

**State Council
of
Professional
Educators**



**“Together
We
Can”**

Dear SCOPE member,

The Agreement between SCOPE and the State of Ohio represents the culmination of a two-year effort to bargain the first contract ever between educators and librarians, and the State of Ohio. The high-point attained with this settlement has opened a new era of labor-management relations; certainly, one in which our membership has truly achieved recognition as professionals.

Each member shares a joint responsibility to fulfill the obligation to implement the Agreement. You should study this contract. If you have questions, contact your representative to clarify your rights, and in any case, remember that this Agreement is a tool for you to use to protect your rights provided within this Agreement.

Finally, it is my sincere desire that this Agreement be utilized as a new beginning; one in which members are viewed in the perspective of caring professional; one in which our input can be recognized as our commitment to the populations we serve; and one in which we believe we are indeed providing the services we believe in.

Sincerely,



Steven K. Sunker
President, SCOPE/OEA NEA

SCOPE EXECUTIVE COMMITTEE

OFFICERS:

Steven K. Sunker, President	Riverview School for Boys
Natacha Otey, Vice President	Training Center for Youth Indian River School
William Walker, Secretary	Ohio State Reformatory
Rick Cantzler, Treasurer	

YOUTH SERVICES:

Susan Cunningham	Scioto Village
Antoineta Hamilton	Training Center for Youth
Carol Lesica	Cuyahoga Hills Boys School
Judy Virgalitte	Riverview School for Boys

CORRECTIONS:

Richard Evans	Chillicothe Correctional Institute
Connie Malott	Chillicothe Correctional Institute
Mary Shopmeyer	Lebanon Correctional Institute
Don Wood	Southeast Ohio Correctional Institute

OHIO VETERAN'S CHILDREN'S HOME:

Chuck Lunt	Ohio Veteran's Children's Home
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SCHOOL FOR THE DEAF:

Carrie Smolik	School for the Deaf
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SCHOOL FOR THE BLIND:

Robert Mills	School for the Blind
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STATE LIBRARY BOARD:

Ted Nesbitt	State Library Board
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DEPT. OF MENTAL HEALTH:

Mary Shannon Maloney	Central Ohio Adolescent Center
Borys Ostrowskyj	Western Reserve

DEPT. OF MENTAL RETARDATION:

Michael Hamilton	Warrensville
Robert Jeffery	Apple Creek

MISCELLANEOUS AGENCIES:

Ruth Evans	Ohio Environmental Protection Agency
------------	--------------------------------------

NATIONAL EDUCATION ASSOCIATION
1201 Sixteenth Street N.W.
Washington, DC 20036
PH: 201/833-4000
Ms. Mary Hatwood Futrell, President

OHIO EDUCATION ASSOCIATION
225 East Broad Street
Box 2550
Columbus, OH 43216
PH: 1-800-282-1500 -OR- 228-4526
Mr. Don Wilson, President

**CENTRAL OHIO TEACHERS
ASSOCIATION (COTA)**
929 East Broad Street
Columbus, OH 43205
PH: 614/253-4735 (Members may call collect)
Mr. Jack Chapman, President

SCOPE UNISERV COUNCIL
5026 Pine Creek Drive
Westerville, OH 43081
PH: 1-800-221-2530 -OR- 895-1041
Henry L. Stevens, Consultant
Mr. Steven K. Sunker, Chairperson

CONTRACT OF AGREEMENT

BETWEEN

THE STATE OF OHIO

AND

**THE STATE COUNCIL OF PROFESSIONAL
EDUCATORS/**

**OHIO EDUCATION ASSOCIATION/
NATIONAL EDUCATION ASSOCIATION**

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ARTICLE 1 - BARGAINING UNIT

1.01 - Recognition

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

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

1.02 - Bargaining Unit

The Employer hereby recognizes the Association as the sole and exclusive bargaining representative for the purpose of collective bargaining on all matters pertaining to wages, hours, or terms and other conditions of employment, and continuation, modification, or deletion of an existing provision of the Agreement for employees within the bargaining unit, State Unit 10, in the classifications listed in Section 1.03.

The bargaining unit shall be composed of all full-time and part-time employees within the classifications listed in Section 1.03. A full-time employee is a bargaining unit member who is regularly scheduled to work a work week as defined in Article 23. A part-time employee is a bargaining unit member who is regularly scheduled to work less than the work week for full-time employees. Also included in the bargaining unit are interim employees within the classifications listed in Section 1.03 whose employment exceeds eighty-nine (89) days from date of hire, whether on a full-time or part-time basis.

Excluded from the bargaining unit are interim employees whose employment is less than ninety (90) days, and intermittent employees within the classifications listed in Section 1.03. An intermittent employee is an individual who works an irregular work schedule which is determined by the fluctuating demands of the work and which is generally characterized as requiring less than one-thousand (1,000) hours per year.

Should the Employer propose to create a new classification or a new appointment type which arguably may be within the bargaining unit, the Office of Collective Bargaining and the Association shall meet within thirty (30) days after notice of such creation is given to the Association in the event the Association disputes the Employer's proposal. If the parties are unable to reach agreement as to whether such classifications or appointment types are within the bargaining unit, the parties mutually agree to submit the dispute to the State Employment Relations Board for resolution.

1.03 - Classifications

The following classifications are included within the bargaining unit:

- 30121 Teaching Coordinator
- 64311 Librarian 1 (including parenthetical subtitles)
- 64312 Librarian 2 (including parenthetical subtitles)
- 64315 Library Consultant
- 69621 Teacher (including parenthetical subtitles)
- 69651 Education Specialist 1
- 69652 Education Specialist 2
- 69681 Peripatologist 1
- 69682 Peripatologist 2
- 69751 Student Services Counselor
- 69761 Guidance Counselor
- 99200 Teacher, Deaf or Blind School

1.04 - Legal References

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

1.05 - Savings Clause

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

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

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

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

ARTICLE 2 - NON-DISCRIMINATION

2.01 - Non-Discrimination

Neither the Employer nor the Association shall unlawfully discriminate against any employee on the basis of race, sex, creed, color, religion, age, national origin, political affiliation, handicap, or sexual preference/

orientation, or discriminate in the application or interpretation of the provisions of this Agreement.

2.02 - Bona Fide Occupational Qualifications

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

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

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 - Management Rights

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

- (1) Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public Employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- (2) Direct, supervise, evaluate, or hire employees;
- (3) Maintain and improve the efficiency and effectiveness of governmental operations;
- (4) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- (5) Suspend, discipline, demote, or discharge for just cause, reduce in force, transfer, assign, schedule, promote, or retain employees;
- (6) Determine the adequacy of the work force;
- (7) Determine the overall mission of the Employer as a unit of government;
- (8) Effectively manage the work force;
- (9) Take actions to carry out the mission of the public Employer as a governmental unit;
- (10) Determine the location and number of facilities;
- (11) Determine and manage its facilities, equipment, operations, programs and services;
- (12) Determine and promulgate the standards of quality and quantity and work performance to be maintained; and
- (13) Determine the management organization, including selection, retention, and promotion to positions not within the scope of this Agreement.

ARTICLE 4 - ASSOCIATION RIGHTS

4.01 - 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 on an approved disability leave; or
4. 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.

When the Association provides the Employer with a written statement indicating that either a majority of the employees are in favor of enacting a fair share fee or a majority of employees are members, all employees pursuant to Section 4117.09 (C) who do not become or do not remain members of the Association shall, during any such period of non-membership, be required as a condition of employment to pay to the Association a fair share of an amount equal to the dues uniformly required of its members. 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.

Each employee who fails voluntarily to acquire or maintain membership in the Association shall be required to pay to the Association a fair share fee as a condition of employment beginning sixty (60) days following the beginning of employment, or the effective date of this Agreement, whichever is later.

The Employer shall provide the Association on a quarterly basis a list of all employees in the bargaining unit. The list shall contain the employee's name, home address, department, institution, classification title and number.

4.02 - 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 ten (10) or more full-time permanent employees of the bargaining unit. If such work facility, as a result of permanent staff reductions of more than three (3) months, drops to an employee complement which includes five (5) or less full-time permanent employees, such work facility shall no longer be entitled to a site

representative. If, however, a work facility which employs ten (10) or more bargaining unit members, as a result of permanent staff reductions, drops to an employee complement which includes six (6) to nine (9) full-time permanent employees, the work facility will retain its designated site representative. 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 UniServ 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 requesting an Association site representative's presence during working time shall direct their request through their supervisor. A supervisor must contact the Association site representative or UniServ Consultant promptly after the request is received. Association site representatives will, upon entering any work area other than their own, and prior to engaging in any representative duties, report to the supervisor involved.

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

When an Association site representative, UniServ Consultant or other designated Association representative has been given permission to conduct representative duties expressly provided for in this Agreement, the Employer will make every attempt to provide the represen-

tative 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.

4.03 - Orientation

A designated site representative or Association Uni-Serv Consultant shall be given the opportunity to address orientation programs conducted by the Employer. The presentation can be no longer than sixty (60) minutes and at a time mutually agreed to, in advance, by the Appointing Authority and the Association.

4.04 - 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 will be dated and signed by the appropriate Association representative and shall relate to any of the matters listed below:

- a) Association recreational and/or social affairs;
- b) Association appointments;
- c) Association elections;
- d) Results of Association elections;
- e) Association meetings;
- f) Reports of Association Standing Committees; or
- g) Professional Association Activities (conferences, workshops, etc.).

Other materials may be posted with the approval of the Labor Relations Coordinator or designee provided, however, that 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.

A violation of the posting restrictions of this Article will result in the Association losing the use of the bulletin board or alternate space for a period of three (3) months if the posting has been authorized by the appropriate Association representative.

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.

4.05 - 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. By August 1, 1986 each employing agency will furnish the Association with a listing of the location of mailboxes and the name of the designated employing

agency's representative for each affected location. Revisions to this list will be furnished to the Association at such times as necessary to maintain an accurate listing. 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 mailboxes.

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 can be 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 or by law.

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.

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, a termination with the exception of terminations which occur during the second half of the probationary period following original appointment, and/or reductions in pay or title with the exception of reductions which are a result of a job audit or which occur during the second half of the probationary period following promotion.
- C. Day - refers to calendar day. 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.

5.03 - Qualifications

A grievance under this procedure may be brought by any employee or group of employees. The employee may also file the grievance through an authorized Association representative. At each step of the grievance procedure, except the preliminary step, the grievant must specify in writing the specific provision(s) of the Agreement alleged to have been violated and the desired resolution. The parties may use a 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 seven (7) days of the date on which any of the affected employees knew or reasonably could have had knowledge of the event giving rise to the class grievance. Class grievances shall be initiated directly at Step 2 of the grievance procedure.

5.04 - Termination of Grievance

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

5.05 - Grievance Procedure

The following procedure applies to the processing of grievances:

(A) Preliminary Step: Immediate Supervisor

An employee having a complaint shall first attempt to resolve it informally with his or her immediate supervisor within seven (7) days of the date on which the employee knows or reasonably could have had knowledge of the event giving rise to the grievance. 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 complaint, the supervisor shall respond to the employee on a standard form. If the employee is not satisfied with the result of this informal step, the employee may pursue the formal steps which follow:

(B) Step 1 - Next Level Supervisor

An employee who is not satisfied with the response of the immediate supervisor in the preliminary step, may file a written grievance at Step 1 to his or her next level supervisor within seven (7) days of the receipt of the response from the preliminary step. If the requirements of the preliminary step have not been attempted by the em-

ployee, the employee shall have no right to file a formal grievance.

The next level supervisor shall indicate the date of receipt on the grievance form. Within ten (10) days thereafter, a meeting shall be held with the grievant to discuss 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. The next level supervisor shall respond on the grievance form and return a copy to the grievant and to the Association representative within seven (7) days of the Step 1 meeting.

(C) 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, the grievant or the Association, if requested, may file the grievance with the next level supervisor.

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 seven (7) 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.

(D) Step 3 - Employing Agency Director

Should the grievant not be satisfied with the written answer received at Step 2, within ten (10) days after receipt thereof, the grievant or the Association, if requested, may file the grievance with the employing agency. Upon receipt of the grievance, the Director or designee shall hold a meeting within thirty (30) days to discuss 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.

The Director or designee shall render a decision in writing and return a copy to the grievant and the Association within fifteen (15) days after the conclusion of the meeting.

By mutual agreement, the parties may waive this meeting and the Director or designee shall render a written decision within ten (10) days of execution of the waiver.

(E) Step 4 - Office of Collective Bargaining

If the grievant or the Association is not satisfied with the written answer received at Step 3, within seven (7) days after receipt thereof, the Association may file the grievance and any supporting documentation with the Director of the Office of Collective Bargaining. No hearing shall be held at this Step. The Director of the Office of Collective Bargaining shall review the documents sub-

mitted, issue a decision in writing and return copies to the grievant, the Association, and the Director within twenty (20) days after receipt of the grievance.

(F) Request for Arbitration

If the Association is not satisfied with the answer at Step 4, it may submit the grievance to arbitration under the provisions of Article 6, by filing a written notice with the Director of the Office of Collective Bargaining and a copy to the employing agency Director within fifteen (15) days after receipt of the decision in Step 4.

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 representatives or witnesses, not specifically designated, be in attendance provided that their presence will not interfere with or interrupt normal school or work facility operations.
- (B) A grievant and the Association site representative shall be allowed time off, with pay, 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.

Approved leave with pay shall constitute an automatic time extension to the grievant with respect to such days. 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.

Except as provided above, grievances must be processed timely by the Employer whether or not grievants or Association representatives attend the meetings at each step.

- (B) By mutual consent, the parties may either waive any step or step meeting. 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

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

- (A) An employee who is reduced during the second half of the probationary period following promotion or an employee who is terminated during the second half of the probationary period following original appointment does not have the right to file a disciplinary grievance.
- (B) An employee or an authorized Association representative may file a grievance directly to the Director of the employing agency 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. Upon receipt of the grievance, the 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 Director or designee shall render a decision in writing and return a copy to the grievant and the Association representative within five (5) days after the meeting.

If the Association is not satisfied with the Director's or designee's answer, within ten (10) days of the receipt thereof, the grievance may be submitted to expedited arbitration by written notice to the Director of the Office of Collective Bargaining with a copy to the Director of the employing agency.

5.09 - Reduction in Force Grievance

Grievances which arise under Article 18 shall be filed directly with the Office of Collective Bargaining as stipulated in Sections 18.01 and 18.13.

ARTICLE 6 - ARBITRATION

6.01 - Arbitration Panel

Within thirty (30) days after this Agreement becomes effective, the parties (the Office of Collective Bargaining and the Association) shall select a panel of six (6) arbitra-

tors. 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 or her services are terminated. The arbitrator shall conclude his or her services by settling any grievances previously heard. A successor arbitrator shall be mutually selected by the parties. Within sixty (60) days of the effective date of this Agreement, the parties will mutually agree on a set of rules and regulations for the arbitration.

6.02 - Scheduling of Arbitration

Unless mutually agreed otherwise, requests for arbitration, including expedited arbitration, shall be scheduled within thirty (30) days following the receipt of the request for arbitration. In the event the next arbitrator on the rotation list is unable to convene a hearing within thirty (30) days, the parties shall seek an alternate arbitrator on the list by taking the next arbitrator on the list who can meet the scheduling requirements.

6.03 - 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.

6.04 - 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.

6.05 - 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.

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

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

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

The Employer agrees to compensate at their regular 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.

6.06 - 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. Where such a statement is submitted, the arbitrator's decision shall address itself solely to the issue(s) presented and shall not impose upon either party any restriction or obligation pertaining to any matter raised in the dispute which is not specifically related to the submitted issue(s).

6.07 - 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.

6.08 - Expedited Arbitration Procedure

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

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

- B. The parties agree that there will be only a limited number of witnesses called. Each party will reduce to writing its statement of facts, the names of any witnesses to the incident(s) giving rise to the grievance, and/or any facts surrounding the incidents. The parties will exchange these written statements at least fifteen (15) days prior to the arbitration hearing.
- C. On the day of the hearing, the arbitrator shall consider the arguments of the representative of each party, the written parties' statements, notarized witness statements, and evidence and testimony of witnesses presented at the hearing.
- D. 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 and Personal Safety Subcommittees

The Employer and the Association agree that the health and safety of employees is a matter of great importance.

A joint subcommittee of the Labor/Management Committee may be established to recommend those actions and procedures necessary to insure that the Employer is in compliance with all appropriate health and safety rules and regulations.

This subcommittee may discuss any issues which either party wishes to raise relating to an agency or combination of agencies provided that no agreement may be reached on any matter that would alter in any way the terms of this Agreement. The committee will meet as necessary each calendar year and minutes of said meetings will be made available to employees. The committee will attempt to resolve issues raised.

A joint subcommittee of the Labor/Management Committee will also be formed to address issues of personal safety of employees of the Departments of Mental Retardation and Developmental Disabilities and Rehabilitation and Correction. Each department will constitute a separate subcommittee of no more than three (3) employees and an Association staff representative and no more than three (3) designated representatives of the employing agency. These subcommittees shall exist only during the first year of the Agreement and will meet no more than three (3) times.

These subcommittees will make every effort to resolve the issues raised and may utilize the resources of the Office of Collective Bargaining.

Employees who are subcommittee members will be paid their regular daily 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.

7.02 - First Aid

The employing agencies shall make available personnel trained in first aid. Notification of available personnel shall be posted in work areas of employees.

7.03 - 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.

Insofar as possible, all Association representatives will be trained in procedures to be followed in direct referral to the various community service agencies.

The Employer agrees to 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 or 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.

7.04 - Weather Emergencies

The Employer retains the right to designate employees as essential who are required to report to work during weather emergencies. The Employer agrees to furnish the Association with a list of essential employees and to notify all employees designated essential.

The Employer shall adhere to the provisions outlined in the Weather Emergency memos from the Director, Department of Administrative Services, as dated January 10, 1985, and February 15, 1985.

It is recognized that both parties wish to discuss the continued applicability and scope of the Weather Emergency memos of January 10, 1985, and February 15, 1985. Towards this end, the parties agree to engage in discussions with each other and with any other exclusive representative(s) interested in such discussions. These discussions shall take place as soon as practicable after the implementation of this Agreement, provided that the Employer shall not unilaterally revise these memos without discussions with, and input from, the Association. Notwithstanding the foregoing, should the Employer, during the term of this Agreement, propose to decrease any compensation which an employee is entitled to in a weather emergency, the Employer shall first negotiate such proposal with the Association.

ARTICLE 8 - EVALUATION

8.01 - Evaluation

The Employer and the Association recognize the importance and value of a procedure for assisting and evaluating the performance, progress and success of employees.

The evaluation serves as a structured means of communication between the supervisor and employee and provides the supervisor with an increased awareness of the employee's working conditions, job efficiency, and productivity. The evaluation will provide the employee an opportunity to correct specific performance problems and give the supervisor an opportunity to commend satisfactory and/or outstanding work performance.

8.02 - Evaluation Observation

Employees in the Teacher, Teaching Coordinator and Teacher, Deaf or Blind School classification titles, while serving a probationary period following any original appointment, shall be observed no less than one (1) time in each half of the probationary period for a consecutive period of not less than twenty (20) minutes. The evaluator shall discuss the classroom observation with the employee at a post-observation conference.

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

8.03 - Performance Evaluation Procedures

It is intended that evaluations shall be accurate, fair and non-prejudicial. 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 evaluation only to indicate that he or she has discussed the evaluation with the evaluator and received a copy of the evaluation form as completed by the evaluator. The employee's signature does not necessarily indicate agreement with its content. Refusal of the employee to sign the evaluation at the time of discussion shall constitute waiver of the employee's right to a review of the performance evaluation by the employing agency or the Director of Administrative Services. When an employee refuses to sign the evaluation, the supervisor shall document such refusal on the evaluation form.

Within three (3) calendar days after the employee's receipt of the evaluation form, the employee shall have an opportunity, if desired, to make written comment concerning the evaluation, which comment shall be made on the evaluation form or attached thereto. The evaluation, and any employee comment, shall thereupon be subject to review within the agency. The employee shall receive a copy of the performance evaluation in its final form after this review has been completed.

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, and 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.

If probationary evaluations made during the probationary period following original appointment or promotion document performance deficiencies which are unsatisfactory, the Appointing Authority may take action as stipulated in Article 19, Probationary Period.

Probationary evaluations made during the second half of an original or promotional probationary period need not be signed by the employee for a probationary removal or reduction to be effective.

8.05 - Annual Performance Evaluation

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

8.06 - Annual Performance Evaluation Review

Each agency shall establish procedures providing for the review or modification of annual performance evaluations. The internal review procedures shall include at least two (2) steps:

1. A review by the employee's rater and/or the personnel officer; and
2. A review by the Appointing Authority.

Performance evaluations may be appealed by written request to the Appointing Authority within seven (7) days after receipt by the employee of the evaluation signed by the Appointing Authority. If the employee is not satisfied with the answer of the Appointing Authority, within seven (7) days following the receipt of the answer of the Appointing Authority, the employee may request in writing that the Director of Administrative Services review the performance evaluation. An employee shall not be entitled to such review until he or she has exhausted all available internal review procedures of the employing agency.

An Association site representative will not be granted release time for representation of an employee during an evaluation review by the employing agency or the Director of Administrative Services. However, an Association

site representative may use his or her authorized personal or vacation time for such activities if the internal review procedure of the employing agency allows representation. An Association UniServ Consultant, with prior notification to the Director of Administrative Services, may represent an employee at the Department of Administrative Services' appeal hearing.

Following the completion of the review, the Director of Administrative Services may order:

1. That the evaluation stand unaltered;
2. That all or part of the evaluation be expunged;
3. That the individual ratings be raised or lowered; or
4. Any other appropriate remedy.

The Director shall not alter or expunge a performance evaluation unless the employee establishes by a preponderance of evidence:

- A. That the rater, reviewer or Appointing Authority abused his or her discretion producing an inaccurate, unfair or prejudicial evaluation; or
- B. That the employing agency failed to substantially comply with the terms of this Article and/or order of the Director or with the employing agency's internal procedures in completing or reviewing the performance evaluation.

The decision of the Director of Administrative Services is final and binding and not subject to Articles 5 or 6 of this Agreement.

8.07 - Performance Appraisal Study

The Employer, through the Office of Collective Bargaining, will conduct a performance appraisal study. The objectives of the study will be: 1) to develop an appropriate performance appraisal system which is reliable, relevant and valid; 2) to develop a training program for supervisors; and 3) to develop an implementation monitoring and support services program.

The Association may appoint staff representatives to serve on a committee to discuss the development of the performance appraisal system. The Employer recognizes the need for active Association involvement and will keep the Association apprised of progress and results of the study prior to implementation.

ARTICLE 9 - CLASSROOM CLIMATE

9.01 - Classroom 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.

9.02 - Pupil Personnel Discipline Policies

To provide reasonable support and assistance while appropriately serving the special needs of the varied

populations, the employing agencies will develop work facility policies regarding pupil personnel discipline. Prior to the development or revision of a facility pupil personnel discipline policy, the employing agencies will provide an opportunity for input by the educational staff.

The educational supervisor will meet with the faculty 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 will 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.

ARTICLE 10 - CAREER DEVELOPMENT

10.01 - Career Development

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

Each employee has the responsibility to maintain current certifications required for their present classification title and parenthetical subtitle.

10.02 - Continuing Education Programs

Employing agencies which are certified by the State Board of Education as Continuing Education Grantors will 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. Employees will also be informed of any information the employing agency possesses relative to loans and grants which may assist the employee in career development.

10.03 - Reimbursement/Fee Waivers

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

10.04 - Required Training

If the employing agency requires the employee to attend training sessions, conferences, etc., the employee will be reimbursed as stipulated by existing OBM regulations. The employee shall also be eligible to earn overtime or compensatory time, pursuant to Sections 23.06, 23.07, and 23.08.

ARTICLE 11 - LABOR/MANAGEMENT COMMITTEE

11.01 - Objective

It is the objective of the Employer and the Association to maintain the highest standards of public service and professionalism which is to be fostered by the establishment of a Labor/Management Committee.

11.02 - Labor/Management Committee

The Employer and the Association shall each appoint seven (7) members to the Labor/Management Committee. The purpose of this committee is to provide a means for continuing communication between the parties and for promoting a climate of constructive employee-employer relations. 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. This committee will meet at least biannually and discuss any issues which either party wishes to raise relating to the agency or combination of agencies provided that no agreement may be reached on any matter that would alter in any way the terms of this Agreement. Neither party has an obligation to resolve the issues raised. Persons who are specialists in the subject matter under discussion may be brought into the committee by mutual agreement of the parties. Should either party wish to schedule additional meetings, such meetings shall be at the mutual consent of the parties. Upon mutual agreement of the Labor/Management Committee, additional subcommittees may be formed to meet on issues designated by the Labor/Management Committee.

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

ARTICLE 12 - PERSONNEL FILES

12.01 - Access

Each employee shall have the right to inspect the content of his or her personnel file except material which may not be disclosed in accordance with Chapter 1347 of the Ohio Revised Code, upon request, 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 or 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 which shall be maintained at a location designated by the Appointing Authority who shall advise the Association of such locations within sixty (60) days of ratification of this Agreement 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 or 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 or her objections to the material in question to be placed in the file within thirty (30) days of notification of the employing agency's action.

12.04 - Removal of Documents

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

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

12.05 - Department of Administrative Services' Files

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

ARTICLE 13 - PROGRESSIVE DISCIPLINE

13.01 - Standard

Employees shall only be disciplined or discharged for just cause.

13.02 - Investigatory Meeting

An employee may, 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 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 Appointing Authority plans to initiate a suspension, termination or demotion which is not the result of a job audit, 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 Appointing Authority and shall be scheduled no earlier than three (3) days following the notification to the employee.

At work facilities having no designated site representative, employees may request through their supervisor that a fellow employee accompany him or 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 or her representative, may make a written request to the Appointing Authority 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 Appointing Authority 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 will 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 will be provided with an explanation of the Appointing Authority's evidence, and

an opportunity to present the employee's side of the story. The employee may, but is not required to, respond to the allegations.

The Appointing Authority shall render a written decision within ten (10) days of the conclusion of the conference and transmit the written notification to the employee and the designated Association representative.

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 following system of progressive discipline will be ordinarily followed:

1. Verbal reprimand (with appropriate notation in the employee's official personnel file);
2. Written reprimand;
3. Suspension without pay;
4. Demotion or discharge.

However, more severe discipline may be imposed at any point if, at the Appointing Authority's discretion, the infraction or violation merits more severe action.

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 will be furnished with a copy of the work rules in advance of their effective date. The Association shall designate an address for receipt of this communication.

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

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

14.02 - Uniformity

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

ARTICLE 15 - CLASSIFICATION MODERNIZATION

15.01 - Study

In an effort to modernize the State's classification system, update job specifications, classification classifica-

tions, position descriptions, and provide for a more systematic approach to career development, the Employer shall conduct a study of the current system of classifying and compensating employees commensurate with their duties, responsibilities, education and experience.

This study shall be conducted by a consulting firm selected by the Employer and commence within twelve (12) months from the effective date of this Agreement.

The Association shall be afforded an opportunity to provide input into this study by working with the consultant and the Employer in developing and facilitating the areas of information gathering from the affected employees, methodology to be used, prioritization of the classes to be reviewed, and ways to implement the results.

The Employer shall work with the consultant and the Association to have preliminary costing data by January, 1988. Implementation of findings shall be dependent on availability of funds.

15.02 - Evaluation Committee

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 assigned factors, they will mutually agree to choose a third party knowledgeable in occupations and compensation to serve on this committee. The committee's decision on classification compensation levels shall be binding on both parties.

15.03 - Classification Status

Except through this study or by mutual agreement of the parties, no changes shall be made in classifications or compensation levels assigned to classifications in the bargaining unit.

ARTICLE 16 - POSITION AUDITS

16.01 - Position Audits

The Ohio Department of Administrative Services shall have authority to conduct position audits of employees in conformity with its statutory authority at Section 124.14 (E) of the Ohio Revised Code and under regulations promulgated at Section 123:1-3-01 of the Ohio Administrative Code as these statutory provisions and regulations are applicable to the Department's conduct of position audits except as otherwise may be modified or superseded by the provisions of this Agreement.

16.02 - Position Audit Appeals

The position audit determination rendered by the Ohio Department of Administrative Services is subject to appeal by either the Appointing Authority or the employee with the approval of the Association beginning at

Step 4 of the Grievance Procedure. An appeal from a position audit determination shall be filed no later than thirty (30) days after a party has notice of the audit determination. The State Personnel Board of Review shall lose its jurisdiction to hear position audit appeals from determinations made after the effective date of this Agreement.

16.03 - Effective Date of Classification Change

The effective date of a change in a classification arising from a job audit shall be the first day of the pay period following receipt of the job audit request by the Ohio Department of Administrative Services.

16.04 - Audit Findings of a Lower Classification

The following options are available to an Appointing Authority when the final position audit determination indicates that a position would be properly assigned to a classification with a lower pay range than the classification currently assigned:

1. The employee may be assigned duties which are commensurate with the employee's current classification title;
2. The employee may be offered the opportunity to voluntarily accept a classification change to the lower classification;
3. The employee may be assigned another position having the same classification as the employee's current classification; or
4. The Appointing Authority may abolish the affected position pursuant to the provisions of Article 18 of this Agreement.

ARTICLE 17 - TRANSFERS AND PROMOTIONS

17.01 - Definitions

As used in this Agreement, the following definitions shall apply:

(A) *Vacancy*

A vacancy is a new or existing position in the bargaining unit which the Appointing Authority has determined to fill by transfer, promotion or original appointment. A position for which a recall list exists is not a vacant position.

(B) *Assignment*

An assignment is the particular job to be performed within a work facility as determined by the classification specification and position description.

(C) *Reassignment*

A reassignment is a change of assignment of an employee within either the same classification title or parenthetical subtitle within the same work facility which may be temporary or permanent effected upon the Appointing Authority's initiative. The Appointing Authority 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 or her prior position at the end of the temporary period.

(D) *Transfer*

A transfer is the filling of a vacancy within the same classification title by permanent change in assignment at the employee's request. A transfer may be within the same employing agency or to a different employing agency.

(E) *Promotion*

A promotion is the act of placing an employee either in a position for which the classification title carries a higher salary base rate than previously held or is a position in a higher classification title within a classification series as defined in Section 18.07.

(F) *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.

17.02 - Posting of Vacancies

A job vacancy shall be posted for a minimum of seven (7) consecutive days on official state bulletin boards within the employing agency and at the work facility where the vacancy exists. The Association will upon request be provided with a copy of the posting notice. 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 Appointing Authority will notify all applicants in writing within fourteen (14) days after a selection has been made.

17.04 - Filling of the Vacant Position

The Appointing Authority shall give first consideration to those applicants seeking a promotion into the vacancy. Second consideration shall be given to transfers within the same classification title and parenthetical subtitle.

All timely filed applications shall be considered in the following sequential order: 1) within the facility of the employing agency where the vacancy exists, 2) within the employing agency where the vacancy exists, 3) unit-wide. If no selection is made from these pools of applicants, the Appointing Authority will then consider applicants for original appointment.

The following criteria shall be utilized for consideration when filling vacant positions by transfer or promotion: 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.

This selection process supersedes and voids the provisions of civil service law as to promotions and transfers in the bargaining unit.

ARTICLE 18 - REDUCTION IN THE WORK FORCE

18.01 - Pre-Reduction in Force Action

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 employing agency. 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 employing agency must also inform the Association of the anticipated classification(s) where reductions may occur, the particular position(s) and their appointment types which may be reduced, the names of employee(s) in the classification(s) where the reduction is anticipated with the

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

Either at this meeting or within ten (10) days thereafter, the Association shall be provided an opportunity to challenge the rationale offered and/or to discuss the reduction in force with the employing agency 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 employing agency shall make a final decision as to whether it will effect a reduction in force. Such final decision shall be communicated to the Association. If a reduction in force is to be effected, the employing agency 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 classifications(s) where reduction in force will occur, the particular position(s) and their appointment types, names of employees affected with their seniority and work facility or facilities, vacancies available, and the expected duration of the reduction in force. The Association shall also be provided a complete seniority list of all employees within each facility affected, and the facilities within the county and counties contiguous to each facility affected.

When the employing agency 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 or counties contiguous to the affected facility by means of promotions, transfers, voluntary demotions, 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.

Should the Association disagree with the employing agency's rationale to effect a reduction in force, it may grieve the final decision for a determination of its substantive validity, directly to expedited arbitration at Article 5, Section 5.09. Such a grievance shall be filed by the Association with the Office of Collective Bargaining at Step 4 of the Grievance Procedure within three (3) days of the date the Association receives the final decision from the employing agency. In expedited arbitration, the employing agency bears the burden of proving by a preponderance of the evidence the substantive reason for the proposed reduction in force. Pending the outcome of the expedited arbitration, no reduction in force shall occur.

18.02 - Implementation

If no appeal is received by the Office of Collective Bargaining within the three (3) day time period specified above, the Association waives any and all rights it may possess to arbitrate or appeal the substantive validity of the employing agency's final decision and the employing agency shall proceed to implement the reduction in force.

If the arbitrator affirms the employing agency's final decision, the employing agency 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 and the reduction in force shall proceed by inverse seniority within the classification title and/or parenthetical subtitle and affected appointment type except as provided for in Section 18.05(A)(8) and (A)(9). If both full-time and part-time employees are to be reduced within the same classification title and/or same parenthetical subtitle, all part-time employees within the classification title and/or parenthetical subtitle shall be reduced in force prior to the reduction of full-time employees.

18.04 - Notification of Reduction in Force or Displacement

(A) Notification.

Each employee whose particular position is reduced in force or displaced shall be given advance written notice by the employing agency. Such written notice shall be hand-delivered to the employee at work or mailed by certified mail to the employee's last known address on file within the official personnel file of the 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 or she may have the right to displace another employee and that he or she must exercise his or her displacement rights within five (5) days of the date he or she is notified that he or 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 or 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 employing agency shall prepare and post for inspection in a conspicuous and public place accessible to affected employees a list containing for the work facility of the reduction in force or displacement jurisdiction, the names, dates of appointment, types of appointment, classification, and seniority listing of all employees in the affected classification series and shall indicate thereon which particular positions will be reduced in force. The posting shall also include a statement that employees may volunteer regardless of seniority, to be reduced in force or displaced pursuant to Section 18.11 of this Article with an explanation as to how to submit such a request.

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 or her displacement rights within five (5) days of the date he or she is notified of the reduction in force or displacement. In the order specified in subparagraphs 1-7, full-time employees are to displace first against other full-time employees. After subparagraphs 1-7 have

been applied, full-time employees may displace part-time, interim and intermittent employees as specified in subparagraphs 8 and 9. Part-time employees may only displace other part-time employees. Displacement shall occur in the manner and order specified below:

- (1) Within any available vacancy in the classification title and/or same parenthetical subtitle from which the employee was reduced in force or displaced: first, within the work facility of the reduction or displacement, second, within work facilities within the same county operated by the employing agency implementing the reduction in force or displacement, and third, within work facilities within contiguous counties which are operated by the employing agency implementing the reduction in force or displacement;
- (2) Within any available vacancy in the classification title and different parenthetical subtitle from which the employee was reduced in force or displaced: first, within the work facility of the reduction or displacement, second, within work facilities within the same county operated by the employing agency implementing the reduction in force or displacement, and third, within work facilities within contiguous counties operated by the employing agency implementing the reduction in force or displacement;
- (3) Against the employee with the least state seniority within the same classification title and/or parenthetical subtitle from which the employee was reduced in force or displaced: first, within the work facility of the reduction or displacement, second, within work facilities within the same county operated by the employing agency implementing the reduction in force or displacement, third, within work facilities within contiguous counties operated by the employing agency implementing the reduction in force or displacement;
- (4) Against the employee with the least state seniority in the same classification title from which the employee was reduced in force or displaced and different parenthetical subtitle; first, within the work facility of the reduction or displacement, second, within work facilities within the same county operated by the employing agency implementing the reduction in force or displacement, and third, within work facilities within contiguous counties which are operated by the employing agency implementing the reduction in force or displacement;
- (5) Against the employee with the least state seniority within the next lower classification title to include parenthetical subtitles or successively lower classification titles as set forth in Section 18.07 in which the reduction in force or displacement occurred; first, within the work facil-

ity 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 or she next previously held, and in successive previous classifications, provided that the classification(s) is included within the bargaining unit; first, within the work facility of the reduction or displacement, second, within work facilities within the same county operated by the employing agency implementing the reduction in force or displacement, and third, within work facilities within contiguous counties which are operated by the employing agency implementing the reduction in force or displacement;
- (8) If a full-time employee is unable to exercise displacement rights against another full-time employee under subparagraphs 1-7 above, then the most senior full-time employee may displace in the order specified in subparagraphs 1-7 the least senior part-time employee even if the part-time employee has more seniority than the full-time employee. However, a full-time employee may waive the right to displace a part-time employee without adversely affecting the full-time employee's right to recall;
- (9) If a full-time employee is unable to exercise displacement rights against another full-time employee under subparagraphs 1-7 above, and is unable or unwilling to exercise displacement rights against a part-time employee under subparagraph 8 above, then the most senior full-time employee may elect to displace in the order specified in subparagraphs 1-7 first, the least senior interim employee at the work facility only and secondly, the least senior intermittent employee at the work facility only even if

the interim or intermittent employee has more seniority than the full-time employee exercising displacement rights. A full-time employee may waive his or her right to displace an interim employee without prejudicing his or 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 base rate 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 or 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.

18.07 - Classification Series

The following classification series are established for purposes of displacement and recall. Classifications are listed in inverse order for purposes of displacement and recall.

69621	Teacher (including parenthetical subtitles)
30121	Teaching Coordinator
69621	Teacher (including parenthetical subtitles)
69761	Guidance Counselor
64311	Librarian 1 (including parenthetical subtitles)
64312	Librarian 2 (including parenthetical subtitles)
64315	Library Consultant
69651	Education Specialist 1
69652	Education Specialist 2
69681	Peripatologist 1
69682	Peripatologist 2

18.08 - Displacement List

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

18.09 - Employees on Leave

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

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

18.10 - Displacement Compensation

An employee exercising his or her displacement rights shall be paid according to either the pay range assigned at Section 21.07 or according to the salary index at Section 21.01 based upon the classification title into which the employee displaced. Under Section 21.07, 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 or her previous classification. If the rate the employee was assigned in his or 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 21.01, the employee shall be assigned to the rate of pay attained paid pursuant to Section 21.01 prior to displacement.

18.11 - Voluntary Reduction in Force

When the employing agency determines to reduce the work force, employees within the affected classification titles to include parenthetical subtitles may volunteer in writing to be reduced in force or displaced ("laid-off") without consideration of seniority. If granted, the employing agency shall report to the Bureau of Employment Services that it has "laid-off" the employee and shall not contest the employee's eligibility for unemployment compensation. Nothing in this section shall be

construed to constitute a waiver of such employee's recall rights unless the employee voluntarily waives such recall rights in writing. The fourteen (14) days notice requirement of reduction in force as indicated in Section 18.04 shall be waived for employees granted voluntary reduction in force. Should any employee's request for voluntary reduction in force be granted by the employing agency, the most senior names on the reduction in force list shall be deleted accordingly in direct number to the number of employees granted voluntary layoff.

18.12 - Recall Rights and Procedures

During the two (2) year period following the reduction in force or displacement, the employing agency shall not hire, transfer, or promote any person into a classification title and/or parenthetical subtitle in a facility operated by the employing agency for which a recall list exists.

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

A. Recall Rights

- (1) Recall rights shall exist statewide within the employing agency in which the reduction in force or displacement occurred. Within five (5) days of the notification of the reduction in force, the employee who is subject to recall may select the counties in which he/she is willing to accept recall. If no counties are designated, the employee shall be placed on the agency statewide recall list.
- (2) Within five (5) days of the notification of the reduction in force or displacement, the employee who is qualified for reinstatement in two (2) or more parenthetical subtitles may select in writing the parenthetical subtitles for which the employee wishes to be recalled. If the employee makes no selection, then the employee shall only be placed on the recall list for the classification and parenthetical subtitle held at the time of the reduction or displacement.
- (3) Each agency which has implemented a reduction in force shall prepare recall lists of all employees displaced or reduced as a result of a reduction in force. Such recall lists will be by classification and parenthetical subtitles and will include the employee's seniority, appointment type, and the counties to which the employee wishes to be recalled. Employees who have been reduced in force or displaced to a classification title and different parenthetical subtitle, or a lower classification title in their classification series shall be placed on recall lists for each classification in the classification series equal to or lower than the classification in which the employee was employed at the time of reduction or displacement.
- (4) The reduced in force employee or an employee who exercised displacement rights with the most seniority shall be the first recalled to a position

within the specific classification title and/or parenthetical subtitle which the employee held at the time of reduction in force or displacement, or into any classification in which displacement occurred, provided that the recalled employee is currently fully qualified for the position as established by the classification specification. If the employee displaces outside his or 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 or 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 or 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 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 or she has right to recall in his or 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 recall rights must at the time of notification of recall, verify with appropriate documents to the employing agency, 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 employing agency of his or 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 employing agency 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 directly to Step 4 of the grievance procedure 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 employing agency agrees to assist the employee by offering the employee career counseling and resume writing services and/or job retraining services.

18.16 - Group Benefit Participation

The Employer shall permit reduced in force employees the option of continued participation in the employee's health plan for one (1) year after reduction in force provided the affected employee meets the following eligibility requirements: 1) the employee has been continuously covered by a group health insurance for a period of three (3) months prior to the reduction in force; 2) the employee is entitled to unemployment compensation benefits; 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 or 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 applies only to group health insurance and does not apply to life, dental or vision insurances.

ARTICLE 19 - PROBATIONARY PERIOD

19.01 - Probationary Period Duration

Each employee in the bargaining unit shall serve a probationary period of five (5) months following any original appointment or promotion.

19.02 - Original Probationary Period

Employees serving a probationary period following any original appointment may be terminated by the Appointing Authority for just cause in the first half of the

probationary period and for unsatisfactory performance in the second half of the probationary period.

19.03 - Promotional Probationary Period

An employee serving a probationary period following a promotion shall not be reduced for unsatisfactory performance during the first half of the probationary period. If the evaluations as stipulated in Article 8 of this Agreement document performance deficiencies which are unsatisfactory, employees serving a probationary period following a promotion may be reduced during the second half of the probationary period to the classification title held prior to the promotion. Upon such reduction, the employee's salary shall be the same received prior to promotion, except for changes in pay that may have occurred or any increase to which the employee would have been entitled in the lower classification title.

19.04 - Probationary Separation or Reduction

The parties expressly agree that probationary terminations following original appointment are grievable during the first half of the probationary period but not subject to the grievance procedure during the second half of the probationary period. Reduction of an employee who is serving in the second half of a probationary period following a promotion is not subject to the grievance procedure.

Further, the parties expressly agree that under no circumstances shall any employee serving a probationary period following an original appointment or promotion have any right to appeal a termination or reduction to the State Personnel Board of Review.

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, political subdivisions or public libraries or public library districts dating back to the employee's first date of hire;
- (B) Agency seniority is defined as the total length of continuous service which an employee has in the employ of the employing 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 the uninterrupted service of an employee as calculated by days of service. Continuous service shall be interrupted only when a "break in service" occurs.

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.

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 not receive continuous service credit for the time spent during the "break in service"; however, the employee shall receive continuous service credit except for the period of time in which the "break in service" occurred for purposes of continuous service credit.

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 available this quarterly seniority list for review by employees. The Employer also agrees to explore means to make available state and agency seniority information on employees' paycheck stubs.

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 - Teacher, Teaching Coordinator, Educational Specialist 1, Educational Specialist 2, Student Services Counselor, and Guidance Counselor

Effective with the pay period which includes July 1, 1986, employees in the classification titles of Teacher, Teaching Coordinator, Educational Specialist 1, Educational Specialist 2, Student Services Counselor, 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:

1. 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.
2. BA (column) - Attainment of a Bachelor's Degree or less.
3. BA + 20 (column) - Attainment of at least a Bachelor's Degree and twenty (20) additional quarter hours but less than a Master's Degree.
4. MA (column) - Attainment of at least a Master's Degree but less than a Master's Degree and thirty (30) additional post-graduate quarter hours.
5. MA + 30 (column) - Attainment of at least a Master's Degree and thirty (30) additional post-graduate quarter hours.
6. Each employee paid prior to the implementation of this Agreement on pay range thirty (30) shall be placed no less than on the MA column.
7. 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.

Effective with the pay period which includes July 1, 1986, the base rate shall be the larger of \$16,700, or eighty-eight percent (88%) of the state minimum teacher's salary schedule base prorated under the provisions of Section 3317.13 of the Ohio Revised Code in effect on July 1, 1986. (The state minimum teacher's salary schedule base will be multiplied by one-hundred twenty-seven percent (127%) to accomplish proration.) However, the employees' average aggregate increase will be equal to seven percent (7%) effective with the pay period that includes July 1, 1986 and the average aggregate increase will be equal to an additional five percent (5%), effective with the pay period which includes January 1, 1987.

The Association and the Office of Collective Bargaining will agree to the specifics for the implementation of the fiscal year 1987 pay increase prior to July 1, 1986. The implementation procedure may include one aggregate adjustment which would equal the total of the two increases.

Effective with the pay period which includes July 1, 1987, the base rate shall be the larger of \$17,800 or ninety-four percent (94%) of the state minimum teacher's salary schedule base prorated under the provisions of Section 3317.13 of the Ohio Revised Code in effect on July 1, 1987.

Effective with the pay period which includes July 1, 1988, the base rate shall be the larger of \$18,900 or one hundred percent (100%) of the state minimum teacher's salary schedule base prorated under the provisions of Section 3317.13 of the Ohio Revised Code in effect on July 1, 1988.

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 × Base Rate

21.02 - Librarian 1, Librarian 2

Employees in the classification title of Librarian 1 without a Master's Degree shall be assigned to pay range 8. In recognition of educational attainment, employees in the classification title of Librarian 1 with at least a Master's Degree shall be assigned to pay range 9; employees in the classification title of Librarian 2 with at least a Master's Degree shall be assigned to pay range 10. For employees newly hired after July 1, 1986 to be assigned to pay range 9 within the classification of Librarian 1 or to be assigned to pay range 10 within the classification of Librarian 2, the employee must possess at the time of hire or attain while so classified a Master's Degree in Library Science from an accredited college or university.

21.03 - Library Consultant, Peripatologist 1 and Peripatologist 2

Employees in the classification titles of Library Consultant and Peripatologist 1 shall be assigned to pay range 11. Employees in the classification title of Peripatologist 2 shall be assigned to pay range 12.

Effective with the pay period that includes July 1, 1986, said employees will receive a lump sum payment of four hundred fifteen dollars (\$415).

21.04 - Teachers Deaf or Blind Schools

Employees in the classification title of Teacher, Deaf 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.

21.05 - Application

During the term of this Agreement, no employee paid under Section 21.01 shall receive a decrease in compensation which is less than that received prior to the adoption of this Agreement.

21.06 - Supplements

Employees who are paid under Section 21.01 and 21.04 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 21.02 and 21.03 shall only be entitled to receive a longevity supplement pursuant to Section 124.181 (E) of the Ohio Revised Code.

21.07 - Pay Schedule

Effective with the pay period which includes July 1, 1986, employees in the classification titles listed in Sections 21.02 and 21.03 shall be subject to the following initial step assignment for pay increases. Employees at Step 1 of the old pay range shall be assigned to Step 1 of the new pay range. Employees at Steps 2 and 3 of the old pay range shall be assigned to Step 2 of the new pay range. Employees who are at Step 2 of the old pay range and who are assigned to Step 2 of the new pay range shall have their step date changed to the first day of the pay period which includes July 1, 1986, and shall not advance to Step 3 until twelve (12) months from that date. Employees at Steps 4, 5, 6, and 7 of the old pay range shall be assigned to Steps 3, 4, 5, and 6 of the new pay range respectively.

Any employee who has completed a probationary period and any employee hired on or after July 1, 1986, shall upon satisfactory completion of one (1) year of service in his or her classification title be advanced to the succeeding step of the new pay range. Any employee hired prior to this date, who has not completed a probationary period, shall advance to the succeeding step of his or her pay range beginning on the first day of the pay period within which the employee satisfactorily completes the prescribed probationary period in effect prior to this Agreement.

An employee who is promoted to a classification title shall be placed into a step which will guarantee him or her a minimum of four percent (4%).

Effective with the pay period which includes July 1, 1986, employees shall be paid in accordance with the following pay schedule:

Pay Range	Rate Type	Step 01	Step 02	Step 03	Step 04	Step 05	Step 06	Step 07
08	Hourly	\$8.02	\$8.27	\$8.56	\$8.88	\$9.23	\$9.61	
	Bi-Weekly	\$641.60	\$661.60	\$684.80	\$710.40	\$738.40	\$768.80	
	Annual	\$16,682	\$17,202	\$17,805	\$18,470	\$19,198	\$19,989	
09	Hourly	\$8.56	\$8.88	\$9.23	\$9.61	\$10.06	\$10.51	
	Bi-Weekly	\$684.80	\$710.40	\$738.40	\$768.80	\$804.80	\$840.80	
	Annual	\$17,805	\$18,470	\$19,198	\$19,989	\$20,925	\$21,861	
10	Hourly	\$9.23	\$9.61	\$10.06	\$10.51	\$10.98	\$11.54	
	Bi-Weekly	\$738.40	\$768.80	\$804.80	\$840.80	\$878.40	\$923.20	
	Annual	\$19,198	\$19,989	\$20,925	\$21,861	\$22,838	\$24,003	
11	Hourly	\$10.06	\$10.51	\$10.98	\$11.54	\$12.10	\$12.69	
	Bi-Weekly	\$804.80	\$840.80	\$878.40	\$923.20	\$968.00	\$1,015.20	
	Annual	\$20,925	\$21,861	\$22,838	\$24,003	\$25,168	\$26,395	
12	Hourly	\$10.98	\$11.54	\$12.10	\$12.69	\$13.31	\$13.95	\$14.64
	Bi-Weekly	\$878.40	\$923.20	\$968.00	\$1,015.20	\$1,064.80	\$1,116.00	\$1,171.20
	Annual	\$22,838	\$24,003	\$25,168	\$26,395	\$27,685	\$29,016	\$30,451

Effective with the pay period which includes January 1, 1987, employees shall be paid in accordance with the following pay schedule:

Pay Range	Rate Type	Step 01	Step 02	Step 03	Step 04	Step 05	Step 06	Step 07
08	Hourly	\$8.42	\$8.69	\$8.99	\$9.33	\$9.69	\$10.09	
	Bi-Weekly	\$673.60	\$695.20	\$719.20	\$746.40	\$775.20	\$807.20	
	Annual	\$17,514	\$18,075	\$18,699	\$19,406	\$20,155	\$20,987	
09	Hourly	\$8.99	\$9.33	\$9.69	\$10.09	\$10.56	\$11.04	
	Bi-Weekly	\$719.20	\$746.40	\$775.20	\$807.20	\$844.80	\$883.20	
	Annual	\$18,699	\$19,406	\$20,155	\$20,987	\$21,965	\$22,963	
10	Hourly	\$9.69	\$10.09	\$10.56	\$11.04	\$11.53	\$12.12	
	Bi-Weekly	\$775.20	\$807.20	\$844.80	\$883.20	\$922.40	\$969.60	
	Annual	\$20,155	\$20,987	\$21,965	\$22,963	\$23,982	\$25,210	
11	Hourly	\$10.56	\$11.04	\$11.53	\$12.12	\$12.71	\$13.32	
	Bi-Weekly	\$844.80	\$883.20	\$922.40	\$969.60	\$1,016.80	\$1,065.60	
	Annual	\$21,965	\$22,963	\$23,982	\$25,210	\$26,437	\$27,706	
12	Hourly	\$11.53	\$12.12	\$12.71	\$13.32	\$13.98	\$14.65	\$15.37
	Bi-Weekly	\$922.40	\$969.60	\$1,016.80	\$1,065.60	\$1,118.40	\$1,172.00	\$1,229.60
	Annual	\$23,982	\$25,210	\$26,437	\$27,706	\$29,078	\$30,472	\$31,970

Effective with the pay period which includes July 1, 1987, employees shall be paid in accordance with the following pay schedule:

Pay Range	Rate Type	Step 01	Step 02	Step 03	Step 04	Step 05	Step 06	Step 07
08	Hourly	\$8.76	\$9.04	\$9.35	\$9.71	\$10.08	\$10.50	
	Bi-Weekly	\$700.80	\$723.20	\$748.00	\$776.80	\$806.40	\$840.00	
	Annual	\$18,221	\$18,803	\$19,448	\$20,197	\$20,966	\$21,840	
09	Hourly	\$9.35	\$9.71	\$10.08	\$10.50	\$10.99	\$11.49	
	Bi-Weekly	\$748.00	\$776.80	\$806.40	\$840.00	\$879.20	\$919.20	
	Annual	\$19,448	\$20,197	\$20,966	\$21,840	\$22,859	\$23,899	
10	Hourly	\$10.08	\$10.50	\$10.99	\$11.49	\$12.00	\$12.61	
	Bi-Weekly	\$806.40	\$840.00	\$879.20	\$919.20	\$960.00	\$1,008.80	
	Annual	\$20,966	\$21,840	\$22,859	\$23,899	\$24,960	\$26,229	
11	Hourly	\$10.99	\$11.49	\$12.00	\$12.61	\$13.22	\$13.86	
	Bi-Weekly	\$879.20	\$919.20	\$960.00	\$1,008.80	\$1,057.60	\$1,108.80	
	Annual	\$22,859	\$23,899	\$24,960	\$26,229	\$27,498	\$28,829	
12	Hourly	\$12.00	\$12.61	\$13.22	\$13.86	\$14.54	\$15.24	\$15.99
	Bi-Weekly	\$960.00	\$1,008.80	\$1,057.60	\$1,108.80	\$1,163.20	\$1,219.20	\$1,279.20
	Annual	\$24,960	\$26,229	\$27,498	\$28,829	\$30,243	\$31,699	\$33,259

Effective with the pay period which includes July 1, 1988, employees shall be paid in accordance with the following pay schedule. Employees shall be placed in a step which guarantees a four percent (4%) increase.

Pay Range	Rate Type	Step 01	Step 02	Step 03	Step 04	Step 05	Step 06	Step 07
08	Hourly	\$9.11	\$9.40	\$9.72	\$10.10	\$10.48	\$10.92	
	Bi-Weekly	\$728.80	\$752.00	\$777.60	\$808.00	\$838.40	\$873.60	
	Annual	\$18,949	\$19,552	\$20,218	\$21,008	\$21,798	\$22,714	
09	Hourly	\$9.72	\$10.10	\$10.48	\$10.92	\$11.43	\$11.95	
	Bi-Weekly	\$777.60	\$808.00	\$838.40	\$873.60	\$914.40	\$956.00	
	Annual	\$20,218	\$21,008	\$21,798	\$22,714	\$23,774	\$24,856	
10	Hourly	\$10.48	\$10.92	\$11.43	\$11.95	\$12.48	\$13.11	
	Bi-Weekly	\$838.40	\$873.60	\$914.40	\$956.00	\$998.40	\$1,048.80	
	Annual	\$21,798	\$22,714	\$23,774	\$24,856	\$25,958	\$27,269	
11	Hourly	\$11.43	\$11.95	\$12.48	\$13.11	\$13.75	\$14.41	
	Bi-Weekly	\$914.40	\$956.00	\$998.40	\$1,048.80	\$1,100.00	\$1,152.80	
	Annual	\$23,774	\$24,856	\$25,958	\$27,269	\$28,600	\$29,973	
12	Hourly	\$12.48	\$13.11	\$13.75	\$14.41	\$15.12	\$15.85	\$16.63
	Bi-Weekly	\$998.40	\$1,048.80	\$1,100.00	\$1,152.80	\$1,209.60	\$1,268.00	\$1,330.40
	Annual	\$25,958	\$27,269	\$28,600	\$29,973	\$31,450	\$32,968	\$34,590

ARTICLE 22 - EXTRACURRICULAR ACTIVITY PROGRAMS

22.01 - Compensation for Employees

Employees other than teachers, Deaf or Blind School, who volunteer and are responsible for specific extracurricular activity programs shall receive compensation for those hours worked in excess of their normal schedule. Such compensation shall be made according to the following schedule until the maximum compensation is reached regardless of the actual number of hours worked:

A. Effective July 1, 1986 thru December 31, 1986

Years of Service Employee	Hourly Payment Per Activity	Maximum Payment for Any Activity
0-1	8.02	834.10
1-2	8.27	860.10
2-3	8.56	890.25
3-4	8.88	923.50
4-5	9.23	959.90
5-6	9.81	1020.30
6-7	9.85	1024.40
7-8	9.89	1028.60
8-9	9.93	1032.70
9-10	9.97	1036.90
10-11	10.01	1041.05
11-12	10.05	1045.20
12-13	10.09	1049.40
13-14	10.13	1053.50
14-15	10.17	1057.85
15-16	10.21	1062.00
16-17	10.25	1066.15
17-18	10.29	1070.35
18-19	10.33	1074.50
20 +	10.37	1078.70

B. Effective January 1, 1987 thru December 31, 1987

Years of Service Employee	Hourly Payment Per Activity	Maximum Payment for Any Activity
0-1	8.42	875.70
1-2	8.69	903.75
2-3	8.99	934.95
3-4	9.33	970.30
4-5	9.69	1007.75
5-6	10.30	1071.25
6-7	10.34	1075.40
7-8	10.38	1079.50
8-9	10.43	1084.70
9-10	10.47	1088.90
10-11	10.51	1093.15
11-12	10.55	1097.50
12-13	10.60	1101.90
13-14	10.64	1106.55
14-15	10.68	1110.65
15-16	10.72	1115.05
16-17	10.76	1119.40
17-18	10.81	1123.80
18-19	10.85	1128.15
19-20	10.89	1132.55

C. Effective January 1, 1988 thru June 30, 1989

Years of Service Employee	Hourly Payment Per Activity	Maximum Payment for Any Activity
0-1	9.20	956.80
1-2	9.60	998.40
2-3	10.03	1043.10
3-4	10.46	1087.85
4-5	10.92	1135.70
5-6	11.15	1159.60
6-7	11.20	1164.40
7-8	11.24	1169.15
8-9	11.29	1173.95
9-10	11.33	1178.75
10-11	11.38	1183.50
11-12	11.43	1188.30
12-13	11.47	1193.11
13-14	11.52	1197.85
14-15	11.56	1202.65
15-16	11.61	1207.45
16-17	11.66	1212.20
17-18	11.70	1217.00
18-19	11.75	1221.80
19-20	11.79	1226.60

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

Teachers at the Schools for the Deaf or Blind who volunteer and are responsible for specific extracurricular activity programs shall receive compensation for such duties in accordance with the following schedule:

Duty	Compensation Effective		
	Sept. 1, 1986 Compensation	Sept. 1, 1987 Compensation	Sept 1, 1988 Compensation
Athletic Director	\$1,500	5% increase	5% increase
Varsity Basketball (B&G)	2,000	5% increase	5% increase
Varsity Track (B&G)	1,300	5% increase	5% increase
Varsity Soccer (B)	1,500	5% increase	5% increase
Varsity Swimming	1,800	5% increase	5% increase
Varsity Wrestling (B)	1,500	5% increase	5% increase
Varsity Volleyball (G)	1,300	5% increase	5% increase
Varsity Cheerleading (G)	1,500	5% increase	5% increase
Jr. Var. Basketball (B)	1,300	5% increase	5% increase
Jr. High Basketball (B)	1,300	5% increase	5% increase
Jr. Var. Wrestling (B)	1,000	5% increase	5% increase
Jr. Var. Swimming	1,000	5% increase	5% increase
Jr. Var. Cheerleading	1,000	5% increase	5% increase
Yearbook	900	5% increase	5% increase
Faculty Manager	500	5% increase	5% increase
Key Club	500	5% increase	5% increase
State Fair	40 hrs.*	40 hrs.*	40 hrs.*
Vocational Ed. Coord.	40 hrs.*	40 hrs.*	40 hrs.*
Elementary	40 hrs.*	40 hrs.*	40 hrs.*
Special Service	40 hrs.*	40 hrs.*	40 hrs.*
High School Coord.	40 hrs.*	40 hrs.*	40 hrs.*
Educational Clinic	80 hrs.*	80 hrs.*	80 hrs.*
Psychologist	160 hrs.*	160 hrs.*	160 hrs.*
Dept. Chairperson (OSD only)	40 hrs.*	40 hrs.*	40 hrs.*

* Employees will be compensated at their hourly rate calculated based on twenty-six (26) biweekly pay periods.

22.03 - Supplemental Contracts

Employees who volunteer and are responsible for specific extracurricular activity programs 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.

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 or 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.

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 or she shall receive additional compensation for time worked at regular 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 ad-

ditional compensation for the time they are required to perform non-planning duties during the scheduled forty-five (45) minute period at their regular 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 or her regular 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

Employees within the classification titles of Teacher, Teaching Coordinator, Teacher, Deaf or Blind School, Librarian 1, Librarian 2, Education Specialist 1, Education Specialist 2 and Student Services Counselor shall be compensated for any authorized hours in active pay status beyond forty (40) hours in a calendar week at the rate of one and one-half (1½) 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.

An employee may elect to take compensatory time in lieu of cash payment for overtime. 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 is of an emergency nature. Compensatory time must be taken at a time mutually agreeable to the employee and the supervisor.

23.07 - Compensatory Time

Employees within the classification titles of Library Consultant, Guidance Counselor, Peripatologist 1, and Peripatologist 2 shall only receive compensatory time credit. Compensatory time credit shall be calculated at the rate of one and one-half (1½) 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.

23.08 - Exclusion of Travel Time from Overtime or Compensatory Time

With reference to Sections 10.04, 23.06 and 23.07, one-half (½) 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 or her work site prior to engaging in the travel; likewise, one-half (½) 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 or 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. 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 regular 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 developing and maintaining a school calendar, the Association shall be afforded an opportunity, through its UniServ Consultant or site representative, for input so that the concerns of employees may be considered.

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 21.02 and 21.03 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 base 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 or 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 Office of Collective Bargaining 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 or her seniority and grievance rights within the bargaining unit for the period of their assignment and shall also be subject to Article 4 of this Agreement. An employee cannot act in the capacity of an Association official or site representative while serving in a position excluded from the bargaining unit.

ARTICLE 25 - SERVICE CREDIT

25.01 - Service Credit

Employees hired prior to the effective date of this Agreement shall maintain their service credit calculated as total service with the state or any of its political subdivisions.

Employees who are originally appointed on or after the effective date of this Agreement 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.

ARTICLE 26 - SICK LEAVE

26.01 - Definitions

- (A) "Base pay period" means the pay period that includes the first day of December;
- (B) "Pay period" means the fourteen (14) day period of time during which the payroll is accumulated consisting of two (2) consecutive work weeks;
- (C) "Active pay status" means the conditions under which an employee is eligible to receive pay, and in-

cludes, but is not limited to paid leave such as, vacation leave, sick leave and personal leave;

- (D) "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.

26.02 - Sick Leave Credit

An employee shall receive sick leave credit according to the employee's appointment type as follows:

(A) Full-Time Employees.

All full-time employees shall receive eighty (80) hours per year subject to the following:

- (1) If the employee is in active pay status as of the beginning of the base pay period such credit will be made the first day of the base pay period;
- (2) If the employee is in no pay status as of the beginning of the base pay period, or is newly appointed subsequent to the base pay period, such credit will be reduced by 3.1 hours for each pay period subsequent to the base pay period and prior to the first day of the pay period during which the employee returns to active pay status.
- (3) If the employee separates or becomes other than full-time during the year, such credit shall be reduced to 3.1 hours for each pay period subsequent to the pay period in which the employee's status changes and prior to the next base pay period. Such reduction shall not exceed the employee's annual credit balance as of the date of the change in status.

(B) Part-Time Employees.

A part-time employee shall receive 3.1 hours of sick leave credit for each eighty (80) hours in active pay status.

26.03 - Charge of Sick Leave

Sick leave used shall be charged in minimum units of one-half (1/2) 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 regular rate of pay.

26.05 - Notification for Use of Sick Leave and Notification for Extended Sick Leave

(A) Notification.

An employee who is unable to report for work, and who is not on a previously approved day of vacation, sick leave or personal leave of absence shall be responsible for notifying the employee's im-

mediate supervisor or other individuals designated by the Appointing Authority that he or she will be unable to report for work. The notification must be made no later than one-half (1/2) hour after the time the employee is scheduled to work, unless emergency conditions prevent such notification. If operational needs of a work facility require a different notification time, the Appointing Authority, may establish a reasonable notification time requirement not to exceed one (1) hour prior to the time the employee is scheduled to work. The Appointing Authority shall be responsible for informing all employees of the applicable notification policy.

(B) Notification for extended sick leave.

In the case of a condition exceeding seven (7) consecutive calendar days, a physician's statement specifying the employee's inability to report to work and the probable date of recovery may be 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 or her supervisor or other individual designated by the Appointing Authority at the start and termination of such period of convalescence.

26.06 - Sick Leave Uses, Evidence of Use and Abuse

(A) Uses.

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

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

(B) Evidence of use.

Each Appointing Authority may require an employee to furnish a satisfactory written, signed

statement to justify the use of sick leave. If professional medical attention is required by the employee or a member of the employee's immediate family, a certificate from a licensed physician stating the nature of the condition may be required by the Appointing Authority to justify the use of sick leave. Falsification of either the signed statement or a physician's certificate shall be grounds for disciplinary action which may include dismissal.

(C) Abuse.

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

26.07 - Inadequate Sick Leave

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

26.08 - Conversion or Carry Forward of Sick Leave Credit 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 or personal leave credit at year's end. For purposes of this Article the term "year's end" means the last day of the pay period preceding the base pay period.

(1) Sick leave credit conversion or carry forward.

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

(a) Carry forward the balance of sick leave credit;

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

(c) Carry forward a portion of the balance of sick leave credit and receive a cash benefit conversion of a portion of the sick leave credit.

(2) Personal leave credit conversion or carry forward.

Employees who are credited with personal leave pursuant to Article 27 shall have at year's end the following options with regard to the unused portion of personal leave credit:

(a) Carry forward the balance of personal leave credit up to a maximum of sixteen (16) hours;

(b) Convert the balance of personal leave to accumulate sick leave to be used in the manner provided in Article 27;

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

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

(A) The options for conversion of sick leave credit listed in paragraphs (A) (1) (b) and (A) (1) (c) of Section 26.08 can only be utilized for sick leave credited to an employee in the year in which the credit is given;

(B) All sick leave credit 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 sick leave credit;

(C) Any employee who separates from service during the year shall not be eligible under this rule for cash conversion benefit of the unused sick leave credit;

(D) Any cash benefit conversions of sick leave or personal 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;

(E) An employee eligible to receive a cash benefit conversion of sick leave credit or personal leave credit at year's end must indicate the desire to convert any sick leave or personal 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 and Personal Leave Credit Upon Separation from Service

(A) An employee shall be entitled, upon separation for any reason, to a cash conversion benefit for unused sick leave and personal leave credit 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 accumu-

lated 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 or her sick leave credit accumulation that he or she desires to convert to cash. If an employee designates a percentage or portion less than the total of his or her accumulated sick leave credit, the percentage or portion of the accumulated sick leave credit not converted may be reinstated to the employee's sick leave credit 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 credit he or she desires to convert to the cash benefit, the entire amount of sick leave credit accumulation shall be converted to cash benefit;

(4) Payment.

Payment for that percentage or portion of sick leave credit 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.

26.11 - Conversion to Cash Benefit of Accumulated Personal Leave Credit

- (A) An employee who has accumulated personal leave credit under the provisions of Article 27 shall be entitled upon separation of service to a cash benefit conversion for all accumulated personal leave credit;
- (B) Payment for accumulated unused personal leave credit shall be at a rate equal to an employee's regular rate of pay at time of separation;
- (C) Notification of option to convert sick leave and personal leave credits. Appointing Authorities shall be responsible for notifying in writing employees of their right to convert sick leave credits and personal leave credits upon separation;
- (D) Reemployment or reinstatement during leave year. If an employee, who has separated from state service and has received cash benefits for personal leave credit pursuant to the provisions of this Section is reinstated or reemployed in state service he or she

shall not be granted reinstatement or personal leave credit converted to cash benefit nor will the employee be entitled to any additional personal leave credit before the next base pay period.

26.12 - Transfer of Sick Leave Credit, Restoration of Sick Leave Credit and Conversion to Cash Benefit Sick Leave Credit Upon Retirement or Death of an Employee

- (A) An employee who has transferred from one employing agency to another shall be credited with his or 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 or her credit upon reemployment in any state agency, board, commission or department paid directly by warrant of the Auditor of State 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) 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 or her estate.

26.13 - Sick Leave Administration Policy

The Association and the Employer through the Office of Collective Bargaining will jointly develop a systematic approach toward the administration and use of sick leave. This approach will have primary emphasis on the maintenance of good health of employees, and will provide systematic standards of notification for sick leave usage and for progressive discipline if sick leave is abused. This policy will be implemented no later than January 1, 1987 upon the mutual agreement of the parties unless the date is mutually extended by the parties.

26.14 - Special Sick Leave Conversion

An employee may exercise an option to convert accumulated but unused sick leave which has been credited prior to the base period of the previous year in the pay periods which include September 1, 1986, July 1, 1987 and July 1, 1988. A maximum of forty (40) hours may be

converted to a cash benefit at the employee's regular rate of pay at time of conversion, at the rate of one (1) hour of pay for each two (2) hours accumulated. This special conversion option may be exercised within the time frame specified by the State and payable to an employee who exercises this special conversion option in the pay periods which include the dates set forth above.

26.15 - Proration of Initial Sick Leave Increase

Between July 1, 1986 and the base pay period in December 1986, additional days shall be prorated in accordance with the provisions of this Article.

ARTICLE 27 - PERSONAL LEAVE

27.01 - Eligibility for Personal Leave

Each full-time employee shall be eligible for personal leave with pay.

27.02 - Credit of Personal Leave

1. Each full-time employee shall be credited with twenty-four (24) hours of personal leave each year. Such credit shall be made to each employee beginning on the first day of the base pay period as defined at Section 26.01(A).
2. Each person who receives a full-time appointment subsequent to the base pay period shall be credited with twenty-four (24) hours of personal leave less nine-tenths of an hour for each pay period subsequent to the base pay period and prior to the pay period during which the appointment was made.

27.03 - Compensation

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

27.04 - Charge of Personal Leave

Approved personal leave which is used by an employee shall be charged in minimum units of one (1) hour and deducted from the unused balance of the employee's personal leave on the basis of one (1) hour for every 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 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 Credit at Year's End

An employee shall have, pursuant to the following provisions, the option to convert to cash or carry forward the balance of any unused personal leave at year's end. For purposes of this section the term "year's end" means the last day of the pay period preceding the base pay period.

- (A) Carry forward the balance of personal leave up to a maximum of sixteen (16) 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 of the employee's regular rate of pay for every one (1) hour of unused credit that is converted.

An employee eligible to receive a cash conversion of personal leave credit at year's end must indicate his or 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 Credit Upon Separation From Service

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

An employee who has accumulated personal leave under the provisions of this Article shall be entitled to, upon separation of service, a cash conversion for all accumulated personal leave, less nine-tenths of an hour for each pay period that remains beginning with the first pay period following the date of separation until the pay period preceding the next base pay period.

Payment for accumulated unused personal leave credit shall be at a rate equal to an employee's regular rate of pay.

The Director of each department shall be responsible for notifying in writing employees of their right to convert personal leave credits upon separation.

If an employee, who has separated from state service and has received cash benefits for personal leave credit pursuant to the provisions of this Article, is reinstated or reemployed in state service he or she shall not be granted reinstatement of personal leave credit converted

to a cash benefit nor will the employee be entitled to any additional personal leave credit before the next base pay period.

27.09 - Transfer of Personal Leave Credit

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

27.10 - Death of an Employee

Payment of accumulated 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

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

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

(B) Standards and Procedures

Those provisions of the Ohio Revised Code and the Ohio Administrative Code as promulgated by the Director of Administrative Services which relate to disability leave and are in effect as of July 1, 1986, shall govern the issuance of disability leave benefits under this Article.

(C) Minimum Benefit Leave

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

28.02 - Injury Leave

(A) Eligibility for Employees of the Departments of Rehabilitation and Correction and Youth Services

Each full-time and part-time employee of the Department of Rehabilitation and Correction and of the Department of Youth Services who suffers bodily injury inflicted by an inmate confined to a facility operated by the Department of Rehabilitation and Correction or youth confined to a facility operated

by the Department of Youth Services during such time as the employee is lawfully carrying out the assigned duties of his or her position, shall be paid his or her regular rate of pay during the period he or 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 or 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 or 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.

(G) Eligibility of Employees in Other Departments

Full-time employees who suffer a bodily injury inflicted by a resident confined to a facility operated by the Departments of Mental Health or Mental Retardation and Developmental Disabilities or a youth confined to the Ohio Veterans' Children's Home or Schools for the Deaf and Blind who meet the requirements of Section 28.02 (B) and (C) shall have the option of receiving disability leave, in lieu of Workers' Compensation wage benefits, for a maximum period of one-hundred twenty (120) work days. When such leave is approved, an employee is subject to the provisions of Section 28.02 (D), (E) and (F).

28.03 - Court Leave

- (A) An Appointing Authority shall grant court leave with regular 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 before any court, commission, board or other legally constituted body authorized by law to compel the attendance of witnesses, where the employee is not a party to the action; or
 - (3) Is subpoenaed or is a party at a hearing conducted by the State Employment Relations Board or State Personnel Board of Review.
- (B) Any compensation or reimbursement for jury duty or for court attendance compelled by subpoena, 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 or she as a party may be granted vacation time or leave of absence without pay. Such instances would include, but not be limited to, criminal or civil cases, traffic court, divorce proceedings, custody or appearing as directed as parent or guardian of juveniles.

28.04 - Military Leave

Employees who are members of the Ohio National Guard, the Ohio defense corps, the Ohio naval militia, or members of other reserve components of the armed forces of the United States are entitled to a military leave of absence from their duties without loss of pay, for such time as they are in the military service on field training or active duty for a period not to exceed thirty-one (31) days in any one (1) calendar year. The maximum number of hours for which payment can be made in any one (1) calendar year is one hundred seventy-six (176) hours.

- (A) Employees shall receive compensation they would have received for up to thirty-one (31) days in a calendar year even though they served for more than thirty-one (31) days of such year on field training or active duty. There is no requirement that the service be for one (1) continuous period of time.
- (B) Employees are required to submit to their Appointing Authority an order of statement from the appropriate military commander as evidence of military duty before military leave with pay will be granted.

28.05 - Olympic Competition Leave

The Employer shall grant employees paid leave to participate in Olympic competition sanctioned by the United States Olympic Committee. Any leave so granted shall not exceed the time required for actual participation

in the competition, plus a reasonable time for travel to and return from the site of the competition, and a reasonable time for precompetition training at the site.

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

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

28.06 - Bereavement Leave

Three (3) days of bereavement leave shall be granted to each employee upon the death of a member of his or her nuclear family, i.e., parents, spouse, siblings, or children.

ARTICLE 29 - LEAVES OF ABSENCE WITHOUT PAY

29.01 - Unpaid Leaves of Absence

- (A) Leaves and Duration.

The Appointing Authority 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 Appointing Authority will grant leaves of absence dependent upon the availability of adequate staff to cover the work unit. Requests for leaves shall not be unreasonably denied.

- (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 Appointing Authority 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 cancel-

lation of a leave of absence without pay without 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 Appointing Authority, 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 Appointing Authority.

(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 such request 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 will 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 employing agencies of those employees eligible to use this unpaid leave within one (1) month of the ratification of this Agreement and notify the employing agency of changes to the list immediately. No use of such leave will be authorized by the employing agency unless notification of the eligibility of the employee making the request is received by the employing agency from the Association.

The Association shall notify the Employer of the dates of national conferences and conventions to which Association delegates may be sent two (2) months in advance of the event. Requests for use of leave time for such events must be submitted in writing to the Employer one (1) month in advance of the event. Other uses of time by Association representatives will require written notification to the Employer of fourteen (14) days.

Employees may utilize unpaid leave in increments of eight (8) hours, not to exceed forty (40) hours at a time. 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.

ARTICLE 30 - VACATION

30.01 - Vacation Scheduling

Employees eligible to receive vacation may submit vacation requests between March 1 and March 30 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 will be approved on the basis of state seniority. The Appointing Authority will respond to these requests by April 25. Vacation requests may also be submitted during other times of the year at least five (5) days in advance and will be approved on a first-come, first-serve basis regardless of seniority. This time limit may be waived at the discretion of the Appointing Authority. Vacations will be approved by the Appointing Authority 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 Appointing Authority will ap-

prove such requests if possible to prevent the loss of vacation leave by the employee.

Employees shall forfeit their right to take or to be paid for any vacation leave to their credit which is in excess of the accrual for three (3) years. Such excess leave shall be eliminated from the employee's leave balance.

Effective with the ratification of this Agreement, only service with State agencies, i.e., agencies whose employees are paid by warrant of the Auditor of State, will be computed for purpose of determining the rate of accrual for new employees in the bargaining unit.

30.02 - Rate of Accrual for Full-Time Employees

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

ACCRUAL RATE		
Length of State Service	Per Pay Period	Per Year
less than 1 year		80 hours*
1 year or more	3.1 hours	80 hours
8 years or more	4.6 hours	120 hours
15 years or more	6.2 hours	160 hours
25 years or more	7.7 hours	200 hours

* Upon completion of 1 year of service

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
200 hours	600 hours

30.04 - Charge of Vacation Leave

Vacation leave which is used by an employee shall be charged in minimum units of one (1) hour.

30.05 - Rate of Accrual for Part-Time Employees

Beginning with the pay period that includes July 1, 1986, 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 or 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 or 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. Christmas Day - (twenty-fifth day of December)
11. Any day appointed and recommended by the Governor of the State of Ohio or the President of the United States.

A holiday falling on a Sunday will be observed on the following Monday, while a holiday falling on a Saturday will be observed on the preceding Friday. In work facilities which operate on Saturday and/or Sunday, the holiday will be observed on the day on which it falls.

31.02 - Holiday Pay

Full-time employees are automatically entitled to eight (8) hours of holiday pay (regular rate of pay) regardless of whether they work on the holiday. Compensation for working on a holiday is in addition to the automatic eight (8) hours of holiday pay and shall be computed at the rates prescribed in Section 31.03.

1. If a holiday occurs during a period of sick or vacation leave, the employee shall not be charged for sick leave or vacation for the holiday.
2. An employee on leave of absence without pay (no-pay status) shall not receive payment for a holiday. A leave of absence without pay shall neither start nor end on a holiday.

3. An employee in no-pay status shall not receive holiday compensation.
4. Full-time employees with work schedules other than Monday through Friday are entitled to pay for any holiday observed on their day off.

31.03 - Computation of Holiday Pay or Compensatory Time

An employee who is required to work a holiday or is called in may choose to receive overtime pay equivalent to one and one-half (1½) times the hours worked times the regular rate of pay or receive compensatory time equivalent to one and one-half (1½) 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 called in, they shall be paid in accordance with Section 31.03.

ARTICLE 32 - GROUP HEALTH INSURANCE

32.01 Health Insurance Coverage

The Employer shall continue to provide health insurance to full-time and part-time employees of the bargaining unit in accordance with the procedures specified in 124.82 of the Ohio Revised Code.

32.02 Employer Contribution

The Employer's maximum contribution for all health plans is set at the following rates:

From July 1, 1986 through June 30, 1987, the Employer will contribute \$68.95 for single coverage under age 70 and \$165.27 for family coverage under age 70. From July 1, 1987 through June 30, 1988, the Employer will contribute \$80.70 for single coverage under age 70 and \$193.52 for family coverage under age 70. From July 1, 1988 through June 30, 1989, the Employer will contribute \$85.58 for single coverage under age 70, and \$205.22 for family coverage under age 70.

From July 1, 1986 through June 30, 1987 the Employer will contribute \$28.96 for single coverage above 70 and

\$91.74 for family coverage above 70. From July 1, 1987 through June 30, 1988, the Employer will contribute \$33.90 for single coverage above 70 and \$107.41 for family coverage above 70. From July 1, 1988 through June 30, 1989, the Employer will contribute \$35.95 for single coverage above 70 and \$113.90 for family coverage above 70.

32.03 Full-Time Permanent Employee Eligibility

Full-time employees must enroll in a health care program within thirty-one (31) days of the date of their appointment to obtain coverage. Full-time employees who do not enroll within this thirty-one (31) day period must wait until the annual enrollment period as determined by the Director, Department of Administrative Services to obtain health care coverage.

32.04 Part-Time Employee Eligibility

Part-time employees who are members of the bargaining unit on the effective date of this Agreement will be provided with health insurance if they were enrolled in a health care program prior to the effective date of this Agreement or enroll in a health program during any annual enrollment period as determined by the Director, Department of Administrative Services during the term of this Agreement.

Part-time employees hired after the effective date of this Agreement will only be eligible for health insurance if said employees are hired to work a regular schedule of twenty (20) hours or more in a work week. Part-time employees who do not enroll within thirty-one (31) days of their appointment must wait until an annual enrollment period, as determined by the Director, Department of Administrative Services to obtain health care coverage.

32.05 Interim Employee Eligibility

Interim employees who temporarily fill a full-time position are eligible to enroll in a health care program. Such employees may enroll within thirty-one (31) days after completion of eighty-nine (89) days of continuous service. Employees who do not enroll within this thirty-one (31) day period must wait until an annual open enrollment period, as determined by the Director, Department of Administrative Services, to obtain health care coverage.

32.06 Health Care Cost Containment

Should the Employer during the term of this Agreement establish a committee to explore health care cost containment measures, the Association will be afforded the opportunity to have representatives on the committee.

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 Ohio Industrial Commission'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 - Amount

The Employer will provide group life insurance coverage at no cost for all full-time and part-time employees who have completed one (1) full year of continuous service. The amount of insurance provided is an amount equal to the employee's annual salary, rounded upward to the next higher thousand. An employee's amount of insurance is reduced by fifty percent (50%) at age sixty-five (65), however, this "age 65" reduction will not reduce the actual insurance amount to less than five thousand dollars (\$5,000). There will be no reduction if the formula amount is five thousand dollars (\$5,000) or less. At age seventy (70) all insurance coverage will be terminated.

34.02 - Conversion

In the event a full-time employee separates or is separated from employment or reaches age seventy (70), the employee may convert his or her life insurance to a private policy by paying the premium rate within a thirty (30) day conversion privilege period.

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.

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 State Employee Compensation Board shall determine the amount of any award to be given and its determination is final and not subject to the grievance procedure.

ARTICLE 36 - MISCELLANEOUS

36.01 - 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.

36.02 - Retirement

Upon the passage of House Bill 706 or similar legislation conferring an early retirement plan upon eligible employees, the Employer will meet with staff representatives of the Association to discuss the impact of such legislation upon the Agreement.

The State Teachers Retirement System and the Public Employees Retirement System which covers employees shall continue in full force and effect as provided for in provisions of the Ohio Revised Code during the term of this Agreement.

36.03 - Copies of Agreement

The cost of printing this Agreement shall be assumed by the Association. The Agreement shall be promptly printed and distributed by the Association.

The number of printed copies of this Agreement shall be sufficient to provide each member of the bargaining unit a copy and two hundred (200) additional copies to the Employer and Association.

ARTICLE 37 - INTERIM EMPLOYEES

37.01 - Interim Employees

An employing agency may fill a position which will be temporarily vacant as a result of sickness, authorized disability leave, authorized leave of absence or promotion for a continuous, definite period of one (1) month or more with an interim employee. The interim employee will be notified at the time of hire of the maximum length of interim employment and will ordinarily be notified two (2) weeks prior to separation.

An employing agency shall fill interim employment positions in the following order:

1. from recall lists if any exist; or
2. from the proper register of those eligible for permanent appointment to classified positions; or
3. from applicants if no proper register exists.

The acceptance or refusal of an interim position by a person eligible for recall or original appointment shall not affect said person's standing on the recall list or register for permanent employment.

An interim employee will be separated from service when the permanent employee returns from the approved leave, is returned to the original position held prior to promotion, or is displaced as a result of a reduction in force. The interim employee may also be separated for unsatisfactory performance. The separation or displacement of such employees is not subject to Article 5, Section 18.13 or review by the State Personnel Board of Review.

A person serving in interim employment may be offered a permanent appointment only if: 1) no appropriate recall list exists, 2) the permanent employee does not return from authorized leave or the permanent employee successfully completes the probationary period following promotion and 3) the person's name is on the new certification list prepared by the Department of Administrative Services. If no such certification list exists, an employing agency may offer the interim employee the permanent position. The period of interim employment shall be counted as part of the probationary period in case of subsequent appointment to a permanent position in the same classification title and/or parenthetical subtitle in the same facility and department where there is no break in service.

The period of interim employment shall be counted towards state and agency seniority in case of subsequent appointment in the same classification title and/or parenthetical subtitle in the same facility and department where there has been no break in service.

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 - DEFINITIONS

39.01 - Appointing Authority

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.

39.02 - Day

Refers to calendar year. 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 legal holiday, the act may be done on the next succeeding day which is not a Saturday, Sunday or legal holiday.

39.03 - Employing Agency

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 employing agency refers to the entire department under the control of the Director of the department.

39.04 - Full-Time Employee

An employee of the State of Ohio paid by warrant of the Auditor holding a classification title listed in Section 1.03 regularly scheduled to work a work week as defined in Article 23. Said employee shall be included in the bargaining unit beginning on the date of hire.

39.05 - Immediate Family

An employee's spouse, parents, children, grandparents, siblings, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, or a legal guardian or other person who stands in the place of a parent (in loco parentis).

39.06 - Interim Employee

An employee of the State of Ohio paid by warrant of the Auditor holding a classification title listed in Section 1.03 who 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. Said employee shall be included in the bargaining unit on the ninetieth (90th) day of hire.

39.07 - Intermittent Employee

An employee of the State of Ohio paid by warrant of the Auditor holding a classification title listed in Section 1.03 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. Said employee is excluded from the bargaining unit.

39.08 - Part-Time Employee

An employee of the State of Ohio paid by warrant of the Auditor holding a classification title listed in Section 1.03 who 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.

ARTICLE 40 - DURATION

40.01 Duration

This Agreement shall become effective July 1, 1986, and remain in full force and effect through June 30, 1989.

40.02 Bargaining

Bargaining during the term of this Agreement, and 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.

This Agreement is signed and entered into the twenty-sixth day of November, 1986 at Columbus, Ohio.

For the Employer:

Edward H. Seidler
DIRECTOR
OFFICE OF COLLECTIVE BARGAINING
Sybil R. Griffin
MANAGER, CONTRACT ADMINISTRATION
OFFICE OF COLLECTIVE BARGAINING
Jack T. Jackson
OFFICE OF BUDGET AND MANAGEMENT
Jennilee Dworkin
OFFICE OF COLLECTIVE BARGAINING
John L. Davis
OHIO VETERANS' CHILDREN'S HOME
Edward M. Dwyer
DEPT. OF MENTAL RETARDATION AND DEVELOPMENTAL DISABILITIES
Jack L. Hayes
DEPT. OF MENTAL HEALTH
Robert L. Moore
DEPARTMENT OF EDUCATION
Harrison L. Morris
DEPT. OF REHABILITATION AND CORRECTION
Granville Potter, Jr.
DEPT. OF YOUTH SERVICES
Susan E. Thomas
STATE LIBRARY BOARD

For the Association:

Steven K. Sunker
PRESIDENT
Natacha Otey
VICE-PRESIDENT
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NEGOTIATING TEAM
Constance F. Malott
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Mary S. Maloney
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Ellen A. Smith
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Ernestine C. Spencer
NEGOTIATING TEAM
Robert W. Sauter
ATTORNEY-AT-LAW
Henry L. Stevens
UNISEV CONSULTANT
Robert C. Sprague
NEGOTIATING TEAM

May 19, 1986

Robert W. Sauter, Esq.
Cloppert, Portman, Sauter,
Latanick & Foley
225 East Broad Street, Third Floor
Columbus, OH 43215

Dear Mr. Sauter:

This letter is intended to express the understanding of the Office of Collective Bargaining, as agent for the State of Ohio, regarding recent discussions which were held between the State and the State Council of Professional Educators, OEA/NEA, during collective bargaining negotiation sessions between these two parties for State Unit 10 (Education and Library Sciences).

The Employer guarantees that assignment of student contact time for employees in the Teacher and Teacher Coordinator classification titles 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 remaining portions of the work day to assign employees to perform related duties such as but not limited to conferences, curriculum development, testing and treatment team assignment.

Sincerely,



Edward Seidler
Deputy Director

EHS:sm

October 24, 1986

Robert W. Sauter, Esq.
Cloppert, Portman, Sauter, Latanick & Foley
Attorneys at Law
225 East Broad Street
Columbus, OH 43215

Dear Mr. Sauter:

This is to clarify the use of parenthetical subtitles within the classification of Librarian 1 and Librarian 2. Parentheticals, as cited in Sections 1.03 and 18.07 of the Collective Bargaining Agreement between OEA/SCOPE and the State of Ohio, are only used to differentiate between degreed and non-degreed employees within these classifications for the purposes of placing employees in the pay schedule in accordance with Section 21.02 of the Agreement. Parenthetical subtitles will not affect employees for the purposes of promotions or reductions in force.

Please contact me if this does not reflect our understanding regarding this matter.

Sincerely,



EDWARD H. SEIDLER
Deputy Director

EHS/JD:sm

cc: Sybil Griffin, Manager, Contract Administration
Henry Stevens, Uniserve Consultant, OEA

May 12, 1986

Robert W. Sauter, Esq.
Cloppert, Portman, Sauter,
Latanick & Foley
225 East Broad Street, 3rd Floor
Columbus, OH 43215

Dear Mr. Sauter:

This letter is intended to express the understanding of the Office of Collective Bargaining, as agent for the State of Ohio, regarding recent discussions which were held between the State and the State Council of Professional Educators, OEA/NEA, during collective bargaining negotiation sessions between these two parties for State Unit 10 (Education and Library Sciences).

The State of Ohio does not intend to enter into private contracts for the performance of services currently performed by employees in State Unit 10 (Education and Library Sciences) during the term of the collective bargaining agreement between the State of Ohio and SCOPE, OEA/NEA. If a management decision was made to contract out work currently performed by employees within the bargaining unit, OEA would be notified and given an opportunity to negotiate with the State regarding the effects that such a decision would have on employees within Unit 10.

Sincerely,



Edward Seidler
Deputy Director

ES:rh