AGREEMENT

Between

THE STATE OF OHIO

And

SCOPE

State Council
of Professional Educators
OEA/NEA

1994 - 1997

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AGREEMENT
BETWEEN THE STATE OF OHIO
AND THE STATE COUNCIL OF
PROFESSIONAL EDUCATORS OEA/NEA

ARTICLE 1 - BARGAINING UNIT

1.01 - Recognition

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

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

1.02 - Bargaining Unit

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

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

A. A full-time employee is paid by warrant of the auditor and is regularly scheduled to work a work week as defined in Article 23. Said employee shall be included in the bargaining unit on the date of hire.

B. A part-time employee is paid by warrant of the auditor and is regularly scheduled to work less than the work week for full-time employees. Said employee shall be included in the bargaining unit on the date of hire.

C. An interim employee is paid by a warrant of the auditor and is hired to work a definite continuous period of one (1) month or more. Said employee will temporarily fill a position which is vacant as a result of sickness, authorized disability leave, authorized leave of absence or promotion.

D. Intermittent employee is paid by warrant of the auditor who works an irregular schedule which is determined by the fluctuating demands of the work and is generally characterized as requiring less than one thousand (1000) hours per calendar year.

The bargaining unit shall be composed of all full-time and part-time 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 Association of its decision to establish all new classifications. If a new classification is a successor title to a classification covered by this Agreement with no substantial change in duties, the new classification shall automatically become a part of this Agreement.

If a new classification contains a significant part of the work now done by any classifications in these bargaining units or shares a community of interest with classifications in one of the bargaining units, the Association may notify the Employer that it believes the classification should be in the bargaining unit within thirty (30) days of its receipt of the Employer's notice. The parties will then meet within twenty-one

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

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

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

2.02 - Bona Fide Occupational Qualifications

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

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

2.03 - Nepotism

No employee shall be directly supervised by a member of his/her immediate family. "Immediate family" is defined for the purposes of this Section to include: spouse or significant other ("significant other" as used in this Agreement is defined to mean one who stands in place of a spouse and who resides

with the employee), child, step-child, grandchild, parent, step-parent, grandparent, great-grandparent, brother, sister, step-sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or legal guardian or other person who stands in place of a parent.

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

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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

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

C. Indemnification of the Employer

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

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

4.06 - Site Representatives

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

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

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

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

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

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

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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 - Committee Members and Representatives

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

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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.

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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

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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.

B. 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.

C. Procedure

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

1. Step 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.

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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 Pane

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.

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6.03 - Scheduling of Arbitration

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

6.04 - Expenses

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

6.05 - Arbitrator Limitations

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

6.06 - Witnesses and Subpoenas

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

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

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

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

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

6.07 - Issues

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

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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 it desires. Such witness statements shall be exchanged at least five (5) days prior to the scheduled hearing. These notarized statements shall be received by the arbitrator and considered as evidence. Any party wishing to cross-examine on the contents of a notarized statement shall either subpoena or request the voluntary appearance of the witness.

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

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

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

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

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 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.

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

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7.04 - Access to Information about Toxic Substances

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

7.05 - Duty to Report

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

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

7.06 - Unsafe Conditions

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

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

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

7.07 - Health and Safety Committees

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

Ohio State School for the Blind
Ohio School for the Deaf
Department of Mental Health
Department of 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

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

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

7.08 - First Aid

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

7.09 - Restroom Facilities

Restroom facilities shall be cleaned, supplied and properly maintained.

7.10 - Fire/Tornado Safety

Fire/tornado drills and/or procedural reviews shall be conducted periodically. 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 exists 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 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.

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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 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 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 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.

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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 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.

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

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

10.02 - Continuing Education Programs

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

10.03 - Reimbursement/Fee Waivers

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

Tuition Reimbursement, Seminars and Conferences Fund

The Employer/agencies are committed to the upgrading and maintenance of the educational and skill levels of bargaining unit members. Where possible, the agencies will continue the practice of tuition reimbursement in effect on the date of the ratification of this Agreement.

The Employer will establish a tuition reimbursement fund. The fund will make available fifty-thousand dollars ($50,000) in fiscal years 1995, 1996 and 1997 for fees and expenses for attendance at seminars, workshops, conferences and for tuition reimbursement.

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

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

Agencies may allocate additional funds within their agency for the purpose of providing reimbursement to employees for approved attendance at seminars and conferences, or for tuition reimbursement. In agencies where such a fund exists agency employees must apply first for seminars, workshops and conferences and tuition reimbursement from that agency. When those funds are no longer available or do not exist, the employees may apply for reimbursement from the tuition reimbursement, seminar and conference fund established by the Employer.

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

10.04 - Required Training

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

10.05 - Educational Leave

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 COMMITTEES

11.01 - Objective

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

The purpose of these committees is to provide a means for continuing communication between the parties and for promoting a climate of constructive employee-employer relations. Issues shall be resolved in a timely manner with any deadlines set mutually agreed upon by both Association and management representatives. Labor/Management Committee meetings and agenda items shall be initiated by a letter from the designated management representative to the Association representative or from the designated Association representative to the designated management representative. Agenda items will be discussed and agreed upon by these representatives no later than fourteen (14) calendar days prior to the meeting. No agreement may be reached on any matter that would alter in any way the terms of this Agreement. Neither

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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 - Quality Services Through Partnership (QSTP)

A. Statement of Principle

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

B. Scope of Activities

No QStP or Problem Solving Team will have authority to discuss, change, modify or infringe upon issues which are related to wages, hours and terms and conditions of employment. Whenever a matter covered by a collective bargaining agreement is raised in a QStP Quality Improvement Process Team

(QIP) or Problem Solving Process Team (PSP), the matter shall be suspended until the members of the Statewide Steering Committee have expressly agreed to continued involvement by the QIP or PSP Team. The following represent general examples of items or issues which may or may not be worked on by QStP teams:

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

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

C. Steering Committees

Quality Services through Partnership will be directed by a Joint State Steering Committee composed of an equal number of management appointees and representatives of each of the unions representing State employees which choose to participate. The parties may mutually agree to add members to the committee. Each agency shall also have a Joint Agency Steering Committee. The number and composition of the committee will be determined by consensus of the State Steering Committee membership. Each party shall determine its own representatives to serve on the statewide, agency and other QStP Committees. Time spent on authorized QStP matters shall be considered time worked. Whenever possible, state and agency steering committee meetings will be held between the hours of 8:00 a.m. - 5:00 p.m., Monday through Friday, and employees will have regular schedule adjusted to coincide with such meetings.

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

D. Training

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

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E. Employment Security Assurances

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

11.06 - Payment of Committee Members

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

ARTICLE 12 - PERSONNEL FILE

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 one (1) year after the effective date of the reprimand providing there are no intervening disciplinary actions during the one (1) year period.

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

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

12.05 - Department of Administrative Services' Files

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

ARTICLE 13 - PROGRESSIVE DISCIPLINE

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

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

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

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

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

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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. a fine in an amount not to exceed two (2) days pay for discipline related to attendance only; to be implemented only after approval from OCB;
4. suspension without pay;
5. demotion or discharge.

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

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 effective date. The Association shall designate an address for receipt of this communication.

Work rules shall be made available to affected employees prior to 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 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 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 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

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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

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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.

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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 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 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

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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 appointment types, names of employees affected with seniority and work facility or facilities, vacancies available, and the expected duration of the reduction in force. The Association shall also be provided a complete seniority list of all employees within each facility affected, and the facilities within the county and counties contiguous to each facility affected.

When the Employer 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, 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 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.

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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:

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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

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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 seniority and work facility or facilities, classification(s), and appointment types.

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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 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

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has right to recall in his/her previous classification. In the event any displaced employee is subsequently reduced in force or displaced after recall, such employee's name shall be removed from the recall list two (2) calendar years after the subsequent reduction in force or displacement action.

D. Recall Qualifications

1. In no event shall an employee on a recall list be offered a position in a classification with a higher rate of pay than that of the classification or appointment type from which the employee was laid off or displaced.
2. An employee recalled under this Section shall serve a probationary period only if that employee was reduced during an original or promotional probationary period. Upon recall the employee shall begin a new probationary period only if recalled to the classification title held at the time of reduction or displacement.
3. An employee who exercises his/her recall rights must at the time of notification of recall, verify with appropriate documents to the Employer, that said employee is currently and fully qualified for the position as established by a position description, classification specification or by bona fide occupation qualification(s). Failure to present evidence of such qualifications or for such to be contained in the official personnel file of the employee to be recalled at the time such employee notifies the Employer of his/her desire to be recalled, will result in the employee's name to be deleted from any recall list and will result in the loss of the right to recall.

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

18.13 - Reduction in Force or Displacement Appeal

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

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

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

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

18.14 - Seniority

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

18.15 - Out-Placement

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

18.16 - Bidding Rights for Employees on Layoff

Notwithstanding the provisions of Article 17 and the other provisions of this Article, an employee who has received a notice of layoff under Section 18.04 and who is to be laid-off after exhausting all rights contained in Section 18.05, may submit an application for any posted vacancy, covered by this Agreement, in the classification from which he/she is proposed to be laid-off or displaced. This opportunity shall be offered to all employees who are to be laid-off and who have no discipline which exceeds a one (1) day suspension and shall be offered only in the agency from which the employee was laid-off. Applications from such laid-off employees shall be sorted and considered before any other applications pursuant to the

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provisions of Article 17. Among such employees submitting applications who meet the minimum qualifications as stated in the Position Description and Classification Specification, the most senior qualified applicant shall be awarded the vacancy. A laid-off employee who is offered a position and declines shall not be automatically awarded other positions for which he/she applies.

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

Re-employment Rights

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

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

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

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

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

18.17 - Group Benefit Participation

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

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

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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. Only service as defined in Section 20.01 will qualify as service for the purpose of calculation.

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

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

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

20.04 - Identical Hire Dates

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

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.

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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 periods including July 1, 1994, July 1, 1995 and July 1, 1996, the salary base shall be increased by three percent (3%), four percent (4%) and three percent (3%), respectively, or one hundred and twenty-seven percent (127%) of the state minimum teachers salary schedule for the 1995, 1996 and 1997 fiscal years.

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.

Librarians who obtain a valid teaching certificate with Librarian/Educational Media K-12 Certification shall, upon showing evidence of the same to the Employer, be placed upon the teachers' matrix. Any librarian holding a valid teaching certificate shall be subject to teaching assignment as required by the State.

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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 - 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.

The State is directed to evaluate the hazards of bargaining unit positions in the Department of Rehabilitation and Corrections, and the Department of Youth Services. The purpose shall be to determine if bargaining unit employees in these agencies are entitled to a hazardous duty pay supplement. The study is to be conducted in consultation with the Association and is to be completed and effective in the pay period which includes November 1, 1994. The Fact-finder is to retain jurisdiction of this issue until completed.

21.07 - Pay Schedule Movement

Any employee who has completed a probationary period shall upon satisfactory completion of one (1) year of service in his/her classification title be advanced to the succeeding step of the pay range. An employee who is promoted to a classification title shall be placed into a step which will guarantee him/her a minimum of four percent (4%).

21.08 - Payment of Salary

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

21.09 - Compensation for the Librarian Classification and Peripathologists

All employees in the librarian classification and Peripatologist shall be paid in accordance with the following salary schedules.

ARTICLE 22 - EXTRACURRICULAR ACTIVITY PROGRAMS

22.01 - Compensation for Employees Other than Teachers at the Ohio School for the Deaf and Ohio State School for the Blind

Employees other than teachers at the Ohio School for the Deaf and Ohio State School for the Blind, who volunteer and are responsible for specific extracurricular activity programs shall receive compensation for those hours worked in excess of normal schedule. 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, 1994 thru June 30, 1997.

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

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3 - 4	$11.77	$1,223.67
4 - 5	$12.28	$1,277.52
5 - 6	$12.54	$1,304.39
6 - 7	$12.60	$1,309.80
7 - 8	$12.65	$1,315.14
8 - 9	$12.70	$1,320.54
9 - 10	$12.74	$1,325.94
10 - 11	$12.80	$1,331.27
11 - 12	$12.86	$1,336.07
12 - 13	$12.91	$1,342.08
13 - 14	$12.96	$1,347.41
14 - 15	$13.00	$1,352.82
15 - 16	$13.05	$1,358.22
16 - 17	$13.12	$1,363.56
17 - 18	$13.17	$1,368.96
18 - 19	$13.22	$1,374.36
19 - 20	$13.26	$1,379.76

22.02 - Compensation for the Teachers of the Schools for the Deaf or Blind

All extracurricular activity programs for each ensuing year will be posted for ten (10) days, each March 1. If no teachers apply for a posted extracurricular position, then the administration will consider other applicants or will seek volunteers before assigning the responsibility to a teacher. When there are multiple applicants equally qualified, seniority will be given consideration.

The administration of the Schools for the Deaf and the Blind reserve the exclusive right to select persons to carry out the Extra Duty functions. If a teacher is selected to fulfill such extra duties at the request of the administration, the teacher will be compensated at his/her regular hourly rate times the number of hours listed, calculated based on twenty-six biweekly pay periods.

OHIO STATE SCHOOL FOR THE BLIND

Extracurricular Positions	**Compensation**
Cheerleading, Varsity	$1,860.25
Cheerleading, Pee Wee	640.00
Forensics, Varsity	2,232.30
Forensics, Assistant	1,451.00
Key Club Sponsor	640.00
Swimming, Varsity	2,232.30
Swimming, Assistant	1,451.00
Swimming, Pee Wee	640.00
Swimming, Pee Wee Assistant	416.00
Track, Varsity	1,612.21
Wrestling, Varsity	1,860.25
Wrestling, Pee Wee	640.00
Yearbook Sponsor	1,116.15

OHIO SCHOOL FOR THE DEAF

Baseball, Varsity	$1,612.21
Baseball, Assistant	1,395.19
Basketball, Varsity	2,480.33
Basketball, Assistant	1,860.25

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Basketball, Reserve	1,612.21
Basketball, Junior High	1,612.21
Cheerleading, Varsity	1,860.25
Cheerleading, Assistant	1,395.19
Cheerleading, Reserve	1,395.19
Cheerleading, Junior High	1,240.16
Cross Country, Varsity	1,612.21
Faculty, Manager	800.00
Soccer, Varsity	1,860.25
Soccer, Assistant	1,395.19
Track, Varsity	1,612.21
Volleyball, Varsity	1,612.21
Volleyball, Assistant	1,209.16
Wrestling, Varsity	1,860.25
Key Club Sponsor	620.08
Yearbook Sponsor	1,116.15

Extra Duties of the Ohio State School for the Blind

Activities Coordinator	40 Hours
Coordinators	40 Hours
- Elementary	
- High School	
- Multihandicapped	
- Vocational	
Education Clinic	80 Hours
Psychologist	160 Hours

Extra Duties of the Ohio School for the Deaf

Athletic Director	120 Hours
Dept. Chairperson	40 Hours
- English	
- Social Studies	
- Math	
- Science	
- Vocational	
- Reading	
Director of Student Services	120 Hours
Educational Clinic	80 Hours
Educational Clinic Coordinator(s)	120 Hours
Psychologist	160 Hours

22.03 - Supplemental Contracts

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

22.04 - Selection of Employees Responsible for Extracurricular Activity Programs

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

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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 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 individually scheduled work hours during the emergency.

The Employer shall designate employees as essential or non-essential and shall notify an employee of their designation. Essential employees shall be required to work during emergencies. Essential employees who work during a weather emergency shall be paid one and one half times their base rate of pay for every hour worked during the weather emergency. Essential employees who do not report as required during an emergency must show cause that they were prevented from reporting because of an emergency. The Employer shall send a listing of the designations to the Association.

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 his/her assignment and shall also be subject to Article 4 of this Agreement. An employee cannot act in the

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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 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.

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An employee who is unable to report for work, and who is not on a previously approved day of vacation, sick leave or personal leave of absence, shall be responsible for notifying the employee's immediate supervisor or other individuals designated by the Employer that he/she will be unable to report for work. The notification must be made no later than one-half (1/2) hour after the time the employee is scheduled to work, unless emergency conditions prevent such notification. If operational needs of a work facility require a different notification time, the Appointing Authority, may establish a reasonable notification time requirement not to exceed one (1) hour prior to the time the employee is scheduled to work. The Appointing Authority shall be responsible for informing all employees of the applicable notification policy. Failure to notify the Employer in accordance with the provisions of this paragraph shall result in the employee forfeiting any rights to pay for the time period which elapsed prior to notification unless unusual extenuating circumstances existed to prevent such notification.

B. Notification for extended sick leave.

In the case of a condition exceeding seven (7) consecutive calendar days, a physician's statement specifying the employee's inability to report to work and the probable date of recovery is routinely required.

1. When institutionalization or hospitalization is required, the employee shall be responsible for notifying the supervisor or other designated individual upon admission to and discharge from an institution or hospital, unless emergency conditions prevent such notification;
2. When convalescence at home is required, the employee shall be responsible for notifying his/her supervisor or other individual designated by the Appointing Authority at the start and termination of such period of convalescence.

26.06 - Sick Leave Uses, Evidence of Use and Abuse

A. Uses.

With the approval of an employee's Appointing Authority, sick leave may be used by employees for the following reasons:

1. illness, injury, or pregnancy-related condition of the employee;
2. exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees;
3. examination of the employee including medical, psychological, dental or optical examination by an appropriate practitioner;
4. death of a member of the employee's immediate family; such usage shall be limited to a reasonably necessary time, not to exceed five (5) days;
5. illness, injury, or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member;
6. examination, including medical, psychological, dental, or optical examination, of a member of the employee's immediate family where the employee's presence is reasonably necessary.

B. Sick Leave Policy

It is the policy of the State of Ohio to grant sick leave to employees when requested. It is also the policy of the State to take corrective action for unauthorized use of sick leave and/or abuse of sick leave. It is further the policy of the State that when corrective and/or disciplinary action is taken, it will be applied progressively and consistently.

It is the desire of the State of Ohio that when discipline is applied it will serve the purpose of correcting the performance of the employee.

I. Purpose

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The purpose of this policy is to establish a consistent method of authorizing employee sick leave, defining inappropriate use of sick leave and outlining the discipline and corrective action for inappropriate use. The policy provides for the equitable treatment of employees without being arbitrary and capricious, while allowing management the ability to exercise its administrative discretion fairly and consistently.

II. Definition

A. Sick Leave:

Absence granted per negotiated contract for medical reasons.

B. Unauthorized use of sick leave:

1. Failure to notify supervisor of medical absence;
2. Failure to complete standard sick leave form;
3. Failure to provide physician's verification when required;
4. Fraudulent physician verification.

C. Misuse of sick leave:

Use of sick leave for that which it was not intended or provided.

D. Pattern abuse:

Consistent periods of sick leave usage, for example:

1. Before, and/or after holidays;
2. Before, and/or after weekends or regular days off;
3. After pay days;
4. Any one specific day;
5. Absence following overtime worked;
6. Half days;
7. Continued pattern of maintaining zero or near zero leave balances; or
8. Excessive absenteeism

III. Procedure

A. Physician's Verification

At the Agency Head or designee's discretion, in consultation with the Labor Relations Officer, the employee may be required to provide a statement, from a physician, who has examined the employee or the member of the employee's immediate family, for all future illness. The physician's statement shall be signed by the physician or his/her designee. This requirement shall be in effect until such time as the employee has accrued a reasonable sick leave balance. However, if the Agency Head or designee finds mitigating or extenuating circumstances surrounding the employee's use of sick leave, then the physician's verification need not be required.

Should the Agency Head or designee find it necessary to require the employee to provide the physician's verification for future illnesses, the order will be made in writing using the "Physician's Verification" form with a copy to the employee's personnel file.

Those employees who have been required to provide a physician's verification will be considered for approval only if the physician's verification is provided within three (3) days after returning to work.

B. Unauthorized use or abuse of sick leave

When unauthorized use or abuse of sick leave is substantiated, the Agency Head or designee will effect corrective and progressive discipline, keeping in mind any extenuating or mitigating circumstances.

When progressive discipline reaches the first suspension, under this policy, a corrective counseling session will be conducted with the employee. The Agency Head or designee and Labor Relations Officer will jointly explain the serious consequences of continued unauthorized use or abuse of sick leave. The Agency Head or designee shall be available and receptive to a request for an Employee Assistance Program in accordance with Section 7.13 (EAP). If the above does not produce the desired positive change

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in performance, the Agency Head or designee will proceed with progressive discipline up to and including termination.

1. Use of sick leave, or other paid leave in lieu of sick leave, on six (6) or more occasions in any twelve (12) month period, except for pre-scheduled medical appointments for which leave has been requested at least one week in advance, shall subject the employee to disciplinary action according to the following schedule:

Six (6) times	oral reprimand
Seven (7) times	written reprimand
Eight (8) times	One (1) day fine or one (1) day suspension
Nine (9) times	One and one half (1 1/2) day fine or two (2) day suspension
Ten (10) times	Two (2) day fine or three (3) day suspension.

2. An "occasion" for purposes of this Section shall mean an individual utilization of sick leave or other paid leave in lieu of sick leave as defined above regardless of the number of hours involved (e.g., one (1) hour, one (1) day or five (5) consecutive work days would all be one (1) occasion of sick leave). Any time an employee reports back to work and begins working ends an occasion of sick leave.

3. Oral and written reprimands under this Section are not subject to the grievance procedure with the one (1) exception of the appropriate application of the grid (i.e., miscounting occasions to determine the appropriate level of discipline). In such cases a grievance may be processed through Step 3.

4. Disciplines involving a fine or a suspension under this Section are grievable only through Step 3.

5. Discipline may be waived upon a showing of error in the application of this provision or satisfactory evidence that the occasion was a result of a bona fide, unpredictable and recurring medical condition necessitating the employee's absence.

6. Fines are only to be administered in accordance with the procedures adopted by the Office of Collective Bargaining and in accordance with Section 24.02. The deduction of fines from an employee's wages shall not require the employee's authorization for the withholding of fines from the employee's wages.

C. Pattern Abuse

If an employee abuses sick leave in a pattern, per examples noted in the section under definitions (not limited to those listed), the Agency Head or designee may reasonably suspect pattern abuse. If it is suspected, the Agency Head or designee will notify the employee in writing that pattern abuse is suspected. The Agency Head or designee will use the "Pattern Abuse" form for notification. The notice will also invite the employee to explain, rebut, or refute the pattern abuse claim. Use of sick leave for valid reasons shall not be considered for pattern abuse.

26.07 - Inadequate Sick Leave

If any disabling illness or injury continues past the time for which an employee has accumulated sick leave, the Appointing Authority may authorize a leave of absence without pay or, if the employee is eligible, recommend disability leave benefits.

26.08 - 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;

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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 who has a minimum of five (5) years of state service with the State of Ohio shall be entitled, upon separation for any reason, to a cash conversion benefit for unused accrued sick leave pursuant to the provisions of this Article. For purposes of this Article the term "separation" shall mean any voluntary or involuntary termination from service, including resignation, retirement, removal from service, and reduction in force, but does not include death of an employee.

B. Conversion to cash benefit of accumulated sick leave credit.

1. General.

An employee who has accumulated sick leave under the provisions of this Article shall be entitled to cash benefit conversion of the accumulated unused sick leave balance upon separation of service;

2. Eligibility.

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.

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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 approved return to work.

27.03 - Compensation

Compensation for personal leave shall be equal to an employee's base rate of pay.

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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 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.

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27.10 - Death of an Employee

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

ARTICLE 28 - PAID LEAVES OF ABSENCE

28.01 - Disability Leave

A. Eligibility

Eligibility shall be pursuant to current Ohio Law and the Administrative Rules of the Department of Administrative Services in effect as of the effective date of this Agreement, except that:

1. The waiting period for disability benefits shall be fourteen (14) calendar days; and
2. Part-time or fixed-term regular and irregular employees who have worked 1500 or more hours within the 12 calendar months preceding disability shall be entitled to disability benefits based upon the average regular weekly earnings for weeks worked over that 12 month period.
3. The maximum time for which an employee shall be entitled to receive disability benefits will be twenty-four (24) months.

B. Minimum Benefit Level

The minimum level of approved disability leave benefits, pursuant to this Article, shall be no less than seventy percent (70%) for the first six (6) months, and fifty percent (50%) for the remaining eighteen (18) months, of the eligible employee's regular rate of pay.

C. Disability Retirement

Prior to the end of the first six (6) months of receiving disability benefits pursuant to this Article, the employee shall submit an application to the State Teacher Retirement System (STRS) or the Public Employees Retirement System (PERS) along with all information required, for disability retirement under the Retirement Plan. The receipt of continued benefits pursuant to this Article, after the initial six (6) month period, shall be conditioned upon the employee satisfactorily complying with all requirements of the application process for disability retirement.

In the event the employee is granted disability retirement by the Retirement Plan, such retirement benefits shall offset the disability benefits provided under this Article. In no event will the receipt of retirement benefits result in a reduction in the percentage of aggregate income provided in this Article.

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 Association 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 Association 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 union representatives, stewards or individual employees upon request.

G. Orientation

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The Employer shall develop a disability orientation program for union representatives so that they may train stewards as part of the information dissemination effort.

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.

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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 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 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.

28.08 - Paid Adoption and Child Birth Leave

A. Eligibility.

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All employees who work thirty (30) or more hours per week are eligible for paid Adoption/Child Birth Leave upon the birth or adoption of a child. No minimum service time is necessary to establish eligibility for this leave. Eligibility for leave is established on the day of the birth of a child or the day upon which custody of a child is taken for adoption placement by the prospective parents.

B. Waiting Period.

To qualify for paid Adoption/Child Birth Leave under this Section, an employee must complete a fourteen (14) day waiting period, which commences on the date eligibility is established. An employee may take unpaid leave or any form of paid leave or compensatory time for which he/she is qualified during the fourteen (14) day waiting period. The fourteen (14) day waiting period under this Section shall satisfy the waiting period under Section 28.01 (A) (1) for employees who qualify for additional leave due to disability.

C. Leave Benefit.

Leave under this section shall be limited to six (6) weeks, the first two (2) of which shall be the unpaid waiting period, and the remaining four (4) weeks shall be paid at seventy percent (70%) of the employee's regular rate of pay. An employee may utilize any other form of paid leave or compensatory time to supplement Adoption/Child Birth Leave, up to a maximum of one hundred percent (100%) of the employee's regular earnings. Adoption/Child Birth Leave shall not affect an employee's right to leave under other provisions of this Agreement, except that such leave shall be included in any leave time provided under the FMLA.

D. Part-Time Employees.

The average regular hours worked (including holidays and paid leave) over the preceding three month period shall be used to determine eligibility and benefits under this Section for part-time employees, provided that such benefits shall not exceed forty (40) hours per week. If the employee has not worked a three (3) month period, the number of hours for which the employee has been scheduled per week will be used to determine eligibility and benefits.

E. Coordination with Disability Leave.

Employees who are receiving disability leave prior to becoming eligible for Adoption/Child birth leave shall continue to receive disability leave for the duration of the disabling condition or as otherwise provided under the disability leave program. In the event that the employee's disability leave benefits terminate prior to the expiration of any benefits the employee would have been entitled to under Adoption/Child Birth Leave, the employee will receive Adoption/Child Birth Leave for such additional time without being required to serve an additional waiting period.

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.

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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.

29.06 - Application of the Family Medical Leave Act

Leaves granted under the Family and Medical Leave Act shall be applied within the leaves provided under this Article. For any leave which is required under the FMLA, the employee may be required to exhaust all applicable paid leave under the provisions of Article 26 Sick Leave, Article 27 Personal Leave, and/or Article 30 Vacation. There shall be no pyramiding of FMLA required leaves during any twelve (12) month period. Eligibility for leaves shall be as provided under this Article.

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

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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 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.

An employee who has retired in accordance with the provisions of any retirement plan offered by the State and who is employed by the State or any political subdivision of the State on or after June 24, 1987, shall not have his/her prior service with the State or any political subdivision of the State counted for the purpose of computing vacation leave. The accrual rate for any employee who is currently receiving a higher rate of vacation accrual will not be retroactively adjusted. All previously accrued vacation will remain to the employee's credit. The prospective accrual rate will be adjusted effective with the pay period that begin September 1, 1994.

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

Length of State Service	**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

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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. The Schools for the Deaf and Blind shall observe Veterans' Day on either a Friday or a Monday when the actual day of the holiday falls on a Tuesday, Wednesday, or Thursday. The day Veterans' Day will be observed shall be set forth in the school calendar.

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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 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 Care; Eligibility; Open Enrollment

A. General

The employer shall provide comprehensive health care to all permanent full-time and part-time employees, who shall have the right to choose between the Ohio Med Plan, any of the qualified health maintenance organizations (HMOs), or other managed care networks which are available in area.

B. Open Enrollment

Each year the state shall conduct an open enrollment period, at which time employees shall be able to enroll in a health plan, continue enrollment in current plan, or switch to another plan, subject to plan availability in area. The timing of the open enrollment period shall be established by the Director of DAS, in consultation with the Joint Health Care Committee. Changes outside of open enrollment may only occur pursuant to Ohio Administrative Code Section 125-1-03. (See Employee Benefits handbook.)

DAS Benefits Administration and state agencies shall make all reasonable efforts to ensure that open enrollment fairs are held during open enrollment, that such open enrollment fairs are well publicized, and, subject to the scheduling needs of the employer, to facilitate employee attendance at these health fairs.

C. Eligibility

Eligibility provisions for employees enrolling in State-provided health care plans shall remain the same as those in effect on June 30, 1992, except that dependent children placed for adoption in an employee's home shall be eligible for coverage under the same conditions as children born to an employee or the spouse of the employee, whether or not the adoption has become finalized. In addition, non-residential,

former step-children shall be eligible for coverage, if such coverage is ordered by a court of competent jurisdiction.

When both spouses in a family are employed by the state, one or the other may carry family coverage; or both may carry single coverage, provided that the spouse may not be listed as a dependent under the family coverage.

Employer payments for premium costs under this Article shall continue during unpaid family leaves granted pursuant to Article 29 provided the employee continues to contribute his/her share of the premium.

If an employee terminates his/her employment or separates from state service (other than for gross misconduct), the employee may choose to continue his/her health care plan under the federally mandated COBRA program (see State of Ohio Employee Benefit Handbook). Alternately, the State shall make available conversion to an individual medical policy.

32.02 - Joint Health Care Committee

A. Membership

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.

B. Relationship with DAS Director

The Committee shall advise the Director of the Department of Administrative Services on the operation of the Ohio Med Plan, Health Maintenance Organizations, managed mental health/substance abuse programs, quality assurance provisions, ancillary benefit programs utilization and cost containment provisions and employee education programs. Recommendations of the Joint Committee will be presented to the Director of DAS 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 recommendation.

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

C. Other Committee Functions

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 bimonthly, unless otherwise agreed. The JHCC shall have sub-committees on: HMOs; Ohio Med; and employee education/ancillary benefits. The Ohio Med Subcommittee shall receive in-person reports from members of management who are charged with monitoring the Managed Mental Health/Substance Abuse program. Input and advice regarding the Managed Mental Health/Substance Abuse program shall regularly be sought from the JHCC. JHCC sub-committees may be reconfigured by mutual agreement of the Labor and Management Co-chairs. These subcommittees shall meet at least bimonthly, unless otherwise agreed.

D. Audits

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 may ancillary benefit programs. These audits shall also be available to the Joint Committee. State contracts with health plan administrators, contractors, and vendors shall contain the right to conduct appropriate financial and performance audits. Such audit reports shall be reviewed by the JHCC.

E. Employee Education and Communication

Over the life of this agreement, the State shall commit sufficient and substantial resources to develop and implement an employee education and communication program concerning the Ohio Med Plan, HMOs, Mental Health/Substance Abuse programs, and other state employee health programs and issues, as identified by the JHCC. A surcharge may be established and deposited in the health benefits fund to maintain the employee education and communication program. The amount shall not be greater than one dollar ($1) per month, per employee, enrolled in a health plan unless the JHCC, based upon a review of reports of revenue and expenditures of the employee education and communication account, recommends a higher amount to the DAS Director.

A consultant shall be chosen in consultation with the JHCC, and shall work in consultation with the JHCC to develop and implement the program. The consultant shall have expertise in employee health education and communication. Relevant public sector and/or labor union experience shall be given major consideration in the consultant selection process. Program development shall include consideration of video, interactive television, and other non-print methods of communication. It shall also include revision and completion of the State of Ohio employee benefit handbook.

The employee education and communication program shall also include review and recommendation regarding the integration of customer service functions of State Health Care providers. The program shall continue over the life of this agreement.

All parties to this Agreement agree to use the resources available to them (including union newsletters, pay check inserts, etc.) to the best of ability in order to communicate to employees the features of the Ohio Med Plan and the HMO's offered.

F. Open Enrollment Materials

The consultant shall develop and recommend to JHCC, standards to be used by qualified HMOs and other vendors of plans offered to State employees in developing materials which they may use to describe and promote plans to State employees. These standards may include requests for specific benefits information. After review, the JHCC shall make recommendations to the Director of DAS concerning the proposed standards.

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All marketing literature, open enrollment packets, or any other material utilized by HMOs or other vendors in marketing directed to State employees or dependents shall conform to these standards. All such material shall be reviewed by the JHCC, which shall recommend approval or non-approval to the Director before the material can be used. 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 utilizing any unfair or inaccurate comparison of program with that of the Ohio Med Plan or of any other HMO in marketing materials or programs. The consultant/dedicated staff person shall develop and recommend to JHCC a chart comparing the various health care options available to employees, which shall be sent directly to all employees at open enrollment to facilitate informed employee decision-making. After review, the JHCC shall make recommendations to the Director of DAS concerning the proposed chart. This chart and the State of Ohio Employee Benefit Handbook shall be provided to all employees upon hiring.

The consultant shall develop and recommend to JHCC open enrollment materials to describe and promote the State's self-insured health plan, Ohio Med. After review, the JHCC shall make recommendations to the Director of DAS concerning the proposed materials.

32.03 - The Ohio Med Health Plan

A. General Features

The Ohio Med Plan shall be available to state employees regardless of residence. Benefits under the program shall be comparable to and no less than the Ohio Med Plan benefits in effect on June 30, 1992.

The Ohio Med plan shall consist of:

1. The Ohio Med PPO program, which shall be the Ohio Med plan for employees living in Ohio counties covered by the PPO;
2. The Ohio Med Traditional Plus program, effective beginning July 1, 1994, which is a hospital-only PPO and which, beginning July 1, 1994, shall be the Ohio Med plan for employees living in Ohio counties not covered by the Ohio Med PPO; and
3. The Ohio Med Traditional program, which until July 1, 1994, shall be the Ohio Med plan for employees living in Ohio counties not covered by the Ohio Med PPO, and which, beginning July 1, 1994, shall be the Ohio Med plan only for state employees permanently stationed outside the state of Ohio.

B. Premiums

1. The Employer shall contribute ninety per cent (90%) of the premium cost of single and family coverage for the Ohio Med plan. Prior to calculating the employee's share, a surcharge shall be included to fund the State Employee Education and Communication Program. (See 32.02{E}).
2. Effective July 1, 1994, the Employer's premium share of 90 per cent (90%) of the Ohio Med premium shall be paid only on behalf of the following employees:
   (a) full-time employees; and
   (b) part-time employees (including fixed term regular and fixed term irregular employees), who were employed prior to March 1, 1994 and were in active pay status for more than five hundred (500) hours in calendar year 1993; and
   (c) part-time employees (including fixed term regular and fixed term irregular employees), who were hired between July 1, 1993 and December 31, 1993, and whose average hours in active pay status from the date of hire through December 31, 1993 were forty (40) hours per bi-weekly pay period.
3. Effective July 1, 1994, the Employer's premium share for all employees not covered under Section 32.03(B)(2) shall be paid as follows:
   (a) The Employer shall pay no share of the premium for part-time employees who are in active pay status an average of less than forty (40) hours in a bi-weekly pay period. However, such employees shall have the option of self-paying the entire health care premium.

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(b) The Employer shall pay fifty per cent (50%) of the premium for part-time employees who are in active pay status an average of forty (40) hours or more but less than sixty (60) hours in a bi-weekly pay period.

(c) The Employer shall pay seventy per cent (70%) of the premium for part-time employees who are in active pay status an average of sixty (60) hours or more but less than seventy (70) hours in a bi-weekly pay period.

(d) The employer shall pay ninety percent (90%) of the premium for part-time employees who are in active pay status an average of seventy (70) hours or more in a bi-weekly pay period.

Average hours in active pay status beginning with the pay period shall be calculated quarterly on the basis of the prior six (6) pay periods including January 1, April 1, July 1, or October 1 respectively.

For newly hired part-time employees, estimated scheduled hours shall determine the Employer contribution toward the premium cost for the first three (3) months of employment. However, if an employee has been in active pay status during at least three bi-weekly pay periods at the time that a pay period including January 1, April 1, July 1, or October 1 commences, calculations for the employer contribution toward the premium cost shall be based upon the employee's average hours in active pay status for the number of weeks the employee worked.

Employees subject to the pro-rated Employer health care premium share under this subsection shall be advised in writing regarding the amount of the Employer's share which applies to them. Such information shall be provided to said employees as soon as practicable after the pay periods including January 1, April 1, July 1 and October 1 of each year.

4. An Employee who declined enrollment in Ohio Med because he/she was not eligible to receive any Employer contribution (pursuant to Section 32.03{B}{3}{a}), and who after a quarterly calculation of average hours would otherwise become eligible to receive some Employer contribution, may enroll in the Ohio Med plan within forty-five (45) days from the quarterly calculation date.

5. The premium for the Ohio Med plan for each benefit period shall be established in consultation with the JHCC, which shall include review of the results of an actuarial study of Ohio Med plan performance and health benefit fund levels. Factors which shall be considered in establishing the Ohio Med plan premium shall include: Ohio Med plan performance, health benefit fund levels, incurred but not reimbursed claims payment history, and Ohio Med enrollment levels.

C. Employee Deductibles and Out-of-Pocket Maximum

The individual deductible is $125, and the family deductible is $250. The family deductible must be satisfied by two individuals each meeting the individual deductible, whether in-network or out-of-network. As soon as any individual in the family meets the deductible, that person shall be covered immediately even though the full family deductible has not been met.

Expenses which are applied towards meeting the individual or family deductible must be incurred during the benefit period.

The out-of-pocket maximum (OPM) for each benefit period shall be $750 single coverage and $1,500 for family coverage. Effective July 1, 1994, for members of the Ohio Med PPO only the benefit period out-of-pocket maximum for in network usage shall be $750 single coverage and $1500 for family coverage. For out-of-network usage the OPM shall be $1,000 single coverage or $2,000 for family coverage. All payments toward any OPM shall be combined so that no individual OPM shall exceed $1,000 and no family OPM shall exceed $2,000.

As soon as any individual in the family meets the single coverage OPM, further expenditures on behalf of that individual shall be covered in full except as indicated below. All employee expenditures on behalf of the employee and his/her dependents shall count toward satisfying the family OPM, except that the following penalties do not count toward the OPM: in the Ohio Med Traditional plan, failure to certify

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hospitalization or failure to receive appropriateness review; in the Ohio Med Traditional Plus program, non-emergency use of a non-network hospital, and failure to pre-certify use at a non-network hospital; and in the Ohio Med PPO Program, non-emergency use of a non-PPO hospital if failure to pre-certify and obtain an appropriateness review. After employee expenditures have reached the OPM, benefits are covered in full except where non-PPO, non-participating (non-PAR) providers engage in balance billing (see E below).

D. Medical Necessity and Preventive Services

The Ohio Med Plan pays only for those covered services, supplies, and hospital admissions which are medically necessary or are preventive services covered under the plan. Ohio Med PPO Hospitals and PPO providers are responsible for insuring that services, supplies, and admissions are medically necessary or preventive as defined by the Plan. The fact that a non-PPO 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.

E. Reimbursement, Paperwork, Balance Billing, and UCR/Allowed Amount Fees

Ohio Med PPO Hospitals and PPO providers, and Ohio Med "PAR" (or equivalent) providers, shall accept the reimbursement provided by the Ohio Med Plan administrator as payment in full, except for applicable deductibles, co-pays, or penalties. They shall be prohibited from balance billing, that is, from charging any state employee or his/her dependents any additional amount other than co-pays or deductibles beyond that paid by the plan administrator. Providers shall submit bills and other required paperwork on behalf of the state employee.

A toll free customer service phone line shall be provided by July 1, 1994, with hours set in consultation with the JHCC to provide State employees enrolled in the Ohio Med Plan information on the identity and location of PPO hospitals and providers and on the identity and location of providers or facilities participating in the Administrator's Participating Provider ("PAR" or equivalent) program.

Reimbursement to providers who are not part of the Ohio Med PPO or who are not enrolled in the Ohio Med Administrator's "PAR" program shall be based on the Usual, Customary, and Reasonable fee/Allowed Amount (see State of Ohio Employee Benefit Handbook) which has been established by the Ohio Med Plan administrator for that service or supply.

In determining what constitutes the usual, customary, and reasonable (UCR) fee for a given service or supply, the Ohio Med 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 Ohio Med Administrator determines is reasonable in light of the complexity of the treatment of the particular case.

F. 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.

G. Exclusions and Limitations

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

H. The Ohio Med Co-Payments

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1. For those employees enrolled in the Ohio Med PPO Program, co-payments ("co-insurance") for services delivered by PPO hospitals or PPO providers shall be 90% by the Ohio Med Plan and 10% by the employee, after the deductible and up to the out-of-pocket maximum.

For those employees enrolled in the Ohio Med PPO Plan who choose to use non-PPO hospitals or providers, co-payments ("co-insurance") for services delivered by those non-PPO hospitals or providers shall be 70% by the Ohio Med Plan and 30% by the employee, after the deductible and up to the out-of-pocket maximum. When employees enrolled in the Ohio Med PPO plan utilize a non-PPO hospital, except for emergency care, there shall be an additional charge of $250.00, over and above any deductibles and out-of-pocket maxima.

2. For those employees enrolled in the Ohio Med Traditional Plan, co-payments ("co-insurance") for services will be 80% by the Ohio Med Plan and 20% by the employee, after the deductible and up to the out-of-pocket maximum.

3. Effective July 1, 1994, for those employees enrolled in the Ohio Med Traditional Plus program, co-payments ("co-insurance") for services delivered by PPO hospitals shall be 90% by the Ohio Med Plan and 10% by the employee, after the deductible and up to the out-of-pocket maximum.

For those employees enrolled in the Ohio Med Traditional Plus plan who choose to use non-PPO hospitals, co-payments ("co-insurance") for services delivered by those non-PPO hospitals shall be 70% by the Ohio Med Plan and 30% by the employee, after the deductible and up to the out-of-pocket maximum. When employees enrolled in the Ohio Med Traditional Plus plan utilize a non-PPO hospital, except for emergency care, there shall be an additional charge of $250.00, over and above any deductibles and out-of-pocket maxima.

For those employees enrolled in the Ohio Med Traditional Plus plan, co-payments ("co-insurance") for services delivered by non-hospital providers will be 80% by the Ohio Med Plan and 20% by the employee, after the deductible and up to the out-of-pocket maximum.

4. A toll free customer service phone line shall be provided by July 1, 1994, with hours set in consultation with the JHCC to provide the names and locations of PPO hospitals, physicians, and other providers to Ohio Med Plan enrollees upon request.

I. The Ohio Med PPO

The Ohio Med PPO plan shall be available to all state employees residing in counties in which one or more PPO hospitals are within a reasonable distance of all state employees in the county, and in which an appropriate number of PPO primary care providers and PPO specialty providers as reviewed by the JHCC are available.

The standards used to determine a "reasonable" distance and an "appropriate" number of providers must be reviewed by the JHCC and agreed to by the Director of DAS. Representatives of the Ohio Med Plan administrator must agree to meet with the JHCC to discuss and resolve PPO hospital and PPO provider problems, including problems concerning inadequate numbers of providers, lack of minority representation, providers who are refusing to accept new patients, or inadequate representation of primary care or specialty providers in any given area.

The PPO must be operational in counties including at least 75% of all state employees by July 1, 1994, and in counties including at least 80% of all state employees by July 1, 1995. The PPO must offer some coverage in adjacent states in east, central, south, southeast, and southwest Ohio border areas.

In the third-party administrator agreement for the PPO, the State shall insure that the following are included:

1. Provision of a multi-year guarantee of administrative rates;

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2. Performance of quality assurance services such as claims review or "unbundling," pre-certification admissions appropriateness review, and case management, and discussion of these services on a regular basis with the JHCC;
3. Provision of a dedicated customer service unit, as specified in this Article;
4. Where a PPO specialist is not available within a reasonable distance of an employee's residence, provision of a waiver to allow use of a non-PPO specialist at PPO co-pay levels and with PPO guarantees; (see E and H, above)
5. Distribution of the Ohio Med PPO network directories to state employees who are potential Ohio Med PPO enrollees at open enrollment, and distribution of directory updates to state employees who are actual Ohio Med PPO enrollees during the benefit period on a quarterly basis;
6. Agreement to provide the Director of DAS with a description of the selection criteria used by the administrator to select hospitals and providers for inclusion in the PPO network, and with a description of the administrator's established criteria governing the number of hospitals and other providers which will be part of the PPO in any given geographic area;
7. A provision in which the administrator agrees to refrain from dropping any hospital or health care facility from the PPO network during a benefit period, unless the administrator has notified the State of Ohio, has consulted with the JHCC, and has in good faith and to the satisfaction of the JHCC, attempted to develop a method of delivering continuity of care for those persons who may be adversely affected by the change in the network.

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.

Required co-payments for State employees enrolled in the Ohio Med PPO Program and dependents are described in 32.03 (H) above.

J. The Ohio Med Traditional Program; The Ohio Med Traditional Plus Program

Through June 30, 1994, the Ohio Med Traditional segment of the Ohio Med plan shall be available to resident state employees, in counties for which there are insufficient PPO hospitals and/or providers available. State employees who are permanently stationed outside of Ohio may enroll in the Ohio Med Traditional program.

Beginning July 1, 1994, the Ohio Med Traditional program for resident state employees will be replaced with the Ohio Med Traditional Plus program which includes a hospital-only PPO network. Beginning July 1, 1994, the Ohio Med Traditional program will be available only to state employees who are permanently stationed outside of Ohio.

Required co-payments for employees (and dependents) enrolled in the Ohio Med Traditional Plus Program and the Ohio Med Traditional Program are described in 32.03(H) above.

K. Hospital Benefits

(See State of Ohio Employee Benefits Handbook for Details)

1. Unity of Benefits

Hospital benefits will be identical, whether delivered under the Ohio Med PPO, the Ohio Med Traditional Plus, or the Ohio Med traditional segments of the Ohio Med Plan. Co-payments and other financial arrangements vary. (See 32.03, C, E, H)

2. Financial Incentives

Financial incentives are as follows:

a. Co-payments for hospital services vary depending on whether a PPO hospital is being used (see 32.03 H);

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b. A $250 penalty charge may be incurred if Ohio Med Traditional Plus or PPO Plan members fail to obtain appropriateness review (see below for detail);

c. Ohio Med PPO or Ohio Med Traditional Plus members who use a non-PPO hospital in a non-emergency situation shall be subject to a $250.00 penalty charge (see 32.03 H).

3. Cost Containment

a. Pre-Admission Certification

Pre-admission certification for inpatient treatment is necessary only when using non-PPO hospitals.

When using a non-PPO hospital, 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 non-PPO 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 a penalty charge of $250. The penalty charge 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 penalty charge waived.

b. Appropriateness Review

Appropriateness review is necessary only under the following circumstances:

(i) When Ohio Med PPO members use non-network hospitals or providers;

(ii) When Ohio Med Traditional Plus members use non-network hospitals or any provider; or

(iii) When Ohio Med Traditional members use any hospital or provider.

Appropriateness review is not necessary for Ohio Med PPO members using network hospital/providers, and Ohio Med Traditional Plus members using network hospitals.

For persons required to use it, an appropriateness review program shall be used to pre-authorize selected procedures (including magnetic resonance imaging [MRI] and positron emission tomography [PET] procedures) when performed on an inpatient basis or outpatient basis.

The procedures requiring appropriateness review pre-authorization are listed in the Employee Benefit Handbook. The list may be altered by the Employer after consultation with the JHCC at least 45 days prior to the effective date of the change. Ohio Med members must be notified of the change prior to implementation.

The Ohio Med plan administrator shall maintain a toll free customer service phone line with hours set in consultation with the JHCC to provide information about the appropriateness review procedure and assist employees and dependents in obtaining the necessary appropriateness review pre-authorization.

4. Benefits

a. Duration of Benefits

Unlimited duration.

b. Semi-Private Room

See 32.03 (I) for co-payments; see 32.03 (C) for deductibles. When using a PPO hospital, 100% of charges after OPM. When using a non-PPO hospital, 100% of UCR/Allowed Amount after OPM. (See 32.03 (C), for OPM; see 32.03 (E) for UCR/Allowed Amount. Note that there is a $250 penalty charge for Ohio Med PPO or Traditional Plus program members who utilize non-PPO hospitals on a non-emergency basis; See 32.03 (H).)

c. Hospital Auxiliary Services

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See 32.03 (I) for co-payments; see 32.03 (C) for deductibles. When using a PPO hospital, 100% of charges after OPM. When using a non-PPO hospital, 100% of UCR/Allowed Amount after OPM. (See 32.03 (C), for OPM; see 32.03 (E) for UCR/Allowed Amount. Note that there is a $250 penalty charge for Ohio Med PPO or Traditional Plus program members who utilize non-PPO hospitals on a non-emergency basis; See 32.03 (H).)

d. Emergency Room Deductible

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

e. Diagnostic X-Ray and Laboratory Tests

For pre-admission tests, 100 % when using a PPO hospital; 100% of UCR/Allowed Amount when using a non-PPO hospital. (See 32.03 (E) for UCR/Allowed Amount.)

For all others, see 32.03 (H) for co-payments; see 32.03 (C) for deductible. When using a PPO hospital, 100% of charges after OPM. When using a non-PPO hospital, 100% of UCR/Allowed Amount after OPM. (See 32.03 (C) for OPM, see 32.03 (E) for UCR/Allowed Amount. Note that there is a $250 penalty charge for Ohio Med PPO or Traditional Plus program members who utilize non-PPO hospitals on a non-emergency basis; see 32.03 (H).)

Note: if performed at a non-PPO facility or by a non-PPO provider, magnetic resonance imaging (MRI) and positron emission tomography (PET) procedures may be subject to the pre-authorization and appropriateness review procedures listed above. (See Employee Benefits Handbook.)

f. All Other Necessary Treatments and Procedures

See 32.03 (H) for co-payments; see 32.03 (C) for deductibles. When using a PPO hospital, 100% of charges after OPM. When using a non-PPO hospital, 100% of UCR/Allowed Amount after OPM. (See 32.03 (C), for OPM; see 32.03 (E) for UCR/Allowed Amount. Note that there is a $250 penalty charge for Ohio Med PPO or Traditional Plus program members who utilize non-PPO hospitals on a non-emergency basis; see 32.03 (H).)

L. Medical and Surgical Benefits

1. Unity of Benefits

(See State of Ohio Employee Benefit Handbook for Details)

Medical and Surgical benefits will be identical whether delivered under the Ohio Med PPO, Ohio Med Traditional Plus or the Ohio Med Traditional segments of the Ohio Med Plan. Co-payments and other financial arrangements vary (see 32.03(C), (E), and (H)).

2. Routine Office Visits and House Calls and Consultations

For Ohio Med PPO members, unlimited office visits, house calls, and consultations with a $5.00 per visit charge at the point of service, with no co-pays or deductible charges, if such visit is in-network. If such visit, house call, or consultation is out-of-network, the employee shall pay a $12.00 per visit charge. For Ohio Med Traditional Plus or Ohio Med Traditional plan members, the employee shall pay a $5.00 per visit charge at the point of service, whether in or out-of-network.

3. Routine Well Child Care

When using PPO providers, 100% coverage for the first nine (9) years. When using non-PPO providers, 100% of UCR/Allowed Amount for the first nine (9) years (see 32.03 (E) for UCR/Allowed Amount). Services shall include annual physical examinations, developmental assessments, anticipatory guidance, appropriate immunizations, and laboratory tests in accordance with the recommendations of the American Academy of Pediatrics. Additionally, appropriate immunizations in accordance with the American Academy of Pediatrics shall be covered through age twelve.

4. Diagnostic and Preventive X-Ray and Laboratory Tests

For pre-admission tests, 100% when using a PPO provider. When using a non-PPO provider, 100% of UCR/Allowed Amount after OPM. (See 32.03 (C), for OPM; see 32.03 (E) for UCR/Allowed

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Amount. Note that there is a $250 penalty charge for Ohio Med PPO program members who utilize non-PPO hospitals/providers on a non-emergency basis and for Ohio Med Traditional Plus members who use non-PPO hospitals on a non-emergency basis; see 32.03 (H).)

For all others, see 32.03 (I) for co-payments; see 32.03 (C) for deductibles. When using a PPO hospital, 100% of charges after OPM. When using a non-PPO hospital, 100% of UCR/Allowed Amount after OPM. (See 32.03 (C), for OPM; see 32.03 (E) for UCR/Allowed Amount. Note that there is a $250 penalty charge for Ohio Med PPO program members and for Ohio Med Traditional Plus members who utilize non-PPO hospitals on a non-emergency basis; see 32.03 (H).)

Effective July 1, 1994, low-dose, bilateral mammographies for the presence of breast cancer in women, whether for screening or diagnostic purposes, shall be covered according to the following schedule:

a. If a woman is at least thirty-five (32) years of age, but under forty (40) years of age, one baseline mammography during that five (5) year period;

b. If a woman is at least forty (40) years of age but under fifty (50) years of age, either of the following:

(i) One mammography every two (2) years; or

(ii) If a licensed physician has determined that the woman has risk factors to breast cancer, one screening mammography every year.

c. If a woman is at least fifty (50) years of age, one screening mammography every year.

The benefit is not subject to deductible or co-insurance, but is limited to $85.00, whether in-network or out-of-network per mammography.

For coverage regarding cytologic screening (pap smear) and prostate screening, see Employee Benefits Handbook.

Magnetic resonance imaging (MRI) and positron emission tomography (PET) procedures may be subject to the pre-authorization and appropriateness review procedures listed above. (See Employee Benefit Handbook.)

5. All Other Medical and Surgical Procedures

See 32.03 (H) for co-payments; see 32.03 (C) for deductibles. When using a PPO hospital, 100% of charges after OPM. When using a non-PPO hospital, 100% of UCR/Allowed Amount after OPM. (See 32.03 (C), for OPM; see 32.03 (E) for UCR/Allowed Amount. Note that there is a $250 penalty charge for Ohio Med PPO or Traditional Plus program members who utilize non-PPO hospitals on a non-emergency basis; see 32.03 (H).).

M. Other Benefits

1. Unity of Benefits

Medical and surgical benefits will be identical whether delivered under the Ohio Med PPO, Ohio Med Traditional Plus or the Ohio Med Traditional segments of the Ohio Med Plan. Co-payments and other financial arrangements vary (see 32.03 (C)(E)and (H)).

2. Skilled Nursing Facility, Including Extended Care

100% for up to 180 days for each confinement provided that the benefit must immediately follow a confinement of at least three days in a hospital and be due to the same or related cause. When using a PPO facility, 100% of charges after OPM. When using a non-PPO facility, 100% of UCR/Allowed Amount after OPM. (See 32.03 (C) for OPM; See 32.03 (E) for UCR/Allowed Amount.)

3. 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.)

One hundred per cent (100 %) if provided by a PPO provider; 100% of UCR/Allowed Amount if provided by a non-PPO provider. (See 32.03(E) for UCR/Allowed Amount.)

4. Hospice Care

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Hospice Care is payable at 100% and is not subject to deductibles or co-payments.

5. Other Medically Necessary Home Health Care Services

When using a PPO provider, 100% of charges after OPM. When using a non-PPO provider, 100% of UCR after OPM. (See 32.03(C) for OPM; see 32.03(E) for UCR/Allowed Amount.)

6. Allergy Injections

See 32.03 (H) for co-payments; see 32.03 (C) for deductibles. When using a PPO provider, 100% of charges after OPM. When using a non-PPO provider, 100% of UCR/Allowed Amount after OPM. (See 32.03 (C), for OPM; see 32.03 (E) for UCR/Allowed Amount.)

7. Local Ambulance Service

Ninety per cent (90%) of UCR/Allowed Amount after deductible, then 100% of UCR/Allowed Amount after OPM. If this service becomes available through the Preferred Provider Organization, PPO co-payments will take effect, provided that Ohio Med PPO members are appropriately notified in advance.

8. Prosthetic Devices

See 32.03(H) for co-payments; see 32.03(C) for deductibles. When using a PPO provider, 100 % of charges after OPM. When using a non-PPO provider, 100% of UCR/Allowed Amount after OPM. (See 32.03(C) for OPM; see 32.03(E) for UCR/Allowed Amount.)

9. Tubal Ligation

See 32.03 (H) for co-payments; see 32.03 (C) for deductibles. When using a PPO provider, 100% of charges after OPM. When using a non-PPO provider, 100% of UCR/Allowed Amount after OPM. (See 32.03 (C), for OPM; see 32.03 (E) for UCR/Allowed Amount. Note that there is a $250 penalty charge for Ohio Med PPO or Traditional Plus Program members who utilize non-PPO hospitals on a non-emergency basis; see 32.03 (H).

However, not covered as incidental if performed during another procedure.

10. Vasectomy

See 32.03 (H) for co-payments; see 32.03 (C) for deductibles. When using a PPO provider, 100% of charges after OPM. When using a non-PPO provider, 100% of UCR/Allowed Amount after OPM. (See 32.03 (C), for OPM; see 32.03 (E) for UCR/Allowed Amount. Note that there is a $250 penalty charge for Ohio Med PPO or Ohio Med Traditional Plus Program members who utilize non-PPO hospitals on a non-emergency basis; see 32.03 (H).)

11. Hemodialysis

See 32.03 (H) for co-payments; see 32.03 (C) for deductibles. When using a PPO provider, 100% of charges after OPM. When using a non-PPO provider, 100% of UCR/Allowed Amount after OPM. (See 32.03 (C), for OPM; see 32.03 (E) for UCR/Allowed Amount. Note that there is a $250 penalty charge for Ohio Med PPO or Traditional Plus Program members who utilize non-PPO hospitals on a non-emergency basis; see 32.03 (H).)

12. Transplant of Organs

The limitations on organ transplants shall be the same as those defined by the traditional plan in effect on June 30, 1992. See 32.03 (H) for co-payments; see 32.03 (C) for deductibles. When using a PPO provider, 100% of charges after OPM. When using a non-PPO provider, 100% of UCR/Allowed Amount after OPM. (See 32.03 (C), for OPM; see 32.03 (E) for UCR/Allowed Amount. Note that there is a $250 penalty charge for Ohio Med PPO or Traditional Plus Program members who utilize non-PPO hospitals on a non-emergency basis; see 32.03 (H).)

13. Immunizations

Not covered, except under Well Child Care during the first twelve (12) years.

N. Mental Health and Substance Abuse

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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. Effective with the benefit year beginning July 1, 1995, all mental health/substance abuse benefits will be provided pursuant to Section 32.05 below.

O. Prescription Drugs

1. Short-Term Prescriptions

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

Effective no later than October 15, 1994, prescription drugs with usage of less than twenty-one (21) days duration shall be provided through a managed retail walk-in drug card program, with a $7.00 co-payment for brand name drugs and a $3.00 co-payment for generic drugs. Where a generic equivalent is available, the co-payment for brand name drugs shall be $10.00.

2. Mail Order Maintenance Drug Program

Prescription drugs with usage of twenty-one (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 a $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, and side effects.

Effective upon the implementation of the short-term drug card program, when a maintenance medication which is new to the employee or dependent is prescribed, the first prescription shall be for a period not to exceed fourteen (14) days and shall be obtained through the managed retail walk-in drug card program.

32.04 - Health Maintenance Organizations

A. Election to Enroll

Employees may elect to enroll in a qualified HMO which has been approved by the Director of the Department of Administrative Services. Approval as "qualified" shall be based upon compliance with the standards for HMO operations, core benefits, and other requirements listed below. The standards, core benefit requirements and other requirements shall be specified in the DAS contract with Health Maintenance Organizations.

B. State Contribution

1. The Employer shall contribute ninety percent (90%) of the premium cost of single and family coverage for a qualified HMO up to the dollar amounts that it pays for single and family coverage for the Ohio Med plan.

Effective July 1, 1995, the Employer shall contribute ninety percent (90%) of the premium cost of single and family coverage for a qualified HMO. However, the State's contribution shall not exceed 90% of the statewide average HMO rate for single or family coverage, provided that no employee shall be required to pay more than seventy dollars ($70.00) per month for an HMO option. Prior to calculating the employee's share, a surcharge shall be included to fund the State Employee Education and Communication Program. (See 32.02(E)).

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2. Effective July 1, 1994, the Employer's premium share of ninety percent (90%) of the HMO premium shall be paid only on behalf of the following employees:

(a) full time employees; and

(b) part-time employees (including fixed term regular and fixed term irregular employees), who were employed prior to March 1, 1994 and were in active pay status for more than five hundred (500) hours in calendar year 1993; and

(c) part-time employees (including fixed term regular and fixed term irregular employees), who were hired between July 1, 1993 and December 1, 1993, and whose average hours in active pay status from the date of hire through December 31, 1993 were forty (40) hours per bi-weekly pay period.

3. Effective July 1, 1994, the Employer's premium share for all employees not covered under Section 32.04(B)(2) shall be paid as follows:

(a) The Employer shall pay no share of the premium for part-time employees who are in an active pay status an average of less than forty (40) hours in a bi-weekly pay period. However, such employees shall have the option of self-paying the entire health care premium.

(b) The Employer shall pay fifty per cent (50%) of the premium for part-time employees who are in an active pay status an average of forty (40) hours or more but less than sixty (60) hours in a bi-weekly pay period.

(c) The Employer shall pay seventy per cent (70%) of the premium for part-time employees who are in an active pay status an average of sixty (60) hours or more but less than seventy (70) hours in a bi-weekly pay period.

(d) The Employer shall pay ninety per cent (90%) of the premium for part-time employees who are in an active pay status an average of seventy (70) hours or more in a bi-weekly pay period.

Average hours in active pay status beginning with the pay period shall be calculated quarterly on the basis of the prior six pay periods including January 1, April 1, July 1, and October 1, respectively.

For newly hired part-time employees, estimated scheduled hours shall determine the Employer contribution toward the premium cost for the first three months of employment. However, if an employee has been in active pay status during at least three bi-weekly pay periods at the time that a pay period including January 1, April 1, July 1, or October 1 commences, calculations for the Employer contribution toward the premium cost shall be based upon the employee's average hours in active pay status for the number of weeks the employee worked.

Employees subject to the pro-rated Employer HMO premium share under this subsection shall be advised in writing regarding the amount of the Employer's share to which they are eligible. Such information shall be provided to said employees as soon as practicable after the pay periods including January 1, April 1, July 1, and October 1 of each year.

4. An employee who declined enrollment in an HMO because he/she was not eligible to receive an Employer contribution (pursuant to Section 32.04(B)(3)(a)), and who after a quarterly calculation of average hours would otherwise become eligible to receive some Employer contribution, may enroll in a qualified HMO within forty-five (45) days from the quarterly calculation date.

C. Number of HMOs; HMO Rate Negotiations

The configuration of HMOs offered by the State shall not be changed for the benefit period beginning July 1, 1994, except to the extent that a particular HMO does not meet the requirements of this contract and the State, therefore, declines to offer that HMO to State employees; and except that an additional HMO may be offered in the Northwest portion of the State where only one HMO option was available as of December 31, 1993.

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Prior to any open enrollment period, but not sooner than preparations for the benefit year beginning July 1, 1995, the Department of Administrative Services may reduce the number of HMOs available to State employees, provided that:

1. All HMOs offered to State employees are certified as meeting full compliance or significant compliance by the National Committee for Quality Assurance (NCQA). Such certification shall be a condition of an HMO's contract with the State. If an HMO has not been so certified but the NCQA states that the HMO is making significant progress toward such certification, this provision may be waived;
2. At least 65% of State employees have an HMO option available;
3. No qualified HMO is eliminated which is the sole HMO available in any county;
4. An analysis has been conducted regarding displacement of employees from current providers, and such analysis has been reviewed and discussed with the JHCC; and
5. HMOs selected have sufficient capacity for the relevant service area(s).

HMOs which do not satisfy the above criteria shall not be offered to State employees.

At any time during this Agreement, 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 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.

Effective with the benefit year beginning July 1, 1994, the State may also refuse to offer an HMO which is not undergoing certification proceedings of the National Committee for Quality Assurance (NCQA). Application for such certification shall be a condition of an HMO's contract with the State.

Effective July 1, 1995, DAS may contract with non-HMO managed care networks to provide health care for State employees. Networks must be recommended to the DAS Director by JHCC. Such networks may be incorporated in place of an existing HMO, or in addition to HMO's currently offered in the area. All such networks must maintain quality standards comparable to those required of HMO's in order to qualify to be offered to State employees.

D. Core Benefits

To gain approval as a "qualified" HMO available to state employees during open enrollment, all HMOs 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. Allergy Injections;
9. Home Health Services;
10. Licensed Dietician services for medically necessary obesity management;
11. Physical Therapy;

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12. Initial internal or external prosthetic devices and medically necessary replacements;
13. Non-experimental organ transplants; and
14. Liaison services with the State Employee Assistance Program.
15. Mental health services and substance abuse treatment services, which shall be comparable to the benefits offered under the Ohio Med plan. Effective with the benefit year beginning July 1, 1995, all mental health/substance abuse benefits will be provided pursuant to section 32.05 below.
16. 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;

E. 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. Qualified HMOs will ensure that all State employee members and 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 dependents shall be entitled, at discretion, to change primary care physicians a minimum of at least two (2) times each year;
3. Each qualified HMO shall provide quarterly reports to the Department of Administrative Services, Office of Benefits Administration, regarding telephonic, written, and/or in-person complaints received by it from State employee members. Such reports shall provide, in summary form, the nature of such complaints and the disposition of such complaints. DAS shall require HMOs to provide complaint reports listed by categories which are recommended by the JHCC;
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; and
5. HMOs must, by July 1, 1994, show that they are engaged in certification proceedings by the National Committee on Quality Assurance (NCQA). By July 1, 1995, HMOs must show that they have been certified in full or significant compliance with NCQA standards. Such certification shall be a condition of the HMOs contract with the State. If an HMO is not so certified but the NCQA states that the HMO is making significant progress toward such certification, this provision may be waived.

32.05 - Mental Health and Substance Abuse Benefits

The Department of Administrative Services, with the active consultation and review of the JHCC, shall develop and implement a managed mental health and substance abuse program for all State employees enrolled in either Ohio Med, an HMO or other managed care program. The program shall be effective July 1, 1995, or as soon thereafter as is practicable. Upon the effective date of the program, the State shall contract for State employee mental health and substance abuse benefits only under this program. Premiums for the managed mental health/substance abuse program shall be calculated into the Ohio Med premium and shall be added to the HMO premiums.

Should the State, upon consultation with the JHCC, determine that this managed care program is unfeasible or will create an undue financial burden to the State and/or its employees, it may then cancel the program.

Programs must include the following features:

A. A full range of culturally diverse service providers, including psychiatrists, psychologists, social workers, and licensed and certified alcohol and drug counselors;

B. A full range of facilities, including inpatient facilities and facilities for residential treatment (halfway houses, transitional programs, etc.);

C. A full range of programs at various treatment levels, including inpatient treatment, a variety of intensive outpatient programs, and a variety of outpatient programs;

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D. A range of service providers and facilities within a reasonable distance in all parts of the state;

E. Group programs on smoking cessation, stress management, weight control, family discord, and other like stress management issues;

F. Timely responses to emergency calls;

G. Protocols and programs for integrating mental health/substance abuse and other physical health programs;

H. Coordination with the State Employee Assistance Program.

I. No preset caps on employee visits or treatment;

J. A provision that the program will pay the costs of treatment by a provider not included in the managed care network for those persons for whom an appropriate provider is not available in his/her home county;

K. Separate standards and incentives, for the program to provide appropriate amounts of treatment at the various treatment levels (inpatient, intensive outpatient, etc.) and for discrete categories of illness (e.g. mental health, substance abuse, eating disorders):

L. Use of the proper placement criteria;

M. Separate, appropriate diagnostic capacity for discrete categories of illness (e.g. mental health, substance abuse, eating disorders);

N. Internal financial arrangements which will not encourage under treatment, placement at inappropriately low levels of treatment, or withholding of treatment.

O. Capacity to provide appropriate critical incident stress debriefing in conjunction with the State Employee Assistance Program. The JHCC shall seek recommendations from the Ohio EAP concerning this program, not later than July 1, 1994.

The managed care vendor shall provide quarterly reports to DAS, which shall share the reports with the JHCC, on utilization and treatment outcomes, and on the composition of its provider network (including contracted facilities). The vendor will also provide information about its programs for use in the employee education program.

32.06 - Effect of Federal/State Health Care Reform Legislation

In the event that the Federal or State governments adopt health care reform legislation which would have a significant impact on this Article, the State and the Association may agree to bargain over such impact and accordingly amend this Article.

32.07 - Employee Benefits Trust Fund

A. Trust Governance

The Benefits Trust (Trust) established on January 27, 1993, shall remain in effect for the duration of this Agreement for the purpose of offering dental, life, vision and other designated benefits to bargaining unit employees and dependents.

The Benefits Trust shall be governed by a Board of Trustees selected in accordance with the Trust Agreement executed on January 27, 1993, as amended from time to time. The Management co-chair of the JHCC established pursuant to this Article, or an alternate designated by OCB, shall serve as a member of the Board of Trustees.

The Trustees shall be responsible for establishing rules, regulations, and definitions of eligibility concerning trust-provided benefits for bargaining unit employees and dependents and shall have fiduciary responsibility for the administration of the Trust pursuant to the Trust Agreement and the laws of the State of Ohio. The Trust shall have the right to establish contracts with administrators and carriers for benefits.

B. Trust Benefits

The Trust shall offer dental, life, and vision benefits upon an employee's completion of one (1) year of continuous State service.

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In the event a bargaining unit employee goes on extended medical disability or is receiving Workers' Compensation benefits, the State shall continue payments to the Trust for trust-provided benefits for the period of such disability, but not beyond three (3) years.

The Trust may provide other supplemental benefits to employees and dependents at no direct cost to the State.

C. Payroll Deductions

To the extent feasible, the State shall provide payroll deduction of premiums or fees for supplemental life insurance or other supplemental benefit programs established by the Trust.

D. Agreement Between the Benefits Trust and the State

The July 1, 1993, implementation agreement between the Ohio Department of Administrative Services and the Trust shall remain in effect unless and until the agreement is altered or renegotiated by mutual agreement between the parties.

E. Payments

The Employer shall contribute to the Benefits Trust each month an amount equal to the per employee contributions made in December, 1993, plus the aggregate amount of voluntary payroll deductions being made by employees for supplemental coverages. If financial analysis and projections reveal that the trust will not be able to fund basic dental, life and vision benefits in effect in December, 1993, at existing levels of State contribution, the parties shall re-open this Section of the Agreement upon thirty (30) days written notice and meet and negotiate the level of State contribution to be effective not earlier than July 1, 1995.

F. Non-Bargaining Unit Coverages

The Employer may determine to place non-bargaining unit employees in the Trust for purpose of dental, life and vision benefits by providing not less than ninety (90) days advance written notice to the Fund. In the event such employees are placed in the Trust, they shall not be withdrawn for a period of two (2) years, and only upon not less than ninety (90) days advance written notice of such withdrawal. Non-bargaining unit employees shall not be placed in the Trust until the State and the Trust have agreed upon applicable administrative procedures for such transition and reasonable administrative fees to be paid to the Trust.

In the event the Employer does not place non-bargaining unit employees into the Fund by March 31, 1994, in order to minimize the administrative inconvenience to the Employer and such employees as a result of the employees being required to change insurance carriers and benefits administrators due to transition in or out of bargaining unit through promotion, transfer or otherwise, the Employer shall, to the extent possible, utilize the same vendors as are selected by the Trust for such benefits, providing such vendors provide services to the Employer on terms no less favorable than for the Trust. The Trust will cooperate with the Employer to the extent feasible in this regard.

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

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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.

34.05 - Benefits Trust

The benefits of this Article shall be administered by the Union Benefits Trust. Except for established payroll deductions for programs and organizations in effect on the effective date of this Agreement, along with any deductions, no additional payroll deductions for dues, fees or contributions shall be provided to any individual or organization without prior written consent of the Association and the Employer.

ARTICLE 35 - EMPLOYEE AWARDS SYSTEM

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

36.01 - Contracting Out

The Employer intends to use bargaining unit employees to perform work which they normally perform. However, the Employer reserves the right to contract out any work it deems necessary or desirable because of greater efficiency, economy, programmatic benefits or other related factors.

Changes in State policy or methodology for delivering services may result in the discontinuation of services or programs directly operated by the State.

Every reasonable effort will be made to avoid the layoff displacement of an employee as a consequence of the exercise by the State of its right to contract out.

36.02 - Facility Closings/Service Elimination

Should it become necessary to close a facility or eliminate a service, the following guidelines will be utilized.

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A. Where individual facilities are closed or services eliminated, the provisions of Article 18 Reduction in the Work Force would apply;
B. Departments will seek to absorb all affected employees or help laid off workers obtain employment in other areas of the public sector;
C. A concerted effort will be made to relocate laid off employees within the framework of any new delivery system. Management will seek to involve the Association and any newly-created structure in a positive program for the hiring and possible retraining of any displaced employee;
D. In cooperation with the Association, the agencies will aggressively search for any available program assistance for the purpose of job training and/or placement. The joint efforts of the Association and Management will closely examine all possible avenues for human resource assistance both in the public and private sectors.

36.03 - Contracting-In

The Association will be granted a reasonable opportunity to demonstrate that bargaining unit employees can competitively perform work which has been previously contracted out, including access to available information regarding costs and performance audits. In considering renewal or continuation of competitively bid contracts for work normally performed by bargaining unit employees, which has been contracted out, to the extent feasible the employer will examine information provided by the Association regarding whether or not such work can be performed with greater efficiency, economy, programmatic benefit or other related factors through the use of bargaining unit employees rather than through renewal or continuation of the contract.

ARTICLE 37 - EARLY RETIREMENT INCENTIVE

Whenever an Early Retirement Plan is voluntarily initiated, and/or developed as a result of statutory compliance by an Agency within a specific work unit, and Bargaining Unit 10 employees are affected by a layoff or closing, the Employer will offer the Early Retirement Incentive Plan to eligible Bargaining Unit 10 employees at such work unit.

ARTICLE 38 - NO STRIKE/NO LOCKOUT

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, 1994 at 12:01 a.m., and remain in full force and effect through midnight June 30, 1997.

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.

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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 its own use.

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APPENDIX A - SAMPLE PERFORMANCE EVALUATION FORM

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

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APPENDIX B - SAMPLE GRIEVANCE FORM

The following is a sample grievance form.

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APPENDIX C - SAMPLE GRIEVANCE SETTLEMENT FORM

The following is a sample grievance settlement form.

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APPENDIX D - SAMPLE POSITION AUDIT GRIEVANCE FORM

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

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APPENDIX E - SAMPLE EAP PARTICIPATION FORM

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

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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.

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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).

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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.

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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

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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

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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

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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

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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

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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

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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

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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

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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.

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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.

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APPENDIX J - SAMPLE REDUCTION IN FORCE GRIEVANCE FORM

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APPENDIX K - APPLICATION OF THE FAMILY MEDICAL LEAVE ACT

September 13, 1994

Mr. Henry Stevens
5026 Pinecreek Drive
Westerville, OH 43081

Dear Mr. Stevens:

The purpose of this letter is to further explain the use of the phrase "There shall be no pyramiding of FMLA required leaves within any twelve (12) month period" under Section 29.06 of the SCOPE/OEA Agreement. Unless additional leave is granted by the employer, the FMLA requires that employees be granted a maximum leave benefit of twelve (12) weeks for all qualifying events within a one (1) year period. Thus, the term pyramiding refers only to leaves required under the FMLA, and is meant to define the maximum leave which may be claimed for FMLA purposes.

It is the employer's position that the current leave provisions under our contract exceed the FMLA requirements. As such, the provision of no pyramiding of FMLA leaves is restricted to the mandatory leaves which may be requested by and are required under the FMLA. When the contractual leave provisions exceed the twelve (12) week FMLA entitlement twelve (12) weeks of the contractual leave will be counted for the purpose of FMLA. In other words, where an employee requests contractual leave he/she may not receive an additional twelve (12) weeks of FMLA leave. FMLA leave may run concurrently with the contractual provision.

I trust that this will clarify the meaning and intent of the State's proposal in Section 29.06.

Sincerely,

Stephen V. Gulyassy
Deputy Director

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