

**Office Professional Study Implementation,
Allocation and Alternative Dispute Resolution Agreement**

The purpose of this agreement is to set forth the terms for the implementation of the classification specifications developed by the Joint Office Professional Review Committee pursuant to Article 36.05(2) of the collective bargaining agreement (CBA), the allocation of the employees into these classifications, and the alternative dispute resolution process for impacted employees.

Pursuant to the Collective Bargaining Agreement (CBA) for the Ohio Civil Service Employees Association, AFSCME, Local 11, AFL-CIO and Chapter 4117 of the Ohio Revised Code, the State of Ohio, Department of Administrative Services, Office of Collective Bargaining (Employer) and the Ohio Civil Service Employees Association, AFSCME, Local 11, AFL-CIO (OCSEA) have reached the following agreement. This agreement becomes effective upon the date of signature by the Deputy Director of OCB, or her designee.

1. **Implementation.** The parties agree to implement the Office Professional 1 (job code 12141) and Office Professional 2 (job code 12142) classification specifications, attached as Exhibit A, developed by the Joint Office Professional Review Committee pursuant to Article 36.05 of the CBA. The parties also agree to implement the revised Management Analyst (job code 63211) classification specification, attached as Exhibit B. The parties further agree that the Employer may delete the following classifications once all grievances related to the allocation of impacted employees have been resolved:

- 12111 Clerk 1
- 12112 Clerk 2
- 12113 Clerk 3
- 12511 Office Assistant 1
- 12512 Office Assistant 2
- 12513 Office Assistant 3
- 12611 Word Processing Specialist 1
- 12612 Word Processing Specialist 2

The union waives its right to 45-day notice for the implementation of these classification series. The union reserves the right to challenge the point factor and/or pay range assigned by DAS as permitted by Article 36.05.

2. **Allocation.** The parties agree to allocate all bargaining unit employees within the scope of classifications determined by the Joint Office Professional Review Committee. The scope includes the following classifications:

- 12111 Clerk 1
- 12112 Clerk 2
- 12113 Clerk 3

12511 Office Assistant 1
12512 Office Assistant 2
12513 Office Assistant 3
12611 Word Processing Specialist 1
12612 Word Processing Specialist 2
63211 Management Analyst

Employees may be allocated to a classification outside of those being considered in this review if the review of their duties indicates that a different classification is the most appropriate fit. Allocations will become effective with the pay period beginning August 6, 2017, in accordance with the following:

- a. If an employee's classification does not change or the employee is allocated into a classification with the same pay range as their current classification, the employee will retain their current rate of pay. The employee's step date and longevity shall not change as a result of this movement.
- b. If an employee is allocated into a classification with a higher pay range than their current classification, the employee will be placed at the step of the higher pay range that provides the employee with compensation that is approximately four percent (4%) higher than the current step of the employee's current rate of pay. Employees will be placed in a step no lower than step 2 of the assigned pay range, provided the employee is not on probation in their previous classification. Longevity supplements will be adjusted in accordance with the CBA. The employee's step date shall be changed to the effective date of the allocation, August 6, 2017 as a result of this movement.
- c. If an employee is allocated into a classification with a lower pay range than their current classification, the employee will be placed at the step of the lower pay range that provides the employee with compensation that is equal to his/her current rate or that provides the least amount of increase, but no decrease in pay. Longevity supplements will be adjusted in accordance with the CBA. If an employee's base rate of pay exceeds the maximum rate of pay in the new pay range, the employee will be placed into step X. Employees in Step X shall retain their current total rate of pay. Employees in Step X will not receive additional longevity increases until they are removed from Step X. The employee's step date shall not change as a result of this movement.

3. Dispute Resolution Procedures.

If an employee is not in agreement with his/her allocation, the employee will have the right to dispute the allocation under the dispute resolution parameters established in this agreement. The dispute resolution procedures for employees to challenge their classification allocation shall be as follows:

- a. Employees will receive notice of their allocation, and the allocation will become effective August 6, 2017. If an employee disagrees with their allocation, the employee will have thirty (30) calendar days from the receipt of their allocation letter to file a Working Out of Class

(WOC) Grievance in the OH-Grievance System at <https://oh-grievances.force.com/Union/SiteLogin>. The WOC grievance shall clearly state the classification that the employee believes is a more appropriate fit within the classification plan and the specific duties they perform that are not reflected in their current allocation.


- b. WOC grievances will be filed directly at Step 2 of the grievance process. In lieu of scheduling an agency Step 2 meeting, OCSEA/Office of General Counsel & DAS/Office of Collective Bargaining (OCB) shall schedule meetings to discuss the employee allocations. This meeting will be considered the Step 2 meeting for this WOC Process. Agencies will be assigned dates and locations to conduct the modified Step 2 meeting. The meeting location will be determined by OCSEA and OCB, and provided to the agency. There shall be three (3) management participants and three (3) union participants at this meeting. The three (3) management representatives shall include one (1) employee from the Ohio Department of Administrative Services, Office of Collective Bargaining, one (1) employee from the Ohio Department of Administrative Services, Office of Talent Management and one (1) exempt employee from the challenging employee's agency. The Union shall have three (3) union participants, with one (1) to include OCSEA's Office of General Counsel and may include the employee challenging their allocation. OCB and the OCSEA Office of General Counsel will provide assistance and counsel to the parties at this meeting. The meeting participants, shall discuss the employee's allocation and duties being performed and attempt to resolve the issue. The parties shall attempt to schedule and hold the Step 2 meeting within fifty (50) days of the grievance being filed unless otherwise mutually agreed upon. If the parties mutually agree to meet outside of the fifty (50) days, an extension date shall be entered into the OH-Grievance System by management prior to the appeal button activating. After the modified joint Step 2 meeting, the agency will have fourteen (14) days to make a determination and either resolve or deny the grievance.

Absent resolution at the Step 2 meeting, agencies shall upload their response and deny the grievance. Any unresolved grievances will be advanced and scheduled for non-traditional arbitration (NTA) by the parties. The parties will select an arbitrator knowledgeable in classification and compensation. The arbitrator shall issue a bench decision stating whether the classification assignment proposed in the grievance is appropriate. If the WOC grievance is granted by the arbitrator, it will result in a reclassification, only to the grieved classification. If the arbitrator determines that the grieved classification assignment is not appropriate, the arbitrator may either deny the grievance in its entirety or may issue a cease and desist order to the agency for the specific duties that are not addressed in the current allocation. If the parties agree, they may request a thirty (30) day stay from the arbitrator to discuss other agreeable options. If the grievance is granted, the effective date of August 6, 2017 shall be utilized as the effective date for any applicable back pay. The employees step date will be reset to the effective date. The decision of the arbitrator is final and binding. Except as otherwise modified by this agreement, arbitration will be conducted in accordance with Article 19 of the CBA.

Termination and Modification

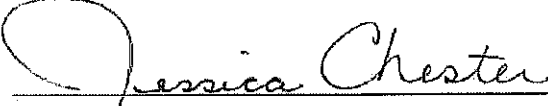
This agreement shall terminate at the conclusion of all grievances heard at NTA.

This agreement constitutes the complete understanding of the parties and merges and supersedes all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter thereof. This letter of agreement may be used by either party only to enforce its provisions and will not be used in any unrelated hearing, grievance, arbitration or negotiation.



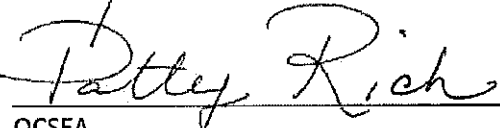
ODAS, Office of Collective Bargaining

6/28/2017
Date



OCSEA

6-28-2017
Date



OCSEA

6-28-17
Date