



**LOCAL 11** **AFL-CIO**

*Ohio Civil Service  
Employees Association*

# Fact Finder's Report

and Recommendations  
April 20, 2018

**Mutually Agreed To  
Dispute Resolution  
Proceeding  
State of Ohio  
and the  
Ohio Civil Service  
Employees Association,  
AFSCME, Local 11**

In the Matter of  
Fact Finding  
*between*  
the State of Ohio  
*and*  
the Ohio Civil Service Employees  
Association, AFSCME, Local 11

Fact-Finder:

**Rob G. Stein**

**Appearances for the Union**

Michael P. Duco, Esq.	Chief Negotiator
Christopher A. Mabe	President
Kelly L. Phillips	Chief of Staff

**Appearances for the Employer**

Daniel J. Guttman, Esq.	Chief Spokesperson
Mark Tackett	Office of Collective Bargaining
Kristen Rankin	Office of Collective Bargaining



# Fact Finder's Report and Recommendations



## In the Matter of Fact Finding

*between*

**OCSEA/AFSCME Local 11**

*and*

**the State of Ohio**

### **FACT FINDER:**

Robert G. Stein

### **CHIEF PRESENTERS:**

#### **For OCSEA/AFSCME Local 11:**

Michael P. Duco, Esq., Chief Negotiator

#### **For The State of Ohio:**

Daniel J. Guttman, Esq., Chief Spokesperson,  
Baker & Hostetler LLP

## **FACT FINDER'S REPORT AND RECOMMENDATION**

### **Background on Article 13: Overtime**

Discussions between the parties under Article 13 centered around quality of life issues with regard to schedules and overtime in the Dept. of Rehabilitation and Correction and the Department of Youth Services. While the State argued that other institutional agencies do allow for 17 weekends off for all employees, the union understood that such a radical change would up-end the lives of thousands of Corrections and Youth Services employees. Additionally, the state's proposal would not address the problem of employees wanting days off for family and personal events that don't fall on the weekend. The union counter-proposed a way for union employees to negotiate switching schedules that gave all employees a say and would help less-senior employees get the days off they really desired. The Fact Finder agreed with the union that such a radical move should be discussed between all the parties and should not be determined by a neutral. However, he did not adopt the union's counter-proposal. Current language will stand.

The State testified that abuse of personal leave to avoid overtime was their motivation to eliminate personal leave from the overtime calculation. But the Fact Finder sided with the union that the State lacked sufficient evidence for such a change, that the change would create substantial financial hardship and could have the unintended consequence of discouraging overtime. Current language will stand.

The Fact Finder sided with management on rotating mandatory overtime thought-out the whole seniority roster saying it would address the issues of less senior employees being disproportionately required to work overtime. He also pointed to previous bargaining history that changed the rotation from least senior to the lower half of the roster, indicating that this meant the parties acknowledged there is a problem.

### **ARTICLE 13 - WORK WEEK, SCHEDULES AND OVERTIME**

#### **13.07 - Overtime**

The Employer has the right to determine overtime opportunities as needed. Employees shall be canvassed according to Agency policy. If no policy exists then, employees shall be canvassed quarterly as to whether they would like to be offered overtime opportunities. Employees who wish to be called back for overtime outside of their regular hours shall have a telephone and shall provide their phone number to their supervisor.

Insofar as practicable, overtime shall be equitably distributed on a rotating basis by seniority among those who normally perform the work. The parties shall negotiate specific arrangements for implementation of these overtime provisions at the local or Agency level within ninety (90) days of the effective date of this Agreement.

Such arrangements shall include parameters regarding the distribution of mandatory overtime. Absent mutual agreement to the contrary, overtime rosters will be purged at least every twelve (12) months. Such arrangements shall recognize that in the event the Employer has determined the need for overtime, and if a sufficient number of employees is not secured through the above provisions, the Employer shall have the right to require employee(s) who normally perform(s) the work and who are listed on the ~~lower one-half (1/2) of the~~ seniority roster to perform said overtime. Such mandatory overtime shall be rotated among those employees who are listed on the ~~lower one-half (1/2) of the~~ seniority roster **and such process shall supersede more restrictive agency specific provisions.** In the event enough employees are not available, the Employer may require the least senior employee(s) available to work the overtime. Good faith attempts will be made to avoid the mandation of the same individual(s) consecutively. Assignment of mandated overtime hours is an appropriate topic for each Agency's Health and Safety Committee. The overtime policy shall not apply to overtime work which is specific to a particular employee's claim load or specialized work assignment or when the incumbent is required to finish a work assignment.

The Agency agrees to post and maintain overtime rosters which shall be provided to the steward, within a reasonable time, if so requested. The rosters shall be updated every pay period in which any affected employee earned overtime.

Employees who accept overtime following their regular shift shall be granted a ten (10) minute rest period between the shift and the overtime or as soon as operationally possible. In addition, the Employer will make every reasonable effort to furnish a meal to those employees who work four (4) or more hours of mandatory or emergency overtime and cannot be released from their jobs to obtain a meal.

An employee who is offered but refuses an overtime assignment shall be credited on the roster with the amount of overtime refused. An employee who agrees to work overtime and then fails to report for said overtime shall be credited with double the amount of overtime accepted unless extenuating circumstances arose which prevented him/her from reporting. In such cases, the employee will be credited as if he/she had refused the overtime. An employee who is transferred or promoted to an area with a different overtime roster shall be credited with his/her aggregate overtime hours.

Except as otherwise established by the Employer an employee's posted regular schedule shall not be established in such a manner to require the Employer to pay overtime. An employee's posted regular schedule shall not be changed solely to avoid the payment of overtime within a single work week or pay period.

### **Background on Article 20: Health Care**

Management testimony under Article 20 – Health Care centered on a so-called lack of flexibility to make plan changes and to keep costs in check by offering multiple plan options. As such, the state's main goals were to eliminate the power

of the union's Joint Health Care Committee in order to make unilateral health care plan changes without union input and the ability to offer a high deductible health care plan without any real limitations.

The union argued that health care is a mandatory subject of bargaining under Ohio Revised Code 4117 and making the JHCC an "advisory" body only goes against that statute. Furthermore, the union is not opposed in principle to multiple health care plans. Indeed, it was the state that decided to reduce the number of plans several years ago, not the union. However, the union does oppose a high deductible plan (HDHP) since they are designed to shift health care costs to consumers and do nothing to improve the quality of healthcare for our members. In fact, many members avoid using healthcare when they are in a HDHP.

While falling short of eliminating the JHCC's role in health care changes, the Fact Finder did give the state the option of offering the high deductible health care plan on a voluntary basis within IRS guidelines and with the requirement of seeding money in a health savings account. That plan will not replace the state PPO health care plan. The JHCC already had the ability to offer and incentivize the use of Centers of Excellence (COE) to perform highly specialized services such as transplants. The use of COEs can now be brought up by the DAS Director.

The union held off across the board increases in health care and the premium split of 85/15 and the co-insurance rate of 80/20 will remain the same. While management wanted to significantly increase copays, deductibles and out of pocket maximums right away, the Fact Finding Report does make more modest changes to these costs in the third year of the contract. For example, in-network office copays in each category will go up by \$10 beginning in year three of the contract and out-of-network by \$20. The spousal surcharge will go up to \$20 in the third year, significantly less than management proposed at \$200. Non-generic drugs will rise beginning in the second year of the contract, but generics will stay the same for all three years of the contract. Management was not given the ability to set an alternative cost sharing plan for biotech drugs as requested which is a big win for the union.

Out-of-pocket maximums will also climb in in the third year, although the vast majority of state employees never hit their maximums. The union deductibles have been well under comparable contracts and will now go up in the contract's third year. The increase will still put the health care plan deductibles below the average of other health care plans. The Fact Finder did explain in his report that he added an additional .25% to the third year of the wages as an offset to the plan design changes in year three of the contract.

## **ARTICLE 20 – BENEFITS**

\* **This proposal is offered in conjunction with the Health Care Plan Design proposal charts, including proposed Rx Co-Pays. (see bottom of pages 4 & 5).**

## 20.01 - Health Care, Eligibility, Open Enrollment

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### D. Eligibility

All permanent full-time and part-time employees, including established-term appointments (ETAs) employees (unless modified by Agency Specific Agreements), shall be eligible for health benefits as well as for the benefits provided by the Union Benefits Trust. In addition, employees to whom the Employer owes responsibility for providing health benefits pursuant to the Patient Protection and Affordable Care Act (PPACA) shall be eligible for health benefits. For new employees, coverage for health care benefits as provided in this Article becomes effective on the first day of the month following the month in which the employee begins employment with the State. Changes made during open enrollment will become effective on the first day of the new benefit period. The Employer reserves the right to perform dependent eligibility audits ~~upon recommendation of the Joint Health Care Committee~~ after providing advanced notice and consulting with the Joint Health Care Committee. Health care costs paid on behalf of ineligible dependents will be subject to recovery.

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## 20.03 - Health Plan Characteristics

Except as otherwise provided herein, health plans offered to State employees must meet standards in the areas listed below. Prior to each subsequent rebidding or re-evaluation of health plans offered to State employees, the Director of DAS may revise the standards and add standards in additional areas if such revisions and/or additions are recommended by the JHCC.

### A. Networks

1. Health plan provider networks must have a full range of primary care and specialist physicians with reasonable numbers of each in relationship to eligible State employees.
2. Health plans newly offered to State employees shall insure that no more than a reasonable percent of network providers have closed practices, and shall attempt to facilitate inclusion in their network primary care physicians already serving State employees in their service area.
3. A designated percentage of primary care physicians and specialist physicians shall be board certified.
4. Health plans shall adhere to reasonable standards of access for every employee to primary care physicians and to hospitals in urban and rural areas in time and distance as recommended by the administration subcommittee of JHCC.
5. Health plans shall agree to refrain from dropping any hospital or health care facility from the network during a benefit period, unless the health plan has notified the Employer, and to the satisfaction of the Labor and Management co-chairs, attempted to develop a method of delivering continuity of care for those persons who may be adversely affected by the change in the network.

6. Health plans shall include centers of excellence (COE) to perform highly specialized, high cost procedures such as transplants. The JHCC or the Director, in consultation with the JHCC, may modify this provision to best accommodate health plans while assuring quality services for participants. Furthermore, ~~upon the recommendation of~~ after consultation with the JHCC, the Director of DAS may provide financial or other incentives (including but not limited to reduced co-pays or co-insurance) to participants to utilize quality providers.
7. For any plan that offers out-of-network coverage, reimbursement to non-network providers shall be at a level no greater than 60% of the contracted allowable amount. Also, member can be balance billed for the difference between what is charged and what the plan allows.
8. For those employees assigned to work outside of Ohio who are enrolled in an indemnity plan, which does not offer the option of network providers and/or facilities, co-payments (co-insurance) for services will be paid at a rate which is at least seventy percent (70%) by the plan and no greater than thirty percent (30%) by the participant, after the deductible and up to the out-of-pocket maximum.
9. No hospital, doctor, laboratory, or other health care provider can be added to a plan network in violation of the vendor's established selection criteria, or in violation of the vendor's established standards governing the number of hospitals and other providers which will be part of the plan network in any given geographic area.
10. Medical Necessity and Preventive Services

Health plans pay only for those covered services, supplies, and hospital admissions which are medically necessary or are classified as preventive services covered under the plan. Network providers and facilities are responsible for insuring that services, supplies, and admissions are medically necessary or preventive as defined by a plan. In plans with out-of-network benefits, the fact that a non-network provider may prescribe, order, recommend, guarantee, or approve a service, supply, or admission does not guarantee medical necessity or make such charges an allowable expense, even though they are not specifically listed as exclusions.

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## 20.04 - Health Plan Selection and Contracting

- A. The Director of DAS upon recommendation by the JHCC will determine the number of health plans offered to employees in each county or other appropriate geographic grouping. In addition, a statewide plan will be available in every county. Upon recommendation of the JHCC the Director of DAS may offer alternative health plans including but not limited to multiple plan designs and networks and delivery models for

medical and drug benefits. If the administrator of the plan is unable to provide a network outside of Ohio, it shall also make available an indemnity plan to State employees assigned to work outside of Ohio.

- B. During the evaluation and selection process, cost will be weighted at no more than fifty percent (50%) of the total. The financial part of the evaluation tool can be increased beyond fifty percent (50%) by the Director of DAS after consultation with the JHCC to evaluate if quality is not compromised.
- C. At any time during this Agreement, the Employer may also conduct rate negotiations with health plans. Negotiations shall only be concerning rates, and once begun, the Employer shall not accept new health plan proposals to amend their schedule of benefits, co-payments, deductibles, or out-of-pocket maximum. The Employer shall consult with the JHCC about the rate negotiations and inform the JHCC on the progress and results of said rate negotiations. If negotiations with a particular health plan do not result in rates which are satisfactory to the Employer, the Employer may, after providing notice to the JHCC refuse to permit any new enrollment in said health plan or cancel the health plan contract.
- D. A consultant with expertise in large group purchasing strategies and quality measurement will be retained to assist in the development and implementation of the health plan selection process, and may be retained to assist with rate negotiations. Experience in the public sector and with employee Unions will be a factor in the consultant selection process.
- E. Where it is advantageous to the Employer and its employees, DAS may execute multi-year contracts or contract extensions with health plans.
- F. If other political subdivisions or Employers are permitted to enroll in the State employee health plans the State will take measures as are necessary to protect such health plans from adverse experience and/or penalties under the PPACA of such admitted subdivisions or Employers.
- G. The Director of DAS, after consultation with the JHCC, may at his/her discretion offer an additional high deductible qualifying health care plan (CDHP) in compliance with IRS guidelines (e.g. any plan with a deductible of at least \$1,350 for an individual or \$2,700 for a family) provided it includes a minimum HSA seed % of the deductible at 50% 1st year of the program and 25% the second year of the program. It is not covered by Article 20 but: (i) is in addition to (and not in lieu of) the health plan(s) required to be offered under this Article 20, (ii) is a statewide plan whose terms apply the same to bargaining unit employees and non-bargaining unit employees equally, and (iii) is offered to bargaining unit employees on a voluntary basis.**

## Background on Article 36: Wages

The Fact Finder rejected the state's claim that the State Employee Relation Board wage averages are the only data point that should be used to determine state employee's wage increases. The SERB average wage increase for the past year is between 2.2 and 2.3 percent. Further, the Fact Finder agreed that the economy is in an upswing and that history supports employees "making up" pay when conditions are good. Furthermore, the state never made clear it would have difficulty paying for such wage increases. The Fact Finder ruled that state employees will receive wage increases of 8.5 percent over the term of the contract, a significant increase given wage stagnation in the U.S. This means OCSEA bargaining unit employees will receive wage increases of 2.75 percent in 2018, 2.75 percent in 2019 and 3 percent in 2020.

Additionally the union asked for a substantial increase in shift differential that would put Ohio more in line with other states and would help management's problem of recruitment and retention in institutional agencies. The Fact Finder met OCSEA half way, and awarded a shift differential of \$.60 per hour, up from \$.35.

The Fact Finder agreed with the union that there should be no changes to Article 36.05 – Classification Review. The union made its case that it has worked with management on cost neutral changes and that employees do deserve an increase when performing higher-level duties. Management not only failed to show change is needed they overreached when they asked to remove the union's ability to revert to requesting class reviews when management dragged its feet.

## ARTICLE 36 – WAGES

### 36.02 - General Wage Increase

Effective with the pay period which includes July 1, 2015~~8~~, the pay schedules shall be increased by ~~two and a half (2.5%)~~ **two and three quarters (2.75%)** percent.

Effective with the pay period which includes July 1, 2015~~9~~, the pay schedules shall be increased by ~~two and a half (2.5%)~~ **two and three quarters (2.75%)** percent.

Effective with the pay period which includes July 1, 201~~7~~**20**, the pay schedules shall be increased by ~~two and a half (2.5%)~~ **three (3%)** percent.

### 36.08 - Shift Differential

Bargaining unit members who regularly work shifts beginning between 2:00 p.m. and 3:00 a.m. shall receive ~~thirty-five cents (\$.35)~~ **sixty cents (\$.60)** per hour in shift differential, under the following circumstances:

1. No bargaining unit member who regularly works first shift will receive shift differential pay, even if they work overtime on a different shift which begins between 2:00 p.m. and 3:00 a.m.
2. Bargaining unit members who regularly work shifts beginning between 2:00 p.m. and 3:00 a.m. will receive shift differential pay for each shift worked which begins between 2:00 p.m. and 3:00 a.m.

3. No bargaining unit member will receive shift differential for shifts which do not begin between 2:00 p.m. and 3:00 a.m.

The shift differential shall be added to the employee's regular rate of pay.

### ~~36.12 Ratification/Contract Finalization Payment~~

~~In consideration of ratification and/or finalization of this Agreement, full-time permanent employees who are covered by this collective bargaining agreement shall receive a one-time payment of \$750 in the pay period that includes August 1, 2015. In order to be eligible for the payment, the employee must be on the active payroll as of July 1, 2015. Less than full-time employees who are eligible for the payments described above shall receive \$375. This payment is not to be included in the wage base. This payment shall not be subject to PERS withholding.~~

### Background on Appendix N

The state originally wanted to unilaterally dictate what a work area is under Appendix N stating it lacked sufficient "flexibility" for the times. Management even wanted to limit the scope of what the arbitrator could consider. The union testified that the language had been successfully used dozens and dozens of times as agency institutions have downsized for the last two decades. And even though institutional agency missions had changed, the language allowed the flexibility necessary and kept intact the union's rights to negotiate work area agreements.

While the Fact Finder appeared to agree with management that the language was outdated, he adopted "modified language" that seems to clarify current practice more than anything. The change keeps intact the ability of the union to negotiate these agreements and puts in language the practice under Appendix N that the integrity of the work area will remain intact when a work area is changed by the moving of an "entire unit, ward, wing, or group of clients, patients, residents or youth."

### APPENDIX N – WORK AREAS FOR MENTAL HEALTH AND ADDICTION SERVICES, DEVELOPMENTAL DISABILITIES, DEPARTMENT OF YOUTH SERVICES AND DEPARTMENT OF VETERANS SERVICES

Memorandum of Understanding for Implementation of Work Areas for Mental Health and Addiction Services, Developmental Disabilities, Department of Youth Services, and Department of Veterans Services of 8/31/87, and as amended.

- A. Work Areas for Mental Health and Addiction Services, Developmental Disabilities, Department of Youth Services, and Department of Veterans Services

"Work areas," for the purposes of this memorandum, shall be defined as ~~the smallest subdivision of regular work assignment in~~ the physical setting wherein an

employee performs his/her assigned work on a regular basis. (Examples include, but are not limited to, a ward, unit, module, cottage or 1/2 a cottage, kitchen, laundry, building or facility.)

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- D. Integrity of the Work Area

The Employer shall not change the make-up and basic nature of the work areas so as to subvert any rights guaranteed by this memorandum; **provided, however, any assignment that requires an employee to leave the work area with a client, patient, resident or youth shall be followed by the employee and shall not constitute a change in the make-up or basic nature of the work area. Further, if the Employer determines it is necessary to move an entire unit, ward, wing, or group of clients, patients, residents or youth, the move shall not constitute a change in the make-up or basic nature of the work area, and the employees assigned to the work area(s) shall move with the client(s), patient(s), resident(s), or youth.** If, through necessary reorganization of the institution, the nature of the work area changes, such changes shall be discussed in Institutional Labor/Management Committee meetings. If agreement cannot be reached at such meetings, the proposed change shall be discussed at Department level Labor/Management Committee meetings. If agreement cannot be reached, the Union may grieve such work area changes utilizing the applicable provisions outlined in Article 25 of the Collective Bargaining Agreement.

\*\*\* Indicates article language with "no changes" within a same section as omitted for publication purposes. Refer to the current OCSEA contract for full article language.

**\*HEALTH CARE PLAN DESIGN PROPOSAL CHART**

	Year 1 (effective July 1, 2018)	Year 2 (effective July 1, 2019)	Year 3 (effective July 1, 2020)
Premium Split	85/15 (no change)	85/15 (no change)	85/15 (no change)
Coinsurance	80/20 (no change)	80/20 (no change)	80/20 (no change)
Spousal Surcharge (current \$12.50)	\$12.50	\$12.50	<u>\$20</u>
Out of Pocket Maximum (double for out of network)	\$1,500/\$3,000 (no change)	\$1,500/\$3,000 (no change)	<u>\$2,500/\$5,000</u>
Deductible (in-network; double for out of network)	\$250/\$500 (no change)	\$250/\$500 (no change)	<u>\$400/\$800</u>
Copays	(No change) In-Network: \$20 Office visit, \$25 specialist, \$30 urgent care, \$100 ER Out of network: \$30 Office visit, \$30 specialist, \$35 urgent care	(No change) In-Network: \$20 Office visit, \$25 specialist, \$30 urgent care, \$100 ER Out of network: \$30 Office visit, \$30 specialist, \$35 care	<b>In-Network: \$30 Office visit, \$35 specialist, \$40 urgent care, \$150 ER</b> <b>Out of network: \$50 Office visit, \$55 specialist, \$60 urgent care</b>
Rx Out of Pocket Maximum	\$2,500/\$5,000 (no change)	\$2,500/\$5,000 (no change)	<u>\$3,500/\$7,000</u>

**CURRENT RX CO-PAYS**  
**SEE CHART ON PAGE 8 FOR PROPOSED RX CHANGES.**

	30-DAY SUPPLY AT RETAIL COPAYMENT	30-DAY SUPPLY SPECIALTY COPAYMENT	90-DAY SUPPLY AT RETAIL COPAYMENT	90-DAY SUPPLY AT MAIL-ORDER COPAYMENT
Current Rx Copays In effect until July 1, 2018				
Generics	\$10.00	\$10.00	\$30.00	\$25.00
Preferred Brand	\$25.00	\$25.00	\$75.00	\$62.50
Non-Preferred Brand-Name, Generic Unavailable	\$50.00	\$50.00	\$150.00	\$125.00
Non-Preferred Brand-Name, Generic Available	\$50 plus the difference between the cost of the brand-name and generic drug	\$50 plus the difference between the cost of the brand-name and generic drug	\$150 plus the difference between the cost of the brand-name and generic drug	\$125 plus the difference between the cost of the brand-name and generic drug

**RX CO-PAYS PROPOSED CHANGES**

	30-DAY SUPPLY AT RETAIL COPAYMENT	30-DAY SUPPLY SPECIALTY COPAYMENT	90-DAY SUPPLY AT RETAIL COPAYMENT	90-DAY SUPPLY AT MAIL-ORDER COPAYMENT
FY2019				
Generics	\$10.00 (no change)	\$10.00 (no change)	\$30.00 (no change)	\$25.00 (no change)
Preferred Brand	<u>\$30.00</u>	<u>\$30.00</u>	<u>\$90.00</u>	<u>\$75.00</u>
Non-Preferred Brand-Name, Generic Unavailable	<u>\$55.00</u>	<u>\$55.00</u>	<u>\$165.00</u>	<u>\$137.50</u>
Non-Preferred Brand-Name, Generic Available	<u>\$55 plus the difference between the cost of the brand-name and generic drug</u>	<u>\$55 plus the difference between the cost of the brand-name and generic drug</u>	<u>\$165 plus the difference between the cost of the brand-name and generic drug</u>	<u>\$137.50 plus the difference between the cost of the brand-name and generic drug</u>
FY2020				
Generics	\$10.00 (no change)	\$10.00 (no change)	\$30.00 (no change)	\$25.00 (no change)
Preferred Brand	<u>\$35.00</u>	<u>\$35.00</u>	<u>\$105.00</u>	<u>\$87.50</u>
Non-Preferred Brand-Name, Generic Unavailable	<u>\$60.00</u>	<u>\$60.00</u>	<u>\$180.00</u>	<u>\$150.00</u>
Non-Preferred Brand-Name, Generic Available	<u>\$60 plus the difference between the cost of the brand-name and generic drug</u>	<u>\$60 plus the difference between the cost of the brand-name and generic drug</u>	<u>\$180 plus the difference between the cost of the brand-name and generic drug</u>	<u>\$150 plus the difference between the cost of the brand-name and generic drug</u>
FY2021				
Generics	\$10.00 (no change)	\$10.00 (no change)	\$30.00 (no change)	\$25.00 (no change)
Preferred Brand	<u>\$40.00</u>	<u>\$40.00</u>	<u>\$120.00</u>	<u>\$100.00</u>
Non-Preferred Brand-Name, Generic Unavailable	<u>\$75.00</u>	<u>\$75.00</u>	<u>\$225.00</u>	<u>\$187.50</u>
Non-Preferred Brand-Name, Generic Available	<u>\$75 plus the difference between the cost of the brand-name and generic drug</u>	<u>\$75 plus the difference between the cost of the brand-name and generic drug</u>	<u>\$225 plus the difference between the cost of the brand-name and generic drug</u>	<u>\$187.50 plus the difference between the cost of the brand-name and generic drug</u>

# VOTING on the CONTRACT

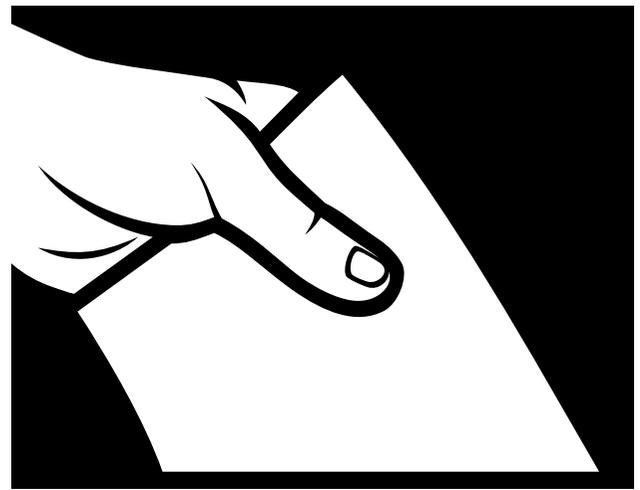
Your chapter will be scheduling times and locations for voting in the next few weeks. Stay in contact with your chapter leaders for details.

**R**atification voting on the OCSEA Tentative Agreement can take place as soon as the regional contract information meeting in your area is held (*could be as early as April 26*). Only members can vote.

All voting takes place on the chapter level. Ratification ballots ARE NOT mailed to members' homes. Members should contact their chapter president or secretary to discuss their ratification-voting schedule. It is up to chapters to set up that schedule.

While members can vote at ANY chapter location, doing so will result in a challenged ballot. Challenged ballots will only be counted if they are determinative in the outcome of the balloting.

**Voting tallies must be received by OCSEA Central Office no later than noon on Thurs., May 10.**



# VOTE

## Things to consider when voting:



### Voting YES:

Indicates your approval to ratify the Tentative Agreement and the Fact Finder's Recommendations (*which, by law, are a package.*)



### Voting NO:

Says that you reject the Tentative Agreement and Fact Finder's Recommendations and authorize a strike.\*

If the proposed contract is rejected, unresolved issues will be submitted to binding conciliation in accordance with Ohio law for the following job titles:

- Correction Firefighters
- Correction Officers
- Correction Sergeants/Counselors
- Juvenile Correction Officers
- Firefighters/Lieutenant Firefighters
- Shooting Range Attendants
- Psychiatric Attendants
- Psychiatric Attendant Counselors
- Security Officers 3
- Security Technicians 1
- Security Technicians 2
- Youth Program Specialists
- School for the Deaf employees
- School for the Blind employees.

\* Please note this important voting process exception: State law requires that security employees CANNOT strike if the TA is rejected by voters. Unresolved issues of security employees would go to a third-party conciliator, who would select from one or the other of the last offers made by the two sides.