



**CWA LOCAL 9415
AND
RAINFOREST ACTION NETWORK**

**January 1, 2026,
through
December 31, 2028**

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Preamble

At Rainforest Action Network (RAN), we believe that human and labor rights are essentially linked to the protection of the planet. As part of RAN's commitment to building a better world, we understand that the voices, values, and welfare of our workers — those who spend every day working to protect our planet — must be centered in everything we do.

In further support of RAN's Mission, the parties to this Agreement will work collaboratively to build a workplace that celebrates each staff person's multifaceted life and advocates on behalf of a diversity of ability and external obligations — a workplace that truly lives up to RAN's articulated values including racial and social justice, respect and integrity in relationships and the belief that "people power" drives positive change in our world.

Article 1 – Parties to the Agreement

This collective bargaining agreement ("Agreement" or "CBA") is entered into between Rainforest Action Network ("RAN" or "Organization") 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

Rainforest Action Network (RAN) recognizes Communication Workers of America (CWA) as the Exclusive Bargaining Agent for all non-Management, non-Director* staff members. The bargaining unit is inclusive of all unidentified, non-Director, and non-confidential hires.

RAN agrees that contractors and RAN Management shall not be used to avoid the creation or filling of traditional bargaining unit positions.

RAN agrees to notify CWA of the creation of any non-Management job titles and to discuss the inclusion or exclusion of these new positions in the bargaining unit. RAN agrees to notify CWA in writing of any changes in the content of existing positions, or of any change in the job status of a staff member, within ten business days of any such change.

Article 3 – Union Communications & Acknowledgement

1. Bulletin Boards

The Union shall be permitted space and resources to post announcements and communicate with its memberships. This will include a place for a bulletin board in break rooms on the Employer's property. The size and exact location of the bulletin boards in the break rooms will be mutually agreed to by both parties. Such bulletin boards are to be used exclusively by the Union.

Bulletin board postings shall normally include the following:

- Notices of Union recreational and social affairs;
- Notices of Union elections, appointments, and results of Union elections;
- Notices of Union meetings;
- Other factual notices, information & announcements concerning official business of the Union.

Such material shall be posted and/or removed only by an official Union representative or person designated by an official Union representative.

2. Union Meetings & Digital Communications

The Union may conduct scheduled meetings of staff members, and communicate with staff members, during regular working hours. The Union shall use its best efforts to avoid scheduling meetings during times that interfere with scheduled work or meeting times for staff members. Communication and announcements of Union business may be circulated to members of the Bargaining Unit via RAN's electronic mail, Slack, Zoom, and other forms of digital communication hosted or paid for by RAN.

3. Union Acknowledgement

RAN shall recognize the bargaining unit's affiliation with CWA by having a union bug on the RAN website.

Article 4 - Successors and Assigns

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

Article 5 - No Strike Breaking, No Strike, No Lockout

- The Employer agrees that so long as this Agreement is in effect, there shall be no lockouts.
- The Union, its officers, agents, members and staff members of the Employer covered by this Agreement agree that so long as this Agreement is in effect and being honored, there shall be no strikes, sit downs, job actions, stoppage of work, slowdowns, retardation of work procedures, boycott, sympathy strikes, corporate campaigns or any acts that interfere with the Employer's operations.
- Any violation of the foregoing provisions may be made the subject of disciplinary action, including discharge.
- The Union shall, upon demand by the Employer, ask any staff who engages in any conduct inconsistent with the above provisions to immediately cease such actions.
- This no-strike provision does not apply to situations where the safety and/ or health of the staff members is threatened.

Article 6 - Local, State, or Federal Law

Nothing in this Agreement will be construed to require either of the parties to act contrary to any local, state or federal law. In the event such a condition arises, it is agreed that this Agreement shall be deemed to be modified in respect to either or both parties to the extent necessary to comply with the law. Should any article, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section, or portion thereof directly specified in the decision, provided, however, that upon such a decision the parties agree immediately to negotiate a substitute for the invalidated article, section, or portion thereof.

Article 7 - Union Security

A. Union Dues Process

Each bargaining unit staff 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 staff members 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 staff members 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 staff but shall reapply to such staff on the

thirtieth (30th) day following the staff's return to the bargaining unit. The term "formal separation" includes transfers out of the bargaining unit, removal from the payroll of RAN, and leaves of absence of more than one (1) month in duration.

B. Payroll Deduction of Union Dues

RAN 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 a staff member upon receipt of a dues deduction authorization card or form, signed by such staff, 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 RAN's normal payroll procedures.

If, for any reason, RAN fails or is unable to make the authorized deduction from pay in any payroll period, RAN will deduct the accumulated authorized deduction in an ensuing payroll period or periods, provided the staff's pay is sufficient to do so. In addition, RAN will notify CWA of the missing deduction and work in good faith to resolve any issue. 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 a staff member 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 suspended. Such suspended authorization shall be resumed when an individual on leave is returned to the payroll.

When a staff member who has authorized RAN 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 staff returned to a bargaining unit position, dues deductions shall be automatically reinstated without requiring a new authorization form from the staff.

The rate or amount of the dues deduction for all members, for any job title and wage classification may be changed by CWA notifying RAN in writing of the dues change at least 30 days in advance of the effective date. Following formal notice from CWA, such change

in dues rate or amount will be deducted from bargaining unit staff members' future wage payments in accordance with RAN's regular payroll practice.

RAN and CWA shall participate in a contract implementation meeting for the purpose of determining what information can reasonably, easily, and without causing additional expense other than minimal expenditures, be provided by RAN to CWA for purposes of implementing this Article and how such information shall be transmitted.

The information listed above will be taken from RAN 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 8 - Non-Discrimination, Anti-Harassment, and Accommodations

RAN and the RAN Alliance for Workers' Rights Joint Equal Employment Opportunity, Anti-Discrimination, and Anti-Harassment Statements

RAN and the RAN Alliance for Workers' Rights agree that no worker at RAN shall be subject to harassment or discrimination on the basis of any actual or perceived protected category protected by applicable federal, state or local laws.

For the purposes of this article, anti-discrimination and anti-harassment practices are applicable to all working conditions, including recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, staff member activities and general treatment during employment.

Abusive Conduct and Microaggressions

RAN follows a zero tolerance policy for behavior deemed to be "abusive conduct" under CA and other relevant federal/state/local law, including behaviors by staff, volunteers, donors, or third-parties. Abusive conduct is defined as conduct of an employer or staff member in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. A single act shall not constitute 'abusive conduct', unless especially severe and egregious.

Even though microaggressions do not necessarily rise to the level of harassment, over time they can build to a pattern of harassment. Therefore, RAN expects that any act of microaggression, whether intended or not, be addressed immediately through direct communication and/or consultation with a supervisor, member of the LT, and/or HR. RAN is committed to a thoughtful process that makes it possible for work to continue, including accountability, conflict mediation, and/or restorative action.

Prevention for Discrimination, Abusive Conduct, and Harassment

Consistent with applicable laws, RAN will offer biannual anti-discrimination and antiharassment training (either in person or by webinar) that will be mandatory for each staff person employed by RAN.

New hires are provided with a segment of education during onboarding designed to build understanding of the RAN's anti-discrimination and anti-harassment policies.

Staff who experience repeated or regular instances of any of the behaviors described in this article should speak with HR. HR will assess the situation and may conduct an investigation, resulting in recommendations that may include additional training, coaching, and/or discipline.

Article 9 – Management Rights

Except as expressly modified or restricted by a specific provision of this Agreement, all managerial rights are retained and vested exclusively in RAN. It is the right of RAN's Management to direct the organization, including, but not limited to fiduciary and financial management and decision-making, organizational planning (such as Strategic Planning), and stewardship of RAN and its resources, except where such decisions are in the purview of the RAN Board of Directors.

It is the right of RAN Management to direct RAN staff, including but not limited to the rights to determine policies for conduct, procedures, standards, safety, and rules; to determine appropriate staffing levels, size, and composition of its workforce; establish reasonable work standards and rules; to determine the methods, procedures, location, type and scope of work services and hours of operation; to select the employees it will hire, determine salaries, increases, and salary adjustments; determine benefits; maintain efficiency of employees; determine assignments of work; determine and alter job titles and descriptions; establish or revise work schedules; determine type and scope of work, workload, and performance standards; discipline or terminate employees; discontinue all or any part of its business operations; expand, reduce, alter, combine or transfer, promote, assign, or cease any job, department, program, or operation for business purposes subject

to staff rights and privileges which are expressly set forth and preserved herein for the life of this Agreement. It is the right of RAN Management to direct its operations, including but not limited to fiduciary and financial management and decision-making, organizational planning (such as Strategic Planning), and stewardship of RAN and its resources; introduce new, different or improved methods and procedures in its operations; subcontract operations for the efficiency of the business; determine the number and type of equipment, material, products and supplies to be used or operated; oversee facilities, locations, equipment, and other property; otherwise generally manage the organization's business and take actions to fulfill the organization's mission. Any management decision not specifically limited in this Agreement shall be fully within the discretion of RAN.

Article 10 - Commitment to Union Labor, and Environmentally and Socially Conscious Organizational Purchasing

RAN embraces its role as an organization that works for both social justice and the environment. Further, RAN has a strong commitment to organized labor and the collective bargaining process. Hence, the Organization will endeavor to give preference to unionized or worker cooperative contractors and vendors wherever feasible.

Furthermore, RAN pledges to make environmentally and socially conscious purchasing decisions. Management, in collaboration with RAWR and all staff, commits to reviewing any relevant guidelines at least once every two years.

Article 11 - Commitment to Collaborative Communication about Work Changes

With the intention of RAN and the Union being in a collaborative and mutually beneficial relationship, RAN Management/HR agree to consult with the Union on proposed changes that may impact working conditions (compensation, benefits, work schedules/paid time off, job descriptions, position changes, reorganizations of teams/reporting lines, etc.) unless superseded by applicable laws.

Changes will be submitted in writing to RAWR's stewards, who will facilitate the sharing of the new information with the Membership, and bring back concerns and feedback to Management.

RAWR has the opportunity to meet with Management/HR to discuss impact and effects to bargaining, as customary under applicable federal labor law.

Article 12 - Multi Year Organizational Strategic Planning

Rainforest Action Network regularly conducts a “Multi Year Organizational Strategic Planning Process.” In an effort to meet RAN’s organizational values on pace and capacity, racial justice, and equity, the parties to this Agreement agree to a good faith collaborative labor-management review and input on the “Multi Year Organizational Strategic Planning Process”.

The parties further agree that RAWR may make recommendations on the final draft of the strategic plan document, and that RAN’s bargaining team will take any feedback or recommendations directly to leadership for consideration before a final version of the plan is sent to the Board.

Article 13 - Board Meeting Attendance

As per the process outlined in the RAN Handbook, RAWR and CWA may request a meeting with the RAN Board of Directors. Approval of such meeting requests will not be unreasonably withheld.

Article 14 - New Hire Introductory Period

Each new hire’s first ninety (90) calendar days will be considered the Introductory Period. During the Introductory Period, RAN will have an opportunity to evaluate the new hire’s performance, compatibility, ability, and interest in the job. During the Introductory Period, either RAN or the new hire may end the employment relationship for any lawful reason or no reason at all, with or without notice. Any decision on RAN’s behalf to release an employee during the initial Introductory Period or during any extension of the Introductory Period shall not be subject to grievance or arbitration under this Agreement.

Article 15 - Staff Files

Access to staff’s personal and private information (including the payroll system ADP, the HRIS Bamboo and the performance review system Leapsome) is restricted depending on the type of information.

Each staff person has the right to access their own information, and can do so by requesting that with reasonable advance notice (3-4 business days) from HR. Digital copies can be provided, if needed.

For certain situations, such as performance issues, the staff person’s supervisor and/or other management personnel may have the right to access information relevant to related matters.

RAN will destroy the information in accordance with legal retention requirements, which differ depending on the type and the relevant laws governing the information.

RAN will annually present the types of personal and private information of staff kept by human resources, including a brief explanation of the reason for each type.

Article 16 – Union Rights

Right to union representation and to conduct union business during working hours

The Union may designate staff members(s) within the bargaining unit to serve as Union Stewards and other representatives and officers of the Union. Duties and responsibilities related to being a Steward and other roles are the responsibility of the Union.

Union Stewards are elected members, who work to help members get the full benefits and protections of the contract by focusing on member education, engagement, and advocacy, including handling member grievances. They are organizers who help build the union, welcome new members, and directly support existing members day-to-day, encouraging them to build solidarity and power across the workplace.

CWA may also offer the support of the Contractual Vice President for non-profits, legal counsel, and associated officers of the Union to support RAWR members depending on the need.

The Union shall furnish Management with a list of Stewards and/or Union officers and representatives and alternates, and shall, as soon as possible, notify in writing of any changes.

All members of the bargaining unit shall have the right to conduct Union business on work time, provided such business does not negatively impact bargaining unit members/representatives' regular workloads or schedules. Generally, an average of up to 4 hours per week is expected. There shall be no deduction from the pay for a staff member conducting Union business during regular working hours, in particular (but not exclusively) for the time spent by a Steward or other officers of the Union when directly involved in meetings with management relating to the administration of this Agreement, nor in preparation for such meetings. Stewards and other members of the bargaining unit shall not be compensated for work done on union business outside of working hours.

Union Stewards shall be allowed to participate in all stages of grievance or conflict resolution processes at the request of the bargaining unit member. See Conflict resolution and restorative justice, and grievance policies for reference.

Right of the Union to conduct and participate in Staff Onboarding Orientation Process

Union Representatives shall be afforded the opportunity to participate actively in staff onboarding processes, including the opportunity to deliver presentations and interact confidentially with new staff members without Management's presence during a dedicated Union onboarding meeting.

Management will provide as much notice as possible of a new hire's start date so that Union Representatives can take time to prepare and will ensure onboarding sessions are scheduled at times that Union Representatives can participate.

Right of union officers, stewards, and members to leaves of absence for union business.

For union business directly related to the application or interpretation of the contract, such as grievance proceedings, union Stewards and officers shall be allowed to use paid working time to conduct union business.

For other union-related activities, such as attendance at national union meetings and union related conferences or events, union members may use up to 5 days of paid work time. Any time in addition to the 5 days would be PTO. Time off for these activities should be taken with respect to business operations and teamwork calendars such that there is minimal impact on the team and workloads.

Article 17 - Progressive Discipline and Performance Improvement

When dealing with a pattern of job-related behavior and issues that do not meet expected and

communicated performance standards, or when staff behavior is not in alignment with RAN's stated values as listed in our Handbook and Values in Practice documentation, RAN will use progressive discipline as a process of assisting the staff to understand that a performance problem or opportunity for improvement exists. It is the responsibility of every supervisor at RAN to understand and follow this process and to work with HR consistently on its application.

Performance Standards refer to work expectations around a staff member's performance of their job duties as outlined in their job description and a reasonable work plan, such as specific tasks, goals, and projects. Most often, an issue with performance standards will be demonstrated by a pattern of behavior over time that may be captured in performance evaluations. However, there may be situations where a single instance is enough to rise to the level of disciplinary action, such as situations where staff negligence causes increased risk to staff, RAN's organizational reputation, or other severely negative impacts.

Examples of not meeting performance standards might include but are not limited to:

- Failure to complete assigned tasks or projects (or failure to complete within a specific deadline)
- Refusing to work on projects assigned by a supervisor
- A pattern of issues with timeliness that are inconsistent with that team's culture or that have a negative impact on colleagues.
- Failure to manage direct reports efficiently, hold teams accountable or provide direction and support for supervisees

Behavior/Values Standards refer to work expectations around how the staff member interacts with colleagues both inside and outside of RAN during the course of work.

Examples of not being in alignment with RAN's stated values might include, but are not limited to:

- Acting out against colleagues by name-calling, using insults or epithets (this could fall under harassment/discrimination/abusive conduct, depending on the circumstances)
- Microaggressions toward others (again, could fall under harassment / discrimination / abusive conduct, depending on the circumstances) and failure to take accountability for the impact of such behaviors, comments, etc.
- Taking up all the space in a team or shared dynamic, talking over or for others, prioritizing one's own perspectives over others, and refusing to engage in cooperative or collaborative learning, discussion, etc.
- Misuse of RAN financial resources

Parties and their roles/responsibilities in the Progressive Disciplinary Process

Staff Member - be accountable and take responsibility for their own behaviors and performance when an issue is communicated; seek tools and resources that can support growth and improvement; work to change performance or behaviors that are brought forth by supervisors

Supervisor - provide clarity around expectations for staff work, prioritization, and behavior; hold staff accountable for behavior and performance; engage in direct feedback and give staff the opportunity and tools/resources to overcome challenges; apply discipline fairly and equitably using white supremacy pivots; consult early and often with HR when a staff member is struggling; take responsibility for the supervisory role in staff challenges or when there are communication breakdowns; carry out any disciplinary actions, in consultation with HR

LT member (if different than Supervisor) - work with supervisors to be accountable for the performance and behaviors of the supervisors on their team, and course correct when necessary; work with HR as needed.

HR - work with supervisors and LT to proactively course correct when something is going off course; ensure a fair, equitable approach to discipline that takes into account a justice-oriented lens and white supremacy pivots; make recommendations as to appropriate disciplinary measures and consult on improvement plans and written documentation; work with staff members at all levels to ensure a clear and shared understanding of the whole process, the expectations specific to them, and the ways in which they can be successful; provide support for closing skill gaps; work with RAWR/CWA to ensure the provisions of the contract are upheld and followed. In the case of investigations, conduct investigations and make recommendations for remediation to Exec.

RAWR/CWA - attend meetings and conversations related to discipline when requested by the unit member; take notes and document processes; ask questions and work with the other parties toward resolution; represent staff and the provisions of the contract; and initiate a grievance process if the disciplinary actions are in violation of the contract.

RAN endeavors to help staff members strengthen their skills and performance on an ongoing basis to support their professional growth and development using regular performance evaluations. RAN does not consider these efforts to be disciplinary. RAN supervisors counsel their staff in an effort to eliminate possible misunderstandings and to identify what constitutes good performance. If progressive discipline is initiated due to performance issues, HR will first determine if the work plan used to determine performance is reasonable.

Before commencing this disciplinary procedure, it is essential to assess the matter in connection with RAN's non-discrimination and anti-harassment policies. The objective of this stage is to guarantee that the process promotes fairness and equity, addresses cultural biases, and fosters racial justice.

Bargaining unit members will be able to exercise their rights by requesting to have union representation present during any investigatory meeting or other meeting that could lead to discipline of the member. RAWR union has the right to consult with a shop steward or a CWA business agent or officer prior to any such meeting, to have that representative attend the meeting, and not to answer questions during the meeting until a representative is present. The member may choose from any available representative. Any such meeting will be scheduled with sufficient notice to accommodate these rights.

If RAN asks a staff member to sign a document to acknowledge its receipt, a staff member may refuse to sign, and such refusal alone will not subject the staff to discipline or further discipline. The supervisor will note the refusal on the document.

Investigations/Investigatory Meetings

Complaints of harassment, discrimination, bullying, or other “abusive conduct”, as well as situations involving theft, violence, or other actions that willfully violate our code of conduct will generally result in a full investigation being conducted by HR. Often, an informal complaint/information arrives at HR without enough information to determine whether the instance immediately meets the criteria for discrimination, harassment or other potentially harmful conduct up front, which also launches an investigation as a “fact-finding” situation. Investigatory processes, including administrative leave, are not considered to be part of the disciplinary process, though an investigation might result in disciplinary action, up to and including termination of employment. Investigations generally follow the process outlined here:

1. A complaint is received, or information is shared that might point to discrimination, harassment, bullying, abusive conduct, or another pattern of unacceptable behavior greater than what could be managed via a performance management process (see below).
2. The subject of the complaint (the person the complaint is made against) is, to the extent possible, informed of the reason for the investigation and is put on paid administrative leave while the investigation is conducted; HR will explain the purpose of administrative leave and stress that it is not punitive. Some circumstances, for example, a sexual harassment allegation or a situation that might be more layered or complex, may result in both/all the relevant parties being put on administrative leave during the investigation. HR notifies RAWR of a pending investigation and the administrative leave. HR may consult with an attorney before the investigation is launched.
3. HR engages the complainant(s) (person/persons who made the complaint) in an initial interview to determine the facts of the circumstances: what behaviors happened, what was the timeline, were there any witnesses, was there any follow-up or attempt to resolve the situation another way, was the complaint brought to another member of the team (such as a supervisor), and all other obtainable pertinent information. If the complainant is a member of the union, they are notified in advance of the right to have a union representative present during the meeting and if requested, HR invites the union representative.

4. HR engages in witness interviews to determine the facts of the circumstances from their perspectives: what was their involvement, what did they observe, what was the timeline, was there any follow-up or attempt to resolve the situation another way, was the situation brought to another member of the team (such as a supervisor), and all other obtainable pertinent information. If the witness is a member of the union, they are notified in advance of the right to have a union representative present during the meeting, and if requested, HR invites the union representative.
5. HR engages the person against whom the complaint was made in an interview to determine the facts of the circumstances: what behaviors happened, what was the timeline, were there any witnesses, was there any follow-up or attempt to resolve the situation another way, was the complaint brought to another member of the team (such as a supervisor), and all other obtainable pertinent information.
6. If a member of the union, they are notified in advance of the right to have a union representative present during the meeting, and if requested, HR invites the union representative.
 - a. At this stage of the process, HR will either a) conclude the investigation if enough information has been received or b) conduct further interviews (including potentially going back to re-interview previous participants). If the latter, repeat steps 2-5 as relevant until enough information has been gathered.
 - b. While HR is conducting the investigation, updates will be given to all relevant parties as often as possible. There are no guarantees of what this looks like, as each investigation takes its own path. If there are 2 interviews versus 20, timelines might look very different. "Relevant parties" can mean different things in different investigations.
7. HR drafts an investigation summary and, if needed, meets with an attorney to review the investigation and lay out possible outcomes. HR shares the investigation summary and any recommendations with the Executive Team and, if relevant, the immediate supervisor. The Executive Team and HR discuss outcomes and recommendations and reach a decision about any next steps.
 - a. points of discussion during this meeting might include:
 - i. Was this a situation of harassment, discrimination, abusive conduct, or bullying? To what degree? Was this an isolated incident versus a pattern of behavior? Did this incident cause reputational risk to RAN? What resolution would remedy this?
 - ii. Who was impacted by this situation, and how were they impacted? How are we considering that impact as we try to move forward? What resolution/outcome would address the impact?

- iii. Is there a legal/reputational risk to RAN in returning this person to work? Is there legal/reputational risk in NOT returning them to work?
- iv. Can the relationship between the complainant and the subject of the complaint be restored? Can the person at the center of the complaint reasonably recover from this incident such that they can continue to be effective in their role without longer-term impacts such as personal reputational risk or any other serious negative impacts?

8. Post-discussion and decision, HR carries out the next steps as relevant. Those include:

- a. Informing the subject of the complaint about the outcome and next steps
- b. If the subject of the complaint is a unit member, informing CWA of the decision
- c. Informing the supervisor (if relevant) and the LT member relevant to the situation
- d. Drawing up related documentation, including but not limited to disciplinary documentation, termination information, severance agreements, timelines, and communication points

RAN may discipline or terminate staff members for just cause. Just cause can include failure to successfully complete a Performance Improvement Plan, misconduct, policy violations, including RAN's conflict of interest policy or conduct policies, threats or threatening behavior against a colleague, partner or vendor, harassment, and other behaviors or actions that endanger RAN's reputation, its work, or its status as a 501(c)(3) organization. There are four levels of progressive discipline used at RAN, any one of which may be treated as the first step depending upon the circumstances and severity of the problem. RAN supervisors should consult with HR during each of the below stages, and preferably before an issue rises to the level of any of these stages:

Verbal and Documented Verbal Warnings

The supervisor will bring any issue to the staff member's attention and help them develop a solution to improve performance to the appropriate level. Verbal warnings will be documented by the supervisor via email with a CC to HR. The record will be placed in the staff member's file.

Written Warnings

The supervisor will consult with HR on the development of a written warning and will then meet with their direct report to present a written warning. A written warning is designed to

make sure that the staff member is fully aware of the misconduct or performance problem, including the degree of seriousness and the consequences, if applicable, in the event the problem is not corrected. The written warning will include specific goals and a time frame for staff improvement and maintaining/sustaining that improvement. A follow-up date will be set to discuss the staff member's progress.

Performance Improvement Plans (PIPs)

In circumstances where there have been previous warnings/coachings with no progress, the supervisor will consult with HR on the development of a Performance Improvement Plan (PIP), and will then meet with their direct report to present the PIP. The PIP is a targeted plan that details where improvements in performance or behavior are needed and how to go about correcting them. The PIP will include specific recommendations for improvement and where appropriate, tools, resources, and supports that are available to help the staff member be successful. PIPs are time-specific, and may be in increments ranging from 30-90 days, and may be extended if there has been progress.

Termination

In cases of serious misconduct or following the outcome of a relevant investigation, immediate rather than progressive corrective action may be necessary. Termination of a staff member initiated by RAN 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. Termination meetings are generally conducted by supervisors and HR together, though there may be rare situations where HR conducts the termination without the supervisor present.

Article 18 - Conflict Resolution and Restorative Justice

Conflict is natural and can be healthy. Yet certain types of conflict can be both personally and organizationally stressful and can interfere with our ability to do impactful work. We want a workspace that fosters healthy ways of navigating disagreements and addressing problems and missteps when they occur. To support RAN staff and close allies in navigating conflict within our shared work, RAN commits to providing a multi-pronged approach to conflict resolution, including periodic training to staff and management and making mediation available when needed.

This agreement comes into place when parties are unable to resolve the conflict or issue themselves and there is a formal request for support with a conflict resolution or restorative justice process. RAN will ensure that all staff are aware that support is available to them.

This support includes:

- Communicating directly with any parties involved.
- Covering the costs of conflict mediation within a balanced organizational budget.
- Ensuring that meetings are scheduled promptly and the process respects the needs and boundaries of all parties involved

Restorative Justice:

What is restorative justice in the workplace? While restorative justice in the United States originated as an alternative approach to the criminal justice system, the underlying philosophies and values (rooted in care and respect for humanity) can help shape inclusive workplaces that respect all individuals, focus on community-building, and repair harms through meaningful accountability.

There are different ways to integrate restorative justice practices into conflict resolution processes and not all conflict resolutions require restorative justice practices. Restorative justice is an invitation, never an obligation, and all parties involved must consent to participate in the practice. HR, LT, and other supervisors cannot mandate staff to participate in restorative justice processes.

Consent must be constant, which means that any party may opt-out at any point in time. If there is a breach of community agreements from any party during a conflict resolution or restorative justice process, the process may be terminated.

RAN's role in conflict resolution and restorative justice processes is to ensure that all staff members have support in resolving conflict and seeking relationship and community restoration should the situation warrant that. Potential restorative outcomes might be, a formal apology, ongoing education, commitments to specific conduct, agreeing to adjust roles and responsibilities to improve a given situation, or some other resolution to be determined during the course of the process.

Process:

When a conflict or issue occurs and one or more of the parties feels that there is a need for resolution and/or restoration they can request support.

1. An involved party requests support in navigating a conflict or issue to HR, union stewards, or members of RJAG. Requests should outline the parties involved and the hoped-for outcome of mediation.

2. RAN HR engages union stewards and RJAG to identify a point person(s) to support the process. The point person(s) checks in with involved parties to see what boundaries and needs they each have for a process and their desire or willingness to engage in individual conversation or get mediation support. The point person(s) share back proposed group agreements and help determine if mediation is necessary.
3. If all parties agree to engage and feel there is a need for external support, the point person(s) will help arrange a mediator. The mediator should be mutually agreed upon by both parties and RAN HR and should come from organizations like SEEDS, Impact Justice, or similar organizations providing conflict mediation and support. All mediation fees must be approved by HR and the CFO before moving forward.

Staff who experience harassment, discrimination, bullying, or other “abusive conduct” are discouraged from using mediation and encouraged to communicate those incidents to RAN HR who will take the necessary action under the law. Mediation can still be a part of an HR-led process.

Examples of why RAN staff or allies would request support:

- Parties have spoken but the issue remains unresolved and is impacting work.
- A power imbalance makes it hard to address an issue.
- Rumors and gossip about an issue are impacting work.
- The impact of the issue is high for RAN and/or individuals involved

Article 19 – Performance Evaluation

Evaluation Process

RAN has a formal performance evaluation process. The process is facilitated by Human Resources(HR) in collaboration with the respective supervisor, peers, and external partners when appropriate. RAN staff are evaluated bi-annually, including an annual comprehensive review, which takes place once per year near the staff member’s anniversary hire date. This review includes supervisor and peer feedback, as well as feedback from the direct report(s) (where applicable), an evaluation against individual work performance and RAN competencies and values, a job description review, an assessment of work carried that may be outside of the job description, evaluating coverage time for open or transitioning positions, and a discussion of staff’s performance and future professional development.

RAN supervisors provide support, feedback, and coaching to enable staff members to be successful in their work. Performance evaluations will be based on the performance of duties outlined in the most current job description, as well as performance expectations and standards of the organization as a whole and within the work unit or department.

New staff members complete a 90-day review with their manager to ensure that they have the knowledge, tools, and resources to be successful in their work at RAN and that fully understand the expectations of their role. If there are any early problems or issues, they can be surfaced and directly addressed at this time.

Data from bi-annual reviews is stored within the performance evaluation platform and available for download as a PDF. Staff reviews are intended to provide support for decisions around promotions, job changes, position transfers, etc., and to capture any ongoing areas of growth, development or where staff is experiencing challenges.

Performance evaluations at RAN do not directly influence compensation, though they are used holistically to assess overall performance and behavior alignment.

Reviews are not intended to be a disciplinary tool, though they may help identify patterns. Content of performance reviews should not come as a surprise to staff because managers should be in regular conversation with their direct reports about anything that needs to be addressed. There are times when a pattern emerges over the course of multiple performance reviews, which may be cause for progressive discipline and/or performance improvement plans (PIP), but never as the first intervention. If there are gaps in performance, skills, or knowledge, the performance evaluation is an appropriate place to include interventions such as training, specific action steps, education, etc.

Structured Feedback

During their bi-annual evaluations, every staff member will have the opportunity to participate in a structured discussion, 2x2 feedback (or similar two-way process), with their immediate supervisor during the staff member's own evaluation.

At the end of each staff evaluation, there should be time for a two-way feedback session between staff and supervisor. Below is an example from The Management Center of how this could be done:

The 2x2 system helps managers and staff members regularly reflect, share feedback, and discuss how the work is going. The manager and the staff member each share two things that each person is doing well and two things that they could do better (alright, it's more like two 2x2s—your own self-reflection and your feedback for the other person). For the

staff member, the focus is on their performance; for the manager, the focus is on their management of the staff person

1. Staff shares two things the manager is doing well and two things they should work to improve on regarding supervisor duties.
2. Staff share two things they are doing well themselves and two things they could improve on.
3. Supervisor shares two things they think they are doing well and two things they should improve in regard to their supervisor duties.
4. Supervisor shares two things they think the staff person is doing well and two things they should work to improve.

Manager Evaluation

Staff members review their supervisors once a year during the supervisor's annual 360. A manager can access all the reviews from an employee's reports to help evaluate their performance. Supervisors are expected to share reflections of their own evaluations with their teams. Reflections should include one area the supervisor is doing well and one to two areas they see as a growth edge to work to improve.

The intent of this section is to promote the exchange of constructive feedback and collaborative ways of working to promote the mission of the organization. Supervisors may use this as an opportunity for 2X2 feedback as outlined above. The more frequent the opportunities for two-way feedback, the more it becomes the norm.

Staff members have the option of SKIP-level meeting with the supervisor of their supervisor, which can be requested at any time. Requests should be scheduled for within a month of the request.

Article 20 - Grievance Procedures

A grievance is any disagreement between a staff member and RAN, or the Union and RAN, relating to the interpretation or the application of or compliance with this agreement or any disciplinary action taken against any staff member.

RAN and the Union agree that timely interaction with one another on workplace issues can eliminate the cause for most grievances and that it is in their mutual interest to promptly resolve grievances at the lowest possible level. Before initiating the Grievance Procedure, an earnest effort will be made to settle the grievance through informal discussions with Human Resources or Supervisors.

A CWA member cannot file a grievance against another unit member; therefore in a situation where both a supervisor and staff member are members of the unit and there is

an open grievance between the parties, ultimately it is up to CWA to figure out how to handle these situations, with RAWR playing a guiding role as it pertains to their members.

The timelines of the Grievance Procedure outlined below may be extended by mutual agreement of the Union and RAN.

Request for Union Representation

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

At any meeting between a RAN management representative and a staff member in which a formal level of discipline may be imposed, or in an investigatory interview where the staff may have a reasonable basis to expect that disciplinary action may result, a Union representative shall be present, if the staff member requests such Union representation. To the extent practicable, the staff member will be informed in advance by RAN management of the subject of any meeting involving any level of discipline or any investigatory interview that may result in any level of discipline. The Union representative and the staff member shall be allowed at least four (4) business days to consult prior to the meeting, if requested by the staff member and/or Union.

Grievance Procedure Step 1 - Discussion with Human Resources or Supervisors

(Informal Step)

CWA must bring complaints related to alleged violations of this agreement to the attention of Human Resources and vice versa. The aggrieved staff member may discuss the grievance with their supervisor or HR.

Grievances must be raised in writing via email as a simple notification indicating that Step 1 Grievance is being filed and include the name of the grievant and the applicable manager with HR or the staff member's supervisor, as applicable, within 30 working days after the facts upon which it is based first occur or first become known to the grievant, whichever is later. HR or the staff member's supervisor, depending on who the staff member discussed the grievance with, will have 20 working days in which to attempt to resolve the grievance informally.

Grievance Procedure Step 2 - Filing a formal grievance with HR

If the grievance has not been satisfactorily settled within 20 working days of the date of Step 1 was initiated, the Union may take the next step in the Grievance Procedure to file a written grievance to Human Resources or designee including a description of the

grievance, date of occurrence, the people involved, the Agreement article/section alleged to have been violated, the name of the grievant and the remedy sought.

Within 20 working days from the receipt of the grievance, RAN will organize a meeting to take place between the Union and RAN. The meeting shall take place during RAN working hours. Two paid Union representatives designated by the Union may attend this meeting. RAN shall give its written answer within 20 working days after the meeting.

Human Resources will have 20 working days following the receipt of the written grievance to investigate and attempt to settle the dispute. In the absence of RAN's HR director, the Deputy ED will fill this role.

Grievance Procedure Step 3 - Submission to Executive Director

If the grievance is not resolved at Step 2, it may be escalated by the Union to Step 3. A Step 3 grievance will be presented to the Executive Director or authorized designee, i.e., when the ED is absent or when a grievance involves the ED.

To begin Step 3 of the procedure, the Union will notify RAN in writing of its intent to escalate a Step 2 grievance to a Step 3 and will do so within 15 calendar days from receiving RAN's written answer in Step 2.

Upon receipt of the Union's written intent to escalate the grievance to Step 3, RAN will hold a Step 3 Grievance meeting within 20 working days. Two paid Union representatives designated by the Union may attend this meeting.

Following the Step 3 Grievance meeting, but no later than 20 working days after the meeting, RAN will inform the Union in writing of RAN's Step 3 decision.

During the processing of grievances at Step 2 and Step 3, and in the arbitration if that becomes necessary, RAN will deal with the Union representative handling the grievance, not the grievant (a.k.a. aggrieved staff member), with respect to the grievance.

Sharing Information

During the processing of Step 1 and Step 2 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.

CWA will ensure that RAN and RAN staff's confidential information disclosed during the grievance / problem resolution procedure shall be kept confidential to the extent possible.

Arbitration Procedures

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

If the grievance is not resolved during Step 1 or Step 2, the Union may by written notice to RAN submit the grievance to arbitration no later than 21 calendar days after RAN provides its Step 2 decision. The first day of the arbitration will be held within three months from the date of the timely written notification of the intent to arbitrate the grievance.

An impartial 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), the California State Mediation and Conciliation Service (CSMCS), or a credible equivalent in cases involving international staff. 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 three-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 three-month timeframe of this section.

The designated representatives of RAN 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 the customary procedures for Northern California labor arbitration cases. The fees and costs of arbitration, including the Arbitrator and stenographer's per diem, scheduling, and/or cancellation fees, and transcript costs shall be shared equally both RAN and the Union. The parties agree to each pay their own legal/attorney fees.

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 three-month timeframe outlined above.

The arbitrator will render a decision within thirty (30) days of the close of the hearing or the submission of post-hearing briefs, whichever is later. 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. 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.

Article 21 - Thought Partner Forums

In the spirit of direct and open communication, RAWR members hope to engage directly with our HR team in a thoughtful forum for feedback, experience sharing, and developing new ideas and solutions. To that end, RAN HR is welcome to plan and hold regular Thought Partner Forums.

Thought Partner Forums are opportunities for learning more about RAN policies, engaging in deep listening between staff and HR, and to facilitate cross-organization communication that includes both union and non-union staff.

Thought Partner Forums are not decision-making bodies. Nothing discussed as part of the Thought Partners Forum discussions shall be construed as an agreement by either RAWR or RAN to reopen any section for renegotiation during the term of this agreement unless the parties specifically and mutually agree to reopen or otherwise amend this agreement during its term.

Thought Partner Forums may be held up to 8 times a year. An agenda must be shared with all RAN Staff at least one week in advance of the meeting date. All RAWR members and non-union RAN staff are invited to attend these meetings.

Article 22 - Labor-Management Committee

MANAGEMENT COMMUNICATION

The parties will establish a joint Labor-Management Committee to discuss matters of mutual concern and to provide a means of communications for information deemed to be important to a productive relationship between the Parties. The Labor Management Committee will include not more than four (4) RAN representatives and not more than four (4) union representatives.

The Labor-Management Committee will meet at least twice per year but may meet more or less frequently upon mutual agreement of the parties.

The parties will exchange an agenda in advance of any scheduled Labor-Management Committee meetings. Nothing discussed or agreed upon as part of the Labor Management Committee discussions shall be construed as an agreement by either party to reopen any section, including wages, for renegotiation during the term of this agreement unless the parties specifically and mutually agree to reopen or otherwise amend this agreement during its term.

Article 23 - Work Rules

In the event that RAN Management proposes to implement changes that materially affect mandatory subjects of bargaining, it shall provide notice to the Union and engage in good faith negotiations upon request prior to implementation.

Article 24 - Hours of Work

RAN's standard work week is based on 40 hours, as are staff salaries. In order to support staff's work life balance, RAN will codify the second and fourth Fridays of each month as paid days off.

Overtime

Most RAN RAWR-CWA members are salaried and considered exempt. Any non-exempt staff who work overtime will be compensated at the rate of one and one-half times (1.5) their normal hourly wage for all time worked in excess of 40 hours each week, unless otherwise required by law.

Staff members who are eligible for paid overtime may work overtime only with prior supervisor authorization.

Flexible schedules

RAN recognizes the benefits of flexible work schedules to meet colleagues and partners across time zones and to provide staff members with a better work-life balance. For exempt workers, this means that staff should work approximately 40 hours per week, give or take, and they are free to arrange their work days in ways that make sense for their work and life to be in balance, while remaining mindful of the impacts to colleagues. RAN does not track exempt staff's hours of work and does not compensate staff on an hour-for-hour basis. Unit members who work excessive hours in any week due to work travel, events, retreats, etc. should utilize recovery time as needed.

The parties to this Agreement acknowledge that staff members may be required to work flexible hours to collaborate across the organization and with external parties to accommodate global time zones and respond to time-sensitive or rapid-response situations.

Such work shall be distributed as equally as practical among relevant staff members. Meetings and other collaborations that can't be scheduled during overlaps should be scheduled to share that burden equally, like with alternating times etc.

Organizational meetings and events (retreats, all-staff or all-team meetings, etc.) should include regular breaks. Generally, meetings/events of more than 2 continuous hours in duration should have at least one 15-minute break, with an additional break for each additional hour in duration. All-day events should include at least 2 shorter breaks and a longer meal period/rest break of at least 45 minutes. Beyond scheduled breaks, staff should feel empowered to attend to their needs by taking minimally disruptive breaks as needed.

Off-hours communication

Staff are not expected to check their email, slack, phones, and respond during off-hours unless it has been mutually agreed between staff members and their supervisors, or unless staff work in positions that require them to respond to off-hours situations.

Work-related communications by staff members and supervisors during off-hours should generally be limited to email and slack. Out of hours calls and texts should be limited to items that are time-sensitive or necessary for a responsibility-specific communication. Departments will work, with staff members' input, to develop practices that make sense for the demands of their teams, especially for rapid-response situations.

Recovery Time

Recovery Time is used to acknowledge that special projects may include sustained time and effort beyond normal 40 hours per week flexible schedules. This may include extended or international travel, events and retreats, and special projects. Recovery Time applies to exempt (salaried) staff only (see Overtime, above, for non-exempt staff). Recovery time is not meant to be taken on an hour-for-hour basis and should be agreed between staff and their supervisors depending on individual needs, but should be taken in at least half-day increments.

Article 25 – Working Conditions

At RAN, where passion for our cause often fuels our work, it is crucial to prioritize the well-being of those tirelessly dedicated to making a positive impact. This article addresses health and safety as well as the rights of unit members, particularly in remote work.

RAN abides by all federal, state, and local employee health and safety laws. The parties agree that unit members should have a safe and healthful work environment and that the unit members will cooperate with RAN to achieve that result. To facilitate this, the Union may address health and safety issues with RAN HR, the Union, or the LaborManagement Committee. For items of a more pressing nature, CWA should contact RAN management to discuss the matter.

Health and Safety

- Protocols for contagious diseases like COVID-19 and other health risks during travel will be established, ensuring the informed consent of all travelers. In cases of positive COVID-19 or other serious illness during work-related travel, lodging, and necessary food during quarantine will be provided.
- RAN endeavors to accommodate employees who are unable or unwilling to attend in-person events due to health, safety, or personal reasons. Virtual accommodations will be provided for mandatory events or retreats wherever and whenever possible.
- RAN provides workers' compensation coverage for medical expenses in the event of injury resulting from any work-related travel, action, or work-related activity.

Office Space

- RAN abides by all relevant laws and regulations regarding accessibility, specifically the ADA. While RAN strives to make spaces accessible for all, there may be circumstances or locations where this is impossible, including offsite venues.

Remote work rights

- Remote work is contingent on reliable technology. To ensure productivity and collaboration, staff should have access to the necessary tools and resources, including secure communication platforms, project management tools, and technical support
- All employees unless specified in person, are authorized to work remotely for RAN from any world region in a timezone that does not interfere with essential duties; however, RAN is legally bound to operate under US labor laws and all provisions therein.
 - Employees should discuss considerations with HR early in the process to understand what laws and policies may differ in different states and countries and follow the provisions of the Staff Relocation policy.

Work Travel

- Staff who are expected to travel as part of their job description should work with their managers to determine when and how often they travel based on work needs. RAN understands that staff members have various and changing needs around health, safety, and caretaking responsibilities and will endeavor to work with staff individually in situations where the staff member is unable to travel for related

reasons. If an extended inability to travel impacts duties, RAN will evaluate on a case-by-case basis with the intention of retaining staff whenever possible if there is no undue hardship to the organization.

- Job descriptions should include expectations for how much/often work travel is expected. If the job description does not include a minimum, the staff member and supervisor should consult with HR to update the job description.

Flexible Work

- Recognizing the changing work landscape, non-profit organizations should adopt policies that facilitate flexible work arrangements. This includes remote work options, flexible hours, and compressed workweeks, allowing employees to balance work and personal commitments better.
- RAN managers and leaders will attempt to provide staff with at least one month's notice before expected travel for any project.

Disputes and Additional Work Needs:

- Staff members can inform union stewards and HR representatives of additional needs related to work conditions or if the above-mentioned working conditions are not being met.

Article 26 - Job Postings & Hiring

Racial Equity, Inclusion and Accessibility Commitment

RAN and RAWR-CWA are deeply committed to challenging injustice and oppression and to an equitable and inclusive hiring process.

We are working to guarantee fair treatment, access, opportunity and advancement for all. This includes identifying and eliminating barriers that have prevented the full participation of some groups in our staffing processes. This commitment acknowledges that there have been historically underrepresented populations among RAN staff members and that unbalanced conditions need to be addressed in order to provide effective opportunities to all.

To help achieve this, RAN job listings should:

1. Have an optimal review date no fewer than 2 weeks after posting (“for optimal consideration, please submit your application no later than XYZ”);

2. Include a voluntary race, ethnicity, and gender questionnaire;
3. Include RAN's commitment to racial diversity and to providing accommodations to applicants;
4. Be posted to relevant racially diverse job boards and groups as well as groups and job boards related to gender justice, disability justice, local grassroots community organizations and will pay for postings to ensure a diverse candidate pool.

RAN's hiring managers will consider transferable skills and lived experience (especially around racial justice and anti-oppression), and will make efforts to consider non-traditional candidates, unconventional work histories, educational backgrounds, etc. Hiring managers and committeees will familiarize themselves with RAN's resources and tools on mitigating racial and other unconscious biases.

The Hiring Process

Job Postings

Job postings will follow guidelines provided in the Racial Equity, Inclusion and Accessibility Commitment section above and should also indicate the salary range and inclusion in / exclusion from the RAWR-CWA Bargaining Unit. All new roles will be posted internally for 5 days prior to posting externally. Internal applicants that meet the qualifications will be interviewed first if possible.

Hiring Committee

Hiring committees should include the hiring manager, 1-2 members of the prog/dept/campaign team, and 1-2 members from other departments. Committee members should represent diverse levels of authority, backgrounds and perspectives and, wherever possible, should be inclusive of a variety of racial and ethnic backgrounds, gender identities and expressions, positional authority, etc.

Questions and Homework

For each search, questions and homework will be standardized such that all candidates receive the same questions and the same homework assignment. Phone screen questions assess for general fit with RAN's values and basic qualifications for the position. Round 1 and 2 questions and the homework will be shared with the committee ahead of each round and the committee will have an opportunity to co-create the questions and provide feedback.

Article 27 – Business Holidays

All regular and temporary (full- and part-time) RAN staff who work a minimum of 20 hours per week are eligible for paid time off for holidays that fall during normal working hours. US-based staff are eligible for the listed holidays below. Staff may choose to observe the national holidays in their country of residence or may choose to observe the US holidays listed below, or any alternative holiday schedule with approval of their supervisor and HR.

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Floating Holiday (staff discretion)
5. Memorial Day
6. Juneteenth
7. Independence Day
8. Labor Day
9. Indigenous People's Day
10. Thanksgiving Day & Day after Thanksgiving
11. Winter Office Closure (24th of December through 1st of January)

All RAN staff will have Fridays off in the month of July.

When holidays fall on or are celebrated on a regular work day, eligible staff are paid at their regular rate. An observed business holiday that falls on a Saturday will be observed on the preceding Friday. An observed holiday that falls on a Sunday will be observed on the following Monday.

Eligible staff who are required or who are approved to work a business holiday, may take another day off later in that calendar year.

Part-time staff will receive time off paid if the holiday falls on their regularly scheduled work day, pro-rated to their regularly scheduled hours or an estimate if their regular working hours vary.

Article 28 – Paid Sick Leave

RAN strives to foster an environment of care and support for staff. We recognize that there are times when staff members need time away to care for the health and wellbeing of themselves and their loved ones. As such, RAN will provide staff with paid sick leave to care for themselves, their families, and loved ones.

General intentions and parameters:

- Paid time off on an “as needed” basis, intended to cover short-duration time away of no more than 5 consecutive work days per instance, except in extenuating circumstances (see next bullet). Staff are expected to notify their supervisor ASAP if taking sick time - this means a call, text, slack, or email to the supervisor, including the expected duration of time away, and to promptly provide updates. After 5 consecutive workdays, staff should consult with their supervisors if additional time is needed. Supervisors are expected to work with HR to ensure that approvals of additional time are equitable and fair.
- For known absences needing longer time away (such as surgeries and other forms of longer-term care), staff must discuss with HR. Sick time may interact with other forms of leave, including short- or long-term disability. It is the staff member’s responsibility to notify and work with HR and their supervisor around such leaves of absence.
- Even with approval, absences more than 10 work days likely fall under short-term disability. Short-term disability is a separate process - please discuss with HR. Sick leave may be used to cover the “waiting period” before short-term disability leave kicks in, and may be used to top up short-term disability leave for up to 4 additional weeks.
- Suspected abuse of sick time will not be tolerated and may result in disciplinary action. Sick time is to be used as described above, and to the extent possible, sick time should not impact a staff member’s overall work performance. Staff are expected to exercise reasonable judgment and use sick time responsibly
- Sick time is not to be taken in place of PTO and should not be used to extend PTO, holidays, or other time away from work other than bereavement time, which may intersect.
- Sick time carries no cash value, no accrual or bank, and no payout
- Sick days must be entered in BambooHR for tracking purposes. Supervisors and HR may review data periodically to observe patterns of sick leave usage.
- For part-time staff, sick time may only be used when scheduled to work

Other important points to note:

- With the implementation of paid sick leave, the following types of leave will be discontinued as of January 1, 2024:
 - Individual floating holiday
 - COVID leave

- Donated PTO leave bank (will automatically be discontinued once it is used up)
- Our current PTO accrual cap is 300 hours (~37.5 days). As of January 1, we'll cap accrual at 200 hours (25 days). No one will lose any time they've already accrued, but anyone who's over the new cap will stop accruing until they spend down their balance to below 200 hours.

Article 29 - Paid Vacation Time

All regular staff scheduled to work a minimum of 20 hours per week are eligible to earn and use paid vacation time as described in this policy.

The amount of paid vacation time which staff are eligible to earn each year increases with the length of their employment. For staff who work less than 40 hours per week, a prorated amount of vacation time is calculated based on hours worked. For example, if a staff member works 50% (20 hours per week), they will receive 50% of the standard vacation accrual.

Years of Eligible Service	Annual Accrual	Monthly Accrual
First and 2nd year at RAN	20 days (160 hours)	1.67 days per month
3rd year and beyond	25 days (200 hours)	2.08 days per month

The length of eligible service is calculated based on the date of hire or its anniversary. A staff member's benefit year may be extended in case of a significant leave of absence.

Once staff enter an eligible employment classification, they begin to earn vacation time according to the above schedule. Vacation time may be used only as accrued; it cannot be taken in advance. Part-time staff members working 20 hours or more a week accrue vacation time benefits on a prorated basis.

Vacation time should be used in half or full day increments by exempt staff; hourly staff may take it in hourly increments. Vacation time may also be used in conjunction with medical, disability and other types of leaves.

RAN does not pay cash in lieu of accrued and unused vacation time, except in the event of termination, in which case they will be paid for vacation time that has been accrued and unused through the last day of work in the final payment.

Paid Vacation Time Cap

When a staff member's amount of accrued but unused vacation time reaches a "cap" or ceiling of 200 hours (equates to year of accrual), further paid vacation accrual will stop. When the staff member uses vacation time and brings the available amount below the cap, accrual will begin again.

HR attempts to notify staff when they are approaching the accrual cap, however, it is the responsibility of each staff member to monitor their vacation time.

Article 30 – Sabbatical Leave

Benefits eligible staff are eligible for a 12-week paid sabbatical after every five years of continuous work at RAN for time to rest, recharge, and periodically step away from work.

The staff member must submit a request for the sabbatical in writing to their supervisor at least two months in advance of the time they wish to take leave. The request should include the time period they would like to take the sabbatical and how their work at RAN could be covered while they are gone.

The supervisor, in consultation with the respective LT member and HR, will review the request and make the determination if the sabbatical is approved. Sabbaticals are not considered approved or final until this process is completed. A sabbatical request may only be delayed up to six months except in unusual circumstances by the respective LT member. Each sabbatical is awarded at the end of a 5-year term completed at RAN – regardless of when previous sabbaticals have been taken. If a sabbatical is not taken within 3 years of eligibility, it is considered forfeit.

The supervisor or the LT member has the right to delay the sabbatical for up to 6 months due to one of the following reasons:

- conflicts with previously scheduled sabbaticals or other types of leaves within the department/area;
- conflicts with priorities or projects within the department/area; or
- difficulty in making arrangements to handle the staff member's job responsibilities during their absence.
- an active performance improvement plan is in place for the staff member.

Staff members may, at management discretion, combine sabbatical leaves with some other types of leave, including family leave and medical leave. Approval for combining sabbaticals with other types of leave will be made on a case-by-case basis by HR in conjunction with the LT

member or supervisor. Sabbaticals are inclusive of holidays that fall during the sabbatical and those days will not be added to the sabbatical period.

A staff member may not:

- extend a sabbatical with PTO, winter break, any paid holiday, or any organization-wide day off (other than as noted in the paragraph above).
- stack sabbaticals.
- request scheduled PTO until at least one week before or after returning to work.
- request payment in advance, cannot receive cash-in-lieu of taking the sabbatical, nor can it be converted into a cash benefit upon separation of employment from RAN.

In consideration of this benefit, RAN requests that staff members continue their work with RAN for at least one year before considering moving on from the organization. This request does not alter RAN's at-will employment relationship with the staff member.

Article 31 - Parental, Family & Medical Leave

Generally, all benefits-eligible staff are eligible for parental, family care, and personal medical leaves of absence. Except as noted below, the standard leave allotment is 12 weeks in any continuous 12-month period. For extensions of leave beyond the 12 standard weeks, decisions will be made on a case-by-case basis, and are dependent on a number of factors including the staff member's position, needs of the team and RAN, and financial standing/ability of RAN. Staff should submit requests for extended leave to HR.

Family and Medical Leave Act (FMLA)

RAN is subject to the provisions of the federal Family and Medical Leave Act. FMLA grants employees up to 12 weeks of unpaid leave in any 12-month period to care for their own or an immediate family member's serious health condition (named here as Personal Medical Leave and Family Care Leave), or to welcome and bond with a new baby (including adopted children) or child placed by foster care (named here as Parental Leave). FMLA may be taken as one block of leave, or taken on an intermittent basis. FMLA is not paid, however, it may run concurrently with other types of paid leaves including those listed below (parental leave, family care leave, and medical leave). During approved leaves of absence, benefits and accruals continue status quo, and staff will be returned to their same or equivalent job, including job level and salary. Standard FMLA eligibility requires at least 12 months of continuous work at the employer, and a minimum of 1250 hours worked in that period. Out of care for our staff, RAN recognizes voluntarily waives the FMLA

eligibility requirements for length of service and hours. For more on FMLA, please refer to the staff handbook.

A. Parental Leave

RAN will provide its staff members with 70 Days (14 weeks) of paid parental leave for the birth and care of a newborn child or for the placement of an adopted or foster care child with the employee. Leave does not have to be used consecutively, the schedule should be discussed and approved with the Supervisor and HR. Parental leave must conclude within 12 months of the birth or placement of the child.

B. Family Care Leave

Staff will be granted up to 60 days (12 weeks) of leave to care for a spouse/domestic partner, child, parent, or additional close family member (as defined by FMLA) with a serious health condition. Payment of the staff member's salary during leave may be covered by their state of residence, RAN, or a combination of both.

C. Personal Medical Leave

Staff will be granted up to 60 days (12 weeks) of leave in the case of their own serious health condition or illness. Personal medical leaves generally fall under the umbrella of "short term disability"; payment of the staff member's salary during leave may be covered by their state of residence or our short-term disability carrier combined with additional funding from RAN.

Eligibility for short-term disability coverage (payment of leave) varies state-by-state. In states with no state-level coverage, short-term disability leaves are covered by our insurance carrier. Generally, staff must work a minimum of 30 hours per week to be eligible, but there is no "probationary" period of employment - staff are eligible for leave as soon as their other benefits begin.

D. Examples

Example 1: Parental leave for a newborn baby (non-birthing parent) Parent is eligible for FMLA (12 weeks); RAN offers 14 weeks of paid parental leave. Parent takes 14 weeks of paid leave under RAN's parental leave policy; 12 weeks of FMLA leave run concurrently with the parental leave. Parent is in a state without state level paid parental leave; RAN pays the full cost of salary during the leave.

Example 2: Personal medical leave, intermittent

Staff member is eligible for FMLA (12 weeks); RAN offers 12 weeks of paid medical leave. Staff member takes 6 weeks of paid medical leave, and then returns to a partial work schedule of 20 hours per week. FMLA runs concurrently with the 6 weeks, and then continues to run concurrently for 20 hours a week until a total of 480 work hours (12 weeks) has been exhausted. Staff member lives in CA, which has state-level paid disability leave. 60% of the staff member's salary is paid by CA during the leave, and RAN pays 40% to "top up" the state payments to make the staff member's salary whole.

Requesting Leave

Staff should request any leave of absence in writing to HR at minimum 30 days in advance of the proposed leave, but preferably as soon as possible. RAN HR may request that staff provide written documentation from their (or the person receiving care) health care provider supporting the need for leave, which may include direct communication between HR and the health care provider, a detailed explanation of the medical reason why the staff member requires a leave of absence, any accommodations that might enable the staff member to return to work, and the health care provider's opinion (supported by medical reasoning) as to the likely date the staff member will return to work, if known.

Continuation of Health Insurance Benefits while on Leave

Health insurance benefits will be continued by RAN for a maximum of 16 weeks. Staff who exceed the 16-week maximum period of health benefits leave will become responsible for the full costs of these benefits and may apply for benefits continuation under COBRA. When the staff member returns from leave, benefits will be reinstated on the first of the month following the staff member's return to work.

Returning from Leave / Job Restoration

A staff member on leave is requested to provide the organization with at least two weeks' advance notice of the date the staff member intends to return to work so that RAN can prepare accordingly.

Staff returning from leave for their own serious health condition must submit a health care provider's verification of their fitness to return to work.

When a leave of absence ends, RAN will make reasonable efforts to reinstate the staff member to the same position previously held if it is available. RAN will commit to keeping the staff member at the same rate of pay. If it is not available, the organization will make reasonable efforts to reinstate the staff member to an equivalent position for which the

staff member is qualified and if an equivalent position is not available, then to a lower level position. If a staff member fails to return to work on the agreed upon return date, with no communication up to one week after the agreed upon return date, the organization may assume that the staff member has resigned.

Article 32 - Additional Paid Leaves

General Paid Leave provisions

Most staff at RAN are salaried exempt and do not track their time on an hourly basis. This also applies to paid time off. Staff are expected to enter time in BambooHR totaling a half-day or more away from work, and should not enter time in less than half-day increments.

Volunteer and caregiving days

Staff receive five paid business days annually for volunteering activities, including election support, event participation, and organizing endeavors. This time can also be used for caregiving, school-related matters, or daycare commitments, with prior notice to supervisors.

Parents, guardians, or custodial grandparents of school children affected by teacher strikes or school lockdowns can utilize this time as well. For situations exceeding the allotted days, contact HR.

Bereavement Leave

RAN provides bereavement leave for staff to grieve any death that impacts them. RAN's goal is to provide a very flexible bereavement policy, recognizing that grief can be non-linear and each situation is different. We trust that our staff will exercise good judgment in taking advantage of this offering.

Staff members will generally be allowed paid time off of up to 10 days per situation. This may be increased in extreme circumstances to assist in attending to staff members' obligations and commitments; please consult with HR.

Approval of bereavement leave will occur automatically in the absence of unusual operating requirements. To access this leave, request it in BambooHR as soon as is reasonable given the circumstances. Staff may, with the supervisor's approval, use any accrued PTO for additional time off as necessary.

Jury Duty or Similar Leave

RAN realizes that many countries have participatory processes for citizens for court, trial, and/or jury systems and similar. Staff will be allowed time off to perform such civic service as required by law or ordinance. Staff are expected to be able to provide proper notice of a request to perform jury duty and verification of their service to HR, if requested.

Staff are also expected to keep their supervisor informed of the expected length of jury duty service and to report to work for the major portion of the day if excused by the court. Staff may be asked to decline or postpone jury duty if the absence would present a hardship to the team or to RAN.

Staff members on jury duty leave will be paid for their jury duty service in accordance with state law; however, exempt staff will be paid their full salary for any week in which time is missed due to jury duty if work is performed for the organization during such week.

Time Off For Natural Disaster Response

Staff who are directly impacted by weather-related issues or natural disasters such as fires, floods, earthquakes, snowstorms, hurricanes, extreme power outages, or other similar events, may take up to 5 paid days of leave to address any related challenges, without impacts to their accrued PTO. Staff should attempt to notify their direct supervisor and HR as soon as possible, but no later than the third day of leave; if communication channels are unavailable due to the situation, staff should notify HR as soon as they can. There may be instances where a situation requires more leave time; staff must consult with HR to discuss an extension of the leave. RAN recognizes that each situation is different, and reserves the right to evaluate each situation on a case-by-case basis.

Time Off For Witness Leave; Domestic Violence, Sexual Assault, or Stalking; Victims of Crime

A staff member subpoenaed or otherwise requested to testify as a witness may take up to 10 paid days to perform witness duties. Staff will also be granted time off to appear in court as a witness when requested by a party other than the organization. In accordance with relevant local laws, salaried/exempt and hourly/non-exempt staff will receive their regular salary if they have worked any part of the applicable workweek.

A subpoena or other request to appear as a witness should be forwarded to HR immediately after it is received so that operating requirements can be adjusted, where necessary, to accommodate the staff member's absence. Staff are expected to report for work whenever the court schedule permits.

Victims of domestic violence, sexual assault or stalking may take up to 10 paid days to obtain help from a court, seek medical attention, obtain services from an appropriate shelter, program, or crisis center, obtain psychological counseling, or participate in safety planning, such as permanent or temporary relocation. For staff who need additional time off, they may take up to 12 weeks of time as per Medical Leave and Family Care/Family and Medical Leave Act.

RAN may require proof of a staff member's participation in these activities. Whenever possible, staff must provide staff supervisor reasonable notice before taking any time off under this policy.

Staff may substitute any accrued PTO for the leave under this policy. Leave under this policy does not extend the time allowable under the "Family and Medical Leave" Policy in this handbook.

No staff member will be subject to discrimination or retaliation because of their status as a victim of domestic violence, sexual assault or stalking. Victims of domestic violence, sexual assault or stalking may request other accommodations in the workplace such as implementation of safety measures.

Staff who have been victims of serious or violent felonies, as specified under California or relevant law, or felonies relating to theft or embezzlement, may take up to 10 paid days to attend judicial proceedings related to the crime. Staff also may take time off if an immediate family member has been a victim of such crimes and the staff member needs to attend judicial proceedings related to the crime.

Staff must provide a copy of the court notice given to the victim of each scheduled proceeding within a reasonable time frame, preferably before the time off is taken. The documentation may be from the court or government agency setting the hearing, the district attorney or prosecuting attorney's office or the victim/witness office that is advocating on behalf of the victim.

Bone Marrow and Organ Donation Leave

After at least 90 days of work at RAN, staff may request a leave of absence for up to 5 business days in any one-year period to undergo a medical procedure to donate bone marrow. The staff member must provide a certification from their physician regarding the purpose and length of each leave requested. The staff member may use sick leave. Bone marrow donation leave will not be designated as FMLA or CFRA leave time.

After at least 90 days of work at RAN, staff may request a paid leave of absence for up to 30 business days in any 12-month period to undergo a medical procedure to donate an organ. The staff must provide a certification from their physician regarding the purpose and length of each leave requested. Staff should work with HR to determine how the leave will be paid. Staff may request an additional 30 business days of unpaid leave to recover from organ donation. Staff will retain their health benefits for the duration of their organ donation leave and upon returning from such leave will have a right to return to the same or equivalent positions they held before such leave.

Rehabilitation (Substance Abuse) Leave

RAN is committed to providing assistance to our staff to overcome substance abuse problems. The organization will reasonably accommodate any staff member who wishes to voluntarily enter and participate in an alcohol or drug rehabilitation program. This accommodation may include medical leave, time off without pay, or an adjusted work schedule, provided the accommodation does not impose an undue hardship on the organization. Staff may also use medical leave with the appropriate medical documentation, or available PTO, if applicable, for this purpose.

RAN maintains a policy of non-discrimination and will endeavor to make reasonable accommodations to assist individuals recovering from substance and alcohol dependencies, and those who have a medical history which reflects treatment for substance abuse conditions. We encourage staff to seek assistance before their substance abuse or alcohol misuse renders them unable to perform the essential functions of their jobs, or jeopardizes the health and safety of any organization staff member, including themselves. In the event that a staff member's substance abuse causes or results in performance, interpersonal, safety, or other disciplinary issues, normal disciplinary processes will still occur. RAN will take reasonable steps to safeguard staff privacy with respect to the fact that staff are enrolled in an alcohol or drug rehabilitation program.

Article 33 - Unpaid Leaves of Absence

General Rules Regarding Unpaid Leaves

Requests

Requests for unpaid leaves of absence will be evaluated based on a number of factors, including coordination with a requested medical leave, anticipated workload

requirements, staffing considerations, and hardship to RAN's operations during the proposed period of absence. Requests that cannot be accommodated may be denied or deferred.

Benefits

During an unpaid leave of absence, subject to the terms, conditions, and limitations of the applicable plans, RAN will continue to provide insurance benefits. For any unpaid leave over four weeks, PTO accruals and holiday time will be suspended.

Extraordinary Leaves

Extraordinary unpaid leaves of absence that exceed those described in this handbook may be considered. Under these circumstances, the terms of the leave, including compensation and benefits, must be negotiated with HR.

Military Leave

If staff are called into active military service or staff enlist in the uniformed services, staff will be eligible to receive an unpaid military leave of absence. To be eligible for military leave, staff must provide management with advance notice of staff service obligations unless staff are prevented from providing such notice by military necessity or it is otherwise impossible or unreasonable for staff to provide such notice. Provided staff absence does not exceed applicable statutory limitations, staff will retain re-employment rights and accrue seniority and benefits in accordance with applicable federal and state laws. Please ask HR for further information about staff eligibility for Military Leave.

If staff are required to attend yearly military duty, staff can apply for an unpaid temporary military leave of absence not to exceed the number of days allowed by law (including travel).

Staff should attempt to give as much advance notice of the need for military leave as possible.

Time Off for Military Spouses

If a staff member works, on average, at least 20 hours per week and their spouse is a qualified member of the United States Armed Forces, the National Guard or the Reserves, or another military entity, the staff member is eligible to take leave for a period of up to 10 days unpaid while their spouse is home during a qualified leave period. The staff member may use accrued PTO to cover the leave. When a staff member is also eligible for military

family member exigency leave, leave under this policy shall also count toward the staff member's leave entitlement under the Family and Medical Leave Act (FMLA), where the time off meets the definition of FMLA military exigency leave.

Within two business days of receiving official notice that the staff member's spouse will be on leave, they must provide notice to the organization of their intent to take military spouse leave.

The staff member must submit written documentation to the organization certifying that during his/her requested time off, the staff member's spouse will be on leave from deployment during a period of military conflict.

Literacy/Educational Assistance Leave

RAN is committed to providing assistance to staff who require time off to participate in an adult education program for literacy assistance. If staff need time off to attend such a program, staff should inform their supervisor or HR.

RAN will provide unpaid time off or an adjusted work schedule, provided the accommodation does not impose an undue hardship on the organization, and will make a reasonable attempt to safeguard the privacy of staff enrollment in an adult education program.

If an employee would like to enroll in a continuing education program (certificate, masters, PhD, etc) unrelated to their functions on a part-time basis, there should be room for them to partake in the program through unpaid leave or an adjustment of their work schedule.

Time Off For Volunteer Firefighters, Reserve Peace Officers and Emergency Rescue Personnel

Staff who are volunteer firefighters, reserve peace officers or emergency rescue personnel are permitted unpaid time off, not to exceed 14 days per calendar year, for the purpose of engaging in fire, law enforcement or emergency rescue training. If the staff request time off under the policy they must notify their direct supervisor immediately after the need for the leave becomes known.

Article 34 – Wages

- RAN will strive to provide a fair, equitable, and current market wage to all staff members.

- Full-time hourly and salaried employees will be paid no less than \$66,500 per year based on a 40-hour work week. For staff working less than full-time, RAN pro-rates pay according to the benchmarked salary range for the position.
- RAN will issue a one time \$1,500 bonus upon ratification of this contract to all Union staff members.
- Bargaining unit Staff who work less than full-time will receive the same across-the-board increase at the same time as all other staff.
- Salaries of bargaining unit staff members (at the time of ratification and approval of the Agreement) will not be adjusted downward as a result of the immediate implementation of this article.
- RAN will maintain a transparent salary structure, making all salary band ranges available to unit staff members and on all job postings.
- In the event that RAN requires a current staff member to relocate for their job, RAN will, at its sole discretion, determine the appropriate relocation assistance to be provided.
- No RAWR-CWA bargaining unit member's salary will be lower than the bottom of the salary range for their job description, on a full-time equivalency basis.
- RAN staff in the US are paid bimonthly, with pay on or before the 15th and the last day of each month.
- If a new hire is offered a higher salary than a current employee in a similar position in the same department who has substantially comparable qualifications or experience, RAN may, at its discretion, adjust the current employee's salary. Any adjustments to existing employee salaries will be based on RAN's assessment, *inter alia*, of work duties, qualifications, experience, performance, and other relevant factors.
- Salary increases are not based on merit. Instead, RAN unit staff members will receive a 3% increase each year of this contract based on each employee's prior year salary. If RAN determines that its financial condition makes it fiscally imprudent to provide the annual pay increases described above, RAN will, upon request from RAWR, provide an explanatory report and enter into effects bargaining with the union.
- Salary bands may be adjusted at RAN's discretion based on benchmarking.
- Sabbatical Bonus: \$500 bonus to reward long term commitment and loyalty of staff who have continuously contributed to the success of RAN.

Coverage Pay:

For any vacancy known or expected to last more than 4 weeks, the supervisor of the vacant position will create a coverage plan via the process outlined below. Coverage pay does not apply for vacancies of fewer than 4 weeks.

Coverage pay will be paid as follows:

- Covering a supervisor one step up:
 - HR will calculate the difference in salary between the supervisor and the person covering and pay the percentage of work covered (for example, 20%, 50%, 100%:)
- Staff covering peers/colleagues (same job level):
 - Covering most or entire role/scope of work (minimum 50%): \$1000/month
 - Covering several projects/pieces of work (20%-50%): \$500/month
 - Covering a discreet project or piece of work (minimum 20% of someone's role or one entire day per week): \$250/month
- Supervisors covering direct reports (most/whole job - minimum 50%): \$500/month

In unique or exceptional circumstances that do not fall under the provisions written here, management reserves the right to make a discretionary decision based on the situation. If coverage continues for more than 6 months, HR will work with the individual staff member and supervisor to reassess the situation and work toward an appropriate solution.

Coverage Pay Process:

1. Create a Coverage Plan: The supervisor must create a comprehensive coverage plan before the vacancy begins. This plan should prioritize key tasks and outline which work is essential and which can be paused or deferred.
 - a. Pause Unnecessary Work: The plan must first and foremost address pausing less urgent or non-essential work during the absence.
2. Collaborate with HR: The supervisor must share the plan with HR to discuss coverage details, including who will cover which tasks, the scope of responsibilities, and any adjustments needed. This ensures alignment across departments and proper resource allocation.
3. Monitor and Adjust: The supervisor is responsible for tracking progress and ensuring that workload distribution is fair and manageable throughout the coverage period. Adjustments should be made as necessary to prevent burnout and inefficiency.
4. Post-coverage Summary: The supervisor will connect with HR and confirm that coverage was as outlined in the initial plan, or explain any variances.
5. HR works with the payroll team to complete the coverage payment.

Article 35 – Promotions and Pay Increases

RAN is committed to fair and transparent pay increases and promotions that reflect individual contributions and impact, support long-term growth and align with our financial and strategic priorities. This document outlines how promotions and pay increases are determined and implemented.

How Promotions and Pay Decisions Are Made

Promotions and pay increases are not automatic and are based on a combination of factors.

They are based on a combination of organizational needs and individual readiness. These organizational factors include:

1. Cash flow and financial health: What we can afford within our available budget?
2. Organizational strategy and needs: Which competencies and roles we need to meet our strategic goals?
3. Salary Framework Alignment: Do proposed changes align with our salary bands?

Types of Pay Increases

RAN has four categories of pay increases

Type	Description	Example
Promotion to New Band E.g. Professionals > Seniors/Specialist/Manager	-New, more complex role & scope -New title and pay increase -40-50%+ role changes -5% increase:	Campaign Coordinator → Campaigner Leads v. supports; contributes v. accountable for results
With-in Salary Band Promotion / Role Growth	-Expanded scope -Pay increase -Title change variable (?) -~20–30% shift in scope -3% increase:	Senior Campaigner > Campaign Manager leads more strategic work

Reclassification	<ul style="list-style-type: none"> -Role evolves into fundamentally different position -Title and job description change; salary band may/may not change -New benchmark based on new job description and band 	Senior Campaigner > Corporate Engagement Specialist
Benchmark Adjustments	<ul style="list-style-type: none"> -Adjustments based on bi-annual market data 	Avg. Non-Profit Campaigner salaries in SF 5% above RAN's salary

Criteria for Promotion Decisions

Promotions are based on demonstrated performance and impact, scope expansion, and embodiment of RAN's core values.

1. Impact & Scope Expansion

- Demonstrated impact on team and organizational goals
- Clear outcomes delivered, or meaningful progress
- Demonstrated performance that the staff member is already operating at the next level in key areas
 - Led a new initiative from start to finish and achieved concrete predefined outcomes

2. Strategic Fit & Role Clarity

- Clear long-term growth path aligned with the teammate's strengths and goals
- Addresses a real team or organizational need (not just an individual desire)
- Well-defined next-level role, with clarity on what the role does, and what success looks like (outcomes and competencies)

Promotion Process

To ensure greater equity, transparency, and support strategic planning, in FY26, we are proposing to pilot a process whereby promotions will be reviewed on a bi-annual basis.

Core Steps	Cycle 1	Cycle 2
Manager or Staff Member submits request	April 30	October 15
HR review & follow-up	May	Nov
HR submits to Exec	June 1	Dec 1
Promotion effective	July 1	Jan 1

How It Works

(We are working on finalizing an update of our promotion steps document that will be more detailed, including DARCI.) For the purposes of the contract, the general outline of steps is:

- 360 is completed; supervisor assesses whether a promotion may be appropriate and reaches out to HR and their respective LT member to initiate
 - LT member verifies alignment with team and org goals and org chart
- Supervisor works with staff member and HR to complete “promotion readiness” guide (work in progress)
- If applicable, JD is updated by supervisor and staff member, verified by LT member and HR
- HR performs equity check, benchmarking and makes a recommendation to Exec Team
- Exec Team makes decision; HR communicates decision to supervisor; supervisor communicates decision to staff member

Out-of-Cycle Exceptions

We recognize that some circumstances require flexibility outside these set windows. Examples may include critical back-fill for a vacant position or larger scale department/org restructuring.

Appeals:

Placeholder to discuss appeals process, but for transparency, noting that promotions are Exec-level decisions and can't be overruled by other RAN staff.

Article 36 – Expense Reimbursement

Signed TA

RAN will reimburse staff for reasonable, necessary, and work-related expenses incurred while performing official duties. Allowable expenses may include, but are not limited to, transportation, lodging, meals, and other pre-approved costs directly related to organizational activities and consistent with RAN's mission.

To ensure compliance with RAN's internal controls and financial policies—and to minimize the personal financial burden on staff—employees are expected to plan ahead and use approved payment methods whenever feasible. These include RAN-issued credit cards, direct billing arrangements, or other authorized methods. Staff are not expected to use personal funds to cover business expenses and should use the company credit card for all business-related purchases whenever possible. RAN-issued credit cards are intended solely for authorized business expenses and must not be used for personal purchases.

All expenses must comply with RAN's internal policies and established approval processes.

Staff are responsible for ensuring that expenses are accurately documented and supported by appropriate receipts and approvals.

All reimbursement requests must be submitted through Expensify and supported by the proper documentation. RAN is committed to paying reimbursements within a reasonable timeframe.

Article 37 - MEDICAL, DENTAL, VISION

Coverage

RAN covers 100% of the medical, dental, and vision insurance costs for each bargaining unit member and their dependents through the RAN group policy. Dependents are defined by the IRS and generally include spouses/domestic partners and children. A staff member is eligible for insurance coverage on the first day of the month immediately following the employment start date. Additionally, staff must work at least 20 hours weekly to qualify for coverage.

RAN will provide every unit member with

- Insurance options that meet the needs of staff, their spouses/registered domestic partners, and their eligible dependents to the best of our ability;
- Information regarding their benefit options and appropriate enrollment materials; shared at the time of hire, annually during open enrollment/benefits information sessions, and permanently available on RAN's shared drive;

- Clear information about what benefits will be provided by RAN and which benefits are paid by employees and possible tax implications about benefit arrangements.

RAN strives to offer healthcare access that is comprehensive and inclusive, and to that end, we will work with our benefits broker or provider to always try to meet a broad range of staff needs.

Mental Healthcare

In addition to mental healthcare already covered by insurance benefits, RAN will provide staff with access to a telehealth-based program which includes therapy, coaching, mental health medication management, health-related digital programming, and crisis support for staff members.

Health Savings Account (HSA) (only available with high deductible plans)

RAN will contribute up to the full deductible amount into each staff member's HSA. In situations where the IRS limit for HSAs is lower than the deductible amount, the staff member may choose to receive the full deductible amount (which carries tax implications) or the IRS limit (which carries no tax implications). RAN will fund each staff person's HSA on a bi-monthly basis. If a staff person leaves RAN they will still have access to the account balance of their HSA. The HSA is managed by a third party and the staff person has direct access to the account.

Insurance Options

RAN, and RAWR will commit to checking in annually, ahead of Professional Employment Organization (PEO or other platform) deadlines, to discuss options for the following fiscal year.

RAN will make all attempts not to decrease any coverage in terms of services or amounts offered. However, RAN reserves the right to make determinations based on the organization's financial standing and annual renewal rates, which can vary widely.

Cash-in-lieu

RAN offers flexibility to its US-based staff via a "Cash-In-Lieu" program for medical and dental/vision benefits. If the staff member chooses this program and thus opts out of RAN's health coverages,

RAN will compensate the staff member, on a monthly basis:

- \$225 for medical opt-out
- \$25 for dental/vision opt-out

The following conditions must be met before any payments can be made:

1. The staff member must provide proof of coverage under another group plan to qualify. RAN will require an annual recertification process for payments to continue.
2. The cash benefit will not be made on a retroactive basis.
3. This transaction is considered a taxable benefit and thus subject to any all applicable taxes and deductions (i.e. FICA, federal, state, city tax, etc.).

The other insurance must be primary to Medicare for the staff member and their family if either the family or any of the staff member's family members are eligible for Medicare. When Medicare is the primary insurance coverage, the staff member is not eligible for cash-in-lieu.

Article 38 - Retirement

RAN-Sponsored Retirement Plan

All benefits-eligible staff at RAN may participate in RAN's sponsored retirement plan as soon as they begin with RAN. RAN will contribute 3% of the staff member's salary, regardless of their contribution level and up to IRS limits, on an annual basis. RAN will have the right to make additional discretionary contributions to the retirement plan on behalf of all employees and/or all participating employees. Employees who leave RAN partway through the year will receive contributions on a prorated basis.

The plan is operated at all times in compliance with applicable law and the formal documents establishing the plan, and the controlling provisions of such plan documents take precedence over any other description or summary of plan benefits and terms.

If RAN determines that its financial condition makes it fiscally imprudent or untenable to continue such contributions, RAN will notify the Union of the decision at least 30 days in advance of the suspension. If requested by RAWR, RAN will provide an explanatory note, and enter into effects bargaining with the Union.

Article 39 - Recognition of Extended Service

In recognition of long-term service, RAN will offer a cash retirement benefit for staff within the parameters below.

Requirements

- Minimum of 20 complete years of service at RAN, either continuous or intermittent,
- Minimum age of 60 years at time of retirement, OR
- Minimum years of service plus age equal at least 80, AND

- Retirement from paid work. This benefit is intended to recognize and support retirement, defined as: withdrawal from one's position or occupation or from active paid working life, and is not available to staff leaving to work for other organizations or engage in other forms of regular paid employment.

Benefit Details

- 2 weeks of pay at most current rate for every full year of service at RAN (20 years = 40 weeks of pay)
- RAN will attempt to pay the benefit as desired by the retiree, wherever feasible and legal. Some options might be:
 - Lump sum cash payment to individual at time of retirement;
 - Cash payment, paid over time to retiree;
 - Deposit into an investment vehicle of retiree's choosing.

*RAN highly recommends that the retiree talk to a financial planner and/or tax professional. We are not able to give any financial or tax advice.

Process

- The individual must notify HR of their intent to retire at least three months in advance of the retirement date; more notice is preferable.
- HR and the CFO will work with the retiree on specifics of the payment, and draft relevant retirement agreement documents for signature

Article 40 - Job Security

Employment Decisions

RAN may eliminate or reduce positions, at its sole discretion, if it determines that such work is no longer available or needed. This is called a layoff. Layoff does not include terminations due to the expiration of an employment period agreed to at the time of hiring.

Severance and Layoff Procedures

Layoff Notification; In the event that RAN determines a reduction in the workforce is necessary, RAN agrees to provide the Union with forty-five (45) days' written notice prior to any layoff.

Union Engagement:

If RAN determines that management changes are necessary that materially affect mandatory subjects of bargaining, RAN will reach out to the Union and engage in good faith negotiations with the Union regarding these changes.

RAN may, at its discretion, consider proposals submitted by the Union and agree to give them thoughtful consideration in the spirit of collaboration and mutual respect.

Severance Package:

RAN may offer severance packages that may include monetary compensation- including continued insurance coverage, or job placement assistance, as determined by RAN.

Severance will be paid as described below:

Calculation: Severance will be calculated at the rate of two (2) weeks of pay for each full year of service. Severance pay shall not exceed six months' worth of pay, regardless of tenure.

Minimum severance: Eligible employees with less than two (2) years of continuous service shall receive a severance payment equivalent to four (4) weeks' pay.

Benefits continuation: Eligible employees will receive employer-paid COBRA premiums for up to three (3) months following their termination date. During this period, the employer will cover the full cost of the COBRA premiums, allowing the employee to maintain their group health insurance coverage under the Consolidated Omnibus Budget Reconciliation Act. (COBRA). This continuation is subject to the terms and conditions of the RAN's health insurance plan and applicable laws.

After the three-month employer-paid period, the employee will be responsible for the full COBRA premiums, including any administrative fees, to continue their health insurance coverage. The employee will receive a notice detailing the premium amounts and payment instructions.

Paid Time Off (PTO) and Other Leave: Upon layoff an employee shall be paid for unused, accrued PTO. There shall be no pay for unused sick time or other accrued leave except as required by law.

Legal Compliance: Any severance packages or benefits provided to employees under this Article will be in compliance with all applicable labor laws, including but not limited to the National Labor Relations Act (NLRA) and any other federal or state laws governing employee rights and benefits.

Rehire and Recall

RAN retains the exclusive right to rehire or recall laid-off employees at its sole discretion. Rehiring decisions will be based on RAN's assessment of operational needs and other relevant factors.

Any period of employment for which severance pay has actually been paid, and not refunded, shall not be counted as employment in calculating severance which may again become due after recall or rehire. However, previous periods of employment will count toward PTO and sabbatical accruals.

Bargaining Obligations

Both parties agree to bargain in good faith over the effects of any decisions that impact mandatory subjects of bargaining.

Article 41 - Professional Development and Education of Employees

RAN is committed to the professional and educational advancement of its employees. RAN views its employees holistically as people with different areas of interests and recognizes that staff's growth may include skills and careers beyond their current positions and that may be needed in future duties.

Employees and supervisors are encouraged to discuss necessary and desired skills, career goals, and to plan for training relevant to them as part of work plans and evaluations.

Staff seeking career advancement will be supported in accessing training and development programs to enhance their skills and competencies, aligning with the requirements of higher-level positions including acquiring relevant experience, certifications, and language training where relevant to RAN's work, and consistent with RAN's organizational needs and priorities.

RAN may require employees to obtain professional skills training. RAN will consider employee requests for training, trainers, education, conference or other professional development that is specific and relevant to their current or anticipated RAN's work duties. Required training will not count toward staff's individual Professional Development budget.

RAN will provide every full time staff member up to \$600 each year towards professional development training with the approval of their supervisor and at the discretion of the Director of People & Culture.

The professional development fund may be utilized for a variety of approved activities that enhance job-related skills and competencies, including but not limited to attending

conferences, workshops, seminars, enrolling in courses, obtaining certifications, and participating in relevant professional development programs. All expenditures must be pre-approved in accordance with the procedures established by RAN and must be aligned with RAN's work.

If the training request is denied, the employee will be informed in writing of the reason, and may appeal that decision to their respective LT member. RAN will make these determinations, but training opportunities will not be unreasonably denied.

Article 42 - Caregiving Support at RAN

RAN will strive to provide caregiving support for staff travel, out-of-hours work, and extended retreats as a removal of a barrier to work, not as a 'benefit'. While RAN endeavors to reduce barriers to work, we have 60+ staff positions. All financial decisions have an impact on the organization, and expect that our staff will use RAN monies responsibly. RAN encourages staff to seek the most affordable option available. For the purposes of this policy, we intend to think about caregiving broadly and inclusively. This might include care of one's own children, care of an elderly or disabled parent or family member, care of one's own pets, or another situation not explicitly mentioned. Situations that do not fall under those mentioned above will be examined on a case-by-case basis. Please reach out to HR to discuss individual circumstances and all reimbursable care expenses must be pre-approved.

While the policy applies to all RAN staff, when you are reimbursed for care under this policy, this is considered a taxable fringe benefit by the IRS (meaning it will be taxed as income) for USbased staff.

RAN strives to be flexible with regard to staff members' life situations in regards to work-related travel or event attendance, and there are certain RAN positions for which regular and/or frequent travel is a job requirement, and there may be some cases where travel by all staff is necessary. For work-related travel, RAN's expectation is that staff be fully present and available to their best ability for relevant work. For that reason, RAN prefers that bringing dependents or others who will be cared for is an option only where absolutely necessary. RAN conducts risk assessments for work travel in any given location at any time, and that risk level dictates whether dependents and others can travel with our staff.

To request caregiving cost reimbursement, staff need to submit a few lines of explanation to HR, reviewed by their supervisor, in advance of the travel or other work requirement, including the requested reimbursement amount up to \$200/day. The budget for caregiving

expenses is managed by RAN (not individual departments/campaigns). Staff must submit a reimbursement request and receipts for caregiving expenses. In situations where a formal receipt is not available, please email HR to inquire about what documentation is needed.

In exceptional circumstances, RAN may cover costs or provide reimbursement for expenses with receipts for bringing dependents and/or a non-staff caregiver along with the staff member traveling to work event(s). Please consult with your supervisor and/or HR to discuss this option.

Traveling with dependents and a non-staff caregiver may not be appropriate in all circumstances due to risk, cost, etc. However, RAN will seek to collaborate and support the best option with staff.

Article 43 – Legal Support

If any staff member is issued a citation, arrested, subpoenaed, or targeted by a lawsuit by any entity while acting in a professional capacity for RAN, RAN will ensure that all related costs are covered, including, but not limited to: legal representation, fines, and settlements. If the staff member needs to take time to attend to legal matters this time will be considered as a part of their normal working hours.

Article 44 - Temporary Staff

General Agreement to Prioritize Regular Staffing

Both the RAWR-CWA union and Rainforest Action Network are interested in prioritizing regular, full-time employment and career path positions at RAN. RAN will not hire or engage contractors or temporary staff to perform the work historically and customarily performed by staff members in the bargaining unit in job classifications covered by this Agreement as a way of subverting this contract.

Labor Disputes and Strikes

RAN will not hire contractors or temporary staff to cover for existing roles in the case of a labor dispute or a strike.

Temporary Staff

Temporary staff are workers hired on a contingent basis, often with an expressed expectation of when their work will end, and they may be hired directly (RAN engages the worker independently) or via a staffing agency (the worker is employed by the staffing

agency and RAN engages in a business-to-business relationship with the agency). Temporary staff may occasionally be engaged to provide additional work support or coverage support for vacancies. Temporary staff who are hired directly to perform work that is equivalent or equal to positions included in the unit but who are hired for work engagements of fewer than 20 hours per week and/or less than 6 months are excluded from the CBA. In the event that a temporary staff person will continue to work for RAN for more than 20 hours per week, for a duration of more than 6 months, RAN HR will initiate a conversation with the CFO and Executive Team to determine if the workload warrants a regular staff position, and will also engage representatives from RAWR in relevant conversations. Determination is on a case-by-case basis and is ultimately at RAN's discretion based on business needs and feasibility.

In situations where someone is hired as a temporary staff member and becomes a regular (non-temporary) staff member, RAN agrees to honor their original start date for any benefits or provisions that incorporate some degree of seniority. For example, if a temporary staff member starts work for RAN in January and becomes a regular staff member in June, RAN will honor January for the purposes of sabbatical leave eligibility, PTO accruals, etc.

Article 45 - Equipment and Privacy Article

Signed TA

Equipment

RAN is committed to providing safe and efficient equipment that supports staff in performing their duties effectively, whether in the office or working remotely. RAN will determine, provide, allocate, maintain, and replace standard equipment necessary for staff to perform duties safely and efficiently. This may include: laptops, monitors, keyboards, mouse, chair, desk.

Decisions regarding repair, replacement, or upgrade of equipment due to normal wear and tear will be made by RAN, based on factors such as equipment performance, condition, security requirements.

All equipment issued—including software, data, records, and materials—remains the exclusive property of RAN. It is provided solely for work purposes and is issued, at RAN's sole discretion, based on operational needs and must be returned upon request or termination.

All decisions related to equipment—from procurement and allocation to usage rules and replacement—are reserved exclusively to RAN.

Use of Equipment and Privacy Expectations

All laptops, devices, systems, and related equipment provided by RAN to staff are intended primarily for business purposes.

Limited non-business use is permitted that does not interfere with work responsibilities, organizational security, and compliance, and remains consistent with RAN's values, policies, and standards of conduct. Staff are reminded that personal use is not encouraged and should be kept to a minimum.

RAN may access company owned equipment as needed to safeguard organizational assets and systems, maintain security, or ensure compliance with applicable policies and laws.

Article 46 - Length of Contract

This Agreement shall be effective as of January 1, 2026, and shall remain in full force and effect through December 31, 2028. Both Parties mutually agree to a three (3) year term. The Agreement shall automatically expire at midnight on December 31, 2028, unless extended or modified by mutual written agreement of the Parties.

DocuSigned by:


Decovan Rhem

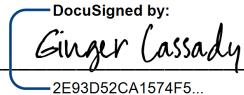
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Decovan Rhem – CWA Local 9415 President

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Ginger Cassady – Executive Director,

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Rainforest Action Network