

2015 MUTUALLY AGREED DISPUTE RESOLUTION PROCEDURE

BY AND BETWEEN

**THE STATE OF OHIO
AND
OCSEA/AFSCME, LOCAL 11**

It is hereby mutually agreed by and between the State of Ohio, Office of Collective Bargaining (OCB), and the Ohio Civil Service Employees Association, AFSCME, Local 11 (OCSEA) that the parties will use the following procedures to resolve disputed issues arising during the parties' negotiation of a successor to the collective bargaining agreement which expires on February 28, 2015. The procedures set forth in this agreement are in lieu of the procedures set forth in ORC section 4117.14{C}:

1. In the event the parties do not reach a tentative agreement on all issues by 11:59 p.m. on March 2, 2015, the parties will use a Mediator in the process of resolving remaining disputes. The person designated to serve as the Mediator shall be mutually agreed to by the parties. In the event the selected Mediator is unable to serve, the parties shall attempt to mutually agree upon a replacement. In the event the parties are unable to reach mutual agreement on an alternate for the Mediator, they shall request a list of mediators from the State Employment Relations Board (SERB). The selection of the alternate mediator shall be made pursuant to SERB rules.
2. Mediation of unresolved disputes shall begin on March 3, 2015, and shall continue at such times and places as the parties may agree or the Mediator may direct.
3. In the event the parties do not reach a tentative agreement on all issues by 11:59 p.m. on April 3, 2015, the parties will use a Fact Finder in the process of resolving remaining disputes and shall select the Fact Finder by February 27, 2015, unless an extension is agreed to by the parties. The person designated to serve as the Fact Finder shall be mutually agreed to by the parties. In the event the selected Fact Finder is unable to serve, the parties shall attempt to mutually agree upon a replacement. In the event the parties are unable to reach mutual agreement on an alternate for the Fact Finder, they shall request a list of mediators from the State Employment Relations Board (SERB). The selection of the alternate mediator shall be made pursuant to SERB rules.
4. If the parties have not resolved all issues by 11:59 p.m. on April 3, 2015, each party shall submit to the Fact Finder a written statement defining all unresolved issues and that parties' respective position with respect to the resolution of each unresolved issue. Such statements shall be delivered electronically to the Fact Finder and Chief Spokesperson for the other party by 5 p.m., April 6, 2015.
5. At the request of either party, the Fact Finder may engage the parties in mediation prior to conducting a hearing. If mediation does not result in resolution of all issues, the Fact Finder shall conduct an evidentiary hearing at which the parties may present testimonial

and documentary evidence concerning all unresolved issues. The hearing shall be conducted pursuant to SERB rules.

6. No later than fourteen (14) days following the close of the hearing, or a longer time if the parties mutually agree, the Fact finder shall issue a written report recommending a basis for the resolution of each issue in dispute, pursuant to the provisions of SERB rules and ORC Section 4117.14.
7. The parties shall have twenty-one (21) calendar days following the receipt of the Fact finder's written recommendations to reject those recommendations and all other tentative agreements reached during the course of negotiations, pursuant to ORC Section 4117.14(C)(6).
8. If neither party rejects the recommendations of the Fact Finder, the recommendations shall be deemed agreed upon. The Office of Collective Bargaining shall prepare final draft(s) of the complete agreement and submit it to the respective chief spokespersons for their review and approval.
9. In the event that either party rejects the recommendations of the Fact Finder, the provisions of ORC and OAC relating to conciliation shall govern for those employees who are subject to such provisions.

FOR OCSEA/AFSCME, Local 11

FOR THE STATE OF OHIO



Steven Kreisberg
Chief Spokesperson



Daniel J. Guttman
Chief Spokesperson

Dated: 2/9/2015

Dated: 2/7/2015



Christopher A. Mabe
President, OCSEA

Dated: 2/9/15

2015 AGENCY SPECIFIC BARGAINING GROUNDRULES
BY AND BETWEEN
THE STATE OF OHIO
AND
OCSEA/AFSCME, LOCAL 11

1. Agency specific negotiations (Appendix Q) will commence and meeting dates and locations will be scheduled by mutual agreement of the parties.
2. Agency specific topics will be presented at the first scheduled agency specific negotiating session for that agency. No new topics may be introduced after the first scheduled session. This does not prohibit either party from submitting counterproposals on the other party's topics.
3. Each party will identify an Agency Chief Spokesperson. The Agency Chief Spokesperson will have the authority to negotiate and enter into tentative agency agreements on behalf of their respective constituents. Each Agency Chief Spokesperson may designate an alternate person to represent them at negotiations.
4. The fact that items are proposed, modified or withdrawn will not imply intent or meaning to existing contract provisions and will not hold any evidentiary value in future bargaining, meetings, mediation, arbitration, or ULP hearings.
5. A caucus may be called at any time during the negotiations by the Agency Chief Spokesperson of either party.
6. No mechanical recording devices will be used during discussions. Each party is responsible for its own notes and records of the proceedings. Notes and records by any party will not be later referred to as the basis for intent. Nothing in this section prohibits either party from using a computer or tablet for the purpose of note taking.
7. All proposals and counterproposals shall be presumed as rejected unless tentatively agreed to by both parties. The signatures or initials of the Agency Chief Spokespersons on the proposal or counterproposal will denote tentative agreement. All tentative agreements must be taken to the main table for final approval. The Chief Spokespersons at main table may reject, in whole or part, an agency specific tentative agreement. If rejected, the Chief Spokespersons may mutually agree to return it to the Agency Specific team for further negotiations or may take alternative action subject to the limitations in section 17 of the main table ground rules.
8. There shall be no public disclosure of discussion of issues being negotiated during the course of negotiations by either party, unless and until an impasse is reached on all unresolved issues. This shall not preclude OCSEA from communicating with its membership regarding the negotiations.
9. Agency specific agreements reflected in the current contract will remain in the newly negotiated contract, unless and until both parties mutually agree to modify them, unless an issue from the agency specific agreement is selected for fact-finding. If an issue is selected for fact-finding, the fact-finder's recommendation shall be the language presented for ratification.
10. The parties will mutually agree to the size of the bargaining teams. Union negotiating team members shall be assigned to day shift on days the parties meet for negotiations and shall be compensated for up to eight (8) hours pay at their regular rate of pay for each workday. If negotiations occur on a day that is normally the negotiation team member's day off, the parties will mutually agree to a different day off for that negotiator during that same week. Travel, meals and lodging expenses associated with any negotiating meeting shall be the responsibility of the respective parties. ODOT members of the

negotiating team shall be marked as excused refusals for any Monday through Friday overtime opportunities missed during weeks that the parties hold negotiating sessions. The same shall only apply for weekends and holidays if the parties agree to hold a negotiating session on the weekends or holidays.

FOR OCSEA/AFSCME, Local 11

FOR THE STATE OF OHIO



Steven Kreisberg
Chief Spokesperson

Dated: 2/9/2015



Daniel J. Guttman
Chief Spokesperson

Dated: 2/7/2015



Christopher A. Mabe
President, OCSEA

Dated: 2/9/15

GROUND RULES COVERING NEGOTIATIONS
FOR A SUCCESSOR 2015 CONTRACT

BY AND BETWEEN

THE STATE OF OHIO
AND
OCSEA/AFSCME, LOCAL 11

1. The opening of negotiations, initial exchange of proposals, and subsequent main table negotiating sessions between the State of Ohio, Office of Collective Bargaining (OCB) and OCSEA/AFSCME, Local 11, will be conducted at OCSEA, 390 Worthington Road, Westerville, Ohio. Agency specific negotiations will be held at a location mutually agreed to by the Agency and OCSEA.
2. The cost of meeting/caucus room expenses, if any, will be shared equally between the parties whenever such expenses are directly related to a negotiating session.
3. The following dates are tentatively scheduled for negotiations and caucuses: February 11, 12, 17, 18, 19, 24, 25, 26 and March 17, 18, 19, 24, 25, and 26, 2015. The parties will mutually agree on which dates main table negotiations will occur and which dates will be for caucus on an ongoing basis. Tentative dates for mediation, if necessary, are March 3, 4, 5, and 12 and such other dates as may be mutually agreed to by the parties. The tentative timeframe for a fact-finding hearing, if necessary, is the week of April 6, on dates mutually agreed to by the parties, along with such other dates as may be mutually agreed to by the parties. The fact-finder may engage the parties in mediation prior to the hearing. Meetings may be cancelled, added, or rescheduled by mutual agreement of the parties or by a party when unforeseen difficulty necessitates a party's cancellation of a meeting.
4. The bargaining teams shall not exceed twenty-one (21) persons, excluding members of the Union and OCB administrative staffs. Additional union and management representatives may participate in supplemental negotiations when necessary to ensure agency representation on agency-specific issues or to provide technical information. The number of additional representatives shall be mutually agreed to by the parties. Casual dress is acceptable for the negotiating sessions.
5. No mechanical recording devices shall be used during negotiating sessions and a verbatim record of the proceedings shall not be kept. Each party is responsible for taking its own notes. Nothing in this section prohibits either party from using a computer or tablet for the purpose of note taking. While in main table negotiations, no member of either bargaining team or the OCSEA or OCB administrative staffs shall be permitted to use a cell phone, smart phone, tablet, or other electronic device, to transmit information concerning the negotiations to any individual not present.
6. Each party shall designate a Chief Spokesperson who shall have the authority to negotiate and enter into tentative agreements on behalf of their respective constituents. The Chief Spokesperson for the State shall be Daniel J. Guttman and the Chief Spokesperson for the Union shall be Steven Kreisberg, each of whom may designate an alternate person to represent them at negotiations. In order for any tentative agreement to be valid, it must be signed by each of the Chief Spokespersons, or their designees, and Christopher A. Mabe, on behalf of OCSEA.
7. Union negotiating team members shall be assigned to a Monday through Friday day/first shift throughout the course of negotiations and shall be compensated for up to eight (8) hours pay at their regular rate of pay for each workday they are released for negotiations. Travel, meals and lodging expenses associated

with any negotiating meeting shall be the responsibility of the respective parties. Union members involved in main table negotiations will not be penalized or disciplined for any time missed pursuant to ODOT's Consistent Refusal Policy.

8. All requests for information or data shall be transmitted, in writing, from one Chief Spokesperson to the other Chief Spokesperson.
9. All proposals and counterproposals shall be submitted in writing from one Chief Spokesperson to the other. All proposals and counterproposals shall be numbered and dated. Sufficient copies of all proposals, counterproposals, and other materials shall be submitted for each party's bargaining team.
10. All proposals and counterproposals shall be presumed to be rejected, unless they are specifically tentatively accepted by the other party. Each party shall signify its acceptance by the signature or initials of its Chief Spokesperson on the proposal or counterproposal. Such tentative agreements are tentative only and subject to the final agreement on a total contract and subsequent ratification by each party, pursuant to ORC 4117.14.
11. The initial exchange of proposals shall only consist of executive summaries. The Union shall submit an executive summary on non-economic topics at the first negotiating session. The State shall submit an executive summary on non-economic topics at the second negotiating session. The parties shall mutually agree on dates for submission of executive summaries of economic items. Except by mutual agreement of the parties subsequent to the submission of the executive summaries, no proposals on a new subject shall be made by either party, except that either party may submit counterproposals from its own or the other party's proposals.
12. A caucus may be called at any time during the negotiations by either team's Chief Spokesperson.
13. During the course of the negotiations, and until such time as a resolution or an impasse is reached on all issues submitted to negotiations, the parties agree that there shall be no public disclosure or discussion of the issues being negotiated, except as mutually agreed. No publication of exchanged bargaining proposals shall be made that may result in public viewing of the proposals, including publications or proposals on the parties' web sites. Nothing herein is intended to restrict the right of the Union to communicate with its membership regarding the negotiations consistent with the provisions of ORC 4117.
14. The parties may, from time to time and by mutual agreement, break into sub-groups to facilitate negotiations. Any conclusions reached or determinations made by such sub-groups shall be referred to the main table for review and final agreement.
15. Any agreements of the parties that relate solely to particular agencies or bargaining units as appear in Appendix Q, rather than to all agencies of the State and units, shall identify the agencies to which they apply. Any such agreements shall be submitted to the main table for approval. Acceptance by each party shall be indicated by the signature or initials of its Chief Spokesperson on the agreements. If accepted by both parties, such agreements shall be included in a single supplemental agreement, separate and apart from the text of the primary agreement, which shall contain only those provisions that apply to all State agencies and units, but shall be included in the overall ratification of the contract. Agency specific negotiations shall conclude not later than March 12, 2015. Each party has the right to move open agency specific issue(s) to the main table discussion on March 17, 2015.
16. Should the parties fail to reach an agreement on all issues by a mutually agreed upon date, a Mediator shall assist the parties pursuant to the Mutually Agreed Dispute Resolution Procedure executed by the

parties. Any main table issue where tentative agreement has not been reached may be taken by either party through the Mutually Agreed Dispute Resolution Procedure. Additionally, each Chief Spokesperson may select up to five (5) issues from the negotiations relating solely to particular agencies or bargaining units from Appendix Q to carry forward through the Mutually Agreed Dispute Resolution Procedure. The issues shall be selected by each respective party prior to the first day of mediation and identified as to Appendix location. An issue shall be broadly defined to mean a subject matter area, and if a subject matter may be found in several locations in the Appendix it shall be considered a single issue for the purpose of the five (5) issue limitation set forth herein, e.g. vacation, seniority, etc. The issues selected from Appendix Q carried forward through the Mutually Agreed Dispute Resolution Procedure shall be limited to current subject matter areas addressed within Appendix Q.

17. After agreement has been reached on all terms of a proposed agreement between the parties, the terms of the proposed agreement shall be prepared by the Office of Collective Bargaining and shall be submitted to the respective Chief Spokespersons for review and approval.
18. A sub-committee will be designated at the conclusion of negotiations to make housekeeping changes. The sub-committee may make housekeeping changes to the final agreement until the agreement goes to print. Housekeeping changes shall be submitted to the Chief Spokespersons, or their designees, for review and approval.
19. The fact that items are proposed, modified or withdrawn will not imply intent or meaning to existing contract provisions and will not hold any evidentiary value in future bargaining, meetings, mediation, arbitration, or ULP hearings.

FOR OCSEA/AFSCME, Local 11

FOR THE STATE OF OHIO



Steven Kreisberg
Chief Spokesperson

Dated: 2/9/2015



Daniel J. Guttman
Chief Spokesperson

Dated: 2/7/2015



Christopher A. Mabe
President, OCSEA

Dated: 2/9/15

Agreement to Extend the 2012-2015 Collective Bargaining Agreement
By and Between the State of Ohio and
the Ohio Civil Service Employees Association, AFSCME, Local 11, AFL-CIO

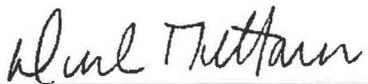
It is hereby mutually agreed by and between the State of Ohio, Office of Collective Bargaining, and the Ohio Civil Service Employees Association, AFSCME, Local 11, AFL-CIO, that the 2012-2015 collective bargaining agreement, set to expire on February 28, 2015, shall be continued under the same terms and conditions until midnight, May 15, 2015. The parties may agree to an additional extension of time. Such additional agreement shall be reduced to writing and executed by the parties.

FOR OCSEA/AFSCME, Local 11

FOR THE STATE OF OHIO



Steven Kreisberg
Chief Spokesperson



Daniel J. Guttman
Chief Spokesperson

Dated: 2/9/2015

Dated: 2/7/2015



Christopher A. Mabe
President, OCSEA

Dated: 2/9/15