



Contents

*SECTION I: HIRE/REHIRE*..... 7

*General Legal, Procedural & Policy References*:..... 7

*General Entry Notes*:..... 8

*Hire/Permanent (HIR-PER)*..... 9

*Hire/Temporary (HIR-TEM)*..... 13

*Hire/Seasonal (HIR-SEA)*..... 15

*Hire/Intermittent (HIR-INT)*..... 16

*Hire/Fixed Term - Salaried (HIR-FTS)*..... 18

*Hire/Fixed Term - Per Diem (HIR-DIM)*..... 19

*Hire/External Interim BU (HIR-EXI)*..... 20

*Hire/Established Term Regular BU (HIR-ETR)*..... 21

*Hire/Established Term Irregular BU (HIR-ETI)*..... 22

*Hire/Project Employee (HIR-PRJ)*..... 23

*Rehire/Rehire (REH-REH)*..... 24

*Rehire/Reemployment from Layoff (REH-REL)*..... 26

*Rehire/Recall from Layoff (REH-RCL)*..... 27

*Rehire/Reinstatement from Separation (REH-RSP)*..... 29

*Rehire/Retiree (REH-RET)*..... 32

*SECTION II: CHANGE*..... 34

*General Legal, Procedural & Policy References*..... 34

*General Entry Notes*..... 34

*Demotion/Demotion (DEM-DEM)*..... 35

*Data Change/Status - Civil Service Status (DTA-SCS)*..... 38

*Data Change/Appointment Type Change (DTA-APC)*..... 39

*Data Change/Reassigned No Pay Increase (DTA-RNP)*..... 40

*Data Change/Reassigned Pay Increase (DTA-RPI)*..... 42

*Data Change/Reassigned 3rd Party (DTA-RPT)*..... 44

*Data Change/Temporary Work Level (DTA-TWL)*..... 45

*Data Change/End Temporary Work Level (DTA-ETW)*..... 47

*Data Change/Internal Interim - BU (DTA-TMP)*..... 48

*Data Change/Cancel Internal Interim - BU (DTA-CIM)*..... 50

*Data Change/Service Change (DTA-SVC)*..... 51

*Data Change/DAS-Class Plan Change (DTA-DCP)*..... 53

*Data Change/HQ Location Change (DTA-HQC)*..... 54

*Data Change/Lateral Move (DTA-LAT)*..... 56

*Data Change/Recall from Displacement (DTA-RCD) .....58*  
*Pay Change/Rate Change (PAY-RTC).....60*  
*Pay Rate Change/Correction - Pay Rate.....61*  
*Pay Rate Chg/Supplement Change - Other (PAY/SCO).....62*  
*Pay Rate Change/Bilingual Change (PAY/BLI).....63*  
*Pay Rate Change/Hazard Duty Change (PAY/HAZ) .....64*  
*Pay Rate Change/Educational Attainment Change (PAY/EAC).....65*  
*Pay Rate Change/Professional Achievement Change (PAY/PAC).....66*  
*Pay Rate Change/Step Denied (PAY/SDN).....67*  
*Pay Rate Change/Elect Office Increase Declined (PAY/EID).....68*  
*Pay Rate Change/Elected Office Rate Increase (PAY/EOI).....69*  
*Promotion/Promotion (PRO-PRO).....70*  
*Promotion/Advanced Step (PRO-ADS).....72*

*General Legal, Procedural & Policy References..... 74*

*General Entry Notes..... 74*  
*Suspension - Discipline/Suspension (SUS-SUS).....75*  
*Data Change/Discipline - Leave Debit (DTA-DVD) .....76*  
*Data Change/Discipline - Penalty Fine (DTA-DFN).....77*  
*Data Change/Discipline - Working Suspension (DTA-DWS).....78*

*SECTION IV: LEAVE/RETURN FROM LEAVE..... 79*  
*Payroll Leave Action/Military Leave Federal Duty (PLA-MLF)..... 79*  
*Payroll Leave Action/Military Leave - State (PLA-MLS).....81*  
*Payroll Leave Action/Bargaining Unit Personal Leave of Absence (PLA-PLB).....83*  
*Payroll Leave Action/Bargaining Unit Educational Leave (PLA-BEL) .....84*  
*Payroll Leave Action/Leave-Union (PLA-UNI) .....85*  
*Payroll Leave Action/Military Leave Fed Duty D-V Only (PLA/MDV) .....86*  
*Payroll Leave Action/Non-FMLA Leave D/V Only (PLA/EED).....87*  
*Payroll Leave Action/Voluntary Cost Savings (PLA/VCS).....88*  
*Leave of Absence/Exempt Educational Leave (LOA-EED).....89*  
*Seasonal Leave/With Benefits (SLV-WBN) .....90*  
*Seasonal Leave/Without Benefits (SLV-WOB) .....91*  
*Leave of Absence/Exempt Personal Leave (LOA-PRS).....92*  
*Return from Leave/Return from Leave (RLF-RLF) .....93*  
*Return from Leave/Return from Military (RLF-MIL).....94*  
*Return from Seasonal Leave/Return from Seasonal Leave (RFS-RFS).....95*

*SECTION V: TERMINATION..... 96*

*General Legal, Procedural and Policy References ..... 96*  
*Retirement/Disability Retirement (RET-DIR).....97*  
*Retirement/Retired (RET- RET).....98*

<i>Termination/Resignation (TER-RES)</i> .....	99
<i>Termination/Death (TER-DEA)</i> .....	100
<i>Termination/Removed (TER-REM)</i> .....	101
<i>Termination/Probationary Removal (TER-PRB)</i> .....	102
<i>Termination/Layoff (TER-LOF)</i> .....	104
<i>Termination/Layoff at Return from Disability (TER/DLO)</i> .....	105
<i>Termination/Unclassified Removal (TER-UNR)</i> .....	106
<i>Termination/Unclassified Separation (TER-UCS)</i> .....	107
<i>Termination/Other Separation (TER-SEP)</i> .....	108
<i>Termination/Cancel Appointment (TER-CAP)</i> .....	109
<i>Termination/Disability Separation No Insurance (TER-DBS)</i> .....	110
<i>Termination with Pay/Disability Separation with Insurance (TER-DSI)</i> .....	112
<i>Termination/End Interim - BU (TER-IMS)</i> .....	114
<i>Termination/Resigned Not In Good Standing (TER-NGS)</i> .....	115
<i>Termination/Resigned Not Recommended for Rehire (TER-NRR)</i> .....	116
<i>Termination/End of Fix Term (TER-EFT)</i> .....	117
<i>Termination with Pay/Termination with Pay (TWP/TWP)</i> .....	118
<i>Termination/End Temporary Appointment (TER/ETA)</i> .....	120
<i>APPENDIX</i> .....	121
<i>Appendix A: Action/Reason Matrix</i> .....	121
<i>Appendix B: Intern Rates</i> .....	122
<i>Appendix C: Benefit Eligibility (DVG) for Rehires</i> .....	123
<i>Appendix D: Job Aids</i> .....	124
<i>Appendix E: Step Date Clarification - Demotions</i> .....	125
<i>Appendix F: Civil Service Status Change Checklist</i> .....	127
<i>Appendix G: Brandt Decision</i> .....	128
<i>Appendix H: Advanced Step Policy and Memo</i> .....	138
<i>Appendix I: Personnel Actions Coming Soon</i> .....	142
<i>Appendix J: Direct Pay Instructions</i> .....	143
<i>Appendix K: Statewide IT Project Employee Agreement</i> .....	144
<i>Appendix L: OCB Settlement Writing Checklist</i> .....	146
<i>Appendix M: Governors' Office Approval Chart</i> .....	158
<i>Appendix N: Temporary Appointment Matrix</i> .....	160
<i>Appendix O: Disability Matrix</i> .....	163

## Frequently Used Acronyms

**AFSCME** - American Federation of State, County and Municipal Employees

**CBA** - Collective Bargaining Agreement

**DAS** - Department of Administrative Services

**EPAR** - Electronic Personnel Action Request

**FOP** - Fraternal Order of Police

**HCM** - Human Capital Management

**HPRS** - Highway Patrol Retirement System

**HR** - Human Resources

**HRD** - Human Resources Division

**IT** - Information Technology

**LEERS** - Law Enforcement Retirement System

**MOU** - Memorandum of Understanding

**OAC** - Ohio Administrative Code

**OAKS** - Ohio Administrative Knowledge System

**OCB** - Office of Collective Bargaining

**OCSEA** - Ohio Civil Service Employees Association

**OEA** - Ohio Education Association

**OPERS** - Ohio Public Employees Retirement System

**ORC** - Ohio Revised Code

**OSTA** - Ohio State Troopers Association

**SCOPE** - State Council of Professional Educators

**SEIU/1199** - Service Employees International Union

**SERB** - State Employment Relations Board

**SERS** - School Employees Retirement System

**SPBR** - State Personnel Board of Review

**STRS** - State Teachers Retirement System

**TWL** - Temporary Work Level

## Disclaimer

This manual contains general guidelines for the use of actions and reasons (action/reasons) commonly used by agency human resource offices to document personnel actions affecting employees in the service of the State of Ohio. This manual is not intended to replace the civil service laws and rules outlined in the Ohio Revised Code (ORC) and the Ohio Administrative Code (OAC). The general guidelines of this manual may not be applicable to all employment actions. Agency human resource offices are encouraged to consult with agency legal counsel for specific guidance on complex employment scenarios.

## General Overview – Hiring & Maintenance of Workforce

An ePAR (electronic personnel action request) is required to initiate and document action/reasons affecting an employee in state service, including hires, reassignments, transfers, promotions, demotions, certain types of discipline, terminations, and leaves. The ePAR triggers any adjustment in the payroll and/or benefit records in OAKS Job Data.

The ePAR is prepared and processed in accordance with standard procedures in order to achieve the designed or required result. Since there are many actions possible and many variables associated with each action, this manual will help guide you through these action/reasons.

Most of the forms referenced in this manual are available online at:

<http://das.ohio.gov/Divisions/HumanResources/HRDDownloadableForms/tabid/216/Default.aspx>

## Section I: Hire/Rehire

### ***General Legal, Procedural & Policy References:***

1. Ensure that there is clear documentation indicating the applicant meets all minimum qualifications;
2. A retiree of a public retirement system (PERS, STRS, HPRS, SERS, etc.) who is rehired is not eligible to receive prior service credit for vacation accrual and longevity purposes (ORC 9.44 and 124.181);
3. Appointments for RN's and LPN's require prior verification. Verification of RN and LPN licensure can be done on the Ohio Board of Nursing website at [www.nursing.ohio.gov](http://www.nursing.ohio.gov). The completed Nursing License Verification Form MUST be attached to the ePAR;
4. Agencies initiating ePARs will be required to confirm that all elements of the pre-hire form have been completed prior to submitting the ePAR to the workflow;
5. All newly hired employees are placed in Step 1 of the appropriate pay range, unless an advanced step appointment has been approved using the action/reason Hire/Permanent – Advance Step, Hire/Project Employee – Advance Step, or Rehire/Retiree – Advanced Step;
6. If the position is unclassified, a signed acknowledgement from the employee to enter the unclassified service and whether or not the employee has fall back rights must be attached to the ePAR;
7. If the position is unclassified, the applicable ORC section should be recorded in the *Comments* section of the ePAR;
8. For Decentralized and Centralized Agencies, if a layoff list is available the Brandt Decision will apply. Contact your State Services Analyst for the specifics.

***General Entry Notes:***

1. Search for the employee in OAKS by National ID (Social Security Number). If an Employee ID (Empl ID) already exists, the action must be processed as a rehire, not a hire;
2. A date of birth prior to 1950 will need to be entered as four digits for the year;
3. Verify Position Management and position set up prior to entering the ePAR, e.g. PT/FT status, FLSA status, Dept. ID, Reports To, Classified/Unclassified etc.;
4. The Benefits Program is entered as TMP; the nightly batch processing will assign the correct benefits program;
5. All ePAR approvals must be completed on or before payday Friday of the pay period the action is effective in order for job data to be updated appropriately. Please coordinate with your State Services Analyst and Benefits and Payroll Specialists for approvals completed after this deadline;
6. If the rehire is within 31 days of a termination, contact your state Benefits Specialist and State Services Analyst. **THE TERMINATION EVENT MUST BE VOIDED PRIOR TO ENTERING THE REHIRE;**
7. **ALERT:** Be sure that drug testing is cleared (if applicable) and if entry problems occur, contact Drug Free Workplace Services Program at (614) 466-6346.

## Hire/Permanent (HIR-PER)

Use this action/reason to appoint an employee to a full time or part time permanent position.

### ***Legal, Procedural, Policy References:***

1. If the position is classified, the hire is subject to recall/reemployment lists;
2. If the position is unclassified, the applicable ORC section should be recorded in the comments section of the ePAR;
3. If the employee is eligible for prior service, another ePAR will be needed; refer to the Data Change/Service Change section for detailed information. Please note: If the Prior Service ePAR is received by the Department of Administrative Services (DAS) Human Resources Division (HRD) State Services within 90 days of the hire/appointment date, this date will be the effective the date of the prior service. If the ePAR is received more than 90 days after the hire/appointment date, the prior service will be effective the pay period following receipt by DAS HRD State Services;
4. All newly hired permanent classified employees will serve a probationary period pursuant to:
  - a. Exempt Employee - ORC 124.27 and OAC 123:1-19-01;
  - b. OCSEA/AFSCME - Article 6;
  - c. SCOPE/OEA - Article 19;
  - d. FOP - Article 31;
  - e. SEIU/1199 - Article 19;
  - f. OSTA - Article 16;
5. Reference the hiring control communications regarding ePARs that may require Governor's Office approval (Appendix M).

***Attachments:***

1. [GEN 4268](#) Signed Application;
2. [ADM 4288](#) Supplemental Employment Agreement;
3. For classified positions, a copy of the Anonymous List from the Ohio Hiring Management System (OHMS) validating that a recall/reemployment list was not applicable;
4. If applicable to appointment or classification:
  - a. Licensure, registration, certification or LPN/RN verification;
  - b. Unclassified acknowledgement;
  - c. Office of Budget and Management (OBM) approval.

***Additional Notes:***

None.

## Hire/Permanent Advanced Step (HIR-ADV)

Use this action/reason to appoint an employee to a full time or part time permanent position in a step higher than Step 1 in accordance with State of Ohio Administrative Policy - Advanced Step, HR-03.

### ***Legal, Procedural, Policy References:***

1. Refer to the DAS Policy HR-03 (Appendix H) for specific information on Advance Step Hires;
2. If the position is classified, the hire is subject to recall/reemployment lists;
3. If the position is unclassified, the applicable ORC section should be recorded in the comments section of the ePAR;
4. If the employee is eligible for prior service, another ePAR will be needed; refer to the Data Change/Service Change section for detailed information. Please note: If the Prior Service ePAR is received by DAS HRD State Services within 90 days of the hire/appointment date, this date will be the effective the date of the prior service. If the ePAR is received more than 90 days after the hire/appointment date, the prior service will be effective the pay period following receipt by DAS HRD State Services;
5. All newly hired permanent classified employees will serve a probationary period pursuant to:
  - a. Exempt Employee - ORC 124.27 and OAC 123:1-19-01;
  - b. OCSEA/AFSCME - Article 6;
  - c. SCOPE/OEA - Article 19;
  - d. FOP - Article 31;
  - e. SEIU/1199 - Article 19;
  - f. OSTA - Article 16;
6. Reference the hiring control communications regarding ePARs that may require Governor's Office approval (Appendix M).

***Attachments:***

1. [GEN 4268](#) Signed Application;
2. [ADM 4288](#) Supplemental Employment Agreement;
3. Advance step justification and the step requested;
4. Position Description;
5. For classified positions, a copy of the Anonymous List from OHMS validating that a recall/reemployment list was not applicable;
6. If applicable to appointment or classification:
  - a. Licensure, registration, certification or LPN/RN verification;
  - b. Unclassified acknowledgement;
  - c. OBM approval.

***Additional Notes:***

None.

## Hire/Temporary (HIR-TEM)

Use this action/reason to hire an employee into a temporary position as outlined in ORC 124.30. This action/reason is also used for employees in the College Intern classification.

### ***Legal, Procedural, Policy References:***

1. This appointment type **ALWAYS** carries unclassified exempt status (ORC 124.30 (B));
2. Employees in this appointment type are not eligible for benefits;
3. Temporary appointments can be made for up to 120 days or, in cases of sickness, disability, or approved leave of absence of regular officers or employees, the duration of the sickness, disability, or approved leave of absence (ORC 124.20(A) (1), OAC 123:1-21-02);
4. Reference the hiring control communications regarding ePARs that may require Governor's Office approval (Appendix M);
5. High school student and college intern rates are determined by the College Intern Rate Memo provided by DAS HRD Office of Talent Management (Appendix B);
6. Typically, high school graduates should not be hired as college interns until they have started their first term at a university/college, but they can remain as student help during the summer following the completion of their senior year of high school;
7. For college interns that have graduated, it is recommended that their employment be terminated before the next quarter/semester begins;
8. If a college intern is offered a permanent position, the employee must be terminated and rehired; rehires into a classified position will be subject to recall/reemployment lists.

### ***Attachments:***

1. [GEN 4268](#) Signed Application;
2. [ADM 4288](#) Supplemental Employment Agreement;
3. For classified positions, a copy of the Anonymous List from OHMS validating that a recall/reemployment list was not applicable;
4. If applicable to appointment or classification:
  - a. Licensure, registration, certification or LPN/RN verification;
  - b. Unclassified acknowledgement;
  - c. OBM approval.

***Additional Notes:***

1. Officer Code is *None*;
2. Status is *Unclassified*.

## Hire/Seasonal (HIR-SEA)

Use this action/reason to hire an employee into a seasonal position.

### ***Legal, Procedural, Policy References:***

1. For additional information, reference the following:
  - a. Exempt Employee - OAC 123:1-25-04;
  - b. OCSEA/AFSCME - Section 7.04;
2. Definition of seasonal appointment: an appointment where an employee works a certain regular season or period of each year performing some work or activity limited to that season or period of the year (OAC 123:1-47-01 (75));
3. Under specific collective bargaining agreement provisions, some seasonal appointments have the option of benefits. If the employee is eligible and chooses benefits, the position is set up as a permanent employee;
4. When the employee is placed on interruption, the action/reason Seasonal Leave/With Benefits (SLV/WBN) is used if the employee is maintaining benefits and Seasonal Leave/Without benefits (SLV/WOB) if the employee is not maintaining benefits (see the Leave section of the PA Manual for additional information regarding the use of these two codes);
5. Seasonal appointments are not subject to recall/reemployment lists;
6. All newly appointed seasonal employees serve a probationary period. The probationary period for seasonal employees is determined by the number of calendar days following appointment. Annual steps (when applicable) are based on 26 pay periods worked.

### ***Attachments:***

1. [GEN 4268](#) Signed Application;
2. [ADM 4288](#) Supplemental Employment Agreement;
3. Licensure, registration, certification, or LPN/RN verification if applicable to position or classification.

### ***Additional Notes:***

1. Officer Code is *None*;
2. A seasonal appointment is not unclassified (OAC 123:1-25-04).

## Hire/Intermittent (HIR-INT)

Use this action/reason to appoint an unclassified employee who is required to work less than one thousand hours per fiscal year or the number of hours set forth in the applicable collective bargaining agreement. For exempt employees, the intermittent appointment type can also be used for employee appointed to work on a specific project or grant which may be greater than 1000 hours per fiscal year.

### *Legal, Procedural, Policy References:*

1. For additional information, reference the following:
  - a. Exempt Employee - OAC 123:1-47-01 (A) (40);
  - b. OCSEA/AFSCME - Section 7.03;
  - c. SEIU/1199 - Section 27.03;
  - d. SCOPE/OEA - Section 1.02;
2. This appointment type **ALWAYS** carries unclassified status (ORC 124.11 (A) (29));
3. Intermittent appointments are not subject to recall/reemployment lists;
4. Intermittents are considered non-permanent employees and are not eligible for benefits (e.g., health insurance, leave accrual, etc.) or pay supplements;
5. Intermittent appointments are hired at Step 1 and remain in Step 1 for the duration of the appointment. Intermittent employees are not eligible for step increases or advance step hire. A probationary period is not applicable. For additional information reference the following:
  - a. Exempt Employee - ORC 124.15 (G)(3);
  - b. OCSEA/AFSCME - Section 7.03;
  - c. SEIU/1199 - Section 27.03;
  - d. SCOPE/OEA - Section 1.02;
6. Under the SCOPE/OEA collective bargaining agreement employees can advance to different Teacher pay levels based on educational attainment, but cannot advance beyond Step 1 of the applicable pay level. OEA Section 1.02 and Section 21.02;
7. Intermittent employees are limited to **1,000** hours per fiscal year per employee (not per position). The agency is responsible for tracking the hours. Refer to the applicable collective bargaining agreement for any variation in the hour limitation. There is also an exception for exempt employees who have been hired to work on a specific project or grant in which case the intermittent appointment may exceed 1,000 hours in a fiscal year;
8. When an employee reaches **1,000** hours and the agency wants the employee to begin working again when the employee becomes eligible, the employee does not

need to be terminated but can be called back to work after the start of a new fiscal year;

9. OCSEA/AFSCME bargaining unit intermittent employees have bidding rights and may have an appointment type change. Up to one-half of the time spent in an intermittent appointment may be applied to the permanent probationary period on an appointment type change. For additional information, reference Article 6 of the OCSEA/AFSCME collective bargaining agreement and Office of Collective Bargaining (OCB) Clarification letter [10-08-10](#).

***Attachments:***

1. [GEN 4268](#) Signed Application;
2. [ADM 4288](#) Supplement Employment Agreement;
3. If applicable to appointment or classification:
  - a. Licensure, registration, certification or LPN/RN verification;
  - b. Unclassified acknowledgement;
  - c. OBM approval.

***Additional Notes:***

1. Officer Code is *Intermitnt*;
2. Status is *Unclassified*.

## Hire/Fixed Term - Salaried (HIR-FTS)

Use this action/reason to hire board or commission members that have been elected or appointed to serve for a period fixed by law. The board or commission member receives a fixed salary set by law. Any change in compensation for board or commission members is determined in statute prior to the beginning of their term of office. Board or commission members and elected officials are unclassified appointments per various sections of the ORC. The applicable code sections would therefore govern use.

### ***Legal, Procedural, Policy References:***

1. These are **ALWAYS** exempt unclassified appointments;
2. Reference in the ePAR Comments section, the ORC under which the appointment is made;
3. The ePAR must be approved by the individual (e.g., Governor, President of Senate, and/or Speaker of the House) or other appointing body, responsible for appointment;
4. If the board or commission member is being reappointed without a break in service, do not terminate the employee. Use the action/reason DTA/Fixed Term Ends followed by DTA/Fixed Term Reappointment.

### ***Attachments:***

1. [ADM 4288](#) Supplemental Employment Agreement;
2. Signed Oath of Office unless the employee is elected to the position;
3. Signed Appointment Letter/Signed Executive Order/Journal of Senate or House, whichever applies, unless the employee is elected to the position.

### ***Additional Notes:***

1. The Officer Code for appointed employees is *B&C FixTrm*; if the board and commission member is elected the Officer Code is *Elected*;
2. When employees in this appointment type approach their one year anniversary date, please contact your State Services Analyst to adjust the service page (i.e. DVG date) to create the *Dental/Vision* event.

## Hire/Fixed Term - Per Diem (HIR-DIM)

Use this action/reason to designate an appointment for a term fixed by law, where the member is given payments for eight hours for those days when attending a regularly scheduled meeting, or in some cases, when conducting official business for the agency. Board/Commission members are unclassified appointments per various sections of the ORC; the applicable code section would therefore govern use.

### ***Legal, Procedural, Policy References:***

1. These are **ALWAYS** exempt unclassified appointments;
2. Reference the ORC section under which the appointment is made in the ePAR Comments section;
3. The ePAR must be approved by the individual (e.g., Governor, President of Senate, and/or Speaker of the House) or other appointing body, responsible for appointment;
4. If the board or commission member is being reappointed without a break in service, do not terminate the employee. Use the action/reason DTA/Fixed Term Ends followed by DTA/Fixed Term Reappointment.

### ***Attachments:***

1. [ADM 4288](#) Supplemental Employment Agreement;
2. Signed Oath of Office unless the employee is elected to the position;
3. Signed Appointment Letter/Signed Executive Order/Journal of Senate or House, whichever applies, unless the employee is elected to the position.

### ***Additional Notes:***

1. Officer Code is *B&C P Diem*;
2. When employees in this appointment type approach their one year anniversary date, please contact your State Services Analyst to adjust the service page (i.e. DVG date) to create the *Dental/Vision* event.

## Hire/External Interim BU (HIR-EXI)

Use this action/reason to appoint an external applicant to full time bargaining unit positions encumbered by agency employees who are on an approved leave of absence.

### ***Legal, Procedural, Policy References:***

1. These are **ALWAYS** exempt unclassified appointments;
2. Specific collective bargaining agreements may include provisions for additional time beyond the length of the original employee's leave. For more information on the duration of an interim appointment, reference the following:
  - a. OCSEA/AFSCME - Article 7;
  - b. SEIU/1199 - Article 27;
  - c. SCOPE/OEA - Article 1;
3. External Interim appointments are considered non-permanent and employees are not eligible for benefits (e.g., health insurance, leave accrual, etc.) or pay supplements.

### ***Attachments:***

1. [GEN 4268](#) Signed Application;
2. [ADM 4288](#) Supplemental Employment Agreement;
3. If applicable to appointment or classification:
  - a. Licensure, registration, certification or LPN/RN verification;
  - b. Unclassified acknowledgement;
  - c. OBM approval.

### ***Additional Notes:***

1. Provide explanation for Interim action in ePAR Comments section. (e.g., PN 20071234 on military leave);
2. Officer Code is *None*.

## Hire/Established Term Regular BU (HIR-ETR)

Use this action/reason for the hire of established term employees, as specifically defined in collective bargaining agreements (e.g., OCSEA/AFSCME Agency Specific Agreements Appendix Q, SEIU/1199, etc.)

### ***Legal, Procedural, Policy References:***

1. These are bargaining unit unclassified appointments;
2. Place an ending date in the comments section of the ePAR. To determine the ending date of the appointment, refer to the applicable agency specific agreement in Appendix Q of the OCSEA/AFSCME collective bargaining agreement or Article 27 of the SEIU/1199 collective bargaining agreement;
3. For additional information regarding established term appointments, refer to the OCSEA collective bargaining agreement Appendix Q - Agency Specific Agreements or SEIU/1199 Article 27.

### ***Attachments:***

1. [GEN 4268](#) Signed Application;
2. [ADM 4288](#) Supplemental Employment Agreement;
3. If applicable to appointment or classification:
  - a. Licensure, registration, certification or LPN/RN verification;
  - b. Unclassified acknowledgement;
  - c. OBM approval.

### ***Additional Notes:***

Officer Code is *Est Term*.

## Hire/Established Term Irregular BU (HIR-ETI)

Use this action/reason for hire of established term employees, as specifically defined in collective bargaining agreements (e.g., OCSEA/AFSCME, Department of Natural Resources (DNR) specific language), that do **NOT** work a normal 40-hour week and instead are provided an identified number of hours each fiscal year in excess of 720/1000 hours.

### ***Legal, Procedural, Policy References:***

1. These are bargaining unit unclassified appointments;
2. Place an ending date in the comments section of the ePAR. To determine the ending date of the appointment, refer to the applicable agency specific agreement in Appendix Q of the OCSEA/AFSCME collective bargaining agreement or Article 27 and Agency Agreements of the SEIU/1199 collective bargaining agreement;
3. For additional information regarding established term appointments, refer to the OCSEA/AFSCME collective bargaining agreement Appendix Q - Agency Specific Agreements or SEIU/1199 Article 27.

### ***Attachments:***

1. [GEN 4268](#) Signed Application;
2. [ADM 4288](#) Supplemental Employment Agreement;
3. If applicable to appointment or classification:
  - a. Licensure, registration, certification or LPN/RN verification;
  - b. Unclassified acknowledgement;
  - c. OBM approval.

### ***Additional Notes:***

Officer Code is *Est Term*.

## Hire/Project Employee (HIR-PRJ)

Use this action/reason to hire an employee into a bargaining unit position that exists only for the duration of the project or grant. Generally, these positions are created through agreements with the unions.

### ***Legal, Procedural, Policy References:***

1. These are bargaining unit appointments only. To hire an exempt position for the duration of a project or grant, refer to the Hire/Intermittent action/reason;
2. For bargaining unit IT Project Employee appointments, refer to the Statewide IT Project Employee Agreement (Appendix K);
3. Enter the grant name that is funding the employee in the comments section of the ePAR;
4. Bargaining unit employees in the appointment type are governed by the agreement between Union and the Employer. The agreement between the Employer and the Union should be referenced to determine the benefits eligibility of the employee in this appointment.

### ***Attachments:***

1. [GEN 4268](#) Signed Application;
2. [ADM 4288](#) Supplemental Employment Agreement;
3. If applicable to appointment or classification:
  - a. Licensure, registration, certification or LPN/RN verification;
  - b. Unclassified acknowledgement;
  - c. OBM approval;
4. Statewide IT Project Employee Agreement.

### ***Additional Notes:***

Officer Code is *None*.

## Rehire/Rehire (REH-REH)

Use this action/reason for rehiring an employee with an existing OAKS employee ID, including a rehire pursuant to ORC 124.32 (B).

### *Legal, Procedural, Policy References:*

1. If the position is classified, the rehire is subject to recall/reemployment lists;
2. If the position is unclassified, the applicable ORC section should be recorded in the comments section of the ePAR;
3. FICA status is Medicare **ONLY**;
4. Reference the hiring control communications regarding ePARs that may require Governor's Office approval (Appendix M);
5. If there is a break in service (rehired more than 31 days from termination/separation), the service page should resume upon rehire and continue forward. If the service page is not accurate for the rehired employee, contact your State Services Analyst;
6. For rehires pursuant to ORC 124.32 (B):
  - a. Exempt employees in the **CLASSIFIED SERVICE** who resign, having served the required probationary period, **MAY** be reinstated upon request of the Appointing Authority to the Director of the Department of Administrative Services to a **SAME** or a **SIMILAR** position in that agency **AT ANY TIME WITHIN ONE YEAR FROM THE DATE OF SUCH RESIGNATION** (OAC 123:1-25-02). A resignation **DOES NOT** carry the right to reinstatement. There is no obligation to reinstate the employee. Therefore it is subject to recall and reemployment lists;
    - i. The employee rehired within one year from the date of resignation may be returned to the **SAME STATUS** at which he/she worked at the time of resignation if they are being rehired(OAC 123:1-47-01 (A) (71));
    - ii. There is **NO PROBATIONARY PERIOD** on a reinstatement from resignation for those rehired within the one year period. The employee's step entry date will be based on the number of pay periods completed prior to the resignation in addition to those needed to complete a total of 26 pay periods;
    - iii. If the employee is rehired within 31 days of the termination/separation, service is restored;
7. For rehires other than those pursuant to 124.32 (B):
  - a. Classified employees will serve a probationary period;

- b. If the employee is an OCSEA/AFSCME employee who has been laid off in the previous 24 months from any State Agency, the employee's service time is restored as if they were recalled from layoff.

***Attachments:***

1. [GEN 4268](#) Signed Application;
2. [ADM 4288](#) Supplemental Employment Agreement;
3. For classified positions, a copy of anonymous list from OHMS validating that a recall/reemployment list was not applicable;
4. If applicable to appointment or classification:
  - a. Licensure, registration, certification or LPN/RN verification;
  - b. Unclassified acknowledgement;
  - c. OBM approval.

***Additional Notes:***

1. Contact your State Services Analyst for service corrections related to new hires;
2. Review the accuracy of eligibility field 3 on the employment data page; if changes are needed, please coordinate with State Services and HCM Benefits;
3. Employees rehired pursuant to OAC 123: 1-25-02 must have their step entry date updated accordingly. Then, contact your State Services Analyst regarding corrections to the step entry date;
4. FICA status will always be Medicare Only.

## **Rehire/Reemployment from Layoff (REH-REL)**

Use this action/reason to reemploy an employee from layoff to an agency other than the agency from which the employee was laid off.

### ***Legal, Procedural, Policy References:***

1. ORC 124.321 establishes the procedures for layoffs and job abolishments. For more specific information on reemployment from layoff for Exempt employees, refer to OAC 123:1-41-17 - Reemployment from layoff ;
2. For more specific information on reemployment for Bargaining Unit employees, refer to the following:
  - a. OCSEA/AFSCME - Section 18.13;
  - b. SCOPE/OEA - Section 18.16;
3. An individual who is reemployed retains seniority, status, step, and time toward wage progression. For assistance in correcting any of these fields in OAKS HCM, please contact your State Services Analyst;
4. An exempt employee who was laid off while serving an original or promotional probationary period shall begin a new probationary period (OAC 123:1-41-17 (E)).

### ***Attachments:***

1. If the reemployment is to an IT classification with specific software qualifications, attach an application verifying the employee meets the minimum qualifications.
2. OBM approval if applicable;
3. Copy of OHMS reemployment list.

### ***Additional Notes:***

1. Contact your State Services Analyst for service corrections related to reemployment;
2. Review the accuracy of eligibility field 3 on the employment data page; if changes are needed, please coordinate with State Services and HCM Benefits;
3. FICA status will always be Medicare Only.

**Rehire/Recall from Layoff (REH-RCL)**

Use this action/reason to recall an employee from layoff to the agency from which the employee was laid off.

***Legal, Procedural, Policy References:***

1. ORC 124.321 establishes the procedures for layoffs and job abolishments. For more specific information on recall from layoff for Exempt employees, refer to OAC 123:1-41-16 - Reinstatement (recall) from layoff;
2. For more specific information on recall for Bargaining Unit employees, refer to the following:
  - a. OCSEA/AFSCME - Section 18.11;
  - b. SEIU/1199 - Section 29.03;
  - c. SCOPE/OEA - Section 18.12;
  - d. OSTA - Section 35.04;
  - e. FOP - Section 35.05;
3. An individual who is recalled retains seniority, status, step, and time toward wage progression. For assistance in correcting any of these fields in OAKS HCM, please contact your State Services Analyst;
4. An exempt employee who was laid off while serving an original or promotional probationary period shall begin a new probationary period. Reference OAC 123:1-41-16 (H). For bargaining unit employees refer to the following collective bargaining agreement for specific language:
  - a. OCSEA/AFSCME - Section 18.11;
  - b. SCOPE/OEA - Section 18.12 (D);
  - c. SEIU/1199 - Section 29.03;
  - d. OSTA - Section 35.04;
  - e. FOP - Section 35.05;
5. No employee on the recall list should be offered a position in a classification with a higher pay range assignment or appointment category than that of the classification or appointment category from which the employee was laid off or displaced. For more information reference the following:
  - a. Exempt Employee - OAC 123:1-41-16 (E);
  - b. OCSEA/AFSCME - Section 18.11;
  - c. SEIU/1199 - Section 29.03;
  - d. SCOPE/OEA - Section 18.12 (D);
  - e. FOP - Section 35.05;
  - f. OSTA - Article 35.

***Attachments:***

1. If the recall is to a classification outside of the class series, an application verifying the employee meets the minimum qualifications must be attached;
2. If the recall is to an IT classification with specific software qualifications, attach an application verifying the employee meets the minimum qualifications;
3. OBM approval if applicable;
4. Copy of OHMS recall list.

***Additional Notes:***

1. Contact your State Services Analyst for service corrections related to recall;
2. Review the accuracy of Eligibility Field 3 on the Employment Data page; if changes are needed, please coordinate with State Services and HCM Benefits;
3. FICA status will always be Medicare Only.

## Rehire/Reinstatement from Separation (REH-RSP)

Use this action/reason to reinstate an employee from a disability separation or disability retirement.

### *Legal, Procedural, Policy References:*

1. For employees being reinstated from a disability separation (OAC 123: 1-30-04 (A)):
  - a. Employees who have been disability separated may submit a **WRITTEN** request to the Appointing Authority for reinstatement. With the request for reinstatement, an employee must provide substantial, credible medical evidence that the employee is once again capable of performing the job duties of the former job. The medical evidence should not be attached to the ePAR;
  - b. Requests for reinstatement may be made after an employee has not been in an active work status for at least three months;
  - c. Requests for reinstatement must be made no later than **TWO** years from the date the employee was in an active work status. **NOTE:** For SEIU/1199 employees only, reinstatement requests must be made no later than **THREE** years from the date the employee was in an active work status (SEIU/1199 Article 28);
2. For employees being reinstated from a disability retirement (OAC 123:1-30-04 (H)):
  - a. For employees who were disability retired on or before January 7, 2013: a request for reinstatement must be made within **FIVE** years of the employee's disability retirement date (ORC 145.362);
  - b. For employees who were disability retired after January 7, 2013: A request for reinstatement must be made in the timeframe the applicable retirement system requires the employee to be considered for reinstatement. For many employees covered by OPERS, the timeframe is three years (ORC 145.362); However, there are factors which can extend this timeframe for employees covered by OPERS;
  - c. Requests for reinstatement from disability retirement must include documentation from the applicable state retirement system that the employee is no longer eligible to receive disability retirement benefits;
3. The reinstated employee should be returned to the position and step in the classification the employee held at the time of separation. If the classification no longer exists, the employee shall be placed in a similar classification. For assistance in determining a similar classification, please contact DAS HRD Office of Talent Management;

4. Employees reinstated from a disability separation or disability retirement have not experienced a break in service (OAC 123:1-47-01 (A) (13)). If an adjustment is needed on the employee's service page; please contact your State Services Analyst.

***Attachments:***

1. Employee's request for reinstatement;
2. If reinstatement from disability retirement, notification from the applicable retirement system.

***Additional Notes:***

1. The service page is restored as if the employee had not been separated including Dental, Vision, and Group Life date. If the service page is not correct please contact your State Services Analyst;
2. FICA status remains what it was at the time of the employee's disability separation or disability retirement.

## **Rehire/Reinstated by 3rd Party (REH-RTP)**

Use this action/reason for reinstating an employee as the result of 3rd party decision or agreement (i.e., Arbitration Award, Settlement Agreement, State Personnel Board of Review (SPBR) or Court Order).

### ***Legal, Procedural, Policy References:***

1. The employee must be returned pursuant to the conditions specified in the Order from the SPBR, Court Order, Arbitration Award, or Settlement Agreement;
2. The Order from the SPBR, Court Order, Arbitrator's Decision, or Settlement Agreement should speak to all the potential issues such as taxes, retirement time, service time, benefits start dates, etc. If not, a letter of intent may be required. For guidance on what should be included in a settlement, refer to the Office of Collective Bargaining (OCB) Settlement Writing Checklist (Appendix L);
3. OCB is available to assist agencies in writing bargaining unit settlement agreements.

### ***Attachments:***

One of the following:

- a. State Personnel Board of Review Order;
- b. Court Order;
- c. Settlement Agreement;
- d. Arbitration Award.

### ***Additional Notes:***

1. Contact your HRD Benefits Specialist and State Service Analyst to coordinate the reinstatement by 3<sup>rd</sup> party action to ensure all items outlined in the settlement or order are processed accurately;
2. To determine the correct FICA status for employees reinstated by 3<sup>rd</sup> party, please contact your State Services Analyst.

## Rehire/Retiree (REH-RET)

Use this action/reason for rehiring an employee who has retired from a state retirement system. This action/reason must be used to rehire any retiree, regardless of appointment type (e.g., permanent, intermittent, etc.).

### ***Legal, Procedural, Policy References:***

1. Rehired retirees pay into a retirement system annuity. For detailed information on the retirement annuity, contact the applicable retirement system (PERS, STRS, etc.);
2. Retiree service does not count for purposes of prior service credit and service credit for vacation and longevity starts over with the employee's rehire date. For more information reference the following:
  - a. Exempt Employee - ORC 9.44;
  - b. OCSEA/AFSCME - Sections 28.01 and 36.07;
  - c. SEIU/1199 - Section 10.01;
  - d. SCOPE/OEA - Sections 30.02 and 21.06;
  - e. FOP - Sections 37.01 and 56.02;
  - f. OSTA - Section 43.01;
3. The rehire is subject to recall and reemployment lists if the employee is being appointed to a classified position;
4. Classified employees will serve a probationary period;
5. The dental, vision and group life date (DVG) will begin from the effective date of the rehire if there has been more than a 31 day break in service. If there is less than a 31 day break the DVG date will remain the same.

### ***Attachments:***

1. [GEN 4268](#) Signed Application;
2. [ADM 4288](#) Supplemental Employment Agreement;
3. For classified positions, a copy of anonymous list from OHMS validating that a recall/reemployment list was not applicable;
4. If applicable to appointment or classification:
  - a. Licensure, registration, certification or LPN/RN verification;
  - b. Unclassified acknowledgement;
  - c. OBM approval.

***Additional Notes:***

1. Review the accuracy of the service page; if corrections are needed, contact your State Services Analyst;
2. FICA status is Medicare only.

## Section II: Change

### *General Legal, Procedural & Policy References*

1. When the action/reason includes a change in classification, ensure that there is clear documentation that the applicant meets all minimum qualifications;
2. Appointments for RN's and LPN's require prior verification. Verification of RN and LPN licensure can be done on Ohio Board of Nursing website at [www.nursing.ohio.gov](http://www.nursing.ohio.gov). The completed Nursing License Verification Form **MUST** be attached to the ePAR;
3. All promoted employees are placed in Step 1 of the appropriate pay range, unless advanced step appointment has been approved using the action/reason Promotion/Advance Step;
4. If the position is unclassified, a signed acknowledgement from the employee to enter the unclassified service and whether or not the employee has fall back rights must be attached to the ePAR;
5. If the position is unclassified, the applicable Ohio Revised Code section should be recorded in the Comments section of the ePAR;
6. For action/reasons subject to recall or reemployment list (promotion, lateral change, demotion), if a layoff list is available the Brandt Decision will take precedence. Contact your State Services Analyst for the specifics.

### *General Entry Notes*

1. Verify Position Management prior to entry of ePAR, e.g. PT/FT status, FLSA status, Dept. ID, Reports To, Classified/Unclassified etc.;
2. Benefits Program is entered as TMP; the nightly batch processing will assign the correct benefits program;
3. All ePAR approvals must be completed on or before payday Friday of the pay period the action is effective in order for job data to be updated appropriately. Please coordinate with your State Services Analyst, Benefits and Payroll Specialists for approvals completed after this deadline.

## Demotion/Demotion (DEM-DEM)

Use this action/reason to move an employee from one position to another position that is a classification (Job Code) which carries a lower pay range than the classification (Job Code) formerly assigned. A demotion can be voluntary, probationary, or for cause pursuant to the Ohio Revised Code and applicable collective bargaining agreements.

### ***Legal, Procedural, Policy References:***

1. A lower pay range is determined by the Step 1 rates of the two pay ranges, or for OCSEA/AFSCME, it is determined by the first step or last step of the two pay ranges;
2. A demotion **ALWAYS** involves a change in position number. Note: The Data Change/Position Number Change should **NOT** be used as an additional action/reason;
3. If the appointment type changes in conjunction with the demotion, include the action/reason Data Change/Appointment type change (DTA/APC) when initiating the ePAR;
4. Employees serving an original/initial probationary period may not be eligible for a demotion. For more information reference:
  - a. Exempt Employee - OAC 123:1-19-01;
  - b. OCSEA/AFSCME - Section 17.04;
  - c. SEIU/1199 - Section 30.02;
  - d. SCOPE/OEA - Section 17.04(C);
  - e. FOP - Section 31.02;
5. For Voluntary Demotions:
  - a. Voluntary demotions are subject to recall/reemployment lists;
  - b. A probationary period may not be required following a voluntary demotion; For more information, reference:
    - i. Exempt Employee - OAC 123:1-19-01;
    - ii. OCSEA/AFSCME - Section 6.01 (C);
    - iii. SEIU/1199 - Section 9.02 (B);
  - c. Ensure there is clear documentation that the applicant meets all minimum qualifications;
  - d. In the event of a voluntary demotion or demotion by reduction, the salary of the employee is fixed at an equitable rate, not to exceed the rate prior to the demotion (OAC 123:1-31-04). Generally, this means the employee is placed in a lower pay range at the step closest to, without exceeding, the step rate in the higher pay range the employee is leaving;

6. For Involuntary Demotions:

An involuntary demotion is defined as a demotion for cause pursuant to the ORC or applicable collective bargaining agreement. An involuntary demotion can also be a probationary demotion when a promoted employee does not perform satisfactorily in the advanced position;

- a. For additional information on probationary demotions, reference the following:
  - i. Exempt Employee - OAC 123:1-23-03 (D);
  - ii. OCSEA/AFSCME - Section 6.01 (A);
  - iii. SEIU/1199 - Section 9.02(A);
  - iv. SCOPE/OEA - Section 17.05;
  - v. FOP - Section 31.03;
  - vi. OSTA - Article 16;
- b. The employee is entitled to any steps or salary adjustments upon return to the former position which would have occurred if the employee had remained in that classification (OAC 123:1-23-03 (D), SEIU Section 9.02(A), OEA Section 19.02);
- c. Probationary demotions must occur within the designated period of probation;
- d. For purposes of OCSEA/AFSCME bargaining unit employees, the length probationary period is defined in days rather than the employee's shift (Arbitration Award #698);
- e. Probationary demotions are not subject to recall/reemployment lists.

***Attachments:***

1. [GEN 4268](#) Signed Application if demotion is outside of class series or to a classification (job code) previously held;
2. If applicable to the demotion or classification:
  - a. Licensure, registration, certification or LPN/RN verification;
  - b. Unclassified acknowledgement;
  - c. OBM approval;
  - d. Governor's Office approval;
3. For voluntary demotions, a copy of anonymous list from OHMS validating that a recall/reemployment list was not applicable;
4. If the movement into the position requires a county headquarter change, consent from the employee;
5. Letter of consent for voluntary demotion;

6. If a probationary demotion is for an exempt employee, attach a copy of the final performance evaluation and letter of notification to employee;
7. If the probationary demotion is for a bargaining unit employee, attach a letter of notification to the employee.

***Additional Notes:***

1. Voluntary demotion - the step entry date remains the current step entry date;
2. Probationary demotion – the step entry date returns to the date prior to the promotion;
3. Coordinate with your agency Benefits Specialist if the promotion involves a change to a different appointment type and/or different bargaining unit as some benefits may change. If you have further questions, contact DAS HRD HCM Benefits.

## Data Change/Status - Civil Service Status (DTA-SCS)

Use this action/reason to change the status of a position from classified to unclassified or unclassified to classified. The action/reason code can be, and often is, used in conjunction with other action/reason codes when another action results in a civil service status change.

### ***Legal, Procedural, Policy References:***

1. For unclassified to classified status changes, place an explanation in the comments section of the ePAR ;
2. Status change requests (both classified to unclassified and unclassified to classified) for **FILLED POSITIONS** require approval from DAS HRD Policy Development; refer to Civil Service Status Change Checklist (Appendix F);
3. This code can be used in conjunction with other action/reasons.

### ***Attachments:***

1. If applicable to status change:
  - a. Unclassified acknowledgement;
  - b. OBM approval;
  - c. Governor's Office approval;
2. For unclassified to classified status changes, a copy of the anonymous list from OHMS validating that a recall/reemployment list was not applicable.

### ***Additional Notes:***

1. This action/reason begins in ePAR for a filled position that requires a status change. The agency should not prime Position Management and must allow the ePAR to update Position Management. Update both the *Classified Indicator* **AND** *Certification Status* fields in ePAR;
2. After the ePAR has completed the workflow and job data has been updated, review Position Management to verify all fields have updated accordingly.

## Data Change/Appointment Type Change (DTA-APC)

Use this action/reason to change from one appointment type to another type (e.g., permanent/temporary, full time/part time).

### ***Legal, Procedural, Policy References:***

1. Watch for possible change in status (i.e., classified to unclassified and unclassified to classified). For example, if an employee also has an appointment type change such as intermittent to permanent, this may include a civil service status change from unclassified to classified;
2. This action/reason may be used in conjunction with other action/reasons.

### ***Attachments:***

1. If the employee is moving to a lesser appointment type (e.g., full time to part time, part time to intermittent) a consent letter is needed from the employee;
2. If used in conjunction with other action/reasons, check those action/reasons for required attachments;
3. Copy of anonymous list from OHMS validating that a recall/reemployment list was not applicable.

### ***Additional Notes:***

1. Review the Officer Code for any necessary changes (e.g., *Intermittent* to *None*);
2. If the appointment type change is from intermittent to a permanent full time or part time, time spent as an intermittent is applied to the probationary period (BU employees only). The agency must change the step entry date and the new probationary period must be in the comments section of the ePAR.

## Data Change/Reassigned No Pay Increase (DTA-RNP)

Use this action/reason when an employee is reassigned to another classification with **NO** pay increase; for example, this action/reason would be used when an employee's classification changes as a result of a Position Description (PD) change but the pay range remains the same.

### ***Legal, Procedural, Policy References:***

1. If reassignment is a result of a job audit, SPBR Order, Memorandum of Understanding (MOU), Settlement Agreement or Arbitration Award use the data change/reassignment by 3rd party action/reason;
2. For reassignments resulting from a position description approval, the Appointing Authority sets the effective date, which must be the beginning of a pay period;
3. If reassignment results from PD approval ensure that there is clear documentation that the applicant meets all minimum qualifications;
4. Employee does not serve a probationary period and the step entry date remains the same;
5. Any reassignments of bargaining unit employees must be approved by the Office of Collective Bargaining, the Union, and the employee.

### ***Attachments:***

1. [GEN 4268](#) Signed Application if reassignment is outside of the natural progression or class series;
2. If applicable to reassignment or classification:
  - a. Licensure, registration, certification or LPN/RN verification;
  - b. Unclassified acknowledgement;
  - c. OBM approval;
3. For bargaining unit employees, reclassification agreement with signatures from the Office of Collective Bargaining, the Union, and the employee.

### ***Additional Notes:***

1. This action/reason begins in ePAR. The agency should not prime Position Management and must allow the ePAR to update Position Management. Update applicable fields when processing a reassignment in ePAR (e.g. job code, classified indicator, certification status, etc.);

2. After the ePAR has completed the workflow and job data has been updated, review the Salary tab to verify the step and step entry date. Review Position Management to verify all fields have updated accordingly.

## Data Change/Reassigned Pay Increase (DTA-RPI)

Use this action/reason when an employee is reassigned to a classification with a higher pay range which results in a pay increase.

### ***Legal, Procedural, Policy References:***

1. If the reassignment is a result of a job audit, SPBR Order, MOU, Settlement or Arbitration Award use the Data Change/Reassignment by 3<sup>rd</sup> party action/reason;
2. For reassignments resulting from the approval of a position description change, the Appointing Authority sets the effective date, which must be the beginning of a pay period;
3. If the reassignment results from position description approval ensure that there is clear documentation that the applicant meets all minimum qualifications;
4. The employee does not serve a probationary period and the effective date of the reassignment will be the new step entry date (annual step date);
5. For the reassignment of a bargaining unit employee, an agreement must be reached between OCB, the Union and the employee in order to reclassify an employee to a position with a higher pay range.

### ***Attachments:***

1. [GEN 4268](#) Signed Application if reassignment is outside of the natural progression or class series;
2. If applicable to reassignment or classification:
  - a. Licensure, registration, certification or LPN/RN verification;
  - b. Unclassified acknowledgement;
  - c. OBM approval;
3. For bargaining unit employees, reclassification agreement with signatures from the Office of Collective Bargaining, the Union, and the employee.

### ***Additional Notes:***

1. This action/reason begins in ePAR. The agency should not prime Position Management and must allow the ePAR to update Position Management. Update applicable fields when processing a reassignment in ePAR (e.g. job code, step, classified indicator, certification status, etc.);

2. After the ePAR has completed the workflow and job data has been updated, review the Salary tab to verify the step and step entry date. Review Position Management to verify all fields have updated accordingly.

## Data Change/Reassigned 3rd Party (DTA-RPT)

Use this action/reason when an employee is reassigned by a 3<sup>rd</sup> party (e.g. SPBR, Arbitration Award, Settlement, or Court Order).

### ***Legal, Procedural, Policy References:***

The effective date is set by legal authority (e.g. SPBR, Settlement, Arbitration Award, etc.).

### ***Attachments:***

1. Copy of 3<sup>rd</sup> party documentation such as:
  - a. SPBR Decision;
  - b. Bargaining unit Settlement Agreement;
  - c. EEO/OCRC action;
  - d. Arbitration Award;
  - e. Other legal settlement;
2. If applicable to reassignment or classification:
  - a. Licensure, registration, certification or LPN/RN verification;
  - b. Unclassified acknowledgement.

### ***Additional Notes:***

1. This action/reason begins in ePAR. The agency should not prime Position Management and must allow the ePAR to update Position Management. Update applicable fields when processing a reassignment in ePAR (e.g. job code, step, classified indicator, certification status, etc.);
3. After the ePAR has completed the workflow and job data has been updated, review the Salary tab to verify the step and step entry date. Review Position Management to verify all fields have updated accordingly.

## Data Change/Temporary Work Level (DTA-TWL)

Use this action/reason for a temporary work level. A temporary work level (TWL) is used to compensate an employee for performing duties in a higher level position while continuing to perform the duties of their current position. Reference the TWL, Internal/External Interim and Temporary Appointment matrix in the appendix to determine the correct action/reason to use.

### ***Legal, Procedural, Policy References:***

1. Ensure there is clear documentation that an applicant meets all minimum qualifications for the higher level position;
2. To calculate the TWL rate, determine the step in the TWL position pay range that would be an approximate 4% increase from the current base rate of compensation. The difference between current base rate of compensation and the appropriate step in the TWL pay range is the TWL supplement amount;
3. Any other supplements (e.g., longevity, bilingual, hazard, etc.) due to the employee shall continue to be paid based on the Step 1 rate of the employee's normal classification pay range, not the TWL classification pay range;
4. The employee is entitled to any step increases or salary adjustments, which would normally occur in the employee's permanent position. The agency must monitor such changes to determine whether an adjustment in the TWL supplement will be needed. If an adjustment is necessary, another ePAR must be processed. The action/reason to use for the adjustment is Pay Rate Change/Rate Change. (PAY/RTC);
5. Include the following information in the comments section of the ePAR: the PN, job code, pay range, step and amount of the TWL supplement for the higher level PN, the reason for the TWL (i.e., incumbent on leave, vacancy posting & selection in process, etc.);
6. The Appointing Authority sets the effective date. The ePAR cannot be submitted until the employee completes the applicable length of service to qualify for the TWL. For example, an exempt employee must complete two weeks of the higher pay range duties to be eligible for a TWL thus the ePAR should not be initiated until the employee has surpassed the two-week period;
7. If the TWL appointment is for a position that is in a holding class, agencies that are PD decentralized must file an updated PD prior to placing the employee in the TWL;
8. To place the employee who is serving in a TWL permanently in that position, the TWL must end and then an ePAR must be initiated to promote the employee;

9. Any overtime (OT) hours worked while an employee is serving a TWL is compensated at the TWL OT rate;
10. For exempt employees (ORC 124.181 (J)):
  - a. The position must be vacant to use the data change/TWL action / reason. For filled position refer to data change/temp-internal-extended leave;
  - b. Employees performing duties in a higher level position for less than two weeks are not eligible for a TWL;
  - c. Duration of the TWL cannot exceed 2 years;
11. For bargaining unit employees reference the following articles for collective bargaining agreement (CBA) specific information regarding when it is contractually permissible to use a TWL and to determine the length of time that a bargaining unit employee can be placed in a TWL:
  - a. OCSEA/AFSCME - Article 7;
  - b. SEIU/1199 - Article 25;
  - c. FOP - Article 23;
  - d. SCOPE/OEA - Article 24;
  - e. OSTA - Article 32.

***Attachments:***

1. [GEN 4268](#) Signed Application if the TWL position is in a different classification series from the employee's current classification;
2. If applicable to TWL or classification:
  - a. Licensure, registration, certification or LPN/RN verification;
  - b. Unclassified acknowledgement.

***Additional Notes:***

1. For exempt employees, the ePAR should be entered the week following the completion of the two weeks required to be paid. This may result in back pay being owed;
2. For bargaining unit employees, the ePAR should be entered on or before payday Friday of the pay period the action is effective. If not, please contact State Services, Benefits and Payroll;
3. To end the TWL see the action/reason Data Change/End Temporary Work Level (DTA/ETW).

## **Data Change/End Temporary Work Level (DTA-ETW)**

Use this action/reason to end an employee's Temporary Work Level (TWL) at any time during the TWL or when the maximum duration for the TWL has been reached.

### ***Legal, Procedural, Policy References:***

1. Exempt employees can only serve a maximum of 2 years in a TWL (ORC 121.181 (J));
2. To determine the maximum duration for a bargaining unit employee reference the following article for CBA specific information regarding TWLs:
  - a. OCSEA/AFSCME - Article 7;
  - b. SEIU/1199 - Article 25;
  - c. FOP - Article 23;
  - d. SCOPE/OEA - Article 24;
  - e. OSTA - Article 32.

### ***Attachments:***

None required.

### ***Additional Notes:***

Never enter both of the ePARs for the start of a TWL and the end of the TWL on the same day.

## Data Change/Internal Interim - BU (DTA-TMP)

Use this action/reason to place a bargaining unit employee into an internal interim position. Internal interims are typically used to fill a vacancy created by an approved temporary leave of absence or disability leave of another employee. Reference the TWL, Temporary Appointment Matrix to determine the correct action/reason to use (Appendix N).

### ***Legal, Procedural, Policy References:***

1. Ensure that there is clear documentation that the applicant meets all minimum qualifications;
2. State reason(s) for interim appointment in comments section of the ePAR and include the PN of the employee on extended leave;
3. The interim position must match the prime position in class, county, and appointment type;
4. Reference the following articles for CBA specific information regarding interim appointments such as determining when it is appropriate to use the Data Change/Internal Interim - BU or Data Change/TWL:
  - a. OCSEA/AFSCME - Article 7;
  - b. SEIU/1199 - Article 27;
  - c. SCOPE/OEA - Article 1;
5. If the Internal Interim appointment is for a position that is in a holding class, agencies that are Position Description (PD) decentralized must file an updated PD prior to placing an employee in the interim appointment.

### ***Attachments:***

1. [GEN 4268](#) Signed Application if the Interim position is in a different classification series from the employee's current classification;
2. If applicable to Internal Interim or classification:
  - a. Licensure, registration, certification or LPN/RN verification;
  - b. Unclassified acknowledgement.

***Additional Notes:***

1. An internal interim PN must be created in position management which can be inactivated when the interim appointment is cancelled. This PN should be identical to the position for which the interim is being created (e.g. part time vs. full time, FLSA status, Dept. ID, classified indicator, standard hours, etc.); however, the Ohio Position Attributes tab should reflect interim - internal;
2. The employee selected for the internal interim appointment will be placed in the newly created internal interim PN.

## **Data Change/Cancel Internal Interim - BU (DTA-CIM)**

Use this action/reason for ending an internal interim appointment for a bargaining unit employee and returning the employee to the employee's former position and classification.

### ***Legal, Procedural, Policy References:***

1. Upon the employee's return to the former position, the employee is entitled to any steps or salary adjustments which would have occurred if that employee had remained in the classification. For additional information reference the following:
  - a. OCSEA/AFSCME - Article 7;
  - b. SEIU/1199 - Article 27;
  - c. SCOPE/OEA - Article 1;
  - d. FOP - Article 23;
  - e. OSTA - Article 32;
2. The effective date is set by the Appointing Authority and should be based upon the return or separation of the original incumbent.

### ***Attachments:***

None Required.

### ***Additional Notes:***

None.

## Data Change/Service Change (DTA-SVC)

Use this action/reason to initiate a service change (state service or seniority) for an employee. This action/reason can only be approved by State Services for prior service credit or by an Agency Labor Relations Officer to correct an employee's seniority credits.

### *Legal, Procedural, Policy References:*

1. The DAS HRD State Services will set the effective date for the prior service action/reason. If the ePAR is received by DAS HRD within 90 days of a hire, the service change will be effective on the date of hire. All other service changes will be effective the beginning of the pay period following submission of the ePAR;
2. DAS will verify the amount of time to be credited for prior service;
3. No service time will be given for longevity pay purposes during the period of July 1, 2003 to June 30, 2005;
4. Prior service with the State, the Ohio National Guard or any political subdivision of the state may be credited for the purpose of computing vacation leave and, in some cases, longevity supplement. **NOTE:** Time spent concurrently with the Ohio National Guard and a state agency or political subdivision shall not count as additional service time for determining vacation accruals and longevity;
5. An employee who has retired in accordance with the provisions of any State retirement plan and who is reemployed by the State on or after June 24, 1987, shall not have prior service with the State, or any political subdivision of the State, counted for the purpose of computing vacation leave or longevity supplement. To ensure accurate calculation of service, note in the comments section if the request is for a retiree;
6. For more information on service credit for vacation accruals, reference the following:
  - a. Exempt Employee - ORC 9.44 (A);
  - b. OCSEA/AFSCME - Article 28;
  - c. SEIU/1199 - Article 10;
  - d. FOP - Article 37;
  - e. SCOPE/OEA - Article 30;
  - f. OSTA - Article 43;
7. For more information on service credit for longevity pay, reference the following:
  - a. Exempt Employee - ORC 124.181 (E);
  - b. OCSEA/AFSCME - Article 36;
  - c. SEIU/1199 - Article 43;
  - d. FOP - Article 56;

- e. SCOPE/OEA - Article 21;
  - f. OSTA - Article 62;
8. Corrections to bargaining unit seniority credits should be coordinated with your agency Labor Relations or OCB.

***Attachments:***

1. Verification letter from previous employer or a completed prior service form. A letter from the previous employer must be on the previous employer's letterhead, containing exact dates of employment (beginning and ending), and include the appointment type (e.g., full time, part time, intermittent, etc.). If appointment type is other than full time, the number of pay periods worked, the duration of a pay period, and the pay periods worked between July 1, 2003 and June 30, 2005 must also be included. If this information is not included, the agency must contact the previous employer to obtain this information prior to submitting the service change request;
2. Prior service with the Ohio National Guard must be verified using the Ohio National Guard service form.

***Additional Notes:***

1. The previous employer (the State, Ohio National Guard, or political subdivision of the state) and the dates of employment should be referenced in the comments section;
2. State Services will update the service page and enter information regarding the previous employer in the notepad;
3. If the service change results in a vacation tier adjustment, please contact your HCM Benefits Specialist to determine the effective date of the LVE event.

## **Data Change/DAS-Class Plan Change (DTA-DCP)**

Use this action/reason when an employee is reassigned as a result of a DAS class plan change.

### ***Legal, Procedural, Policy References:***

1. The effective date of the reassignment is set by DAS;
2. Changes are made based on instructions in the DAS issued memorandum. The memorandum will also include guidelines for step assignment and movement and indicate if agencies are required to initiate an ePAR. Generally, if the class plan change results in a compensation change, an ePAR will be needed.

### ***Attachments:***

The DAS issued memorandum will include information on any applicable attachments.

### ***Additional Notes:***

1. If applicable, refer to specific guidelines issued by the Office of Talent Management;
2. This action/reason begins in ePAR. The agency should not prime Position Management and must allow the ePAR to update Position Management. Update applicable fields when processing a reassignment in ePAR (e.g. job code, step, etc.);
3. After the ePAR has completed the workflow and job data has been updated, review the Salary tab to verify the step and step entry date. Review Position Management to verify all fields have updated accordingly;
4. The step date should remain the same if there is no rate increase;
5. The step entry date will change to the effective date of the class plan change if there is a rate increase.

## Data Change/HQ Location Change (DTA-HQC)

Use this action/reason for movement of an employee from one headquarter county (HQ) to another. This action/reason is often used in conjunction with other action/reasons.

### ***Legal, Procedural, Policy References:***

1. For exempt employees, if the HQ county change is combined with an employee transfer and the transfer is temporary (thirty (30) days or less), no employee consent or approval from the Director of DAS is necessary (ORC 124.33 and OAC 123:1-25-01 (E));
2. For exempt employees, the Employer and the employee can agree to a transfer with resulting HQ county change for more than 30 days, but no more than 90 days without the Director of DAS approval. The employee must consent and agree to the transfer and an agreement between the Employer and the employee must be executed (OAC 123:1-25-01(F));
3. Any transfer resulting in a HQ county change that is longer than 30 days or longer than 90 days if the employee and the Employer have agreed, is considered a permanent transfer and requires Director of DAS approval prior to implementation. For permanent transfers contact HRD/OCB Policy for additional information on the approval process for such a transfer (ORC 124.33 and OAC123:1-25-01(J) and (K));
4. In accordance with (ORC 5503.03), the Highway Patrol “may transfer members of the Patrol from one district to another.” This language applies to both exempt and bargaining unit employees. These transfers are accomplished using the data change/HQ Location Change action/reason;
5. For bargaining unit employees, contact DAS, Office of Collective Bargaining to discuss the requirements to permanently transfer an employee with a HQ county change. For OCSEA bargaining unit employees, a permanent transfer can be accomplished under Section 17.07 of the collective bargaining agreement or through an agreement between the Employer, employee, Union and the Office of Collective Bargaining. For SEIU/1199, FOP and OEA bargaining unit employees, a permanent transfer with a HQ county change can be accomplished through an agreement between the Employer, the employee(s), Union and the Office of Collective Bargaining;
6. HQ county changes are subject to recall/re-employment lists unless the change is pursuant to a 3<sup>rd</sup> party agreement.

***Attachments:***

1. If being used in conjunction with other action/reasons, review those action/reasons for required attachments;
2. For temporary transfers, the employee consent, if applicable;
3. For permanent transfer of bargaining unit employees, a signed agreement if applicable;
4. For permanent transfers of exempt employees, approval from DAS;
5. For classified positions, a copy of anonymous list from OHMS validating that a recall/reemployment list was not applicable;

***Additional Notes:***

1. This action/reason begins in ePAR if it is a stand-alone action/reason. The agency should not prime Position Management and must allow the ePAR to update Position Management. Update the *Department ID AND Location Code* field in ePAR;
2. After the ePAR has completed the workflow and job data has been updated, review Position Management to verify all fields have updated accordingly.

## Data Change/Lateral Move (DTA-LAT)

Use this action/reason for the movement of an employee from one classification to another classification in the same pay range.

### ***Legal, Procedural, Policy References:***

1. Ensure that there is clear documentation that the applicant meets all minimum qualifications;
2. A probationary period may not be required following a lateral class change. For additional information reference the following:
  - a. Exempt Employee - OAC 123:1-19-01;
  - b. OCSEA/AFSCME - Section 6.01 B;
  - c. SEIU/1199 - Section 9.02 B;
  - d. SCOPE/OEA - Section 19.06;
3. This Action/Reason is not to be used for lateral transfers as defined in Article 17.02 of the OCSEA/AFSCME collective bargaining agreement or Article 30.02 of the SEIU/1199 collective bargaining agreement **UNLESS** the classification changes. If no classification change occurs, use the action/reason Data Change/Position Number Change;
4. This code cannot be used for student/college intern positions;
5. The step entry date does not change with the Data Change/Lateral move.

### ***Attachments:***

1. [GEN 4268](#) Signed Application;
2. For classified positions, a copy of anonymous list from OHMS validating that a recall/reemployment list was not applicable;
3. If applicable to appointment or classification:
  - a. Licensure, registration, certification or LPN/RN verification;
  - b. Unclassified acknowledgement;
  - c. OBM approval;

### ***Additional Notes:***

1. After the ePAR has completed the workflow and job data has been updated, review the Salary Tab to verify the step and step entry date;
2. If the lateral move results in a headquarter county change, reference Data Change/HQ Location Change.

## Data Change/Displacement (DTA-DPL)

Use this action/reason when an employee displaces another employee as a result of a layoff or job abolishment.

### ***Legal, Procedural, Policy References:***

1. For specific information regarding displacement, refer to the following:
  - a. Exempt Employee - ORC 124.324 and OAC 123:1-41-12;
  - b. OCSEA/AFSCME - Article 18;
  - c. SEIU/1199 - Article 29;
  - d. SCOPE/OEA - Article 18;
  - e. FOP - Article 35;
  - f. OSTA - Article 35;
2. Seniority points and or retention points must be included in the comments section of the ePAR;
3. May need to include other action/reasons such as HQ county change, status change etc. on ePAR.

### ***Attachments:***

1. Letter of notification to employee;
2. [ADM 4138](#) Signed Recall Rights;
3. [GEN 4268](#) Signed Application if displacement is outside of the classification;
4. A copy of anonymous list from OHMS validating that a recall/reemployment list was not applicable;
5. If applicable to displacement or classification:
  - a. Licensure, registration, certification or LPN/RN verification;
  - b. Unclassified acknowledgement;
  - c. OBM approval.

### ***Additional Notes:***

None.

## Data Change/Recall from Displacement (DTA-RCD)

Use this action/reason when an employee is recalled from a layoff or job abolishment.

### *Legal, Procedural, Policy References:*

1. Employee must be designated on the recall/reemployment layoff list from DAS;
2. For specific information regarding recall from a layoff or job abolishment, refer to the following:
  - a. Exempt Employee - ORC 124.32, OAC 123:1-41-16 and 123:1-41-17;
  - b. OCSEA/AFSCME - Article 18;
  - c. SEIU/1199 - Article 29;
  - d. SCOPE/OEA - Article 18;
  - e. FOP - Article 35;
  - f. OSTA - Article 35;
3. The step entry date will not change upon recall unless the employee was in a probationary period when the layoff or job abolishment occurred. If the recalled employee was in a probationary period at the time of layoff/job abolishment, the step entry date should return to what it was prior to the displacement for OCSEA employees (Reference Section 18.12 of the OCSEA/AFSCME collective bargaining agreement). All exempt employees will be subject to a new probationary period (ORC 124.327(H)). For specific information regarding whether a bargaining unit employee needs to serve a new probationary period upon recall, refer to the following:
  - a. SEIU/1199 - Section 29.03;
  - b. SCOPE/OEA - Section 18.12;
  - c. FOP - Section 35.05;
  - d. OSTA - Section 35.04;
4. This action/reason may need to be combined with Transfer/Transfer within Agency or Transfer/Transfer between Agencies if the employee is currently working in a different agency/institution than the agency to which the employee is being recalled;
5. An employee who has been processed as a Rehire/Rehire in a class/position unrelated to their recall rights cannot be processed with a Rehire/Reemployment from Layoff **OR** Rehire/Recall from Layoff action/reason, because the employee has an active record (e.g., John Doe was laid off from his position as a Human Resource Analyst. He was a Rehire/Rehire as a Corrections Officer. When a Human Resource Analyst position became available his name showed up on the Recall List. In this situation a Data Change/Recall from Displacement would be used to bring the

employee back to the Human Resource Analyst position because he has an active record).

***Attachments:***

1. Copy of the OHMS requisition.
2. Copy of the recall letter.

***Additional Notes:***

None.

## **Pay Change/Rate Change (PAY-RTC)**

Use this action/reason when employees paid in accordance with schedule E-2 or E-3 have a required rate change. This action/reason should not be used to correct the pay rate of another personnel action.

### ***Legal, Procedural, Policy References:***

1. If correcting a pay rate error on another personnel action, use the action/reason Pay Rate Change/Correction - Pay Rate;
2. At least six (6) months must elapse between rate changes for individuals encumbering positions in the same class and classification which are assigned to Schedule E-2 (Reference ORC 124.15 (H));
3. A rate increase over the established maximum for Physician Administrators requires approval from the Controlling Board;
4. The effective date is established by the Appointing Authority and should be at the beginning of a pay period;
5. When considering rate changes for E-2 or E-3 schedule employees, be sure to follow the most current guidance from the Governor's Office;
6. For information on rate increases for student help, refer to the DAS HRD Office of Talent Management memo (Appendix B);
7. In accordance with ORC 3301.13, the Superintendent of Public Instruction of the Department of Education "may fix the salary of such employees as are engaged in educational or research duties."

### ***Attachments:***

1. For Physician Administrator, copy of approved Physician Supplemental Request;
2. For College Intern, verification of educational level.

### ***Additional Notes:***

None.

## **Pay Rate Change/Correction - Pay Rate**

Use this action/reason to correct a pay rate for an employee paid in accordance with schedule E-2 or E-3.

### ***Legal, Procedural, Policy References:***

None.

### ***Attachment:***

None Required.

### ***Additional Notes:***

May put an explanation in the comments section of ePAR.

**Pay Rate Chg/Supplement Change - Other (PAY/SCO)**

Use this action/reason when changing an employees pay supplement(s) when there is no specific pay rate change reason, i.e. retention supplement change.

***Legal, Procedural, Policy References:***

Supplement changes set by ORC, OAC, or CBA.

***Attachments:***

None Required.

***Additional Notes:***

None.

## **Pay Rate Change/Bilingual Change (PAY/BLI)**

Use this action/reason to add, change, or remove a supplement for employees in positions which require the ability to speak or write a language other than English.

### ***Legal, Procedural, Policy References:***

1. To be eligible for the bilingual pay supplement, the employee's position must have an essential requirement to be able to speak and/or write a language other than English. Reference ORC 124.181 (H), OAC 123-1-37-06, and SEIU/1199 Section 43.09;
2. The language, other than English, required to perform the duties of the position must be reflected on the approved position description;
3. Positions requiring the use of Braille or hand sign language qualify for the bilingual supplement;
4. May be granted in the amount of five percent (5%) of the employee's classification salary base for each required foreign language and shall remain in effect as long as the bilingual requirement exists.

### ***Attachments:***

1. Documentation of how the employee meets the qualification to speak, write or use the language other than English;
2. Copy of the approved PD.

### ***Additional Notes:***

None.

## **Pay Rate Change/Hazard Duty Change (PAY/HAZ)**

Use this action/reason to add, change or remove the hazardous duty pay supplement.

### ***Legal, Procedural, Policy References:***

1. To be eligible for the hazardous duty supplement, the employee's position must have an exceptional condition that creates a temporary or permanent hazard;
2. The hazardous duty supplement may be granted for the time the employee is subjected to the hazardous conditions;
3. For additional information on the rate supplement, reference:
  - a. ORC 124.181 (F);
  - b. OAC 123-1-37-04;
  - c. SCOPE/OEA Section 21.06;
  - d. SEIU/1199 Section 43.10.

### ***Attachments:***

Documentation of the hazardous condition which includes the extent and duration of the hazard or a copy of the position description describing what is an unusual, considerable or exceptional hazard not common to the classification.

### ***Additional Notes:***

None.

## **Pay Rate Change/Educational Attainment Change (PAY/EAC)**

Use this action/reason for an employee who is eligible to receive a pay increase due to educational attainment.

### ***Legal, Procedural, Policy References:***

1. To be eligible for the educational attainment supplement, an employee must be assigned to a teaching supervisory, principal, assistant principal, or superintendent position and have attained an education level higher than a basic bachelor's degree;
2. The pay supplement, once granted to the employee, shall remain in effect so long as the employee's job assignment and classification remains unchanged;
3. For additional information on the rate supplement, reference ORC 124.181 (L) or OAC 123:1-37-09.

### ***Attachments:***

Verification of educational attainment.

### ***Additional Notes:***

This change must be entered in Position Management first. The reason code is Teachers Education Attainment (TEA). This will create a row in Job Data sequence 0. Using the same effective date create an ePAR using the action/reason PAY/EAC.

## **Pay Rate Change/Professional Achievement Change (PAY/PAC)**

Use this action/reason to add, change or remove the professional achievement pay supplement.

### ***Legal, Procedural, Policy References:***

1. To be eligible for the professional achievement supplement, the employee's position must be mandated by state law, federal law, regulation, other regulatory agency, or other certification authority to have special technical certification, registration or licensing to perform functions which are under the mandate;
2. The professional achievement supplement shall not be granted when all positions in a class require a license as provided in the classification specification, where no special or extensive training is required for the license, when certification is granted upon completion of a stipulated term of in-service training, or when an appointing authority has required certification;
3. The professional achievement supplement is equal to five percent (5%) of the employee's classification salary base;
4. For additional information on this rate supplement, reference ORC 124.181 (K) or OAC 123:1-37-08.

### ***Attachments:***

Copy of the documentation of the Professional Achievement.

### ***Additional Notes:***

None.

## **Pay Rate Change/Step Denied (PAY/SDN)**

Use this action/reason for denying a step as a result of the Performance Evaluation process if the step increase has already been processed in OAKS HCM.

### ***Legal, Procedural, Policy References:***

1. Employees who receive a rating below “Meets” in a majority of their goals and competencies will receive an overall unsatisfactory rating. If an underperforming employee’s step date does not fall near the employee’s annual performance cycle, an appointing authority may conduct an ad hoc performance evaluation outside the window for the employee’s annual performance evaluation. An appointing authority may deny the next annual step increase for a classified exempt employee who receives an overall unsatisfactory rating on an annual or ad hoc performance evaluation. For bargaining unit employees, reference the following:
  - a. OCSEA/AFSCME - Article 22;
  - b. SEIU/1199 - Article 43;
  - c. SCOPE/OEA - Article 8;
  - d. FOP - Article 32;
  - e. OSTA - Article 60;
2. For additional information, reference State of Ohio Administrative Policy Performance Evaluation, HR - 38 and OAC Chapter 123:1-29.

### ***Attachments:***

None Required.

### ***Additional Notes:***

None.

## **Pay Rate Change/Elect Office Increase Declined (PAY/EID)**

Use this action/reason when an elected official declines a statutory pay increase.

### ***Legal, Procedural, Policy References:***

1. If the salary for an elected official increases during the term in office, the increase can be declined at the request of the elected official;
2. Reference ORC Chapter 141.

### ***Attachments:***

Request from elected official.

### ***Additional Notes:***

None.

**Pay Rate Change/Elected Office Rate Increase (PAY/EOI)**

Use this action/reason when the salary of an elected official increases pursuant to the ORC.

***Legal, Procedural, Policy References:***

Reference ORC Chapter 141.

***Attachments:***

None Required.

***Additional Notes:***

None.

## Promotion/Promotion (PRO-PRO)

Use this action/reason to move an employee from one position to another position in a classification (Job Code) which carries a higher pay range than the classification (Job Code) formerly assigned.

### ***Legal, Procedural, Policy References:***

1. A higher pay range is determined by the Step 1 rates of the two pay ranges, or for OCSEA/AFSCME, it is determined by the first or last step of the two pay ranges;
2. A promotion **ALWAYS** involves a change in Position Number. **NOTE:** The Data Change/Position Number Change should **NOT** be used as an additional action/reason;
3. For additional details regarding promotions, reference the following:
  - a. Exempt employee - OAC 123:1-47-01 (65);
  - b. Exempt Highway Patrol Officers - ORC 5503.03;
  - c. OCSEA/AFSCME - Section 17.02;
  - d. SEIU/1199 - Section 30.02;
  - e. FOP - Section 31.01;
  - f. SCOPE/OEA - Section 17.04;
  - g. OSTA - Article 60; ORC 5503.03;
4. Classified promotions are subject to recall/reemployment lists;
5. Employees promoted will serve a probationary period and are generally eligible for a step increase following the completion of the probationary period. For additional details, reference the following:
  - a. Exempt employee - ORC 124.15 G;
  - b. OCSEA/AFSCME - Section 36.03;
  - c. SEIU/1199 - Section 43.03;
  - d. FOP - Section 55.05;
  - e. OSTA - Section 60.04;
6. Employees must be placed in the step in the new pay range that ensures an approximate four percent (4%) increase;
7. Employees serving a probationary period (original/initial or promotional) may not be eligible for promotion. Reference the following:
  - a. Exempt employee - OAC 123:1-23-01(A);
  - b. OCSEA/AFSCME - Section 17.04;
  - c. SEIU/1199 - Section 30.02;
  - d. SCOPE/OEA - Section 19.03;
  - e. FOP - Section 31.02;

8. The Appointing Authority sets the effective date of the promotion;
9. A promotion may include additional changes such as an appointment type change or headquarter county change, etc. If additional action/reasons are applicable, indicate on the initial ePAR. Any additional action/reasons will be reflected on job data by the sequence number;
10. A promotion may involve a change to a different bargaining unit that may effect the employee's service credits. For example: OCSEA/AFSCME employees are not eligible for longevity service from a political subdivision. If the employee is promoting from an exempt position where prior service counted toward longevity, to an OCSEA position, the service from the political subdivision must be removed on the effective date of the promotion. If this occurs contact your State Services Analyst;
11. When an unclassified employee changes from one position to another, or is appointed to a classified position, the salary or wage of the new position will be determined in the same manner as if the employee was in the classified service. When a classified employee is appointed to an unclassified position, the salary or wage in the new position will also be determined in the same manner as if the employee was in the classified service (ORC124.15 (E)).

***Attachments:***

1. [GEN 4268](#) Signed Application;
2. If applicable to the promotion or classification:
  - a. Licensure, registration, certification, or LPN/RN verification;
  - b. Unclassified acknowledgement;
  - c. OBM approval;
3. If the movement into the position requires a county headquarter or bargaining unit change, consent from the employee.

***Additional Notes:***

Coordinate with your agency Benefits Specialist if the promotion involves a change to a different appointment type and/or different bargaining unit as some benefits may change. If your agency Benefits Specialist has questions, contact DAS HRD HCM Benefits.

## Promotion/Advanced Step (PRO-ADS)

Use this action/reason to move an employee from one position to another position in a classification (Job Code) which carries a higher pay range than the classification (Job Code) formerly assigned and to place the employee in a step that provides an increase greater than the required approximate four percent (4%).

### ***Legal, Procedural, Policy References:***

1. A higher pay range is determined by the Step 1 rates of the two pay ranges, or for OCSEA/AFSCME, it is determined by the first or last step of the two pay ranges;
2. Refer to the State of Ohio Administrative Policy - Advanced Step, HR-03 (Appendix H) for specific information on Advance Step Promotions;
3. A promotion **ALWAYS** involves a change in Position Number. **NOTE:** The Data Change/Position Number Change should **NOT** be used as an additional action/reason;
4. For additional details regarding promotions, reference the following:
  - a. Exempt employee - OAC 123:1-47-01 (65);
  - b. Exempt Highway Patrol Officers - ORC 5503.03;
  - c. OCSEA/AFSCME - Section 17.02;
  - d. SEIU/1199 - Section 30.02;
  - e. FOP - Section 31.01;
  - f. SCOPE/OEA - Section 17.04;
  - g. OSTA - Article 60; ORC 5503.03;
5. Classified promotions are subject to recall/reemployment lists;
6. Employees promoted will serve a probationary period and are generally eligible for a step increase following the completion of the probationary period. For specific details, reference the following:
  - a. Exempt employee - ORC 124.15 G;
  - b. OCSEA/AFSCME - Section 36.03;
  - c. SEIU/1199 - Section 43.03;
  - d. FOP - Section 55.05;
  - e. OSTA - Section 60.04;
7. Employees serving a probationary period (original/initial or promotional) may not be eligible for promotion. Reference the following:
  - a. Exempt employee - OAC 123:1-23-01(A);
  - b. OCSEA/AFSCME - Section 17.04;
  - c. SEIU/1199 - Section 30.02;
  - d. SCOPE/OEA - Section 19.03;

- e. FOP - Section 31.02;
8. The Appointing Authority sets the effective date of the promotion, but the effective date must be after the approval of the Governor's office of the advanced step;
9. A promotion may include additional changes such as an appointment type change or headquarter county change, etc. If additional action/reasons are applicable, indicate on the initial ePAR. Any additional action/reasons will be reflected on job data by the sequence number;
10. A promotion may involve a change to a different bargaining unit that may affect the employee's service credits. For example: OCSEA/AFSCME employees are not eligible for longevity service from a political subdivision. If the employee is promoting from an exempt position where prior service counted toward longevity, to an OCSEA/AFSCME position, the service from the political subdivision must be removed on the effective date of the promotion. If this occurs contact your State Services Analyst;
11. When an unclassified employee changes from one position to another, or is appointed to a classified position, the salary or wage of the new position will be determined in the same manner as if the employee was in the classified service. When a classified employee is appointed to an unclassified position, the salary or wage in the new position will also be determined in the same manner as if the employee was in the classified service (ORC124.15 (E)).

***Attachments:***

1. [GEN 4268](#) Signed Application;
2. Justification for advance step and the step requested;
3. Position Description;
4. If applicable to the classification:
  - a. Licensure, registration, certification, or LPN/RN verification;
  - b. Unclassified acknowledgement;
  - c. OBM approval;
5. If the movement into the position requires a county headquarter or bargaining unit change, consent from the employee.

***Additional Notes:***

Coordinate with your agency Benefits Specialist if the promotion involves a change to a different appointment type and/or different bargaining unit as some benefits may change. If your agency Benefits Specialist has questions, contact DAS HRD HCM Benefits.

Section III: Discipline

***General Legal, Procedural & Policy References***

1. The Appointing Authority is the ultimate decision maker on issuing discipline. In general, the principles of progressive discipline should be followed; however, when making a determination on the level of discipline, Appointing Authorities should consider any Agency - Work Rules and Standards, Agency Discipline grids, and any applicable ORC, OAC, and CBA provisions. A decision on the appropriate level of discipline may also include discussion with Agency Human Resources, Labor Relations, and Legal Counsel;
2. Under ORC 124.34, a deduction of leave can be a disciplinary action and is considered a “reduction in pay.” This was litigated in an Ohio Supreme Court Case (Harden v. Ohio Attorney General). This case dealt with vacation leave. The vacation leave can be deducted after a disciplinary order is issued. Although the words “leave debit” are not used in the statute, pursuant to the referenced court case it is considered a reduction in pay.

***General Entry Notes***

All ePAR approvals must be completed on or before the payday Friday of the pay period the action is effective in order for job data to be updated appropriately. Please coordinate with your State Services, Benefits, and Payroll Specialist for approvals completed after this deadline.

## Suspension - Discipline/Suspension (SUS-SUS)

Use this action/reason to place an employee on an unpaid suspension.

### ***Legal, Procedural, Policy References:***

1. For more information on disciplinary suspension for exempt employees, reference ORC 124.34 and OAC 123:1-31;
2. A State Personal Board of Review (SPBR) Order **MUST** be filed with SPBR for exempt employees, if the suspension is more than 40 hours for an overtime exempt employee or more than 24 hours for an overtime eligible employee;
3. For more information on disciplinary suspensions for bargaining unit employees, reference the following:
  - a. OCSEA/AFSCME - Article 24;
  - b. SEIU/1199 - Article 8;
  - c. SCOPE/OEA - Article 13;
  - d. FOP - Article 19;
  - e. OSTA - Article 19;
4. The ending date of the suspension is the first day the employee is no longer on suspension, regardless of whether the ending date falls on the employee's day off or a holiday.

### ***Attachments:***

1. For exempt employees, a fully completed and filed SPBR order (ORC 124.34) processed **ON** or **BEFORE** the effective date of suspension if required as noted above;
2. Notification letter to employee.

### ***Additional Notes:***

1. Ending date should be entered in the comments section of the suspension ePAR;
2. The return from suspension ePAR cannot be approved in ePAR on the same day the suspension ePAR is approved.

## Data Change/Discipline - Leave Debit (DTA-DVD)

Use this action/reason for the decrease of leave for a disciplinary reason.

### ***Legal, Procedural, Policy References:***

1. An Appointing Authority may deduct vacation leave as a form of discipline after the disciplinary order has been issued. A deduction of an employee's accrued vacation leave is considered a "reduction in pay" under ORC 124.34;
2. The Appointing Authority must issue to the exempt employee an ORC 124.34 order for reduction of vacation leave;
3. For more information on leave debits for bargaining unit employees, reference the following:
  - a. OCSEA/AFSCME - Section 24.02;
  - b. SEIU/1199 - Section 8.02;
  - c. SCOPE/OEA - Section 13.04;
  - d. FOP Section - 19.06;
  - e. OSTA Section - 19.06.

### ***Attachments:***

1. For exempt employees, a fully completed and filed SPBR order (ORC 124.34) processed **ON** or **BEFORE** the effective date of the leave reduction, if required;
2. If the leave reduction is four (4) days or more a 124.34 order must be attached;
3. Notification to employee and the employee consent.

### ***Additional Notes:***

The effective date should be the first day of the pay period in which the leave will be debited.

## Data Change/Discipline - Penalty Fine (DTA-DFN)

Use this action/reason for a fine issued for disciplinary reasons.

### ***Legal, Procedural, Policy References:***

1. For more information on fines for exempt employees, reference ORC 124.34 and OAC 123:1-31;
2. For more information on fines for bargaining unit employees, reference the following:
  - a. OCSEA/AFSCME - Fines are not applicable to employees covered by the OCSEA Collective Bargaining Agreement - Article 24;
  - b. SEIU/1199 - Section 8.02;
  - c. SCOPE/OEA - Section 13.04;
  - d. FOP - Section 19.05;
  - e. OSTA - Section 19.05;
3. The deduction of fines from an employee's wages shall not require the employee's authorization for withholding of fines;
4. Appointing Authority must issue to the Exempt employees an ([ORC 124.34](#)) order if the fine is in excess of 24 hours' pay for an overtime eligible employee or in excess of 40 hours' pay for an overtime exempt employee;
5. Bargaining unit employees shall not be fined in excess of five (5) days;
6. While there is no limit in the number of hours an exempt employee may be fined, consult with DAS HRD/OCB Policy for guidance on FLSA implications prior to imposing any fine on an exempt employee.

### ***Attachments:***

1. Letter from Appointing Authority to employee;
2. For exempt employees, a fully completed and filed SPBR order (ORC 124.34) processed **ON** or **BEFORE** the effective date of the penalty fine, if required.

### ***Additional Notes:***

1. The employee will remain in active pay status;
2. The effective date is the beginning of pay period.

## **Data Change/Discipline - Working Suspension (DTA-DWS)**

Use this action/reason for a working suspension; the employee is required to report to work and receive compensation but the period of time will be recorded as a suspension.

### ***Legal, Procedural, Policy References:***

1. For more information on working suspensions for exempt employees, reference ORC 124.34;
2. For more information on working suspensions for bargaining unit employees, reference the following:
  - a. OCSEA/AFSCME - Section 24.02;
  - b. SEIU/1199 - Section 8.02;
  - c. SCOPE/OEA Section - 13.04;
  - d. FOP Section - 19.05;
  - e. OSTA Article 19 - Working suspensions are not applicable to employees covered by the OSTA collective bargaining agreement;
3. An employee serving a working suspension shall continue to be compensated at the employee's regular rate of pay for hours worked.

### ***Attachments:***

Letter from Appointing Authority to the employee.

### ***Additional Notes:***

None.

## Section IV: Leave/Return From Leave

### Payroll Leave Action/Military Leave Federal Duty (PLA-MLF)

Use this action/reason when an employee is on Federal Duty (i.e., Executive Order of the President because of an Act of Congress or Governor's directive pursuant to ORC 5919.29).

#### *Legal, Procedural, Policy References:*

1. Permanent employees are entitled to 176 paid hours (408 hours for Firefighter/EMT public employees) per calendar year (ORC 5923.05);
2. For military leave information specific to the Collective Bargaining Agreements, reference the following:
  - a. OCSEA/AFSCME - Sections 30.02 and 31.02;
  - b. SEIU/1199 - Article 26;
  - c. SCOPE/OEA - Articles 28 and 29;
  - d. FOP - Article 47;
  - e. OSTA - Article 52;
3. While an employee is on military leave, the employee may use accrued vacation, personal leave, or compensatory time at the employee's option. This applies to leave that has been accrued before the period of service begins. The use of accrued leave is not mandatory; the employee may elect unpaid leave. Accrued leave may not be used concurrently with the 176 paid hours referenced above. The agency should work with the employee prior to deployment to determine a schedule for the use of accrued leave if the employee opts to use accrued leave while on military leave. The [Military Leave Form](#) is available to assist agencies and employees with leave designations;
4. While on federal military leave, the employee, the employee's spouse or the employee's dependent(s) can maintain or reinstate health care benefits as if the employee was still at work. If health care benefits are maintained or reinstated while the employee is on leave, the employee remains responsible for the employee's share of the premiums and the agency remains responsible for the State's share;
5. Employees on leave under federal military orders may be eligible for a pay supplement. Reference ORC 5923.05 and the Military Leave section on the HRD Policy website for more detailed information;

6. For more information on military leave, refer to the Military Leave - job aid and/or the DAS HRD Policy website:  
<http://das.ohio.gov/Divisions/HumanResources/HRDOCBPolicy.aspx>;
7. If assistance is needed in determining if the employee's order is state or federal, contact your State Services Analyst.

***Attachments:***

Military Orders.

***Additional Notes:***

None.

## Payroll Leave Action/Military Leave - State (PLA-MLS)

Use this action/reason when an employee is called to State Active Duty by proclamation of the Governor to aid civil authorities. For additional information, refer to ORC 5923.21. This does not apply when an employee is called to Active Duty under ORC 5919.29.

### ***Legal, Procedural, Policy References:***

1. Permanent employees are entitled to 176 paid hours (408 hours for Firefighter/EMT public employees) per calendar year (ORC 5923.05);
2. For military leave information specific to the Collective Bargaining Agreements, reference the following :
  - a. OCSEA/AFSCME - Sections 30.02 and 31.02;
  - b. SEIU/1199 - Article 26;
  - c. SCOPE/OEA - Articles 28 and 29;
  - d. FOP - Article 47;
  - e. OSTA - Article 52;
3. While an employee is on military leave, the employee may use accrued vacation, personal leave, or compensatory time at the employee's option. This applies to leave that has been accrued before the period of service begins. The use of accrued leave is not mandatory; the employee may elect unpaid leave. Accrued leave may not be used concurrently with the 176 paid hours referenced above. The agency should work with the employee prior to deployment to determine a schedule for the use of accrued leave if the employee opts to use accrued leave while on military leave. The [military leave form](#) is available to assist agencies and employees with leave designations;
4. Employees called to State Active Duty may continue their medical benefits; however the employee is responsible for 100% of the cost (employee and employer share);
5. For more information on military leave, refer to Military Leave –job aid and/or the DAS HRD Policy website:  
<http://das.ohio.gov/Divisions/HumanResources/HRDOCBPolicy.aspx>;
6. If assistance is needed in determining if the employee's order is state or federal, contact your State Services Analyst.

***Attachments:***

Military Orders.

***Additional Notes:***

None.

## Payroll Leave Action/Bargaining Unit Personal Leave of Absence (PLA-PLB)

Use this action/reason for a bargaining unit employee on a personal leave of absence which has been approved by the Employer.

### ***Legal, Procedural, Policy References:***

1. This action/reason should be used for an approved unpaid leave of absence that exceeds one full pay period. For intermittent approved unpaid leave, an action/reason is not required on job data instead the agency should use the time reporting code (TRC) NPDLV (non-paid leave) on the employee's timesheet. Note that this action/reason only applies to bargaining unit employees. For an exempt employee's personal leave of absence, refer to Leave of Absence/Exempt Personal Leave (LOA - PRS);
2. For more specific information on bargaining unit unpaid personal leaves of absence, reference the following:
  - a. OCSEA/AFSCME - Section 31.01 A - D;
  - b. SEIU/1199 - Section 26.01;
  - c. SCOPE/OEA - Section 29.01;
  - d. FOP - Article 45;
  - e. OSTA - Article 49;
3. Employees on an unpaid leave of absence, who opt to continue health care benefits, are responsible for 100% of the cost. Direct payments for health insurance must be remitted to DAS HRD in accordance with the Direct Pay Instructions (Appendix J). However, the applicable collective bargaining agreement may require the agency to pay dental/vision premiums when the employee has paid the medical insurance premiums.

### ***Attachments:***

1. Employee request for leave;
2. Appointing Authority approval.

### ***Additional Notes:***

1. An ePAR is necessary only for leaves that last more than one pay period;
2. Enter ending date of the personal leave in the comments section of the ePAR and in the Notepad in Job Data.

## Payroll Leave Action/Bargaining Unit Educational Leave (PLA-BEL)

Use this action/reason for a bargaining unit employee on an educational leave.

### ***Legal, Procedural, Policy References:***

1. This action/reason should be used for an approved unpaid leave of absence for education purposes that exceeds one full pay period. Note that this action/reason only applies to bargaining unit employees. For an education leave of absence for an exempt employee, refer to Leave of Absence/Exempt Educational Leave (LOA - EED);
2. For more specific information on bargaining unit unpaid educational leave, reference the following:
  - a. OCSEA/AFSCME - Article 31;
  - b. SEIU/1199 - Article 26;
  - c. SCOPE/OEA - Article 29;
  - d. FOP - Article 45;
  - e. OSTA - Article 49;
3. Employees on an unpaid leave of absence, who opt to continue health care benefits, are responsible for 100% of the cost (employee and employer share). Direct payments for health insurance must be remitted to DAS HRD in accordance with the direct pay guidelines. However, the applicable collective bargaining agreement may require the agency to pay dental/vision premiums when the employee has paid the medical insurance premiums;
4. Reference the above collective bargaining agreements for specific information on employees' failing to return from an educational unpaid leave of absence.

### ***Attachments:***

1. Employee request for leave;
2. Appointing Authority approval.

### ***Additional Notes:***

Place ending date of the educational leave in the comments section of the ePAR and in the Notepad in Job Data.

## **Payroll Leave Action/Leave-Union (PLA-UNI)**

Use this action/reason to place a bargaining unit employee on **UNPAID** union leave.

### ***Legal, Procedural, Policy References:***

1. This action/reason should be used for an approved unpaid union leave that exceeds one full pay period;
2. For more specific information on bargaining unit unpaid union leave, reference the following:
  - a. OCSEA/AFSCME - Section 31.01 A;
  - b. SEIU/1199 - Section 26.02;
  - c. FOP - Section 10.04.

### ***Attachments:***

1. Letter from appropriate union requesting leave;
2. Approval letter from Appointing Authority.

### ***Additional Notes:***

Place an ending date in the comments section on the ePAR and in the Notepad in Job Data.

## **Payroll Leave Action/Military Leave Fed Duty D-V Only (PLA/MDV)**

Use this action/reason when an employee is on Federal Duty (i.e. Exec Order of the President because of an Act of Congress **OR** Governors directive pursuant to ORC 5919.29) and chooses to continue state insurance for dental/vision **ONLY**.

### ***Legal, Procedural, Policy References:***

Employees on a leave of absence for military service may continue health insurance and related benefits (OAC 123:1-34-05)(A). Direct payments for health insurance must be remitted to DAS HRD in accordance with the Direct Pay Instructions (Appendix J).

### ***Attachments:***

None Required.

### ***Additional Notes:***

None.

**Payroll Leave Action/Non-FMLA Leave D/V Only (PLA/EED)**

Use this action/reason when the employer is required to continue dental and vision coverage pursuant to a collective bargaining agreement for an employee on a non-paid FMLA.

***Legal, Procedural, Policy references:***

The State is required to continue to pay dental/vision coverage as long as the employee pays both shares of the health insurance premium.

***Attachments:***

None Required.

***Additional Notes:***

Coordinate with your HCM Benefits Specialist to assure dental/vision continues to be paid.

## **Payroll Leave Action/Voluntary Cost Savings (PLA/VCS)**

Use this action/reason for an employee on an approved voluntary cost saving leave which exceeds one full pay period.

### ***Legal, Procedural, Policy References:***

Agencies must notify DAS HRD/OCB prior to implementing a voluntary cost savings program for exempt employees. Voluntary cost saving programs for bargaining unit employees must be discussed with the agency labor-management committee.

Information on the Voluntary Cost Savings Program is available on the DAS HRD Policy/OCB web page. For specific information on voluntary cost savings, reference:

- a. Exempt Employee - OAC 123:1-34-10;
- b. OCSEA/AFSCME - Appendix R;
- c. SEIU/1199 - Article 40;
- d. SCOPE/OEA - Appendix K;
- e. FOP - Appendix C;
- f. OSTA - Article 64;
- g. See OAC 123:1-34-10 for the specific requirements for the Directors approval.

### ***Attachments:***

Employee consent dated 30 days in advance unless the Appointing Authority waives the 30 days, in which case a copy of the waiver.

### ***Additional Notes:***

None.

## Leave of Absence/Exempt Educational Leave (LOA-EED)

Use this action/reason for an exempt employee on an approved unpaid leave of absence for purposes of education.

### ***Legal, Procedural, Policy References:***

1. This action/reason should be used for an approved unpaid educational leave of absence that exceeds one full pay period. Note that this action/reason only applies to exempt employees. For a bargaining unit employee's educational leave of absence, refer to Payroll Leave Action/Bargaining Unit Educational Leave (PLA - BEL);
2. Exempt employees may be granted a leave of absence without pay for the purposes of education or training which would be of benefit to state service or voluntary service in any governmentally sponsored program of public betterment. The duration of the unpaid educational leave cannot exceed two (2) years (OAC 123:1-34-01 (A)(1)(c));
3. Exempt employees who fail to return to duty within three (3) working days of a completion or valid cancellation of the leave of absence may be removed. An employee who fails to return to service and is subsequently removed or resigns is deemed to have a termination date corresponding to the starting date of the leave (OAC 123:1-34-01 (A)(3));
4. Employee will be responsible for 100% of the cost of the health insurance benefits while on a seasonal leave with benefits. Direct payments for health insurance must be remitted to DAS HRD in accordance with the Direct Pay Instructions (Appendix J).

### ***Attachments:***

1. Employee's request for leave;
2. Approval letter from Appointing Authority.

### ***Additional Notes:***

Enter the end date in the comments section of ePAR and in the Notepad in Job Data.

## **Seasonal Leave/With Benefits (SLV-WBN)**

Use this action/reason when an employee is placed on a seasonal/established term interruption and retains health insurance benefits.

### ***Legal, Procedural, Policy References:***

1. Reference OAC 123:1-25-04;
2. While an employee is on a seasonal/established term leave, service time will not accrue. When the employee returns from the seasonal interruption, service will be credited in accordance with OAC 123:1-47-01 (13);
3. If the employee fails to return from the seasonal interruption, a termination action/reason must be added to the employee's record;
4. Employee will be responsible for 100% of the cost of the health insurance benefits while on a seasonal leave with benefits. Direct payments for health insurance must be remitted to DAS HRD in accordance with the Direct Pay Instructions (Appendix J).

### ***Attachments:***

None required.

### ***Additional Notes:***

None.

## **Seasonal Leave/Without Benefits (SLV-WOB)**

Use this action/reason when an employee is placed on a seasonal/established term interruption and does not retain or is not eligible to maintain health insurance benefits.

### ***Legal, Procedural, Policy References:***

1. Reference OAC 123:1-25-04;
2. While an employee is on a seasonal/established term leave, service time will not accrue. When the employee returns from the seasonal interruption, service will be credited in accordance with OAC 123:1-47-01 (13).

### ***Attachments:***

None required.

### ***Additional Notes:***

None.

## Leave of Absence/Exempt Personal Leave (LOA-PRS)

Use this action/reason for an exempt employee on an approved unpaid personal leave of absence.

### ***Legal, Procedural, Policy References:***

1. This action/reason should be used for an approved unpaid leave of absence that exceeds one full pay period. For intermittent approved unpaid leave, an action/reason is not required on job data; instead the agency should use the time reporting code (TRC) NPDLV (non-paid leave) on the employee's timesheet. Note that this action/reason only applies to exempt employees. For a bargaining unit employee's personal leave of absence, refer to Payroll Leave Action/Bargaining Unit Personal Leave of Absence (PLA - PLB);
2. The personal leave of absence cannot exceed six months (OAC 123:1-34-01 (A)(1)(a) and (b));
3. A personal leave of absence granted pursuant to OAC 123:1-34-01 (A) must be approved by the Appointing Authority and the Director of the Department of Administrative Services;
4. Sick and vacation leave do not accrue while on an unpaid leave of absence;
5. Employees on an unpaid leave of absence, who opt to continue health care benefits, will be responsible for 100% of the cost. Direct payments for health insurance must be remitted to DAS HRD in accordance with the Direct Pay Instructions (Appendix J).

### ***Attachments:***

1. Employee request for leave;
2. Appointing Authority Approval.

### ***Additional Notes:***

Place an ending date in the comments section of the ePAR and in the Notepad in Job Data.

## Return from Leave/Return from Leave (RLF-RLF)

Use this action/reason when an employee is returning from any type of approved leave of absence except Military Leave or Seasonal Leave.

### ***Legal, Procedural, Policy References:***

1. Check for any rate changes that should have occurred while the employee was not in active pay status. (e.g., wage progression, longevity increase, etc.);
2. An RFL benefits event will be created that must be completed in order to re-enroll employee in benefit plans (e.g., leaves, retirement, etc.);
3. For bargaining unit employees, refer to OCB Clarification Letter 12-09-02 regarding the restoration of leave upon return from an approved leave:  
<http://das.ohio.gov/Divisions/CollectiveBargaining/OCBHRDOCBPolicy/ClarificationLetters.aspx>.

### ***Attachments:***

None required.

### ***Additional Notes:***

Once the ePAR has completed the workflow and Job Data has been updated, contact your State Services Analyst via email to update/correct the service page.

## **Return from Leave/Return from Military (RLF-MIL)**

Use this action/reason when an employee is returning from military leave.

### ***Legal, Procedural, Policy References:***

1. Check for any rate changes that should have occurred while the employee was not in active pay status (e.g., wage progression, longevity increase, etc.);
2. Bargaining unit employees may be eligible for leave restoration upon return from military leave. For more information, refer to the Military Leave section on the DAS HRD Policy website:  
<http://das.ohio.gov/Divisions/HumanResources/HRDOCBPolicy.aspx>;
3. An RFL benefits event will be created that must be completed in order to re-enroll employee in benefit plans (e.g., leaves, retirement, etc.).

### ***Attachments:***

Request for reinstatement from military leave from employee.

### ***Additional Notes:***

Once the ePAR has completed the workflow and Job Data has been updated, contact your State Services Analyst via email to update/correct the service page.

## **Return from Seasonal Leave/Return from Seasonal Leave (RFS-RFS)**

Use this action/reason to return a seasonal or established term employee from interruption.

### ***Legal, Procedural, Policy References:***

An RFL benefits event will be created that must be completed in order to re-enroll employee in benefit plans (e.g., leaves, retirement, etc.).

### ***Attachments:***

None required.

### ***Additional Notes:***

Once the ePAR has completed the workflow and Job Data has been updated, contact your State Services Analyst via email to update/correct the service page.

## Section V: Termination

### *General Legal, Procedural and Policy References*

1. Generally, to determine the effective date of any termination or resignation, add one to the last date compensated. This is often referred to as "last day worked plus one"; Using the last day worked or compensated as an effective date will close that date on payroll and the employee will not be compensated for that day;
2. Reference State of Ohio Administrative Policy - Resignations, HR-12;
3. Personal leave may not be used to extend an employee's date of resignation or retirement. For additional information, reference the following:
  - a. Exempt Employee - OAC 123:1-32-07;
  - b. OCSEA/AFSCME - Section 27.05;
  - c. SEIU/1199 - Section 12.05;
  - d. FOP - Section 39.07;
  - e. OEA/SCOPE - Section 27.06;
  - f. OSTA - Section 45.06;
4. Compensatory time cannot be used to extend the employee's date of resignation or retirement if the employee is exempt from collective bargaining and overtime exempt. See State of Ohio Administrative Policy - Compensatory Time HR-08. Vacation leave may be used at the discretion of the Appointing Authority;
5. An employee in active pay status on the day before a holiday may use the holiday date as the effective date of retirement.

## Retirement/Disability Retirement (RET-DIR)

Use this action/reason for separating an employee who has been granted a disability retirement by a state retirement system.

### ***Legal, Procedural, Policy References:***

1. For additional information regarding the state retirement disability programs, reference the following:
  - a. OPERS/LEERS - ORC 145.36;
  - b. HPRS - ORC 5505.18;
  - c. STRS - ORC 3307.62;
  - d. SERS - ORC 3309.41;
2. A disability retirement must be granted by the appropriate retirement system before the ePAR can be initiated;
3. The appropriate retirement system will establish the effective date for this action/reason. The retirement system approval letter must indicate the effective date of the retirement. If the initial approval letter does not, the agency must contact the retirement system to coordinate the effective date;
4. Employees granted disability retirement are eligible for reinstatement pursuant to the appropriate section of the ORC pertaining to each retirement system (OAC 123:1-47-01 A (30) and OAC 123:1-30-04 (H)).

### ***Attachments:***

Approval from appropriate retirement system.

### ***Additional Notes:***

None.

## Retirement/Retired (RET- RET)

Use this action/reason for separating an employee due to retirement.

### ***Legal, Procedural, Policy References:***

1. "Retirement" means a separation from state service in which the employee receives retirement benefits from a state retirement system (OAC 123:1-47-01(A)(74));
2. Personal leave may not be used to extend an employee's date of retirement. For additional information, reference the following:
  - a. Exempt Employee - OAC 123:1-32-07;
  - b. OCSEA/AFSCME - Section 27.05;
  - c. SEIU/1199 - Section 12.05;
  - d. FOP - Section 39.07;
  - e. OEA/SCOPE - Section 27.06;
  - f. OSTA - Section 45.06;

### ***Attachments:***

1. Employee letter of retirement.

### ***Additional Notes:***

None.

## Termination/Resignation (TER-RES)

Use this action/reason to separate an employee who has voluntarily resigned.

### ***Legal, Procedural, Policy References:***

1. "Resignation" means a voluntary separation from state service by the employee (OAC 123:1-47-01(A)(73));
2. A tender of resignation should be followed by a letter to employee from Appointing Authority or designee acknowledging resignation;
3. If employee resigns at the end of an **UNPAID LEAVE**, the effective date shall be the date the unpaid leave of absence started. Reference OAC 123.1-34-01 (A) (3);
4. If employee resigns at the end of a **PAID LEAVE**, the effective date shall be the last day for which the employee was compensated plus one day. If a rate increase occurred during the time of paid leave, that rate increase must be in OAKS prior to the entry of the termination;
5. Personal leave may not be used to extend an employee's date of resignation. For additional information, reference the following:
  - a. Exempt Employee - OAC 123:1-32-07;
  - b. OCSEA/AFSCME - Section 27.05;
  - c. SEIU/1199 - Section 12.05;
  - d. FOP - Section 39.07;
  - e. OEA/SCOPE - Section 27.06;
  - f. OSTA - Section 45.06.

### ***Attachments:***

1. If resignation is written, resignation letter;
2. If resignation is oral, agency letter of acknowledgement to employee.

### ***Additional Notes:***

None.

## **Termination/Death (TER-DEA)**

Use this action/reason when there has been a death of an employee.

### ***Legal, Procedural, Policy References:***

1. Effective date established by date of death unless worked on that day then it is last day worked, plus one;
2. DAS Benefits Administration will need an original copy of Death Certificate to release life insurance benefits.

### ***Attachments:***

Death Certificate. For the ePAR only, if Death Certificate is not readily available, other proof of death is acceptable (e.g. newspaper obituary).

### ***Additional Notes:***

If the Death Certificate was not available when the ePAR was submitted, send a copy of the Death Certificate to the DAS HRD Records Unit when it becomes available.

## **Termination/Removed (TER-REM)**

Use this action/reason for the removal of a permanent employee due to disciplinary reasons.

### ***Legal, Procedural, Policy References:***

1. The Appointing Authority is the ultimate decision maker on issuing discipline. In general the principles of progressive discipline should be followed. However, when making a determination on of the level of discipline, Appointing Authorities should consider any agency work rules and standards, agency discipline grids and any applicable ORC, OAC and CBA provisions. A decision on the appropriate level of discipline may also include discussion with Agency Human Resources, Labor Relations, and Legal Counsel;
2. For exempt employees, review the requirements for filing an order of reduction, fine, suspension or removal referenced in ORC 124.34 (B). Additional information regarding 124.34 orders, reference OAC 124-5.

### ***Attachments:***

1. Notification to employee;
2. For an exempt employee, a fully completed and filed SPBR Order (ADM 4055).

### ***Additional Notes:***

None.

## Termination/Probationary Removal (TER-PRB)

Use this action/reason for removal of a classified exempt or bargaining unit employee during the employee's initial probationary period.

### ***Legal, Procedural, Policy References:***

1. The effective date must be prior to the completion of the last day of the probationary period;
2. Probationary period and days/shift reference Arbitration Award #1357;
3. Removal can occur anytime during the probationary period. For more information, reference the following:
  - a. Exempt Employee - ORC 124.27 (B);
  - b. OCSEA/AFSCME - Section 6.01 (A);
  - c. SEIU/1199 - Section 9.01;
  - d. SCOPE/OEA - Section 19.02;
  - e. FOP - Section 31.03;
  - f. OSTA - Article 16;
4. The probationary period for part time employees who work a portion of each normal working day is calculated in the same manner as it is for full time employees (OAC 123:1-19-04 (A));
5. The probationary period for employees who work an irregular schedule or who work less than the normal number of working days per week, is determined on basis of hours actually worked (OAC 123:1-19-04 (A) (1) – (5));
6. The probationary period for exempt employees is 180 days unless otherwise stated in the ORC or the OAC (ORC 123:1-19-02 (A)). For bargaining unit employees, in general reference the following Articles as well as any agency specific contract language:
  - a. OCSEA/AFSCME - Article 6;
  - b. SEIU/1199 - Article 9;
  - c. SCOPE/OEA - Article 19;
  - d. FOP - Article 31;
  - e. OSTA - Article 16;
7. Time spent in an unpaid status shall not be counted as part of the probationary period. The probationary period for an exempt employee shall be extended for an equal number of days the employee spent in no pay status (OAC 123:1-19-02);
8. For bargaining unit employee, probationary periods may be extended if the employee had any absence of 14 consecutive days or longer, except for employees on vacation leave. The probationary period can be extended by the same number of

days as the absence. Probationary periods may also be extended by mutual agreement;

- a. OCSEA/AFSCME - Article 6;
- b. SEIU/1199 - Article 9;
- c. SCOPE/OEA - Article 19;
- d. FOP - Article 31;
- e. OSTA - Article 16.

***Attachments:***

Letter to employee, signed by Appointing Authority and dated on or before the effective date of the action.

***Additional Notes:***

None.

## **Termination/Layoff (TER-LOF)**

Use this action/reason to accomplish work force reductions pursuant to ORC 124.321 or in accordance with individual collective bargaining agreements. This action/reason includes layoffs for lack of funds or lack of work and job abolishment for reasons of economy, efficiency, or lack of work.

### ***Legal, Procedural, Policy References:***

1. Effective date is set by the Appointing Authority;
2. For procedural information related to a layoff and/or job abolishment, reference applicable section of the Layoff Procedure Manual. The [Layoff Procedure Manual](#) is located on the DAS Office of Collective Bargaining. For additional information, reference the following:
  - a. Exempt Employee - ORC 124.321 to 124.327 OAC Chapter 123:1-41;
  - b. OCSEA/AFSCME - Article 18;
  - c. SEIU/1199 - Article 29;
  - d. SCOPE/OEA - Article 18;
  - e. FOP - Article 35;
  - f. OSTA - Article 35.

### ***Attachments:***

1. Layoff Notice;
2. Completed and signed [ADM 4138](#);

### ***Additional Notes:***

Agency must submit recall/reemployment list.

## **Termination/Layoff at Return from Disability (TER/DLO)**

Use this action/reason to accomplish a work force reduction pursuant to ORC 124.321 or in accordance with individual collective bargaining agreements of an employee whose approved disability leave has ended.

### ***Legal, Procedural, Policy references:***

1. Employees receiving disability leave benefits under the provisions of OAC Chapter 123:1-33 at the time a layoff is effective shall be subject to layoff under the provisions of OAC Chapter 123:1-41. The employee shall continue to receive disability leave benefits until the period of disability is over and the employee would otherwise be able to return to work (123:1-41-21(C));
2. The effective date is the date of the disability approval has ended;
3. Recall rights are effective beginning on the effective date of the agency layoff.

### ***Attachments:***

1. Layoff Notice;
2. Completed and signed [ADM 4138](#);

### ***Additional Notes:***

Agency must submit recall/reemployment list.

## **Termination/Unclassified Removal (TER-UNR)**

Use this action/reason to remove an unclassified employee when the employee has no fall back rights. Generally used when the removal is based on cause.

### ***Legal, Procedural, Policy References:***

Unclassified Employees serve at the pleasure of the Appointing Authority and can be removed without cause (OAC 123:1-47-(01) (A) (82)).

### ***Attachments:***

Notification to employee.

### ***Additional Notes:***

None.

## **Termination/Unclassified Separation (TER-UCS)**

Use this action/reason to remove an unclassified appointment when the employee has no fall back rights and the removal is for non-disciplinary reasons (e.g., position is no longer needed).

### ***Legal, Procedural, Policy References:***

Unclassified Employees serve at the pleasure of the Appointing Authority and can be removed without cause (OAC 123:1-47-(01) (A) (82)).

### ***Attachments:***

Notification to employee.

### ***Additional Notes:***

None.

## **Termination/Other Separation (TER--SEP)**

Use this action/reason to terminate an employee for a reason not otherwise specified **OR** when an employee is in the following situations:

1. Termination with Pay/Termination with Pay and disability approval/payments have ended;
2. Termination with Pay/Disability Separated with Insurance and the employee is no longer eligible for insurance.

### ***Legal, Procedural, Policy References:***

When this action/reason is used for either of the Termination with Pay scenarios listed above, refer to the Disability Matrix to determine the correct effective date (Appendix O).

### ***Attachments:***

None Required.

### ***Additional Notes:***

None.

## **Termination/Cancel Appointment (TER-CAP)**

Use this action/reason to cancel the appointment of any employee who has been hired or rehired but fails to report to work or declines the appointment after the hire/rehire has been entered and approved in ePAR.

### ***Legal, Procedural, Policy References:***

1. The effective date must be the same date as the Appointment Date;
2. State in the comments section of the ePAR why the appointment is being canceled (e.g., failed to report to work, declined appointment).

### ***Attachments:***

None required.

### ***Additional Notes:***

Please notify your State Benefits and State Payroll Specialist regarding the cancelled appointment.

## Termination/Disability Separation No Insurance (TER-DBS)

Use this action/reason to separate an employee who is not eligible for disability benefits, disability benefits have been exhausted, or the agency is not required to pay health insurance for an employee with a Workers' Compensation claim.

### ***Legal, Procedural, Policy References:***

1. This is not a disciplinary action;
2. For more information on the procedural requirements for either a voluntary or involuntary disability separation, reference OAC 123:1-30;
3. For an involuntary separation: The effective date of separation, for purposes of reinstatement, shall be based on the date in which the employee was no longer performing in active work status due to the disabling illness, injury or condition. The total time of absence due to the disabling illness, injury or condition shall not exceed two years from the date of separation (or three years for SEIU/1199 employees) for purposes of reinstatement rights. If an employee attempts to return to work but fails to perform the essential job duties for six consecutive months, the employee's effective date of separation does not change except as provided in paragraph (F) of OAC 123:1-33-08;
4. For a voluntary separation: An employee that is granted a voluntary disability separation shall retain the right to be reinstated to his or her position for two years (or three years for SEIU/1199 employees) from the date that the employee is no longer in active work status due to a disabling illness, injury or condition;
5. The Agency must issue the employee an order pursuant to ORC 124.34 and OAC 123:1-30-01(D), if the separation is involuntary because the employee has the right to appeal the decision to the State Personnel Board of Review (ORC 124.03 (A) (1) , OAC 123:1-30-01 (F)). The order must include the end date for reinstatement rights;
6. At the time the employee is disability separated, the agency must notify the employee of the proper procedures to apply for reinstatement. It is very important that the agency inform the employee of the two year right to reinstatement starting from the date of the last day worked/compensated (or three year right to reinstatement for SEIU/1199 employees).

***Attachments:***

1. If involuntary, SPBR 124.34 Order;
2. If voluntary, copy of letter to employee authorizing voluntary disability separation;
3. The comments section of the ePAR should include the date through which the employee maintains reinstatement rights.

***Additional Notes:***

None.

## Termination with Pay/Disability Separation with Insurance (TER-DSI)

Use this action/reason for separating an employee who is eligible to receive employer paid healthcare benefits as a result of a disability claim or for a bargaining unit employee with a Workers' Compensation claim.

### ***Legal, Procedural, Policy References:***

1. This is not a disciplinary action. For more information on the procedural requirements for either a voluntary or involuntary disability separation, reference OAC 123:1-30;
2. Refer to Disability Matrix for additional information (Appendix O);
3. The disability separation is effective the first day the employee's leave has ended;
4. For an involuntary separation: The effective date of separation, for purposes of reinstatement, shall be based on the date in which the employee was no longer performing in active work status due to the disabling illness, injury or condition. The total time of absence due to the disabling illness, injury or condition shall not exceed two years from the date of separation (or three years for SEIU/1199 employees) for purposes of reinstatement rights. If an employee attempts to return to work but fails to perform the essential job duties for six consecutive months, the employee's effective date of separation does not change except as provided in paragraph (F) of OAC 123:1-33-08;
5. For a voluntary separation, an employee that is granted a voluntary disability separation shall retain the right to be reinstated to his or her position for two years (or three years for SEIU/1199 employees) from the date that the employee is no longer in active work status due to a disabling illness, injury or condition (OAC 123:1-30-02(D));
6. The Agency must issue to the employee an order pursuant to ORC 124.34 and OAC 123:1-33-(03) (B), if the separation is involuntary. Order must include the end date for reinstatement rights. An employee so separated shall have the right to appeal in writing to the State Personnel Board of Review (OAC 123:1-33 (02) (E));
7. At the time the employee is disability separated, the agency must notify the employee of the proper procedures to apply for reinstatement. It is very important that the agency inform the employee of the two year (or three years for SEIU/1199 employees) right to reinstatement starting from the date of the last day worked OAC 123:1-33 (02) (F).

***Attachments:***

1. If involuntary, SPBR 124.34 Order;
2. If voluntary, copy of letter to employee authorizing voluntary disability separation.

***Additional Notes:***

The comments section of the ePAR should include the date through which the employee maintains reinstatement rights and insurance end date. When the employee eligibility for insurance ends, a Termination/Other Separation must be initiated.

## **Termination/End Interim - BU (TER-IMS)**

Use this action/reason when ending a bargaining unit external interim appointment.

### ***Legal, Procedural, Policy References:***

1. This action/reason should be used to separate an external interim employee when the incumbent of the prime position has either returned from leave or has separated;
2. If the Appointing Authority deems it necessary to remove an employee from the interim position for just cause, use the action/reason Termination/Unclassified Removal.

### ***Attachments:***

Notification to employee.

### ***Additional Notes:***

None.

## **Termination/Resigned Not In Good Standing (TER-NGS)**

Use this action/reason to separate an employee who accepts a resignation in lieu of discipline or to settle grievances or appeals for offenses in cases where non-egregious offenses (e.g. absenteeism, tardiness, insubordination, failure to meet/maintain minimum qualifications, inefficiency, neglect of duty, etc.) have occurred.

### ***Legal, Procedural, Policy References:***

1. May be used in lieu of discipline for non-egregious offenses;
2. Refer to the State of Ohio Administrative Policy - Resignations, DAS HR-12.

### ***Attachments:***

Resignation letter from the employee or letter from the Appointing Authority accepting the employee's verbal resignation.

### ***Additional Notes:***

None.

## **Termination/Resigned Not Recommended for Rehire (TER-NRR)**

Use this action/reason for a resignation in lieu of discipline, or to settle grievances for appeals when an egregious offense of a criminal or quasi-criminal nature is known or suspected.

### ***Legal, Procedural, Policy References:***

1. For purposes of this action/reason “egregious” offenses are those which are criminal or quasi-criminal in nature and related to the workplace (e.g., client or inmate abuse, abuse of a child under employee’s care, illegal drug use on the job, sexual/racial harassment, assault on a fellow employee, etc.);
2. Refer to the State of Ohio Administrative Policy-Resignations Policy, HR-12.

### ***Attachments:***

Resignation letter from the employee or letter from the Appointing Authority.

### ***Additional Notes:***

None

## **Termination/End of Fix Term (TER-EFT)**

Use this action/reason to end fixed term appointments when the individual has **NOT** been reappointed. If the employee is being reappointed, refer to the action/reason Data Change/Fixed Term Ends.

### ***Legal, Procedural, Policy References:***

If the board member is appointed by the Governor, the Governor is the Appointing Authority.

### ***Attachments:***

None Required.

### ***Additional Notes:***

None.

## Termination with Pay/Termination with Pay (TWP/TWP)

Use this action/reason to disability separate an employee who is still receiving payment for disability.

### *Legal, Procedural, Policy references:*

1. This is not a disciplinary action;
2. For more information on the procedural requirements for either a voluntary or involuntary disability separation, reference OAC 123:1-30;
3. Refer to Disability Matrix for additional information (Appendix O);
4. For an involuntary separation: The effective date of separation, for purposes of reinstatement, shall be based on the date in which the employee was no longer performing in active work status due to the disabling illness, injury or condition. The total time of absence due to the disabling illness, injury or condition shall not exceed two years (or three years for SEIU/1199 employees) from the date of separation for purposes of reinstatement rights. If an employee attempts to return to work but fails to perform the essential job duties for six consecutive months, the employee's effective date of separation does not change except as provided in paragraph (F) of OAC 123:1-33-08;
5. For a voluntary separation: An employee that is granted a voluntary disability separation shall retain the right to be reinstated to his or her position for two years (or three years for SEIU/1199 employees) from the date that the employee is no longer in active work status due to a disabling illness, injury or condition (OAC 123:1-30-02(D));
6. The agency must issue to the employee an order pursuant to ORC 124.34 and OAC 123:1-33-03 B, if the separation is involuntary. Order must include reinstatement rights end date. An employee so separated shall have the right to appeal in writing to the State Personnel Board of Review (OAC 123:1-33 (02) (E));
7. At the time the employee is disability separated, the agency must notify the employee of the proper procedures to apply for reinstatement. It is very important that the agency inform the employee of the two year (or three years for SEIU/1199 employees) right to reinstatement starting from the date of the last day worked (OAC 123:1-33 (02) (F)).

***Attachments:***

1. If involuntary, SPBR 124.34 Order;
2. If voluntary, copy of letter to employee authorizing voluntary disability separation.

***Additional Notes:***

None.

## **Termination/End Temporary Appointment (TER/ETA)**

Use this action/reason to end an external temporary appointment.

### ***Legal, Procedural, Policy References:***

If the effective date of the termination is later than the end date indicated on the original PA, initiate an ePAR Data Change/Extend Temporary Appointment (DTA/ETP). The rules applicable to the length of the temporary appointment must be followed.

### ***Attachments:***

None required.

### ***Additional Notes:***

None.

## Appendix

### Appendix A: Action/Reason Matrix

The Action/Reason Matrix is found on the DAS website at:

<http://das.ohio.gov/LinkClick.aspx?fileticket=5KflmhHGjCc%3d&tabid=371>

The navigation is:

*das.ohio.gov > Divisions > Human Resources > HCM & Agency HR Support > Action/Reason Matrix*

## Appendix B: Intern Rates

Intern Rates are found on the DAS Website at:

[http://das.ohio.gov/LinkClick.aspx?fileticket=ed\\_RwS2Ermo%3d&tabid=66](http://das.ohio.gov/LinkClick.aspx?fileticket=ed_RwS2Ermo%3d&tabid=66)

The navigation is:

*das.ohio.gov > Divisions > Human Resources Division > Talent Management > Classification & Compensation > Letters & Memos: Intern Rate*

## Appendix C: Benefit Eligibility (DVG) for Rehires

The Benefit Eligibility (DVG) for Rehires document is located on myOhio.gov.

The navigation is:

*myOhio.gov > HCM Home > HCM Documents & Job Aids*



Adobe Acrobat  
Document

## Appendix D: Job Aids

Job Aids are located on myOhio.gov.

The navigation is:

*myOhio.gov > HCM Home > HCM Documents & Job Aids*

## Appendix E: Step Date Clarification - Demotions

### Unclassified appointment without step increases to classified appointment with step increases

Reference: 124.15 (E) When an employee in the unclassified service who is not eligible for step increases is appointed to a classification in the classified service under which step increases are provided, future step increases shall be based on the date on which the employee last received a pay increase. If the employee has not received an increase during the previous year, the date of the appointment to the classified service shall be used to determine the employee's annual step advancement eligibility date.

HCM Configuration: The step entry date changes to the effective date of the action/reason.

Agency HR: Review and identify the last pay increase received by the unclassified employee. If the last pay increase occurred in the past year, the employee will be eligible for a step increase one year from the date of the pay increase. If the employee has not received a pay increase in the last year, the effective date of appointment to the classified service will be the annual step advancement eligibility date. If the step entry date needs to be corrected in HCM, contact your State Services Analyst.

Agency HR Support: Review the agency's request for step entry date change for accuracy and update step entry date.

### Voluntary or Probationary Demotions

Reference: 124.15 (G) (1) Step advancement shall not be affected by demotion.

HCM Configuration: The step entry date changes to the effective date of the action/reason.

Agency HR:

- Probationary Demotions – Determine the step entry date prior to the promotion. This date will be the annual step advancement eligibility date. If the step entry date needs to be corrected in HCM, contact your State Services Analyst.
- Voluntary Demotions – Determine the most recent step entry date. This date will be the annual step advancement eligibility date. If the step entry date needs to be corrected in HCM, contact your State Services Analyst.

Agency HR Support: Review the agency's request for step entry date change for accuracy and update step entry date.

## Appendix F: Civil Service Status Change Checklist

Ohio Department of Administrative Services  
John R. Kasich, Governor  
Robert Blair, Director

# Memorandum



### Civil Service Status Change Checklist

#### **Process of Changing the Civil Service Status from Classified to Unclassified or Unclassified to Classified.**

*This form must be submitted with the following information to [DASHRD.HRPolicy@das.ohio.gov](mailto:DASHRD.HRPolicy@das.ohio.gov) at the same time the ePAR is submitted. Agencies that have not transitioned to the ePAR system must submit the following information to DAS HRD at [DASHRD.HRPolicy@das.ohio.gov](mailto:DASHRD.HRPolicy@das.ohio.gov) (preferred method) or DAS HRD/OCB Policy, 100 E. Broad Street, 14<sup>th</sup> Floor, Columbus, Ohio 43215 prior to submitting a personnel action.*

#### ***Please submit the following documents:***

- Request/Justification letter which includes a summary of job duties that have changed and any relevant Ohio Revised Code sections.
- Old Position Description – Signed & Dated
- New Position Description – Signed & Dated
- Old Table of Organization
- New Table of Organization
- List of employees in your agency in the same classification and their civil service status, noting any changes in civil service status in the past 4 years.

#### **DAS USE ONLY**

***Notes:***

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If you have any questions regarding the process, please contact DAS HRD/OCB Policy at (614) 752-5393.

*Service, Support, Solutions for Ohio Government*

Appendix G: Brandt Decision

IN THE COURT OF APPEALS OF OHIO  
TENTH APPELLATE DISTRICT

RECEIVED  
Attorney General's Office  
FEB 10 1997  
EMPLOYMENT LAW SECTION

Bernard L. Brant,	:	
Plaintiff-Appellant,	:	
v.	:	No. 96API05-701
Ohio Department of Administrative Services,	:	(REGULAR CALENDAR)
Defendant-Appellee.	:	
State ex rel. Bernard L. Brant,	:	
Relator,	:	
v.	:	No. 96APD06-775
Ohio Department of Administrative Services et al.,	:	(REGULAR CALENDAR)
Respondents.	:	

O P I N I O N

Rendered on February 5, 1997

*Blaugrund, Sweeney, Gabel, Herbert & Mesirov, and Marc E. Myers, for appellant/relator.*

*Betty D. Montgomery, Attorney General, and Susan M. Sullivan, for appellee.*

*Betty D. Montgomery, Attorney General, and Noelle T. Tsevdas, for respondents.*

APPEAL from the Ohio Court of Claims  
IN MANDAMUS

Nos. 96API05-701 and 96APD06-775

2

BOWMAN, J.

Bernard L. Brant, appellant/relator, and Nelson S. Washington and Dwight E. Garner, were employed by the Ohio Bureau of Employment Services ("OBES") in the classification of Administrative Officer 2 until March 5, 1993, at which time they were laid off as a result of their positions being abolished. Pursuant to R.C. 124.327 and Ohio Adm.Code 123:1-41-17, Brant, Washington and Garner were placed on a layoff list<sup>1</sup> which was created and maintained by appellee and respondent, the Ohio Department of Administrative Services ("DAS"), for filling Administrative Officer 2 positions. All three men had the right to be placed on the list effective March 6, 1993.

On March 2, 1993, respondent, the Ohio Bureau of Workers' Compensation ("BWC") notified DAS that it intended to hire three people in the position of Administrative Officer 2 and it requested a certified eligible list or recall list. On March 3, 1993, DAS notified BWC that there was no certified eligible list, or recall list, for the Administrative Officer 2 classification and, as a result, DAS gave BWC provisional authorization to fill the three Administrative Officer 2 positions. BWC was given fifteen days to fill the three positions with provisionally hired employees.

On March 8, 1993, DAS approved the appointment of Lisa C. White to one Administrative Officer 2 position. On March 10, 1993, DAS approved the

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<sup>1</sup>Layoff lists are also referred to as recall lists. Ohio Adm.Code 123:1-41-16, 123:1-41-17 and 123:1-41-18.

Nos. 96AP105-701 and 96AP006-775

3

appointment of Lisa A. Brigeman and Joyce A. Rodgers to the other two Administrative Officer 2 positions. The appointments were to be effective March 22, 1993.

On March 8, 1993, BWC notified DAS that it intended to fill a fourth Administrative Officer 2 position<sup>2</sup> and requested a certified eligible list. On March 16, 1993, DAS certified Washington's name to BWC as being first on a recall list for an Administrative Officer 2 position. Washington was hired by BWC as an Administrative Officer 2 effective May 16, 1993.

Pursuant to R.C. 124.56, Brant filed a request with the State Personnel Board of Review ("Board") asking that it investigate the alleged denial of his recall rights since Brant felt his name should have been submitted to BWC to fill one of the Administrative Officer 2 positions. On June 3, 1994, an Administrative Law Judge ("ALJ") for the Board recommended termination of the investigation because it did not appear that DAS abused its discretion or authority. Brant filed objections to the ALJ's report; however, on July 15, 1994, the Board adopted the ALJ's recommendation.

Brant then filed a complaint in the Court of Claims asserting that DAS breached the duty it owed him and that he was damaged by DAS's negligence. Because Brant was re-hired into an Administrative Officer 2 position on March 21, 1994, by the Ohio Department of Human Services ("DHS"), he sought monetary damages in the amount of pay he lost from March 22, 1993, the time that BWC hired other people into the Administrative Officer 2 positions, until he was hired by

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<sup>2</sup>BWC actually submitted a request for two more positions; however, it was later determined that only one additional employee was needed since the other position had been submitted in the initial request for three positions.

Nos. 96API05-701 and 96APD06-775

4

DHS, less the amount of unemployment compensation he received during that time. DAS answered the complaint and filed a motion for summary judgment asserting that the Court of Claims lacked subject matter jurisdiction over Brant's cause of action. Brant filed a memorandum in opposition to the motion to which DAS responded. On April 30, 1996, the Court of Claims granted DAS's motion and dismissed Brant's complaint. Brant appealed this decision in Case No. 96API05-701 and asserts the following assignment of error:

"THE COURT OF CLAIMS OF OHIO ERRED WHEN IT FOUND THAT IT LACKED SUBJECT MATTER JURISDICTION OVER APPELLANT BRANT'S CAUSE OF ACTION BROUGHT IN THAT COURT \*\*\*."

While the appeal was pending, Brant filed an original action in mandamus in this court against DAS, BWC and their respective directors ("respondents"), which is case No. 96APD06-775. Brant alleges that respondents had a clear legal duty to hire him from the recall list and that he had a clear legal right to one of the three Administrative Officer 2 positions filled by BWC. On August 13, 1996, a stipulation of facts and evidence was filed by the parties. On June 19, 1996, Brant filed a motion to consolidate the two cases, which this court granted.

This court will address Brant's assignment of error in case No. 96API05-701 first. Brant asserts that the Court of Claims erred when it found that it lacked subject matter jurisdiction over his appeal from the Board.

In *State ex rel. Carver v. Hull* (1994), 70 Ohio St.3d 570, 577, the court determined that mandamus is an appropriate remedy for a civil service employee to enforce his recall rights since there is no adequate remedy at law.

The Court of Claims does not have original jurisdiction to issue a writ of mandamus. *Krug v. Ohio Dept. of Natural Resources* (1995), 100 Ohio App.3d 444. Therefore, the Court of Claims was correct in determining it lacked subject matter jurisdiction and appellant's assignment of error is overruled.

In order for a writ of mandamus to issue, Brant must show that: (1) he has a clear legal right to the relief prayed for; (2) there is a clear legal duty upon respondents to perform the act requested; and (3) he has no plain and adequate remedy at law. *State ex rel. Berger v. McMonagle* (1983), 6 Ohio St.3d 28, certiorari denied, 464 U.S. 1017. Thus, the question becomes whether or not respondents had a duty to perform the act Brant requested and whether or not Brant has a clear legal right to the relief prayed for. We have already determined that Brant had no adequate remedy at law. *Carver*.

The parties stipulated that Brant, Washington and Garner had the legal right to be placed on the recall list effective March 6, 1993. Brant asserts that, since he had a legal right to be on the recall list on March 6, 1993, DAS could not approve any provisional appointments to Administrative Officer 2 positions after March 6, 1993 without first ensuring that those on the recall list, including himself, were offered the positions. Brant also asserts that BWC had a legal duty to hire from the recall list before offering an Administrative Officer 2 position to anyone else. While Brant concedes that a recall list did not exist on March 2, 1993 when BWC requested it, Brant asserts that, because the list existed prior to the Director of DAS approval of the provisional nominees

Nos. 96API05-701 and 96APD06-775

6

on March 8 and 10, 1993, the Director had a duty to exhaust the names on the recall list before giving final approval to any provisional nominees.

R.C. 124.321(D) provides that, if an employee loses his position due to a job abolishment, the employee has the right to fill an available vacancy within his classification. The employee retains reinstatement rights in the agency from which he was laid off, and with other agencies within the lay-off jurisdiction, for one year from the date of his layoff. R.C. 124.327. R.C. 124.327(B) provides that, during this one-year period, the appointing authority "shall not hire or promote anyone into that classification until all laid-off persons [sic] on a layoff list for that classification are reinstated or decline the position when it is offered."

R.C. 124.30 provides in part:

"(A) Whenever there are urgent reasons for filling a vacancy in any position in the classified service and the director of administrative services is unable to certify to the appointing authority, \*\*\* a list of persons eligible for appointment \*\*\*, the appointing authority may nominate a person to the director for noncompetitive examination, and if such nominee is certified by the director as qualified \*\*\*, the nominee may be appointed provisionally to fill such vacancy \*\*\*; but such provisional appointment shall continue in force only until a regular appointment can be made from eligible lists prepared by the director \*\*\*." (Emphasis added.)

In addition, Ohio Adm.Code 123:1-21-02 provides:

"Selection of persons to be appointed on a provisional basis in the absence of a complete eligible list shall be made by the appointing authority, subject to approval by the Director. \*\*\*. Provisional appointments shall be limited in time \*\*\*." (Emphasis added.)

Nos. 96API05-701 and 96APD06-775

7

The foregoing demonstrates that, while an appointing authority may nominate an individual to be appointed provisionally, the appointment is not effective until the Director of DAS approves the nominee as qualified. Until the Director gives his approval by signing the appropriate form, the person is not an employee and the position remains vacant.

In this case, the Director of DAS approved three provisional hires to Administrative Officer 2 positions on March 8 and 10, 1993, after the Administrative Officer 2 recall list came into existence on March 6, 1993. Such approval by the Director was in violation of R.C. 124.30(A) and 124.327(B). Since there were Administrative Officer 2 vacancies and a recall list for that position existed prior to the time DAS approved the appointments to BWC on March 8 and 10, Brant had a legal right to have his name certified to BWC for appointment to one of the vacant Administrative Officer 2 positions. In addition, the Director of DAS had a clear legal duty to provide BWC with the eligible list once it became available and the positions remained unfilled.

According to respondents, the Director checked for a list twice prior to approving the provisional employees. Respondents assert that not only is it not practical, but also there is no duty for the Director of DAS to search for recall lists prior to hiring provisional employees. We disagree. R.C. 124.30 places on the Director of DAS, not BWC, the authority and responsibility to appoint employees to various classified positions. Only after a potential employee's qualification is certified by the Director of DAS may a nominee be appointed to a vacancy. R.C. 124.321(D) and 124.327(B) provide appointments must

Nos. 96AP105-701 and 96APD06-775

8

be made from a recall list, if such a list exists. Despite tentative approval given by DAS on March 3, 1993, to hire three people because no certified eligible list or recall list existed, none of these individuals were approved for hiring until approval by the Director of DAS on March 8 and 10, 1993, at which time a recall list, including Brant's name, did exist. Even assuming we would agree with DAS, that it may not be practical for DAS to check for a recall list more than once, the law is not required to give way to administrative convenience. If DAS is able to check for recall lists only once, that check should be made before a final approval of a nominee by the director. In this instance, the check of the recall list should have been made March 8 and 10.

Respondents also assert that the fifteen-day provision of former Ohio Adm.Code 123:1-17-12 enables them to approve nominations for provisional appointments so long as the appointments have been made by the appointing authority within fifteen days after DAS gave provisional authorization. Former Ohio Adm.Code 123:1-17-12 provides:

"Within fifteen days from the date of issue of any certification, the appointing authority shall make selection to fill the vacancies for which the requisition was made. Upon request of the appointing authority giving adequate and detailed reasons why selection to fill the vacancies for which the requisition was made cannot be completed within fifteen days, the Director may grant a reasonable extension."

We find that Ohio Adm.Code 123:1-17-12 is inapplicable here, as it imposes a fifteen-day time limit on the appointing authority to make a selection from a list certified by DAS. It does not affect the action to be taken by DAS.

Even assuming *arguendo* Ohio Adm.Code 123:1-17-12 does apply to the facts of this case, this court finds that Ohio Adm.Code 123:1-17-12 does not grant the Director discretion to ignore any potential recall lists that come into existence between the time the Director grants the appointing authority permission to hire a provisional employee and the time the Director actually approves the hiring of the provisional employee. There is nothing in the law that exempts the Director from determining whether a list of employees to be rehired is available prior to approving provisional employees. Thus, the Director had a clear legal duty to certify Brant's name to BWC as he requested.

In addition, this court finds that laches is not a defense in the instant case. Laches occurs when an inexcusable and unreasonable delay in asserting a known right causes material prejudice. *State ex rel. Carter v. N. Olmsted* (1994), 69 Ohio St.3d 315. Brant has rigorously pursued his rights in this matter and there has been no inexcusable or unreasonable delay. In addition, respondents have not been materially prejudiced.

A writ of mandamus is an appropriate vehicle to compel a public officer to perform the duties imposed upon him by law, even when those duties may involve the use of discretion. *State ex rel. Scott v. Masterson* (1962), 173 Ohio St. 402. This court finds that Brant has demonstrated that he is entitled to a writ of mandamus since Brant had a clear legal right to have his name certified to the BWC, the Director of DAS had a clear legal duty to give the Administrative Officer 2 recall list to BWC, and Brant has no plain and adequate remedy at law. Therefore, this court orders that a writ of mandamus issue ordering respondents

Nos. 96API05-701 and 96APD06-775

10

to pay Brant back pay from March 22, 1993 through March 20, 1994, including any step increases and pay raises, minus any unemployment compensation benefits he received during that period and to amend the records of the state of Ohio to show that Brant was appointed to an Administrative Officer 2 position effective March 2, 1993.

*Judgment affirmed and  
writ of mandamus granted.*

TYACK, P.J., and LAZARUS, J., concur.

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## Appendix H: Advanced Step Policy and Memo



Department of Administrative Services

Directive No. HR-D-03  
Effective Date: 12/9/2011

TO: All Appointing Authorities and Personnel Officers  
FROM: Robert Blair, Director, Department of Administrative Services  
RE: Advanced Step Appointments

A handwritten signature in black ink, appearing to read "RBL", is written over the "FROM:" line of the memo.

### PURPOSE

To establish uniform procedures and guidelines for requesting advanced step appointments.

### GENERAL

Section 124.15(E) of the Ohio Revised Code permits new employees to be hired at an advance step rate at the discretion of the director of the Department of Administrative Services. Promoted employees or employees who are transferred between agencies can also be placed at an advanced step within the range. Such hirings and placements may be made under two conditions:

1. The employee has qualifications that are beyond the minimum qualifications required for the position and such qualifications are determined to be exceptional by the director of Administrative Services, or
2. There is a serious labor market shortage in the classification being filled which makes it extremely difficult to recruit employees at the minimum rate for the classification.

It is the policy of the state of Ohio to permit advanced step appointments pursuant to section 124.15(E) of the Revised Code in a fair and consistent manner.

### PROCEDURE

A. All requests for advanced step appointments should include:

1. A letter from the appointing authority specifying the following:
  - a. The name of the person to be hired;
  - b. The PN and classification;
  - c. The step of the pay range requested;
  - d. A summary of the applicant's prior experience with specific reference to any prior state service.

2. A brief explanation of the reason for the request, including either:
  - a. If the request is based on the exceptional qualifications of the applicant:
    - i. the number of qualified applicants who applied and the number of applicants interviewed;
    - ii. a description of the applicant's qualifications for the classification under direct consideration. Such rationale should support the conclusion that those job-related qualifications are exceptional (e.g., above the minimum qualifications listed on the state specification);
  - OR
  - b. If the request is based on recruitment difficulties:
    - i. whether the scope of request is state wide, regional, etc.;
    - ii. the number of qualified applicants who applied, the number of applicants interviewed, and the number of qualified applicants who declined the position due to salary;
    - iii. copies of ads placed by the agency in newspapers or professional journals and any responses from these advertisements;
    - iv. the impact to other positions in the same classification series;
3. Copies of the applicant's resume, state job application, applicable position description and EHOc, if any.

**B. Standards of Review**

1. Work-related experience may be substituted for core program course work in those positions where no degree is required.
2. Two years of work-related experience may be considered equal to the core program course work of an undergraduate degree. An advanced degree or work-related experience in excess of the minimum degree core program requirements may qualify as a higher salary or wage appointment as follows:
  - i. Where a bachelor's degree core program is required a master's degree or three years directly related work experience may be considered to qualify the candidate for a step 2 advanced appointment.
  - ii. Where a master's degree core program is required a doctorate degree or four years directly related work experience may qualify the candidate for a step 2 advanced appointment.
  - iii. Work experience directly related to the minimum degree core program requirements may be considered to qualify a candidate for an advance step at a rate of one step for each year of experience.



Department of Administrative Services

**MEMORANDUM**

TO: Directors of All Agencies and Boards and Commissions  
FROM: Robert Blair, Director, Department of Administrative Services  
DATE: December 9, 2011  
RE: Advanced Step Appointments

The purpose of this memorandum is to ensure statewide fairness and consistency in advanced step appointments. Pursuant to Ohio Revised Code section 124.15(E), employees shall be employed at the minimum rate established for the pay range (i.e., Step 1) unless otherwise provided. Section 124.15(E) goes on to state that employees can be hired at an advanced step rate at the discretion of the Department of Administrative Services. Per the Ohio Revised Code, agencies must receive prior approval from the Department of Administrative Services prior to hiring or placing an employee in an advanced step rate.

DAS Directive HR-D-03 provides additional guidance on advanced step appointments. Per this directive and consistent with the Ohio Revised Code, there are two conditions whereby an agency can hire or place employees at advanced steps: 1) exceptional qualifications and 2) recruitment difficulties. The directive also outlines the procedure for submitting requests for advanced step appointments to the Department of Administrative Services. Please note the directive has been revised to require that the agency submit the number of qualified applicants who applied for the position as well as the number of applicants interviewed for all advanced step appointment requests.

Effective December 9, 2011, **all advanced step appointments must be approved by both the Director of the Department of Administrative Services and the Office of the Governor,<sup>1</sup> including decentralized agencies.** Please submit all advanced step requests to DAS and copy to the Governor's Office via the Personnel Action Approval Request (PAAR) system. DAS and the Governor's Office will review in tandem and the Governor's Office will give a final approval or disapproval. Requests for advanced step appointments may be position-specific or, if there are pervasive recruitment issues, the request may be classification-specific.

Once the advanced step appointment request is received by the Department of Administrative Services, the Office of Workforce Administration will conduct an independent labor market comparison of the classification to determine if the minimum rate established for the pay range is commensurate with the labor market. The Department of Administrative Services and the Office of the Governor will evaluate the documentation submitted by the agency along with the DAS labor market comparison to determine if the advanced step appointment request will be approved. This analysis will be done for advanced step appointments requested due to exceptional qualifications and recruitment difficulties.

<sup>1</sup> Pursuant to an agreement with SEIU/1199, the following classifications do not need DAS and Governor's Office approval for advanced step appointments: Correctional Nurse Practitioner (65651), Nurse Practitioner (65652), Correctional Advanced Practice Nurse-Psychiatric-Mental Health (65653), Advanced Practice Nurse-Psychiatric-Mental Health (65654), and Physician Assistant (65321).

All appointing authorities are responsible for implementing the requirements of this memorandum and ensuring all advanced step appointments are being approved by both the Department of Administrative Services and the Office of the Governor. If you have any additional questions, please contact the Department of Administrative Services, HRD Office of Policy Development at (614) 752-5393 or [DAS.HRPolicy@das.state.oh.us](mailto:DAS.HRPolicy@das.state.oh.us).

c: HR Administrators of All Departments, Institutions, Boards and Commissions

## Appendix I: Personnel Actions Coming Soon

The following action/reasons will be added to the personnel action manual soon. Be sure to check our website for the most up to date version of the PA manual.

Hire - Temporary Extended Leave	Data Change - Position Number Change
Hire - Temporary External 120 Days and Under	Data Change - Probationary Extension
Hire - Established Term	Data Change - Salary Continuation
Rehire - Rescind Separation	Data Change - Step Denied
Rehire - Rehire-Retire/Advanced Step	Data Change - Step Reduction
Data Change - Paid Administrative Leave	Data Change - Step X
Data Change - Cancel Promotion	Data Change - Stop Wage Progression Flag Update
Data Change - Correction - Appointment Date	Data Change - Temp Internal Extended Leave
Data Change - Correction – Appointment Type	Data Change - Temporary FLSA Status Change
Data Change - Correction – Civil Service Status	Data Change - Temporary FLSA Status Return
Data Change - Correction – SSN	Unclassified Revocation - Fall Back Rights
Data Change - Correction – Step	Payroll Leave Action - Non paid Administrative Leave
Data Change - Correction – Step and Step Date	Payroll Leave Action - Adoption Childbirth Leave
Data Change - Correction – Step Date	Payroll Leave Action - Workers Comp Pay
Data Change - Empl Class Change	Payroll Leave Action - BU – Workers Comp
Data Change - Extend Temporary Position	Pending
Data Change - Fixed Term Ends	Payroll Leave Action - Disability Pay
Data Change - Fixed Term Reappointed	Payroll Leave Action - FMLA
Data Change - Grievance Adjustment	Payroll Leave Action - Occupation Injury Leave
Data Change - Grievance Term Adjustment	Payroll Leave Action - Pending Disability Pay
Data Change - Layoff Pending Return From Disability	Leave of Absence - Exempt Workers Comp
	Leave of Absence - Leave – Established Term
	Leave of Absence - Leave Seasonal
	Reinstate from Suspension - Recall from Suspension
	Transfer - Transfer Between
	Transfer - Transfer Within

## Appendix J: Direct Pay Instructions



### BENEFITS DEDUCTIONS – DIRECT PAY FORM INSTRUCTIONS

Direct pay for benefits coverage may be made by the following:

- a Board or Commission member in order to be eligible for these benefits; or
- a State employee who is on approved, extended leave for more than one (1) pay period

**Purpose** – This form is to be used by the agency for any Board/Commission member who elects health care coverage but will not have a payroll deduction withheld to cover the total amount due. It is also to be used for any employee on approved, extended leave that lasts more than one pay period where earnings are less than the health care deduction.

**Federal Military Duty** – Per Ohio Revised Code Section 5923.051, while an employee is on Federal military duty (ONLY), his/her employer share of health insurance shall be paid by the agency for which he/she is employed. The employee is responsible for his/her share but may choose to place his/her share of the health insurance in "arrears" in OAKS, up to \$1500, which will then be deducted from his/her first paycheck upon return from federal military duty. The employee's Job Data "Action" must reflect a Payroll Leave Action (PLA) in order to continue payment of the state's share.

**FMLA-related Leave** – Employees who are on an approved FMLA-related leave are responsible for their share of the health insurance deductions. The agency will continue to pay the employer's share of the deductions.

**Non-FMLA-related Leave** – Employees on non-FMLA leave are responsible for both the employee and employer share of the health insurance deductions; e.g., exempt employees who are on Worker's Comp leave.

**Payments** – Agencies are required to instruct the employee, both verbally and in writing, of the due date for payments and to whom payment(s) should be made prior to the employee going on leave. Payments to continue health care coverage (medical, dental and/or vision) are due on the 10th of the month for that month's coverage (e.g., October 10 for October coverage). Coverage will be terminated for non-payment if not received by DAS HRD Pay Fiscal by the 20th of the month, unless the employee is on FMLA-related leave. Employees on FMLA-related leave will be given a thirty-day grace period from the premium due date premium and at least 15 days' notice that coverage will be canceled. When there are three pay periods in the month, payment for all three pay periods is required using the same deadlines.

**Completing the Form:** All required sections of the form should be completed by the agency as follows:

**Employee:** Fill in the employee's State of Ohio user id, name, department ID, and agency name.

**Period & Amount:**

PPE Date: Fill in the pay period end date or month for which the deduction is owed.

Plan Code: Select the appropriate plan code from the drop-down list.

Employee (Ee) Deduction: Fill in the amount owed by the employee.

Employer (Er) Deduction: Fill in the amount of the employer share owed by the employee.

**Reason:** Check the reason for the deduction to be paid by the individual rather than a payroll deduction. If the reason is not listed, check "Other" and describe the type of leave in the space provided.

**Signature:** Sign and date the form. Indicate your phone number, so you can be contacted if necessary.

**Send form/payment to DAS HRD Pay Fiscal:** After making a copy for the agency's records, all forms for direct pay payments should be sent directly to:

**DAS HRD Pay Fiscal**  
Rhodes Tower, 28th floor  
Columbus, OH 43215

Once received, the payment will be directed to DAS HRD Pay Fiscal while a copy of the form will be directed to HCM Benefits to reconcile against the type of leave and the amount due.

For questions regarding completion of this form or about health care deductions in general, please contact an HCM Benefits Management representative.

## Appendix K: Statewide IT Project Employee Agreement

OHIO CIVIL SERVICE EMPLOYEES ASSOCIATION, AFSCME, LOCAL 11, AFL-CIO,  
And  
THE STATE OF OHIO

In accordance with Articles 7.09 and 8.05 of the 2012-15 Contract, the parties agree to use the Project Employee (PE) appointment type for the purpose of providing a temporary, supplemental workforce to address temporary or collateral Information Technology (IT) staffing needs at agencies due to the attrition of needed IT staff prior to the transition to the central IT organization as outlined in the state's IT Transformation Plan.

All PE's hired under this agreement will terminate employment within 30 days of the adoption of assigned duties by the central IT organization or no later than February 28, 2015. This deadline can be extended only by mutual agreement.

PE appointments for this purpose shall be subject to the following:

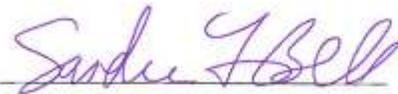
1. The PE is a limited term unclassified appointment that will be utilized until such time, no later than February 28, 2015, as the agency is a customer of the central IT organization. PE appointments may be full-time or part-time based on the temporary staffing needs at each employing agency.
2. The parties agree that the use of PE's does not replace the need for permanent, promotional opportunities. Additionally, the Employing Agency agrees to use temporary working levels (TWL) and/or internal interim appointments to assign duties to current qualified full time, permanent staff prior to consideration of a project employee opportunity. The use of a TWL to address temporary Information Technology (IT) staffing needs shall not create additional staffing needs within the employing agency. When it is anticipated that the use of current staff to address temporary Information Technology (IT) staffing needs will create collateral staffing needs that are unable to be absorbed among similarly classified employees, the employing agency shall utilize internal interim appointments. The collateral staffing need created by the use of current staff shall be addressed through the appointment of a single project employee. The parties will work together to extend timelines for TWL assignments pursuant to the collective bargaining agreement.
3. Hours for a PE will be flexible to fit the needs of the employing agency, e.g., hours will be offered at the discretion of the employer and may vary dependent upon the workload or specific task assigned. Overtime for PE's will be offered in accordance with Sections 7.06 and 13.07 of the CBA. PE's shall be eligible for stand-by or call-back pay when applicable to their assigned duties.
4. The duration of a PE's employment (up to 30 days after the adoption of assigned duties by central IT organization or no later than February 28, 2015) shall be determined by the employing agency, with the approval of the Office of Information Technology (OIT), and shall be based on the projected timeframe for the agency becoming a customer of the central IT organization.

Extensions to the original duration may be requested by the employing agency, and approved by OIT and OCSEA.

5. The classification of the PE will correspond with the assigned work and the appropriate classification, using the state classification plan and pay range. The employing agency will determine the appropriate classification, subject to the approval of OIT. The probationary period for a PE will correspond to the classification being utilized. The PE will show on the employing agency's table of organization as a PE and a temporary position. PE's shall begin at step 1 of the selected classification's pay range.
6. A PE's employment may be terminated at will without recourse and such termination is considered for just cause. This action will not be considered a layoff and PE's will have no bumping rights.
7. PE's are covered by the OCSEA Collective Bargaining Agreement and shall pay union dues. PE's will be entitled to union representation, pay increases, and the following contractual benefits based on their full-time or part-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. PE's will pay into the Ohio Public Employees Retirement System. PE's are not eligible for any other benefit unless required by federal and/or state law.
8. PE's will not have an inherent right to fill permanent bargaining unit positions. PE's will not earn seniority credits during their tenure; however, if the PE completes the term of his or her appointment, and is selected and fills a permanent position during the term of the PE appointment, or within 60 days of the termination of the PE appointment, the PE shall receive seniority credits for time worked as a PE.
9. 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.
10. The Employer will include information regarding these PE's in the reports sent to the Union per Article 3.08. The parties shall meet and agree on the information that will be included in the file for PE's prior to the use of such PE's.

 8/5/13

Stuart R. Davis  
DAS/State Chief Information Officer



Sandra Bell  
General Counsel, OCSEA

 8/5/13

Katrina B. Flory  
DAS/OIT

 8/5/13

Kelly Phillips  
Field Services, OCSEA  
8.05 IT Committee Labor Co-Chair

 8/5/13

Michael J. D'Arcy  
DAS/OCB, 8.05 IT Committee Management Co-Chair

## Appendix L: OCB Settlement Writing Checklist

### Settlement Writing Checklist

#### General

- Wherever possible, agencies should resolve grievances through settlement agreements rather than “granting a grievance”
  - Prevents confusion and further appeal of grievance on basis that the Employer did not grant the entire remedy sought by grievant
- All appropriate signatures must be obtained prior to sending the settlement to OCB for signature
- Agency must post money to the proper account prior to processing any settlement
- Where a settlement is unclear, a letter of intent must be signed by both union and agency representatives before the settlement will be processed
- Absent clarification, the default listed below will be applied

#### Signature Authority

- Refer to OCB Settlement Signature Clarification Letter 12-09-06
- OCB signature **not** required for grievance if:
  - Settled prior to an Arbitration/Mediation or Step 4 Request (OCSEA) or Step 2 Request (SEIU)
- OCB signature **is** required for grievance if:
  - Removals (OCSEA & 1199)
  - Precedent setting settlements/MOUs/Letter of Agreement
  - Unfair Labor Practices
  - Working Out of Class
  - Reclassifications

#### Resignation in Lieu of Terminations

- Refer to DAS Directive number HR-D-12 (formerly 08-12)
  - Code **TER NGS** Resigned - Not in good standing
    - Egregious, criminal or quasi-criminal, abuse or theft
  - Code **TER NRR** Resigned - Not recommended for rehire
    - Absenteeism or performance
    - Will appear to outside employers as a resignation
    - Indication to state agencies to do further check
- Obtain a signed resignation or state “Grievant’s signature on this settlement constitutes resignation”
- Specify effective date (e.g., date of termination)
  - **Sample:** The Employer agrees to allow the grievant to resign his position at the agency effective December 7, 1993. The Grievant's resignation is attached hereto and made a part of this settlement. The resignation will be coded TER NGS: Resigned - not in good standing."

- **Default:** Neutral resignation if not specified on agreement and/or personnel action. DAS will contact agency for clarification if Personnel Action (PA) coding and settlement are inconsistent.

### Working Out of Class

- Must specify back pay and cease and desist
  - **Default:** Employee stays in current class.
  - **Sample Language:** Management will cease and desist.
    - Should there be any retroactive pay, parties should specify the number of days and that the grievant should be paid a lump sum of the difference between the two classifications
      - **Sample Language:** Grievant will receive a lump sum in the amount of the difference between the two classifications for hours worked from December 12, 2012 through June 13, 2013.

### Reclassifications -Known as a “Reassignment” –

Movement of employee from one classification to another

- Use sample reclassification form found on OCB website.
- Agreement must be signed by all parties including OCB and Union headquarters to be processed.
  - **Sample Language:** [Employee’s Name] will be reclassified from [Current Class Title (Current Class Number)], [Current Pay Range ##], [Current Step #], at [Current \$XX.XX/hr], to [Proposed Class Title (Proposed Class Number)], [Proposed Pay Range ##], [Proposed Step #], at [Proposed \$XX.XX/hr]. This reclassification will be effective the beginning of the pay period following the date the Office of Collective Bargaining designee signs this Agreement. This action does not constitute the creation or filling of a vacancy in accordance with Article 17.
    - Should there be any retroactive pay, parties should specify the number of days and that the grievant should be paid a **lump sum** of the difference between the two classifications
      - **Sample Language:** Grievant will receive a lump sum in the amount of the difference between the two classifications for hours worked from four days prior to filing the grievance until the effective date of the reclassification.

### Promotion grievance

- **Sample:** The position XXX shall be awarded to the grievant. The grievant shall be placed in pay range XX, step XX, effective (Date). Grievant will not serve any probationary period.
- **Default:** Approximately 3.5% increase (or amount stated in respective bargaining contract) effective the pay period after OCB signature with a probationary period (unless otherwise noted).

### Fine Calculations

- Refer to OCB Clarification Letter
- Use the dollar amount on the Fine Calculation Worksheet (DAS, Human Resources, Downloadable Forms)
- Specify “reimbursement of “x” day(s) of net pay” and divide the fine amount by the appropriate number of days to determine figure

### Lump Sum Payments

- Should be used sparingly, only when employee is not returning to work place
- Not processed through the payroll system - must be approved through OBM or fiscal as a vendor payment
  - Funding source must be identified prior to processing
  - Not considered to be wages or in lieu of salary (if you give a time period=WAGES)
  - Lump-sum awards that do not fully represent back wages are not considered earnable salary by OPERS; therefore, no retirement service for that period.
  - Should not exceed back pay liability
  - **Default:** No deductions
  - **Sample:** Grievant will be paid \$10,000.00 (ten thousand dollars). The lump sum payment will be paid from line item 50479.

### Neutral Recommendation

- Dates of employment
- Classification held - job title
- Salary - rate of pay
- **Sample:** The Employer shall provide a neutral recommendation to include dates of employment, classification held and rate of pay.

### Applicable Deductions Includes (should only be tied to back pay or arbitration awards, not lump sum settlements):

- Taxes (Federal, State, City)
- Healthcare
- Medicare
- OPERS
- Union Dues
- Garnishments/Child support
- COBRA payments or refunds
- **Sample:** The grievant shall receive \$2,000 minus all applicable deductions.

### Address all outstanding Issues

- Unfair Labor Practice Charges
- EEO
- OCRC
- Court cases

- **Default:** All other cases remain open if not specified in settlement otherwise
- **Sample:** John Doe shall withdraw case number 9:99CV 999 in the United States District Court Northern District of Ohio and provide the employer with a copy of the motion to withdraw as soon as it is filed and recorded with the court. (Not later than May 20, 2005)
- **Sample:** Mr. Doe, the union, and its agent, agree to withdraw and not pursue any Unfair Labor Practice charges filed with the State Employee Relations Board as well as any charges in any other forum that relate to Mr. Doe and the issues surrounding this settlement.
- **Sample:** Pursuant to this settlement, the union and Mr. Doe agree the following grievances shall be considered settled and/or withdrawn and will not be pursued by either party; #99-99-20020809-9999-01-03 and #99-99-20020918-9999-01-06.

### ADEA Waiver

- Assess need for waiver

### Discipline

- Modify discipline for early removal
  - **Sample:** If there is no intervening discipline, the discipline shall be removed from Mr. Doe's record on February 28, 2014.

### Last Chance Agreement

- Terms
- Duration
  - **Sample:** 1) Grievant agrees to enter an approved, recognized alcohol rehabilitation program before July 15, 2012. On or before October 1, 2012, grievant must prove that he has been in this program and has been alcohol-free for a period of at least 60 days by presenting certified documentation to the [Agency] local office manager or designee. If grievant fails to comply, this document will serve as his resignation, effective December 22, 1992.
  - 2) If grievant does comply with # 1, [Agency] will reinstate him to his former position with no back pay. Reinstatement will also be conditional to grievant signing a fifteen (15) month last Chance Agreement commencing on the day of reinstatement. Grievant will also be subject to substance abuse testing in accordance with the Collective Bargaining Agreement.

## Bad Language – Issues to Avoid

- “Expunged”
  - Instead state “the discipline will be removed from the grievant’s file”
- “Make whole”
  - Instead use specific language indicating what the exact remedy will be
- “Confidential”
  - Note: the settlement agreement is a public document and cannot be kept confidential
- “Payment of attorney fees”

**Please note:** For all cases scheduled for arbitration, parties should argue the following considerations during case presentation and ask the arbitrator to address in the finding. Where the arbitration decision is silent, the agency will need to submit a written agreement signed by the union to ensure DAS can process.

### Healthcare

The agency may consider using one of the following three options for medical benefits:

- 1) Coverage retroactive to the date of termination
  - Settlement should specify which party is responsible for the employee premium share
  - A payment plan for the missed deductions must be submitted at the time of the ePar/Personnel Action is processed, otherwise the entire Retro Benefits deduction will be paid back with any earnings received as a result of the reinstatement and/or through subsequent earnings.
  - **Sample:** The grievant shall have health benefits restored to the date of termination. The grievant shall pay the employee share of the premiums out of the lump sum specified in #1 of the settlement.
- 2) Prospective coverage only (must effective the 1<sup>st</sup> day of month following physical return to work)
  - **Sample:** The grievant shall be reinstated on August 25, 2012. Health care will be prospective, effective September 1, 2012.
- 3) Prospective coverage (effective the 1<sup>st</sup> day of month following physical return to work) where the agency reimburses the employee for claims made during the period the employee was terminated out of agency funds.
  - **Sample:** The grievant shall be reinstated on November 15, 2012. Health care will be prospective, effective December 1, 2012. The grievant shall supply record of all medical costs incurred from date of removal, June 23, 2012, and date of reinstatement. The agency shall process reimbursement within three pay periods of receipt of all needed documentation.

If there is a period of time where there is no pay (i.e. the employee is returned to work with a 90-day suspension):

- 1) Employee may elect to begin coverage prospectively after the period of no pay.
  - The employee and agency will be responsible for their respective shares of the premiums from the point the coverage begins;
  - **Sample:** The employee will be reinstated to former position effective March 1, 2012. The removal shall be changed to a 30 day suspension. The grievant's healthcare will be effective the first day of the month following the reinstatement.

OR

- 2) Employee may elect for coverage to be retroactive to the date of termination, but the employee will still be responsible for paying the employee's share of the premiums for the entire period, including the time where the employee did not receive pay.

If medical benefits are not addressed in the settlement agreement, the following default rule will apply:

**Default:**

- Coverage will be made retroactive to the date of termination and employee and agency will be responsible for their respective shares of the premiums.
  - Coverage will be as if the employee had never been removed.
    - The employee may need to pursue appeal if health care dependents changed during time off from work.
  - The entire Retro Benefits deduction will be paid back with any earnings received as a result of the reinstatement. Where there are no earnings for the time period off, the system is programmed to collect all arrears as the employee receives wages. This will continue until all arrears are addressed.
    - A payment plan for the missed deductions must be submitted at the time of the ePar/Personnel Action is processed to avoid the system from taking the entire amount due.
- Exception if the employee shows proof of other coverage for time period off work
  - If proof is provided, employee will still be reinstated to health plan the first day of the month following physical return to work
- **Note:** If the agency does not want this default rule to apply to an arbitration award, any clarification must be in writing and signed by the agency and the union.

**Leave Accruals**

- Must specify if leave accruals for period of time off will be restored (without cost to employee)
  - Employee may only have restoration of leave that would have otherwise been accrued

- **Sample:** Grievant will be credited sick leave, vacation leave and personal leave accruals for period from date of removal to date of rehire (re-instatement) on Sept. 10, 2012.
- **Default:** No retroactive accruals if not specified.

**Shift/Days Off:** Specify shift and days off (good days) where applicable.

### Leave Conversions/Cash Out

- Employee must buy back any time that was cashed out if they wish to have their leave balances restored
  - Employee may only have restoration of leave cashed out
  - Agencies are discouraged from allowing the employee to buy back comp time (should be the exception rather than the rule)
  - Payment plan must be established and submitted to DAS; DAS will enter it.
  - **Default:** Employee will not buy back leave if not specified otherwise

### Retirement

- Employer and member contributions on the award of back wages or salary shall be paid in the same amount as would have been contributed if the member or retiree had been reported to OPERS during the period of reinstatement (not offset by other wages)
  - Lump-sum awards that do not fully represent back wages are not considered earnable salary by OPERS; therefore, no retirement service for that period.
  - However, if contributions equal what would have been paid on the earnable salary, the OPERS not concerned with the amount paid as back-pay
  - **Sample:** ODRC agrees to remit to employee back-pay in the amount of \$5,500 minus applicable taxes and required withholdings, with the exception of OPERS contributions. This represents back-pay to be paid to the employee's from August 18, 2009 to July 3, 2010. ODRC agrees to remit the employer's and employee's contributions to employee's OPERS account based upon earnable salary of \$52,4040.96 for period elapsed from August 30, 2009 to July 3, 2010. ODRC's payment of these OPERS contributions is subject to acceptance and approval by OPERS and this employer contribution shall not be deducted from the back-pay award.
  - **Default:** No contribution/service credit will be extended.

### Back Pay Settlements

- If there is a return to work with back wages, specify the amount of time and impact on leave accruals and OPERS
  - Must account for the full amount of time
    - Amount of time on suspension
    - Amount of time on administrative leave without pay
    - Amount of time worked with pay
  - **Default:** DAS will require a breakdown.

**SAMPLE**

**GRIEVANCE SETTLEMENT AGREEMENT  
(OCSEA)**

This Agreement made September 20th, 2012; by and between the Department of Rehabilitation and Correction (Agency), the Ohio Civil Service Employees Association, Local 11, AFSCME (OCSEA), and Missy Lions (Employee), parties hereto.

Whereas, there is now pending, a grievance filed by the above named employee(s) and OCSEA against the (DRC) pursuant to the Collective Bargaining Agreement, identified as grievance number(s) 27-15-20110818-0097-01-03 based on the following allegations:

Violation of Section(s): Article 24

WHEREAS, the (DRC) denies any liability in connection with the alleged claim;

WHEREAS, all parties hereto wish to reach a full and final settlement of all matters and causes of action arising out of the claim set forth above;

Now therefore, all parties hereto, in consideration of their mutual covenants and agreements to be performed, as hereinafter set forth, agree as follows:

1. The grievant will be reinstated to position of Correction Officer at Madison Correctional Institution, effective July 15, 2012.
2. In lieu of removal, the grievant discipline will be modified to a five day working suspension and will remain on the grievant's record pursuant to Article 36.
3. The grievant will be restored to the same shift with the same good days (3<sup>rd</sup> shift, Thursday/Friday).
4. The grievant will have no break in state seniority from her initial date of hire.
5. The grievant shall receive \$23,583.20 minus applicable taxes and deductions. This award represents back-pay to be paid to the employee from August 18, 2011 to July 14, 2012. The agency agrees to remit the employer and employee's contributions to the grievant's OPERS account based upon the earnable salary of \$52,404.96 for the period elapsed from August 18, 2011 to July 14, 2012. The agency's payment of OPERS contributions is subject to acceptance and approval by OPERS and this employer contribution shall not be deducted from the back pay award

6. The parties agree that healthcare will be retroactive to the date of removal. The parties will pay their respective amounts. The employee shall make an additional \$100 payment toward health care arrears per pay until current.
7. The grievant will be credited sick leave, vacation leave and personal leave accruals for period from date of removal to date of rehire (re-instatement) on July 14, 2012.
8. The grievant will buy back vacation (59.6), sick (91.4) and personal leave (26.4) hours that were cashed out. The grievant will pay \$100 per pay until all balances are paid in full.

OCSEA agrees to waive any and all rights it may currently or subsequently possess to obtain any reparation, restitution or redress for its members as a result of the events which formed the basis of the aforementioned grievance, including the right to have the grievance resolved through arbitration, or through resort to administrative appeal or through the institution of legal action.

OCSEA agrees to withdraw the aforementioned grievance and to waive its right to pursue any and all claims that may arise as a result of the implementation of the terms of the Agreement.

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 arbitration, litigation, or administrative hearing except as may be necessary to enforce its provisions and terms.

\_\_\_\_\_  
Ohio Department of Rehabilitation and Correction (DRC)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Office of Collective Bargaining

\_\_\_\_\_  
Date

\_\_\_\_\_  
OCSEA, AFSCME Local 11 – Staff Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
OCSEA, AFSCME Local 11 –Chapter President

\_\_\_\_\_  
Date

(This settlement is valid without the Employee's signature. The Employee's signature is only needed to obtain waiver of individual rights).

Employee agrees:

To waive any and all right they may currently or subsequently possess to receive any reparation, restitution or redress for the events which formed the basis of the aforementioned grievance, including the right to resort to administrative appeal or through the institution of legal action. Employee specifically agrees to withdraw the following actions which are currently pending.

\_\_\_\_\_ Grievant

\_\_\_\_\_ Date

**BLANK  
GRIEVANCE SETTLEMENT AGREEMENT  
(OCSEA)**

This Agreement made September 20th, 2012; by and between the [\_\_\_\_\_], the Ohio Civil Service Employees Association, Local 11, AFSCME (OCSEA), and (\_\_\_\_\_), parties hereto.

Whereas, there is now pending, a grievance filed by the above named employee(s) and OCSEA against the (\_\_\_\_\_) pursuant to the Collective Bargaining Agreement, identified as grievance number(s) \_\_\_\_\_ based on the following allegations:

Violation of Section(s): \_\_\_\_\_ Article \_\_\_\_\_

WHEREAS, the (\_\_\_\_\_) denies any liability in connection with the alleged claim;

WHEREAS, all parties hereto wish to reach a full and final settlement of all matters and causes of action arising out of the claim set forth above;

Now therefore, all parties hereto, in consideration of their mutual covenants and agreements to be performed, as hereinafter set forth, agree as follows:

OCSEA agrees to waive any and all rights it may currently or subsequently possess to obtain any reparation, restitution or redress for its members as a result of the events which formed the basis of the aforementioned grievance, including the right to have the grievance resolved through arbitration, or through resort to administrative appeal or through the institution of legal action.

OCSEA agrees to withdraw the aforementioned grievance and to waive its right to pursue any and all claims that may arise as a result of the implementation of the terms of the Agreement.

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 arbitration, litigation, or administrative hearing except as may be necessary to enforce its provisions and terms.

\_\_\_\_\_  
Ohio Department of Rehabilitation and Correction (DRC)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Office of Collective Bargaining

\_\_\_\_\_  
Date

\_\_\_\_\_  
OCSEA, AFSCME Local 11 – Staff Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
OCSEA, AFSCME Local 11 –Chapter President

\_\_\_\_\_  
Date

(This settlement is valid without the Employee’s signature. The Employee’s signature is only needed to obtain waiver of individual rights).

Employee agrees:

To waive any and all right they may currently or subsequently possess to receive any reparation, restitution or redress for the events which formed the basis of the aforementioned grievance, including the right to resort to administrative appeal or through the institution of legal action. Employee specifically agrees to withdraw the following actions which are currently pending.

\_\_\_\_\_  
Grievant

\_\_\_\_\_  
Date

Appendix M: Governors’ Office Approval Chart

**GOVERNOR'S OFFICE PERSONNEL ACTION SIGN-OFF REQUIREMENTS**

DESCRIPTION	Governor's Office Sign-Off Required?	Required Documents for Governor's Office
<b>EXEMPT AND BARGAINING UNIT ADVANCE STEP HIRES</b>		
Classified	Yes	Documents per DAS Directive No. HR-D-03
Unclassified	Yes	
<b>EXEMPT AND BARGAINING UNIT REHIRE-RETIRES</b>		
Permanent Appointments Only	Yes	Application/Resume, & PDs
<b>EXEMPT NEW HIRE or TRANSFERS</b>		
Unclassified, E2, E3, E4 - \$20.00 or more	Yes	Application/Resume, & PDs
Unclassified, E1 - \$19.19 or more	Yes	
Classified	No	
<b>EXEMPT PROMOTION or LATERAL</b>		
Unclassified, E2, E3, E4 - \$20.00 or more	Yes	Application/Resume, Old PD, & New PD
Unclassified, E1 - \$19.19 or more	Yes	
Classified	No	
<b>EXEMPT REASSIGNMENT/RECLASSIFICATION</b> *incl. both with and without pay increases		
Unclassified, E2, E3, E4 - \$20.00 or more	Yes	Application/Resume, Justification, Old PD, & New PD
Unclassified, E1 - \$19.19 or more	Yes	
Classified, E1 - \$19.19 or more	Yes	
<b>EXEMPT RATE CHANGES</b>		
Unclassified, E2, E3, E4 - (excluding college interns)	Yes	Justification, & PDs

<b>EXEMPT TEMPORARY WORK LEVEL (TWL)</b>		
Unclassified Vacancy, E2, E3, E4 - \$20.00 or more <b>(must ADHOC Gov Office in ePAR)</b>	Yes	Application/Resume, & PDs
Unclassified Vacancy, E1 - \$19.19 or more <b>(must ADHOC Gov Office in ePAR)</b>	Yes	
Classified Vacancy	No	
<b>EXEMPT AND BARGAINING UNIT INTERMITTENTS</b>		
Unclassified, E2, E3, E4 - \$20.00 or more	Yes	Application/Resume, & PDs
Unclassified, E1 - \$19.19 or more	Yes	
Unclassified, OCSEA/AFSCME - \$19.06 or more; 1199 - \$18.99 or more; OSTA - \$19.19 or more; FOP - \$19.38 or more; OEA Teaching - \$18.38 or more; OEA Non-Teaching - \$18.90 or more	Yes	
<b>EXEMPT TEMPORARY APPOINTMENT - 120 DAYS OR LESS (A)</b>		
External Unclassified, E2, E3, E4 - \$20.00 or more	Yes	Application/Resume, & PDs
External Unclassified, E1 - \$19.19 or more	Yes	
<b>EXEMPT TEMPORARY APPOINTMENT - EXCEEDS 120 DAYS (A)</b>		
Internal**	No	Application/Resume, & PDs
External Unclassified, E2, E3, E4 - \$20.00 or more	Yes	
External Unclassified, E1 - \$19.19 or more	Yes	

\*\*Note: Internal vs External is to ensure benefits are correct in OAKS.

(A) See ORC 124.30 (A) (1), 2nd paragraph and OAC 123-1:21-02 "Temporary Appointment"

Temporary appointments are NOT to exceed 120 days unless necessitated by reason of sickness, disability or other approved leave of absence and then shall only be for the duration of such leave.

**Note: Pre-approvals to Post for UNCLASSIFIED positions will continue to be submitted through the Governor's Office PAAR system. Agencies may submit Candidate Pre-Approvals through PAAR and must attach approval to ePAR.**

Appendix N: Temporary Appointment Matrix

Chart for TWL, Internal/External Interim, and Temporary Appointments

Employee	Position to be Covered		Length of Appointment	ORC, OAC, CBA	Position to be Created?	TWL, Interim, or Temporary	Rate of Pay <sup>c</sup>	Longevity	Notes	PA Action/Reason Codes	
	Type	Status								Fill	Cancel
Bargaining Unit	Bargaining Unit - Same	Filled	OCSEA – LOL + 30 days OEA – LOL <sup>a</sup>	OCSEA – 7.02A OEA – Art. 1.02C	Yes	Internal Interim for OCSEA and OEA	If higher PR, approx. 4% <sup>b</sup>	Based on interim position	Created position must be “perm” to continue benefits	Data Change/ Internal Interim- BU	Data Change/ Cancel Internal Interim – BU
			LOL Only <sup>a</sup>	1199 – Art. 25 FOP – Art. 23 OSTA 1 & 15 – 32	No	TWL <sup>c</sup> for 1199, FOP, OSTA 1 & 15		Based on current position		Data Change/ TWL	Data Change/ End TWL
N/A	Bargaining Unit	Filled	OCSEA – LOL + 30 days 1199 – LOL + 60 days OEA – LOL <sup>a</sup>	OCSEA – 7.02A 1199 - 27.04 OEA – Art. 1.02C	Yes	External Interim	Step 1	N/A	Created position must be “temp” (no benefits)	Hire/ External Interim – BU	Termination/ End Interim - BU
Bargaining Unit	Bargaining Unit - Same	Vacant	OEA/1199 – 10 weeks Other – 120 days	OCSEA – 7.10 1199 – Art. 25 OEA – Art. 24 FOP – Art. 23 OSTA 1 & 15 – 32	No	TWL <sup>c</sup>	If higher PR, approx. 4% <sup>b</sup>	Current		Data Change/ TWL	Data Change/ End TWL
Bargaining Unit	Bargaining Unit - Different	Filled	LOL Only <sup>a</sup>	OCSEA – 7.10 1199 – Art. 25 OEA – Art. 24 FOP – Art. 23 OSTA 1 & 15 – 32	No	TWL <sup>c</sup>	If higher PR, approx. 4% <sup>b</sup>	Current		Data Change/ TWL	Data Change/ End TWL
		Vacant	OEA/1199 – 10 weeks Other – 120 days								

Employee	Position to be Covered		Length of Appointment	ORC, OAC, CBA	Position to be Created?	TWL, Interim, or Temporary	Rate of Pay <sup>c</sup>	Longevity	Notes	PA Action/Reason Codes	
	Type	Status								Fill	Cancel
Bargaining Unit	Exempt	Filled	LOL Only <sup>a</sup>	OCSEA – 7.10/7.02B 1199 – Art. 25 OEA – Art. 24 FOP – Art. 23 OSTA 1 & 15 – 32	No	TWL <sup>c</sup>	If higher PR, approx 4% <sup>b</sup>	Current	Retains all BU rights and benefits	Data Change/ TWL	Data Change/ End TWL
		Vacant	OEA/1199 – 10 weeks Other – 120 days								
Exempt	Bargaining Unit	Filled or Vacant	2 years	OAC 123:1-37-07	No	TWL <sup>c</sup>	Approx 4% <sup>b</sup>	Current	Retains all Exempt rights	Data Change/ TWL	Data Change/ End TWL
Exempt	Exempt	Vacant	2 years	OAC 123:1-37-07	No	TWL <sup>c</sup>	Approx 4% <sup>b</sup>	Current		Data Change/ TWL	Data Change/ End TWL
N/A	Exempt	Vacant	120 days or less	ORC 124.30 OAC 123:1-21-02	Yes	External Temporary		N/A	Created position must be “temp” (no benefits)	Hire/Temp External 120 Days & Under	Termination/ End Temporary
Exempt	Exempt	Filled	LOL Only <sup>a</sup>	ORC 124.30 OAC 123:1-21-02	Yes	Internal Temporary	Approx 4% <sup>b</sup>	Temp Position	Created position must be “perm” to continue benefits	Data Change/ Temp Internal – Extended Leave	Data Change/ Cancel Internal Temporary

Employee	Position to be Covered		Length of Appointment	ORC, OAC, CBA	Position to be Created?	TWL, Interim, or Temporary	Rate of Pay <sup>c</sup>	Longevity	Notes	PA Action/Reason Codes	
	Type	Status								Fill	Cancel
N/A	Exempt	Filled	LOL Only <sup>a</sup>	ORC 124.30 OAC 123:1-21-02	Yes	External Temporary	Step 1	N/A	Created position must be "temp" (no benefits)	Hire/Temp External Extended Leave	Termination/ End Temporary

<sup>a</sup> LOL = Length of Leave

<sup>b</sup> Approx. 4% = rates are set by the step in the pay range that is closest to 4%.

<sup>c</sup> TWL determinations are based on the position the employee is coming FROM, not the one they are going to.

Appendix O: Disability Matrix

 <span style="float: right;">• Today • Tomorrow • Together •</span>									
HCMJA211 Disability/Workers' Compensation/Disability Separation Matrix Includes Action Reasons and Time Sheet Entries									
Action/Reason	PLA DSP <i>Pending Disability Pay</i>	PLA DS <i>Disability Pay</i>	PLA WCP <i>Workers' Comp Pending</i>	PLA WCB <i>Workers' Comp Pay</i>	PLA OIL <i>Occupational Injury Leave</i>	TER DBS <i>Disability Separation with Pay and Insurance</i>	TWP DS <i>Disability Separation with Insurance</i>	TWP TWP <i>Termination with Pay</i>	RET DR <i>Disability Retirement</i>
When to use	Use while the employee's disability claim is pending. Enter this code on the first day the employee doesn't work. Can be utilized for as long as it takes for the claim to be approved/denied.	Use once the employee's claim for disability leave benefits is approved.	Use while the employee's workers' comp claim is pending.	Use while the employee is receiving workers' comp. The employee will receive payments outside the system, but this code is necessary for insurance purposes.	Agency will enter for employees who are eligible to receive OIL benefits.	Use when the disability separated employee doesn't need insurance and doesn't need to be paid for anything. For example, an exempt employee on workers' comp who is then disability separated.	Use for bargaining unit employees who are disability separated, but insurance is still due to the employee. For example, bargaining unit employees receiving workers' comp benefits.	Use for employees who are disability separated, but who still have pending or active disability claims and are still eligible for insurance.	Use if employee is disability retired through PERS or other public pension system.
Is there a disability separation?	No	No	No	No	No	Yes	Yes	Yes	No
Does EE receive disability leave benefits?	No	Yes	No	No	No	No	No	Pending/Yes	No
Does EE receive insurance?	Yes	Yes	Yes/No (OAKS looks at Union Code)	Bargaining Unit only	Yes	No	Yes	Yes	No
Does this require a PA form?	No	No	No	No	No	Yes	Yes	Yes	Yes
Are leave balances paid off?	No	No	No	No	No	Yes	Yes	Yes	Yes
Timesheet entries	If disability leave has not been approved and no leave is available, health insurance can be advanced using DSPND. If the EE requests leave, normal leave hours should be entered on the timesheet until an approved disability exists.	When disability pay trcs are used, health insurance reimbursement will be paid automatically. This is true for all Disability and FMLA disability pay TRCS.	WCPND trcs for a union employee will automatically add health insurance reimbursement, WCREG should be used for employees eligible to be paid for first 7 days as defined in the bargaining agreement.	Health Reimbursement must be added through additional pay, HRIS. This can be set up as recurring with an end date, mark only 1st and 2nd pay periods.	Use OIL trcs, health reimbursement will be added automatically.	Timesheet is closed, employee is paid nothing.	Timesheet is closed for entries. Health insurance reimbursement, due for bargaining unit employees must be added through additional pay HRIS.	Health insurance reimbursement will be automatically added by system when disability pay trcs are used.	Timesheet is closed, no entries needed.

Revised 06-20-13

Disability/Workers' Compensation/Disability Separation Matrix 2013  
HCMJA211

(The Disability Separation Clarification document that accompanies this matrix is on the next page).



## Disability Separation Clarification

This clarification should be used in conjunction with HCMJA211, Disability/Workers' Compensation/Disability Separation Matrix, to assist agencies in determining the correct action reason to use when disability separating an employee.

**Termination/Disability Separation – No Insurance (TER – DBS):** Utilized to separate an employee who is not eligible for disability benefits, disability benefits have been exhausted, or the agency is not required to pay health insurance for a bargaining unit employee with a Workers' Compensation claim.

### Important reminders:

1. Disability reinstatement deadline should be entered in the notepad.
2. Federal Healthcare Reform generally prohibits retroactive termination of healthcare benefits except for fraud, intentional misrepresentation of material fact or due to an employee's failure to pay the required contributions towards their coverage; coordinate with your HCM benefits representative to determine the appropriate termination date. Note: if health insurance premiums have been paid by the employee or the employer while the disability separation was in process, it may be necessary to enter the termination with a current effective date with a notepad entry for explanation.
3. If the agency receives a notification that the employee has been approved for a disability retirement after the disability separated – no insurance (TER - DBS) has been processed, it is not necessary to add a new job data row.
  - Information related to the disability retirement and reinstatement period should be entered in the notepad on the existing TER-DBS row.
  - The disability separation – no insurance row **should not be removed** from job data.
  - The effective date for the disability separation – no insurance row has determined the benefits termination date and generated the required COBRA notices – deleting this row will create significant benefits issues.

**Terminated with Pay/Disability Separation with Insurance (TWP – DSI):** Utilized to separate an employee who is eligible to receive employer paid healthcare benefits as a result of a disability claim or for a bargaining unit employee with a Workers' Compensation claim.

### Important reminders:

1. Disability reinstatement and benefits termination deadlines should be entered in the notepad.
2. An additional pay (HRB) entry for the employee's share of the healthcare premiums must be posted each PPE.
3. If the agency receives a notification that the employee has been approved for a disability retirement after the disability separated – with insurance has been processed, two options are advisable:



- a. Disability Retirement effective date (as indicated by the applicable retirement system) is prior to the effective date of the disability separation with insurance row: the disability separation with insurance row should not be removed. As discussed above, Federal Healthcare Reform generally prohibits retroactive termination of health care benefits and this employee's benefits have been continued through the posting of the HRBs. Instead, the agency should enter the Retirement/Disability Retirement action/reason row with a current effective date and document the actual disability retirement date with a notepad entry. The Retirement/Disability Retirement row will determine the benefits termination date and will be used to generate the required COBRA notifications.
  - b. Disability Retirement effective date (as indicated by the applicable retirement system) is after the effective date of the disability separation row: the disability separation row should not be removed. The Retirement/Disability Retirement row should be entered with the effective date provided by the retirement system. The Retirement/Disability Retirement row will determine the benefits termination date and will be used to generate the required COBRA notifications.
2. If the employee has not otherwise been separated and the time period for the employer paid health care benefits has expired, the agency should enter a Termination/Other Separation job data row with a note pad entry indicating that the health care benefits eligibility has ended. This Termination/Other Separation row will determine the benefits termination date and will be used to generate the required COBRA notifications. The Termination/Other Separation row also closes payroll and is not linked to the reinstatement rights because the action/reason is no longer linked to Termination with Pay.

**Termination with Pay/Termination with Pay (TWP/TWP):** Utilized to separate an employee who has an approved disability claim and is receiving disability pay.

**Important reminders:**

1. Disability reinstatement deadline should be entered in the notepad.
2. When there is an active approved disability claim, it is not necessary to post an additional pay HRB; the HRB will be automatically generate with the use of the disability TRC.
3. If an extension is filed and approval is pending, HRBs should be posted using additional pay. HRBs should be posted until the agency receives notification that the claim has been approved and/or denied.
4. When the employee's disability has ended, the agency should enter a Termination/Other Separation job data row with a current effective date with a note pad entry indicating that the health care benefits eligibility has ended. This Termination/Other Separation row will determine the benefits termination date and will be used to generate the required COBRA notifications. The Termination/Other Separation row also closes payroll and is not linked to the reinstatement rights because the action/reason is no longer linked to Termination with Pay.