

## Talking Points for DeWine's Back to Office Executive Order

- We are reviewing the Governor's executive order. We will insist that contract language be followed.
- The State must follow **all** the articles in our contract. Even Governor DeWine concedes that his executive order **does not** supersede collective bargaining agreements. In fact, the Governor's executive order said, "Nothing in this Executive Order shall be construed to abridge any collective bargaining contract." OCSEA will hold the Governor to his word.
- State employees have protections based on our collective bargaining agreement. Here's what you should know:
  - Last year OCSEA successfully negotiated a contract that contains a new article spelling out telework rights for the first time.
  - **Article 13.17** requires that management provide a detailed written reason for the termination of an approved teleworking, remote work or hybrid schedule arrangement in advance of the termination.
  - The termination cannot be arbitrary, capricious or a blanket denial.
  - The union must receive a copy of the notification.
  - **Article 44.01** clearly states that our collective bargaining agreement "shall take precedence and supersede all conflicting State laws."
  - OCSEA will take steps to enforce this provision through the Office of Collective Bargaining.
  - **Article 13.06** spells out Report-In locations. OCSEA has already requested information from state agencies asking for report-in or work locations for employees.
- The bottom line: OCSEA is pursuing all options to support our members through the collective bargaining process.
- We are also putting public pressure on the Administration through the press and social media by highlighting the cost savings of remote and hybrid work. There's no question that moving more employees back into the office will cost tax dollars