



Ella Baker Center for Human Rights  
and



Communications Workers of America, AFL-CIO  
Collective Bargaining Agreement  
Negotiated in Good Faith by the Parties  
May 1 – April 30, 2029

# Table of Contents

1. PARTIES TO THE AGREEMENT
2. RECOGNITION
3. MANAGEMENT RIGHTS
4. RESTORATIVE JUSTICE VALUES AND PRACTICES
5. WORK RULES
6. NON-DISCRIMINATION
7. COMMITMENT TO UNION LABOR
8. LABOR-MANAGEMENT COMMITTEE
9. JOB CLASSIFICATIONS
10. CWA INTRODUCTORY PERIOD
11. SUBCONTRACTING / WORK PRESERVATION
12. CWA BARGAINING UNIT LAYOFFS
13. WAGES
14. EXPENSE REIMBURSEMENT
15. HOURS OF WORK AND OVERTIME
16. OFFICE WORKING CONDITIONS
17. BENEFITS
18. PAID HOLIDAYS
19. VACATION
20. SICK LEAVE
21. LEAVES IN GENERAL AND SABBATICAL LEAVES
22. REMOTE WORK / TELECOMMUTING
23. PROFESSIONAL DEVELOPMENT
24. EMPLOYEE SELECTION
25. PERFORMANCE EVALUATION
26. PROGRESSIVE DISCIPLINARY PROCEDURE
27. LANGUAGE JUSTICE, EQUITY AND CULTURAL INTELLIGENCE
28. GRIEVANCE / PROBLEM PROCEDURE
29. UNION SECURITY
30. COMPLETE AGREEMENT
31. MODIFICATION
32. SAVINGS, NO DEROGATIONS
33. SUCCESSORS AND ASSIGNS
34. NO STRIKE NO LOCKOUT
35. DURATION
36. NOTICES

## **PREAMBLE**

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

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

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

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

## **Strategic Vision Future Strategic Planning**

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

## **Article 1 - PARTIES TO THE AGREEMENT**

This collective bargaining agreement ("Agreement" or "CBA") is entered into as of May 1, 2026 between Ella Baker Center for Human Rights ("EBCHR") and the Communications Workers of America ("Union" or "CWA").

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

## **Article 2 - RECOGNITION**

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

## **Article 3 - MANAGEMENT RIGHTS**

This Agreement exists for the mutual advantage of the parties. Except as expressly modified or restricted by a specific provision of this Agreement, all managerial rights are retained and vested exclusively in EBCHR. It is the right of EBCHR management to direct EBCHR's employees, including the right to determine appropriate staffing levels, to establish lawful policies and procedures, to establish reasonable work standards and rules, to determine the methods, procedures, location, type and scope of work, services and hours of operation, and hire, discipline or discharge bargaining unit employees for just cause, to assign, transfer, layoff, and promote employees, subject to the employees' rights and privileges which are expressly set forth and preserved herein for the life of this Agreement. The parties agree that they shall exercise their respective rights responsibly in the best interest of EBCHR, the employees of EBCHR, and the community / constituents EBCHR seeks to serve.

## **Article 4 – Use of Restorative Justice Values and Practices in the Workplace**

The parties to this Agreement will work collaboratively to maintain and update a process to engage in internal community building to promote mutual trust and respect, and to intentionally create a workplace culture that also embraces restorative justice values and practices, as may be appropriate in the labor management setting.

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

### **Parties agree to the following**

We understand that there are different ways to integrate restorative justice practices. This article comes into place when there is a formal request made for a restorative justice process.

The Ella Baker Center (EBCHR) will ensure that all staff are aware that Restorative Justice is an option available to them, but it can never be imposed. Restorative Justice is an invitation, never an obligation, and all parties involved must consent to participate in the practice. A restorative justice practice can never be imposed by EBCHR management and must be initiated by one of the involved parties, that can include an involved member of EBCHR management.

Trust is an integral part of any restorative justice practice. If a member chooses a restorative justice process, there cannot be any form of retaliation resulting from the decision to engage. If a member decides to not engage in a restorative justice process, or chooses to opt-out of an ongoing restorative justice process, there cannot be any form of retaliation resulting from that decision.

Consent must be constant, that means that any party involved in a restorative justice process may skip or choose to opt-out at any point in time.

If there is a breach of community agreements from either party during a restorative justice process, the process will be terminated and necessary parties will meet to discuss next steps and options. If the process is terminated for any other reason, including one of the participating parties opting-out mid-process, then necessary parties will meet to discuss next steps and options with EBCHR and CWA Local 9415.

EBCHR's role in the restorative justice process is to ensure that all staff members have access to the restorative justice process in resolving conflict.

This includes:

- Communicating directly with any parties involved.
- Covering the costs of conflict mediation.
- Ensuring that meetings are scheduled in a timely manner that respects the needs and boundaries of all parties involved.
- Communicating with the union when a member is consensually entering a restorative justice process so that CWA Local 9415 may be available for support.

A part of the initial stages of the restorative justice process will be to inform EBCHR and CWA Local 9415 of parties who are consensually involved in a restorative justice process to ensure that all parties are equally supported in the process. While all restorative justice spaces are to be confidential, the agreements and relevant information to any employee's work performance, as well as any protected issue covered in the CBA, can be shared to EBCHR and CWA Local 9415.

Process:

- An involved party needs to formally request a restorative justice process from EBCHR.
- EBCHR communicates with any other party involved that a request has been made for them to engage in a restorative justice process from the requesting party. EBCHR is to communicate what options the staff member has, and make it clear that any participation is completely voluntary and confidential and that there can be no retaliation in response to their decision to either engage or opt-out.
- If all parties agree to engage in a restorative justice process, EBCHR will share any next steps to initiate that process which may include a list of available circle keepers to hold that space. Other initial next steps should include the parties collaboratively creating boundaries for the restorative justice process and formulating an answer to the foundational question, "What is being restored?"
- Once consensus is reached on a timeline, circle boundaries, the goal of the restorative justice process, and a circle keeper to mediate, the circle keeper will contact the involved parties and facilitate the process.

- The circle keeper will communicate any relevant timeline to participants, EBCHR and Local CWA 9415.

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

## **Article 5 – Work Rules**

A work rule is defined as company policies or guidelines that govern employee conduct in the workplace.

If EBCHR desires to revise an existing work rule or establish a new rule, which is not part of this Agreement, the Union will be given advance notice of at least 2 weeks of the proposed rule change and be provided with an opportunity to meet and confer / engage in impact and effects bargaining, before implementation, as is customary under applicable federal labor law.

Staff will not be retaliated against for reporting a work rule violation.

## **Article 6 – Non-Discrimination**

EBCHR and the Union agree that they will not discriminate against any employee by reason of race, color, creed, gender (including gender identity and gender expression), religion, marital status, registered domestic partner status, age, national origin or ancestry, language, physical or mental disability, history of disability, medical condition (including cancer and genetic characteristics), genetic information, sexual orientation, pregnancy, childbirth or related conditions, reproductive health decision making, citizenship, military service and veteran status, arrest or conviction record, union and political affiliation and activity that does not otherwise conflict with the lawful mission and purpose of EBCHR, and/or any other characteristic protected by state or federal law or local ordinance.

All EBCHR employees are expected to treat each other with dignity and respect. All EBCHR employees are expected to refrain from conduct that unreasonably interferes with any employee's work performance, or creates a hostile work environment.

EBCHR shall not tolerate abusive conduct by any employee. Abusive conduct means conduct of any individual in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to EBCHR’s general 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.

## **Article 7 - COMMITMENT TO UNION LABOR**

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

## **Article 8 LABOR-MANAGEMENT COMMITTEE**

The Union and EBCHR will maintain a Labor-Management Committee to discuss areas of concern for either party. The committee will meet no less than quarterly, unless mutually agreed upon. The meeting will not exceed two (2) hours. A detailed meeting agenda will be provided by the Union one week before the meeting and mutually agreed upon by both parties and the meeting will be co-facilitated by the Union and EBCHR. All bargaining unit employees will have the opportunity to attend this meeting. The EBCHR representative(s) will include the Executive Director or a designee with delegated authority to act on behalf of EBC when the ED cannot be present. Board members are encouraged to join the meeting, with advance notice to the Union about who will be in attendance.

## **Article 9 JOB CLASSIFICATIONS**

### **9.1 Purpose**

EBCHR is committed to prioritizing people of color most impacted by prisons and policing. We are also actively working to challenge labor exploitation and advance equity by addressing characteristics of white supremacy culture within our organization. As part of this ongoing work, we are committed to collaboratively clarifying roles and responsibilities across the organization to promote transparency and shared accountability.

This article establishes a structured job classification system to ensure clarity in roles and responsibilities. The classifications define distinct levels of responsibility, expectations, and decision-making authority for each role. Employees shall perform the duties outlined in their job descriptions as well as other duties assigned by their employer.

### **9.2 Job Descriptions**

EBCHR will maintain job descriptions that reflect the general scope and responsibilities of each classification within the CWA bargaining unit. Job descriptions will be provided to new employees as part of their onboarding process and may be updated periodically to reflect changes in organizational structure, funding, or operational priorities. When new positions are created, EBCHR will develop written job descriptions as soon as practicable, consistent with operational needs.

### **9.3 Job Classifications**

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

The following current job classifications are all bargaining unit positions and may qualify for a senior designation:

<b>Departments /Teams</b>	<b>Union Bargaining Unit</b>	<b>Union Bargaining Unit</b>	<b>Union Bargaining Unit</b>	<b>Union Bargaining Unit</b>	<b>Union Bargaining Unit</b>	<b>Union Bargaining Unit</b>	<b>Union Bargaining Unit</b>
<b>Development Department</b>	Project Manager*	Senior Coordinator or or Specialist	Coordinat or or Specialist	Senior Associate or Organizer or Advocate	Associate or Organizer or Advocate	Senior Assistant	Assistant
<b>Programs Department</b>	Project Manager*	Senior Coordinator or or Specialist	Coordinat or or Specialist	Senior Associate or Organizer or Advocate	Associate or Organizer or Advocate	Senior Assistant	Assistant
<b>Communications Department</b>	Project Manager*	Senior Coordinator or or Specialist	Coordinat or or Specialist	Senior Associate or Organizer or Advocate	Associate or Organizer or Advocate	Senior Assistant	Assistant
<b>Finance Department</b>	Project Manager*	Senior Coordinator or or Specialist	Coordinat or or Specialist	Senior Associate or Organizer or Advocate	Associate or Organizer or Advocate	Senior Assistant	Assistant
<b>Administration Department</b>	Project Manager*	Senior Coordinator or or Specialist	Coordinat or or Specialist	Senior Associate or Organizer or Advocate	Associate or Organizer or Advocate	Senior Assistant	Assistant

\*Whether a project manager level position falls under the union’s jurisdiction is determined based on the individuals job description and the National Labor Relations Act (NLRA).

Current EBCHR union employees are in positions that are classified as the following:

- Assistant
- Organizer
- Associate
- Advocate
- Coordinator
- Senior Designation
- Project Manager

EBCHR will maintain compensation ranges for each position classification to promote equity and consistency across the organization. Salary ranges may be reviewed and adjusted periodically at the organization's discretion to reflect changes in funding, market conditions, or organizational priorities.

#### **9.4 (a) Hierarchy of Authority**

Directors at EBCHR hold strategic oversight, resource management, and higher decision-making authority. Their responsibilities include setting organizational objectives, department goals, developing strategies, initiatives, programs, and processes to advance the organization's mission. Directors provide overall leadership to their departments, guiding Managers and staff to ensure alignment with strategic priorities, compliance requirements, and fiscal accountability.

Project Managers oversee the daily operations and activities of their teams to ensure the effective implementation of departmental goals and objectives established by Directors. They may supervise interns and fellows delegate tasks, monitor performance, and provide input and recommendations regarding hiring, professional development, and personnel actions. Project Managers exercise independent judgment and make decisions in collaboration with their Director to ensure that work aligns with organizational standards, priorities, and timelines. They serve as the primary link between staff and Directors, translating strategic direction into actionable plans and measurable outcomes.

However, having a project manager title is not a prerequisite to becoming a Director; an employee may be hired or promoted directly into a Director position. Employees shall perform the duties outlined in their job descriptions, as well as other duties as may be assigned by the employer.

Employees who work in a non-manager capacity can be classified as outlined in 9.3 Job Classifications. They are individual contributors responsible for their own work, performing assigned tasks, and contributing to their department/team's goals.

#### **9.4 (b) Senior Designation**

Employees will be eligible for promotion to a Senior designation after three (3) full years of employment.

##### **After employment commences:**

Current employees will be eligible for consideration of the senior designation when:

- The employee has completed a minimum of three consecutive years of service with the organization.
- The employee is in good standing, including "meets expectations" performance and adherence to organizational policies;
- A senior level position is available or approved within the organizational structure; and
- Management determined that the employee's experience, performance, and qualifications align with the expectations of a senior designation.

### **At the time of Hire:**

Employees with requisite prior experience may be hired directly into a Senior, Manager, or Director position if such a role is open and available to be filled.

Unless deemed necessary by the Executive Director or designee due to extraordinary circumstances (creation of a new program, departure of a Director or other leadership position, or promotion of an internal hire), promotions will be reviewed and may be granted annually and, simultaneously with cost-of-living adjustments (COLAs).

## **9.5 Levels of Responsibility**

### **Assistant**

Assistants perform a full range of clerical and administrative support, including scheduling, document processing, and recordkeeping. They work under close supervision, performing routine tasks with limited discretion or independent judgment. They may train and mentor associates, interns, and fellows. Employees shall perform the duties outlined in their job descriptions as well as other duties assigned by their employer.

### **Senior Assistant**

In addition to the responsibilities outlined in the Assistant designation, Senior Assistants shall assume greater independence and responsibility. They may coordinate projects, train new assistants, mentor associates, interns, and fellows and oversee specific administrative processes under moderate supervision. Employees shall perform the duties outlined in their job descriptions as well as other duties assigned by their employer.

### **Organizer**

Organizers support planning, coordinating, and executing events or projects by assisting with logistics, communication, and resources or people power to ensure complete and successful initiatives. Leverage community partnerships and build relationships to support organizational goals and further EBC priority campaigns. They may train and mentor associates, interns, and fellows. Employees shall perform the duties outlined in their job descriptions as well as other duties assigned by their employer.

### **Senior Organizer**

In addition to the responsibilities outlined in the Organizer designation, Senior Organizers shall assume greater independence and responsibility. They conduct outreach, mobilize communities, and maintain relationships with partners and take primary responsibility for primary programs under moderate supervision. They may train and mentor associates, interns, and fellows. Employees shall perform the duties outlined in their job descriptions as well as other duties assigned by their employer.

### **Associate**

Associates perform tasks that are routine and operational in nature, executing policy or procedural projects with guidance from senior staff. This position involves research, analysis, stakeholder engagement, content/correspondence creation, and strategic messaging. They may train and mentor associates, interns, and fellows. Employees shall perform the duties outlined in their job descriptions as well as other duties assigned by their employer.

### **Senior Associate**

In addition to the responsibilities outlined in the Associate designation, Senior Associates lead research initiatives, provide strategic input, and assume greater independence and responsibilities. They may train and mentor associates, interns, and fellows, contributing technical expertise to organizational initiatives. Employees shall perform the duties outlined in their job descriptions as well as other duties assigned by their employer.

### **Advocate**

This classification performs direct support, guidance, and resources to community members and individuals navigating legal, social, or systemic challenges. They engage in community outreach and policy advocacy with moderate supervision to advance organizational goals. They may train and mentor associates, interns, and fellows. Employees shall perform the duties outlined in their job descriptions as well as other duties assigned by their employer.

### **Senior Advocate**

In addition to the responsibilities outlined in the Advocate designation, Senior Advocates shall assume greater levels of responsibility, including engaging policymakers, representing the organization in legislative and coalition settings, analyze data, and may train and mentor interns or fellows. Employees shall perform the duties outlined in their job descriptions as well as other duties assigned by their employer.

### **Coordinator**

This classification coordinates, and has direct responsibility for, a project or specific set of tasks related to a function or program, or department. They organize and implement administrative systems and procedures performing necessary support duties. They may train and mentor associates, interns, and fellows. Employees shall perform the duties outlined in their job descriptions as well as other duties assigned by their employer.

### **Senior Coordinator**

In addition to the responsibilities outlined in the Coordinator designation, Senior Coordinators shall assume greater levels of responsibility, including oversight of multiple projects, developing processes to improve efficiency, and gather and analyze data to inform decision-making. They may train and mentor interns or fellows. Employees shall perform the duties outlined in their job descriptions as well as other duties assigned by their employer.

### **Specialist**

This classification contributes specialized knowledge and skills, often acting as an expert resource within their area of expertise. They are adept at analyzing complex issues, identifying root causes, and developing effective solutions and recommendations. They may train and mentor associates, interns, and fellows. Employees shall perform the duties outlined in their job descriptions as well as other duties assigned by their employer.

### **Senior Specialist**

In addition to the responsibilities outlined in the Specialist designation, Senior Specialists shall assume greater levels of responsibility including process development, collaborate on major projects, recommend best practices to leadership based on their area of specialty/expertise, and ensure strategic initiatives are successfully implemented. They may train and mentor interns or fellows. Employees shall perform the duties outlined in their job descriptions as well as other duties assigned by their employer.

### **Project Manager**

Oversee the daily operations and activities of their teams to ensure the effective implementation of departmental goals and objectives established by Directors. They may supervise interns and fellows delegate tasks, monitor performance, and provide input and recommendations regarding hiring, professional development, and personnel actions. Project Managers exercise independent judgment and make decisions in collaboration with their Director to ensure that work aligns with organizational standards, priorities, and timelines. They serve as the primary link between staff and Directors, translating strategic direction into actionable plans and measurable outcomes.

However, having a project manager title is not a prerequisite to becoming a Director; an employee may be hired or promoted directly into a Director position. Employees shall perform the duties outlined in their job descriptions, as well as other duties as may be assigned by the employer.

### **9.6 Modifications**

EBCHR will notify the union of proposed changes to job classifications. Final decisions on job structures, duties, or classifications are reserved to Executive Director and designee and may be implemented as necessary to meet operational, fiscal, or programmatic needs.

The organization will develop a standardized and equitable performance rubric with measurable indicators that is shared with all employees and is clear to all staff. This standardized rubric shall be used by management for all performance evaluations to ensure equity throughout the organization. Once finalized, this practice will begin at the start of employment and will be used when considering promotions.

## **ARTICLE 10 - CWA INTRODUCTORY PERIOD**

Each new Ella Baker Center for Human Rights (EBCHR) bargaining unit employees' first ninety (90) calendar days will be the CWA introductory period ("CWA Introductory Period) This period can be extended by written mutual agreement of the Union and EBCHR. During the CWA Introductory

Period, EBCHR will have an opportunity to evaluate the employee's performance, compatibility, ability, and interest in the job. During the CWA Introductory Period, either the employer or the employee may end the employment relationship for any lawful reason or no reason at all, with or without notice. EBCHR's decision to release an employee during the initial CWA Introductory Period or during any extension of the CWA Introductory Period shall not be subject to arbitration under this Agreement but may otherwise proceed through the pre-arbitration steps of the parties grievance procedure.

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

## **Article 11 - SUBCONTRACTING / WORK PRESERVATION**

### **11.1 Purpose**

EBCHR and the Union will work collaboratively to prioritize the recruitment and retention of regular, full-time and part-time, employment and career progression. Subcontracting shall not be used to fill vacant bargaining unit positions, nor as a substitute for recruiting and hiring such vacancies, except when EBCHR deems it necessary, at the organization's discretion, with notification to the union prior to the initiation of the contract, as described below in 11.2.

### **11.2 Union Notification**

In the event EBCHR has a specific or compelling business reason to contract workers or hire temporary employees for other work functions to temporarily fill vacant bargaining unit positions, the Union will be notified of the substance, duration, and any other relevant details regarding the specific scope of work and activities. EBCHR will endeavor provide written notice to the Union on the same business day as EBCHR determines that a contractor is needed.

### **11.3 Subcontractor Limitations**

When work requiring specialized skills, equipment, or specific expertise/job scope are not reasonably available within the existing workforce, and cannot not be reasonably acquired through training or reassignment of existing staff,. EBCHR may enlist contract workers on a temporary, limited-scope basis when work needed falls outside the usual course of business and/or is unable to perform the work with its own employees.

### **11.4 Protecting Union Jobs**

EBCHR will make reasonable efforts to preserve bargaining unit work and career progression roles to ensure stable work, fair wages, and career advancement opportunities for its employees. The use of a subcontractor will not result in the layoff, reduction in hours, or loss of benefits for current bargaining unit employees.

Contracted workers shall not be hired to perform the work that has been historically and customarily performed by employees in the bargaining unit whose job classifications are outlined and covered by this Agreement. Any use of subcontractors shall be supplemental in nature and not to serve as a total or ongoing replacement for vacant roles.

Temporary employees (on a W-2 basis) hired to perform work similar to that performed by bargaining-unit employees shall not automatically be included in the bargaining unit. Their inclusion, if any, will be determined in accordance with the National Labor Relations Act (NLRA) definition of temporary or regular employment and the duration and nature of their assignment. Temporary employees may be released at the conclusion of their assignment or contracted period at the organization's discretion.

### **11.5 Conditions for Subcontracting**

For the duration of this Agreement, the parties agree that certain types of 1099 service providers that provide professional and technical services such as : compliance, bookkeepers, grant writers, researchers, videographers, filmmakers, photographers, professional facilitation, lobbyists, project management, communications consultants/strategists, website developers support services, auditors, inspectors, event coordinators/planners, legal, accounting, information technology (IT), and other professional services, etc. will not be included in the bargaining unit.

### **11.6 Nepotism and Conflicts of interest**

Nepotism and Cronyism are forms of favoritism that are based on personal or family relationships of individuals in positions of power or authority who provide preferential treatment, appointments, or advantages to friends, associates, or loyal supporters, regardless of their qualifications or merit. Employees and managers must disclose any relationships that could create, or appear to create, a conflict of interest to the Executive Director or Board of Directors as appropriate. EBCHR retains discretion to determine whether an employee should be recused from the decision-making process.

EBCHR values community and professional networks as pathways for equitable recruitment and recognizes that referrals can strengthen access and diversity in hiring. A referral or recommendation based on professional experience or qualifications is appropriate when the hiring process remains open, competitive, and merit-based. The organization reserves the right to review and address potential conflicts to ensure fairness and transparency in all employment and contracting decisions.

### **11.7 Contractor Selection and Onboarding**

The recruitment, scope of work drafting, contract drafting, invoice processing, and onboarding of contractors shall be managed by a designated member of EBCHR's team based on departmental needs.

Bargaining unit staff shall not be solely responsible for the recruitment, scope of work drafting, contract drafting, or invoice payment coordination, but may be asked to provide input, or some support in any of the above responsibilities.

## **Article 12 - CWA BARGAINING UNIT LAYOFFS**

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

### **A. Bases for Layoffs**

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

### **B. Effects Bargaining**

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

### **C. Seniority**

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

## **D. Unemployment Benefits**

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

## **E. Severance**

In the case of layoffs, the union will be given the opportunity to enter into effects bargaining to negotiate a possible severance.

# **Article 13 – WAGES**

## **13.1 Salary Policy**

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

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

## **13.2 Salary Floor**

The following salary floor is intended to provide a minimum guideline for pay at EBCHR. Full time bargaining unit employees, both hourly and salaried, will be paid no less than \$72,500.00.

## **13.3 Designation as Senior in the Classification**

Bargaining unit employees who are Senior in their classification, as determined in the sole discretion of EBCHR, taking into consideration the needs of the organization and employee's performance, will be paid no less than \$82,500.00.

## **13.4 Career-Ladder Promotions**

A career ladder advancement is defined as a non-competitive opportunity for movement to a higher level within the same job classification. Career ladder advancement is intended to recognize growth in responsibility, demonstrated performance, and expanded scope of work within an employee's current classification structure

Career ladder advancement is not automatic and is not solely based on time in grade. Advancement will be considered based on the following criteria:

1. Demonstrated ability to consistently perform at the higher level as reflected in performance evaluations of meets expectations
2. Completion of at least three (3) full years in the current classification, unless hired with requisite prior experience
3. Sustained funding and organizational need for the higher-level role
4. Approval by the Executive Director or designee

Advancement decisions remain within management's discretion and shall be based on alignment with departmental structure, strategic priorities, and fiscal capacity.

**Process:**

EBCHR will review eligible employees for potential career ladder advancement after the completion of three years on an annual basis as part of the regular performance evaluation cycle.

Employees may request consideration for advancement through their supervisor. The Union may be notified of advancement decisions but shall not initiate or control the review process.

Employees who are not advanced will receive feedback regarding areas for continued professional development.

The above shall not apply to interns, consultants, or temporary employees.

**13.5 Cost of Living Adjustment (COLA)**

Cost-of-living adjustments ("COLAs") shall be effective January 1 of each year for all eligible employees and reflected no later than the February 15 pay date of the same year. Retroactive pay shall be provided to account for the January 1 effective date.

Administrative payroll processing of COLAs, including issuance of personnel action forms, will begin in the first weeks of the new year, following approval of the annual fiscal budget by the Board of Directors and the Executive Director.

The amount of the COLA provided by EBCHR shall be a flat percentage increase based on the CPI-U percentage change from December to December of the prior calendar year for the San Francisco–Oakland–San Jose metropolitan area, as published by the U.S. Department of Labor, Bureau of Labor Statistics. The annual COLA shall not exceed 3.5 percent in any year and is subject to the organization's fiscal condition at the time of implementation.

This section shall not apply to interns, fellows, temporary workers, or independent contractors.

If EBCHR determines that its fiscal condition does not permit implementation of the COLA described in this section, taking into consideration both restricted and unrestricted funds, EBCHR shall provide the Union with a written report outlining the organization's overall financial condition and the basis for its determination.

**13.5 Annual Pay Increases**

EBC's existing compensation structure includes direct compensation and indirect compensation. Our direct compensation consists of salary, cost of living increases, bonuses, and wellness stipends. Our indirect compensation consists of paid time off, vacation, sick time, insurance benefits, professional development, flex spending account that is pre-allocated to staff, and our 401K plan. Employees may receive an annual merit based increase up to 2.5% based on annual performance review of exceeds expectations in addition to the calculated COLA with approval of the Executive Director or designee.

### **13.6 Temporary Pay Increases**

If an employee is assigned to serve in an interim capacity for more than thirty (30) days and the interim assignment involves a change in job scope or responsibilities, management may, at its discretion, conduct an internal review in consultation with Human Resources.

Additionally, an employee assigned to an interim capacity with increased job scope may be considered, at management's discretion, for a temporary pay differential up to 10% of the employee's regular salary. Any such pay differential must be approved in advance by management in consultation with Human Resources and is not automatic. Retroactive pay is not guaranteed and will be determined on a case-by-case basis, if applicable.

This article proposal outlines a policy for reviewing interim assignments and related compensation considerations when employees take on interim responsibilities for an extended period.

#### **Conditions & Approval Process:**

- Temporary differential pay is not guaranteed and is subject to pre-review by the employees supervisor with final approval made by the, Managing Director and/or the Executive Director.
- The increase in duties must be clearly defined, verifiable, and documented by management in a revised scope of work.
- The start date of the temporary pay adjustment is determined by management based on the revised scope of work and budget considerations not at the discretion of the employee. .
- EBC will make every effort to respond to all requests, in writing within fourteen (14) days of receipt of a written request submitted by the employee, to their supervisor or HR.
- Any differential pay is temporary and applied only when management determines there is a demonstrated operational need. Any continuation is subject to separate review and approval and does not create an entitlement to permanent pay or reclassification.
- The end date of the temporary pay increase will be determined by management based on the conclusion of the substantial increase in the employee's scope of work or shift in responsibilities. EBC will provide at least two (2) weeks' written notice prior to the end date of the temporary pay increase.

- This provision applies only to work duties that are assigned or required by management, excluding those that are self-initiated or voluntarily undertaken in alignment with personal initiative and professional growth.

This policy outlines a process for reviewing temporary compensation adjustments while balancing organizational budgetary and operational needs.

### **13.7 Premium Pay**

EBCHR acknowledges the various types of premium pay available to its employees who work certain types of hours or under certain types of conditions. Premium pay may include overtime, holiday, evening, and weekend work as applicable.

EBCHR shall comply with applicable federal state wage and hour laws including the Fair Labor Standards Act (FLSA), which requires that eligible non-exempt employees receive overtime compensation in accordance with law.

#### **Overtime**

Hourly, non-exempt bargaining unit employees shall receive overtime pay as follows:

- One and one-half (1 ½) times the employee's regular straight-time rate of pay for all hours worked in excess of eight (8) hours in a workday, excluding a one (1) hour paid lunch period for the purposes of overtime calculation, or in excess of forty (40) hours in a workweek.
- Double the employee's straight-time rate of pay for all hours worked in excess of twelve (12) hours in a workday.

For work weeks that include two pay periods, overtime eligibility shall be calculated based on total hours worked in the workweek.

Overtime work shall be performed only when required and must be pre-approved in writing by the employee's supervision in advance, except in emergency circumstances.

Certain roles may require travel to the state capital, correctional facilities outside of the greater Bay Area, or other locations throughout the State of California. Travel time will be compensated in accordance with applicable law and EBCHR policy and does not automatically constitute overtime unless required by law.

There shall be no pyramiding or compounding of overtime or premium pay.

Supervisors will make good-faith efforts to provide timely and written responses to requests for overtime submitted by supervisees. **No employee will be required by a supervisor or director to reduce their working hours following overtime work unless the employee has already submitted a written request to adjust hours due to make up hours.**

1. Holiday premium pay applies to work performed on an officially recognized holiday or office closure as defined by this Agreement.

- a. Hourly, non-exempt bargaining unit employees who are required to work on an officially recognized holiday or office closure shall be compensated at a rate of two (2) times their regular straight-time rate of pay for all hours worked on that day.
- b. All holiday or office-closure work must be pre-approved in writing by the employee's supervisor and the Executive Director and/or Managing Director.
- c. Holiday premium pay shall not be combined with or pyramided on top of other overtime or premium pay.

### **Multilingual Skill-Based Differential**

When a union employee is asked by management to provide interpretation or translation services to support organizational needs outside of their regular scope of responsibilities, the employee may be eligible to receive a multilingual skill-based differential.

The multilingual skill-based differential shall be paid at a rate of two dollars and forty cents (\$2.40) per hour for the time spent performing approved interpretation or translation services during a scheduled shift.

The multilingual skill-based differential is not automatic, applies only when the work is requested or assigned by management in writing, and does not create a permanent change to an employee's base pay, classification, or job duties.

## **Article 14 - EXPENSE REIMBURSEMENT**

### **14.1 Work Related Expenses**

EBCHR reimburses approved, work-related expenses incurred by employees in accordance with our Fiscal Policies Handbook. This includes, mileage based on standard IRS rate(s) for required work-related travel, and required work-related cab fares (including rideshares), parking and public transportation fares, meals, lodging, and any other travel related expenditures. All purchases require prior approval from the employee's supervisor, must be within the approved budget and must include an itemized receipt.

The primary purpose for EBCHR employees' travel should be for purposes of executing programmatic work or for conferences in accordance with its strategic goals and objectives. When possible, travel arrangements should be made at least 30 days in advance to maximize opportunity for lower fares. Staff traveling on business related to EBCHR are entitled to transportation, hotel accommodations, meals, and incidentals, which meet reasonable standards for convenience, safety, and comfort. Staff are expected to use discretion and good judgment regarding expenses charged to EBC. Regular commuting costs will not be reimbursed.

All work-related travel should be approved in advance. Employees can then submit a "Fund Request Form" to their Supervisor or designee, who will generate a check for the appropriate vendor. In the event of last-minute purchases, EBCHR requests that employees use their best judgment and follow methods of payment below, in the order of EBCHR's preference:

1. Request that the vendor bill EBCHR directly;

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

Reimbursement forms are available in the EBCHR Shared Folders. Employees should provide all receipts for the credit card expenses and submit for reimbursement for any out-of-pocket expenses, within 2 weeks of incurring expenses. All expenses need to be supported with appropriate original receipts.

Missing Receipts: Employees should make every effort to obtain receipts for credit card and out-of-pocket expenses. However in the case where no receipt is available or a receipt has been lost, a "Missing Receipt Form" must be included.

#### **14.2 Business Travel Expense Reimbursement**

EBCHR understands that employees may travel in the interests of EBCHR for which EBCHR does not want employees to incur any unnecessary expenses. To that end, EBCHR will cover any costs attached to travel including airfare, any outstanding local transportation fee, and transportation to and from the airport. With prior approval from your supervisor, EBCHR will reimburse for food costs during travel on EBCHR business in accordance with the GSA Per Diem Rates that apply to the location and purpose of the expense. All travel expenses must be approved by the employee's supervisor and the payment of such expenses should follow the procedure outlined in EBCHR's Reimbursement Policy, consistent with the above.

The following travel-related costs are eligible for reimbursement with prior approval from the employee's supervisor:

- **Transportation:** This includes airfare, train tickets, long-distance bus fare, car rentals (if pre-approved), rideshare or cab fare, public transit costs, and mileage for use of a personal vehicle at the current IRS standard mileage rate. Transportation to and from airports or travel hubs is also reimbursable.
- **Lodging:** Hotel or lodging expenses will be covered when travel requires an overnight stay. Employees should seek reasonable accommodations and must receive approval from their supervisor prior to booking.
- **Meals:** Employees are eligible for up food reimbursement while traveling on approved EBCHR business. This may include breakfast, lunch, dinner, and non-alcoholic beverages. If travel occurs for only part of a day, meal reimbursements should reflect actual meals purchased within that time. EBCHR will not reimburse food costs if food is provided at the work related event that the employee is attending.
- **Incidentals:** Additional reimbursable expenses may include parking, baggage fees, tolls, Wi-Fi charges necessary for work, or reasonable tips associated with lodging and transportation.

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

## **Article 15 - HOURS OF WORK AND OVERTIME**

### **15.1 Standard Work Week**

EBCHR's operational hours are 9:00 am to 6:00 pm, Monday through Friday. All full-time employees of EBCHR shall work eight (8) hours per day, five (5) days a week and forty (40) hours per week, and shall work twelve (12) months (annually). Schedules and starting times shall be set in collaboration between the immediate supervisor and the employee.

The standard workweek is from 12:01 a.m. Monday through Sunday at 11:59 p.m.

EBCHR understands that life's unpredictability, including traffic, weather, personal health needs, errands, etc. can cause late arrival, therefore, if an employee is going to be more than 15 minutes late the employee should email, text or phone call their supervisor as early as possible.

Employees are entrusted to manage their schedules and work commitments to avoid disrupting scheduled meetings, deadlines, community or collaborative work, etc.

Employees who anticipate late arrival to the aforementioned commitments shall communicate with their supervisors as soon as possible ensuring respect for other's time.

When staff are asked and/or given prior approval to attend EBCHR related events those events will be considered working time for nonexempt staff only.

### **15.2 Modified Work Week**

Due to the operational nature of our work, the standard work week may be modified for a specific position or department. A Modified Workweek is an approved, temporary, adjustment to an employee's standard work schedule and must be requested with at least 60 days' advanced written notice or in accordance with the parameters below. Examples may include adjusted start/end times or redistribution of hours within the standard workweek. A modified work week does not establish an alternative work week (e.g., 4/10 schedule) or fewer hours worked.

A modified work week maybe established during onboarding of a new employee or during the promotion to a new role or level of responsibility and allows for negotiation and requires written approval of the supervisor, Executive Director, or designee and is subject to change.

### **15.3 Breaks**

All full-time, non-exempt employees shall be permitted two fifteen (15) minute rest periods in mid-morning and mid-afternoon and a 1-hour paid lunch meal period for eight (8) hours of work; all of which must be logged into timesheets each day. Employees are not expected or required to perform any work during their meal period and break(s).

Non-exempt employees who work six (6) hours per day are entitled to one (1) fifteen (15) minute paid break mid-morning and a 1-hour paid lunch mid-afternoon. For shifts six (6) hours or less, employees can waive their right to a meal period in writing with a valid and approved meal premium waiver.

Non-exempt employees who work less than six (6) hours in any one (1) workday are entitled to receive one (1) fifteen (15) minute break during those hours.

All meal periods must be taken no later than the 4.5 hours of work. For shifts six (6) hours or less, employees can waive their right to a meal period in writing with a valid and approved meal waiver. Inquiries regarding work hours, breaks, meal periods or requests for meal period waivers must be directed to the Director of Human Resources.

#### **15.4 Lactation Breaks**

EBCHR will accommodate lactating employees by providing a reasonable amount of break time to express breast milk for an infant child. If possible, this break time will run concurrently with any rest or meal breaks already provided to the employee.

EBCHR will make reasonable efforts to provide a private, secure, and sanitary location for employees to express breast milk. This location will be:

- Close to the employee's work area
- Shielded from view
- Free from intrusion
- Not a bathroom

Employees with private offices may be required to use their office space for lactation purposes.

In addition, EBCHR will provide access to a sink with running water and a refrigerator or other suitable cooling device for storing expressed milk. These facilities do not need to be located within the lactation room itself but will be reasonably close to the employee's work area and accessible during break times.

Employees who need lactation accommodations should contact their supervisor or the Director of Human Resources (or designee) to request such accommodations.

#### **15.5 Modified Schedule**

EBCHR recognizes that adjustments to employee schedules are often necessary to ensure staff members have manageable schedules. Employees may make arrangements with supervisors, by written request, to temporarily change their hours as long as employees works) eight hours a day, and maintains full time status. Employees should be focusing on task-based and project-driven deliverables, and not solely based on physical presence in the office for a certain duration.

#### **15.6 Make up Time**

An employee who wants to take time off for a personal obligation and make up the missed time may do so if 1) the employee gives his/her/their manager a written request, 2) the request is approved, 3) the time is made up within the same workweek, and 4) the makeup time does not result in the employee working over 8 hours in a workday. No overtime obligation will arise for such makeup time except for hours in excess of 8 hours in a day or 40 hours in a workweek.

## **15.7 Overtime**

Overtime pay is required by Fair Labor Standards Act (FLSA) and California Employment Law to compensate non exempt hourly employees who work more than a forty (40) hour work week or an eight ) hour work day ;

Overtime shall be paid as outlined in Article 13 (Wages).

## **Article 16 - OFFICE WORKING CONDITIONS**

### **A. Health and Safety**

EBCHR shall provide a safe and healthful workplace for all employees working on site, including but not limited to the provision of sufficient working space with adequate lighting, ventilation, centralized heating and air conditioning, a functioning elevator, ergonomic standards as necessary, and ready access to a restroom(s), subject to the terms of the applicable EBCHR office lease. In the event that there is not adequate and functioning heating and air conditioning in the office as needed to provide reasonable comfort consistent with industry standards for an office environment, employees will be permitted to work remotely with notice provided to their supervisor. In the event that there is not a functioning elevator providing access to the office, employees who are unable to access the office via the stairs will be permitted to work remotely with notice provided to their supervisor.

EBCHR shall also maintain best-practices to ensure reasonable mitigation of the transmission of COVID- 19, and other communicable illnesses. These best practices will include, but not be limited to, organizational COVID protocols, dated June 4, 2023 or as updated. Detailed in full in the COVID protocols, these safety measures will include reporting requirements with respect to COVID-19 symptoms and exposures.

Per the CDC, COVID-19 vaccination is recommended for all adults. Staff, contractors, interns, volunteers, and guests exhibiting any symptoms of COVID-19, as defined by the CDC, will not enter the office or attend in-person work events. Any changes to EBCHR's COVID protocols will be discussed in labor management committee meetings.

### **B. Adequate Office Space**

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

## **Article 17 - Benefits**

EBCHR recognizes the importance of equitable, comprehensive healthcare and the barriers many communities experience in accessing affirming care. The organization is committed to fostering equity, inclusivity, and respect for all employees, while supporting access to culturally competent and affirming healthcare services to the extent possible within EBCHR's financial ability and benefit design.

EBCHR covers 100% of employee [50% of dependant premiums](#) for health and vision, dental, and chiropractic / acupuncture insurance. Spouses and domestic partners may be added with the full cost being paid by the employee and deducted from their paychecks.

### **17.1 Eligibility**

Eligible employees mean all regular EBCHR employees who work half-time or more. [half time is equal to no less than 25 hours a week](#). Eligible family members mean legal spouse, registered domestic partners, and children from birth to the end of the month in which the dependent children reach age twenty-six (26). An adopted child, step-child, a child living with an employee in a parent-child relationship who is economically dependent upon the employee.

Coverage starts the 1st of the month, after the employee's date of hire.

### **17.2. Health/Vision**

EBCHR's current healthcare provider is Kaiser Permanente which provides HMO (Health Maintenance Organization) health and vision insurance.

EBCHR covers 100% of employee premiums for health, vision, dental, and chiropractic / acupuncture insurance. The organization will contribute 50% of dependent premium costs. Employees are responsible for the remaining 50%, deducted from paychecks on a pre-tax basis where applicable. Plan contribution levels are subject to annual budget review and may be adjusted according to the organization's financial condition.

EBCHR may review and evaluate health and vision offerings annually as part of the organization's overall benefits assessment. The Executive Director and Board of Directors retain discretion to modify plan design, carriers, or coverage levels based on cost, utilization, and sustainability, consistent with legal bargaining obligations.

### **17.3. Dental**

EBCHR's current dental insurance is through Delta Dental, which provides PPO (Preferred [Provider](#) Organization) coverage.

EBCHR will continue to make reasonable efforts to provide affordable dental coverage that balances employee needs with responsible fiscal management.

EBCHR covers 100% of employee dental premiums and 50% of dependent premiums, subject to annual budget review and available funding.

Dental plan reviews will occur as part of EBCHR's annual benefits review process at management's discretion.

#### **17.4. Chiropractic/Acupuncture**

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

Coverage levels and dependent-premium contributions (50%) follow the same cost-sharing structure as other health benefits and are subject to change based on utilization and available resources.

#### **17.5 Retirement**

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

#### **17.6 Flexible Spending Accounts**

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

EBCHR will provide updates on health-insurance plans during regular Labor-Management Committee (LMC) meetings as appropriate, not to exceed one annual dedicated review.

Management will review insurance renewals annually and may elect to continue, modify, or rebid plans at its discretion, ensuring cost control and benefit continuity.

EBCHR will continue to assess insurance options that best serve employees while maintaining fiscal responsibility and sustainability.

#### **17.8 Plan and TPA Changes**

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

#### **17.9 Plan Documents**

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

## **Article 18 - PAID HOLIDAYS**

EBCHR offers paid holidays, floating holidays, and time off for birthdays to provide rest and an opportunity to observe national and cultural celebrations with family and community members.

### **18.1 Eligibility**

Full-time employees are eligible for paid holidays. Part-time employees are eligible for paid holidays up to the hours they would normally work if the holiday falls on their regularly scheduled workday. Contractors, temporary hires, and interns are not eligible for paid holidays.

### **18.2 Holidays Observed**

- New Year's Day (January 1st)
- Martin Luther King's Day (third Monday in January)
- Presidents' Day (third Monday in February)
- Farmworkers Day (March 31st)
- Memorial Day (last Monday in May)
- Juneteenth Day (June 19th)
- Independence Day (July 4th)
- Labor Day (first Monday in September)
- Indigenous Peoples Day (second Monday in October)
- Transgender Day of Remembrance (November 20)
- Thanksgiving, and Day after Thanksgiving (fourth Thursday in November)
- Christmas Day (December 25)
- Employee's Birthday
- Two (2) floating holidays of employee's choice.

If a holiday occurs on a Saturday, usually the holiday will be observed on the preceding Friday. If a holiday occurs on a Sunday, usually the holiday will be observed on the following Monday. Floating Holidays and Employees' Birthday do not roll over year to year and must be used within the current calendar year.

### **18.3 Office Closures**

In addition, EBCHR will be closed for summer Fridays and at least two (2) full weeks for winter break. Dates may vary according to the annual calendar.

The organization will notify all staff by February 1<sup>st</sup> of the office closures for the annual summer and winter.

### **18.4 Holidays and Paid Time Off**

If a designated holiday falls during an employees approved paid time off (PTO), the day will be recorded and paid as a holiday, and the employee's PTO balance will not be reduced.

## **Article 19 – VACATION**

## **Article 19 - VACATION**

Vacation is paid time off (PTO) that employees earn over time and can be used for leisure, personal reasons, rest and relaxation, and to improve their overall well-being without losing pay.

### **19.1 Eligibility**

All regular, full-time employees are eligible for vacation accrual. Employees classified as contractors, interns, or temporary staff are not eligible for vacation benefits. Part-time employees accrue vacation on a pro-rata basis, in proportion to their hours worked per pay period.

### **19.2 Accrual Rates**

Eligible employees shall accrue vacation hours according to the following schedule:

1	10 days per year and 4 hours per pay period
2	12 days per year and 4.8 hours per pay period
3+	15 days per year and 6 hours per pay period

Vacation time may be used as soon as it is earned.

### **19.3 Accrual Maximum and Carryover**

Employees may accrue a maximum of 192 hours. Once the maximum vacation hours accrual is reached, no additional vacation benefit shall be earned until the balance drops below 192 hours.

Employees may carry over any earned and unused vacation hours year-to-year.

### **19.4 Time Off Request**

Vacation requests must be submitted through EBCHR's Human Resources Information System (HRIS) and require supervisor approval. Requests must be timely and consider operational needs.

For vacation requests exceeding five (5) consecutive days, a minimum of thirty (30) calendar days' notice is required.

Departmental needs and staffing requirements take priority; approval of vacation requests does not guarantee that requested dates can be taken as submitted. Employees may be asked to adjust dates to meet operational requirements.

Pay in lieu of time off is not permitted. Vacation hours will not be paid out or converted to earnings to any employee during their employment.

### **19.5 Non-accrual Leave Periods**

Employees do not accumulate vacation hours while on unpaid leaves of absence.

Vacation **does not** accrue during:

- Sabbatical leave programs,
- Unpaid leaves of absence, or
- Any other periods where the employee is not actively working and receiving pay.

### **19.6 Accrued Vacation Payout**

Earned vacation cannot be forfeited and must be paid upon voluntary or involuntary termination. Employees who are separating from the organization will have their vacation accrual prorated depending on the last day worked within their final pay period and will receive the cash value of any unused, accrued vacation at the time of termination.

## **Article 20 - SICK LEAVE**

Sick leave is paid time off (PTO) that employees earn over time and use when physically or mentally unable to perform their duties and responsibilities due to a personal health need or to care for a family member or designated person with a health need without losing pay.

Employees who identify as victims of violence can also use sick leave to obtain relief or services if they or a family member are victims of domestic violence, sexual assault, stalking, or other forms of harm.

### **20.1 Eligibility**

All regular, full-time and part-time employees are eligible for sick leave accrual. Employees classified as contractors, interns, or temporary staff are not eligible for sick leave benefits.

### **20.2 Accrual Rates**

Eligible employees shall accrue sick leave hours according to the following schedule:

0	1 hour of sick for every 20 hours worked, $104 \div 24 = 4.33$ hours per pay period
---	--

Eligible employees accrue **1 hour of sick leave for every 20 hours worked.**

Based on a full-time schedule (2,080 hours/year), this accrual rate equates to approximately 104 hours per year (or 13 eight-hour workdays).

Sick leave is available for use immediately as it is accrued.

### **20.3 Accrual Maximum and Carryover**

Employees may accrue a maximum of 200 hours. Once the maximum sick leave hours accrual is reached, no additional sick leave benefit shall be earned until the balance drops below 200 hours. Employees may carry over any earned and unused sick leave hours year-to-year up to the maximum of 200 hours.

### **20.4 Time Off Request**

Any employee needing to use sick leave must request time off in EBCR's human resources information system (HRIS) and inform supervisor.

### **20.5 Non-accrual Leave Periods**

Employees do not accumulate sick leave hours while on unpaid leaves of absence.

Sick leave does not accrue during:

- Sabbatical leave programs,
- Unpaid leaves of absence, or
- Any other periods when the employee is not actively working and receiving pay.

### **20.6 Sick Leave Donation**

Employees may donate sick leave to another employee to help them cover an unforeseen illness per the Ella Baker Center Sick Leave Donation Policy.

### **20.7 Accrued Sick Leave Payout**

Employees who are separating from the organization cannot donate their sick leave and will not receive a payout of unused sick leave hours upon voluntary or involuntary termination.

## **Article 21 - Leaves in General and Sabbatical Leaves**

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

### **21.1 Sabbatical Leave Program**

***New August 2024 Sabbatical Policy Draft***

***To go into effect January 1st, 2026***

***EBC SABBATICAL LEAVE PROGRAM/POLICY***

*Effective organizations are guided and sustained by creative, committed, and dependable people. The Ella Baker Center Sabbatical Leave Program, instituted by the Board of Directors, recognized that leaders need time to think, rest, reflect, and rejuvenate if they are to keep their organizations and programs at the forefront of social change. To create opportunities to replenish the stores of energy and inspiration for our organization's committed staff, EBC offers the Sabbatical Leave Program as a benefit.*

*A regular full-time employee will be eligible for a sabbatical of up to twelve (12) weeks of sabbatical leave after completing five (5) consecutive years of full-time employment. The*

*The sabbatical leave program will offer paid leave for a minimum of (3) weeks to a maximum of (12) weeks, the conversion of 12 weeks follows EDD standards and is equal to 480 hours.*

*However, **Sabbatical scheduling is excluded from office closures.** During this time, employees will not have any work responsibilities for EBC. Upon return from a sabbatical, EBC will reinstate the employee to the same position that the employee held before the leave began.*

*The intention of a sabbatical is to recharge and return to work rested and refreshed. All employees are asked to commit to remaining on staff at EBC for one full year following their sabbatical. Employees are eligible to take sabbatical leave after completing 5 consecutive years of employment. However, Sabbaticals must be taken 5 years apart regardless of time worked. Employees who remain at EBC for 10 or more years may not take their next sabbatical before the completion of 5 years have passed since the start date of their last sabbatical.*

*Staff may be asked to delay their sabbatical due to organizational or departmental needs. If a supervisor, department director, or the Executive Director requests the delay, the eligibility date for the next sabbatical will be based on the initial eligibility date for the first sabbatical. However, if staff members choose to delay their sabbatical for personal reasons, the start date for their next sabbatical will also be delayed. Additionally, staff must take their sabbatical within one year of becoming eligible to retain the benefit.*

*Further, eligibility does not guarantee that sabbatical scheduling will align exactly with the date(s) staff become eligible. Additionally, employees cannot extend the twelve (12) weeks of sabbatical leave by using accrued vacation or any other leave during the fiscal year in which they are taking their sabbatical.*

### **Requesting Sabbatical**

*Employees requesting sabbatical leave must submit a Sabbatical Leave Application to their supervisor and the HR/Operations Manager at least six (6) months in advance of the proposed starting date. The date of such leave must be mutually agreed upon by the employee and EBC, but the employee's request will not be unreasonably denied. If an employee has significant performance or disciplinary issues, the supervisor, department head, or executive director may deny the sabbatical leave request. Management may require employees to adjust the timing of their sabbatical leave to ensure adequate staffing to meet organizational needs. It is unlikely that two employees from the same work area or team will be granted a sabbatical during the same calendar year. These decisions will be based on the needs of EBC as an organization and the needs of the staff members home department. Prior to the sabbatical, the employee and their supervisor must devise an operational work plan during the employee's absence that must be approved by HR, the department director, and the Executive Director.*

### **Sabbatical Eligibility Adjustment for Extended Leave**

*If an employee has been on any type of leave (e.g., medical, personal, parental) for a period of 30 consecutive calendar days or more, the employee's eligibility for a sabbatical will be adjusted. The eligibility date for their sabbatical leave will be extended to align with the new return-to-work date, effectively resetting the five (5) consecutive years of full-time employment requirement based on the adjusted timeline.*

*For example, if an employee has been on leave for 60 days, the eligibility for the sabbatical leave would be calculated as if the employee's anniversary date were pushed forward by 60 days, thereby extending their eligibility period*

### **Benefits During Sabbatical**

*During the period of the paid Sabbatical leave, employees will not accrue vacation or sick leave*

benefits. However, employees will continue to receive health, life, disability, and dental benefits at EBC’s expense.

**Holidays and Office Closures**

Sabbatical scheduling is excluded from office closures. This means your Sabbatical hours will include and count all office closures such as Winter Break Closures, or other nonuniformed breaks or office closures such as Summer Fridays. Traditional Holidays will count as Saturday/Sunday office closures.

**Returning from Sabbatical**

When the leave is granted, an end date will be set, and the employee must return to work on that date. If the employee returns earlier, no additional days will be granted, and any unused sabbatical time cannot be banked or carried over.

The layoff and recall provisions of this Agreement shall apply to permanent employees on sabbatical leave.

The eligible employee must submit the attached Sabbatical Leave Application to their Supervisor, Executive Director, and/or EBC Board of Directors. In addition, the supervisor and the employee must also devise and approve an operational work plan during the employee’s absence. Please note that EBC’s Board of Directors reserves the right to change or suspend the sabbatical leave program at any time. *Sabbatical leaves are at the discretion of the Executive Director who may approve a leave for special circumstances where the employee may not meet exact requirements.*

*Ella Baker Center for Human Rights*  
**SABBATICAL LEAVE APPLICATION**

**PLEASE COMPLETE THE ATTACHED REQUEST FORM, INCLUDING THE SUPERVISOR SECTION. ONCE FINISHED, SUBMIT THE APPLICATION TO THE EXECUTIVE DIRECTOR AND DEPUTY DIRECTOR.**

Name \_\_\_\_\_

Date \_\_\_\_\_

Department \_\_\_\_\_

Years of Continuous Full-Time Service at EBC \_\_\_\_\_

I wish to apply for sabbatical leave from: \_\_\_\_\_

Applicant Name: \_\_\_\_\_

Applicant Signature: \_\_\_\_\_

Supervisor Approval: \_\_\_\_\_

Executive Director/Deputy Director Approval: \_\_\_\_\_

Executive Director/Deputy Director Denial: \_\_\_\_\_

Board of Directors Approval: \_\_\_\_\_

Board of Directors Denial: \_\_\_\_\_

**21.2 Bereavement Leave**

An employee is eligible for 40 hours of paid bereavement leave if they have been employed for at least 30 days prior to the beginning of the leave. EBCHR understands that immediate family extends beyond traditional definitions, and EBCHR embraces the diversity of relationships and connections that make up employees' lives. EBCHR acknowledges and respects that chosen family can play an equally important role in one's life. Therefore, this policy includes any person whose association with the employee is similar to any of the immediate family relationships. Immediate family includes the following relatives of the staff member and their spouse or partner: parent, sibling, child (including a child lost to miscarriage), grandparents, aunt, or uncle. (Government Code Section 12945.7 (a)(1)(3)) defines a qualifying family member as a spouse, child, parent, sibling, grandparent, grandchild, domestic partner or parent-in-law as defined in the California Family Rights Act. All eligible employees can use bereavement leave for a qualifying occurrence.

## **A. Timing of Leave**

The days of bereavement leave do not have to be taken consecutively; leave can be intermittent. However, the employee must complete the bereavement leave within one (1) calendar year of the date of the loved one's death. (Government Code Section 12945.7 (c)(d)).

## **B. Documentation Required**

EBCHR can request that an employee seeking bereavement leave provide documentation to support the leave. Documentation may include: death certificate, published obituary, or written verification of death, burial or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency.

If documentation is requested, an employee must provide it to their employer within sixty (60) days of the first day of leave. If this is not possible, the employee can request an extension of thirty (30) days. Any documentation provided by an employee must be kept confidential and cannot be disclosed except to internal personnel, legal counsel, or as required by law. (Government Code Section 12945.7 (f)(i)).

## **C. Payment for Leave**

After the 40 hours of paid bereavement leave have been used, an employee is entitled to use vacation accrued and available sick leave time that is otherwise available to the employee.

## **D. Anti-Discrimination Requirements**

The bereavement leave law prohibits discrimination, interference or retaliation relating to an individual's exercise of rights to bereavement leave. (Government Code Section 12945.7 (g)(h)).

Additional, unpaid bereavement time is allowed but must be approved by the Executive Director.

EBCHR deeply values and shares the commitment to supporting staff directly impacted by incarceration, as well as those assisting loved ones through the reentry process. EBCHR recognizes that the first year after release can present significant challenges, including mandatory classes, legal obligations, check-ins, and other reentry requirements that demand both time and flexibility.

EBCHR will provide eligible employees the option to take [up to 40 hours of](#) unpaid reentry leave to attend to reentry-related matters for themselves or a loved one. To attend to reentry-related matters for themselves or a loved one.

### **21.3 Unpaid Reentry Leave:**

This leave may be used within one (1) year of release, either for own's own reentry process or to support the reentry of a loved one.

Eligible employees include all full-time and part-time staff.

Unpaid reentry leave may be taken in full or in partial increments, based on individual needs and in coordination with the employee's supervisor and the Human Resources Department.

Employees requesting reentry leave must submit a written request to the Director of Human Resources. Documentation may be requested to confirm eligibility or need.

EBCHR will make reasonable efforts to accommodate reentry-related scheduling needs and uphold flexibility for employees during this period.

This approach recognizes both the importance of time and support during reentry and the organization's current financial capacity. By offering unpaid reentry leave, EBCHR aims to provide flexibility and job security to staff

navigating this critical period, while maintaining the fiscal sustainability necessary to uphold equitable benefits across the organization

#### **21.4 All Other Leaves**

For all other legally required leaves not included in this article please refer to the employee handbook.

### **Article 22 - REMOTE WORK / TELECOMMUTING**

EBCHR will allow hybrid work / telecommuting for all employees. Employees may work remotely at minimum two to three days a week except for instances that require more days in person and as needed for special events.

EBCHR will note what the hybrid work policy is in every employee's job description prior to their hire or their acceptance of a new role within the organization. Employees will require the permission from their supervisor before exercising a telecommuting option and will communicate days they will be working 'in person.' Employees must follow all processes and procedures related to safety, data security and remote work.

EBCHR agrees to provide advance written notice of at least 2 working weeks to CWA of any exceptions to this policy for current or new bargaining unit employees and any changes in these processes, procedures, and related forms.

### **Article 23 - PROFESSIONAL DEVELOPMENT**

Union and EBCHR share a commitment to fostering professional growth and collective impact. By cultivating a culture of continuous learning, reflection, and support, EBCHR strengthens organizational adaptability, resilience, and shared leadership. EBCHR will support equitable access to professional development opportunities that enhance skills, confidence, and readiness for future roles within EBCHR and across the broader movement for justice as organizational priorities and resources allow.

EBCHR's commitment to employee professional development will be through a variety of strategies including but not limited to:

1. Sharing relevant opportunities for growth.
2. Providing coaching, feedback, and guidance through supervision.
3. Considering staff participation in professional conferences and trainings as resources and organizational priorities allow

Employees are encouraged to pursue professional development opportunities beyond those offered by the organization. Such opportunities should be discussed in consultation with and approved by their supervisor to ensure individual growth goals and alignment with organizational priorities. Any professional development activities employees participate in-whether internal or external-will be included in and accounted for within their work plans to support integration of

new skills and learning. All requests for professional development resources, will be considered based on relevance, budget availability and organizational priorities.

To support this, professional development opportunities may include, but are not limited to:

- a. Programmatic fees for approved programs and trainings
- b. Travel lodging when associated with approved professional development
- c. Release time with pay, when participation occurs during work hours.
- d. Flexible working hours, when feasible, to support participation in learning opportunities

### **23.2 Feedback**

Supervision and feedback support the overall productivity of each EBCHR team and departments, as well as employees' professional development.

At the start of employment and throughout the employer-employee relationship, all bargaining unit employees will be given the opportunity to have regular check-in with their supervisor on a weekly, bi-weekly, or monthly, bi-monthly basis, depending on the need.. During that time the employee and the supervisor are encouraged to give constructive feedback, support for their skill development, thoughtful discussion around gaps identified in the annual evaluation and provide opportunities for ongoing training, and positive reinforcement. Goals may be reevaluated or adjusted as needed to align with departmental or organizational priorities and capacity.

### **23.3. Training and Resources**

EBCHR provides opportunities for internal and external training to support staff development and organizational effectiveness. The types of training offered include but are not limited to onboarding, leadership development, compliance, health and safety, and role- or department-specific learning, as determined by organizational needs and resources.

All new bargaining unit employees are required to attend EBCHR's new hire orientation which includes training on the organization's mission, history and personnel policies and procedures as paid work time. On-boarding will be thoughtfully and intentionally tailored to the position, specifying the actions and approaches expected to achieve satisfactory performance, and ensuring a smooth transition into the new employee's role.

Within thirty (30) days of an employee's start date, CWA will have the ability to meet with new employees for up to one (1) hour on paid work time in order to orient them to the Union and this Agreement, scheduled at a mutually convenient time, and are subject to operational needs and supervisory approval.

### **23.4 Continuing Education**

EBCHR encourages employees who wish to pursue higher education to discuss their goals with their supervisor to explore options for balancing coursework and work responsibilities. Requests for schedule adjustments or time off related to classes must be submitted in writing and

preapproved before the start of the semester, or at least 90 days prior to the first day of class, whichever comes first. Such requests must not conflict with essential job duties or operational needs. In accordance with EBCHR policy, employees are paid for hours worked only; unpaid time off may be considered to accommodate class schedules when feasible and approved in advance.

## **Article 24 - EMPLOYEE SELECTION**

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

### **A. Job Posting**

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

### **B. Ad Hoc Hiring Committee**

When a new position is created, EBCHR will establish an ad hoc hiring committee, which will involve both EBCHR management and a current EBCHR staff member in the CWA bargaining unit. The ad hoc hiring committee will review the EBCHR job description(s) for the bargaining unit position(s), which shall be prepared by and remain the sole responsibility of EBCHR, subject only to customary collective bargaining obligations.

Members of the hiring committee will jointly interview applicants and will offer recommendations as to the best qualified candidate. The members of the ad hoc hiring committee will be provided with copies of (or links to) the pre-employment inquiry guidelines issued by the federal Equal Employment Opportunity

Commission ("EEOC") and the equivalent issued by the California Civil Rights Department (CRD), which they shall review prior to any applicant contact and / or interviews.

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

## **Article 25 - PERFORMANCE EVALUATION**

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

The first ninety calendar days (90) of employment will be the CWA INTRODUCTORY PERIOD for all bargaining unit employees. This period can be extended by mutual written agreement of the Union and EBCHR. The job performance of bargaining unit employees generally will be reviewed formally by the employee's supervisor once each year. The first evaluation for new employees will be given during the employee's CWA Introductory Period (approximately at the midpoint of

the CWA Introductory Period) and if the employee successfully concludes the CWA Introductory Period then annually thereafter.

Performance evaluations are to be written. They shall include an evaluation by the supervisor of employee effectiveness as well as a self-evaluation written by the employee. A copy of completed evaluations will be given to the employee and their supervisor, and the original will be submitted to EBCHR's Director of Human Resources or authorized designee for review. After review, a copy of the supervisor's formal evaluation shall be kept in the employee's personnel file along with the employee's self-evaluation.

Employees shall receive a minimum of two (2) weeks' advance notice of the evaluation window, i.e., the period during which the supervisor anticipates completing and presenting the employee's evaluation, which will coincide with the employee's completion of their self-evaluation. The format for all bargaining unit employee evaluations will be determined by EBCHR with input from the Union. The substance of bargaining unit employees' annual or periodic performance evaluations shall not be subject to the Grievance / Problem Resolution Procedure of the CBA.

#### **B. Employee Review of Their Personnel File**

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

#### **C. Employee Review of Their Immediate Supervisor**

Every bargaining unit employee will have the opportunity to formally review their immediate supervisor at the same time as the employee's own evaluation is completed. This evaluation of their immediate supervisor will be submitted to said supervisor's own immediate supervisor and the EBCHR's Executive Director or an authorized designee. The employee's immediate supervisor will receive an anonymized copy of the employee's review of the supervisor during their annual evaluation. The formal supervisor review will be considered by the Director of Human Resources or authorized designee as a part of that supervisor's annual or periodic evaluation.

The format for such formal annual supervisor review will be mutually agreed upon by the Union and EBCHR; such agreement will not be unreasonably withheld. This review will take place concurrently with the employee's review by management. The formal supervisor review and related process as outlined above shall not be subject to the Grievance / Problem Resolution Procedure of the parties' Agreement.

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

## **Article 26 – Language Justice, Equity, and Cultural Intelligence**

### **26.1 Commitment**

EBCHR and the Union recognize language as a fundamental expression of identity and culture. Both parties share a commitment to promoting language justice in the workplace, ensuring that

all employees, interns, fellows, members, and volunteers, regardless of their primary language, are afforded equal access to information, participation, and discussion. Additionally, the organization acknowledges cultural intelligence is a fundamental ability for navigating diverse cultural environments and that culture has influence over language, such as, grammatical rules, vocabulary, syntax, colloquialisms, and structure which reflects individual community membership, values, beliefs, and social norms. EBCHR will commit to adhering to non-discrimination laws pertaining to language access, as outlined in the personnel handbook and state and federal statutes.

The organization believes it is important to create opportunities for staff to engage in learning and reflection around identity, power, civil rights, and how those dynamics can shape our experiences in the workplace and beyond. Therefore, organizational learning opportunities, training, convenings, and resources tailored toward a diverse cultural and linguistic audience will be available, when capacity, resources, and time allow, to ensure accessibility, cultural sensitivity, and inclusion.

To support this commitment to building and sustaining an equitable workplace:

EBCHR will implement safeguards to ensure all employees, interns, fellows, members, and volunteers experience dignity, belonging, and opportunity.

EBCHR shall assess organizational practices and where appropriate, collaborate with the Union to identify and address systemic inequities, including those rooted in race, class, gender, language, immigration status, ability, lived experience with the criminal punishment system.

Provide annual equity and inclusion trainings that are culturally responsive, trauma-informed, using accessible language and considering various levels of understanding as resources allow.

## **26.2 Staff & Member Language Access**

EBCHR and the Union agree that access to language justice resources is essential to maintaining an equitable and effective workplace. EBCHR will take reasonable steps to expand language access for staff, interns, fellows, members, and volunteers. This includes providing essential organizational materials in participants' preferred languages and at appropriate levels of understanding. Implementation will occur over time, as organizational capacity, infrastructure, and resources allow.

If a meeting is for "all staff" all staff will be invited to attend and participate regardless of language. EBCHR will not deny any employee the opportunity to participate in meetings, dialogues, or any other all-staff events that they would otherwise attend based on language access needs.

## **26.3 Event Language Access**

EBCHR will make reasonable effort to provide the following resources to support simultaneous interpretation when feasible and within available capacity :

- Appropriate equipment such as transmitters, microphones, receivers, and headsets when in person
- A second interpreter as required by law depending on the situations length, complexity and specific needs
- The Zoom interpretation feature and compatible devices, if applicable
- Written materials such as, including the agenda, presentations, and any texts provided for prior review, in both/all languages as resources and timeline allows

EBCHR will make reasonable efforts to schedule ample time before a meeting or presentation to allow for necessary device setup and testing, and for the interpreters to familiarize themselves with the setup. The space (or Zoom) will be arranged, when feasible, to allow folks to sit anywhere, regardless of language, and for visible and easy access for the interpreting equipment. An invitation to use the equipment or Zoom feature should be made to everyone who benefit from interpretation not only those who do not speak the dominant language.

## **Article 27 - PROGRESSIVE DISCIPLINARY PROCEDURE**

When dealing with job-related behavior and issues that do not meet performance standards, EBCHR will use progressive discipline as a process of assisting the employee to understand that a performance problem or opportunity for improvement exists. Unless otherwise specified, performance standards are to be relayed to all staff in writing at the beginning of employment and/or a new role.

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

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

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

### **1. Employee Counseling**

The employee will be counseled by their supervisor following a persistent concern, issue, or deficiency through informal steps, which may include:

- Timely and constructive feedback to address issues as they arise in a respectful manner.

- Clarifying expectations as it pertains to job duties, timelines, or workplace norms..
- Humanizing and supportive methods to improve employee performance and behavior issues

This will be done in an effort to eliminate possible misunderstandings and to clarify what constitutes good performance. The supervisor will collaborate with the employee to develop a solution to improve performance to the appropriate level.

## **2. Verbal and Documented Verbal Warnings**

Only after the stage of employee counseling, if employee performance has not improved, will the supervisor progress to the stage of verbal and documented warnings. Verbal warnings, if documented, will be presented to the employee by their supervisor. The employee is explicitly informed of the unacceptable performance or behavior issue and given specific work-related examples in writing.

## **3. Written Warnings**

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

Employees on written warnings are not eligible for promotions, unless specifically approved by the Executive Director.

## **4. Suspension**

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

## **5. Termination**

In cases of serious misconduct, immediate rather than progressive corrective action may be taken. Termination can result from a serious single issue, or it can be the final step in a process to correct a series of minor to moderate offenses, infractions, or deficiencies. It can also occur as the result of ongoing conduct that is inconsistent with EBCHR policy.

## **Article 28 - GRIEVANCE / PROBLEM RESOLUTION PROCEDURE**

EBCHR and the Union agree that timely interaction with one another on workplace issues can eliminate the cause for most grievances. While EBCHR maintains the right and responsibility to

make decisions which affect the organization, the parties will endeavor to jointly evaluate and plan proposed actions that affect employees, the Union, and the organization within the context of the parties' labor-management relationship and this CBA.

#### **A. Request for Union Representation**

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

At any meeting between an EBCHR management representative and an employee in which a formal level of discipline may be imposed, or in an investigatory interview where the employee may have a reasonable basis to expect that disciplinary action may result, a Union representative shall be present, if the employee requests such Union representation. To the extent practicable, the employee will be informed in advance by EBCHR management of the subject of any meeting involving any level of discipline or any investigatory interview that may result in any for level of discipline. The Union representative and the employee shall be allowed at least two (2) business days to consult prior to the meeting, if requested by the employee and / or Union.

#### **B. Communication and Problem Solving**

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

#### **C. Proactive Employee Performance Intervention**

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

#### **D. Union Presentation of Problems / Grievances**

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

calendar days from the first occurrence of the action (or omission) or within thirty (30) calendar days from the date of discovery.

### **E. Grievance Procedure - Step One**

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

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

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

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

### **F. Grievance Procedure – Step Two**

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

Step II Grievances will be processed as follows:

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

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

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

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

### **G. Sharing Information**

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

### **H. Arbitration Procedures**

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

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

A panel (a.k.a. list) of arbitrators will be requested by mutual agreement of the parties for hearing arbitration cases. Upon receipt of the Union's timely written intent to arbitrate, the case will be assigned to an available arbitrator. The parties agree that they will obtain a list of labor arbitrators from the American Arbitration Association (AAA), Federal Mediation and Conciliation Service (FMCS), or the California State Mediation and Conciliation Service (CSMCS). If an arbitrator notifies the parties that they are unable to accept a case, the case will be referred to the next arbitrator. If the next arbitrator cannot provide a hearing date within the six (6) month time frame, the parties shall proceed through the remaining arbitrators, in order of appearance, until a hearing date can be scheduled ideally within the six (6) month timeframe of this section.

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

If the parties cannot agree on a proposed hearing date, then the Arbitrator selected by their mutual agreement shall be empowered to schedule the opening date for hearing within the six (6) month timeframe outlined above.

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

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

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

### **I. Dismissals**

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

### **J. Timelines**

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

## **Article 29 - UNION SECURITY**

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

Each employee who is a member of the bargaining unit on or before the effective date of this Agreement and who on the effective date of this Agreement was not required as a condition of employment to pay or tender to the Union amounts equal to the periodic dues applicable to members shall, as a condition of continued employment, pay or tender to the Union amounts

equal to the periodic dues applicable to members for the period beginning thirty (30) calendar days after the effective date of this Agreement, until the termination of this Agreement.

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

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

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

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

#### **A. Payroll Deduction of Union Dues**

EBCHR agrees to make deductions of proportionate amounts of monthly Union membership dues or amounts equal to Union membership dues, including assessments, authorized arrearages (a.k.a. back dues and fees), and initiation fees, hereinafter referred to collectively as "dues" from the pay of an employee, upon receipt of a dues deduction authorization card or form, signed by such employee, each payroll period, and to pay over to the Union the amounts thus deducted no later than ten (10) days after the end of the preceding month during which deductions were made. Dues deductions will begin as soon as possible after receipt of the signed authorization card or form in accordance with the EBCHR's normal payroll procedures.

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

When an employee is granted a leave of absence, any authorization for deduction of dues shall be automatically suspended. Such suspended authorizations shall be automatically resumed when an individual on leave is returned to the payroll.

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

The rate or amount of the dues deduction for all members, for any job title and wage classification may be changed by the Union notifying EBCHR in writing of the dues change. Following formal notice from the Union, such change in dues rate or amount will be deducted employees' future wage payments in accordance with EBCHR's regular payroll practice.

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

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

#### **B. Indemnification of EBCHR**

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

### **Article 30 - COMPLETE AGREEMENT**

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

### **Article 31 - MODIFICATION**

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

### **Article 32 - SAVINGS, NO DEROGATIONS**

If any provision of this Agreement is determined to be illegal or invalid as the result of any applicable local, state, or federal law, only that provision of this Agreement will be ineffective. In that event, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of replacing the affected article or section.

Such invalidity will not impair the validity or enforceability of the remaining provisions of this Agreement.

