Letter of Agreement
Training

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

The parties have identified that as a result of IT Optimization, there will be employees who need to be retrained to an area of need. This may result in the employee transitioning to another opportunity within his or her own agency or needing to avail himself or herself of an opportunity available through the cross-agency bidding process outlined in a separate agreement. Employees may volunteer to take advantage of retraining opportunities. If there are not a sufficient number of volunteers, agencies will make every effort to assign employees duties within their classification first. Reassignments shall occur by seniority within the appropriate classification among those with job duties impacted by IT Optimization. After reassigning duties within the classification, the agency will identify employees that need to take advantage of retraining opportunities within 90 days of the agency's services migrating to DAS. Identified employees shall only be in classifications whose work was affected by IT Optimization (server, storage, mainframe, security, network). Identified employees shall enter into a transition plan. A transition plan shall consist of training opportunities (classroom-type training and/or on-the-job training) to help an employee meet the minimum qualifications of a new position. The expectations of the employee while in the transition plan shall be put in writing. The transition plan may follow one of two tracks:

1. Agency has a need for the employee to perform duties other than those previously assigned.
    a. Agency will identify the area of need, appropriate classification, and associated technology (if an IT position). The transition plan may be modified during the transition period by mutual agreement between the employee and the manager.
    b. The employee shall remain in the employee's current classification and pay range while in transition.
    c. The agency shall provide the employee with training opportunities and the employee will be permitted to attend training during scheduled work hours when the training occurs during the employee's normal work hours. If the training occurs outside of the employee's normal work hours, the Employer may adjust the employee's schedule in order to avoid the payment of overtime in accordance with Section 13.02 of the collective bargaining agreement.
    d. The agency shall provide the employee work in the new classification during the transition period in order to gain experience. The agency will work with the employee to determine the appropriate balance of the employee's current job duties and the training/other duties associated with the transition.
    e. The agency must afford the employee training and on-the-job experience for the new classification.
    f. The amount of time necessary for the employee to meet the minimum qualifications of the new position shall determine the length of the transition

agreement; however, transition plans shall be no more than 1 year in duration, unless mutually agreed to extend.

g. The training transition plan shall consist of outcome-based goals. The employee must meet all of the goals in order to successfully complete the transition plan. If the employee successfully completes the transition plan, the employee shall be moved into the new classification and paid according to the applicable provisions of the collective bargaining agreement.

h. During the training transition period, the employee remains an employee of the employee's original agency and in the employee's existing job classification. If the employee does not successfully complete the transition plan, the Employer shall follow applicable provisions of the collective bargaining agreement.

2. Employee's current agency does not have a need to reassign an existing employee.

   a. DAS may coordinate trainings in areas where the enterprise has a need as identified by agency workforce plans (e.g. .net developers, business process analysts, etc.). The trainings will be made available statewide. Participation will be limited to employees who perform duties affected by IT Optimization. Any employee interested in participating must submit a letter of application for training to DAS in order to participate. The employee must state in the letter how the employee's current position is effected by IT Optimization. Additionally, if there are any prerequisites for the training courses, the employee must explain in the letter of application how he or she meets the prerequisites. If more employees indicate interest in the training than there are available seats, priority will be given to those whose job duties are most affected by IT Optimization (based on percentage of duties migrating to DAS).

   b. Employees participating in statewide training opportunities will be permitted to attend training during scheduled work hours when the training occurs during the employee's normal work hours. If the training occurs outside of the employee's normal work hours, the Employer may adjust the employee's schedule in order to avoid the payment of overtime in accordance with Section 13.02 of the collective bargaining agreement.

   c. If the employee's current agency does not have the ability to provide the employee on-the-job experience in the area where the employee is receiving training, the agency will work with the employee and other state agencies to find an opportunity. The opportunity may consist of loaning the employee to the other agency for a period of time (as identified in a loaned employee agreement), sharing the employee between agencies, or setting up a mentorship/coaching arrangement. Opportunities shall be offered based on seniority.

   d. The goal of a transition plan for an employee with no opportunity in his/her own agency is to provide the employee opportunities to meet the minimum qualifications for a position in another agency. Once the employee can demonstrate that he/she meets minimum qualifications, the employee can apply for positions through the cross-agency bidding process outlined in a separate agreement.

   e. The training transition plan shall be no more than 1 year in duration, unless mutually agreed to extend.

   f. During the training transition period, the employee remains an employee of the employee's original agency and in the employee's existing job classification. If

the employee does not successfully complete the transition plan, the Employer shall follow applicable provisions of the collective bargaining agreement.

Any employees in a transition plan are prohibited from filing working out of class grievances based on duties assigned for the purpose of on-the-job training for the duration of the transition plan.

Minimum Qualifications (MQs)

In order to reach the goals of this agreement, special consideration will be given to employees in transition plans as it pertains to meeting minimum qualifications. Time spent in training and completing on-the-job experience may count separately in determining whether the employee meets the minimum qualifications although the activities may be occurring during the same time period. For example, a current Infrastructure Specialist 4 (INF4) is transitioning to a Software Development Specialist 1 (SDS 1):

The minimum qualifications for the INF4 are a core associate program or equivalent (18 months experience) and 4 years' experience with 2 years specific to the identified technology.

The minimum qualifications for the SDS1 are core undergraduate program or equivalent (2 years' experience); 2 years' experience in developing and or modifying applications, performing testing and debugging, and assisting with analysis and design; plus identified technology experience.

MQs for SDS1	**How an employee can meet the MQs**
Core undergraduate program or equivalent (2 years' experience)	• Associate equivalent from the INF4 MQs = 18 months experience + • If employee has passed probation, 6 months experience as INF4
2 years' experience	• 2 SDS related prerequisite courses = 6 months experience • 3 SDS focused courses (35-40 hours each) = 9 months experience • 9 months on-the-job training

In the example above, the employee may take the SDS courses and complete the on-the-job training during the same time period (e.g. between May 2014 and April 2015). However, the time spent in courses will be calculated based on the state MQ equivalency chart (1 course=3 months experience) and the time spent in on-the-job training will also count toward the experience requirement.

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 June 30, 2016. The parties may agree to extend this agreement. Any such extension must be in writing and executed by the parties.

ODAS, Office of Collective Bargaining	7/8/15 Date
ODAS, Office of Collective Bargaining	7/8/15 Date
Kenneth S. Kiers OCSEA	7/2/2015 Date
OCSEA	7/2/15 Date
OCSEA	7/2/15 Date
James R. Benedict OCSEA	7-2-2015 Date
Kelly Philgar OCSEA	7/2/15 Date
Diego Mule OCSEA	7/6/15 Date
OCSEA	7/7/2015 Date
OCSEA	7/7/15 Date
OCSEA	Date
OCSEA	Date