

State of Ohio

State Employment Relations Board

In the Matter of

: SERB Case Numbers:

Between

: 2025-MED-07-0701

:

:

IN THE MATTER OF:
INTERNATIONAL UNION, UNITED
AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, UAW AND LOCAL
2192
(BARGAINING UNIT EMPLOYEES)

: Date of Hearing: December 8, 2025

Date of Report: January 7, 2026

Maurice J. Evans, Fact Finder

-AND-

THE LORAIN COUNTY BOARD OF
COMMISSIONERS DEPARTMENT
OF JOB AND FAMILY SERVICES
(EMPLOYER)

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Appearances:

For Lorain County, Employer

: For UAW Local # 2192, Union

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Fact Finding Report and Recommendation

APPEARANCES

For Lorain County, Employer

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Karen L. Perkins, Deputy Administrator Lorain County Commissioners

Christopher Cabot, JFS Director

Dan Petticord, JFS Deputy Director

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For UAW Local #2192, Union

Andrea Thomas, UAW Local #2192, Fact-Finding Spokesperson

Gina Jones, JFS Chairperson Local #2192

Nadine Plavsich, Co-Chair Local #2192

Tyler Brickman, JFS Bargaining Rep. Local #2192

Adam McKenzie, UAW Rep.

BACKGROUND

Lorain County is a part of the Lake Erie County community in Northeast Ohio and part of the broader Cleveland regional economy. With Elyria as the county seat and the City of Lorain as the largest municipality, the county combines older industrial and waterfront communities with fast-growing suburbs and developing exurban areas. Lorain County's population has risen modestly over the last 15 years. The county counted a little over 301,000 residents in 2010. In 2020, population increased to approximately 313,000 and the Census Bureau's most recent estimate shows as of July 1, 2024, a 2.9% increase from the 2020 base. This growth is occurring alongside a notable aging population: residents 65 and older are 20.9% of the population, which can affect supply, service demands, and public-sector staffing needs. Lorain County's annual average unemployment rate has hovered around 4.0%, placing it near full employment by conventional labor-market standards. From December 2023 to December 2024, Lorain County's employment grew 0.7% and among Ohio's largest counties, and average weekly wages in the county were up 3.7% over the year in the fourth quarter 2024. These indicators suggest a steady expansion with continued wage competition in the regional labor market.

From 2019 – 2023, Lorain County's median household income is estimated at \$70,693 and the poverty rate at 11% to 13%. The State of Ohio poverty rate at 12% to 13% and the U.S. poverty rate at 12% to 13% (U.S. national median was about \$78,500 for 2019-2023).

The median property value in Lorain County (2023) was about \$207,200.

INTRODUCTION

This undersigned, Maurice J. Evans, was duly appointed by the State Employment Relations Board (“SERB”), by letter dated October 20, 2025, as Fact Finder in the matter of Lorain County Job and Family Services (“Employer” or “County”) and International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW Local #2192 (“Union” or “UAW”), pursuant to Ohio Administrative Code (“OAC”) §4117-9-05 – Fact Finding | State Regulations. Pre-Hearing Position Statements were filed with the Fact Finder in a timely manner. The Fact Finder Hearing (“the Hearing”) was held at the offices of Lorain County Department of Job & Family Services, 42485 North Ridge Road, Elyria, Ohio 44035 on December 8, 2025. The Union was represented by Andrea Thomas, and the Employer was represented by Michael D. Esposito, Esq. The Fact Finder offered the County and UAW (“the Parties”) during the fact-finding process the Parties had the opportunity to engage in mediation over different Article(s). The Parties discussed different Article(s) with no resolution. The issues were submitted to the Fact Finder for recommendation based on the Pre-Hearing Position Statements of the Parties, documentary evidence submitted by the Parties, and testimony presented at the Hearing. The Parties agreed to extend the deadline for the Fact-Finding Report and Recommendations until January 5, 2026.

I. PROCEDURAL HISTORY

The Lorain County Department of Job & Family Services (hereinafter “Employer” or County”) is a party to a labor agreement with the UAW, Local #2192, (hereinafter “Union or UAW”) commenced in earnest following the expiration of the prior collective bargaining agreement on December 31, 2024. The parties have engaged in approximately seven (7) bargaining sessions overall. These matters that are resolved by formal agreement are as follows:

| | |
|-------------|------------------------------------|
| Article 5 | Due Deduction |
| Article 6 | Grievance Procedure |
| Article 15 | Classification and Job Description |
| Article 21 | Job Audits |
| New Article | Compensatory Time |

Based on discussions with the Representative of the Union and formal documents being exchanged to further effectuate formal tentative agreement, it is also believed that the following items will be formally agreed upon as of the date of the hearing, none of these Articles were discussed in the Fact-Finding hearing:

| | |
|------------------|---|
| Preamble/Purpose | |
| Article 3 | Non-Discrimination |
| Article 4 | Management Rights |
| Article 7 | Discipline |
| Article 8 | Personnel File |
| Article 9 | Seniority |
| Article 10 | Probationary Period/Transitional Period |
| Article 11 | Evaluation Procedure |
| Article 12 | Promotions |
| Article 13 | Demotions |
| Article 14 | Transfers |
| Article 16 | Layoff and Recall |
| Article 17 | Health and Safety |
| Article 18 | Application of State Civil Service Law |

| | |
|------------|--|
| Article 19 | Dress Code |
| Article 20 | Standard of Conduct |
| Article 22 | Inclement Weather |
| Article 23 | Civil Service Examinations |
| Article 26 | Court Leave |
| Article 28 | Military Leave |
| Article 29 | Family and Medical Leave |
| Article 30 | Disability Leave |
| Article 34 | Life Insurance |
| Article 35 | Liability Insurance |
| Article 39 | Public retirement System |
| Article 40 | Bilingual Pay |
| Article 41 | Auto Expense Reimbursement |
| Article 42 | Mail Service |
| Article 43 | No Strike/No Lockout |
| Article 44 | Bulletin Boards |
| Article 45 | Labor/Management Meeting |
| Article 46 | Rules and Regulations |
| Article 47 | Severability |
| Article 48 | VCAP Program Deductions |
| Appendix A | Payroll Deduction/VCAP Authorization Forms |
| Appendix B | Classification Series Listing |
| | Letter of Understanding on Contract Custodial Services |
| | Letter of Understanding Labor/Management Meetings |
| | Letter of Understanding Seniority Tiebreakers |
| | Letter of Understanding Sick Leave Donations |
| | Letter of Understanding Spousal Surcharge |
| | Letter of Understanding Kronos-Vacation Notice |
| | Letter of Understanding Vacation Advancement for Existing Personnel (Delete-Expired) |

Side Letter Lump Sum Payment (Delete-Expired)

Letter of Understanding Wage Schedule Administration (Delete-Expired)

The parties held approximately seven (7) bargaining sessions over several months, the parties mutually agreed to mediation. On or about December 1, 2025, the parties met with a mediator yet were unable to resolve numerous economic and noneconomic issues.

Upon reaching statutory impasse, the parties proceeded to fact-finding pursuant to Ohio Revised Code 4117. On or about December 8, 2025, a fact-finding hearing was conducted, during which both parties presented testimony from witnesses, financial documents, wage tables, insurance cost data, comparative county information, historical bargaining records, transcripts of internal discussions, and detailed explanations of proposed policy changes—including the Employer’s proposed new attendance/point system known as “10B.”

The hearing record includes multiple transcripts, employer position statements, union counterproposals, and relevant budget documents. Both parties were afforded full opportunity to present evidence and argument. This Report has been prepared based on the complete record before the Fact Finder. The Fact Finder’s report and recommendations will be completed and submitted on or before January 5, 2026, for the Lorain County Board of Commissioners Department of Jobs and Family Services (Employer) and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW and ITS Local #2192 (Bargaining Unit Employees).

II. STATEMENT OF FACTS

The bargaining unit consists of approximately 144 employees (to be updated upon submission of payroll roster), including Eligibility Specialists, Clerical Support Technicians, Investigators, Case Aides, Caseworkers, and other classifications. These positions are central to the administration of Ohio Works First, SNAP, Medicaid, childcare assistance, child support referrals, and other essential public services.

Central to this dispute is the Employer's wage range system, consisting of a minimum and maximum hourly rate for each grade. Instead of traditional step progression, employees move to fixed milestones (20%, 40%, 50%, 60%, 75%) of the range based solely on years of service. Testimony established that under this model, no employee can ever reach the maximum rate of any pay grade, because both employee wages and the maximum increase at the same annual percentage. Once an employee reaches the 75% milestone—typically at the same annual percentage. Once an employee reaches the 75% milestone—typically after 25 years of service—the gap between their wage and the maximum remains constant indefinitely.

The Employer also acknowledged that some employees currently earn above the posted maximum due to previously rolled-in longevity payments. This inconsistency illustrates a structural flaw: the wage ranges do not accurately represent the real ceilings or floors for employee compensation.

Insurance costs have risen significantly in recent years, with premium increases of 8% to 13% in certain years. Testimony revealed that several employees forego medical treatments, specialty medications, and family coverage due to unaffordable costs. This has materially impacted on take-home pay and employee morale.

The Employer proposes a new attendance and point-based discipline system—referred to as “10B”—which includes new categories of ‘lost time,’ stricter documentation, and automatic penalties affecting personal leave, incentive leave, and progression toward disciplinary action. The Union contends that the system is punitive, unnecessary, and unsupported by evidence of widespread attendance abuse.

The Employer also argues fiscal constraints, including a projected \$1 million reduction in federal SNAP administrative funding, declining RMS reimbursements, and the County's ongoing capital commitments related to county jail renovations, sewer infrastructure, and technology systems.

The Union counters with a large increase in the past five (5) years of upper management positions making \$100,000 plus. From sixty-five (65) upper management positions to approximately one hundred and fifty-seven (157) upper management positions, which is an increase of one hundred and forty-two (142%) (According to testimony and documents presented by the Union). The Union also argued that staffing shortages, high caseloads, and an inability to recruit and retain qualified employees have already strained operations and threatened service delivery. In the hearing, there was a large discussion regarding burnout, excessive caseloads, and the inability to sustain careers at JFS under current wages and insurance costs.

III. POSITIONS OF THE PARTIES

Employer's Position

Lorain County Department of Job & Family Services

The Employer maintains that its final offer represents a fair and responsible resolution of the parties' dispute and appropriately balances the interests of employees with the County's obligation to manage public resources and ensure uninterrupted delivery of mandated services. The County asserts that overall compensation for JFS employees is reasonable when viewed in totality, including wages and benefits, and that additional wage increases beyond those proposed would place unnecessary strain on the County's budget. The Employer emphasizes rising healthcare and operational costs, competing demands across County departments, and the need for long-term fiscal sustainability. With respect to benefits and policy matters, the Employer contends that proposed changes are necessary to control escalating costs, maintain consistency across bargaining units, and preserve operational flexibility. Accordingly, the County urges adoption of its final offer as consistent with statutory criteria, sound fiscal management, and the public interest.

Union's Position

UAW Local #2192

The Union contends that Lorain County JFS employees are undercompensated relative to the nature of their work, comparable public employers, and the County's demonstrated ability to pay. UAW Local #2192 emphasizes that bargaining-unit employees perform complex, high-volume, and emotionally demanding work essential to the delivery of critical public services, and that staffing shortages and turnover have increased workloads for remaining employees. The Union argues that proposed wage increases are necessary to address wage stagnation, recruitment and retention problems, and internal equity concerns, including wage compression. The Union further maintains that proposed changes to health insurance and related benefits constitute economic concessions that effectively reduce take-home pay and should not be imposed where employees already contribute significantly to benefit costs. The Union therefore requests that the Fact Finder recommend the Union's final offer as necessary to achieve fair compensation, workforce stability, and continued quality service to Lorain County residents.

IV. ISSUES AT IMPASSE

| Issues / Articles | Management Position (Employer) | Union Position (Employees) |
|---|---|---|
| 1. Article 2 – Union Representation | Keep current language. | Expanded steward access, more representational time. |
| 2. Article 24 – Sick Leave | Keep current language. | More flexibility, reduced documentation requirements, protections from punitive use. |
| 3. Article 25 – Bereavement Leave | Keep current language. | Requested broadened definition of family and/or additional days. |
| 4. Article 27 – Union Leave | Keep current language. | Requested more flexibility or fewer scheduling restrictions. |
| 5. Article 31 – Workday/Workweek | Proposed revised language; maintains 8-hour day/40-hour week; maintains 60-day notice for schedule changes. | More predictability, limits on employer schedule changes, and flexibility. |
| 6. Article 32 – Wages | Wage increases of 4.5%, 3.5%, 4% over 3 years; keep pay grade structure. | Larger increases; fixes for compression; limits on mid-point hiring; possible return of longevity. |
| 7. Article 33 – Health Insurance | Maintain 85% employer / 15% employee premium share. | Keep current contract/caps on premium increases or out-of-pocket costs. |
| 8. Article 36 – Holidays | Keep current holiday list. | Additional holidays (floating day, cultural holidays, or adjustments when holidays fall on weekends). |
| 9. Article 37 – Vacation | Keep current accrual schedule. | Faster accrual, front-loaded vacation, or more flexible usage rules. |
| 10(a). Article 38 – Personal Leave | Keep current structure (32 hours/year with lost-time penalties). | More personal days, less punitive accrual rules, and simpler administration. |
| **10(b). NEW ARTICLE – Attendance/Tardiness Point System | Create strict no-fault point system: lates/tardies/absences generate automatic points leading to discipline up to termination. Loss of personal leave tied to discipline. | System is punitive, contradicts just cause, too rigid, increases discipline. The new article may have some conflicts with different article(s) in the contract. |
| 11. Article 49 – Duration | Employer wants a 3-year contract . | Union may accept 3 years or may prefer 2 years depending on economics. |
| 12. MOU – Remote Work Policy | Reinstate remote work with Employer full discretion to approve, modify, suspend. Defines strict expectations and eligibility rules. | Requested objective eligibility standards, limits on arbitrary removal, guaranteed remote days. |
| 13. Retention Bonus | Employer reject Union’s proposal entirely. | One-time retention incentive based on recruitment/retention concerns. |

ANALYSIS AND RECOMMENDATIONS

Based on the positions of the Parties and discussions held during the Hearing, the Fact Finder presents the following recommendations:

ARTICLE 2

Union Representation

Employer Position:

The Employer proposes to maintain the current contract language governing Union representation and release time.

Union Position:

The Union seeks expanded steward access and additional representational time.

DISCUSSION:

The record does not establish that the current language has prevented employees from accessing Union representation or that expanded release time is necessary to effectuate statutory rights. At the same time, testimony reflects occasional disagreement regarding the practical application of the existing language. These concerns are better addressed through clarification rather than expansion.

RECOMMENDATION:

Maintain the current contract language. Clarify that reasonable access for legitimate representational duties shall be permitted, provided such access does not unduly interfere with operations.

ARTICLE 24

SICK LEAVE

Employer Position:

The Employer proposes to maintain the current sick leave language, including documentation requirements.

Union Position:

The Union seeks increased flexibility, reduced documentation requirements, and protection against punitive application of sick leave.

DISCUSSION:

The evidence does not support the finding of systemic sick leave abuse warranting more restrictive controls. At the same time, the Employer retains a legitimate interest in addressing patterns of misuse. The current language permits overly broad discretion that has led to inconsistent application and employee confusion.

Also, evidence was presented at hearing demonstrates that bargaining-unit employees accrue sick leave at a lower rate than non-bargaining-unit employees. The Employer acknowledged that this difference stemmed from a long-standing administrative error which, once identified, required correction for non-bargaining-unit employees to avoid potential statutory and audit consequences. Correcting the disparity for only one group of employees perpetuates unequal treatment without a rational operational basis.

Although the Employer contends that the disparity was not intentional, the resulting inequity persists. The record shows that bargaining-unit and non-bargaining-unit employees perform comparable work and are subject to the same attendance expectations. The Union's proposal is limited to equalizing sick leave accrual and does not exceed the benefit provided to non-bargaining-unit employees. Moreover, all other leave accruals—including vacation and personal leave—are already aligned between the groups. Maintaining this single disparity in sick leave accrual therefore lacks persuasive operational or equitable justification.

RECOMMENDATION:

Accordingly, the Fact Finder recommends that the parties modify the sick leave accrual provision to provide bargaining-unit employees with the same accrual rate as non-bargaining-unit employees.

Modify the current language to limit routine documentation requirements for single-day or pre-scheduled absences. Documentation may be required in cases of multi-day absences or demonstrated patterns of misuse. Sick leave shall not function as an automatic disciplinary trigger absent just cause.

ARTICLE 25

Bereavement Leave

Employer Position:

Maintain current language.

Union Position:

Broaden the definition of family and/or provide additional bereavement days.

DISCUSSION:

The request to expand the definition of immediate family is consistent with evolving workplace standards and does not present a demonstrated operational hardship. The record does not support the need for additional days.

RECOMMENDATION:

Adopt a limited expansion of the definition of immediate family to include domestic partners. No additional bereavement days are recommended.

ARTICLE 27

Union Leave

Employer Position:

Maintain current language.

Union Position:

Increase flexibility or reduce restrictions on Union leave.

DISCUSSION:

The Union did not establish that the current restrictions are unreasonable or have been applied in a manner inconsistent with the Agreement.

RECOMMENDATION:

Maintain current language.

ARTICLE 31

Workday/Workweek

Employer Position:

Maintain the 8-hour day / 40-hour week and 60-day notice requirement for schedule changes.

Union Position:

Greater predictability and limits on schedule changes.

DISCUSSION:

The Employer's proposed structure is consistent with operational needs. However, schedule changes must be grounded in legitimate business necessity and applied consistently.

RECOMMENDATION:

Adopt the Employer's proposed structure with clarification that schedule changes shall be based on operational need and shall not be applied in an arbitrary or punitive manner.

ARTICLE 32

WAGES

Employer Position:

General wage increases of 4.5%, 3.5%, and 4%, along with increases to the minimum and maximum of the wage ranges.

Union Position:

General wage increases of 8% per year, structural changes to address wage compression, and limitations on midpoint hiring.

DISCUSSION:

The evidence establishes that the existing wage structure creates permanent ceiling effects and contributes to compression, undermining retention and morale. While the Union's proposed increases are aspirational, the Employer's position does not adequately address these structural defects.

RECOMMENDATION:

Approve general wage increases of 4.5%, 4.5% and 4%. Require modification of the wage structure to eliminate permanent ceiling effects and address compression. The Parties have agreed to remove the catch point language. Also, retro pay after the CBA has been signed.

ARTICLE 33

INSURANCE

Employer Position:

Maintain the 85% Employer / 15% Employee premium contribution.

Union Position:

Maintain current contract language and limit employee cost increases.

DISCUSSION:

The documentary record supports the existing contribution structure. However, testimony reflects ongoing affordability concerns that cannot be ignored.

RECOMMENDATION:

Maintain the current 85% / 15% contribution structure. The Parties are encouraged to cap the employee's contribution structure for the duration of this contract to address affordability through bargaining, caps, or economic offsets rather than unilateral cost-shifting.

ARTICLE 36

Holidays

Employer Position:

Maintain the current holiday schedule.

Union Position:

Add holidays or provide floating holidays.

DISCUSSION:

The record does not support the addition of fixed holidays. Limited flexibility may be appropriate.

RECOMMENDATION:

Maintain the current holiday list. The Parties may negotiate limited floating holiday time subject to operational coverage requirements.

ARTICLE 37

Vacation

Employer Position:

Maintain the current accrual schedule.

Union Position:

Accelerated accrual or increased flexibility in usage.

DISCUSSION:

The accrual structure itself is not shown to be unreasonable. Issues raised relate primarily to usage and emergency application.

RECOMMENDATION:

Maintain current accrual rates. Modify usage provisions to prevent placement into unpaid status where accrued leave is available.

ARTICLE 38

Personal Leave

Employer Position:

Maintain 32 hours annually with lost-time penalties.

Union Position:

Additional leave and elimination of punitive provisions.

DISCUSSION:

Automatic penalties unrelated to demonstrated abuse undermine the purpose of personal leave.

RECOMMENDATION:

Maintain current accrual. Remove automatic penalties unrelated to just-cause discipline.

NEW ARTICLE - 10.B

Employer Position:

Adopt a no-fault point system with automatic discipline.

Union Position:

Reject the proposal as punitive and inconsistent with just-cause principles.

DISCUSSION:

The evidence establishes an eighty-eight percent (88%) usage of sick leave and many resignations. The evidence reflects a high utilization of sick leave and significant employee resignations; however, this evidence does not establish systemic attendance abuse. The Employer did not demonstrate systemic attendance abuse sufficiently to justify a no-fault disciplinary system. Such a system would conflict with established just-cause standards.

RECOMMENDATION:

Reject the proposed attendance point system in its entirety.

ARTICLE 49

AGREEMENT

Employer Position:

Three-year contract.

Union Position:

Two- or three-year contract depending on economics.

DISCUSSION:

A three-year term promotes stability given the economic and structural changes recommended.

RECOMMENDATION:

Adopt a three-year agreement for the successor contract period.

REMOTE WORK – MEMORANDUM OF UNDERSTANDING

Employer Position:

Employer discretion to approve, modify, or suspend remote work.

Union Position:

Objective standards and limits on arbitrary removal.

DISCUSSION:

Management discretion is appropriate but must be exercised objectively and consistently.

RECOMMENDATION:

Adopt a modified MOU. Remote work eligibility, continuation, and revocation shall be based on objective, documented, policies and procedures and non-arbitrary criteria.

RETENTION BONUS

Employer Position:

Reject the Union's proposal.

Union Position:

One-time retention incentive.

DISCUSSION:

Retention concerns are legitimate but are not appropriately addressed through a stand-alone contractual bonus without a broader strategy.

RECOMMENDATION:

Deny adoption of a retention bonus as a contractual entitlement. The Parties are encouraged to address retention through joint labor-management efforts.

CERTIFICATE OF SERVICE

The undersigned certifies that on this 7th day of January 2026, a true copy of the foregoing, Fact Finding Report and Recommendation, was sent electronically to the following:

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Fact Finder

LORAIN COUNTY DEPARTMENT OF JFS AND UAW LOCAL 2192

SERB Case No. 2025-MED-07-0701

SUMMARY AWARD

Issue 1: ARTICLE 2, UNION REPRESENTATION - Current Contract Language

Issue 2: ARTICLE 24, SICK LEAVE- Current Contract Language except change the accrual rate to 4.6 hours. (Same as non-bargaining employees)

Issue 3: ARTICLE 25, BEREAVEMENT LEAVE- Current Contract Language except add “domestic partner”

Issue 4: ARTICLE 27, UNION LEAVE- Current Contract Language

Issue 5: ARTICLE 31, WORK DAY/WORK WEEK - Current Contract Language

Issue 6: ARTICLE 32, WAGES

- Year 1 - 4.5%; Year 2 - 4.5%; Year 3 - 4.0%
- Removal of catch points as agreed to by the parties in 32.4
- Wage Increases would be retroactive after the CBA is executed

Issue 7: ARTICLE 33, HEALTH CARE INSURANCE - Current Contract Language (85%/15%) contribution split for duration of Agreement; Remove expired language.

Issue 8: ARTICLE 36, HOLIDAYS- Current Contract Language

Issue 9: ARTICLE 37, VACATION - Current Contract Language

Issue 10(a): ARTICLE 38, PERSONAL LEAVE - Current Contract Language

Issue 10(b): NEW ARTICLE, ATTENDANCE/TARDINESS- Reject Employer's proposed new language.

Issue 11: ARTICLE 49, DURATION OF AGREEMENT- 3-year agreement (9/16/2025 – 9/15/2028)

Issue 12: MEMORANDUM OF UNDERSTANDING -REMOTE WORK POLICY-
Maintain Current Remote Work MOU with modification as proposed by the Employer.

Issue 13: NEW LETTER OF UNDERSTANDING, RETENTION BONUS - Decline to Include New Retention Bonus.