

Letter of Agreement  
Between  
The State of Ohio, Department of Administrative Services, Office of Collective Bargaining  
and  
The Ohio Civil Service Employees Association, AFSCME, Local 11, AFL-CIO

The purpose of this agreement is to set forth the parameters for any employees moving to a bargaining unit classification as a result of the abolishment of the MAS 1 and 2 classifications.

1. The employees will be moved into the identified classification the pay period following agreement from all parties regarding the allocation list on an agency-by-agency basis.
2. All impacted employees shall be placed into the appropriate pay range and the step closest to the employee's base rate of pay with no increase. Longevity will also be adjusted accordingly. If this would result in a decrease in the employee's total rate of pay, the employee shall be redlined (placed in Step X) at the employee's current total rate of pay (with no adjustment to the employee's longevity). The employee's step date shall not change based on this movement. No longevity adjustments shall be made until the employee is no longer in Step X. On the employee's next step date with evidence of satisfactory performance, the employee shall progress to the next step in the pay range and the employee's longevity shall be adjusted accordingly at that time.

Employees whose base rate of pay currently exceeds the top step of the new pay range shall be redlined (placed in Step X) at the employee's current total rate of pay (with no adjustment to the employee's longevity). Employees shall remain in Step X until the salary schedule matches or exceeds their current rate of pay or should they leave the classification for any reason. No longevity adjustments shall be made until the employee is no longer in Step X. The employee's longevity will be adjusted accordingly at that time.

3. Employees shall begin having dues or fair share fees deducted beginning with the pay period which includes the effective date of the allocation.
4. Employees who are full-time at the time of transition into the bargaining unit shall be granted seniority credits based on the employee's vacation service credit in OAKS. Additional vacation accrual received for prior service with the State, the Ohio National Guard, or any political subdivision of the State as outlined in Article 28.01 of the contract shall not count toward seniority. Employees who are part-time at the time of transition into the bargaining unit shall be granted seniority credits based on one-half of the employee's vacation service credit in OAKS.
5. Employees who received an exempt personal leave credit in December 2012 (or a prorated exempt personal leave credit anytime thereafter) and who are subsequently allocated to a bargaining unit classification will not receive any additional personal leave credit until the first quarterly credit occurring in January 2014.
6. Any employee who is reclassified as a result of this process shall not have rights under Article 18.06 (previously held) to the MAS 1 or 2 position.

7. Once the parties meet and agree to any proposed classification changes, OCSEA agrees to waive the 45-day period under 36.05 for any new classifications created or modifications to existing classifications as a result of the abolishment of the MAS 1 and 2 classifications.
8. OCSEA waives its right to grieve any reclassification resulting from this agreement. Any reclassification resulting from this Agreement does not constitute a vacancy pursuant to Article 17 of the collective bargaining agreement.
9. Group health insurance shall be provided pursuant to Article 20 of the CBA. Dental and vision benefits shall be provided through the Union Benefits Trust to the extent and in the manner outlined in the CBA. The Employer agrees to begin payment into the Benefits Trust beginning with the pay period which includes the effective date of the allocation. The Employer also agrees to continue payments into the exempt benefit fund through the pay period necessary to ensure exempt coverage up to the date the employees are allocated into the bargaining unit. The parties agree that there shall be no lapse in coverage for any employee affected by this agreement.
10. The Employer agrees to begin payment into the Union Education Trust during the pay period which includes the effective date of the allocation. Employees shall be reimbursed for professional development approved while an exempt employee if they were pre-approved and the course/event begins within sixty days of their change from exempt to bargaining unit.
11. The signatories will retain jurisdiction over this LOA for one (1) year after the signing of the agreement

For the State of Ohio



9/30/13

Date



9/30/13

Date

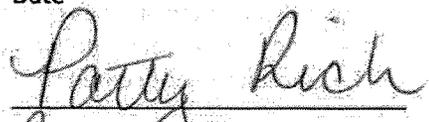
Date

For OCSEA, AFSCME, Local 11



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