

## **Letter of Agreement**

In accordance with Article 8.05 and Appendix S of the current Collective Bargaining Agreement between OCSEA/AFSCME and the State of Ohio, the Department of Administrative Services (DAS), Office of Collective Bargaining (OCB) and OCSEA agree to create a career path to the Information Technology classifications to address Agency recruitment needs through an IT Apprenticeship classification. Agencies may post IT Apprenticeship opportunities for the purpose of training selected candidates to meet the minimum qualifications of the needed IT classification.

### **Agreement**

The parties agree that the IT Apprenticeship shall adhere to the following terms:

1. The IT Apprenticeship classification is a project employee (PE), limited term (temporary), unclassified appointment for up to two thousand eighty (2,080) work hours while an apprentice is receiving on-the-job training and/or going to school to meet the minimum qualifications of the IT Associate classification. The IT Apprenticeship position may be a full-time or part-time position. Such positions will not be used to avoid filling permanent bargaining unit positions. In no event will any individual receive more than twelve (12) months' credit toward the experience requirement of the full-performance IT classifications for time spent in the IT Apprenticeship classification.
2. The IT Apprenticeship classification is assigned to step 1 of pay range 29. No employee in the IT Apprenticeship classification shall be eligible for step advancement; employees shall remain at step 1 for the duration of the temporary appointment. Section 36.08 shall be used for any PE who does not regularly work first shift.
3. Upon meeting performance standards and working 2,080 hours, the IT Apprentice PE will be reassigned to a permanent employee in an IT Associate classification specific to the classification series. IT Associate positions may also be filled by applicants who already possess the required minimum qualifications of the IT Associate without working as an Apprentice. Employees who are reassigned from the IT Apprentice or candidates for IT Associate who are external to the State at the time of selection, shall serve an initial probationary period and will be placed in step one (1) of pay range 30 and will receive a probationary step increase at one hundred and eighty (180) days. Current permanent employees that bid directly into the IT Associate classification shall serve a probationary period of three-hundred and sixty five (365) days and will be placed in a step as follows: 1) promotional movement will be placed in a step in accordance with article 36.04 and will receive a probationary step at one hundred and eighty (180) days; 2) lateral movement will retain their current step in pay range 30 and retain their annual step date; 3) demotion will be placed in a step in pay range 30 closest to not exceeding their current step rate and retain their annual step date.
4. Individuals who are in the IT Associate classification must serve a probationary period and cannot be reassigned to full performance during probation. Individuals may remain in the IT Associate classification for up to four thousand one hundred sixty (4,160) hours to obtain the needed experience to meet the minimum qualifications of the full performance IT classification. In no event will any individual remain in the IT Associate classification for more than four thousand one hundred sixty (4,160) hours, absent mutual agreement. In no event will any individual receive more than twenty-four (24) months' credit toward the experience requirement of the full-performance IT classifications for time spent in the IT Associate classification. If an individual remains in the IT Associate classification beyond their probationary period, the agency must use the provisions of

Article 24 to address performance concerns.

5. Upon completion of the probationary period set forth in Section 4 above and upon obtaining the needed experience to meet the minimum qualifications of the full-performance IT classification, the IT Associate is automatically reassigned to the applicable full-performance IT classification. Should the employee fail to fulfil the job requirements of the position to the Employer's satisfaction, disciplinary actions are subject to Article 24 of the parties' CBA. Employees who are reassigned to full-performance classification will be placed in the step that allows for an approximate 4% increase and will receive step increases annually thereafter. Employees reassigned to a full-performance classification will not receive a step increase after 180-days, only the annual step increase.
6. Current IT Apprentices, with a beginning date prior to July 1, 2024, will only be eligible for conversion with a signed agreement from the Agency and Union.
7. Monthly reports will be provided to the OCSEA 8.05 Committee of the total number of Apprentice and Associate postings; to include details of the posting(s); number of internal (bargaining unit) applicants bids, including individual applicant details; and external bids to apprentice and associate positions, including individual applicant details; list of current IT Apprentice PE; successful reassignments of PE to Associate positions and Associate positions to permanent full performance appointments; reasons participants whom leave the program to include termination or voluntary resignation; and training programs used to develop required skills. Upon request to each individual agency, OCSEA will be provided with a report of all employees on approved extended leave within the IT Apprentice and IT Associate classifications. Overall retention of these employees will be monitored separately from other data to determine if these additional efforts have lasting impact. The OCSEA 8.05 Committee will also review the efficacy of the Apprenticeship Program.
8. IT Apprenticeship appointment opportunities will be offered in Agency work units (i.e., divisions within agencies) determined by the Employer. The Agency work units with IT Apprenticeship and Associate appointments shall work with DAS, Office of Talent Management and the Union through a joint committee to establish mentoring programs and formalized feedback on the efficacy of the Apprenticeship Program every three (3) months. Hours of work for the Apprentice shall be flexible to fit with the program they are working on, e.g., hours will be offered at the discretion of the Employer and may vary dependent upon workload or specific tasks assigned.
9. The duration of employment in the IT Apprentice and IT Associate classifications may be extended, by mutual agreement of the parties. The IT Apprentices, and IT Associates serving an initial probationary period, may be terminated without notice and without recourse. Such termination will not be considered a layoff. IT Apprentice and IT Associates in their initial probationary period will have no bumping, recall, or reemployment rights. IT Apprentice appointments will not impact the recall/reemployment rights of those employees who have been displaced by layoffs. Terminations for IT Apprentices and IT Associates in their initial probationary period are non-grievable.
10. IT Apprentices are bargaining unit Project Employees with the following applicable contractual benefits: medical benefits, Union Benefits Trust (UBT), holidays, vacation, sick, and personal leave. Medical benefit premiums will be in accordance with the employee tiers in Section 20.05 of the collective bargaining agreement between the State and the Ohio Civil Service Employees Association (OCSEA). PE's will pay into the Ohio Public Employees Retirement System (OPERS). Prior service may be considered for purposes of vacation accrual and longevity as outlined in Section 28.01 and 36.07. PEs are not eligible for any other benefit unless specifically set forth in this or a separate agreement, or if required by federal and/or state law. Any other benefits must be set forth in a separate

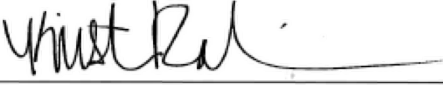


agreement. IT Associates are Bargaining Unit positions covered by the OCSEA Collective Bargaining Agreement.

11. IT Apprentices and IT Associates are subject to Article 17 and 19 of the parties' CBA as applicable.
12. IT Apprenticeship and IT Associate positions shall be posted for a minimum of five (5) days. All applicants shall meet the minimum qualifications and pass a selection assessment to qualify for IT Apprenticeship and IT Associate positions. Applicants will be selected in rank order based on the score achieved on the selection instrument. In the event of a tie in scores, the applicant with the highest state seniority will be selected. Agencies may post "Apprentice/Associate" and place the selected candidate in the appropriate classification based upon current proficiency (e.g., if the selected candidate meets the minimum qualifications for the IT Associate, the agency is not required to first place the candidate in the IT Apprentice classification).
13. The parties agree that at least one-third (1/3) of the available IT Apprenticeship and IT Associate appointments shall be awarded to internal bargaining unit members should enough qualified internal bargaining unit members apply and successfully meet the requirements of the selection assessment. Current bargaining unit members may bid upon these positions and will not have an inherent right to IT Apprenticeship or IT Associate positions.
14. If a current, permanent bargaining unit member employed by the Agency posting the vacancy is selected, the employee's rate of pay will be adjusted to the rate of pay as defined in Section 2 or Section 3 of this Agreement as applicable. Additionally, the Agency posting the vacancy agrees to hold open a same or similar position for up to one (1) year for that permanent employee. After one year, the permanent employee shall forfeit the right to return to a same or similar position and his or her rights shall be modified in accordance with the terms of this Agreement. At any time during that first year, the permanent employee may opt to return to the same or a similar position as previously held.
15. If a current permanent bargaining unit member employed by another Agency bids on a posting and is selected, the employee may request unpaid leave for up to one (1) year as outlined in Article 31.01(d). The Employing Agency will hold open a same or similar permanent position for up to one (1) year for that permanent employee if the request is granted. Request for leave under 31.01(d) shall not be unreasonably denied. The permanent employee's rate of pay will be adjusted to the rate of pay as defined in Section 2 or Section 3 of this Agreement as applicable. After one year, the permanent employee shall forfeit the right to return to a same or similar position and his or her rights shall be modified in accordance with the terms of this Agreement, including but not limited to the temporary appointment period. At any time during that first year, the permanent employee may opt to return to a same or similar position as previously held at the original Employing Agency.
16. Any permanent employee selected into the Apprenticeship/Associate Program shall meet with OCSEA Staff Representatives in conjunction with the Employing Agency Human Resources Office to discuss the terms of this Agreement and the impact of those terms.
17. An IT Apprentice shall not work overtime prior to offering it first to any permanent bargaining unit members who normally perform that work.
18. Failure to complete the IT Apprenticeship Program prohibits the IT Apprentice from reapplying for the program. Any employee who voluntarily opts out of the Apprenticeship Program is barred from reapplying to the program for one (1) year from the date they opted out.

19. IT Apprentices will not earn seniority credits for their tenure; however, if the IT Apprentice completes the term of the appointment and automatically converts to an IT Associate, the employee will receive seniority credits for the time served as an IT Apprentice. Should an internal bargaining unit member be selected for an Apprenticeship, they shall continue to earn seniority credits as if he/she was a full-time permanent employee.
20. In the event of a layoff, IT Apprentices and IT Associates with rights back to a former permanent position pursuant to #14 or #15 of this Agreement shall be placed back in his/her former position and Article 18 of the collective bargaining agreement shall apply. The remaining PE appointments shall be removed prior to the layoff of permanent positions.
21. The Agency will not allow PE appointments to return to work on the same projects within the same agency for one year if they are hired by an outside contractor while participating in the Apprenticeship Program.
22. The parties agree that this Agreement is in no way precedent setting, will not be used as part of any mediation or arbitration, and further agree that no grievance will be arbitrated as a result of actions taken pursuant to this Agreement, except to enforce its provisions.

#### Termination and Modification

The agreement shall terminate on February 28, 2027. Either party can opt out of this agreement with fourteen (14) days' notice to the other party. Modifications of this agreement may be made by mutual written agreement of the parties. All current project employees at the time of the expiration of this agreement will be allowed to complete the term of the appointment at the Employer's discretion.

 _____ ODAS, Office of Collective Bargaining	<u>09/24/2025</u> _____ Date
 _____ OCSEA/ASFCME	<u>9-22-25</u> _____ Date
 _____ OCSEA/ASFCME	<u>9/24/2025</u> _____ Date