

2020 Collective Bargaining Agreement



**November 1, 2020 through October
31, 2023**

Preamble

The East Bay Alliance for a Sustainable Economy (EBASE) advances economic, racial, and social justice by building a just economy in the East Bay based on good jobs and healthy communities. We address the root causes of economic injustice by developing strategic alliances among community, labor, and people of faith to build power and create change with low-income workers and communities of color.

This Agreement is entered into as of November 1, 2020 between East Bay Alliance for a Sustainable Economy (EBASE) and Communication Workers of America (CWA) Local 9415.

Article 1 - Union Classification

EBASE recognizes the Communications Workers of America as the exclusive collective bargaining representative in accordance with applicable federal labor law for all non-management employees of EBASE in the following job classifications:

- Senior Campaign Director
- Oakland Campaign Director
- Lead Strategic Researcher
- Special Projects Coordinator
- Concord Organizer
- Oakland Organizer
- Communications Coordinator
- Development Manager & Researcher
- FAME Organizer

While there are occasions when contractors and managers may perform unit work, EBASE agrees that contractors and managers shall not be used to avoid the creation or filling of traditional bargaining unit positions. EBASE may hire temporary employees for a time-limited project or with a time-limited stream of funding to complete a specific project. However, EBASE will make every effort to hire employees on a permanent basis.

EBASE agrees to notify CWA of the creation of any non-management job titles and, upon request, to discuss the inclusion or exclusion of these new positions in the bargaining unit. EBASE agrees to notify CWA in writing of any changes in the content of existing positions, or of any change in the job status of an employee, that may reasonably be deemed to affect their inclusion in or exclusion from the bargaining unit within ten working days of any such change. Disputes under this section shall be settled exclusively through the grievance and arbitration procedure.

Article 2 - Preference to Union Labor

EBASE has a strong commitment to organized labor and the collective bargaining process. Hence, EBASE will endeavor to give preference to unionized contractors/vendors where feasible, provided such commitment is not otherwise in conflict with applicable federal labor law. From time to time, a CWA Officer may request to the EBASE Executive Director a special meeting with the EBASE Board of Directors around the use of Union Vendors and Contractors. Approval of such meeting request will not be unreasonably withheld.

Article 3 - Non-Discrimination

EBASE and CWA agree that they will not discriminate against any employee by reason of race, color, creed, gender (including gender identity and gender expression) religion, marital status, registered domestic partner status, age, national origin or ancestry, physical or mental disability, history of disability, medical condition (including cancer and genetic characteristics), genetic information, sexual orientation, pregnancy, childbirth or related conditions, citizenship, military service and veteran status, arrest or conviction record, union and political affiliation, and / or any other characteristic protected by state or federal law or local ordinance, or for engaging in or participating in political activity.

Article 4 - Bulletin Boards

The Union shall have the right to post a bulletin board in all of EBASE's offices where bargained for employees will be working. The use of the bulletin board is exclusively for the Union. EBASE shall provide reasonable space for the bulletin boards. Material shall be posted upon the bulletin board as designated. Material posted shall not be obscene, defamatory, or derogatory to EBASE or any of its employees.

Article 5 - Union Security

Each bargaining unit employee who is a member of CWA or who is obligated to tender to CWA amounts equal to periodic dues on the effective date of this Agreement, or who later becomes a member, and all employees entering into the bargaining unit on or after the effective date of this Agreement shall, as a condition of employment, pay or tender to CWA amounts equal to the periodic dues applicable to members for the period from such effective date or, in the case of employees entering into the bargaining unit after the effective date, on or after the thirtieth (30th) day after such entrance, whichever of these dates is later, until the termination of this Agreement.

The condition of employment specified above shall not apply during periods of formal separation from the bargaining unit by any such employee but shall reapply to such employee on the thirtieth (30th) day following the employee's return to the bargaining

unit. The term "formal separation" includes transfers out of the bargaining unit, removal from the payroll of EBASE, and leaves of absence of more than one (1) month in duration.

EBASE may inform employees and applicants for employment of their rights and obligations under the provisions of this Article.

CWA shall indemnify EBASE and hold it harmless against any and all suits, claims, demands, grievances or other forms of liability (including reasonable attorneys' fees incurred by EBASE) that arise out of or by reason of any action taken by EBASE for the purpose of complying with this Article.

Article 6 - Payroll Deduction of Union Dues

EBASE agrees to make deductions of proportionate amounts of monthly CWA membership dues or amounts equal to CWA membership dues, including assessments, authorized arrearages (a.k.a. back dues and fees), and initiation fees, hereinafter referred to collectively as "dues," from the pay of an employee upon receipt of a dues deduction authorization card or form, signed by such employee, each payroll period, and to pay over to CWA the amounts thus deducted no later than fifteen (15) days after the end of the preceding month during which deductions were made. Dues deductions will begin as soon as reasonably possible after receipt of the signed authorization card or form in accordance with the EBASE's normal payroll procedures.

If, for any reason, EBASE fails or is unable to make the authorized deduction from pay in any payroll period, EBASE will deduct the accumulated authorized deduction in an ensuing payroll period or periods, provided the employee's pay is sufficient to do so. In case the accumulated amount exceeds the amount of authorized deductions, the deductions shall be made in an ensuing payroll period or periods at up to four (4) times the authorized amount until the accumulated amount is deducted.

When an employee is granted an unpaid leave of absence of one (1) month or longer otherwise provided for in this Agreement, any authorization for deduction of dues shall be automatically suspended. Such suspended authorization shall be automatically resumed when an individual on leave is returned to the payroll.

When an employee who has authorized EBASE to deduct union dues is temporarily promoted or transferred to a non-bargaining unit position for a period of one (1) full week or more, the dues deduction authorization will continue in effect until the temporary promotion or transfer exceeds four (4) full weeks. If such temporary promotion or transfer exceeds this four (4) week period, any authorization for the deduction of Union dues shall be automatically suspended. Should the temporary promotion or transfer be terminated and the employee returned to a bargaining unit position, dues deductions shall be automatically reinstated without requiring a new authorization form from the employee.

The rate or amount of the dues deduction for all members, for any job title and wage

classification may be changed by CWA notifying EBASE in writing of the dues change. Following formal notice from CWA, such change in dues rate or amount will be deducted from bargaining unit employees' future wage payments in accordance with EBASE's regular payroll practice.

EBASE and CWA shall meet for the purpose of determining what information can reasonably, easily, and without causing additional expense other than minimal expenditures, be provided by EBASE to CWA for purposes of implementing this Article and how such information shall be transmitted.

The information listed above will be taken from EBASE records and will be sent to CWA with the dues collected no later than fifteen (15) calendar days after the end of the preceding month during which deductions were made; however, CWA recognizes that errors and delays may and will occur and, in using the information furnished, CWA assumes all risks associated therewith.

Article 7 - Progressive Discipline Procedure

When dealing with job-related behavior and issues that do not meet expected and communicated performance standards, EBASE will use progressive discipline as a process of assisting the employee to understand that a performance problem or opportunity for improvement exists.

EBASE endeavors to help employees strengthen their skills and performance on an ongoing basis to support their professional growth and development. EBASE does not consider these efforts to be disciplinary. EBASE supervisors counsel their staff in an effort to eliminate possible misunderstandings and to identify what constitutes good performance.

Bargaining unit members will be able to exercise their Weingarten right by clearly requesting union representation during any investigatory interview that could lead to discipline of the member. In other words, the employee has the right to consult with a shop steward or a CWA business agent or officer prior to the interview, to have that representative attend the interview, and to not answer questions during the interview until a representative is present. The member may choose from any available representative.

If EBASE asks an employee to sign a document to acknowledge its receipt, an employee may indicate that they refused to sign, and such refusal alone will not subject the employee to discipline or further discipline.

EBASE may discipline or terminate employees for just cause. There are four levels of progressive discipline used at EBASE, any one of which may be treated as the first step depending upon the circumstances and severity of the problem:

- A. Verbal and Documented Verbal Warnings

The supervisor will help the employee develop a solution to improve performance to the appropriate level. Verbal warnings, if documented, will be presented to the employee by their supervisor.

B. Written Warnings

The employee will meet with their supervisor and will be presented with a written notice of corrective action a.k.a. written warning. A written warning is designed to make sure that the employee is fully aware of the misconduct or performance problem, including the degree of seriousness and the consequences to the employee, and to EBASE if applicable, in the event the problem is not corrected. The written warning will not include specific goals and a time frame for employee improvement and maintaining / sustaining that improvement. A follow up date may be set as well to discuss the employee's progress.

C. Suspension

An employee may be suspended from work without pay as part of the progressive discipline procedure. Typically, this would follow counseling as well as verbal and written warnings.

D. Termination

In cases of serious misconduct, immediate rather than progressive corrective action may be taken. Termination can result from a serious single offense, or it can be the final step in a process to correct a series of minor to moderate offenses, infractions, or deficiencies.

Article 8 - Proactive Communication

When a Union representative identifies an issue or dispute in the workplace that is related to the parties' relationship under this CBA, they will interact / communicate with the appropriate EBASE manager at the earliest practicable time to help the parties resolve the problem(s) at the lowest possible level.

Article 9 - Grievance / Problem Resolution Procedure

A "grievance" is an alleged violation of an express written provision of this agreement during the term of this contract, although the Union and EBASE may jointly agree to submit other issues to this procedure. The Grievance / Problem Resolution Procedure is the sole and exclusive mechanism for handling grievances. EBASE and the Union agree that timely interaction with one another on workplace issues can eliminate the cause for most grievances. This Grievance / Problem Resolution Procedure is designed to provide a timely, efficient, and effective way of resolving workplace disputes. EBASE and the Union agree that it is in their mutual interest to promptly resolve grievances at the lowest

possible level. Before initiating a Step I, an earnest effort will be made to settle the grievance through informal discussions.

A. Grievance Procedure – Step One

First, the Union will present the grievance to EBASE in writing, including the nature of the grievance, the date of the occurrence, the Agreement article / section alleged to have been violated, the name of the grievant and the remedy sought. The grievance must be presented within 30 calendar days from the first occurrence of the action (or omission) giving rise to the grievance, or within 30 calendar days after the aggrieved party reasonably should have known about the action (or omission) giving rise to the grievance. Within 14 calendar days from the presentation of the grievance, a meeting will take place between the Union, and EBASE. The meeting shall take place at EBASE during working hours. Two paid Union representatives designated by the Union may attend this meeting. EBASE shall give its written answer within 14 calendar days after the meeting.

B. Grievance Procedure – Step Two

If the grievance is not resolved at Step I, it may be escalated by the Union to Step II. A Step II Grievance will be presented to the Executive Director or authorized designee, i.e., when the Executive Director is absent or when a grievance involves the Executive Director.

Step II Grievances will be processed as follows:

Prior to the Step II Grievance meeting, the Union will notify EBASE in writing of its intent to escalate a Step I grievance to Step II, and the Union must do so within 15 calendar days from receiving EBASE's Step I written answer.

Upon timely escalation of the grievance to Step II, EBASE will hold the Step II Grievance meeting within 15 calendar days of receipt of the Union's written intent to escalate the grievance to Step II. Two paid Union representatives designated by the Union may attend this meeting.

Following the Step II Grievance meeting, but no later than 15 calendar days after the Step II meeting, EBASE management will inform the Union in writing of EBASE's Step II decision.

During the processing of grievances at Step I and Step II, and in arbitration if that becomes necessary, EBASE will deal with the Union representative handling the grievance, not the grievant (a.k.a. the aggrieved employee), with respect to the grievance.

C. Sharing Information

During the processing of Step I and Step II grievances, and in preparation for any eventual arbitration, the parties agree to share relevant information with one another and to provide copies of documents they have relied upon or intend to rely upon. This timely exchange of information, including the exchange of documents, is intended to facilitate

resolution of the dispute as well as assist the parties in their preparation at each step of the procedure. EBASE shall not be required to provide materials it reasonably believes are related to (1) communications between and deliberations of non-bargaining unit persons, (2) nonpublic EBASE financial information, excluding annual organizational budget document requested during layoff grievances, or (3) materials protected by the attorney-client privilege or the attorney work product doctrine. CWA will ensure that EBASE confidential information disclosed during the grievance / problem resolution procedure shall be kept confidential to the extent possible.

D. Arbitration Procedures

Arbitration cases should be minimal due to effective use of the Grievance / Problem Resolution Procedures outlined here.

If the grievance is not resolved during Step I or Step II, the Union may by written notice to EBASE submit the grievance to arbitration no later than 21 calendar days after EBASE provides its Step II decision. The first day of the arbitration will be held within six months from the date of timely written notification of the intent to arbitrate the grievance.

A panel (a.k.a. list) of arbitrators will be requested by mutual agreement of the parties for hearing arbitration cases. Upon receipt of a timely written intent to arbitrate, the case will be assigned to an available arbitrator. The parties agree that they will obtain a list of labor arbitrators from the American Arbitration Association (AAA), Federal Mediation and Conciliation Service (FMCS), or the California State Mediation and Conciliation Service (CSMCS). If an arbitrator notifies the parties that they are unable to accept a case, the case will be referred to the next arbitrator. If the next arbitrator cannot provide a hearing date within the six month time frame, the parties shall proceed through the remaining arbitrators, in order of appearance, until a hearing date can be scheduled ideally within the six month timeframe of this section.

The designated representatives of EBASE management and of the Union shall promptly agree on a hearing date after securing available hearing dates from the arbitrator. The parties shall schedule the hearing in accordance with customary procedures for Northern California labor arbitration cases. The fees and costs of arbitration, including the Arbitrator's per diem, scheduling and / or cancellation fees, the per diem or fees of a stenographer, and transcript costs shall be borne equally by the parties. Any legal fees and costs shall be paid by the party incurring them.

If the parties cannot agree on a proposed hearing date, then the Arbitrator selected by their mutual agreement shall be empowered to schedule the opening date for hearing within the six month timeframe outlined above.

All decisions within the jurisdiction of the Arbitrator under this Agreement and as agreed upon at hearing will be final and binding on all parties, except that the arbitrator shall have no authority to add, subtract from, modify, change or disregard any of the provisions of this Agreement or make awards retroactive beyond the date of the grievance.

E. Timelines

The timelines of the parties' Grievance / Problem Resolution Procedure outlined above may be extended by mutual agreement of the Union and EBASE. In the absence of such agreement, the time limits shall be mandatory.

Article 10 - Labor Management Committee

The purpose of the Labor Management Committee (LMC) is to promote open and productive discussion and communication and increased effectiveness at EBASE. The LMC may discuss subjects contained in the collective bargaining agreement as well as those not covered by the agreement.

The LMC is required to meet quarterly, or more frequently if mutually decided upon by the Union and EBASE Management. The meeting will not exceed 2 hours. The meeting will take place during normal business hours. The quarterly meeting may be rescheduled or cancelled if mutually agreed upon by the Union and EBASE Management.

The LMC meeting agenda will be mutually agreed upon by a Union Representative and EBASE Management. The meeting will be co-facilitated by EBASE Management and a Bargaining Unit Employee. All Bargaining Unit members will have the opportunity to attend this meeting. Upon request, EBASE Management or the Union must make a good-faith effort to respond to questions raised in the LMC within 2 weeks of the meeting.

The LMC may be used to raise issues concerning the following but not limited to:

1. Feedback on organizational resource management, staffing and structures, and calendaring
2. Identifying professional development opportunities and needs
3. Organizational culture issues, such as political education
4. Team structures and protocols, as well as communication between work teams
5. Supervisory protocols
6. Staffing opportunities and needs
7. Emergent campaign opportunities and needs
8. Strategic and other planning
9. Planning of staff retreats
10. All hands on deck requirements
11. Fundraising related issues
12. Office and employee work environment and conditions
13. Operational matters
14. Computer and equipment maintenance and upgrades
15. Building or office maintenance matters
16. Budget and funder information

Article 11 - Health and Safety

EBASE agrees to abide by all federal, state and local laws regarding employee health and safety. The parties agree that all employees should have a safe and healthful work environment and that the employees will cooperate with EBASE to achieve that result. To facilitate this provision, the Union may address health and safety issues on the agenda for the Labor Management Committee. For items of more pressing nature, CWA should contact EBASE management to discuss the matter.

Article 12 - Lactation Accommodation

CWA and EBASE support the right of nursing persons to express breast milk during work hours. EBASE shall establish, maintain and observe a lactation accommodation policy that complies with applicable law, and shall update that policy to address any changes in the law. All claims of violations of the obligations under this section shall be subject to the grievance and arbitration procedure, as the sole and exclusive remedy to the extent allowable by law.

EBASE will provide a room that is not a bathroom for lactation purposes that is in close proximity to your work area, shielded from view and free from intrusion while you are lactating; and safe, clean, and free of hazardous materials. The room will contain a surface to place a breast pump and personal items, a place to sit, and have access to electricity or alternative devices (e.g., extension cords, charging stations) that may be needed to operate an electric or battery-powered breast pump. Nursing mothers will also be provided access to a sink with running water and a refrigerator suitable for storing milk in close proximity to your workspace. If a multipurpose room is used for lactation and other uses, lactation will take precedence over the other uses. Please contact the Director of Finance and Operations or the Executive Director if you need a room for lactation purposes.

You will not be subject to retaliation for exercising your rights under this policy. California employees may file a complaint with the California Labor Commissioner for any violation of the employee's right to lactation accommodation.

Article 13 - Union Activity

EBASE will notify CWA within one week of an employee's start date. Within thirty (30) days of an employee's start date, a shop steward or officer of the union will have the ability to meet with the new employee for up to one (1) hour on paid work time in order to orient them to CWA and this Agreement, scheduled at a mutually convenient time. No management employee or designee shall be present at the meeting.

A shop steward or officer of the union who are employees covered by this contract, shall suffer no loss in pay during normal work hours while representing other employees who are covered by this contract during grievance meetings, investigatory interviews, bargaining sessions with management, and union orientation meetings. Union activity cannot interfere with a bargaining unit member's work.

Article 14 - Introductory Period

Each new bargaining unit employee shall undergo a 9-month introductory period during which EBASE may terminate the employee without recourse to the grievance procedure. This period may be extended by mutual written agreement of the union and EBASE.

If EBASE promotes or moves a bargaining unit member to another bargaining unit position, the employee shall be on an introductory period of 3 months. EBASE may terminate the employee with just cause and without advancing through the progressive discipline procedure. The employee will have access to the grievance procedure outlined in Article 9. If for any reason the employee wishes to return to their immediately preceding position during their introductory period, they may do so upon reasonable notice to EBASE and CWA provided the position is vacant at the time of the employee's return request.

During the introductory period, EBASE and the introductory period employee will have the opportunity to assess the compatibility and fit. EBASE will have an opportunity to evaluate the employee's abilities and capacity, and the employee will have the opportunity to assess their interest in the job and request support to help them succeed. EBASE will make reasonable efforts to provide advance notice to an introductory period employee of expectations of EBASE and of the job position and provide feedback on work performance.

Article 15 - Types of Employee Schedules

Bargaining unit members usually fall into one of the following categories:

- **Full-Time Employees:** Employees who normally work at least 40 hours per week. The work assignments of full-time employees at EBASE generally require long and irregular hours.
- **Part-Time Employees:** Employees who normally work fewer than 40 hours per week. The work assignments of part-time employees at EBASE generally require irregular hours. A part-time employee is eligible for some employee benefits.

Article 16 - Compensation

Minimum salaries are set forth in the Salary Schedule below. Bargaining unit employees will receive a 2.5% cost of living adjustment. All wage increases will be retrogressive to March 1, 2020. EBASE will endeavor to provide an annual 2.5% cost of living adjustments for subsequent years of this agreement based on its view of its budgetary condition.

Salary Scale for Bargaining Unit Positions:

Position Level	Positions	Salary Band
Senior Campaign Director	Senior Campaign Director	\$70,000 - \$75,000
Campaign Director	Campaign Director	\$60,000 - \$70,000
Senior Associate / Coordinator	Special Projects Coordinator Development Manager Communications Coordinator Lead Strategic Researcher	\$55,000 - \$60,000
Associate	Organizer Faith-Rooted Organizer	\$50,000 - \$55,000

Salary Transparency: Salaries for each bargaining unit shall be made available to all bargaining unit members via the Labor Management Committee.

Article 17 - Benefits

A. Health Insurance

All full-time bargaining unit members are eligible to participate in EBASE's health insurance package, starting as soon after hiring as plans permit and paperwork can be processed. The current EBASE health package includes medical, dental, vision, acupuncture & chiropractic care. The Board of Directors reserves the right to make changes to the package at their discretion.

Full-time employees may choose to include their spouse/domestic partner and/or their children in the health and dental plans, with EBASE covering premiums. However, EBASE will not pay premiums for family members that are eligible for health and dental coverage through another source, such as a spouse's employer. EBASE may request a letter from the employee specifying the relationship.

To qualify for coverage, a domestic partner must be a person who:

- has a relationship with the employee in which the two persons consider themselves a family;
- is neither married nor related by blood or marriage to the employee;
- is neither married nor in a domestic partner relationship with any person other than the employee;
- lives together with the employee in the same residence; and
- has agreed with the employee to be responsible for each other's medical expenses.

Part-time bargaining unit members who regularly work at least 100 hours per month are eligible to participate on the same terms as full-time employees, except that family members and domestic partners of part-time employees will not be covered.

B. Flexible Spending Accounts

Employees may contribute pre-tax income to a flexible spending account to pay qualified medical, dental and vision care expenses that are not covered by a health plan. Employees may also contribute pre-tax income to a dependent care flexible spending account for qualified expenses related to childcare and care for qualifying dependent adults who live in the employee's home.

C. Tax-Deferred Retirement Plan (401(k))

EBASE maintains a 401(k) retirement savings plan for employee use. At each pay period EBASE will contribute an amount equal to 3% of each eligible employee's salary, and up to a 6% match, into the employee's 401(k) account. These contributions vest immediately. EBASE may modify this contribution provision based on EBASE's assessment of its financial condition.

Article 18 – Changed Conditions and Organizational Priorities

EBASE will notify CWA of any change in financial conditions or organizational priorities that would lead to reductions in salary or benefits not already allowed in this agreement. Before any changes are made, EBASE will offer CWA the opportunity to discuss and confer. Discussions shall be completed within 30 days. The terms of the No Strike, No Lockout provision of this agreement shall apply to these discussions and their aftermath, including to unfair labor practice strikes.

Article 19 - Expense Reimbursement

Eligible expenses incurred in performance of EBASE's programs will be - reimbursed. Claims for reimbursement should be in writing, with expenses detailed and receipts attached, subject to EBASE approval. Claims must be submitted within 90 days of

incurring the expenses in question. Employees must select the most affordable reasonable option.

A. Mileage and Parking.

Except for commuting, employees who use their own automobiles to perform EBASE work will be reimbursed for mileage at the then-current IRS rate. Employees using personal automobiles for EBASE business must carry, at their own expense, at least the minimum state-required insurance coverage for property damage and public liability. Employees who use public transit or an occasional taxi for work related local travel, excluding commuting, may submit these costs for reimbursement. Parking off-site for a meeting or event may also be submitted for reimbursement.

B. Overnight Travel Expenses.

Meals are reimbursable up to a maximum of \$25 per meal and \$50 per day during overnight travel on EBASE business. Other EBASE expenses for overnight travel (*eg.*, airfare, hotel) must be pre-approved.

C. Cell Phone Reimbursement.

Certain positions require an employee to spend significant time out of the office for work-related activities and to stay in touch by cell phone. Employees in these positions will be eligible for cell phone reimbursement. The Executive Director determines which positions qualify for reimbursement.

For employees deemed eligible, EBASE will reimburse up to \$100 per month for the employee's own calling plan not to exceed the full cost of the employee's chosen plan. Employees must submit a reimbursement request with a copy of their complete bill no later than 90 days after the date of the bill.

Article 20 - Vacation

A. Vacation Accrual

All full-time bargaining unit employees who have completed at least six months of continuous service with EBASE are eligible for vacation benefits based on their continuous length of service, measured from their first day of work at EBASE. Vacation accrues from that date according to the following schedule:

Years of Continuous Service	Yearly total	Max Cap	Accrual Rate
1 - 3	12 days	20 days	1 day for each full month worked
4 - 7	15 days	25 days	1.25 days for each full month worked
8 and above	20 days	30 days	1.66 days for each full month worked

B. Carryover and Maximum Accrual

Unused vacation time may be carried over from year to year, but vacation accruals cap at these levels:

- Employees who accrue 12 vacation days a year, will have a maximum vacation accrual of 20 days or 160 hours.
- Employees who accrue 15 vacation days a year, will have a maximum vacation accrual of 25 days or 200 hours.
- Employees who accrue 20 vacation days a year, will have a maximum vacation accrual of 30 days or 240 hours.

Once this maximum is reached, all further accruals will cease. Vacation accruals will recommence after the employee has taken vacation and his or her accrued hours have dropped below the maximum accrual.

C. Vacation Accrual During Leave of Absence

No vacation accrues during an unpaid leave of absence.

D. Vacation Pay on Termination

On termination of employment, an employee is paid all accrued unused vacation at the employee's base rate of pay at the time of his or her termination.

E. Vacation Approval and Scheduling

To ensure the smooth functioning of the organization, all vacations must be approved in advance by EBASE. Vacation requests for periods of more than two days must be submitted in writing by employees for approval at least 30 days prior to the commencement of the period. Vacation requests for shorter vacation periods should be submitted in writing as early as possible. Approval of vacation requests are subject to EBASE's needs, as determined by EBASE. Employees are cautioned not to make travel plans, including purchasing nonrefundable tickets, prior to vacation approval.

F. Vacation Advances

Normally, employees may take only the vacation time that they have accrued as of the date of their vacation. However, employees may occasionally be permitted to take vacation days before they have accrued them, within six months of accrual and subject to the discretion and advance approval of EBASE. Employees requesting a vacation advance should submit a vacation advance request in writing to EBASE 60 days prior to the vacation commences.

G. Holidays Occurring During Vacation

If an observed EBASE holiday occurs during an employee's scheduled vacation, no deduction from accrued vacation will be made for the holiday.

H. Vacation Increments

Accrued vacation must be taken by eligible employees in increments of at least a half day.

Article 21 - Personal Days

EBASE employees go beyond the regular work week to carry out EBASE’s mission. EBASE acknowledges that all its employees need personal time for themselves and their families as well as time for rest and recuperation following intense periods of work. To that end, six (6) personal days per calendar year will be given to full time exempt employees who have completed at least six months of continuous service with EBASE.

Yearly Total	Max Cap	Accrual Rate
6 days	9 days	4 hours for each full month worked

Personal days for new employees will be prorated based on their eligibility. For example, if an employee starts on January 1 and is eligible for personal days on July 1, they will be given 3 personal days for the remaining calendar year.

These days may be selected for use by employees subject to scheduling approval by EBASE. A maximum of two consecutive personal days may be taken at any given time except in extenuating circumstances as determined by EBASE. Personal days will be capped at 9 days. An employee will not accrue additional personal days, until the number of days is reduced below the cap. Accrued, but unused personal days will be paid out upon termination of employment.

Article 22 - Holidays

EBASE observes the following standard holidays each year:

- New Year’s Day
- MLK Day
- President’s Day
- Cesar Chavez Day
- Memorial Day
- Juneteenth Day
- Independence Day
- Labor Day

- Thanksgiving Day
- Friday following Thanksgiving
- Christmas Day
- New Year's Eve
- Floating Holiday

Bargaining unit members will receive a paid day off on each of the holidays listed above. Each employee may take the annual Floating Holiday on a day of their choosing, subject to EBASE's advance approval.

EBASE offices may be closed some or all of December 24th to January 1st for winter holiday. The holiday break is at the discretion of EBASE management. EBASE will notify all staff by the Thanksgiving Holiday of the office closure. EBASE management, at their sole discretion, may also designate additional winter holiday days. This is a paid holiday break. EBASE may, at its discretion, observe holidays falling on Saturdays on the preceding Friday and holidays falling on Sundays on the following Monday.

Holiday pay is not provided during otherwise unpaid leaves of absence.

EBASE employees may sometimes be required to work on a holiday. Any such employee may take a paid day off during the subsequent three weeks, approved in advance by EBASE.

Article 23 - Sabbatical

EBASE has a paid sabbatical policy, contingent upon annual budget review. EBASE has the sole discretion to decline to make sabbaticals available based on its view of the best interests of the organization, and may choose not to make sabbaticals available at any time.

Employees become eligible for a 3-month sabbatical upon their fifth anniversary at EBASE, paid at 80% of their salary. Sabbatical requests must be submitted to EBASE at least 6 months before the start date, with a proposal for covering the work during the sabbatical, and require approval by EBASE. EBASE requests staff commit to another 2 years at EBASE following the sabbatical.

While on sabbatical, employees shall retain health benefits, and EBASE will continue to contribute to the employee's 401(k) account if and to the extent EBASE is doing so for other employees. Employees will not accrue vacation, sick, or personal days while on sabbatical.

Article 24 - Sick Leave

Full-time employees accrue 12 sick leave days per calendar year at a rate of one day per month worked. Part-time employees accrue sick leave on a prorated basis. Sick leave may be accrued only up to a total of twenty days. Accrued unused sick leave carries over from one calendar year to the next. Employees do not accrue sick leave during unpaid leaves of absence.

Sick time may be taken for the following purposes:

- For an employee's own illness or to care for a sick family member, or for bone marrow donation or organ donation by the employee or a family member.
 - A “family member” is a child, parent, legal guardian or ward, sibling, grandparent, grandchild, and spouse or domestic partner.
 - If an employee does not have a spouse or domestic partner, they can designate a person that they wish to care for.
- For the following reasons when an employee or their family member has been the victim of a family offense matter, sexual offense, stalking or human trafficking: To attend related judicial proceedings or to seek psychological counseling services, medical services, safety planning services or shelter/crisis center services.

Sick leave must be taken in increments of at least two hours. Hours absent for medical and dental appointments will be treated as sick leave if they require two hours or more of time. Doctor visits that take less than two hours will not be counted as sick leave. Accrued unused sick time is not paid out when employees leave EBASE.

At the earliest time practicable, employees should notify EBASE of any need to take sick leave. Employees may be required to provide verification of the need for sick leave from a licensed healthcare provider, and sick pay may be withheld if a satisfactory verification is not provided. Expenses incurred in excess of five dollars in order to verify medical leave shall be reimbursed by EBASE upon submission of a receipt or other proof of payment.

In the event of an extended period of sick leave, the employee must either (1) notify EBASE at the beginning of each day of absence, or (2) inform EBASE of the expected date of return. If an employee continues to be absent beyond his or her expected date of return without notifying EBASE, he or she shall be considered to have resigned from employment.

Article 25 - Leaves of Absence

A. Family Care and Medical Leave

Although EBASE is not covered by the federal Family and Medical Leave Act (FMLA) and its state counterpart, EBASE chooses to provide employees with family care and medical leave similar but not identical to that required of larger employers.

EBASE provides family care and medical leave for up to 12 weeks per year, which includes two weeks of paid leave and 10 weeks of unpaid leave. To be eligible for family care and medical leave, an employee must (1) have worked for EBASE for at least twelve months prior to the date on which the leave is to commence; and (2) have worked at least 1,250 hours in the twelve months preceding the leave. EBASE will continue to provide employee health insurance coverage during these leaves.

“Family care leave” may be requested for (1) the birth or adoption of an employee's child; (2) the placement of a foster child with the employee; or (3) the serious health condition of an employee's child, spouse, or parent. “Medical leave” may be requested for an employee's own serious health condition. A “serious health condition” is one that requires either in-patient care in a medical facility or continuing treatment or supervision by a health care provider. EBASE may request verification of the need to take family care or medical leave.

Employees must notify EBASE of their request for family care or medical leave as soon as they are aware of the need for such leave.

B. Pregnancy Disability Leaves and Accommodations

EBASE employees who are unable to work due to pregnancy, childbirth, or related medical conditions may take an unpaid pregnancy disability leave for the duration of disability, up to four months, in addition to any paid family care or medical leave to which the employee may be entitled as described above. Pregnancy disability leave may be taken intermittently, or on a reduced-hours schedule, as medically advisable. In addition, such employees are entitled to reasonable accommodations in working conditions.

C. Temporary Disability Leave

EBASE employees who are temporarily disabled may be eligible for an unpaid leave of absence as a reasonable accommodation under the Americans With Disabilities Act or the Fair Employment and Housing Act. The maximum duration of a leave under this section shall take into account factors relevant under these laws.

D. School Appearance Leave

Employees who are the parents or guardians of a child facing suspension, and are summoned to appear at the school to discuss the matter, may leave work for this

purpose. This time off is unpaid, or employees may use available personal days for this purpose. Employees will not be disciplined for taking this time off, but must notify EBASE before leaving work. EBASE may require the employee to provide documentation from the school for verification purposes.

E. Jury Duty or Witness Leave

EBASE will grant time off to allow employees to serve on a jury or as a witness in response to a valid subpoena or court order. Employees must report to work for any day or portion of a day they are not required to attend jury or witness duty. Exempt employees will be paid for the entire week for any week they serve on jury or witness duty and perform any work. Employees must provide reasonable notice of their obligation to serve on a jury or as a witness. EBASE may require the employee to provide proof of the obligation to attend and of attendance.

F. Bereavement Leave

Employees may take up to three days off in the event of the death of an immediate family member. Immediate family means spouse or domestic partner, child, father, mother, sister, brother, current parent in-law, grandparent and grandchild. Full-time employees will be paid their regular base rate of pay for each day of absence. Employees may request additional unpaid days off, subject to EBASE approval. Employees who would not otherwise be paid may apply personal time or vacation time to their bereavement leave.

Article 26 - Professional Development

Contingent upon EBASE's budget, annual allocations for staff professional development funds up to \$1000 per bargaining unit member will be made. Trainings, conferences, and other leadership development cost requests and time out of the office need to be made by the Employee to EBASE for approval at least 1 month in advance, and should reference and implement the employee's workplan and leadership development goals from the Employee's annual evaluation. Annual funds will not roll-over to future years if not used.

Article 27 - Work from Home

EBASE places a high priority on working together in the office given how interrelated all of our work is with each other; however, EBASE recognizes that its employees may need to work from home at times. EBASE employees accrue nine work from home (WFH) days per year, prorated for part-time employees. WFH days accrue one per month from January through September of each year. WFH accrual is capped at nine days, again prorated for part-time employees. Once an employee reaches the cap, they will cease accruing WFH days until WFH day usage causes the accrual to fall below the cap. WFH days may not be taken on Mondays and are limited to two consecutive days. Requests should be made in advance, and approval is at the sole discretion of EBASE.

Article 28 - Hiring

When hiring for a bargaining unit position, EBASE will post the position internally for five business days before seeking external candidates. Internal candidates who apply during the initial five-day period and who meet the listed qualifications will be interviewed before external candidates are interviewed, provided they are available on the first scheduled interview date.

If there are only internal applicants for a bargaining unit position, selection shall be governed by length of continuous service where ability, skills and performance are equal as determined by EBASE. If EBASE is deciding between a bargaining unit candidate and an external candidate EBASE believes are equally qualified, EBASE will give preference to the internal candidate.

Internal candidates will not be penalized for expressing interest in an EBASE job opening.

Public job postings for EBASE bargaining unit positions will note that the position is part of a bargaining unit represented by CWA Local 9415.

Article 29 - Mutual Respect and Cooperation

EBASE and CWA engage in this Agreement with a commitment to mutual respect and cooperation, understanding that our organizations have shared values of advancing economic, racial and worker justice in the East Bay. EBASE and CWA agree not to take part in, instruct, facilitate, condone, advocate or support any external communication by any management team member, CWA or EBASE bargaining unit member that is inaccurate and may harm the other. If one or more management team members, EBASE bargaining unit members or CWA engages in such actions, EBASE and CWA shall publicly disavow this conduct in a manner that communicates this message to all EBASE employees and to any party toward whom such actions were directed. Each party encourages the other to notify it of any concerns or alleged violations of this clause to allow the parties to promptly and cooperatively resolve the matter in good faith.

Article 30 - No Strike, No Lockout

During the life of this Agreement, neither CWA nor its members, agents, representatives, or employees shall incite, encourage, or participate in any strike, walkout, slowdown, sympathy strike, or other work stoppage at EBASE. In the event of any strike, walkout, slowdown, sympathy strike, or work stoppage or threat thereof, the Union and its officers will do everything within their power to end or avert the same, including in the event of such an action providing EBASE with a written statement that the action was and is not authorized or approved by CWA.

Ebase shall not cause or engage in any lockout of its employees during the term of this Agreement.

Article 31 - Successors and Assigns

This Agreement will bind the signatories hereto, their successors and assigns.

Article 32 - Management Rights

This Agreement exists for the mutual advantage of the parties. Except as expressly modified or restricted by a specific provision of this Agreement, all managerial rights are retained and vested exclusively in Ebase. It is the right of Ebase management to direct Ebase's employees, including but not limited to the right to determine appropriate staffing levels, to establish lawful policies and procedures, to establish work standards and rules, to determine the methods, procedures, location, type and scope of work, services and hours of operation, and hire, discipline or discharge bargaining unit employees for just cause, to assign, transfer, layoff, and promote employees, and take all other actions, subject to the employees' rights and privileges which are expressly set forth and preserved herein, for the life of this Agreement.

Article 33 - Modification

This Agreement may not be changed or modified except by a writing duly executed by the parties' authorized representatives.

Article 34 - Severability


If any provision of this Agreement is determined to be illegal or invalid as the result of any applicable local, state, or federal law, only that provision of this Agreement will be ineffective. In that event, the parties will promptly meet to negotiate a replacement for such provision(s). Such invalidity will not impair the validity or enforceability of the remaining provisions of this Agreement.

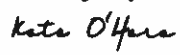
Article 35 - Entire Agreement

CWA and EBASE waive the right to negotiate on any subject not already specifically covered by this agreement. This includes subjects CWA or EBASE were not aware of when the agreement was negotiated and signed.

Article 36 - Duration

This agreement shall continue in full force and effect from November 1, 2020 through October 31, 2023.



CWA Local 9415 President Signature
DocuSigned by:


100A01A769DD483
EBASE Executive Director

9/21/2020
DATE

9/25/2020
DATE
