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ADMINISTRATIVE DIRECTIVE

SUBJECT: Employee Grievance Procedures and Alternative Dispute Resolution

NUMBER: 14-33

SUPERSEDES: 13-178

APPLICABILITY: All Employees

**REFERENCE: AR 229 - Uniform Grievance
Procedure**

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APPROVED: Original signed by Ray Hobbs

EFFECTIVE DATE: 07/01/2014

I. PURPOSE:

Pursuant to Ark. Code Ann. §§ 21-1-701 *et seq.*, the Department shall provide eligible employees the opportunity to resolve complaints or grievances they believe adversely affect their employment or working conditions through the established dispute resolution process to ensure fair resolution of their complaint or grievance within a reasonable time.

II. EXPLANATION:

The procedures established herein recognize the Employment at Will doctrine and its exceptions as defined by the Arkansas Supreme Court and do not confer a property right in employment either expressed or implied.

This procedure is intended to provide a voluntary dispute resolution process to foster and encourage discussion between employees and his/her supervisory employee to settle a complaint or grievance quickly and fairly. Informal discussions between a supervisory employee and employee are encouraged. Informal discussions are defined as those between a supervisory employee and employee prior to the filing of a grievance and an employee representative is not allowed. Representation is allowed at each step after a grievance is filed. Attorney fees shall not be awarded.

III. DEFINITIONS:

- A.** Administrative Record – The case file specific to each grievance assembled according to the Office of Personnel Management (“OPM”) Administrative Record Rules.
- B.** Adverse action – To discharge, threaten, or otherwise discriminate or retaliate against a public employee in any manner that affects the employee’s employment, including compensation, job location, rights, immunities, promotions, or privileges.
- C.** Appeal to OPM – A written request by an eligible employee for a review by the State Employee Grievance Appeal Panel of a final decision from the state agency Director.
- D.** Appeal to State Chief Fiscal Officer (CFO) – a written request by a party to the CFO from a final decision by SEGAP.
- E.** Business Days - shall mean Monday through Friday, not counting state observed holidays.
- F.** Disciplinary action – Termination, suspension, involuntary demotion, written reprimands, and non-new-hire probation.
- G.** Dispute resolution – A formal procedure that allows parties to constructively manage conflicts through grievances or mediation.
- H.** EEO/Grievance Officer - The officer located at the Central Office of the Department of Correction who is responsible for coordinating the overall grievance procedure for the entire Department
- I.** Employee – A person regularly appointed or employed in a position of state service by the state agency for which he or she is compensated on a full-time basis or on a pro rata basis for whom a class title and pay grade are established in the appropriation act for the state agency in accordance with the Uniform Classification and Compensation Act. An “employee” for purposes of this policy does not include a supervisory employee or initial new-hires on probationary status. Attached is a list of ADC/OPM Job Titles showing eligibility to invoke the grievance process
- J.** Grievance - A complaint by an employee regarding a disciplinary action, discrimination, harassment, or the approval/denial of compensatory time made by the supervisory employee, but not including compensation and conditions which are beyond the control of the state agency or are mandated by law.

- K.** Internal Review Hearing – An internal committee convened for the purpose of reviewing internal grievances and making recommendations to the agency Director. Employees serving on this committees will be trained for such purpose. Individuals who work at the aggrieved employees unit are ineligible to serve on that particular committee.
- L.** Mediation – (ADR) A collaborative problem-solving and joint decision-making process between the employee and supervisory employee, through utilization of a third-party neutral mediator. The state agency and the employee shall take all reasonable efforts to settle a complaint or grievance as quickly as possible.
- M.** Party- means the employee affected by a state agency decision or the state agency that made the decision at issue in the grievance.
- N.** Probationary Period - The initial (1st) year of employment with the Department of Correction. The probationary period may be extended in accordance with Personnel Performance Evaluation Guidelines.
- O.** State Employee Grievance Appeal Panel (SEGAP) - A pool of state employees representing all agencies covered under Ark. Code Ann. §§ 21-1-701 *et seq.* (ADC employees serving on the SEGAP will not hear grievances from ADC.) This panel hears grievable matters concerning the following six (6) issues:
1. Involves allegations of unlawful discrimination.
 2. The termination of an employee.
 3. The suspension without pay of an employee.
 4. The involuntary demotion of an employee.
 5. The failure to award compensatory time to an employee.
 6. Written Warnings
- P.** Supervisory Employee – An individual having in the state agency’s interest to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other agency employees. The exercise of his or her authority requires the use of independent judgment and responsibility, not merely that of a routine or clerical nature.
- Q.** Unit Human Resource Manager – The person designated by the state agency as having the responsibility for acting as the liaison between the employee and the Warden/Administrator/Center Supervisor

IV. POLICY EXCLUSIONS:

- A. Performance Evaluation Appeal process will be administered pursuant to the applicable directive and not this grievance procedure.
- B. Non-selection for promotion or lateral transfer will not be heard by the State Employee Grievance Appeal Panel, unless discrimination is the basis of the complaint. Non-selection may be heard, internally at the Assistant/Deputy/Director's level.

V. NON-GRIEVABLE MATTERS - include but are not limited to:

- A. Advice and/or counseling provided by the EEO/Grievance Officer, Human Resource Administrator and/or ADC Attorney;
- B. Agency Policies
- C. Matters governed by law, regulations and/or Executive Orders, which are outside the Department's control;
- D. Non-Disciplinary Counseling Statements (Employee File Notes) that are used to document a discussion between a supervisory employee and an employee. These statements can apply to employee job performance, conduct or both;
- E. Shift and Post assignments, including reassignments to other units/divisions;
- F. Reassignment or suspension with pay pending investigation outcome. However, if an employee is disciplined after the investigation is completed, he/she may appeal the disciplinary action;
- G. Complaints requesting as a remedy the discipline of an employee.
- H. Reduction-In-Force (RIF) complaints unless an employee alleges discrimination.
- I. Voluntary resignations
- J. Oral Warnings

VI. AGENCY LEVEL PROCEDURES:**A. INTRODUCTION:**

The Director may intervene at any step in the grievance/ADR procedure if the Director decides that direct action is necessary to resolve the grievance. The Director shall make every effort to resolve all matters involving allegations of unlawful discrimination,

termination, suspension without pay, involuntary demotion, written warning, and/or failure to award compensatory time.

Decision-making officials retain the option to increase or decrease disciplinary measures if circumstances warrant such action.

Any employee within the Department who intentionally interferes with, hinders, blocks, retaliates or otherwise impedes the process of a grievance shall be subject to disciplinary action.

Any employee, who submits written or verbal false information, will be disciplined in accordance with Administrative Directive - Employee Conduct Standards.

The EEO/Grievance Officer shall immediately report to the Chief Legal Counsel the failure or refusal of any Department employee to appear or provide documents related to a grievance.

The grievance/ADR procedure may be terminated at any stage should an agreement between parties be reached.

The employee and the appropriate level of management may have any person with knowledge of matters relevant to the grievance to testify or provide a witness statement(s) at all steps of the grievance/ADR procedures, within the time set out by the Grievance Officer in writing to the parties. Witness lists submitted late may not be accepted by the Grievance Officer. The list will include a brief, specific statement of why each witness is being asked to attend. Notice of time, date, and location of the grievance hearing shall be given by the EEO/Grievance Officer to all ADC employees who are called as witnesses. Employees requesting non-ADC witnesses shall be responsible for their attendance. Sworn, notarized affidavits (statements) are acceptable in place of witnesses. Telephone interviews may be acceptable.

The Grievance Officer shall decide whether the information to be presented is relevant. Excessive requests for witnesses that would cause disruption of agency business or a security risk will be deemed burdensome. The Grievance Officer may exclude one or all of the witnesses. The Grievance Officer will notify the parties of this action. The requesting party will be given one (1) business day to supply additional justification for the need of the excluded witnesses. Grievance steps will not be delayed/rescheduled.

The EEO/Grievance Officer will submit a list of both Agency and employee's witnesses to SEGAP Hearing Coordinator. The SEGAP chair will determine the relevance of witnesses called at the panel hearing.

Grievance Officers and/or Department Attorneys may not be called as witnesses unless they have direct, first party knowledge of the action, which is the subject of the matter being grieved. Furthermore, Department Attorneys if called as witnesses shall not violate client privilege.

Employees called as witnesses for any proceeding will attend the hearing, and the time shall be counted as time worked.

Hearings will not be postponed or delayed merely to accommodate the employee, the agency, witnesses, or parties' representatives, unless such party, witnesses, or representatives shall present the Grievance Officer or designee compelling circumstances which would include:

1. incapacitating illness;
2. inability to be in attendance because such person had been scheduled to appear in a court of law provided such hearing was scheduled before the date of the hearing or upon the issuance of a court order or subpoena by a court of law;
3. required appearance before the State Legislature;
4. emergency situation involving the public health, safety, welfare; and
5. death of an immediate family member of the employee, the key agency management personnel designated to attend the hearing, and/or either parties' representative or key witness(es).

The Grievance Officer may require that the parties or their representatives submit documentary proof of their scheduling conflict. Requests for extension of time because a party wishes to change representatives will normally not be granted. Failure to appear for a hearing without compelling circumstances listed above will be an automatic dismissal of the grievance.

It shall be the responsibility of the Grievance Officer to maintain a copy of the grievance file separate from the employee's personnel file. The grievance file will include all documents generated along with copies of all documentary evidence. No information relating to the grievance shall become part of any employee's permanent personnel record unless otherwise approved by the Director.

The Administrative Record shall be maintained as prescribed in applicable record retention policies and regulations.

Any changes to this grievance procedure must be submitted to the Office of Personnel Management for review and approval before becoming effective. Any changes to this grievance procedure must be made public to the employees of the ADC.

EEO/Grievance Officers and members of the ADC Internal Review Committee must complete the required training provided by OPM.

Confidentiality and Arkansas Freedom of Information Act (FOIA) Notice: All persons involved in the grievance/ADR process shall respect the confidentiality of all communications and the right to privacy. Information about any grievance in process

shall be given only to persons who have a need to know as determined by the department EEO/Grievance Officer. Employees shall be subject to disciplinary action for violations of confidentiality.

B. ELECTION OF FORMAL MEDIATION OR INTERNAL REVIEW HEARING:

1. The employee has five (5) business days from the date of receipt of written disciplinary action to submit a grievance form. Incomplete forms will not be accepted.
2. Formal Mediation: After a grievance is timely filed and accepted, the employee may choose to proceed with Formal Mediation; however, the Warden/Administrator/Center Supervisor may decline to mediate and the employee will have to proceed to an Internal Review Hearing.
 - a. Mediation is confidential; however, the Settlement or Non-Settlement Agreement is subject to the Freedom of Information Act.
 - b. A Mediator is not required to be an attorney but shall be certified by the Arkansas Alternative Dispute Resolution Commission. The Mediator shall not be employed by the state agency that is a party to the mediation.
 - c. Representation by an attorney or other is allowed.
 - d. The Settlement or Non-settlement Agreement shall be signed by the parties and become a part of the Administrative Record.
 - e. Within one (1) business day of the conclusion of the mediation, the mediator shall provide a copy of the Settlement or Non-Settlement Agreement to the state agency Director.
 - f. Settlement Agreement - If the parties reach a settlement during mediation, the grievance process is considered resolved and the settlement is binding on the parties.
 - g. Non-Settlement Agreement - If the parties reach a Non-Settlement Agreement during mediation, the employee has three (3) business days to submit a written request for an Internal Review Hearing to the EEO/Grievance Officer.
3. Internal Review Hearing
 - A. Working Conditions, Written Warnings and Applicant Selection (lateral or promotion denial):
 - a. Step 1: Warden/Administrator/Center Supervisor Level-- The Unit Human Resource Manager shall assist the employee in presenting his

or her grievance to the Warden/Administrator/Center Supervisor.

1. The Unit Human Resource Manager shall contact the Warden/Administrator/Center Supervisor and arrange for a meeting between the employee and the Warden/Administrator/Center Supervisor with the Unit Human Resource Manager acting as a neutral person within five (5) business days of receipt of the grievance.
2. The Warden/Administrator/Center Supervisor shall submit his or her decision in writing on Warden/Administrator/Center Supervisor Decision Form to the employee and the Unit Human Resource Manager within five (5) business days following the conclusion of the hearing.
3. If dissatisfied with the decision of the Warden/Administrator/Center Supervisor, an employee may file a grievance with the EEO/Grievance Officer within fifteen (15) business days of receipt of the written decision.

B. Grievances Concerning Discrimination, Termination, Suspension, Demotion, Written Warnings and Compensatory Time.

1. Director's Level (Director's Options)
 - a. Director may elect to conduct a meeting with employee and others; within five (5) business days of receipt of the grievance. A written decision will be issued within five (5) business days.
 - b. The Director may elect the option of an Internal Grievance Review Committee to hear the grievance and make a written recommendations regarding resolution of the grievance.
 - c. The EEO/Grievance Officer will select and notify the committee members.
The chairperson will be responsible for setting a hearing date.
The EEO/Grievance Officer will contact the grievant and forward the Administrative Record.
 - d. The Internal Review Committee hearing will include sworn testimony of the witnesses. A written recommendation shall be provided to the Director within four (4) business days.
 - e. The Director has five (5) business days after receipt of IRC's recommendation to accept, reject or modify the written recommendation. The Director's Decision will be mailed within five (5) business days.

- f. If the employee does not agree with the Director's Decision, he or she may choose to proceed to Formal Mediation or the State Employee Grievance Appeal within fifteen (15) business days of receipt of the Director's Decision. If the employee chooses Formal Mediation and a Non-Settlement Agreement is issued; the employee may still appeal to SEGAP within ten (10) business days of the Non-Settlement Agreement.

VII. STATE LEVEL GRIEVANCE APPEALS:

A. INTRODUCTION

In the event the Grievance Officer and the employee disagree as to whether the matter under consideration is a grievable matter within the scope of these Procedures, Ark. Code Ann. §§ 21-1-701 *et seq.*, the Grievance Officer shall request a Determination from the State Employee Grievance Appeal Panel by filing information concerning the nature of the complaint with the Administrator of the Office of Personnel Management. The employee shall file a position statement concerning the nature of the complaint with the Administrator of the Office of Personnel Management. The agency supervisor shall file a position statement concerning the nature of the complaint. These statements shall be filed with and attached to the Grievance Officer's Request for the Determination. Determination matters include whether the matter is grievable, or whether the employee has access to the procedure. The Administrator of the Office of Personnel Management shall promptly report to the Grievance Officer the Panel's decision concerning the Determination. Neither the Administrator of the Office of Personnel Management nor any member of the State Employee Grievance Appeal Panel shall make any finding at this stage with regard to the merits of such complaint. Their review shall strictly be limited to the determination of whether the complaint consists of a matter, which is grievable, or whether the employee has access to the procedure.

Meetings and hearings at all Steps of the Grievance Procedure component shall be transcribed and become part of the case file record if appealed to the State Employee Grievance Appeal Panel. Meetings/hearings of the ADR-Mediation component of this procedure shall not be recorded.

Grievances involving allegations of unlawful discrimination, termination, suspension without pay, involuntary demotion and/or failure to award compensatory time shall commence at Director's level of this procedure unless the employee elects to utilize the ADR-Mediation process to attempt resolution.

At the conclusion of each step of the procedure, including ADR-Mediation, written notification of decisions, agreements or recommendations will be provided to all parties involved, including the employee's immediate supervisor (when appropriate). If ADR-Mediation is utilized, the only documentation shall be either a Settlement Agreement or a Non-Settlement Agreement.

B. State Employee Grievance Appeal Panel (SEGAP)

1. The EEO/Grievance Officer shall contact the Office of Personnel Management to initiate the appeal, obtain a hearing date, and forward the Administrative Record to the proper parties.
2. Notification of Decision by the Office of Personnel Management: Both the agency and the employee shall review the Panel's written decision. Both shall have the option to appeal to the State's Chief Fiscal Officer within five (5) business days of receipt of written decision.
3. Within ten (10) business days of receipt of the parties' appeal and written request for review, the Chief Fiscal Officer shall issue a final administrative order affirming, reversing, or modifying the Panel's decision. The decision of the Chief Fiscal Officer is binding.

VIII. STANDARDS:

Ark. Code Ann. §§21-1-701 *et seq.*

IX. REFERENCES:

AM of Internal Grievance Review Committee
AR 226 - Sexual Harassment
AD – Americans with Disabilities Act
AD – Investigation Procedures for Sexual Harassment Allegations
AD – Appraisal & Appeal Form

X. ATTACHMENTS:

1 – List of Job Titles

**STEP 1
GRIEVANCE FORM**

This form is to be used by the employee in filing a formal grievance. The form will be filled in completely and will serve, without amendment, as the source document for the grievance process. All supporting documentation must be attached to this form.

Employee's Name: _____ **Job Title:** _____

Immediate Supervisor's Name: _____

Employee's Work Location: _____

GRIEVANCE STATEMENT

In order for a formal grievance to be processed, the following four elements must be addressed:
(Attach Additional Pages If Needed).

(1) What was the Date of occurrence and what specific behavior, condition or violation of policy or procedure occurred which you consider constitutes a grievance?

(2) How have you been adversely affected by the behavior condition, or violation of policy or procedure?

(3) What specific action have you taken to reconcile and improve this situation, including discussing it with your immediate supervisor? What has been the outcome of these efforts?

(4) What specific remedy do you request?

(5) I request as my first step: Mediation Fact finding Administrative Review Hearing

Employee's Signature: _____ **Date:** _____

Home Address

Home Telephone #

**AGREEMENT TO MEDIATE
AGENCY LEVEL**

I agree to participate in a Formal Mediation at the Agency Level.

I do not agree to participate in a Formal Mediation at the Agency Level.

Management Official's Signature

Date

Agency's Representative's Signature (if appropriate)

Date

AGREEMENT TO MEDIATE

Department of _____

- 1. I understand that this is an agreement by the parties to attempt to resolve the following issues by submitting the matters to mediation:

- 2. I understand that mediation is a dispute resolution process that is non-adversarial in nature and seeks to find reconciliation between disputing parties. The mediation process does not declare winners or losers. The focus is to seek a resolution that is informal, timely, and is advantageous to both parties.
- 3. I understand that the Mediators are not involved in the immediate occurrence and are committed to treating this matter in a fair and unbiased way. The Mediator's role is to facilitate and help the parties themselves reach a mutually satisfactory resolution to the problem. However, the decision-making power rests with the parties, not the Mediators. If the parties cannot agree on a resolution, the Mediators will NOT impose a resolution nor will they offer judgment as to which party, if any, is at fault. If an impasse exists, either party or the mediator may stop the proceedings.
- 4. I understand that the Mediators have no authority to make decisions or act as a judge or arbitrator. The Mediators will not act as an advocate or attorney for any party. To the extent either the complainant or the agency wishes to have a representative or legal counsel to consult with or assist at any stage in the mediation, the party is responsible for taking steps to obtain such a person.

5. I understand that mediation is a confidential process. Any documents submitted to the Mediators and statements made during the mediation are for settlement purposes only. I agree not to subpoena or request the Mediators to serve as witnesses or request or use as evidence any materials prepared by the Mediators for the mediation, with the exception of a settlement document signed by the parties. In no event will the Mediators voluntarily testify on behalf of any party or submit any type of report in connection with this mediation. However, I understand that matters that are admissible in a court of law or other administrative process continue to be admissible, if otherwise discoverable, even though brought up in a mediation session.
6. Mediation is private, confidential and privileged from discovery. To ensure confidentiality, any writings or notes made or taken during the mediation session by the mediator, party or parties and/or representatives shall be collected and destroyed by the mediator, in the presence of all, prior to adjournment of the mediation.
7. I understand that no party shall be bound by anything said or done at the mediation unless a written settlement is reached and executed by all necessary parties. If a settlement is reached, the Mediators shall reduce the agreement to writing, and when signed and approved by the parties and/or appropriate authorities, the settlement document shall be legally binding upon all parties to the agreement.
8. In electing to use mediation, I understand that no external statutory deadlines are waived and that all external statutory deadlines must be adhered to.
9. The aggrieved party's rights to pursue external formal processes are not waived and will be protected during the mediation process. At the same time, the aggrieved party's responsibilities to comply with all requirements of any external administrative or court process, e.g., time limits, points of contact, ARE NOT WAIVED and must be adhered to.
10. I understand that in the event the mediation is terminated for any reason, the aggrieved party may continue to pursue any external formal resolution of the matter as he/she sees fit as long as they are within statutory time limits.
11. No admission of guilt or wrongdoing by either party is implied, and none should be inferred, by participation in this process.

12. I will sincerely attempt to resolve this matter; agree to cooperate with the Mediators assigned to this matter, and give serious consideration to all suggestions made about developing a realistic solution to the problem. I will conduct myself in a courteous and non-hostile manner, use appropriate language, and allow the Mediators to interrupt the process if they feel a caucus or break is needed to facilitate the mediation process. I enter into this process in good faith.
13. The Mediators agree to notify the parties, their representatives, and the appropriate management official of the status and results of the mediation process, including settlements, withdrawal from, and/or unsuccessful conclusion of the process – within five (5) working days of the conclusion or termination of the process.

BY SIGNATURE BELOW, I ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND, AND AGREE TO THIS AGREEMENT TO PARTICIPATE IN MEDIATION:

EMPLOYEE'S SIGNATURE _____ DATE _____

EMPLOYEE REPRESENTATIVE'S SIGNATURE (if appropriate) _____ DATE _____

MANAGEMENT OFFICIAL'S SIGNATURE _____ DATE _____

AGENCY REPRESENTATIVE'S SIGNATURE (if appropriate) _____ DATE _____

MEDIATOR'S SIGNATURE _____ DATE _____

STEP 1

**WARDEN/ADMINISTRATOR/CENTER SUPERVISOR
DECISION**

WARDEN/ADMINISTRATOR/CENTER SUPERVISOR'S SIGNATURE

DATE

EMPLOYEE ANSWER:

I accept the answer to my grievance.

I do not accept the answer to my grievance and will refer it to the next step.

NOTE: EXPLAIN fully why you do not accept the above response/decision.

GRIEVANT'S SIGNATURE: _____

DATE: _____

**UNIFORM GRIEVANCE
PROCEDURE EXTENSION AGREEMENT**

DUE TO _____

WE THE UNDERSIGNED DO HEREBY AGREE THAT THE RESPONSE TIME OF _____
DAYS TO THIS STEP OF THE GRIEVANCE PROCEDURE BE EXTENDED. WE AGREE THAT
THE RESPONSE TIME BE EXTENDED TO

MONTH / DATE / YEAR

DECISION MAKING OFFICIAL DATE

APPELLANT'S SIGNATURE DATE

Eligible-Ineligible Titles ADC

Auth Job	Auth Grade	Authorized Title	Ineligible/ Eligible
V030C	C105	SHIPPING & RECEIVING CLERK	Eligible
C087C	C106	ADMINISTRATIVE SPECIALIST I	Eligible
C073C	C109	ADMINISTRATIVE SPECIALIST II	Eligible
R038C	C110	HUMAN RESOURCES ASSISTANT	Eligible
A100C	C110	PAYROLL OFFICER	Eligible
V024C	C111	ADC PROPERTY OFFICER	Eligible
M078C	C111	VOLUNTEER SERVICES COORDINATOR	Eligible
T083C	C112	ADC/DCC CORRECTIONAL OFFICER I	Eligible
C056C	C112	ADMINISTRATIVE SPECIALIST III	Eligible
R037C	C112	BENEFITS TECHNICIAN	Eligible
T081C	C112	COMMISSARY MANAGER	Eligible
A098C	C112	FISCAL SUPPORT SPECIALIST	Eligible
S051C	C112	INSTRUMENTATION TECHNICIAN	Eligible
A097C	C112	PAYROLL TECHNICIAN	Eligible
T077C	C113	ADC MAILROOM SERVICES COORDINATOR	Eligible
T076C	C113	ADC/DCC ADMIN REVIEW OFFICER	Eligible
T075C	C113	ADC/DCC CORPORAL	Eligible
R036C	C113	HUMAN RESOURCES SPECIALIST	Eligible
V020C	C113	INVENTORY CONTROL MANAGER	Eligible
C046C	C113	LEGAL SUPPORT SPECIALIST	Eligible
S046C	C113	MAINTENANCE TECHNICIAN	Eligible
P045C	C113	PUBLIC INFORMATION TECHNICIAN	Eligible
S043C	C114	ADC INDUSTRIAL SUPERVISOR I	Eligible
G216C	C114	ADC INMATE GRIEVANCE COORDINATOR	Eligible
P044C	C114	ADC SALES REPRESENTATIVE	Eligible
T071C	C114	ADC UNIT TRAINING SUPERVISOR	Eligible
T070C	C114	ADC/DCC FOOD PREPARATION SUPERVISOR	Eligible
G215C	C114	CAREER PLANNING & PLACEMENT SPECIALIST	Eligible
M065C	C114	RECREATIONAL ACTIVITY SUPERVISOR	Eligible
X151C	C114	SAFETY SUPERVISOR	Eligible
M059C	C115	ADC/DCC ADVISOR	Eligible
T065C	C115	ADC/DCC CORRECTIONAL SERGEANT	Eligible
M058C	C115	ADC/DCC PROGRAM SPECIALIST	Eligible
C037C	C115	ADMINISTRATIVE ANALYST	Eligible
M057C	C115	CHAPLAIN	Eligible
D079C	C115	COMPUTER SUPPORT TECHNICIAN	Eligible
A091C	C115	FISCAL SUPPORT ANALYST	Eligible
R031C	C115	INSTITUTION HUMAN RESOURCES COORDINATOR	Eligible
V015C	C115	PURCHASING SPECIALIST	Eligible
C026C	C115	RECORDS/INTAKE SUPERVISOR	Eligible

T061C	C115	SENIOR INTELLIGENCE ANALYST	Eligible
S027C	C116	ADC INDUSTRIAL SUPERVISOR II	Eligible
S026C	C116	ADC/DCC ASST MAINTENANCE SUPERVISOR	Eligible
T059C	C116	ADC/DCC FOOD PREPARATION MANAGER	Eligible
X133C	C116	ADC/DCC INTERNAL AFFAIRS INVESTIGATOR	Eligible
C024C	C116	ADC/DCC RECORDS SUPERVISOR	Eligible
T058C	C116	AGRICULTURE UNIT SUPERVISOR I	Eligible
C022C	C116	BUSINESS OPERATIONS SPECIALIST	Eligible
V014C	C116	BUYER	Eligible
G200C	C116	CLASSIFICATION & ASSIGNMENT OFFICER	Eligible
X128C	C116	CORRECTIONAL UNIT ACCREDITATION SPEC	Eligible
X127C	C116	DISCIPLINARY HEARING OFFICER	Eligible
L058C	C116	DISEASE INTERVENTION SPECIALIST	Eligible
E048C	C116	EDUCATION & INSTRUCTION SPECIALIST	Eligible
R030C	C116	EEO/GRIEVANCE OFFICER	Eligible
R029C	C116	HUMAN RESOURCES RECRUITER	Eligible
M049C	C116	SENIOR CHAPLAIN	Eligible
S022C	C116	SKILLED TRADES SUPERVISOR	Eligible
M048C	C116	SUBSTANCE ABUSE PROGRAM LEADER	Eligible
E046C	C116	TRAINING INSTRUCTOR	Eligible
T054C	C117	ADC/DCC LIEUTENANT	Eligible
T053C	C117	AGRICULTURE UNIT SUPERVISOR II	Eligible
M044C	C117	ASSOCIATE PROFESSIONAL COUNSELOR	Eligible
D071C	C117	COMPUTER SUPPORT ANALYST	Eligible
S019C	C117	DIRECTOR MAINTENANCE	Ineligible
G178C	C117	POLICY DEVELOPMENT COORDINATOR	Eligible
L052C	C117	REHAB FACILITY SUPERVISOR	Eligible
E041C	C117	SENIOR LIBRARIAN	Eligible
S016C	C117	SKILLED TRADES FOREMAN	Eligible
T048C	C118	ADC/DCC CAPTAIN	Ineligible
M031C	C118	ADMINISTRATOR OF CHAPLAINCY SVCS	Ineligible
R024C	C118	ASSISTANT PERSONNEL MANAGER	Eligible
C010C	C118	EXECUTIVE ASSISTANT TO THE DIRECTOR	Ineligible
A074C	C118	FISCAL SUPPORT SUPERVISOR	Eligible
M026C	C118	LICENSED SOCIAL WORKER	Eligible
M023C	C118	SUBSTANCE ABUSE PROGRAM COORD	Ineligible
T041C	C118	WORK RELEASE PROGRAM SUPERVISOR	Eligible
T040C	C119	ADC ASSISTANT HEAD FARM MANAGER	Ineligible
S011C	C119	ADC COMMODITY & FOOD SVC ADMR	Ineligible
S095C	C119	ADC CONSTRUCTION PROJECT SPECIALIST	Eligible
S096C	C119	ADC CONSTRUCTION PROJECT SUPERVISOR	Eligible
S010C	C119	ADC INDUSTRY PROGRAM MANAGER	Eligible
T039C	C119	ADC INMATE TRANSPORTATION COORD	Eligible

T038C	C119	ADC TRAINING ACADEMY SUPERVISOR	Ineligible
R021C	C119	BUDGET ANALYST	Eligible
A066C	C119	INTERNAL AUDITOR	Eligible
M020C	C119	LICENSED PROFESSIONAL COUNSELOR	Eligible
V007C	C119	PROCUREMENT COORDINATOR	Eligible
A060C	C119	SENIOR AUDITOR	Eligible
T034C	C119	WORK RELEASE CENTER SUPERVISOR	Ineligible
L041C	C120	ADC ASST MEDICAL PROGRAM MANAGER	Ineligible
G142C	C120	ADC CLASSIFICATION ADMINISTRATOR	Ineligible
G141C	C120	ADC INDUSTRY ASSISTANT ADMR	Ineligible
T033C	C120	ADC/DCC MAJOR	Ineligible
E026C	C120	EDUCATION & INSTRUCTION COORDINATOR	Eligible
M088C	C120	LICENSED MASTER SOCIAL WORKER	Ineligible
L038C	C120	REGISTERED NURSE	Eligible
G121C	C120	REHAB PROGRAM MANAGER	Ineligible
B040C	C121	ADC AGRICULTURE PRODUCTION SUPERVISOR	Eligible
G222C	C121	ADC/DCC INTERNAL AFFAIRS ADMINISTRATOR	Ineligible
A050C	C121	AGENCY FISCAL MANAGER	Eligible
B042C	C121	ENGINEER	Ineligible
M009C	C121	LICENSED CERTIFIED SOCIAL WORKER	Ineligible
L033C	C121	PSYCHOLOGICAL EXAMINER	Ineligible
D052C	C121	SOFTWARE SUPPORT ANALYST	Eligible
T021C	C122	ADC HEAD FARM MANAGER I	Ineligible
G099C	C122	DHS PROGRAM ADMINISTRATOR	Ineligible
D046C	C122	STATE PRODUCTION CONTROL SUPERVISOR	Eligible
R013C	C123	AGENCY HUMAN RESOURCES MANAGER	Ineligible
A038C	C123	FISCAL SUPPORT MANAGER	Ineligible
D038C	C123	SENIOR SOFTWARE SUPPORT ANALYST	Ineligible
S094C	C124	ADC CONSTRUCTION/MAINTENANCE COORD	Ineligible
T015C	C124	ADC/DCC DEPUTY WARDEN	Ineligible
D030C	C124	INFORMATION SYSTEMS COORDINATOR	Ineligible
A021C	C126	AGENCY CONTROLLER I	Ineligible
G047C	C126	ATTORNEY SPECIALIST	Ineligible
R006C	C126	HUMAN RESOURCES ADMINISTRATOR	Ineligible
T006C	C127	ADC HEAD FARM MANAGER II	Ineligible
T005C	C127	ADC/DCC CORRECTIONAL WARDEN	Ineligible
G025C	C127	ATTORNEY SUPERVISOR	Ineligible
L003C	C127	PSYCHOLOGIST	Ineligible
L097C	C128	ADC PSYCHOLOGIST	Ineligible
D007C	C128	INFORMATION SYSTEMS MANAGER	Ineligible
A007C	C129	AUDIT MANAGER	Ineligible
L001C	C129	PSYCHOLOGIST SUPERVISOR	Ineligible
A108C	C130	ADC ASST CHIEF FINANCIAL OFFICER(CFO)	Ineligible

P003N	N901	ADC PUBLIC INFORMATION OFFICER	Ineligible
G024N	N902	ADC GENERAL COUNSEL	Ineligible
N136N	N903	ADC HEALTH SERVICE ADMINISTRATOR	Ineligible
G014N	N904	ADC COMPLIANCE ATTORNEY	Ineligible
N120N	N904	ADC FARM ADMINISTRATOR	Ineligible
T001N	N906	ADC SUPERINTENDENT	Ineligible
N048N	N908	ADC ASSISTANT DIRECTOR	Ineligible
N039N	N909	ADC DEPUTY DIRECTOR	Ineligible
U062U	U062U	ADC CHIEF DEPUTY DIRECTOR	Ineligible