NOTICE OF SETTLEMENT AND OF NEW RELIGIOUS ACCOMMODATION PROCEDURE CONCERNING PAYMENT OF UNION DUES OR FAIR SHARE FEES

TO ALL STATE OF OHIO EMPLOYEES WHO HAVE A SINCERE RELIGIOUS OBJECTION TO ASSOCIATING WITH AND/OR FINANCIALLY SUPPORTING A UNION THAT IS A PARTY TO A COLLECTIVE BARGAINING AGREEMENT WITH THE STATE OF OHIO THAT APPLIES TO THEM:

PLEASE READ THIS NOTICE CAREFULLY.

On August 26, 2005, the United States filed a lawsuit claiming that the State of Ohio ("State") violated Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, et seq., as amended ("Title VII") by engaging in religious discrimination against State employees who hold sincere religious objections to associating with and financially supporting a union to which they are required to pay fair share fees pursuant to a collective bargaining agreement between the union and the State, but who are not members and adherents of religions that historically have held conscientious objections to joining or financially supporting unions.

On September 23, 2005, the Equal Employment Opportunity Commission ("EEOC") filed a similar lawsuit against the Ohio Civil Service Employees Association, AFSCME, Local 11, AFL-CIO ("OCSEA"), which subsequently was consolidated with the United States' lawsuit. The EEOC claimed that OCSEA also violated Title VII by engaging in religious discrimination against State employees who are required to pay it fair share fees, pursuant to a collective bargaining agreement between OCSEA and the State, and who hold sincere religious objections to associating with and financially supporting OCSEA, but who are not members and adherents of religions that historically have held conscientious objections to joining or financially supporting unions.

The State and OCSEA have denied the allegations made against them. In the interest of avoiding contested litigation, the United States, the EEOC, the State, and OCSEA have reached a settlement, which has been memorialized in a Consent Decree. The Consent Decree was approved and entered by the United States District Court for the Southern District of Ohio (Eastern Division), on September 5, 2006. The cases are called United States of America v. State of Ohio, *et al.*, Case No. 2:05-cv-799 (S.D. Ohio) and Equal Employment Opportunity Commission v. Ohio Civil Service Employees Association, AFSCME, Local 11, AFL-CIO, *et al.*, Case No. 2:05-cv-881 (S.D. Ohio). This notice is being provided under the terms of the Consent Decree.

Under the terms of the Consent Decree, the State and OCSEA are to abide by and implement the following religious accommodation procedure ("Accommodation Procedure") which has been incorporated into their 2006-2009 collective bargaining agreement, and the State must exercise its best efforts to incorporate the Accommodation Procedure into all of its other

prospective collective bargaining agreements, including its 2006-2009 collective bargaining agreements:

> An employee may file notice with the Union, at its Central Office, challenging the deduction of dues or fair share fees on the basis of bona fide, sincerely held religious beliefs under Title VII. The notice must contain a current mailing address and the social security number of the employee. Upon receipt of said notice, the Union shall notify the Office of Collective Bargaining (OCB), in writing, that the dues or fair share fees of the employee are to be withheld, but not remitted to the Union, until further notice. The Union shall forward an "Application for Religious Exemption" to the employee for completion.
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> The application shall be reviewed for approval within sixty (60) days of receipt. Should the parties be unable, within this time period, to resolve the matter by either a written agreement or a withdrawal of the application, the matter shall be set for arbitration. Similarly situated applications may be scheduled for arbitration collectively. The employee(s) and the Union shall mutually agree upon an Arbitrator, and except as may otherwise be agreed upon, in writing, between the employee and the Union, the arbitration shall be conducted in accordance with this agreement. If the parties cannot agree to an Arbitrator, then they shall secure a list of seven (7) Arbitrators from FMCS and use the alternate strike method to determine the Arbitrator. The expense of the arbitration shall be borne by the Union.
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> The Arbitrator shall analyze the claim in accordance with the standards of Title VII and all applicable case law. If the Arbitrator determines that the employee is entitled to relief under Title VII, the Arbitrator shall direct that the appropriate portion of the dues or fair share fee attributable to the employee be directed to a charitable organization mutually agreed upon between the employee and the Union. If the Arbitrator determines that the employee is not entitled to relief under Title VII, then the application shall be dismissed. Any accommodation shall comply with Title VII. The Union shall forward a copy of the arbitration decision to OCB in order to direct the payment of funds that have been withheld but not remitted to the Union, and any future dues or fair share fees of the affected employee in compliance with the decision and this section.

As explained in the Consent Decree, the arbitration process set forth in the above Accommodation Procedure does not prevent a State employee from pursuing his or her statutory rights under Title VII by filing a charge of religious discrimination with the EEOC and filing suit in court. Furthermore, a State employee may file a charge of religious discrimination with the EEOC without submitting to the above Accommodation Procedure's arbitration process. If a State employee chooses not to submit to the above Accommodation Procedure's arbitration process, then the State will continue to withhold the employee's dues or fair share fees from the relevant union until it determines that the employee's request for a religious accommodation has been resolved (such as by a resolution reached before the EEOC or a court), at which point the State will disburse the employee's dues or fees pursuant to that resolution. However, notwithstanding the State's determination, the employee still will have the right to pursue all available remedies under Title VII, if he or she has not already done so.

Also, please note that a State employee need not be a member of a specific church or religious body in order to be entitled to the religious accommodation described in the above Accommodation Procedure. Rather, if a State employee holds to sincere, personal religious observances, practices, or beliefs that prohibit the State employee from paying dues or fair share fees to the union to which he or she is required to pay such dues or fees,

the State employee may be entitled to the religious accommodation described in the above Accommodation Procedure.

If you pay dues or fair share fees to a union other than OCSEA and would like to find out whether the above Accommodation Procedure has been incorporated into the State's collective bargaining agreement with the union to which you pay dues or fair share fees, please contact the union or your State employer's Equal Employment Opportunity Office, or visit the following Internet website: http://www.das.ohio.gov/ocb/OCBcontracts.html.

If the State has not incorporated the above Accommodation Procedure into its collective bargaining agreement with the union to which you pay dues or fair share fees, and if you have a sincere religious objection to associating with and/or financially supporting that union, you still may request a religious accommodation redirecting all of your dues or fees to a charity mutually agreeable to you and the union. To make such a request to the State, you must notify the Ohio Department of Administrative Services' Office of Collective Bargaining ("OCB"), in writing, that you have a sincere religious objection to associating with and/or financially supporting the union and therefore object to paying dues or fair share fees to the union. Your notification letter also must provide your current mailing address and your social security number, and must be mailed to the following address:

Office of Collective Bargaining
100 E. Broad Street, 18th Floor
Columbus, Ohio 43215
Attn: David Simpson

After OCB receives your notification letter, the State will continue to deduct your dues or fees, but will forward to the union a copy of your letter and will withhold your dues or fees from the union until the above Accommodation Procedure is incorporated into the State's collective bargaining agreement with the union, at which point your dues or fees will be administered pursuant to the above Accommodation Procedure. If, however, the State is unable to incorporate the above Accommodation Procedure into its collective bargaining agreement with the union, the State will continue to withhold your dues or fees from the union until it determines that your request for a religious accommodation has been resolved (such as by an agreement reached between you and the union, or by a resolution reached before the EEOC or a court), at which point the State will disburse your dues or fees pursuant to that resolution. However, notwithstanding the State's determination, if you disagree with how your accommodation request has been resolved, you still will have the right to pursue any and all remedies available to you under Title VII, if you have not already done so.

Should you have any questions about this notice, please contact your State employer's Equal Employment Opportunity Office, or contact OCB at (614) 466-0570.