

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**REFUGEE AND IMMIGRANT CENTER
FOR EDUCATION AND LEGAL SERVICES
("RAICES")**

AND

WASHINGTON-BALTIMORE NEWS GUILD, LOCAL 32035

TABLE OF CONTENTS

<i>Preamble</i>	1
<i>Article 1: Recognition and Coverage</i>	1
Section 1. Recognition	1
Section 2. Employees.....	1
Section 3. Bargaining Unit.....	1
Section 4. Bargaining Unit Work.....	1
<i>Article 2: Union Security and Dues Deduction</i>	2
Section 1. Union Members in Good Standing.....	2
Section 2. Dues	2
Section 3. Indemnification.	2
Section 4. Payroll Deductions for PAF.....	2
<i>Article 3: Employee Information Furnished to the Guild</i>	2
Section 1. Annual Employee Information	2
Section 2. Monthly Employee Information.....	3
<i>Article 4: Union Association Right & Release Time for Union Responsibilities</i>	3
Section 1. Notification to Local and Unit Officials	3
Section 2. Recording Release Time for Union Responsibilities and Designation of Employees.....	3
Section 3. Union Meetings	4
Section 4. Conduct of Union Business by Bargaining Unit Employee-Representatives.....	4
Section 5. Participation in the Union Contract Bargaining Team.....	4
Section 6. Bulletin Boards and the Intranet.....	4
<i>Article 5: Grievance & Arbitration</i>	4
Section 1. Grievant Definition	4
Section 2. Grievance Definition and Initiation.....	5
Section 3. RAICES Response.....	5
Section 4. Grievance Mediation and Arbitration	5
Section 5. Extension of Time Limits.....	6
<i>Article 6: Open Bargaining Unit Positions</i>	6
Section 1. Open Positions	6

Section 2. Interview Process.....	6
Section 3. Job Offer.....	7
Section 4. Interviewing Internal Candidates	7
Section 5. Selecting Internal Candidates	7
Section 6. Employees who are not selected.....	7
Section 7. Applicants for Excluded Positions.....	8
Section 8. Protections for Applicants	8
<i>Article 7: New Hires</i>	<i>8</i>
Section 1. New Hires	8
<i>Article 8: Seniority</i>	<i>8</i>
Section 1. Seniority Defined.	8
Section 2. Law Fellows.....	8
Section 3. Transfers and Promotions	8
<i>Article 9: Job Descriptions</i>	<i>8</i>
Section 1. Existing Job Descriptions.....	8
Section 2. Duties Assigned Outside of Job Descriptions.....	9
Section 3. Reassignment Based on Changes to Law, or Policies, or Funding.....	9
Section 4. New Positions	9
<i>Article 10: Work Schedules</i>	<i>9</i>
Section 1. Work Week.....	9
Section 2. Work Schedules	9
Section 3. Slack and Email.....	10
Section 4. Exempt Employee Work Time.	10
Section 5. Non-Exempt Employee Work Time.....	10
<i>Article 11: Professional Development & Licensing</i>	<i>10</i>
Section 1. Purpose.....	10
Section 2. Definitions	10
Section 3. Professional Development Plan.....	11
Section 4. Planning and approval.	11
Section 5. Trainers & Presenters	11
Section 6. Allowance.....	11

Section 7. Compensation.....	12
Section 8. Department of Justice Accreditation	12
Section 9. Work Time Off for Bar Study and Exam.....	12
Section 10. Work Time for Professional Development and Certification.....	12
Section 11. Organization-Wide Professional Memberships and Subscription Services.....	12
<i>Article 12: Work Planning and Workload</i>	<i>13</i>
Section 1. Work Planning	13
Section 2. Workload Management.....	13
<i>Article 13: Performance and Development Review</i>	<i>13</i>
Section 1. Timing and Procedure.....	13
Section 2. Standard of Review.....	14
Section 3. Supervisor Review	14
<i>Article 14: Work Location and Equipment.....</i>	<i>14</i>
Section 1. Remote Work.....	14
Section 2. Equipment	15
Section 3. Remote Work Location.....	15
Section 4. Miscellaneous	15
<i>Article 15: Mental Health Training and Awareness.....</i>	<i>16</i>
Section 1. Mental Health First Aid Training.....	16
Section 2. Quarterly Mental Health and Wellness Training.	16
Section 3. Mental Health Services and Support in Offices	16
<i>Article 16: Personnel Records</i>	<i>16</i>
<i>Article 17: Layoffs and Severance</i>	<i>16</i>
Section 1. Layoffs.....	16
Section 2. Severance.....	17
<i>Article 18. Job Security</i>	<i>17</i>
Section 1. Just Cause	17
Section 2. Notification	17
Section 3. Non-Application of Progressive Discipline	17
<i>Article 19: Non-Discrimination And Equal Employment Opportunity.....</i>	<i>18</i>
<i>Article 20: Diversity, Equity, And Inclusion.....</i>	<i>18</i>

Section 1. Commitment to a Diverse Workforce	18
Section 2. Commitment to Serving All Immigrants and Refugees	18
<i>Article 21: Conflict Resolution.....</i>	<i>18</i>
<i>Article 22: Protection for Noncitizen Employees.....</i>	<i>19</i>
Section 1. Loss of Work Authorization.....	19
Section 2. Employee Immigration Legal Assistance Fund.....	19
<i>Article 23: Workplace Safety</i>	<i>20</i>
Section 1. Safe Working Conditions	20
Section 2. Accommodations for Health Concerns	20
Section 3. Office Closures for Inclement Weather and Other Emergencies	20
<i>Article 24: Management Rights</i>	<i>21</i>
<i>Article 25: Expenses</i>	<i>21</i>
Section 1. Expenses & Equipment.....	21
Section 2. Expense Reimbursement.....	21
Section 3. Travel Advances	21
<i>Article 26: Miscellaneous.....</i>	<i>21</i>
Section 1. Lactation Accommodations	21
Section 2. Accommodations for Dietary Restrictions at Work Functions.....	22
Section 3. Environmental and Climate Policies	22
Section 4. Dress Code.	22
Section 5. Non-Disclosure Agreements.....	22
Section 6. Office Relocation.....	22
<i>Article 27. No Strike, No Lockout</i>	<i>22</i>
<i>Article 28: Overtime</i>	<i>22</i>
Section 1. Overtime Pay.	23
<i>Article 29: Paid Time Off and Holidays.....</i>	<i>23</i>
Section 1. Accrued Time Off.....	23
Section 2. Holidays.....	24
Section 3. Medical Leave for Serious Health Conditions.....	25
Section 4. Paid Parental and Postpartum Leave.....	25
Section 5. Bereavement Leave.....	25

Section 6. Jury Duty.....	25
Section 7. Unpaid Leave	25
Section 8. Voting	25
Section 9. Contact Policy	25
<i>Article 30: Minimum Salaries.....</i>	26
Section 1. Minimum Salaries	26
Section 2. Pay Ranks.....	27
Section 3. Placement on Step System.	30
Section 3.1 - Legal Department.....	30
Section 3.2 - Refugee Resettlement and Social Programs.....	31
Section 3.3 - External Affairs.....	31
Section 3.4 - IT Department.....	31
Section 4. Annual COLA Adjustments	31
Section 5. Changes to Job Descriptions	32
Section 6. Department of Justice Accreditation	32
Section 7. Multiple Job Titles.....	32
<i>Article 31: Insurance.....</i>	32
Section 1. Definitions	32
Section 2. Medical.....	33
Section 3. Vision & Dental.	33
Section 4. EAP and Mental Health.....	34
Section 5. Life and Accidental Death & Dismemberment Insurance.....	34
Section 6. Short Term Disability	34
Section 7. Long Term Disability Insurance.....	34
Section 8. Workers' Compensation	34
Section 9. Termination of Benefits.....	34
<i>Article 32: Retirement Plan</i>	34
<i>Article 33: Student Loan Relief Program.....</i>	35
Section 1. Student Loan Relief.....	35
Section 2. Texas Student Loan Repayment Assistance Program (SLRAP).....	35
<i>Article 34: Part-Time And Temporary Employees.....</i>	35
Section 1. Definitions	35

Section 2. Temporary employees	35
Section 3. Bargaining Unit Work.....	35
Section 4. Compensation.....	36
Section 5. Schedule	36
Section 6. Conversion.....	36
<i>Article 35: Duration</i>	<i>36</i>
<i>Signatures</i>	<i>37</i>
<i>Appendix A: Guild’s Assignment and Authorization to Deduct Guild Membership Dues</i>	<i>38</i>
<i>Appendix B: Memorandum of Understanding Regarding the Return to Office.....</i>	<i>39</i>
<i>Appendix C: Memorandum of Understanding Regarding DOJ Accreditation</i>	<i>40</i>
<i>Appendix D: Memorandum of Understanding Regarding Parental and Post-Partum Leave.....</i>	<i>41</i>
<i>Appendix E: Memorandum of Understanding Regarding Job Descriptions.....</i>	<i>42</i>
<i>Appendix F: Memorandum of Understanding Regarding Years of Experience for Current Employees Upon Ratification of the Collective Bargaining Agreement</i>	<i>43</i>
<i>Appendix G: Memorandum of Understanding Regarding Driving for Business Purposes</i>	<i>44</i>
<i>Appendix H: Memorandum of Understanding Regarding Professional Development Allowance</i>	<i>45</i>

PREAMBLE

This Collective Bargaining Agreement (“Agreement”) is made and entered into by and between the Refugee and Immigrant Center for Education and Legal Services (“RAICES” or “Employer”), a non-profit immigrant rights organization, based in San Antonio, Texas, and the Washington-Baltimore News Guild, chartered by The News Guild-Communications Workers of America (AFL-CIO, CLC) as Local 32035 (“Guild” or “Union”), for itself and on behalf of all employees of the employer described in Article 1.

RAICES and the Guild are committed to creating a healthy, productive and functional organization working to defend the rights of immigrants and refugees and advocate for liberty and justice, and to fostering a good faith labor-management relationship built on trust, goodwill, and communication. Through this Agreement, the parties seek to create an environment in which everyone is treated with dignity and respect. In that spirit, RAICES and the Guild have entered into this Agreement and look forward to a strong and enduring relationship.

ARTICLE 1: RECOGNITION AND COVERAGE

Section 1. Recognition.

RAICES hereby recognizes the Guild as the exclusive representative of all employees in the bargaining unit as described in Section 3.

Section 2. Employees.

Unless otherwise specified, the term “employees” as used in this Agreement shall mean employees in the Guild bargaining unit.

Section 3. Bargaining Unit.

This Agreement covers all full-time and regular part-time employees of RAICES, including law fellows, but excluding Human Resources department and Finance Department personnel; interns; managers; confidential employees; guards; temporary employees; and supervisors as defined by the National Labor Relations Act.

Section 4. Bargaining Unit Work.

Management retains the right to perform bargaining unit work when: (1) providing examples, training or instruction; (2) doing so is reasonably necessary in order to meet urgent business or client needs; or (3) under the circumstances present, there are not enough qualified bargaining unit employees reasonably available to perform the work. Nothing herein is intended to limit non-bargaining unit employees from performing work which has been assigned to them or has a matter of past practice been performed by them prior to the effective date of this Agreement. However, RAICES will not use non-Bargaining Unit staff or outside contractors to reduce the scope of the Bargaining Unit, to eliminate a Bargaining Unit position, or

to cause a Bargaining Unit employee's displacement, replacement, layoff or reduction from full-time to part-time status.

ARTICLE 2: UNION SECURITY AND DUES DEDUCTION

Section 1. Union Members in Good Standing.

Except as prohibited by applicable state law, it shall be a condition of employment that all employees of RAICES in the bargaining unit, as defined in Article 1, who are members of the Guild in good standing on the effective date of this Agreement shall remain members in good standing, and that no later than 31 days after their date of hire or the effective date of this Agreement, whichever comes later, employees shall become and remain members in good standing in the Guild. The provisions of this Article shall be effective, implemented, and administered in accordance and consistent with applicable provisions of federal and state laws.

Section 2. Dues.

RAICES shall, in compliance with all applicable laws and on the basis of an employee's individually signed voluntary check-off authorization, deduct dues or fees equivalent to dues and assessments levied by the Guild for the current month. These amounts shall be deducted each pay period from employees' wages and sent to the Guild by the fifth day of the following month. Deductions will begin with the next full pay period following RAICES's receipt of the check-off authorization. Attached hereto as "Appendix A" is a copy of the Guild's Assignment and Authorization to Deduct Guild Membership dues.

Section 3. Indemnification.

The Guild shall indemnify, defend and save RAICES harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action by RAICES for the purpose of complying with this Article.

Section 4. Payroll Deductions for PAF.

RAICES shall provide for payroll deductions for the Communication Workers of America (CWA) Political Action Fund (PAF) on behalf of employees who voluntarily authorize such deductions in writing.

ARTICLE 3: EMPLOYEE INFORMATION FURNISHED TO THE GUILD

Section 1. Annual Employee Information.

RAICES shall furnish the Guild annually a roster of employees in the Bargaining Unit that includes the following information for each employee:

- a) Name
- b) Hiring date

- c) Current Job title (with starting date in that position)
- d) Department
- e) Rate of pay, including hourly pay for part-time employees and hours per week worked
- f) Work location
- g) Date of birth
- h) Race/Ethnicity, if identified
- i) Gender identity and preferred pronouns, if identified
- j) Home address
- k) Personal email address
- l) Phone Number

Section 2. Monthly Employee Information.

On a monthly basis, RAICES shall notify the Guild in writing or via email regarding updates to the Section 1 Bargaining Unit roster, including:

- a) New employees – including all the information required in Section 1
- b) Changes in job title and effective date, salary changes by reason thereof, and effective date, and changes of coordinating supervisor for current employees
- c) Salary changes for employees and effective date
- d) Resignations, retirements, deaths, terminations, promotions and/or transfers out of the bargaining unit and the respective dates

ARTICLE 4: UNION ASSOCIATION RIGHT & RELEASE TIME FOR UNION RESPONSIBILITIES

Section 1. Notification to Local and Unit Officials.

All references in the contract to notifying the Guild shall be e-mailed to the Guild local office and the Guild union officers at raicestxunion@gmail.com, unless otherwise specified.

Section 2. Recording Release Time for Union Responsibilities and Designation of Employees.

RAICES shall create a timesheet code for all union release time described in this Article. Employees shall log union release time accurately. RAICES and the Guild shall make a good faith effort to ensure work needs and necessary union business do not conflict. Time spent on union responsibilities will be paid in accord with Sections 3, 4 and 5 of this Article but will not be considered time worked. However, absent urgent circumstances, the combined total of hours worked and time spent on union responsibilities by an employee will not exceed 40 hours in a work week.

The Guild shall notify RAICES in writing of employees designated under this article.

Section 3. Union Meetings.

Subject to availability and upon reasonable written notice by the Guild, RAICES shall provide space on its premises and/or use of equipment (such as, screens, monitors, power cords) and access to the internet in order to facilitate remote meetings of employees. Employees shall be excused from work with pay for up to one (1) hour each quarter to attend Union meetings.

Section 4. Conduct of Union Business by Bargaining Unit Employee-Representatives.

For every twenty-five (25) Bargaining Unit employees, one (1) employee may be designated by the Guild as a Union representative. The Guild may also designate two employees to serve on the Job Description Committee (See MOU regarding the Committee). Employees designated in writing by the Guild as representatives shall be granted time off from their work, without loss of pay, to conduct Union business, including administering the contract and handling grievances, subject to scheduling with their supervisors, and subject to a maximum of fifty (50) hours per month for all such Union representatives in the aggregate.

Section 5. Participation in the Union Contract Bargaining Team.

The Union bargaining team, whose size may be up to 6% of the bargaining unit or 15 members, whichever is greater, shall be excused from work to participate in scheduled contract negotiations, including caucuses during bargaining sessions. Leave under this section shall be in addition to union release time in section 4. The Guild shall notify RAICES of the members of the team prior to the commencement of negotiations. RAICES will pay members of the Union bargaining team up to ten hours per calendar month per bargaining team member in the aggregate for time spent in bargaining sessions and caucuses.

Section 6. Bulletin Boards and the Intranet.

To facilitate communication with Bargaining Unit employees, the Guild shall be provided with suitable bulletin board space for posting of notices and information concerning Guild activities. Such bulletin boards shall be situated in locations where government required legal notices to RAICES staff are customarily posted.

Additionally, RAICES shall permit employees to create and maintain a dedicated RAICES Workers Union (RWU) page on the RAICES intranet. The RWU intranet page shall contain the following information: the RWU email address; names of designated union stewards; a copy of the finalized collective bargaining agreement; dates of quarterly general meetings; and a link to new member orientation form.

ARTICLE 5: GRIEVANCE & ARBITRATION

Section 1. Grievant Definition.

The term “Grievant” shall be considered to include: any individual employee, a group of employees, or the Guild.

Section 2. Grievance Definition and Initiation.

A “Grievance” for purposes of this Article means a written and filed dispute or controversy arising out of or involving the interpretation, application, administration or alleged violation of this Agreement. or any dispute over terms and conditions of employment. The parties to this Agreement acknowledge that disputes may be resolved through discussion between an employee and a supervisor. The parties may take steps in good faith to resolve such disputes or controversies before initiating and/or engaging with the formal Grievance procedure. However, any dispute or controversy not filed as a formal Grievance in writing with the Employer within the deadlines set forth below is untimely and shall be deemed waived. “Writing” or “written” for purposes of this Article includes email transmission.

In order to be processed under this Article, a Grievance concerning discipline, termination, layoff, assignment of duties, or refusal of employee requests must be filed in writing with RAICES within thirty (30) days of the discipline, termination, layoff or refusal. Other grievances must be filed in writing within sixty (60) days of the date that Guild staff, or unit officers knew or reasonably should have known of the action or omission giving rise to the dispute or controversy. RAICES agrees to meet with the Union’s grievance committee within five (5) business days after a request for such a meeting to resolve the Grievance, at which time the Guild will present its plan for resolving the Grievance.

Stewards will have the right to represent bargaining unit employees who request Guild representation in disciplinary meetings or investigatory interviews that may lead to discipline, discharge or a change in working conditions. An employee may invoke their right to representation by a steward under this provision before or during the interview. Nothing in this section creates a right to Guild representation for routine meetings or check-ins between employees and their supervisors, including regular performance reviews.

Section 3. RAICES Response.

If the Grievance is not resolved at the Section 2 meeting, RAICES shall respond to the Guild in writing within ten (10) business days of the initial meeting with an answer to the Guild’s proposed resolution of the Grievance. However, if RAICES does not respond in writing within ten (10) business days, the remedy proposed by the Guild shall be deemed accepted.

Section 4. Grievance Mediation and Arbitration.

Any Grievance not resolved in Section 3, including a question of whether or not a matter is arbitrable, may be submitted to final and binding arbitration by either party by written notice to the other within sixty (60) days of the Employer’s written response to the Union under Section 3. Before noticing arbitration, however, the parties will attempt to resolve the Grievance through grievance mediation under the auspices of the Federal Mediation and Conciliation Service, and the deadline for serving written notice to arbitrate will be tolled and extended automatically for the time during which the parties are engaged in the mediation process.

If the parties cannot mutually agree on an Arbitrator to hear the case, then the parties will request a panel of five (5) Arbitrators from the Federal Mediation and Conciliation Service or the American Arbitration Association and will select an Arbitrator to hear and decide the case by alternatively striking names from the panel until one Arbitrator's name remains.

The Arbitrator's fees and expenses shall be borne equally by the parties, except that no party shall be obligated to pay any part of the cost of a stenographic transcript without express consent. The Arbitrator shall have no power to add to, subtract from, alter, amend, or modify any of the terms and provisions of this Agreement. The Arbitrator shall have no power to impose any new agreement or any renewal or extension of this Agreement. The Arbitrator's decision shall be final and binding.

Section 5. Extension of Time Limits.

The time limits set forth in this Article may be extended upon mutual agreement of the parties, in writing.

ARTICLE 6: OPEN BARGAINING UNIT POSITIONS

Section 1. Open Positions.

When RAICES posts an open bargaining unit position, it will notify all employees, by posting internally on Paycom or other similar service provider, as determined by RAICES, for a minimum of five (5) working days, of any newly created position or vacancy it intends to fill. RAICES shall create an automated email group to which employees can subscribe to receive new job postings. After five (5) working days, RAICES may post the newly created positions or vacancies externally.

RAICES shall continue its practice of subscribing to Paycom or another similar service provider which facilitates the sharing of posted vacancies. When posting externally, RAICES will use service providers and platforms which seek to reach black, indigenous, and other persons of color, women, as well as members of the LGBTQ+ community. RAICES will also seek to establish and maintain relationships with culturally diverse groups, especially affinity group organizations at colleges and universities, and take steps to have its external postings shared with such groups.

Each bargaining unit job posting shall contain language stating that: RAICES is committed to building an inclusive environment for people of all backgrounds and strongly encourages people of color, women, lesbian, gay, bisexual, transgender, queer, plus (LGBTQ+), and individuals who have been impacted by the criminal system or the immigration system to apply; and, RAICES is an Equal Opportunity Employer and does not discriminate on the basis of race, color, gender, sexual orientation, gender identity or expression, religion, disability, national origin, protected veteran status, age, or any other status protected by applicable national, federal, state, or local law.

Section 2. Interview Process.

To reduce the potential for bias, RAICES will continue its practices of having more than one person interview candidates and of developing rubrics for candidate interviews. If the interview panel recommends hiring a candidate, RAICES shall attempt to contact at least three (3) references provided by the candidate. If the candidate is an internal applicant, external references shall not be required. Instead, RAICES shall contact the candidate's direct supervisor.

All interviews shall be conducted by a panel that includes at least one member of the bargaining unit. Whenever practicable, an interview panel for an external candidate shall not contain any employee who personally referred the external candidate for the position.

The hiring panel shall meet at least 30 minutes before the first candidate interview to ensure all panel members understand the rubric and questions to be asked.

Section 3. Job Offer.

Once RAICES has interviewed a candidate for a posted bargaining unit position and has decided to make an offer to the candidate, RAICES will not alter the job title, description or duties. RAICES will not unreasonably delay making an offer to the candidate selected for a bargaining unit position once the decision to hire the candidate has been made. If RAICES determines after making the offer that the duties of the position need to be changed, RAICES will consult with the Union prior to discussing changes with the candidate.

Section 4. Interviewing Internal Candidates.

RAICES shall interview qualified employees who apply for an open position in the bargaining unit.

Section 5. Selecting Internal Candidates.

RAICES may but is not required to select an employee that meets or exceeds the qualifications of a bargaining unit position. All internal candidates shall be judged based on their qualifications, such as experience, skill, knowledge of the organization, and job-related knowledge. In the event that two or more internal candidates are considered equally qualified and suitable for an open position, RAICES shall make the selection based on seniority.

Section 6. Employees who are not selected.

If a RAICES employee is not offered a position through the job bidding process, RAICES will notify the employee by email within five (5) business days of determining that the employee is not going to be selected.

To encourage career growth and development, an employee who is not selected shall have the right to request a meeting with the hiring manager to review and amend, or work with the employee's manager to create a professional development plan to provide steps for the employee to become better qualified for the position.

Section 7. Applicants for Excluded Positions.

An employee who applies for a management position and is not interviewed shall be notified of the reasons in writing by Human Resources.

Section 8. Protections for Applicants.

A bargaining unit employee who applies for another RAICES position shall not face any retaliation in their current role.

ARTICLE 7: NEW HIRES

Section 1. New Hires.

Each new employee shall serve a ninety (90) day probationary period, beginning on their first day of work.

ARTICLE 8: SENIORITY

Section 1. Seniority Defined.

An employee's seniority date shall be the employee's first day of work with RAICES, as either a bargaining unit or non-bargaining unit employee.

Employees who leave RAICES and are rehired at RAICES within four and one-half (4 ½) years shall retain credit for previous years of employment for the purpose of determining PTO accrual rate.

Section 2. Law Fellows.

Law Fellows shall receive credit for their employment as if they had been working as staff attorneys in the event they are retained as RAICES employees beyond the date of their fellowship.

Section 3. Transfers and Promotions.

Any employee who transfers to or is hired into a different department, unit, or program shall retain their seniority.

ARTICLE 9: JOB DESCRIPTIONS

Section 1. Existing Job Descriptions.

Unless modified by the job description committee, job descriptions in effect at the time of the signing of this Agreement shall remain in effect for the duration of the Agreement.

Section 2. Duties Assigned Outside of Job Descriptions.

RAICES shall not unilaterally assign substantially different or additional duties to an employee that are not encompassed by their existing job description, for a period of time exceeding four (4) weeks. For the purpose of this Article, the phrase “substantially different” means that the nature of the duties is not similar to the duties listed in the job description and the new duties are not a logical extension of the duties listed in the job description.

If the substantially different duties last beyond four (4) weeks, and the Union requests to bargain, RAICES will bargain with the Union over changing the job description, and what changes, if any, may be made to the affected employee’s compensation. If after reasonable effort RAICES and the Union cannot reach agreement, either party may submit unresolved issues related to the substantially different duties and/or corresponding changes to compensation to binding arbitration governed by Article 5.

The affected employee(s) will be responsible for performing the substantially different duties unless agreement between the parties or a ruling by an arbitrator relieves the employee(s) of that responsibility.

Section 3. Reassignment Based on Changes to Law, or Policies, or Funding.

In the event of a change in immigration law, policy, or funding that substantially affects an employee’s ability to perform their job duties within a particular unit or department, the employee shall be offered open positions in another classification which the employee is qualified for. These offers shall be made in order of seniority within classifications. An employee shall be permitted to accept severance pay under Article 17 in lieu of accepting a new position. An employee for whom there is no available open position at the same or higher pay rank shall have recall rights for up to 4.5 years from the date of layoff.

Section 4. New Positions.

If RAICES’s representatives or the Job Description Committee create a new position in the bargaining unit, the Union may request bargaining over compensation and job duties. If agreement is not reached, the process for resolving issues shall be the same as set forth in Section 2, above.

ARTICLE 10: WORK SCHEDULES

Section 1. Work Week.

Effective August 1, 2024, the work week shall begin at 12:00 a.m. Saturday and end at 11:59 p.m. Friday. A pay period shall consist of two work weeks. Non-exempt employees are entitled to two (2) paid rest breaks of up to fifteen (15) minutes per day.

Section 2. Work Schedules.

Regular business hours are 8:30 a.m. through 5:30 p.m. Central Time, Monday through Friday. With approval of supervisors, employees may regularly work different hours. Deviations from an employee's regular schedule shall be permitted upon approval of the employee's supervisor.

Section 3. Slack and Email.

Non-exempt employees shall not be expected or required to answer Slack messages or emails outside of their regular schedule. Exempt employees may, depending on circumstances, determine that there is a need to answer Slack messages or emails outside of their regular schedules. Exempt employees may consider such work outside of regular business hours when assessing whether to discuss steps with their supervisors to alleviate excessive workloads, as provided for in Article 12.

Section 4. Exempt Employee Work Time.

Based on workload, there may be occasions when exempt employees work more or different hours than the regular work week. Exempt employees may communicate with their supervisors about adjustments to their schedules to avoid an excessive workload, as provided for in Article 12.

Section 5. Non-Exempt Employee Work Time.

Based on workload, there may be occasions when non-exempt employees work more or different hours than the regular work week. Non-exempt employees may communicate with their supervisors about adjustments to their schedules to avoid excessive workload, as provided for in Article 12. However, schedule adjustments are not to be used to avoid overtime or in lieu of overtime.

ARTICLE 11: PROFESSIONAL DEVELOPMENT & LICENSING

Section 1. Purpose.

RAICES recognizes the importance of, and encourages, voluntary professional development, particularly where the development furthers RAICES' mission. This Article shall not limit RAICES' right to require employees to participate in mandatory professional development.

Section 2. Definitions.

Professional development as used in this Article means voluntary educational or training programs and membership in relevant professional organizations. The costs of voluntary professional development include such things as membership fees, registration fees, preparation fees, training materials, and (where applicable) reimbursable travel expenses directly related to educational or training programs that are related to the mission of RAICES.

Licensing fees mean professional dues and fees required to maintain the employee's licenses and certifications.

Section 3. Professional Development Plan.

At the end of the probationary period and thereafter at each annual performance review, employees and their direct supervisors shall create and review a professional development plan with measurable goals and clear tactics that will advance the employee along their desired career path.

Section 4. Planning and approval.

As part of the annual performance review, each employee should present a list of potential training, certification, or educational programs for the following twelve months.

No later than two weeks in advance of a proposed training, certification, or educational program, employees shall provide the following information to their direct supervisor for review:

- a. The name of the event(s)
- b. The date(s) of the event.
- c. The organization hosting the event(s)
- d. The estimated cost of participation and or attendance.
- e. A brief statement regarding how participation and/or attendance will further the mission of RAICES.

Managers will discuss professional development opportunities with employees and, as part of the review process, will approve or disapprove requests.

RAICES and the Union acknowledge that, while advance planning pursuant to the annual performance review process is strongly preferred, there may be occasions when employees learn of professional development opportunities after the performance review process is completed. In such circumstances employees will promptly raise the matter with their supervisors and provide the information listed above. Approval of an employee's request for use of professional development funds shall not be unreasonably withheld.

Section 5. Trainers & Presenters.

The current practice of reimbursing employees for their approved participation as trainers or presenters at professional events shall continue. RAICES shall reimburse all travel related fees associated with expenses related to presenting at an event.

Section 6. Allowance.

Every two (2) years, all full-time, non-probationary employees shall have a professional development allowance, which they may choose to use on approved voluntary professional development as follows:

Years of service (non-licensed employee)	2-year Allowance
0-2	1,500
More than 2	\$2,500
Years of service (licensed employee)	2-year Allowance
0-2	\$3,000
More than 2	\$4,000

The allowance for each employee runs on a two-year cycle and cannot be carried over.

RAICES shall continue to pay licensing and certification fees the employee is required to maintain relevant to their position.

An employee may use their professional development allowance to cover the cost of other licensing and certification fees.

Section 7. Compensation.

The allowance amount indicated above may be used by employees to cover costs (such as those listed in Section 2) of approved voluntary professional development. Payment of such costs will be in accord with the provisions of Article 25 Expenses.

Section 8. Department of Justice Accreditation.

RAICES shall pay for the accreditation application and certification expenses. Payment of these expenses shall be in addition to the general allowance for professional development under this Article.

Section 9. Work Time Off for Bar Study and Exam.

On a one-time basis within one year of hire, transfer or promotion, RAICES shall permit Employees who are scheduled to sit for a bar exam three (3) weeks to prepare, study, and sit for the bar exam.

Section 10. Work Time for Professional Development and Certification.

RAICES shall continue to permit Employees to attend approved conferences and courses on work time. Non-exempt employees will be paid for time spent traveling to and from the conference or course and for time spent in the conference or course.

Section 11. Organization-Wide Professional Memberships and Subscription Services.

RAICES shall maintain organization-wide memberships and subscriptions to the following organizations and services:

- ASISTA
- CLINIC

- PLI
- Index of Unpublished BIA Decisions (IRAC)
- Texas Family Code
- ILRC webinars and manuals

If any of these services cease to exist, RAICES workers and management will work together to find a replacement.

ARTICLE 12: WORK PLANNING AND WORKLOAD

Section 1. Work Planning.

As part of the staff evaluation process, at the end of each employee's probationary period and on an annual basis thereafter, employees and supervisors will develop and discuss a work plan for the coming year. Factors to be considered in developing the work plan include, but are not limited to, professional goals, workload, workload capacity and sustainability, the employee's job description, and the goals of the team, the unit, and RAICES. At least quarterly, supervisors will conduct check-in meetings with employees. Along with the other portions of the staff evaluation process, the work plan will be used as a reference to determine whether the employee is progressing as planned and anticipated.

Section 2. Workload Management.

RAICES will make reasonable efforts to assign work such that employees' regularly worked hours will not exceed eighty (80) hours per pay period. When RAICES determines that urgent circumstances exist, employees may be required to work more than eighty (80) hours per pay period. If an employee's workload surpasses more than eighty (80) hours in a pay period for four (4) pay periods within the span of six (6) months, the employee may request a meeting with a supervisor and a union representative of their choice to discuss workload management. For purposes of this Agreement, "urgent circumstances" means one or more clients will suffer harm.

RAICES may hire temporary employees to cover staff members who take extended leave, including, but not limited to, parental leave and family medical leave.

ARTICLE 13: PERFORMANCE AND DEVELOPMENT REVIEW

Section 1. Timing and Procedure.

The performance of each employee shall be reviewed following ninety (90) days of initial employment and annually thereafter. A formal performance and development review shall include a written self-review by the employee, a written review by the supervisor, and a meeting between the supervisor and employee to review and discuss the feedback. Any signatures on the review shall indicate only that the review was received.

An employee has the right to submit a written response that is sent to HR in regards to the performance and development review, which shall be included in the employee's personnel file. The supervisor shall then have the opportunity to amend their review based on the employee's response.

Section 2. Standard of Review.

RAICES shall develop a uniform standard of performance review which will emphasize the importance of assessing performance based on the quality of an employee's work and without bias, including, but not limited to, intrinsic bias or systemic bias, such as white supremacy or patriarchy, as aligned with RAICES mission. RAICES will further emphasize that consideration should be given to the totality of an employee's contribution to RAICES. Among other things, the performance review is intended to provide an opportunity for coaching and feedback. An overall score will be assigned to each reviewed employee based on the following scale: 1=unsatisfactory; 2=needs improvement; 3=meets expectations; 4=exceeds expectations; and 5=outstanding. Employees shall be entitled to file an appeal of their performance review, including the score, to HR within seven (7) business days of receiving the performance review; HR shall schedule an appeal review within fourteen (14) business days. The employee is entitled to have a Union representative present at the appeal review.

Section 3. Supervisor Review.

Employees shall have the opportunity to complete an annual written supervisor review. The supervisor review will be provided to the supervisor's manager and to human resources. An employee's request to keep the supervisor review confidential from the supervisor will be granted and RAICES will take all reasonable steps required to preserve confidentiality. Employees may also communicate with human resources and/or the supervisor's manager if they have concerns about their supervisors.

ARTICLE 14: WORK LOCATION AND EQUIPMENT

Section 1. Remote Work.

Remote work for the purpose of this Article refers to work that is performed at a work-appropriate location. Remote work does not include work performed in the field such as at court, detention centers, and shelters.

Effective upon signing, each employee's remote work schedule will be determined through discussion with supervisors, and shall not require more than two (2) days per week in office except that, when urgent circumstances make it necessary, managers may on a temporary basis require employees to work additional days in the office, but not more than two (2) consecutive weeks and not more than five (5) weeks in a calendar year.

RAICES can require receptionists to work from the office up to five days per week. Receptionists shall be entitled to come to an agreement with their supervisors to work remotely up to two (2) hours per day. RAICES can require Refugee Client Services employees to work from the field more than two (2) days per week to meet client needs. RAICES shall permit Refugee Client Services employees to work remotely when practical and appropriate.

Employees who have documented approval to work remotely, where such approval is separate and apart from direction to work remotely during the COVID health emergency, may continue to work according to those arrangements. Positions that are or will be classified as fully remote shall continue to be remote.

Section 2. Equipment.

RAICES shall provide a laptop and external mouse to all employees. Equipment supplied by RAICES will be maintained by RAICES.

At the employee's request, RAICES shall review whether business needs warrant providing a monitor, keyboard, computer docking station/hub, and/or RAICES-issued cell phone.

Employees who are classified as fully remote shall be given a stipend of \$35 per month as an internet subsidy.

Section 3. Remote Work Location.

RAICES shall specify in all job postings whether the position is remote or location specific. With the exception of those employees working in designated "fully remote" jobs, employees are expected to choose their places of residence such that they are able to meet the requirement to work in person at their assigned locations, consistent with section 1 above. All employees desiring to reside in a state other than that of their assigned location must obtain permission from RAICES. All individuals employed at RAICES at the time of ratification of this contract shall be permitted to continue working from the state in which they reside.

Section 4. Miscellaneous.

Virtual Meetings: Turning on video cameras is expected. Employees are expected to keep themselves muted during video or audio conferencing unless they are speaking. Smoking or vaping is not permitted during a virtual meeting. Compliance with the RAICES dress code is required when attending a virtual meeting.

Time worked: Whether working remotely or at their assigned locations, all employees are expected to accurately record their time using the RAICES time-keeping system.

Security: Employees working remotely must comply with all RAICES policies regarding security of client information. Examples include, but are not limited to, password maintenance, discretion when on public networks or when using cellular phones, and locking desks and file cabinets.

Safety: Employees are expected to maintain a safe remote work environment and to report all work-related injuries within 24 hours of the incident.

Suitability: Employees must choose a remote work location that minimizes distractions and allows for professional interactions with clients and other staff without excessive interruptions.

ARTICLE 15: MENTAL HEALTH TRAINING AND AWARENESS

Section 1. Mental Health First Aid Training.

RAICES shall make Mental Health First Aid annual training available to all employees by Texas Health and Human Services or a provider offering similar services.

Section 2. Quarterly Mental Health and Wellness Training.

RAICES shall dedicate at least one hour per quarter to training regarding mental health and wellness for all RAICES employees. After the quarterly training is completed, RAICES shall notify all employees by email of the designated member of staff who can answer questions about access to mental healthcare and benefits.

Section 3. Mental Health Services and Support in Offices.

RAICES shall offer workshops or processing groups, in partnership with Girasol, benefit providers, or other industry experts, and will make reasonable efforts to provide dedicated meditation/calming space in each office.

ARTICLE 16: PERSONNEL RECORDS

RAICES will permit employees to have access to their personnel records, subject to record retention policies, through Paycom or other software used by the employer. Formal disciplinary records are not accessible through Paycom. Human Resources will provide copies of an employee's formal disciplinary records to the employee upon receiving an e-mail request from the employee.

ARTICLE 17: LAYOFFS AND SEVERANCE

Section 1. Layoffs.

Should RAICES decide to lay off employees for financial reasons, RAICES shall notify employees and the Guild at least sixty (60) days in advance, or as soon as RAICES becomes aware of the loss of funding that would necessitate layoffs. RAICES shall provide the Guild with a brief written statement about the reasons for a layoff.

RAICES shall make layoffs in inverse seniority order within units by classifications. During the 60-day notice period prior to a layoff, RAICES and the Guild will meet to discuss possible alternatives to any layoffs.

RAICES shall accept voluntary resignations from employees in the classifications involved. Such employees shall be paid the amount of severance pay provided by Section 2. The number of employees dismissed shall be reduced to the extent that the necessary payroll saving has been achieved by resignation.

Recalls will be done based on seniority within classifications. An employee shall have recall rights for up to 4.5 years from the date of layoff.

Section 2. Severance.

Severance pay is equal to an employee's regular wage rate, excluding benefits. Employees being laid off will receive a lump sum payment in accord with the table below:

Employees enrolled in the RAICES group medical plan being laid off will receive a lump sum of two (2) months of COBRA payments.

Time Employed	Severance
Less than 24 months	3 weeks
From 24 months to less than 36 months	4 weeks
From 36 months to less than 48 months	5 weeks
From 48 months to less than 60 months	6 weeks
60 months or more	7 weeks

ARTICLE 18. JOB SECURITY

Section 1. Just Cause.

There shall be no discipline or discharge without just cause.

Section 2. Notification.

The Guild shall be notified in writing, as nearly simultaneously, as circumstances permit, with the employee, of any discipline or discharge.

Section 3. Non-Application of Progressive Discipline.

First written discipline properly documented with HR, which is not subsequently followed by related progressive disciplinary action within twelve (12) months, will not be considered applicable in applying progressive discipline for new occurrences.

Second written discipline, which is not subsequently followed by related progressive disciplinary action within eighteen (18) months, will not be considered applicable in applying progressive discipline for new occurrences or unrelated discipline.

Other discipline, which is not subsequently followed by related progressive disciplinary action within twenty-four (24) months, will not be considered applicable in applying progressive discipline for new occurrences or unrelated discipline.

ARTICLE 19: NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

RAICES is committed to building a workplace free from discrimination or harassment. RAICES shall not discriminate against any employee in hiring, promotion, wages, terminations or other terms and conditions of employment because of such employee's race, color, creed, religion, gender, gender identity, gender expression, sexual orientation, age, mental or physical disability, ancestry, marital status, national origin, pregnancy, genetic information, citizenship status, bringing of a claim for unlawful employment practices, or other legally protected status or choices regarding Guild membership or lawful activities on behalf of the Guild. RAICES shall provide equal opportunity in all aspects of employment and administering all personnel policies and procedures in an equitable, non-discriminatory manner.

ARTICLE 20: DIVERSITY, EQUITY, AND INCLUSION

Section 1. Commitment to a Diverse Workforce.

RAICES shall continually strive to attain and maintain a diverse workforce through its ongoing efforts to increase employment of members of underrepresented groups, including but not limited to women, racial and/or ethnic minorities, the LGBTQ community, and persons with disabilities, and to provide opportunities for promotion and advancement within RAICES.

RAICES shall continue to undertake recruitment efforts aimed specifically at, but not limited to, underrepresented student populations at colleges and law schools, law student and state bar associations advocating for underrepresented groups, and publications targeted at those demographics.

RAICES shall communicate its diversity-focused recruitment efforts to hiring managers and in-house or third-party recruiters. In addition, RAICES shall:

1. Track and annually report anonymized applicant and hire data by position and/or department where applicable;
2. Provide an annual summary of RAICES's efforts to increase diversity within the organization.

Section 2. Commitment to Serving All Immigrants and Refugees.

RAICES shall continue to work on developing policies and practices aimed at serving non-Spanish speaking immigrants and refugees. This can include, but is not limited to, recruiting employees with appropriate language and cultural competencies, providing culture-specific training, and establishing units within departments dedicated to meeting the needs of particular immigrant groups.

ARTICLE 21: CONFLICT RESOLUTION

RAICES recognizes that not all unwelcome conduct may rise to the level of harassment. Accordingly, an employee experiencing behaviors that negatively impact their work can:

- a) Raise the issue with a manager or member of HR of their choice and request conflict resolution without a formal disciplinary process for either party; and/or
- b) Seek a Restorative Practice for repairing trust as described below.

A request for a Restorative Practice may be submitted to HR to repair trust and increase safety and understanding. The request will be assessed in as confidential a manner as is practical and appropriate under the circumstances. A Restorative Practice session may be conducted with the individual who reported the behavior, the individual(s) who is/are alleged to have perpetrated the behavior, and, if the parties agree, any other relevant staff. The Restorative Practice session will be conducted by a member of HR who has received appropriate training. The Restorative Practice session will be conducted within a reasonable time period, which usually will be within thirty (30) days.

If RAICES determines that the conduct at issue may be unlawful or may violate RAICES' policies regarding discrimination or harassment, RAICES will terminate the Restorative Practice process and may discipline employees involved in the Restorative Practice. Otherwise, RAICES will not take any adverse action against participating employees. In cases in which an employee submits a request for Restorative Practice to the Organization, RAICES will provide written notice to the employee of their rights to union representation as part of the process and the name of designated Union stewards in the initial email communications.

ARTICLE 22: PROTECTION FOR NONCITIZEN EMPLOYEES

Section 1. Loss of Work Authorization.

In the event that Deferred Action for Childhood Arrivals (DACA), Temporary Protected Status (TPS), or any other status is revoked, RAICES shall provide severance pay in accordance with Article 17, Section 2 of this Agreement to any employee who loses work authorization as a result.

Employees who lose work authorization due to government actions shall retain seniority and recall rights for 4.5 years, in the event they regain work authorization.

Section 2. Employee Immigration Legal Assistance Fund.

RAICES shall continue to maintain the Employee Immigration Legal Assistance Fund for the sole purpose of covering or subsidizing the cost of removal defense or affirmative filings, including attorney costs, for employees and their immediate family members, meaning spouse, fiancé(e), domestic partner, parent, child, or dependents.

The maximum benefits, which can be used once per calendar year, are as follows: \$7,000.

ARTICLE 23: WORKPLACE SAFETY

Section 1. Safe Working Conditions.

RAICES shall make reasonable efforts to provide safe working conditions, including but not limited to: implementation of workplace violence prevention plans, providing employees with necessary training, adequately staffing facilities, and maintaining safe physical structures and equipment.

In every existing facility at the time this agreement is ratified or any new facility that RAICES purchases or leases, RAICES will conduct air quality testing and share the results with the Union. RAICES will perform such corrective measures, if any, as are required under the Occupational Safety and Health Act.

If workplace safety incidents (such as personal injury, being a witness to violence, being threatened with violence) do occur, employees must complete an incident report form and submit it to their supervisor as soon as possible. Reporting should not delay necessary medical care.

Employees shall not be retaliated or discriminated against for reporting accidents, injuries, or other safety-related complaints, or for requesting to see safety incident logs. Employees shall not be obligated to put their safety or health at risk on the job, including but not limited to being asked to interfere to break up fights or using unsafe equipment. Employees shall not be disciplined for refusing to complete tasks that they reasonably believe will endanger their health and/or safety.

Section 2. Accommodations for Health Concerns.

An employee may send a request to HR to work remotely full-time on a temporary basis on account of health concerns.

Section 3. Office Closures for Inclement Weather and Other Emergencies.

RAICES may close one or more offices if the office is within an area where the federal, state, county, or municipal government declares a weather or other emergency. RAICES will make every effort to promptly communicate the closure and the nature of the emergency to employees in the office or offices that are closed. Absent circumstances beyond the employees' control preventing remote work (for example, power outages or loss of internet) employees assigned to offices that are closed may either: (1) work remotely; or, (2) use PTO. When an office is closed and remote work is impracticable due to circumstances beyond the employees' control preventing remote work, employees affected by the closure shall use an emergency closure pay code and shall be paid at the normal rate, up to a maximum of 24 hours per calendar year.

RAICES shall not require employees to commute to the office or any other work site when it is not safe to do so, as a result of weather or other emergencies. If employees are at an office or other work site and a weather or other emergency is imminent in that area or the area where the employee lives, RAICES shall immediately release employees.

ARTICLE 24: MANAGEMENT RIGHTS

RAICES has the right to exercise its judgment and discretion with regard to management functions. The sole and narrow exception is where management judgment and discretion are limited by specific and express terms of this Agreement.

Management rights are not waived by RAICES not exercising them, or by RAICES exercising them in a particular way.

ARTICLE 25: EXPENSES

Section 1. Expenses & Equipment.

RAICES shall pay all legitimate expenses incurred by an employee in the service of RAICES that are submitted with supporting receipts on or before the third business day of the month following the month in which the employee is invoiced for the expenses. Reimbursement of expenses that are not submitted by the third business day of the month following the month in which they are invoiced will be made if the employee can demonstrate that the delay in submitting the expenses was reasonable under the circumstances.

RAICES shall reimburse employees for all non-commuting miles for the use of a vehicle in the service of the Employer at the IRS rate for business travel. Mileage shall be calculated as the distance from the office to the field location, or the distance from an employee's remote work location to the field location.

For any work-related travel exceeding one hundred (100) miles round-trip, the employee may request the use of a rental car or company car. Such requests will not unreasonably be denied.

Section 2. Expense Reimbursement.

Once properly submitted, employee expenses shall be reimbursed no later than the second Friday of the month.

Section 3. Travel Advances.

The practice of travel advances shall continue.

ARTICLE 26: MISCELLANEOUS

Section 1. Lactation Accommodations.

RAICES shall provide a supportive environment to enable breastfeeding employees to express milk during work hours for up to three years following the birth of a child. Employees are allowed a minimum of thirty (30) minutes of break time for every 4-hour work period for lactation breaks. Accommodations under this policy include a place, other than a bathroom, that is shielded from view and free from intrusion from co-

workers and the public which may be used by an employee to express breast milk. Discrimination and harassment of breastfeeding parents in any form is unacceptable and will not be tolerated.

Section 2. Accommodations for Dietary Restrictions at Work Functions.

RAICES shall provide instructions and a method for all employees to survey attendees regarding dietary restrictions and/or allergies to accommodate all dietary restrictions at any work function where food is provided by RAICES.

Section 3. Environmental and Climate Policies.

RAICES shall consider any suggestions from employees regarding the organization's environmental impact and shall implement reasonable changes, where practicable, to reduce the organization's carbon footprint.

Section 4. Dress Code.

Employees meeting with clients or attending court or other work related locations on behalf of RAICES clients should dress in a manner appropriate for the context.

Section 5. Non-Disclosure Agreements.

RAICES shall not require any employee to sign a non-disclosure agreement regarding their terms and conditions of employment at RAICES. RAICES shall not retaliate against any employee who refuses to sign such a non-disclosure agreement under any circumstance. RAICES may require employees to sign certain non-disclosure agreements, such as those required by grantors, or those which protect information about donors or clients.

Section 6. Office Relocation.

When RAICES changes the location of an office, proper steps shall be taken to ensure that employees can continue work without significant interruption. RAICES shall notify employees of the location change no later than fifty-five (55) days prior to the move. RAICES shall implement mail forwarding and shall take all other necessary steps to ensure that no mail is lost. RAICES shall ensure that any new office space can accommodate the existing employees.

ARTICLE 27. NO STRIKE, NO LOCKOUT

Neither the Guild nor any employee shall induce, engage in or condone any strike, slowdown or work stoppage during the term of this Agreement. The Organization shall not lock out its employees during the term of this Agreement.

ARTICLE 28: OVERTIME

Section 1. Overtime Pay.

Overtime work by non-exempt employees shall be compensated at one and one-half (1.5) times the regular rate of pay for every hour worked that exceeds eight (8) hours in a day.

Overtime shall be offered to non-exempt employees in order of seniority, with the most senior employee being offered overtime first. Employees have the right to decline overtime, except that the least senior employee shall not decline the overtime if all other non-exempt employees have declined.

RAICES cannot require an employee to flex their schedule to avoid overtime pay under this section. RAICES may establish alternative work shifts designed to eliminate the need for pay under this section.

ARTICLE 29: PAID TIME OFF AND HOLIDAYS

Section 1. Accrued Time Off.

Paid time off (PTO) for full time employees is accrued based on hours worked, excluding overtime, and starts accruing on the first paycheck. Employees accrue leave based on years of service according to the table below. PTO stops accruing when an employee reaches their maximum leave accrual. Employees are eligible for the next tier of accrual on the first day of the pay period of employment anniversary.

Tier	Hours Accrued Per Pay Period	Years of Employment	Maximum Leave Accrual
1	7.39	1st check through 2nd anniversary date	24 days (192.14 hours)
2	9.23	2nd anniversary through 4th anniversary date	40 days (320 hours)
3	11.70	4th anniversary date +	60 days (480 hours)

Employees regularly assigned to work less than forty (40) hours per week shall accrue PTO on a prorated basis.

At the end of the calendar year, unused PTO will be rolled over based on maximum leave accrual for years of service, as indicated in the chart above

Employees who have submitted their resignation are not eligible to use PTO during the last two weeks of employment. Up to a maximum of 160 hours of unused PTO will be paid to employees who submit a minimum two (2) weeks resignation notice, subject to state laws.

In the first year of employment and in the first three calendar months of each year, employees may use up to forty (40) hours of PTO prior to accrual.

Section 2. Holidays.

RAICES will be closed on:

New Year's Day
Martin Luther King, Jr. Day
President's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Indigenous People's Day
Thanksgiving Day
Day after Thanksgiving
December 24-January 1

With the exception of December 26-31, any date-specific holiday that falls on a Saturday will be celebrated the preceding Friday. Any date-specific holiday that falls on a Sunday will be celebrated the following Monday. All employees who are on an active status will be paid for these days at their regular rate of pay, up to their regularly scheduled hours, up to a maximum of 8 hours per day.

Hourly employees who do not work on a holiday will receive holiday pay at their regular rate for each holiday listed above, up to 8 hours per day based on their average regularly scheduled hours.

Salaried employees who do not work on holidays will not have any loss of salary.

Hourly employees will be compensated at one-and-a-half (1½) times the rate for their hours worked on a holiday in addition to the eight (8) hours of holiday pay.

Salaried employees will receive a floating holiday for each holiday they must perform work to meet urgent client or program needs. If a salaried union-eligible employee is not available to perform urgent work during a holiday, a member of RAICES management shall perform the work.

All employees will have 1 floating holiday per calendar year. Floating holidays cannot be carried over and must be used in the calendar year.

Employees may apply in writing at least two (2) weeks in advance to work during the winter closure holiday. Approval must be given by employees' department heads and Human Resources. If approval is granted, the employees will work their full regular schedules on the days approved. Employees approved to work during the winter closure will be paid their regular wages/salaries and will not be paid holiday pay. Said employees will also earn 1 floating holiday for each winter closure day worked. Floating holidays earned by working during the winter closure may be carried over and used in the next calendar year.

Section 3. Medical Leave for Serious Health Conditions.

RAICES is a covered employer under the Family Medical Leave Act (FMLA) and shall abide by the requirements of the act, including employer designation and tracking of eligible leave under this federal law, which will run concurrently with any other company sponsored leave noted below and/or applicable temporary income benefit, as applicable.

Section 4. Paid Parental and Postpartum Leave.

Paid parental and postpartum leave is available after the birth of an employee's child or the placement of a child with the employee for adoption or foster care.

Full-time employees who have been employed for a minimum of 6 months, may take up to ten (10) non-consecutive paid weeks for parental, postpartum needs. Non-consecutive parental leave must be taken in two equal installments.

Any parental leave must be taken within twelve (12) months after the date of birth or child placement.

Section 5. Bereavement Leave.

Full time employees are eligible for a maximum of five (5) days of paid leave after the death of a loved one. Human Resources may require documentation to support the need for additional leave.

Section 6. Jury Duty.

Employees shall receive paid time off for jury duty. Employees must notify their supervisor and Human Resources immediately upon receiving notice of jury duty and will be asked to provide a copy of the summons and a court clerk's certificate noting the jury time served.

Section 7. Unpaid Leave.

Employees may be granted an unpaid leave of absence after six months of service. A request for an unpaid leave of absence must be submitted to HR for approval. Unpaid leave can only be used after all PTO has been exhausted.

Section 8. Voting.

RAICES employees shall be entitled to use four (4) hours to vote, with supervisor approval for scheduling arrangements.

Section 9. Contact Policy.

Employees shall not be contacted about work matters while using time off as outlined in this article, except in case of emergency. Determination as to whether a situation constitutes an emergency shall be made by

HR and appropriate members of management, as applicable. Employees will not be disciplined for non-responsiveness while on an approved leave even if contact is determined to be an emergency. Only designated employees in IT shall be permitted to access an employee's communications or files of current employees, with HR's written approval based on submission of a documented business need.

ARTICLE 30: MINIMUM SALARIES

Section 1. Minimum Salaries.

Effective upon ratification, the rates listed in this table represent minimum salaries. RAICES is permitted to pay any employee above the minimum salary.

Ranks	Step 1		Step 2		Step 3		Step 4		Step 5	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
12	\$82,000.00	\$39.42	\$84,460.00	\$40.61	\$86,993.80	\$41.82	\$89,603.61	\$43.08	\$92,291.72	\$44.37
11	\$76,491.00	\$36.77	\$78,785.62	\$37.88	\$81,149.19	\$39.01	\$83,583.66	\$40.18	\$86,091.17	\$41.39
10	\$70,000.00	\$33.65	\$72,100.00	\$34.66	\$74,263.00	\$35.70	\$76,490.89	\$36.77	\$78,785.62	\$37.88
9	\$59,533.00	\$28.62	\$61,318.74	\$29.48	\$63,158.30	\$30.36	\$65,053.05	\$31.28	\$67,004.64	\$32.21
8	\$57,243.00	\$27.52	\$58,960.32	\$28.35	\$60,729.13	\$29.20	\$62,551.01	\$30.07	\$64,427.54	\$30.97
7	\$55,041.00	\$26.46	\$56,692.62	\$27.26	\$58,393.40	\$28.07	\$60,145.20	\$28.92	\$61,949.56	\$29.78
6	\$52,924.00	\$25.44	\$54,512.13	\$26.21	\$56,147.50	\$26.99	\$57,831.92	\$27.80	\$59,566.88	\$28.64
5	\$50,889.00	\$24.47	\$52,415.51	\$25.20	\$53,987.98	\$25.96	\$55,607.62	\$26.73	\$57,275.85	\$27.54
4	\$48,932.00	\$23.52	\$50,399.53	\$24.23	\$51,911.52	\$24.96	\$53,468.86	\$25.71	\$55,072.93	\$26.48
3	\$47,050.00	\$22.62	\$48,461.09	\$23.30	\$49,914.92	\$24.00	\$51,412.37	\$24.72	\$52,954.74	\$25.46
2	\$45,240.00	\$21.75	\$46,597.20	\$22.40	\$47,995.12	\$23.07	\$49,434.97	\$23.77	\$50,918.02	\$24.48
1	\$43,500.00	\$20.91	\$44,805.00	\$21.54	\$46,149.15	\$22.19	\$47,533.62	\$22.85	\$48,959.63	\$23.54

Ranks	Step 6		Step 7		Step 8		Step 9		Step 10	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
12	\$95,060.47	\$45.70	\$97,912.29	\$47.07	\$100,849.66	\$48.49	\$103,875.15	\$49.94	\$106,991.40	\$51.44
11	\$88,673.91	\$42.63	\$91,334.12	\$43.91	\$94,074.15	\$45.23	\$96,896.37	\$46.58	\$99,803.26	\$47.98
10	\$81,149.19	\$39.01	\$83,583.66	\$40.18	\$86,091.17	\$41.39	\$88,673.91	\$42.63	\$91,334.12	\$43.91
9	\$69,014.78	\$33.18	\$71,085.22	\$34.18	\$73,217.78	\$35.20	\$75,414.31	\$36.26	\$77,676.74	\$37.34
8	\$66,360.36	\$31.90	\$68,351.17	\$32.86	\$70,401.71	\$33.85	\$72,513.76	\$34.86	\$74,689.17	\$35.91
7	\$63,808.04	\$30.68	\$65,722.28	\$31.60	\$67,693.95	\$32.55	\$69,724.77	\$33.52	\$71,816.51	\$34.53
6	\$61,353.89	\$29.50	\$63,194.50	\$30.38	\$65,090.34	\$31.29	\$67,043.05	\$32.23	\$69,054.34	\$33.20
5	\$58,994.12	\$28.36	\$60,763.95	\$29.21	\$62,586.86	\$30.09	\$64,464.47	\$30.99	\$66,398.40	\$31.92
4	\$56,725.12	\$27.27	\$58,426.87	\$28.09	\$60,179.68	\$28.93	\$61,985.07	\$29.80	\$63,844.62	\$30.69
3	\$54,543.38	\$26.22	\$56,179.68	\$27.01	\$57,865.07	\$27.82	\$59,601.03	\$28.65	\$61,389.06	\$29.51
2	\$52,445.56	\$25.21	\$54,018.93	\$25.97	\$55,639.49	\$26.75	\$57,308.68	\$27.55	\$59,027.94	\$28.38

1	\$50,428.42	\$24.24	\$51,941.27	\$24.97	\$53,499.51	\$25.72	\$55,104.50	\$26.49	\$56,757.63	\$27.29
---	-------------	---------	-------------	---------	-------------	---------	-------------	---------	-------------	---------

Ranks	Step 11		Step 12		Step 13		Step 14	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
12	\$110,201.14	\$52.98	\$113,507.18	\$54.57	\$116,912.39	\$56.21	\$120,419.76	\$57.89
11	\$102,797.36	\$49.42	\$105,881.28	\$50.90	\$109,057.72	\$52.43	\$112,329.45	\$54.00
10	\$94,074.15	\$45.23	\$96,896.37	\$46.58	\$99,803.26	\$47.98	\$102,797.36	\$49.42
9	\$80,007.04	\$38.46	\$82,407.25	\$39.62	\$84,879.47	\$40.81	\$87,425.86	\$42.03
8	\$76,929.85	\$36.99	\$79,237.74	\$38.10	\$81,614.88	\$39.24	\$84,063.32	\$40.42
7	\$73,971.01	\$35.56	\$76,190.14	\$36.63	\$78,475.84	\$37.73	\$80,830.12	\$38.86
6	\$71,125.97	\$34.20	\$73,259.75	\$35.22	\$75,457.54	\$36.28	\$77,721.27	\$37.37
5	\$68,390.36	\$32.88	\$70,442.07	\$33.87	\$72,555.33	\$34.88	\$74,731.99	\$35.93
4	\$65,759.96	\$31.62	\$67,732.76	\$32.56	\$69,764.74	\$33.54	\$71,857.68	\$34.55
3	\$63,230.73	\$30.40	\$65,127.65	\$31.31	\$67,081.48	\$32.25	\$69,093.92	\$33.22
2	\$60,798.78	\$29.23	\$62,622.74	\$30.11	\$64,501.42	\$31.01	\$66,436.47	\$31.94
1	\$58,460.36	\$28.11	\$60,214.17	\$28.95	\$62,020.60	\$29.82	\$63,881.22	\$30.71

Each step represents an additional year of experience. An employee shall advance to the next higher step on the first day of the first full pay period of each calendar year. Newly hired employees who begin work after September 30 will advance to the next higher step on the first full pay period of the second calendar year following the calendar year in which they were hired. For example, an employee hired on or after October 1, 2024 will advance to the next step on the first day of the first full pay period of 2026.

Section 2. Pay Ranks.

Legal

Job Title	Rank
Receptionist	1
Data Entry Clerk	1
Administrative Assistant	1
Bond Fund Operations Specialist ¹	1 ¹

¹ RAICES and the Union are bargaining over the effect of RAICES' decision to discontinue participation in the NBFN program. An MOU regarding the elimination of the Bond Fund positions and the terms and conditions of employees holding these positions is under consideration. The MOU, if finalized, may override the wage rates resulting from application of this article to those employees.

Job Title	Rank
Bond Case/Fund Coordinator ¹	1 ¹
Program Coordinator	2
Legal Assistant	3
Referral Legal Assistant	3
Affirmative Legal Assistant	3
Senior Legal Assistant (4 yrs. w/RAICES)	4
Children's Program Case Manager	4
Immigration Legal Service Fund - Case Manager	4
Supervising Legal Assistant	5 ²
Program Manager, Rural Services	7
Case Management Program Manager	8
Shelter Lead	9
Accredited Representative (Partial)	9
Accredited Representative	9
Law Fellow I - Not barred (Graduate)	9
Law Fellow II - (Barred)	10
Staff Attorney	10
Immigration Attorney	10
Associate Attorney Change title to Senior Staff Attorney	11
Senior Staff Attorney (4 or more yrs. w/RAICES)	11
Supervising Attorney	12 ³

Information Technology

Job Title	Rank
Information Technology Coordinator	9
IT Specialist	9

² Contingent on whether the NLRB finds that some supervising legal assistants belong in the bargaining unit. RAICES will not bargain wages for those supervising legal assistants found to not be in the bargaining unit.

³ Contingent on whether the NLRB finds that some supervising attorneys belong in the bargaining unit. RAICES will not bargain wages for those supervising attorneys found to not be in the bargaining unit.

Senior Information Technology Specialist	9
IT Project Specialist	10

Refugee Resettlement

Job Title	Rank
Refugee Resettlement Case Aid	1
Refugee Resettlement Administrative Assistant	1
Refugee Resettlement Coordinator- Housing	2
Refugee Resettlement Case Manager	2
Refugee Resettlement - Training Coordinator	6
Refugee Resettlement Job Developer	6
Refugee Resettlement Program Manager	9 ⁴
Refugee Resettlement Clinician	9

External Affairs

Job Title	Rank
Development Assistant	1
Volunteer Coordinator	2
Refugee Resettlement Outreach Coordinator	3
Community Development Manager	5
Assistant Video Editor	5
Social Media Manager	6
Corporate Employee Engagement Coordinator	6
Corporate and Foundation Relations Manager	6
Media Relations Manager	7
Development Systems Manager	7
Volunteer Engagement Manager	7
Digital Marketing Scientist	8
Senior Producer	10

⁴ Contingent on whether the NLRB finds that some RR Program Managers belong in the bargaining unit. RAICES will not bargain wages for those RR Program Managers found to not be in the bargaining unit.

Job Title	Rank
Director of Legacy Gifts	12
Director of Creative Partnerships	12
Director of Major Gifts	12

Advocacy

Job Title	Rank
Community Organizer	1
Policy & Government Affairs Strategist	5
Senior Policy & Government Strategist	5

Section 3. Placement on Step System.

The purpose of the step system is to determine each employee's wage rate following: (1) this agreement taking effect; (2) hire, transfer, or promotion; and (3) yearly advancement on the step system.

Step 1 corresponds to the minimum years of experience (YOE) required for the position. Employees will be placed, at minimum, on the appropriate rank based on their job title and appropriate step based upon their YOE. The number of YOE will be rounded up to the next whole year if the calculation results in a partial YOE of six months or more.

A promoted employee shall receive at least the minimum salary in the new rank next higher than the employee's salary in the rank from which the employee advanced.

An employee who receives a lateral transfer shall be credited at least with the same years of experience and placed at the same step and rank.

An employee who voluntarily transfers into a position at a lower pay rank will be paid at the lower rank effective on the first day of the first full pay period in the new position.

Except as provided in the preceding paragraph, no employee will have their salary decreased from the rate they are paid immediately prior to this Agreement taking effect.

On the first full pay period of each year, if an employee is being paid at the highest step or a rate higher than the indicated salary for their step defined in the table in Section 1, the employee will receive a lump sum payment equivalent to 3% of their salary. This 3% lump sum payment will be based only on the salary rate and not on any prior lump sum payment.

Section 3.1 - Legal Department

Clerical employees shall be credited one year for each year worked for RAICES or another employer in a clerical position.

Legal assistants shall be fully credited for any prior experience working in the legal field or in immigration advocacy. A year spent interning in the legal field or in immigration advocacy will be credited as 0.5 YOE.

Attorneys shall be fully credited with one year of experience for each year previously worked with RAICES or with another employer as a licensed attorney and performing work relevant to the mission of RAICES. Attorneys shall be credited with a half year for each year of work as an accredited representative, or law graduate authorized under 8 CFR § 1292.1(a)(2) and 8 CFR § 1292.1(a)(4) and performing work relevant to the mission of RAICES.

Accredited Representatives shall be fully credited for each year previously worked with RAICES as an accredited representative or with another employer as an accredited representative or with RAICES or another employer as a legal assistant. Accredited representatives shall be given a half year's credit for each year of experience working or interning in the legal field or in immigration advocacy not as an attorney or accredited representative.

Section 3.2 - Refugee Resettlement and Social Programs

All employees shall be given credit for years of experience working in refugee services, social services, case management, child welfare, medical services, human services, survivor advocacy, and relevant education or military experience. Resettlement Clinicians shall be fully credited for each year worked at RAICES or another employer as a licensed clinician.

All employees who are hired into clerical positions shall be credited one year for each year worked for RAICES or another employer in a clerical position.

Section 3.3 - External Affairs

External affairs employees shall be given credit for one year for each year worked for RAICES or another employer based on the specific job requirements, for example working in development, grant-writing, donor relations, marketing, data science, social media management, fundraising, event management, communications, and public relations.

Section 3.4 - IT Department

Information Technology employees shall be given credit for one year for each year worked for RAICES or another employer working in information technology, software development, network administration, database administration, and IT project management.

Section 4. Annual COLA Adjustments.

If the Cost of Living Adjustment (COLA) as determined by the Consumer Price Index for All Urban Consumers (CPI-U): Selected areas, all items index (CPI-U), released by the United States Department of Labor, meets or exceeds 3%, each minimum salary in the table in Section 1 of this Article shall be increased in accordance with the table below. COLAs will be based on the percentage change listed for the previous 12 months as of the most current release preceding January 1, 2026.

COLA	% Increase of Salary Table
3% - 3.49%	0.5%
3.5% - 3.99%	0.75%
4% - 4.49%	1%
4.5% - 4.99%	1.25%
5% +	1.5%

Section 5. Changes to Job Descriptions.

When RAICES and the Union agree on altering the employee's job description, the new job description shall be subject to analysis and pay shall be adjusted accordingly to reflect new or additional job requirements.

Section 6. Department of Justice Accreditation.

RAICES shall continue to develop a program offering opportunities for Department of Justice Accreditation. Individuals who complete the process for acquiring partial or full accreditation may apply for accredited representative positions, and if they are awarded the position, they will be paid according to the job title and their experience-based placement on the salary scale. Open positions shall be awarded in order of seniority to employees who apply and qualify. Employees completing accreditation while working for RAICES will be paid a \$1,500 bonus upon completion, regardless of whether they are at the time filling accredited representative positions.

Section 7. Multiple Job Titles.

When an employee holds multiple job titles, they shall be paid according to their highest wage rank and the appropriate years of experience.

ARTICLE 31: INSURANCE

Section 1. Definitions.

For the purpose of this section, the following definitions shall apply.

1. Eligible employees: Full-time employees, collectively, as defined in this section.
2. Full-time employees: Employees for purposes of benefits eligibility only are defined as regularly scheduled to work at least 30 hours per week.
3. Partner: as defined by applicable law and/or summary plan description eligibility requirements.
4. Dependent(s): Dependents as defined by the Internal Revenue Service or other applicable law.
5. Family: The employee, partner, and dependent(s), collectively.

Section 2. Medical.

Eligible full-time employees and their families, as defined herein, are eligible for medical coverage on the first day of the month following the employee's hire date. Employees may choose between two Preferred Provider Organization plans: a High Deductible Health Plan with a Health Savings Account (HSA) or a plan with a Health Reimbursement Arrangement (HRA). RAICES shall contribute \$4000 to each participating employee's HRA account. The amount contributed to employees' HRA accounts can be accessed after the employee incurs and verifies through documentation eight hundred dollars (\$800) in network out of pocket costs for eligible medical expenses. RAICES shall cover 100% of the premiums for either plan for eligible employees-only coverage. For employees who opt for dependent/spouse coverage, RAICES shall contribute the sum of the cost of employee-only coverage plus 33% of the difference between the cost employee-only coverage and any dependent/spouse coverage selected by the employee.

RAICES HR shall notify the Union within five (5) business days of receiving a bid for medical insurance coverage.

Subject to applicable law, RAICES will make reasonable efforts annually during the term of this contract to review the ability to include the following elective medical services, based on both availability of coverage and costs for gender-affirming care, acupuncture, fertility treatments and weight loss surgeries. RAICES shall provide data annually, if available, regarding the cost of adding these services to the medical coverage. If the data is not available, RAICES shall provide a written explanation from the insurance carrier.

Health insurance plans shall be presented to employees in an easy-to-read format, e.g. HSA Plan, HRA Plan, etc. and shall be made available to employees in a one-page format for reference. In addition to an easy-to-read format, RAICES HR shall provide employees with easy access to one-on-one or small group sessions for the purpose of benefits explanations and Q&A.

Section 3. Vision & Dental.

Eligible employees may select vision and/or dental coverage for themselves and their eligible partners and/or dependents during the enrollment period. Coverage will be effective on the first day of the month following the employee's hire date. RAICES shall cover 100% of the premiums for the dental value plan and the vision plan for all eligible employees only. Employees can opt for a dental buy up plan at their own expense. RAICES shall make reasonable efforts to provide vision and dental coverage equal to or better than the current plan.

Section 4. EAP and Mental Health.

RAICES shall maintain an employee assistance program (EAP) beginning on the first day of employment for all employees offering the same amount of or more sessions than the plan in effect at the time of signing this agreement.

Section 5. Life and Accidental Death & Dismemberment Insurance.

Beginning on the first day of the month following the employee's hire date, RAICES shall pay one hundred percent (100%) of the premiums of Life and Accidental Death and Dismemberment (AD&D) insurance coverage for all eligible employees. The value of the AD&D plan shall be at least \$50,000. The value of the Life Insurance plan shall be at least \$50,000.

Section 6. Short Term Disability.

The STD plan will pay a weekly maximum benefit of \$1,500.00. Premium costs for employees who enroll in this plan will not change for 2024. Changes in premiums for subsequent years will be communicated to employees prior to the enrollment period.

Section 7. Long Term Disability Insurance.

RAICES shall provide a long term disability policy at no cost to employees. Eligible employees shall be permitted to use this insurance under applicable summary plan description eligibility rules.

Long term disability insurance shall cover 60% of monthly earnings, up to \$10,000 per month.

Section 8. Workers' Compensation.

RAICES shall provide a Workers' Compensation insurance program, in accordance with applicable law.

Any employee who sustains work-related injuries or illnesses shall inform their supervisor and HR as soon as reasonably possible.

Section 9. Termination of Benefits.

In the event of a separation, medical, dental, and vision insurance benefits shall continue through the end of the calendar month.

ARTICLE 32: RETIREMENT PLAN

RAICES shall maintain 403(b) or Roth 403(b) retirement plans. Employees shall be enrolled in the RAICES 403(b) retirement plan on the first day of employment. Employer matching will begin after 90 days. Employees may designate a portion of their earnings to their retirement plan. Employees who do not make

a designation shall be enrolled with a 5% contribution after 30 days of employment. RAICES shall match 100% of the first 3% plus 50% of the next 2% of an employee's earnings. All contributions are owned by the employee and vesting is immediate.

ARTICLE 33: STUDENT LOAN RELIEF PROGRAM

Section 1. Student Loan Relief.

All employees shall be permitted to use 50% of their Professional Development and Licensing Allowance under Article 11 to pay student loans.

Attorneys receiving funds from the Texas Student Loan Repayment Assistance Program (SLRAP) are not eligible to use the professional development funds to pay student loans.

Section 2. Texas Student Loan Repayment Assistance Program (SLRAP).

RAICES shall make every effort to resecure Texas Student Loan Repayment Assistance Program (SLRAP) funding for its legal staff. For employees who are eligible for SLRAP and/or any other loan forgiveness program, RAICES shall make good faith efforts to maintain the appropriate reporting and eligibility requirements for those programs. If RAICES is unsuccessful in securing SLRAP, RAICES shall provide a complete copy of the SLRAP application, including attachments, and a written explanation of their good faith efforts to the Union within 12 months of the signature of this agreement.

RAICES will keep complete copies of the SLRAP applications, including attachments, and any other loan forgiveness program applications for 7 years. If RAICES might be losing SLRAP funding, it will provide the results of the annual IOLTA audit. RAICES shall provide a full written explanation of their good faith efforts to the Union if they lose any loan forgiveness program.

ARTICLE 34: PART-TIME AND TEMPORARY EMPLOYEES

Section 1. Definitions.

A part-time employee regularly works at least 20 hours and less than 40 hours of the work week.

A temporary employee is one employed for a specified time not to exceed six (6) months.

Section 2. Temporary employees.

Temporary employees are not members of the bargaining unit. The Guild shall be notified in writing as to the need for temporary employees, nature of their work, and its duration. This includes employees hired pursuant to Article 12, Section 2.

Section 3. Bargaining Unit Work.

A part-time or temporary employee shall not be employed such that their employment would reduce the scope of the Bargaining Unit, eliminate a Bargaining Unit position, or cause a Bargaining Unit employee's displacement, replacement, layoff or reduction from full-time to part-time status.

Section 4. Compensation.

A part-time salaried employee shall be paid a prorated salary based on the minimum salary listed in Article 30, whether they are exempt or nonexempt.

Section 5. Schedule.

A part-time employee shall be placed on the schedule of minimum salaries in Article 30, and shall receive benefits as provided for regarding part-time employees in Articles 29, 31, and 32.

Section 6. Conversion.

Temporary employees shall become bargaining unit members after six (6) months of employment.

The seniority date for a temporary employee ultimately hired as a permanent employee shall be retroactive to the date they began working as a temporary employee.

ARTICLE 35: DURATION

This Agreement will become effective upon ratification and will remain in effect until 11:59 p.m., December 1, 2026. This Agreement will automatically renew for successive one-year terms unless not later than October 31, 2026, one party provides the other party with written notice of its intent to bargain over terms and conditions of employment.

SIGNATURES

For The Washington-Baltimore News Guild, Local 32035:



Kate Richardson, Bargaining Committee



Fernando Candil, Bargaining Committee

Oscar Roussett
Oscar Roussett (Jul 2, 2024 11:35 CDT)

Oscar Roussett, Bargaining Committee

Eric Balderas

Eric Balderas, Bargaining Committee



Alysa Medina, Bargaining Committee

Bianca Aguilera
Bianca Aguilera Schalk (Jul 2, 2024 10:37 CDT)

Bianca Aguilera, Bargaining Committee



Yvette Changuin, Bargaining Committee

Blayer Cedenro

Blayer Cedenro, Bargaining Committee



Erin Johnson, Bargaining Committee

Maria Aguilar
Maria Aguilar (Jul 8, 2024 23:15 CDT)

Maria Aguilar, Bargaining Committee



Eric Geist, WBNG Local Representative

For Refugee and Immigrant Center for Education and Legal Services (RAICES):



Anna L. Flores, Chief Operating and Financial Officer

Kim Mattheson

Kim Mattheson, Chief Human Resources Officer

Jack Merinar
Jack Merinar (Jul 9, 2024 11:49 EDT)

Jack Merinar

APPENDIX A: GUILD’S ASSIGNMENT AND AUTHORIZATION TO DEDUCT GUILD MEMBERSHIP DUES.

Assignment and Authorization to Deduct Guild Membership Dues

I hereby assign to the Washington-Baltimore News Guild, CWA Local 32035, and authorize the Employer to deduct, per pay period, from any salary earned or to be earned by me as an employee, an amount equal to Guild initiation fees, dues and assessments as certified by the Treasurer of the Guild starting in the first week in the month following the date of this assignment. I further authorize and request the Employer to remit the amount deducted to the Guild each month.

The assignment and authorization shall remain in effect until revoked by me, but shall be irrevocable for a period of one year from the date appearing below or until the termination of the contract between yourself and the Guild, whichever occurs sooner. I further agree and direct this assignment and authorization shall be continued automatically and shall be irrevocable for successive periods of one year each or for the period of each succeeding applicable contract between the Employer and the Guild, whichever period shall be shorter, unless written notice of its revocation is given by me to the Employer and to the Guild by registered mail not more than thirty (30) days and not less than fifteen (15) days prior to the expiration of each period of one year, or of each applicable contract between the Employer and the Guild, whichever occurs sooner. Such notice of revocation shall become effective for the calendar month following the calendar month in which the Employer receives it.

This assignment and authorization is voluntarily made in order to pay my equal share of the Guild’s costs of operation and is not conditioned on my present or future membership in the Guild. This assignment and authorization supersedes all previous assignments and authorizations heretofore given by me in relation to Guild initiation fees, dues and assessments.

Date of Authorization

Signature of Employee

Printed Name

APPENDIX B: MEMORANDUM OF UNDERSTANDING REGARDING THE RETURN TO OFFICE

1. Effective October 1, Article 14 will be implemented immediately.
2. The parties acknowledge that some employees had agreements with RAICES regarding remote work that are not the result of RAICES directing that employees work remotely during the COVID health emergency. Nothing in this MOU is intended to override or negate such agreements.
3. Receptionists that have existing schedule flexibility for care responsibilities shall be permitted to continue arrangements that allow them to be out of the office up to two (2) hours per day.
4. In the event of a health emergency, RAICES will follow the direction of the federal, state, and local government concerning whether employees can work from assigned office locations.

Eric Geist

For the Union

Jack Merinar

Jack Merinar (Jul 9, 2024 11:49 EDT)

For RAICES

APPENDIX C: MEMORANDUM OF UNDERSTANDING REGARDING DOJ ACCREDITATION

MEMORANDUM OF UNDERSTANDING RE: DOJ ACCREDITATION

Employees who complete Department of Justice accreditation on or after March 5, 2024 while working for RAICES will be paid a one-time \$1,500 bonus upon completion, regardless of whether they are at the time filling accredited representative positions. Employees who completed DOJ accreditation prior to March 5, 2024 will not be eligible for the one-time \$1,500 bonus.

Eric Geist

For the Union

Jack Merinar

For RAICES

19434883.1

**APPENDIX D: MEMORANDUM OF UNDERSTANDING REGARDING PARENTAL AND POST-PARTUM
LEAVE**

MOU REGARDING PARENTAL AND POST-PARTUM LEAVE

To be implemented immediately upon execution by the parties:

1. Paid parental and postpartum leave is available after the birth of an employee's child or the placement of a child with the employee for adoption or foster care.
2. The paid parental and postpartum leave described in paragraph 4 below is available to all employees who as of March 5, 2024 were taking paid parental or post-partum leave. For those employees already taking paid parental and post-partum leave, the amount of leave they have taken as of March 5, 2024 will be counted against the the balance of leave remaining before reaching the ten-week maximum.
3. The paid parental and post-partum leave described in paragraph 4 below is also available to all employees who take such leave on or after March 5, 2024. The paid parental and postpartum leave described below is not available to employees who completed paid parental and post-partum leave before March 5, 2024.
4. Full-time employees who have been employed for a minimum of six (6) months may take up to ten (10) non-consecutive paid weeks for parental, postpartum needs. Non-consecutive parental leave must be taken in two equal installments. Any parental leave must be taken within twelve (12) months after the date of birth or child placement.

Eric Geist

For the Union

Jack Merinar

For RAICES

APPENDIX E: MEMORANDUM OF UNDERSTANDING REGARDING JOB DESCRIPTIONS

1. The parties recognize that many job descriptions may need to have qualifications and duties updated.
2. The parties agree to form a job description committee consisting of two representatives from RAICES and two representatives from the Bargaining Unit.
3. Members of the committee will review existing job descriptions. RAICES Committee members may also propose new job descriptions. Members of the Committee will meet to discuss such changes or new descriptions, by whatever means (remote or in person, for example) and at whatever frequency as the committee members determine to be appropriate, but neither party shall refuse to meet within a reasonable time of a request to meet by the other party.
4. Following discussion by the Job Description Committee, changes or new descriptions may be recommended to the parties by the Committee. Upon receiving such a recommendation, the parties will bargain over whether to accept the recommendation.
5. If one party accepts a recommendation by the Committee, and the other rejects it, the accepting party may, after providing 30 days' notice of intent to do so, submit the issue to binding arbitration governed by Article 5. The affected employee(s) will be responsible for performing the duties as stated in the job description unless agreement between the parties or a ruling by an arbitrator relieves the employee(s) of that responsibility.
6. If the Committee fails to recommend a proposal made by one party's representatives to the committee, the party whose representatives made the proposal to the Committee may make the proposal directly to the other party. If the other party rejects the proposal, then the party making the proposal may, after providing 30 days' notice of intent to do so, submit the issue to binding arbitration governed by Article 5. The affected employee(s) will be responsible for performing the duties as stated in the job description unless agreement between the parties or a ruling by an arbitrator relieves the employee(s) of that responsibility.

Eric Geist

For the Union

Jack Merinar

Jack Merinar (Jul 9, 2024 11:49 EDT)

For RAICES

**APPENDIX F: MEMORANDUM OF UNDERSTANDING REGARDING YEARS OF EXPERIENCE FOR
CURRENT EMPLOYEES UPON RATIFICATION OF THE COLLECTIVE BARGAINING AGREEMENT**

1. Adjustment of Years of Experience

Within 30 days of ratification, an employee who believes they have been credited with too few years of experience (YOE) will notify Human Resources in writing of the amount of YOE that they should be credited with.

Human Resources shall meet with the employee and a representative of the Guild within 10 business days of the employee notifying Human Resources.

Should the parties agree that the number of YOE is greater than what was credited to the employee upon implementation of the contract, the employee shall be moved to the appropriate step and the employee's salary shall be increased to the new amount in the next pay period. In addition, the employee shall receive back pay for the difference the employee would have received had they been paid the correct rate as of the effective date of the contract.

If an agreement between the Union and Management cannot be reached, the Union can invoke Article 5 Section 4 and move the dispute of the placement for the employee's YOE to arbitration.

2. Attorney Calculation of Years of Experience

Attorneys employed at RAICES on or before May 15, 2024, shall be credited with a full year for each year of work as an accredited representative, or law graduate authorized under 8 CFR § 1292.1(a)(2) and 8 CFR § 1292.1(a)(4) and performing work relevant to the mission of RAICES.



For the Union



Jack Merinar (Jul 9, 2024 11:49 EDT)

For RAICES

APPENDIX G: MEMORANDUM OF UNDERSTANDING REGARDING DRIVING FOR BUSINESS PURPOSES

Memorandum of Understanding: driving for business purposes

To be implemented immediately upon execution by the parties:

- RAICES may conduct a Texas type 1 motor vehicle background check, or its equivalent in other states in which employees may work, once annually on all bargaining unit employees whose duties may require them to drive for business purposes. Business purposes do not include commuting to and from work. Business purposes are: (1) transport of clients (2) transport of other RAICES employees; (3) transport of RAICES supplies or equipment; (4) travel required to perform duties at locations other than RAICES offices.
- RAICES may conduct a Texas type 2 motor vehicle background check once annually on all bargaining unit employees whose duties may include driving for business purposes numbers 1 and 2 listed in the preceding paragraph. An employee may choose not to transport other RAICES employees and not be subject to a type 2 motor vehicle background check. Employees making this choice must inform RAICES in writing if they choose not to transport other RAICES employees.
- An employee who while driving any vehicle for RAICES business purposes is involved in any accident, regardless of fault and regardless of whether any person(s) were injured, will promptly inform RAICES of the accident when it is safe to do so.
- RAICES will inform employees in writing of any results from background checks which may negatively impact their privilege to drive for RAICES business purposes, with a copy to the Union. In the event that the negative result is that the employee's driver's license has been suspended or revoked, the written notice will also state that the employee's privilege of driving for RAICES business purposes is suspended. All notices of negative results will include information about how to contact the third party performing background checks so that the employee and/or the Union can verify the results. Employees and/or the Union may challenge results, or driving restrictions imposed by RAICES based on results, through the grievance process set forth in Article 5. Any driving restrictions imposed by RAICES based on results will be subject to a "just cause" standard; except that, unless the employee and/or the Union demonstrates that the results were erroneous, an employee whose license is suspended or revoked may not drive for any business purposes for RAICES until the suspension expires or the revocation is reversed.

Eric Geist

For the Union

Jack Merinar

For RAICES

**APPENDIX H: MEMORANDUM OF UNDERSTANDING REGARDING PROFESSIONAL DEVELOPMENT
ALLOWANCE**

MOU REGARDING PROFESSIONAL DEVELOPMENT ALLOWANCE

To be implemented immediately upon execution by the parties:

As part of the annual performance review, each employee should present a list of potential training, certification, or educational programs for the following twelve months.

No later than two weeks in advance of a proposed training, certification, or educational program, employees shall provide the following information to their direct supervisor for review:

- a. The name of the event(s)
- b. The date(s) of the event.
- c. The organization hosting the event(s)
- d. The estimated cost of participation and or attendance.
- e. A brief statement regarding how participation and/or attendance will further the mission of RAICES.

Managers will discuss professional development opportunities with employees and, as part of the review process, will approve or disapprove requests.

RAICES and the Union acknowledge that, while advance planning pursuant to the annual performance review process is strongly preferred, there may be occasions when employees learn of professional development opportunities after the performance review process is completed. In such circumstances employees will promptly raise the matter with their supervisors and provide the information listed above. Approval of an employee's request for use of professional development funds shall not be unreasonably withheld.

Every two (2) years, all full-time, non-probationary employees shall have a professional development allowance, which they may choose to use on approved voluntary professional development as follows:

<u>Years of service (non-licensed employee)</u>	<u>2-year Allowance</u>
0-2	\$1,500
more than 2	\$2,500
<u>Years of service (licensed employee)</u>	<u>2-year Allowance</u>
0-2	\$3,000
more than 2	\$4,000

The allowance for each employee runs on a two-year cycle and cannot be carried over.

RAJCES shall continue to pay licensing and certification fees the employee is required to maintain relevant to their position.

An employee may use their professional development allowance to cover the cost of other: licensing and certification fees.

Eric Geist

For the Union

Jack Merinar

For RAICES