

# OEA - Contract Language Development Guide

## CONTRACT ASSESSMENT

### STATEWIDE GOALS/CONTRACT ASSESSMENT

| <u>REFERENCE NUMBER</u> | <u>CONTRACT PROVISION</u> | <u>STATEWIDE GOAL</u> |
|-------------------------|---------------------------|-----------------------|
|-------------------------|---------------------------|-----------------------|

#### SECTION ONE - CONTRACT BASICS

|                          |                              |     |
|--------------------------|------------------------------|-----|
| <a href="#">1301</a>     | Recognition                  | Yes |
| <a href="#">1305</a>     | Dispute Settlement Procedure | No  |
| <a href="#">1308</a>     | Grievance Procedure          | Yes |
| <a href="#">1314.020</a> | Dues Deduction               | Yes |
| <a href="#">1344.02</a>  | Nondiscrimination            | Yes |
| <a href="#">1344.04</a>  | Maintenance of Standards     | Yes |
| <a href="#">1344.06</a>  | Severability                 | Yes |
| <a href="#">1347.010</a> | Duration of Contract         | Yes |
| <a href="#">1347.050</a> | District Consolidation       | No  |

#### SECTION TWO - UNION RIGHTS/MANAGEMENT RIGHTS

|                          |                         |     |
|--------------------------|-------------------------|-----|
| <a href="#">1311</a>     | Management Rights       | No  |
| <a href="#">1314</a>     | Union Rights            | Yes |
| <a href="#">1314.010</a> | Right to Fair Share Fee | Yes |

#### SECTION THREE - INDIVIDUAL RIGHTS

|                           |                     |     |
|---------------------------|---------------------|-----|
| <a href="#">1317.0501</a> | Just Cause          | Yes |
| <a href="#">1317.106</a>  | Job Descriptions    | No  |
| <a href="#">1317.060</a>  | Seniority           | Yes |
| <a href="#">1317.070</a>  | Personnel Files     | Yes |
| <a href="#">1317.080</a>  | Employee Evaluation | Yes |
| 1323.015                  | Inclusion           | *   |
| <a href="#">1323.20</a>   | Consulting Teacher  | No  |
| 1350.010                  | LPDC                | *   |
| 1350.011                  | Entry Year Guide    | *   |

#### SECTION FOUR - WORKING CONDITIONS

|                           |                          |     |
|---------------------------|--------------------------|-----|
| <a href="#">1320.01</a>   | Work Year                | Yes |
| <a href="#">1320.02</a>   | Work Day                 | Yes |
| <a href="#">1320.035</a>  | Work Week                | Yes |
| <a href="#">1320.0105</a> | Holidays                 | No  |
| <a href="#">1320.0106</a> | Vacation                 | No  |
| <a href="#">1323.011</a>  | Class Size/Workload K-12 | Yes |

|                                                      |                                               |     |     |
|------------------------------------------------------|-----------------------------------------------|-----|-----|
| <a href="#">1323.012</a>                             | Workload SSP                                  | Yes |     |
| <a href="#">1323.013</a>                             | Class Size/Workload MR/DD                     | Yes |     |
| <a href="#">1323.014</a>                             | Class Size/Workload Higher Ed. (Professional) |     | Yes |
| <a href="#">1320.0402</a> & <a href="#">1338.050</a> | Supplementals                                 | Yes |     |

#### **SECTION FIVE - HEALTH ISSUES**

|                          |                               |    |  |
|--------------------------|-------------------------------|----|--|
| <a href="#">1323.095</a> | Drug Free Workplace           | No |  |
| <a href="#">1323.105</a> | Chronic Communicable Diseases | No |  |
| <a href="#">1323.125</a> | Health and Safety             | No |  |

#### **SECTION SIX - ASSIGNMENT/TRANSFER/VACANCY**

|                          |                                  |     |  |
|--------------------------|----------------------------------|-----|--|
| <a href="#">1326.010</a> | Assignment (Voluntary Transfers) | Yes |  |
| <a href="#">1326.020</a> | Transfers (Involuntary)          | Yes |  |
| <a href="#">1326.030</a> | Vacancies                        | Yes |  |

#### **SECTION SEVEN - REDUCTION IN FORCE**

|                      |                    |     |  |
|----------------------|--------------------|-----|--|
| <a href="#">1329</a> | Reduction In Force | Yes |  |
|----------------------|--------------------|-----|--|

#### **SECTION EIGHT - LEAVES**

|                          |                |     |  |
|--------------------------|----------------|-----|--|
| <a href="#">1332.010</a> | Sick Leave     | Yes |  |
| <a href="#">1332.020</a> | Personal Leave | Yes |  |
| <a href="#">1332.030</a> | Assault Leave  | Yes |  |
| <a href="#">1332.120</a> | Unpaid Leave   | Yes |  |

#### **SECTION NINE - COMPENSATION**

|                           |                          |     |  |
|---------------------------|--------------------------|-----|--|
| <a href="#">1338.010</a>  | Wage Schedule            | Yes |  |
| <a href="#">1338.0201</a> | Overtime                 | No  |  |
| <a href="#">1338.0202</a> | Shift Differential       | No  |  |
| <a href="#">1338.0203</a> | Call Differential        | No  |  |
| <a href="#">1338.0204</a> | Minimum Reporting Pay    | No  |  |
| <a href="#">1338.0205</a> | Hazardous Duty Pay       | No  |  |
| 1338.0206                 | Compensatory Time        | No  |  |
| <a href="#">1320.0105</a> | Holiday (See Section 4)  | No  |  |
| <a href="#">1320.0106</a> | Vacation (See Section 4) | No  |  |
| <a href="#">1338.050</a>  | Supplementals            | Yes |  |

#### **SECTION TEN - INSURANCES**

|                      |            |     |  |
|----------------------|------------|-----|--|
| <a href="#">1335</a> | Insurances | Yes |  |
|----------------------|------------|-----|--|

**\* Indicates guide was included long after the OEA Collective Bargaining Congress was abolished. One of the primary duties of the Congress was to determine appropriate statewide goals.**

## **CONTRACT ASSESSMENT FORM**

### **DIRECTIONS**

A copy of the current local association contract will be needed to properly complete this form.

In conducting the assessment, first read the goal and then read each standard for that goal. Next, review the pertinent provision(s) of the contract to determine if the goal has been met. The standards for some of the goals will require only a review of a single contract provision. The standards for other goals will require a review of numerous provisions in the contract.

After thoroughly reviewing the contract provision(s) pertinent to the standards for the goal, determine, standard-by-standard, whether the language of the provision(s) meets the standard. If the standard has been achieved, check the "yes" blank provided to the left of the standard. If the language of the provision(s) does not meet the standard, check the "no" blank provided to the left of the standard.

When a standard contains a number of substandards, all substandards must be met before the standard can be deemed to have been met. (e.g. see Goal #6, Standard 1, 2, 3, 4, and 5.)

When a contract contains contradictory language which indicates that a standard has been met in one part of a provision, yet clearly has not been met in another part of the same provision (or in another pertinent provision), the standard has not been met.

When the standards for the same goal are different for different classes of employees, the only standards which will be applied are the standards for the class(es) of employees covered by the contract being assessed (e.g., see Goal #21).

After a determination has been made regarding whether each standard listed under the goal has been met, repeat the process with the next goal. Continue until an assessment has been made of the contract language for all 21 collective bargaining goals.

Transfer the results of the assessment to the **Contract Assessment Checklist** form.

## CONTRACT ASSESSMENT EXAMPLE

**Goal #1: Every Contract shall constitute a binding contract bar in accordance with Chapter 4117 of the Ohio Revised Code.**

### CONTRACT PROVISIONS

| Standard | Where to Look       | Yes | No | Essential Standards                                         |
|----------|---------------------|-----|----|-------------------------------------------------------------|
| #1       | The Entire Contract |     |    | It must be in writing.                                      |
| #2       | Duration Provision  |     |    | It must have a specific effective date and expiration date. |
|          |                     |     |    |                                                             |
|          |                     |     |    |                                                             |
|          |                     |     |    |                                                             |
|          |                     |     |    |                                                             |
|          |                     |     |    |                                                             |

## CONTRACT LANGUAGE - EXAMPLE

**Goal #2: Every Contract shall contain an enforceable Grievance Procedure Provision.**

### Grievance Procedure

| Std | Purpose                                                                                                                                                                                                                                                 | Yes | No | Essential Standards                                                                                                                                      |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| #1  | A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may arise from time to time. Both parties agree that these proceedings will be kept as informal and confidential as | X   |    | 1. A section specifying the purpose of the grievance procedure and defining "grievance," "grievant," "supervisor," "class action grievance," and "days." |

|                     |                                                                                                                                                                                                                                                              |
|---------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                     | may be appropriate.                                                                                                                                                                                                                                          |
| #3                  | B. Nothing contained herein will be construed as limiting the right of any teacher having a problem discuss the matter informally with any appropriate member of the administration and having the problem resolved without consultation of the Association. |
| <b>Definitions:</b> |                                                                                                                                                                                                                                                              |
| #1 and #4           | A. A grievance is a claim by an employee or group of employees that there has been a violation, misinterpretation, or misapplication of this Agreement.                                                                                                      |
| #1                  | B. A grievant shall be a certificated employee(s) of the Board.                                                                                                                                                                                              |
| <b>Rights:</b>      |                                                                                                                                                                                                                                                              |
|                     | A. A grievant may appear on his own behalf or may be represented at any and all steps of the grievance procedure by the Association's designee.                                                                                                              |

|  |   |    |                                                                                                                                                                                                                                                                                                                                                               |
|--|---|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  |   |    |                                                                                                                                                                                                                                                                                                                                                               |
|  | X | 2. | A section establishing maximum time limits for processing a grievance and specifying the consequences in the event of the failure of either party to comply with the time limits.                                                                                                                                                                             |
|  | X | 3. | A section granting the grievant the right to Union representation and establishing the right to the Union representative to attend all meetings.                                                                                                                                                                                                              |
|  | X | 4. | A section clearly establishing the Union as having the right to file grievances on its own behalf and exclusive right to process grievances. This provision shall also require grievance forms to be included in the Contract, to be issued only by the Union and should establish the Union's exclusive right to process a grievance to arbitration.         |
|  | X | 5. | A section establishing binding arbitration conducted by a neutral third party as the final step of the grievance procedure.                                                                                                                                                                                                                                   |
|  | X | 6. | A section establishing how the third party is to be selected and the rules to be followed.                                                                                                                                                                                                                                                                    |
|  | X | 7. | A section establishing how the costs of arbitration will be divided.<br><br>Note: The OEA legal services program is not funded to support "loser pays" provision which should be viewed as a last resort in acquiring final and binding arbitration. These provisions are designed by management to drain the Union's economic resources or to discourage the |

|                   |                                                                                                                                                                                                                                                                                                        |
|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                   |                                                                                                                                                                                                                                                                                                        |
| #3                | B. The Association shall receive a written notice of any meeting held to resolve a grievance, shall have the right to representation at the meeting, and shall be given a written report of disposition of the grievant.                                                                               |
| #1                | C. If, in the judgement of the Association, a grievance affects a group or a class of teachers, the Association may submit such grievance to the Superintendent in writing, and the processing of such grievance shall be commenced at that level.                                                     |
| #8                | D. Grievances or the fact that grievances were filed shall neither be recorded nor placed in the personnel files or any other file used to evaluate for re-employment, transfer, and/or assignment. There shall be no reprisals nor recriminations against any participant in the grievance procedure. |
| <b>Procedure:</b> |                                                                                                                                                                                                                                                                                                        |
| #1                | <u><b>Level One</b></u><br>The grievant shall first be discussed with the principal or immediate supervisor after the Association has been informed of the meeting. The grievant shall inform the principal or immediate supervisors that he/she is initialing the grievance procedure at level one.   |
| #1                | <u><b>Level Two</b></u><br>A. If Satisfactory disposition of the grievance is not received                                                                                                                                                                                                             |

|   |  |    |                                                                                                               |
|---|--|----|---------------------------------------------------------------------------------------------------------------|
|   |  |    | processing of grievances that are not "sure winners."                                                         |
| X |  | 8. | A section prohibiting reprisals against an employee or Union representative for participating in a grievance. |
| X |  | 9. | A section that establishes the authority of the arbitrator.                                                   |

|    |                                                                                                                                                                                                                                                                                        |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    | in writing within ten calendar days of the meeting held at level one, the grievance may be submitted to the Superintendent. Before taking the grievance to the Superintendent, it must be reduced to writing and a copy shall first be given to the Principal or immediate supervisor. |
| #1 | <p><b><u>Level Two</u></b></p> <p>B. Within ten calendar days after receipt of the written grievance by the superintendent, the Superintendent or designee shall meet with the grievant and/or his Association representative in an effort to resolve the grievance.</p>               |

**Goal #1: Every Contact shall constitute a binding contract bar in accordance with Chapter 4117 of the Ohio Revised Code.**

| Yes | No | Essential Standards                                                       |
|-----|----|---------------------------------------------------------------------------|
|     |    | 1. It must be in writing.                                                 |
|     |    | 2. It must have a specific effective date and expiration date.            |
|     |    | 3. It shall not exceed three years in duration.                           |
|     |    | 4. It shall be signed by the appropriate representatives of both parties. |
|     |    | 5. It shall address more than money items.                                |
|     |    | 6. It must contain a dues check off provision.                            |
|     |    | 7. It must contain a grievance procedure.                                 |

**Goal #2: Every Contract shall contain an enforceable Grievance Procedure Provision.**

| Yes | No | Essential Standards                                                                                                                                                                                                                                                                                                                                            |
|-----|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     |    | 1. A section specifying the purpose of the grievance procedure and defining "grievance," "grievant," "supervisor," "class action grievance," and "days."                                                                                                                                                                                                       |
|     |    | 2. A section establishing maximum time limits for processing a grievance and specifying the consequences in the event of the failure of either party to comply with the time limits.                                                                                                                                                                           |
|     |    | 3. A section granting the grievant the right to Union representation and establishing the right of the Union representative to attend all meetings.                                                                                                                                                                                                            |
|     |    | 4. A section clearly establishing the Union as having the right to file grievances on its own behalf and the exclusive right to process grievances. This provision should also require grievance forms to be included in the Contract, to be issued only by the Union, and should establish the Union's exclusive right to process a grievance to arbitration. |
|     |    | 5. A section establishing binding arbitration conducted by a neutral third party as the final step of the grievance procedure.                                                                                                                                                                                                                                 |
|     |    | 6. A section establishing how the third party is to be selected and the rules to be followed.                                                                                                                                                                                                                                                                  |
|     |    | 7. A section establishing how the costs of arbitration will be divided.                                                                                                                                                                                                                                                                                        |
|     |    | 8. A section prohibiting reprisals against an employee or Union representative for processing or participating in a grievance.                                                                                                                                                                                                                                 |
|     |    | 9. A section that establishes the authority of the arbitrator.                                                                                                                                                                                                                                                                                                 |

**Goal #3: Every Contract shall contain an enforceable Duration of Contract Provision.**

| Yes | No | Essential Standards |
|-----|----|---------------------|
|-----|----|---------------------|

|  |  |                                                                           |
|--|--|---------------------------------------------------------------------------|
|  |  | 1. A section that specifies the Contract term in the form of exact dates. |
|  |  | 2. A section that identifies the signatories to the Contract.             |

**NOTE:** Contract reopeners are contrary to the OEA bargaining position. If a reopener is unavoidable, the language must be specific regarding the provisions subject to the reopener and the dispute settlement procedure that applies shall be the statutory dispute settlement procedure.

**Goal #4: Every Contract shall contain an enforceable Recognition Provision.**

| Yes | No | Essential Standards                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-----|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     |    | 1. A section which contains a recognition statement specifying the parties to the Contract and that the Employer recognizes the Union as the sole and exclusive (one and only) employee representative for the purposes of collective bargaining. The Union must be identified by name/OEA/NEA.                                                                                                                                                                                                                                                                                                                                                            |
|     |    | 2. A section which contains the definition of the bargaining unit and which identifies the employees included in and excluded from the bargaining unit. Standard exclusions include: supervisory employees, management level employees, confidential employees, and employees in other bargaining units.                                                                                                                                                                                                                                                                                                                                                   |
|     |    | <p>3. A section defining the terms "full-time" and "part-time" if part-time employees are included, implicitly or explicitly, in the definition of bargaining unit. The following definitions incorporate the current standard for teaching employees. Apply the same standard when bargaining language for non-teaching employees.</p> <p>Full-time: An employee who is employed to perform a full day's work as defined by this Contract for a minimum of 120 days or more in a work year.</p> <p>Part-time: An employee who works less than a full day as defined by this Contract and/or less than the minimal standard of 120 work days per year.</p> |

|  |  |                                                                                                                                                                                                                                                                   |
|--|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  |  | 4. A section that designates all work performed by bargaining unit members and any similar work as "bargaining unit work."                                                                                                                                        |
|  |  | 5. Delete all pre-4117 recognition criteria and election procedures, if they exist.                                                                                                                                                                               |
|  |  | 6. Delete the "Term of Recognition" provision, if one exists. Under ORC 4117, the term of recognition is for the term of Contract and thereafter until the representation rights of the incumbent union are challenged in accordance with ORC 4117.07 procedures. |

**Goal #5: Every Contract shall contain an enforceable Maintenance of Standards Provision.**

| Yes | No | Essential Standards                                                                                                                                                                                                      |
|-----|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     |    | 1. An all-inclusive provision which preserves all past practices, agreements, procedures, traditions, rules and regulations concerning all conditions of employment that are not specifically addressed in the Contract. |

**Goal #6: Every contract shall contain an enforceable Severability Provision.**

| Yes | No | Essential Standards                                                                                                                                                                                    |
|-----|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     |    | 1. A section stating that the Contract supersedes and prevails over all other law, rules, policies, and regulations except as specifically set forth in ORC 4117.10(A).                                |
|     |    | 2. A section stating that if a section of the Contract is found unlawful after all court appeals have been exhausted, then all other provisions of the Contract shall remain in full force and effect. |
|     |    | 3. A section requiring the employer to bargain with the Union over the impact of the court decision and to bring the Contract into compliance.                                                         |
|     |    | 4. A section which mandates the use of the statutory dispute settlement procedure if the parties fail to reach agreement over the affected provision. Currently, in-term strikes have been             |

|  |  |                                                                        |
|--|--|------------------------------------------------------------------------|
|  |  | deemed lawful only under the statutory dispute settlement procedure.   |
|  |  | 5. Delete Contrary to Law provisions and Zipper Clauses if they exist. |

**Goal #7: Every Contract shall contain an enforceable Union Rights Provision.**

| Yes | No | Essential Standards                                                                               |
|-----|----|---------------------------------------------------------------------------------------------------|
|     |    | 1. All Union rights are sole and exclusive rights                                                 |
|     |    | 2. Right to the use of facilities and equipment at no charge.                                     |
|     |    | 3. Right to transact Union business on Employers property/work site.                              |
|     |    | 4. Right to represent bargaining unit members on any employment-related matter.                   |
|     |    | 5. Right to the use of bulletin boards, public address system, and internal mail delivery system. |
|     |    | 6. Right of the Union to address employees at any staff meeting.                                  |

| Yes | No | Right of the Union to receive all of the following:                                                                                                                                                                    |
|-----|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     |    | 7. Complete Board agenda and accompanying data prior to the meeting.                                                                                                                                                   |
|     |    | 8. Approved Board Minutes.                                                                                                                                                                                             |
|     |    | 9. All documents of public record on request and without charge, including names, addresses, phone numbers, building assignments, contract status, classification, experience and pay rate of bargaining unit members. |
|     |    | 10.All written Board policies, procedures, etc.                                                                                                                                                                        |
|     |    | 11.Right of Union to address any subject at Board meetings.                                                                                                                                                            |

| Yes | No | Right to payroll deduction of all of the following: |
|-----|----|-----------------------------------------------------|
|-----|----|-----------------------------------------------------|

|  |  |                                               |
|--|--|-----------------------------------------------|
|  |  | 12.Dues, Assessments, Political Contributions |
|  |  | 13.Fair Share Fees                            |

**Goal #8: Every Contract shall contain an enforceable Salary Schedule that maximizes career earnings.**

| Yes | No | Essential Standards                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-----|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     |    | <p>1. During the term of Contract, every employee shall retain a basic, annual salary not less than the employee's current real income.</p> <p><b>NOTE: Employees maintain or increase their purchasing power. This can be accomplished by the inclusion of any or all of the following:</b></p> <p>A. An increase in the base pay rate.</p> <p>B. An increase in the number of columns for placement of employees that acquire additional training.</p> <p>C. An improvement in the ratio between entry-level and maximum salaries.</p> <p>D. A reduction in the number of years it takes to reach the maximum salary.</p> |
|     |    | 2. The elimination of disparities in the pay of employees who perform the same or similar work.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|     |    | 3. A section specifying the criteria for an employee's initial placement and subsequent movement on the salary schedule.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|     |    | 4. A section specifying when and how compensation is to be paid.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

**Goal #9: Every contract shall provide for the granting of supplemental contracts and/or establishing rates of pay or compensation for overtime, shift differentials, and extra duties performed during and/or outside the regular work day, work week, and/or work year.**

| Yes | No | Essential Standards                                                                                                                                                                                                                                          |
|-----|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     |    | 1. The Contract shall contain a list of the supplemental duties and the compensation for each duty.                                                                                                                                                          |
|     |    | 2. The Contract shall require that each employee performing a supplemental duty must be given a written, limited, supplemental contract specifying the duty(s) to be performed, the compensation to be paid, and the duration of the supplemental contract.  |
|     |    | 3. The Contract shall specify when and how compensation for supplemental duties is to be paid.                                                                                                                                                               |
|     |    | 4. The Contract shall require that employees performing the same or similar supplemental duties shall receive the same compensation.                                                                                                                         |
|     |    | 5. <b>(For SSP Contracts Only).</b> The Contract shall specify the compensation to be paid for overtime, shift differentials, call in, hazardous duty, and other types of supplemental pay prompted by the nature of the work or the scheduling of the work. |
|     |    | 6. The Contract shall specify that overtime and compensatory time for employees covered by the Fair Labor Standards Act shall be in compliance with the Act.                                                                                                 |
|     |    | 7. The Contract shall specify that the employee's performance of contracted supplemental duties may not adversely affect personnel decisions regarding the employee's regular employment.                                                                    |
|     |    | 8. The Contract shall require that supplemental positions shall be posted and bid in accordance with the same procedures utilized for regular positions.                                                                                                     |
|     |    | 9. The Contract shall require that the qualifications for each supplemental position shall be listed on the posting notice.                                                                                                                                  |

**Goal #10: Every Contract shall include an enforceable comprehensive Health Care Plan.**

| Yes | No | Essential Standards                                                                                                                                                                                                                                                                                       |
|-----|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     |    | 1. A comprehensive health care plan must include hospitalization/surgical/major medical, dental, and life insurance coverage.                                                                                                                                                                             |
|     |    | 2. A section detailing the specifications for the insurance coverage and benefits.                                                                                                                                                                                                                        |
|     |    | 3. A section that specifies the Employer's and the employee's share of insurance costs.<br><br>NOTE: There should be no caps on the dollar amount that the employer pays. If 100% employer-paid coverage has not been achieved, bargain designated percentages of the cost that the employer will assume. |
|     |    | 4. A section which identifies any disparity in employee coverage and any disparity in employee share of premium costs.                                                                                                                                                                                    |
|     |    | 5. A section that provides for reasonable enrollment periods and for transfers from single to family coverage and vice versa.                                                                                                                                                                             |
|     |    | 6. A section that provides for the Union's right to receive copies of the insurance contracts and any changes in those contracts that may occur during life of the Contract.                                                                                                                              |
|     |    | 7. Delete references to "the same or similar" coverage. This prompts disputes over what constitutes similar coverage.                                                                                                                                                                                     |

**Goal #11: Every Contract shall contain an enforceable Just Cause Provision which is separate from other provisions in the Contract.**

| Yes | No | Essential Standards                                                                                                                                              |
|-----|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     |    | 1. A section that establishes the industrial standard of just cause for application to all disciplinary actions except termination under ORC 3319.16 and 124.34. |

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|--|--|
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**Note:** The minimum standard for termination for K-12 teaching employees is OR 3319.16 and for Civil Service Employee (SCOPE, SSP's in City School Districts, MR/DD professional employees) is ORC 124.34. The just cause standard in these statutory provisions is higher than the industrial standard for just cause and should not be compromised.

**Note:** Language for K-12 teaching employees may have to vary from the industrial standard so as to avoid giving management the right to suspend these employees without pay for disciplinary reasons other than pending termination. Law currently does not afford management this option.

## Goal #12: Every Contract shall contain an enforceable Performance Evaluation Procedure.

| Yes | No |
|-----|----|
|     |    |
|     |    |

### Essential Standards

1. A section which specifies that performance evaluation shall be carried out in a fair, reasonable, and objective manner.
2. A section which specifies that the purpose of the performance evaluation procedure is to document cause for all personnel decision.

**Note:** Both substance and procedural compliance with the evaluation procedure must be grievable. Delete restrictions on the grievability of the substance of the performance evaluation.

| Yes | No |
|-----|----|
|     |    |
|     |    |
|     |    |
|     |    |
|     |    |

### A section identifying the procedure to be used, which includes all of the following:

3. A sub-section identifying who will be the evaluator(s).
4. A sub-section determining frequency of evaluation.
5. A sub-section setting forth the criteria on which the evaluation will be based and that requires the evaluation instrument to be made an appendix of the contract.
6. A sub-section that requires that evaluation be based on first-hand observations of work performance which have been conducted openly and with the knowledge of the employee.
7. A sub-section requiring the evaluator to identify deficiencies in writing, noting what will be considered satisfactory improvement of each noted deficiency; a plan for assistance to be rendered by the evaluator; and a realistic schedule for review of progress.

|  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|--|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  |  | 8. A sub-section requiring the evaluator to identify deficiencies other than those identified through formal observations. The language must require such deficiencies to be put in writing along with a plan for correction of deficiencies.                                                                                                                                                                                                     |
|  |  | 9. A sub-section dealing with the finalization of the evaluation report, which requires both performance strengths and weaknesses to be acknowledged in writing and the identification of all criteria used to substantiate the conclusions reached by the evaluator. The evaluator's conclusions must be signed by both the evaluator and the employee as an indication that the employee has read and received a copy of the evaluation report. |
|  |  | 10. A sub-section setting the timeline for completion of formal evaluation and ensuring the employee's right to rebut the evaluation and to have a written rebuttal attached to the final performance evaluation report.                                                                                                                                                                                                                          |
|  |  | 11. A section setting the deadline for advance notification to an employee of an impending adverse personnel action and which guarantees Union representation in any conferences at which the employee is to be notified of impending adverse personnel action.                                                                                                                                                                                   |

**Goal #13: Every Contract shall contain an enforceable Contract Non-Renewal Provision.**

| Yes | No | Essential Standards                                                                                                             |
|-----|----|---------------------------------------------------------------------------------------------------------------------------------|
|     |    | 1. Failure to renew a contract shall occur only for unsatisfactory work performance.                                            |
|     |    | 2. Unsatisfactory work performance shall be substantiated by fair, reasonable, and objective performance evaluation.            |
|     |    | 3. Contains no procedural due process provision.                                                                                |
|     |    | <b>Note: This goal does not apply to civil service employees or to employees that have achieved continuing contract status.</b> |

**Goal #14: Every Contract shall contain an enforceable Seniority Provision which is separate from other provisions in the Contract.**

| Yes | No | Essential Standards                         |
|-----|----|---------------------------------------------|
|     |    | 1. A section in which seniority is defined. |

|  |  |                                                                                                                                                                                                                                                                                                |
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|  |  | 2. A section specifying how seniority is calculated for: full-time employees, part-time employees, hourly employees, etc. and for employees on active (paid) status and inactive (unpaid) status.                                                                                              |
|  |  | 3. A section specifying how seniority ties are broken.                                                                                                                                                                                                                                         |
|  |  | 4. A section which specifies when seniority is lost.                                                                                                                                                                                                                                           |
|  |  | 5. A section requiring the posting of the seniority list, specifying the information to be provided on the list, and requiring that the Union is provided with a copy.                                                                                                                         |
|  |  | 6. A section specifying a deadline for employee review and Employer correction of any inaccuracies in the seniority list. The purpose of this section is to resolve disputes over the accuracy of the seniority list before a situation arises wherein seniority becomes a determining factor. |

**Goal #15: Every Contract shall contain an enforceable RIF Provision.**

| Yes | No | Essential Standards                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-----|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     |    | 1. A section defining RIF as the elimination of, reduction of, or failure to fill a bargaining unit position.                                                                                                                                                                                                                                                                                                                                                                                             |
|     |    | 2. A section specifying that a RIF may be triggered only by a decline in student enrollment <u>that occurs during the term of the contract</u> , a return of an employee from a leave of absence, or the suspension of schools or territorial changes affecting the district (or employer.)<br><br><b>Note: ORC 124.321 (which applies to civil service employees) provides that RIF may occur for economic reasons and that non-civil service SSP's have no statutory layoff protection. See T12.13.</b> |
|     |    | 3. A section requiring that the employees affected by a RIF shall be determined by seniority and contract status within areas of certification, license, or entry-level requirement.                                                                                                                                                                                                                                                                                                                      |
|     |    | 4. A section requiring that a RIF shall be implemented only by <u>suspension</u> of contract.                                                                                                                                                                                                                                                                                                                                                                                                             |
|     |    | 5. A section restricting the implementation of a RIF to the beginning of a work year.                                                                                                                                                                                                                                                                                                                                                                                                                     |
|     |    | 1. A section ensuring the recall rights of laid-off employees.                                                                                                                                                                                                                                                                                                                                                                                                                                            |

| Yes | No |
|-----|----|
|     |    |
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### Prior to Implementation of RIF

2. A section requiring Union notification of reason(s) for RIF prior to implementation.
3. A section requiring the Employer to provide the Union with a list of positions to be eliminated prior to implementation of a RIF.
9. A section requiring the Employer to provide the Union with a list of employees to be affected by the RIF prior to implementation.
10. A section requiring the Employer to notify the Union \_\_\_\_\_ days in advance of the RIF implementation date.
11. A section prohibiting any transfer, reassignment, or job reclassification prior to implementation of a RIF that would cause a more senior employee to be laid off before a less senior employee.

| Yes | No |
|-----|----|
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|     |    |

### Implementation of RIF

12. A section which establishes the sequence for elimination of positions, with positions of employees voluntarily terminating employment being eliminated first, the positions of employees on inactive status eliminated next, and the positions of employees on active status eliminated last.
13. A section that requires that layoff shall be restricted to the least senior employee in the area of certification, license, or entry-level requirement for the position.
14. A section that requires the Employer to provide advance notification of the final list of affected employees to both the employees and the Union.

| Yes | No |
|-----|----|
|     |    |

### Layoff

15. Acceptance or rejection of employment as a substitute shall not constitute the basis for an employer challenge to an employee's entitlement to unemployment compensation benefits.

| Yes | No |
|-----|----|
|     |    |

### Recall

16. A section that guarantees first recall to the most senior employee in the affected area of certification, license, or entry-

|  |  |                                                                                                                                          |
|--|--|------------------------------------------------------------------------------------------------------------------------------------------|
|  |  | level requirement.                                                                                                                       |
|  |  | 17. A section that prohibits any transfer, reassignment, or job reclassification that would prevent the recall of any laid-off employee. |
|  |  | 18. Employees shall be entitled to an unlimited period of recall.                                                                        |

**Optimal Standards for RIF:**

A section specifying that no RIF shall occur during the term of the Contract.

**Goal #16: Every Contract shall contain an enforceable Vacancies Provision.**

| Yes | No | Essential Standards:                                                                                                                                     |
|-----|----|----------------------------------------------------------------------------------------------------------------------------------------------------------|
|     |    | 1. A section that defines a vacancy.                                                                                                                     |
|     |    | 2. A section restricting the temporary filling of a vacancy.                                                                                             |
|     |    | 3. A section that mandates posting within the bargaining unit prior to advertising outside the bargaining unit, including provisions for summer posting. |
|     |    | 4. A section that mandates seniority and certification, license, or entry-level requirement as the criteria for filling a vacancy.                       |
|     |    | 5. A section that establishes timelines for the posting and filling of a vacancy.                                                                        |

**Goal #17: Every Contract shall contain an enforceable Transfer Provision.**

| Yes | No | Essential Standards:                                                           |
|-----|----|--------------------------------------------------------------------------------|
|     |    | 1. A section that defines voluntary transfer.                                  |
|     |    | 2. A section that establishes the right of an employee to initiate a transfer. |

|  |  |                                                                                                                                                                                    |
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|  |  | 3. A section that assures no loss of employee rights due to implementation of a voluntary transfer.                                                                                |
|  |  | 4. A section that guarantees the voluntary transfer if the employee meets the certification, license, or entry-level requirements for the vacant position.                         |
|  |  | 5. A section that establishes seniority as the final criterion when more than one applicant meets the certification, license, or entry-level requirements for the vacant position. |
|  |  | 6. A section that requires written response be provided to the employee if the transfer is denied.                                                                                 |

| Yes | No | Involuntary Transfers                                                                                                                                                                      |
|-----|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     |    | 7. A section that defines involuntary transfer.                                                                                                                                            |
|     |    | 8. A section that establishes that the transfer will not be arbitrary or capricious.                                                                                                       |
|     |    | 9. A section that establishes that no transfer will be disciplinary in nature.                                                                                                             |
|     |    | 10. A section that prohibits the involuntary transfer of an employee when there is an applicant who meets the certification, license, or entry-level requirements for the vacant position. |
|     |    | 11. Section that establishes that a transfer may not be used to contravene other rights in the Contract.                                                                                   |

**Goal #18: Every Contract shall contain an enforceable Nondiscrimination Provision.**

| Yes | No | Essential Standards:                                                                                                                                                                                                                                                                                    |
|-----|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     |    | 1. A section establishes that there will be no discrimination for exercise of employment rights or in the application of this Contract because of the race, color, creed, national origin, sexual orientation, age, sex, religion, ancestry, marital status, handicap, or personal life of an employee. |

|  |  |                                                                                                                              |
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|  |  | 2. A section that requires that in keeping with the above rights, all provisions of the Contract shall be uniformly applied. |
|--|--|------------------------------------------------------------------------------------------------------------------------------|

**Goal #19: Every Contract shall contain an enforceable Personnel Files Provision.**

| Yes | No | Essential Standards:                                                                                                                         |
|-----|----|----------------------------------------------------------------------------------------------------------------------------------------------|
|     |    | 1. A section establishing one (1) personnel file for each bargaining unit member.                                                            |
|     |    | 2. A section limiting file contents to items relating to work performance, discipline, and routine financial or personnel data.              |
|     |    | 3. A section requiring all file entries to be signed and dated by the supervisor of the affected bargaining unit member.                     |
|     |    | 4. A section guaranteeing that the affected bargaining unit member receives a copy of all entries prior to filing.                           |
|     |    | 5. A section that ensures access of the bargaining unit member and Union representative to the employee's file during normal business hours. |
|     |    | 6. A section prohibiting the inclusion of anonymous documents in the personnel file.                                                         |
|     |    | 7. A section specifying that no misleading, inaccurate, or invalid information may be placed in the file.                                    |
|     |    | 8. A section ensuring the right of the bargaining unit member to a copy of any item in the file at no cost.                                  |
|     |    | 9. A section that provides for the automatic expungement of disciplinary materials after a specified period of time.                         |

**Goal #20: Every Contract shall contain an enforceable appropriate Payroll Deduction Provision.**

| Yes | No | Essential Standards: |
|-----|----|----------------------|
|-----|----|----------------------|

|  |  |                                                                                                                                                                                                                                               |
|--|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  |  | 1. A section that provides for payroll deduction of annual, unified Union dues, fees, assessments, and political contributions.                                                                                                               |
|  |  | 2. A section that states the annual amount will be deducted in equal amounts from the specified pays.                                                                                                                                         |
|  |  | 3. A section that states the payday when annual deductions will start and end.<br><br><b>Note:</b> The paydates may be different for deduction of Union dues and fair share fees.                                                             |
|  |  | 4. A section that provides for the transmittal to the Union of monies deducted, within ____ days after the deduction is made.                                                                                                                 |
|  |  | 5. A section that requires that with each transmittal of monies, the Employer shall provide the Union with the name of each employee for whom deduction was made and the amount deducted from each employee's pay.                            |
|  |  | 6. A section that establishes the deadline for employee authorization of payroll deduction.                                                                                                                                                   |
|  |  | 7. A section that requires prior Union approval before an employee may stop authorized deductions.                                                                                                                                            |
|  |  | 8. A section that requires the Employer to deduct the remaining annual deductions due the Union from an employee's final pay when an employee leaves employment or initiates an unpaid leave of absence after the beginning of the work year. |
|  |  | 9. A section that provides deductions shall be made without cost to the employee or the Union.                                                                                                                                                |

**Goal #21: Every Contract shall contain an enforceable class size/workload provision. For K-12 TEACHING EMPLOYEES.**

| Yes | No | Essential Standards:                                                                                                    |
|-----|----|-------------------------------------------------------------------------------------------------------------------------|
|     |    | 1. A section that defines the maximum class size per teacher by establishing the maximum number of students that may be |

|  |  |                                                                                                                                                                                                                                                                                                    |
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|  |  | assigned per teacher in any class.                                                                                                                                                                                                                                                                 |
|  |  | <p>2. A section that defines the maximum workload per teacher by establishing the maximum number of students that may be assigned per teacher in any work day.</p> <p><b>Note: In determining the number of students, the number of classes and preparations should be taken into account.</b></p> |
|  |  | <p>3. A section that requires exceptions to the maximum class size and workload per teacher to music classes (band and choral), physical education classes, counseling loads, study halls, and specifically-identified, potentially large, class size groups.</p>                                  |
|  |  | <p>4. A section that establishes the ratio of students to educational service personnel (librarians, guidance counselors, nurses, elementary music, physical education and art teachers) at no higher than the district-wide statutory ratio.</p>                                                  |
|  |  | <p>5. A section that prohibits the employer from establishing any class size that exceeds the maximum established by state or federal law or regulation.</p>                                                                                                                                       |
|  |  | <p>6. A section that ensures that no class size will exceed the number of desks or work stations necessary for each student.</p>                                                                                                                                                                   |
|  |  | <p>7. A section that ensures that no class size will exceed the physical facilities necessary to provide adequate instruction.</p>                                                                                                                                                                 |

**Goal #21: Every Contract shall contain an enforceable class size/workload provision. For MR/DD EMPLOYEES.**

| Yes | No | Essential Standards:                                                                                                                                                                                         |
|-----|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     |    | <p>1. A section that establishes the maximum employee class size or client load.</p> <p><b>Note: Under no circumstances agree to a class size or client load that exceeds any maximum established by</b></p> |

|  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|--|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  |  | <b>state or federal law, rule or regulation.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|  |  | <p>2. A section that identifies by title, all "direct care worker" positions included in the bargaining unit (including ancillary staff workers) and the student/client ratio for each position.</p> <p><b>Note: This identification shall include, but not be limited to, the nature of the handicap(s) of students/clients interacting with each position as follows:</b></p> <p>Multi-handicapped<br/>Hearing handicapped<br/>Visually handicapped<br/>Orthopedically or other health handicapped<br/>Severely behaviorally handicapped<br/>Developmentally handicapped<br/>Learning disabled</p> |
|  |  | <p>3. A section that ensures that non-direct care employees may not be included in computing student/client to direct care worker ratios.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

**Goal #21: Every Contract shall contain an enforceable class size/workload provision. For SCHOOL SUPPORT PERSONNEL.**

| Yes | No | Essential Standards:                                                                                                                                                                                                                                                                                                                                                  |
|-----|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     |    | <p>1. A section establishing secretarial/student ratio in school buildings and establishing a minimum number of secretaries/clerical employees for each central office administrator/supervisor/managerial employee.</p> <p><b>Note:</b> Central office shall include satellite supervisors/managers, i.e. transportation director, food service supervisor, etc.</p> |
|     |    | <p>2. A section that establishes a ratio of food service employees to meals prepared and students served.</p>                                                                                                                                                                                                                                                         |
|     |    | <p>3. A section that establishes a workload ratio of mechanics to number of vehicles to be services.</p>                                                                                                                                                                                                                                                              |
|     |    | <p>4. A section that establishes workload for school vehicle drivers which shall incorporate, but not be limited to:</p> <p>Pre-trip Inspection</p>                                                                                                                                                                                                                   |

|  |  |                                                                                                                                                                                                                                                                                              |
|--|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  |  | Vehicle Cleaning<br>Downtime<br>Length of Run<br>Number of Stops<br>Number of Routes<br>Seating Capacity of Vehicle<br>Type of Student (e.g. handicapped, grade level)                                                                                                                       |
|  |  | 5. A section establishing a custodial/maintenance workload incorporating the following factors:<br><br>Square Footage of Building<br>Weighted Formula for Specified work Areas (i.e. restrooms, locker rooms, shops, etc.)<br>Groundskeeping Duties<br>Building check Duties<br>Events Usage |
|  |  | 6. A section establishing the class load for elementary library educational assistants.                                                                                                                                                                                                      |
|  |  | 7. A section establishing the class load ratio for instructional educational assistance.                                                                                                                                                                                                     |

**Goal #21: Every Contract shall contain an enforceable class size/workload provision. For HIGHER EDUCATION EMPLOYEES.**

| Yes | No | Essential Standards:                                                                                                                                                                                                                                                        |
|-----|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     |    | 1. A section that defines the regular workload using standard definable units (i.e. contract hours/credit hours/clock hours, etc. per quarter, semester, year, etc.)                                                                                                        |
|     |    | 2. A section that limits the maximum number of student credit hours per term per employee.                                                                                                                                                                                  |
|     |    | 3. A section designating the weighting factors.                                                                                                                                                                                                                             |
|     |    | 4. A section establishing the definition of student and the minimum number of students registered for a class (if any) and method of load adjustments.<br><br><b>Note:</b> The definition of student should include all persons attending the class for credit, audit, etc. |
|     |    | 5. A section that defines overload.                                                                                                                                                                                                                                         |

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|  |  | 6. A section addressing load scheduling.                      |
|  |  | 7. A section that limits the number of preparations per term. |

**Optimal Standard For Higher Education Employees:**

A section that ensures the right of employees to teaching assistants (graduate assistants, lab assistants, etc.) and the purpose and authority of same.

**Goal #22: Every Contract shall contain an enforceable work day provision.**

| Yes | No | Essential Standards:                                                                                                                                                                                                                                                                                                                           |
|-----|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     |    | 1. A section that defines the work day/shift.                                                                                                                                                                                                                                                                                                  |
|     |    | 2. A section that defines the beginning and ending times for the defined work day/shifts(s).                                                                                                                                                                                                                                                   |
|     |    | 3. A section that specifies the type, number, and duration of workfree periods during the work day (i.e. breaks, lunch periods, etc.).                                                                                                                                                                                                         |
|     |    | 4. A section which specifies how work-free periods will be and when they may be utilized.                                                                                                                                                                                                                                                      |
|     |    | <p>5. A section specifying any exceptions or adjustments to the defined work day (i.e. open house, parent/teacher conferences, building meetings, etc.).</p> <p><b>Note:</b> Exceptions should be held to a strict minimum. Ideally, the union should seek extra compensation for any duties performed outside the defined work day/shift.</p> |
|     |    | 6. A section specifying the number of consecutive minutes for conferences/planning periods per student day for bargaining unit employees.                                                                                                                                                                                                      |
|     |    | 7. A section specifying appropriate travel time during the defined work day for employees assigned to more than one work site.                                                                                                                                                                                                                 |
|     |    | 8. A section that specifies that any other employer-initiated work related activities performed outside the defined work                                                                                                                                                                                                                       |

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|  |  | day/shift shall be voluntary.                                                                                        |
|  |  | 9. A section defining calamity days and how they affect the reporting and compensation of bargaining unit employees. |

**Goal #23: Every Contact shall contain an enforceable work week provision.**

| Yes | No | Essential Standards:                                                                                                                 |
|-----|----|--------------------------------------------------------------------------------------------------------------------------------------|
|     |    | 1. A section that defines the work week in terms of the number of hours to be worked.                                                |
|     |    | 2. A section that defines the work week in terms of the specific days of the week to be worked.                                      |
|     |    | 3. A section that provides for overtime/additional compensation/compensatory time if the limits in standards #1 and #2 are exceeded. |

**Goal #24: Every Contact shall contain an enforceable work year provision.**

| Yes | No | Essential Standards:                                                                                                                                                                                                                                                 |
|-----|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     |    | <p>1. A section stating the number of work days constituting the work year.</p> <p><b>Note:</b> For 12-month employees, the work year should include all paid holidays. For other employees, holidays will be in addition to the contracted number of work days.</p> |
|     |    | 2. A section specifying days in the work year.                                                                                                                                                                                                                       |

**Optimal Standards - Work Year :**

A section stating a specific beginning and ending date for the work year.

**Goal #25: Every Contact shall contain an enforceable comprehensive leaves provision.**

| Yes | No | Essential Standards:                                                                                                                                                                 |
|-----|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     |    | <b>A. Sick Leave</b><br><b>The comprehensive leave provision shall contain an enforceable sick leave section.</b>                                                                    |
|     |    | 1. A section that establishes an employee's right to use sick leave.                                                                                                                 |
|     |    | 2. A section that defines the reasons for which sick leave may be used.                                                                                                              |
|     |    | 3. A section that provides for the right of accumulation and specifies the rate of accumulation at no less than the statutory rate.                                                  |
|     |    | 4. A section that guarantees an employee the right, upon initial employment, to transfer accumulated and unused sick leave from another public employer to the new employer.         |
|     |    | 5. A section that provides for the annual advancement of sick leave to a new employee or to a current employee who has exhausted sick leave.                                         |
|     |    | 6. A section that defines immediate family.                                                                                                                                          |
|     |    | 7. A section that specifies if and how deduction of pay may occur when sick leave is exhausted.<br><br>Note: Nothing in this provision should diminish entitlements provided by law. |

| Yes | No | Essential Standards:                                                                                                      |
|-----|----|---------------------------------------------------------------------------------------------------------------------------|
|     |    | <b>B. Personal Leave</b><br><b>The comprehensive leave provision shall contain an enforceable personal leave section.</b> |
|     |    | 8. A section that defines personal leave and specifies that it is a paid leave.                                           |
|     |    | 9. A section that states the number of personal leave days/hours                                                          |

|  |  |                                                                                                         |
|--|--|---------------------------------------------------------------------------------------------------------|
|  |  | an employee will be entitled to in each work year.                                                      |
|  |  | 10.A section that require the granting of the leave upon sufficient notice to the immediate supervisor. |
|  |  | 11.The contract contains a personal leave form that is consistent with the contract language.           |

| Yes | No | <b>Essential Standards:</b><br><br><b>C. Assault Leave</b><br><b>The comprehensive leave provision shall contain an enforceable assault leave section.</b>                     |
|-----|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     |    | 12.A section that defines assault leave and specifies that it is a paid leave.                                                                                                 |
|     |    | 13.A section that establishes an employee's right to assault leave on the first day of absence.                                                                                |
|     |    | 14.A section that establishes the duration of assault leave.                                                                                                                   |
|     |    | 15.A section that establishes the procedure for the use of assault leave.                                                                                                      |
|     |    | 16.A section that establishes that assault leave shall not be charged against sick leave.<br><br>Note: Nothing in this provision should diminish entitlements provided by law. |

| Yes | No | <b>Essential Standards:</b><br><br><b>D. Unpaid Leaves of Absence</b><br><b>The comprehensive leave provision shall contain an enforceable unpaid leaves of absence section.</b>                                                                                                                                                                                            |
|-----|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     |    | 17.A section that establishes the employee's right to an unpaid leave of absence and the procedure for utilization.<br><br>18.A section that states the reasons for which an employee may use an unpaid leave of absence.<br><br>19.A section that establishes the initial time parameters for such leave and procedure for extension of leave and early return from leave. |

|  |  |                                                                                                                                                                                                                          |
|--|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  |  | <p>20.A section that ensures the employee's return to the same or similar position without loss of status or compensation.</p> <p>21.A section that addresses the effects of leave on seniority and fringe benefits.</p> |
|--|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**Optimal Standards - Leave:**

The provision should contain nothing that limits, restricts, or otherwise reduces an employee's rights for using such leave.

**NOTE:** NOTHING IN THIS PROVISION SHOULD DIMINISH ENTITLEMENTS PROVIDED BY LAW.