Letter of Agreement
Cross Agency Staffing

Pursuant to the Collective Bargaining Agreement, specifically Appendix S, (the agreement) for the Ohio Civil Service Employees Association (OCSEA) and Chapter 4117 of the Ohio Revised Code (ORC), the State of Ohio, Department of Administrative Services (DAS), Office of Collective Bargaining (OCB), and OCSEA have reached the following agreement. This agreement becomes effective upon the date of signature by the Deputy Director of OCB, or his designee.

Agreement

IT Cross-Agency Bidding

The parties agree to modify the Article 17 selection process as outlined below to permit Information Technology (IT) employees, in the following classifications, to bid into IT positions statewide:

64161	Information Technology Consultant 1
09971	IT Architect/Consultant 1
69971	IT Architect/Consultant 1
09921	Information Technologist 1
69921	Information Technologist 1
09922	Information Technologist 2
69922	Information Technologist 2
09923	Information Technologist 3
69923	Information Technologist 3
09931	Infrastructure Specialist 1
69931	Infrastructure Specialist 1
09932	Infrastructure Specialist 2
69932	Infrastructure Specialist 2
09933	Infrastructure Specialist 3
69933	Infrastructure Specialist 3
09934	Infrastructure Specialist 4
69934	Infrastructure Specialist 4

Selection of employees for IT positions not at DAS and related to IT optimization shall occur as follows:

- Positions will be filled through a posting and selection process as described below. Positions will only be posted for candidates internal to the State. Article 17 shall be followed except as specifically modified by this agreement.
- Section 17.02(E) of the collective bargaining agreement shall be modified as follows:
    - Vacancies shall be filled by adhering to the following processes in the order set forth:
        1. Lateral transfer;
        2. Promotion; and
        3. Demotions.
- The definitions of lateral transfer, promotion, and demotions under Section 17.02 are modified to include all IT positions statewide only for employees bidding from the above-listed classifications.

Positions posted at DAS related to IT Optimization (server, storage, network, mainframe, and security) have been addressed through a separate agreement.

- Employees in the above-listed classifications who are selected for a lateral transfer to a position in the same classification shall not serve a probationary period. Employees in the above-listed classifications who are selected for a position in a different classification shall serve a probationary period in accordance with the collective bargaining agreement. If an employee who serves a probationary period for a lateral transfer to a different classification does not successfully complete the probationary period as determined by the Employer, the employee shall be transferred back to the employee's original employing agency in the classification the employee held immediately before transfer. Upon return to the original employing agency, the Employer shall follow applicable provisions of the collective bargaining agreement.
- Section 17.04 of the collective bargaining agreement shall be modified as follows:
    - Upon receipt of all bids the Agency shall divide them as follows:
        1. All permanent IT employees of the State in the above-listed classifications.
        2. All other employees of the State, in the order listed in Article 17.
    - Employees serving either in an initial probationary period, trial period or promotional probationary period in the above-listed classifications shall be permitted to bid on vacancies, but shall be required to complete their probationary period if moving to the classification, even upon transfer.
- Section 17.05 of the collective bargaining agreement shall be modified as follows:
    - The Agency shall first review bids for lateral transfer of permanent State IT employees in the above-listed classifications. The selection shall be made on the basis of qualifications, experience, education, and active disciplinary record. In accordance with Article 17, disciplinary record shall not include oral or written reprimands. When these factors are substantially equal, State seniority shall be the determining factor.
    - If the vacancy is not filled through the lateral transfer of a permanent State IT employee in an above-listed classification, bids for promotion of permanent State IT employees in the above-listed classifications shall be considered under the same standard.
    - If the vacancy is not filled through the promotion of a permanent State IT employee in an above-listed classification, bids for demotion of permanent State IT employees in the above-listed classifications shall be considered under the same standard.
    - If all options for permanent State IT employees in the above-listed classifications have been exhausted, the position will be filled pursuant to Article 17.

- Employees in the above-listed classifications shall be permitted to interview for state positions during work time, if the interview is scheduled during the employee's normal hours of work.
- Employees who bid and are not selected shall have grievance rights. Grievances for non-selection under this agreement shall be processed through the labor caucus 8.05 Committee and advanced directly to Step 3 with the hiring agency. If unable to be resolved at Step 3, the grievance shall be moved to an expedited arbitration following the rules set forth in Section 25.10 of the collective bargaining agreement. The parties acknowledge that stewards may cross agency lines to represent members who file such grievances.

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 OCSEA Collective Bargaining Agreement. The agreement shall terminate at the expiration of the current agreement.

ODAS, Office of Collective Bargaining	6/12/14 Date
ODAS, Office of Collective Bargaining	6/12/14 Date
OCSEA	5/31/2014 Date
James L. Benedict OCSEA	5/31/2014 Date
OCSEA	5/31/14 Date
Kenneth S. Kerns OCSEA	5/31/2014 Date
OCSEA	6/2/2014 Date
OCSEA	6/2/14 Date
OCSEA	6/2/14 Date
Anissa Woodurn OCSEA	6.3.14 Date
OCSEA	6-3-14 Date
OCSEA	6/4/14 Date

DAS/OCB 14JUN12