

AGREEMENT

Between The Ohio Civil Service Employees Association AFSCME Local 11 AFL-CIO (OCSEA) and the Ohio Office of Collective Bargaining (OCB)

The evolution and transition of the State of Ohio workforce into the new Information Technology classifications has placed an unprecedented level of importance on position descriptions. Position descriptions will now be heavily relied upon to define the technologies necessary to the position along with determining when employees exercise various rights in the contract such as Articles 17 (promotions) and 18 (bumping) within the IT sector. Therefore, a process has been developed where bargaining unit members have a right to challenge technologies listed in the position description.

The Employer shall continue to abide by Article 22 – Performance Evaluations in the current collective bargaining agreement. During an employee's annual performance evaluation, the position descriptions shall be discussed and/or updated as necessary. Position descriptions shall also be updated on an ongoing basis where necessary.

It is the purpose of this Agreement to implement with the express consent of all the parties the following IT position description review process for all state agencies utilizing IT classifications:

1. All IT positions shall contain a primary technology which is the technology the employee uses to accomplish the most important duties of the position. This primary technology shall be listed on the position description. The position description may also contain one or more secondary technologies necessary to accomplish the balance of the duties. Any secondary technology must be required to accomplish the job duties and used at least twenty percent (20%) of the time to be listed on the position description.
2. If an employee believes the primary and/or secondary technologies listed on his/her position description are inaccurate, he/she shall discuss it with the supervisor. If the Employer does not update the position description within ten (10) working days as requested, the employee has the opportunity to file a grievance. This grievance will be an issue grievance and the grieved issue will be limited to technologies within the position description. Duties within a position description are not grievable. Nothing in this section abridges any rights pursuant to Article 19.
3. The employee shall file the grievance in accordance with Article 25. The grievance will proceed through Steps 1 through 3 of the grievance procedure.
4. If the grievance is denied at Step 3, the employee may appeal the grievance to the Office of Collective Bargaining.

5. Once the grievance is received by the Office of Collective Bargaining it will be scheduled for arbitration. The decision by the Arbitrator shall be binding.

6. In the case where a position description has been changed within thirty (30) days prior to the date of the announced layoff pursuant to Ohio Revised Code 124.321, the previous position description will be used to determine rights as applied in Article 18.08. Employees cannot grieve their IT position descriptions once a layoff has been announced pursuant to the Ohio Revised Code 124.321 through the effective date of the layoff.



OCSEA

6-22-09
Date



Office of Collective Bargaining

6/23/09
Date