



Ella Baker Center for Human Rights

&



Communications Workers of America, AFL-CIO

Collective Bargaining Agreement

Negotiated in Good Faith by the Parties

January 1, 2021 to December 31, 2024

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PREAMBLE

In further support of EBCHR's Mission Statement, the parties to this Agreement will work collaboratively and engage in internal community building to promote mutual trust and respect, and to organically create a workplace culture that also embraces restorative justice values and practices, as may be appropriate in the labor-management setting. Any such practices shall be subject to prior approval by EBCHR.

The following is EBCHR's Mission Statement for convenient reference:

"Based in Oakland, California, the Ella Baker Center for Human Rights (EBC) advances racial and economic justice to ensure dignity and opportunity for low-income people and people of color. EBC is named after Ella Baker (1903-1986), a largely behind-the-scenes organizer and architect of the civil rights movement, who believed in the power of everyday people to change their lives.

We mobilize everyday people to build power and prosperity in our communities. Together we organize for reinvestment in communities, to change policies, to put an end to law enforcement violence, and to redefine public safety as a byproduct of economic opportunity and community-based care as opposed to policing and prisons."

Strategic Vision Future Strategic Planning

The parties to this Agreement further agree to a good faith collaborative labor-management review of the "Future Strategic Planning Process." Based on this collaborative review, "Future Strategic Planning Process," may be modified accordingly, subject to final approval by EBCHR.

Article 1 - PARTIES TO THE AGREEMENT

This collective bargaining agreement ("Agreement" or "CBA") is entered into as of January 1, 2021 between Ella Baker Center for Human Rights ("EBCHR") and the Communications Workers of America ("Union" or "CWA").

The respective parties to this Agreement do mutually agree and covenant as follows:

Article 2 - RECOGNITION

EBCHR recognizes the Communications Workers of America ("Union" or "CWA") as the exclusive collective bargaining representative in accordance with applicable federal labor law for all non-management employees of the EBCHR in the job classifications set forth in **JOB CLASSIFICATIONS**. (See, **JOB CLASSIFICATIONS**.)

Article 3 - 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 EBCHR. It is the right of EBCHR management to direct EBCHR's employees, including the right to determine appropriate staffing levels, to establish lawful policies and procedures, to establish reasonable 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, subject to the employees' rights and privileges which are expressly set forth and preserved herein for the life of this Agreement. The parties agree that they shall exercise their respective rights responsibly in the best interest of EBCHR, the employees of EBCHR, and the community /constituents EBCHR seeks to serve.

Article 4 - Use of Restorative Justice Values and Practices in the Workplace

The parties to this Agreement will work collaboratively and to formalize a process to engage in internal community building to promote mutual trust and respect, and to intentionally create a workplace culture that also embraces restorative justice values and practices, as may be appropriate in the labor-management setting. The process will include identifying designated circle keepers and ongoing training to ensure circle keepers and staff are equipped with the skills to lead the process. Said process, once developed may be referred to as the parties' "Restorative Justice Side Letter of Agreement" or the like.

In the event of conflict resolution, where the parties desire to use restorative justice values and practices, a first step will be engaging in a voluntary process to resolve conflict in the workplace by giving all affected parties the opportunity to engage in the practical equivalent of a restorative justice circle. Unless the affected parties agree to extend the date, this process will commence no later than ten (10) calendar days after the event or incident giving rise to the need (or desire) for use of restorative justice values and practices.

Nothing herein is intended to alter the date by which formal grievances pertaining to alleged collective bargaining agreement ("CBA") violations or arbitrable discipline and termination matters are to be submitted by either party under the existing grievance and arbitration provisions in Article 27.

Article 5 – Work Rules

If EBCHR desires to revise an existing work rule or establish a new rule, which is not part of this Agreement, the Union will be given advance notice of the proposed rule

change and be provided with an opportunity to meet and confer / engage in impact and effects bargaining as is customary under applicable federal labor law.

Article 6 - NON-DISCRIMINATION

EBCHR and the Union 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 activity that does not otherwise conflict with the lawful mission and purpose of EBCHR, and/or any other characteristic protected by state or federal law or local ordinance.

Article 7 - COMMITMENT TO UNION LABOR

EBCHR has a strong commitment to organized labor and the collective bargaining process. Hence, EBCHR 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, CWA may request a special meeting with the EBCHR Board of Directors. Approval of such meeting requests will not be unreasonably withheld.

Article 8 LABOR-MANAGEMENT COMMITTEE

The Union and EBCHR will maintain a Labor-Management Committee to discuss areas of concern for either party. The committee will meet no less than quarterly, unless mutually agreed upon. The meeting will not exceed two (2) hours. The meeting agenda will be mutually agreed upon by both parties and the meeting will be co-facilitated by the Union and EBCHR. All bargaining unit employees will have the opportunity to attend this meeting. The EBCHR representative(s) will include the Executive Director, Deputy Director, or a designee with delegated authority.

Article 9 JOB CLASSIFICATIONS

Every EBCHR employee is either an exempt or non-exempt employee, based on their job responsibilities. EBCHR will determine each employee classification, using U. S. Department of Labor guidance under the federal Fair Labor Standards Act ("FLSA") and the applicable California Industrial Welfare Commission ("IWC") Wage Order. EBCHR may change the employment classification of an employee, or combine classifications, at any time based on the nature of the employment assignment, in accordance with applicable law, with notice to CWA.

The following current job classifications are all nonexempt positions:

*Addendum

ARTICLE 10 - CWA INTRODUCTORY PERIOD

Each new Ella Baker Center for Human Rights (“EBCHR”) bargaining unit employee’s first one hundred and twenty-five (125) calendar days will be the CWA introductory period (“CWA Introductory Period”). This period can be extended by written mutual agreement of the Union and EBCHR. During the CWA Introductory Period, EBCHR will have an opportunity to evaluate the employee’s performance, compatibility, ability, and interest in the job. During the CWA Introductory Period, either the employer or the employee may end the employment relationship for any lawful reason or no reason at all, with or without notice. EBCHR’s decision to release an employee during the initial CWA Introductory Period or during any extension of the CWA Introductory Period shall not be subject to arbitration under this Agreement but may otherwise proceed through the pre-arbitration steps of the parties’ grievance procedure.

A bargaining unit employee who is promoted, as determined in the sole discretion of EBCHR, to a higher-level position within the CWA bargaining unit, shall be afforded a CWA Promotional Introductory Period of not more than ninety (90) calendar days. If for any reason the employee wishes to return to their immediately prior bargaining unit position within the ninety (90) calendar day CWA Promotional Introductory Period, they may do so upon reasonable notice to EBCHR management and the Union, provided the employee’s former position is vacant at the time of the employee’s return request.

Article 11 - SUBCONTRACTING / WORK PRESERVATION

Both the Union and EBCHR are interested in prioritizing regular, full-time employment and career path positions at EBCHR. No contract workers will be hired to perform the work historically and customarily performed by employees in the bargaining unit in job classifications covered by this Agreement. However, when EBCHR believes that specific and / or compelling business reasons exist to hire temporary or contract workers for other work functions, EBCHR will notify / advise the Union as to the substance, duration, and other relevant descriptions of those positions/activities. Such notice will be supplied not later than the quarterly labor management committee meeting.

If EBCHR engages such workers on a W-2 basis to perform work historically and customarily performed by employees in the bargaining unit, they will be included in the CWA bargaining unit, but may be released from employment at the end of their temporary assignment or contracted period without recourse to the grievance arbitration procedure, and they will not otherwise be subject to the CWA Introductory Period.

For the duration of this Agreement, the parties agree that the following types of 1099 services / service providers are examples of the type of work that shall not be considered to be bargaining unit work: bookkeepers, grant writers, researchers, videographers, filmmakers, photographers, professional facilitation, lobbyists, project

management, communications consultants / strategists, website developers and support services, auditors, inspectors, event coordinators/planners, legal, accounting, and other professional services, etc.

Article 12 - CWA BARGAINING UNIT LAYOFFS

EBCHR depends on revenue from various sources, including grants and philanthropy. Like other 501(c)(3) not-for-profit organizations, EBCHR is subject to widely fluctuating funding each year. Fluctuations in the amount of available funding and the amount of available work in relation to funding are both possible and unpredictable. For this reason, the parties have included this layoff section in their Agreement.

A. Bases for Layoffs

In the event of a genuine need for staff layoffs, e.g., for a lack of work, and / or lack of funds, and / or changes in the nature and direction of EBCHR's business and operations, and/or based on legislative developments, as determined and assessed in EBCHR's sole discretion, EBCHR shall promptly notify CWA.

B. Effects Bargaining

If requested by either of them, the parties will engage in good faith effects bargaining, including discussion of good faith strategies to mitigate the need for layoffs and / or the impact of layoffs; such bargaining will include discussion of 1099 vendors currently contracted; however, any such effects bargaining shall not delay the implementation of layoffs for more than thirty (30) days from the prompt commencement of effects bargaining, but not more than forty-five (45) days from EBCHR's notice to CWA, nor shall such effects bargaining require EBCHR to breach any pre-existing contract(s) with 1099 vendors. Nothing herein is intended to limit the topics covered in effects bargaining, both mandatory and permissive, e.g., COBRA, recall from layoff, seniority, breaks in service, severance pay, etc.

C. Seniority

Layoffs will take place by seniority, with the least senior bargaining unit employee laid off first, taking critical skills into consideration. Exceptions may be made for those with critical skills, as determined in good faith in the sole discretion of EBCHR, e.g., to help the organization maintain its fiscal viability. Temporary and contracted staff *who are doing bargaining unit work* will be laid off as soon as practical to do so, e.g., upon completion of their specific project or task or when they otherwise reach a stopping point in their efforts / work on behalf of EBCHR, as determined in EBCHR's sole discretion.

D. Unemployment Benefits

In the case of a layoff, laid off employees will be able to apply for unemployment insurance benefits through the California Employment Development Department (“EDD”). EBCHR will inform EDD of layoffs as necessary.

Article 13 - WAGES

A. Salary Policy

EBCHR's salary policy was created to help achieve consistent pay practices, to comply with federal and state laws, to offer competitive salaries within our labor market, and to recognize increasing levels of skill, experience, and abilities. Because recruiting and retaining quality employees is critical to achieving our goals, EBCHR is committed to paying its employees equitable wages that reflect the requirements and responsibilities of their positions within the confines of what is appropriate for a 501(c)(3) organization like EBCHR.

Salaries are reviewed annually and may be adjusted depending upon a variety of factors including the organization budget, salary data, the pay practices of comparable employers, employee and organizational performance, and the cost of living.

B. Salary Floor

The following salary floor is intended to provide a minimum guideline for pay at EBCHR. Full time bargaining unit employees, both hourly and salaried, will be paid no less than \$54,750 per year.

C. Designation as Senior in the Classification

Bargaining unit employees who are Senior in their classification, as determined in the sole discretion of EBCHR, taking into consideration the needs of the organization and employee's performance, will be paid no less than \$62,000 per year. The Senior designation may be awarded to an employee at the time of hire or after completion of at least (3) consecutive years of service with EBCHR, in good standing. (See, JOB CLASSIFICATIONS.)

The above shall not apply to interns and temporary employees in the bargaining unit.

D. Cost of Living Adjustment (COLA)

Cost-of-living adjustments (“COLA's”) will be effective for the pay period that includes January 1st of each year for all employees, with a possible administrative payroll processing lead time-related delay. The amount of the COLA provided by EBCHR will be the CPI-U percentage growth from December to December of the previous calendar year for the San Francisco Oakland-San Jose Area as published by the U.S. Department of Labor, Bureau of Labor Statistics, but not to exceed three-point five (3.5) percent in any year, subject to the organization's fiscal condition at the time.

The above shall not apply to interns and temporary employees in the bargaining unit.

If EBCHR determines that the organization's fiscal condition does not permit it to provide COLA's called for in this section, taking into consideration restricted and unrestricted funds, if requested by CWA, EBCHR will present CWA with a report on its overall financial condition to support the organization's position on COLA's.

E. Annual Pay Increases

Employees with satisfactory performance or better are eligible for an annual merit raise. The merit raise may range from 0% to 2.5% depending on the employee's performance review. All salary adjustments must be approved by the Executive Director. (See, PERFORMANCE EVALUATION.) Employees will receive written notification of the amount of their annual merit raise, if any, within seven (7) calendar days following the employee's performance review.

If EBCHR determines that the organization's fiscal condition does not permit it to provide annual pay increases called for in this section, taking into consideration restricted and unrestricted funds, if requested by CWA, EBCHR will present CWA with a report on its overall financial condition to support the organization's position on annual wage pay increases.

F. Temporary Pay Increases

In the event an employee is asked to act in an interim capacity for more than thirty (30) days, and the interim work involves a substantial increase/shift of the employee's responsibilities, this will be taken into consideration during the annual merit increase review process. An employee will receive a temporary "differential" pay of an extra 10 percent (10%) added to their normal salary.

G. Minimums

Bargaining unit employees' wages, the salary floor, and COLA's outlined above are deemed to be minimums above which EBCHR may pay, in its sole discretion, irrespective of other terms of this Agreement.

Article 14 - EXPENSE REIMBURSEMENT

A. Work Related Expenses

EBCHR reimburses approved, work-related expenses incurred by employees, this includes, but is not limited to relevant portions of the employee's cellular phone bills if required for the employee's work, mileage based on standard IRS rate(s) for required work-related travel (not one's commute from home to the employee's primary work location), and required work-related cab fares (including rideshares), parking and public transportation fares. All purchases require prior approval from the employee's supervisor and must include an itemized receipt.

EBCHR requests that employees avoid using personal funds by planning purchases in advance. Employees can then submit a "Check Request Form" to the Director of Finance and Operations or designee, who will generate a check for the appropriate vendor. In the event of last-minute purchases, EBCHR requests that employees use their best judgment and follow methods of payment below, in the order of EBCHR's preference:

1. Request that the vendor bill EBCHR directly;
2. Use a company credit card for purchases that cannot be billed directly;
3. Use personal funds to purchase the item(s) and then request reimbursement from EBCHR.

Reimbursement forms are available in the EBCHR Shared Folders. Each reimbursement request must have a receipt(s) attached. Reimbursement forms are due by the end of the first full week of the month after the expense was made. Reimbursement requests for expenses older than ninety (90) days will not be paid without the approval of the Executive Director.

Questions about the above should be addressed to EBCHR's Director of Finance and Operations or designee.

B. Business Travel Expense Reimbursement

EBCHR understands that employees may travel in the interests of EBCHR for which EBCHR does not want employees to incur any unnecessary expenses. To that end, EBCHR will cover any costs attached to travel including airfare, any outstanding local transportation fee, and transportation to and from the airport. With prior approval from your supervisor, EBCHR will reimburse for food costs during travel on EBCHR business. The maximum food reimbursement is forty dollars (\$40) per day of travel, unless otherwise approved by EBCHR. All travel expenses must be approved by the employee's supervisor and the payment of such expenses should follow the procedure outlined in EBCHR's Reimbursement Policy, consistent with the above.

Questions about the above should be addressed to EBCHR's Director of Finance and Operations or designee.

Article 15 - HOURS OF WORK AND OVERTIME

A. Standard Work Week

The standard workday for non-exempt bargaining unit employees is comprised of eight (8) hours of work a day, plus a half hour for lunch (not to exceed an hour), from 9:00 a.m. to 5:30 p.m., from Monday to Friday. Breaks are included within the eight (8) hour workday as outlined below. The standard workweek is from 12:01 a.m. Monday through Sunday at 11:59 p.m.

If an employee is going to be expectedly or unexpectedly more than fifteen (15) minutes late for work, the employee should notify their supervisor as early as possible of the employee's anticipated arrival time, and the employee should update their supervisor accordingly. If the employee's supervisor is not available, the employee should notify the Director of Finance and Operations or designee.

B. Modified Workweek

The standard workweek may be modified if required by a particular job or department. A modified workweek requires advance written approval of your supervisor and is subject to change.

C. Breaks

Non-exempt employees who are regularly scheduled to work from six (6) to eight (8) hours per day are entitled to two (2) ten (10) minute paid breaks, one approximately halfway through the morning shift and one approximately halfway through the afternoon shift. Non-exempt employees who work between three and one-half (3:42) and six (6) hours in any one (1) workday are entitled to receive one (1) ten (10) minute break during those hours. Non-exempt employees who work in excess of five (5) hours in one day shall also take a lunch break of at least thirty (30) minutes (not to exceed an hour), which EBCHR treats as paid time. Employees are not expected or required to perform any work during their meal period and break(s).

All lunch breaks must be taken (i.e., commenced) no later than the fifth (5th) hour of work. Under no circumstances shall a meal period be missed without a valid and approved written waiver. Questions regarding or requests for meal period waivers must be directed to the Director of Finance and Operations.

D. Lactation Breaks

EBCHR accommodates lactating employees by providing a reasonable amount of break time to any employee who desires to express breast milk for an infant child. The break time shall, if possible, run concurrently with any break time already provided to the employee.

EBCHR will make reasonable efforts to provide employees who need a lactation accommodation with the use of a room or other private location that is located close to the employee's work area. Employees with private offices will be required to use their offices to express breast milk.

Employees who desire lactation accommodations should contact their supervisor or the Director of Finance and Operations to request accommodations.

E. Overtime

Overtime work is to be performed only as required and approved in writing by one's supervisor. Non-salaried, non-exempt bargaining unit employees will receive overtime

pay equal to one and one-half (1/2) times their regular straight-time rate of pay for each hour worked in excess of eight (8) hours on a given day, or in excess of forty (40) hours during a workweek, and double the regular straight-time rate for hours worked in excess of twelve (12) hours in one day. There shall be no compounding of overtime.

Additionally, employees will be paid at one and one-half (1 1/2) times their regular straight-time rate of pay for hours worked on a holiday as defined by this agreement. All work performed on an EBCHR approved holiday, must be pre-approved by the employee's supervisor.

Article 16 - OFFICE WORKING CONDITIONS

A. Health and Safety

EBCHR shall provide a safe and healthful workplace for all employees working on site, including but not limited to the provision of sufficient working space with adequate lighting, ventilation, and ergonomic standards as necessary, and ready access to a restroom(s), subject to the terms of the applicable EBCHR office lease.

B. Adequate Office Space

EBCHR will ensure that staff have office or work space and resources, including but not limited to by way of example only access to a telephone, facsimile (a.k.a. fax), computer with internet access, filing areas, EBCHR materials and files, and general office supplies, as well as their own desk or a shared desk. Changes in technology may render some of the above obsolete, e.g., if EBCHR goes entirely paperless in the future, etc.

Article 17 - Benefits

All regular, full-time EBCHR employees are eligible for benefits. Currently, EBCHR covers 100% of employee-only premiums for health, dental, and chiropractic / acupuncture insurance Coverage starts the 1st of the month, after the employee's date of hire.

A. Health/Vision

EBCHR provides health insurance currently through Kaiser. Dependents may be added to an employee's policy with 50% of the additional premium paid by the employee, deducted from the employee's paycheck. EBCHR pays the other 50% of the premium for eligible dependents. Spouses or domestic partners may be added as well, with the full cost being paid by the employee and deducted from the employee's paycheck. Vision is provided through Kaiser.

B. Dental

EBCHR offers dental insurance currently through Delta Dental.

C. Chiropractic/Acupuncture

EBCHR offers chiropractic and acupuncture coverage currently through Landmark Health Plans.

D. Retirement

EBCHR employees will be eligible to join EBCHR's 401(k) retirement plan. EBCHR currently offers up to a three percent (3%) match with no vesting period.

E. 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.

F. Plan and TPA Changes

The plans identified above, and any related third party plan administrator ("TPA"), are subject to change, observing customary collective bargaining requirements including notice to the Union; however, any such change of plan or TPA will not be delayed during or because of bargaining, provided the benefits offered under the new plan are substantially equivalent. In the event of a plan termination or benefit reduction, the parties shall observe customary collective bargaining requirements, which shall include prior notice to CWA.

G. Plan Documents

As between the language above, any relevant summary plan description ("SPD"), and the plan document, the plan document shall be controlling.

Article 18 - PAID HOLIDAYS

Full-time employees are eligible for paid holidays. Part-time employees are eligible for paid holidays up to the hours they would normally work, if the holiday falls on their regularly scheduled worked day.

- New Year's Day (January 1st)
- Martin Luther King's Day (third Monday in January)
- Presidents' Day (third Monday in February)
- Cesar Chavez Day (March 31st)
- Memorial Day (last Monday in May)
- Juneteenth Day (June 19th)
- Independence Day (July 4th)
- Labor Day (first Monday in September)
- Indigenous Peoples Day (second Monday in October)
- Election Day (first Tuesday after November 1st)
- Thanksgiving, and Day after Thanksgiving (fourth Thursday in November)
- Christmas Day (December 25th)
- Employee's Birthday
- Two (2) floating holidays of employee's choice

Additionally, the EBCHR office may be closed for two (2) weeks for Winter break, with varying dates, but typically from December 24th to January 1st. All holidays are at the

discretion of the Executive Director. EBCHR will notify all staff by November 1st of the office closure for the Winter Holiday break and by June 1st for the Summer Holiday Break. The Executive Director, at their sole discretion, may also designate additional winter and summer holiday days. Such days are considered paid, unless otherwise agreed between the parties to this Agreement.

If a holiday falls during an employee's paid vacation, they will be paid for the holiday. If a holiday occurs on a Saturday, usually the holiday will be observed on the preceding Friday. If a holiday occurs on a Sunday, usually the holiday will be observed on the following Monday.

In general, to receive holiday pay, regular full-time and part-time, employees must work their scheduled workdays immediately before and following the holiday.

Article 19 - VACATION

Regular full-time employees earn paid vacation leave for each year worked according to the following schedule:

Years of Completed Service	Vacation Days Earned (Accrual Rate)
1	10 (.83 days / month)
2	12 (1 day / month)
3+	15 (1.25 days / month)

Any employee wishing to schedule vacation time must request and receive approval in writing from your supervisor at least two weeks in advance. No vacation is earned during unpaid leaves of absence. Pay in lieu of time off is not allowed. Part-time and temporary employees do not earn vacation.

Employees may accumulate a maximum of one and one half (1 2) years of vacation benefit or one hundred eighty (180) hours. Once the maximum vacation benefit accumulation / accrual is reached, no additional vacation benefit shall be earned until the accrual drops below the one and one half (1 %) year maximum accrual. Vacation time cannot be used until it is earned.

Employees terminating during the year will have their vacation benefit prorated and will receive the cash value of any unused, accrued vacation at the time of separation / termination.

Article 20 - SICK LEAVE

Sick leave is paid time away from work due to personal illness or injury or the illness of a child, parent, spouse, domestic partner or child or parent of a domestic partner. Employees earn one (1) hour of paid sick leave for each twenty (20) hours worked.

Paid sick leave may be used as soon as it is earned. A maximum of one hundred ninety-two (192) hours of paid sick leave may be accrued. The unused portion of one's sick

leave, up to one hundred ninety-two (192) hours, may be carried over from year to year. There shall be no accrual above one hundred ninety-two (192) hours. There is no cash-out of unused paid sick leave upon termination of employment, whether voluntary or involuntary.

At the sole discretion of the Executive Director, employees may donate sick leave to another employee to help them cover unforeseen illness.

Article 21 - Leaves in General and Sabbatical Leaves

In accordance with applicable California and federal law, bargaining unit employees shall be eligible for leaves in the same manner as other EBCHR employees. EBCHR will notify the Union of any anticipated future changes in the leave provisions set forth in the current EBCHR handbook, as updated from time to time. Except as to leave modifications required by law, EBCHR will engage in customary effects bargaining before implementing change(s). As for legally mandated changes, any effects bargaining shall not delay the implementation of the change to meet applicable legal requirements. (See the current EBCHR employee handbook, incorporated by this reference for convenience of the parties and staff only.)

A. Sabbatical Leave Eligibility

After completing five (5) consecutive years of full-time employment with EBCHR, a non-probationary EBCHR employee shall be eligible for a sabbatical leave of up to twelve (12) weeks in duration, with twelve (12) weeks of said sabbatical paid by EBCHR.

During an authorized sabbatical, an employee on sabbatical shall not have any responsibilities of work with the Ella Baker Center. Upon return from a sabbatical, EBCHR will return the employee to the same or substantially similar position they held before the leave began.

All employees covered by this Agreement are eligible for a sabbatical as outlined above.

B. Sabbatical Duration and Sabbatical Agreement

Unless otherwise approved by the Executive Director, the sabbatical program will offer paid leave for a minimum of three (3) weeks to a maximum of (12) weeks. All employees who are granted sabbatical leave must sign an agreement to continue working with EBCHR for at least one (1) full year following their sabbatical. (See the link to the sabbatical form below.)

C. Sabbatical Frequency

Employees are eligible to take sabbatical leave once every five (5) years after completing five (5) consecutive years of employment. Except as may be required by law, employees may not extend the twelve (12) week sabbatical with their accrued vacation or any other leave during the fiscal year in which they are applying for sabbatical.

D. Accruals During Sabbatical

During any period of unpaid leave, employees shall not accrue vacation or sick leave benefits. However, employees shall continue to receive health, life, disability, and dental benefits at EBCHR's expense. Union seniority shall continue to accrue during sabbatical leave.

E. Sabbatical Leave Application

Employees requesting sabbatical leave under this article must submit a written request to take sabbatical at least four (4) months in advance of the proposed sabbatical start date. The date of such sabbatical leave shall be mutually agreed upon by the employee and the Ella Baker Center, but the employee's leave request timeframe shall not be unreasonably denied.

F. Adjustments to Timing of Sabbatical Leave

Management may require employees to adjust the timing of their sabbatical leave to ensure adequate staffing to meet organizational needs. It is unlikely that two (2) employees from the same work area or team will be granted a sabbatical during the same calendar year or at the same time. These decisions will be based upon the needs of the Ella Baker Center.

G. Return Date

When sabbatical leave is granted, a date for the end of the leave and the employee's return date shall be set at that time. The employee shall have the right to return to active employment on the date specified when the leave is granted. The employee may return to work on an earlier date if approved by the Executive Director.

H. Layoff and Recall During Sabbatical

The layoff and recall provisions of this Agreement shall apply to eligible non-probationary employees on sabbatical leave.

I. Application Form

The eligible employee must submit the attached application:

<https://ellabakercenter.box.com/s/w0csnnrootl4kgzrhyigae3ui1gcipo> to their Supervisor, Executive Director, and/or Deputy Director and EBCHR Board of

Directors. In addition, the supervisor and the employee must also devise and approve an operational work plan during the absence, as may be necessary.

Please note that EBCHR's Board of Directors reserves the right to change or suspend the sabbatical leave program at any time, subject to the requirements of federal labor law, e.g., effects bargaining, etc.

Article 22 - REMOTE WORK /TELECOMMUTING

EBCHR will allow remote work /telecommuting, subject to the requirements of one's job and health-related conditions at the time.

Employees must have the permission of their supervisor before exercising a telecommuting option. Employees must follow all processes and procedures related to safety, data security and remote work. Failure to do so may result in EBCHR revoking permission for the employee to work remotely. EBCHR agrees to provide notice to CWA of any changes in these processes, procedures, and related forms.

Article 23 - PROFESSIONAL DEVELOPMENT

Both the Union and EBCHR are interested in promoting the professional development of EBCHR's staff and wish to jointly express their commitment to such development. To this end, in conjunction with an employee's performance evaluation, EBCHR or the employee may initiate discussion of possible next steps in the employee's career path at EBCHR. A career path includes improvement in one's current position, possibilities for advancement within a job classification, or promotion to another position. This discussion should include a review of the additional skills, training, or education needed to advance along a career path at EBCHR. Subject to the fiscal condition of the organization, EBCHR will provide resources on an annual basis for professional development. Employees and their supervisors will review available resources in conjunction with the annual performance evaluation; however, nothing in this paragraph prevents the employee and their supervisor from discussing opportunities outside of the evaluation process.

A. Job Descriptions

EBCHR will maintain current and accurate descriptions for each job classification in the CWA bargaining unit. EBCHR will provide new employees with accurate job descriptions upon hire or as soon as the new employee's specific duties are known and reduced to writing. In general, EBCHR will develop written job descriptions for any new position(s) within ninety (90) calendar days of the posting of the new position.

B. Training

All new bargaining unit employees will be required to undergo orientation and training on EBCHR policies and procedures as paid work time. On-boarding will be tailored to the job for which the new employee is hired. In addition, within thirty (30) days of an employee's start date, CWA will have the ability to meet with new employees for up to one (1) hour on paid work time in order to orient them to the Union and this Agreement, scheduled at a mutually convenient time.

EBCHR offers the opportunity for internal as well as external training for all staff. Internal training should enhance the skills of staff to allow them to take on new responsibilities in their current positions or to advance to a different title. Examples of internal training include learning new software, further developing writing skills,

improving in the areas of organizing and fundraising, and exposure to substantive issues relevant to EBCHR. Members of the bargaining unit who wish to provide training to their coworkers shall have the opportunity to create a training proposal and submit it to EBCHR. The approximate number of hours needed to prepare and provide the instruction shall be included in the proposal.

If the proposal is accepted by EBCHR, the bargaining unit member shall be released from regular duties in order to prepare and provide the authorized training. Time spent on approved internal training will be considered regular work time, and employees will not be required to take leave hours to complete internal training. If an employee's written proposal is not approved, EBCHR will provide the employee with written justification, if requested by the employee.

External training may also be used to supplement EBCHR internal training when deemed appropriate by EBCHR in order to assist an employee in advancing along an EBCHR approved career path.

Article 24 - EMPLOYEE SELECTION

EBCHR shall determine the qualifications, responsibilities, salary, and line of authority of and for the new position(s).

A. Job Posting

Whenever EBCHR seeks new employees for positions in the CWA bargaining unit, as identified in this Agreement (see, JOB CLASSIFICATIONS), or completely new CWA bargaining unit positions, EBCHR will post / advertise the positions internally for five (5) business days before externally and attempt to fill the positions with internal candidates. Bargaining unit positions shall be posted / advertised as long as may be necessary to fill them.

B. Ad Hoc Hiring Committee

If internal applicants are not qualified for the position(s) in the sole judgment of EBCHR, or if no existing EBCHR employees apply for the posted bargaining unit position(s), EBCHR will establish an ad hoc hiring committee, which will involve both EBCHR management and a current EBCHR staff member in the CWA bargaining unit. The ad hoc hiring committee will review the EBCHR job description(s) for the bargaining unit position(s), which shall be prepared by and remain the sole responsibility of EBCHR, subject only to customary collective bargaining obligations.

Members of the hiring committee will jointly interview applicants and will offer recommendations as to the best qualified candidate. The members of the ad hoc hiring committee will be provided with copies of (or links to) the pre-employment inquiry guidelines issued by the federal Equal Employment Opportunity Commission ("EEOC") and the equivalent issued by the California Department of Fair Employment and Housing ("DFEH"), which they shall review prior to any applicant contact and / or interviews.

For compliance purposes, members of the ad hoc hiring committee shall take direction regarding the interview / selection process from EBCHR's Director of Finance and Operations or designee. Hiring decisions shall remain the exclusive responsibility of EBCHR.

Article 25 - PERFORMANCE EVALUATION

A. Evaluation During the "CWA Introductory Period" and Evaluations in General

The first one hundred and twenty-five calendar days (125) of employment will be the CWA INTRODUCTORY PERIOD for all bargaining unit employees. This period can be extended by mutual written agreement of the Union and EBCHR. The job performance of bargaining unit employees generally will be reviewed formally by the employee's supervisor once each year. The first evaluation for new employees will be given during the employee's CWA Introductory Period (approximately at the midpoint of the CWA Introductory Period) and if the employee successfully concludes the CWA Introductory Period then annually thereafter.

Performance evaluations are to be written. They shall include an evaluation by the supervisor of employee effectiveness as well as a self-evaluation written by the employee. A copy of completed evaluations will be given to the employee and their supervisor, and the original will be submitted to EBCHR's Executive Director or authorized designee for review. After review, the original copy shall be kept in the employee's personnel file along with the employee's self-evaluation. Employees shall receive a minimum of two (2) weeks' advance notice of the evaluation window, i.e., the period during which the supervisor anticipates completing and presenting the employee's evaluation, which will coincide with the employee's completion of their self-evaluation. The format for all bargaining unit employee evaluations will be determined by EBCHR with input from the Union. The substance of bargaining unit employees' annual or periodic performance evaluations shall not be subject to the Grievance / Problem Resolution Procedure of the CBA.

B. Employee Review of Their Personnel File

Employees shall have the right to review their personnel file annually and as otherwise permitted / required in accordance with applicable California law.

C. Employee Review of Their Immediate Supervisor

Every bargaining unit employee will have the opportunity to informally review their immediate supervisor after the employee's own evaluation is completed and will be submitted to EBCHR's Executive Director or authorized designee. The employee's immediate supervisor will receive a copy of the employee's review of the supervisor. The employee's review of their immediate supervisor shall not be made a part of the supervisor's personnel file / personnel record without the consent of the supervisor and

the approval of EBCHR's Executive Director or authorized designee; however, the informal supervisor review may be considered by the Executive Director or authorized designee as a part of that supervisor's annual or periodic evaluation. The format for such informal annual supervisor review will be mutually agreed upon by the Union and EBCHR; such agreement will not be unreasonably withheld. This review will take place concurrently with the employee's review by management. The informal supervisor review and related process as outlined above shall not be subject to the Grievance / Problem Resolution Procedure of the parties' Agreement.

The intent of this section is to promote the exchange of constructive feedback and promote the mission of the organization within the context of the process outlined above.

Article 26 - PROGRESSIVE DISCIPLINARY PROCEDURE

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

At every step of this process, bargaining unit members will be able to exercise their *Weingarten* rights. In other words, if the member feels that a meeting may result in disciplinary action, or affect their personal working conditions, they have the right to union representation, the right to consult with a representative prior to the meeting, and the right to not participate in the meeting until a representative is present. The representative may be a shop steward or a CWA business agent.

If EBCHR 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.

There are five (5) levels of progressive discipline used at EBCHR, any one of which may be entered into, depending upon the circumstances and severity of the problem:

1. Employee Counseling

The employee will be counseled by their supervisor following a minor offense, infraction, or deficiency. This will be done in an effort to eliminate possible misunderstandings and to identify what constitutes good performance.

2. 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.

3. 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 EBCHR if applicable, in problem is not corrected. The written warning will 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. Employees on written warnings are not eligible for promotions, transfers, or pay increases unless specifically approved by the Executive Director.

4. Suspension

An employee may be suspended from work without pay as part of the progressive discipline procedure, typically following counseling as well as verbal and written warnings. Depending on the severity of the problem and consideration of the circumstances, EBCHR may not provide prior counseling and / or warnings.

5. 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. It can also occur as the result of ongoing conduct that is inconsistent with EBCHR policy

Article 27 - GRIEVANCE / PROBLEM RESOLUTION PROCEDURE

EBCHR and the Union agree that timely interaction with one another on workplace issues can eliminate the cause for most grievances. While EBCHR maintains the right and responsibility to make decisions which affect the organization, the parties will endeavor to jointly evaluate and plan proposed actions that affect employees, the Union, and the organization within the context of the parties' labor-management relationship and this CBA.

A. Request for Union Representation

EBCHR shall release the appropriate Union representative who will be EBCHR's initial point of contact for the purposes of this Grievance / Problem Resolution Procedure.

At any meeting between an EBCHR management representative and an employee in which a formal level of discipline may be imposed, or in an investigatory interview where the employee may have a reasonable basis to expect that disciplinary action may result, a Union representative shall be present, if the employee requests such Union representation. To the extent practicable, the employee will be informed in advance by

EBCHR management of the subject of any meeting involving any level of discipline or any investigatory interview that may result in any for level of discipline. The Union representative and the employee shall be allowed at least two (2) business days to consult prior to the meeting, if requested by the employee and / or Union.

B. Communication and Problem Solving

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 EBCHR manager at the earliest practicable time to help the parties resolve the problem(s) at the lowest possible level.

C. Proactive Employee Performance Intervention

When, in the sole discretion and judgment of EBCHR, an employee is trending toward disciplinary action for job performance, EBCHR will endeavor to involve the Union and solicit its input and assistance as outlined here. The designated EBCHR management representative and the Union representative will work jointly, in a timely manner, to identify the performance problem(s) and work collaboratively with the employee to strive toward eliminating the cause of the employee's problem(s), if possible. The parties' mutual goal is to identify the problem(s), inform the employee about the same, and develop reasonable, cost effective strategies to prevent the problem(s) from recurring or eliminating the problem(s), if such is within the control or influence of the parties in their respective roles as employer and labor organization. In the case of employee serious misconduct, an employee may be subject to discipline, up to and including immediate dismissal. It is understood that problems that do not involve interpretation of the express provisions of the parties' Agreement shall not be subject to final and binding arbitration.

D. Union Presentation of Problems / Grievances

This Grievance / Problem Resolution Procedure is designed to provide a timely, efficient, and effective way of resolving workplace disputes. EBCHR and the Union agree that it is in their mutual interest to promptly resolve grievances at the lowest possible level. The presentation of a formal grievance must be made in writing, and must be presented to EBCHR within thirty (30) calendar days from the first occurrence of the action (or omission) or within thirty (30) calendar days from the date of discovery.

E. Grievance Procedure - Step One

An employee may initially present their grievance to a Union representative. A grievance is not at the first step, Step I, until it has been presented to an authorized representative of the EBCHR management team. At Step I, the grievance will be presented to the employee's immediate supervisor or, if appropriate, the manager who took the action that the employee and Union consider to be a violation of the parties' Agreement. A Step I Grievance may also be submitted directly to EBCHR's Director of Finance and Operations or designee at the discretion of the employee and / or Union

with the employee's express or implied consent. Step I Grievances will be processed as follows:

Prior to the Step I Grievance meeting, the Union's written presentation of the grievance to management will include the nature of the grievance; the date of the occurrence; and the Agreement article/section alleged to have been violated, the name of the grievant, and the remedy sought.

EBCHR will provide the Union with information and/or reasons it used or relied upon as a basis for the action (or omission) no later than ten (10) calendar days following presentation of the Step I Grievance.

EBCHR will hold the Step I Grievance meeting within fifteen (15) calendar days following presentation of a timely formal grievance. One (1) paid Union representative designated by the Union may attend this meeting, in addition to the grievant. EBCHR will inform the Union of the organization's position and rationale for its action or decision at the conclusion of the Step I Grievance meeting.

F. 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 EBCHR in writing of its intent to escalate a Step I grievance to Step II, and the Union must do so within fifteen (15) calendar days of the conclusion of the Step I Grievance meeting referenced above.

Upon timely escalation of the grievance to Step II, EBCHR will hold the Step II Grievance meeting within fifteen (15) calendar days of receipt of the Union's written intent to escalate the grievance to Step II. One (1) paid Union representative designated by the Union may attend this meeting, in addition to the grievant, if present.

Following the Step II Grievance meeting, but no later than thirty (30) calendar days after the Step II meeting, EBCHR management will inform the Union in writing of EBCHR's Step II decision.

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

G. 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.

H.Arbitration Procedures

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

If the Union is not satisfied with EBCHR's decision at the final meeting in the grievance procedure, the Union may request that the grievance be submitted to arbitration. The first day of the arbitration will be held within six (6) months from the date of the Union's timely written notification of its 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 the Union's 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 (6) 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 (6) month timeframe of this section.

The designated representatives of EBCHR 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 (6) month timeframe outlined above.

The Arbitrator shall have no authority to add to, subtract from, otherwise modify, or ignore the lawful provisions of the parties' Agreement. In termination cases, if the arbitrator does not der the grievance, the customary remedies shall be available: reinstatement with or without back pay and reducing a termination to a suspension, i.e., without back pay for the period of suspension as set by the Arbitrator.

The Arbitrator will render a decision within forty-five (45) calendar days from the date the matter is submitted for decision, e.g., after the parties' submission of post-hearing briefs after the close of hearing.

All decisions within the jurisdiction of the Arbitrator under this CBA and as agreed upon at hearing will be final and binding on all parties.

I.Dismissals

EBCHR agrees that no bargaining unit employee who has completed the CWA Introductory Period will be dismissed without “just cause” as the term is customarily applied in U.S. labor management relations. See, e.g., *Robert's Dictionary of Industrial Relations*. When it is necessary to dismiss an employee, the employee must be paid his or her earned wages in full at the time of dismissal, including any accrued, unused vacation.

J.Timelines

The timelines of the parties' Grievance / Problem Resolution Procedure outlined above may be extended by mutual agreement of the Union and EBCHR; however, in the event that a grievance is dormant for a period of thirty (30) days or more beyond any particular step, the grievance will be deemed withdrawn. In the event that the delay in processing the grievance is due to the inaction of EBCHR, and if the grievance is moved to arbitration by the Union, then EBCHR will pay the costs of arbitration, excluding attorney fees.

Article 28 - UNION SECURITY

Each bargaining unit employee who is a member of the Union or who is obligated to tender to the Union 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 the Union 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.

Each employee who is a member of the bargaining unit on or before the effective date of this Agreement and who on the effective date of this Agreement was not required as a condition of employment to pay or tender to the Union amounts equal to the periodic dues applicable to members shall, as a condition of continued employment, pay or tender to the Union amounts equal to the periodic dues applicable to members for the period beginning thirty (30) calendar days after the effective date of this Agreement, 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 (30) 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 EBCHR, and leaves of absence of more than one (1) month in duration.

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

The Union agrees to fully defend, indemnify and hold harmless EBCHR for any liabilities and costs it may incur as a result of its having performed management obligations under this Article.

A. Payroll Deduction of Union Dues

EBCHR agrees to make deductions of proportionate amounts of monthly Union membership dues or amounts equal to Union 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 the Union the amounts thus deducted no later than ten (10) days after the end of the preceding month during which deductions were made. Dues deductions will begin as soon as possible after receipt of the signed authorization card or form in accordance with the EBCHR's normal payroll procedures.

If, for any reason, EBCHR fails or is unable to make the authorized deduction from pay in any payroll period, EBCHR 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 a leave of absence, any authorization for deduction of dues shall be automatically suspended. Such suspended authorizations shall be automatically resumed when an individual on leave is returned to the payroll.

When an employee who has authorized the Employer 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 the Union notifying EBCHR in writing of the dues change. Following formal notice from the Union, such change in dues rate or amount

will be deducted employees' future wage payments in accordance with EBCHR's regular payroll practice.

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

The information listed above will be taken from EBCHR records and will be sent to the Union with the dues collected no later than ten (10) calendar days after the end of the preceding month during which deductions were made; however, the Union recognizes that errors and delays may and will occur and, in using the information furnished, the Union assumes all risks associated therewith.

B. Indemnification of EBCHR

The Union agrees to fully defend, indemnify, and hold harmless EBCHR, its directors, employees, agents, and attorneys, for any lawsuits, claims, liabilities, grievances, and/or costs incurred as a result of performing management's obligations under this **Article 28**.

Article 29 - COMPLETE AGREEMENT

This Agreement constitutes the entire agreement of and between the Ella Baker Center for Human Rights ("EBCHR") and the Communications Workers of America, AFL-CIO ("CWA") except such amendment or amendments agreed to and signed by the authorized representatives of both parties. Except as expressly allowed by the provisions of this Agreement, each party waives its right to require the other to negotiate with respect to: (a) such matters which are specifically referred to in this Agreement, (b) such matters which were discussed between the parties during the negotiations which resulted in this Agreement, and (c) such matters which were within the contemplation of parties at the time this Agreement was negotiated and executed.

Article 30 - MODIFICATION

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

Article 31 - SAVINGS, NO DEROGATIONS

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 32 - SUCCESSORS AND ASSIGNS

Executive Team ED/DD/EA	Non Bargaining Unit	Non Bargaining Unit	Non Bargaining Unit	Union Bargaining Unit	Union Bargaining Unit	Union Bargaining Unit	Union Bargaining Unit	Union Bargaining Unit	Union Bargaining Unit
Development Director	Associate Director	Senior Manager	Manager*	Senior Coordinator/ Specialist	Coordinator/ Specialist	Senior Associate/ Organizer/ Advocate	Associate/ Organizer/ Advocate	Senior Assistant	Assistant
Policy Director	Associate Director	Senior Manager	Manager*	Senior Coordinator/ Specialist	Coordinator/ Specialist	Senior Associate/ Organizer/ Advocate	Associate/ Organizer/ Advocate	Senior Assistant	Assistant
Director of Communication	Associate Director	Senior Manager	Manager*	Senior Coordinator/ Specialist	Coordinator/ Specialist	Senior Associate/ Organizer/ Advocate	Associate/ Organizer/ Advocate	Senior Assistant	Assistant
Organizing Director	Associate Director	Senior Manager	Manager*	Senior Coordinator/ Specialist	Coordinator/ Specialist	Senior Associate/ Organizer/ Advocate	Associate/ Organizer/ Advocate	Senior Assistant	Assistant
Director of Finance and Administration	Associate Director	Senior Manager	Manager*	Senior Coordinator/ Specialist	Coordinator/ Specialist	Senior Associate/ Organizer/ Advocate	Associate/ Organizer/ Advocate	Senior Assistant	Assistant

*A Manager is (or can) be a Director, as a Manager may have similar supervising responsibilities of a Director. A person does not necessarily have to hold a Manager position to be a Director; one could hypothetically directly become a Director.

People can also be hired directly into a Senior position or Director / Manager position if that level position is open and available to be filled.

Employees promoted to the Senior title after three (3) consecutive years of experience with satisfactory or better job performance evaluations and Executive Director approval. Employees with requisite experience may be hired as "Senior."

