



MEMORANDUM

TO: All Labor Relations, Personnel and Human Resources Officers

FROM: Steven J. Loeffler, Deputy Director, DAS/Office of Collective Bargaining

SUBJECT: OCSEA/AFSCME Reclassification Requests

DATE: April 20, 2005

This replaces the memorandum dated August 8, 2001.

Our office will continue to work with OCSEA to review requests for reclassifications. Since there is no contractual procedure for reclassification requests, the following process has been developed to accommodate agency needs. Please note that a classification reassignment for a vacant position does not need OCB or Union approval. All reclassification requests for filled positions are contingent upon OCSEA Central Office agreement.

Requests for reclassification should include an employment agreement (see attached), copies of the old and requested position descriptions, and a cover letter stating the following:

1. Rationale for the proposed reclassification;
2. Incumbents name, Position Control Number, current classification and number and requested classification and number;
3. Statement that there are no violations of Articles 17 &/or 18 of the Agreement;
4. Statement confirming no outstanding Article 19 grievances related to the request;
5. Statement that the request is not the result of pre-positioning;
6. Rationale as to why the position cannot be posted.

Please address your cover letter to Steven J. Loeffler, Deputy Director, and send it to the attention of Ashley Hughes at the Office of Collective Bargaining. Failure to submit all required materials at the time of the request may delay the process. If you are unable to obtain OCSEA Central Office signature, forward your agreement to us and we will obtain the approval for you. Upon OCB approval, a copy of the final signed agreement will be returned to you for processing.

Reclassification requests resulting from an Article 19 grievance will continue to be processed as grievance settlements. Be sure to attach a copy of the proposed position description and reference the grievance number on the settlement.

Any questions regarding either process should be directed to your Labor Relations Specialist, or if unavailable, contact Ashley Hughes at (614) 466-3619.

SJL/acs

RECLASSIFICATION AGREEMENT
(OCSEA)

This Agreement made [Date] by and between the [Agency Name], the Ohio Civil Service Employees Association, Local 11, AFSCME (OCSEA), and [Employee Name], parties hereto.

Whereas, [Employee Name] is currently classified as [e.g., Administrative Staff].

Whereas, [E.g., the employee(s) is being reassigned to duties which fall within the bargaining unit;OR the parties wish to properly classify;OR the employees job has evolved to the point the employee’s duties better fit another classification; etc.]

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

1. [Employee’s Name] will be reclassified from [Current Class Title (Current Class Number)], [Current Pay Range ##], [Current Step #], at [Current \$XX.XX/hr], to [Proposed Class Title (Proposed Class Number)], [Proposed Pay Range ##], [Proposed Step #], at [Proposed \$XX.XX/hr].
2. This reclassification will be effective the beginning of the pay period following the date the Office of Collective Bargaining designee signs this Agreement.
3. This reclassification does not constitute the creation or filling of a vacancy in accordance with Article 17 of the OCSEA/AFSCME Agreement, nor are there any violations of Article 18 or 19, including pending working out of class grievances.

The Union 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 Agreement, including the right to have the Agreement challenged through arbitration, or resort to administrative appeal or through the institution of legal action.

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.

_____ Employee	_____ Date
_____ OCSEA, AFSCME Local 11	_____ Date
_____ OCSEA, AFSCME Local 11, Central Office	_____ Date
_____ [Agency]	_____ Date
_____ DAS, Office of Collective Bargaining	_____ Date