

GRIEVANCE SETTLEMENT AGREEMENT
(OCSEA)

This Agreement made November 1, 2006; by and between the Ohio Dept. of Taxation (ODT), the Ohio Civil Service Employees Association, Local 11, AFSCME (OCSEA), and Class (~~Employee~~), parties hereto.

Whereas, there is now pending, a grievance filed by the above named employee and OCSEA against the (ODT) pursuant to the Collective Bargaining Agreement, identified as grievance number 30-04-20060411-0029-01-14 based on the following allegations:
30-10-20060117-0007-01-14
Violation of Section(s):

WHEREAS, the (ODT) denies any liability in connection with the alleged claim;

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

Now therefore, all parties hereto, in consideration of their mutual covenants and agreements to be performed, as hereinafter set forth, agree as follows:

- ① ODT agrees to abide by the OCSEA Contract.
- ② OCSEA shall be permitted to select the bargaining unit members of its choice to attend ODT Health and Safety Committees and ODT Labor/Management Committees, in accordance with the Contract.
- ③ The parties agree to meet within forty-five (45) days to discuss ground rules and guidelines for Health and Safety and Labor/Management committees.

OCSEA agrees to waive any and all rights it may currently or subsequently possess to obtain any reparation, restitution or redress for its members as a result of the events which formed the basis of the aforementioned grievance, including the right to have the grievance resolved through arbitration, or through resort to administrative appeal or through the institution of legal action.

OCSEA agrees to withdraw the aforementioned grievance and to waive its right to pursue any and all claims that may arise as a result of the implementation of the terms of the Agreement.

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

[Signature] 11-1-06
TAX Date

[Signature] 11/1/06
ODAS, Office of Collective Bargaining Date

[Signature] 11/1/06
OCSEA, AFSCME Local 11 Date

[Signature] 11-1-06
OCSEA, AFSCME Local 11 Date

(This settlement is valid without the Employee's signature. The Employee's signature is only needed to obtain waiver of individual rights).

Employee agrees:

To waive any and all rights they may currently or subsequently possess to receive any reparation, restitution or redress for the events which formed the basis of the aforementioned grievance, including the right to resort to administrative appeal or through the institution of legal action. Employee specifically agrees to withdraw the following actions which are currently pending:

I have read the above paragraph and I am making a KNOWING and VOLUNTARY Waiver of my rights as set forth above.

Grievant

Date

12/14/04