

**Workforce Investment Act
Letter of Agreement
By and between
The Workforce Investment Board of Directors of Area __ (WIB)
And
The Ohio Department of Natural Resources (ODNR)
And
The Ohio Civil Service Employees Association/AFSCME Local 11 (OCSEA)**

The undersigned parties agree to the following stipulations in aid of promoting the Recovery Conservation Corps (RCC) training program in the facilities of the Ohio Department of Natural Resources (ODNR):

1. No RCC worker shall displace an existing ODNR bargaining unit employee, including partial displacement as in a reduction of hours of non-overtime work, wages, or employment benefits.
2. Any and all ODNR bargaining unit employees on layoff from the same or substantially equivalent job classification as an RCC worker, shall be offered recall to work prior to an RCC worker beginning work in an ODNR facility as defined by its majority presence in the pertinent WIB area and geographical jurisdiction found in Appendix J (ODNR section) of the current collective bargaining agreement between the OCSEA and the State of Ohio.
3. Where the ODNR has terminated or otherwise ended the employment of a bargaining unit employee, no RCC worker shall be employed for the purpose of filling the associated vacancy.
4. No RCC worker shall be provided wages or benefits that supersede an ODNR bargaining unit employee in the same or substantially equivalent job classification. RCC wages shall be initially set at \$7.39/hr for crew worker and \$10.00/hr for crew leader.
5. No RCC worker shall be placed in a position subject to ODNR bargaining unit promotional rights pursuant to Article 17 of the current collective bargaining agreement.
6. Prior to the employment of an RCC worker in an ODNR facility where employees represented by the OCSEA work, the OCSEA shall have the opportunity to review the current Tables of Organization of the facility and the FY2010 payroll budget submission for the pertinent division.
7. Before the introduction of the RCC workers to a location where OCSEA represented employees are assigned to work, the respective ODNR division management will meet with those employees to discuss the purpose of the RCC program, the nature of the RCC work assignment(s), the duration and to answer

related questions about how the program works or to refer the employees question for address. Prior to the introduction of RCC youth, ODNR will also provide notice and information to OCSEA regarding the location, work site agreements, duration and key contact person.

8. In the event the OCSEA wishes to register a grievance regarding the application of the RCC program, said grievance shall be processed pursuant to the grievance procedure found in the current collective bargaining agreement between the State of Ohio and the OCSEA except for the following modifications: (1) Pursuant to public law 105-220/112 stat 1039-1040, the entire grievance procedure shall be completed within 60 days after the filing of the grievance. (2) Said grievances shall be heard by the ODNR and shall be initiated at step 3 of the grievance procedure outlined in the current collective bargaining agreement. (3) Failing a resolution at step 3, the grievance shall be appealed to a Non-Traditional Arbitration (NTA) process within ODNR pursuant to A/S 25.11 of the current collective bargaining agreement. (4) An appeal of an adverse decision shall be made to the secretary of labor with a copy only of all documents to the OCSEA.

9. **NO EMPLOYMENT RELATIONSHIP CREATED:** All parties to this Memorandum of Understanding agree that no employee/ employer, agent/ principal or independent contractor relationship may arise from this agreement between any party and the Ohio Department of Natural Resources (ODNR). Nothing contained herein shall be construed by any party as evidence of such a relationship or used in any legal proceeding against ODNR as putative evidence of such a relationship.

All parties to this Agreement hereby acknowledge and agree that this Agreement is in no way precedent setting. This Agreement shall not be introduced, referred to, or in any other way utilized in any subsequent grievance, arbitration, litigation, or administrative hearing except as may be necessary to enforce its provisions and terms.

For the ODNR:

Colby S. Miller (for)
May 28th 2009
Date

For the Union:

Eddie Parks
Date

Bob B 5/21/09
Date

Steve J. Kullman 5-21-09
Date

For the Workforce Investment Board (Employer):

Date