

**Voting Yes vs. Voting No:
A Guide to What Your Vote Means
(Revised 7/25/20)**

Voting Yes	Voting No
<ul style="list-style-type: none"> • The proposed contract will be in effect until December 31, 2021. • Pay reductions will be in effect for FY 2021 (7/1/2020 - 6/30/2021). • Increases in employee health care contributions will be in effect for the calendar year 2021. • All non-economic changes will be added to the contract and be in effect through December 31, 2021. • The layoffs announced by the Board will go forward. • Those who are laid off will get severance pay if they sign a release and waiver of claims against the University. • Those who meet the parameters for a furlough before retirement would be able to take that furlough and then retire and collect their sick leave payout. *They would also be eligible for severance if they sign a release and waiver of claims against the University. *This point was corrected 7/28/20 • Those who were laid off will have certain recall rights for three years. • Those who were laid off will have the right of first refusal for PT teaching. • Those who were laid off will have fee remission as spelled out in the MOU. 	<ul style="list-style-type: none"> • The proposed contract will not go into effect. We would return to negotiations, and the current contract will continue through December 31, 2020. • The layoffs will remain in effect while we are in arbitration. The arbitrator will be ruling on the Chapter's grievance regarding Article 15, including whether force majeure applies and, if so, whether force majeure excuses compliance with Sections 6 through 11 of Article 15. As explained elsewhere, midterm modifications would not be heard at this first arbitration, and the University may revoke its request for midterm modifications prior to an Article 33 arbitration. • The pay reductions and increases to employee health care contributions will not go into effect. All of the non-economic changes that are part of the proposed CBA would not become part of the CBA unless they become part of a future agreement. • Those who are laid off will not be entitled to receive severance payments in exchange for signing releases. • Those who are laid off will not be entitled to fee remission benefits. • Recall rights and rights of first refusal for PT teaching would be dependent on the outcome of the Article 15 arbitration. • Those who are eligible for furlough until attaining Age 65 under the proposed agreement will not be entitled to those furloughs. They will have the choice

<ul style="list-style-type: none"> The grievance filed about the use of the force majeure clause in Article 15 would be withdrawn but our ability to challenge future actions by the University under Article 15 would be preserved. 	<p>between retiring prior to August 21, 2020 to get their sick leave payout and being laid off effective 8/21/2020 and being eligible for unemployment.</p>
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Other Things You Should Know Before You Vote:

- Voting “yes” means the layoffs will take place as announced by the University.
- Voting “no” does not mean that layoffs will not happen.
- We cannot predict how the arbitrator will rule on the Article 15 arbitration. He could agree with the Administration, in which case the current layoffs would stand. If the Chapter is successful (in part or in full) at the arbitration, the Administration may alter the layoffs or initiate retrenchment under Article 15 consistent with whatever the decision of the arbitrator is. Retrenchment could increase the number of individuals on the layoff list.
- If the Chapter wins the Article 15 arbitration, the parties could return to the negotiating table to work out a resolution. The Chapter could then negotiate regarding the layoffs from a stronger position or the Administration could decide not to negotiate and proceed with retrenchment, although this would be contrary to the Administration’s interests.
- Based on the Administration’s current opposition to arbitrating the Article 15 grievance and the issues related to Article 33 Section 3 together, the arbitrator would have no authority to award severance when deciding the Article 15 grievance. However, if the Chapter prevails in arguing that Sections 6-11 of Article 15 apply to the layoff, those laid off would be entitled to more notice than they received.
- The Administration is claiming that it will not be able to pay its bills through FY 2021 if this deal isn’t ratified. The Chapter questions this assertion because there are alternative ways in which the Administration could cut its expenditures. Nor have we been provided with all of the information necessary to independently verify the current state of the University’s finances, although we continue to push for this information.
- Voting “yes” will put the future of several of our programs in jeopardy as a result of the layoffs.
- Voting “yes” will make us the only Ohio public college/university so far to have laid off tenured faculty without notice or following established procedures. This creates a precedent that makes it much easier for our Administration to do this again and for other university Administrations to follow their lead.
- The Negotiating Team has asked the Administration to provide the criteria by which the layoff decisions were made. The Administration agreed to provide this information to the Chapter but has yet to do so.
- If the proposed contract is ratified, a precedent will be established that will make it difficult for our NT to bargain from a position of strength in future negotiations.
- If this proposed contract is not ratified (i.e., if the majority of members vote no), we cannot lawfully strike this year because the current contract will still be in effect through December 31, 2020.

