

**OHIO CIVIL SERVICE EMPLOYEES ASSOCIATION, AFSCME, LOCAL 11, AFL-CIO,
And
THE STATE OF OHIO**

In accordance with Articles 7.09 and 8.05 of the 2012-15 Contract, the parties agree to use the Project Employee (PE) appointment type for the purpose of providing a temporary, supplemental workforce to address temporary or collateral Information Technology (IT) staffing needs at agencies due to the attrition of needed IT staff prior to the transition to the central IT organization as outlined in the state's IT Transformation Plan.

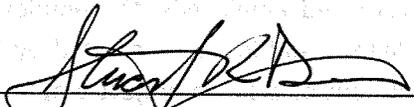
All PE's hired under this agreement will terminate employment within 30 days of the adoption of assigned duties by the central IT organization or no later than February 28, 2015. This deadline can be extended only by mutual agreement.

PE appointments for this purpose shall be subject to the following:

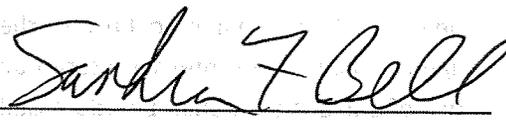
1. The PE is a limited term unclassified appointment that will be utilized until such time, no later than February 28, 2015, as the agency is a customer of the central IT organization. PE appointments may be full-time or part-time based on the temporary staffing needs at each employing agency.
2. The parties agree that the use of PE's does not replace the need for permanent, promotional opportunities. Additionally, the Employing Agency agrees to use temporary working levels (TWL) and/or internal interim appointments to assign duties to current qualified full time, permanent staff prior to consideration of a project employee opportunity. The use of a TWL to address temporary Information Technology (IT) staffing needs shall not create additional staffing needs within the employing agency. When it is anticipated that the use of current staff to address temporary Information Technology (IT) staffing needs will create collateral staffing needs that are unable to be absorbed among similarly classified employees, the employing agency shall utilize internal interim appointments. The collateral staffing need created by the use of current staff shall be addressed through the appointment of a single project employee. The parties will work together to extend timelines for TWL assignments pursuant to the collective bargaining agreement.
3. Hours for a PE will be flexible to fit the needs of the employing agency, e.g., hours will be offered at the discretion of the employer and may vary dependent upon the workload or specific task assigned. Overtime for PE's will be offered in accordance with Sections 7.06 and 13.07 of the CBA. PE's shall be eligible for stand-by or call-back pay when applicable to their assigned duties.
4. The duration of a PE's employment (up to 30 days after the adoption of assigned duties by central IT organization or no later than February 28, 2015) shall be determined by the employing agency, with the approval of the Office of Information Technology (OIT), and shall be based on the projected timeframe for the agency becoming a customer of the central IT organization.

Extensions to the original duration may be requested by the employing agency, and approved by OIT and OCSEA.

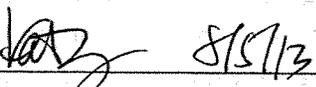
5. The classification of the PE will correspond with the assigned work and the appropriate classification, using the state classification plan and pay range. The employing agency will determine the appropriate classification, subject to the approval of OIT. The probationary period for a PE will correspond to the classification being utilized. The PE will show on the employing agency's table of organization as a PE and a temporary position. PE's shall begin at step 1 of the selected classification's pay range.
6. A PE's employment may be terminated at will without recourse and such termination is considered for just cause. This action will not be considered a layoff and PE's will have no bumping rights.
7. PE's are covered by the OCSEA Collective Bargaining Agreement and shall pay union dues. PE's will be entitled to union representation, pay increases, and the following contractual benefits based on their full-time or part-time status and satisfaction of any related service requirements: medical insurance, Union Benefits Trust (dental, vision, and life insurance), holidays, and vacation, sick, and personal leave. PE's will pay into the Ohio Public Employees Retirement System. PE's are not eligible for any other benefit unless required by federal and/or state law.
8. PE's will not have an inherent right to fill permanent bargaining unit positions. PE's will not earn seniority credits during their tenure; however, if the PE completes the term of his or her appointment, and is selected and fills a permanent position during the term of the PE appointment, or within 60 days of the termination of the PE appointment, the PE shall receive seniority credits for time worked as a PE.
9. 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.
10. The Employer will include information regarding these PE's in the reports sent to the Union per Article 3.08. The parties shall meet and agree on the information that will be included in the file for PE's prior to the use of such PE's.

 8/5/13

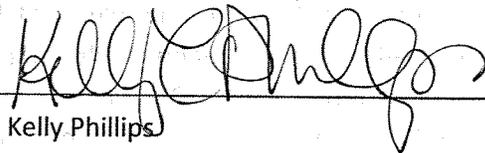
Stuart R. Davis
DAS/State Chief Information Officer



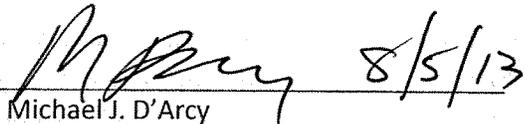
Sandra Bell
General Counsel, OCSEA

 8/5/13

Katrina B. Flory
DAS/OIT

 8/5/13

Kelly Phillips
Field Services, OCSEA
8.05 IT Committee Labor Co-Chair

 8/5/13

Michael J. D'Arcy
DAS/OCB, 8.05 IT Committee Management Co-Chair

RECEIVED

DATE RECEIVED 8/15/13

SIGNATURE M. D'ARCY