Letter of Agreement

In accordance with Article 7.09 of the current Collective Bargaining Agreement between OCSEA/AFSCME and the State of Ohio, the Department of Administrative Services (DAS), Office of Collective Bargaining (OCB) and OCSEA agree to create Project Employee (PE) appointment types for the purpose of implementing an IT Apprenticeship program. PE appointments for this project shall be subject to the following:

Agreement

1. The PE is a limited term (temporary), unclassified appointment which will be utilized for the duration of the IT Apprenticeship. The PE is a full-time position. Such positions will not be used to avoid filling permanent bargaining unit positions.

2. Agencies shall utilize the newly created "IT Apprenticeship" classification for the PE appointments. This classification shall be assigned to step 1 of pay range 29. No employee in the IT Apprenticeship classification shall be eligible for step advancement; employees shall remain at step 1 for the duration of the apprenticeship. Section 36.08 shall be utilized for any PE who does not regularly work first shift.

3. PE appointment opportunities will be offered in Agency work units (i.e., divisions within agencies) determined by the Employer. The Agency work units with PE appointments shall work with DAS, Office of Talent Management to develop mentoring programs and formalized feedback every three (3) months. Hours of work for the Apprentice shall be flexible to fit with the program they are working on, e.g., hours will be offered at the discretion of the Employer and may vary dependent upon workload or specific tasks assigned.

4. The duration of employment for a PE is for a maximum period of two (2) years. By mutual agreement the duration of the appointment may be extended up to six (6) months. A PE's appointment may be terminated without notice and without recourse. Such termination will not be considered a layoff, and PEs will have no bumping, recall, or reemployment rights. PE appointments will not impact the recall/reemployment rights of those employees who have been displaced by layoffs. Terminations for PEs are non-grievable.

5. PEs are covered by the OCSEA collective bargaining agreement and may elect to pay union dues. PEs are entitled to Union representation and the following contractual benefits based on their full-time status and satisfaction of any related service requirements: medical insurance, Union Benefits Trust (dental, vision, and life insurance), holidays, and vacation, sick, and personal leave. PEs will pay into Ohio Public Employees Retirement System (OPERS). PEs may bid upon vacant positions in accordance with Article 17, under 17.04. PEs are not eligible for any other rights/benefit unless specifically set forth in this agreement or required by federal and/or state law. Prior service may be considered for purposes of vacation accrual and longevity as outlined in Sections 28.01 and 36.07.

6. PE positions shall be posted for a minimum of ten (10) days and include an anticipated start and end date of the work. All applicants shall meet the minimum qualifications and pass a selection

instrument to qualify for a PE. Applicants will be selected in rank order based on the score achieved on the selection instrument. Non-selection of a PE position is not grievable past step two (2).

7. The parties agree that at least half of the available PE appointments shall be awarded to internal bargaining unit members should enough qualified internal bargaining unit members apply and successfully meet the requirements of the selection assessment. Current bargaining unit members may bid upon these positions and will not have an inherent right to these positions, as they are temporary in nature.

8. If a current bargaining unit member employed by the Agency posting the vacancy is selected, the employee's rate of pay will be adjusted to the rate of pay as defined in section 2 of this agreement. Additionally, the Agency posting the vacancy agrees to hold a same or similar permanent position for up to one (1) year for that employee. After one year, the employee shall forfeit the right to return to a same or similar position and his or her rights shall be modified in accordance with the terms of this Agreement, including but not limited to the temporary appointment period. At any time during that first year, the employee may opt to return to his/her permanent position. Any internal employee selected into the Apprenticeship program shall meet with OCSEA Chapter representatives in conjunction with the Agency Human Resources Office to discuss the terms of this Agreement and the impact of those terms. This provision does not apply for bargaining unit members applying for Apprenticeship positions outside their current Agency.

9. A PE shall not work overtime prior to offering it first to any permanent bargaining unit members who normally perform that work.

10. Upon the expiration of the PE appointment, including any extension, the PE will be terminated in accordance with the terms of this Agreement.

11. Successful completion of the Apprenticeship program prohibits the PE from reapplying for the program. Any employee who voluntarily opts out of the Apprenticeship program is barred from reapplying to the program for one (1) year from the date he/she opted out.

12. PEs will not earn seniority credits for their tenure; however, if the PE completes the term of the appointment and is selected to fill a permanent position within sixty (60) days of separating from the PE position, the PE will receive seniority credits for the time served as a PE. Should an internal bargaining unit member be selected for an apprenticeship, he/she shall continue to earn seniority credits as if he/she was a full-time permanent employee.

13. In the event of a layoff, PE appointments with rights back to a former position pursuant to #8 of this Agreement shall be placed back in his/her former position and Article 18 of the collective bargaining agreement shall apply. PE appointments shall be removed prior to the layoff of permanent positions.

14. The Agency will not allow PE appointments to return to work on the same projects within the same agency for one year if they are hired by an outside contractor while participating in the Apprenticeship program.

15. The parties agree that this Agreement is in no way precedent setting, will not be used as part of any mediation or arbitration, and further agree that no grievance will be arbitrated as a result of actions taken pursuant to this Agreement, except to enforce its provisions.

Termination and Modification

The agreement shall terminate on February 28, 2021. Either party can opt out of this agreement with fourteen (14) days' notice to the other party. Modifications of this agreement may be made by mutual written agreement of the parties. All current project employees at the time of the expiration of this agreement will be allowed to complete the term of the appointment at the Employer's discretion.

OCSEA/AFSCME	Date
OCSEA/ASFCME	7/31/19 Date
DAS, Office of Collective Bargaining	8/7/19 Date