COLLECTIVE BARGAINING AGREEMENT

Between MOVE Texas Civic and Action Fund

And

MOVE Texas United
Office and Professional Employees
International Union Local 277

Effective Date: January 1st, 2022 Expiration Date: December 31st, 2023

TABLE OF CONTENTS

<u>PREAMBLE</u>
RECOGNITION
ARTICLE 1: Union Security, Membership, and Orientation
ARTICLE 2: Labor Management Committee
ARTICLE 3: Dues Deduction
ARTICLE 4: Union Representation, Grievance Procedure and Arbitration
ARTICLE 5: Non-Discrimination and Non-Sexual Harassment
ARTICLE 6: Maintenance of Standards
ARTICLE 7: Discharge and Disciplinary Action
ARTICLE 8: Work Hours
ARTICLE 9: Sabbaticals Policy
ARTICLE 10: Roles and Hiring Committee
ARTICLE 11: Crediting
ARTICLE 12: Salary
ARTICLE 13: Holidays, Bereavement Leave, Jury Duty, Paid Vacation and Sick Leave
ARTICLE 14: Fringe Benefits
ARTICLE 15: Expense Reimbursement
ARTICLE 16: Family Care and Long Term Leave
ARTICLE 17: Non-Disclosure And Non-Disparagement Agreements
ARTICLE 18: Contracted Revenue
ARTICLE 19: Transparency and Communication on Partnerships, Coalitions, and Organizing Strategy
ARTICLE 20: Accommodations
Article 21: Employee and Alumni Board Representation

ARTICLE 22: Handbook Annual Review

ARTICLE 23: Professional Development

ARTICLE 24: Lockouts

ARTICLE 25: Seniority, Layoff and Recall, Separation from Employment

ARTICLE 26: Promotions and Position Change Procedures

ARTICLE 27: Duration

APPENDIX A: Salary Tiers

APPENDIX B: Job Descriptions

PREAMBLE

This agreement is entered in good faith by the parties on this first (1) day of January 2022, by and between MOVE Texas, hereinafter called the "Employer," and the OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 277, AFL-CIO, hereinafter called the "Union."

Whereas, the parties hereto desire to cooperate in establishing conditions which will secure the employees concerned a living wage and fair and reasonable conditions of employment and to provide methods for fair and peaceful adjustments of all disputes which may arise between them so as to avoid interruptions and interferences with service to customers.

NOW, THEREFORE, be it mutually agreed as follows:

RECOGNITION

Section 1: The Employer recognizes the Union as the sole and exclusive bargaining representative of all full-time and regular part-time employees, excluding managerial employees, temporary employees, confidential employees, guards, and supervisors as defined in the National Labor Relations Act.

Section 2: If the Employer opens or acquires additional facilities or changes the location of the current facility, the terms and conditions of this Agreement shall apply to employees performing bargaining unit work. The Employer will notify the Union of any newly created classification that is non-supervisory, non-managerial or non-confidential as defined by the The National Labor Relations Act, and which encompasses work performed by existing bargaining unit classifications. Notice shall include the proposed job title, job duties, qualifications, and pay range.

ARTICLE 1: Union Security, Membership, and Orientation

Section 1: The Employer agrees to inform all newly hired employees in the bargaining unit that their job is represented by *OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 277, AFL-CIO*, and introduce all newly hired employees to their designated steward and furnish them with a copy of this agreement.

Section 2: The Employer agrees to inform the Union in writing of all newly hired employees, giving their names, classifications, and home addresses within ten days after they are employed.

Section 3: The Employer shall provide the Union access to members of the bargaining unit. Access includes, but not limited to the following:

- The right to meet with the individual employees on the premises of the employer during the work day to investigate and discuss grievances, work related complaints, and other workplace issues.
- 2. The right to conduct work site meetings during lunch and other non-work breaks, and before and after the workday, on the employer's premises to discuss workplace issues, collective bargaining negotiations, the administration of collective negotiations, other matters related to the duties of the Union, and internal union matters involving the governance or business of the Union.
- 3. The right to meet with newly hired employees, without charge to the pay or leave time of the Union member, for a minimum of 30 minutes, within 30 calendar days from the date of hire, during new employee orientations, or if the Employer does not conduct new employee orientation, at individual or group meetings.
- 4. The Employer shall not encourage bargaining unit members to resign or relinquish Union membership and shall not encourage bargaining unit members to revoke their authorization cards of the deduction of fees to the Union.
- The Employer shall not encourage or discourage an employee from joining, forming, or assisting the Union.

Section 4: Employees shall be allowed to post notices of general union activity on designated bulletin boards, digital communications platforms, and through the employer email system, provided the Employer's email policies are otherwise followed. Union representatives shall have access to the Employer's internet program in the same manner that bargaining unit employees have access to and interact with the intranet program regarding their wages, hours, benefits, and working conditions.

Section 5: The Employer agrees that a representative of the Union shall have workplace access during working hours for the purpose of investigating or settling

disputes, enforcing the union contract, observing working conditions or conducting other union business. The Union agrees to provide the Employer with reasonable notice of the workplace visit. The Employer agrees to cooperate with said representative in ascertaining all facts bearing on any matters in question so that an amicable adjustment can be made.

ARTICLE 2: Labor Management Committee

Section 1: The Employer and the Union shall establish a Labor-Management Committee consisting of such members of management designated by the Employer and such members of the bargaining unit as designated by the Union. Each party may designate up to three (3) members. Meetings shall be held biannually on such dates as the Employer and Union mutually agree and bargaining unit members on the Committee will be on the clock and reimbursed for their attendance at these meetings. The Committee's function shall be to discuss labor-management issues of general concern and to provide a forum for regular communication between labor and management. The Committee's role is advisory, rather than decision-making, in nature. Specific or individual grievances or disputes will not be discussed. Except by mutual agreement, each party shall alternate taking the official notes which shall not be communicated to employees until they have received the approval of both parties. If the parties are unable to reach an agreement on any part of the notes, each shall include a statement briefly explaining its account of the relevant discussion.

ARTICLE 3: Dues Deduction

Section 1: For the convenience of the Union and the employees, the Employer agrees to deduct the regular monthly Union dues from the pay of such employees who authorize such deductions as provided herein.

Section 2: Employees who desire the union dues to be deducted from their pay shall submit to the Employer through the Union a fully executed authorization card.

Section 3: Deductions shall be made for the current regular monthly Union dues of each employee for whom the above authorization has been received, beginning with the first pay following the month in which an employee's authorization was received.

Section 4: Deductions shall be remitted to the designated Financial Officer of the Union monthly with a record of those for whom deductions have been made.

Section 5: For the convenience of the Union and the employees, the Employer agrees to cause to be deducted and remitted to the Union voluntary V.O.T.E. contributions.

ARTICLE 4: Union Representation, Grievance Procedure and Arbitration

Section 1: The Union shall furnish the Employer with a list of names and titles of Local Union Representatives, Stewards, and Chief Stewards.

Section 2: The number of Stewards shall not exceed 4.

Section 3: The term grievance as used in this Agreement shall mean any alleged contract violation or dispute relating to the interpretation or application of its provisions. A grievance may be filed by an individual, group of employees, or the Union.

Grievances shall be presented within thirty (30) working days of its occurrence, or from when the Union or grievant had reasonable knowledge thereof, or such grievance will be deemed waived by the Union. Grievances will be submitted on a written grievance form furnished by the Union.

A Grievance Committee shall be established and consist of up to three (3) members appointed by the Union, a Local 277 Business Representative, and the Employer's designated representative(s).

Section 4: In the event of such grievance, the procedure set forth shall be followed.

Step 1. The employee and the Steward shall meet with the immediate supervisor and take up the grievance. Such supervisor shall respond in writing to the grievance within (5) working days of such meeting. In the event the grievance is not satisfactorily settled, the Union may move the grievance to Step 2 within ten (10) working days of the supervisor's written response.

Step 2. The Steward and the grievant will discuss the grievance with the head of the department involved. Such person shall respond to the grievance in writing within (5) working days. In the event the grievance is not satisfactorily settled, the Union may move the grievance to Step 3 within ten (10) working days of the written response. If the employee's immediate supervisor is head of the department, the grievance will proceed from Step 1 to Step 3.

Step 3. The Grievance Committee, the Union representative, the grievant and the Employer's designated representative, shall meet to discuss the grievance. In the event the grievance is not satisfactorily settled within fourteen (14) working days after such meeting, the Union may submit the grievance for arbitration with proper written notice. If demand for arbitration is not made within the thirty (30) working day period following such meeting, the grievance will be deemed waived.

Section 5: Grievances involving discharge or suspension shall be initiated in Step 3 above.

Section 6: The parties may select an arbitrator by mutual agreement. Failing to agree to an arbitrator within twenty (20) days of the grievance being submitted to arbitration, a request shall be made for the Federal Mediation and Conciliation Service to furnish a list of seven (7) names from which the parties shall select an arbitrator using the striking method. A decision by an Arbitrator shall be final and binding upon both parties.

Section 7: Hearings of cases submitted to the Arbitrator shall be conducted within sixty (60) days from the date from the date of the notification to them of the existence of such cases, unless the Employer and the Union agree otherwise; however, if the Arbitrator and the parties, acting in good faith, are unable to schedule a hearing within such sixty (60) day period, the Arbitrator and the parties shall schedule a hearing as soon as practicable thereafter.

Section 8: The Arbitrator's decision shall be submitted in writing and be final and binding upon both parties.

Section 9:The Arbitrator's expenses, including the fees and facility costs shall be shared equally by both the Employer and the Union. All other expenses that the parties may incur individually are to be the responsibility of the party incurring such expense.

Section 10: The Steward, Chief Steward, witnesses and grievant(s) shall attend all arbitration hearing without loss of pay.

ARTICLE 5: Non-Discrimination and Non-Sexual Harassment

Section 1: The Employer agrees that they will not discriminate against an employee because of their activity as a member of the Union.

Section 2: Neither the Employer nor the Union in carrying out their obligations under this contract, shall discriminate because of race, creed, color, national origin, marital status, veteran status, disability, citizen status, genetic characteristics, ethnicity, sex, age, sexual orientations, gender identity, or any other basis protected by applicable local, state, or federal law. Additionally, the Employer shall practice equal work for equal pay in the workplace.

Section 3: The Employer shall not permit and/or tolerate any sexual harassment.. Furthermore, the Employer guarantees that it will never retaliate, discriminate nor take unlawful action against an employee who makes a sexual harassment claim.

Section 4: An employee who is subject to, witnesses, or suspects any form of discrimination and/or harassment in the workplace shall immediately report the matter directly to their immediate supervisor, manager, or the individual designated by the Employer. Alternatively, the employee may report the matter to any Union representative, who in turn shall immediately report the matter to the Executive Director or individual designated by the Employer.

Section 5: The Employer recognizes that clarity and transparency are critical for our work and to keep everyone safe from harassment, assault, and discrimination. The Employer will work with the Union to create a Code of Conduct on relationships that will be reviewed and updated in our Handbook every year.

ARTICLE 6: Maintenance of Standards

The Employer agrees that all conditions of employment in its operation relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved whenever specific provisions for improvement are made elsewhere in this Agreement.

ARTICLE 7: Discharge and Disciplinary Action

Section 1: It is agreed that the Employer has the right to discharge or discipline any employee for Just Cause provided that progressive discipline has been applied. The Employer agrees to advise the Union of any discharge or other disciplinary action and the reason for such discharge or other disciplinary action, prior to such action.

Section 2: A Union representative must be present during disciplinary conferences, including investigatory meetings. Further, the Union shall receive a copy of written discipline, as provided in Section 1, along with a copy to the Chief Steward and a copy of the employee's personnel file.

Section 3: If, upon joint investigation by the Union and the Employer, or by decision of an arbitrator appointed pursuant to the terms of this Agreement, it is found that an employee has been unjustly discharged, disciplined or laid off, such employee shall be reinstated to the former position held without loss of seniority, suffer no reduction in salary, and shall be compensated by the Employer for all wages and benefits lost while out of work.

Section 4: The Employer agrees to remove all records of discipline from an employee's file after one year from the date of the incident, provided there is no repeat of the same or similar behavior which caused the original notice.

Section 5: All Employees have access to their personnel folders provided they give reasonable advance notice to People Operations.

Section 6: Employees who are laid-off or discharged shall receive two (2) weeks' notice and two (2) weeks' severance pay for each year of service, unless the employee is summarily dismissed for dishonesty.

ARTICLE 8: Work Hours

Section 1: A regular full-time employee is one who is required to work a regular continuing schedule of no more than thirty-two (32) hours per week over the full calendar year, and whose employment is not limited to a specific period of time or project. Employees may work flexible hours. Each work day consists of eight (8) hours including one (1) paid hour for lunch. Full-time employees will only exceed their required work hours on a voluntary basis.

Section 2: A regular part-time employee is one who normally works a regular continuing schedule of twenty (20) to twenty-five (25) hours per week over the full calendar year, and whose employment is not limited to a specific period of time or project. Part-time employees will only exceed their required work hours on a voluntary basis.

Section 3: An employee's regular continuing schedule will be determined by and in consultation with their corresponding direct supervisor. Holidays, paid sick leave, paid time-off, and personal days will not infringe upon regular continuing schedules and require that employees work on their off days to meet weekly work hour requirements.

Section 4: Flex Time: the Employer recognizes that positions require work outside of normal working hours and locations. In order to accommodate organizational requirements and periods of long work hours, an employee may work with their supervisor to create their respective schedules as needed provided they fulfill their job duties, meet deadlines and attend necessary meetings.

5.1 Employees may work remotely, provided they are able to fulfill the essential functions of their job remotely.

Section 6: If the Employer requires any employee to be present at the office or coworking space, a notice of no less than five (5) working days must be given to the employee. Employees may request reasonable accommodation to attend virtually.

ARTICLE 9: Sabbaticals Policy

Section 1: An "employee sabbatical" is an extended, paid leave of absence for qualifying full-time employees. Compensation during an employee's sabbatical will be maintained in accordance with their regular full-time salary and benefits.

Section 2: All full-time employees, upon fulfillment of twenty-four (24) months of employment will become eligible to submit a request to take a four (4) week long employee sabbatical. Upon written submission of their request to take an employee sabbatical, employees must have their request granted within one (1) month by their corresponding department director.

Section 3: All full-time employees, upon fulfillment of forty-eight (48) months of employment will become eligible to submit a request to take an eight (8) week employee sabbatical. Upon written submission of their request to take an 8 week employee sabbatical, employees must have their request granted within one (1) month by their corresponding department director.

Section 4: Agreements over the specific dates of the sabbatical request must be reached in writing between the qualifying employee and their corresponding department director within one (1) month of the employee having submitted their request. In the event that an agreement between the employee and their corresponding department director cannot be reached within one (1) month of the employee having submitted their request to take sabbatical leave, then a steward will intervene to mediate an agreement.

Section 5: An employee may qualify for subsequent four (4) and eight (8) week employee sabbaticals upon having completed previous ones. An employee will accrue credit time for subsequent sabbaticals upon qualifying for their previous sabbaticals. An employee may not take a four (4) week and an eight (8) week sabbatical in the same calendar year. Full-time employees maintain a right to not immediately submit a sabbatical request upon qualifying for one, if they so choose.

ARTICLE 10: Roles and Hiring Committee

The Employer recognizes the progressive power of Unions and that the strongest advocates for internal progressive change are the youth in the organization. The Employer recognizes that to give youth the power to create internal and external change, all full-time and part-time staff members (with the exception of Directors, Managers and temporary staff) shall be able to be Union members.

Section 1: Hiring of Full-time and Part-Time Employees in the Bargaining Unit

- **1.1** All hiring of staff members within the Bargaining Unit shall be conducted through People Operations through a Hiring Committee Process.
- **1.2** The Hiring Committee shall be formed by the Hiring Manager (the new staff member's direct supervisor) with consultation and direction provided by the Operations Department. The Hiring Committee will consist of at least 3 (three) but no more than 4 (four) individuals, including the Hiring Manager. The Union may appoint a minimum of one (1), but no more than two (2), Union members to the Hiring Committee. The Union representative should be either employed in the same job classification as the position being filled. Each interview process shall consist of at least 2 interviews with the Hiring Committee. To the best of the Hiring Committee's ability, they will arrive at a consensus decision for a candidate. If consensus is not reached, then the Hiring Manager will make a decision.
- **1.3** The Union is entitled to a minimum of two (2) week notice of the creation of a Hiring Committee, as well as the individuals appointed to the Hiring Committee by a People Operations representative.

Section 2: Job Descriptions

- **2.1** The Employer shall provide the Union with all job descriptions, regardless of Union status or qualification, prior to each hiring process.
- **2.2** Each position shall have a written job description. Job descriptions will be attached as Appendix A to this Agreement.
- **2.3** Changes to job descriptions for existing or new positions shall be presented to the Union. Within fifteen (15) working days of receipt of the job description, the Union may request to bargain over the job duties. Bargaining shall commence as soon as possible after the request.
- **2.4** An employee shall not receive any type of official reprimand over their performance during the first ninety (90) days after being hired or when a change

has been made to their job description or responsibilities.

- **2.5** All employees will be provided with an onboarding that will include but will not be limited to professional development, training for general organizational and job specific components, and coaching.
- **2.6** An employee may request from People Operations and the employee's supervisor that the employee's job duties be reviewed to determine consistency with the job description and classification. The Employer will act promptly on request for review and will notify the Union of their findings. The Union has 5 (five) days to respond.

Section 3: Overview of Full-Time and Part-Time Employees within the Bargaining Unit. The descriptions below provide a framework for positions within the Bargaining Unit.

Senior Organizer / Associate

- Supports the Managers and Directors in the implementation of project management tasks.
- Guides and provides direction to Associates, Interns, Assistants and/ or Fellows
- A Senior Associate does not discipline however they do make recommendations to the Manager and People Operations for coaching and mentoring.

Organizer / Associate

- Supports the Senior Associate in executing tasks and projects.
- Guide and support Interns, Assistants and/or Fellows.

Section 4: Temporary Employees: A "temporary employee" is defined as an employee who is scheduled to fill a temporary job assignment that has a predetermined beginning and ending date, for a period of not more than six (6) months. Part-time employees (both temporary employees, permanent employees and assistants) must work a set number of hours in a week and will be paid an hourly rate as laid out in the salary tier structure.

- **4.1** The Employer shall provide the Union with notice of all part-time employees at the time of hire. Notice shall include name, position, job description, salary, and length of employment.
- **4.2** The Employer may extend employment for temporary employees for an additional three (3) months with notice to the Union. If the Employer needs to extend the temporary employment for longer than three (3) months, the Employer and the Union shall meet to discuss the temporary employee's status within the agency and determine whether an extension is appropriate.
- **4.3** If the Employer obtains specific funding that would allow a temporary employee's status to become permanent, it shall be communicated to the Union

and the permanent position shall be posted and the temporary employee shall be allowed to apply for the position along with all other eligible employees.

- **4.4** All temporary employees shall be hired for specific programs vetted by the department Director and either the Executive Director or the Managing Director.
- **4.5** If a temporary employee is hired by the Employer at the conclusion of their assignment, their date of hire shall be, for purposes of seniority, the date of the original hire as a temporary employee.
- **4.6** In the event that a temporary employee's educational course or legality disqualifies them from receiving financial compensation, the Union must be notified by management. This does not disqualify them from the position.
- **4.7** Part-time employees shall receive regular pay even if their scheduled workday falls on a holiday.

Section 5 Contractual Employees: A "contractual employee" is an individual or entity who is employed through a third party that provides services to the Employer such as strategic planning and IT services. Such employees are not entitled to the rights and privileges afforded under this Agreement, except as follows:

- **5.1** The Employer agrees not to hire contract employees for such jobs or in such a manner as to undermine this Agreement.
- **5.2** The Employer shall not hire contract employees to replace an employee on leave or in lieu of a permanent bargaining unit member.
- **5.3** The Employer shall provide the Union with notice of all contract employees at the time of hire. Notices shall include name, scope of services, cost of services, and length of contract employment. Notices shall be made public to Union members. If the Union disagrees with the classification of said contract employee, the Union shall promptly notify management.

ARTICLE 11: Crediting

Section 1: New Employee Determination: In order to determine a newly hired employee's placement on a tier on the salary scale, the Hiring Committee will use the following guidelines for crediting past experience:

- **1.1** Experience substantially similar to that of the position being hired for shall be awarded at 100% credit, including educational, volunteer, vocational, and/or non-traditional experience not directly related to the Employer's mission but reflective of the skills and experience that would make the individual successful in their role.
- **1.2** Experience related but not substantially similar to that of the position being hired for shall be awarded at 75% credit, including educational, volunteer, vocational, and/or non-traditional experience not directly related to the Employer's mission but reflective of the skills and experience that would make the individual successful in their role.

Section 2 Union Notification: Prior to providing an offer of employment or promotion to a Union-eligible candidate, the Employer shall provide the Union with the candidate's employment history, including resume, determination of crediting broken down by how much (if any) credit is given for each previous job, and proposed placement on the salary scale.

- **2.1** The Union shall have five (5) working days to respond with either an approval of crediting and salary scale placement or a notification that Union disagrees with the proposed crediting and salary scale placement.
- **2.2** If the Union fails to respond, the Employer may move forward with the proposed crediting or salary scale placement.
- **2.3** If the Union disagrees with the proposed crediting or salary placement, the Employer and the Union shall meet to try to resolve the discrepancies within five (5) working days of the notification. The Employer shall not make an offer of employment to the candidate before this meeting occurs. If the Employer and the Union are unable to reach an agreement as to the credited experience and/or salary scale placement at this meeting, the Union may invoke the Union grievance process and an offer of employment shall not be extended until such grievance is resolved.

ARTICLE 12: Salary

Section 1: Salary Adjustments

- **1.1** Revised salary scales shall be established based on the recommendations of a benchmarking examination conducted by a mutually agreed upon consultant. Current staff will be placed on the new salary scale according to a tier system.. All current employees will be placed on the salary scale according to a tier system. Regardless of the findings of the consultant an employee shall never have their salary decreased and shall receive an annual raise.
- **1.2** Salary reopener: The parties shall bargain over salary raises, a salary scale, and a tier structure in June 2022 for January 1, 2023.
- **1.3** Starting Salary for new employees: Newly hired employees shall be paid at a rate consistent with an employee with similar experience in the same job classification. New employee salaries shall be contingent upon applicable education and/or experience.

Section 2: Salary Determination

- **1.1** Salary and Title Determination
 - Relevant experience
 - Personnel management responsibilities
 - Negotiation with the Union and our Collective Bargaining Agreement

1.2 Cost of Living Adjustments:

- The Cost of Living Adjustment will be at minimum of 4% but may increase depending on that year's inflation estimate.
- An employee whose salary reaches the top of their range tier qualifies for COLA only.
- Organizational financial situation permitting.

Section 3: Salary and Bonus Transparency

- **1.1** All salaries and bonuses, regardless of Union membership, shall be made public to all employees.
- **1.2** Every job posting shall include a salary range, benefits, and fringe benefits regardless of Union membership.

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ARTICLE 13: Holidays, Bereavement Leave, Jury Duty, Paid Vacation and Sick Leave

Section 1: Paid Time Off (PTO): the Employer provides unlimited PTO to eligible, full-time employees.

- **1.1** Department Directors can consider rejecting PTO requests if other team members with similar or complementary duties have asked for PTO during the same time period.
- **1.2** Department Directors can consider rejecting PTO requests if the time in question is during a blackout period except in special circumstances, such as religious events, birthdays, emergencies, and items listed in Section 6.
- **1.3** The Employer must provide the employee with a written explanation as to why PTO was refused.
- **1.4** The Employer is unable to reject PTO requests to force employees to fulfill duties that aren't urgent, to approve leave for another employee who made a later request, or to take action through the progressive discipline policy.
- **1.5** If an employee feels a PTO request that should be approved is denied they can request mediation by the Union.

Section 2: Compensatory Leave

- **2.1** Employees who are required to work over thirty-two (32) hours per week are entitled to compensatory leave time equal to the number of hours worked over thirty-two (32).
- **2.2** Compensatory leave cannot be denied, however, the employee must work with their Department Director to find a time where the employee can take compensatory time provided the department is able to fulfill all necessary duties.
 - **2.1.2** A pay code shall be established in order to take compensatory leave outside of a pay period.

Section 3: Blackout Periods

- **3.1** Blackout Periods shall be pre-established by the Executive Department in consultation with the Union and other Department Directors before the end of the fiscal year for the following year in advance.
- **3.2** Blackout periods shall be communicated to departments in writing.

- **3.3** The Employer shall not establish more than four (4) weeks as "black out" per six (6) months.
- **3.4** PTO cannot be taken during the black out periods pre-established by each Department Director except in special circumstances, such as religious events, birthdays, emergencies, and items listed in Section 6.

Section 4: Holidays

- **4.1** The following are paid holidays for employees:
 - Martin Luther King Jr. Day
 - Presidents Day
 - Cesar Chavez Day
 - Memorial Day
 - Juneteenth
 - Independence Day
 - Labor Day
 - Indigenous People's Day
 - Veterans Day
 - The Monday, Tuesday, Wednesday before Thanksgiving, Thanksgiving Day and the Friday following Thanksgiving.
 - 2 weeks (10 days) beginning no later than December 24th and ending no earlier than December 31st
 - 1 week (5 days) during the summer months (June, July, August)
- **4.2** All non-temporary part-time employees will receive holiday pay equivalent to the hours of work scheduled when the holiday falls on a scheduled workday.
- **4.3** Unless otherwise designated by the government, when a Holiday falls on a Friday, Saturday or Sunday it shall be observed the following Monday.
- **4.4** If a Holiday falls on a work day it shall become a floating Holiday to be taken either on the day of the Holiday or anytime during that pay period or the next.
- **4.5** Each employee is entitled to five (5) floating Holidays a year (birthday, anniversary, religious, etc) to be taken at any time regardless of blackout periods.

Section 5: Bereavement Leave

- **5.1** When a death occurs in an employee's family (including pets), all full-time employees are eligible to take up to five (5) days off with pay.
- **5.2** Upon discussion with their Department Director, employees may request further bereavement time.

Section 6: Jury Duty and Witness Leave

6.1 Staff members will be paid their normal salary, wage and benefits for the duration of jury or witness duty and be permitted to return to the same employment held prior to the start of jury or witness duty.

Section 7: Miscellaneous Leave

7.1 All represented employees are entitled to one (1) paid day off during early voting to vote.

ARTICLE 14: Fringe Benefits

Section 1 Benefits to be provided by the Employer

- **1.1 Medical, dental, and vision insurance:** The Employer will provide all employees covered by this agreement with medical, dental, and vision insurance at no cost to the staff member. The Employer shall provide such dental and vision insurance beginning at any time, but no later than the first open enrollment period for dental and vision insurance that occurs after the term of this Agreement begins. Staff who are eligible to be covered for medical, dental, and/or vision insurance on a spouse's insurance at a lower rate than the Employer's insurance policy shall purchase such insurance and be reimbursed by the Employer for the cost. The Employer will cover 50% of medical, dental and/or vision insurance for employees who wish to cover their dependents. The Employer shall notify staff of the cost of purchasing dependent care medical, dental, and/or vision insurance as soon as possible, but no later than one (1) month prior to the deadline to purchase such coverage.
- **1.2 Health stipend arrangement:** Full-time employees shall be entitled to reimbursement of \$1,250 per calendar year for health expenses not reimbursed by insurance or any other program, including, but not limited to dependent premiums, co-pays, prescriptions, medical expenses, dental expenses, eye care expenses, and gym membership fees.
- **1.3 Retirement plan:** the Employer shall contribute 4.5% of gross salary of full-time employees towards a retirement plan to be determined by the Operations Department in consultation with the Union.
- **1.4 Cafeteria plan (IRS Section 125):** Full-time employees may participate in a "cafeteria plan" that allows employees to contribute tax-free monies to an account to pay for child care, co-pays, prescriptions, medical expenses, dental expenses, and eye care expenses pursuant to IRS regulations. The Cafeteria Plan will be determined by the Operations Department in consultation with the Union.
- **1.5 Disability policy:** the Employer shall provide a short-term disability policy at no cost to the full-time employees who have been employed for one (1) year.

- **1.6 Life Insurance Coverage:** the Employer shall provide life insurance coverage for full-time employees at no cost to the employees. The policy will be determined by the Operations Department in consultation with the Union.
- **1.7 Technology stipend:** Full-time employees are entitled to a technology stipend of \$1,200 per calendar year for technology expenses, including, but not limited to internet service, cell phone service, home office equipment, printer, scanner, etc. Permanent part-time employees are entitled to a technology stipend of \$600 per calendar year for technology expenses, including, but not limited to internet service, cell phone service, home office equipment, printer, scanner, etc.
- **1.8** The Employer shall provide an office or coworking space to any full-time staff member within 60 days of a request being made.
- **1.9 Skill Compensation:** the Employer shall pay employees market rate for requested technical skills outside of job descriptions (ie. translation services, bilingual interviews, graphic design, etc). Employees may decline to execute these technical skills if they are outside of their scope of work.

ARTICLE 15: Expense Reimbursement

Section 1 The Employer shall reimburse staff members for all approved expenses associated with the performance of their jobs as follows:

- **1.1** Staff members shall be reimbursed at the current IRS rate for related travel that is outside of their resident county in their cars. Provided, however, staff members must rent a car if renting a car would be less expensive than mileage reimbursements, as long as administratively possible. Staff members may not claim mileage for travel to and from their residences to their normal place of work. Fines or tickets accrued while traveling are not reimbursable and remain the staff member's responsibility.
- **1.2 Per diem:** Staff members whose work requires them to travel outside their assigned office, overnight, shall receive \$100 per diem. Yearly, the per diem shall be adjusted to the state average plus \$5.
- **1.3 Lodging:** the Employer shall pay for hotel and lodging when an employee is required to travel for work.
- **1.4 Other expenses:** Employees shall give the Employer as much needed notice as is practicable when traveling to fulfill their job duties. Other expenses shall be approved for reimbursement by their Department Director and the Operations Director.

ARTICLE 16: Family Care and Long Term Leave

Section 16 Process for Family Care and Long Term Leave

- **16.1** Full-time employees are entitled to receive up to seventeen (17) weeks of family care leave within a calendar year. Employees may use this family care leave for the birth or adoption of an employee's child, placement of a foster child with the employee, or the serious health condition of a family member.
- **16.2** The Employer shall pay for the employee's full salary and benefits for the seventeen (17) weeks of family care leave.
- **16.3** In special circumstances, an employee may request an additional four (4) weeks of unpaid leave from the employee's supervisor. The Employer shall continue to pay for the employees benefits.
- **16.4** Upon return, employees have the right to request a transition period of up to four (4) weeks where the employee will be working part-time hours, after which the employee will return to full-time status. The Employer will pay full salary and benefits during this time.
- **16.5** Family care leave does not have to be taken in its entirety or consecutively.
- **16.6** Employees utilizing this policy shall give as much notice as possible, and no less than one (1) month notice, including the proposed beginning and ending dates of such leave. When the need for leave is unforeseeable, employees must provide notice as soon as possible and practicable under the circumstances. The Employer recognizes that not all leave can be foreseen to within a precise date.
- **16.7** Absent extenuating circumstances, the employee's supervisor and the Operations Department must work together to submit an effective plan, a minimum of two (2) weeks in advance of leave, outlining temporary coverage and the employees responsibilities.
- **16.8** The Employer may require an employee to obtain certification from a healthcare provider prior to granting family care leave.
- **16.7** Employees on family care leave will not be penalized for their absence and their position will be held for their return.

ARTICLE 17: Non-Disclosure And Non-Disparagement Agreements

A non-disclosure agreement is a legally binding contract that establishes a confidential relationship. The party or parties signing the agreement agree that sensitive information they may obtain will not be made available to any others. An NDA may also be referred to as a confidentiality agreement.

A non-disparagement agreement states that you won't say anything negative about the organization, leaders, or projects in any form of communication.

Section 1: It is agreed that union members have the right to refuse any request to sign a non-disclosure and/or non-disparagement agreement without any disciplinary action, legal retaliation, or salary negotiation.

Section 2: The union must be notified before a request to sign a non-disclosure and/or non-disparagement agreement is offered to union members.

Section 3: There will be no attempt by the Employer to make union members sign a non-disclosure and/or non-disparagement agreement in cases of workplace harassment and/or discrimination. All previous non-disclosure and/or non-disparagement agreements in cases of workplace harassment and/or discrimination shall be nullified.

Section 4: Negotiating or discussing a non-disclosure and/or non-disparagement agreement must take place with at least one (1) and up to three (3) union representatives.

Section 5: If a union member is laid-off, fired, quits, or separates from the Employer for any reason, their severance shall not be withheld if the employee refuses to sign an NDA and/or non-disparagement agreement. A union member shall not be offered more money with their departure in order to sign such agreements.

ARTICLE 18: Contracted Revenue

Section 1: The entire Development Department must be notified as soon as possible upon receipt of any relevant information about current or upcoming grant proposals, reports, and/or any other contracted revenue-related information. All department team members should be copied on relevant communication regarding contracted revenue-related activities.

Section 2 If the timeline for any contracted revenue or report is less than two weeks, a minimum of 2 development staff members must be assigned to complete it.

Section 3 For contracted revenue impacting departmental programming, the relevant department should be notified at the point of application submission and before selection of grant. Impacted staff members may request to reject a contract if there is not capacity to fulfill the contracted requirements, or if the grant contents do not align with the organizational or departmental goals and values.

Section 4 Departments affected by specific grants should be followed up with to ensure compliance with grant requirements. Grant timelines should be shared to relevant departments.

Section 5 For contracted revenue outside of those that are requested explicitly, a consensus must be reached among the entire Development Department and the Executive Director to determine capacity to pursue the contracted revenue.

Section 6 The Development Department shall inform and update the rest of the organization's staff during all-staff meetings over the status of active and recently completed grant proposals, including the grant funding amount and the name of the grantor.

- **6.1** The Development Department must maintain a running record of the organization's active, inactive, and completed contracted revenue agreements accessible to all staff members.
- **6.2** In cases of confidential or anonymous contracted revenue, the development department will include the source in our tracker but all-staff, Union or not, will not share information outside of the organization as stipulated in the contract.

ARTICLE 19: Transparency and Communication on Partnerships, Coalitions, and Organizing Strategy

Section 1: Communication on Partnerships and Collaborations

- **1.1** MOVE Texas Directors and Managers recognize the importance of two-way communication in regards to partnerships, coalitions, and collaborations with individuals, volunteer groups, and organizations that we team up with to support MOVE's mission.
- **1.2** MOVE Texas leadership will strive to be transparent about who the organization collaborates with and accept feedback from represented employees for things to consider in future planning and strategizing.
- **1.3** Represented employees can recommend new individuals, coalitions, and organizations for Directors and Managers to partner with, as legally permissible, and can do so using regular communication channels like email, Slack, checkins, etc.
- **1.4** If a recommendation for a partnership or collaboration with individuals, volunteer groups, and organizations from a represented employee is rejected, MOVE Texas leadership should respond in writing with reasoning within 10 business days.

Section 2: Staff input on Organization Strategy and Tactics

- **2.1** MOVE Texas leadership recognizes the importance of including the perspective of represented employees when it comes to planning organizational strategy, tactics, and building a campaign.
- **2.2** MOVE Texas leadership will strive to be transparent about how organizing and campaign plans are built. MOVE Texas leadership should also strive to be transparent about staff expansions or adding new positions in the organization.
- **2.3** MOVE Texas leadership will strive to include feedback from debriefs with represented employees to be included in future organizing and campaign plans.
- **2.4** If a recommendation from a represented employee is rejected during the planning phase before implementing a new project, workflow, campaign, or organization strategy, MOVE Texas leadership should respond in writing with reasoning for rejection within 10 business days.

ARTICLE 20: Accommodations

Section 1: Disability Accommodation

1.1 The employer agrees to provide accommodations that allow workers to perform the essential functions of the job. Bargaining Unit members may request accommodations that will help them perform their duties. This includes, but is not limited to co-working spaces, mental health days, physical health days, sign-language services, caption services, etc.

Section 2. Employee Assistance Program

- **2.1** The employer will provide confidential assistance through an employee assistance program (EAP) to the bargaining unit. This program will task the employer to find professional services to help with personal concerns that may impact job performance. These concerns may include, but are not limited to, health, marital, family, financial, legal, emotional, alcoholism, and drug addiction, etc.
- **2.2** Participation in the EAP will not jeopardize opportunities for promotion or employment.
- **2.3** The professional services contracted by the employer can be contacted without employer notification.
- **2.4** Any treatment is confidential and will not be disclosed to the employer. In certain circumstances, you may be referred to the EAP by your employer due to job performance issues.

Section 3. Joint Accommodations Reviews

- **3.1** The employer and the Union will form a joint committee to review any special placement and/or reasonable accommodation to be afforded a qualified employee prior to the employee being placed on an open job or afforded a permanent shift change.
- **3.2** An employee who has satisfied the employer that they meet the legally established definition of a disabled person under the terms of the American With Disabilities Act of 1990 will be afforded reasonable accommodation, as prescribed by the Act. Such accommodations will be decided on a case by case basis.
- **3.3** It is understood that while the ADA provides for reasonable accommodation, such accommodation may not necessarily be the individual's preferred accommodation. Where possible, the terms of this

collective bargaining agreement will be respected.

ARTICLE 21: Employee and Alumni Board Representation

- **Section 1:** MOVE Texas Employees, consisting of both unionized staff members and middle managers, and along with MOVE Texas programmatic alumni, shall in sum comprise a minimum of 40% of the MOVE Texas Board of Directors' total membership.
 - **1.1** The Union shall be responsible for electing a minimum of 30% of the board of director's total membership.
 - **1.1.1** A minimum of 15% of the board's total membership shall be unionized staff members.
 - **1.1.2** A minimum of 15% of the board's total membership shall be former participants and alumni of MOVE Texas' programmatic initiatives for the organization's youth base, including but not limited to alumni of the Civic Leadership Program, Field Canvasser Program, and the Artists of Texas Fellowship. Former full-time employees are not eligible for this criteria of board membership, and would instead be subject to MOVE Texas' standard recruitment and selection process for non-employee board members.
 - **1.1.3** Unionized staff members and alumni shall both be appointed on the board of directors through the union's own board recruitment and selection process. The Union will require its recruitment and selection processes to abide by strict diversity, equity and inclusion criteria to ensure fair and just representation on the board.
 - **1.2** Middle managers shall comprise a minimum of 10% of the board of directors and will be appointed through MOVE Texas' standard recruitment and selection processes for non-employee board members.
 - **1.2.1.** In the event that a unionized staff member is promoted to a middle management position, the employee will be required to resign from the board if the maximum quota for middle managers on the board has already been reached. If the maximum quota has not been reached, then the employee will continue to serve the remainder of their term.
- **Section 2:** The Union will be responsible for appointing replacements on the board in the event of vacancies from unionized employee members. The Union shall reserve the right to its seats on the board in the case of vacancies even when it is unable to immediately make appointments or appoint replacements.

- **2.1** Employees and alumni serving on the board shall maintain the full rights and privileges as non-employee members on the board, including but not limited to voting privileges and the right to serve on any board-level Standing and Special Committees.
 - **2.1.1** Employee and alumni board members shall be specifically entitled to representation on the board's Executive Committee, any Special Hiring Committees created to hire an Executive Director in the event of vacancies, and any Special Bylaws Committees created to review and revise organizational bylaws.
- **2.2.** Employee and alumni board members shall be subject to the same codes of conduct, disciplinary standards, fiduciary responsibilities, and legal obligations as non-employee members on the board.
- **Section 3:** Board of directors meetings shall be public and accessible to its key stakeholders, including but not limited to active full-time and part-time staff, programmatic alumni, youth base and community members organizing with MOVE Texas.
 - **3.1** Public notices to all board of directors meetings shall be readily made to MOVE Texas' key stakeholders, including emails and postings on the organization's main communication and bulletin platforms with staff.
- **Section 4:** All voting on the board of directors shall be a matter of public record to MOVE Texas' key stakeholders. Reports/memos over the recorded votes and voting record of all members of the board of directors shall be made readily available to MOVE Texas' key stakeholders.
- **Section 5:** The MOVE Texas Board Bylaws shall be reviewed and revised to reflect the agreements reached in these and future collective bargaining agreements.
 - **5.1** Upon initial amendments to the MOVE Texas Board Bylaws to be reflective of employee and alumni board representation, the bylaws shall henceforth be reviewed and revised at least every two years.

ARTICLE 22: Handbook Annual Review

Section 1: Handbook Annual Review

- **1.1** The Employer shall annually review the handbook at the end of the calendar year to make recommended revisions, if needed, to reflect the changing needs of the organization and report back to the Union for agreement.
- **1.2** The Employer agrees that the employee handbook will be negotiated between the Union and the Employer.
- **1.3** Following the annual review and report, the Union will accept or deny the recommendations and/or propose further revisions.

Section 2: Misconduct Against Handbook Rules

2.1 If a bargaining unit member is experiencing misconduct or workplace violence from a coworker or by management whether specified or not in the handbook or deemed inappropriate, they will be subject to a grievance procedure with help from the union representatives.

It is the policy of the Employer to maintain a workplace free from threats and acts of violence. The Employer will not tolerate any type of workplace violence committed by or against employees. Should an employee experience any prohibited conduct under this article or others by a coworker, the matter shall be handled in accordance with Article 7, Discharge and Disciplinary Action. Should an employee experience any prohibited conduct under this article by a member of management, said management will be removed from the workplace immediately and a prompt investigation will be conducted. The Union's recommendation shall bear equal weight with the employer's when determining appropriate remedy.

2.1.1 Workplace violence can include oral, written, or online statements, gestures, or expressions that communicate a direct or indirect threat of physical harm, damage to property, or any intentional behavior that may cause a person to feel threatened or harassed.

ARTICLE 23: Professional Development

Section 1. Professional Development.

- **1.1** All staff members (full-time, part-time) will receive at least four weeks of onboarding. Onboarding will consist of orientation and training according to their job responsibilities within the first two weeks of employment and the following two weeks will cover organizational components. All staff members (full-time, part-time) will receive an overview of all departments, the organization's history, and an explanation of its core values, mission, vision, and goals within the first month.
- **1.2** All staff will regularly receive updated formal training on organizational structure, and departmental changes.
- **Section 2.** The employee may request that their direct supervisor and/or other management assist them in creating a career development plan at any time. The career development process is a means for developing the employee in their role and additional skills they may choose to build upon.
- **Section 3.** The employer will allocate a minimum of \$2,000 for full-time employees and \$1,000 for permanent part-time employees per calendar year to spend on professional development.
 - **3.1** Department directors shall establish a process through which programmatic temporary employees (excluding canvassers) can access funds for professional development outside of what the Employer can provide.
- **Section 4.** The employer will implement strategic, organizational planning through staff retreats, departmental retreats, and union retreats to ensure all staff have access to the tools and resources of the organization. This process will maintain transparency and guarantee cohesive cross-departmental collaboration within the organization.
 - **4.1** Strategic organizational planning includes but is not limited to organizing and executing at minimum one (1) all-staff retreat, four (4) departmental retreats or strategy meetings, minimum of one (1) bargaining retreat, and one (1) union retreat to incorporate complete input and obtain additional knowledge to guide the organization's vision.
 - **4.2** Departmental supervisors will work with the employer to plan the one (1) annual retreat for all-staff and departmental planning, capacity building, and big rock overviews. Before each retreat, management shall meet with Union stewards to discuss and plan topics and goals.

4.3 The employer will fund a 2-day retreat during work hours for the Union to convene annually no later than four (4) weeks succeeding negotiations every year.

ARTICLE 24: Lockouts

Section 1: Lockouts

- **1.1** There shall be no lockouts during the term of the contract.
- **1.2** The Employer shall not require employees to cross a picket line of a labor organization striking the primary employer at the same location.

ARTICLE 25: Seniority, Layoff and Recall, Separation from Employment

Section 1: Seniority shall mean length of continuous service with the Employer from the most recent date of hire.

Section 2: An employee shall lose all seniority rights for any one or more of the following reasons:

- (a) Voluntary resignation
- (b) Discharge for just cause
- (c) Refusing recall

Section 3: In the event of a layoff, the employee with the least amount of seniority in the affected classification will be the first laid off.

Section 4: Notice of such layoff shall be given, in writing, with a copy to the Union office four (4) weeks before the scheduled layoff, or four (4) weeks' pay in lieu thereof. Laid off employees shall retain recall rights for a period of 5 years. Employees on laid off status must be recalled for employment before a new employee is hired from the outside.

Section 5: The Employer, upon recalling employees from layoff, shall do so in the order of seniority per classification to be recalled.

Section 6: Any employee who is laid off and refuses a call back to their former classification shall forfeit all rights to their employment, including seniority rights.

Section 7: Any employee who was previously employed, had a break in service of less than one year, and who is re-employed, shall be credited with all past years of service and any rights and benefits under this agreement.

Section 8: Upon leaving the organization, every employee will be offered an exit interview and/or questionnaire which they can accept or decline.

- **8.1** The exit interview and/or questionnaire may not be conducted by your direct supervisor.
- **8.2** The exit interview and/or questionnaire will be conducted with the former employee, a People Operations representative and a Union representative. In the case of an exit questionnaire, it shall be administered by a People Operations representative and responses shall

be shared with a Union representative. Exiting employees can choose not to have Union representation, however, all information gathered during the exit interview shall be shared with the Union stewards upon request.

Section 9: Unemployment compensation shall not be contested for employees who have lost their job. Eligibility for unemployment compensation will, in part, be determined by the reasons for separation and can be denied if loss of employment is the result of misconduct.

ARTICLE 26: Promotions and Position Change Procedures

Section 1: No staff member may be hired or moved to a direct position managed by a direct family member (spouses, parents, grandparents, uncles, aunts, children, siblings, nieces, or nephews, by blood, adoption, or marriage), or friend.

- **1.1** A contractor who holds any form of relationship (friendship, familial, etc), other than professional, with an employee in charge of contracting, shall not be contracted.
 - **1.2.1** Friends and family can be references but never directly in the final decision to hire a contractor.

Section 2: Promotions and lateral moves must go through a standard promotion process to be considered for the position. Management shall proactively use Talent Mapping to forecast long-term hiring needs. After two years, an associate's contribution to the organization and tenure shall be assessed for a promotional opportunity to a senior associate if no management or leadership role is available. The assessment would include: (See Article 10, 2.6)

- **2.1** A review of the job description to determine if it accurately reflects the work they perform, their growth, and their potential.
- **2.2** Consider the job that is currently held and identify the new skills developed and collective experiences increase in overall expertise.
- **2.3** Identify if the responsibilities or employee potential for increased responsibilities constitutes a lateral move or promotion to a management or leadership role.
- **2.4** A proposal by the hiring manager must include the value of the employees work to the organization and the skills developed.

Section 3: If there is an immediate need for a manager, a current associate should be considered first before outside searches are conducted.

Section 4: All hiring for positions, regardless of Union status or qualification, will follow the same standard process, have job descriptions, an equitable hiring process with a hiring committee with Union representation, and will be available and posted internally

for staff for a minimum of one week before choosing to be posted externally.

4.1 All internal applicants that apply for a position shall receive the opportunity to participate in the first-round (post-phone screening) interview for the position.

Section 5: Promotion and Lateral Moves Within or to Another Department

- **5.1** If not a promotion or lateral move being considered for an existing employee, all job vacancies below the Executive Director will be posted internally for one week and are open to all employees.
- **5.2** If a supervisor is interested in promoting or moving an employee outside of their department laterally, they must follow the process listed in i. through iv. accordingly.
- **5.3** In the event that a new vacant or existing position has been identified for a potential promotion, the following will take place:
 - **5.3.1** The supervisor wishing to recommend a promotion or move an employee laterally because of a change in job duties being performed should review and revise the employee's job description in accordance with that employee's actual job duties, making note of major changes in responsibility that would warrant consideration of a promotion.
 - **5.3.2** The supervisor should submit the new job description, along with a completed salary authorization form outlining recommended grade/salary/title changes, and a memorandum outlining the recommendation to the designated People Operations representative.
 - **5.3.2.1** The People Operations Representative will review the documentation and compare it to market rate and the internal salary structure of the Employer and determine if the recommendation should be supported, modified or denied.
- **5.4** Employees who are interested in a posted position should make that interest known by applying for the position and can do so even after the position is posted externally.

- **5.5** Internal candidates do not need the permission of their supervisor to apply for open positions. After applicants are interviewed by the Hiring Committee and if they are considered good candidates for the position, their supervisor will be notified of their application by People Operations.
- **5.6** If a vacancy exists at the Leadership level, potential internal candidates will be reviewed by the Executive Director. The position may also be advertised externally. Internal candidates, if any, will be considered based on a comparison to both internal and external candidates.
- **5.7** The maximum time that an employee may be kept in his or her current position after being accepted for another position is 30 calendar days.

Section 6: Any employee in good standing is eligible for promotion consideration or lateral move, assuming he or she meets the minimum qualifications for the position.

Section 7: All changes in pay will be consistent with the guidelines listed in the The Employer's Salary Tier Structure or non-Union Compensation Plan. The salary offered for the new position will be determined primarily based on the employee's qualifications for the new position and internal equity within the department or work group. Employees can choose to accept or decline offers without repercussions in their current position.

ARTICLE 27: Duration

This agreement shall become effective January 1, 2022 and shall continue in effect until 11:59 PM December 31, 2023, and shall automatically be renewed thereafter from year to year unless either party notifies the other in writing 60 day prior to the expiration date that it desires to terminate or change the provisions of this agreement.

APPENDIX A: Salary Tiers

Level	Title	Salary Range	
Salaried	Senior Organizer / Associate	\$60,000	\$70,200
	Organizer / Associate	\$50,000	\$60,000
Hourly	Part-Time	\$25/hr	

Senior Organizer / Associate

- Supports the Managers and Directors in the implementation of project management tasks.
- Guides and provides direction to Associates, Interns, Assistants and/ or Fellows
- A Senior Associate does not discipline however they do make recommendations to the Manager and People Operations for coaching and mentoring.

Organizer / Associate

- Supports the Senior Associate in executing tasks and projects.
- Guide and support Interns, Assistants and/or Fellows.

Part-Time

Part-Time	\$25/hr
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Organizer / Associate

Year 1	\$50,000
Year 2	\$52,000
Year 3	\$54,100
Year 4	\$56,300
Year 5	\$58,550

Senior Organizer / Associate

Serier Organizer / Accordate		
Year 1	\$60,000	
Year 2	\$62,400	
Year 3	\$64,900	
Year 4	\$67,500	
Year 5	\$70,200	

APPENDIX B: Job Descriptions