

#1516


IN THE MATTER OF ARBITRATION BETWEEN OCSEA/AFSCME LOCAL 11  
and THE STATE OF OHIO, DEPARTMENT OF YOUTH SERVICES, Hearing  
held in Columbus, OH. 7/24/01

Appendix N, Section D of the Collective Bargaining Agreement provides without susceptibility of doubt that the Employer may not change the "make-up and basic nature of the work areas so as to subvert any rights guaranteed by this memorandum." Those rights deal with Pick-A-Post. Appendix N, Section D continues to provide that if the Employer makes a "necessary reorganization" the Union has certain appeal rights. It has exercised those rights in this situation.

Article 13, Section 13.02 provides that "Pick-A-Post Agreements shall remain in effect for the duration of this Agreement unless otherwise mutually agreed...." The Employer is not proposing to do away with Pick-A-Post in Circleville. It has conducted a "necessary reorganization." Under the specific circumstances presented in this situation the position of the Employer is sustained due to the substantial reorganization that has occurred in Circleville.

No further change in Pick-A-Post arrangements may be made at Circleville for the duration of the current Collective Bargaining Agreement.

Signed and dated this 25th day of July, 2001 at Solon,  
OH.

  
Harry Graham  
Arbitrator