

The State Council of Professional Educators: Leadership Handbook 2017- 2018



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***SCOPE* - STATE COUNCIL OF PROFESSIONAL EDUCATORS**

The State Council of Professional Educators is a local that comprises Bargaining Unit 10 of the non-exempt employees of the State of Ohio. It was allowed to become a unit after being voted on by the State Employees Relations Board (SERB). This occurred in 1984 and is intended to represent all state job classifications in the area of education and library services.

SCOPE is a professional unit consisting of approximately 450 members employed in state agencies and institutions around the state. Bargaining unit members are employed by eleven separate agencies and they are located in various regions in the state. Teachers compromise the majority of our members.

SCOPE is affiliated with the following parent organizations: Central OEA/NEA, Inc., Ohio Education Association and the National Education Association. This Bargaining Unit receives essential services, shared group benefits and collective organizational strength from these entities.

The organization is governed in a democratic fashion that is delineated by the SCOPE Constitution and Bylaws documents. Officers and Department Representatives are elected directly by the membership via secret ballot election, which is held in even and odd numbered years. Officers are elected statewide and serve the entire membership. Department Representatives are elected in proportional numbers to the number of bargaining unit members in each department and by members of their departments. These two groups comprise the SCOPE Executive Committee, which meets six times a year and may meet more often if necessary.

It is the responsibility of the SCOPE Executive Committee to anticipate and tend to the needs of the organization, respond to events that impact the Association and do strategic planning for the unit in order to maximize the representation of its diverse members.

Department Representatives are responsible for communicating Executive Committee decisions and information to the Site Representatives as well as relaying institution problems, changes and concerns to the appropriate Officer/or Committee Chairperson who is responsible for that issue or requires that information to properly represent the unit.

Site Representatives are elected at each work site by their bargaining unit members. Their primary responsibility is contract enforcement through grievance processing and distributing newsletters, returning correspondence postcards, and posting information on the Union Bulletin Board, etc. from the SCOPE Executive Committee to the members at each site. They are the front line Association leaders and deserve your support and attention.

THE BENEFITS OF SCOPE/OEA/NEA/MEMBERSHIP

MEMBERSHIP: YES!!!!

FAIR SHARE:

- | | |
|--|---------|
| 1. Solidarity with your colleagues | NO |
| 2. Voting privileges in SCOPE elections, OEA, NEA Representative Assemblies and on contracts | NO |
| 3. Opportunities for professional growth – up to \$7,500 in tuition reimbursement for workshops and seminars | LIMITED |
| 4. \$1,000,000 Liability Protection | NO |
| 5. OEA Legal Services Program | NO |
| 6. NEA Dues Tab Life Insurance | NO |
| 7. Issues of <u>Ohio Schools</u> , <u>NEA Today</u> , <u>Central OEA Communiqué</u> , and the quarterly <u>SCOPE and Sequence</u> newsletter | NO |
| 8. NEA Special Services Visa/Mastercard and special discounts through OEA | NO |
| 9. SCOPE representation in disciplinary hearings and grievances | YES |



Become a member of your Association.

THERE ARE MANY BENEFITS THAT COME WITH YOUR MEMBERSHIP!

SCOPE OFFICERS

EXECUTIVE COMMITTEE

And

COMMITTEE APPOINTMENTS

2017-2018



2017-2018 SCOPE Officers



President

Dominic Marsano
4 Platinum Drive
CHESAPEAKE, OHIO 45619
Home: 740-382-5781
Cell: 419-543-5683
Work: 740-382-5781 Ext. 2112
Email: marsano.2@osu.edu



Vice President

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Email: rblav1@frontier.com



Secretary

Diane Prettyman
5999 Glenfinnan Ct.
Dublin, OH 43107-9760
Home: 614-792-6395
Cell: 614-562-5119
Work: 937-642-1065 x2016
Email: dcpretty@sbcglobal.net



Treasurer

Marianne Huffman
9166 Bowman Road SW
Amanda, OH 43102
Cell: 614-507-3702
Work: 614-877-4362 ext 2284
Email: huffmanscope@yahoo.com

The State Council of Professional Educators - Executive Committee (Last updated August 21, 2016)

LAST NAME	FIRST NAME	WORK SITE	ADDRESS	ASSIGNED SITES	HOME PHONE	WORK PHONE	EMAIL	CELL PHONE
MARSANO	DOMINIC	MARION CORR	4 Platinum Drive. CHESAPEAKE, OHIO 45619	SCOPE PRESIDENT	740-382-1490	740-382-5781 X2112	marsano.2@osu.edu	419-543-5683
LAVINDER	BETSY	Indian River JCF	534 TWP RD 2102 LOUDONVILLE, OH 44842	SCOPE VICE PRESIDENT	419-368-5902	330-837-4211	rblav1@frontier.com	419-606-5049
HUFFMAN	MARIANNE	PICKAWAY	9166 Bowman Rd SW Amanda, OH 43102	TREASURER		614-877-4362 ext 2284	huffmanscope@yahoo.com	614-507-3702
PRETTYMAN	DIANE	OHIO REFORM. FOR WOMEN	5999 GLENFINNAN CT. DUBLIN, OH 43017-9760	SCOPE SECRETARY	614-792-6395	937-642-1065	dcpretty@sbcglobal.net	614-562-5119
DYGERT	TODD	PICKAWAY CORRECTIONAL	PO BOX 239 ORIENT, OH 43146	CRC, RCI,CCI, SOCF, PCI, CO, Chilli	614-571-5742	(614) 877-4362	todd.dygert@gmail.com	614-571-5742
Coy-Gonzalez	ANTHONY	EDUC – OSD	3114 Old Providence Ln Westerville, OH 43081	OHIO SCHOOL FOR THE DEAF	614-390-1840	614-728-1407	flagler2013@gmail.com	
STRUBLE	EVAN	STATE LIBRARY	1215 Ann St. Columbus. OH 43206	STATE LIB. MH & Miscellaneous Agencies	614-679-9505	614-752-9178	evantylor@yahoo.com	614-679-9505
JACKSON	DIANA	PICKAWAY	2027 Big Tree Drive Columbus, OH 43223	Madison, London, ACI, ToCI, FMC, MaCI	614-397-5710	614-445-8600 Ext. 2220	dianawjackson@gmail.com	614-397-5710
KOONTZ	TAMMY	LEBANON	776 Halesworth Dr. Cincinnati, OH 45240	LeCI, ORW, WCI, DCI,	513-652-4114	513-932-1211	Tammy.koontz@aol.com	513-652-4114
MOORE	BRUCE	TRUMBULL CORRECTIONAL	348 EAST BROAD ST NEWTON FALLS, OH 44444	GrCI,, LOCI ManCI, RicCI, Belmont, Noble, Trum, OSP	330-883-4631	(330) 898-0820	mohawkturnpike@aol.com	330-883-4631
RANDAZZO	ANTHONY	Indian River Juvenile Correct	2912 Perrydale St NW Uniontown, OH 44685	Circleville Cuyahoga Hills Indian River	330-327-9981	330-236-5459	sailrider7@yahoo.com	330-327-9981
ROSS	(Mary) Chris	OSSB	2376 Oakthorpe Dr. Hilliard, OH 43026	OHIO SCHOOL FOR THE BLIND	614-886-3803	614- 752-1359	chrisross181@att.net	

Committee Appointments for August 2017 to 2018

<u>Finance</u>	<u>Planning Committee</u>	<u>Elections</u>	<u>Communication</u> <u>s</u>	<u>Memberships</u>
*Marianne Huffman	*Dominic Marsano	* Della Morris	*Diane Prettyman	*Diane Prettyman
Bruce Moore	Diane Prettyman	Lynnmarie Fye	Tammy Koontz	Marianne Huffman
Diana Jackson	Betsy Lavinder	Christine McMillan		
	Marianne Huffman			

<u>Grievance</u>	<u>Political Action</u>	<u>By Laws (ad hoc)</u>	<u>Web Site</u>
Betsy Lavinder*	Diana Jackson	Betsy Lavinder	Evan Struble
Chris Ross	Todd Dygert		
Evan Struble	John Landin		

<u>Agency Labor Management Appointments</u>			<u>Department of Education</u>	
<i>DRC</i>	<i>State Library</i>	<i>DYS</i>	<i>OSB</i>	<i>OSD</i>
Dom Marsano	Evan Struble	Anthony Randazzo	Chris Ross	Anthony Coy-Gonzalez
Diane Prettyman		Tamara Lane		
John Landin		Jeffrey Schwab		

<u>Statewide Labor Management Appointments</u>					
<i>DRC</i>	<i>Miscellaneous</i>	<i>DYS</i>	<i>OSB</i>	<i>OSD</i>	
Dom Marsano	Evan Struble	Betsy Lavinder	Chris Ross	Anthony Coy-Gonzalez	

<u>Agency Health and Safety Appointments</u>		
<i>DRC</i>	<i>DYS</i>	<i>State Library</i>
Diane Prettyman	Anthony Randazzo	Evan Struble

<u>DRC LPDC</u>	<u>DYS LPDC</u>	<u>Joint Health Care</u>	<u>Return To Work (DRC)</u>
Dominic Marsano	Rosemary Crone	Dominic Marsano	Todd Dygert
Marianne Huffman	Cheryl Schwebs	Alt (OEA LRC or VP)	
Tammy Koontz	Doug Stage		

<u>Hearing Committee – Ad Hoc</u>	<u>Union Benefits Trust</u>	<u>SCOPE DAY Ad Hoc</u>
	Dominic Marsano	Evan Struble
		Chris Ross
		Anthony Coy-Gonzalez

- Denotes Chair, all other department representatives will act as alternates, as appointed by the SCOPE President, with the exception of the Elections Committee
- The SCOPE President serves on all committees, as ex officio.

SCOPE

- *Policies for Expenses*
- *Site Representative Elections*
- *OEA & NEA Delegate Elections and Responsibilities*



SCOPE Executive Committee Policy Regarding Expenditures



SCOPE will reimburse members, and pay other liabilities, when valid receipts are submitted to the SCOPE Treasurer within the following guidelines:

- 1) Executive Officers include: President, Vice President, Past President, Secretary, Treasurer and Department Representatives.
- 2) Mileage – The allowance set for mileage shall not be set less than \$0.56 cents nor greater than the Internal Revenue Service’s rate, but if the Internal Revenue Service’s rate is reduced to an amount lower than \$0.56 cents, the rate will be set at the Internal Revenue Service rate. If the member uses a motorcycle, he/she will be reimbursed no less than \$0.15 cents per mile. SCOPE will pay half the current mileage rate for voluntary committee meetings. The SCOPE finance committee will examine the mileage allowance quarterly, when the mileage allowance is changed by the Internal Revenue Service, the SCOPE Treasurer shall make the change known to the Executive Committee, and set the dates upon which the new mileage amounts will apply for all submitted reimbursements.
 - a) The following will be paid at the full rate:
 - i) Site Representative Training
 - ii) Grievance Training
 - iii) OEA Representative Assembly
 - iv) Central OEA/NEA Representative Assembly
 - v) Contract Bargaining

vi) Standing Committee Meetings

vii) Mandatory committee meetings, due to his/her office, off of State paid time. If Administrative leave is granted for any member to conduct Union business, then the member needs to apply for mileage reimbursement from the State, or use a State Vehicle.

(a) In the event that a Labor Management meeting takes place during inter-session, the member must request reimbursement from the State, or request a vehicle if they are on paid State time.

(b) No State vehicles should be used to attend a SCOPE/OEA/NEA only function.

viii) Committee chairs and committee meetings held by Department Representatives

ix) OEA Sanctioned Conferences and Workshops, when authorized by the Executive Committee or appointed by the President.

x) If a member attends a conference or workshop by their own choice, or they are given a grant to attend from a source other than SCOPE, then SCOPE is not responsible for the member's mileage.

b) The following will be paid at the voluntary rate:

i) Scheduled Officer's meetings (to the Officer's Only) once per month year.

- ii) SCOPE Day Set Up, and Event Day, except the Planning Committee (non-committee members must be invited by the committee to be paid this mileage)
 - iii) Lobby Days, except the Political Action Committee. (non-committee members must be invited by the committee to be paid this mileage)
 - iv) Voluntary attendance at a standing committee meeting, with prior notification to committee chair. The chair will notify the treasurer of the voluntary attendance. The treasurer will present the request for the voluntary rate of mileage at the next scheduled Executive Board meeting, and the Board must approve the request in order for reimbursement.
- c) For reimbursement, mileage logs must indicate the location departed from, destination, date and purpose of travel, or an electronic map (point of departure to point of arrival) can be submitted in place of odometer reading.
 - d) Mileage will be paid to and from a member's primary residence to the meeting location. If a member leaves their primary work site to attend a meeting, the shorter distance always applies.
 - e) The SCOPE Finance Committee may adjust any mileage claim to the appropriate mileage and rate.

- 3) All expenses for approved SCOPE committee work will be payable subject to the submission of an agenda and committee meeting minutes to the SCOPE Treasurer prior to any reimbursement being paid.
- 4) Parking – All SCOPE related parking fees. All parking must indicate the name of the committee or purpose for the expense.
- 5) Phone – All SCOPE related telephone bills/long distance charges. All telephone bills submitted for reimbursement must meet one of the following criteria:

A. The following will apply to all officers of SCOPE with the exception of the Past President:

- i. Each officer will have an allowance of \$150 per month for phone expenditures, calling plans, or plan services for one registered phone number. Receipts must be submitted to qualify for reimbursement.

B. The following will apply to all department representatives of SCOPE:

- i. Each Department Representative will have an allowance of \$50 per month for phone expenditures, calling plans, plan services for one phone number or internet services. Receipts must be submitted to qualify for reimbursement.

C. The SCOPE Grievance Chair will have a dedicated phone. This line will not count towards the registered phone numbers outlined in section (A) items (i) or (ii).

D. The Grievance Committee Chairperson shall also have a dedicated telephone line which will provide \$50 per month. This line will not count towards the registered phone numbers outlined in section (A) items (i) or (ii).

6) Postage – All SCOPE related postage.

7) Hotel –If the member is required to stay overnight in a hotel, the member shall be reimbursed up to the rate set by the U.S. General Services Administration. SCOPE may require receipts or other proof of expenditures before providing reimbursement. Members living 50 miles or more from the meeting site shall be considered for an overnight stay. Meetings that require two consecutive days or more, shall be considered eligible for an overnight stay. Any Officer and the Treasurer can authorize an overnight stay, with each other's consent, prior to overnight occurrence. No more than two (2) consecutive days can be authorized without permission of the Executive Committee.

- a. During designated training sessions, members will be booked into double rooms. If a member wants a single room he/she will pay for the difference. Hotel expenses are reimbursed only for SCOPE members
- b. Whenever possible, hotel arrangements should be made through the treasurer.

8) Food –The member shall receive a per diem rate for meal expenses and other incidentals incurred at the rate set by the U.S. General Services Administration. SCOPE may require receipts or other proof of expenditures before providing reimbursement.

- a. All receipts submitted for reimbursement must include all members present, written on the receipt; the date and the reason for the meeting.
- 9) SCOPE will not reimburse members for alcoholic beverages.
- 10) Printing Copies – All necessary SCOPE related copying including business cards for the President, Vice President, Secretary and Treasurer not to exceed the budgeted amount.
- 11) The following expenses will be paid, upon approval of the SCOPE Executive Committee, for the actual amount of the receipts submitted:
 - i. Audit expenses
 - ii. Arbitration/mediation cost – cost to OEA for the specified amount
 - iii. NEA Representative Assembly – SCOPE will pay up to \$1,500 or actual expenses whichever is less, per delegate for NEA R.A. expenses
 - iv. Office supplies – only those supplies needed to perform SCOPE duties
 - v. Office equipment – if prior approval is obtained from the SCOPE Executive Committee
 - vi. Contract –year printing for new contracts
 - vii. Meeting room rental
 - viii. OEA/NEA – lifetime members reimbursement of due
 - ix. SCOPE expenses paid by OEA sent for reimbursement
 - x. OEA/NEA/CENTRAL/UNISERVE dues
 - xi. Overpayment of excess dues collected from members
- 12) The following expenses will be voted on, as they arise, for approval by the SCOPE Executive Committee:
 - a. Table at the OEA awards banquet
 - b. Any other expenses not mentioned, with prior approval of the Executive Committee
- 13) Penalties for misuse of SCOPE funds:
 - a. No SCOPE member may spend more than \$200 for one item without prior approval from the SCOPE Executive Committee. If a SCOPE member does

spend over \$200, he/she will not be reimbursed or will reimburse SCOPE for the overage if he/she had SCOPE directly billed.

- b. No expenditure of any amount shall be made if the expenditure is not in the current year's budget, without prior approval by the officers or the SCOPE Executive Committee. If a SCOPE member does spend money for SCOPE item(s) not in the budget, he/she will not be reimbursed or will reimburse SCOPE for the overage if they had SCOPE directly billed.
- c. If a SCOPE member spends over the amount budgeted to him or her, the member will be liable for the amount spent over budget and will then be required to reimburse SCOPE if he/she has billed SCOPE directly, or will not be reimbursed if he/she paid for the item (s) with his/her own funds.
- d. Only SCOPE Officers and Committee Chairpersons may have SCOPE billed directly. If a SCOPE member other than the Officers and Committee Chairpersons incur liabilities for SCOPE, he/she will be held liable for the expenditures.



SCOPE EXPENSE REPORT

MEMBER NAME _____

SOCIAL SECURITY# ON FILE Date _____

(A) TRANSPORTATION (Complete voucher on reverse side)

MILES PARKING
 _____ \$ _____

X \$.56

\$ _____
TOTAL \$ _____ (A)

(B) FOOD AND BEVERAGE (ATTACH RECEIPTS AND WRITE NAMES OF THOSE PRESENT ON RECEIPT)

DATE	COMMITTEE	AMOUNT	CASH TIPS
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

TOTAL _____ (B)

(C) POSTAGE EXPESSES (ATTACH RECEIPTS)

DATE	RECEIPT NUMBER	AMOUNT
_____	_____	\$ _____
_____	_____	\$ _____

TOTAL \$ _____ (C)

(D) TELEPHONE (ATTACH COPY OF TELEPHONE BILL & NOTE PERSON CALLED)

DATE OF BILL _____ TOTAL FOR CALLS \$ _____

DATE OF BILL _____ TOTAL FOR CALLS \$ _____

TOTAL \$ _____ (D)

(E) PRINTING (ATTACH RECEIPTS)

DATE	COMMITTEE	AMOUNT
_____	_____	\$ _____
_____	_____	\$ _____

TOTAL \$ _____ (E)

(F) OFFICE SUPPLIES (ATTACH RECEIPTS)

DATE	COMMITTEE	AMOUNT
_____	_____	\$ _____
_____	_____	\$ _____

TOTAL \$ _____ (F)

(G) LODGING EXPENSE (ATTACH RECEIPTS)

DATE	PURPOSE	AMOUNT
_____	_____	\$ _____
_____	_____	\$ _____

TOTAL \$ _____ (G)

CHECK NUMBER

(H) MISCELLANEOUS EXPENSE

(ATTACH RECEIPTS)

DATE DESCRIPTION AMOUNT

_____ \$ _____

_____ \$ _____

TOTAL MISC. EXP \$ _____ (H)

TOTAL OF SECTIONS:

(A) \$ _____ MILE. & PARK

(B) \$ _____ FOOD & BEV

(C) \$ _____ POSTAGE

(D) \$ _____ TELEPHONE

(E) \$ _____ PRINTING

(F) \$ _____ OFFICE SUP.

(G) \$ _____ LODGING

(H) \$ _____ MISC. EXP.

\$ _____

TOTAL AMOUNT DUE

MEMBER'S SIGNATURE

TREASURER'S SIGNATURE

COSIGNER SIGNATURE

SCOPE MILEAGE LOG VOUCHER

<u>Date</u>	<u>Destination</u>	<u>Purpose</u>	<u>Total Miles</u>	<u>Parking Fees</u>
Totals				

Purpose:

Mileage must fall into one of the following categories:

- ✓ Executive Committee Mileage
- ✓ Grievance Committee Mileage
- ✓ Elections Committee Mileage
- ✓ OEA RA Mileage
- ✓ Finance Committee Mileage
- ✓ Planning Committee Mileage
- ✓ Political Action Mileage

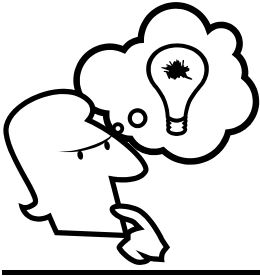
I certify that this statement is true and correct to the best of my knowledge.

Signature _____

Send all SCOPE Expense Reports to:

Marianne Huffman
 9166 Bowman Road SW
 Amanda, OH 43102
 614-507-3702

SCOPE REPRESENTATION:
RIGHTS AND RESPONSIBILITIES



Robert W. Sauter
John Sauter
Ronald H. Snyder
Cloppert, Latanick, Sauter & Washburn
225 East Broad Street, 4th Floor
Columbus, Ohio 43215

SCOPE Site Representatives Seminar

I. Right To Representation

A. Contractual Rights

A bargaining unit member has the right to representation from SCOPE during a disciplinary interview. This right is guaranteed by the SCOPE Agreement and extends to the member who is a target of the investigation.

Section 13.02, *Investigatory Meeting*, of the Agreement provides as follows:

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

A SCOPE Representative should attempt to accomplish the following tasks in regard to his or her role as a Representative during a disciplinary interview:

- Insure that there is sufficient time prior to the interview so that the representative can consult with the employee.
- Make sure that the employee is fairly apprised by the interrogator at the beginning of the interview as to the circumstances which give rise to the interview. In this regard, a representative should request access to, and copies of, any documentation in the possession of the Employer relative to the investigation. If a written complaint prompts the investigation, attempt to obtain a copy of the written complaint.
- Before questioning of the employee begins, ask the interrogator to state whether the investigation is disciplinary or criminal in nature. If the investigation is criminal in nature, advise the employee that he or she is not required to respond to questions.
- If the interview is disciplinary in nature, request that the interrogator give the employee “Garrity” rights.
- Be prepared to raise a polite but firm objection during the interview if at anytime the employee is not asked questions relating to the allegations of the incident and any known basic facts regarding the incident.
- Be prepared during the course of the interview to make brief objections on the record, where objections are warranted because the interrogator has engaged in inappropriate lines of questioning and/or committed contractual violations.
- Make sure the employee is given brief period(s) of time during the interview to attend to physical necessities.
- If the interrogator shares any document with the employee, make sure that the employee receives a copy of the document and also secure a copy of the document for your records.

B. Statutory Basis-Weingarten Rights

1. The right of a Grievance Representative to represent a bargaining unit member is also found in state law under provisions of the Ohio Public Employee Collective Bargaining Act (Chapter 4117 of the Ohio Revised Code).
2. This right was first enunciated by the United States Supreme Court, as applicable to the private section under the NLRA, in a case called National Labor Relations Board v. J. Weingarten, Inc., 420 U.S. 251, 88 LRRM 2689 (1975). In Weingarten, a private employer denied an employee’s request for union representation during a disciplinary interview. The court found this denial to be unlawful because the right to representation in a disciplinary interview was a necessary part of the collective bargaining process.
3. In Weingarten the Supreme Court established three basic rules for such representation. These three rules can be summarized as follows:
 - a. The employee must reasonably believe that the interview will result in disciplinary action. The reasonable belief of an employee, not the employer, dictates whether the employee is entitled to representation. This right applies in a criminal investigation interview and in an investigation interview conducted by an outside investigatory session, the right to representation applies. The right applies where the employer is compelling the employee to

prepare a report that will be used in a disciplinary investigation. The right extends to polygraph examinations and to drug/alcohol testing which could result in discipline against an employee.

b. The employee must request representation. Weingarten rights are not automatic; they must be invoked by an employee. Once requested by the employee, the employer must allow representation if it wants to proceed with the interview.

c. The exercise of the right cannot unduly interfere with the legitimate needs of the employer. In order for an employer to establish undue interference with its operations, the employer would have to establish that any delay in the investigatory interview would be unreasonable under all the circumstances or endanger the investigation. This is a difficult burden for the employer to maintain and it is difficult to conceive of any real-life situation in which it would apply.

Weingarten allows a Union representative to consult with the employee prior to the interview, ascertain what the allegations against the employee are at the beginning of the interview, offer mitigating circumstances and investigatory leads, and question the employee at the conclusion of the interview.

In Weingarten, the U.S. Supreme Court spoke to role of the union representation in this fashion:

A single employee confronted by an employer investigating whether certain conduct deserves discipline may be too fearful or inarticulate to relate accurately the incident being investigated, or too ignorant to raise extenuating circumstances. A knowledgeable union representative could assist the employer by eliciting favorable facts and save the employer production time by getting to the bottom of the incident occasioning the interviews.

4. SERB's analysis of an employee's representation rights under the Ohio Act is in accord with the standard set forth in Weingarten: "We believe that Weingarten provides the proper balance between the public employer's need to manage and the public employee's rights in R.C. 4117.03(A)(2) to engage in concerted action for mutual aid and protection." In re Davenport, SERB 95-023 at 3-156.

In re City of Cleveland, SERB 97-001, SERB determined that a R.C. 4117.11(A)(1) violation of the right to representation is established when the following four elements are proven: (1) That the interview was investigatory; (2) That the employee requested the presence of a Union representative and the request was denied; (3) That the employee reasonably believed that the interview might result in discipline; and (4) That after the employer's denial of representation, the employer compelled the employee to continue the interview. A meeting is investigatory if its purpose is to elicit information regarding the conduct of the employee being interviewed.

Upon appeal, In re City of Cleveland was modified by the Cuyahoga County Court of Appeals to the extent that the Court held that as to the second element cited above an employee need not request representation when it is objectively clear that the right to representation would be denied, and the

employee might expose himself to punitive measures from the employer. Cleveland Assn. Of Rescue Employees v. SERB, 1999 SERB 4-5 (8th Dist. Ct. App. Cuyahoga, 6-24-99)

As to the application of Chapter 4117 to an employee in his or her probationary period, SERB has held that all employees, whether probationary or non-probationary, have the protection of Chapter 4117. SERB's authority to control unfair labor practices extends to "any person holding a position of appointment or employment in the service of a public employer [R.C. 4117.01(B)]. A probationary employee is a "public employee" and public employees have the rights provided by R.C. 4117.03(A) (1)-(5), which rights are safeguarded from infringement by employers pursuant to R.C. 4117.11(A). See In re ODOT, SERB 87-020.

II. Garrity Rights

A. Freedom From Self-Incrimination

A public employee has the right to be free from compulsory self-incrimination under Garrity. It is important that a SCOPE Representative be aware of Garrity rights and ensure that they are adhered to in investigatory interviews (see blank Garrity forms at the end of this handbook).

There are three basic requirements which an employer must meet before an employee can be disciplined for refusing to answer questions in a disciplinary proceeding. These requirements are:

- (1) The employee must be ordered to answer questions under threat of discipline;
- (2) The employer must ask questions which are specifically, narrowly related to the employee's duties or the employee's fitness for duty;
- (3) The employer must advise the employee that answers to the questions will not be used against the employee in any criminal proceedings.

If these requirements are met, and if the employee were to refuse to answer questions, the employee would be subject to discipline for insubordination. The employee must answer questions where the Garrity requirements are met, even if the employee is the subject of an active criminal investigation.

An important function of a SCOPE Representative in every investigatory interview is to assure that the employee is ordered to answer questions with the understanding that the employee faces disciplinary action if he or she refuses to answer questions. With the order being given, the employee is given the use of the immunity as to the employee's answers in any subsequent criminal investigation. Another important role which the SCOPE Representative has in the investigatory interview is to raise objections to questions which do not have a direct relationship to the employee's duties.

Because Garrity protections are so important to an employee, they should be provided to all employees under investigation, even if it appears unlikely at the outset of the investigation that criminal charges could or would result from the investigation. The employer should give the employee his or her Garrity rights: an affirmative guarantee of immunity with notice to the employee that the failure to answer questions could lead to disciplinary action, including discharge.

B. Application of Garrity

Garrity protections apply to an employee's off-duty conduct where there is a sufficient relationship between an employee's off-duty conduct and his or her on-duty job performance. Where an employee is questioned as to alleged off-duty criminal misconduct, it is reasonable to find an on-duty performance issue, since criminal activity on the part of an employee could affect his or her ability to retain employment.

Garrity protections also apply where an employee is ordered to write a report concerning his or her work performance under circumstances where admissions made in the report could subject the employee to criminal prosecution. A SCOPE Representative should insist that such an employee is given Garrity warnings by the supervisor who requires that the employee prepare the report.

C. Use Immunity

In Ohio, an employee given a Garrity notice gains use immunity which means that the employee's statements in the investigatory interview cannot be used in any subsequent criminal proceeding. However, even with use immunity in place, an employee is subject to prosecution for the incident under review if the information used to prosecute the employee comes from source(s) other than the employee's interview given Garrity protections. Use immunity is narrower than transactional immunity. Transactional immunity means that the person granted immunity is protected from prosecution for the offense under investigation.

Where only use immunity is given, the employee's statement can be used in subsequent disciplinary action against the employee, in an action against the employer and the employee, and even in criminal prosecution of employees other than the employee given Garrity.

III. Preparing Your Member To Be Interviewed

A. Meet with your member in advance of the interview.

1. Describe the interview process:

- a. The location.
- b. The interrogators.
- c. Persons expected to be present.

2. Explain the importance of the interview:

- a. The interview gives your member an opportunity to respond to the allegations against him/her.
- b. The interview will be used to assess your member's credibility.
- c. The interview "locks in" your member's testimony and offers a basis to impeach your member's credibility in the event he/she later testifies differently.

3. Explain the interview format:

- a. Describe the question and answer format.
- b. Advise your member not to get angry at the questions asked.

- c. Explain your role in the interview:
 - (1) You may raise objections.
 - (2) You may ask for a “time out” with your employee.
 - (3) Your employee may ask for a “time out” with you.
- 4. Instruct your member as to how to answer questions in the interview:
 - a. Answer all questions unless you instruct otherwise.
 - b. Answer each question truthfully with full and complete answers.
 - c. Avoid absolutes such as, “I never...” or “I always.”
 - d. Answer the question asked. Do not volunteer information of a question is not asked.
 - e. If at any time during the interview, a prior answer needs to be corrected, amplified or clarified, do so.
 - f. Do not guess.
 - (1) If your member does not understand the question, ask that it be clarified.
 - (2) Your member should not hesitate to answer where appropriate, “I don’t remember” or “I don’t know.”
 - (3) If your member is asked for an estimate or approximation he/she may answer without guessing, but your member should make clear that he/she is giving an estimate or approximation.
 - g. If a question is phrased, “Do you know...” your member should answer only as to his/her personal knowledge regarding what is being asked.
 - h. If a question relates to a document, ask to see the document and make sure your employee reviews the document before answering.
 - i. Avoid attempts at jokes.
 - j. Avoid any obscenity.
 - k. Avoid any racial, gender, ethnic, or other slurs that could be considered derogatory.
- B.** Review the anticipated substantive areas of inquiry. Although this will vary from instance to instance, generally your member will be asked to respond in detail to the allegations under investigation.
- C.** Ask your member to review the allegations and any statement(s) he/she has made prior to the interview in regard to the allegations.

IV. Duty of Fair Representation

- A.** SCOPE has a duty of fair representation to its bargaining unit members (both SCOPE members and non-SCOPE members). Under R.C. 4117.11(B)(6):
It is unfair labor practice for a labor organization, its agents, or representatives or public employees to,... (6) fail to fairly represent all public employees in a bargaining unit...
- B.** The State Public Employee Collective Bargaining Act (R.C. Chapter 4117) does not explicitly define “fairly represent.” We look to case law, both in the private sector under the National Labor Relations Act, SERB decisions, and Ohio case law for guidance, since the phrase “duty of fair representation” is a legal term of art, incapable of precise definition. A determination of whether a Union has breached its duty of fair representation turns on the facts of each case.

C. Under Federal case law, Unions are permitted a wide range of reasonableness in the exercise of its discretion. Ford Motor Co. v. Huffman 345 U.S. 330, 31 LRRM 2548 (1953).

D. The United States Supreme Court has held that a Union breaches its statutory duty for fair representation when the Union's conduct towards a bargaining unit member is arbitrary, disciplinary, or in bad faith. Vaca v. Sipes, 386 U.S. 171, 64 LRRM 2369 (1967).

E. SERB's standard has evolved-

1. In In re AFSCME Local 2312, SERB 89-029 (10-16-89), SERB focused on the element of arbitrariness. If the Union's action or inaction has a rational basis, no arbitrary conduct can be found. "Thus, a Union's reasons for a given approach will not be examined for its wisdom, for we cannot second-guess a union on its assessment of merit, but to determine merely whether the reason is rational."

If SERB cannot find legitimate reasons for a Union's approach to an issue, arbitrariness will only be found from evidence of Union's improper motive: bad faith or discriminatory intent. An element of intent was considered necessary, as evidenced by discrimination based on irrelevant or invidious consideration or as indicated by hostile action or malicious dishonesty, i.e. bad faith.

2. SERB's early standard appeared to excuse a Union's negligent action, since intent was required for a duty of fair representation violation. That was to change in the 1998 case of In re OCSEA/AFSCME Local 11, SERB 98-010 (7-22-98). Here SERB held that "absent justification or excuse, a Union's negligent failure to take a basic and required step, unrelated to the merits of the grievance, is a clear example of arbitrary or perfunctory conduct which amounts to unfair representation." Under this standard, a complaining party must show that the Union failed to take a basic and required step in its representation responsibilities. In response, if this is shown, the Union must present justification or viable excuse for its action or inaction.

In the case of In re District 1199, SEIU, AFL-CIO, SERB 2001-001 (3-1-01), SERB held that a Union breached its fair representation duty when it had no justification or excuse for not including an affected individual employee in a class action grievance settlement awarding overtime pay. Under this standard, arbitrary conduct is no longer viewed as limited to intentional conduct, but encompassed negligence.

3. SERB's finding of the Union's failure of the duty of fair representation in the District 1199 case was overturned by the Franklin County Court of Appeals. The Court found justification in the Union's actions because the Union relied upon a mediator's advisory opinion not to include the affected individual employee in the overtime settlement agreement and because the settlement was beneficial to several bargaining unit members. District 1199, The Health Care & Social Services Union, SEIU/AFL-CIO v. SERB, 2003 SERB 4-22 (7-1-03).

4. SERB's most recent standard regarding a Union's duty of fair representation is found in the case of In re Ohio Council 8, AFSCME, AFL-CIO, SERB 2004-05 (8-9-2004) where SERB affirms the proposition that a Union "duty of fair representation" involves balancing of interests of a diverse group and is not violated by simple negligence. This balancing occurs in bargaining, in grievances, and in contract administration. This most recent case involved SERB's review of the adequacy of a Union staff representative's preparation for an arbitration hearing. SERB found

adequate the staff representative's preparation, including telephone calls and a meeting with the disciplined employee prior to the arbitration hearing. This case also confirmed the concept, first articulated by SERB in In re AFSCME/OCSEA, Local 11, SERB 98-010 (7-22-98) that simple negligence by a Union representative does not constitute arbitrary conduct.

V. Representation As Protected Activity

A. R.C. 4117.03(A)(2) grants public employees the right to tonnage in “concerted activities for the purpose of collective bargaining or other mutual aid and protection.”

B. This “concerted activity” protection extends to counseling or advising a fellow employee on matters affecting terms or conditions of employment. A supervisor who knowingly attempts to interfere with protected, concerted activity commits an unfair labor practice in violation of R.C. 4117.11(A)(1). In re Cincinnati Metropolitan Housing Auth., SERB 93-008 (5-18-93).

C. Some conduct which would not be permissible outside of the collective bargaining arena is protected activity. A Police Sergeant who attends a meeting, as an FOP representative, where the Police Chief announces the dismissal of an officer convicted of assault, and who states to the Chief, “F___ you, you’re an asshole. You are finished,” is within the scope of protected activity in making this statement. FOP, Captain John C. Post Lodge 44 v. SERB, 1995 SERB 4.8 (C.P. Montgomery, 1-25-95).



SCOPE EXECUTIVE COMMITTEE POLICY FOR THE ELECTION OF SITE REPRESENTATIVES

General Requirements:

- 1) Candidates should be familiar with Article 4 of the Unit 10 Contract; this article outlines rights, responsibilities and duties of the elected position. Furthermore, candidates shall be expected to comply with all SCOPE policies presently in effect.
- 2) Declaration of Candidacy:
 - (a) Each candidate must complete a “Declaration of Candidacy” form (included in this handbook). Please note, Section 4.06 of the Unit 10 Contract states that “Site Representatives shall have completed their initial probationary period.
- 3) Site Representative Election Procedures:
 - (a) Election shall be by secret ballot.
 - (b) Only SCOPE/OEA/NEA members shall be eligible to vote. (Fair share employees do **not** have voting rights.)
 - (c) Each site is responsible for conducting its own election.
 - (d) Candidates may *not* participate in the conducting of the election. (See *SCOPE Constitution*, Article 6, Section 4.)
 - (e) Election results shall be recorded on the form provided and should be received in the Westerville Uniserve Office no later than May 31st of each year.
 - (f) If there are any questions or problems, please contact the SCOPE Elections Chair:
- 4) Site Representative Vacancies:
 - (a) A site representative who intends to vacate the position shall immediately notify the SCOPE President.
 - (b) If a member is willing to assume the duties of the site representative, that individual’s name, address and telephone number should be provided to the President of SCOPE. A site representative may also be appointed as authorized by *the SCOPE Constitution*, Article 6, Section 4 (E).
 - (c) If there is more than one individual interested in the position, a new site representative election should be held, following the guidelines listed above. The Elections Chairperson should be notified of the results of this election.

**SCOPE DECLARATION OF CANDIDACY FORM
SCOPE SITE REPRESENTATIVE**

NAME: _____

MAILING ADDRESS: _____
(number and street)

(city and zip code)

HOME TELEPHONE: _____
(include area code)

HOME EMAIL: _____

EMPLOYING AGENCY: _____

INSTITUTION: _____

SITE ADDRESS: _____
(number and street)

(city and zip code)

WORK TELEPHONE: _____
(include area code and extension)

My signature affirms that I am a member in good standing of the State Council of Professional Educators. I agree fully that, if elected to the office of SCOPE Site Representative, I shall willingly carry out the duties and responsibilities as stated in the SCOPE Constitution and Bylaws.

SIGNATURE: _____ DATE: _____

**SCOPE PRESIDENT
DOMINIC MARSANO
4 PLATINUM DRIVE
CHESAPEAKE, OHIO 45619**

SCOPE BALLOT
SITE REPRESENTATIVE ELECTION
Vote for only one (1) candidate.

_____ candidate _____
_____ candidate _____
_____ candidate _____
_____ write-in candidate _____

SCOPE BALLOT
SITE REPRESENTATIVE ELECTION
Vote for only one (1) candidate.

_____ candidate _____
_____ candidate _____
_____ candidate _____
_____ write-in candidate _____

SCOPE BALLOT
SITE REPRESENTATIVE ELECTION
Vote for only one (1) candidate.

_____ candidate _____
_____ candidate _____
_____ candidate _____
_____ write-in candidate _____

SCOPE BALLOT
SITE REPRESENTATIVE ELECTION
Vote for only one (1) candidate.

_____ candidate _____
_____ candidate _____
_____ candidate _____
_____ write-in candidate _____

SCOPE SITE REPRESENTATIVE ELECTION RESULTS

DEPARTMENT / AGENCY _____

SITE / INSTITUTION _____

NAME (S) OF CANDIDATES:
(In order of the number of votes received)

NUMBER OF VOTES RECEIVED:
(Enter number of votes received)

1.	_____	()
2.	_____	()
3.	_____	()
4.	_____	()
5.	_____	()

NAMES OF INDIVIDUALS WHO COUNTED BALLOTS:

1. _____
2. _____
3. _____

SIGNATURE: _____
(Individual conducting the election)

DATE: _____

NEW SITE REPRESENTATIVE INFORMATION

NEW SITE REPRESENTATIVE: _____

HOME ADDRESS: _____

HOME PHONE: _____

WORK PHONE: _____

HOME EMAIL: _____

Please mail this completed form to:

**SCOPE PRESIDENT
DOMINIC MARSANO
4 Platinum Drive
CHESAPEAKE, OHIO 45619**

SCOPE EXECUTIVE COMMITTEE POLICY

Responsibilities of Delegates to the OEA/NEA Representative Assemblies



OEA Representative Assembly 2017

- 1) It is the responsibility of duly elected SCOPE delegates to the OEA or NEA Representative Assemblies to represent the interests and concerns of the entire SCOPE membership at the Assembly. The SCOPE Executive Committee has established the following policy regarding delegates to the OEA or NEA Representative Assembly:
- 2) The President and Vice-President or their delegates shall lead the delegation while at the Representative Assembly.
- 3) Elected delegates shall notify the SCOPE President as soon as possible if they are unable to attend the Representative Assembly, so that substitutes can be appointed.
- 4) Delegates in attendance at the Representative Assembly shall be registered as voting delegates and shall cast ballots.
- 5) Delegates shall be required to attend at least 70% of the meetings of the Representative Assembly. NEA Delegates shall also be required to attend the majority of OEA caucus meetings.
- 6) Delegates in attendance at the Representative Assembly shall check in with the SCOPE President, Vice-President or designee as soon as possible after entering the assembly. Delegates who choose not to sit with the delegation shall advise the President as to their seating location.
- 7) Any item which is to be presented before the Assembly on behalf of SCOPE shall be required to have prior approval of the SCOPE Executive Committee. This may include but is not limited to the following:
 - (a) Amendments to the OEA/NEA Constitution and/or Bylaws
 - (b) OEA or NEA Resolutions
 - (c) OEA or NEA Legislative Items

SCOPE EXECUTIVE COMMITTEE POLICY

Responsibilities of Delegates to the OEA/NEA Representative Assemblies

Page 2

- 8) Any item which is to be presented before the Assembly on behalf of SCOPE during the Representative Assembly shall be required to have the prior approval of a majority of the SCOPE delegation present at that RA. Such items include but are not limited to the following:
 - (a) New Business Items
 - (b) Amendments to Standing Rules of the Assembly
- 9) Any SCOPE Delegate wishing to speak before the Representative Assembly on behalf of SCOPE must obtain a majority approval of the entire SCOPE Delegation.
- 10) Any SCOPE Delegate wishing to speak before the Representative Assembly, but who does *not* wish to obtain the approval of the SCOPE President, must clearly state before the Assembly that he or she is speaking as an individual and *not* on behalf of SCOPE.
- 11) SCOPE delegates not in compliance with the above guidelines may forfeit reimbursement for expenses related to their participation in the OEA or NEA Representative Assembly, or possibly be subject to disciplinary measures, as determined by the SCOPE Executive Committee.
- 12) Delegates shall be expected to keep receipts for housing, meals, mileage and parking. If the delegate has complied with the above guidelines, his or her expenses shall be approved and reimbursed at the next scheduled meeting of the SCOPE Executive Committee.
- 13) It will be the policy of the SCOPE Executive Committee to hold a delegate briefing prior to each Representative Assembly, at which time the delegates shall have the responsibilities of the elected office explained to them. These briefings will also be an opportunity for the delegation to discuss issues relevant to SCOPE in the context of that particular Representative Assembly and make decisions regarding voting on issues, candidates, etc. A time for this meeting will be scheduled to accommodate as many of the delegates as is reasonably possible.

Effective April 11, 1992

**SCOPE DECLARATION OF CANDIDACY FORM
DELEGATE TO THE OEA REPRESENTATIVE ASSEMBLY**

NAME: _____

MAILING ADDRESS: _____
(number and street)

(city and zip code)

HOME TELEPHONE: _____
(include area code)

Home E-MAIL: _____

EMPLOYING AGENCY: _____

INSTITUTION: _____

SITE ADDRESS: _____
(number and street)

(city and zip code)

WORK TELEPHONE: _____
(include area code)

My signature affirms that I am a member in good standing of the State Council of Professional Educators. I agree fully that, if elected to the position of SCOPE Delegate to the OEA Representative Assembly, I shall willingly carry out the duties and responsibilities as stated in the SCOPE Constitution and Bylaws

SIGNATURE: _____ DATE: _____

SCOPE Elections Committee
PO Box 308
Hayesville, OH 44838

**SCOPE DECLARATION OF CANDIDACY FORM
DELEGATE TO THE NEA REPRESENTATIVE ASSEMBLY**

NAME: _____

MAILING ADDRESS: _____
(number and street)

(city and zip code)

HOME TELEPHONE: _____
(include area code)

Home EMAIL: _____

EMPLOYING AGENCY: _____

INSTITUTION: _____

SITE ADDRESS: _____
(number and street)

(city and zip code)

WORK TELEPHONE: _____
(include area code)

My signature affirms that I am a member in good standing of the State Council of Professional Educators. I agree fully that, if elected to the position of SCOPE Delegate to the NEA Representative Assembly, I shall willingly carry out the duties and responsibilities as stated in the SCOPE Constitution and Bylaws

SIGNATURE: _____ DATE: _____

**SCOPE Elections Committee
PO Box 308
Hayesville, OH 44838**

CONSTITUTION

STATE COUNCIL OF PROFESSIONAL EDUCATORS

OEA/NEA

Article 1 – Name

Section (A) - The name of this organization shall be State Council of Professional Educators.

Section (B) – The State Council of Professional Educators (the Association) shall maintain affiliation with Central OEA/NEA, the Ohio Education Association and the National Education Association.

Article 2 - Purpose

Section (A) – The purpose of the Association shall be to:

- (1) Help set and promote the educational objectives of the state and the nation
- (2) Promote and support through advocacy, the professional development of the state employees in Unit 10
- (3) Advocate for equity with public schools for state employees in Unit 10
- (4) Implement procedures that provide for the safety of Unit 10 employees to the fullest extent possible
- (5) Negotiate for a fair and systematic process of advancement for state employees in Unit 10
- (6) Assist in the establishment and effective implementation of a communication process through which employees in unit 10 will be able to voice concerns and suggestions and impact on administrative policy-making
- (7) Seek the full and equal implementation of state policy that affects state employees in Unit 10 throughout all state agencies and departments
- (8) Maintain a grievance procedure that state employees in Unit 10 may utilize when normal methods of sharing problems and concerns with the administration are found to be ineffective
- (9) Seek OEA representation and implementation of the Association’s goals and objectives to ensure that the clients and students receive the most professional and effective treatment and care possible

Article 3 - Membership

Section (A) – All State of Ohio professional employees included in Unit 10 shall be eligible for active membership.

Section (B) – Active members shall be members of the State Council of Professional Educators, Central OEA/NEA, the Ohio Education Association and the National Education Association.

Section (C) – All members shall abide by the Code of Ethics of the Education Profession.

Article 4 - Officers

Section (A) – The Officers of the Association shall be the President, Vice-President, Secretary, Treasurer, and Immediate Past President.

Section (B) – The duty of the officers shall be to act as the authoritative voice of the Association on positions affecting the Association during the interim period between regular Executive Committee meetings.

Article 5 - Executive Committee

Section (A) – The Executive Committee shall be composed of the Officers of the Association and the Department Representatives.

Section (B) – The Executive Committee shall:

- (1) Act as advisors to the officers, assign duties, be responsible for all committees of the Association and have such policy-making authority as provided in this Constitution and By-laws;
- (2) Act as the authoritative voice of the Association on positions affecting the Association;
- (3) Prepare recommendations for the action and consideration of the Association;
- (4) Carry out policies established at SCOPE meetings;
- (5) Report its transactions to all members;
- (6) Direct an independent audit of the Association's finances within thirty (30) days of the close of the previous membership year.

Section (C) – It is the policy of this Association and it shall take all legally permissible steps to achieve governance and delegate representation of ethnic minorities at least proportionate to the ethnic minority membership of the Association.

Article 6 - Elections Guidelines

Section (A) - Whenever applicable, all SCOPE elections will follow the guidelines and procedures as set in the Ohio Education Association's, *Manual for the Conduct of Local Association Elections and the Ratification of Collective Bargaining Agreements*.

Section (B) - All elected officials of the Association shall be active members and be employed within the electoral units which they represent.

Section (C) - No member shall be nominated for any elected position without the knowledge and consent of the individual.

Section (D) - The President shall appoint an Elections Committee chairperson whose duty it shall be to conduct elections in accordance with the OEA Elections Manual.

Section (E) - No nominee/candidate for any office shall serve concurrently on the Elections Committee.

Section (F) - Newly elected Officers, Department Representatives and Site Representatives shall be installed and assume their offices at the Association Leadership Training in August each year.

Section (G) - The membership shall elect a number of delegates as allowed under OEA and NEA guidelines.

Section (H) - Non-members of the Association, including fair share employees, shall not have the right to vote, hold office, or otherwise have privileges of Association membership.

Section (I) - Elections held by SCOPE may be protested by any member. The member is to contact the Elections Committee Chairperson within thirty (30) workdays after the results have been dated and postmarked (unless compelling reasons are demonstrated to the SCOPE Executive Committee for an extension of timelines). Protests to any SCOPE election will be resolved first by the SCOPE Elections Committee as outlined in the Ohio Education Association's, Manual for the conduct of Local Association Elections and the Ratification of Collective Bargaining Agreements. If the protests cannot be resolved by the Elections Committee, they will be referred to the SCOPE Executive Committee.

Article 7 - Removal of Elected Officers, Department Representatives, OEA/NEA Delegates and Site Representatives

Section (A) – Officers of the Association may be impeached for violation of the Code of ethics of the Education Profession; or for misfeasance, malfeasance, or nonfeasance.

Section (B) – Impeachment proceedings against an officer may be initiated by written petition specifying the grounds for impeachment submitted to the Executive Committee with a copy to the Officer signed by either 25% or one hundred and fifty (150) active members, whichever is less.

Section (C) – Department Representatives may be impeached for misfeasance, malfeasance, or nonfeasance in duty. Impeachment proceedings may be initiated by written petition listing specific charges, and signed by either 50% or 26 active members from the Representative's employing agency or department, whichever is less.

Section (D) – Site Representatives may be impeached for misfeasance, malfeasance, or nonfeasance. Impeachment proceedings may be initiated by written petition, listing specific charges and signed by fifty percent (50%) of the active members from the representative’s employing site.

Section (E) – OEA Delegates or NEA Delegates may be impeached for misfeasance, malfeasance, or nonfeasance in duty. Impeachment proceedings against a Delegate may be initiated by written petition specifying the grounds for impeachment submitted to the Executive Committee with a copy to the Delegate signed by either 25% or one hundred and fifty (150) active members, whichever is less.

Section (F) – The petition for impeachment shall be submitted to the Executive Committee which shall conduct a hearing of the charges within (30) days of receipt of petition(s).

Section (G) – The Officer and/or Department Representative and/or Site Representative and/or OEA/NEA Delegate shall be notified of the date of the hearing and the specific charges. This notification shall be served by certified mail, return receipt requested.

Section (H) – If after a due process hearing, and a two-thirds (2/3) vote of the Executive Committee sustaining the charge, the office shall become vacant.

Article 8 - Committees

Section (A) – The Association shall have such standing committees as are necessary to carry out the responsibilities and the programs of the Association.

Section (B) – Ad Hoc (temporary) committees may be formed as necessary to carry out the responsibilities and the programs of the Association.

Section (C) – All committee chairs shall be appointed by the President with the approval of the Executive Committee.

Section (D) – All Labor/Management Committees, in the Collective Bargaining Agreement Between the State of Ohio and SCOPE/OEA/NEA, shall be appointed and/or removed by the President subject to the approval of the Executive Committee.

Article 9 - Ohio Education Association Committee and Commissions

All representatives who are to be seated on Ohio Education Association Committees and Commissions by virtue of the Ohio Education Association Constitution and Bylaws shall be recommended by the Association President. The recommendations shall be approved by a majority vote of the Executive Committee.

Article 10 - Dues

The Association shall have a dues structure adequate to fund an active program. The dues rate shall be established according to Bylaws Article 7.

Article 11 - Parliamentary Authority

The rules contained in the current edition of *Robert's Rules of Order Newly Revised* shall govern all meetings of the duly constituted bodies of the Association.

Article 12 - Amendments

Section (A) Amendments to this Constitution may be proposed upon the initiative of a majority vote of the Executive Committee or by a petition signed by at least five percent (5%) of the active members representing at least two (2) departments within SCOPE. Any proposed amendment(s) and/or petitions should be directed to the SCOPE Elections Chair accompanied by a written copy of the amendment with the changes highlighted. The proposed amendment(s) shall then be put forth on the next regularly scheduled statewide ballot.

Section (B) Amendments to this Constitution may be made by a secret mail ballot of a two-thirds (2/3) majority of the voting membership provided that the amendments have been introduced in writing to all members at least two (2) weeks before the vote.

BYLAWS

STATE COUNCIL OF PROFESSIONAL EDUCATORS

OEA/NEA

Article 1 - Meetings

Section (1-1) – The Executive Committee shall meet bi-monthly and/or at the call of the President.

Section (1-2) – A membership meeting may be convened when a petition calling for a membership meeting signed by at least twenty-five (25) active members has been submitted to the Association President. Such petition shall include a rationale justifying the expense of holding a membership meeting. The Executive Committee will consider the petition, and then make the final decision regarding a membership meeting. At least two (2) weeks advance written notice of such meeting shall be provided to the membership.

Section (1-3) – There shall be at least two (2) general membership meetings during each year, one in September at the Annual CEA Conference, the other immediately following the March/April Site Rep Training.

Article 2 – Quorum

Section (2-1) – The quorum for the Executive Committee meetings shall be one (1) more than fifty (50) percent.

Section (2-2) – The quorum for a general membership meeting shall be the membership present.

Article 3 – Newsletter

An Association Newsletter shall be published and distributed to the Association membership at least four (4) times yearly. The Editor of the Newsletter shall be appointed and/or removed by the President with approval of the Executive Committee.

Article 4 - Duties

Section (4-1) - President

- (A) Preside over all Association meetings and prepare their agenda
- (B) Represent the Association on all matters of Association policy
- (C) Serve as ex-officio member of all Association Committees
- (D) Serve as a delegate to the Ohio Education Association Representative Assembly

Section (4-2) – Vice-President

- (A) Preside over Association meetings in the absence of the President
- (B) Perform such other duties as delegated by the President
- (C) Serve as a delegate to the Ohio Education Association Representative Assembly
- (D) Chair the Grievance Committee

Section (4-3) – Secretary

- (A) Keep accurate minutes of all official meetings of the Association
- (B) Maintain the official files of the Association
- (C) Assist in mailing information and newsletters to the general membership
- (D) Perform other such duties as delegated by the President

Section (4-4) – Treasurer

- (A) Hold the funds of the Association and disburse them upon authorization of the Executive Committee
- (B) Cosign all financial documents and transactions with any other officer
- (C) Maintain records of receipts and disbursements
- (D) Provide guidance to the Membership Chair in the maintenance of the membership rolls
- (E) Prepare financial reports for meetings of the Executive Committee and an annual financial statement that shall be available to the membership
- (F) Be bonded
- (G) Chair the Budget Committee

Section (4-5) – Immediate Past President

- (A) Preside over Association meetings in the absence of both the President and the Vice-President
- (B) Serve by virtue of experience in and knowledge of the Association, as an advisor to the Executive Committee
- (C) Perform other such duties as delegated by the President

- (D) Serves for a period of 1 year after the expired/non re-elected term of office

Section (4-6) – Department Representative

- (A) Attend all Executive Committee meetings; or inform the President of anticipated absence and recommend seating of alternate
- (B) Contact Site Representatives as assigned, in their respective departments on a regular basis, at least semi-monthly, and prior to Executive Committee meetings
- (C) Report recommended policies and other actions of the Executive Committee to assigned Site Representatives in his/her department
- (D) Transmit proposals and recommendations from Site Representatives to the Executive Committee via written reports due at each Executive meeting
- (E) Serve on at least one standing committee other than the Elections Committee
- (F) Encourage other members of their Department to become actively involved in working on standing committees of the Association
- (G) At sites where no site representative is elected, or resigns, or is removed, the department representative shall serve as the site representative

Section (4-7) – Site Representative

- (A) Report recommended policies and other actions of the Executive Committee to members of the site
- (B) Transmit proposals and recommendations from members at the site to the Department Representative
- (C) Assist the Membership Committee in verifying the accurate membership and enrolling new members
- (D) Insures that a SCOPE member is assigned to conduct the annual Site Rep election each May according to the SCOPE Policy for the Election of Site Representatives
- (E) Act as a representative for the individual member(s) who has a professional problem, transmit information and seek needed assistance from the Association
- (F) Act as an advocate for members in terms of contract enforcement and assist in the grievance process; or alternately advocate for members in other venues recommended by Association leadership (e.g. Labor/Management meetings)
- (G) Responsible for appointing SCOPE member to standing, mandatory institutional committees

- (H) Must contact their department representative by phone, e-mail, or postcard once per month (by the 15th of each month) and report the status of their site. An alternative form of communication can be mutually decided upon by the department representative and the site representative

Section (4-8) – Delegate to OEA and/or NEA Representative Assembly

- (A) Represent SCOPE and the membership of the Association at the Representative Assembly. **If the elected representatives are not able to be present they will notify the President of SCOPE at least two weeks prior to the RA so that an alternate may be seated.**
- (B) Follow all policies and procedures established by the SCOPE Executive Committee for delegates attending Representative Assemblies

Article 5 - Committees

Section (5-1) – The following standing committees shall be maintained:

- (A) Negotiations – prepares and pursues membership goals in collective bargaining
- (B) Grievance – maintains grievance records and advocates for the membership in grievance procedures
- (C) Communication – produces membership newsletters under the direction of the editor, develops press releases and encourages positive public relations, and oversees the facilitation of various designated Union workshops or training sessions
- (D) SCOPE Day Committee – develops and facilitates the annual SCOPE professional day
- (E) Elections – oversees and directs elections as provided herein. No current member of or candidate for the Association’s Executive Committee shall serve as a member of the Elections Committee
- (F) Membership – promotes membership, conducts membership campaigns and maintains membership rolls under the observation of the treasurer
- (G) Political Action – involves membership in Candidate endorsements, campaigns, and political action fund collections; seeks membership involvement in relevant local, state, and national political affairs
- (H) Budget – prepares the annual budget and presents it to the Executive Committee at the 1st Executive Committee meeting in October each year, giving estimates of income and of necessary expenditures (including a separate estimate for each Committee) for the next year; periodically reviews the SCOPE expenditure

policy; and makes budget recommendations for fiscally reasonable changes at any time during the year

- (I) Audit – arranges for regular audits of the Association’s financial records

Section (5-2) – Necessary Ad-Hoc committees may be appointed, as needed, by the President, with the approval of the Executive Committee

Article 6 - Budget

An annual budget shall be adopted by the Executive Committee at the October Executive Committee meeting of each year.

Article 7 - Dues

Section (7-1) – The Association shall have a dues structure adequate to fund an active program. The dues rate for the succeeding year shall be determined before the end of each fiscal year and approved by the Executive Committee.

Section (7-2) – Every Unit 10 person shall also pay the dues required to the district, state, and national Associations with which the local is affiliated.

Section (7-3) – The Association shall annually enter into a dues transmittal contract with the Ohio Education Association.

Article 8 - Fiscal Year and Membership Year

The fiscal year and membership year of the Association shall be September 1 to August 31.

Article 9 - Censure, Suspension and Expulsion of Members

Section (9-1) – According to procedure adopted by the Association, the Executive Committee may suspend from the membership or expel any member for one or more of the following reasons:

- (A) Violation of the Code of Ethics of the Education Profession
- (B) Conviction of a felony
- (C) Actively engaging in, or actively supporting activities directed against the constitutional purposes of the Association to bring about changes in the Association by means other than those that are consistent with the Association’s Constitution

Section (9-2) – The Executive Committee may reinstate members previously suspended or expelled

Section (9-3) – Due Process

The Association guarantees that no member may be censured, suspended, or expelled without a due process hearing, which shall include a proper appellate procedure.

Article 10 – Elections

Section (10-1) – Unless otherwise specified, the elections committee shall report, in writing, the results of elections to the President within five (5) working days of the elections.

Section (10-2) – All ballots, marked, unmarked and voided, and all other records pertaining to the elected positions of this association shall be preserved for one year from the date the election was held and such ballots and other records shall be made available to OEA officers upon request for inspection and examination.

Section (10-3) - The Elections Committee shall present a slate of candidates for each office, except that of immediate past president. A candidate for office shall submit a petition signed by at least five active members or a member may nominate himself/herself by completing a declaration of candidacy form, which shall be obtained from the Elections Committee Chairperson.

Section (10-4) – Election of Association Officers and Department Representatives

- (A) The election of the SCOPE President and SCOPE Secretary shall be conducted by secret mail ballot in odd numbered years on dates by May designated by the elections committee.
- (B) The election of the SCOPE Vice-President and SCOPE Treasurer shall be conducted by secret mail ballot in even numbered years on dates by May designated by the elections committee.
- (C) The election of SCOPE Department Representatives shall be conducted by secret ballot in even numbered years on dates by May designated by the elections committee.

Section (10-5) – Newly-Elected Officers and Department Representatives

- (A) The newly elected SCOPE Officers and Department Representatives shall serve a two (2) year term of service, effective with the August training of the Site representatives.

Section (10-6) – In the event the office of President becomes vacant during a term of office, the Vice-President shall assume the office of President. If the Vice-President cannot assume the office of the President, the line of succession shall be as follows: Secretary, then Treasurer. In the event the office of Vice-President, Secretary, or Treasurer becomes vacant during a term of office, the President shall, upon the advice and consent of the Executive Committee, appoint another member to fill that vacancy. The appointment shall be approved by a majority vote of the Executive Committee.

Section (10-7) – One (1) Department Representative for every fifty (50) employees major fraction thereof employed during the pay period which includes January 1 of an election year in the following departments shall be elected to serve on the Executive Committee, provided, however, that there is at least one (1) Department Representative for each of the following:

Department of Rehabilitation & Corrections

Department of Youth Services

Department of Education, School for the Blind

Department of Education, School for the Deaf

Department of Mental Health, State Library Board, and Other Miscellaneous Agencies (The various agencies represented as miscellaneous shall be considered as one (1) agency.)

Section (10-8) – The term of office for each Department Representative shall be two (2) membership years, effective with the August training of the representatives in even years.

Section (10-9) - A candidate for Department Representative shall submit a petition signed by at least five (5) active members in the department or a member may nominate himself/herself by completing a Declaration of Candidacy form which shall be obtained from the SCOPE Elections Committee chairperson.

Section (10-10) – The election of Department Representatives shall be conducted by secret mail ballot with voting restricted to SCOPE members in each respective department. It shall be the duty of the Elections Committee to establish the election procedure and to ensure the conduct of a fair and impartial election in each department.

Section (10-11) – In the event of a vacancy for the position of Department Representative, a Department Representative shall, upon the advice and consent of the Executive Committee, be appointed by the Association President to fill the unexpired term. The appointment shall be approved by a majority vote of the Executive Committee.

Section (10-12) – There shall be one (1) Site Representative at each site with 5 or more members.

Section (10-13) – The term of office for each Site Representative shall be one (1) membership year beginning on September 1st.

Section (10-14) – In May the members of each site shall elect a Site Representative. Candidates for Site Representatives shall submit a petition signed by at least five (5) active members at the site or a member may nominate himself/herself by completing a Declaration of Candidacy form obtained from the SCOPE Elections Committee Chairperson. All Site Representatives shall be elected by secret ballot. The election shall be conducted by the Site Representative at each site, except that no person seeking the position of Site Representative shall participate in conducting of the election. In the case that a Site Representative is seeking re-election, the Executive Board representative for each site shall appoint a member to conduct the election. In the event that there are no candidates for Site Representative at the site, the SCOPE President shall appoint a volunteer to the position, with the approval of the SCOPE Executive Committee.

Section (10-15) – The newly elected Site Representatives shall be certified to the President of the Association on a form provided by the SCOPE Elections Committee Chairperson, no later than May 30th of the election year.

Section (10-16) – In the event of a vacancy in the position of Site Representative, an interim Site Representative shall be appointed by the Association President to complete the term of office.

Section (10-17) – The term of office for OEA or NEA delegates shall begin October 15th and shall last one (1) membership year.

Section (10-18) – Candidates for OEA or NEA delegates shall submit a petition signed by at least five (5) active members or a member may nominate himself/herself by completing a Declaration of Candidacy form which shall be obtained from the Elections Committee Chairperson or on the aboutsco.pe.ohea.us website.

Section (10-19) – The election of OEA and NEA delegates shall be conducted by a secret mail ballot prior to the beginning of each membership year during the April/May elections. It shall be the duty of the Elections Committee to establish the election procedure and to ensure the conduct of a fair and impartial election.

Section (10-20) – If a vacancy for an OEA or NEA delegate occurs the individual with the next highest number of votes shall assume the delegate position as an alternate. The SCOPE President shall inform the OEA or the NEA of alternates for delegates.

Article 11 - Fact Finding and Ratification Vote Policy

Fact-Finding and Ratification vote procedures should conform to ORC 4117-9-05 and be in accordance with the guidelines for ratification of collective bargaining agreements and fact find reports as set forth in the OEA Elections manual.

Section (11-1) – SCOPE shall conduct all ratifications of collective bargaining agreements in accordance with the guidelines for ratification of collective bargaining agreements and fact finders reports as set forth in the OEA Elections Manual. Fact Finding and Ratification vote procedures should conform to ORC 4117-9-05 and OEA Elections Manual.

Section (11-2) – At least one member of the Bargaining Team or SCOPE Executive Committee member shall be present at each location to oversee the vote. At least one (1) day prior to the Fact-Finding or Ratification vote a copy of the Fact Finder’s report or Tentative Agreement shall be delivered to each site.

Section (11-3) – Voting policy shall be as follows:

- (A) Only SCOPE members may vote
- (B) Non-members of SCOPE (RE: FAIR SHARE) may observe the vote but do *not* have voting privileges.
- (C) An ID shall be required for admittance.
- (D) Each member’s name must appear on a current membership list and each member shall sign his/her name and address on the list to receive a ballot.
- (E) There shall be no absentee or proxy votes.

Section (11-4) – Balloting policy shall be as follows:

- (A) Voting shall be by written, secret ballot
- (B) The first vote shall be for acceptance or rejection of the Fact-Finding report. The ballot language shall read as follows:

_____ Accept the Tentative Agreement or Fact Finder’s Report

_____ Reject the Tentative Agreement or Fact Finder’s Report
(NOTE: A VOTE TO REJECT CONSTITUTES A STRIKE
AUTHORIZATION FOR THE SCOPE EXECUTIVE COMMITTEE.)

- (C) The vote must be verified by the elections committee.

Section (11-5) – The President of the Association shall be responsible for reporting the voting results to SERB.

Article 12 - Amendments

Section (12-1) – Amendments to these Bylaws may be proposed upon the initiative of a majority vote of the Executive Committee or by a petition signed by at least ten (10) current, active members representing at least two (2) departments within SCOPE.

Section (12-2) – Amendments, alterations, additions, or deletions to these Bylaws shall be made by a majority vote by secret mail ballot of the total voting membership of the Association.

Article 13 - Enabling Provision

This Constitution and these Bylaws shall become effective December 1, 2005 following their adoption, and shall remain in effect until amended according to the applicable provisions hereof. The Association President shall be empowered to fill by appointment those Department Representative positions shown in Section 4 of the Merger Agreement as “To be appointed”.

Article 14 Dissolution of Association

Section 14-1. A petition for dissolution of the Association may be presented in writing to a meeting of the general membership by any member in good standing and must contain the signature of three-fourths (3/4) of the total membership of the Association.

Section 14-2. Upon receipt of the petition for dissolution by the total membership, the Association shall act upon the petition at the next general membership meeting.

Section 14-3. The Association shall be considered dissolved if three-fourths (3/4) of the total membership vote by secret ballot in favor of dissolution.

Section 14-4. The effective date of dissolution shall be thirty (30) days from the date of the vote, thus allowing for the disposal of assets and liabilities.

Section 14-5. In the event of dissolution of the Association, all assets of this organization remaining after payment of all obligations shall be distributed to the Make a Wish Foundation of Ohio provided that it is an entity recognized as exempt from Federal taxation. In the event that Make a Wish Foundation of Ohio is not then recognized as tax exempt, such assets shall then pass to The Ronald McDonald House of Ohio provided that is recognized as exempt from Federal taxation.

MEMBERSHIP

So you ask, “How do we sign up new members?” As soon as a new employee begins work, the Site Representative should invite him/her to become a member of the Association. There are many benefits to membership. All Unit 10 employees are eligible for membership from their date of hire. **Employees are not required to complete their probationary period before becoming a member.**

New Unit 10 Employees

For a new employee to become a member of SCOPE, two forms must be completed, an OEA membership form and a state payroll deduction card. Remember to complete the following steps:

- 1) The employee should fill out, sign and date the membership form. Members should check the “continuing” payroll deduction box. Checking this box will preclude members from being removed as a member on OEA’s roster. If OEA does not have a member listed and he/she requires legal services, he/she will not receive assistance from our legal firm.
- 2) If an employee refuses to become a member, the form still needs to be completed (by the site representative) and the Site Representative should mark the fair share box. This is necessary because OEA provides fair share employees information concerning their rights of appeal for fair share and this is also the *only* way they get put on OEA’s membership list.
- 3) A Site Representative should also sign and date the form.
- 4) Next, get a payroll deduction card from personnel. (See example on the next page.) Have the member complete and sign it. Send a copy of this payroll deduction card to Amanda Crist, Treasurer
- 5) Send the Signed OEA membership form to the SCOPE membership chair.
- 6) Give the new member a copy of the history of SCOPE on page 5, and a copy of the new member memo on page 53.
- 7) Give them the SCOPE website address, at www.aboutscope.ohea.us. So they may be able to access the members page.

PAYROLL DEDUCTION CARD

State of Ohio Dept. of Administrative Services –ADM6307 Rev. 4-1-88		AUTHORIZATION FOR PAYROLL DEDUCTION	
Employee Name <u>Smith</u> <u>Betty</u> Social Security Number <u>123-45-6789</u> <div style="text-align: center; margin-left: 100px;"> Last First Middle </div> I hereby authorize the State of Ohio to make the following Deduction from my earnings:			
<input checked="" type="checkbox"/>	New Authorization	<input type="checkbox"/>	Change
<input type="checkbox"/>	Cancellation	<input type="checkbox"/>	Do Not Wish to Enroll
<input type="checkbox"/> Medical insurance (Complete Health Care Form)		<input type="checkbox"/>	Single
<input type="checkbox"/> Insurance		<input type="checkbox"/>	Family
<input type="checkbox"/> Charity Pledge			
<input checked="" type="checkbox"/> Union Deduction			
<input type="checkbox"/> Credit Union (Complete Credit Union Membership Form)			
<input type="checkbox"/> City Income Tax			
<input type="checkbox"/> Savings Bonds (Complete US Savings Bond Card)			
<input type="checkbox"/> Other _____			
DEDUCT: % or Amount _____ Effective Date _____		PAYROLL OFFICER	
PAYABLE TO: _____ Deduction Code <u>DO8</u>		PAYROLL NUMBER _____	
Employee Signature _____		WORK LOCATION _____	
		DATE _____	
		SIGNATURE _____	

All completed membership forms are to be mailed to:

DIANE PRETTYMAN
5999 GLENFINNAN CT.
DUBLIN, OH

Return the completed payroll deduction card to the payroll officer along with the green page of the membership form. Give the member their copy and mail the other copies to Diane. If you have any questions regarding membership services, materials or forms please write Diane at the above address or call her at [614-562-5119](tel:614-562-5119).

Transferred Employees

If a new employee has been transferred from another Unit 10 facility and or agency and is already a SCOPE member, the individual should submit a new payroll deduction card to his/her payroll officer. Transferred members are often placed on fair share deduction by their new facility when a new payroll deduction card is not completed. These members do not need to complete a new membership form; however, they should notify Amanda about their transfer. Amanda will notify OEA and change SCOPE's records so members will continue to receive their information from SCOPE and OEA.

PLEASE, PLEASE, PLEASE, as a site representative, SCOPE counts on you to let us know about new hires & fires, those members who quit, retire, transfer, change names, addresses, and yes, even the death of one of our members. We cannot keep an updated membership roster without your help. We use the SCOPE roster as our mailing list and also as the official list of who can or cannot vote during SCOPE elections and contract voting.



We cannot stress enough the importance of an accurate SCOPE membership list!
We cannot have this without your help.

TO: New Employees
FROM: SCOPE Site Representative
RE: Union Membership
DATE:

I have enclosed a history of SCOPE (State Council of Professional Educators), a brief sheet of the advantages of becoming a SCOPE member and SCOPE salary schedules.

The dues for the membership year, 2014-2015 total **\$904.00** and the breakdown is as follows:

OEA, NEA Central & Uniserve Dues	\$ 732.00
SCOPE	\$ 172.00

We have what they call a closed shop, which means if you choose not to become a member of SCOPE, you are classified as a **non-member fee payer**. Your dues deductions for this classification are taken out over **26 pay periods**, starting in September and running through the end of August. The amount for each of the 26 pay periods is **\$28.15**

Personnel will **assume you are a fee payer** and put you in this classification if you choose not to join. So, if this is your choice, you don't need to do anything except let me know in writing that you do not want to become a union member.

If you choose to become a member your dues are taken out over **26 pay periods** at **\$34.77** per pay. These deductions will start immediately and run throughout the calendar year. We can accept you as a member no matter when you are hired and you will have union protection from the date you sign the OEA membership form.

You end up paying the same amount either way, although you are entitled to go through a rebate procedure with the Ohio Education Association each year. Some years you will get a refund of a portion of your dues, some years you will not. This depends on SCOPE's OEA's and NEA's financial reports each year.

As a SCOPE site representative, I encourage you to join the union as a full-fledged member with all of the benefits this entails.

I have enclosed a membership form and a dues deduction card that you will need to fill out and return to me as soon as possible if you choose to join the union.

OHIO EDUCATION ASSOCIATION WORKSHOP

SCOPE

GRIEVANCE ADVOCACY



I. OVERVIEW

The modern grievance procedure is a relatively recent development. In the early years of collective bargaining, the labor-management relationship had not evolved to the point at which unions and managements distinguished between the processes of negotiating the basic contract and administering it. Instead, the collective bargaining relationship – including both negotiations and contract interpretation – was grounded on the principle of force.

Gradually, labor and management came to realize that other methods for resolving employee grievances and questions of contract interpretation were available.

In 1960, the U.S. Supreme Court issued a series of three decisions, now known as the Steelworkers Trilogy, in which it ruled that, in most cases, an arbitrator was more capable than a judge of interpreting labor contracts. Consequently, the adoption of grievance procedures in labor contract expanded.

In the State of Ohio, Chapter 4117 of the Public Employees Collective Bargaining Law requires that all collective bargaining agreements “...contain a provision that provides for a grievance procedure which may culminate with final and binding arbitration of unresolved grievances...” (Section 4117.09 (B) (1))

II. THE GRIEVANCE PROCEDURE

The Agreement between the State of Ohio and SCOPE provides:

ARTICLE 5 - GRIEVANCE PROCEDURE

5.01 – Purpose

The Employer and the Association recognize that in the interest of harmonious relations, a procedure is necessary whereby employees are assured of prompt, impartial and fair processing of their grievances. Such procedure shall be available to all employees and no reprisals of any kind shall be taken against any employee initiating or participating in the grievance procedure. The grievance procedure shall be the exclusive method of resolving both contractual and disciplinary grievances except where otherwise provided by this Agreement.

The parties intend that every effort shall be made to share all relevant and pertinent records, papers, data and names of witnesses to facilitate the resolution of grievances at the lowest possible level. Where **available, and with forty-eight (48) hours notice to the Association**, speakerphone and/or teleconferencing may be utilized for the purpose of conducting grievance meetings.

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

5.02 – Definitions

- A. Grievance - refers to an alleged violation, misinterpretation or misapplication of specific provision(s), article(s), and/or section(s) of this Agreement.
- B. Disciplinary Grievance - refers to a grievance involving a suspension or termination.
- C. Day - refers to calendar day except where otherwise specified. Times shall be computed by excluding the first and including the last day, except that when the last day falls on a Saturday, a Sunday or a legal holiday, the act may be done on the next succeeding day which is not a Saturday, Sunday or legal holiday. "Work Days" refers to Monday through Friday, excluding legal holidays.
- D. Appointing Authority refers to the public official of a department, board, commission or body who has the statutory authority to appoint or discharge an employee. The term "appointing authority" also includes the public official's designee.
- E. Employing Agency refers to the department, board, commission, or body within which the employee is appointed. If there is more than one (1) appointing authority within the Employing Agency, the term Employing Agency refers to the entire department under the control of the director of the department.
- F. Grievance number refers to the number assigned by the Employing Agency designee at the level the grievance is originally filed. The assignment of a number is merely for tracking purposes and shall not be construed as recognition that it is a valid grievance.
- G. The Employer and the Association are committed to utilizing all available technologies to ensure prompt and efficient processing of grievances. A Technology Transition Committee shall be created for the purpose of streamlining the filing and processing of grievances.

5.03 – Qualifications

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

Where a group of employees or the Association desires to file a grievance involving an alleged violation which affects more than one (1) employee in the same way, the grievance may be filed by the Association. Grievances so initiated shall be called class grievances. The caption of the grievance shall bear the name of one (1) affected employee with the designation listing all affected employees. Class grievances shall be filed within fifteen (15) working days of the date on which any of the affected employees knew or reasonably could have had knowledge of the event giving rise to the class grievance. Class grievances shall be initiated at Step Two (2) of the grievance procedure.

The Association will provide to OCB the names of those Association representatives with the authority to file and sign class grievance on behalf of the Association. OCB will transmit to each Employing Agency a list of representatives. The Association will inform OCB of any changes, additions, or deletions to this list.

5.04 - Termination of Grievance

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

5.05 - Grievance Procedure

The following Steps apply to the processing of grievances:

A. Step One (1) – Local Employing Agency Designee

An employee or Association Representative having a grievance shall file it online within fifteen (15) working days of the date on which the employee knows or reasonably could have had knowledge of the event giving rise to the grievance, but no later than thirty (30) days after the event. If being on approved paid leave prevents a Grievant from having knowledge of an occurrence, then the time lines shall be extended by the number of days the employee was on such leave except that in no case will the extension exceed ninety (90) days after the event.

Upon receipt of the grievance, the Local Employing Agency Designee shall indicate the date of receipt on the grievance form. Within fourteen (14) days of receipt, a meeting shall be held with the Grievant. The Grievant shall receive notification at least two (2) days prior to the meeting. An Association Site representative, and/or other authorized Association representative, may attend the meeting and shall represent the employee if requested. The OEA LRC will serve as spokesperson for the Association during the meeting unless otherwise designated.

Within ten (10) days after this meeting, the Local Employing Agency Designee shall respond via the online grievance and return a copy to the Grievant and to the Association Site representative.

Site for Grievance Online: <https://oh-grievance.secure.force.com/AppLogin/SiteLogin>

FILE GRIEVANCES WHEN NECESSARY.

Consult your designated SCOPE leader to assist you, if you have questions regarding such matters as proper procedure, legal questions; format; etc.

MAINTAIN APPROPRIATE RECORDS AND FORWARD THEM, AS REQUIRED.

KEEP YOUR SCOPE LEADERS INFORMED OF THE STATUS OF ALL GRIEVANCES AND RELATED PROBLEMS.

PUBLICIZE SCOPE'S EFFORTS TO RESOLVE EMPLOYEES' PROBLEMS.

- Talk about your efforts with other employees.
- Declare and announce victories.

- Ask those employees you assist to tell other employees about SCOPE's role in resolving issues.

USE YOUR REPRESENTATIONAL SERVICES AS A BASIS FOR RECRUITING NEW MEMBERS.

- Explain to non-members what SCOPE is doing in behalf of employees.
- Offer to help non-members resolve their problems, and, while doing so, explain how SCOPE can help them. Point out how important the demonstration of a united front is and ASK THEM TO JOIN SCOPE!

B. DUTIES OF THE GRIEVANCE COMMITTEE

Although the creation and operation of a local grievance committee is not mandatory, many locals do operate such a committee. Obviously, the structure, function, duties and responsibilities of a local committee will vary from local to local. For example, the scope of responsibility of some communities may begin with the committee's determining whether an employee can even initiate a formal grievance; in other cases, the committee's involvement begins at the superintendent's level of the procedure.

Below are some general guidelines regarding the operation of a local grievance committee.

1. Operate within the authority outlined in the local by-laws.
 2. Oversee the operation of the grievance investigation team, a group of representatives assigned to consult with employees before they file a grievance and to help employees file their grievances or otherwise resolve their problems.
 3. Conduct regular meetings, as required by local by-laws.
 - a. Hear cases scheduled
 - b. Allow the subject employee(s) and his/her SCOPE representative to present the case.
 - c. Get all the facts.
 - d. Consider cases thoroughly, before making commitments.
 - e. Make decisions in a fair and impartial manner.
 - f. Solicit reports from SCOPE representatives.
 4. Hear appeals to denials for advancing grievances to the next step and to the committee's related decisions.
 5. Maintain a complete case-file system.
 6. Issue regular reports to the executive committee and the membership.
- CONFIDENTIALITY MAY BE WARRANTED in some situations.
7. Consult the designated OEA Labor Relations Consultant, as required.
 8. Maintain liaison with SCOPE's other committees, especially the local bargaining committee.
 9. Maintain a structure and an operation that will endure over a long period of time.
 10. Educate the local members regarding their rights and responsibilities in the area of filing grievances and resolving work-related problems.

XI. THE ARBITRATION PROCESS

Labor arbitration is the commonly accepted process to which America's labor union and employers submit labor contract disputes which have not been resolved at earlier stages of the grievance procedure. Through arbitration, the parties to a labor agreement are able to achieve final and binding resolution of questions related to contract interpretation and application, without suffering unnecessary disruption to the workflow.

In the arbitration process, representatives of the employer and the employees attempt to convince the arbitrator of the validity and correctness of their respective positions.

There are two types of arbitration.

RIGHTS OF ARBITRATION: Involves a decision by an arbitrator, hired by the parties, to resolve a dispute between the grievant and the management regarding the interpretation or application of the parties' contractual rights, during the life of the agreement.

INTEREST ARBITRATION: Involves the determination by an arbitrator, hired by the parties, to resolve a bargaining deadlock related to which terms and conditions are to be included in a labor agreement.

This discussion will focus on RIGHTS – or grievance – arbitration.

Arbitrators are generally selected jointly by the parties from lists supplied by such organizations as the American Arbitration Association (AAA) and the Federal Mediation Conciliation Service (FMCS). A common method used by local parties for selecting an arbitrator from a list is the “strike” procedure in which each party, in alternating order, strikes an arbitrator's name from the list, until one name remains. That arbitrator is then contracted to hear the case. The standards for deciding whether to submit a case to arbitration are, by necessity, general and depend frequently on the particular circumstances surrounding a specific case.

Some of the standards used by associations follow.

- A. Is PROOF available?
- B. Are supportive witnesses available and willing to testify?
- C. How has the challenged contract language been interpreted by the parties and by arbitrators in the past?
- D. How clear is the subject contract language?
- E. What are the potential consequences of a negative decision? (i.e., what could be the “worst case” result?)
- F. Is the cost of proceeding to arbitration warranted by the potential benefit of a victory?
- G. Politically and institutionally, can SCOPE afford to lose this case?

The part you play in processing a grievance from your initial contact with it plays critical roles in its ultimate success at arbitration. The foundation you construct will furnish its support throughout its journey. Nothing else will have more of an impact. Below, we have provided a checklist for ensuring that you have done all you could do to prepare for full consideration when submitting it for arbitration.

- A. Follow the procedures outlined in this handbook.
- B. Thoroughly investigate the complaint.
- C. Write the grievance in brief form, using clear and concise language. Consult the designated OEA labor relations consultant for assistance and review.
- D. Always include a statement reserving SCOPE's right to amend the grievance if new information is discovered.
- E. Maintain a complete set of legible records.
- F. Develop and maintain an accurate list of witnesses.