, assignments, or promotions shall be made into this classification. When a position in this classification is permanently vacated, the position shall be deleted by the employing agency, and if all positions become permanently vacated during the term of this agreement, the classification shall be deleted from coverage under this agreement.

17.08 - Civil Service Examinations

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

ARTICLE 18 - REDUCTION IN THE WORK FORCE

18.01 - Pre-Reduction in Force Action

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

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

within the classification(s) and series affected, the expected duration of the reduction in force, the facility or facilities to be affected and a listing of any vacancies which might be available for displacement.

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

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

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

When the Employer makes its final decision to effect a reduction in force, it may not move employees into or out of affected classifications within the affected facility and facilities in the county of or counties contiguous to the affected facility

by means of promotions, transfers, voluntary reductions (as per Article 17), classification changes, or reassignments, except that transfers out of a classification or implementation of the findings of a position audit commenced prior to the employing agency's final decision may be implemented.

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

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

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

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

substantive reason for the proposed reduction in force.

18.02 - Implementation

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

18.03 - Reduction in Force Order

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

18.04 - Notification of Reduction in Force or Displacement A. Notification.

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

day period. If mailed, such notice shall be mailed at least seventeen (17) days before the effective date of reduction in force or displacement. The date the letter is mailed shall be the first day of the seventeen (17) day period.

B. Content of notice.

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

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

C. Posting of reduction in force list.

At least fourteen (14) days prior to any reduction in force, the Employer shall prepare and post for inspection in a conspicuous and public place accessible to affected employees a list containing for the work facility of the reduction in force or displacement jurisdiction, the names, dates of appointment, types of appointment, classification, and seniority listing of all employees in the affected classification series and shall indicate thereon which particular positions will be reduced in force. The posting shall also include a statement that employees may volunteer, regardless of seniority, to be reduced in force or displaced pursuant to Section 18.11 of this Article with an explanation as to how to submit such a request.

18.05 - Displacement Rights

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

1. Within any available vacancy in the classification title and/or same parenthetical subtitle from which the employee was reduced in force or displaced: first, within the work facility of the reduction or displacement, second, within work

facilities within the same county operated by the employing agency implementing the reduction in force or displacement, and third, within work facilities within contiguous counties which are operated by the employing agency implementing the reduction in force or displacement;

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

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

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

5. Against the employee with the least state seniority within

the next lower classification title to include parenthetical subtitles or successively lower classification titles as set forth in Section 18.07 in which the reduction in force or displacement occurred; first, within the work facility of the reduction or displacement, second, within work facilities within the same county operated by the employing agency implementing the reduction in force or displacement, and third, within work facilities within contiguous counties which are operated by the employing agency implementing the reduction in force or displacement;

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

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

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

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

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

18.06 - Displacement Requirements

The following requirements apply to displacement:

A. No employee may displace into a classification title

which has a higher classification base than the classification title from which the employee was reduced.

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

C. No employee shall displace an employee for whose position or classification there exists special minimum qualifications, as established by a position description, classification specification or bona fide occupational qualification, unless the employee desiring to displace another employee possesses the requisite minimum qualifications for the position or classification.

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

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

18.07 - Classification Series

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

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

- 1) Peripatologist
- 2) Teachers Deaf and Blind

3) Library Series

4) Any employee covered by Section 21.02 of the Agreement.

18.08 - Displacement List

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

18.09 - Employees on Leave

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

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

18.10 - Displacement Compensation

An employee exercising his/her displacement rights shall be paid according to either the pay range assigned at Section 21.10 or according to the salary index at Section 21.02 based upon the classification title into which the employee displaced. Under Section 21.10, the employee shall be assigned to a rate

in the pay range assigned to the new classification which is equivalent to or nearest to, but not exceeding, the rate the employee was paid in his/her previous classification. If the rate the employee was assigned in his/her prior classification exceeds the highest rate in the pay range assigned to the new classification, the employee will be assigned the highest rate assigned to the new classification. An employee will only receive supplements if such supplements were assigned to the position and classification title into which the employee displaced. Under Section 21.02, the employee shall be assigned to the rate of pay attained paid pursuant to Section 21.02 prior to displacement.

18.11 - Voluntary Reduction in Force

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

18.12 - Recall Rights and Procedures

During the two (2) year period following the reduction in force or displacement, the employing agency shall not hire,

transfer, or promote any person into a classification title and/or parenthetical subtitle in a facility operated by the employing agency for which a recall list exists.

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

A. Recall Rights

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

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

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

lower than the classification in which the employee was employed at the time of reduction or displacement.

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

B. Notification of Recall

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

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

C. Removal From Recall List

1. An employee who declines recall to a classification lower in the class series than the classification from which the employee was reduced or displaced shall thereafter only be

entitled to recall to a classification higher than the classification declined, up to and including the classification from which the employee was reduced or displaced in the classification series.

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

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

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

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

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

D. Recall Qualifications

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

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

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

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

18.13 - Reduction in Force or Displacement Appeal

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

The only matters which may be grieved by the employee are

1. Selection of the employee for reduction in force

pursuant to Section 18.03;

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

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

18.14 - Seniority

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

18.15 - Out-Placement

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

18.16 - Group Benefit Participation

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

1. the employee is covered by a group health insurance at the time of the separation;
2. the employee has not been fired for gross neglect; and
3. the employee is not covered or entitled to be covered for similar benefits under any other group coverage or by Medicare. The employee shall notify, in writing, the appropriate administrative officer of the employing agency at the time of reduction in force, if he/she wishes to continue to

participate in a health insurance plan. The employee must pay the entire health insurance premium (Employer and employee share) each month. This Section does not apply to life insurance. In the event of conflict, the provisions of the COBRA Act of 1986 shall prevail over this Section.

ARTICLE 19 - PROBATIONARY PERIOD

19.01 - Probationary Period Duration

Each employee in the bargaining unit shall serve a probationary period of six (6) months following any original appointment or promotion.

19.02 - Probationary Termination or Reduction

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

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

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

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 dating back to the original date of hire with the agency.

20.02 - Continuous Service

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

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

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

1. separation because of resignation, except where an employee is rehired within thirty (30) days of resignation;
2. discharge;
3. failure to return from an authorized leave of absence;

4. failure to respond to the notification of recall;
5. disability separation with no subsequent rehire.

20.03 - Seniority Lists

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

Within forty-five (45) days after the effective date of this Agreement, the Employer agrees to provide notice to each employee in the bargaining unit of the seniority currently shown for him/her. A copy of the notice shall also be forwarded to the Association President. Any employee whose seniority is incorrect shall contact the Office identified on each notice to obtain the appropriate form to challenge the listed seniority information. The employee will supply the name, location, phone number and approximate dates of any prior service, and any supporting documentation along with the appropriate form. The form must be completed and submitted to the designated office within twenty (20) days of receipt of the notice. Only service as defined in Section 20.01 will qualify as service for the purpose of calculation.

The Employer shall attempt to verify the information submitted by each employee and post a corrected list within forty (40) days of the deadline for filing a challenge. The employees shall have ten (10) days to review the corrected list and furnish additional information if a dispute still exists.

Employees employed after July 1, 1992 shall submit all evidence of prior public service in positions paid by warrant of

Auditor of State within ninety (90) days of employment. Employees employed on the closing date for submission of evidence for adjusting seniority, shall forever be barred from requesting the Employer to adjust seniority, based on prior public service.

The parties may, by mutual agreement, extend any of the timelines previously specified.

20.04 - Identical Hire Dates

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

ARTICLE 21 - WAGES

21.01 - Definitions of Rates of Pay

As used in this Agreement the following definitions shall apply:

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

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

Employees in the classification titles of Teacher 1-4 (all parenthetical subtitles), Teaching Coordinator, Educational Specialist 1, Educational Specialist 2, Vocational Appraisal

Specialist, Corrections Job Placement Specialist and Guidance Counselor shall be compensated by computing salary on the following index, set forth in this Section.

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

A. Years (step)

Effective with this Agreement each employee will be credited with the same number of years that the last payroll prior to the effective date of this Agreement lists as years of service. Employees hired on or after the effective date of this Agreement shall be given credit for years of experience in accordance with the provisions of Section 3317.13 (A)(1)(a),(b), and (c) of the Ohio Revised Code provided that a total of not more than ten (10) years of experience shall be credited. 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. Columns

- 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 trade and industry vocational teachers with at least three (3) years of vocational teaching experience and who have completed an approved pre- and in-service education program of at least thirty-six (36) quarter hours of professional education coursework.
- 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.
- 4. MA + 30 - attainment of at least a Master's Degree

and thirty (30) additional post-graduate quarter hours.

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. Salary Base

Effective with the pay period which includes July 1, 1993, the salary base shall be the larger of five percent (5%) of the salary base in effect on July 1, 1992 or one-hundred twenty-seven percent (127%) of the state minimum teacher's salary schedule base for fiscal year 1994.

Salary Schedule Index:

YRS	BA	BA+20	MA	MA+30
0	1.0000	1.0380	1.0950	1.1520
1	1.0380	1.0810	1.1430	1.2050
2	1.0760	1.1240	1.1910	1.2580
3	1.1140	1.1670	1.2390	1.3109
4	1.1520	1.2100	1.2870	1.3639
5	1.1900	1.2530	1.3350	1.4169
6	1.2280	1.2960	1.3830	1.4699
7	1.2660	1.3390	1.4310	1.5228
8	1.3040	1.3820	1.4790	1.5758
9	1.3420	1.4250	1.5270	1.6288
10	1.3800	1.4680	1.5750	1.6818
11	1.4180	1.5110	1.6230	1.7347

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

21.03 - Librarian 1, Librarian 2

Employees in the classification title of Librarian 1 without a Master's Degree shall be assigned to pay range 8. In recognition of educational attainment, employees in the classification title of Librarian 1 with at least a Master's

Degree shall be assigned to pay range 9; employees in the classification title of Librarian 2 with at least a Master's Degree shall be assigned to pay range 10. For employees newly hired after July 1, 1986 to be assigned to pay range 9 within the classification of Librarian 1 or to be assigned to pay range 10 within the classification of Librarian 2, the employee must possess at the time of hire or attain while so classified a Master's Degree in Library Science from an accredited college or university.

21.04 - Library Consultant and Peripatologist

Employees in the classification titles of Library Consultant and Peripatologist shall be assigned to pay range 12.

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

Employees in the classification title of Teacher, Deaf School or Blind School shall be compensated in accordance with the Ohio Revised Code Section 124.15(L) as said statutory provisions are in effect on the effective date of this Agreement.

21.06 - Application

During the term of this Agreement, no employee paid under Section 21.02 shall receive a decrease in compensation which is less than that received prior to the adoption of this Agreement.

21.07 - Supplements

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.

21.08 - Pay Schedule Movement

Any employee who has completed a probationary period shall upon satisfactory completion of one (1) year of service in

his/her classification title be advanced to the succeeding step of the pay range. An employee who is promoted to a classification title shall be placed into a step which will guarantee him/her a minimum of four percent (4%).

21.09 - Payment of Salary

Employees shall be paid their annual salary in twenty-six (26) payments. Payments to the employee shall be on alternating Fridays.

21.10 - 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, 1992.

Pay Range	Rate Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
08	HOURLY	\$10.24	\$10.58	\$10.93	\$11.36	\$11.79	\$12.28	
	BI-WKLY	\$819.20	\$846.40	\$874.40	\$908.80	\$943.20	\$982.40	
	ANNUAL	\$21,299	\$22,006	\$22,734	\$23,629	\$24,523	\$25,542	
09	HOURLY	\$10.93	\$11.36	\$11.79	\$12.28	\$12.86	\$13.45	
	BI-WKLY	\$874.40	\$908.80	\$943.20	\$982.40	\$1,028.80	\$1,076.00	
	ANNUAL	\$22,734	\$23,629	\$24,523	\$25,542	\$26,749	\$27,976	
10	HOURLY	\$11.79	\$12.28	\$12.86	\$13.45	\$14.04	\$14.75	
	BI-WKLY	\$943.20	\$982.40	\$1,028.80	\$1,076.00	\$1,123.20	\$1,180.00	
	ANNUAL	\$24,523	\$25,542	\$26,749	\$27,976	\$29,203	\$30,680	
11	HOURLY	\$12.86	\$13.45	\$14.04	\$14.75	\$15.46	\$16.21	
	BI-WKLY	\$1,028.80	\$1,076.00	\$1,123.20	\$1,180.00	\$1,236.80	\$1,296.80	
	ANNUAL	\$26,749	\$27,976	\$29,203	\$30,680	\$32,157	\$33,717	
12	HOURLY	\$14.04	\$14.75	\$15.46	\$16.21	\$17.83	\$18.71	\$19.65
	BI-WKLY	\$1,123.20	\$1,180.00	\$1,236.80	\$1,296.80	\$1,360.00	\$1,426.40	\$1,496.80
	ANNUAL	\$29,203	\$30,680	\$32,157	\$33,717	\$35,360	\$37,086	\$38,917

Effective with the pay period which includes July 1, 1993, all pay ranges shall be increased by five percent (5%).

Pay Range	Rate Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
08	HOURLY	\$10.75	\$11.11	\$11.48	\$11.93	\$12.38	\$12.89	
	BI-WKLY	\$860.16	\$888.72	\$918.12	\$954.24	\$990.36	\$1,031.52	
	ANNUAL	\$22,364	\$23,107	\$23,871	\$24,810	\$25,749	\$26,820	
09	HOURLY	\$11.48	\$11.93	\$12.38	\$12.89	\$13.50	\$14.12	
	BI-WKLY	\$918.12	\$954.24	\$990.36	\$1,031.52	\$1,080.24	\$1,129.80	
	ANNUAL	\$23,871	\$24,810	\$25,749	\$26,820	\$28,086	\$29,375	
10	HOURLY	\$12.38	\$12.89	\$13.50	\$14.12	\$14.74	\$15.49	
	BI-WKLY	\$990.36	\$1,031.52	\$1,080.24	\$1,129.80	\$1,179.36	\$1,239.00	
	ANNUAL	\$25,749	\$26,820	\$28,086	\$29,375	\$30,663	\$32,214	
11	HOURLY	\$13.50	\$14.12	\$14.74	\$15.49	\$16.23	\$17.02	
	BI-WKLY	\$1,080.24	\$1,129.80	\$1,179.36	\$1,239.00	\$1,298.64	\$1,361.64	
	ANNUAL	\$28,086	\$29,375	\$30,663	\$32,214	\$33,765	\$35,403	
12	HOURLY	\$14.74	\$15.49	\$16.23	\$17.02	\$17.85	\$18.72	\$19.65
	BI-WKLY	\$1,179.36	\$1,239.00	\$1,298.64	\$1,361.64	\$1,428.00	\$1,497.72	\$1,571.64
	ANNUAL	\$30,663	\$32,214	\$33,765	\$35,403	\$37,128	\$38,941	\$40,863

ARTICLE 22 - EXTRACURRICULAR ACTIVITY PROGRAMS

22.01 - Compensation for Employees

Employees other than Teachers, Deaf or Blind School, who volunteer and are responsible for specific extracurricular activity programs shall receive compensation for those hours worked in excess of their normal schedule. At the Ohio Veterans Childrens' Home, extra curricular activities will be posted for ten (10) days. If no teachers apply, then the administration will consider other applicants. 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, 1992 thru June 30, 1994.

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.

Teachers at the Schools for the Deaf or Blind who volunteer

and are responsible for specific extracurricular activity programs shall receive compensation for such duties in accordance with the following schedule listed below:

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 their regular hourly rate times the number of hours listed, calculated based on twenty-six biweekly pay periods.

Compensation Effective

Extracurricular Sept 1, 1992 - August 31, 1994

Baseball, Varsity	\$1612.21
Basketball, Varsity	2480.33
Basketball, Assistant	1860.25
Basketball, Reserve	1612.21
Basketball, J.V.	1612.21
Cheerleading, Varsity	1860.25
Cheerleading, Assistant	1395.19
Cheerleading, J.V.	1240.16
Cheerleading, Pee Wee	640.00
Cross Country, Varsity	1612.21
Faculty Manager	800.00
Forensics, Varsity	2232.30
Forensics, Assistant	1451.00
Golf, Varsity	1612.21
Key Club Sponsor	620.08
Soccer, Varsity	1860.25
Soccer, Assistant	1395.19
Swimming, Varsity	2232.30
Swimming, Assistant	1451.00
Swimming, Pee Wee	640.00
Swimming, Pee Wee Assistant	416.00

Tennis, Varsity	1612.21
Track, Varsity	1612.21
Volleyball, Varsity	1612.21
Volleyball, Assistant	1209.16
Wrestling, Varsity	1860.25
Wrestling, Pee Wee	640.00
Yearbook, Sponsor	1116.15

Extra Duty

Activities Coordinator	40 hours
Athletic Director	80 hours
Coordinators(s)	40 hours
Department Chairperson	40 hours
Education Clinic	80 hours
Psychologist	160 hours
Instructional Coordinator	120 hours

22.03 - Supplemental Contracts

Employees who volunteer and are responsible for specific extracurricular activity programs or for additional classes or programs outside of their work schedule shall execute a supplemental contract with the appropriate representative of the employing agency.

22.04 - Selection of Employees Responsible for Extracurricular Activity Programs

The employing agency reserves the right to select employees responsible for extracurricular activity programs, additional classes, or programs.

22.05 - Additional Extracurricular Program Activities at the Schools for the Deaf or Blind

If, during the term of this Agreement, additional extracurricular program activities are implemented at the Schools for the Deaf or Blind, representatives of the employing agency will meet with the Association to discuss compensation levels which should be assigned to the new activities.

ARTICLE 23 - HOURS OF WORK

23.01 - Work Day/Work Week/Work Year

The standard work day for full-time employees of the bargaining unit shall consist of eight (8) hours and the work week shall consist of forty (40) hours. The normal work week shall consist of five (5) consecutive days of work and two (2) consecutive days off. When an employee, at the request of the employing agency, works other than five (5) consecutive work days, said employee may be scheduled to work less than an eight (8) hour day. An employee shall be given seven (7) days written notice of any change in his/her regularly scheduled work day, work hours or work week.

The work year for full-time employees shall be two-thousand eighty (2080) hours per calendar year except for employees at the Schools for the Deaf or Blind, where the work year shall continue to be the academic year.

No article or provision of this Agreement shall prevent the Employer from limiting the number of persons to be scheduled off work at any one time.

23.02 - Meal Period

The employing agency shall reasonably schedule meal periods to meet operational needs. Each full-time employee, with the exception of employees at the Schools for the Deaf or Blind and the Ohio Veterans' Children's Home, shall have at least a thirty (30) minute unpaid meal period during which the employee is not required to work. Employees at the Schools for the Deaf or Blind and the Ohio Veterans' Children's Home 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 and the Ohio Veterans' Children's

Home, 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.

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 their 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.

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 and employees of the Ohio Veterans' Children's Home 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.

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 and employees of the Ohio Veterans' Children's Home shall only be compensated for any authorized hours in active pay status beyond forty-two and one-half (42.5) in a calendar week.

Requests for the use of compensatory time must be submitted in writing twenty-four (24) hours in advance of the anticipated time off unless the need for such time off is of an emergency nature. Compensatory time must be taken at a time mutually agreeable to the employee and the supervisor.

23.07 - Overtime for Special Olympics

In those agencies that have Special Olympic programs, Agency Labor/Management Committees will discuss equitable ways to distribute the overtime opportunities that are specific

to this bargaining unit.

23.08 - 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.

23.09 - Compensatory Time Accrual and Payout

The maximum accrual of compensatory time shall be one hundred and twenty (120) hours with the exception of the Ohio Veterans' Children's Home, where the maximum amount shall be set by the employing agency at a level not less than 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. Upon termination of employment, an employee shall be paid for unused compensatory time at the final base rate of pay received by the employee.

23.10 - 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.

23.11 - 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.

23.12 - Flextime

Where practical and feasible, hours and schedules for bargaining unit employees may include:

1. variable starting and ending times;
2. compressed work week, such as four ten hour days;
3. other flexible hour concepts.

Flextime arrangements may not be used in an unreasonable manner.

23.13 - 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.

23.14 - Weather Emergencies

The Employer retains sole jurisdiction for declaring a weather emergency condition.

Employees designated as essential by the Employer are required to work during emergencies.

All other employees not required to report to work or sent home due to a weather emergency shall be granted leave at base rate for their individually scheduled work hours during the emergency.

23.15 - DYS Study

The Department of Youth Services, during the life of this Agreement, is willing to conduct a study to determine the feasibility of implementing a pilot program for a shortened

school year at one DYS facility. Any agreement reached which modifies or suspends any provision of this Agreement shall be reduced to a memorandum of understanding to be signed by the parties to the agreement. The implementation of this pilot program could be implemented no earlier than fiscal year 1994. It is further understood that implementation of this pilot project would be at no additional cost to the Department. The findings of the study will be shared with the OEA upon its completion, and the OEA will have opportunity for written input thirty (30) days after receipt of the study.

ARTICLE 24 - TEMPORARY WORKING LEVEL

24.01 - Temporary Working Level

The employing agency may temporarily assign an employee within one of the classification titles listed in Sections 21.03 and 21.04 to duties of a position with a higher pay range. If the temporary assignment is for a continuous period in excess of two (2) weeks, the affected employee shall receive a pay adjustment which increases the employee's step rate of pay to the greater either of the classification salary base of the higher level position or a rate of pay at least five (5) percent above his/her current rate of compensation. This pay adjustment shall in no way effect the longevity pay supplement where applicable, which shall be calculated using the employee's normal classification salary base. The employee shall receive the pay adjustment for the duration of the temporary assignment.

The employing agency shall not place an employee in a temporary assignment more than once in any one (1) year period.

The employing agency shall not extend a temporary assignment beyond a ten (10) week period unless the Employer has given prior approval and the temporary assignment is being

utilized to fill a position which is vacant as a result of an approved disability leave. The temporary assignment in such instance may be extended for the entire period of the vacancy which was the result of an approved disability leave.

An employee temporarily assigned to a classification title excluded from the bargaining unit shall maintain his/her seniority and grievance rights within the bargaining unit for the period of their assignment and shall also be subject to Article 4 of this Agreement. An employee cannot act in the capacity of an Association official or site representative while serving in a position excluded from the bargaining unit.

ARTICLE 25 - SERVICE CREDIT

Employees hired prior to July 1, 1986 shall maintain their service credit calculated as total service with the state or any of its political subdivisions.

Employees originally appointed on or after July 1, 1986 shall only receive service credit for employment with the State in any agency, board, commission or department where such employment is paid by warrant of the Auditor of State.

Service credit shall be utilized to calculate vacation accrual and eligibility for a longevity supplement where applicable.

For purposes of vacation accrual only, employees in the Librarian 1, Librarian 2, Library Consultant and Teacher Librarian/Ed Media 1-4 (7122) classifications shall also receive service credit for total service with public libraries in the State of Ohio.

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 a rate of one hundred percent (100%) of the employee's base rate of pay.

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.

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.

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. Evidence of use.

The Employer may require an employee to furnish a satisfactory written, signed statement to justify the use of sick leave. If professional medical attention is required by the employee or a member of the employee's immediate family, a certificate from a licensed physician stating the nature of the condition may be required by the Appointing Authority to justify the use of sick leave. Falsification of either the signed

statement or a physician's certificate shall be grounds for disciplinary action which may include dismissal.

C. Abuse.

An employee who fails to comply with this Article shall not be allowed to use sick leave for time absent from work under such non-compliance. Application for use of sick leave with the intent to defraud shall be grounds for disciplinary action which may include dismissal.

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 - Conversion or Carry Forward of Sick Leave at Year's End

A. An employee shall have, pursuant to the following provisions, the option to convert to cash benefit or carry forward the balance of any unused sick leave credit at year's end. For purposes of this Article the term "year's end" means the pay period which includes December 1.

1. Sick leave credit conversion or carry forward.

An employee who is credited sick leave pursuant to this Article shall have at year's end the following options with regard to the portion of sick leave credit:

- a. carry forward the balance of sick leave credit;
- b. receive a cash benefit conversion for the unused balance of sick leave credit. The cash benefit conversion shall be equal to one (1) hour of the employee's regular rate of pay for every two (2) hours of unused sick leave credit that is converted;
- c. carry forward a portion of the balance of sick leave credit and receive a cash benefit conversion of a portion of the sick leave credit.

26.09 - Limitations of Conversion of Sick Leave at Year's End

A. All sick leave balances that are carried forward are excluded from further cash benefits provided by this paragraph. The failure of an employee to utilize one of the sick leave conversion options listed in paragraphs (A) (1) (b) and (A) (1) (c) of Section 26.08 shall result in the automatic carry-forward of any balance of accrued sick leave;

B. Any cash benefit conversions of sick leave made at year's end under the provisions of this Article shall not be subject to contributions to any of the retirement systems either by the employee or the Employer;

C. An employee eligible to receive a cash benefit conversion of accrued sick leave at year's end must indicate the desire to convert any sick leave no later than the end of the pay period that includes the first day of November. Each Appointing Authority shall be responsible for reporting the conversion requests to the Department of Administrative Services.

26.10 - Conversion of Sick Leave Upon Separation from Service

A. An employee 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.

To be eligible for the accumulated sick leave cash conversion benefit authorized by this Article, an employee must have at least one (1) year of state service prior to separation;

3. Determination of amount of sick leave to be converted.

An 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 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;

4. 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 at the time of separation at the rate of one (1) hour of pay for every two (2) hours of accumulated balance.

5. 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, or 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 afore mentioned provided that such reemployment takes place within ten (10) years of the date of which the employee was last terminated from public service. The employee shall be responsible for notifying the Appointing Authority of the amount of unconverted creditable sick leave and the employee shall provide reasonable documentation in support of any such claim. Upon request by an employee, previous Appointing Authorities shall provide the employee with adequate documentation regarding the previously accumulated sick leave of which the Appointing Authority is aware;

C. Employees hired after July 1, 1986 who have previous service with political subdivisions of the state may use sick leave accrued with such prior Employers, but shall not be permitted to convert such sick leave to cash either at years end

or upon separation from state service.

26.12 - Sick Leave Administration Policy

The parties acknowledge that the Employer retains the right to establish a fair and reasonable absence control policy. Such policy shall not be arbitrary or capricious and shall not conflict with the provisions of this contract. A policy may include a provision for a physicians' verification requirement in cases of abuse or excessive use of sick leave.

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 base rate of pay.

27.02 - Personal Leave Accrual

Employees shall be entitled to four (4) personal leave days each year. Eight hours of personal leave shall be credited to each employee at the end of the pay period which includes the first day of January, April, July and October of each year. Full-time employees who are hired after the start of a calendar quarter shall be credited with personal leave on a prorated basis. Proration shall be based upon a formula of .015 hours per hour of non-overtime work.

Until January 1, 1993, all employees shall accrue personal leave at the rate of one and twenty-three hundredths (1.23) hours for each eighty (80) hours in active pay status, excluding overtime hours, not to exceed a total of thirty-two (32) hours accrued in one year.

This method of accrual shall take effect January 1, 1993. 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 their approved return to work.

27.03 - Compensation

Compensation for personal leave shall be equal to an employee's base 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-half (1/2) hour and deducted from the unused balance of the employee's personal leave on the basis of one-half (1/2) hour for every one-half (1/2) 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.

27.06 - Prohibitions

Personal leave may not be used to extend an employee's date of resignation or date of retirement. Personal leave may not be used to extend an employee's active pay status for the purpose of accruing overtime or compensatory time.

27.07 - Conversion or Carry Forward of Personal Leave at Year's End

Personal leave not used prior to the pay period which includes December 1, may be carried forward or paid at the employee's option.

An employee shall have, pursuant to the following

provisions, the option to:

A. Carry forward the balance of personal leave up to a maximum of forty (40) hours.

B. Convert the balance of personal leave to accumulated sick leave;

C. Receive a cash benefit conversion for the unused balance of personal leave. The cash conversion shall equal one (1) hour at the employee's base rate of pay for every one (1) hour of unused credit that is converted.

An employee eligible to receive a cash conversion of accrued personal leave at year's end must indicate his/her desire to convert any personal leave no later than the end of the pay period that includes the first day of November. The Director of each department shall be responsible for reporting the conversion requests to the Department of Administrative Services.

27.08 - Conversion of Personal Leave Upon Separation From Service

An employee shall be entitled, upon separation for any reason, to a cash conversion for unused personal leave pursuant to the provisions of this Article.

An employee who has accrued personal leave under the provisions of this Article shall be entitled to, upon separation of service, a cash conversion for all earned personal leave.

Payment for unused earned personal leave shall be at a rate equal to an employee's base rate of pay.

The Director of each department shall be responsible for notifying employees of their right to convert earned personal leave upon separation. This notification shall be written.

If an employee, who has separated from state service and has received cash benefits for personal leave pursuant to the provisions of this Article, is reinstated or reemployed in state service he/she shall be granted reinstatement of personal leave

converted to a cash benefit if the employee so desires to purchase back the leave.

27.09 - Transfer of Personal Leave

An employee who transfers from one state agency to another shall be credited with the unused balance of his/her personal leave.

27.10 - Death of an Employee

Payment of unused earned personal leave to the estate of a deceased employee shall be done in accordance with the procedure provided by O.R.C. 2113.04 consistent with Section 27.08 above.

ARTICLE 28 - PAID LEAVES OF ABSENCE

28.01 - Disability Leave

A. Each full-time employee is eligible for disability leave benefits if the employee has completed one (1) year of continuous state service, and if:

1. The employee is eligible for sick leave credit pursuant to Article 26 of this Agreement; or
2. The employee is on disability leave or on approved medical leave and would be eligible for sick leave credit pursuant to Article 26 of this Agreement except that the employee is in no pay status; or
3. The employee is pregnant and unable to perform the substantial and material duties of her position because it would endanger her health or the health of the unborn child.

B. Standards and Procedures

Those provisions of the Ohio Revised Code and the Ohio Administrative Code as promulgated by the Director of Administrative Services which relate to disability leave shall govern the issuance of disability leave benefits under this Article. The waiting period for benefits shall be twenty-eight

(28) days.

C. Minimum Benefit Leave

The minimum level of disability leave benefit pursuant to this Article shall be no less than seventy percent (70%) of the full-time employee's base rate of pay.

D. Other Leave Usage to Supplement Disability

Employees may utilize sick leave, personal leave or vacation to supplement disability leave up to one hundred percent (100%) of the employee's rate of pay.

E. Disability Review

The Employer shares the concern of the Union and employees over the need to expeditiously and confidentially process disability leave claims.

The Employer and the Department of Administrative Services shall continue to review such concerns as time frames, paper flow, the issue of light duty, and possible refinement of procedural mechanisms for disability claim approval or disapproval, inviting maximum input from the Union to this review.

F. 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 designated Association representatives, site representatives or individual employees upon request.

28.02 - Occupational Injury Leave

A. Eligibility

Each full-time and part-time employee of the Department of Rehabilitation and Corrections, the Department of Youth Services, the Department of Mental Health, the Department of Mental Retardation and Developmental Disabilities, the Ohio

Veterans' Children's Home and schools for the Deaf and Blind is eligible. These employees must have suffered bodily injury inflicted by an inmate patient, client, youth, or student in the facilities of the above agencies during such time as the employee is lawfully carrying out the assigned duties of his/her position. Such employees shall be paid his/her regular rate of pay during the period he/she is disabled as a result of such injury, but in no case to exceed one hundred twenty (120) days, in lieu of Workers' Compensation wage payments. Payment according to this Section shall not be charged to the employee's accumulation of sick leave credit.

B. Reporting Requirements

In order for an employee to qualify for injury pay under this Section, a statement of the circumstances of the injury shall be filed with the Director of Administrative Services by the employee's Appointing Authority. This statement shall show conclusively that the injury was sustained in the line of duty and was inflicted by an inmate or resident and did not result from accident or from misbehavior or negligence on the part of the employee.

C. Physician's Report

The Appointing Authority shall also obtain and file with the Director of Administrative Services the report of a physician designated by the Director of Administrative Services as to the nature and the extent of the employee's injury.

D. Employee Requirement

It shall be the obligation of the employee to receive necessary medical treatment and to return to active work status at the earliest time permitted by his/her attending physician.

E. Sick Leave Credit and Vacation Leave Credit

During such time as an employee is receiving injury compensation as provided in this Section, he/she shall be exempt from the accumulation of sick leave credit and vacation

leave credit under Articles 26 and 30 of this Agreement respectively.

F. Use of Sick Leave

In any case when an employee's injury, as covered by this Section, extends beyond one-hundred twenty (120) work days, the employee is entitled to use sick leave subject to Article 26 of this Agreement.

28.03 - Court Leave

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

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

B. Any compensation or reimbursement for jury duty when such duty is performed during an employee's normal working hours, shall be remitted by an employee to the payroll officer for transmittal to the Treasurer of State.

C. Any employee who is appearing before a court or other legally constituted body in a matter in which he/she is a party, may be granted vacation time or leave of absence without pay. Such instances would include, but not be limited to, criminal or civil cases, traffic court, divorce proceedings, custody or appearing as directed as parent or guardian of juveniles.

28.04 - Military Leave

Employees who are members of the Ohio National Guard, the Ohio defense corps, the Ohio naval militia, or members of other reserve components of the armed forces of the United States are entitled to a military leave of absence from their duties without loss of pay, for such time as they are in the military service on field training or active duty for a period not to exceed thirty-one (31) days in any one (1) calendar year.

The maximum number of hours for which payment can be made in any one (1) calendar year is one hundred seventy-six (176) hours.

A. Employees shall receive compensation they would have received for up to thirty-one (31) days in a calendar year even though they served for more than thirty-one (31) days of such year on field training or active duty. There is no requirement that the service be for one (1) continuous period of time.

B. Employees are required to submit to their Appointing Authority an order of statement from the appropriate military commander as evidence of military duty before military leave with pay will be granted.

28.05 - Olympic Competition Leave

The Employer shall grant employees paid leave to participate in Olympic competition sanctioned by the United States Olympic Committee. Any leave so granted shall not exceed the time required for actual participation in the competition, plus a reasonable time for travel to and return from the site of the competition, and a reasonable time for precompetition training at the site.

The Employer shall compensate the employee at the employee's regular rate of pay during any leave granted for participation in Olympic competition. Pay for each week of leave shall not exceed the amount the employee would receive for a standard work week, and the employee shall not be paid for any day spent in Olympic competition for which the employee would not ordinarily receive pay as part of the employee's regular employment.

The foregoing shall be subject to the provisions of the Ohio Administrative Code Section 123:1-34-08, in effect as of the effective date of the Agreement.

28.06 - Bereavement Leave

Three (3) days of bereavement leave at base rate shall be

granted to each employee upon the death of a member of his/her immediate family. This shall include parents, grandparents, 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 - Administrative Leave for Association Representatives

The Employer agrees to provide the Association with a bank of one thousand and forty (1040) hours each year of the Agreement. The purpose of this leave is to administer Section(s) of the Agreement as outlined below:

Article 5, Section 5.06(A), Association Representation

Article 5, Section 5.10 and Appendix I - Grievance Mediation

Article 6, Section 6.01 and Appendix H - Arbitration

Article 6, Section 6.02, Scheduling of Arbitration

Article 18, Reductions in Force

Impact Bargaining

The parties may mutually agree that this leave may also be used for alternative contract administration should a particular set of circumstances warrant it.

ARTICLE 29 - LEAVES OF ABSENCE WITHOUT PAY

29.01 - Unpaid Leaves of Absence

A. Leaves and Duration.

The Employer may grant a leave of absence without pay to full-time and part-time employees. An employee must request in writing a leave of absence without pay at least two (2)

weeks prior to the requested date, unless such advance notification cannot be provided due to extraordinary circumstances. Leaves of absence may be granted for a maximum period of six (6) months for any personal reason or to the beginning of the academic year (where the academic year is the work year), whichever is longer. A leave may also be granted for a maximum period of two (2) years for the purpose of education or training which would be of benefit to the service or for voluntary service in any governmentally sponsored program of public betterment. Renewal or extension beyond the two (2) year period shall not be allowed. A leave of absence shall neither start nor end on a holiday. The Employer may grant such unpaid leave of absence, without exhaustion of paid leaves, where mitigating or extenuating circumstances exist.

B. Abuse of Leave.

If it is found that a leave is not actually being used for the purpose for which it was granted, the Employer may cancel the leave and direct the employee to report for work by giving written notice to the employee.

C. Failure to Return.

An employee who fails to return to duty within three (3) days of the completion or a valid cancellation of a leave of absence without pay, and who provides no explanation, may be removed from service in accordance with Article 13 of this Agreement. An employee who fails to return to service from a leave of absence without pay and is thereupon removed from service is deemed to have a termination date corresponding to the starting date of the leave of absence without pay.

D. Return to Service.

Upon completion of the leave of absence without pay, the employee shall be returned to the same or similar position within the employee's former classification. If the employee's

former classification no longer exists, the employee shall, with approval of the Employer, be assigned to a position in a classification similar to that formerly occupied. The employee may be returned to active pay status prior to the originally scheduled expiration of the leave if such earlier return is agreed to by both the employee and the Employer.

E. Civil Service Examinations.

A provisional employee who is on a leave of absence without pay is responsible for obtaining information about and participation in any civil service test given for the employee's classification during such leave. Said provisional employee may be replaced from an eligible list in accordance with the provisions of the Ohio Revised Code in effect during the term of this Agreement.

F. Service Credit.

Authorized leaves of absence without pay will count as service credit for annual step increases, seniority and for computing the amount of vacation leave provided the employee is properly returned to service and is not serving an original probationary period. Employees who do not return to service from a personal leave of absence shall not receive service credit for the time spent on such leave.

G. Probationary Employees.

The period during which an employee is on a leave without pay shall not be counted towards an employee's original or promotional probationary period.

29.02 - Child Care Leave

Full-time employees shall be granted leaves of absence without pay for ninety (90) days to provide custodial care for the employee's newborn infant or to provide custodial care for an adopted child.

Such leave is in addition to other leaves which may be granted subject to Article 29 and Section 28.01. Such requests

shall be submitted at least thirty (30) days prior to the date of the requested leave, except in cases of adoption. Request for leave after adoption should be made as soon as practicable.

Such leaves may be extended for an additional ninety (90) days with the approval of the Appointing Authority.

29.03 - 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.

29.04 - Association Leave

A bank of one-thousand forty (1040) hours for each year of the Agreement of unpaid leave shall be available to Association representatives, delegates and officers to utilize for Association business such as attendance at conferences, conventions, and training sessions. The Association will provide written notification to the Office of Collective Bargaining with a copy to the employing agency for all requests of Association leave. No use of such leave will be authorized by the Office of Collective Bargaining unless notification of the eligibility of the employee making the request is received by the Employer from the Association.

The Association shall notify the Employer of the dates of national conferences and conventions to which Association delegates may be sent one (1) month 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 two (2) weeks in advance of the event. Other uses of time by Association representatives will require written notification to the Office of Collective Bargaining of seven (7) days. This time limit may be waived at the discretion of the Office of Collective Bargaining.

Employees may utilize unpaid leave in increments of four (4) hours. Under this Section, no Association representative

(except for the President of the Association) may utilize more than eighty (80) hours of Association leave in a calendar year. Employees on approved Association leave pursuant to this Section shall suffer no loss for leave accrual purposes as specified in Articles 26, 27 and 30.

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

29.05 - Sabbatical Leave

The Employer may grant a request for sabbatical leave, without pay, for up to one (1) year. Sabbatical leave may only be granted to employees who have completed at least three (3) years of state service. Sabbatical leave shall not exceed one (1) year and shall be considered as continuous service for seniority purposes.

A. Procedure

1. Ninety (90) days prior to the requested leave, the employee shall submit to the appropriate administrative official a written plan for professional growth, including course(s) and/or areas of study.

2. The appropriate administrative official shall provide the employee written notice of approval or denial within thirty (30) days of receipt of the request.

3. Upon completion of sabbatical leave, the employee shall return to his/her previous work site.

4. Within three (3) weeks of return, the employee shall submit to the appropriate administrative official a transcript of course(s) taken or a written description of travel and/or area(s) of study.

ARTICLE 30 - VACATION

30.01 - Vacation Scheduling

Employees eligible to receive vacation may submit vacation requests, in amounts of full days, between March 1 and March 31 for the twelve (12) month period beginning May 1 of that year through April 30 of the following year. In cases of conflict, such requests shall be approved on the basis of state seniority. The Employer shall respond to these requests by April 25. Vacation requests may also be submitted during other times of the year at least three (3) days in advance and shall be approved on a first-come, first-serve basis regardless of seniority. This time limit may be waived at the discretion of the Employer. Vacations shall be approved by the Employer for the time requested by the employee insofar as adequate scheduling of the work unit permits.

If an employee is reaching the maximum accrual of vacation time, and requests vacation leave with proper advance notification, the Employer will approve such requests, if possible, to prevent the loss of vacation leave by the employee. When an employee's vacation reaches the maximum level, and if the employee has been denied vacation during the past twelve (12) months, the employee will be paid for the time denied.

If an employee is called to work from a scheduled vacation leave period, the employee will have the right to take the vacation leave at a later time and will be paid at time and one-half (1 1/2) for the time the employee is in on-duty status. The employee shall also be reimbursed, upon submission of appropriate evidence, for any costs incurred as a result of canceling an approved vacation leave or being called to work from his/her vacation.

30.02 - Rate of Accrual for Full-Time Employees

Service credit as defined in Article 25 shall be used to

calculate vacation accrual.

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

Length of State Service	Accrual Rate	
	Per Pay Period	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

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 (1) hour.

30.05 - Rate of Accrual for Part-Time Employees

In accordance with the accrual schedule in Section 30.02, part-time employees shall accrue 3.1 hours of vacation for each eighty (80) hours in active pay status. An employee is not eligible to utilize vacation leave until he/she has accumulated

a total of two-thousand eighty (2080) hours in active pay status.

30.06 - Conversion of Vacation Leave Credit Upon Separation From Service

A full-time employee with at least one (1) year of service shall be entitled upon separation for any reason to a cash conversion of all vacation leave up to three (3) years accrual. However, a part-time employee who has not worked a total of two-thousand eighty (2080) hours shall not be entitled to a cash conversion of vacation leave upon separation of service.

30.07 - Transfer of Vacation Leave

An employee who transfers from one state agency to another shall be credited with the unused balance of his/her vacation leave.

30.08 - Death of an Employee

In case of death of an employee, any unused vacation leave shall be paid in accordance with Section 2113.04 of the Ohio Revised Code in effect at the time of this Agreement.

ARTICLE 31 - HOLIDAYS

31.01 - List of Days

Full-time employees of the bargaining unit shall have the following holidays:

1. New Year's Day - (first day in January)
2. Martin Luther King's Birthday - (third Monday in January)
3. President's Day - (third Monday in February)
4. Memorial Day - (last Monday in May)
5. Independence Day - (fourth of July)
6. Labor Day - (first Monday in September)
7. *Columbus Day - (second Monday in October)
8. Veteran's Day - (eleventh day of November)
9. Thanksgiving Day - (fourth Thursday in November)

10. *Day after Thanksgiving Day - (fourth Friday in November)
11. Christmas Day - (twenty-fifth day of December)
12. Any day declared by the Governor of the State of Ohio or the President of the United States.

*Columbus Day shall be observed by all bargaining unit employees except those in the institutions of the Departments of Mental Health, Mental Retardation, Rehabilitation and Corrections, Youth Services, and the Ohio Veteran's Children's Home, 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.

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. Compensation for working on a holiday is in addition to the automatic eight (8) hours of holiday pay and shall be computed at the rates prescribed in Section 31.03.

1. If a holiday occurs during a period of sick or vacation, leave, the employee shall not be charged for sick leave or vacation for the holiday.
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 their day off.

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

32.01 - Health Insurance

The Employer shall provide a Comprehensive Health Care Insurance Program to employees. This "unified" Health Care Plan (hereinafter referred to as Ohio Med) shall be comparable to the program outlined in Section 32.03.

The State shall contribute 88% of the premium cost of the Ohio Med Plan until three months after the implementation of

the Preferred Provider Organization after which date the State shall contribute 90% of the premium cost.

In addition to the State's Comprehensive Health Insurance Plan, the Employer may contract with various Health Maintenance Organizations (HMO's) to offer health insurance. All such HMO's shall offer at least the core benefits outlined in Section 32.04. Employees may elect to enroll in an HMO during any open enrollment period. For employees electing to participate in an HMO, the Employer shall contribute to the HMO the same percent of its total rate as it contributes to the State's Comprehensive Health Plan, except that under no circumstances will the Employer contribute more actual dollars to an HMO than is contributed to the State's Comprehensive Plan.

Eligibility provisions for employees enrolling in State-provided health care plans shall remain the same as those in effect on June 30, 1992.

32.02 - Joint Health Care Committee

The State agrees to retain the Joint Health Care Committee (JHCC), which shall include representatives of all unions who serve as exclusive agents in bargaining units one (1) through fifteen (15). Each Union shall have a number of representatives equal to the number of bargaining units which that Union represents. Total management votes and total union votes on the Committee shall be of an equal number.

The Committee shall advise the Director of the Department of Administrative Services on the operation of the Ohio Med Plan, Health Maintenance Organizations, dental and vision plans, mail-order drug program, utilization and cost containment provisions and employee education programs. Recommendations of the Joint Committee will be presented to the Director in writing.

The recommendations shall be signed by the co-chairs (one

representing and selected by management and one representing and selected by the unions on the Committee.)

Within forty five (45) days of the receipt of a formal recommendation from the Joint Committee, the Director will do one of the following:

1. Formulate a plan as to how the recommendation will be put into effect and communicate that plan to the co-chairs of the Committee.
2. Explain in writing to the Committee how he/she wishes to modify the recommendation and how that modified recommendation will be placed in effect, or
3. Explain in writing to the Committee why he/she is not willing to accept their recommendation.

The Director may request a meeting with the co-chairs at any time to explain or discuss any recommendation.

Specific other functions of the Committee shall include:

1. Recommend specifications for administering HMOs offered to State employees and monitor the operations of HMOs.
2. Evaluate the effectiveness of cost containment provisions, and review claim appeal and other dispute resolution procedures concerning health care issues.
3. Review claim appeal and other dispute resolution procedures concerning Ohio Med, HMOs, and other health care programs.
4. Recommend what data will be required from the various firms that are under contract with the State Benefit Program and review that data regularly.
5. Make recommendations regarding the request for proposal, evaluation of bidders, and selection of all health care benefit providers, and of the Administrator of the Ohio Med Plan. The labor co-chair of the JHCC, or his/her designee, may, at his/her discretion, participate

in the provider interview process. The JHCC or the appropriate JHCC subcommittee will review the requests for proposals (RFPs) and the proposals of bidders, unless labor agrees to waive this review in the interests of time, in which case the labor co-chair will review the RFPs and the proposals of bidders.

6. Review the reports of the providers and Ohio Med Administrator, which shall be provided on a regular basis to the JHCC.

The Committee shall meet at least bi-monthly, unless otherwise agreed. The JHCC shall have sub-committees on: HMOs; Ohio Med; and education/ancillary benefits. These subcommittees shall meet at least bimonthly, unless otherwise agreed.

The State shall prepare an annual audit of its health insurance program which shall be reviewed by the Joint Committee. HMOs may be audited periodically as shall the dental, vision and other ancillary benefits. These audits shall also be available to the Joint Committee.

The Joint Committee shall continue to coordinate a high quality communications program for the Ohio Med Plan by making recommendations to the Director for all state employee health benefits programs. This communications program shall include a benefits book in a notebook format with timely updates, issued no later than November 1, 1992, and the provision of a health benefits update newsletter at a minimum of five times during each calendar year. All parties to this Agreement agree to use the resources available to them (including union newsletters, pay check inserts, etc) to the best of their ability in order to communicate to employees the features of the Ohio Med Plan and the HMO's offered.

All marketing literature, open enrollment packets, or any other material sent by HMOs to State employees or their

dependents shall first be reviewed by the Joint Committee which shall recommend approval or non-approval to the Director. If there is no committee meeting scheduled in time to consider material to be sent by HMOs then the matter may be handled by the co-chairs or a sub committee. HMOs shall be prohibited from sending any unfair or inaccurate comparison of their program with that of the Ohio Med Plan to State employees or their dependents. Instead the Committee shall prepare and recommend to the Director a chart comparing the various health care options available to employees. The chart will be based on information supplied by the various HMOs participating in the State program. The Joint Committee will also have similar rights of review and recommendation over all advertisement made by any HMO or Preferred Provider Organization (PPO) or other participant in the State benefit program which may be seen or heard by any State employees or their dependents.

A benefits program which is issued by an entity other than the State of Ohio and which desires to be paid for via payroll deduction must first be approved by the Director of Administrative Services, after review and recommendation by the JHCC pursuant to this Section, in order to be eligible for payroll deduction.

32.03 - The Ohio Med Health Plan

A. In General

Medical Necessity

The Ohio Med Plan pays only for those covered services, supplies, and hospital admissions which are medically necessary. The fact that a physician may prescribe, order, recommend, guarantee, or approve a service, supply, or admission does not guarantee medical necessity or make such charges an allowable expense, even though they are not specifically listed as exclusions.

Usual, Customary, and Reasonable Fee

In determining what constitutes the usual, customary, and reasonable (UCR) fee for a given service or supply, the Claims Administrator shall use its standard methodology, taking the following factors in account:

Usual charge - the amount most frequently charged by an individual physician or surgeon to patients for a given service.

Customary charge - a charge which falls within the range of usual charges for a given service billed by most health care providers with similar training and experience within a given geographic area.

Reasonable charge - a charge which meets the usual and customary criteria or which the Claims Administrator determines is reasonable in light of the complexity of the treatment of the particular case.

Deductibles

The individual deductible is \$100, and the family deductible is \$200. The family deductible must be satisfied by two individuals each meeting the \$100 individual deductible. As soon as any individual in the family meets the \$100 deductible, that person shall be covered immediately even though the full family deductible has not been met. Effective with the beginning of the October 1, 1992, benefits year, the individual deductible is \$125 and the family deductible is \$250. Thereafter, when any individual in the family meets a \$125 deductible, that person shall be covered immediately even though the full family deductible has not been met.

Deductible Time Period

Expenses which are applied towards meeting the individual or family deductible must be incurred during the benefit year of July 1 - June 30.

Out-of-Pocket Maximums

The annual out-of-pocket maximum (OPM) shall be \$750 per

person per year or a total of \$1,500 per family per year. Penalty from failure to certify hospitalization or receive appropriateness review does not count toward the OPM.

Coordination of Benefits

If the Ohio Med Plan is the secondary payer (because the plan participant has primary coverage under a different plan), the amount that Ohio Med will pay shall be limited to an amount that will yield a benefit no greater than what would have been paid if the Ohio Med Plan were the primary payer. The primary plan's benefit is subtracted from the amount the Ohio Med Plan normally pays.

Exclusions and Limitations

Exclusions and limitations shall be the same as those defined by the State plans in effect on June 30, 1992.

Open Enrollment

Employees may change from the Ohio Med Plan to an HMO approved by the Department of Administrative Services or from an approved HMO to the Ohio Med Plan during open enrollment periods held in April or May of each year or as otherwise set by the Department of Administrative Services with adequate advance notice, including an opportunity for discussion of such open enrollment period, to be provided to the JHCC. Changes outside of open enrollment may only occur pursuant to Ohio Administrative Code Section 125-1-03.

B. Hospital Benefits

Duration of Benefits

Unlimited duration.

Semi-Private Room

80 percent of the UCR charge after deductible, then 100 percent of UCR after OPM. (NOTE: See 32.03 (E) (5), (6), and (7) for co-payments after the effective date of the Preferred Provider Organization.)

Pre-Admission Certification

Each inpatient admission must be certified as necessary prior to admission; emergency, urgent, and maternity admissions must be certified on the next business day after the admission. If a patient is admitted to a hospital as an inpatient without obtaining the necessary pre-admission certification, or does not obtain it on the next business day after an emergency, urgent, or maternity admission, he or she will have to pay an inpatient admission deductible of \$250. The admission deductible of \$250 is in addition to any other payments or deductibles and may be completely avoided by attaining pre-admission certification. However, emergency, urgent and maternity admissions in which a patient could not reasonably have had the admission certified by the next business day may have the deductible waived.

Appropriateness Review

An appropriateness review program shall be established effective November 1, 1992, for the Ohio Med Health Plan to preauthorize the procedures listed below (including magnetic resonance imaging (MRI) and positive electron transmission (PET) procedures) when performed on a non-emergency basis, whether performed on an inpatient basis or outpatient basis. Prior to receiving services for the listed procedures, employees and dependents must call a toll-free number. Employees and dependents not receiving preauthorization for services performed on an inpatient basis will be required to pay the penalty for failure to obtain the pre-admission certifications, described above. Employees and dependents not receiving preauthorization for services performed on an outpatient basis will be required to pay an additional deductible of \$250.00. This amount is in addition to any other payments or deductibles and may be completely avoided by obtaining appropriateness review. The procedures are as follows:

Procedure	Description (where necessary)
Cholecystectomy	removal of gall bladder
coronary artery bypass graft	
carotid endarterectomy	removal of plaque deposits from the coronary blood vessel in the treatment of atherosclerosis
hysterectomy	removal of the uterus
lumbar laminectomy	removal of the bony structure of the spine lumbar spinal fusion
dilation and cutterage of the uterus (D&C)	
coronary angiography	
upper GI endoscopy	
hammertoe repair	correction of the big toe
bronchoscopy	
bunionectomy	
carpal tunnel release	
cystourethrosopy	examination of the bladder and posterior urethra
knee arthroscopy	
pelvic laparoscopy	examination of the interior of the pelvis through a laparoscope
strabismus repair	deviation of the eye/axis repair
colonoscopy	endoscopic examination through a colostomy
radio allergosorbent test	
allergy immunotherapy	
typanostomy	
(surgical puncture)	tube insertion
hemorrhoidectomy	removal of hemorrhoids
cataract extraction	removal of cataracts

septoplasty	reconstruction of the nasal septum
tonsillectomy	removal of the tonsils
adenoidectomy	removal of the adenoids
tonsillectomy & adenoidectomy	removal of the tonsils and adenoids
total knee replacement	
total hip replacement	
transurethral resection/prostate	partial removal of the prostate through the urethra

magnetic resonance imaging (MRI)
 positive electron transmission (PET)

The Employer may add or delete services from this list as is deemed necessary for the effective control of surgical services, after consultation with the JHCC at least 45 days prior to the effective date of the change.

Hospital Auxiliary Services

80 percent of UCR after deductible of \$100 (\$200 per family), then 100 percent of UCR after OPM. (NOTE: see 32.03 (E) (5), (6), and (7) for co-payments after the effective date of the Preferred Provider Organization.)

Emergency Room Deductible

An additional \$25 deductible is incurred and counts toward the OPM.

Diagnostic X-Ray and Laboratory Tests

100 percent of UCR for pre-admission tests; all others, 80 percent of UCR after deductible. (NOTE: see 32.03 (E) (5), (6), and (7) for co-payments after the effective date of the Preferred Provider Organization.) Magnetic resonance imaging (MRI) and positive electron transmission (PET) procedures are subject to the preauthorization and appropriateness review

procedures listed above.

All Other Necessary Treatments and Procedures

80 percent of UCR after deductible, then 100 percent of UCR after OPM. (NOTE: see 32.03 (E) (5), (6) and (7) for co-payments after the effective date of the Preferred Provider Organization.)

C. Medical and Surgical

Routine Office Visits and House Calls

15 office visits per year shall be covered for family coverage; six office visits per year shall be covered for single coverage; house calls and physical examinations shall be treated the same as office visits. The benefit is not subject to deductible or co-insurance, but is limited to \$30 per visit. Medically necessary services beyond \$30 per visit are paid 80 percent of UCR after deductible, then 100 percent of UCR after OPM. (NOTE: this benefit will change after the implementation of the Preferred Provider Organization. See 32.03 (E) (3).)

Routine Well Baby Care

100 percent of UCR for the first twenty-four months, then 80 percent of UCR after deductible, to 100 percent of UCR after OPM. (NOTE: see 32.03 (E) (5), (6), and (7) for co-payments after the effective date of the Preferred Provider Organization.)

Diagnostic X-Ray and Laboratory Tests

100 percent of UCR for pre-admission tests; all others at 80 percent of UCR after deductible, then 100 percent of UCR after OPM. Effective October 1, 1992, routine screening by low-dose, bilateral mammographies for the presence of breast cancer in women shall be covered according to the following schedule:

1. If a woman is at least forty years of age but under fifty years of age, one mammography every two years; or
2. If a woman is at least fifty years of age, one mammography every year.

The routine screening benefit is not subject to deductible or co-insurance, but is limited to \$60.00 per mammography. Medically necessary mammographies are paid at 80 percent of UCR after deductible, and then 100 percent of UCR after OPM. (NOTE: see 32.03 (E) (5), (6), and (7) for co-payment after the effective date of the Preferred Provider Organization.)

Magnetic resonance imaging (MRI) and positive electron transmission (PET) procedures are subject to the preauthorization and appropriateness review procedures listed above.

All Other Medical and Surgical Procedures

80 percent of UCR after deductible, then 100 percent of UCR after OPM. (NOTE: see 32.03 (E) (5), (6), and (7) for co-payment after the effective date of the Preferred Provider Organization.)

D. Other Benefits

Skilled Facility, Including Extended Care

100 percent for up to 180 days for each confinement, then 80 percent after deductible and 100 percent after OPM. The benefit must immediately follow a confinement of at least three days in a hospital and be due to the same or related cause. (NOTE: see 32.03 (E) (5), (6), and (7) for co-payments after the effective date of the Preferred Provider Organization.)

Home Health Care Services (Prescribed by a Physician to Treat a Condition for which the Patient was Hospitalized and Otherwise Would Have had to Remain in or Return to the Hospital.)

100 percent of UCR.

Other Medically Necessary Home Health Care Services

80 percent of UCR after deductible, then 100 percent of UCR after OPM. If this service is available in the new Preferred Provider Organization, new co-payments will take effect. (NOTE: see 32.03 (E) (5), (6), and (7) for co-

payment after the effective date of the Preferred Provider Organization.)

Allergy Injections

80 percent of UCR after deductible, then 100 percent of UCR after OPM. (NOTE: see 32.03 (E) (5), (6), and (7) for co-payments after the effective date of the Preferred Provider Organization.)

Local Ambulance Service

80 percent of UCR after deductible, then 100 percent of UCR after OPM. If this service is available through the Preferred Provider Organization, new co-payments will take effect. (NOTE: see 32.03 (E) (5), (6), and (7) for co-payment after the effective date of the Preferred Provider Organization.)

Prosthetic Devices

80 percent of UCR after deductible, then 100 percent of UCR after OPM. If this service is available through the Preferred Provider Organization, new co-payments will take effect. (NOTE: see 32.03 (E) (5), (6), and (7) for co-payment after the effective date of the Preferred Provider Organization.)

Tubal Ligation

80 percent of UCR after deductible, then 100 percent of UCR after OPM. However, not covered as incidental if performed during another procedure. (NOTE: see 32.03 (E) (5), (6) and (7) for co-payments after the effective date of the Preferred Provider Organization.)

Vasectomy

80 percent of UCR after deductible, then 100 percent of UCR after OPM. (NOTE: see 32.03 (E) (5), (6), and (7) for co-payments after the effective date of the Preferred Provider Organization.)

Hemodialysis

80 percent of UCR after deductible, then 100 percent of UCR after OPM. (NOTE: see 32.03 (E) (5), (6), and (7) for co-payments after the effective date of the Preferred Provider Organization.)

Transplant of Organs

80 percent of UCR after deductible, then 100 percent of UCR after OPM. The limitations on organ transplants shall be the same as those defined by the plan in effect on June 30, 1992. (NOTE: see 32.03 (E) (5), (6), and (7) for co-payments after the effective date of the Preferred Provider Organization.)

Immunizations

Not covered, except under Well Baby Care during the first twenty-four months.

Conversion

The State or its Benefits Administrator shall make available conversion to an individual medical policy to individuals whose Ohio Med coverage terminates, including those who self-pay their health benefits.

E. PPO Implementation

No later than October 1, 1992, the Ohio Med health care plan will become a Preferred Provider Organization, with the following characteristics:

1. The out-of-pocket maximums will be: \$750 for single coverage; and \$1500, for family coverage.
2. The deductibles will be: \$125, single coverage; \$250, family coverage. As soon as any individual in the family meets the \$125 deductible, that person shall be covered immediately even though the full family deductible has not been met.
3. There will be a \$7.00 office visit charge at the point of service for office visits, whether in-network, out-of-area, or

non-network, with no co-insurance or deductible charges, to the extent possible in out-of-network areas.

4. All covered benefits will continue as described in this Article, except that out-of-pocket maximums, co-insurance, deductibles, and office visit charges shall be as described in this Section.

5. Co-insurance ("co-pays") for network services will be 90 percent by the Employer, and 10 percent by the employee, after the deductible and up to the out-of-pocket maximum.

6. Co-insurance ("co-pays") for non-network services will be 70 percent by the Employer, and 30 percent by the employee, after the deductible and up to the out-of-pocket maximum.

7. Co-insurance ("co-pays") for services provided in areas not included in the PPO will be 80 percent by the Employer and 20 percent by the employee, after the deductible and up to the out-of-pocket maximum;

8. Where a non-network hospital is used, there shall be an additional charge of \$250, over and above any deductibles and out-of-pocket maximums, except for emergency care.

9. The managed Mental Health/Substance Abuse Program and the mandatory Mail Order Maintenance Drug Program will continue as described in this Article.

10. The PPO must be available to at least 60 percent of current Ohio Med enrollees at the date the 1992 open enrollment period begins; the PPO must be available to at least 70 percent of Ohio Med enrollees at the date the 1993 open enrollment begins; and the PPO must be available to at least 75 percent of Ohio Med enrollees by January 1, 1994.

11. PPO network providers must be available within a reasonable distance in all parts of at least 60 percent of all counties at the date the 1992 open enrollment period begins; PPO network providers must be available within a reasonable

distance in all parts of at least 70 percent of all counties at the date the 1993 open enrollment begins; and the PPO network providers must be available within a reasonable distance in all parts of 75 percent of all counties by January 1, 1994.

12. The PPO must offer some coverage in adjacent states in east, central, south, southeast, and southwest Ohio border areas.

13. Hospitals, doctors, and other medical providers in the PPO network must agree to refrain from balance billing and to submit all bills and other paperwork on behalf of the patients.

14. The PPO vendor must provide a multi-year guarantee of administrative rates.

15. The PPO vendor must perform such services as claims review or "unbundling," pre-certification admissions appropriateness review, and case management, and must discuss these services on a regular basis with the JHCC.

16. In the 1992-93 open enrollment period, and in the initial transition to the PPO network, the PPO vendor must be willing to prepare open enrollment educational materials about the PPO, do direct mailing to state employees concerning the PPO, furnish hospital and provider directories to State employees, hold state employee meetings in numerous locations statewide, and perform some actual open enrollment work.

17. The PPO vendor must provide dedicated customer service, mail PPO network directories and up-dates and work with the JHCC on employee education newsletters.

The State shall require, through administrative contract with the Preferred Provider Organization vendor, that the PPO shall specify the selection criteria for providers used by the vendor, and it shall also specify the vendor's established standards governing the number of hospitals and other providers which will be part of the PPO in any given geographic area. No hospital, doctor, laboratory, or other health care provider can be added to the PPO in violation of the vendor's established

selection criteria, or in violation of the vendor's established standards governing the number of hospitals and other providers which will be part of the PPO in any given geographic area.

F. Mental Health and Substance Abuse

Mental health and substance abuse treatment will be provided through a managed care program which will include a full range of service providers, including psychiatrists and certified alcohol and drug counselors. Providers must be available within a reasonable distance in all parts of the State, provided, however, that the program will pay the costs of treatment of a provider not included in the network for those persons for whom an appropriate provider is not available in his/her home county. The program will provide timely responses to emergency calls. The service providers will be paid on a discounted fee for service basis. The financial structure will include incentives for the program to provide sufficient inpatient treatment.

G. Prescription Drugs

Ohio Med Plan

Prescription drugs with usage of less than twenty-one (21) days duration shall be reimbursed at 100 percent for generic drugs and at 80 percent of charges after deductible, then 100 percent of charges after OPM.

Mail Order Drug Program

Until October 31, 1992, prescription drugs with usage of 21 days or more duration shall be provided by a mail-order drug program, with a \$3.00 co-payment for brand name drugs and no co-payment for generic drugs. Effective November 1, 1992, prescription drugs with usage of 21 days or more duration shall be provided by a mail-order or other drug program with a \$7.00 co-payment for brand name drugs and \$3.00 co-payment for generic drugs. Where a generic

equivalent is available, the co-payment for brand name drugs shall be \$10.00. The program shall include lengthy customer service hours, no member charges for routine mailing, an emergency replacement service, and a regular program of information on drug characteristics, interactions, side effects, etc.

32.04 - Health Maintenance Organizations

Election to Enroll

Employees may elect to enroll in an HMO approved by the Director of the Department of Administrative Services. That approval shall be based upon compliance with the minimum standards for HMO operations, and core benefits requirements listed below.

State Contribution

The State shall pay the same percent of the cost of employee and family coverage in an HMO that it pays for employee and family coverage in the Ohio Med Plan.

Open Enrollment

Employees may change from an approved HMO to the Ohio Med Plan or from the Ohio Med Plan to an approved HMO during open enrollment periods held in April and/or May of each year or as otherwise set by the Director of the Department of Administrative Services, with adequate advance notice, including an opportunity for discussion of such open enrollment period, to be provided to the JHCC. Changes outside of open enrollment may only occur pursuant to Ohio Administrative Code Section 125-1-03.

Number of HMOs; HMO Rate Negotiations

Prior to any open enrollment period, the Department of Administrative Services may increase or reduce the number of HMOs available to State employees, provided that:

1. No qualified HMO is eliminated which is the sole HMO available in any county; and

2. At least 65 percent of State employees have an HMO option available.

The Department of Administrative Services may also conduct rate negotiations with HMOs. Negotiations shall only be concerning rates, and once begun, the State shall not accept new HMO proposals to amend their schedule of benefits, co-payments, deductibles, or out-of-pocket maximum. The State shall consult with the JHCC about the rate negotiations and inform the JHCC on the progress and results of said rate negotiations. If negotiations with a particular HMO do not result in rates which are satisfactory to the Department of Administrative Services, the Department may, after providing notice to the JHCC, refuse to permit any new enrollment in said HMO, or cancel the HMO contract.

Core Benefits

All HMOs available to State employees during open enrollment must include the following core benefits in the benefits which they offer to State employees. Co-payments for such benefits, except for office visit charges, shall not exceed 20 percent of billed charges and out-of-pocket maximums shall not exceed \$750.00 for single coverage and \$1500.00 for family coverage.

1. Physician's services;
2. Inpatient hospital services;
3. Outpatient medical services;
4. Emergency medical services;
5. Diagnostic laboratory services and diagnostic and therapeutic radiological services;
6. Preventive health care services, including voluntary family planning services, infertility services, periodic physical examinations, routine or screening mammography, prenatal obstetrical care, and well-child care;
7. Services of skilled nursing care facilities;

8. Mental health services and substance abuse treatment services, including inpatient treatment at a level of no less than thirty (30) days per enrollee per benefit year. Supplemental benefits for outpatient evaluation and crisis-intervention services shall be provided at a level of no less than thirty (30) visits per benefit year and up to an additional twenty (20) units of service, to be counted against the inpatient benefit at a rate of two (2) units of service to one (1) day of inpatient treatment. Outpatient services shall be provided at a psychiatrist or psychologist office, an accredited or certified intensive outpatient treatment program, a hospital outpatient program, or a community mental health facility;
9. In accordance with the U.S. Centers for Disease Control guidelines, Hepatitis B vaccinations shall be provided upon request of employees, including those who have direct contact with institutional or former institutional clients, at no cost to the employee;
10. Prescription drugs, with \$3.00 co-payment for generic, \$7.00 co-payment for brand name drugs. Where a generic equivalent is available, the co-payment for brand name drugs shall be \$10.00;
11. Allergy injections;
12. Home health services;
13. Licensed dietician services for medically necessary management;
14. Physical therapy;
15. Initial internal or external prosthetic devices and medically necessary replacements;
16. Non-experimental organ transplants; and
17. Liaison services with the State Employee Assistance Program.

HMO Minimum Standards

The group health care agreement between the State of Ohio and those HMOs offered to State employees shall contain the following provisions:

1. Participating HMOs will ensure that all State employee members and their covered dependents are held harmless from any charges beyond established fees or co-pays for any benefit provided as a part of the HMO benefit plan, regardless of the contracting or non-contracting status of the provider;
2. All State employee members and their dependents shall be entitled, at their discretion, to change primary care physicians a minimum of at least two (2) times each year.
3. Each participating HMO shall provide quarterly reports to the Department of Administrative Services, Office of Benefits Administration, regarding complaints filed with it by State employee members. Such reports shall provide, in summary form, the nature of such complaints and the disposition of such complaints;
4. Participating HMOs must comply with minimum financial guidelines, which shall be set forth by the Director of Administrative Services and reviewed by the JHCC.

32.05 - Dental and Vision Benefits

Coverage

All State employees and their dependents shall be eligible for dental and vision benefits upon an employee's completion of one year of continuous State service. These benefits will be provided at no cost to the employee. Each employee must designate which dental benefit option he/she wishes to have. The vision benefits plan includes both a "panel" and a "non-panel" option .

Dental Benefits

Dental benefits will include all of the forms and extent of

benefits provided under the Dental Indemnity Plan and under the Dental Maintenance Organization in effect on June 30, 1992, including the major features and at the payment rates indicated below:

Further the Labor-Management Committee will work with the Dental Maintenance Organization to identify areas in which the panel of dentists is inadequate and make appropriate recommendations for expansions in those areas.

Dental Indemnity Plan:

Individual calendar year deductible: \$25.00 (not applicable for Class 1 services);

Individual calendar year maximum benefit: \$750.00;

Individual lifetime orthodontia maximum benefit: \$750.00;

Class I Services - Payable at 100 percent of the reasonable and customary charge:

- Diagnostic services: oral exams, X-rays, tests and laboratory examinations; emergency treatments.

- Preventive services: teeth cleaning, fluoride treatments, space maintainers.

Class II Services - Payable at 65 percent of the reasonable and customary charge:

- General anesthesia; basic restorative fillings (amalgam, silicate, acrylic); root canal therapy; gum treatments; oral surgery; maintenance of bridgework and dentures.

Class III Services - Payable at 50 percent of the reasonable and customary charge:

- Major restorative fillings (gold foil, gold inlays, porcelain, crowns); installation of bridgework and dentures.

Class IV Services - Payable at 50 percent of the reasonable and customary charge:

- Orthodontia services.

Dental Maintenance Organization:

Dental Service

Employee Payment

Diagnostic and Preventive

Dental examinations (no limit on frequency) No charge

X-rays, as needed (no limit on frequency) No charge

Cleaning and scaling (no limit on frequency) No charge

Fluoride treatment for dependent user under age 19 No charge

Oral hygiene and dietary instruction No charge

Emergency treatment No charge

Space maintainers No charge

Restorative

Restorations for treatment of cavities No charge

Pin buildup No charge

Oral Surgery (Under Local Anesthetic)

Routine extractions No charge

Surgical removal No charge

Removal of tooth (tissue or bony impactions) No charge

Alveolectomy No charge

Endodontics (Root Canal Therapy)

Pulp capping No charge

Pulpotomy No charge

Root canal filling No charge

Apicoectomy No charge

Periodontics (Gum and Bone Repair)

Scaling and root planing No charge

Subgingival curettage No charge

Hemisection No charge

Equilibration	No charge
Gingivoplasty	\$60/quadrant
Muco-gingival surgery	\$60/quadrant
Osseous surgery	\$60/quadrant
Prosthetics	
Dentures, full or partial	25% of fee
Crowns (metal, porcelain, acrylic, stainless steel)	25% of fee
Denture or bridge repair	25% of fee
Denture reline	25% of fee
Post and core	25% of fee
Bridge abutments or Pontics	25% of fee
Orthodontia	
(Employee, spouse, and dependent child to age 19)	No charge after \$1000 OPM
Failed Appointments	\$15.00
Services not specified or use of precious metals	Dentist's fee
Deductible	None
Annual Maximum Benefit (Other Than Orthodontia)	\$750.00

Vision Care Benefits

Vision benefits will include all of the forms and extent of benefits provided under the vision services indemnity ("non-panel") plan in effect on June 30, 1992 except as modified below.

Additionally, the State shall maintain a vision care Preferred Provider Organization ("panel") as a vision benefit. The vision services PPO shall provide the following:

With a co-payment of \$10.00 per examination, the vision services PPO will provide a professional vision examination

for each covered employee and his/her dependents once every twenty-four (24) months. The examination is a complete analysis of the visual functions, including eye refraction and the prescription of lenses where indicated.

With a combined co-payment of \$15.00, the vision services PPO will provide a frame and prescription lenses once every twenty-four (24) months, provided that the frame and lenses selected do not exceed the plan allowance. The plan allowance for frames is defined as a \$25.00 wholesale frame benefit.

The Plan will provide any necessary lenses, including single vision, bifocal, trifocal or other more complex lenses necessary for the patient's visual welfare, including multifocal lenses, plastic lenses, tinted lenses, and VDT-coated lenses. Other items known as "extras", such as photochromic lenses, oversize lenses, or blended bifocals may be provided but the employee will pay an additional controlled charge depending on which extra item is selected. A frame, a lens, or lenses may be obtained separately under the vision PPO.

The co-payment amounts are to be paid by the employee or his/her dependent at the time covered vision care services are received.

An allowance for cosmetic contact lenses is provided to be used in lieu of other plan benefits during the coverage period. Cosmetic contact lenses are covered up to \$80.00.

Contact lens prescribed following cataract surgery or when visual acuity cannot be improved to at least 20/70 in the better eye by spectacle lenses are to be covered up to \$150.00 through a non-panel provider. An additional \$25.00 for an exam may also be paid. Medically necessary contact lenses provided through a panel provider are paid in-full with no out-of-pocket to a State of Ohio employee.

Employees in the vision services PPO may use non-PPO providers; however, if covered vision services are received

from a non-participating ("non-panel") provider, the amount of the benefit reimbursed to the employee shall be in accordance with the vision services indemnity plan schedule in effect on June 30, 1992.

Plan allowances and relevant limitations for vision services under both panel providers and non-panel providers are as follows:

Item	Panel Benefits	Non-Panel Reimbursement
Frames	A wholesale allowance of \$25.00 is made toward the cost of the frame. A combined deductible of \$15 applies to lenses and frames	\$18.00
Lenses		
-single	Employee pays only combined deductible	\$25.00
-bifocal		\$35.00
-trifocal	of \$15.00 for lenses and frames.	\$52.00
-other		
Contact Lenses		
-cosmetic	\$80.00	\$80.00
-medically necessary	paid-in-full	\$150.00

ARTICLE 33 - REHABILITATION OF INJURED EMPLOYEES

33.01 Rehabilitation of Injured Employees

In cases where an employee suffers a disability injury or occupational disease, which results in an allowed Worker's Compensation claim and which necessitates a period of rehabilitation treatment and services, the Employer and the Association mutually agree to recognize the Bureau of Workers' Compensation's Rehabilitation Division, as an

available rehabilitation program for such an employee. It is also recognized that the Rehabilitation Division's program is voluntary, and both the Association and the Employer encourage employed injured workers to participate in it.

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 three (3) 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.

ARTICLE 35 - EMPLOYEE AWARDS SYSTEM

35.01 - Employee Awards System

The Director of Administrative Services may institute an employee awards system which gives the employee an opportunity to submit suggestions that will reduce the cost or improve the quality of state services. The system shall provide reasonable standards for determining the amount, not to exceed one thousand dollars (\$1,000), for any award that may be given for a suggestion. The Department of Administrative Services shall review each suggestion and make a recommendation of the amount of award, if any, to be given. The Employer shall determine the amount of any award to be given and its determination is final and not subject to the grievance procedure.

ARTICLE 36 - SUBCONTRACTING

The Employer intends to use bargaining unit employees to perform work which they currently 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.

Should the Employer decide to contract out a function or service which would displace bargaining unit members, the Employer will notify the Association prior to the effective date of such action. If requested by the Association, the Employer will meet with representatives of the Association to discuss the reasons for the proposed decision and provide the Association opportunity to present alternatives.

If the Employer does contract out any displaced employee will have first consideration for existing comparable vacancies for which he/she is qualified at his/her work location or other

work locations of the agency.

ARTICLE 37 - RESERVED FOR FUTURE USE

ARTICLE 38 - NO STRIKE/NO LOCKOUT

38.01 - No Strike

The Association shall not authorize or sanction, and employees of the bargaining unit shall not instigate, participate in or cause any strike as defined in Section 4117.01(H) of the Ohio Revised Code. If an employee in the bargaining unit participates in or promotes a strike as determined by the State Employment Relations Board pursuant to Section 4117.23 of the Ohio Revised Code, the employee may be subject to the penalties outlined in Section 4117.23.

38.02 - No Lockout

The Employer shall not authorize or sanction a lockout of bargaining unit members for the duration of this Agreement.

ARTICLE 39 - DURATION

39.01 - Duration

This Agreement shall become effective July 1, 1992 at 12:01 a.m., and remain in full force and effect through midnight June 30, 1994.

39.02 - Purpose and Intent of the Agreement

This Agreement may be amended only by written agreement between the Employer and the Association. This is the full and final agreement on all issues and concludes collective bargaining for the term of the Agreement between the parties.

39.03 - Economic Benefits

Economic benefits granted by the Ohio Revised Code which are in effect on the effective date of this Agreement and which are not specifically provided for or abridged by this Agreement shall continue to remain in effect without alteration during the

term of this Agreement.

39.04 - Bargaining

Bargaining during the term of this Agreement may only be accomplished by written consent of the parties. Bargaining for successor negotiations shall be accomplished in accordance with the provisions of Chapter 4117 of the Ohio Revised Code. The parties may meet prior to the initial bargaining session to set ground rules for the ensuing negotiations.

39.05 - Copies of Agreement

Each party shall print and pay for the number of copies of the Agreement required for their own use.

This Agreement is signed and entered into this _____ day of _____, 1992, at Columbus, Ohio.

For the Employer:

For the Association:

Ray V. Kincaid
James J. [unclear]
Francis [unclear]
Raymond [unclear]
Don Kitchen
Robert [unclear]
Ed. Dunbar
Larry L. [unclear]
Ernest E. Baker, Sr.
Jim Decker
Mike [unclear]
Stephen A. [unclear]
David [unclear]

Ellen A. Smith
David L. [unclear]
Arthur C. [unclear]
M. Shannon [unclear]
Christina [unclear]
Mark [unclear]
Susan D. May
Wayne [unclear]

APPENDIX A - SAMPLE PERFORMANCE EVALUATION FORM

The forms on the following pages constitute the performance evaluation forms referenced in Article 8 of this Agreement. The Employer may change these forms with prior notice to the Association.

STATE OF OHIO EMPLOYEE PERFORMANCE REVIEW		Employee Name	
PROFESSIONAL PARAPROFESSIONAL		Rating Period	From / / To / /
Name Last	First	Classification Title	
Agency/Division	Supervisor	<input type="checkbox"/> Promotion <input type="checkbox"/> Reassignment <input type="checkbox"/> Transfer <input type="checkbox"/> Other	

INSTRUCTIONS

- I. **DEFINITIONS**

Performance review is a vital and ongoing part of personnel management. It is an objective evaluation of employee performance. There are two steps to a performance review:

 - 1) A performance review conference with the employee PRIOR to completion of the performance review form.
 - 2) The completion of the performance review form.

To meet the needs of the State's diversified work force, six performance review forms will be utilized:

 - CLERICAL
 - PROFESSIONAL/PARAPROFESSIONAL
 - TRANS/TECHNICAL
 - LABOR
 - PROTECTIVE SERVICES
 - DIRECT CARE
- II. **PURPOSE**

Performance review is utilized by each state agency for:

 - Improve performance and productivity
 - Chart employee progress
 - Strengthen the supervisor-employee relationship and increase communication
 - Recognize employee accomplishments and good work
 - Advise the employee of strengths, weaknesses and progress in improving performance
 - Develop employee skills
- III. **IMPLEMENTATION**

Performance of new employees will be reviewed twice during the probationary period. The first review is due at six months; the second, at the close of the probationary period. Thereafter, regular reviews will be made at least once annually and MUST be completed no later than 30 days after the end of the rating period.
- IV. **SCALE DESCRIPTIONS**
 - A. Above Expectations - Performance exceeds the job requirements. Job performance is excellent and above and beyond what is expected of employees in this job. The employee receives four-five-dollar increases. The employee's performance is superior.
 - B. Meets Expectations - Performance satisfies the job requirements. The employee is doing the job at the level expected for employees in this position. Most levels of supervision are needed. A large number of employees will fall in this category. This rating includes a broad range of performance, from barely satisfactory to highly satisfactory.
 - C. Below Expectations - Performance generally fails to meet job requirements; employee requires high levels of supervision. The employee is not doing the job at the level expected. The employee's performance is unsatisfactory.

V. CONDUCT AN EFFECTIVE PERFORMANCE REVIEW CONFERENCE

A. At least two days PRIOR to the performance review conference, provide the employee with a copy of the following:

1. The current position description
2. The most recently completed performance review form, or a blank form for new employees

Encourage the employee to review his or her performance for the upcoming rating by examining the documents listed above.

B. Prior to the conference, review the position description, the most recently completed performance review form, and all related materials which reflect employee performance during the rating period.

These materials may include:

1. Work product files
2. Written observations of job performance
3. Significant job-related incidents
4. Job-related observations of others who work closely with the employee
5. Discussions with your supervisors and managers

C. Hold the performance review conference.

1. Provide strict privacy.
2. Put the employee at ease.
3. Explain the purpose of the meeting and the results to be accomplished.
4. Ask the employee to discuss his or her performance during the rating period. Encourage the employee to be as specific as possible.
5. Provide the employee with your verbal evaluation of his or her performance during the rating period. Be as specific as possible. Be sure to:
 - a) Discuss each performance dimension as it relates to the employee.
 - b) Recognize good work.
 - c) Make suggestions to the employee for areas where improvement is needed. Ask the employee if there are any areas where help is needed to improve his or her performance. If necessary, discuss a plan for follow-up and monitoring.
6. Communicate work unit objectives and individual responsibilities for the next rating period to the employee. Specifically describe your expectations of performance over this next period.

VI. COMPLETE THE PERFORMANCE REVIEW FORM

1. After completion of the performance review conference, review all supplied information on the form (name, title, classification) for accuracy.
2. Mark an "X" in the appropriate ratings column after each performance dimension to indicate the employee's level of performance (meets expectations, above expectations, or below expectations).
3. After indicating each performance level, write a concise statement supporting your rating in the "Peer Comments" space. In areas where an employee is rated below expectations, provide written suggestions for improvement. Provide a plan for follow-up and monitoring. Sign the form.
4. Forward the form to the Reviewer (your supervisor).
5. The Reviewer considers the ratings and comments, adds comments, signs the form, and forwards it to the Appointing Authority for signature.
6. Give the form to the employee for employee signature and comments.
7. If requested, schedule another conference with the employee.
8. After the form has been signed by all parties, copies are distributed to the employee, the rater, and agency file.

For further information on Performance Review, contact your Personnel Office.

TEACHER EMPLOYEE PERFORMANCE REVIEW

STATE OF OHIO

Employee Number
 Rating Field
 Date / /
 Classification Title
 Full
 Part
 Annual
 Term

NAME: _____ TITLE: _____ CLASS: _____

APPROPRIATE: _____

PERFORMANCE DIMENSIONS	EXPECTATIONS RATING			RATED COMMENTS
	Exceeds	Meets	Needs	
QUALITY Assesses quality of work product. (Should reflect the relative impact of assignments/tasks.)				
QUANTITY Quantity of work product. (Should reflect the relative impact of assignments/tasks.)				
TEACHING Assesses teaching effectiveness.				
TEAM EFFORT/COOPERATION Contributes to group effort, cooperation and program development. Establishes positive working relationships with others.				
PLANNING/ORGANIZATION Organizes work and sets priorities. Manages time and resources effectively. Plans and organizes work.				
PROBLEM SOLVING/INNOVATION Identifies, analyzes and proposes solutions and alternative approaches. Implements solutions effectively. Seeks and accepts constructive criticism.				
RELATIONSHIP WITH STUDENTS/CLASS Establishes and maintains positive, cooperative and effective relationships with students. Implements effective classroom management. Promotes student participation and maintains discipline.				
COMMUNICATION Relays messages and conveys information and feedback. Acts as a team player. Listens to, reads and understands information. Promotes student participation and maintains discipline.				
RELATIONSHIP WITH SUPERVISORS Respects individual differences of others. Seeks and accepts constructive criticism. Promotes student participation and maintains discipline.				

I have prepared this performance review:
 Yes No

Two may provide written comments within three (3) days from the date of completion of this review:
 I have read the above: Yes No Yes or No Yes or No Yes or No Yes or No

Reviewer Comments: _____

Supervisor Signature: _____

Appropriate Authority: _____

PROFESSIONAL PARAPROFESSIONAL EMPLOYEE PERFORMANCE REVIEW

STATE OF OHIO

Employee Number
 Rating Field
 Date / /
 Classification Title
 Full
 Part
 Annual
 Term

NAME: _____ TITLE: _____ CLASS: _____

APPROPRIATE: _____

PERFORMANCE DIMENSIONS	EXPECTATIONS RATING			RATED COMMENTS
	Exceeds	Meets	Needs	
QUALITY Assesses quality of work product. (Should reflect the relative impact of assignments/tasks.)				
QUANTITY Quantity of work product. (Should reflect the relative impact of assignments/tasks.)				
TEACHING Assesses teaching effectiveness.				
TEAM EFFORT/COOPERATION Contributes to group effort, cooperation and program development. Establishes positive working relationships with others.				
PLANNING/ORGANIZATION Organizes work and sets priorities. Manages time and resources effectively. Plans and organizes work.				
PROBLEM SOLVING/INNOVATION Identifies, analyzes and proposes solutions and alternative approaches. Implements solutions effectively. Seeks and accepts constructive criticism.				
COMMUNICATION Relays messages and conveys information and feedback. Acts as a team player. Listens to, reads and understands information. Promotes student participation and maintains discipline.				
RELATIONSHIP WITH SUPERVISORS Respects individual differences of others. Seeks and accepts constructive criticism. Promotes student participation and maintains discipline.				

I have prepared this performance review:
 Yes No

Two may provide written comments within three (3) days from the date of completion of this review:
 I have read the above: Yes No Yes or No Yes or No Yes or No

Reviewer Comments: _____

Supervisor Signature: _____

Appropriate Authority: _____

APPENDIX C - SAMPLE GRIEVANCE SETTLEMENT FORM

The following is a sample grievance settlement form.

GRIEVANCE SETTLEMENT AGREEMENT
(GSA)

This Agreement made _____ by and between the _____ (GSA); the State Council of Vocational Education, INC. (SCVE) and _____ (Employee), parties hereto.

WHEREAS, there is now pending a grievance filed by the above named Employee and SCVE against _____ pursuant to the Collective Bargaining Agreement, identified as _____ grievance number _____ based on the following allegations:

WHEREAS, _____ denies any liability in connection with the alleged claim;

WHEREAS, all parties hereto wish to reach a full and final settlement of all matters and claims arising out of the claim hereinafter set forth;

And WHEREAS, all parties hereto, in consideration of their mutual promises and agreements to be performed, as hereinafter set forth, agree as follows:

Employee and SCVE agree:

To withdraw the aforementioned grievance and waive any and all rights they may currently or subsequently possess to pursue any grievance, arbitration or recourse for the matter which formed the basis of the aforementioned grievance, including the right to have the grievance reviewed through arbitration, or through resort to administrative appeal or through the institution of legal action.

SCVE agrees to waive any and all rights it may currently or subsequently possess to obtain any suspension, reprimand or reduction for its employee as a result of the matter which formed the basis of the aforementioned grievance, including the right to have the grievance reviewed through arbitration, or through resort to administrative appeal or through the institution of legal action.

SCVE agrees to waive its right to pursue any and all claims that any claim as a result of the implementation of the terms of this Agreement.

All parties to this Agreement hereby acknowledge and agree that this Agreement is in no way prejudicial to any. This Agreement shall not be interpreted, construed to, or in any other way utilized in any subsequent arbitration, litigation, or administrative hearing except as may be necessary to enforce its provisions and terms.

APPENDIX D - SAMPLE POSITION AUDIT GRIEVANCE FORM

The following is a sample of the Unit 10 position audit grievance form.

POSITION AUDIT GRIEVANCE FORM

INSTRUCTIONS: Please provide all information requested on this form. Answer all questions completely and do not leave any blanks. Incomplete or inadequate information may delay the processing of your grievance. Please print.

I. EMPLOYEE INFORMATION

Name: _____ Date: ___/___/___

Social Security Number: _____ Work Phone: _____

Agency: _____ Work Location: _____

Normal Working Hour: _____

Bargaining Unit/Union: _____

Immediate Supervisor: _____ Phone: _____

II. JOB INFORMATION

Class Title: _____ Class Number: _____

Describe your job for which you were hired:

List duties outside of your classification being performed. (Attach additional sheets if necessary):

Duty	Hours per day	Days per week
_____	_____	_____
_____	_____	_____
_____	_____	_____

Date you began these duties: ___/___/___ Date ended: ___/___/___

How did you obtain these duties?

List any machines, tools or equipment used performing duties outside your classification.

To what classification do you believe these duties belong?

APPENDIX E - SAMPLE EAP PARTICIPATION FORM

The following is a sample of an EAP participation agreement as referenced in Article 7.

How closely are you supervised? Please include how often you discuss your work or receive instructions from your supervisor.

You may write comments below.
(Attach additional sheets if necessary).

III. CERTIFICATION

I certify that the above statements and responses are accurate and complete to the best of my knowledge.

Employee Signature _____ Date Signed _____

PLEASE NOTE: In order to expedite the process, employees should submit a copy of their current Position Description with this form.

AGENCY RESPONSE: Date received: / /
(Attach additional sheets if necessary)

Agency Director or Designee _____ Date Signed _____

OFFICE OF COLLECTIVE BARGAINING RESPONSE:
Date received: / /
(Attach additional sheets if necessary)

Director or Designee _____ Date Signed _____

EMPLOYEE ASSISTANCE PROGRAM PARTICIPATION AGREEMENT

The Ohio Department of _____ (agency) and the employee agree to enter into a contract wherein the employee voluntarily agrees to seek assistance from a Health Care Provider under the Ohio Employee Assistance Program (Ohio E.A.P.), to deal with the problem of _____ (description of an performance concern).

The employee agrees to participate in a plan for a period of _____ days. Said plan will be developed by the Health Care Provider. The employee agrees to meet all of the requirements set forth in that plan. The employee also agrees to verification as to whether or not the employee is keeping scheduled appointments and is in compliance with the agreed to plan. Said verification will be made by the Case Monitor assigned in accordance with the employee's health plan contract.

A Participation Outline, including the lengths of the various aspects of service and the frequency of appointments or treatment sessions, shall be attached to and made a part of this agreement as soon as possible, but not later than thirty (30) days from the date of signing.

If the agency is unable to secure information from the Case Monitor, it shall be the employee's responsibility to provide the employer representative with such information.

The employee further agrees to participate in follow-up care as recommended and/or required by the Health Care Provider, and agrees that such follow-up care is to be verified to _____ (agency) by the Case Monitor.

_____ (agency) agrees that, so long as this contract is complied with in its entirety, the discipline recommended for this employee pursuant to the letter dated _____ shall be held in abeyance. Should the employee violate this contract, in any part, the recommended disciplinary procedure will be implemented.

The employee understands and agrees that further occurrences of the problem described in paragraph 1, may result in the immediate implementation of the proposed discipline.

By signing this agreement, the employee and Union agree to waive any contractual time restrictions regarding the imposition of discipline.

The employee by signing this contract acknowledges that s/he has received a copy of this contract, and has been fully informed of the terms and consequences of it, and hereby voluntarily enters into said contract after having been advised by his/her representative, if applicable.

_____ (agency) further agrees that if the employee successfully completes the agreed to plan as certified by the Ohio E.A.P. or its designee, _____ (agency) will review the proposed discipline and seriously consider modification of the discipline imposed.

Employee Signature _____	Administering Authority or Designee _____
Date _____	Date _____
Union Representative _____	Witness _____
Date _____	Date _____

HEA 0402 (10/91)

APPENDIX F - DRUG-FREE WORKPLACE POLICY
Section 1. Statement of Policy.

A. Both the State and the Association desire a workplace that is free from the adverse effects of alcohol and other drugs. Both parties acknowledge that substance abuse is a serious and complex, yet treatable, condition/disease that adversely affects the productive, personal and family lives of employees. The parties further acknowledge that substance abuse may lead to safety and health risks in the workplace for the abusers, their co-workers, and the public-at-large. Accordingly, the State and the Association pledge to work collaboratively in programs designed to reduce and eradicate the abuse of alcohol and drugs.

B. The Association recognizes the need to address problems associated with having on-duty employees under the influence of alcohol or drugs. The Association also recognizes the State's obligations under the Federal Drug-Free Workplace Act of 1988 and other Federal laws and regulations concerning the controlling of substance abuse in the workplace. The State recognizes employees' rights to privacy and other constitutionally guaranteed rights as well as the due process and just cause obligations of this Agreement. Both parties agree that the emphasis of any drug-free workplace programs shall be to prevent and rehabilitate employees and to abate risks created by employees who are on duty in an impaired condition.

C. The State will periodically provide information and training programs concerning the impact of alcohol and other drug use on job performance, as well as information concerning the State's Employee Assistance Program and any other resources that an employee or his/her family may contact for assistance in overcoming an alcohol and/or other drug problem. All bargaining unit employees shall be furnished

with a copy of the Employer's drug-free workplace policies within sixty (60) days of the signing of this Agreement or within thirty (30) days of initial employment with a state agency. Additionally, each employee will similarly be provided with a written description of the employer's drug testing policy including the procedures under which a test may be ordered, procedures for obtaining samples for testing, how testing will be conducted and reported to the Employer and employees, and the potential consequences of refusing to submit to testing or of positive test results. Managers and supervisors shall be provided training about the Drug-Free Workplace Policy and alcohol and the drug-testing program in order to ensure that the policy and program are administered consistently, fairly, and within appropriate Constitutional parameters.

D. Any employees suffering from a substance abuse problem shall receive the same careful consideration and offer of treatment that is presently extended under the State's existing benefit plans to those employees having other physical and/or psychological disabilities, as well as under the Employee Assistance Plan established under Section 7.03 of this Agreement. The same benefits and insurance coverages that are provided for all other illnesses, diseases, and/or physical or psychological conditions under the State's established health insurance benefit plan shall be available for individuals who accept medically approved treatment of alcoholism or drug dependency.

E. An employee's refusal to accept referral for diagnosis or to follow the prescribed treatment will be handled in accordance with other policies relating to job performance, subject to the contractual grievance/arbitration procedures and other provisions of this Agreement. No person with a substance abuse problem shall have his/her job security or

promotional opportunities jeopardized by a request for diagnosis and/or treatment. Continued unacceptable job performance, attendance, and/or behavioral problems will result in disciplinary action, up to and including termination.

F. The confidential nature of the medical records of employees with substance abuse problems shall be preserved. All records relating to drug tests and their results shall be maintained in the strictest confidence.

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

Section 2. Drug-Testing Conditions.

Employees covered by this Agreement may be required to submit a urine specimen for testing for the presence of drugs or a breath sample for the testing of the presence of alcohol where there is reasonable suspicion to believe that the employee, when appearing for duty or on the job, is under the influence of alcohol or other drugs or his/her job performance is impaired by alcohol or other drugs. Such reasonable suspicion must be based upon objective facts or specific circumstances found to exist that present a reasonable basis to believe that an employee is under the influence of or is using or abusing alcohol or drugs. Examples of reasonable suspicion shall include, but are not limited to, slurred speech, disorientation, abnormal conduct or behavior, or involvement in an on-the-job accident resulting in disabling personal injury requiring immediate hospitalization of any person or property damage in excess of \$2,000, where the circumstances raise a reasonable suspicion concerning the existence of alcohol or other drug use or abuse by the employee. In addition, such reasonable suspicion must be documented in writing and supported by two witnesses, including the person having such suspicion. The immediate supervisor shall be contacted to

confirm that a test is warranted based upon the circumstances. Written documentation must be presented as soon as possible to the employee and the department head, who shall maintain this report in the strictest confidence, except that a copy shall be released to any person designated by the affected employee.

Section 3. Testing Procedures and Guarantees.

A. An employee reasonably suspected of using or abusing alcohol or other drugs, while on duty, or of being under the influence of same, while on duty, may be required to submit a urine specimen for testing for the presence of drugs or a breath sample for the testing of alcohol. The breath sample will be taken by the State Patrol or person qualified under OAC rule 3701-53-07. Urine specimen collection shall occur at the collection site designated by the Employer in a secure and private room and shall be witnessed by a person of the same sex as the donor-employee in accordance with standards provided under the guideline published by the National Institute of Drug Abuse (NIDA).

B. Prior to submitting the sample, the employee shall be required to complete a form indicating all drugs currently being taken and any toxic substances he/she may have been in contact with. This information will be forwarded to the laboratory with the samples. Such information shall not be released to the employer except as necessary to explain a test result.

C. All procedures and protocols for collection, transmission and testing of the employee's urine sample shall conform to the NIDA guidelines.

All procedures and protocols for collection and testing of the employee's breath shall conform to the methods and procedures set forth in Chapter 3701-53 of the Ohio Administrative Code. The instrument used must be listed in OAC Rule 3701-53-02A. Level of concentration must be that

established in ORC Section 4511.19.

D. All urine testing shall be conducted by a laboratory certified by the NIDA.

E. The urine testing shall consist of a two-step procedure: (a) initial screening; and (b) confirmatory testing. If the screening procedure reveals a positive result the sample shall be subjected to a different confirmatory test. Notification of test results to the affected employee's department head shall be withheld until the confirmatory test results are obtained. In those cases where the second test confirms the presence of alcohol or drug(s) in the employee's system the sample shall be retained for a period of six (6) months to permit further testing, in case of a dispute. An employee has the right to submit information to explain the reason(s) for a positive test.

F. The initial screening shall be accomplished by means of a Thin Layer Chromatography (TLC) or equally reliable testing procedure, and the confirmatory testing shall be accomplished by means of a Gas Chromatography/Mass Spectrometry (GC/MS).

G. Employees shall have the right to consult with an Association representative if one is available within one hour prior to testing. An Association representative may accompany the employee to the specimen collection site.

H. Although no employee may be tested against his/her will, any employee who refuses to submit to a properly ordered drug test may be subject to disciplinary charges for insubordination consistent with the just cause standards set forth in Article 13 of this Agreement.

I. In all cases in which the employee provides a sufficient urine sample at the time of original sample collection, he/she has the right to a confirmatory test of a one-half (1/2) portion of the original sample at a NIDA-certified laboratory of the employee's choosing within ten (10) working days after receipt

of notice of the positive test result. The confirmatory test will be at the employee's expense. To permit this and to ensure the integrity of samples, each sample shall be split at the place of collection and prior to testing by the NIDA-certified laboratory which is under contract with the State to perform such tests at the time. One part shall be stored by such laboratory, to be disposed of by the direction of the employee.

J. When any sample is collected it shall be handled by proper chain-of-custody procedures from sample collection to return of the written report. Collection procedures shall be used which ensure security for the specimen, freedom from adulteration of the specimen, and privacy for the employee. Any failure to follow such procedures shall result in the elimination of the test results, as if no test had been administered. In such cases the test results shall be destroyed and no adverse action shall be taken against the employee.

K. Subject to the reasonable requirements of the laboratory, the Association shall have the right, upon reasonable request made to the laboratory, to inspect and observe any aspect of the drug testing program with the exception of individual test results. The Association may inspect individual test results if the release of such information is authorized in writing by the affected employee.

L. Testing shall be limited to the following groups of substances: marijuana (THC); cocaine; amphetamines; opiates; and phencyclidine (PCP). The NIDA-established levels for each drug tested for shall be used to determine whether a test is positive with respect to that drug.

Section 4. Notice of Drug-Related Convictions.

As required by the Federal Drug-Free Workplace Act of 1988, each employee covered by this Agreement is required to notify his/her agency head or designee within five (5) days after he/she is convicted of a violation of any federal or state

criminal drug statute, provided such conviction occurred at the workplace or any location where the employee is working at the time of the incident which led to the conviction. Each agency is required to notify any federal agency with which it has a contract or grant, within ten (10) days after receiving notice from the employee, of the fact of such conviction. An employee's failure to report a conviction will subject that employee to disciplinary action, up to and including termination, consistent with the just cause standards set forth in Article 13 of this Agreement. The agency head or designee may refer such employees to the Employee Assistance Program for referral and treatment.

Section 5. Disciplinary Action.

On the first occasion in which an employee, is determined to be under the influence of or using alcohol or other drugs while on duty and confirmed by testing pursuant to this policy, the employee shall be given the opportunity to enter into and successfully complete a substance abuse program certified by the Ohio Department of Alcohol and Drug Addiction Services. No disciplinary action shall be taken against the employee, provided he/she successfully completes the program and is never again found to be under the influence of or using or abusing alcohol or other drugs while on duty.

APPENDIX G - CLASSIFICATION SPECIFICATIONS

Class No.	Class Title
30121	Teaching Coordinator
64311	Librarian 1 (Non-Degreed)
64312	Librarian 1 (Degreed)
64313	Librarian 2 (Non-Degreed)
64314	Librarian 2 (Degreed)
64315	Librarian 2 (Reference Services)
64316	Librarian 2 (Technical Services)
64317	Library Consultant
69651	Education Specialist 1
69652	Education Specialist 2
69681	Peripatologist
69760	Vocational Appraisal Specialist
69761	Guidance Counselor 1
69762	Guidance Counselor 2
69763	Guidance Counselor 3
69764	Guidance Counselor 4
69841	Corrections Job Placement Specialist
71111	Teacher 1
71112	Teacher 2
71113	Teacher 3
71114	Teacher 4

71121 Teacher Art 1
71122 Teacher Art 2
71123 Teacher Art 3
71124 Teacher Art 4

71131 Teacher Business Ed 1
71132 Teacher Business Ed 2
71133 Teacher Business Ed 3
71134 Teacher Business Ed 4

71141 Teacher Drivers Ed 1
71142 Teacher Drivers Ed 2
71143 Teacher Drivers Ed 3
71144 Teacher Drivers Ed 4

71151 Teacher Educable Mental Ret 1
71152 Teacher Educable Mental Ret 2
71153 Teacher Educable Mental Ret 3
71154 Teacher Educable Mental Ret 4

71161 Teacher Elementary Education 1
71162 Teacher Elementary Education 2
71163 Teacher Elementary Education 3
71164 Teacher Elementary Education 4

71171 Teacher English 1
71172 Teacher English 2
71173 Teacher English 3
71174 Teacher English 4

71181 Teacher Home Economics 1
71182 Teacher Home Economics 2
71183 Teacher Home Economics 3

71184 Teacher Home Economics 4

71191 Teacher Industrial Arts 1
71192 Teacher Industrial Arts 2
71193 Teacher Industrial Arts 3
71194 Teacher Industrial Arts 4

71211 Teacher Lrn Dis & Beh Dis 1
71212 Teacher Lrn Dis & Beh Dis 2
71213 Teacher Lrn Dis & Beh Dis 3
71214 Teacher Lrn Dis & Beh Dis 4

71221 Teacher Librarian/Ed Media 1
71222 Teacher Librarian/Ed Media 2
71223 Teacher Librarian/Ed Media 3
71224 Teacher Librarian/Ed Media 4

71231 Teacher Mathematics 1
71232 Teacher Mathematics 2
71233 Teacher Mathematics 3
71234 Teacher Mathematics 4

71241 Teacher Mspr 1
71242 Teacher Mspr 2
71243 Teacher Mspr 3
71244 Teacher Mspr 4

71251 Teacher Music 1
71252 Teacher Music 2
71253 Teacher Music 3
71254 Teacher Music 4

71261 Teacher Physical Educ & Health 1
 71262 Teacher Physical Educ & Health 2
 71263 Teacher Physical Educ & Health 3
 71264 Teacher Physical Educ & Health 4

 71271 Teacher Reading 1
 71272 Teacher Reading 2
 71273 Teacher Reading 3
 71274 Teacher Reading 4

 71281 Teacher Science 1
 71282 Teacher Science 2
 71283 Teacher Science 3
 71284 Teacher Science 4

 71291 Teacher Sev Beh Handi 1
 71292 Teacher Sev Beh Handi 2
 71293 Teacher Sev Beh Handi 3
 71294 Teacher Sev Beh Handi 4

 71311 Teacher Social Studies 1
 71312 Teacher Social Studies 2
 71313 Teacher Social Studies 3
 71314 Teacher Social Studies 4

 71321 Teacher Speech & Hear Thr 1
 71322 Teacher Speech & Hear Thr 2
 71323 Teacher Speech & Hear Thr 3
 71324 Teacher Speech & Hear Thr 4

 71331 Teacher Voc-Auto Body 1
 71332 Teacher Voc-Auto Body 2
 71333 Teacher Voc-Auto Body 3

71334 Teacher Voc-Auto Body 4

 71341 Teacher Voc-Auto Mechanics 1
 71342 Teacher Voc-Auto Mechanics 2
 71343 Teacher Voc-Auto Mechanics 3
 71344 Teacher Voc-Auto Mechanics 4

 71351 Teacher Voc-Barbering 1
 71352 Teacher Voc-Barbering 2
 71353 Teacher Voc-Barbering 3
 71354 Teacher Voc-Barbering 4

 71361 Teacher Voc-Building Maint 1
 71362 Teacher Voc-Building Maint 2
 71363 Teacher Voc-Building Maint 3
 71364 Teacher Voc-Building Maint 4

 71371 Teacher Voc-Bus Off Edu 1
 71372 Teacher Voc-Bus Off Edu 2
 71373 Teacher Voc-Bus Off Edu 3
 71374 Teacher Voc-Bus Off Edu 4

 71381 Teacher Voc-Carpentry 1
 71382 Teacher Voc-Carpentry 2
 71383 Teacher Voc-Carpentry 3
 71384 Teacher Voc-Carpentry 4

 71391 Teacher Voc-Cosmetology 1
 71392 Teacher Voc-Cosmetology 2
 71393 Teacher Voc-Cosmetology 3
 71394 Teacher Voc-Cosmetology 4

71411 Teacher Voc-Drafting 1
71412 Teacher Voc-Drafting 2
71413 Teacher Voc-Drafting 3
71414 Teacher Voc-Drafting 4

71421 Teacher Voc-Dry Cleaning 1
71422 Teacher Voc-Dry Cleaning 2
71423 Teacher Voc-Dry Cleaning 3
71424 Teacher Voc-Dry Cleaning 4

71431 Teacher Voc-Electrical Appl 1
71432 Teacher Voc Electrical Appl 2
71433 Teacher Voc-Electrical Appl 3
71434 Teacher Voc-Electrical Appl 4

71441 Teacher Voc-Electrical Wirng 1
71442 Teacher Voc-Electrical Wirng 2
71443 Teacher Voc-Electrical Wirng 3
71444 Teacher Voc-Electrical Wirng 4

71451 Teacher Voc-Electronics 1
71452 Teacher Voc-Electronics 2
71453 Teacher Voc-Electronics 3
71454 Teacher Voc-Electronics 4

71461 Teacher Voc-Food Service 1
71462 Teacher Voc-Food Service 2
71463 Teacher Voc-Food Service 3
71464 Teacher Voc-Food Service 4

71471 Teacher Voc-Graphic Arts 1
71472 Teacher Voc-Graphic Arts 2
71473 Teacher Voc-Graphic Arts 3

71474 Teacher Voc-Graphic Arts 4

71481 Teacher Voc-Horticulture 1
71482 Teacher Voc-Horticulture 2
71483 Teacher Voc-Horticulture 3
71484 Teacher Voc-Horticulture 4

71491 Teacher Voc-Hotel/Motel Mgt 1
71492 Teacher Voc-Hotel/Motel Mgt 2
71493 Teacher Voc-Hotel/Motel Mgt 3
71494 Teacher Voc-Hotel/Motel Mgt 4

71511 Teacher Voc-Machine Shop 1
71512 Teacher Voc-Machine Shop 2
71513 Teacher Voc-Machine Shop 3
71514 Teacher Voc-Machine Shop 4

71521 Teacher Voc-Masonry 1
71522 Teacher Voc-Masonry 2
71523 Teacher Voc-Masonry 3
71524 Teacher Voc-Masonry 4

71531 Teacher Voc-Needle Trades 1
71532 Teacher Voc-Needle Trades 2
71533 Teacher Voc-Needle Trades 3
71534 Teacher Voc-Needle Trades 4

71541 Teacher Voc-Painting 1
71542 Teacher Voc-Painting 2
71543 Teacher Voc-Painting 3
71544 Teacher Voc-Painting 4

71551 Teacher Voc-Shoe Repair 1
71552 Teacher Voc-Shoe Repair 2
71553 Teacher Voc-Shoe Repair 3
71554 Teacher Voc-Shoe Repair 4

71561 Teacher Voc-Small Eng Mech 1
71562 Teacher Voc-Small Eng Mech 2
71563 Teacher Voc-Small Eng Mech 3
71564 Teacher Voc-Small Eng Mech 4

71571 Teacher Voc-Welding 1
71572 Teacher Voc-Welding 2
71573 Teacher Voc-Welding 3
71574 Teacher Voc-Welding 4

71581 Teacher Voc-Appl Repair 1
71582 Teacher Voc-Appl Repair 2
71583 Teacher Voc-Appl Repair 3
71584 Teacher Voc-Appl Repair 4

71591 Teacher Voc-Culinary Arts 1
71592 Teacher Voc-Culinary Arts 2
71593 Teacher Voc-Culinary Arts 3
71594 Teacher Voc-Culinary Arts 4

71611 Teacher Voc-Elec Appl & Wrng 1
71612 Teacher Voc-Elec Appl & Wrng 2
71613 Teacher Voc-Elec Appl & Wrng 3
71614 Teacher Voc-Elec Appl & Wrng 4

71621 Teacher Voc-Heat/Air Con 1
71622 Teacher Voc-Heat/Air Con 2
71623 Teacher Voc-Heat/Air Con 3

71624 Teacher Voc-Heat/Air Con 4

71631 Teacher Voc-Meat Cutting 1
71632 Teacher Voc-Meat Cutting 2
71633 Teacher Voc-Meat Cutting 3
71634 Teacher Voc-Meat Cutting 4

71641 Teacher Voc-Office Mach Rep 1
71642 Teacher Voc-Office Mach Rep 2
71643 Teacher Voc-Office Mach Rep 3
71644 Teacher Voc-Office Mach Rep 4

71651 Teacher Voc-Printing 1
71652 Teacher Voc-Printing 2
71653 Teacher Voc-Printing 3
71654 Teacher Voc-Printing 4

71661 Teacher Voc-Small Eng Mech 1
71662 Teacher Voc-Small Eng Mech 2
71663 Teacher Voc-Small Eng Mech 3
71664 Teacher Voc-Small Eng Mech 4

71671 Teacher Voc-Tailoring 1
71672 Teacher Voc-Tailoring 2
71673 Teacher Voc-Tailoring 3
71674 Teacher Voc-Tailoring 4

71681 Teacher Voc-Upholstery 1
71682 Teacher Voc-Upholstery 2
71683 Teacher Voc-Upholstery 3
71684 Teacher Voc-Upholstery 4

71691 Teacher Adaptive Phy Ed 1
71692 Teacher Adaptive Phy Ed 2
71693 Teacher Adaptive Phy Ed 3
71694 Teacher Adaptive Phy Ed 4

71711 Teacher Adult Basic Ed (GED) 1
71711 Teacher Adult Basic Ed 1
71712 Teacher Adult Basic Ed 2
71712 Teacher Adult Basic Ed (GED) 2
71713 Teacher Adult Basic Ed 3
71713 Teacher Adult Basic Ed (GED) 3
71714 Teacher Adult Basic Ed 4
71714 Teacher Adult Basic Ed (GED) 4

71731 Teacher Voc-Bus Off Sys Spc 1
71732 Teacher Voc-Bus Off Sys Spc 2
71733 Teacher Voc-Bus Off Sys Spc 3
71734 Teacher Voc-Bus Off Sys Spc 4

71741 Teacher Elem Ed (GED) 1
71742 Teacher Elem Ed (GED) 2
71743 Teacher Elem Ed (GED) 3
71744 Teacher Elem Ed (GED) 4

71751 Teacher GED 1
71752 Teacher GED 2
71753 Teacher GED 3
71754 Teacher GED 4

71761 Teacher Math Improvement 1
71762 Teacher Math Improvement 2
71763 Teacher Math Improvement 3
71764 Teacher Math Improvement 4

71771 Teacher Life Skills 1
71772 Teacher Life Skills 2
71773 Teacher Life Skills 3
71774 Teacher Life Skills 4

71781 Teacher Language Arts 1
71782 Teacher Language Arts 2
71783 Teacher Language Arts 3
71784 Teacher Language Arts 4

71791 Teacher Voc-Owe Teacher 1
71792 Teacher Voc-Owe Teacher 2
71793 Teacher Voc-Owe Teacher 3
71794 Teacher Voc-Owe Teacher 4

71811 Teacher Voc-Pre Vocational 1
71812 Teacher Voc-Pre Vocational 2
71813 Teacher Voc-Pre Vocational 3
71814 Teacher Voc-Pre Vocational 4

99200 Teacher Deaf or Blind School

APPENDIX H - ARBITRATION RULES

1. **Size of the Panels:** There will be a main panel of six (6) arbitrators and a mediation panel of three (3) neutrals.

2. **Scheduling of Cases:** Arbitrators will be scheduled mutually by the parties three (3) months in advance.

Once a case is scheduled for arbitration, it must be cancelled or postponed by mutual agreement. If the parties cannot agree, upon notice to the other party either party may appeal to the arbitrator for a postponement.

The Association may request a postponement of an arbitration hearing and if agreed to by the Employer and the Arbitrator the liability of the Employer will cease with the originally scheduled hearing date of the case.

3. **Witnesses:** A reasonable number of relevant witnesses that have direct knowledge of the event(s) that led to the grievance will be released with no loss in pay to attend an arbitration hearing for the sole purpose of being a witness. If there is a dispute regarding the reasonableness of the request or the relevancy of the witness(s)' testimony, either party may request that the arbitrator decide the reasonableness of the request prior to the hearing by notifying the other party and scheduling a conference call.

4. **Subpoenas:** The arbitrator has the authority to subpoena witnesses and/or documents under 2711.06. If the subpoena is requested by either party, the advocate requesting such subpoena shall notify the other advocate of the request prior to the request to the arbitrator.

5. **Location of the hearings:** All arbitration cases will normally be scheduled at the Office of Collective Bargaining. The parties may mutually agree to change a hearing site.

6. **Sequestering of witnesses:** The sequestering of witnesses will be at the discretion of the arbitrator. If the

arbitrator orders the witnesses to be sequestered, the parties will be entitled to the following representatives:

Association - grievant(s) and one person other than the advocate.

Management - one person plus an agency representative other than the State's advocate.

7. **Codes of conduct:** All arbitrators will comply with the Code of Professional Responsibilities for Arbitrators.

8. **Timeliness of awards:** The award shall be rendered promptly by the arbitrator and not later than thirty (30) days from the closing of the hearings unless otherwise agreed to by the parties. The arbitrator will inform the parties in writing if the thirty (30) day time limit cannot be met. In the event the thirty (30) days have elapsed and the parties have not received written notice from the arbitrator, a joint call will be made by the parties to the arbitrator.

9. **Waive or alter rules:** The parties are not precluded from agreeing to waive or alter any of these rules.

10. **Issues:** No later than three (3) days prior to an arbitration hearing, the parties shall meet and attempt to arrive at an agreed upon issue(s) for the arbitrator. The parties shall exchange documents and arguments to be used in the arbitration case.

APPENDIX I - SCOPE GRIEVANCE MEDIATION PROCEDURE

INTENT: The State of Ohio/DAS/Office of Collective Bargaining and the State Council of Professional Educators (SCOPE/OEA/NEA) enter into the following agreement in an effort to reduce the backlog of grievance(s) currently at arbitration.

PURPOSE: The parties agree that any grievances currently at arbitration may, by mutual agreement, be subjected to the Grievance Mediation procedure. Grievance Mediation meetings will be organized and conducted in the following manner.

1. The parties shall solicit dates from a panel of arbitrators as provided in Section 6.01 of the Agreement. Each member of the panel shall be used in rotation, and a panel member shall function only as mediator/umpire between the parties.
2. The function of the mediator/umpire is to hear a summary of the issues and arguments from both sides of the dispute, and to encourage settlement or withdrawal of the issues and cases at any time during the meeting.
3. All grievance mediation cases shall be scheduled by agency in chronological order unless the parties mutually agree to move cases forward outside of the chronological scheduling procedure.
4. No witnesses shall be called. However, at the discretion of the Association the grievant may be present. Each party may have no more than two (2) representatives present. One of the two representatives shall be vested with the authority to settle the grievance.

Representative(s) for the Association shall be provided administrative leave at base rate of pay for attendance at Grievance Mediation meetings. The parties may also have in attendance an observer, who may serve as a facilitator with their respective parties.

5. Presentation of each grievance shall be limited to fifteen (15) minutes for each party. Each party shall be allowed five (5) minutes for rebuttal. The mediator/umpire is to hear all cases on oral arguments only.
6. The parties will argue each case individually using any relevant documents, statements or precedents to support their case.
7. At the end of each case, the mediator/umpire may encourage the parties to either settle or withdraw the case. In the event of settlement or withdrawal, the documents to execute the action shall be prepared and signed by all appropriate parties at the end of the meeting.
8. Cases not resolved under this procedure shall subsequently be scheduled for arbitration as soon as possible and heard without prejudice by an arbitrator on the regular arbitration panel. The parties will not schedule any grievances before an arbitrator who has heard the grievance while serving on the mediation panel.
9. The parties agree to schedule one meeting per month for the purpose of Grievance Mediation. No more than fifteen (15) cases per day will be scheduled. More dates may be scheduled if they are needed and become available provided the parties agree.
10. The cost and expenses of the Mediator shall be shared equally between the parties.

REVIEW: The parties may agree to other alternative dispute resolution mechanisms or may modify the above procedural agreement through the venue of a State Labor/Management committee meeting.

APPENDIX J - SAMPLE REDUCTION IN FORCE GRIEVANCE FORM

REDUCTION IN FORCE GRIEVANCE

UNIT 10

EDUCATION AND LIBRARY SERVICES

Grievance # _____	Date _____
Department _____	Work Phone _____
Institution _____	Home Phone _____
Employee Name _____	SS No. _____
Classification Title _____	Date Giving Rise to Grievance _____

Contract article(s)/section(s) allegedly violated _____

The Layoff/Job Abolishment is being appealed for the following reasons: Check where appropriate:

- Substantive Procedural
 Displacement Recall

Please attach a statement of facts and documents to support/explain all of the alleged violations and reason for appeal:

Remedy sought: _____

Employee/Association Representative _____ Date _____

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