

**Letter of Agreement
OHgrievance
Electronic Filing System**

Pursuant to the Collective Bargaining Agreement (CBA) for Ohio State Troopers Association, Inc. Unit 1 & 15 (OSTA) and Chapter 4117 of the Ohio Revised Code (ORC), the State of Ohio, Department of Administrative Services, Office of Collective Bargaining (OCB) and the OSTA have reached the following agreement. This agreement becomes effective upon the date of signature by the Deputy Director of OCB, or his designee.

Agreement

This agreement modifies provisions of Article 20 of the CBA. Any provisions of Article 20 not specifically modified by this agreement remain as agreed to by the parties in the CBA.

The parties have agreed to pilot the OHgrievance electronic system that will allow all bargaining unit employees and OSTA representatives to file grievances and the Employer to respond. All employees and representatives will be notified through their work email address of the implementation date. Upon implementation, all grievances shall be filed using the OHgrievance electronic system. The parties agree that grievances will no longer be accepted through any other method, including paper or e-mail. The implementation date is subject to change based upon programmatic needs.

Bargaining unit employees and OSTA representatives shall have access to the OHgrievance electronic system from their agency website, OSTA website and/or OCB's website. The OHgrievance electronic system may be accessed from a home or work computer or computer in a designated union office. State of Ohio agencies shall ensure access to the internet in the workplace sufficient for appropriate use of the electronic grievance system.

Upon implementation of the new electronic filing system, OSTA grievances will only be eligible for one agency level meeting and response. This will be referred to as "step 2" in the new system to accommodate various grievance appeals of the other unions. The current "Step 1 – Immediate Supervisor or Designee" under Section 20.07 of the CBA is eliminated and Step 2 – Department Director or His/Her Designee" is modified as follows.

- All grievances shall be filed in the electronic filing system within fourteen (14) calendar days of the date on which the grievant knew or reasonably should have had knowledge of the event giving rise to the grievance.
- The electronic filing system shall use the date the grievance was submitted to calculate the number of calendar days.
- Grievances submitted beyond the fourteen (14) day limit shall not be honored.
- The Office of Human Resources Management – Labor Relations shall schedule a meeting to be held within twenty (20) days of submission to discuss the grievance.
- The Employer shall submit their response and result within thirteen (13) days of the meeting date.

- The system shall activate the Appeal button on the grievance if the Employer does not meet and respond within fifty (50) calendar days of submission of the grievance. This is only to ensure that OSTA may appeal to the next step should the Employer not issue a response. When no response is issued, OSTA must appeal the grievance within fifteen (15) days of the Appeal button activation.
- Upon receipt of the response, OSTA must appeal the grievance to the next step (Arbitration) within fifteen (15) days of response. Failure to do so will constitute a procedural defect and the grievance shall be resolved in favor of the Employer.
- Regardless of how the Appeal button is activated (i.e., due to denial or no response), the Appeal button will deactivate and the grievance will close if no action is taken within 30 days of activation.
- Verbal and written reprimands shall be eligible for one agency level review and no appeal is available beyond that level. No grievance meeting will be held.

If a grievance is granted, OSTA will be notified there is an update to the grievance and can review.

- The union shall have five (5) calendar days to appeal (decline the remedy offered).
- If no action is taken, within five (5) calendar days, the case shall close.

If a grievance is settled with a paper settlement, the union will be notified there is an update to the grievance and can review.

- The Employer shall upload the signed paper settlement in the electronic filing system.
- The case shall close when the result is listed as "settled."
- The union may ask the OCB Administrator to reopen the case if documentation does not support closure.

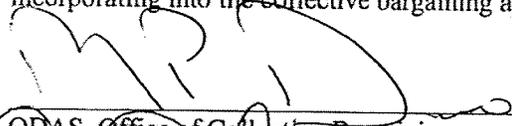
Electronic Settlements will be possible. Should the Employer offer an electronic settlement, it is presumed that agency authorization and signature is obtained. The electronic settlement offer shall be routed to OSTA Headquarters to obtain signature from the staff representative and/or grievant. If accepted, the electronic settlement will route to OCB to sign and close. Parties will be notified upon closure.

Scope of Agreement

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.

Termination and Modification

This agreement shall remain in effect through the duration of the 2012 - 2015 OSTA Collective Bargaining Agreement. The parties may negotiate additional changes to this agreement prior to incorporating into the collective bargaining agreement at the expiration of the current contract.



ODAS, Office of Collective Bargaining

3/25/14
Date



Ohio State Troopers Association, Inc. Unit 1 & 15

3/24/14
Date