

AGREEMENT BETWEEN

OHIO ENVIRONMENTAL COUNCIL

AND

**CHICAGO AND MIDWEST REGIONAL JOINT BOARD,
WORKERS UNITED (an SEIU affiliate)**

Effective June 13, 2020 – June 30, 2023

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COLLECTIVE BARGAINING AGREEMENT OHIO ENVIRONMENTAL COUNCIL

THIS AGREEMENT is made and entered into at Columbus, Ohio this 13th day of June 2020 by and between OHIO ENVIRONMENTAL COUNCIL hereinafter referred to as the EMPLOYER, and CHICAGO AND MIDWEST REGIONAL JOINT BOARD, WORKERS UNITED (an SEIU affiliate), hereinafter referred to as the UNION.

Witnesseth:

Whereas, it is the desire of the said Union and the Employer to enter into an Agreement to establish an amicable settlement and adjustment of all grievances and which will tend to stabilize and strengthen the business of the Employer and to establish wage rates and working conditions, which will prevail between the parties hereto during the existence of the Agreement.

ARTICLE 1 **RECOGNITION OF THE UNION**

Section 1.1 The Employer agrees to recognize and hereby does recognize the Union as the sole and exclusive collective bargaining agent with respect to rates of pay, hours and all other terms and conditions of employment for the appropriate bargaining unit herein established and described as follows:

INCLUDED: All full time and regular part-time employees employed by the employer in the State of Ohio.

EXCLUDED: Executive Director, Deputy Executive Director, Chief of Staff, Vice Presidents, Finance Manager, Executive Assistant, Communications Director, Staff Attorney, Managing Directors, and General Counsel.

Section 1.2 If the Employer establishes a newly created classification which did not exist on the effective date of this Agreement, the Employer will notify the Union of the newly created classification and whether such a position is to be included into the bargaining unit. If the position is to be included within the bargaining unit the Union shall have ten (10) days to request a meeting for the parties to negotiate the pay rate for the position. If the Union disagrees with the determination of the positions status as included or excluded from the bargaining unit the Union shall have ten (10) days to request a meeting with the Employer to determine whether or not the position shall be included in the bargaining unit. If the parties disagree, the decision of the NLRB will be final.

ARTICLE 2 **UNION SECURITY**

Section 2.1 No present employee, who, prior to the date of this Agreement, was receiving more than the rate of wages or vacations designated in this Agreement, for the class of work in which the employee was engaged, shall suffer a reduction in the rate of wages or vacations from the application of this Agreement.

Section 2.2 The Business Representative shall be permitted access to work areas at all reasonable times only for the purposes of adjusting grievances, assisting in the settlement of disputes and for attending Labor/Management meetings. The Business Representative of the Union shall make his or her presence at the facility known to Management prior to contracting employees. During unpaid time the Business representative shall be permitted to access work areas to meet with Union members.

Section 2.3 The Employer shall recognize the Steward/Alternate Steward who shows authority from the Union as a duly accredited Union representative who, upon notification and approval of his or her designated supervisor, may meet with Union members to investigate all grievances.

Section 2.4 The Union agrees that no representative of the Union, either employee or non-employee, shall interfere with, interrupt or disrupt the normal work duties of employees.

ARTICLE 3

MANAGEMENT RIGHTS

Except as specifically limited by the express written provisions of this Agreement, the management of the Employer and the direction of the working forces shall be vested solely and exclusively in the Employer. This provision shall include, but is not limited to, the right to hire; to determine the quality and quantity of work performed; to determine the number of employees to be employed; to lay off employees; to assign and delegate work; to enter into contract for the furnishing and purchasing of supplies and services; to maintain and improve efficiency; to require observance of Employer rules, regulations, retirement and other policies; to discipline or discharge employees for cause; to schedule work and to determine the number of hours to be worked; to determine the methods and equipment to be utilized and the type of service to be provided; and to change, modify or discontinue existing methods of service and equipment to be used or provided. It is understood that the interpretation and implementation of the provisions of this Article will at no time involve the violation of federal or state laws, rules or regulations.

ARTICLE 4

NON-DISCRIMINATION

Section 4.1 The provisions of this Agreement shall be applied equally to all employees without discrimination as to age, sex, race, color, sexual orientation, gender identity, creed, national origin, religion, military status, veteran status, genetic information, disability, or any other Federal, State of Ohio, or Local protected class.

Section 4.2 The Employer and the Union agree that Union membership or non-membership is at the discretion of the employee and that neither the Employer or Union will discriminate against any employee because of such membership or non-membership.

Section 4.3. All references to employees in this Agreement designate all employees regardless of gender or sex, and wherever gender is used it shall be construed to include all employees regardless of sex or gender.

ARTICLE 5

DUES CHECK-OFF

Section 5.1. The Employer agrees to deduct regular applicable initiation fees and Union membership dues in amounts authorized by the Union, from the pay of any bargaining unit employee eligible for membership dues and who is a member in the Union, and upon the individual employee voluntarily signing and submitting a written authorization for dues deduction. Upon receipt of the proper authorization form and following successful completion of thirty (30) calendar days of employment with the Employer, the Employer will deduct Union dues from the employee's payroll check for the pay period following the pay period in which the authorization was received and in which dues are normally deducted by the Employer.

Section 5.2. The Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article. The Union agrees to indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer hereunder. If applicable, it shall be the responsibility of the employee to obtain appropriate refunds from the Union. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 5.3. The Employer shall be relieved from making such individual "check-off" upon an Employee's:

1. Termination of employment;
2. Transfer to a job other than one covered by the bargaining unit;
3. Layoff from work;
4. An unpaid leave of absence; or
5. Revocation of the check-off authorization.

Section 5.4. Employees who are members of the Union may revoke their union membership at any time by sending written notice to the Union of their desire to drop their union membership. Revocation of membership does not terminate fair share withholding.

Section 5.5. The Employer shall not be obligated to make dues, fees or assessment deductions of any kind from any employees who, during any dues month involved, shall have failed to receive sufficient wages to equal the deductions.

Section 5.6. It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer in writing, within thirty (30) days after the date such an error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next period that Union dues deduction would normally be made by deducting the proper amount.

Section 5.7. The Manager of the Union agrees to certify in writing no later than twenty-five (25) days prior to January 1st the rate at which dues are to be deducted, if changed. Such change will go into effect the next pay period following the anniversary date of the Agreement.

Section 5.8. Fair Share Fee: All bargaining unit employees who are not members in good standing of the Union are required to pay a fair share fee to the Union as a condition of continued employment. All bargaining unit employees who do not become members in good standing of the Union are required to pay a fair share fee to the Union, as a condition of employment. This condition is effective thirty-one (31) days from the employee's date of hire, or the date this Agreement is signed by the parties, whichever is later.

The fair share fee amount will be certified to the Employer by the Union. The deduction of the fair share fee from any earnings of the employee is automatic and does not require a written authorization for payroll deduction. The Employer agrees to notify newly hired employees of the requirement to pay the fair share fee.

The deductions of fair share fees will not be made until the Employer receives written notice to begin deductions from the Union.

Payment to the Union of fair share fees deducted will be made according to the same provisions of the Agreement that govern the payment to the Union of the regular dues deductions.

The payment will be accompanied by an alphabetical list of the name and current address of those employees for whom a deduction was made and the amount of the deduction. This list must be separate from the list of employees who had union dues deducted.

Section 5.9. The Employer shall withhold the applicable Union dues or fair share fees on a bi-monthly basis in accordance with the Employer's payroll practices. The Employer shall remit the withheld dues or fair share fees to the Union care of Chicago Midwest Regional Joint Board, 333 S. Ashland Ave, Chicago IL 60608 within fourteen (14) days of the close of each month.

ARTICLE 6

PAYROLL DEDUCTIONS

Section 6.1 Upon receipt of a written check-off authorization from an employee, the Employer agrees to deduct each month during the term of this Agreement the applicable initiation fees and monthly dues and assessments uniformly required for obtaining and maintaining membership in the Union from the pay of each employee covered by this Agreement and shall remit the same to the Union, no later than fourteen (14) days after the end of the month. No deductions shall be made which are prohibited by applicable law, and no obligations under this Article shall exist unless and until the Union has complied with all legal obligations regarding employee options concerning union membership and the payment of dues or fees.

Section 6.2 The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer, for the purpose of complying with any of the provisions of this Article.

Section 6.3 Other payroll deductions shall be allowed if mutually agreed to by the employee and the Employer. Any change in payroll deductions, once started, shall be mutually agreed to by both parties. There will be two (2) paydays each month: The fifteenth (15th) and the thirtieth (30th). If the payday falls on a Saturday, Sunday or holiday, the preceding business day will be the payday.

Section 6.4 The Employer shall provide for payroll deduction for all employees who voluntarily authorize such a deduction as a contribution to the Workers United for Political Power Campaign Committee, or any successor thereto. All payroll deductions to Workers United for Political Power Campaign Committee shall be based on written authorization cards signed by the employee.

Employer shall make the deduction for the Workers United for Political Power Campaign Committee for each payroll period or other designated work period worked by the employee who has authorized the deduction. Employer shall promptly transmit the amounts deducted from employees' paychecks for the Workers United for Political Power Campaign Committee, in a separate transmittal from dues, to Workers United for Political Power, Chicago & Midwest Regional Joint Board, 333 S Ashland Ave, Chicago, IL 60607.

Workers United shall indemnify, defend, and save the Employer harmless against any and all claims, demands, suits, or other terms of liability that shall arise out of and by reason of an action taken by Employer in reliance upon PAC payroll deduction cards submitted to the Employer.

The parties acknowledge that the Company's cost of administration of this payroll deduction has been taken into account by the parties in their negotiation of this Agreement and have been incorporated in the pay and benefit provisions of this Agreement.

ARTICLE 7

EXECUTIVE TEAM

Section 7.1 The Union shall be permitted to select two (2) members to sit on the OEC's executive team. Service on the executive team in no way impacts those members' ability to participate in or be represented by the Union. The members selected to the executive team shall have the authority to participate on matters discussed by the executive team. The parties agree Union members may be excluded from topics that are confidential in the collective bargaining process. Accordingly, the topics to be discussed by the executive team, with the inclusion of the two Union members, shall include:

- issues of work load;
- new or expanded campaigns and/or projects;
- trainings for staff; and
- review potential changes to Employee Benefits and recommend those changes to the Board of Directors.

Section 7.2 In the event that there are substantial increases to an employee's workload their manager will meet with the employee to discuss their workload and expectations prior to assigning the additional work. If the employee has concerns about completing the workload, they may present their concerns to the executive team. The executive team will attempt to balance workload by

consensus. The final decision on the distribution of work is at the sole discretion of the Executive Director.

Section 7.3 "Substantial increases" is defined as an increase of ten (10) or more hours per week for a period of at least eight (8) weeks.

ARTICLE 8

LABOR MANAGEMENT COMMITTEE

Section 8.1 The Labor/Management Committee will meet quarterly. The Union will select three (3) members to serve on the committee. The Employer will select three (3) representatives to serve on the committee. Furthermore, both parties will submit their agenda before each meeting.

Section 8.2. The purpose of such meetings shall be to:

- A. Discuss the administration of the Agreement
- B. Notify the Union of changes made by the Employer which affect the bargaining unit employees.
- C. With written approval of the grievant, discuss grievances which have not been processed beyond the final step of the Grievance Procedure.
- D. Disseminating general information of interest to the parties.
- E. Discuss ways to increase productivity and improve efficiency; and
- F. Consider and discuss health and safety matters relating to employees.
- G. Discuss any other terms and conditions of employment

Section 8.3. Labor/Management meetings are not to be negotiation sessions to alter or amend the basic Agreement.

Section 8.4 The parties agree to hold a joint Federal Mediation and Conciliation Services labor management training on a mutually agreeable date after ratification of the agreement.

ARTICLE 9

HIRING AND TERMINATION

Section 9.1 The Employer shall, via email, provide all employees with timely notice of all job vacancies/postings. Posted job descriptions shall be written using a standardized format that encourages qualified members of traditionally and/or historically marginalized communities to apply. Where possible, the substitution of work experience for college degrees, the allowance of flexible working hours and the inclusion of transferable skills which can be substituted from one type of position to another will be used to ensure that minorities and women are not excluded from qualifying for job openings.

Section 9.2 All hiring committees for any and all vacancies/postings at the organization shall include no less than one (1) Union employee and no less than one (1) Justice, Equity, Diversity, and Inclusion Committee member. The Employer shall notify the Union within three (3) business days of the hire of a new employee and shall notify the Union in writing within three (3) business days after a new employee begins work, giving the employee's name, address, classification, rate of pay and the date the employee was put to work.

Section 9.3 Regular full-time and regular part-time employees shall be hired on a probationary period for the one hundred eighty (180) calendar days. Termination or discipline during this period will not be subject to review by the Union. A probationary period may be extended by mutual agreement of the Union and the Employer for up to one hundred (180) calendar days.

Regular probationary meetings shall be held at least every two (2) months. The supervisor shall provide the employee with feedback on their performance and expectations.

Section 9.4 In the first five (5) workdays after hire, all new employees shall receive a one (1) hour orientation from the Union. Staff time required to complete this orientation shall be paid by the Employer.

Section 9.5 No employee shall be disciplined or discharged except for just cause. Upon termination, an employee, upon request, shall receive written notice from the Employer or the Employer's agents stating the true cause of termination. Upon termination, employees shall be paid for all accrued and unused vacation.

Section 9.6 Promotions shall be made on the basis of seniority and qualifications. In the event two or more employees have the same relative qualifications, the employee with the greatest seniority shall be selected. An employee promoted to a higher position shall, at the minimum, be placed at the entry rate of pay for the applicable pay band or shall receive a five percent (5%) wage increase, whichever is greater. All employees so promoted shall be placed on the higher rated job for a probationary period of one hundred eighty (180) days. In the event the employee does not successfully pass the probationary period, such employee shall be given his or her former position without any loss of seniority and will be returned to their previous rate of pay.

Section 9.7 In the event of a layoff, any employee who completed one (1) or two (2) years of continuous service shall receive two (2) weeks of severance pay. Any employee who has completed three (3) to four (4) years of continuous service shall receive three (3) weeks of severance pay. Employees with more than five years of continuous services shall receive four (4) weeks of severance pay plus one (1) additional week for each year of service in excess of five (5) years. In no event shall the severance payment exceed twelve (12) weeks.

ARTICLE 10

PERMANENT FULL-TIME AND PART-TIME EMPLOYEES

Section 10.1 Permanent employees are immediately entitled to full benefits, subject to any waiting period set forth in the Employer's medical, dental, and vision insurance plans, under the terms of the Agreement accrued from the date of employment.

Section 10.2 A permanent part-time employee who works thirty (30) or more hours a week shall be entitled to all benefits.

Section 10.3 Temporary employees are those who are hired to work a regular schedule during a specific period of time not to exceed ninety (90) days. The limitation of ninety (90) days shall not apply to employees who are hired as Policy or Legal Fellows, work study students or those hired to

replace a regular employee on sick leave or leave of absence. The Employer shall notify the Union in writing of all employees who are temporarily hired or on-call.

Section 10.4 The Employer agrees not to hire Temporary Employees or Independent Contractors to fully replace a previously laid-off bargaining unit employee.

ARTICLE 11 **SENIORITY**

Section 11.1 Seniority shall be calculated from the employee's first date of hire. Where ability, expertise and experience is equal, seniority shall be observed in layoffs, rehires, transfers, vacation preference, and promotions.

Section 11.2 An employee shall lose his or her seniority rights for any one of the following reasons:

- A. Voluntary termination;
- B. Discharge for cause;
- C. Failure to report from layoff within three (3) working days after notification to report back to work, unless excused by the Employer. Notice shall be sent by the Employer by regular mail, to the employee's last known address;
- D. If the employee exceeds a leave of absence without prior notification and approval;
- E. If the employee is laid off for a period exceeding one (1) year, or for a period equal to his or her seniority at the time, whichever is less;
- F. If the employee accepts gainful employment while on approved leave of absence;
- G. If the employee declines to accept a job on recall from layoff which he or she is capable of performing.

Section 11.3 The Employer, when recalling employees from layoff, shall do so in the inverse order of seniority. The Employer shall recall the last employee laid off; providing, however, that such employee has the qualifications for the position for which the Employer is recalling. Under no circumstances shall the Employer hire from the open market while employees on the recall list qualified to perform the duties of the position are ready, willing, and able to be recalled to work. The last employee laid off from a job will be the first recalled to that job.

Section 11.4 Notice of recall shall be deemed to have been given and received when the employee, any member of his household or family or any person at his or her designation has been informed of the recall by mail.

Section 11.5. Bargaining unit members who voluntarily terminate their employment with the Employer and are reemployed within fifteen (15) months will bridge their seniority after six (6) months of continuous employment at the OEC.

ARTICLE 12 **PROGRESSIVE DISCIPLINE**

Section 12.1 Corrective action may be taken whenever the employee's work performance or misconduct so warrants. Action will be taken progressively except in the event of severe misconduct where an employee may be dismissed immediately.

Section 12.2 The following is the formal process for corrective action:

1. Coaching– Supervisor identifies the deficiency and informs the employee. The Supervisor should determine a course of action to address problem areas on an ongoing basis.
2. Verbal Warning
3. Written Warning
4. Suspensions (with or without pay) and/or Demotion
5. Termination

At the Employee's request, the Steward may accompany the employee for all corrective action steps. The written warning should contain the following information: description of the performance deficiency with examples; description of what needs to be done to correct the problem; a time frame for improvement. The written warning shall be signed by the employee, placed in the employee's personnel file, and a copy is to be given to the employee. The employee shall have the right to provide comments on the written warning. Corrective actions taken shall expire for the purposes of progressive discipline, if no intervening discipline occurs, according to the following schedule:

- Coaching, Verbal Warning and Written Warnings – 12 Months
- Suspensions of three days or less – 24 months
- Suspensions of more than three (3) days and/or Demotion – 48 Months
- Suspension for discriminatory harassment – 60 Months

Section 12.3 Coaching, Verbal, and written warning are not subject to arbitration. Disciplinary suspensions, demotions, and terminations are subject to Arbitration. All discipline may be part of any arbitration record.

Section 12.4. Administering discipline is a management right. Management's decision to administer a certain level of discipline for a given offense is not to be relied on by employees as a binding practice applied to every circumstance.

Section 12.5. Use of Last Chance Agreements. Last Chance Agreements are a non-precedent setting agreement between the Employer, employee, and the Union whereby the employee retains their employment for their agreement to commit to and comply with the specified terms of the Last Chance Agreement. The parties agree that the Employer, an employee, and the Union may enter into a Last Chance Agreement without a vote of Union membership.

ARTICLE 13

GRIEVANCE/ARBITRATION PROCEDURE

Section 13.1 The term "grievance" shall mean an allegation by a bargaining unit employee(s) alleging a violation, misinterpretation, or misapplication of a specific provision of this Agreement. Grievances shall be subject to this grievance procedure. Any dispute or grievance which would change the terms of this Agreement is not a grievance and is not subject to the grievance procedure.

Section 13.2 All grievances must be processed at the proper step in the progression in order to be considered at the next step. Grievances involving suspensions or discharges may be filed directly at Step 2. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer's answer at the last completed step. Timelines outlined in this article may be extended by mutual agreement. For the purposes of the time limits contained herein, a grievance must be presented at each applicable step no later than 3:30 p.m. on the last day.

Any grievance not answered by the Employer's representatives within the stipulated time limits shall be considered to have been answered in the negative and automatically appealed to the next step in the procedure.

Section 13.3 The following steps shall be followed in the processing of a formal grievance:

Step 1 - Submission of Grievance to Supervisor

The employee, with the employee's Steward, shall contact the employee's immediate supervisor and shall orally attempt to affect a settlement of the dispute. Such oral presentation shall be made within seven (7) workdays following the date when the employee knew or reasonably should have known the facts giving rise to the grievance otherwise it will be considered not to have existed. The terms of settlement, if reached, resulting from the oral presentation shall be memorialized in writing.

Within seven (7) workdays after the meeting with the supervisor, if the dispute is not settled, the Steward shall reduce the grievance to writing and submit the written grievance to the employee's immediate supervisor. The written grievance shall contain the following:

- a. Aggrieved employee's name;
- b. Date grievance is being filed;
- c. Date of incident giving rise to the grievance;
- d. A description of incident or statement of perceived facts;
- e. Reference(s) to the Section(s) of the Agreement alleged to have been violated;
- f. The remedy sought.

The immediate supervisor shall, within seven (7) workdays thereafter, provide the employee a written answer to the grievance.

Step 2- Written Submission of the Grievance to the Employer's Executive Director

If the decision of the supervisor does not settle the grievance, the Steward may, within five (5) workdays following the receipt of the supervisor's written answer in Step 1, submit the written grievance to the Executive Director for the purpose of arranging a meeting to discuss the grievance. The meeting shall be held within seven (7) working days following receipt of the written grievance, unless mutually agreed by the parties otherwise, and may be attended by the Steward, employee, supervisor, the Executive Director, and Employer representatives. The Executive Director or designee shall provide a written answer to the grievance within five (5) workdays following the meeting.

Step 3- Written Submission of the Grievance to the Employer's Board Executive Committee

If the decision of the Executive Director or designee does not settle the grievance, the Steward may, within five (5) workdays following the receipt of the written answer in Step 2, submit the written grievance to the Board Executive Committee for the purpose of arranging a meeting to discuss the grievance.

The meeting shall be held within ten (10) working days following receipt of the written grievance, unless mutually agreed by the parties otherwise, and may be attended by the Steward, employee; and Union Business Representative, Executive Director, Employer Representative, and the Board President. The Executive Committee or designee shall provide a written answer on behalf of the board to the grievance within five (5) workdays following the meeting.

For the purpose of this Article, the Executive Committee shall consist solely of the Board President, Vice President, Treasurer, Secretary, and one or more at-large members elected by the Board at the first meeting of the Board following the annual meeting of the OEC.

Step 4- Submission of the Grievance to Arbitration

If the Union is not satisfied with the written decision made in Step 3, the Union Business Representative may, within fifteen (15) workdays following the answer given in Step 3, notify the employer of its intent to arbitrate. The Union shall request Federal Mediation Conciliation Services (FMCS) to submit in writing a panel of nine (9) arbitrators to each party from the State of Ohio, all of whom are members of the National Academy of Arbitrators. Such request must be made within fifteen (15) calendar days of the date the demand for arbitration is sent to the Employer. The parties shall select the arbitrator either by mutual agreement or each party shall, within ten (10) days from the date the list is received, select an arbitrator using the strike method. The Union will strike a name first and then the Employer and Union will alternately strike the names until one name remains. Each party shall have the right to reject one entire panel.

Section 13.4 The arbitrator shall strictly limit the decision to the interpretation, application, or enforcement of the Agreement. The arbitrator's decision shall be consistent with applicable law. The arbitrator has no authority to add to, subtract from, modify, change, or alter any provision of this Agreement. The arbitrator is expressly confined to the precise issue submitted for arbitration.

In the event of a monetary award, the arbitrator shall limit retroactive settlement to the date the violation occurred.

The question of arbitrability of a grievance may be raised by either party at the commencement of the arbitration hearing on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator. Their decision and award shall be final and binding upon both parties to this Agreement subject to review as provided in the Ohio Revised Code. The fees of the arbitrator shall be borne one-half (1/2) by the Union and one-half (1/2) by the Employer party to the arbitration. Expenses of the witnesses, if any, shall be borne by the party calling the witness. The fees of the court reporters shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording or request a copy of any transcript.

Section 13.5 The Employer and the Union agree to make available to the other any pertinent data related to the grievance required to be provided pursuant to the National Labor Relations Act. The arbitrator shall be empowered to effect compliance with this provision by requiring the production of documents and other evidence.

ARTICLE 14 **HOURS OF WORK**

Section 14.1 The regular scheduled work period shall be Sunday through Saturday and for full-time non-exempt employees shall normally consist of forty (40) hours per week which shall consist of consecutive days or as otherwise scheduled as of the effective date of this Agreement. The regular scheduled work period shall be Sunday through Saturday and for full-time exempt employees.

Section 14.2 Upon prior approval of the employee's supervisor or Executive Director, employees shall be permitted to flex their schedules. Non-exempt employees shall only be eligible to flex their schedule, with prior approval, within the same work week.

Section 14.3 Overtime for non-exempt employees shall be paid at the rate of one and one-half (1.5) times the actual rate of pay for employees for all time worked in excess of forty (40) hours each week. All overtime must be pre-approved in writing by the employee's supervisor. In the event a holiday falls within the work week of the Green Gala, the holiday hours shall count as hours worked for the purpose of calculating overtime.

Section 14.4 Nursing employee – In the cases of nursing employee, OEC shall make available a functional place, which is not a bathroom, and reasonable break time for an employee to express breast milk (pumping) every time they need to for their nursing child.

(a) The break time space for pumping may be dedicated to the nursing employee's use or temporarily converted or made available for their use as needed. The space to be used by the employee for pumping shall be shielded from view and free from intrusion from coworkers and the public.

(b) The frequency and length of time for pumping breaks will vary in accordance with the needs of the nursing employee.

(c) Breaks used exclusively for pumping are considered time worked. Time spent working while pumping is considered time worked.

Section 14.5 After one year of service if organizational needs permit, staff may request permission from their direct supervisor and the executive director to work reduced hours. Pay and benefits will be prorated accordingly. Work performance, accountability, efficiency, needs of the position, and other considerations will be evaluated. The decision to permit reduced hours is at the sole discretion of the Employer.

Section 14.6 Office based staff are permitted to work from home as a replacement of office hours when the work may be more effectively completed from home up to two days per month. Requests to work from home must be submitted and approved a minimum of one day in advance.

Section 14.7 Staff must meet the following requirements on a work from home day:

- Request from supervisor one (1) day in advance.
- Be available to colleagues periodically throughout the business day via GChat, email or phone.
- Mark working hours clearly on their calendar.
- Supervisor must be notified of activities for the day.

Section 14.8 If a regional staff member is required to maintain an office in their home, the employer shall provide any tools, equipment, materials, services or equivalent reimbursement to effectively perform the duties of position.

Section 14.9 Non-exempt staff should consider time in transit (except a normal commute from home), attending meetings, networking, and other similar activities as time worked. Approved time spent at OEC social or team building events is considered time worked.

ARTICLE 15

INSURANCE

Section 15.1. The Employer shall make available to the bargaining unit employees Major Medical /Hospital, Dental, and Optical insurance programs based on the level of funding for the term of this Agreement.

Section 15.2 Bargaining Unit employees shall contribute the same premium percentage as non-bargaining unit employees as determined by the Employer. The plan benefits shall be the same for non-bargaining and bargaining unit employees. Prior to any premium contribution and/or benefit level changes, the Executive Team, as set forth in Article 7, shall meet and discuss any potential changes and alternative options prior to implementation.

Section 15.3 The Employer agrees to pay for term life insurance with a face value of fifteen thousand dollars (\$15,000) for each employee, at no cost to the employee. The Employer will select the carrier.

Section 15.4 The Employer shall provide flexible spending accounts and dependent care account for employees to elect to make pre-tax contributions. The Employer shall pay all premiums required to establish and operate such accounts.

Section 15.5 The Employer shall establish within ninety (90) days of ratification of this agreement coverage for short- and long-term disability. The Employee is responsible for all premiums associated with these coverages.

ARTICLE 16

SALARY

Section 16.1 Minimum Salary

For the term of this agreement, the employer will set a minimum salary for all current employees and new hires at \$36,774.40 annually.

Section 16.2 Wage Schedule

The following salary schedule shall apply to all bargaining unit employees effective October 1, 2020:

Band	Position Title	Minimum	Maximum
A	<ul style="list-style-type: none">● Administrative Assistant● Development Assistant● Communications Assistant	\$36,774.40	\$45,000.00
B	<ul style="list-style-type: none">● Marketing Coordinator	\$36,774.40	\$55,000.00
C	<ul style="list-style-type: none">● Regional Director● Membership Director● Director of Individual Giving● Grants Director	\$45,000.00	\$70,000.00
D	<ul style="list-style-type: none">● Project Director● Attorney	\$50,000.00	\$90,000.00

Section 16.3 Wage increase

Current employees who were on staff on October 1, 2019 will receive a one time pay increase of 3% of their salary, effective as of October 1, 2019. Current employees who started employment after October 1, 2019 will receive a one time pay increase of 3% effective as of their hire date. Employees who have been employed for less than one year as of the ratification of this agreement are not eligible for the general wage increase. After an employee completes one year of service they will receive the general wage increase effective on their anniversary date.

Effective October 1, 2020, employees employed prior to ratification of this agreement shall be compensated in accordance with Appendix A.

The parties agree to stay application of the wage rates listed in Appendix A until forgiveness of at least \$275,000 of the PPP loan. In the event that at least \$275,000 of the PPP loan is forgiven after October 1, 2020, the individual wage rates listed in Appendix A will be applied retroactively to October 1, 2020, with retroactive payment in lump sum. In the event that less than \$275,000 of the PPP loan is forgiven, the parties agree that the proposed increases will not take effect and agree to reopen negotiations for the positions listed in Appendix A not more than two (2) weeks after the final loan forgiveness determination is made. The Employer agrees to file for PPP loan forgiveness in a reasonably timely manner.

Effective January 1, 2021, all bargaining unit members shall receive a 1% general wage increase. In the event that non-union employees receive in excess of a 1% general wage increase, Union members shall receive the equivalent general wage increase.

Effective January 1, 2022, all bargaining unit members shall receive a 1% general wage increase. In the event that non-union employees receive in excess of a 1% general wage increase, Union members shall receive the equivalent general wage increase.

Effective January 1, 2023, all bargaining unit members shall receive a 1% general wage increase. In the event that non-union employees receive in excess of a 1% general wage increase, Union members shall receive the equivalent general wage increase.

Section 16.4 New hires

When setting the salaries for new hires, who will be within the bargaining unit the employer will consider data from multiple sources of recent economic and market data. Individual salaries will be set based on new hire's education level or advanced degrees or certifications, expertise and experience, relationships with important stakeholders or partner organizations, fundraising responsibilities, and the OEC's priority JEDI considerations.

Section 16.5 Merit raises and Salary Adjustments

The Employer has full discretion to award employees merit-based raises at the time of annual increase. Salary adjustments may be considered at any time upon the Employee's request to the Executive Director, manager's recommendation, and budgetary availability. Where appropriate, the executive director shall consider education level or advanced degrees or certifications, expertise and experience, connections with important stakeholders or partner organization, fundraising responsibilities, and the OEC's priority JEDI considerations. Merit raises and salary adjustments granted pursuant to this section shall not be subject to the Grievance and Arbitration procedures laid out in Article 13.

Section 16.6

In the executive director's sole discretion, the executive director may appoint unit Employees to liaison certain Standing Board Committees or chair certain Standing Staff Committees. On or around July 1 of each year, and contingent on the board of directors voting to add or remove Standing Committees, the executive director will provide a list of the available positions for interested Employees to apply. The executive director will make appointments to these positions on or around October 1 of each year. Employees who are selected to liaison a Standing Board Committee or chair a Standing Staff Committee, will receive additional compensation of \$500. For the period of October 1, 2020-September 30, 2021, the executive director's list of available positions has been included as Appendix B.

Section 16.7 Budget Committee

Two members of the union will serve on the organization's budget committee annually. The two Union members serving on the budget committee shall not participate in budget discussions that would involve the disclosure of confidential information not subject to disclosure pursuant to the

National Labor Relations Act. The budget committee shall undertake an annual survey of market data for all positions. The Union members on the committee shall participate in the review of market data for bargaining unit positions but not for management positions. All market research studies (e.g. OANO, TREC, etc.) used to inform the market survey shall be made available for review by all staff.

ARTICLE 17

PAID TIME OFF

Section 17.1 Except for sick leave, paid time off ("PTO") shall be available to regular (not temporary) employees working thirty (30) or more hours per week. Staff working fewer than 40 hours per week will receive PTO on a prorated basis.

Section 17.2. PTO days shall be allowed to be taken in one-half (½) day or whole day increments for exempt employees. PTO shall be allowed to be taken in one (1) hour increments for non-exempt employees.

Section 17.3 Vacations shall be taken at a time mutually agreeable to the Employer and employee. Usage of vacation shall be encouraged and must not be unreasonably denied. Employee shall provide Employer one (1) week advance notice of intent to use vacation except in extenuating circumstances that would otherwise prevent providing such notice.

Section 17.4 In rare, extenuating circumstances that would require a minimum level of staffing, senior employees shall be given preference in the selection of vacation periods.

Section 17.5. Regular full-time and part-time employees shall receive vacation as follows:

Years of Service	Vacation Days Earned
Less than 2 years	12 days
2 years or more	14 days
3 years or more	16 days
4 years or more	18 days
5 years or more	20 days

For part-time, non-exempt employees, the length of a vacation is defined as their normal working day. For example, if an employee regularly works 6 hours in a day, then their vacation day would be 6 hours.

Section 17.6 Employees will be allowed to carry over to the following year up to a maximum of ten (10) days vacation.

Section 17.7. Regular full-time and part-time employees shall receive sick leave as follows:

Years of Service	Sick Days Earned
Less than 1 years	10 days
1 year or more	15 days

2 years or more

20 days

For part-time, non-exempt employees, the length of a sick leave is defined as their normal working day. For example, if an employee regularly works 6 hours in a day, then their sick day would be 6 hours.

A maximum of ten (10) sick days may be carried forward from year-to-year.

Section 17.8 Sick Leave shall be granted for absences due to the following reasons:

- A. Illness, injury, or pregnancy-related condition of the employee.
- B. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.
- C. Examination of the employee, including medical, psychological, dental or optical examination by an appropriate practitioner.
- D. Death of a member of the employee's immediate family
- E. Illness, injury or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the family member.
- F. Examination, including medical, psychological, dental, or optical examination of a member of the employee's immediate family* by an appropriate practitioner where the employee's presence is reasonably necessary.

Section 17.9 Each Employees shall receive two (2) paid personal days each fiscal year. Advance notice to the Employer is not required to use personal days. The Employer has discretion to deny a request in critical circumstances or if staff request to use two personal days in the same week. Personal time may not be carried over into the next fiscal year. New Employees will receive personal days on a pro-rated schedule as follows:

Start Date	Personal Days
7/1 – 11/30	2 Personal Days for the rest of Fiscal Year
12/1 – 5/15	1 Personal Days for the rest of Fiscal Year
5/16 – 6/30	0 Personal Days for the rest of Fiscal Year

Employees may not use personal days within the last two weeks of employment. If an employee voluntarily terminates employment within two weeks of using personal day(s) their final pay check shall be reduced by the number of personal days taken.

Section 17.10 An employee who fails to communicate with management before or during an absence of 3 or more working days is subject to termination for abandonment of his or her job. If an employee fails to communicate, due to extenuating circumstances beyond their control, it shall not be considered job abandonment.

Section 17.11 The OEC is closed for one business day on the following holidays. Holidays falling on a weekend will be celebrated on the nearest business day. Regular employees will be paid for these days off:

New Year's Day
Martin Luther King, Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Indigenous People's Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Christmas Eve or Day after Christmas, depending on calendar

In some cases employees may be required to work during a holiday. Holidays are fixed dates and can't be rescheduled or used on another day. Non-exempt employees will be paid the holiday hours plus hours worked. Holiday hours, except for the holiday hours that fall within the work week of the Green Gala, do not contribute to overtime calculations.

Employees who practice a religion may also take off additional holidays, or partial days, to observe religious holidays of their faith. Employees shall notify management in advance of their intent to take days off for religious practice in writing by January 1 of the year or within thirty (30) days of hire for new employees.

Section 17.12 In an effort to foster professional growth, enhance the employee's value to the OEC, or recuperate, the opportunity to apply for sabbatical leave is available to all regular full-time employees "in good standing" after three years of continuous employment. "In good standing" means that an employee has not been disciplined with a written warning or above in the immediate twelve months prior to request and may not be on an active performance improvement plan. Once an employee successfully completes a performance improvement plan, the employee shall be eligible for sabbatical leave. An employee becomes eligible again three years after completing a sabbatical. Sabbaticals must be requested to the employee's supervisor and executive director a minimum of four months prior to the requested dates of the sabbatical and require approval by the Executive director.

Only two staff members may be on a sabbatical at any given time.

After three (3) years of continuous service, sabbatical leave may be taken for two weeks with full pay and benefits. After six (6) years of continuous service, sabbatical leave may be taken for four (4) weeks with full pay and benefits. After nine (9) years of continuous service, sabbatical leave may be taken for six (6) weeks with full pay and benefits. Sabbatical leave is a benefit in addition to vacation, sick, and any other leave or PTO. If an employee voluntarily terminates their employment or is terminated for just cause within one year of taking sabbatical leave they must reimburse the Employer for all compensation received while on sabbatical leave. If an employee voluntarily

terminates their employment or is terminated for just cause within two years of taking sabbatical leave they must reimburse the Employer for half of all compensation received while on sabbatical leave. Additional sabbatical time may be granted by the Executive Director in consultation with executive staff.

No more than two employees are permitted to be on sabbatical leave at once.

To be eligible for sabbatical leave of longer than four weeks, Applicants shall develop a sabbatical proposal that details the benefit the leave will provide to the individual employee and/or the OEC and should describe in specific terms:

- a) the applicant's proposed activity and its goals;
- b) the means of achieving the projected goals;
- c) how the undertaking will directly support the work of the OEC, or how employee recuperation will benefit the OEC.
- d) the length of time the undertaking will require;
- e) recommendations for managing the employee's regular work for the OEC during the requested absence; and
- f) any follow up for the project after the employee returns. The employee's supervisor will forward the application and their recommendation to the executive director.

Approval by the Executive Director will be based on the employee and organizational workload. Sabbatical may not be taken immediately before or after vacation or other leave, unless approved by the Executive Director.

ARTICLE 18

OTHER LEAVE

Section 18.1 Jury Duty and Elections Leave- Staff may count time spent on jury service as time worked. Any compensation received by the employee from the court for time spent on jury service shall be remitted to the Employer.

Employees may count time to vote, serving as an election day poll worker, or volunteering for one day per election on a nonpartisan get-out-the-vote effort as time worked. Taking off for election day must be approved by the employee's supervisor and may be limited or rejected if the staff person is required for other critical OEC work.

Section 18.2 Military Leave

The Employer shall comply and promulgate policies in accordance with applicable local, state, and federal laws including the Uniformed Services Employment and Reemployment Rights Act as amended from time to time.

Section 18.3 Parental Leave

(a) Qualifying Event- Employees who are pregnant, staff with partners who have recently given birth, staff who have adopted a child, or staff who have entered into a long-term new foster care arrangement may take leave for medical reasons related to pregnancy and birth and for the care of the child. Employees may only take leave for the adoption of a child if the child is new to the home. Adoption of a spouse's child or children is a non-qualifying event.

(b) Notice of need for leave – Unless it is not practical, an employee who intends to take leave should give 30 days notice including the expected departure date.

(c) Length of leave – The employee may take up to twelve (12) weeks off in the 12 months following the birth, qualifying adoption, or fostering of a child. The OEC will provide up to six (6) weeks of paid parental leave time to the new parent. After exhausting paid parental leave, staff shall use all accumulated sick time and all accumulated vacation time before using unpaid leave for the remainder of the twelve (12) weeks off granted under this section. Leave can be taken intermittently, as needed and as approved by the executive director. Additional time off may be granted pursuant to Section 8.4 below.

(d) Benefits during parental leave – Employer will continue to provide health insurance benefits, and employees will continue to accumulate PTO and seniority during parental leave while in paid status.

(e) Return to work – At the conclusion of parental leave, the employee will return to the same position or to a position of like status and pay.

Section 18.4 Leave of Absence Without Pay

At the discretion of the Employer, an employee may be granted leave without pay for a period not to exceed six (6) months. At the discretion of the Employer such leave of absence may be extended for up to an additional six (6) months. Employees are required to submit a written request for such leave of absence without pay as soon as practicable prior to the start of such leave without pay. An employee's written request shall state with particularity the reason the employee is requesting a leave of absence without pay and the length of leave requested.

ARTICLE 19 **MISCELLANEOUS**

Section 19.1 Any non-disclosure agreement that is required to as a condition of employment shall not infringe on any employee's right to participate in protected concerted activity.

Section 19.2 The Employer shall offer a Bring Your Own Device (BYOD) with stipend to be paid quarterly to staff who provide their own computer for work. The reimbursement rate will be set annually by the employer and shall not be less than \$33 per month. The BYOD stipend is not available during parental leave, military leave, or sabbatical.

The Employer shall provide:

- Licenses and support of software and virus protection supplied to the OEC's computers and required to effectively perform the duties of the Employee position.
- Access to the OEC's wireless network.
- Support to access the OEC's network.
- Access to OEC printers.
- Any additional peripheral devices, as determined by the employer, that the employee needs to effectively perform the duties of their position.

Employees participating in BYOD shall provide:

- A working, password-protected computer/device.
- A supported OS to minimize security vulnerabilities.
- Current virus protections, if not supplied by OEC.
- All maintenance of the device.
- All tech support of the device.
- All licenses and support of software not provided by the OEC.
- Sufficient advance notice before change from BYOD to an Employer-owned machine.

Section 19.3 Employees who are not provided an OEC desk phone are eligible for a stipend of fifty (\$50.00) dollars monthly for usage of personal cell phones for Employer business.

Section 19.4 All employees are eligible for up to one thousand dollars (\$1,000) to spend towards their professional development each fiscal year. Employees shall submit a request to their supervisor for all professional development programs. Upon approval, the Employer will remit payment to the appropriate entity. Employees who fail to attend scheduled professional development without reasonable cause shall be required to reimburse the Employer for all costs incurred related to the professional development. Employees shall not be required to use professional development funds to defray the cost of trainings required by the organization. New employees starting after the beginning of the fiscal year shall receive a prorated sum of money for their professional development. If the cost to attend a cancelled professional development program is not reimbursed, the employee shall not be eligible for a substitute program within the same fiscal year, unless approved by the Executive Director.

Section 19.5 All employees who are Ohio-licensed attorneys are eligible for up to one thousand dollars (\$1,000) per year, in addition to annual professional development, for the satisfaction of Ohio Continuing Legal Education requirements (CLEs). Employees shall submit a request to their General Counsel for CLE programs.

Section 19.6 The Employer shall pay for professional licensing required for employees to do their jobs. This will not be considered part of the employee's professional development budget.

Section 19.7 The Employer's percentage overhead for the purposes of grant writing shall be no less than eighteen percent (18%). The Employer shall request this percentage of overhead in all grants unless, at the sole discretion of the Executive Director or designee, doing so could reasonably be expected to prevent the organization from successfully securing the grant.

Section 19.8 The organization shall maintain a Justice, Equity, Diversity, and Inclusion (JEDI) Committee for the purpose of educating staff and diversifying the environmental movement in Ohio. No less than one-half (½) of the JEDI Committee shall be Union members. The Executive Director with advisement from the committee shall report annually to the OEC Board of Directors and staff on the progress of this committee on its goals and the JEDI logic models created during strategic planning.

Section 19.9 Subject to the conditions below, employees who are required to use their personal cars for travel for a work related event, meeting, or errand will be reimbursed at the current federal gas

rate. Reimbursement may not be requested for miles driven to and from the office as part of an employee's daily commute. For trips over 150 miles, Columbus-based staff may use a rental car arranged by employer. For trips over 150 miles, where a Columbus-based employee elects to use their personal vehicle rather than a rental, reimbursement shall be capped at no more than 150 miles unless approved by the Executive Director. All staff are required to carpool whenever possible.

Section 19.10 OEC is committed to providing employees with regular feedback on the quality of their work, their success at meeting and exceeding goals, and areas for improvement. Regular supervision meetings shall be held between supervisors and employees no less than monthly. Additionally, employees will receive a formal annual performance evaluation by their supervisor, reflecting the employee's success and effectiveness at meeting the duties in their job. The formal performance evaluation will include a written self-evaluation by the employee, a written evaluation by the supervisor, and a meeting between the supervisor and employee to review and discuss the feedback.

ARTICLE 20 **RETIREMENT**

The Employer shall maintain during the term of this Agreement a SIMPLE IRA retirement plan with an elective salary deferral option for the benefit of bargaining unit employees. The Employer will match employee contributions up to three percent (3%) of the employee's gross salary on a monthly basis to a participating financial institution of the employee's choice. All employees shall be immediately eligible to participate in the retirement plan upon their hire date. An employee may elect to change retirement plans annually during the organization's open enrollment period.

ARTICLE 21 **HEALTH AND SAFETY**

Section 21.1 The Employer retains exclusive responsibility for workplace health and safety and agrees to provide a safe work environment for all employees. The Employer further agrees to comply with all applicable health and safety laws and regulations.

Section 21.2 The Employer will comply with all applicable State and Federal laws relating to accommodation request by Employees.

ARTICLE 22 **SEVERABILITY**

Section 22.1 In the event that any provision of this Agreement shall, at any time, be declared invalid by any court of competent jurisdiction or through government regulations or decrees, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

The parties acknowledge that during the negotiations which preceded this agreement, each had the unlimited opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this agreement. This contract, it is mutually agreed, supersedes and cancels all prior agreements, whether oral or written, unless expressly stated to the contrary herein, and together with any addendums (e.g., letters of understanding, appendices, side letters, etc.) constitutes the complete and entire understanding and agreement between the parties and concludes collective bargaining, except as specifically provided for in Section 2, for the term of this contract. Unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued by mutual agreement of the Employer and the Union.

Section 22.2. Mid-Term Bargaining. Neither party is obligated to bargain over any matter already covered by the Agreement. Where a proposed action involves a mandatory subject of bargaining and is not already provided for by the Agreement, then the Employer or Union as applicable shall enter into bargaining of proposed actions.

ARTICLE 23 **TERMINATION AND RENEWAL**

This Agreement shall be in full force and effect until June 30, 2023 and shall continue in effect from year to year thereafter unless either party gives notice, in writing, at least sixty (60) days prior to any expiration or modification date of its desire to terminate or modify such Agreement; provided that, in the event the Union serves written notice in accordance with this Section, any strike or stoppage of work after any expiration or modification date shall not be deemed in violation of any provision of this Agreement, any other provision to the contrary notwithstanding.

EXECUTED in Columbus, Ohio this 13th day of June, 2020.

For the
CHICAGO MIDWEST REGIONAL JOINT BOARD, WORKERS UNITED (an SEIU affiliate)

Doug Warren, Chicago Midwest Regional Joint Board

Nathan Johnson, OEC Staff Representative

Alaina McCleery, OEC Staff Representative

For the
OHIO ENVIRONMENTAL COUNCIL

Heather Taylor-Miesle, Executive Director

Trent Dougherty, General Counsel

Pete Precario, Outside Counsel

Andrew Esposito, Employer Representative

ARTICLE 21
TERMINATION AND RENEWAL


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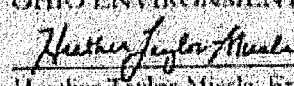
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