

AGREEMENT BETWEEN

OHIO ENVIRONMENTAL COUNCIL

AND

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

Effective July 1, 2023 – June 30, 2026

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**COLLECTIVE BARGAINING AGREEMENT
OHIO ENVIRONMENTAL COUNCIL**

THIS AGREEMENT is made and entered into at Columbus, Ohio this twenty-eighth day of June 2023 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 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.

1.1.1. INCLUDED: All permanent full-time and permanent part-time employees employed by the Employer in the State of Ohio.

1.1.2. EXCLUDED: Executive Director, Supervisors,¹ and those with access to privileged information as agreed upon by the Union and the Employer.

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 position is to be included in 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 position's 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.

¹ The term "supervisor" means any individual having authority, in the interest of the Employer, to hire, transfer, suspend, lay off, recall, promote, discharge, or discipline permanent employees, or to adjust their grievance, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires use of independent judgment.

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

Section 3.1. Except as specifically limited by the express written provisions of this Agreement, the function, rights, powers, responsibilities, and authority 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 basis for selection, retention, and promotion of the employees to or for positions not within the bargaining unit established by this Agreement; 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 create and require observance of reasonable 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 Checkoff

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:

- Termination of employment;
- Transfer to a job other than one covered by the bargaining unit;

- Layoff from work;
- An unpaid leave of absence; or
- 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.

5.8.1. 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.

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

5.8.3. 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.

5.8.4. 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.

6.4.1. The 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. The 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.

6.4.2. 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.

6.4.3. The parties acknowledge that the Employer'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 Employer'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 executive team shall meet monthly with the option to convene more regularly to address capacity concerns as needed and agreed upon. The members selected to the executive team shall have the authority to participate in 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 workload;
- New or expanded campaigns and/or projects;
- Trainings for employees;
- Practices and procedures for hiring employees; and
- 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 at least two weeks prior to assigning the additional work whenever possible. 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. Those impacted by these decisions must be included before any decision is final. 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 any increase of eight (8) hours per week for a period of three (3) 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 an agenda before each meeting. Each party will alternate each meeting with one party assigned to facilitate and the other to note-taking.

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

- Discuss the administration of the Agreement;
- Notify the Union of changes made by the Employer which affect the bargaining unit employees;
- With written approval of the grievant, discuss grievances which have not been processed beyond the final step of the Grievance Procedure;
- Disseminate general information of interest to the parties;
- Discuss ways to increase productivity and improve efficiency;
- Consider and discuss health and safety matters relating to employees; and
- 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 for those members who did not previously take the 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 five (5) business days prior to posting publicly. 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 minorities and women are not excluded from qualifying for job openings.

Section 9.1.2. When a current employee applies (an “employee-applicant”) for a position posted by the Employer, the Employer shall provide the employee-applicant with a timeline for their interview and hiring process. The Employer will promptly update the employee-applicant if the timeline changes, including a reason for why the timeline has changed.

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 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-eighty (180) calendar days.

9.3.1. Regular probationary meetings shall be held at least once (1) a month. 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 the 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) calendar days. In the event the employee does not successfully pass the probationary period, such employee shall be given their 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) to 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 service 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 participants in Employer's Summer Internship Program, work study or externship students, or those hired to replace a regular employee on sick level or leave of absence, where the limitation will be increased to one-hundred-eighty (180) calendar days unless otherwise agreed to between the Union and the Employer. 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, preference, and promotions.

Section 11.2. An employee shall lose their seniority rights for any one of the following reasons:

- Voluntary termination;
- Discharge for cause;
- 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;

- If the employee exceeds a leave of absence without prior notification and approval;
- If the employee is laid off for a period exceeding one (1) year, or for a period equal to their seniority at the time, whichever is less;
- If the employee accepts gainful employment while on approved leave of absence;
- If the employee declines to accept a job on recall from layoff which they are 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 designated by the Employee 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 twenty-four (24) months will bridge their seniority after six (6) months of continuous employment with the Employer.

Article 12: Progressive Discipline

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

Except when misconduct warrants immediate formal corrective action, supervisors will utilize the feedback process outlined in Section 19.10 to provide ongoing feedback and informal coaching to employees.

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

1. *Performance Improvement Plan.* The supervisor identifies the deficiency and informs the employee. The supervisor should determine a course of action to address problem areas on an ongoing basis, outlining the necessary course of action in writing with a reasonable timeframe for improvement. Both the employee and their supervisor will sign the Performance Improvement Plan. A Performance Improvement Plan shall not exceed ninety (90) days (Plan Period). Union Stewards must be notified within 24

hours of the Performance Improvement Plan's creation.

2. *Documented Verbal Warning.*
3. *Written Warning.*
4. *Suspensions (with or without pay) and/or Demotion*
5. *Termination*

12.2.1. At the disciplined 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 timeframe for improvement.

12.2.2. The Written Warning shall be signed by the employee and placed in the employee's personnel file, and a copy shall be given to the employee. The employee shall have the right to provide comments on the Written Warning.

12.2.3. Corrective actions taken shall expire for the purposes of progressive discipline, if no intervening discipline occurs, according to the following schedule:

- Performance Improvement Plan—six (6) months after the conclusion of the Plan Period
- Documented 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—30 months

Section 12.3. Performance Improvement Plans, Verbal Documented Warnings, and Written Warnings 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 non-precedent setting agreements 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

13.3.1. 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 ten (10) 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 ten (10) 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:

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

The immediate supervisor shall, within ten (10) workdays thereafter, provide the employee a written answer to the grievance.

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

13.3.2. 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

13.3.3. 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 Employer.

Step 4- Submission of the Grievance to Arbitration

13.3.4. 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

Schedule 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 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. To enhance employee well-being and account for the ebbs and flows of work plans, all employees are encouraged to utilize and request flex time whenever possible. Employees should request flex time through a written request to their supervisor. Employees are encouraged to request flex time in advance (if they know a particular week will have excess hours), though in some instances it may not be possible to plan flex time until after a moment of excess hours occurs. Employees should endeavor to make the flex time request within five business days following the day or set of days where extra hours occurred if they are unable to make the request in advance, and where possible, schedule the flex time to occur within five business days after the period of extra hours. Exceptions to these two rules will be considered on a case-by-case basis between the supervisor and the Executive Director.

Employees may work with their supervisor to have certain projects covered or rescheduled in order to take flex time on a case-by-case basis, especially if the employee has worked continual excessive hours (for at least two weeks). 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. During periods of increased project loads, non-exempt employees may work up to five (5) hours in a week of overtime without prior approval. Overtime over five (5) hours per week must be approved in writing by a supervisor. In the event a holiday falls within a work week, the holiday hours shall count as hours worked for the purpose of calculating overtime.

Section 14.4. *Nursing employees.* In the case of nursing employees, the Employer shall make available a functional place, with HVAC, 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.

14.4.1. 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.

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

14.4.3. 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, employees 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. The Employer does most of the work at its office, in advocacy venues, or in communities. Collaboration is key to maintaining a good culture and achieving its mission, so being in common space is typically its preference. Therefore, the office will remain generally accessible to employees Monday through Friday. However, some work is best completed in alternative spaces for employees to be most effective, and the Employer wishes to provide its employees with flexibility to work in quieter spaces for sustainability. To facilitate those alternative situations, the Employer institutes a Hybrid Work from Home Policy (WFH).

14.6.1. *WFH Days.* Employees are expected to work Monday through Friday. With the exception of certain regional employees, Employees are generally expected to be in the physical office Tuesday, Wednesday, and Thursday. Employees may utilize WFH on Mondays and Fridays for deeper focus and collaboration more suitable to video format, with the following considerations:

- Supervisors may grant infrequent WFH days on a Tuesday, Wednesday, or Thursday for individual project-based work or when collaboration is more effective when all participants are virtual.
- WFH days do not change on weeks where there is a holiday, however employees may request to their supervisor an alternate day for individual project-based work.

14.6.2. *Core Hours.* Typical office hours are Monday through Friday, 9am to 5pm, with “Core Hours” (hours all employees work) between 10am and 3pm for collaboration. Employees are expected to work no less than eight (8) continuous hours per day with breaks encouraged during those hours.

Section 14.7. Employees must meet the following requirements on a WFH day:

- Be available periodically throughout the business day via the Employer’s ordinary channels of communication. Employees are expected to be fully familiar with and utilize Google and Slack to communicate regularly with peers.
- If meetings or other job duties prevent remote work on Mondays or Fridays, employees are expected to be present (employees are allowed to attend meetings and return home to work). Employees should prioritize attending all in-person coalition meetings to build relationships and foster collaboration.
- Mark working hours clearly on their calendar.

Section 14.8. Non-exempt employees 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 Employer 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. The Employer will cover 100% of the premium costs for these insurance programs for the employee as long as the cost of the current plan does not increase more than 10%. If the current plan is eliminated and replaced by a comparable plan, and the cost of the new plan does not increase by more than 10%, the Employer will continue to cover 100% of the premium cost for employees. If the cost of the current plan increases by more than 10%, the Employer will no longer be required to cover 100% of the premium costs for these insurance programs, subject to the following conditions:

- If the current plan is eliminated and replaced by a comparable plan that exceeds the cost of the current plan by more than 10%, or the cost of the current plan increases by more than 10%, the Employer will continue to pay 100% of the premiums for at least 6 months with immediate notice to employees of impending changes.
- After six (6) months, employees may be required to pay up to the following amounts of their premium:

Annual Gross Salary	Premium Payment Limitations
Employees earning less than \$60,000.00 annual gross salary	No more than 10% of their premium

Employees earning less than \$80,000.00 annual gross salary	No more than 15% of their premium
Employees earning less than \$100,000.00 annual gross salary	No more than 20% of their premium
Employees earning \$100,000.00 or more annual gross salary	No more than 25% of their premium

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 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 at least fifteen thousand dollars (\$15,000.00) 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 accounts 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 offer 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 \$45,000.00 annually.

Section 16.2. *Wage Schedule.* Current employees salaries must be adjusted as necessary to match the following wage schedule based on the band they are in currently. The Employer shall utilize the following wage schedule, effective July 1, 2023:

Band	Minimum	Maximum
A	\$45,000.00	\$52,000.00

B	\$50,000.00	\$62,000.00
C	\$60,000.00	\$72,000.00
D	\$70,000.00+	

Within 180 days following the effective date of this Agreement, in consultation with the Labor Management Committee and the Executive Team, the Executive Director will establish a more detailed Band System that appropriately reflects the wage schedule outlined in Section 16.2. This detailed Band System will appropriately place unit employees within the new wage schedule, which may result in some employees moving into a new Band. If any employee drops to a lower Band than their current Band, they will not see a reduction in pay.

Section 16.3. *Wage Increase.*

16.3.1. Effective January 1, 2024, all bargaining unit members shall receive at least a 1.5% general wage increase. In the event non-Union employees receive in excess of a 1.5% general wage increase, Union members shall receive the equivalent general wage increase. Any bargaining unit members making less than \$50,000.00 will receive a general wage increase of 3%. Any bargaining unit member making less than \$60,000.00 will receive a general wage increase of 2%.

16.3.2. Effective January 1, 2025, all bargaining unit members shall receive at least a 1.5% general wage increase. In the event non-Union employees receive in excess of a 1.5% general wage increase, Union members shall receive the equivalent general wage increase. Any bargaining unit members making less than \$50,000.00 will receive a general wage increase of 3%. Any bargaining unit member making less than \$60,000.00 will receive a general wage increase of 2%.

16.3.3. Effective January 1, 2026, all bargaining unit members shall receive at least a 1.5% general wage increase. In the event non-Union employees receive in excess of a 1.5% general wage increase, Union members shall receive the equivalent general wage increase. Any bargaining unit members making less than \$50,000.00 will receive a general wage increase of 3%. Any bargaining unit member making less than \$60,000.00 will receive a general wage increase of 2%.

Section 16.4. *New Hires.* When setting the salaries for new hires 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 the new hire’s education level or relevant advanced degrees or certifications, expertise and experience, relationships with important stakeholders or partner

organizations, fundraising responsibilities, and the Employer's Justice, Equity, Diversity, and Inclusion 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 an employee's request to the Executive Director, supervisor's recommendation, and budgetary availability. Individual salaries will be based on education level or advanced degrees or certifications, expertise and experience, connections with important stakeholders or partner organizations, fundraising responsibilities, and the Employer's priority Justice, Equity, Diversity, and Inclusion 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. The Executive Director may appoint unit employees to liaison certain Standing Board Committees or chair certain Standing Staff Committees. When appointing unit employees as chairs or liaisons, the Executive Director will consult with the Union Stewards and the current chairs and liaisons to assess the employees best suited to fill the vacant positions, taking into account workload, interest, and subject-matter expertise. With the exception of Budget Committee, all standing staff committees must have at least one unit member as a chair unless no unit member volunteers for the role.

16.6.1. On or around July 1 of each year, and contingent on the board of directors voting to add or remove Standing Board Committees, the Executive Director will provide a list of the available positions for which interested employees may apply, as well as available positions on Standing Staff Committees. The Executive Director will make appointments to these positions on or around October 1 of each year. Employees selected to liaison a Standing Board Committee or chair a Standing Staff Committee will receive additional compensation of \$600, paid at \$25 per pay period.

Section 16.7. *Budget Committee.* At least two members of the Union will serve on the Employer's budget committee annually. The Union selects one of their representatives. The Executive Director shall appoint the other Union member of the committee from a list of three (3) names nominated by the Union. 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 be responsible for the execution of 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 employees.

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. Employees 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 reasonably denied. Employees shall provide the Employer one (1) week advance notice of intent to use vacation except in extenuating circumstances that would otherwise prevent providing such notice. When an employee is only taking one day or less of subsequent vacation time, the employee does not need to provide advance notice.

Section 17.4. In rare, extenuating circumstances that would require a minimum level of staffing, preference shall be given based on organizational priorities determined by the Executive Director 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	18 days
2 years or more	20 days
3 years or more	22 days
4 years or more	24 days
5 years or more	25 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 six (6) hours in a day, then their vacation day would be six (6) hours.

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

Section 17.7. Regular full-time and part-time employees shall annually receive twenty (20) days of sick leave.

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

- Illness, injury, mental health, or pregnancy-related condition of the employee.
- Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.
- Examination of the employee by an appropriate practitioner.
- Bereavement leave.
- 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.
- Examination of a family member by an appropriate practitioner where the employee's presence is reasonably necessary.

Section 17.10. An employee who fails to communicate with management before or during an absence of three (3) or more working days is subject to termination for abandonment of their 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 Employer 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

Juneteenth
Independence Day
Indigenous Peoples' Day
Labor Day
Thanksgiving
Day after Thanksgiving
Floating Holiday, for use at any time

17.11.1. The Employer will close annually from December 24 to January 2. All work during this period will be considered holiday paid time off. If an employee is required to work during this period, any time worked may be taken as flex time in accordance with Article 14.

17.11.2. In some cases employees may be required to work during a holiday. Holiday hours worked should be balanced out with flex time to the extent possible for the employee in accordance with Article 14. Non-exempt employees will be paid the holiday hours plus hours worked. Holiday hours contribute to overtime calculations.

17.11.3. 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 two weeks in advance in writing. Employees must be informed of this option within ten (10) days of hiring. Following notice of a religious holiday, the parties will operate under a presumption the employee will continue to observe this holiday in the following years. If there is any change to an employee's observance, the employee will notify management in writing two weeks in advance of the holiday.

Section 17.12. In an effort to foster professional growth, enhance the employee's value to the Employer, 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.

17.12.1. 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 six (6) months 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 one (1) year 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 employees.

17.12.2. 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 Employer and should describe in specific terms:

- the applicant’s proposed activity and its goals;
- the means of achieving the projected goals;
- how the undertaking will directly support the work of the Employer, or how employee recuperation will benefit the Employer;
- the length of time the undertaking will require;
- recommendations for managing the employee’s regular work for the Employer during the requested absence; and
- 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.

17.12.3. 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*—employees 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 employee is required for other critical Employer 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.*

18.3.1. *Qualifying event*—Employees who are pregnant, employees with partners who have recently given birth, employees who have adopted a child, or employees who have entered into a new, long-term foster care arrangement may take leave for medical reasons related to pregnancy, birth, and 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.

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

18.3.3. *Length of leave*—The employee may take up to twelve (12) weeks off in the 12 months following the birth, qualifying adoption, or foster care of a child. The Employer will provide up to twelve (12) weeks of paid parental leave time to the new parent. Leave can be taken intermittently, as needed and as approved by the Executive Director. Additional time off may be granted pursuant to Section 18.4 below.

18.3.4. *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.

18.3.5. *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 the Employer requires as a condition of employment shall not infringe on any employee's right to participate in protected concerted activity.

Section 19.2. *Technology Stipend.* All employees are eligible to receive a Technology Stipend for use of personal technology and at-home office needs. The reimbursement rate shall be set annually by the Employer and shall not be less than \$50 a month. If an employee elects to use their own computer, rather than an Employer-provided device, the reimbursement rate shall not be less than \$90 a month. The Technology Stipend is not available during parental leave, military leave, or sabbatical. Annually, the Technology Stipend shall be increased in line with that year's cost-of-living-adjustment (a "COLA," also known as the general wage increase described in Section 16.3).

19.2.1. Employees will have the opportunity to opt-in and opt-out of the Technology Stipend once per year, making the election prior to July 1 of each year (or within thirty days of first date of employment).

19.2.2. The Employer shall provide:

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

19.2.3. Employees who utilize their own personal computer for Employer work shall provide:

- A working, password-protected computer/device;
- A supported OS to minimize security vulnerabilities;
- All maintenance of the device;
- All tech support of the device;
- All licenses and support of software not provided by the Employer;
- Sufficient advance notice before changing from bringing their own computer to an Employer-owned machine.

Section 19.3. *Remote Worker Stipend.* All remote employees (those not working at an office leased by the Employer) will receive a Remote Worker Stipend of \$190 per month to provide for the needs of working remotely. If a remote employee uses an Employer-provided computer, their Remote Worker Stipend shall be \$150 per month. Employees working remotely are expected to utilize the stipend to provide both for the cost of using personal technology for Employer work and for any additional costs related to working remotely, including the cost of home office infrastructure (including, but not limited to, high-speed internet, printers, desks, lamps, monitors, and other related costs). Employees shall not simultaneously receive both stipends described in Sections 19.2 and 19.3. Annually the Remote Worker Stipend shall be increased in line with that year's COLA.

Section 19.4. All employees are eligible for up to one thousand dollars (\$1,000.00) to spend toward their professional development each fiscal year. Employees shall submit a request for 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 canceled 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.

19.4.1. To further professional development of employees within the organization, employees with support from their supervisors are encouraged to develop professional development plans during March of each year, or prior to the development of each fiscal year's budget, with the understanding that these plans may need to be flexible. Professional development plans should include how each employee's \$1,000.00 professional development budget will likely be used, and may include requests for additional dollars. These additional professional development funds shall be approved on a case-by-case basis 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.

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 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 employees and diversifying the environmental movement in Ohio. No less than one-half (1/2) of the JEDI Committee shall be Union members. The Executive Director, with advisement from the committee, shall report annually to the Employer's Board of Directors and employees 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 100 miles, Columbus-based employees may use a rental car arranged by the Employer. For trips over 100 miles, where a Columbus-based employee elects to use their personal vehicle rather than a rental, reimbursement shall be capped at no more than 250 miles unless approved by the Executive Director. If Columbus-based employees must travel over 250 miles and will require a two-day rental, the mileage cap for reimbursement for personal vehicle use shall be increased to 300 miles. All employees are required to carpool whenever possible.

Section 19.10. The Employer will provide employees with regular feedback on the quality of their work, their success at meeting and exceeding goals, and areas of improvement. The feedback will be provided in regular meetings 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 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 requests 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, 2026 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 twenty-eighth day of June, 2023.

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

Mark Milko, Chicago Midwest Regional Joint Board

Marquis Frost, Chicago Midwest Regional Joint Board

Spencer Dirrig, OEC Staff Representative

Molly Jo Stanley, OEC Staff Representative

Karin Nordstrom, OEC Staff Representative

For the
OHIO ENVIRONMENTAL COUNCIL

Carol Kauffman, Executive Director

Chris Tavenor, Associate General Counsel

Trent Dougherty, Outside Counsel

Dante Ferguson, Chief People Officer