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COLLECTIVE BARGAINING AGREEMENT

September 11, 2026

CENTER *for* BIOLOGICAL DIVERSITY

WORKERS *for* BIOLOGICAL DIVERSITY
COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

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Table of Contents

PREAMBLE 1
ARTICLE 1 – UNION RECOGNITION 1
ARTICLE 2 – MANAGEMENT RIGHTS 1
ARTICLE 3 – ATTORNEY OBLIGATIONS 2
ARTICLE 4 – LOCAL, STATE, OR FEDERAL LAW 2
ARTICLE 5 – UNION SECURITY, DUES DEDUCTION, AND UNION REPRESENTATION 3
ARTICLE 6 – NON-DISCRIMINATION 5
ARTICLE 7 – RESPONSIBLE UNION AND EMPLOYER RELATIONSHIP 5
ARTICLE 8 – GRIEVANCE PROCEDURE 6
ARTICLE 9 – ARBITRATION 7
ARTICLE 10 – NO STRIKE, NO LOCKOUT 8
ARTICLE 11 – JOINT LABOR MANAGEMENT COMMITTEE 8
ARTICLE 12 – JUSTICE, EQUITY, DIVERSITY, ACCESSIBILITY AND INCLUSION 9
ARTICLE 13 – SAFETY AND HEALTH 10
ARTICLE 14 – BULLETIN BOARDS 11
ARTICLE 15 – FLEXIBLE WORK LOCATION/ TELEWORK 12
ARTICLE 16 – WORKING HOURS, SCHEDULING, MEAL PERIODS AND REST BREAKS 13
ARTICLE 17 – OVERTIME 15
ARTICLE 18 – JOB TITLES AND CLASSIFICATIONS 15
ARTICLE 19 – WAGES 15
ARTICLE 20 – FILLING OF VACANCIES AND PROMOTIONS 17
ARTICLE 21 – PROBATIONARY PERIOD 19
ARTICLE 22 – IMMIGRANT WORKERS 20
ARTICLE 23 – PERFORMANCE EVALUATIONS 22
ARTICLE 24 – JUST CAUSE/PROGRESSIVE DISCIPLINE 23
ARTICLE 25 – PERSONNEL RECORDS 23
ARTICLE 26 – PERFORMANCE IMPROVEMENT PLANS 24
ARTICLE 27 – TRAINING AND PROFESSIONAL DEVELOPMENT 25
ARTICLE 28 – HOLIDAYS AND PERSONAL DAYS 26

Docusign Envelope ID: 7613ECB6-0155-80D6-80BC-AC1A385E208A

ARTICLE 29 – VACATIONS 26
ARTICLE 31 – PERSONAL LEAVE(S) 29
ARTICLE 32 – CIVIC OBLIGATIONS 30
ARTICLE 33 – HEALTH AND MEDICAL BENEFITS 30
ARTICLE 34 – RETIREMENT AND SAVINGS BENEFITS 32
ARTICLE 35 – LAYOFF AND SEVERANCE 33
ARTICLE 36 – SENIORITY/LENGTH OF SERVICE 34
ARTICLE 37 – DURATION OF AGREEMENT 35
ARTICLE 38 – SUCCESSORSHIP 35
ARTICLE 39 – ENTIRE AGREEMENT 36
APPENDIX A – JOB TITLES, CLASSIFICAITONS AND PAYSCALES 36

Docusign Envelope ID: 7613ECB6-0155-80D6-80BC-AC1A385E208A

PREAMBLE

This Agreement represents the mutual understanding and commitment between the Employer, Center for Biological Diversity, and the Union, Workers for Biological Diversity/ Communications Workers of America Local 9415 (WBD/CWA), to foster a positive and collaborative working relationship. It provides a framework for advancing the mission and goals of the Center — saving life on Earth — with a work environment in which all employees thrive.

ARTICLE 1 – UNION RECOGNITION

The Center hereby recognizes the Union as the exclusive collective bargaining representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for all its employees in the collective bargaining unit defined as follows: The recognized Bargaining Unit covered by this Agreement shall consist of all full-time and regular part-time employees, excluding temporary employees, interns, fellows, supervisors, and confidential employees under the National Labor Relations Act (NLRA). The term “employee” as used in this Agreement means a bargaining unit employee unless otherwise specified.

ARTICLE 2 – MANAGEMENT RIGHTS

2.1. The Center has the right to direct the workforce and to determine the policies and methods of operating its business, except as expressly limited by specific provisions of this Agreement. Such management rights and authorities shall include, but not be limited to, the rights to: determine policies for conduct, procedures, standards, safety, and rules; determine the size, location, and composition of its workforce; select the employees it will hire; determine salaries, merit increases, and salary adjustments; determine benefits; maintain efficiency of employees; determine assignments of work; determine and alter job titles and descriptions; establish or revise work schedules; determine type and scope of work, workload, and performance standards; discipline or terminate employees for just cause; discontinue all or any part of its business operations; expand, reduce, alter, combine or transfer, promote, assign, or cease any job, department, program, or operation for business purposes; introduce new, different or improved methods and procedures in its operations; subcontract operations for the efficiency of the business; determine the number and type of equipment, material, products and supplies to be used or operated; oversee facilities, locations, equipment,

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and other property; otherwise generally manage the organization's business and take actions to fulfill the Center's mission. Any management decision not specifically limited in this Agreement shall be fully within the discretion of the Center.

2.2. Communication With Supervisors of Contract Terms. The Center shall communicate with supervisors about implementing this contract within two weeks of the contract's execution and thereafter provide it to any new supervisor.

ARTICLE 3 – ATTORNEY OBLIGATIONS

Nothing in this Agreement is intended or shall be interpreted to limit, interfere with, or constitute a waiver of the legal and ethical obligations applicable to employees who are attorneys. Such obligations include, but are not limited to, the obligation to comply with applicable Rules of Professional Conduct for any jurisdiction in which they may practice, including, but not limited to, the duty of loyalty to a client and avoidance of conflicts of interest, the duty of confidentiality, the protection of all applicable privileges, and the obligation to zealously represent the Center competently and diligently.

ARTICLE 4 – LOCAL, STATE, OR FEDERAL LAW

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

Docusign Envelope ID: 7613ECB6-0155-80D6-80BC-AC1A385E208A

ARTICLE 5 – UNION SECURITY, DUES DEDUCTION, AND UNION REPRESENTATION

5.1. Where not prohibited by state law, each employee employed on or before August 1st, 2023 shall, as a condition of employment, within 30 days be required to (1) become a member of the Union and pay union dues, or (2) pay a portion of union dues known as agency fees covering union representation, or (3) submit a statement of sincere conscientious objection to WBD/CWA affiliation to the Joint Labor Management Committee (JLMC) or to People Services which will forward it to the JLMC and pay an amount equivalent to agency fees into a fund held by the Center and dispersed annually as grants to environmental and social justice nonprofits selected by the JLMC. These funds will be tracked and presented in an annual report to the JLMC.

5.2. Where not prohibited by state or federal law, each employee hired after August 1st, 2023 shall, as a condition of employment, and within 30 days of the effective date, be required to (1) become a member of the Union and pay union dues, or (2) pay a portion of union dues known as agency fees covering union representation.

5.3. Notwithstanding the foregoing, nothing in this agreement limits employee rights under Section 19 of the NRLA and/or Title VII of the Civil Rights Act of 1964 to register as religious objectors to payment of union dues and fees.

5.4. The Center agrees to make collections of the standard Union dues or appropriate fees through payroll deduction from the employee’s pay. These deductions will be made during the term of the Collective Bargaining Agreement and thereafter unless and until CWA is no longer the collective bargaining representative for the unit employees. The deduction will start upon receipt of a voluntary written authorization form signed by the employee and delivered by the Union to the Center and will continue in effect until canceled in accordance with the terms of the authorization.

5.5. The Center also agrees to electronically remit the amounts so deducted to the designated representative of the Union on a monthly basis, not later than the 10th of the month following the month in which the deductions were made, and to furnish the Union a list of employees in the bargaining unit, including their name, title, classification, date of birth, seniority date, rate of pay, home address, personal email address and phone, status (whether on a leave of absence or active), amount of dues deducted (if any), and a unique identifier, such as a payroll number.

5.6. Deduction Procedures. Deduction shall be made from the employee’s salary or

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wages, sickness, or other benefit payments or paid time off payments as follows:

EMPLOYEE PAY DEDUCTIONS

Dues and fees will be deducted each pay period.

A. Deductions shall begin during the first payroll period in the month following receipt of a newly executed membership authorization card by the Center's payroll office, and provided there is sufficient pay available to cover the amount authorized after the following deductions have been made:

a. those required by law, and

b. those authorized in this Agreement for Health and Welfare Premiums, if applicable.

B. If the scheduled deduction for amounts equal to Union dues cannot be made in the period(s) specified above, such deduction(s) will be made during the consecutive payroll periods ending no later than the last payroll period in the following month.

C. "Payroll Deduction Authorizations" shall be suspended when an employee:

a. is transferred to a job that is not represented by the CWA,

b. goes on an unpaid Leave of Absence of more than one month, or

c. is removed from the payroll of the Center.

D. "Payroll Deduction Authorizations" suspended in accordance with the above provisions shall be reactivated on the first payroll period following the return of an employee to a job that is represented by the Union.

5.7. The Center shall bear the full cost of processing authorized payroll deduction of dues as set forth in this article, except that the Union agrees to supply dues deduction authorization cards in a form approved by the Center and the Union. The Center shall accept authorization forms submitted electronically with digital signatures.

5.8. In addition to any other paid or unpaid leave that may be permitted in this Agreement, the Center will accommodate requests from Union representatives to use up to five days of unpaid leave per calendar year for the purpose of attending meetings, classes, or training on Union activities. The cost of any such meetings, classes or training will be paid by the employee and/or the Union. A Union representative will not receive any loss of benefits for the unpaid leave taken.

5.9. Both the Union and the Center are committed to prioritizing regular, full-time employment and career path positions at the Center.

5.10. The Center shall allow a Union representative to initiate contact and be allowed no more than 60 minutes of Center paid time during the first two months of employment to meet with new employees either in-person or via video/phone call and/or to have the

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member review union material. The Union may send a new-employee packet via USPS or work email. The new-employee packet must be clearly marked as being from the Union.

5.11. For any employee who declines to join the Union or pay fees or dues, pursuant to Article 5.1, the Center agrees to cover the full costs of arbitration and other activities and expenditures for which the costs would otherwise be split evenly between the Center and the Union under the explicit terms of this Agreement.

ARTICLE 6 – NON-DISCRIMINATION

The Center and the Union agree that they will not discriminate against any employee covered by this Agreement because the employee possesses any status or characteristic protected by federal, state, or local law, including of such employee's race, color, religion, sex, age, national origin, marital status, sexual orientation, disability or gender identity and expression. Nothing in this Agreement shall be applied or interpreted to restrict the Center from taking such action as it deems necessary to fully comply with any federal, state, or local laws, statutes, ordinances, rules or other legal mandates.

ARTICLE 7 – RESPONSIBLE UNION AND EMPLOYER RELATIONSHIP

7.1. The Center and the Union recognize that it is in the best interest of both parties that all dealings continue to be characterized by mutual responsibility and respect. To ensure that this relationship continues and improves, the Center and the Union and their respective representatives, at all levels, will apply the terms of this Agreement fairly in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees in the unit.

7.2. The Center will inform the Union of the names of a point of contact for this collective bargaining agreement. The Union will inform the Center of the names of authorized representatives as point of contact, including stewards and local officers.

Docusign Envelope ID: 7613ECB6-0155-80D6-80BC-AC1A385E208A

ARTICLE 8 – GRIEVANCE PROCEDURE

8.1. Prospective grievances by employees or the Union shall first be taken up informally with Center management in an effort to resolve the matter. The Employee or the Union representative must raise concerns informally with the relevant supervisor, program director, and People Services in writing. The prospective grievance must clearly identify the specific contract provision violated. If the employee or Union is dissatisfied with the outcome, they may file a grievance if the issue at stake qualifies as such.

8.2. A grievance is defined as a written complaint by an employee or the Union alleging and describing a violation of one or more specific, named provisions of this Collective Bargaining Agreement, affecting terms and conditions of employment. The description must indicate the supervisor involved, describe the action being complained about, and explain how that action violated this agreement, and a proposed resolution on a form provided by the union. The description must also include the date and outcome of the prospective grievance.

8.3. In the event an employee or Union representative files a grievance, the parties agree to attempt to settle the grievance by the following steps:

> Step 1: The aggrieved employee and/or Union representative shall file the grievance with People Services within 20 business days of the event being grieved. People Services will contact the employee and/or Union representative within seven business days of receipt of the grievance to set a mutually agreeable meeting date. If the grieved action is a termination, the meeting will occur within 14 business days after the filing of the grievance.
>
> A decision in writing will be provided to the employee and Union involved within 10 business days after the meeting(s) unless mutually agreed otherwise. The decision must state whether this Agreement was violated, and if so, how. It must also specify the remedial actions, if any, that will be taken. If People Services fails to offer a meeting or provide a written response in the agreed upon timeframe, the grievance may be advanced to the second step at the employee or Union’s option.
>
> Step 2: If the decision of People Services is unsatisfactory to the employee or Union, the grievance may be appealed to the Executive Director or their designee in writing, within 15 business days after a decision at the first step. The appeal shall describe in detail why Step 1 either incorrectly found no contract violation or failed to adequately address a violation. The Executive Director shall contact the employee or Union representative within seven business days of receipt of the Step 1 appeal to set a mutually agreeable meeting date. If the

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grieved action is a termination, the meeting will occur within 14 business days after the filing of the appeal. The Executive Director will provide a decision in writing within 15 business days, after the meeting(s), unless mutually agreed otherwise.

8.4. An employee(s) and the employee representative(s) designated by the Union shall suffer no loss in pay for the time consumed in grievance meetings. If the Center determines that a grievance meeting will be in person, it will pay necessary travel costs for the employee.

8.5 A grievance filed beyond the deadline shall be barred and forfeited. Unless the parties agree in writing to extend the time periods herein, failure to meet time limitations shall waive the grievance. The Center, however, is encouraged to review and address the matter outside the grievance process.

8.6. It is the intent of this Grievance Process that grievances should be resolved at the lowest possible Step.

ARTICLE 9 – ARBITRATION

9.1. The preferred method for resolving complaints is the grievance procedure; thus, arbitration cases should be minimal.

9.2. Grievances unresolved by the grievance procedure in Article 8 may be referred to arbitration by the Union's written notice to the Center within 30 calendar days following the conclusion of the formal grievance process. Failure to meet the time limit shall constitute a waiver of the grievance; however, the time limits in this article may be extended by the parties' mutual agreement in writing.

9.3 The party desiring to arbitrate shall request that the American Arbitration Association provide a panel of seven names of impartial arbitrators. The arbitrator shall be selected from this panel by each party striking, in turn — one strike at a time — three names from the list of seven persons. A toss of the coin shall determine the first strike. The person remaining on the list after each party has exercised its strikes shall become the arbitrator, provided that nothing in this Section 9.3 prevents the parties from selecting an arbitrator by any other mutually agreed method in any given case.

9.4. The decision of the arbitrator shall be final and binding on the Center, the Union, and employee. The arbitrator shall have no authority to expand the grievance beyond the written submission presented by the parties for arbitration. The arbitrator shall only have the authority to determine whether a specific provision of this Agreement has been violated. The arbitrator shall not modify or disregard any provisions of this Agreement.

Docusign Envelope ID: 7613ECB6-0155-80D6-80BC-AC1A385E208A

In any award of back pay in a discharge case, the arbitrator may reduce such back pay by outside earnings and income from the date of discharge, including but not limited to unemployment insurance benefits and disability payments. The arbitrator shall be limited to making whole remedies and shall not have the power to levy punitive damages.

9.5. The cost of arbitration, including fees and expenses of the arbitrator, interpreters, transcripts (if transcripts are agreed upon), shall be shared equally by the Center and the Union.

9.6. Each party shall bear its own costs for any fees or expenses of its own attorneys, representatives, and witnesses. If the Union provides the Center with normally at least 60 days' advance notice, the Center shall allow unpaid time off during the arbitration hearing for the employee, Union witnesses, and/or Union representatives.

9.7. The arbitrator specifically shall have the right to determine whether a particular grievance is subject to the Article 8 Grievance Procedure or within their jurisdiction to decide.

ARTICLE 10 – NO STRIKE, NO LOCKOUT

The Union agrees that there shall not be any strike, sympathy strike, stoppage of work, slowdowns, boycotts, secondary boycotts, refusal to perform duties, or other interruption of work or interference with the Center's business during the term of this Agreement or any extension; and the Center agrees that there shall be no lockouts during the term of this Agreement or any extension. The Union further agrees that it will notify and direct employees engaged in any unauthorized action as set forth above in this Agreement to return to work immediately.

The union representative may request a no-work day to be in solidarity with another general strike to the Executive Director, and Center management will consider it.

ARTICLE 11 – JOINT LABOR MANAGEMENT COMMITTEE

11.1. A Joint Labor Management Committee (JLMC) will be created for the purpose of discussing terms and conditions of employment. The JLMC is a forum operating by consensus, intended for constructive labor-management relations and to enhance

Docusign Envelope ID: 7613ECB6-0155-80D6-80BC-AC1A385E208A

collaboration. The JLMC shall not have power to make decisions, bargain collectively, or modify this Agreement. The JLMC may discuss grievances, but it cannot substitute for the formal grievance and arbitration process. The JLMC creates space and time for the Center and the Union to communicate outside of contract negotiation periods. The JLMC shall be equally made up of no more than four representatives designated by the Center and no more than four representatives designated by the Union. The Center representative(s) will include the People Services Director or an appropriate designee. The committee members other than the co-chairpersons will serve terms of one year. The Union representative(s) will include a CWA Local 9415 officer or an appropriate designee. At least once per year, the Center's Executive Director and the CWA District 9 representative will be invited to participate in a JLMC meeting.

11.2. Employee representative(s) designated by the Union shall suffer no loss in pay for attending JLMC meetings. The JLMC will meet at least once per quarter or as otherwise mutually agreed by the parties. The meeting will not exceed two hours. The meeting agenda will be mutually agreed upon by both parties and may include working conditions and permissible topics for discussion. The meeting will be co-facilitated by the Union and the Center. Meeting agendas will be sent to Center employees prior to the meetings. These meetings may have both open and closed sessions. The open sessions may be recorded if agreed to by both parties so that all Center staff will have the opportunity to view these meetings. Discussions of the JLMC shall not modify this Agreement nor shall they constitute mid-term bargaining or be subject to the grievance and arbitration provisions of this Agreement. The JLMC may recommend that a Letter of Agreement or Memorandum of Agreement be negotiated by the Union and the Center to address issues/concerns.

ARTICLE 12 – JUSTICE, EQUITY, DIVERSITY, ACCESSIBILITY AND INCLUSION

12.1. Respect and Dignity. The parties agree that all staff should be treated with respect and dignity. The Union and the Center recognize their shared interest in building a relationship that is effective, constructive, and oriented toward problem-solving to ensure that the employer fulfills its mission and that employees are supported in bringing their creativity and energy to the work. To achieve this mutual aim, the Center and the Union agree to treat all employees with respect and dignity. The parties agree to uphold the guiding principles of equity and inclusion, transparency and accountability, courage and integrity, and collaboration and humility to ensure a just, equitable, diverse, accessible and inclusive workplace.

12.2 JEDAI Committee

Docusign Envelope ID: 7613ECB6-0155-80D6-80BC-AC1A385E208A

A. The Center will maintain its Justice Equity Diversity Accessibility and Inclusion (JEDAI) Committee focused on identifying, promoting and achieving JEDAI values, policies and outcomes for all staff. Per current practice, its membership will be chosen by the committee and the committee will make best efforts to include a 1:1 ratio of supervisory and non-supervisory staff.

B. Per its current practice, the JEDAI Committee will conduct regular staff education and training events, maintain an anonymous feedback system, produce an annual JEDAI survey and report, publish an occasional newsletter, update its strategic plan when it determines a need to do so, and report to staff annually on its activities.

C. The JEDAI committee will host both voluntary and mandatory events, but attendance at all events is voluntary for staff whose identity is the subject of the event.

D. The JEDAI committee will manage a fund that can be used to:

- Hire consultants to conduct workshops for staff
- Support affinity groups
- Provide support for staff to participate in internal and external JEDAI activities.

The annual email with the JEDAI Report will include a reminder that staff may request support and funding from the JEDAI Committee.

12.4. Affinity Groups

A. The Center will continue to support the formation of Affinity Groups organized by staff around shared characteristics or experiences. Affinity Groups may apply to the JEDAI Committee for funding.

B. The Center will allow Affinity Group members to meet during one paid work hour per month up to a maximum of three hours per month for people in multiple affinity groups.

ARTICLE 13 – SAFETY AND HEALTH

13.1. Safety and health are a mutual concern of the Center and the Union. It benefits all parties to have employees work in safe and healthful environments and for employees to perform their work safely and in the interests of their own health. The Center agrees to maintain a safe and healthy workplace for all employees. It is also necessary to promote a better understanding and acceptance of the principles of safety and health on the part of all employees, in order to provide for their own safety and health and that of their fellow employees and the general public.

13.2. To achieve the above principles, the Center and the Union agree that the JLMC

Docusign Envelope ID: 7613ECB6-0155-80D6-80BC-AC1A385E208A

will be charged with the responsibility to develop relevant information and recommendations to facilitate well-informed decisions regarding occupational safety and health matters. Information obtained by the JLMC may be used to develop recommendations for training that may be delivered by efficient methods including but not limited to online or leader-led training. The JLMC shall focus on all matters pertaining to occupational safety and health, including ergonomic concerns in the workplace. The JLMC may also consider existing practices and rules relating to safety and health and formulate suggested changes in design and adoption of new practices and rules.

13.3. None of the terms of this Agreement shall be applied or interpreted to restrict the Center from taking whatever actions are deemed reasonably necessary to fully comply with laws, rules and regulations regarding safety. Grievance and arbitration provisions of this Agreement shall not apply to any such actions.

ARTICLE 14 – BULLETIN BOARDS

The Union shall be permitted space to place a bulletin board in break rooms on the Center's property as well as a virtual bulletin on the Center's "The Landing" page. The size and exact location of the bulletin boards in the break rooms will be determined by the Center's management. Such bulletin boards are to be used exclusively by the Union. Bulletin board material shall normally include the following:

A. Notices of Union recreational and social affairs;

B. Notices of Union elections, appointments, and results of Union elections;

C. Notices of Union meetings;

D. Other factual notices, information and announcements concerning official business of the Union.

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

Docusign Envelope ID: 7613ECB6-0155-80D6-80BC-AC1A385E208A

ARTICLE 15 – FLEXIBLE WORK LOCATION/ TELEWORK

15.1. The Center values providing employees with flexibility. The Union and employees recognize the rights of the Center to make reasonable work arrangements, including office locations, work hours, work location, travel requirements, equipment, and other matters.

15.2. The Center will assign employees to work remotely, in an office, or a hybrid of both. In so doing, the supervisor will discuss with the employee their preferences while considering the requirements of the job. The assignment must be accompanied by a description, in writing, of why it is necessary.

15.3. An employee may request to change their work assignment to work remotely, in an office, or a hybrid of both by writing to their supervisor and People Services. The Center will consider the specific proposal and may approve, deny, or modify the proposed assignment taking the employee's job duties into consideration. Management will provide a written explanation for its decision and allow employees to negotiate a reasonable alternative.

15.4. The Center may sometimes require employees assigned to an office to work remotely due to important circumstances, including, for example, office repairs, public health guidance, power or internet outages. The Center may sometimes require remote employees to work at an office due to important circumstances, including, for example, job duties as needed, trainings, collaborative projects, onsite equipment needs, home office power or internet outages.

15.5. The Center will provide reasonable equipment for work, including ergonomic and accommodation needs. If the Center provides equipment for home use, employees agree to provide a secure location for Center-owned equipment. All equipment, records, and materials provided by the Center will remain Center property. Employees agree to return Center equipment, records, and materials upon request. All Center equipment will be returned by employees for inspection, repair, or replacement as needed or requested or immediately upon termination of the remote work/telecommuting arrangement. All equipment must be returned within five business days of written notice to the employees, at the Center's cost.

15.6. In the event of a computer malfunction, occasional slow internet, power outage, or other issue preventing the completion of work that is outside the control of the participating employees, wages for any scheduled shifts will continue to be paid until the

Docusign Envelope ID: 7613ECB6-0155-80D6-80BC-AC1A385E208A

issue is resolved. Productivity impacts due to these events will not result in disciplinary action. Employees have the responsibility to alert, and keep updated, their supervisor as soon as possible on these issues.

ARTICLE 16 – WORKING HOURS, SCHEDULING, MEAL PERIODS AND REST BREAKS

16.1. Center Work Culture. The Center is mission-driven and staff-oriented. The normal workweek is Monday through Friday. Depending on work duties and goals, interaction needs, and employee preference, work schedules may vary from consistent and traditional, to inconsistent and unconventional, to seasonally variable, to being substantially determined by employees on a day-to-day basis.

16.2. Generally Expected Hours to Be Worked Per Week.

Full-Time Exempt. Full-time, exempt employees are expected to generally work at least 40 hours per week. Important job duties may require them to work more than this.

Full-Time, Non-Exempt. Full-time, non-exempt employees are expected to generally work eight hours per day and 40 hours per week. Important job duties may require them from time to time to work more than this. Such employees are not permitted to work more than eight hours per day or 40 hours per week without express prior approval from their supervisors.

Part-Time. Part-time employees are expected to generally work the number of hours agreed upon when they were hired or that were specified in a subsequent, formal change in their expected hours worked per week. Such employees are not permitted to work more than the agreed upon hours no more than eight hours per day without express prior approval from their supervisors.

16.3. Work Schedules

Long-Term Work Schedules. Supervisors will consult with employees and establish long-term work schedules that ensure job duties and goals are fully accomplished while seeking to accommodate personal obligations and preferences that do not hinder job performance or disrupt program integrity. The Center will consider any request for an employee to transition to an alternative work schedule (such as a 32-hour work week; 4-day, 10-hour-day work week; or 72 hours in nine days) with pro-rated pay and accruals, but no loss in benefits unless the employee’s hours drop below benefit eligibility requirements. While core work hours remain Monday through Friday, employees may flex their schedules as needed with the approval of their supervisor. This process will be

Docusign Envelope ID: 7613ECB6-0155-80D6-80BC-AC1A385E208A

via a standardized form, managed by People Services, which allows the employee to explain both the reasoning for the request and an explanation of how the employee's workload will change. Supervisors will need to provide a written response as to why each request has been approved or denied.

Temporary Work Schedules. Supervisors may establish temporary work schedules for employee training purposes, to help underperforming employees improve, or for other important or unanticipated job duty related events. Supervisors will confer with employees before setting temporary work schedules, consider their personal obligations and preferences, and provide at least two weeks' advance notice when practicable.

Schedule Deviations. Supervisors may require deviations from established work schedules to address important, time-sensitive, unexpected, or emergency work situations. This will be done in consultation with affected employees. The Center expects that in most cases, employees will themselves identify and take on deviations needed to fulfill their job duties and goals. When specific work assignments of an exempt employee can only be done outside of the employee's normal working hours (e.g., hosting or attending events on evenings or weekends), a supervisor shall take any extra hours worked into account in authorizing schedule deviations (e.g., reduced hours) shortly afterward.

Employee Requested Changes. Employees may request their supervisor change their established work schedule or generally expected hours to be worked per week. Supervisors will determine the practicality of such requests, taking into consideration how such changes will affect the employee's ability to successfully complete job duties and goals, the functioning of affected working teams, management needs, and, in the case of increased work hours, budgetary feasibility.

16.4. Meal Breaks. Employees who work more than five hours in a day are entitled to one unpaid meal break that is 30 to 60 minutes in length. Employees who work more than 10 hours in a day are entitled to a second 30- to 60-minute unpaid meal break, to be taken after the 10th hour. Non-exempt employees are required to take at least one 30-minute meal break if they work more than five hours in a day. However, non-exempt employees who work more than five, but less than six hours in a day may waive their right to a meal break, and those working more than 10 hours may forgo their second meal break. Doing so requires supervisor approval.

16.5. Rest Breaks. Employees who work at least 3.5 hours per day are entitled to one 15-minute, paid rest break for every four-hour period (or major fraction thereof) worked. "Major fraction" means more than two hours.

16.6. Legal Requirements. Nothing in this section alters the Center's legal requirement to abide by federal, state and local laws and regulations governing work schedules and breaks.

Docusign Envelope ID: 7613ECB6-0155-80D6-80BC-AC1A385E208A

ARTICLE 17 – OVERTIME

Non-exempt employees shall receive one-and-one-half times their regular hourly rate of pay for all hours worked in excess of eight hours in one workday or over 40 hours per workweek, or for the first eight hours on the seventh consecutive day of work unless otherwise required by law.

Non-exempt employees are entitled to double their regular rate of pay for all hours worked in excess of 12 hours consecutively worked in one day, or in excess of eight hours worked on the seventh consecutive day of work within a workweek.

ARTICLE 18 – JOB TITLES AND CLASSIFICATIONS

18.1. All employees will have a job title (“title”) and job classification (“classification”). “Job title” refers to employees ’formal work titles as maintained by People Services. Employees are assigned a job title at the time of hiring, which may later change due to promotion, program change, restructuring, etc. “Job classification” refers to the grouping of related job titles under a single name. Each job classification has a specific low-to-high starting salary range.

Appendix A lists all employee titles, the classifications they fall under, and the classification pay ranges at the time this contract is executed.

18.2. The Center shall notify the Union in writing within 10 business days of the hiring of an employee under any newly created classification. The notification shall include the title, classification, assigned work duties, the salary for the employee, the salary range for the classification, and an updated Appendix A.

18.3. The Union shall have the right, within 15 calendar days of receiving the notification of a newly created job classification, to initiate negotiations concerning the pay range of the new classification.

ARTICLE 19 – WAGES

19.1. Established Wages. Notwithstanding any perceived or actual conflict between this article and wages existing at the time this Agreement is executed, no employee shall

Docusign Envelope ID: 7613ECB6-0155-80D6-80BC-AC1A385E208A

suffer a wage reduction as a result of direct and immediate implementation of this article.

19.2. Job Titles by Classification. As described in Article 18, Appendix A lists all employee job titles at the time this Agreement is executed, the job classifications they fall under, and the pay ranges of each job classification. Pay ranges in Appendix A do not constrain salaries from being above listed ranges. The Center will provide the Union with an updated Appendix A when new job titles are added to a classification or when a new classification is created.

19.3 Starting Salaries. The starting salary of new and newly promoted employees shall not be below the pay range of their job classification in Appendix A, and take into account, inter alia, work duties, previous experience, and work location cost of living (if required to work in a specific location). Part-time employees will be paid at an equivalent hourly rate.

19.4 Annual Increases. The Center will provide annual salary increases effective on January 1st. Salary increases will be authorized by March 1 of each year at the latest and will be implemented retroactively to Jan. 1 of that year. The salary increase shall consist of:

A. A cost-of-living adjustment for all employees employed on or before July 1 of the previous calendar year. Per prior Center policy, this increase will be determined regionally, based on Bureau of Labor Statistics annual change data.

B. A 1.5% increase based on each employee's prior year salary for all employees employed on or before July 1 of the previous calendar year.

C. Merit raises for exceptionally performing employees at amounts to be determined by the Center.

If the Center determines that its financial condition makes it fiscally imprudent to provide the annual pay increases described above, it will provide an explanatory report to the Union and enter into effects bargaining with the Union to negotiate the wage increases.

19.5 Interim Assignments. An interim assignment is the assignment, for at least four weeks, of a portion of the work of a staff member on leave to another employee. If an employee is assigned a formal interim role and/or, at the direction of their Program Director, temporarily takes over all or the majority (more than 50%) of the work and responsibilities of another staff member, the employee will be paid a 12.5% salary increase during the interim period. If an employee, at the direction of their Program Director, temporarily takes over between 25% and 50% of the work and responsibilities of another staff member, the employee will be paid a 6% salary increase during the interim period. Upon completion of the interim assignment, the employee shall return to

Docusign Envelope ID: 7613ECB6-0155-80D6-80BC-AC1A385E208A

their prior salary, plus any salary increase they would have normally received during the interim period.

19.6. Pay Equality Review. The Center will conduct an annual review of employee salaries to determine if individuals, genders, or races are being paid similarly for doing similar work with similar experience and similar proficiency. The Center will distribute the review to all employees and discuss it with the Union. The Center will rectify any inequalities through a bargaining process with the Union.

19.7. All staff raise. At the time this contract is signed, all current staff who have a salary below the new starting salary for their job classification in Appendix A will receive a salary increase to the new minimum salary, and in addition, all staff will receive a one-time $2,000 raise. Attorneys will receive an additional one-time $2,000 raise, for a total one-time raise of $4,000 at the signing of this contract.

19.8 Promotions: Staff will be promoted, at the latest, with a title change and one-time bonus when they reach the criteria below, as determined by management, in consultation with their supervisor and program director. Additionally, newly promoted staff will receive an associated salary increase, as determined by the table below, at the time of promotion. When an employee has met the years of experience criteria, but is not promoted due to lack of excellent performance, then they will be provided a written explanation of why the promotion was withheld and what they would need to do to meet the promotion criteria in the future.

Level	Years Experience	Performance Qualification	1 X bonus	Minimum Raise
Associate	0 - 2			
Staff	2+	Excellent	$1,000	1%
Senior	8+	Excellent	$2,000	1.5%

ARTICLE 20 – FILLING OF VACANCIES AND PROMOTIONS

20.1. To provide career advancement opportunities to existing employees while attracting excellent job candidates needed to accomplish its mission, the Center shall provide existing employees with advance opportunity to apply for advertised bargaining unit jobs.

20.2 Internal job posting (Filling of Vacancies and Promotions)

Docusign Envelope ID: 7613ECB6-0155-80D6-80BC-AC1A385E208A

At the time of externally posting a bargaining unit job, the Center will email the posting internally and allow employees 10 days to apply for the job without filling the job through the external process. The Center will strive to make hiring decisions on any such applicants within five business days following the end of the 10-day period. External job applications will not be accessed by the hiring manager through BambooHR until hiring decisions are made for all internal applicants. If there are no internal applicants the normal application review process will begin.

The 10-day internal application period will commence with the Center emailing the job advertisement to all employees. The Center will email the advertisement at least one additional time during the 10-day period. Any employee may apply for such a job by sending a cover letter explaining their interest, resume, and any other required application materials to the hiring supervisor(s) identified on the job advertisement.

If an employee applies for the position during the 10-day internal application period, they will receive an interview by the relevant hiring committee. If the committee determines the interviewee is likely to perform excellently or at least as well as the best candidate in the expected external applicant pool, the Center will offer the job to the internal applicant.

If no internal applicant is hired, the Center will continue the search with external applicants. Applicant employees who did not receive the job offer will be moved into the general applicant pool with external applicants, if they are still in the running. All internal applicants who do not receive a job offer will receive a letter from the hiring supervisor explaining the decision.

20.3. Job Availability Notices will typically include the following:

A. Title of position

B. Brief description of duties

C. Brief description of essential qualities, qualifications, skills, and/or requirements

D. Pay range

E. List of benefits

F. Availability timeline

G. Person(s) with whom to file application

H. Location(s) of position

I. Title of person the position reports to

J. Statement of JEDAI values

20.4. To promote career advancement and the accomplishment of the Center's mission, the Center may offer promotions, lateral transfers or new job titles of any kind to

Docusign Envelope ID: 7613ECB6-0155-80D6-80BC-AC1A385E208A

employees without advertising such jobs either internally or externally. Such jobs may be accepted or rejected at the discretion of the employee without penalty of any kind.

In the absence of an available job opening, any employee may request a demotion, promotion, lateral transfer or new job title of any kind to their supervisor and the Center Executive Team. The Center may grant or deny the request at its discretion without advertising the new title internally or externally.

To accomplish the Center's mission, recruit uniquely excellent staff, and/or contribute to staff diversification, the Center may offer jobs of any kind to non-Center staff without advertising such jobs internally or externally. The Center will notify the Union of these instances when employee hiring is completed.

20.5. To increase hiring success, the Center may offer an increased starting vacation benefit to potential employees that is commensurate with their work experience. Job postings will include the following statement: "Vacation accrual starts at 15 days annually, but it may be higher commensurate with experience."

ARTICLE 21 – PROBATIONARY PERIOD

21.1. All new employees shall be on probation for the first six months of their employment. The probationary period may be extended, one time, for an additional two months at the discretion of the Center and with written explanation to the Union, that includes the reason(s) for extension and the expectations for the employee to achieve within the remainder of their probationary period.

21.2. Performance Reviews, Check-ins and Discipline. Supervisors will meet with the probationary employee at least once a month to review their performance and have check-ins twice a month. During their probationary period, employees may be disciplined or terminated without cause. Employees in their probationary period are not eligible for arbitration provisions under Article 9.

21.3. Leave. Employees will not receive advance sick leave, advance vacation leave or Center paid Family and Medical Leave during their probationary period. The Center, at its discretion, may provide advance sick leave, advance vacation or other benefits to probationary employees for compelling reasons.

Docusign Envelope ID: 7613ECB6-0155-80D6-80BC-AC1A385E208A

ARTICLE 22 – IMMIGRANT WORKERS

22.1. General Principles. As immigration is a human right, the Center will provide employees with the protections described below and assist them with immigration processes and challenges. As immigration status is confidential, the Center will not divulge personal employee information to any parties except as requested by individual employees, as required by law, as required to defend the Center or its employees in legal proceedings, or as expressly stipulated below. Employees may elect to have Union representation in all matters described below.

22.2. Compliance With State and Federal Laws. The Center will comply with all state and federal immigration laws and legally binding governmental directives and regulations (“laws"). However, at its sole discretion, the Center may choose to civilly disobey and/or challenge laws it believes to illegally or immorally impinge upon immigration rights. It will only do so to the benefit of employees and at its own liability. It will not do so in a manner that causes potential employee liability without the consent of affected employees.

If compliance with immigration laws requires development of new policies which change terms and conditions of employment after the enactment of this Agreement, the Center will negotiate over the effects of such policies.

22.3. Absence From Work Due to Law Enforcement. The Center will not discipline or discharge an employee who is prevented from working for 90 days or less due to arrest, detention, incarceration, or temporary national expulsion by law enforcement pursuant to the employee’s citizenship or visa status. Such time away from work will be treated as paid leave. This paragraph will not apply if the law-enforcement action is based on or related to violent crimes, hate crimes, gender-based crimes, or other actions the Center believes may jeopardize the safety of its staff or organizational integrity.

22.4. Protection of Rights During Workplace Immigration Enforcement. If an immigration related warrant, subpoena or other formal or informal request (“request”) is issued to the Center by a governmental agency, the Center will inform affected employees as soon as possible and give them a copy of the request within three days. If the Center provides the requested documents to the agency, or allows the agency to view them on-site, it will inform affected employees as soon as possible and give them copies of the provided documents within three days. If the request or provision concerns I-9 forms, the Center will abide by all California Labor Code § 90.2 (2018) requirements and apply them to all employees regardless of the state residency, including Union notification and representation requirements.

Docusign Envelope ID: 7613ECB6-0155-80D6-80BC-AC1A385E208A

The Center will only comply with governmental requests, including requests to enter Center controlled workplaces, to the extent strictly required by law. All employees will be notified as soon as possible of the date and time a government agency is expected to enter a Center workplace. No employee will be required to work in the office that day if they reasonably believe doing so will put them at risk of governmental arrest or detainment.

22.5 Rectifying Documentation Problems. If a governmental agency informs the Center that an employee does not appear to be legally authorized for employment due to documentation that is missing or deficient, the Center will provide the employee with at least two weeks to provide the missing documentation or rectify the deficiency. If the employee provides a receipt proving they have applied for a replacement, updated or corrected governmental immigration document, the Center will allow at least 90 days from the date of the receipt for the employee to provide the rectifying document.

22.6. I-9 Forms. The Center will maintain employee I-9 forms and related documents in a file separate from other personnel records; Center access to I-9 files will be limited to the People Services director, Executive Director and their assignees.

22.7. Verification and Re-Verification of Work Authorization. The Center will not require or demand proof of immigration status, except as required by law. The Center will not require an employee to re-verify their authorization to work unless the Center has actual or constructive knowledge that the employee is not authorized to work in the United States. The Center will not require employees engaged in “continuing employment” to provide proof of work authorization, including Social Security numbers. In the event the Center requires an employee to re-verify, it will provide them 120 days to do so unless a shorter period is necessary to avoid legal violations by the employee or the Center.

22.8. Corrections to Records. If an employee notifies the Center of a change in their legal name or Social Security Number, the Center will update its records without causing any harm to the employee unless it has substantial reason to believe the request is illegitimate or in the service of actual or intended illegal actions.

22.9. Social Security “No-Match” Letters. If the Center receives notice from the Social Security Administration that an employee’s name or Social Security Number reported on the Wage and Tax Statements (Form W-2) do not agree with its records, the Center will provide the notice to the employee to aid them in ensuring they receive all the federal retirement and disability benefits they are entitled to and which link to their earnings. It is up to the employee to rectify the noted discrepancies if they choose to; the Center will not involve itself in the matter unless the employee requests assistance.

22.10. Expiration of Documents. The Center agrees to treat an employee’s period of

Docusign Envelope ID: 7613ECB6-0155-80D6-80BC-AC1A385E208A

removal from employment due to the expiration of the employee's work authorization document as a leave of absence without pay for a period of up to 90 calendar days and to reinstate the employee to the job without loss of seniority upon receipt of the renewal work authorization document if the employee provides appropriate documentation.

22.11. Citizenship. Upon request, employees shall be released for up to five unpaid business days during the term of this Agreement in order to attend legal proceedings necessary to establish their U.S. citizenship or right to reside and work in the United States. The Center may request verification of the reason for such absence. Employees will be granted one day of paid leave upon receiving their U.S. citizenship.

22.12. Limited-English Proficient Workers. While English is the language of the workplace, employees may use the language of their choice among themselves. Employees not proficient in English shall be provided, when relevant, discipline and discharge documents and proceedings in a language they are proficient in. Upon request the Center will provide employees with non-proficient English courses in English as a second language, or the funds necessary to take such courses.

22.13. For employees holding any temporary work authorization, the Center will make reasonable efforts in the immigration sponsorship process, if permitted by law, in good faith, including financial support at the Center's discretion, but cannot guarantee any result.

ARTICLE 23 – PERFORMANCE EVALUATIONS

23.1. Performance Evaluations. Performance Evaluations are opportunities to recognize the quality and quantity of the work an employee performs, knowledge of the job, initiative, work attitude, and their interactions with staff and Center partners. The performance evaluation is designed to help employees become aware of their progress and areas for improvement. Performance evaluations are also opportunities for employees to self-evaluate and give feedback to their supervisors about any challenges they are facing in their work, any support they might find helpful, or any other facet of the supervisor/employee relationship. The Center will conduct bi-annual employee performance evaluations in November and June. However, the timing and frequencies of performance evaluations may vary depending upon factors relevant to appropriate evaluation, including an employee's length of service, job position, past performance, changes in job duties, or recurring performance problems. Employees may upload documents to BambooHR at any time.

23.2. Supervisor Performance Evaluations.

Docusign Envelope ID: 7613ECB6-0155-80D6-80BC-AC1A385E208A

A. The Center commits to soliciting employee feedback bi-annually.
B. The employee feedback on supervisor performance will be reviewed by the supervisor's supervisor and retained by People Services.
C. The upper-level supervisor will take the feedback into consideration and will use it as a basis for performance evaluation, coaching, follow-up action, and/or discipline.
D. The Center will continue to maintain an anonymous feedback platform that can be utilized at any time. The language on the Landing will reflect that use.

ARTICLE 24 – JUST CAUSE/PROGRESSIVE DISCIPLINE

24.1. Employees who have completed their probationary period will be terminated or disciplined only for Just Cause and after a fair and timely review of the instigating incident(s) and circumstances. Reasons for discipline or termination include, but are not limited to, inadequate work performance, insubordination, abusive or inappropriate behavior, and violations of important Center policies. "Termination" is distinct from "layoff," a form of discharge addressed elsewhere in this agreement.

24.2. Employees are entitled to have a Union representative present, if requested, at investigatory interviews they reasonably believe may result in their discipline. If representation is requested, the Center will set a mutually agreed upon meeting, unless delay would cause an unacceptable job performance, security or safety risk. Employees may meet privately with the Union representative prior to the meeting.

24.3. The Center will use progressive discipline that may include, but is not limited to, verbal or written reprimands, performance improvement plans, final warnings, suspension with or without pay, or termination. The Center may immediately advance to an appropriate disciplinary step, up to and including termination, depending upon the conduct or misconduct and the circumstances involved.

ARTICLE 25 – PERSONNEL RECORDS

25.1. Upon written request to People Services, an employee's personnel records kept by the People Services program shall be made available to the employee within 10 business days for their inspection.

Docusign Envelope ID: 7613ECB6-0155-80D6-80BC-AC1A385E208A

25.2. Employees will be notified when a reprimand or inadequate performance record is entered into their personnel file. Employees may submit a written comment to be entered into their personnel file.

ARTICLE 26 – PERFORMANCE IMPROVEMENT PLANS

26.1. Performance Improvement Plans.

A. In the event an employee demonstrates performance below expectations, the employee's supervisor should first give direct feedback, either by email or in one-on-one meetings.

B. If performance remains below expectations and the supervisor has met with the employee to discuss this, the supervisor may establish a Performance Improvement Plan (PIP) if it would be useful to closely manage performance and correct identified problems through a performance improvement process.

C. The goal of the PIP is to help employees succeed at their job and as such will identify performance issues, based upon their role, and include documented examples of the tasks or responsibilities that are less than satisfactory to the supervisor. The PIP shall be created and managed by the supervisor and People Services and reviewed with the employee to identify reasonable, tangible measurements/milestones of improvement, subject in all instances to ultimate determination by the Center.

D. The PIP format shall be standardized and provided by People Services and accessible to employees upon request.

E. The employee may bring a Union representative to the meeting in which the PIP is delivered. PIPs will last for a predetermined amount of time with a minimum of 45 calendar days for the employee to demonstrate improvement. An employee can be taken off a PIP at any time if their supervisor feels they have made adequate adjustments to their work performance.

F. A copy of the Performance Improvement Plan and its outcomes will be retained in the employee's personnel file.

G. During the PIP period there will be at least meetings every other week between the supervisor and the employee to monitor progress and facilitate feedback.

H. If a supervisor leaves in the middle of a PIP, the PIP may be extended until the new supervisor has been briefed on the employee history and current PIP. A supervisor's

Docusign Envelope ID: 7613ECB6-0155-80D6-80BC-AC1A385E208A

supervisor or the employee can also request an extension in the case of a new supervisor.

I. In the event that an employee takes leave, including but not limited to sick leave, vacation leave, family and medical leave, etc., during a PIP period, the leave time shall not be counted against the PIP period.

26.2. PIP OUTCOMES

A meeting will be scheduled to culminate the PIP in which the employee may bring a Union representative to the meeting.

In the event that a PIP is completed to the satisfaction of the supervisor, the employee's personnel file shall be updated to reflect satisfactory completion of the PIP.

In the event that a PIP is not completed to the full satisfaction of the Center, depending on the situation, the gravity of the remaining concerns, and the success of other improvements if made, the employee may be terminated without further discipline proceedings. Nothing in this article prohibits an employee from utilizing their right to file a grievance, as outlined in Article 8.

ARTICLE 27 – TRAINING AND PROFESSIONAL DEVELOPMENT

27.1. The Center encourages ongoing professional training because it advances the Center's mission by developing currently needed or desirable skills or those that may be needed in future Center duties. Employees and supervisors are encouraged to discuss necessary and desired skills, career goals, and to plan for trainings relevant to them.

27.2. The Center may require employees to obtain professional skills trainings. The Center will consider employee requests for training, education, conference or other professional development that is specific and relevant to their current or anticipated Center work duties.

27.3. The Center will provide paid time and expenses for trainings it has approved, including, but not limited to:

- In-house training for new and continuing employees
- Licenses or certifications required for work (e.g., state bars)
- Continuing education required to maintain such licenses and certifications
- Professional training/education to improve relevant skills for the employee's current job or anticipated responsibilities

Docusign Envelope ID: 7613ECB6-0155-80D6-80BC-AC1A385E208A

- Mandatory and discretionary training organized or provided by the JEDAI Committee

ARTICLE 28 – HOLIDAYS AND PERSONAL DAYS

28.1. All employees shall receive the following paid holidays as provided herein. All holidays shall be paid at the regular full-time or part-time employee's salary rate. All holidays will be observed on the day recognized by the federal government unless otherwise specified.

28.2. If a holiday falls within a jury duty or bereavement leave, the eligible employee will be paid for the holiday (at the regular rate). When holidays fall or are celebrated on a regular workday, eligible employees will receive one day's pay at their regular rate. Eligible employees who are called in to work on a holiday will receive one day's pay at their regular rate, and an additional payment for the actual time they work that day.

28.3. Employees will be paid for the following holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Endangered Species Day (observed the Friday before Memorial Day), Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous Peoples' Day, Veterans' Day, Days of Remembrance ("Thanksgiving Day" and the day after), and Christmas Day (may be substituted for another day)

28.4. Personal Days. Personal days are paid time off that staff are awarded each January 1st. Personal days do not carry over, and are only good for one calendar year, like other holidays. These personal days will not be paid out upon termination.

Every January 1st, all employees will receive five personal days (pro-rated for new employees) that they can use if their vacation balance is currently three days or less. Employees are allowed to take up to one personal day with one-day notice and supervisor approval.

ARTICLE 29 – VACATIONS

29.1. The Center and the Union both encourage employees to get rest by taking vacation time. Benefit-eligible employees accrue paid vacation time as follows:

1st Pay Period following	Annual Accrual	Maximum Accrual
New Hire/Benefit Eligible	15 days	22.5 days

Docusign Envelope ID: 7613ECB6-0155-80D6-80BC-AC1A385E208A

Two-Year Anniversary	20 days	30 days
Six-Year Anniversary	25 days	37.5 days
Nine-Year Anniversary	30 days	45 days

29.2. Eligible employees accrue vacation up to a cap of 1.5 times yearly accrual. At that point, accrual stops until banked vacation is used. For example, if yearly vacation accrual for a year is 20 days, an eligible employee will stop accruing vacation once the employee has 30 banked vacation days. The maximum for part-time employees is prorated based on hours worked.

29.3. Every effort will be made to grant the employee's vacation preference, consistent with our operating schedule. In addition, every effort will be made to reduce workloads before vacation time. However, if too many people request the same period of time off, the Center reserves the right to choose who may take vacation during that period. Employees with the longest length of service generally will be given preference. Vacation requests must be submitted through the Center’s time and attendance portal at least one (1) week in advance of their requested vacation dates. Employees are allowed to take up to one vacation day with one-day notice and supervisor approval.

29.4. All employees may use vacation in one-hour increments. Accrued, unused vacation is paid out upon separation. Employees not in their probationary period may advance up to 10 vacation days. Advanced but unaccrued vacation will be deducted from the final paycheck to the extent permitted by law.

ARTICLE 30 – SICK, WELLNESS AND CAREGIVER DAYS

30.1 Employees who work 30 or more days in a year will earn 1.54 hours of paid sick and/or caregiver leave for every 40 hours worked, up to 10 days (or 80 hours) per year, at their regular rate of pay. If the employee chooses, leave taken under this article may run concurrently with any family, medical, or other leave to which the employee is entitled. At its discretion, the Center may provide additional paid leave to employees with exceptional circumstances.

30.2. Sick and Wellbeing Days may be taken if:

A. An employee has a mental or physical illness, injury, or health condition; needs to get a medical diagnosis, care, or treatment of a mental or physical illness, injury, or condition; or needs preventive medical care.

Docusign Envelope ID: 7613ECB6-0155-80D6-80BC-AC1A385E208A

B. An employee, their child or member of their household is a victim of domestic violence, sexual abuse or stalking and the employee wishes to:

- Obtain a temporary restraining order, restraining order or other injunctive relief;
- Help ensure the health, safety or welfare of themselves, their child or others in their household;
- Seek medical attention for injuries caused by domestic violence, sexual abuse or stalking;
- Obtain help from a domestic violence shelter, rape crisis center or any other similarly focused program or organization;
- Obtain psychological counseling related to an experience of domestic violence, sexual abuse or stalking; or
- Participate in safety planning or take other actions to protect themselves, their children or others in their household from future domestic violence, sexual abuse or stalking, including temporary or permanent relocation.

30.3. If the Center excuses employees from working due to a natural or anthropogenic disaster, public health crisis, or other emergency, affected employees will receive paid time off. This includes work time excused to provide necessary dependent care.

30.4. Caregiver Days may be taken to care for an employee's family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition, or who needs preventive medical care. A family member is a child, (including biological, adopted or foster child, stepchild, legal ward or a child to whom the employee stands in loco parentis, all regardless of age or dependency status); spouse; partner; parent (including biological, adoptive or foster parent, stepparent or legal guardian of an employee or the employee's spouse or partner or a person who stood in loco parentis when the employee was a minor child); grandparent; grandchild; or a sibling.

30.5. Employees begin accruing paid sick leave at the start of employment. Paid sick leave will accumulate at the rate of 3.08 hours per pay period up to a total maximum accrual of 10 days or 80 hours. Employees not in their probationary period may advance up to five sick days.

30.6. Paid sick time may be used in minimum increments of 30 minutes.

30.7 The leave available under this Agreement shall be coordinated with, and run concurrently with, leave benefits available under any applicable paid public leave program. The employee shall apply in a timely fashion for any such applicable public

Docusign Envelope ID: 7613ECB6-0155-80D6-80BC-AC1A385E208A

benefit, and the paid leave available under this Agreement will be applied to make up the difference, if any, between the public leave benefit amount awarded and the employee's regular pay rate.

30.8 Sick notice may be given orally or in writing. If the need for paid sick leave is foreseeable, the employee must provide reasonable advance notification. If the need for paid sick leave is unforeseeable, the employee must provide notice of the need for the leave as soon as practicable.

ARTICLE 31 – PERSONAL LEAVE(S)

31.1. Bereavement Leave. Employees who lose a loved one (be that a family member, a pregnancy, or a very close friend or pet) and who need time away from work to grieve can take up to five days of paid bereavement leave at their normal rate of pay per event, for no more than 10 total days per year. This time away must be approved by the employee's supervisor and the Director of People Services. An employee should provide notice as soon as they have knowledge of their need for leave. Additional time requests will be considered by People Services.

31.2. Parental Leave. Employees having, adopting or fostering a new child will receive 12 weeks of leave paid at 100% of their normal pay and an additional eight weeks of unpaid leave, part-time work, and/or flexible schedule work per the terms and conditions of the Employee Handbook at "3-8 Paid Family and Medical Leave."

31.3. Federal and State Family Medical Leave Acts. Per the terms and conditions of its Employee Handbook, the Center will apply all Family and Medical Leave Act provisions to all employees regardless of whether they meet the law's qualifying requirements and will abide by all related state family, medical and leave laws, including the California Family Rights Act.

31.4. Sabbatical Leave. Employees will be granted a 12-week paid sabbatical for each five years worked per the terms and conditions of the Employee Handbook at "4-1. Paid Sabbatical Leave Policy," with the exception that employees' only obligation is to work 6 months after they return from sabbatical.

31.5. The Center may not materially reduce leave benefits provided by the Employee Handbook without first bargaining with the Union.

Docusign Envelope ID: 7613ECB6-0155-80D6-80BC-AC1A385E208A

ARTICLE 32 – CIVIC OBLIGATIONS

32.1. Jury Duty. An employee required to report for jury duty or appear in court as a witness shall be excused from work and paid at their regular rate for their period of service. Employees must notify their supervisor as soon as they are summoned for jury or witness duty and submit verification of their service to People Services. Employees shall inform management of the expected length of jury witness duty. An employee excused from court with four or more work hours left in the day is expected to return to work that day. If other accommodations need to be made, the employee will discuss those with their supervisor.

32.2. Voting. If an employee lacks sufficient time outside of working hours to vote in a statewide election, the employee may notify and coordinate with their supervisor to take off enough time to vote. Such time shall not result in a reduction in their pay. This time should be taken at the beginning or end of the regular work schedule. If possible, supervisors should be notified at least two days prior to the voting day.

32.3. Military Leave. Any employee who is a member of a military reserve component and has a military training obligation shall be granted a maximum of 15 unpaid days of leave each calendar year when ordered to active duty. Any additional Military Leave time requests will be considered by People Services. The employee should submit copies of military orders to People Services as soon as possible. The Center also adheres to applicable state and federal laws pertaining to military and military family leave.

ARTICLE 33 – HEALTH AND MEDICAL BENEFITS

The Center believes that it is important for people to have access to healthcare. Newly hired employees have 30 days from their start date to enroll in the benefits plans. Current employees must enroll during the applicable open enrollment period, unless a qualifying life event occurs that allows them to enroll at that moment.

33.1. MEDICAL, DENTAL AND VISION INSURANCE

The Center will provide the following during the term of this Agreement:

A. The Center will provide medical, dental and vision care benefits to all employees scheduled to work 30 hours or more per week.

Docusign Envelope ID: 7613ECB6-0155-80D6-80BC-AC1A385E208A

B. For employee-only medical insurance, the Center will pay 100% of employee only premiums in 2027. If insurance costs do not increase substantially, as compared to 2026 costs, in subsequent years, the Center will pay 100% of employee-only premiums. If insurance costs increase substantially, as compared to 2026 costs, in subsequent years, the Center will pay a minimum of 85% of the employee-only premiums, with the goal of paying 100%. However, in such cases, the premium amount paid by the Center shall not be less than in 2026.

C. For added family (spouses/domestic partner, children, family or any qualified dependent) medical insurance, the Center will pay a portion of the additional premium.

D. The Center will pay 100% of dental and vision insurance premiums for employees and their families.

33.2. The Center is committed to providing all (qualified) employees with a minimum of ACA (Affordable Care Act) approved medical coverage on an HMO or PPO plan. The Center will continue to make best efforts to offset medical costs via an employer-paid HSA and/or HRA.

33.3. Employee Assistance Program. The Center will continue to provide the Employee Assistance Program, which offers qualified counselors to help employees (and anyone living at their address) cope with personal problems. Further details can be obtained through People Services.

33.4. Disability and Life Insurance. The Center will provide the following during the term of this Agreement:

A. Premiums. The Center will pay 100% of monthly premiums for eligible employees for short-term disability, long-term disability, and life insurance. Employees must apply for state disability benefits as soon as they are unable to work.

B. Short-Term Disability Insurance. The Center will supplement any short-term disability insurance or state wage replacement (if applicable) such that employees will receive 100% of their normal wages while on disability leave for up to 12 weeks.

C. Long-Term Disability Insurance. The Center will retain its current long-term disability insurance coverage during the life of this agreement, which pays 66.6% of the employee’s wage during long-term disability leave.

D. Life Insurance and Accidental, Death and Dismemberment Insurance (AD&D). The Center will continue to provide a minimum $50,000 basic life and AD&D insurance to eligible employees. Employees may purchase voluntary buy-up options for themselves and eligible family members.

Docusign Envelope ID: 7613ECB6-0155-80D6-80BC-AC1A385E208A

33.5 Vacation Time Donations. At the discretion of the Center, bargaining unit employees may donate unused vacation time to other bargaining unit employees for a catastrophic illness (e.g., heart attack, stroke, cancer, or other chronic illness).

33.6 Benefit Changes During the Agreement Term. The benefits described above may change during the term of this Agreement due to annual policy negotiations, switching of providers, and/or the need to comply with mandatory laws and regulations. The decision to change providers will be solely at the discretion of the Center. The decision to improve or non-materially reduce benefits will be solely at the discretion of the Center. The Center will report to the JLMC every Open Enrollment period regarding projected benefit and carrier changes. All benefit changes will apply equally to bargaining unit and non-bargaining unit staff.

ARTICLE 34 – RETIREMENT AND SAVINGS BENEFITS

34.1. 403(b)Retirement Savings Plan.

A. The Center will offer a retirement 403(b) plan, with both pre-tax and Roth investment options for eligible employees.

B. Eligible employees working at least 20 hours a week can contribute as soon as they begin with the Center. Under the Automatic Enrollment provision, the Center will withhold an employee deferral contribution of 3% of compensation unless the employee elects (in writing) not to make deferral contributions.

C. Center contribution. After one year of service, the Center will match an employee's retirement contribution up to 2% of the employee's bi-weekly salary. The Center will also contribute 5% of the employee's bi-weekly salary, regardless of their contribution level. After each five-year anniversary, there is a 1% increase in Center contribution to the employee's retirement accounts.

D. Employees may contribute the maximum amounts provided by federal law and regulations and will be able to select between pre-tax, Roth after-tax contributions.

E. The Center will have the right to make discretionary contributions to the 403(b) plan on behalf of all employees and/or all participating employees.

F. Employees are always immediately 100% vested in their own contributions. However, the employer match and employer nonelective contributions are subject to a vesting schedule. The vesting schedule is such that the employee is

Docusign Envelope ID: 7613ECB6-0155-80D6-80BC-AC1A385E208A

0% vested in the employer contributions until the employee has completed two years of service. After two years of service, the employee is 100% vested.

34.2. The Center may change retirement plan providers at its sole discretion. If so, the Center will maintain equal benefits for bargaining unit and non-bargaining unit staff, and bargain over the effects of the change, but not the change itself, which is a management right. The Center will make a concerted effort to select a plan provider with ethical investment options.

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

ARTICLE 35 – LAYOFF AND SEVERANCE

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

35.2 The Center will notify the Union and affected employee(s) at least 20 business days in advance of any layoffs, or as soon as possible if urgent circumstances prevent 20 business days' notice. The notification shall include the job titles impacted, the seniority dates of employees, the organizational reason for the layoff and the projected layoff date.

35.3. Severance will be paid as described below unless doing so could put the Center's financial stability at risk. In that case, the Center will negotiate severance payments with the Union.

35.4. Non-probationary employees employed under two years, who are laid off or whose voluntary resignation is accepted to avoid the announced laying off of themselves or others, will receive four weeks of severance pay. Those continuously employed for more than two years shall receive eight weeks of severance pay. Those continuously employed more than five years shall receive 12 weeks of severance pay, and those continuously employed more than 10 years shall receive 16 weeks of severance pay.

35.5. Upon layoff or layoff-related voluntary resignation, an employee shall be paid for

Docusign Envelope ID: 7613ECB6-0155-80D6-80BC-AC1A385E208A

unused, accrued vacation time. There shall be no pay for unused sick time or other accrued leave.

35.6. If an employee under this article is covered under Center medical and/or dental insurance, the Center will also pay the employee the amount needed to continue insurance through COBRA for the period that would be covered by severance.

35.7. Employees will have the option of receiving their severance pay as a lump sum or paid in installments, within 90 days of leaving the Center. To receive severance and payment for cost of coverage of COBRA benefits, an employee must be in good standing and be employed on the layoff or resignation date. Employees may be required to agree to a release of claims.

To be an employee in good standing, the employee must have completed all necessary timesheets, pass off administration access to all Center platforms, transfer any and all relationships and partnerships, delete all data on personal computers and phones (sensitive information, financials, personal and identifying information), and return all credit cards and Center equipment.

35.8. Any period of employment for which severance pay has actually been paid, and not refunded, shall not be counted as employment in calculating severance which may again become due after recall or rehire.

ARTICLE 36 – SENIORITY/LENGTH OF SERVICE

36.1. Contributing Time. Length of service, also known as seniority, means the total number of days an employee worked at the Center, whether that work was within or outside of the bargaining unit, and whether they worked continuously or during multiple employment periods. It includes all paid and all unpaid leave time less than six months.

36.2. Non-Contributing Time. Center unpaid leaves of absence greater than six months, time worked as a contractor, and time worked as a temporary employee shall not count toward length of service.

36.3. Uses.

A. The calculation of seniority and length of service as defined above shall apply throughout this agreement except where an article expressly defines them otherwise.

B. For retirement plan purposes only, time spent as a temporary employee counts toward length of service/seniority.

Docusign Envelope ID: 7613ECB6-0155-80D6-80BC-AC1A385E208A

C. For sabbatical purposes only, employment breaks of greater than one year will restart the length of service/seniority calculation.

D. Layoff for a period of more than three years. Seniority will be lost sooner upon the occurrence of any of the following events:

- An employee ever rejects an offer of assignment to a bargaining unit position in a comparable classification or with comparable wages to those paid at the time of the layoff;
- An employee fails to respond confirming interest and availability to the Center within seven calendar days of being notified of an available position in a comparable classification; or 28
- An employee is recalled to a bargaining unit position in a comparable classification or with comparable wages and the employee fails to report for work on the scheduled start date.

ARTICLE 37 – DURATION OF AGREEMENT

37.1 This Agreement terminates and supersedes any and all other Agreements between the parties and represents final settlement for its duration of all demands made by either party.

37.2 The provisions of this Agreement will become effective on September 11, 2026, and will continue in effect until September 11, 2029, for three years from the date of ratification.

37.3 Negotiations on a new Agreement will begin no earlier than 60 days prior to such termination, provided, however, that this limitation shall not preclude pre-negotiation conferences at the request of either party. It is the intention of the parties with respect to the collective bargaining of future replacing Agreements to conduct their negotiations thereon in such a manner as to reach a new Agreement on or before the termination date of this present Agreement.

ARTICLE 38 – SUCCESSORSHIP

This Agreement will take effect on September 11, 2026, and will remain in effect for three years. It shall inure to the benefit of and be binding upon the successors and

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assigns of the organization.

ARTICLE 39 – ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement of the Center and the Union arrived at as the result of collective bargaining negotiations, except such amendments hereto as shall be reduced in writing and signed by the parties. The parties acknowledge that during the negotiations that resulted in this Agreement each has had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, including all subjects or matters which either were or could reasonably have been within the knowledge or contemplation of either or both parties at the time this Agreement was signed.

Kieran Suckling

Digitally signed by Kieran Suckling
Date: 2026.09.11 15:44:14 -07'00'

Center for Biological Diversity — Date

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Decovan Rhem — 9/11/2026

Communication Workers of America — Date

APPENDIX A – JOB TITLES, CLASSIFICAITONS AND PAYSCALES

A.1: CLASSIFICATIONS AND PAYSCALES

Classification	Low	High

Docusign Envelope ID: 7613ECB6-0155-80D6-80BC-AC1A385E208A

Attorney, Senior	95,000	140,000
Attorney, Staff	75,000	95,000
Attorney, Associate	70,000	75,000
Paralegal, Senior	80,000	95,000
Paralegal, Staff	65,000	80,000
Paralegal, Associate	58,000	65,000
Advocate, Senior	91,000	116,600
Advocate, Staff	63,600	91,000
Advocate, Associate	55,000	63,600
Scientist, Senior	79,500	110,000
Scientist, Staff	58,300	79,500
Scientist, Associate	53,000	58,300
Federal Lobbyist, Senior	80,000	100,000
Federal Lobbyist, Staff	60,000	80,000
Federal Lobbyist, Associate	55,000	60,000
Policy, Senior	79,500	100,700
Policy, Staff	58,300	79,500
Policy, Associate	53,000	58,300
Campaigner, Senior	77,000	95,400

Docusign Envelope ID: 7613ECB6-0155-80D6-80BC-AC1A385E208A

Campaigner, Staff	58,300	77,000
Campaigner, Associate	53,000	58,300
Organizer, Senior	74,200	92,000
Organizer, Staff	58,300	74,200
Organizer, Associate	53,000	58,300
Media Specialist, Senior	79,500	95,000
Media Specialist, Staff	69,000	79,500
Media Specialist, Associate	63,600	69,000
Digital Communicator, Senior	74,200	95,000
Digital Communicator, Staff	63,600	74,200
Digital Communicator, Associate	53,000	63,600
Writer/Editor Senior	71,000	95,000
Writer/Editor Staff	61,000	71,000
Writer/Editor Associate	53,000	61,000
Development, Senior	64,130	74,200
Development, Staff	53,000	64,130
IT Engineer, Senior	116,000	131,000
IT Engineer, Staff	100,000	116,000
IT Administrator, Senior	93,000	110,000

Docusign Envelope ID: 7613ECB6-0155-80D6-80BC-AC1A385E208A

IT Administrator, Staff	82,000	93,000
IT Technician, Senior	71,000	82,000
IT Technician, Staff	60,000	71,000
IT Technician, Associate	50,000	60,000
Facilities and Administration Manager	53,000	68,900
Support, Senior	58,300	68,900
Support, Staff	53,000	58,300
Support, Associate	50,000	53,000

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A.2: JOB TITLES BY CLASSIFICATION

Classifications	Titles
Attorney, Senior	Senior Attorney
Attorney, Staff	Staff Attorney, Attorney
Attorney, Associate	Associate Attorney
Paralegal, Senior	Senior Paralegal, Senior Paralegal and Researcher, Paralegal and Litigation Management Assistant
Paralegal, Staff	Staff Paralegal, Staff Paralegal and Researcher
Paralegal, Associate	Associate Paralegal
Advocate, Senior	Senior Advocate, Senior Scientist & Deserts Director
Advocate, Staff	Staff Advocate, Advocate
Advocate, Associate	Associate Advocate
Scientist, Senior	Senior Scientist, Senior GIS Specialist, Senior Analyst
Scientist, Staff	Staff Scientist, Scientist, GIS Specialist, Staff Analyst
Scientist, Associate	Associate Scientist, Associate GIS Specialist
Federal Lobbyist, Senior	Senior Policy Specialist (Government Affairs)
Federal Lobbyist, Staff	Policy Specialist (Government Affairs)
Federal Lobbyist, Associate	Associate Policy Specialist (Government Affairs)
Policy, Senior	Senior Policy Specialist
Policy, Staff	Policy Specialist
Policy, Associate	Associate Policy Specialist
Campaigner, Senior	Senior Campaigner
Campaigner, Staff	Staff Campaigner, Campaigner
Campaigner, Associate	Associate Campaigner
Organizer, Senior	Senior Organizer
Organizer, Staff	Staff Organizer, Organizer
Organizer, Associate	Associate Organizer
Media Specialist, Senior	Senior Media Specialist
Media Specialist, Staff	Media Specialist
Media Specialist, Associate	Associate Media Specialist
Digital Communicator, Senior	Senior Graphic Designer, Senior Digital Strategist, Senior Digital Production, Senior Creative Media and Campaign Coordinator, Senior Environmental Scientist and Communicator
Digital Communicator, Staff	Social Media Associate
Digital Communicator, Associate	Associate Digital Communicator
Writer/Editor, Senior	Senior Writer, Senior Editor
Writer/Editor, Staff	Writer, Editor
Writer/Editor, Associate	Associate Writer, Associate Editor
Development, Senior	Senior Development Associate, Senior Online Membership Associate
Development, Staff	Development Associate, Development Administrative Associate, Development Operations Associate, Online Membership Associate, Membership Associate, Content Producer
IT Engineer, Senior	Senior Software Engineer
IT Engineer, Staff	Cloud Infrastructure Engineer, Network and Security Engineer
IT Administrator, Senior	Senior SQL Developer, Senior SQL Database Administrator and Developer
IT Administrator, Staff	Endpoint and Security Administrator, SQL Developer
IT Technician, Senior	Senior IT Technician and Licensing Specialist
IT Technician, Staff	IT Support Technician and Account Administrator
IT Technician, Associate	Associate IT Technician

Docusign Envelope ID: 7613ECB6-0155-80D6-80BC-AC1A385E208A

Facilities and Administration Manager	Facilities and Administration Manager
Support, Senior	Open Government Coordinator
Support, Staff	Electronic File Clerk, Administrative Assistant
Support, Associate	Associate Assistant