

Collective Bargaining Agreement
between
Climate Jobs National Resource Center
and
The International Brotherhood of Electrical Workers
(Local Union 89)

Effective February 17, 2024 through April 30, 2028

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PREAMBLE

The purpose of this Collective Bargaining Agreement (also referred to as “Agreement” and “CBA”) is to achieve a Labor Management relationship based on good faith and good communication between Climate Jobs National Resource Center (CJNRC) and its staff, to insure the protection of Union rights and the protection of management rights and to provide the enforceable working conditions including fair and equitable compensation, safe working environments, an efficient procedure for resolving grievances, and to promote the mutual interests of the Employer and the Union. In order to ensure the utmost cooperation and understanding between the Climate Jobs National Resource Center and the International Brotherhood of Electrical Workers (IBEW) Local 89, the following provisions have been agreed to:

ARTICLE 1 – UNION RECOGNITION

- 1.1 Climate Jobs National Resource Center (also referred to as the “Employer” and “CJNRC”) voluntarily recognizes the International Brotherhood of Electrical Workers Local 89 (also referred to as the “IBEW” and the “Union”), as the sole and exclusive representative for the purpose of representation and negotiations with respect to wages, hours of work and other conditions of employment for all personnel employed or to be employed by CJNRC classifications within the bargaining unit. 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 or 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, the Union 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, except those that opt-out as religious or Beck objectors, or when prohibited by applicable law. All Employees who are not members of the Union on the date of execution of this Agreement shall, on or after the thirty-first (31st) day following the date of employment, be 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. The Employer will follow through on the discharge thirty (30) calendar days after receiving written notice from the Union.
- 1.4 The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits that arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article.
- 1.5 The Employer agrees not to discriminate against any Employee for lawful Union activities.
- 1.6 Respect and Dignity – The Union and the Employer recognize that all Employees deserve respect and dignity. Accordingly, the Employees, the Union and the Employer will work together to honor the principles of respect and dignity for all Employees both union and non-union. Further, the parties agree that the continued success of this organization requires mutual respect for one another's work. Disputes arising from this section are not subject to the Grievance Procedure but will be taken up by the Labor Management Committee.
 - a. The Employer will respect the rights of all Employees to make their pronouns known and to have their pronouns be honored. Further, the Employer and Union agree that everyone at the workplace or engaged in the Employer's business speak

or refer to Employees by the names they choose and the pronouns they use. Upon request the Employer will change all possible records so that records use the names Employees prefer and the pronouns they identify with. Upon request, the Employer will also update any photographs, business cards, and other identification materials. It is the Employee's responsibility to notify the Employer of any changes in their name or preferred pronouns. Further, the Employer also respects the rights of those Employees who do not wish to state their pronouns during meetings or other work events.

- b. The Employer will use gender neutral language in all Employer-produced onboarding materials and policy manuals.

- 1.6 The parties hereto acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are fully set forth in this Agreement. It is further understood that this Agreement fully and completely sets forth all understandings and obligations between the parties, constitutes the entire Agreement between the parties, and both parties in their own behalf and on behalf of their respective members waive any and all claims or demands they have made or could have made for any acts or omissions by either party or their respective members, agents, Employees or assigns.
- 1.7 The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral or written statement shall add to or supersede any of its provisions unless mutually agreed to by the parties and as otherwise provided for in this Agreement.

ARTICLE 2 – LEGAL COMPLIANCE

- 2.1 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; provided that upon such invalidation the parties immediately meet and negotiate substitute provisions for such parts of provisions rendered or declared illegal or an unfair labor practice.
- 2.2 Choice Of Law – This Agreement is made under and shall be governed by the law of the State of New York, except where federal law may govern.

ARTICLE 3 – UNION RIGHTS AND ACCESS TO EMPLOYEES

- 3.1 The Union may appoint two (2) Stewards for each ten (10) (or major portion thereof) Bargaining Unit Members. The Union will notify the Employer of named Shop Stewards within fifteen (15) days of their appointment.
- 3.2 Once a year the Employer will supply the Union with a list of all Employees in the Bargaining Unit showing the Employee's name, salary, salary step, address, personal email address (if known to the Employer) date of hire, cell phone number, and job title.
 - a. Every month, all the above information will be provided to the Union for any new Employees, Employees promoted within the bargaining unit, promoted out of the bargaining unit, and for Employees who resign or otherwise leave the bargaining unit.
- 3.3 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. All 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. Such meetings shall be defined as bargaining sessions with the Employer, grievance meetings, grievance investigations, and contract administration, subject to the terms of Article 8 – Union Time. Bargaining unit members conducting Union business during work hours will, when possible, arrange the Union time so as not to conflict with the work of the Employer or any of its Employees and will notify their supervisor as far in advance as known with the time and anticipated duration of the need for Union time.
- 3.4 The Employer shall inform the Union of all new bargaining unit Employee HR orientations no less than two (2) calendar days in advance. The Employer shall allow the Union's representatives to schedule up to ninety (90) minutes for Union new member HR orientation meetings virtually by phone or video conference. Each new bargaining unit Employee who does not attend an orientation meeting shall be allowed up to one (1) hour of paid work time to meet with a representative of the Union.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.1 Subject to this Agreement, the Employer shall have the right to manage and conduct its business in the most effective manner and to direct the working force as it determines. All of the rights, powers, or authority the Employer had prior to the signing of this Agreement are retained by the Employer, except those specifically abridged, delegated, granted, or modified by this Agreement.
- 4.2 The Employers reserve the right to employ or dismiss in a manner consistent with the terms of this Agreement, as the conduct of its business requires, and further reserves the right to make final determination of the qualifications of any applicant for employment prior to such employment or during the probationary period for new Employees.

ARTICLE 5 – MAINTENANCE OF BENEFITS

- 5.1 No Employee shall suffer a reduction in wages or economic benefits as a result of the signing of this Agreement.

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 – BUILDING AN INCLUSIVE ORGANIZATION

7.1 The Employer and the Union jointly recognize the necessity and value of increasing employment and career advancement opportunities for members of historically marginalized groups (i.e., women, Black, Indigenous and People of Color (BIPOC); persons with disabilities; caste; language minorities; persons from diverse economic statuses; queer, trans, femme and other marginalized sexual or gender identities (LGBTQ+); those impacted by the carceral and/or immigration systems, and/or those with unconventional professional/educational experience).

7.2 Both parties consider the building of diversity, equity and inclusion to be an ongoing process and, through a subcommittee of the Labor Management Committee (LMC) comprised of equal numbers of bargaining unit and management, will address issues related to diversity, equity, and inclusion, including but not limited to discussing, studying, and recommending strategies for recruitment, retention, training, and advancement of Employees from historically marginalized groups. While not meant to be an exhaustive list, the LMC subcommittee shall develop strategies regarding:

- a. The circulation of postings about open positions in places with high exposure to marginalized groups, such as (but not limited to) historically Black colleges and universities; diversity, equity, and inclusion (DEI) programs, career fairs, and other professional associations/organizations focusing on marginalized groups;
- b. The voluntary collection of data from current Employees, including new hires, based on Equal Employment Opportunity Commission (EEOC) guidelines;
- c. Periodic reporting by the Employer to bargaining unit Employees on diversity data; and
- d. Appropriate topics for Employee trainings and the identification of outside vendors to provide designated trainings;

7.3 The Employer shall provide the following training programs:

- a. The Employer shall require all staff to attend at least one (1) training on an annual basis with an outside party selected by the subcommittee of the LMC which shall, among other things, address ways to combat all forms of oppression on the basis of the categories identified in Section 41.1 above.
- b. The Employer shall require all non-bargaining unit Employees who manage bargaining unit staff to attend at least one (1) training on an annual basis with an outside party selected by the subcommittee of the LMC, which shall, among other things, address ways to combat all forms of oppression on the basis of the categories identified in Section 41.1 above with a particular emphasis on hiring practices and supervision.
- c. Any other training recommended by the subcommittee of the LMC.

7.3 During the first (1st) quarter of each calendar year, the Employer shall report to the subcommittee of the LMC on its efforts to meet the objectives set forth in Section 41.1 above.

7.4 In the first (1st) quarter of each year, the LMC will hold a meeting with the Employer and open to all members of the Bargaining Unit to discuss diversity issues that affect both hiring, staffing, and retention, including a mechanism for soliciting questions and concerns anonymously. Diversity issues are not limited to those identified in the annual report from Section 41.3 above.

7.5 The interview process and new staff onboarding must include a racial justice and equity component conveying CJNRC's commitment to reversing racial inequality, and emphasizing the candidates' and/or new staff's roles in building a more anti-racist organization.

7.6 The Employer reserves the right to implement additional initiatives not included in this Article.

ARTICLE 8 – LABOR MANAGEMENT COMMITTEE

- 8.1 The Employer and the Union agree to maintain a standing Labor-Management Committee (LMC) at the Employer's expense. The LMC shall be composed of up to three (3) representatives of the Union and up to three (3) representatives of the Employer. The LMC cannot change the language or the application of this collective bargaining agreement. The LMC is empowered to deal with subjects outside of the labor agreement as well as with the application of the agreement.
- 8.2 The purpose of the LMC is to:
- a. Establish and maintain a good labor-management relationship;
 - b. Promote communication, problem solving, and increased effectiveness of the staff as a whole and to develop an effective organization;
 - c. Meet and confer on other subjects of mutual interest, including but not limited to staff training and development, workload, affirmative recruitment strategies, affirmative action policies, and other organizational policies.
- 8.3 The LMC shall ordinarily meet quarterly, on work time. By mutual agreement of the parties, the committee may meet more or less frequently, but in no event should the LMC meet less than two times per calendar year.
- 8.4 The position of Administrative Chair of the LMC shall rotate between the Union and the Employer.
- a. In odd years, the Employer's management committee members shall select the Administrative Chair.
 - b. In even years, Union committee members shall select the Administrative Chair.
 - c. The Administrative Chair's responsibilities are limited to assuring that meetings are scheduled, confirmed, and takes place. In addition, the Administrative Chair is responsible for collecting agenda items; LMC members must send proposed agenda items to the Administrative Chair at least two days prior to each meeting.
- 8.5 Any agreements made by the LMC shall be reduced to writing and confirmed by signature of the Union and the Employer. While the Committee may make agreements intended to clarify language in this Agreement or the application of provisions of this Agreement, the Committee may not alter, modify, re-open, or amend this Agreement.

ARTICLE 9 – ANNUAL STAFF MEETING

- 9.1 The Union and the Employer recognize that while there are many advantages to working remotely, all staff and CJNRC's effectiveness benefits from group interaction and collaboration. To that end, the Employer shall conduct no fewer than one (1) annual meeting of all staff and the Board of Directors. The purpose of the meeting will be to review the anticipated annual work of the organization as directed by the Board of Directors and to discuss staff roles in the implementation of those plans.
- 9.2 The date and location of the meeting will be determined by the Employer.
- 9.3 There will be an option to attend remotely.
- 9.4 The agenda for the meeting may span several days. The Employer will give notice of the meeting no less than thirty (30) days in advance.
- 9.5 The agenda will be reviewed with the LMC in advance of the meeting.

ARTICLE 10 – UNION TIME

- 10.1 All contract negotiations and Labor Management Committee (LMC) meetings will take place at mutually agreed upon times and dates preferably during work hours.
- 10.2 When requested by the Union, and when there is no conflict with the Employee's work assignment the Employer will allow Union Stewards to attend one union training opportunity (five (5) days or less) per year without pay. The Union will be responsible for covering the registration costs and travel
- 10.3 When there is no conflict with the work of bargaining unit Employees and with advance notice to the Deputy Executive Director and to each Employees' supervisor, bargaining unit Employees shall be allowed, during work hours and 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.
 - Union Stewards will additionally be granted four (4) hours of normal work time without loss of pay every six (6) months to attend union or shop steward training.
- 10.4 When a new Employee is on-boarded they will be provided by the Employer 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). The Union will provide a copy of the document for review and discussion with the Employer prior to implementing this provision of the agreement.
- 10.5 Retreat Rights – An Employee with more than one (1) year of service with the Employer who is covered herein who is or who may be elected or appointed to an office in the International Brotherhood of Electrical Workers (IBEW) or its Local Union requiring their absence from duty shall be granted an unpaid leave of absence of up to twelve (12) months.
- While on leave the Employee shall continue to accumulate seniority for purposes of vacation accrual with the Employer.
 - Upon termination of their term for which the leave of absence was granted, the Employee may return to work within thirty (30) days, provided an appropriate job opportunity exists.
 - When exercising their return to work for the Employer, the returning Employee may not displace any other permanent bargaining unit Employee.

10.6 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 use a reasonable amount of work time to investigate all complaints and grievances without loss of regular pay.

ARTICLE 11 – HEALTH AND WELFARE

11.1 Healthcare and Insurance Plans

- a. The Employer will pay the full cost of the health insurance premium for each Employee, their spouse or domestic partner, and their dependents each month. This includes medical, dental, hearing, and vision benefits.
 - i. The Employer will offer a health plan that provides coverage as described in the attached MOA 2024 HEALTH BENEFITS.
- b. A summary of benefits will be available on the Staff Shared Drive and will be updated as necessary. The Employer shall notify the Union of any carrier or coverage changes made by the carrier as soon as known.
- c. Employees are covered effective on the first of the month following their date of hire. If an Employee is laid off, the Employer will continue providing health insurance for the month the layoff is effective and for the following month.
- d. Employees have the option to opt out of health insurance coverage provided by the Employer if they are covered by another plan. For any Employee who does not enroll in an Employer-sponsored health plan, the Employer shall provide that Employee with a taxable \$1,000/month upon submitting the Employer-provided affidavit certifying other health plan coverage. Payment of the opt-out benefit will be made in the second pay period of each month.
- e. Insurance plans provided by the Employer must provide gender-affirming coverage and abortion healthcare coverage. For Employees who live in states where abortion is banned or where there is no in-network provider for gender-affirming coverage, the Employer will reimburse up to twenty-five hundred dollars (\$2,500.00) to cover the cost of out-of-state travel and lodging in order to obtain healthcare unavailable in the Employee's state of residence.
- f. In the event of the death of an Employee, the Employer will continue coverage for the family for the month the death occurred and the family, after applying for coverage under COBRA, will have the premium paid for the month following the death by the Employer.

11.2 Other Health and Wellness Benefits

- a. Life Insurance – The Employer shall provide life insurance coverage as part of the supplemental policy for dental and vision care in the amount of twenty-five thousands dollars (\$25,000). The Employer will make its best effort to secure a life insurance policy in the amount of twenty-five thousands dollars \$25,000 for Employees who are not on the Employer provided health plan.

11.3 Public Health Protections

- a. If an Employee is required to attend in-person events or meetings, the Employee will be reimbursed for the purchase of high-quality masks, and pre-and-post attendance COVID-19 testing.
- b. With documentation from a treating physician or other healthcare provider, an Employee may be exempted from attending in-person events or meetings if they or someone they live with has a medical condition that increases their risk for severe COVID-19.
 - ii. An Employee who contracts COVID-19 will not be expected to attend any in-person meetings or events for five (5) days after testing negative.
- a. For CJNRC sponsored events with more than fifteen (15) people present, the Employer commits to implementing the recommendations of the Center for Disease Control (CDC) that are applicable on the date(s) the event is held.
- b. At any time a Public Health Emergency is declared, the Labor Management Committee (LMC) will form a Public Health Subcommittee to create protocols to ensure the ongoing protection and health of Employees.
- c. If an Employee cannot attend an in-person work meeting or event for reasons due to illness, vulnerability to severe illness, injury, or caretaking responsibilities, the Employee will be excused without impact to performance reviews or evaluations.

ARTICLE 12 – WORKLOAD AND SCHEDULES

- 12.1 Work Week – The normal work week shall consist of thirty-five (35) hours within five (5) consecutive days, Monday through Friday. The Employer recognizes that working for an organization like CJNRC means that Employees from time to time may have to work nonstandard hours, including evenings and weekends, and that Employees carry significant workloads which can vary considerably through the course of the year. The Employer is committed to supporting Employees in balancing the demands of their work and non-work lives.
- 12.2 Overtime For Hourly Employees – In cases in which hourly and/or part-time Employees are required to work more than eight (8) hours in a single workday and/or more than forty (40) hours in a work week. Overtime hours will be computed to the nearest quarter (¼) hour and paid in the Employee’s next regular paycheck.
- 12.3 Communication Outside of Standard Business Hours – Because Employees live in different time zones and therefore have differing work hours, both managers and Employees will make every effort to communicate with one another only during both parties’ work hours, except in an emergency or urgent time sensitive issue. When the Employer contacts an Employee or the Employee contacts their supervisor outside of business hours, the Employee is not obligated to respond until business hours resume. Normal business hours are 9:00 AM to 5:00 PM, Monday through Friday, in the time zone in which Employees are working.
- 12.4 No Employee shall be required to work more than six (6) consecutive days.
- 12.5 Workload – Employees will initiate discussions with their supervisor after receiving new work assignments that will, given the required deadline, increase the Employee’s assigned workload to a number of hours higher than the number of hours in the Employee’s work schedule. The supervisor will work with the Employee to prioritize the most important projects. No Employee will be disciplined, discharged, or discriminated against for raising workload concerns with their supervisor.
- 12.6 Travel and Standard Business Hours – For hourly Employees on travel during standard business hours, time actually spent in transit by Employees traveling to and from travel assignments, including drive/ride time to and from airports/hotels, reasonable time in airports and all flight time shall be considered working time.

ARTICLE 13 – RETIREMENT

- 13.1 The Employer will make a non-elective contribution equal to four percent (4%) of each Union-represented Employee’s regular salary, excluding overtime or other premium pay, to a 401K plan to be selected by the Employer.
- a. An Employee may elect to make pre-tax contributions through payroll deductions up to the maximum permitted under the plan.
 - b. All contributions will be immediately vested to the Employee from their date of eligibility to participate in the plan.
 - c. This defined contribution retirement plan shall commence no later than ninety (90) days following the ratification date of the 2024 Collective Bargaining Agreement (CBA).
- 13.2 Employer contributions (four percent (4%) as above) will begin to accrue on Employee earnings upon the ratification date of the 2024 CBA, increasing to six percent (6%) of Employee earnings effective on the 2025 contract anniversary date, and eight percent (8%) effective on the 2026 contract anniversary date.
- 13.3 From the ongoing Labor Management Committee (LMC), the Union and Employer shall create an equally representative staff committee focused on retirement benefits (“Retirement Committee”). This committee shall explore the feasibility of supplementing the above 401(k) plan with a defined benefit (pension) companion plan for retirement.
- a. Feasibility analysis shall include reviewing the staff retirement plans of other IBEW bargaining units, our sister climate jobs coalitions in various states, the AFL-CIO’s national, state, and local federations, and other staff benefit plans elsewhere in the labor movement, including an analysis of ERISA and other participating Employer obligations attendant to a participation agreement.
 - b. This feasibility analysis shall be completed, with findings, within twelve (12) months of the ratification of this CBA. The Board of Directors of CJNRC will receive the findings and, at its discretion, determine whether to implement any of them.

ARTICLE 14 – PROFESSIONAL DEVELOPMENT AND PROMOTIONS

14.1 Professional Development

- a. Professional development is the continuous process of acquiring new knowledge and skills that relate to one's profession, job responsibilities, or work environment. It plays a key role in keeping trained, informed, and motivated Employees, regardless of job classification and is a component of meaningful diversity, equity, and inclusion (DEI) efforts. Professional development shall be consistent with organizational goals.
- b. The Employer agrees to share known available professional development options, including training opportunities, relevant to staff professional development.
- c. During the annual performance evaluation process an Employee and their supervisor will discuss and create individual development plans, with specific timelines and professional development goals that are needed to work towards the Employee's goals, which may include future promotions. An Employee may also discuss necessary development needed to work toward future promotions during their weekly check-in with their supervisor. Professional development plans will be made by mutual agreement and cannot be used for disciplinary purposes or in grievance procedures.
- d. An Employee desiring to build new skills and/or enhance skills, knowledge and/or ability to perform tasks relevant to their existing position or another position at CJNRC that is reflected in the professional development plan agreed to by the Employee and their supervisor, may request specific training. Such requests shall be evaluated on the basis of organizational goals, as well as ensuring that Employees have the opportunity to enhance their skills. Such requests shall not be unreasonably denied. Should the request for professional development be denied, Employees may request a meeting with their supervisor to discuss why the proposal was denied.
- e. Employees may request access to professional development programs, conferences, education, or seminars. The Employer will pay up to two thousand dollars (\$2,000) per year for any cost (including travel and lodging costs) required for participation. An Employee will be required to submit a written request, including a description of the program and the relevance to their professional development to their supervisor in order for the expense to be approved. Such requests shall not be unreasonably denied. Expenses incurred through the course of an Employee's regular job responsibilities shall not count against an Employee's yearly stipend for professional development.

- 14.2 The time that Employees use for professional development will be paid as normal working hours. Unless attending a program assigned by the Employer, no Employee will be eligible for overtime as a result of attending a professional development program.

- a. Professional Membership Dues – The Employer shall pay for all dues and fees that an Employee is required to pay in order to obtain or maintain professional or licensing status that is required for their position at CJNRC.
- b. The Employer will reimburse annual state bar registration fees for at least two state bars for any attorney employed at CJNRC if a JD was listed among the degrees “required” or “preferred” in the job announcement for that Employee’s position. In addition, for attorneys employed at CJNRC, the Employer will pay for required Continuing Legal Education (CLE) credits, bar and court admission fees, renewal fees, and pro hac vice fees necessary for an attorney to practice in any court in which they must appear as part of their position at CJNRC.

14.3 Promotions

- a. The Employer will circulate all CJNRC job postings to all Employees in the bargaining unit. Bargaining unit Employees are eligible to apply for any announced vacancy, including non-bargaining unit positions.
- b. A growth promotion is one where an Employee moves from one job to the next job in a higher classification, even without there being an open position, following the annual review process. It is based on the Employer’s and department’s needs, and the Employee’s ability to perform at the higher level as reflected in the skills inventory document for the classification.
- c. Growth promotions include moving from Level I to Level II of an existing job title.
- d. During the annual performance review process, a direct supervisor should recommend when a qualified Employee should receive a growth promotion, or an Employee may request consideration for a growth promotion in a particular year. An Employee who requests and is not awarded a growth promotion during the annual review process may request and will receive written feedback from their supervisor as to why they did not receive a growth promotion. At the Employee’s request, the Employer shall meet with the Employee to discuss how the Employee may improve their prospects of a future promotion.

14.4 In the event that an Employee has taken on responsibilities beyond the scope of their current job description or professional development plan, the Employee can request a growth promotion or receive a reconciliation of their job description with their actual job responsibilities.

- a. To be eligible for consideration for a promotion, an Employee must meet the minimum requirements of the higher-level position as stated in the job description and be currently meeting expectations in their current position.
- b. When awarded a promotion, the Employer will confirm, in writing, the effective date, the Employee’s new salary, the job description for the new position, and any other changes in compensation or benefits associated with the promotion.

The promoted Employee will confirm, by their signature, their agreement with the terms before the promotion is finalized.

ARTICLE 15 – CONSULTANTS AND TEMPORARY EMPLOYEES

- 15.1 Consultants – Consultants may be hired for their specialized skills, knowledge, or experience or to perform work of a specialized nature.
- a. When the Employer utilizes a consultant that will directly supervise bargaining unit Employees, the Employer shall notify the Union within ten (10) business days of the consultant’s engagement.
 - b. Any consultant who will directly supervise bargaining unit Employees will be required by the Employer to attend any training that the Employer’s supervisors are required to attend.
- 15.2 Temporary Positions – The Employer may hire temporary Employees to (a.) fill temporary vacancies when a permanent bargaining unit Employee is on an approved leave with the right to return or (b.) for projects anticipated to be no more than one (1) year in duration. The planned expiration of a temporary position may be extended by mutual agreement between the Union and the Employer.
- a. Per Article 15 – Job Posting of this Agreement, the Employer will send the job posting to the Union when filling or creating a temporary bargaining unit position. The posting will include a description of the scope of work and the anticipated duration of the temporary employment.
 - b. A temporary Employee whose position is converted to permanent, will have the time spent as a temporary Employee credited toward their probationary period.

ARTICLE 16 – DUES

- 16.1 All Employees covered by this agreement shall pay monthly dues as per proper Union classification. Upon receipt of written authorization of the Employee, the Employer shall deduct all dues and fees from all members, based upon a schedule provided by the local on the first pay period each month, and transfer that amount to the Union. The Employee shall submit such written authorization to the Finance and Administration Director who will confirm receipt of the authorization via email to the Employee with a copy to the Union.
- 16.2 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 17 – JOB POSTING

- 17.1 When the Employer determines that there is a permanent or temporary bargaining unit vacancy to be filled, the Employer shall post position(s) on the CJNRC website. Instructions on how to apply for any announced position will be included on the website. Job announcements will also be sent to the Union for their own posting.
- 17.2 The announcement for each job shall include the preferred location (if any) of the vacancy, the title of the position, a description of the position's key responsibilities, required qualifications, the supervisor, salary or hourly pay distinction, pay range, full or part time status, whether the job is a Union bargaining unit position, and how to apply for any announced position.
- a. A vacancy does not exist where the Employer converts a temporary position occupied by a bargaining unit Employee to a permanent position or a part-time position occupied by a bargaining unit Employee to a full-time position. The converted position will be offered to the incumbent in either case without having been posted.
 - b. All persons extended an offer of 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 accepted.
- 17.3 Qualified current Employees shall have hiring preference over outside candidates, provided they make an application for the position within fifteen (15) working days from the date the vacancy is posted. Where more than one (1) equally qualified Employee bids on a position seniority will be a consideration in filling the position.
- 17.4 The Employer shall consider experience in lieu of formal education requirements in awarding vacancies.
- 17.5 Current Employees who successfully bid on a position that is a promotion, shall serve a probationary period of six (6) months. If, during that period, the Employer determines that the Employee fails to perform satisfactorily in the new position or if the Employee so elects, they will be permitted to return to their original position.

ARTICLE 18 – PROBATIONARY PERIOD

- 18.1 The probationary period for new Employees shall be six (6) months. Probationary periods may be extended upon mutual agreement of the Employer and the Union and may only be extended up to an additional six (6) months. The Employer must inform the Union if they intend to extend the probation of an Employee.
- a. At the six (6) month mark, the Employer shall evaluate the probationary Employee's work performance, subject to the guidelines in Article 22 – Evaluations.
 - i. No later than within one (1) week of an Employee's sixth (6th) month anniversary, this evaluation will be scheduled for a mutually convenient time for the Employee and the supervisor.
 - b. If the Employer and/or supervisor recommend an extension of the probationary period, the Employer and/or supervisor must create a work improvement plan, that includes:
 - i. The length of extended probationary time.
 - ii. The areas of concern regarding the Employee's work performance, and actionable steps to remedy those concerns.
 - iii. A timeline of meetings during the extended probation period to provide guidance and support to the Employee.
 - c. If the Employer and/or supervisor does not provide a work improvement plan at the time of probation extension, the extension becomes moot and the Employee's probationary period ends.
- 18.2 During the probationary period, an Employee may be terminated without cause.

ARTICLE 19 – SENIORITY

- 19.1 Seniority shall mean length of continuous service with the Employer.
- 19.2 An Employee's seniority date shall be the Employee's first day of work with the Employer, as either a bargaining unit or non-bargaining unit Employee. Employees shall retain their original seniority date only while continuously employed by the Employer.
- a. For purposes of this provision, Employees shall be deemed continuously employed by the Employer while on approved leave of absence and while employed in a non-bargaining unit position.
- 19.3 Any Employee who was previously employed, had a break in service, and who is re-employed will receive service credit for their prior time with the Employer.

ARTICLE 20 – WORKING CONDITIONS

- 20.1 No Employee shall suffer a reduction of hourly wage rates or salary, decrease of hours, or reduced vacation time solely by the signing of this Agreement.
- 20.2 No Employee will be disciplined, discharged, or discriminated against for raising safety and/or health concerns with the Employer.
- 20.3 Employees will receive an onboarding orientation of a minimum of one (1) hour within three (3) days of hire but no later than one (1) week after date of hire.
- 20.4 Where possible Employees will meet weekly with their supervisor and/or department head for no fewer than thirty (30) minutes to discuss feedback and work plans.
- 20.5 Notice for Work Outside the Home – It is the intent of the Employer to give at least one (1) week’s notice for any out-of-town travel. An Employee may refuse a request for out-of-town travel or work outside the home and will not be disciplined, discharged, or discriminated against on the condition that the Employee provides a reasonable explanation requiring accommodation.
- 20.6 If the Employer anticipates that an Employee will be regularly engaged in tasks requiring safety training and/or protective equipment, it will, with advance approval, reimburse the expense of safety and protective equipment required for the protection of the Employee and/or pay all expenses for any required training.
- 20.7 Employees shall receive equal and adequate training for any new programs, equipment, etc., if they are expected, as part of their job duties, to use them.
- 20.8 Personal Favors – Supervisors will not ask Employees to perform tasks or favors of an exclusively personal nature.

ARTICLE 21 – PICKET LINE OBSERVANCE

- 21.1 It shall not be a violation of this Agreement nor a cause for discharge, disciplinary action, or permanent replacement for any Employee covered by this Agreement to honor a picket line established because of a strike.

ARTICLE 22 – OUTSIDE EMPLOYMENT OR VOLUNTEER ACTIVITY

- 22.1 Employees participating in paid or unpaid activity outside of their work for the Employer, may not represent themselves as an agent or representative of the Employer unless expressly authorized by the Employer.

ARTICLE 23 – SUCCESSORS

- 23.1 The Employer will inform Employees and the Union of the potential merger, consolidation or transfer at least ninety (90) calendar days in advance of its execution.
- 23.2 The Union and the Employer shall meet to negotiate the effects of any potential merger, consolidation, or transfer that will impact the future of Employees. In the case that any of these situations lead to involuntary separations between CJNRC and Union members, those separations will be regarded as layoffs rather than terminations, and will follow Article 23 – Layoff and Recall Rights.
- 23.3 The Employer will inform the potential acquirer or transferee of the existence of this agreement and encourage the new Employer to adopt similar conditions in the interest of preserving strong labor standards.
- 23.4 None of the above shall constitute encumbrances or restrictions on negotiation with a potential acquirer, or any final merger, consolidation, or transfer.

ARTICLE 24 – EVALUATIONS

24.1 Evaluation Purpose

- a. The Employer and the Union recognize that an open, honest, and respectful culture of coaching and feedback is critical for effective collaboration and growth in a rapidly changing environment. Performance evaluation is an opportunity to assess the Employee's success in performing job-related duties, to indicate professional development goals for the year ahead, and to discuss progress of professional development goals from the prior year. A performance evaluation should be based upon job-related criteria only, but will identify training and development needs and provide career guidance and developmental opportunities
- b. The evaluation process may consist of constructive feedback and coaching from the Employee's supervisor and constructive feedback from the Employee to their supervisor.

24.2 Standardizing the Evaluation Process and the Role of the Labor Management Committee (LMC)

- a. No later than six (6) months after the ratification of this Agreement, the LMC will develop recommendations for a standardized evaluation process and written forms for Supervisor reviews to ensure that they effectively solicit and capture holistic feedback. The Employer will then implement the new evaluation process.
- b. The LMC will also make recommendations on how staff can be trained to ensure all staff give and receive effective feedback.
- c. All written evaluation forms and overview of the evaluation process, will be shared with an Employee at least two (2) weeks ahead of the scheduled evaluation meeting.

24.3 Evaluation Structure and Timeline

- a. Upon reaching six (6) months of employment, Employees will receive an initial evaluation with their direct supervisor. The supervisor will discuss the Employee's probationary period, coach the Employee to ensure the Employee understands their job responsibilities and required competencies, determine development goals, and identify support and resources the Employee needs to successfully carry out their job duties.
 - i. Temporary Employees may elect an accelerated evaluation schedule as appropriate for the position and as mutually agreed upon by the Employee and supervisor.
- b. Employees and their direct Supervisor will participate in annual evaluations within one (1) month of their hire date anniversary, unless both the supervisor and Employee agree on an alternate timeline.

24.4 Supervisory Evaluation of Employees

- a. Employee and Supervisor(s) will sign a completed evaluation form, indicating they have read and discussed the information contained in the evaluation. Signing does not constitute agreement with all the points raised in the document. The complete signed evaluation form will be kept within the Employee's personnel file.

24.5 Request for Classification Review

- a. 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.
- b. 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-one (21) calendar days of the review request, the Employer and the Union will meet to discuss.
- c. If the Union disagrees with the final decision regarding the proper classification for a job, the matter may be grieved.

ARTICLE 25 – NOTICE OF LAYOFF AND RECALL RIGHTS

- 25.1 When a layoff is necessary due to insufficient funding to continue paying an Employee, changes in programmatic focus or organizational mission, or another reason, the Employer will:
- a. Meet with the bargaining unit to explain the decision.
 - b. Make a good faith effort to provide positive references for each affected Employee, as well as a letter to each laid off Employee indicating that the Employee was laid off.
 - c. The Employer will give as much advance notice as possible but in no case fewer than thirty (30) days.
- 25.2 In the event of a layoff, the Employee may continue to work for the Employer either for the entire period of time leading up to the date of layoff, or some portion thereof at the agreement of the Employer and Employee, and receive thirty (30) days' salary in the form of severance at the time of separation from the Employer.
- 25.3 The Employer will not contest laid-off Employees' application for unemployment benefits.
- 25.4 The Employer will endeavor to lay off first the Employee with the least amount of seniority in the affected classification, provided that the Employees remaining in the classification have the qualifications necessary to perform the duties of the position. If the Employee with the least amount of seniority is not the first to be laid off, the Employer will provide a written explanation to the Union at the time that the layoff decision is reported to the Union.
- 25.5 Transition Package – Employees who are scheduled for layoff will receive up to fourteen (14) hours of paid leave time during their lay-off notice period for the purpose of engaging in job search efforts, including job interviews. All such activities shall be scheduled with the approval of the affected Employee's supervisor.
- 25.6 For one (1) year following the date of lay-off, Employees' who have been laid off for financial or programmatic reasons shall have the right of first refusal for any bargaining-unit positions that become available and for which they are qualified. When an Employee refuses an offer of re-employment, the Employer will not be obligated to make any further offers.

ARTICLE 26 – DEPENDENT CARE ASSISTANCE PROGRAM (DCAP)

- 26.1 The Employer shall continue its participation in the Dependent Care Assistance Program (DCAP), currently administered by the New York Council of NonProfits, Inc, allowing for Employees to elect for pre-tax payroll deduction for qualified dependent care costs.
- 26.2 In the event the Employer changes the agent administering the DCAP program, the Employer will notify the Union.

ARTICLE 27 – ACCOMMODATIONS

- 27.1 Disability Accommodation – The Employer will comply with all Federal and State and local laws requiring reasonable accommodation and Employees are encouraged to request the accommodation that is required to perform the essential functions of the job.
- 27.2 Employee Assistance Program – The Employer will continue its confidential Employee Assistance Program (EAP) currently administered through ADP. This program provides Employees access to professional services to assist them with personal concerns that may impact job performance. These concerns may include, but are not limited to, health, marital, family, financial, legal, emotional, and substance addiction. The Union will be notified if the ADP program is discontinued or if the Employer ceases its payroll relationship with ADP in which case the Union will be notified and consulted for an alternative EAP plan.
- a. When otherwise qualified by job performance, participation in the EAP will not jeopardize employment or opportunities for promotion.
 - b. Any treatment accessed through the EAP will be confidential and will not be disclosed to the Employer. However, the Employer will not be prohibited from suggesting an Employee access the EAP due to job performance.

ARTICLE 28 – ANTI-DISCRIMINATION AND SEXUAL HARASSMENT

- 28.1 The Employer promotes equal employment opportunity and practices anti-discrimination with regard to all Employees regardless of age, sex, pregnancy, pregnancy-related conditions, marital status, sexual orientation, gender, gender expression or identity, race, religion, color, national origin, immigration status, ancestry including Indigenous to lands now known as the United States, military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, HIV infection, employment leave, or any other legally protected characteristics, or protected activity under the anti-discrimination statutes.
- a. Employees who believe they have been discriminated against are encouraged to report this to the Union and the Employer.
 - b. If personnel policy and grievance procedures do not resolve issues, Employees may seek assistance from the EEOC (Equal Employment Opportunity Commission), or other third-party agencies.
- 28.2 Anti-Sexual Harassment Policy – The Employer and Union agree to comply with all applicable local, State, and Federal laws prohibiting discrimination.
- 28.3 No Employee shall face retaliation or reprisal for supporting or participating in a process with the above-mentioned third-party agencies.
- 28.4 Nothing in this section shall be interpreted so as to prevent the Employer from making bona fide determinations regarding any employee's ability to perform all necessary job duties and functions.
- 28.5 No Employee shall be discharged, disciplined, or discriminated against for reporting suspected violations by the Employer of the Anti-discrimination and Anti-harassment Policy and Procedure.

ARTICLE 29 – CLIMATE AND WEATHER IMPACTS

- 29.1 For any climate and weather-related emergency that impacts the condition of the Employee's home, where necessary, the Employee may request reasonable additional paid time off during the emergency, as well as after the emergency for recovery.
- a. The Employee will report the emergency and make the request for paid time off, as soon as they are able—before, during, or after the emergency—to the Employer.
 - b. This weather emergency paid time off is separate from and has no bearing on other forms of paid or unpaid time off available to the Employee.
- 29.2 Employees are not required to travel in cases where severe weather warnings, in either their departure or destination location, have been issued by weather services. Severe weather events may include, but are not limited to, hurricanes, tornados, floods, heat waves, extreme wind, hazardous air quality, and blizzards. Employees will contact their supervisor to discuss the weather emergency and alternative work plans.
- 29.3 All CJNRC Employees recognize our collective responsibility to reduce carbon emissions. Whenever deemed appropriate by the Employer, remote meetings will occur to reduce air travel. When traveling, using public transit, walking, biking, and/or carpooling are encouraged. This section is not subject to the grievance procedure or the disciplinary and discharge provisions of this agreement.

ARTICLE 30 – JOB SECURITY (PROGRESSIVE DISCIPLINE)

30.1 The parties agree that included within the concept of just cause is the principle that disciplinary action will be corrective and progressive in nature.

- a. No non-probationary employee shall be discharged or otherwise disciplined except for just cause.
- b. Discipline may include verbal warning, written warning, demotion, suspension, and discharge.
- c. At the time disciplinary action is taken, the Employee shall be given a written notification with the specific charges and facts supporting the discipline, and a copy of the notification shall be forwarded to the Union at the same time.

30.2 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.

30.3 The parties agree that violations of the non-discrimination clause are considered just cause and subject to the corrective action process.

30.4 In circumstances where an Employee's performance issues are susceptible to improvement, given notice and opportunity to correct problem areas, the Employer will counsel an Employee before disciplinary action. Counseling on work performance is not disciplinary, is not subject to the just cause provision, and will not be used for purposes of progressive discipline. Counseling refers to a discussion prior to disciplinary action to assist an Employee in understanding work expectations, and direct an Employee's work performance to correct performance issues. Counseling should include a written Action Plan and a notice of possible disciplinary consequences for failure to improve performance.

30.5 An Employee shall have the right to have representation by a Union steward or representative in any meeting with the Employer which is investigative in nature and could lead to disciplinary action up to and including discharge, or in any meeting at which the Employers announce their imposition of discipline other than an informal counseling. If the Employee requests in writing that the Union steward or representative not be present, the Employers shall apprise the Union steward or representative of the nature of such discipline immediately after the Employee has been advised.

30.6 The Employer will remove any warning notices, disciplinary entries, or incidents of unsatisfactory performance, for which there is no recurrence for twelve (12) months, from an Employee's personnel file. Once removed, the material will not be used as the basis for any future discipline.

- a. Upon written request an Employee may request a review of their personnel file or provide written authorization for the Union to review their file.

- b. The contents of the file will be sent electronically or via USPS at the preference of the Employee or the Union.

30.7 Copies of all disciplinary notices shall be sent to the Union at the time of issuance and placed in the Employee's personnel file. All notices and warnings shall become null and void twelve (12) months from the date of issue unless the Employee has received another notice, warning, or discipline of a similar offense within the twelve (12) months, in which case, the twelve (12) month period will begin anew.

ARTICLE 31 – GRIEVANCE PROCEDURE

31.1 A grievance within the meaning of this Agreement shall be any dispute concerning the interpretation or application of the terms of this Agreement. A grievance shall be presented within thirty (30) calendar days of its occurrence or within thirty (30) calendar days of when it could have reasonably become known to the grievant. The parties agree that when possible it is in the best interest of all concerned to resolve grievances at the lowest possible level.

31.2 The parties will address grievance in the following manner:

- a. Step 1. The Union will present the grievance, in writing, to the immediate supervisor of the aggrieved Employee. The written grievance will present the fact of the dispute and name the Article(s) and Section(s) of the agreement alleged to have been violated and shall specify the remedy requested. The Supervisor will acknowledge the date of receipt of the grievance in writing. Within fourteen (14) calendar days of the receipt of the grievance, the grievant, the steward, and the supervisor shall meet for the purpose of attempting to resolve the grievance. Within seven (7) calendar days of the meeting, the supervisor shall respond to the Union, in writing, with a copy of the response sent to the grievant.
- b. Step 2. If the grievance is not resolved at Step 1, the Union may submit the grievance to Step 2 within fourteen (14) calendar days of receipt of the Employers' Step 1 response by sending the grievance to the Deputy Executive Director. Within fourteen (14) calendar days of receipt of a grievance at Step 2, a meeting will be conducted for the purpose of attempting to resolve the grievance. The meeting will include representatives of the grievant, the Union, and the Employer. Within seven (7) calendar days of the meeting at Step 2, the Employer will provide a written response (same as above) to the Union, with a copy to the grievant.
- c. Step 3. Upon request of either party, if the grievance is not resolved at Step 2 the matter may be moved to Step 3 within thirty days (30) calendar days of the Employers' Step 2 response. The parties will jointly request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). The parties shall alternately strike names from the list until only one name remains to be appointed as Arbitrator. The Union will make the first strike. The arbitrator will be asked to render a decision within thirty (30) calendar days after the hearing record has been closed. The decision of the arbitrator will be final and binding on both parties.

31.3 A group grievance may be initiated at Step 2.

31.4 Time limits at any step on the grievance procedure may be extended by mutual written agreement by the Union and the Employer.

31.5 All expenses of an arbitration shall be borne equally by both parties including filing fees and arbitrator fees and expenses.

31.6 It is agreed that neither the Union, its agents, or its members, individually or collectively, will authorize, instigate, cause, or take part in any strike, work stoppage, picketing, sit-down, stay-in, slowdown, or any other willful curtailment or restriction of operations except when the Employer fails to abide by the decision of an arbitrator.

31.7 The Employer agrees that there shall be no lockout of Employees because of a labor dispute.

ARTICLE 32 – SICK LEAVE

- 32.1 On January 1st of each calendar year, full-time Employees will be credited with twelve (12) paid sick days.
- 32.2 Newly hired full-time Employees will accrue one (1) paid sick day for each month worked, up to a maximum of six (6), until the January 1st that follows the Employee's date of hire. On that January 1st and each January 1st thereafter, the Employee will be credited with twelve (12) additional paid sick days.
- 32.3 Sick days may be used for absence from work due to:
- a. Employee's illness or need for health care, or for care of a family member who is ill or in need of healthcare.
 - b. The closure of a child's school or childcare provider due to a public health emergency.
 - c. Any other use local law may require.
 - d. Employees may only use sick days in half-day or full-day increments, except where the jurisdiction of employment allows lesser increments.
- 32.4 Part-time Employees will receive a pro-rated portion of this benefit based on the number of hours worked.
- 32.5 In the event that the paid sick leave days are fewer than entitlements provided by local, State, or Federal law, Employees shall be entitled to that which is provided by applicable law at their work location.
- 32.6 Unused accrued sick leave may be carried over to the succeeding year, provided that an Employee shall be permitted to accrue no more than 60 sick days. Unused accrued sick days are not paid out at termination of employment or at any other time.
- 32.7 If a holiday occurs while taking accrued or banked paid sick leave, the Employee will be paid holiday pay, and the day will not be charged as sick leave.
- 32.8 An Employee returning to work after an absence due to illness of more than five (5) days may be asked to provide documentation in connection with the absence.

ARTICLE 33 – HOLIDAYS

- 33.1 Each calendar year, the Employer will recognize time off with pay for the following holidays:
- a. New Year's Day – January 1
 - b. Martin Luther King Jr. Day – third Monday of January
 - c. President's Day – third Monday of February
 - d. Memorial Day – last Monday of May
 - e. Juneteenth – June 19
 - f. Independence Day – July 4
 - g. Labor Day – first Monday of September
 - h. Indigenous People's Day – second Monday in October
 - i. Election Day – the Tuesday following the first Monday in November.
 - j. Veteran's Day – November 11
 - k. Thanksgiving Day – fourth Thursday in November
 - l. Friday after Thanksgiving – fourth Friday in November
- 33.2 Additionally, CJNRC will be closed for normal business between December 24 and December 31 each year. Staff will suffer no loss of pay during the closure.
- 33.3 In the event a holiday falls on a Saturday, the preceding Friday shall be observed. In the event a holiday falls on a Sunday, the following Monday shall be observed.
- 33.4 If a holiday occurs while an Employee is on vacation, the Employee will receive holiday pay for that day, and they will not be charged for use of a vacation day.
- 33.5 The Employer may require Employees to work additional holidays upon agreement with the Union.
- a. When work assignments require an Employee to work on a scheduled holiday, the Employer will offer hourly Employees a choice of one and a half (1½) pay or a compensatory day and a half to be used within the ninety (90) days.
 - b. Salaried Employees will be given an alternative day off scheduled with the approval of their supervisor
- 33.6 If an Employee is working during a religious or cultural holiday, upon notification to their supervisor, they will be given reasonable accommodations during work hours.

ARTICLE 34 – PERSONAL DAYS

- 34.1 Employees earn five (5) paid personal days off in each calendar year. During the first year of employment, Employees hired after January 1, will have their paid personal time prorated to the end of that year. Personal days can be taken in half-day or full-day increments.
- 34.2 Unused personal days will carry over from year to year, provided that the number of days earned in the following calendar year will be reduced by the number of unused days from the prior calendar year. In no event will an Employee's Personal Leave Day balance exceed five (5) days.
- 34.3 When possible personal days should be scheduled with the approval of the supervisor with no less than one (1) day's notice.

ARTICLE 35 – PAID VACATION

- 35.1 Employees will be eligible for paid vacation leave after six (6) months of employment.
- 35.2 Employees may take vacation time each year in full day increments with at least five (5) days' notice. Subject to the Employer's operational needs, vacation requests will be approved whenever possible.
- 35.3 Vacation leave is accrued proportionally each pay period according to the following schedule:
 - a. At the six (6) month anniversary date of employment (for the second six (6) months of employment): ten (10) days.
 - b. On the first anniversary date of employment (for the second year of employment) through the tenth year of employment: twenty (20) days.
 - c. On the eleventh year of employment and each year thereafter: thirty (30) days.
- 35.4 Unused vacation leave shall carry over from year to year, provided that the accrual of vacation as set forth above shall cease when an Employee's vacation balance reaches ten (10) days above the accrual limit identified in section 31.3 above. Accrual shall recommence beginning the first full pay period following when the Employee's vacation balance falls below ten (10) days above the accrual limit.
- 35.5 The balance of any unused vacation leave will be paid to an Employee at separation from employment. The payment for unused accrued vacation leave will be paid at the rate of pay in effect at the time of termination.
- 35.6 Employees may take vacation leave based on their expected accrual within that calendar year plus any carryover, provided that they shall not exceed their expected accrual for the calendar year.
 - a. For avoidance of doubt, if an Employee in their fifth (5th) year of employment begins the calendar year with a vacation balance of zero (0), the Employee may take up to twenty (20) days of vacation even though the full twenty (20) days will be accrued throughout the course of the calendar year.

ARTICLE 36 – BEREAVEMENT LEAVE

- 36.1 Employees have many personal relationships that play important roles in their lives, and Employees have many ways of grieving. The Employer shall provide Employees paid time off to support staff as they move through the loss of a loved one.
- 36.2 An Employee is eligible for up to seven (7) days of paid bereavement leave in the event of the death of a member of their family, close friend, or significant other. Family is defined to include: spouse/domestic partner, parent, child, sibling, grandparent, or grandchild, sibling-in-law, stepparent, stepchild, aunt/uncle, parent-in-law, the child of a sibling, foster parent, or foster child.
- 36.3 The Employer recognizes that the definition of family includes children and grandchildren whether by birth or adoption and of a spouse or domestic partner. The Employer recognizes the children and grandchildren of an Employee's domestic partner as the Employee's children and grandchildren. The Employer recognizes a domestic partner's parents and siblings as the Employee's in-laws.
- 36.4 Bereavement Leave must be taken within a reasonable period of time following the death.
- 36.5 Upon the death of a family member listed above, Employees must notify their supervisor of the need for bereavement leave. With the supervisor's approval, Employees also may extend the bereavement leave by an additional three (3) days for travel beyond one hundred and fifty (150) miles or to attend to cultural or religious practices attendant to the death of an immediate family member.
- 36.6 Personal or vacation leave may also be used to extend bereavement leave.

ARTICLE 37 – PAID PARENTAL LEAVE

- 37.1 Employees with six (6) months of service or more are eligible for up to sixteen (16) weeks of paid Parental Leave associated with the birth of an Employee's own child (including by surrogacy) or the placement of a child with the Employee in connection with adoption or foster care. Each week of paid parental leave is compensated at one hundred percent (100%) of the Employee's regular pay.
- 37.2 Paid parental leave may be taken at any time during the twelve (12) month period immediately following the birth, adoption, or placement of a child with the Employee. Paid parental leave may not be used or extended beyond twelve (12) months.
- 37.3 Parental leave will not be charged against an Employee's leave balance. For an Employee giving birth, paid parental leave will commence at the conclusion of any short-term disability leave/benefit provided to the Employee for the Employee's own medical recovery following childbirth.
- 37.4 Employees may take paid parental leave in one continuous period of leave or may use the paid parental leave non-consecutively over the course of twelve (12) months. A schedule of intermittent use of the leave must be approved by the Employee's supervisor in advance.
- 37.5 Any unused paid parental leave will be forfeited at the end of twelve (12) months.
- 37.6 Unused paid parental leave will not be paid out upon separation from the organization.
- 37.7 All Employee benefits will be paid for Employees and dependents during the paid parental leave period. When a paid holiday occurs while the Employee is on paid parental leave, the day will be charged to holiday pay; however, holiday pay will not extend the total paid parental leave entitlement.
- 37.8 An Employee who takes paid parental leave that does not qualify for Family and Medical Leave Act (FMLA) leave will be afforded the same level of job protection for the period of time that the Employee is on paid parental leave as if the Employee were on FMLA-qualifying leave.
- 37.9 This benefit will apply equally to any Employee unless State or local law exceeds this benefit. Paid Parental Leave is granted to Employees who become parents regardless of marital status. CJNRC staff are equally entitled to take paid parental leave regardless of their sex, gender, or family arrangement.
- 37.10 A part-time Employee is entitled to paid parenthood leave, prorated based on hours normally scheduled, under the same terms and conditions as a full-time Employee.
- 37.11 Employee requests for paid Parental Leave must be submitted to their immediate supervisor at least thirty (30) days prior to the proposed date of the leave, except in the case of unexpected events, such as a premature birth or early adoption placement. An Employee who takes parental leave extends a good faith commitment to the Employer that they will come back to their position after the leave is over.

ARTICLE 38 – JURY DUTY

- 38.1 The parties recognize that serving on a jury is our civic duty. An employee selected to report for jury duty, should inform their supervisor and provide a copy of the notice as soon as notice is received. The Employer will grant time off from work, with pay, to serve up to a maximum of three (3) weeks with pay.
- 38.2 Employees are expected to report to work on days and at times when the court is not in session or when the court informs the jury not to report.

ARTICLE 39 – MILITARY LEAVE

- 39.1 The Employer will comply with the requirements of Federal and State law with respect to required leaves of absence for service in the US Armed Services.
- 39.2 At the time an Employee leaves for military service, they shall receive whatever vacation pay is due them. The application of this provision will comply with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Upon return from military service, the Employee shall assume their original employment date for the purposes of seniority, and be entitled to their pro-rata vacation.
- 39.3 Employees who serve in the National Guard or military reserve units which require annual training shall be granted the necessary leave with pay, minus what the Employee receives in military pay, to fulfill the annual training requirements of the unit in which they serve. Such Employee shall give the Employer no less than two (2) weeks prior notice when possible.

ARTICLE 40 – UNPAID LEAVES OF ABSENCE

40.1 Unpaid Medical Leave

- a. In addition to other leave rights provided in this Agreement, Employees who have been employed by the Employer for at least six (6) months, will be eligible for family medical leave for up to sixteen (16) weeks.
- b. In order to be eligible for such leave, the Employee must submit a written request stating the number of days or weeks requested and medical documentation satisfactory to the Employer regarding the medical basis of the need for leave.
- c. Salary and time off benefit accruals will be adjusted for any less-than-full-time schedule. Employees are entitled to have their fully employer-paid health benefits maintained for up to sixteen (16) weeks. The Employee will have the right to return to the same or equivalent position, pay, and benefits, at the conclusion of their leave. The eligible Employee must give no fewer than thirty (30) days' advance notice of their return to work.
 - i. Employees receiving such medical leave shall continue to accrue seniority and will be entitled to return to work without loss of seniority when they are again able to perform the essential functions of their job with or without reasonable accommodation.
 - ii. Requests to extend leave shall be submitted as soon as possible to the expected return date along with appropriate documentation. In the case of a leave extending four (4) weeks or more, requests to extend leave shall be submitted, at minimum, two (2) weeks before the end of the currently granted leave or as soon as possible in extenuating circumstances.
 - iii. Requests for any accommodation required for the Employee to perform the essential functions of the job that would enable an employee's return to work shall be submitted to the Employer at least one (1) week prior to the expected return date so that the parties may discuss what, if any, reasonable accommodation can be made. The Employer and Employee shall determine the return date once it is determined if reasonable accommodation can be made.

40.2 Other Unpaid Leaves of Absence

- a. An Employee may request to take an unpaid leave of absence of up to sixteen (16) weeks for personal or professional reasons not covered in other leave articles. Approval of personal leaves of absence will be granted solely at the discretion of the Employer.
- b. For the purpose of seniority, an Employee will receive service credit for their unpaid leave of absence.

40.3 Return to work from an Unpaid Leave of Absence

- a. When an Employee returns from an unpaid leave, they shall return to the same job, if available, and at the same rate of pay.
- b. An Employee who takes other permanent employment while on an approved personal leave of absence shall forfeit their right to return. An Employee who takes temporary employment while on an approved personal leave of absence shall not forfeit their right to return.

ARTICLE 41 – EXPENSES AND STIPENDS

41.1 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 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 be reimbursed the cost of the fare plus a reasonable tip with receipt. Whenever possible, CJNRC Employees will prioritize taking taxis over ride-share. This section is not subject to the grievance procedure or the disciplinary and discharge provisions of this agreement.
- 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.

41.2 Per Diem

- a. When traveling for business that requires an overnight stay, Employees will receive a per diem in the amount of eighty dollars (\$80.00) for each night away from home. The per diem is intended to cover unreceipted expenses inclusive of all meals and incidental expenses incurred while on travel for CJNRC. Per diem rates will be adjusted as follows for travel that includes provided meals and partial travel days

First Day Departure Time from Home or Office	Full day Travel with overnight stay	Last Day Arrival Time To Home or Office	Meals Provided (business meals, conference meals etc.)			
			0	1	2	3 +
Before 12:00 pm	Full Day	After 7:00p	80	65	50	35
12:00pm-7:00pm		12:00 pm-7:00p	65	50	35	
After 7:00p		Before 12:00 pm	50	35		

- b. In cases when it is a financial hardship for an Employee to pay up front expenses which Per Diem covers, Employees may request and will be granted, with five (5) days notice, an advance via ACH equal to seventy-five percent (75%) of the anticipated Per Diem amount due for the days they are scheduled to travel.

41.3 Remote Work Stipend

- a. The Employer will provide a stipend of one hundred fifty dollars (\$150.00) per month to cover remote work costs including use of a cell phone, internet, heating/cooling, and other remote work functions.

41.4 Remote Work Set Up and Maintenance

- a. New hires will receive a one-time allowance of up to seven hundred and fifty (\$750.00) to reimburse purchases such as office equipment. Office equipment may include, but is not limited to: monitor, keyboard, software/applications, printer, scanner, cell phone, office chair, standing desk, or any other purchase related to the Employee's home office.
- b. All office equipment purchased using an Employee's home office allowance becomes the property of the Employee.
- c. The Employer will reimburse up to two hundred fifty dollars (\$250.00) every calendar year for home office equipment maintenance, repair, or upgrades.
- d. To the extent an Employee is provided an ADA accommodation for additional home office equipment, the cost to provide such equipment shall not be deducted from their stipend.

41.5 Expenses

- a. Employees are required to submit receipts for reimbursement within thirty (30) business days.
- b. Employees will be reimbursed for all relevant work-related expenses within the pay period immediately following the supervisor's approval of expenses and receipts. Supervisors will approve expenses within seven (7) calendar days. If Supervisors fail to approve expenses within the allotted time, the expense report will advance to the Operations team for processing.
- c. Out-of-pocket expenses greater than two hundred and fifty dollars (\$250.00) must be approved in advance by an Employee's supervisor and documented.
- d. Employees will not be expected to pay for purchases totaling more than fifty dollars (\$50.00). Upon the request of the Employee, the Employer will ensure expenses beyond fifty dollars (\$50.00) are covered before they are incurred, including purchases related to the home office allowance in Section 38.4.a. of this article. Staff are responsible for informing their supervisor of their expense(s) at least three (3) business days before the required payment.

ARTICLE 42 – PAY SCALE

- 42.1 Base Salaries, 2024 – Effective upon ratification of this Agreement, Employees in the following classifications shall be paid at the new rate of their current step and will advance to the next higher step on their anniversary date of hire or, in the case of a promotion, on the anniversary date of their promotion. Administrative Support and Campaigner I, Analyst I, Strategist I, Campaigner II, Analyst II and Strategist II who are at the start rate will advance to the six (6) month rate on the anniversary of six months of employment.
- a. Upon hire, Attorneys will be placed on the scale below at the rate that reflects their years of practice. Effective upon ratification of this Agreement, Staff Attorneys shall be paid at the following new rate of their current step and will advance to the next higher step on each anniversary date of hire.
- 42.2 Step increases will appear in the paycheck covering the pay period in which the anniversary date falls.
- 42.3 If an Employee is promoted to a higher position, their new salary will begin at the lowest Step in the higher position which will give them an increase in their salary
- 42.4 On the anniversary date of the ratification of this agreement, the above pay scales will be increased each year for four (4) years by two percent (2%).
- 42.5 A bi-lingual differential shall be paid to Employees who use a second (2nd) language in the performance of their work assignment as follows:
- a. Twenty dollars (\$20) per week when occasionally called upon to use a language other than English
 - b. Thirty dollars (\$30) per week when using a language other than English is part of their normal work assignment
 - c. Forty-five dollars (\$45) per week when normal work assignments call upon the use of more than one (1) language other than English.
- 42.6 For purposes of recruitment, the Employer may recognize the relevant experience of a candidate for a position with the Employer by initially placing them at a step higher than the start rate for the position.
- 42.7 The Employer agrees to negotiate with the Union over any proposal to abolish, create, or reclassify a job that falls within the classification system described in this Article and which falls within the jurisdiction of the Union as recognized by Article 1 – Union Recognition. If the parties cannot reach an agreement on the wage for any new classification, the Union can proceed to interest arbitration using the procedures described in Article 40 – Grievance Procedure with the understanding the arbitrator is empowered to set the wage rate.

Appendix

The yearly salary for each job classification will be as follows:

Campaigner I, Analyst I, Strategist I	2024	2025	2026	2027
Start	\$78,000.00	\$79,560.00	\$81,151.20	\$82,774.22
6 Months	\$80,080.00	\$81,681.60	\$83,315.23	\$84,981.54
A	\$82,472.00	\$84,121.44	\$85,803.87	\$87,519.95
B	\$85,592.00	\$87,303.84	\$89,049.92	\$90,830.92
C	\$88,712.00	\$90,486.24	\$92,295.96	\$94,141.88
D	\$90,896.00	\$92,713.92	\$94,568.20	\$96,459.56

Analyst II, Campaigner II, Strategist II	2024	2025	2026	2027
Start	\$94,095	\$95,977	\$97,896	\$99,854
6 Months	\$95,416	\$97,324	\$99,270	\$101,250
A	\$96,736	\$98,671	\$100,644	\$102,657
B	\$99,282	\$101,267	\$103,293	\$105,359
C	\$101,068	\$103,089	\$105,151	\$107,254
D	\$103,169	\$105,232	\$107,337	\$109,484
E	\$105,232	\$107,337	\$109,484	\$111,673

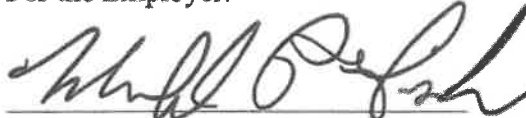
Staff Attorney	2024	2025	2026	2027
Start	\$93,600.00	\$95,472.00	\$97,381.44	\$99,329.07
6 Months	N/A	N/A	N/A	N/A
A	\$100,880.00	\$102,897.60	\$104,955.55	\$107,054.66
B	\$108,160.00	\$110,323.20	\$112,529.66	\$114,780.26
C	\$115,440.00	\$117,748.80	\$120,103.78	\$122,505.85
D	\$122,720.00	\$125,174.40	\$127,677.89	\$130,231.45
E	\$130,000.00	\$132,600.00	\$135,252.00	\$137,957.04
F	\$137,280.00	\$140,025.60	\$142,826.11	\$145,682.63

Administrative Support	2024	2025	2026	2027
Start	\$63,308	\$64,574	\$65,866	\$67,183
6 Months	\$65,772	\$67,087	\$68,429	\$69,797
A	\$68,235	\$69,600	\$70,992	\$72,412
B	\$70,699	\$72,113	\$73,555	\$75,027
C	\$73,270	\$74,735	\$76,230	\$77,755
D	\$75,520	\$77,030	\$78,571	\$80,142
E	\$77,030	\$78,571	\$80,142	\$81,745

ARTICLE 43 – COMPLETE AGREEMENT

- 43.1 This Agreement is entered into this 17th day of February 2024, between the Climate Jobs National Resource Center (hereafter the "Employer" or "CJNRC") and the International Brotherhood of Electrical Workers, Local Union No. 89, (hereafter the "Union").
- 43.2 This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement. 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.
- 43.3 This Agreement represents a complete and final understanding between the Employer and the Union, and it shall be effective as of February 17, 2024, and remain in full force and effect through 11:59 p.m. April 30, 2028, 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.
- 43.4 Notices permitted or required to be served by one (1) party upon the other party under the provisions of this Agreement shall be sufficiently served for all purposes herein, when sent via electronic mail with service to the Business Manager for service upon the Union and by email to the Employer's representative as designated by the CJNRC President for service upon the Employer. Each party shall promptly inform the other party of any change in the individual to receive notices pursuant to this Section.


For the Employer:


Michael P Fishman, President, CJNRC

Date

4/15/24

For the Union:


Richard Murray, Business Manager

Date

4/1/2024



MEMORANDUM OF AGREEMENT
Between
CLIMATE JOBS NATIONAL RESOURCE CENTER (CJNRC)
and
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL UNION 89

2024 HEALTH BENEFITS

This Memorandum will confirm that notwithstanding the fact that CJNRC (“the Employer”) and the International Brotherhood of Electrical Workers, Local 89 (“the Union”) have not yet reached a full tentative agreement on the Collective Bargaining Agreement, the Employer and the Union agree to implement the provisions in the Employer Proposal of December 8, 2023, to change from the current UHC/Oxford employee healthcare plan to a BCBS (Blue Cross Blue Shield) Empire EPO plan, effective January 1, 2024. (See attached BCBS Empire EPO plan description of benefits)

The Union shall have the option to reopen this MOA to bargain over CJNRC’s selection of an employee healthcare plan for 2025. To exercise this option, the Union shall provide written notice to the Employer no sooner than 120 days from the date of full ratification of the Collective Bargaining Agreement. In the event the Union chooses to reopen, all terms of this MOA shall remain in full force and effect unless and until an updated MOA is fully executed by the Parties. During the discussions, the Employer agrees to prioritize research to identify potential and available options to switch to a Preferred Provider Plan (PPO). The Employer further agrees to share relevant information regarding the costs and benefit levels of available PPO plans with the Union.

To offset out-of-network or legislatively unavailable health care costs to employees, the Employer agrees to reimburse up to a total of \$2500 per year, per employee for:

- **costs associated with necessary out-of-state travel and lodging in order to obtain abortion care. The request for reimbursement must be submitted with appropriate documentation of travel and lodging expenses;**
- **out-of-pocket costs associated with necessary out-of-state travel and lodging to obtain gender-affirming care. The request for reimbursement must be submitted with appropriate documentation of travel and lodging expenses;**
- **out-of-pocket costs associated with fertility treatment. The request for reimbursement must be accompanied by a receipt reflecting the amount of out-of-pocket expenses paid by the employee for which reimbursement is sought. The nature of the treatment and the name of the provider need not appear on the receipt submitted**
- **Other expenses for treatment by providers who are not included in the plan network. The request for reimbursement must be made with submission of a receipt noting only that is a request for reimbursement for care outside of the plan’s network, less the out-of-pocket co-pay required for those who used network providers, as described on the attached schedule of BC/BC plan coverage. (-For example, a request for reimbursement of a visit to an out of network primary physician will be reimbursed at a rate of the full amount less the \$5.00 co-pay required for in-network visits) The nature of the treatment and the name of the provider need not appear on the receipt submitted**

It is the Employer's intention that effective Jan 1, 2024, all active employees in the Climate Jobs bargaining unit who were enrolled in a 2023 United Healthcare plan on December 31, 2023, will move to the BCBS Empire EPO Plan at the same enrollment level.

This MOA reflects the complete agreement regarding the CJNRC's employee healthcare plan selection starting January 1, 2024. This MOA will be attached as an appendix to the final, ratified collective bargaining agreement. The Employer and the Union will continue to negotiate in good faith on other remaining terms and conditions, in accordance with the procedures established, with the intention of reaching a full tentative agreement for the Climate Jobs bargaining unit as expeditiously as possible.

For the Employer:

12/18/2023

Date

Mary Ann Collins

Mary Ann Collins
Lead Negotiator

For the Union:

12/18/2023

Date

Richard Murray

Richard Murray
Business Manager

MEMORANDUM OF AGREEMENT
between
CLIMATE JOBS NATIONAL RESOURCE CENTER (CJNRC)
and
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL UNION 89

Employer-Issued Equipment and Electronic Surveillance

This Memorandum of Agreement (MOA) will confirm that notwithstanding the fact that CJNRC (“the Employer”) and the International Brotherhood of Electrical Workers, Local 89 (“the Union”) have not yet reached a full tentative agreement on the Collective Bargaining Agreement, the Employer and the Union agree to implement the provisions in this MOA as of February 8, 2024.

1. All Employees will be provided and shall be required to utilize an Employer-issued laptop computer to conduct CJNRC business.
 - a. The Labor Management Committee (LMC) will annually review the type and specifications of the Employer-issued computer equipment with input from all staff.
 - b. Based on the recommendation of CJNRC’s IT consultant, Employer-issued laptops will have security, computer support, and remote-access software installed.
2. Within the first two months of the collective bargaining agreement, Employees hired prior to the Employer-issued laptop distribution shall be reimbursed up to \$750 to buy home office equipment, considering many existing Employees spent their original \$1,500 home office set-up stipend on computer devices.
3. The Employer will provide, at the request of Employees to their supervisor or the Operations Department, additional equipment (i.e. monitor, keyboard, and mouse), software, and/or different laptop configurations where such upgrades are necessary to do their work.
4. The Employer will not utilize keystroke or screen monitoring technologies, productivity tracking software (e.g., Keylogger), algorithmic or automated management tools. The Employer will not track via GPS or other tracking device the movements or location of Employees (except to the extent necessary to locate a lost or stolen laptop). The Employer will not make use of a laptop’s camera or recording device without the informed consent and mutual agreement of the Union.
5. The Employer will not view, examine, or monitor Employee’s social media unless related to a work-related investigation.
6. Information that may be available to the Employer from the CJNRC-provided laptops through the security, computer support, and remote-access software, shall be used for safety and security purposes only and is not intended to invade the privacy of Employees. Such information will not be used for any other reason, such as, but not limited to:
 - a. Employee discipline (except in situations where an employee is knowingly utilizing the computer in a way that risks that the security of CJNRC’s system and data infrastructure)
 - b. Productivity monitoring
 - c. Employee review or evaluation

- d. Random or individual Employee audits
 - e. Aiding a criminal investigation (unless a proper warrant has been furnished)
 - f. Leave or disability benefit determinations
7. Nothing in this Agreement is intended to affect any change in the administrative rights and CJNRC's use of those rights with respect to the Google Workspace system utilized by CJNRC staff.

For the Employer:



Mary Ann Collins, Lead Negotiator

02/15/2024

Date

For the Union:



Richard Murray, Business Manager

02/14/2024

Date