

Collective Bargaining Agreement

between

**Local 32035, Communications Workers of
America**

and

Student Action with Farmworkers

September 1, 2016 – August 31, 2019

COLLECTIVE BARGAINING AGREEMENT
Between
Student Action with Farmworkers
And
Communication Workers of America
Local 32035

Dates: September 1, 2016 through August 31, 2019

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This Agreement entered into this 1st day of September 2016 between the Communication Workers of America Local 32035 (hereinafter referred to as the Union) and Student Action with Farmworkers (hereafter referred to as the Employer) shall be binding on both parties.

Article 1 – Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for all staff except the Executive Director and Assistant Director.

Article 2 – Dues Check-Off and COPE

Note: The check-off authorization for membership and COPE that follows will be honored with the terms printed therein.

Date of Application _____

Signature _____

Address _____

Phone Number _____

1. Authorization and Assignment

You are hereby authorized and directed to deduct from my wages a sum equal to the membership dues and initiation fee which shall be remitted by you to the Communications Workers of America Local 32035 in accordance with the applicable collective bargaining agreement.

This authorization shall be irrevocable until a date one (1) year from the effective date hereof or until the date on which the current collective bargaining agreement between my Employer and the CWA Local 32035 is terminated, whichever is earlier. I agree and direct that this Authorization and Assignment shall be automatically renewed and shall be irrevocable for successive periods of one (1) year from the effective date hereof or for the period of each succeeding applicable collective bargaining agreement between my Employer and CWA Local 32035, whichever period is shorter, unless written notice of revocation by individual registered mail is given by me to my Employer and CWA Local 32035, whichever date is earlier. This Authorization and Assignment supersedes all previous Authorizations and Assignments. During the life of this Agreement, the Employer agrees to deduct authorized dues levied by the Communications Workers of America or Local 32035, CWA, in accordance with the Union Constitution and By-Laws, from the pay of each employee who, individually and voluntarily, certifies in writing, in a form meeting the requirements of the law, that he authorizes such deductions. The form for Authorization and Assignment is attached hereto and made a part of this Agreement. Authorized dues deducted by the Employer under this provision shall be remitted to the Office Manager of the Local Union within thirty (30) days from the date of deductions, together with a list of employees from whom deductions were made and the amount deducted from each.

2. CWA Voluntary COPE Check-Off Authorization

Local Union Number 32035

Location _____

Date _____

I hereby authorize the Employer to deduct from my pay the sum of (weekly, monthly or yearly) and to forward that amount to the COPE Committee.

This authorization is voluntarily made. The signing of this Authorization and the making of payments to the Committee are not conditions of membership in the Union or of employment with this organization. I may refuse to contribute without reprisal.

The CWA COPE Committee is connected with the COPE in a joint fund-raising effort, and they use the money they receive for political expenditures in connection with elections, (including, but not limited to, making contributions for federal, state and local officers and addressing political issues of public importance).

Contributions or gifts to COPE are not deductible as charitable contributions for federal income tax purposes.

Signature _____

Home Address _____

Telephone # _____

Article 3 - Pro-equitable Workplace

The Employer declares and affirms a practice of equal opportunity. Employer will foster, maintain and promote equal opportunity in the employment of all persons with the organization, and will prohibit discrimination in employment by the organization because of age, sex, race, religion, color, national origin, union affiliation, citizenship status, military status, culture, class, gender expression, marital or parental status, family relationship, sexual or affectional preference, political activities or beliefs or disability. The organization shall give preference to and actively recruit current and former farmworkers and people from farmworking families for all positions to reflect the constituency of the organization. Members of under represented groups are particularly encouraged to apply.

It is further agreed that the concept of pay equity and equal pay for work of comparable value shall be a fundamental factor of the Employer's pay policy.

Because we value pro-equity in our work and want it to be an institutional part of our organization, we are committed to providing appropriate training to staff. A joint Employer/ Employee team will coordinate a 1/2 day to 2 day anti-oppression/ pro-equitable training every year with an outside facilitator to strengthen relationships and to promote balanced power dynamics between co-workers, students, partners, and management. The staff will review our office culture document at least annually.

Article 4 - Hiring

a) When hiring a new employee or promoting a current employee, the Executive Director will convene a committee of a mutually agreeable number of board and staff members to implement the affirmative action policy, review new job descriptions and titles, and participate in the recruitment and interviewing of applicants, and participate in the promotion of current employees, except when hiring an interim

employee. Final decisions in hiring are at the discretion of management.

b) All new employees will be given a description of the duties and functions for which they have been hired on the first day of work. The Employer may change the job description due to needs determined by strategic plans or grant requirements, which they will discuss with the affected employee and present to affected staff. The employee will have the opportunity to give input regarding changes to their job description. If an employee wishes to change their job description or title in accordance with SAF's programs and mission they must present the changes to the Employer. Job descriptions will be reviewed annually as a part of evaluations.

c) Introductory Period: All newly hired employees and employees who begin work in a new position will go through an introductory period of three (3) months. During this period employees will receive all benefits and may use leave as they accrue it. Except where otherwise noted this contract applies to introductory employees the same as it applies to other employees. Introductory employees do not have the right to arbitration. At the end of this period, the employee's supervisor will complete a written evaluation and the employee will complete a self-evaluation that will determine continued employment with the organization.

Each introductory employee will receive an orientation that includes a sit-down meeting with the Employer and coworkers including a discussion of their job description. Each new employee will have an evaluation [see Article 7] at the end of their introductory period.

The Union's designated representative can meet with all introductory employees within one week of hire date during work hours without loss of pay.

d) Promotion: The Employer shall circulate a job description for any job opening within the organization. For any promotions or transfers within the organization, the employer will circulate a job description among current employees. Employees interested in being considered for this job will submit a cover letter and resume to the Executive Director. An employee denied promotion or transfer will be given written reasons for such denial by the Employer. Should the hiring committee agree, long-term interns working in the SAF office for at least 10 weeks could be considered for job openings through the promotion process.

Article 5 - Job Classification and Pay

The established bargaining unit does not include the Executive Director, the Assistant Director, or any individual with the authority to hire or fire other staff.

Employees will be classified full-time or part-time at the beginning of the employment relationship. An employee's classification can be changed if the circumstances of employment change. An employee who objects to a change in their classification may ask a Steward to help them negotiate with the Employer and/or file a grievance.

1. Salaries - See Appendix A

2. There shall be no contracting out of work that affects the growth of the bargaining unit.

3. The Employer may hire temporary employees to fill in for employees on leave for more than four months. Temporary employees will be covered by this contract. The Employer may contract with individuals to fill in for employees on leave for less than four months. Any exceptions will be agreed upon by both parties.

4. All employees covered by this contract will be considered non-exempt for purposes of overtime.

Article 6 - Union Representation

The Union shall choose a Steward or other representative to conduct routine union business. Such persons will be allowed up to one hour per week during working hours to conduct their duties without loss of pay. Up to 2 hours per week during working hours is allowed for up to 2 staff members to meet with the organization for contract negotiations. Any additional time shall be negotiated with the Employer. The Union will notify the Employer of the name of the steward.

Union members will be designated by the Union to attend grievance meetings or participate in other Employer/union communications set forth in this contract, and shall be released for that purpose without loss of pay.

A duly authorized representative of the Local or International Union shall be permitted access to the employment premises with prior notification to the Employer except for emergency situations during working hours, for the purposes of ascertaining compliance with this

Agreement, investigating grievances or conducting other Union business. The Union's representatives will conduct business in a manner that respects the normal flow of the organization's work. The Union shall provide the Employer with the names of the International Representative and Local staff, and shall communicate updated information as necessary.

Upon signing this agreement, the Employer shall supply the Union with a staff list of all employees showing date of hire, job classification and rate of pay. An updated list will be provided to the Union each time there are changes in this information.

Article 7 - Personnel Issues

Workplan

(a) During the introductory period, the supervisor will work with the employee to develop their workplan in accordance with their job description. Employees may request a Steward to assist during this process.

(b) Each employee's job description will be reviewed and their workplan will be updated as a part of the evaluation. Employees may request a Steward to assist during this process.

(c) Each employee will complete monthly written progress reports indicating the major activities undertaken and accomplishments achieved during the month.

Evaluations

When

- Evaluations will be done at the end of an employee's Introductory Period.
- Formal evaluations of all employees will occur annually. Informal evaluations will occur at mutually agreed upon intervals as needed.

How

- The employee will complete a written self-evaluation.
- Written evaluations will also be completed by the employee's supervisor. The evaluator will solicit input from the employee's coworkers, and may solicit input from SAF interns or community partners. The employee may make recommendations for individuals to contact.
- Co-workers will only evaluate the employee's performance in applicable areas.

- The supervisor will meet with the employee to discuss the evaluations **after** the employee has had at least 1 week to review them.
- The employee being evaluated may also request a meeting with their coworkers.
- The employee may write a response to their supervisor's or coworkers' evaluations of them.
- All employees can complete an evaluation of their supervisor and/or director.

Content of the Meeting

- Evaluations will be a learning tool to assess training needs and opportunities for staff development, including recommendations for career development.
- Evaluations will critique employee performance and focus on achievement and plans for improvement as well as possible new areas of work.
- Evaluations will review and may update the employee's workload, job description and workplan.
- Employees may include concrete evidence of the quality of their work.
- See Appendix B for a copy of the Evaluation Forms.

Documentation

- The compiled evaluations will be put in the employee's personnel file.

Check-ins

- Regular informal supervisor/employee check-ins will be done at a mutually agreeable interval.

Personnel Records

The Executive Director shall maintain employees' personnel records which includes an employee's application, cover letter, resume, pre-employment material and all pertinent documents concerning the employee's employment record, job description, workplan, compiled evaluations and documentation of disciplinary action or changes in employment status.

Information regarding salary information and absences are readily available.

Access to personnel records is restricted to those authorized by the employee and those needing information for tax, insurance or benefits purposes.

Employees may review and copy their own personnel file at any time, without previous notice.

Staff Development

The Employer encourages employees to attend continuing education workshops or courses that will assist and/or improve their work at SAF and help them make a long term commitment to working at the organization. The Employer also encourages employees to engage in activities outside of work that will assist them to handle stress and live a balanced life. Each year, each Employee will work with the Employer to develop a training plan to meet their personal and professional development goals during their annual evaluation.

The employee may take up to five paid days, for the purposes of personal or professional development in line with their annual goals outlined in their annual evaluation plan. This development includes studies, trainings, seminars, conferences or time spent with a coach or mentor/mentoring organization. The Employer will offer \$200 - \$400 per employee per year to fund said development, upon approval of the Executive Director. Employer will notify staff about how professional development funds are being used at least on a quarterly basis. This benefit does not roll over from one year to the next.

Article 8 - Seniority

Seniority will be determined by the original date of hire and/or first work performed for the Employer. Part-time employees will accrue pro-rated seniority. (An employee who works 20 hours a week for a year will accrue six months of seniority.)

Benefits of Seniority

1. If due to budget shortfalls, layoffs of staff are necessary, staff within a given program (e.g., Into the Fields) will be laid off first by least seniority.
2. Senior staff has priority on a leave of absence request, if there are two or more requests covering the same period of time.
3. When employees have a mutually agreeable break in service they will maintain their seniority for two years, after which time an employee will be considered a new hire and go through an introductory period.

Article 9 - Employee Benefits

Health Insurance The Employer will provide insurance coverage that is of comparable cost, meaning the employer will cover 100% of the

premium, and of comparable coverage, meaning there will not be a reduction in the package of benefits provided at the time of this agreement. Any active employee who works a minimum of 30 hours/week on a year-round basis will be considered full-time for purposes of health insurance. Employees may submit input to be used in the Employer's decision of which plan to use.

(a) Full-time employees will be entitled to individual coverage under the group health insurance plan offered by the Employer OR be reimbursed for coverage provided elsewhere [up to the cost of coverage under the Employer's group plan] as long as this does not jeopardize the Employer's ability to maintain its small group policy.

(b) Part-time employees (those employees who work fewer than 30 hours per week) who have their own health care coverage will receive pro-rated reimbursement for their monthly premium, based on a 40-hour workweek. If their monthly premium is more than 5% higher than it would be under SAF's group plan, then the pro-rata reimbursement will be based on the premium that would apply under SAF's group plan.

Part-time employees who do not have their own health care coverage will receive a health care stipend equal to the pro-rated amount of the monthly premium that would apply under SAF's group plan.

(C) Employees can choose to pay out of pocket for coverage of eligible partners/ family members.

Article 10 - Employer Coverage

Workers' Compensation The Employer will provide workers' compensation insurance in the amounts prescribed by the state of North Carolina. No employee will be retaliated against for filing a workers' compensation claim. If the organization's insurance carrier denies the workers' compensation claim, then the FMLA leave would apply.

Unemployment Insurance The Employer will maintain current unemployment insurance coverage for employees.

Article 11 - Working Conditions

Breaks

The working day shall consist of seven working hours within 8 consecutive hours and shall include one hour of break time (pro-rated for part-time). This one hour of break time is not included in the total "time worked" for each workweek (defined at Article 12, below) for purposes of determining whether overtime work has occurred during that workweek.

Travel Allowance

- a) Meal costs and gratuities will be reimbursed up to the daily maximum allowance of \$40 (unless an exception is granted by the Executive Director) when traveling a minimum of eight hours for work. Employees who travel less than eight hours may receive meal reimbursement upon the approval of the Employer. Receipts must be submitted for reimbursement.
- b) Hotel bills, transportation (including rental insurance and parking), supplies and other work-related expenses shall be paid directly by the Employer.
- c) Employees will preference the use of SAF cars for work related travel. When employees use their own vehicle for SAF business they will be reimbursed for mileage at a rate of 48 cents per mile.
- d) The Employer will provide a second line to mobile phones for employees that utilize their personal cell phones for extensive work-related calls and texts during their program season (e.g., Program Director, Program Coordinator, Youth Director). The Employer will also reimburse these staff for data overages due to work on their personal mobile phones up to \$10/month. *We will re-evaluate this option in one year.*
- e) In the event of a mechanical problem with a vehicle needed for ground/air transportation to an Employer assignment, alternative measures to deal with the problem will be explored with the Employer. When no suitable alternative can be arranged, the Employer, in consultation with the employee, will determine what action to take, including rescheduling the work or providing emergency funds for transportation.
- f) SAF Employees may be issued advances so that personal funds will not be required. The advances shall not exceed the estimated cost of the trip and may not be issued more than five working days prior to the date of departure. Advances must be deducted from the amount requested on the reimbursement request form. If the employee does not provide receipts, they will be required to reimburse the Employer for the costs.

Health and Safety

The Employer recognizes its responsibility to provide a safe and healthy workplace. It further recognizes the right of an employee to refuse to accept an assignment or job which the employee has a good reason to believe is hazardous or is performed under hazardous conditions. At the Union's request, the Employer and the Union shall establish a Health and Safety Committee with the Employer providing

necessary lost time for employees to attend meetings. The Health and Safety Committee shall meet to resolve immediate health and safety concerns. The Committee may report at board meetings and make recommendations for resolution. The Employer will implement the recommendations of the committee as is financially feasible and prudent.

Article 12 - Paid Leave

Normal Workweek - The normal workweek shall be 40 hours for full-time employees and shall begin on Saturday and end on the following Friday.

Flex Time - SAF allows employees to work an alternative work schedule instead of traditional fixed work schedules (e.g., 8 hours per day, 40 hours per week) to enable employees to have work schedules that help to balance work and family or personal responsibilities. Each employee will discuss any alternative work schedule annually with the Executive Director during the employee's performance evaluation. SAF allows three categories of alternative work schedules:

- 1) Flexible work hours, which allow employees to select and alter their work schedules to better fit personal needs and help balance work, family & personal responsibilities.
- 2) Compressed work schedule, which allows employees to work a ten-hour day, thereby reducing the workweek to four days a week.
- 3) Telecommute (e.g., work from home) for up to one day each week.

Each of these alternative work schedules requires advance approval from the Executive Director and requires that the following are met:

- The employee is generally at work during the core work days and hours (Tuesday through Thursday 10 am - 4 pm),
- The employee puts their schedule on the shared calendar in advance,
- The employee attends staff meetings and other scheduled staff events,
- The employee can make arrangements to go in to the office for crucial meetings or to address urgent needs, and
- The employee's schedule does not prevent regularly scheduled program activities or staff meetings from occurring.

In addition to the requirements above, in order to telecommute the following must be met:

- The employee's work can be performed off-site,
- The employee has a personal phone and computer, as well as offsite access to work email and the SAF server, as needed, and

- The employee establishes "office hours" and informs others how they can be reached when they are working offsite (including on their work voice mail).

An employee cannot both work a compressed work schedule and telecommute, but they can combine either of these options with flexible work hours if desired.

Reporting of work: Each employee will complete an electronic time sheet on a weekly basis. On the time sheet, the employee will report absences, record overtime and certify the hours and days worked. Each employee will record their vacation and other paid leave on their time sheet. The Assistant Director will approve employees' monthly records and discuss changes with the employee.

Overtime: Covered employees must receive approval from the Executive Director before working more than 40 hours in a workweek. Covered employees who work more than 40 hours are entitled to overtime compensation at the rate equivalent to one and one-half times their normal hourly rate of pay.

Covered employees will be scheduled for overtime work only in exceptional circumstances. Covered employees are responsible for staying within their scheduled hours unless specifically requested to work overtime by the employee's supervisor. If employees think their duties for a given week will cause them to work more than 40 hours, they are responsible for requesting approval from their supervisor at least two weeks in advance, so some adjustment to their work schedule/load can be made or overtime approved.

Vacation - Employees may take vacation days only as they are accrued unless an exception is granted by the Employer. Employees are eligible for vacation pro-rated on the basis of 40 hours/week. Employees will be entitled to take vacation according to their length of employment or seniority as indicated below:

Up to 2 years---15 days per year
2-4 years---17 days per year
More than 4 years-20 days per year

Staff may carry over a maximum of 20 vacation days to the next calendar year. Years will be computed from September 1 - August 31, in accordance with the Employer's fiscal year.

Scheduling: The dates during which the paid vacation is taken must be mutually agreed upon by the staff member and the Executive Director. The Employer shall endeavor to comply with the staff member's request for vacation time consistent with the operational demands of the

organization. Approval will not be unreasonably withheld. Employees should request leave from the Executive Director at least two weeks in advance if they take more than two days of vacation leave at a time.

Holidays - Employees are eligible for thirteen holidays per year prorated on the basis of 40 hours/week. Holidays are not to be used as vacation or personal leave, but must be taken on nationally or internationally recognized holidays, such as religious celebrations, or for personal birthdays. Employees must provide notice of holiday leave to the Executive Director at least one week in advance, and cannot take more than 2 consecutive days off for holiday at one time. If an employee has to work on a holiday that they honor, they may take the holiday within one week of the designated holiday. Holidays are not carried over to the next year. Unused holidays shall not be paid to an employee upon separation from SAF.

Personal Days - To respect the privacy of employees and discourage discrimination, the Employer offers personal days in lieu of sick days. Employees are eligible for 12 personal days per year prorated on the basis of 40 hours/week. Personal days that are not used can be carried over from one year to the next up to a maximum of 30 days. Unused personal days shall not be paid to an employee upon separation from SAF. Employees may donate up to one-half of their personal days to one or more other employees at their discretion. Employees must notify the Executive Director in advance of donating the days.

Parental & Disability Leave - Full-time employees who become parents either through birth or adoption shall receive 20 days of paid parental leave. Employees may use up to 40 days of their personal or vacation time for additional parental leave for a total of 12 weeks paid leave time in one year.

Full-time employees who are disabled by sickness or injury, or who need to care for a sick family member, shall receive 20 days of paid medical leave. Employees may use up to 40 days of their personal leave for additional disability leave for a total of 12 weeks paid leave time in one year. Employees must provide a doctor's note within a reasonable amount of time, preferably within one week of time they are out.

If an employee uses both their 20 days paid parental and 20 days paid disability leave in one year, then they can take an additional 40 days of personal or vacation time for a total of 16 weeks paid leave time.

If a longer absence is needed, employees may, with the approval of the organization, take up to three months unpaid leave to extend the period (unless they are extending parental leave and all unpaid disability leave has been taken or unless they are extending

disability leave and all unpaid parental leave has been taken in a twelve-month period). When possible, the employee shall give thirty days notice prior to taking family and medical leave.

During parental and disability leave, the employee shall not accrue additional leave credits. Leave will accrue as usual if employees use personal or vacation time. Medical benefits will continue to be paid by the organization.

Part-time employees are eligible for paid and unpaid parental and disability leave pro-rated on the basis of 40 hours/week.

Inclement Weather - Employees should use Duke University's severe weather policy for "non-essential" staff and should not report to work or remain at work while the severe weather policy is in effect, regardless of her/his ability to report to work. The Executive Director may grant exceptions.

Emergency/Bereavement - Full-time employees shall be entitled to five (5) days paid emergency leave, such as a death in the immediate family or family of choice, fire, or other unavoidable circumstances with consent of the Employer. Part time employees are eligible on a pro-rated basis. Employees may use all available leave including personal/vacation/etc. during the emergency/bereavement period with consent of the Employer. Reasonable requests will be granted.

Jury or Witness Duty - An employee who is not party to the action and who is absent in compliance with a summons for jury duty or a subpoena requiring the employee to appear in court as a witness shall be excused with pay, minus any amount of compensation received by the employee for jury or witness duty, during which the employee is absent on scheduled days because of such jury service or court appearance. When an employee is excused from jury or witness duty for part of the day or for an entire day, the employee shall report to the Employer in person or by telephone for an assignment.

Quarantine - In the case of unavoidable absence due to contagious disease and quarantine by any public health authority in an employee's immediate household or unavoidable quarantine elsewhere, the employee shall be paid up to 30 days on the same basis as if the absence were caused by illness of the employee.

Military Leave - A maximum of ten (10) days per year with pay will be granted for military leave such as Summer Camp, Special Duty, Emergency Call-Up, etc. Any amount over 10 days will be granted without pay. If military pay is received during this leave period, the employee will be paid the difference between the amount paid them by the military and their normal rate of pay.

Sabbatical - After each five years of employment, full-time employees are eligible to receive a two month sabbatical leave with the understanding that the person will commit to work for SAF for one year after the sabbatical and will take the sabbatical at a time that is appropriate for the work of the organization. Request for sabbatical leave should be made at least two months prior to the starting date of the leave to the Executive Director. Employees that do not take a sabbatical at the five year interval may take the leave in another year if approved by the Executive Director in advance. Employees cannot take a sabbatical two years in a row.

One month (4 weeks) sabbatical will be fully paid. Employees are encouraged to seek funding to support their sabbatical. An employee can take an unpaid leave of absence for the second month or has the option to use their accrued personal leave. The employee will communicate what type of leave they will use for the second month to the Executive Director at least two weeks in advance of the leave. Sabbatical leave does not accrue and other leave does not accrue during sabbatical leave. Leave will accrue as usual if employees use personal leave. SAF will continue to pay medical benefits during the leave.

Article 13 - Unpaid Leave

Unpaid Leave - The Employer may grant an unpaid leave of absence of up to two (2) months to employees who have worked one (1) or less years, up to six (6) months to employees who have worked two (2) or more years, and up to twelve (12) months to employees who have worked three (3) or more years. The request for leave shall be in writing and shall state the reason leave is being requested and shall be submitted at least thirty (30) days prior to commencement, if possible. Permission to leave will not be unreasonably denied. Employees returning to work from an unpaid leave of absence shall be placed in their same or comparable job. An employee on personal leave has the option to continue benefits by reimbursing Employer for the cost of benefits. Seniority will not be gained nor lost during unpaid leave.

Union Leave - Employees who are elected or appointed to a position in CWA and who have worked with SAF at least 12 months may be granted Union leave without pay for a period of up to six (6) months with the understanding that the person will commit to work for SAF for one year afterward and shall be reinstated in the same or comparable position upon the expiration of such leave. This leave may be extended by mutual agreement of the Employer and the Union. The employee must request union leave at least two months in advance of the leave period beginning, so that the Employer can plan adequately for the

transition. The cost of maintaining health insurance and other benefits shall be covered by IUE-CWA. Seniority shall continue to accrue while on Union leave.

Article 14 - Termination Policy

The end of an employment relationship with the Employer will fall within the following categories:

1. Resignation is a voluntary termination freely made by the employee for any reason she/he chooses. An employee is expected to give one month's notice prior to the termination, more is desirable, at which time the last date of employment will be determined. Employees will be paid all earned unpaid salary and their accrued vacation time up to 20 days.
2. Mutual Agreement will occur when both the individual and the Employer feel that it would be mutually beneficial to end the employment. Under these circumstances the termination date will be agreed upon. Employees will be paid all earned unpaid salary and their accrued vacation time up to 20 days.
3. Layoffs due to funding limitations may be necessary. The Union may develop written recommendations to the Employer for dealing with staff cutbacks caused by financial exigencies such as non-renewal of grants and/or contracts or a decline in revenue from fund raising activities. Maintaining all staff shall be top priority. The Employer shall take into consideration the possibility of job sharing, reduction of the workweek, and redistribution of salaries, and continuance of benefits so as to maintain as many staff members as possible. The Employer will make the final decision.

Staff will be notified at least 30 days in advance of the effective date of layoff, when possible. In the event of layoffs, staff will be eligible for unemployment compensation. The Employer will continue to pay health insurance costs for a maximum of 3 months following the layoff as long as the staff member is not covered by another health insurance plan. On the effective day of layoff employees will be paid their accrued vacation time up to 20 days. Employees who have worked a minimum of one year will receive severance in the amount of two week's pay. Employees who have worked less than one year will receive pro-rated severance based on one week's pay per year of service. Laid off employees will have preference to be rehired for future work.

4. Firing or discipline must be for just cause. Just cause may be but is not limited to one of the following:
- Repeated failure to perform assigned duties satisfactorily
 - Repeated failure to comply with written policies of the Employer
 - Use, manufacture, conveyance, possession or distribution of illicit substances on SAF's premises
 - Violation of a criminal law
 - Willfully misrepresenting work-related information to the Board and/or community
 - Falsifying records
 - Stealing or embezzling funds
 - Harassment (see description below)
 - Divulging confidential information
 - Willful destruction of SAF property or the property of a co-worker
 - Illegally possessing firearms or other lethal weapons at work
 - Engagement in partisan political activity under the name of SAF or during paid staff time

When one or more of the above conditions is/are met, the Disciplinary Process may be initiated by the Employer. The Employer shall adhere to the principles of progressive discipline. The employee may use the grievance process and/or request that the Steward assist at any time during the following Disciplinary Process:

1) The Employer gives the employee a verbal warning that is documented in their personnel file and signed by both parties. In the event of gross employee misconduct, the Employer may skip to step (3).

2) If the problem(s) continue(s) the Employer gives the employee and the Steward written notification explaining the problem and warning that employment is in jeopardy. Within 5 working days of this notification the Employer and employee will meet to create a detailed plan to remedy the situation within a mutually agreed-upon period of time not to exceed two weeks, with exceptions granted by the Employer.

3) At the end of this period of time the Employer will meet with the employee and Steward to assess whether the problem(s) is/are resolved. If the Employer is not satisfied with the employee's progress, they will inform the employee and the Steward of the intent to fire.

If an employee is terminated they will be paid their accrued vacation time up to 20 days.

5. Retirement - There is no mandatory retirement age.

6. Exit Meeting - Employees must participate in an exit meeting with the Executive Director or may request an interview with a board member of their choosing. The Executive Director will be told the name of this board member as soon as practicable. The Executive Director and/or board member who participate in the exit meeting will prepare a summary of feedback for inclusion in the employee's personnel file. The employee will turn in any final work, passwords, and keys and may also give feedback to the organization. The departing employee has the right to request that a Steward or other Union representative be present for the exit meeting.

7. Exit Work - Departing employees shall clean their work area; arrange and properly label their files [including a directory of computer files with appropriate passwords]; compile a list of frequent contacts [including name, title, contact information and a description of the relationship]; and create informal notes for the next employee [including upcoming deadlines/events for which the next employee will be responsible]. Completion of exit work will be determined and scheduled by the Executive Director and the departing staff member.

Article 15 - Grievance and Arbitration

Grievances

It is encouraged that efforts be made to resolve problems between the Employer and employees in an informal manner. The grievance procedure should be used after direct informal negotiations do not resolve a problem. Grievances may be filed by staff or the Union Steward. Once a formal written grievance is filed all steps of the grievance process will be documented.

- 1) An oral grievance must be made to the immediate supervisor, indicating that the grievant is invoking the grievance procedure, preferably within one week of the incident. The supervisor has three days to respond.
- 2) Should the grievant be dissatisfied with the response, he or she has ten days to file a written grievance with the Executive Director or Personnel Committee of the Board. In this appeal, the grievant can be represented by a non-staff union representative if desired. The meeting must take place within three working days unless extended by mutual agreement. The Employer must respond within three working days of the meeting unless extended by mutual agreement.
- 3) Should the grievant be dissatisfied with the response, he or she has three days to appeal to the Board of Directors. The

board can establish a committee to hear the grievance. The grievant can have a non-staff union representative if desired. The Executive Director or his/her designee will represent the organization. The committee has 5 working days to issue a decision.

- 4) Should the grievant be dissatisfied with the response, he or she has three days to appeal to a committee of Board members and SAF union members in equal numbers. (The grievant may waive this union involvement if they choose.) The grievant can have a non-staff union representative if desired. The Executive Director or his/her designee will represent the organization. The committee has 5 working days to issue a decision. A mutually agreed-upon Board member may be called upon to break a "tie".
- 5) The grievant or Employer has 20 days to take an unsatisfactory decision to arbitration.

Arbitration

1. The Union does not waive its right to submit to arbitration, if the grievance is not satisfactorily resolved at the appeals level (step 4).
2. If the Union or Employer selects arbitration, the grievance shall be submitted to the American Arbitration Association for a panel.
3. Appeal to arbitration of an unsatisfactory decision in Step 4 must be made within twenty (20) days after the receipt of the decision.
4. Such a request for arbitration shall be initiated by giving written notification of such intent to the other party.
5. The arbitrator shall have no power to add or subtract from this Agreement, but shall rule only on interpretation of the existing Agreement. The decision made by the arbitrator is to be final and binding upon both parties.
6. All joint fees and expenses of the arbitrator shall be equally divided between Employer and the Union. Otherwise each side will bear its own costs at arbitration.
7. For each arbitration, the American Arbitration Association shall provide a list of not less than seven (7) names. If agreement on an arbitrator is not reached after exhausting the list, the parties shall request another list of seven (7) names. If agreement on the second list is not reached, the American Arbitration Association will appoint an arbitrator.

5. The arbitrator shall hear the appeal as quickly as possible following notification of his/her appointment and shall render his/her decision no later than thirty (30) days from the closing of the hearing.
9. In the event that the grievance pertains to a termination, the Union may choose to bypass Steps 1 and 2. Such arbitration shall be processed according the Expedited Rules of the AAA.

Article 16 - Harassment

The Employer will follow federal law and SAF personnel policies to address reports of sexual harassment.

Article 17- Miscellaneous

Language of Communications

For all communications, the Employer will provide interpretation services (written and verbal) in the employees' chosen language as reasonable and necessary.

New Technology

- a) Training on any new equipment shall be offered to employees as appropriate.
- b) The introduction of new technology or equipment shall not be grounds for a layoff of bargaining unit personnel.

Fiscal Transparency

(a) Employees will be provided financial information at Board of Directors' meetings including:

1. profit and loss [or income and expense]
2. confirmed and potential grant funding, including awarded and pending proposals
3. board approved budget(s), including midyear changes
4. potential for future cutbacks [see Article 11- Termination Policy, Section 3, Layoffs]

The Executive Director will submit grant proposals in agreement with the organization's strategic plan, as well as individual employee's job descriptions. The Executive Director shall receive input from employees about grants that cover their program responsibilities.

Article 18 - No Strike/No Lockout

The Employer agrees that so long as this agreement is in effect there shall be no lockouts. The Union, its officers, agents, employees,

members and bargaining unit employees covered by this agreement, agree that so long as this agreement is in effect, there shall be no strikes, picket lines, sit-ins, slow-downs, stoppages of work, boycotts, concerted mass sickness, or any other acts or denial of services which would interfere with the organization's operations.

Article 19 - Separability

Should any provisions of this agreement be determined to be in violation of any federal, state, or local law or regulation, such determination shall not in any way affect the remaining provisions of the agreement and they shall remain in full force and effect. The parties shall negotiate such modifications as are necessary for compliance with law.

Article 20 - Employer rights clause

Except as expressly limited by this agreement, the Employer has sole right to manage its organization.

Article 21 - Merger clause

This writing contains the entirety of the agreement between the parties.

APPENDIX A - Salary Level Criteria

Salary Level Requirements

Salary levels will be based on a combination of factors including education, related work experience, and experience of staff. Below are the minimum requirements to be placed at a given level.

Process for Determining Employee Credits:

New employee credits will be calculated by the Executive Director and union steward and communicated in writing to the hiring committee and prospective employee at the time a job offer is made. Salary credit determination will be documented and filed in the new employee's personnel file in a standard format that clearly reflects contract salary criteria. A new employee can request that their credits be re-assessed at their 3-month evaluation.

If a current employee's job description is altered and they have experience related to the new job duties that was not included in their original salary credits, the employee may submit a letter to the Executive Director requesting that their credits be re-assessed. The letter should indicate how their existing experience, skills or education is relevant to the work they now do. The Executive Director and Steward will review the request and reply to the employee in two weeks. If the request is denied, written reasons for denial should be given to the employee. The outcome of this request shall not result in a reduction in credits. If the request is granted, salary adjustments will take effect in September following the request. If a current employee makes a lateral move or is promoted to a new position and they have experience related to the new job duties that was not included in their original salary credits, the Executive Director will initiate a process to re-assess credits.

If a current employee wishes to earn a degree or unpaid experience, which could impact their salary, the employee should communicate their plans to the Executive Director during their annual performance review. The employee will request a salary increase in writing in the month of May prior to the fiscal year in which the salary increase will take effect.

Credit Categories:

- 1/2 credit for each year of full-time relevant work experience (list jobs and dates)
- 1/2 credit for farm work experience (family background max 1/2 credit)

- 1/2 credit for one year of full-time unpaid experience in relevant activism (ex. Labor solidarity, student and/or community organizing, participation in a SAF program) and/or advocacy (list positions and dates)
- 1/2 credit for Associate's degree
- 1/2 credit for college degree (or final years of undergraduate degree program) 1/2 credit for relevant advanced degree
- 1 credit for each year of work at SAF

Note: 1 credit will be given for a Bachelor's degree (1/2 credit for Associate degree category and 1/2 credit for college degree category).

0-1 = 31,000
 2 = 32,400
 3 = 33,800
 4 = 35,200
 5 = 36,500
 6 = 37,800
 7 = 39,100
 8 = 40,300
 9 = 41,500
 10 = 42,700
 11 = 43,900
 12 = 45,100
 13 = 46,300
 14 = \$47,400
 15 = \$48,500

The following new salary levels will go into effect on January 1, 2017:

<=1 = 33,700	8.0 = 42,800
1.5 = 34,400	8.5 = 43,400
2.0 = 35,100	9.0 = 44,000
2.5 = 35,800	9.5 = 44,600
3.0 = 36,500	10.0 = 45,200
3.5 = 37,150	10.5 = 45,800
4.0 = 37,800	11.0 = 46,400
4.5 = 38,450	11.5 = 46,950
5.0 = 39,100	12.0 = 47,500
5.5 = 39,750	12.5 = 48,050
6.0 = 40,400	13.0 = 48,600
6.5 = 41,000	13.5 = 49,150
7.0 = 41,600	14.0 = 49,700
7.5 = 42,200	

Credit calculation should be rounded to the nearest half-level using normal mathematical rounding rules.

SAF Salary Level Calculation

Employee Name: _____

Start Date: _____

1/2 credit for each year of full-time relevant work experience (List jobs and dates)	# of months/ FTE		Total Credits
		Total time:	Total Credits:
1/2 credit for farmwork experience			
1/2 credit for one year of full-time unpaid experience in relevant activism (ex. Labor solidarity, student and/or community organizing, participation in a SAF program) and/or advocacy (List positions and dates)			
		Total time:	Total Credits:
1/2 credit for Associate's degree			
1/2 credit for college degree (or final years of undergraduate degree program) Note: 1 credit will be given for a Bachelor's degree (1/2 credit for Associate degree category and 1/2 credit for college degree category).			
1/2 credit for relevant advanced degree			
1 credit for each year of work at SAF			
		Total time:	Total Credits:
		Total Credits:	

Notes: _____

Salary Level Determined: _____

Signature of Employee _____

Signature of Employer _____

Signature of Union Steward _____

APPENDIX B – 360°Evaluation Form

SAF Employee Performance Review by Supervisor/Director and SAF Employee to Employee Peer Performance Review and SAF Directors Performance Review

Employee Name & Title:

Date of Hire:

Evaluator Name & Title:

Period Covered:

Date:

All questions are optional depending on the knowledge of the employee's performance in specific areas of their work.

	Exceeds expectations	Meets Expectations	Needs improvement	N/A
Program Management: The employee establishes appropriate priorities, follows through on commitments, resolves problems in a timely manner, and meets work deadlines. The employee is committed to doing their best job possible. The employee implements program objectives and meets program goals to the best of their ability. The employee takes constituent and staff feedback into account to regularly improve upon the program and systems they manage.				
Relationships: The employee works well with others—maintaining professional and positive relations, working collaboratively, and offering support to others.				
Communications: The employee's communication is effective, clear, appropriate to the audience, and timely. The employee fully participates in meetings and keeps others adequately informed of their work. The employee includes appropriate people in decision-making, asks for help when needed, and resolves conflicts effectively.				
Organizational: The employee adheres to organizational policies & procedures, as well as their work schedule and workplan. The employee promotes a positive work culture and participates in organizational discussions and decisions. The employee seeks opportunities for professional development and has good workplace support systems in place.				

Please comment on the employee's overall work performance and notable highlights for the year:

Are there major changes to the employee's job description, programmatic goals, and special projects for the upcoming year?

What additional training, skills, resources, staff support, and supervision does the employee need to be more effective?

Is the employee eligible for additional vacation benefits or sabbatical based on seniority?

Employee Title Date

Evaluator Title Date

SAF Staff Self Evaluation

Employee Name & Title:

Period Covered:

Date:

1. What do you think are your most notable achievements in the past year? How did you go about creating these successes for yourself/ the organization?
2. What do you think your strongest collaborative efforts or partnerships were over the past year?
3. What program/ organization areas did you struggle with in the past year? How did you deal with this?
4. What program/ organizational areas would you like to strengthen in the next year?
5. What do you believe your co-workers could do to aid in your performance? What are steps your supervisor could take to help support you?
6. Do you have plans to complete a degree or other relevant experience that could impact your salary credits? What are your plans for taking vacation and/or a sabbatical?
7. Describe your professional and personal development plans, including classes, conferences, workshops, etc. and the cost & timeline for completion:

Employee	Title	Date
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Evaluator	Title	Date
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DURATION OF AGREEMENT 3 YEARS

This Agreement shall be effective as of Sept 1, 2016 - August 31, 2019.

At such time, the Union or the Employers shall notify the other by e-mail, or letter of an intention to modify the Agreement. If negotiations are not completed for a renewal of this Agreement by the termination date, the Agreement may be extended by written agreement of the parties.

Union

Janna Wilson

8/31/16

Employer

[Signature]

8/31/16