

AGREEMENT

by and between

Real Change Homelessness Empowerment Project

and

International Brotherhood of Electrical Workers

Local 89



Effective Dates: April 28, 2023 - April 27, 2026

Table of Contents

PREAMBLE	4
Article 1 - Union Recognition	4
Article 2 - Dues	5
Article 3 - Management Rights Clause	5
Article 4 - Legal Compliance	6
Article 5 - Access to Employees	6
Article 6 - Contract Administration	6
Article 7 - Successors	7
Article 8 - Joint Labor Management Committee	7
Article 9 - Union Time	8
Article 10 - Work Schedules	9
Article 11 - Travel & Work Time	10
Article 12 - Leaves of Absence	10
Article 13 - Professional Development	14
Article 14 - Consultants & Temporary Employees	14
Article 15 - Unpaid Volunteers	15
Article 16 - Progressive Discipline	15
Article 17 - Expenses	17
Article 18 - Classifications & Minimum Rates of Pay	18
Article 19 - Programming or Budgetary Changes	19
Article 20 - Gender Neutrality	20
Article 21 - Grievance Procedure	20
Article 22 - Health & Welfare	21
Article 23 - Holidays	22
Article 24 - Compensation	23
Article 25 - Working Conditions	23
Article 26 - Offices & Worksites	24
Article 27 - Notice of Termination or Layoff	25
Article 28 - Hiring Procedures	26
Article 29 - Security & Law Enforcement	27
Article 30 - Climate and Weather Impacts	28
Article 31 - Anti-Discrimination & Sexual Harassment	29
Article 32 - Picket Line Observance, Strikes & Lockouts	30
Article 33 - Affirmative Action	30

Article 34 - Editorial Clause	30
Article 35 - Immigrant Workers	30
Article 36 - Agreement	32

PREAMBLE

The purpose of this Agreement is to provide the best possible working conditions including fair and equitable compensation, an efficient procedure for resolving grievances in order to develop and maintain a spirit of cooperation between the Employer and the Employees, and to promote the mutual interests of the Employer and the Union. In order to ensure the utmost cooperation and understanding between Real Change Homelessness Empowerment Project and the International Brotherhood of Electrical Workers Local 89, the following provisions have been agreed to in order that the workplace may function as smoothly as possible.

Article 1 - Union Recognition

1.1 Real Change Homelessness Empowerment Project [Also referred to as “Employer” or “Real Change”] voluntarily recognizes the International Brotherhood of Electrical Workers Local 89 (also referred to as “Union” or “IBEW”) as the sole collective bargaining representative for an appropriate unit consisting of all Employees working for the Employer excluding supervisory and confidential Employees, with the purpose of representing and negotiating on behalf of all Employees of the Employer related to wages, working conditions and other terms of employment. As the parties’ intention is for the Union to represent a wall-to-wall unit, the parties will bargain over the wages of any job classifications not specified in this Agreement. The Employer shall notify the Union of its intention to create a new job classification prior to the proposed start date of such new classification. The Employer and Union shall negotiate the inclusion/exclusion of new job classifications in the bargaining unit. In the event of a dispute between the parties as to future inclusions or exclusions from the unit resulting from the establishment of new or changed classifications, IBEW Local 89 may grieve the inclusion or exclusion, and/or either party to this Agreement may apply to the National Labor Relations Board for resolution of the dispute.

1.2 All Employees covered by this Agreement who are members of the Union shall be required by the Employer to maintain their membership as a condition of employment. All Employees who are not members of the Union on the date of execution of this Agreement shall on or after the thirty-first (31) day following the date of employment are required to become and remain members in good standing of the Union as a condition of employment.

1.3 Failure to Join – In the event that an Employee fails to render the administrative fee or that a member of the Union fails to maintain membership in accordance with provisions of this Article the Union shall notify the Employer in writing to discharge said Employee within two (2) working days. The Employer will follow through on the discharge thirty (30) calendar days after receiving written notice from the Union.

1.4 The Employer agrees not to discriminate against any Employee for lawful Union activities.

Article 2 - Dues

2.1 All Employees covered by this agreement shall pay monthly dues as per proper Union classification. Upon receipt of written authorization of the Employee, at each pay period the Employer shall deduct all dues and fees from all members, based upon a schedule provided by the local, and transfer that amount to the Union. The Employee shall submit such written authorization to payroll and the Employer, upon receipt, shall issue a signed receipt of such authorization to the Employee. The Union shall indemnify the Employer and save the Employer harmless from any and all claims against the Employer arising out of administration of this Article including the amounts of Union dues deducted and withheld from earnings.

Article 3 - Management Rights Clause

The management of Real Change Homeless Empowerment Project and the direction of the working force is vested in the Employer. Except as set forth in other provisions in this agreement, this includes:

- 1) The right to establish program goals and strategic planning goals;
- 2) The right to hire, assign, classify, train, orient, suspend, transfer, promote, discharge and to maintain discipline and efficiency of its employees;
- 3) The right to set job descriptions and define the responsibilities of current or future positions within job descriptions;
- 4) The right to relieve the employees from duty because of lack of work;
- 5) The right to determine its budget;
- 6) The right to establish standards of service and performance of its employees, including setting key performance indicators and qualifications, ethical standards, safety and health policies, general operations politics, public messaging, security, privacy, data security rules, and other rules, policies, and procedures in connection with the overall operation of the organization;
- 7) The right to determine the nature and extent to which the program shall be operated, and to change methods or procedures, or to use new equipment;
- 8) The right to establish schedules of service, to introduce new or improved services, methods or facilities, and to extend, limit, curtail or subcontract its operations, including the right to utilize the services of temporary personnel.

The above statement of management functions shall not be deemed to exclude other functions not herein listed. The exercise of the functions and rights specified in this Article is subject to the terms and conditions of this Agreement.

Article 4 - Legal Compliance

4.1 Should any part thereof or any provision contained therein be rendered or declared illegal or an unfair labor practice by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction or by the decision of any authorized government agency, including the National Labor Relations Board, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereto. The parties agree to meet and bargain within 21 days of either party's written request to negotiate substitute provisions for such parts of provisions rendered or declared illegal or an unfair labor practice.

Article 5 - Access to Employees

5.1 The Employer will furnish to the Union for each new hire within five (5) working days of their start date, an electronic computer file of the then-available information, specified in section 5.4 for each Employee covered by this Agreement.

5.2 The Union shall have access to Employees covered by this Agreement to carry out its legal responsibilities as a bargaining agent as provided for in this Article. All required meetings related to The Union's legal responsibilities as a bargaining agent happening during the work hours will be compensated by the Employer at straight salary time. Required meetings shall be defined as bargaining sessions with the employer, grievance meetings, grievance investigations, and contract administration.

5.3 The Union's representatives will be granted reasonable access to Employees during Employees' working hours for the purpose of investigating and processing grievances and for the purposes of administering this Agreement. Such access will be subject to the representative providing the appropriate Employer representative with advanced notice of the visit.

5.4 The Employer shall furnish to the Union an electronic computer file with the monthly dues report of all Employees covered by this Agreement. The computer file shall contain:

- a. First Name, Last Name, Home address, Personal phone, Personal email, Job classification and title, Department and division, Work location, Date of hire, Compensation rate

5.5 The Employer shall inform the Union of all new Employee start dates no less than two (2) working days in advance. A representative of the Union shall meet for one (1) hour paid time during regular business hours to meet with and orient new hires, either in-person or virtually by phone or videoconference, within one week of the Employee's start date.

Article 6 - Contract Administration

6.1 The parties acknowledge that issues of general administration (as opposed to individual Employee grievances) may arise during the administration of this Agreement which may require the Employer

and the Union to meet from time to time for the purpose of reviewing the general administration of the Agreement. The parties agree to meet within one (1) week at the request of either party.

Article 7 - Successors

7.1 In the event of a sale or transfer of a program or project to another entity, the Employer and the Union will make good faith efforts to maintain transparency and timely communication throughout the process to minimize the potential adverse impacts, direct or indirect, on clients, staff and the organization. In particular, the parties will use good faith efforts to adhere to the following guidelines:

- a. The Employer will inform Employees of potential sale or transfer at least ninety (90) calendar days in advance of execution of sale or transfer or as soon as is practicable if ninety (90) days' notice is not possible.
- b. The Union and the Employer shall meet to negotiate the effects of any potential sale or transfer that will impact the future of Employees.

7.2 The Employer will inform the potential buyer or transferee of the existence of this agreement and encourage the employer to adopt similar conditions in the interest of preserving a high-quality workforce.

7.3 The Employer will make every effort to sell or transfer operations to an entity that will preserve the organizational mission of the Employer including the value of the rapport built by staff with clients and stakeholders.

7.4 None of the above shall constitute encumbrances or restrictions on negotiation with a potential buyer, or any final sale or transfer.

Article 8 - Joint Labor Management Committee

8.1 The parties, in an effort to improve communications and labor/management relations, will establish a joint labor management committee (JLMC) to discuss issues of interest or concern to either party.

8.2 The JLMC shall be made up of up to three (3) IBEW 89 members covered under this Agreement, appointed by the Union, and up to three (3) representatives of Real Change. Union Representatives may also attend upon request.

8.3 The JLMC shall meet once a month or on such additional occasions as the Employer and the Union may agree.

8.4 Designated Employees attending JLMC committee meetings shall incur no loss of pay for work time lost while in attendance at such meetings.

8.5 JLMC meetings do not replace the need for communications or meetings between the

Union and the Employer to resolve problems on a day-to-day basis as they occur. It is the intent of both parties to resolve current issues without delay.

8.6 No Employee will be disciplined, discharged, or discriminated against for their participation in the JLMC.

8.7 Employees who have a concern have the right to initiate, on an individual basis or through the Union, a review or investigation of their concern with the JLMC or Human Resources. No Employee will be disciplined, discharged, or discriminated against for initiating such a review or investigation.

Article 9 - Union Time

9.1 All contract negotiations and labor management committee meetings will take place between the hours of 9:00 am to 5:00 pm Monday, Tuesday, Wednesday, Thursday, and Friday unless otherwise specifically agreed to by the Union and management in writing.

9.2 When requested by the Union, the Employer will allow each Employee to attend one union training opportunity (five (5) days or less) per year. The Union will be responsible for covering the registration costs and travel. Reasonable requests that do not interfere with staff duties and responsibilities will not be denied.

9.3 During work hours, on the Employer's premises, bargaining unit Employees shall be allowed, without loss of pay, to participate in periodic meetings concerning the administration of this Agreement. The Employer and Union recognize it is in their mutual interest that issues which arise concerning administration of this labor agreement should be resolved as expeditiously as possible and that Union representatives will occasionally meet with representatives of management for the purpose of resolving those issues. Both the Employer and Union will use reasonable judgment in determining how often to meet. Employees will additionally be granted four (4) hours every six (6) months to attend union or shop steward training paid at their regular rate of pay by the Employer.

9.4 When a new Employee is on-boarded they will be provided by the Union with a document created by the Union with information about their rights and privileges as a Union member as well as information about how to connect with the Union along with their representatives and Shop Steward(s).

9.5 Union Stewards - The Employer shall recognize the Union Steward who shows authority from the Union as a duly accredited Union representative who, upon notifying the designated supervisor or officer, may investigate all complaints and grievances without loss of regular pay.

Article 10 - Work Schedules

10.1 The normal work week for full time Employees shall generally consist of forty (40) hours of work in a calendar week. The normal workday will take place over eight (8) hours including two (2) rest breaks of fifteen (15) minutes each and a thirty (30) minute paid lunch break. Real Change and bargaining unit Employees recognize that Employees from time to time may have to work non-standard hours, including evenings and weekends, and that Employees carry significant workloads which can vary considerably through the course of the year.

10.2 No Employee shall be required to work more than six (6) consecutive days.

10.3 The normal work day occurs in the office. Employees who can reasonably perform their job duties remotely, including journalists, advocacy and office and development staff, may request the option to work remotely during the work week subject to supervisor approval.

10.4 Part Time Employee Definition: A part-time Employee is defined as one who regularly works less than thirty (30) hours per week. Employees who regularly work more than thirty (30) hours per week shall be treated as Full Time Employees.

10.5 When pre-requested and approved, in exceptional and irregular cases in which hourly, part-time Employees are required to work more thirty (30) hours in a single workweek, the Employee shall be paid for the excess hours at a rate one and one-half times their base rate of pay.

10.6 If an Employee is assigned by their supervisor or by management to a job classification or assignment with significantly greater hours or responsibilities than the current position for which they have received a written assignment pursuant to this Section, the Employee shall be granted a meeting with their supervisor to discuss work schedule, compensation, workload, and priorities within one (2) weeks of the meeting request. Such assignments shall not be made on an arbitrary or capricious basis.

10.7 Request for Classification Review: If the Union believes that assigned work has significantly changed for a specific individual or group of individuals within a position, the Union, or individual Employee, may request a meeting to review whether the position is in the correct classification. Should it be determined an Employee has accreted additional work duties generally outside of their classification, the Employer and the Union will negotiate conditions of a reclassification for the incumbent Employee within twenty (20) working days of the request of the review of the Employer and the Union will meet to discuss. If the Union disagrees with the final decision regarding the proper classification for a job, the matter may be grieved.

10.8 In order to provide Employees secure scheduling similar to Seattle's Secure Scheduling ordinance (SMC 14.22), the Employer shall follow the following guidelines:

- a. Provide a written good faith estimate of median hours Employees can expect to work and whether Employees will work on-call shifts to new Employees at the time of hire, and to

current Employees on an annual basis and when there is a significant change to Employees' schedules. The Employer shall post scheduled work days at least 14 calendar days in advance, and respect Employees' right to decline any hours not on originally posted schedules. For staff expected to work irregular hours, including evenings and weekends outside of office hours, management will make every effort to communicate and/or co-create schedules 1 week in advance.

- b. Engage in the interactive process when Employees request schedule preferences and grant requests related to major life events, unless there is a bona fide business reason for denying the request.
- c. Pay time-and-a-half for any hours worked between closing and opening shifts that are separated by less than 12 hours.
- d. Keep records for three years to show compliance.

Article 11 - Travel & Work Time

11.1 Employees that are legitimate salaried Employees based on the criteria of the FLSA and State Law but are paid below the overtime exempt minimum annual salary shall be eligible to receive time and one-half overtime pay for hours worked beyond forty (40) hours in a pay week. Salaries are based on a forty (40) hour workweek. For the purpose of calculating overtime pay, the Employee's weekly salary shall be divided by forty (40) hours to determine the Employee's hourly rate. That amount shall be multiplied by one and one half (1 1/2) to determine the overtime rate.

11.2 Time actually spent in transit by Employees traveling to and from travel assignments (not including travel to office), including drive/ride time to and from airports/hotels, reasonable time in airports and all flight time shall be considered working time.

11.3 Employees shall request overtime in advance of the pay period in which it will be taken, when possible. All overtime is subject to management approval.

Article 12 - Leaves of Absence

12.1 Bereavement Leave – An Employee is eligible for compassionate/bereavement leave with pay for up to ten (10) days in the event of the death of an immediate family member or other person with whom the Employee had a similar close personal relationship. The leave will begin from the day of the death. Those family members include the following: mother, father, mother-in-law, father-in-law, grandmother, grandfather, son, daughter, step-parents, step-children, foster parents, foster-children, spouse, sister, brother, sibling's spouse, spouse's sibling, close friend, spouse's grandparent or any other relative living in the same household as

the Employee, or the Employee's domestic partner, i.e., a person with whom the Employee shares a mutual residence and with whom the Employee at the time of death maintains a committed relationship. An Employee may use, with the immediate supervisor's approval, available paid leave for additional time off as necessary and in accordance with operation and program needs. An Employee will receive three (3) days in the event of the death of a pet. Bereavement leave is not required to be taken consecutively but must be taken within three (3) months of the occurrence unless provided an exception by the Employer. If unused, bereavement leave does not accrue or convert to other types of leave. Bereavement leave may not be cashed out.

12.2 Unpaid Leave of Absence – Employees may negotiate with their supervisor to take unpaid leave of absence for personal or professional reasons not covered in this article. Approval of unpaid leave is subject to the Employer's business needs and should be handled in a manner that does not interfere with the normal operations of Real Change. The leave shall not typically exceed thirty (30) calendar days. An Employee's request for unpaid leave must be authorized in advance by the Executive Director. Employer will continue to provide the Employee with health insurance coverage during the period of authorized leave, subject to terms of the Employer's insurance policy. When an Employee returns from an unpaid leave, they shall return to the same job or a similar one with equal pay. The position may temporarily be filled by a temporary contract Employee. Unpaid leave is not to be used on a day-by-day basis to supplement vacation leave. Employees must use accrued vacation leave before taking unpaid leave. Holidays will not be paid during unpaid leave.

12.3 Voting – Employees will be encouraged to vote early if early voting is allowed in their state and to use absentee or mail-in ballots when possible. Employees will be allowed up to one (1) hour of paid leave compensated at their regular rate of pay to physically return their ballot at a ballot drop box or mailbox. If an Employee's ballot is challenged, lost, rejected or they must vote in person for any other reason, the Employer must allow up to two (2) hours of paid leave time before polls close, knowing this may be urgent, time sensitive and during GOTV.

12.4 Jury & Witness Duty – An Employee who is required to report for witness duty, or report to and/or serve on jury duty shall receive the difference between the Employee's straight time weekly basic pay and the amount received while on jury duty. Employees must provide their supervisor with a copy of jury duty summons as soon as practicable after receiving the summons.

12.5 Child Raising Leave – Parents of school aged children shall be provided paid leave of up to sixteen (16) hours during any twelve (12) month period to attend school conferences, classroom, or pre-school activities related to an Employee's child if the conferences, classroom, or pre-school activities cannot be rescheduled during non-work hours. If the Employee's child

receives childcare services or attends a pre-kindergarten program, provided the activity cannot be scheduled during non-work hours, an Employee may use personal or vacation time, if available, for additional parental leave. The Employee shall provide reasonable advance notices to their immediate supervisor when time off is needed, so as not to disrupt the operations of the organization.

12.6 Pet Emergency Leave – Pet owners shall be provided unpaid leave of up to eight (8) hours during twelve (12) month period for unforeseen pet emergencies.

12.7 Parental Leave - Employees are entitled to four (4) paid weeks of parental leave, for the birth, adoption, or other new arrival of a child, provided the Employee has been on staff at least six (6) months before beginning parental leave. This time off may be taken on an intermittent basis allowing the Employee to work on a less than full time schedule, subject to the needs of the Employer. This additional time off will not roll over or be paid out. Salary and time off benefit accruals will be adjusted for any less-than-full time schedule. Employees are entitled to have their benefits maintained, but they must continue to pay their portion, if any, of the costs of any benefits.

12.8 Washington Paid Family and Medical Leave Act - In addition to any benefits in this Article, Employees who have worked at least 820 hours in the qualifying period (equal to 16 hours a week for a year) may qualify for Washington Paid Family and Medical Leave Act. The Employee shall receive the difference between the Employee's straight time weekly basic pay and the amount received while on Washington Paid Family and Medical Leave.

12.9 Vacation Leave - All full time Employees and part time Employees who work more than twenty (20) hours shall be eligible for vacation time. Full time Employees shall earn 120 hours of paid vacation time a year for their first four years of employment. Upon their fifth year of employment, full time Employees will earn 160 hours of paid vacation a year. Beginning the 11th year of employment, full time Employees shall receive 200 hours paid vacation time per year. Part time employees who work more than 20 hours per week earn prorated vacation time. Temporary Employees do not earn vacation benefits.

Employees may be allowed to take up to 24 hours of unearned vacation, with the understanding that if the employee leaves the organization, voluntarily or involuntarily, any remaining unearned vacation will be deducted from the employee's final paycheck. Taking unearned vacation requires prior approval from the Operations Director.

12.10 Paid Sick Leave - If an employee is unable to perform their work duties due to personal or family illness, mental health need or preventative care, RC provides paid leave. Full-time employees earn 80 hours of paid sick leave per year. Part-time employees who work 20 or more hours earn pro-rated paid sick time. Unused sick time accrued at the end of a calendar year will be carried over to the following year, but may not exceed a cap of 800 hours of sick time at any

given time. Accrued but unused sick time will not be paid out when an employee leaves employment. Temporary and less than 20 hours a week employees are not eligible for paid sick leave, except as described in the Seattle Paid Sick Leave Section in the Employee Manual.

- a. Employees may borrow from the future sick leave hours. In cases where an employee leaves Real Change with a negative Paid Sick Leave balance, bargaining unit employees shall be given the opportunity to voluntarily donate their sick leave to help reduce the balance of the affected employee. The donating employee is responsible for alerting HR of any transfers of balances.

12.11 Sabbatical Leave

- a. The intent of the sabbatical is to provide an extended leave, not extra vacation days or weeks scattered throughout the year, and not to extend other types of leave.
- b. Eligibility:
Full-time and part-time (minimum 20 hours/week) employees in good standing who have worked at Real Change for five consecutive years are eligible to apply for a sabbatical. A sabbatical leave is for a maximum of 30 workdays in total. The initial 20 workdays shall be provided by RC. An employee may choose to use up to an additional 10 days of accrued vacation time to extend their sabbatical leave. Sabbatical leave shall not exceed the 30 workday maximum.. Employees are eligible to reapply for a second sabbatical after five additional consecutive years. However, employees may not combine sabbatical benefits. Sabbatical leave will be prorated for part-time employees and/or employees who worked both part time and full time at RC for five consecutive years.
- c. Employees' sabbatical shall be scheduled with the Employer at least three (3) months in advance to give both Employee and the Employer time to prepare for the extended leave.
- d. There will be no restrictions or requirements on how Employees spend their time during sabbatical.
- e. During the sabbatical period, all regular Employee benefits in effect at the commencement of the leave period shall be maintained, and the Employer's required portions shall be paid by the Employer to the extent permissible by the Employer's insurance carriers.

12.12 While on leave, Employees will be blacked out, meaning Employees will not be on-call, expected to work, or expect communication.

Article 13 - Professional Development

13.1 All Employees have a professional development budget that is determined each year as part of the budgeting process to total no less than \$300 per Full Time permanent Employee. This may be applied to educational opportunities that are directly related to the Employee's responsibilities as agreed upon by the Employee and their supervisor. RC will cover a reasonable amount of paid work time, at the supervisor's discretion, for the required professional development activities. The annual amount budgeted for professional development is prorated for permanent Part Time Employees, based on the number of hours they are normally scheduled to work per week.

13.2 Real Change may, in its discretion, require that Employees attend trainings it deems necessary for the employee's development in their position. The cost of these trainings will be considered part of the Employee's professional development budget. Required staff or program-wide trainings, or regularly scheduled annual trainings, will not be considered part of the Employee's professional development budget. The hours spent at required trainings will constitute hours worked.

Article 14 - Consultants & Temporary Employees

14.1 The Employer shall not use consultants, contractors or temporary Employees to perform work normally performed within the Union bargaining unit without prior written agreement from IBEW Local 89.

14.2 Temporary Employees – An Employee may be hired temporarily for extra work for a period not exceeding one (1) year, or, to fill a full-time position of a regular Employee who is on vacation or leave of absence. The Union shall be notified of such employment. Temporary Employees are eligible to receive a health benefits stipend (see Article 23 Health & Welfare). Temporary Employees are not eligible for holiday or vacation benefits.

14.3 The Employer shall not replace permanent full-time or part-time Union bargaining unit Employees with temporary staff or contract workers without prior written agreement from IBEW Local 89. If a temporary position involves work normally performed within the Union bargaining unit, it shall be included in the bargaining unit.

14.4 Upon request, the Employer will provide the Union with a description of the work being done by a consultant and, if the consultant is working by the hour, the number of hours worked and the pay rate.

14.5 The Employer may hire Consultants or temporary Employees to enhance the work of bargaining unit Employees by mutual agreement between the Employer and the Union. This

does not preclude the Employer from appropriately compensating any entity or individual.

Article 15 - Unpaid Volunteers

15.1 The Employer recognizes that historically the labor of campaign and nonprofit workers has been exploited and undervalued.

15.2 The Employer recognizes that unpaid volunteers are necessary to the success of projects and campaigns.

15.3 Unpaid volunteers shall not replace permanent full-time or part-time Union bargaining unit Employees.

15.4 The Employer may bring on Unpaid Volunteers to enhance bargaining unit work.

15.5 Unpaid Volunteers may assist with duties and responsibilities for vacant bargaining unit positions only during the active recruitment and hiring process for said position lasting no longer than 14 calendar days. Said time may be extended upon mutual agreement by the Employer and the Union.

15.6 Unpaid Volunteers may assist bargaining unit Employees but may not replace bargaining unit Employees or provide unpaid labor for Director or Supervisory-level duties, tasks or assignments, with the exception of the volunteer Board of Directors.

15.7 In an effort to ensure unpaid volunteer labor is not exploited and define the difference between volunteers and bargaining unit Employees, the Employer will make a reasonable effort to define an appropriate schedule and/or maximum number of hours per week for volunteer positions.

15.8 As the parties' intention is for the Union to represent a wall-to-wall unit, the parties will bargain over the wages of any job classifications not specified in this agreement in which a volunteer has been deemed to be providing labor outside of the scope of unpaid volunteers. Upon permanent full-time or part-time date of hire, continuous time served as an improperly classified unpaid Volunteer shall be credited for purposes of seniority and determining owed back pay.

15.9 Employer and/or Employee must ensure volunteers are aware of the limitations of hours and services they may provide unpaid, that in-kind services be reported properly and that volunteers be provided contact information for IBEW Local 89 when requested.

Article 16 - Progressive Discipline

16.1 It shall be the right of the Employer to discipline or discharge any Employee for just cause, and to make and publish policies and rules consistent with the terms of this Agreement. The parties agree that included within the concept of just cause is the principle that disciplinary action will be corrective and progressive in nature and the Employees will be apprised of the conduct requirements, and of the consequences of violating them. Management will give the Employee formal advance warning of poor performance and an opportunity to improve prior to suspension, demotion, or discharge for

disciplinary reasons where appropriate through the channels outlined below.

16.2 Prior to dismissal, a predetermination meeting will be scheduled to give the Employee an opportunity to present their case before the final decision is made. The Employee has the right to have a Union representative present at the predetermination meeting.

16.3 Coaching an Employee is not disciplinary, is not subject to the just cause provision, and will not be used for purposes of progressive discipline. Coaching refers to directing an Employee's work performance to alleviate performance issues.

16.4 Progressive Discipline – Discipline will be progressive, this section is applicable only to performance issues which are susceptible to improvement, given notice and opportunity to correct problem areas. Examples of such problem areas include, but are not limited to, substandard productivity or quality of work; unexcused tardiness or absences; working overtime or flex time without authorization from the immediate supervisor; insubordination. In these circumstances the Employer will follow the corrective action procedure described below.

a. Step 1: Informal Counseling – An informal discussion between the Employee and immediate supervisor. The supervisor will follow up on the discussion in writing, which may be included as documentation should the disciplinary process progress.

b. Step 2: Formal Counseling – The Employer and Employee will create a written action plan to identify specific problem areas, performance objectives, suggestions for remedying, and a timeframe for improvement. The Employee has the right to have a Union representative present for any meeting to develop or review the Action Plan.

c. Step 3: Final Counseling – A final counseling meeting will be held to review and discuss the Employee's progress on the Action Plan, including discussion and revision where appropriate. The Employee has the right to have a Union representative present for this meeting.

d. Step 4: Termination – Failure to meet the objectives of the Action Plan, or continuing performance concerns by the established time frame may result in termination.

16.5 The parties recognize that for some serious offenses, progressive corrective action is inappropriate and that final warning, suspension without pay, or discharge from employment may be warranted. Management may skip steps of progressive discipline, including up to immediate termination situations such as, but not limited to, the following.

a. Criminal misconduct or intent to commit criminal misconduct;

b. Conduct threatening safety of Vendors, staff, volunteers, or other community members.

16.6 Copies of formal action plans or notices of disciplinary action shall be sent to IBEW Local 89 at the time of issuance and placed in the Employee's personnel file. All notices and warnings shall become null and void one (1) year from the date of issue unless the Employee has received another notice, warning, or discipline of a similar offense within the one (1) year, in which case, the one (1) year will begin anew.

16.7 Any Employee receiving a discipline or dismissal (other than for cases involving claims in Section 16.5) will be afforded an opportunity to meet their supervisor, and their representative, prior to the action proposed. The Employee will be entitled to have a Union representative, steward, and/or other member of the bargaining unit present. At that meeting the supervisor or their designee will give the Employee an explanation of the employer's evidence against the Employee (if that has not already been provided) and offer the Employee an opportunity to respond.

16.8 No Employee shall be held responsible for loss or shortage of funds and Employer property unless clear proof of negligence or proof of dishonesty can be established.

16.9 Nothing in this Agreement shall limit an Employee's right to have a Union Steward and/or Union Representative present.

Article 17 - Expenses

17.1 Mileage

a. Employees will be reimbursed at a rate equal to the Federal IRS rate for work-related travel, not including commute or breaks. Bridge tolls, road tolls, ferry ticket fees, and parking fees for work required transportation which has been pre-approved by supervisors shall also be reimbursed with receipt.

b. Taxis/Ride Shares – When Employees need to utilize taxis/ride shares in the course of business or business travel, they will request approval from their supervisor with appropriate notice, and be reimbursed the cost of the fare plus a reasonable tip with receipt.

c. Ownership of Frequent Traveler Miles and Hotel Rewards – Frequent flier miles and other bonuses accrued during travel are the property of the traveling Employee when possible, and if the Employee uses their personal cards/information to reserve these services.

17.2 Per Diem

a. Per Diem will be paid when on assignments away from an Employee's workplace, or when an assignment otherwise requires overnight lodging, campouts, etc. Per Diem is meant to cover meals, tips and other incidental travel expenses not otherwise reimbursable. Receipts are not required to account for Per Diem.

b. In cases when it is a financial hardship for an Employee to pay up front expenses which Per Diem covers, Employees may request a cash advance for the days they are scheduled to receive Per Diem with a minimum of a one week notice, when practicable, to their supervisor.

c. The Per Diem rate shall be fifty-five dollars (\$55.00) per day plus an additional \$15.00/hour for homecare expenses incurred if needed. All incurred expenses over this daily rate are not eligible for reimbursement.

17.3 Public Transportation Stipend – All permanent Employees will receive a monthly Orca card through the Business Passport Program at no cost to the employee.

17.4 Expenses

- a. Employees must submit receipts for reimbursement within the same pay period that the expense was incurred, when practicable.
- b. Employees must be reimbursed for all relevant expenses incurred during work hours within the next pay period of submission of receipts.
- c. All expenses must be approved in advance by an Employee’s supervisor and documented.
- d. Employees will not be expected to pay up-front costs totaling more than fifty dollars (\$50.00). Staff are responsible for submitting expense requests at least one week ahead of time, when practicable.

Article 18 - Classifications & Minimum Rates of Pay

18.1 Wage Schedule

	All		Editorial			Advocacy	Volunteer	Dev/ Comms	Vendor Program		Operations
	Intern/ Work Study	Circulation Specialist*	Associate Editor	Arts Editor	Staff Reporter	Policy and Campaigns Associate	Volunteer Manager	Dev/ Comms Associate	Field Organizer	Vendor Program Associate	Office Manager
Step 1	\$20.00	\$20.00	\$25.00	\$26.00	\$24.00	\$22.00	\$25.50	\$22.50	\$22.00	\$22.00	\$22.50
Step 2		\$20.25	\$25.25	\$26.25	\$24.25	\$22.25	\$25.75	\$22.75	\$22.25	\$22.25	\$22.75
Step 3		\$20.50	\$25.50	\$26.50	\$24.50	\$22.50	\$26.00	\$23.00	\$22.50	\$22.50	\$23.00
Step 4			\$25.75	\$26.75	\$24.75	\$22.75	\$26.25	\$23.25	\$22.75	\$22.75	\$23.25
Step 5			\$26.00	\$27.00	\$25.00	\$23.00	\$26.50	\$23.50	\$23.00	\$23.00	\$23.50
Step 6			\$26.25	\$27.25	\$25.25	\$23.25	\$26.75	\$23.75	\$23.25	\$23.25	\$23.75

*In the event that the Circulation Specialist position is ever filled by someone other than Dr. Wes Browning, the Union and the Employer shall meet to bargain over the position’s new placement in the wage scale.

- a. Effective upon ratification of this Agreement, Employees shall advance to the appropriate step within the scale for the Employee’s job title based on length of service with the employer.
- b. Employees advance to Step 2 after one (1) year of employment.
- c. Employees shall advance to the next step within the scale for the Employee’s job title on the Employee’s anniversary date of hire or, if applicable, date of promotion.
- d. If an Employee is promoted to a higher position, their new salary will begin in the appropriate Start row of their new position.

e. If an Employee remains in the classification of intern, fellow, or work study for longer than one (1) year, the Employee shall have a meeting with the Employer and Union in order to discuss the timeline of that position.

f. All base salaries for all classifications will increase as outlined in the wage chart above. An additional 1% general wage increase (GWI) will be added to the base wages upon ratification of this contract.

g. Wages in this agreement are effective at the signing of the agreement.

h. The Employer and Union shall meet in January 2025 to determine any GWI to go into effect beginning the upcoming fiscal year.

18.2 Before the Employer hires for a new classification within the Bargaining Unit, they will negotiate the wage for that new job position with the Union. If the parties cannot reach an agreement on the wage either the Union or the Employer can proceed to interest arbitration using the procedures described in the Grievance Procedure with the understanding the arbitrator is empowered to set the wage that will be included in the contract.

18.3 Retirement Savings Plans and Providers - The Employer agrees to maintain a substantially similar or improved retirement savings plan, during the terms of this contract. In the event the employer intends to change retirement savings plans or providers, it shall notify the union of its intent as early as possible prior to the intended implementation date. The Union shall have an opportunity to review the proposed plan(s) and make alternative suggestions. If a new plan is adopted, Real Change shall provide a new plan orientation session for all Employees, to be held during regular business hours and paid at Employees regular rate.

Article 19 - Programming or Budgetary Changes

19.1 Loss of Position – In cases where positions are abolished because of programming or budget changes, all possible considerations will be given to transferring Employees to comparable jobs within the organization. Employees to be displaced will be given the opportunity to apply for the new positions, prior to being laid off.

19.2 New Position – In the event changes in laws, budget, or programming create new jobs, experience as a Real Change employee will be a consideration in the hiring process.

19.3 Training Provided – In the event programs are necessary for Employees to qualify for jobs created as a result of regulation changes, The Employer agrees to offer training where practical.

19.4 Training Compensation – The Employer shall pay its Employees for time spent in all training sessions required by The Employer after an Employee is hired. All fees and costs associated with the Employer-required training shall be paid for by the Employer.

19.5 In the annual budgeting process, Real Change shall make a good faith effort to seek feedback and incorporate bargaining unit member's input.

Article 20 - Gender Neutrality

20.1 The Employer will issue a rule:

- a. Notifying all Employees that Employees may use the restrooms and changing rooms in which they are most comfortable.
- b. Requiring everyone at the workplace or engaged in the Employer's business to speak or refer to Employees by the names they choose and the pronouns they use.
- c. The Employer will change all possible records so that records use the names Employees prefer and the pronouns they identify with unless the Employee requests the Employer to refrain from changing its records. The Employer will also update any photographs, including identification badges, unless the Employee requests otherwise. It is the Employee's responsibility to notify the Employer of any changes in their name or pronouns.
- d. The Employer respects the rights of all Employees to make their pronouns known and to have their pronouns be honored. The Employer also respects the rights of those Employees who do not wish to state their pronouns during meetings or other work events. Supervisors and Employees will carefully consider when it makes sense to have pronouns be a part of introductions at meetings as a way to live the Employer's values and balance the personal preferences of all Employees.
- e. The Employer will use gender neutral language in all Employer-produced onboarding materials and policy manuals.

Article 21 - Grievance Procedure

21.1 Any party, including the Union or the Employer, covered by this Agreement may file a grievance utilizing this procedure. Grievances arising over the termination or suspension of an Employee shall be referred directly to Step 2. The grievance will be progressed in the following manner:

- a. Step 1: All disputes, controversies, or differences of opinion as to the interpretation and application of the terms of this Agreement shall first be taken up by the grieving party on an informal basis to attempt to resolve the matter. This meeting may be conducted in person, phone, or video call and may include a shop steward or union representative. The responding party will provide an answer in writing to the grievance procedure within fourteen (14) calendar days after the conclusion of the conversation.
- b. If the matter is not satisfactorily resolved, the grieving party shall file a written grievance within seventeen (17) calendar days of occurrence which give rise to the grievance or within seventeen (17) calendar days of the date that the grievant, through the use of reasonable diligence, should have had knowledge of such occurrence.

c. Step 2: Within fourteen (14) calendar days of the filing of the grievance a Step 2 meeting shall be held between the grievant, management, a Union representative, and any other persons whose attendance the parties mutually agree upon in advance. The responding party shall respond in writing within fourteen (14) calendar days of the meeting. Should the meeting need mediation, the Union and Employer will find a mutually acceptable mediation service to use.

d. Step 3: If a grievance is not resolved at Step 2 of the grievance procedure, the grieving party shall have thirty (30) calendar days after receipt of the Step 2 response to notify the responding party, in writing, that the grieving party intends to arbitrate the grievance.

21.2 Arbitration. The parties will jointly request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). The parties shall then promptly select an arbitrator pursuant to the Labor Arbitrator rules of the FMCS. In the event that a mutually acceptable arbitrator cannot be agreed upon within thirty-one (31) calendar days, the arbitrator shall be elected through the voluntary arbitration procedures of either the FMCS or the American Arbitration Association. The arbitrator shall not alter, amend, add to or subtract from the provisions of this Agreement. The decision of the arbitrator will be final and binding on the parties. The fees and expenses of arbitration shall be borne equally by both parties. Pending adjustment of any dispute, there shall be no cessation of work by the Employees.

21.3 Upon mutual agreement of both parties, any grievance may be referred to mediation. Mediations shall remain private unless the parties agree otherwise.

21.4 Grievances not presented within the time limits set forth in paragraphs 23.1 shall be forfeited. Any time limits in this Article may be waived or extended by mutual written agreement between the parties.

21.5 If the responding party does not respond to a grievance within the time limit outlined in this article, the grievance will be resolved in favor of the grieving party.

Article 22- Health & Welfare

22.1 Benefits - All permanent full time bargaining unit Employees working 30 hours or more per week shall be eligible to receive health, dental and vision benefits enumerated herein unless otherwise specified in this article.

22.2 Temporary Employees working over 30 hours per week are eligible to receive a \$200 monthly stipend to put towards health, dental, and vision benefits.

22.2 Employees will receive an annual summary of benefits.

22.3 Eligibility - Health, dental, and vision insurance for Employees who qualify will commence the first day of the month following the first day of employment, except in cases in which the Employee has provided written intention to opt out of any of the employer

provided benefits.

22.4 Maintenance of Benefits and Change in Plans - The Employer agrees to maintain a substantially similar or improved medical plan, including dental and vision, during the terms of this contract. In the event the employer intends to change insurance plans or providers, it shall notify the union of its intent as early as possible prior to the intended implementation date. The Union shall have an opportunity to review the proposed plan(s) and make alternative suggestions. Notwithstanding the above, during the life of this contract, no health insurance plan may be adopted which does not provide coverage for mental health care and transgender and gender affirming healthcare. If a new plan is adopted, Real Change shall provide a new plan orientation session for all Employees, to be held during regular business hours and paid at Employees regular rate.

Article 23 - Holidays

23.1 Regular Employees will have the following paid holidays:

- New Year's Day
- Martin Luther King Jr. Day
- Memorial Day
- Juneteenth
- Independence Day
- Indigenous Peoples' Day
- Labor Day
- Thanksgiving Day
- Native American Heritage Day
- Christmas Day
- New Year's Eve

23.2 Holidays that fall on a weekend will be observed on the day observed by the State of Washington. For any holiday not observed by the State of Washington, when a recognized holiday falls on Saturday, the preceding Friday shall be considered a holiday. When a recognized holiday falls on Sunday, the following Monday shall be considered a holiday.

23.3 Regular Employees are allotted 3 floater holiday days (total of 24 hours for full time Employees) that can be used each calendar year at their discretion. Employees may elect to designate 1 floater holiday as their birthday and such holiday shall receive priority for approval. Floater holiday pay is prorated for Employees working less than 40 hours per week, based on the number of hours they are normally scheduled to work per week. Floater holiday days must be scheduled and approved in writing with a minimum of 7 working days' notice to an Employee's supervisor. Approval of floater holiday day requests is subject to staffing and coverage considerations. Any floater holiday hours not used during the calendar year in which they are allotted will not be carried forward and will be forfeited. Floater Holiday hours are not paid out at termination and may not be used during the last fourteen (14) calendar days of employment or once notice of termination has been given, if less than fourteen (14) calendar

days.

23.4 The Employee may exchange any of the above holidays for a different religious or cultural holiday with two (2) weeks' notice to their supervisor. These adjustments will be made in lieu of the above holiday, and must be scheduled and approved in writing.

23.5 Employees will not be expected to work the above holidays. The Employer will offer the Employee a compensatory day to be used within the same pay period as the holiday in exchange for working any of the above dates, but the Employee cannot be required to accept.

23.6 Employees who are observing religious or cultural holidays will be given reasonable accommodations during work hours.

23.7 If two holidays fall on the same day, Employees will be granted an additional personal holiday. The personal holidays will be scheduled at least (14) calendar days in advance with approval of the appropriate supervisor. Holidays paid for but not worked shall be recognized as time worked for the purpose of determining overtime.

Article 24 - Compensation

24.1 No current or newly-hired bargaining unit Employee may be compensated at a wage that is less than the step one on the wage chart in Article 19 of this contract.

24.2 The highest paid full time Employee of the Employer shall not receive a salary exceeding two and a half (2 1/2) times the lowest salary of a bargaining unit full time Employee.

24.3 The parties agree that no bargaining unit employee will be required by their supervisor or other management to regularly perform duties that are supervisory or confidential, as defined by the National Labor Relations Act.

24.4 Pay Transparency – The Employer shall provide the Union upon ratification and upon request with a list of salaries of all Employees including those not included in the bargaining unit.

24.5 No Employee will be disciplined, discharged, or discriminated against for initiating a pay equity review.

24.6 No Employee shall suffer a reduction of hourly wage rates, salary, decrease of hours, or reduced vacation time solely by the signing of this Agreement. Wage reductions cannot occur due to grievance retaliation and will not go below the state/city minimum wage.

Article 25 - Working Conditions

25.1 No Employee shall be discharged, disciplined, or retaliated against for reporting or raising concerns about management conduct.

25.2 Employees will receive an onboarding orientation within three (3) working days of hiring of a minimum of one (1) hour.

25.3 Each Employee is entitled to a weekly one on one meeting upon Employee's request of no fewer than thirty (30) minutes with their supervisor to discuss feedback and work plans, contingent on availability of both parties and will not be required during a week with holiday, sick, vacation, or other outage planned or otherwise

25.4 Notice for Out-of-Town Travel - Employees will be given a minimum of seventy-two (72) hours' notice for any out of (town/district) travel. If given less than seventy-two (72) hours' notice, an Employee may only be required to travel out of (town/district) with the consent of the Employee and the Shop Steward. No Employee will be disciplined, discharged, or discriminated against for refusing an out-of-(town/district) assignment when given less than seventy-two (72) hours' notice.

25.5 If the Employee will be regularly engaged in tasks requiring safety and protective equipment or additional training, the Employer will furnish, at its expense, all safety and protective equipment required for the protection of the Employee and/or pay all expenses for any required additional training.

25.6 No Employee will be disciplined, discharged, or discriminated against for raising safety/health concerns.

25.7 All Employees shall receive equal and adequate training for any new programs, equipment, etc., brought into the office if they are expected, as part of their job duties, to use them.

Article 26 - Offices & Worksites

26.1 Representatives of the Union shall have access to the Employer's offices and other public locations where work is being performed for the purpose of determining that the terms of this Agreement are being complied with including but not limited to meeting with management to process grievances, inspecting work schedules, investigating the standing of Employees and inspecting pay records.

26.2 Personal Services – No Employee shall be required to perform services of a personal nature.

26.3 All offices must meet the following minimum standards:

- i. Adequate amount of appropriate chairs and desks/tables for the number of Employees and volunteers assigned;
- ii. Adequate amount of office supplies, hand sanitizer, cleaning supplies and paper products such as toilet paper and paper towels for the number of Employees and volunteers assigned;
- iii. First aid kit;
- iv. Garbage and Recycling;
- v. Adequate bathroom facilities including at least one gender neutral bathroom;
- vi. Accessible exits;

- vii. Adequate safety and security measures and lighting;
- viii. Functional utilities and internet access;
- ix. Refrigerator, microwave and clean drinking water;
- x. The Employer agrees to provide sufficient space on the office bulletin board or other forms of communications used by the Employer for the posting of Union activities, contact information and Weingarten rights.

26.4 Intermittent internet outages will not be considered a violation of minimum standards.

26.5 If an Employee has a reasonable belief that they are unsafe they may leave in-person work activities and/or close the office if necessary. The Employee shall contact their supervisor as soon as practicable and may only be required to return to-in person work with the written consent of the Union.

26.6 No one will be disciplined, discharged, or discriminated against for raising their concerns about in-person work and/or office conditions/standards.

Article 27 - Notice of Termination or Layoff

27.1 Layoffs: In the event of a substantial or organization-wide layoff the Employer agrees to meet with the Union at least thirty (30) calendar days prior when possible to discuss the reason for the layoff and the impact this layoff would have on members of the bargaining unit and to discuss any alternative options, such as a reduction in salaries or hours. In the event of a layoff which affects a small number of Employees, the Employer agrees to meet with the Union thirty (30) calendar days prior to discuss the layoff whenever possible. This time may run concurrent with the layoff notice to the Employee, below.

27.2 Notice– Any Employee to be laid off shall be given notice in writing six (6) weeks in advance of the effective date of layoff, when possible. A copy of the layoff notice shall be given to the Union. Should the Employer layoff of the entire staff due to the loss of the entirety of its funding, Employees shall be given notice within a week of the Employer leadership becoming aware of the loss of funding.

27.3 Regular Employees who have been laid off will receive one (1) month's pay and one (1) month payment of COBRA.

27.4 The Employer will make a good faith effort to provide positive references for each affected Employee and shall provide a letter of reference to laid off Employees, when requested, indicating that the Employee was laid off.

27.5 Layoff Procedure: Should the Employer have to reduce the number of Employees in a job classification, the Employer will follow the following guidelines:

- a. All temporary Employees in the same job position will be laid off prior to any permanent Employees.

- b. Any permanent Employee(s) who volunteer(s) to be laid off shall be laid off before any permanent Employee(s) who do(es) not agree to be laid off, and that approval will be based upon the remaining Employees being able and qualified.
- c. Employment tenure shall be a principal consideration when determining which Employee shall be laid off.
- d. Employees laid off (but not terminated) shall be placed on a preferential list for one (1) year and may apply for vacancies or new job openings. Employees on the preferential list shall be entitled to priority rehire, provided the Employee is qualified to perform the job assignment with a minimum amount of orientation as determined by the Employer.

Article 28 - Hiring Procedures

28.1 Statement of Mutual Understanding – The Employer and Union recognize that in the United States, legacies of oppression and genocide are perpetuated through, among other things, hiring practices. Due to this, white people, cis-gender men, straight people, and wealthy people are given access and preferentially hired into well paying, high esteemed jobs over people of color, women, trans people, queer people, disabled people, displaced people, immigrants, poor and working-class people.

28.2 The Employer will encourage and recruit a diverse applicant pool for open positions with regard to race, ethnicity, sex, gender, religion, age, ability, size, sexual orientation, marital status, familial status, economic status, class background, language, and nation of origin.

28.3 The employer will make a good faith effort to retain all current Employees through at least the end of the Term of this Agreement.

28.4 Employer will create a hiring committee that includes at least one other current member of staff.

28.5 Employer will provide a full job description with roles and responsibilities and salary to applicants.

28.6 There will be a minimum of two interviewers for each interview.

28.7 Job announcements will match the job classification and salary in the collective bargaining agreement.

28.8 Hiring Procedures – In the case of any full, part time, or temporary positions or vacancies covered by this agreement:

- a. Employer creates a draft job posting for the position. Employer will share the draft job posting with the Union and give two (2) business days for feedback.
- b. Job descriptions will also be sent to IBEW Local 89 for their own posting.
- c. The job description must include salary or hourly pay distinction, pay rate, full or part time, a detailed list of responsibilities and expectations, and whether the job is an IBEW Local 89 bargaining unit position.

- d. Only after satisfying the above shall the Employer advertise the position and seek applicants.
- e. For the purposes of this article, a change in the status of a position from temporary to permanent, or a part-time position transitioning to a full-time position with the same title and job description will not be required to go through the formal interview process.
- f. All persons extended an offer to hire into The Employer's bargaining unit positions shall be provided with an electronic or paper copy of the Collective Bargaining Agreement at the time the offer is extended.
- g. The Union shall be notified of all new hires within five (5) business days of hiring.

Article 29 - Security & Law Enforcement

29.1 The Employer will make every effort reasonable to protect Black, Indigenous, and People of Color (BIPOC), trans, queer, femme, disabled, those impacted by the carceral system, immigrant, and Employees of other oppressed identities, and recognizes these Employees are statistically of greater risk of harassment and police violence due to their identities.

29.2 The Employer will make every effort reasonable to not call the police in non-violent situations in order to best protect Employees, volunteers, vendors and community members.

29.3 Absence from Work Due to Law Enforcement Action – The Employer will not discipline, discharge or otherwise retaliate against any Employee who is absent from work for less than four (4) workdays due to arrest, detention or incarceration by law enforcement due to exercising their constitutional right to protest, picket, canvass, resulting in the Employee getting detained, pulled over, or harassed by law enforcement. The Employee is responsible for making a reasonable effort to communicate their absence from work to the Employer as soon as possible. If the Employee is attending a protest, picket, canvass, or other event with a plan or intention or high possibility of arrest, the employee will communicate this to their supervisor ahead of time, within reason, and create a plan for the possibility of a sustained outage when possible.

29.4 When an Employee is arrested while on the job, for Employer-approved rallies and protests while acting within their assigned duties, they will receive the follow pay/comp time:

- a. For unplanned arrests, Employees shall be paid their regular pay rate up to five (5) workdays for the detention period and shall be paid for up to two (2) days for required court appearance related to the arrest.
- b. The Employer's staff, and board members will make reasonable efforts to get Employees out of jail as soon as possible.

29.5 Legal Expenses - The Employer will provide legal counsel for Employees if they are required to appear in court for actions resulting from the performance of duties assigned by Real Change and will further pay on their behalf any bail, fines, judgments or penalties imposed upon them as a result of

their performance of their work duties. Driving and parking infractions are included in this provision if the protest or action required noncompliance with traffic and parking rules.

29.6 If an Employee has a reasonable belief that they are unsafe in any work related situation, they may leave in-person work activities if necessary. The Employee shall contact their supervisor as soon as practicable and may only be required to in-person work return with the written consent of the Union.

29.7 Nothing in this contract should constitute Real Change encouraging or supporting unlawful activity by our employees.

Article 30 - Climate and Weather Impacts

30.1 Employee recognizes that due to the nature of the work of Real Change, the Employer may request in-person or field related work during climate and weather related emergencies in order to serve the community and beneficiaries of Real Change. In all climate and weather related emergencies, the Employer shall prioritize a safe and open workplace to serve our vulnerable community whenever possible. Whenever the climate and weather related emergencies outlined in Section 32 are met, the decision to perform outdoor work in person shall be at the Employee's discretion, and the Employee will be responsible for communicating their decision to their supervisor and team. The Employer may not discipline or retaliate against the Employee for not working outdoors in person during climate and weather emergencies.

30.2 Employees may work with their supervisor to coordinate work from home or may use their paid time off to recover from climate and weather related emergencies.

30.3 Climate and weather emergencies are defined as:

- a. Air Quality Index (AQI) measures at or above 101, with exception to those with health conditions or sensitivities who may need accommodation below AQI 101.
- b. Outdoor temperature measures above 92°F or below 0°F with windchill
- c. Active lightning when the worksite is outdoors
- d. Winds above 50mph
- e. More than four (4) inches of snow accumulated in one (1) day
- f. When an Employee's dependent's school or place of care has been closed for weather-related conditions or
- g. When the School District in which the Employee is required to work is unavailable for weather-related conditions
- h. When the employee's transportation is suspended or altered due to weather-related conditions

30.4 When the Air Quality Index (AQI) measures above 101 and the Employee continues to work outside, Employer must provide KN95 or N95 masks, otherwise the Employee will be required to

work indoors. Employer-provided masks include masks available at the office in an accessible location. It is the Employee's responsibility to take a mask or communicate any additional PPE needs, as necessary.

30.5 In addition to measures listed in Article 32, the Employer must observe all relevant State laws pertaining to protecting workers against wildfire smoke and heat dangers.

30.6 Before Employees are exposed to temperatures above 75°F, the Employer must provide or reimburse ample water and sun-protective gear for all Employees working outdoors at the Employee's request.

Article 31 - Anti-Discrimination & Sexual Harassment

31.1 The Employer will provide a working environment free from all forms of unlawful harassment. In addition to this article, the Employer's existing policy is detailed in the Employee Manual, Section 1.02 Equal Employment Opportunity and Non-Discrimination. 33.2 The Employer, its Employees, contractors, vendors, volunteers and supporters should ensure their own safety and promote a safe environment for others by:

- i. Respecting others' personal space and making physical contact with others only after receiving their consent.
- ii. Recognizing that a person under the influence cannot provide reasonable consent.
- iii. Understanding that physical contact (sexual or otherwise) is not appropriate without clearly articulated consent. Consent can be instantly revoked and prior consent, intoxicated comments and / or actions do not equal consent.
- iv. Respecting others' property, and property of the organization to which the member belongs.
- v. Immediately ceasing any behavior that is reasonably perceived as harassing, abusive, or violent, and respecting others' feelings for what behavior qualifies as such.
- vi. As leaders in their communities, members are expected to make themselves aware of and reasonably anticipate the sensitivities of others.
- vii. Administrators and contributors to online spaces, such as webpages and Facebook groups, should respect the reasonably assumed communal nature of such spaces.
- viii. Shall not provide alcohol to any person underage and / or consuming alcohol while underage.

31.2 An Employee who is subjected to, witnesses, or suspects any harassment including but not limited to the subjects above shall immediately report the matter directly to an Employer Representative. Alternatively, the Employee may report the matter to any shop steward or

Union representative, who in turn shall immediately report the matter to an Employer Representative so that the Employer can discharge its legal obligation to timely investigate.

Article 32 - Picket Line Observance, Strikes & Lockouts

32.1 The Employer recognizes the rights of unionized Employees to strike in labor disputes, and as such, will honor all legal picket lines and will not force any IBEW Local 89 member covered under this agreement to cross another labor union's picket line.

32.2 The Employer believes that employer-instituted lockouts of Employees impinge on Employees' exercise of rights guaranteed by federal law. Accordingly, the Employer hereby commits not to lock out its Employees for any reason or under any circumstance for the duration of this Agreement.

32.3 The Union recognizes the important and time-sensitive work performed by the Employer and both parties express their mutual desire and intent to resolve any labor disputes amicably and through mutual discussion as a first strategy.

Article 33 - Affirmative Action

33.1 The Employer and the Union jointly recognize the desirability of increasing employment opportunities for historically excluded groups as staff members. Both parties see Affirmative Action as an ongoing process and will pursue a program of recruitment, retention, and training with emphasis on career advancement.

Article 34 - Editorial Clause

34.1 Outside Work - Employees shall be free to engage in outside writing, photography, broadcasting or other journalistic work outside working hours so long as that work does not jeopardize existing Real Change relationships or otherwise impact the employee's ability to effectively complete journalism projects for Real Change.

34.2 Bylines - An Employee's byline or credit line shall not be used over their protest.

34.3 Editorial Process - All input on the editorial process or feedback on published work must be directed to the Editor to then be communicated to newsroom staff.

Article 35 - Immigrant Workers

35.1 Absence from Work Due to Law Enforcement

- a. The Employer will not discipline, discharge or otherwise act against any Employee who is absent from work due to arrest, detention or incarceration by law enforcement pursuant to the Employee's citizenship status or Visa status, and those days will not count against the Employee's time and attendance record.

35.2 General Principles

- a. The Union and the Employer have a mutual interest in avoiding the termination of Employees. Accordingly, to the extent not addressed by this Agreement, the Union and the Employer will negotiate over issues related to compliance with the Immigration Reform and Control Act and any other current or future legislation, government rules or policies related to immigrants, with a goal to support the Employee.

35.3 Protection of Rights During Workplace Immigration Enforcement

- a. The Employer will promptly notify the Shop Steward and Union if the Employer is contacted by the Department of Homeland Security (DHS) or Immigration and Customs Enforcement (ICE), a branch of DHS, for any purpose or if a search and/or arrest warrant, administrative subpoena or other request for documents is presented in order that the Union can take steps to protect the rights of its members. Further, the Employer will work to protect the freedom and privacy of the Employee.

35.4 Translation/Limited-English Proficient Workers

- a. While English is the language of the workplace, the Employer recognizes the right of Employees to use the language of their choice among themselves. The Employer shall work with the Union to recommend English as a Second Language (ESL) and literacy classes to Employees, either directly or in partnership with not-for-profit ESL providers.
- b. The Employer agrees that any Employee who is disciplined or discharged must be provided with notice in any language in which they are proficient, and any meetings that may lead to or concern discipline or discharge must be conducted in any language in which the Employee is proficient.
- c. In the event that translation is needed or requested by the Employee for interpretation of this agreement, the parties agree that a mutually agreeable translator will translate the parties' collective bargaining agreement into the principal languages its Employees read, such translation to be arranged by the Union. The English version of the bargaining agreement shall govern should there be any discrepancies with the translated versions.

35.5 Nondiscrimination

- a. The Employer shall not discipline, discharge or in any other form discriminate against any Employee because of their national origin or immigration status, or because immigration hearings and/or deportation hearings are initiated or are pending. An Employee subject to immigration or deportation proceedings shall retain employment so long as the Employee is authorized to work in the United States. No Employee covered by this Agreement shall suffer any loss of seniority, compensation or benefits due to any changes in the Employee's name or SSN, provided that the new SSN is valid and the Employee is authorized to work in the United States.

Article 36 - Agreement

36.1 This Agreement is entered into this 28th of April, 2023, between the Real Change Homelessness Empowerment Project (hereafter the "Employer" or "Real Change", and the International Brotherhood of Electrical Workers, Local Union No. 89, (hereafter the "Union").

36.2 The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the Employer and the Union. The parties to this contract agree that it shall have force and effect as between them as herein named and described and that this contract, for any part of its term, shall be binding on the parties.

36.3 This Agreement represents a complete and final understanding between the Employer and the Union, and it shall be effective as of April 28, 2023, and remain in full force and effect through 11:59 p.m. April 27, 2026, and thereafter from year to year unless at least sixty (60) days prior to said expiration date, or any anniversary date thereafter, either party gives written notice to the other of its desire to terminate or modify any or all of its provisions.

36.4 Notices permitted or required to be served by one party upon the other party under the provisions of this Agreement shall be sufficiently served for all purposes herein, when mailed by certified mail, postage paid to the IBEW Local 89, PO Box 2349, Mount Vernon, WA 98273, for service upon the Union; and to Real Change, 219 1st Ave. S, Ste. 220, Seattle, WA 98104, for service upon the Employer, and the date of the receipt of such notices shall be the controlling date for the purposes hereunder. As an alternative, either party may send relevant documents via email with return receipt requested. Each party shall promptly inform the other party of any change in the addresses set forth in the Section.

36.5 It shall further be provided that this Agreement shall be subject to such changes and modifications during its term as may be mutually agreed in writing signed by the parties hereto.

In Witness Whereof, the parties have executed this Agreement this 28th day of April, 2023.

Real Change Homelessness Empowerment Project

Camilla Walter, Executive Director

Madison Brown, Counsel

Bargaining Committee Members

Breanne Schuster, Yolanda Altamirano

Local 89, International Brotherhood of Electrical Workers, AFL-CIO

Richard Murray, Business Manager

Bargaining Committee Members

Teresa Johnson, Wes Browning, Tobias Coughlin-Bogue, Cat Huber,

Shana Kessler, Guy Oron, Jacob Schear

This Agreement is subject to the approval of the International President of the International Brotherhood of Electrical Workers, AFL-CIO.

For The Employer:



Camilla Walter
Executive Director

8/18/23

Date

For The Union:



Richard Murray
Business Manager

7/10/2023

Date

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.
January 11, 2024
Kenneth Cooper,
International President
This approval does not make the
International a party to this agreement.