

**AGREEMENT BETWEEN**

**OHIO ENVIRONMENTAL COUNCIL**

**AND**

**CHICAGO AND MIDWEST REGIONAL JOINT BOARD,**

**WORKERS UNITED (an SEIU affiliate)**

**Effective July 1, 2026 – June 30, 2029**

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**COLLECTIVE BARGAINING AGREEMENT  
OHIO ENVIRONMENTAL COUNCIL**

THIS AGREEMENT is made and entered into at Columbus, Ohio this [INSERT FINAL DATE] day of June 2026 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. Recognition.**

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 in the bargaining unit.**

All permanent full-time and permanent part-time Employees employed by the Employer in the State of Ohio.

**1.1.2. Excluded from the bargaining unit.**

Chief executive officer, Supervisors,<sup>1</sup> and those with access to privileged information as agreed upon by the Union and the Employer.

**Section 1.2. Regarding new classifications.**

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.

## **Article 2: Union Security**

### **Section 2.1. No reduction in wages.**

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. Business Representative Access.**

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. Steward Recognition.**

The Employer shall recognize the Stewards 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. Union work disruption.**

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. Management rights, generally.**

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. Equal application.**

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. Union membership.**

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. Inclusive language references.**

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. Union membership fee deduction.**

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. Indemnity.**

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. Employer relief of dues "check-off."**

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. Union membership revocation.**

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. Sufficient wage requirements.**

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. Claim of error must be made in writing.**

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. Dues certification.**

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. Withholding timeline.**

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. Deductions, generally.**

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. Indemnity.**

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.**

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 (15<sup>th</sup>) and the thirtieth (30<sup>th</sup>). If the payday falls on a Saturday, Sunday or holiday, the preceding business day will be the payday.

**Section 6.4. Voluntary deduction for the Political Power Campaign Committee.**

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: Committees**

### **Section 7.1. Staff Committees, generally.**

The chief executive officer shall establish standing staff committees for the purpose of facilitating certain ongoing internal functions of the organization. The chief executive officer shall appoint co-chairs of committees in consultation with the Labor Management Committee. All standing staff committees must have at least one unit member as a chair unless no unit member volunteers for the role. Once established, standing staff committees shall create processes for leadership transition and membership recruitment, receiving approval of those processes from the chief executive officer in consultation with the Labor Management Committee. Committees shall provide reports, at least annually, to all staff regarding their activities.

### **Section 7.1.1. Required Staff Committees.**

*Justice, Equity, Diversity, and Inclusion Committee.* The organization shall maintain a Justice, Equity, Diversity, and Inclusion (JEDI) Committee for the purpose of advising, supporting, and acting as a resource for leadership and staff on decisions that impact justice, equity, diversity, and inclusion and engaging Employees regarding those issues. No less than one-half (1/2) of the JEDI Committee shall be Union members. The Committee shall report annually to the Employer's Board of Directors and Employees on the progress of this committee on its activities.

*Labor Management Committee.* The details of this committee are in Article 8.

### **Section 7.2. Staff Working Groups, Generally.**

From time-to-time, the chief executive officer may establish staff working groups for specific purposes and projects that require input from throughout the organization but will occur over a set amount of time, usually projected not to exceed more than a year. When establishing a staff working group, the chief executive officer shall appoint two co-chairs in consultation with the Labor Management Committee. All staff working groups must have at least one unit member as a chair unless no unit member volunteers for the role.

#### **Section 7.2.1. Required Staff Working Groups.**

*Market Analysis Working Group.* Each year, the chief executive officer, in consultation with the Labor Management Committee, shall establish a working group to conduct a market analysis. The working group shall be responsible for the execution of an annual survey of market data for all 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.

### **Section 7.3. Staff Liaisons to the Board.**

The chief executive officer, in consultation with the Labor Management Committee no less than annually, shall appoint staff to liaison to board committees. The chief executive officer will attempt to provide unit members with equal opportunity to be staff liaisons though may prioritize particular skills and experience for certain staff liaison roles over unit participation.

## **Article 8: Labor Management Committee**

### **Section 8.1. Labor Management Committee, generally.**

The Labor Management Committee will meet quarterly. The Union will select three (3) members to serve on the committee, in addition to the Business Representative. The Employer will select three (3) representatives to serve on the committee, including at least two non-unit Employees who serve on the Employer's Leadership Team. 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. Purpose of the Labor Management Committee.**

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, including issues of workload and Employee professional development;
- ∅ Consider and discuss health and safety matters relating to Employees;
- ∅ New or expanded campaigns and/or projects;
- ∅ Practices and procedures for hiring Employees, including proposed job postings;
- ∅ Potential changes to Employee Benefits and recommendations for those changes to the Board of Directors; and
- ∅ Discuss any other terms and conditions of employment.

### **Section 8.3. Negotiation prohibition.**

Labor Management meetings are not to be negotiation sessions to alter or amend the basic agreement.

### **Section 8.4. Discussion of Workload Increases.**

In the event 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 Labor Management Committee 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 chief executive officer.

**Section 8.5. Substantial workload increases.**

“Substantial increases” is defined as any increase of eight (8) hours per week for a period of three (3) weeks.

**Section 8.6. FMCS trainings.**

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. Timely notice of vacancies.**

The Employer shall, via email, provide all Employees with timely notice of all job vacancies/postings five (5) business days prior to posting publicly unless the Union representatives on the Labor Management Committee waive this requirement. 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 9.1.1.** 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. Reasonably qualified internal candidates will receive an interview. Internal candidates who do not receive an interview will receive a written explanation as to why they did not receive an interview and an opportunity to discuss the written explanation with the position’s hiring manager. The Employer will promptly update the Employee-applicant if the timeline changes, including a reason for why the timeline has changed.

### **Section 9.1.2. Definition of “Reasonably Qualified Candidate.”**

For the purposes of Section 9.1.1, a “reasonably qualified candidate” typically meets the following criteria:

- The candidate has been Employee of the Employer for at least two years;
- Their resume generally reflects the experience and qualifications included in the job description and/or internal role expectations otherwise provided in organizational policies
- The quality of their work product for the Employer demonstrates an ability to meet the needs of the new position

### **Section 9.2. Hiring committees.**

All hiring committees for any and all vacancies/postings at the organization shall include no less than one (1) Union Employee unless no member of the bargaining unit is willing to participate on the hiring committee. 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. The probationary period.**

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. Union orientation.**

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. Just cause.**

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.**

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. Layoffs.**

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.**

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. Part-time Employee benefits.**

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.**

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 interns (which shall be defined as students receiving pay from the Employer and/or class credit from their academic institution) 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. Independent Contractors.**

The Employer agrees not to hire Temporary Employees or Independent Contractors, or use artificial intelligence, to fully replace a previously laid-off bargaining unit Employee. The Employer shall not use Independent Contractors to cause the termination or layoff of Employees, or to reduce a full-time Employee to part-time status, or to eliminate a bargaining unit position.

If a bargaining unit position is vacated for any reason, the Employer will not use an Independent Contractor to permanently replace the bargaining unit position to do the work of the vacated position. If the Employer intends to replace the vacated bargaining unit position, the Employer will note the interim workload needs for the Labor Management Committee, and the Union Representatives on the Committee may request a meeting within two business days to discuss interim workload needs prior to the Employer using an Independent Contractor to temporarily complete the work of the vacated bargaining unit position. If a discussion needs to occur, it shall be held within three business days (if possible) after the request occurs between at least one Union Representative and one Employer Representative on the Labor Management Committee.

### **Section 10.5. Labor Management Committee consultation regarding Independent Contractors.**

The decision to work with an Independent Contractor rests solely with the Employer. If the Employer considers seeking an Independent Contractor for work that aligns with the job description of a current Employee, it will first consult with the Employee(s) regarding that work. The Employer shall also flag the proposed work for the Union Representatives on the Labor Management Committee, and the Union Representatives may request within two business days to discuss the proposed contract with that Committee and discuss whether the needs of the contract could be met by current Employees. If a discussion needs to occur, it shall be held within three business days (if possible) after the request occurs between at least one Union Representative and one Employer Representative on the Labor Management Committee.

## **Article 11: Seniority**

### **Section 11.1. Seniority calculations.**

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. Loss of seniority.**

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. Layoff order based on seniority.**

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. Recall notice.**

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. Voluntary termination and seniority retention.**

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, generally.**

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. At the disciplined Employee's request, a Steward may accompany the Employee for all corrective action steps. Union Stewards must be notified at least 24 hours prior to any step of the progressive discipline process. Within two business days of receiving progressive discipline, the disciplined Employee may request a meeting with a supervisor to discuss the corrective action, and the meeting shall occur within a reasonable time frame, not to exceed three business days without good cause.

**Section 12.1.1. Defining Severe Misconduct.** For the purposes of progressive discipline, severe misconduct shall include, but is not limited to:

- Making, supporting, or condoning credible threats or acts of physical violence;
- Acts of discrimination or harassment, including acts based on an individual's protected status;
- Data integrity violations involving intentional or knowing falsification of data with the intent to undermine the employer;
- Intentional or knowing refusal to follow an appropriate and reasonable directive from a supervisor within the scope of an Employee's job;
- Publicly attacking, verbally or in writing, the employer or other Employees (or in communications that could reasonably become public);
- Consumption or being under the influence of alcohol or a controlled substance to the point of negatively impacting the work or reputation of the employer;
- Negligent destruction of, damage to, or loss of the employer's property, including rented property or premises;
- Negligent disclosure of confidential information of the employer without permission; and
- Fraud, or other similar activities, such as plagiarism or deceptive business practices.

**Section 12.1.2. Defining “Include, but not limited to.”** “Include, but not limited to,” should be construed to mean that the list of potential activities for severe misconduct is non-exhaustive, but other activities considered to be severe misconduct must be similar to those included in the non-exhaustive list. In general, severe misconduct should be understood to be actions that put the reputation, finances, and legal status of the Employer at risk, or otherwise put the safety and wellbeing of other Employees at risk. In no way should this definition of “severe misconduct” be construed to include protected concerted union activity.

**Section 12.2. Corrective action steps.**

The following is the formal process for corrective action:

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

**12.2.1.** Documented Verbal Warnings and Written Warnings should contain the following information:

- A clear statement of the performance deficiency;
- A description, including a timeline if applicable, of what needs to be done to correct the problem.

A Performance Improvement Plan will 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.

In a performance improvement plan, the supervisor must clearly identify deficiencies and inform the Employee of those deficiencies. 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. The Performance Improvement Plan shall include clear metrics for achieving improvement in the terms of the Performance Improvement Plan, or what further deficiencies would require an extension of the

Performance Improvement Plan. Both the Employee and their supervisor will sign the Performance Improvement Plan and meet at least weekly during the term of the Performance Improvement Plan.

At the Performance Improvement Plan step of the corrective action process, the Employee has the option to request Management's support in the creation of a voluntary pathway for the Employee to resign from the organization, including the creation of an agreed upon timeline.

**12.2.2.** The Performance Improvement Plan 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 Performance Improvement Plan.

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

- Documented Verbal Warning—3 months
- Written Warnings—6 months
- Performance Improvement Plan—12 months after the conclusion of the Plan Period
- Suspensions of three days or less—24 months
- Suspensions of more than three (3) days and/or Demotion—30 months

### **Section 12.3. Arbitration.**

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. Discipline is a management right.**

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. Definition of grievance.**

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. Grievance requirements, generally.**

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. Grievance Steps.**

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

#### **13.3.1. 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 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.

**13.3.2. Step 2 - Written Submission of the Grievance to the Employer's chief executive officer.**

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 chief executive officer 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 chief executive officer, and Employer representatives. The chief executive officer or designee shall provide a written answer to the grievance within five (5) workdays following the meeting.

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

If the decision of the chief executive officer 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, chief executive officer, 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.

#### **13.3.4. 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. Arbitrator interpretation limitations.**

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. Data sharing for grievances.**

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. Work schedule, generally.**

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. Flex time.**

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 chief executive officer.

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.**

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 or shared meeting space, 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.

**14.4.4.** In the event multiple Employees are nursing at the same time, the Employer will work with the nursing Employees to determine additional accommodations.

#### **Section 14.5. Schedule modifications.**

After one year of service if organizational needs permit, Employees may request permission from their direct supervisor and the chief executive officer to work reduced hours or other modified schedules. 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 or an otherwise modified schedule is at the sole discretion of the Employer.

#### **Section 14.6. Hybrid work from home policy.**

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 Remote Employees, or for Employees granted specific modified schedules, 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.

Other days may be granted WFH with the following considerations:

- Supervisors may grant 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. Unless otherwise modified through other provisions of this Agreement, Employees are expected to work no less than eight (8) continuous hours per day with breaks encouraged during those hours.

### **Section 14.7. Work From Home requirements.**

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 the Employer’s digital forms of communication, such as Slack, Outlook or Teams, 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 then return home to work). Employees should prioritize attending all in-person coalition meetings to build relationships and foster collaboration.
- Employees shall note modifications to standard working hours clearly on their calendar.

**Section 14.8. Transit time as time worked.**

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.

**Section 14.9. Summer Hours.**

To encourage Employee wellbeing during the summer, the chief executive officer may announce Summer Hours for Employees “in good standing” (defined in Section 17.12). Summer Hours refer to reduced hours for a set schedule of days typically between Memorial Day and Labor Day. If an Employee works during designated Summer Hours, the Employee may propose the use of Flex Time, adhering to the guidance in Section 14.2.

**Article 15: Insurance**

**Section 15.1. Insurance programs, generally.**

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:

<b>Annual Gross Salary</b>	<b>Premium Payment Limitations</b>
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. Equal Employee contributions.**

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. Life insurance.**

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. Flexible spending accounts.**

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. short- and long-term disability insurance.**

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 \$50,000.00 annually. The minimum salary in this section and the band schedule in

16.2 does not apply to temporary Employees and student interns. Effective July 1, 2026, all bargaining unit Employees shall receive an increase to their salary of \$1,500.00 plus a 2.5% wage increase.

**Section 16.1.2. Accounting for the costs of remote work.** To support costs associated with maintaining a remote office, new Employees hired as Remote Employees shall receive an increase in their salary of \$750.00 above what they would have received as a non-remote Employee. Existing Remote Employees shall receive an additional salary increase of \$750.00 on July 1, 2026.

**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, 2026:

<b>Band</b>	<b>Minimum</b>	<b>Maximum</b>
A	\$50,000.00	\$60,000.00
B	\$55,000.00	\$70,000.00
C	\$65,000.00	\$80,000.00
D	\$75,000.00+	

Within 180 days following the effective date of this Agreement, in consultation with the Labor Management Committee, the chief executive officer 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, 2027, and on every January 1 during the term of this Agreement, all bargaining unit members shall receive at least a 2.5% general wage increase. In the event non-Union Employees receive in excess of a 2.5% general wage increase, Union members shall receive the equivalent general wage increase. Any bargaining unit members making less than \$60,000.00 will receive a general wage increase of 4%. Any bargaining unit member making less than \$70,000.00 will receive a general wage increase of 3%.

#### **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 chief executive officer, 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.

### **Article 17: Paid Time Off**

#### **Section 17.1. PTO availability.**

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 increments.**

PTO days shall be allowed to be taken in one-half ( $\frac{1}{2}$ ) 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. Vacation timing.**

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. Seniority for vacations.**

In rare, extenuating circumstances that would require a minimum level of staffing, preference shall be given based on organizational priorities determined by the chief executive officer in the selection of vacation periods.

**Section 17.5. Vacation allocations.**

Regular full-time and part-time Employees shall receive vacation as follows:

<b>Years of Service</b>	<b>Vacation Days Earned</b>
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. Vacation carry over.**

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

**Section 17.7. Sick leave.**

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. Requirements for taking sick leave.**

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 an Employee's family member 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. Abandonment of job due to absence.**

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. Holidays.**

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. Sabbaticals.**

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 performance improvement plan or above in the immediate twelve months prior to request or received a written warning in the past six months. An Employee becomes eligible again three years after completing a sabbatical. For good cause, the chief executive officer may allow an Employee to take a sabbatical between one and three years after the last sabbatical if the Employee otherwise meets the continuous service requirements outlined in 17.12.1.

**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. All sabbaticals must be approved by the chief executive officer, and must be requested according to the following schedule:

<b>Sabbatical Length</b>	<b>Time-off Request timeline prior to sabbatical</b>	<b>Time at Employer</b>
Two weeks	One month	3 Years
Four weeks	Three months	6 years
Six weeks	Four months	9+ years

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 chief executive officer 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 chief executive officer.

**17.12.3.** Approval by the chief executive officer 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 chief executive officer.

## **Article 18: Other Leave**

### **Section 18.1. Jury Duty and Elections Leave.**

Employees may count time spent on jury service as time worked.

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 chief executive officer. 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: Professional Development**

#### **Section 19.1. Professional Development, Generally.**

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 chief executive officer.

##### **Section 19.1.1. Professional Development Plans.**

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 chief executive officer.

#### **Section 19.2. Committee Engagement as Professional Development.**

To encourage participation in staff committee leadership, Employees who chair staff committees shall be eligible for an additional \$600 in funds available for professional development. Committee chairs are encouraged to collaborate with at least one other member of their committee for the purposes of training them to be a potential future committee chair. Employees who receive an increase in their professional development funds for Committee leadership are not eligible for additional funds if they are also a board liaison.

### **Section 19.3. Board Engagement as Professional Development.**

To encourage staff playing the role of liaison to the Board, Employees who are staff liaisons shall be eligible for an additional \$600 in funds available for professional development. Board liaisons, in consultation with the chief executive officer, shall endeavor to identify opportunities for other Employees to participate in projects that connect those Employees with members of the Board of Directors. Board liaisons are encouraged to collaborate with at least one other Employee for the purposes of training them to be a potential future board liaison. Employees who receive an increase in their professional development funds as a board liaison are not eligible for additional funds if they are also a committee chair.

### **Section 19.4. The OEC Emerging Leaders Program.**

To invest in the building of skills amongst younger Employees, and to provide opportunities for OEC Employees to connect with other professionals, the OEC shall facilitate an Emerging Leaders program. The Emerging Leaders program shall be overseen by at least one unit staff member appointed by the chief executive officer, who shall be eligible for an additional \$600 in funds available for professional development.

### **Section 19.5. Attorney Professional Development.**

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. Licensing.**

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. Regular Employee feedback expectations.**

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: Miscellaneous**

### **Section 20.1. Protected concerted activity and non-disclosure agreements.**

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 20.2. Use of technology by Employees.**

The Employer shall provide:

- A computer, unless the Employee elects to use their personal computer. The Employer will give Employees at least two options for an Employer-provided computer.
- 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.

**20.2.1.** The Employer will make available general supplies at its office, such as pens and notebooks and technology peripherals, for use by Employees.

**20.2.2.** 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.

Employees who utilize their own personal computer will abide by all technology policies established by the Employer.

### **Section 20.3. Overhead requirement for grant writing.**

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 chief executive officer or designee, doing so could reasonably be expected to prevent the organization from successfully securing the grant.

### **Section 20.4. Rules regarding travel.**

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 chief executive officer. 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 20.5. Following an inclusive budget process.**

The Employer shall conduct an annual inclusive budgeting process, ensuring all Employees, both bargaining unit Employees and non-bargaining unit Employees, have the opportunity to participate in the development of organizational budgets. Budget owners will meet with the Employee(s) designated to develop the annual budget to discuss budgetary needs. The Employer may withhold confidential information from the bargaining unit during the budget process, such as Employee compensation. This section in no way limits the management rights of the Employer to set its final budget.

## **Article 21: Retirement**

### **Section 21.1. Retirement fund provided to employees.**

The Employer shall maintain during the term of this Agreement a retirement plan with an elective salary deferral option for the benefit of bargaining unit Employees, such as a SIMPLE IRA. The Employer will match, at minimum, 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. Unless the Employer adopts a plan contemplated under Section 21.2, an Employee may elect to change retirement plans annually during the organization's open enrollment period.

### **Section 21.2. Rules for establishing an employer-sponsored plan.**

The chief executive officer, in consultation with the Labor Management Committee, may establish an employer-sponsored plan to manage the retirement benefit outlined in Section 20.1. Any employer-sponsored plan will, at minimum, result in an equivalent 3% match in contributions. If the Employer establishes such a plan, it may choose to require all Employees to utilize the plan as the sole retirement plan contemplated under Section 20.1. If the Employer establishes such a requirement, it will work with the Labor Management Committee to ensure all Employees understand how to utilize the new plan, including, if possible, how to transfer funds from the sponsored plan to the Employee's preferred financial and retirement services provider.

## **Article 22: Health and Safety**

### **Section 22.1. Providing a safe work environment.**

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 22.2. Legal Compliance.**

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

## **Article 23: Severability**

### **Section 23.1. Severability, generally.**

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 23.2. 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 24: Termination and Renewal**

This Agreement shall be in full force and effect until June 30, 2029 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 Eighteenth Day of May, 2026.

*For the*

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

Marquis Frost, Chicago Midwest Regional Joint Board

Annalisa Rocca, OEC Staff Representative

Molly Jo Stanley, OEC Staff Representative

Riley Dean, OEC Staff Representative

*For the*

*OHIO ENVIRONMENTAL COUNCIL*

Carol Kauffman, Chief Executive Officer

Chris Tavenor, General Counsel

Dante Ferguson, Chief Operating Officer

Alaina McCleery, Managing Director of Individual Giving