

BEFORE THE ARBITRATOR

In the Matter of:

State of Ohio

Karen Wycoff Grievance

and

OHIO HEALTH CARE  
EMPLOYEES UNION  
DISTRICT 1199 WV/KY/OH

DECISION

FACTS

This grievance pertains to grievant's request to be promoted from a Rehabilitation Program Specialist 1 to a Rehabilitation Program Specialist 2.. The request was denied and this arbitration results.

The grievant was originally promoted to the position of Employment Manpower Representative ("EMR") effective January 6, 1985. The EMR position is included in the OCSE AFSCME bargaining unit with the State of Ohio. The grievant appealed her classification in January, 1987 and on January 18th she was reclassified as a Rehabilitation Program Specialist 1, effective January 17, 1987. The RSP 1 position is included in the Local 1199/State of Ohio bargaining agreement.

In 1986 Local 1199 and the State of Ohio entered into negotiations for a new collective bargaining agreement,

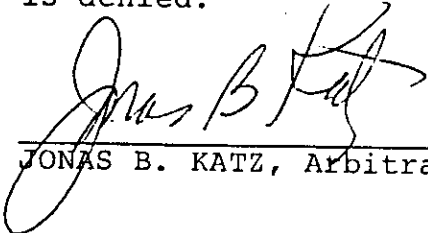
which was effective June 12, 1986. At that time grievant was not a member of the 1199 bargaining unit and, as a result, it was unaware of her particular circumstances. In the 1986-89 1199-State of Ohio agreement a career ladder promotion system was agreed to whereby an employee to become a RPS 1 must have job related duties state-wide, which is defined as one or more areas. It appears that there are eight defined areas of the State and in order to have state-wide duties a RPS must work in more than one of said designated areas. These designated areas have been in effect at least since 1975. Grievant in her former capacity of EMR and RSP 1 had only worked in one area.

#### DECISION

As I indicated at the hearing, I believe that the Arbitrator is powerless to grant grievant her request to be promoted from a RPS 1 to a RPS 2. It is unfortunate, but true, that at the time of the 1986-89 negotiations grievant was not a member of the bargaining unit and the Union was not aware that the negotiated career ladder promotion system would adversely affect the grievant. However, the fact remains that grievant does not perform services in more than one area and, therefore, her duties do not come within the negotiated definition of a RPS 2. Nothing

in the post hearing submission by the grievant and Union changes my opinion that the state-wide duties alleged in this communication are sufficient to establish that grievant works in more than one regional area as contemplated by the job definition of RPS 2.

Accordingly, the grievance is denied.



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JONAS B. KATZ, Arbitrator

Issued at Cincinnati, Hamilton County,  
Ohio, this 17th day of January, 1990.