
CONTRACT

between

Communications Workers of America Local 6186 (TSEU)

and

Las Americas

September 1, 2023 through August 31, 2026

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ARTICLE 1-RECOGNITION

The Center recognizes the Union as the sole and exclusive collective bargaining representative in matters relating to wages, hours, and working conditions for all full-time and regular part-time employees in the following job classifications: Receptionist, Legal Assistants (previously referred to as paralegals), Staff Attorneys, Accredited Representatives (aka Program Coordinators), Client Empowerment Specialist, and Support Coordinator. Excluded from the bargaining unit are all other personnel performing work for or on behalf of the Center, specifically including the following job classifications: Volunteers, Interns, Custodians, Executive Director, Deputy Director, Executive Operations Manager, Financial Operations Manager, Supervising Attorney, Part-time Contract Attorneys, Fellows, Strategic Advisor to Executive Director, Director of Legal Services, Mexico Director of Strategic Initiatives, and all other employees, confidential employees, temporary contract workers, guards and supervisors as defined in the Act.

ARTICLE 2-MANAGEMENT RIGHTS

Section 1. Reserved Rights. The Center retains and possesses all rights and powers not expressly limited by some written provision of this Agreement, including but not limited to the exclusive right to direct the working force; the right to plan, direct, expand, reduce and control operations; to hire, transfer, discipline and discharge employees; to relieve employees of duty; the right to introduce any new or improved methods, procedures, equipment or facilities; to establish, modify and enforce rules and regulations for the operation of the business and for the orderly conduct of employees; determine or change methods of doing business; create new jobs or job classifications; discontinue, realign or consolidate existing job classifications and determine the particular jobs or occupations to be filled; terminate, merge, transfer, sell or otherwise dispose of

the business in whole or in part, its assets or any part thereof; select and determine the number or type of employees required and their qualifications; establish and maintain job requirements, standards and schedules of production; establish and administer a policy requiring employee (and others performing work for the Center) submission to alcohol and drug testing; to promote employees to positions outside the bargaining unit; to subcontract any work deemed advisable; and the right to take on work from whatever source is available.

Notwithstanding anything in the preceding clause, the Employer agrees that it will give the Union notice before adopting or changing any rule, policy, or practice having a significant impact upon one or more members of the bargaining unit.

ARTICLE 3-BARGAINING UNIT WORK

The parties recognize that from time to time it is necessary for supervisors and other non-bargaining unit personnel and/or employees to perform work ordinarily performed by employees covered by this Agreement. Accordingly, nothing in this Agreement shall be construed to limit the Center's right to make such assignments.

ARTICLE 4-UNION MEMBERSHIP AND DUES CHECKOFF

Section 1. Membership Voluntary. Membership in the Union shall be voluntary on the part of employees. Neither the Union, employees nor the Center shall in any way, either directly or indirectly, threaten, coerce or intimidate employees into either joining or refusing to join the Union.

Section 2. No Discrimination by Union. The Union, its officers, representatives, members, and other employees covered by this Agreement, shall not discriminate against any employee because of his or her membership or non-membership in the Union or because of such

employee's race, color, religion, national origin, sex, age or disability.

Section 3. No Discrimination by Center. The Center shall not discriminate against any employee because of his or her membership or non-membership in the Union or because of such employee's race, color, religion, national origin, sex, age or disability.

Section 4. Relief Available. In view of the non-binding nature of arbitration awards on courts and Governmental Agencies, the parties agree that any complaint or grievance based in whole or in part on alleged discrimination because of race, color, religion, national origin, sex, age or disability, shall not be subject to the arbitration provisions of this Agreement.

Section 5. Employee Authorization. The Center agrees to deduct dues and or voluntary COPE from the wages of each employee covered by this Agreement, upon receipt of a voluntary, written authorization signed by the individual employee which shall be irrevocable for a period of not more than one year or until the termination date of this Agreement, whichever occurs sooner, Union initiation fees and periodic dues uniformly required as a condition of membership in the Union in such amounts as shall be certified to the Center in writing by the Union.

Section 6. Date of Deduction. Such deductions will be made by the Center from the wages of employees in a fixed amount (not percentage) on the first payday of each calendar month and will be transmitted to the Union with a statement listing the employees whose dues and/or initiation fees have been checked off. For a deduction to be made in any month, the Center must have received a written authorization no later than ten (10) days before the end of the first payroll period in the month.

Section 7. Limitation of Liability. It is expressly understood that the Center assumes no

liability in connection with the deduction of Union dues and/or initiation fees and that the Union shall indemnify and hold the Center harmless against any and all claims, demands, suits or other forms of liability that arise out of the making of such deductions.

ARTICLE 5- UNION REPRESENTATIVES

Section 1. Union Stewards. The Center agrees to recognize two (2) Stewards as designated by the Union. Immediately upon the designation of such Stewards, the Union shall notify the Center in writing of the employee's name and the Center shall not be required to recognize any employee as Steward other than the ones whose names have been furnished to the Center.

Section 2. No Union Activity on Working Time. There shall be no Union activity by any employee, including Union Stewards, on Center time except as provided in Section 3 below. The investigation of an alleged grievance shall be conducted by the Steward during his or her non-working time and the non-working time of the employee or employees involved.

Section 3. Grievance Processing on Center Time. One (1) Union Steward and the Grievant, who shall be required to attend, shall be permitted to present a grievance on Center time at the first and second steps of the grievance procedure only without loss of pay.

ARTICLE 6. LABOR MANAGEMENT RELATIONS COMMITTEE

Section 1. Purpose. The Center, jointly with employees selected by the Union, shall establish a Labor Management Relations Committee ("Committee") to assist with personnel and other mutual problems. The purpose of the Committee shall be to foster improved communication between the Center and the staff and to improve working conditions and client and employee satisfaction. The Committee shall meet to discuss a mutually agreed agenda which may include

methods of improving labor relations, productivity, safety, and health problems of a continuing nature, or other problems which have an impact on conditions of employment; provided, however, these sessions are not for the purpose of discussing pending grievances or for collective bargaining on any subject.

Section 2. Function and Size. The function of the Committee shall be limited to an advisory rather than a decision-making capacity. The Committee will recommend solutions to identified problems. The Committee shall be established on a permanent basis and shall consist of not more than two (2) representatives of Center management and not more than two (2) bargaining unit employees, with not more than one (1) employee from each job classification and/or unit.

Section 3. Meetings. The Committee shall meet not less than monthly or as often as mutually agreed. The Committee shall operate under guidance of co-chairs, one to be selected by the Center and one by the Union. The co-chairs shall prepare a common written agenda for each meeting to be distributed to all Committee members at least three (3) days in advance of the meeting; however, failure to place an item on the agenda shall not preclude the Committee from addressing any issue.

Section 4. Committee Member Compensation Guarantee. If an employee's attendance at a Committee meeting occurs during an employee's regularly scheduled hours of work and the employee would have otherwise been scheduled to work, the employee shall be permitted to attend without loss of pay.

ARTICLE 7-EMPLOYEE RIGHTS IN DISCIPLINARY INTERVIEWS

Section 1. Right and Request. The Center recognizes that bargaining unit employees have a legal right to union representation during certain "investigatory" interviews. To request this

right, an employee must make a clear request for Union representation before or during the interview. There will be no retaliation against an employee for making such a request.

Section 2. Definition. An "investigatory" interview is one in which management questions an employee to obtain information which could be used as a basis for discipline or discharge. If an employee has a reasonable belief that an interview may result in discipline or discharge, the employee has the right to request Union representation.

Section 3. Choice of Representative. An employee may choose his or her own representative, who may be a Union representative or a fellow employee. The Center will honor the employee's selection so long as it does not unduly interfere with the Center's ability to conduct its investigation (such as having to wait a long time for the representative to appear). Non-employees, such as a family member, private attorney, etc. may not be selected unless the individual is an officer or business agent of the Union. The representative is entitled to provide advice and active assistance to employees during investigatory interviews but may not speak for the employee.

ARTICLE 8-SENIORITY

Section 1. Seniority Defined. Two types of seniority are recognized:

- A. Center seniority, which is the entire length of time an employee has worked for the Center. Center seniority shall be used for benefit purposes only.
- B. Position seniority, which is an employee's length of continuous employment in a job classification covered by this Agreement. Position seniority shall be used for all purposes other than entitlement to benefits.

When two or more employees are hired on the same day their seniority shall be determined

by the order of birthdays.

Section 2. Probationary Period. All new employees shall be on probation for the first six (6) months of actual work during which time they may be disciplined or discharged without a reason being assigned and without recourse by the employee or Union to the grievance and arbitration provisions of this Agreement. The probation period may be extended by the Center for an additional sixty (60) days. Upon completion of the probationary period, new employees will be added to the seniority lists with a seniority date retroactive to their most recent date of hire.

Section 3. Seniority List. The Center will maintain a seniority list of employees covered by this Agreement showing each employee's name, payroll number, date of hire, Position seniority; and classification. Copies of such lists will be updated every six (6) months and provided to the Union upon request.

Section 4. Transfers Out of Bargaining Unit. When an employee covered by this Agreement is promoted or transferred to a job outside the bargaining unit, the employee shall continue to accrue seniority. If the employee decides within sixty (60) days of actual work that he or she wants to return to the bargaining unit, the employee shall be returned to his or her former job. If an employee remains out of the bargaining unit for more than sixty (60) days of actual work, the employee may, in the Center's sole discretion, be returned to his or her former job.

Section 5. Loss of Seniority. The following will result in the loss of seniority:

- a. Voluntary quit
- b. Discharge for cause
- c. Layoff without recall for more than thirty (30) days
- d. Failure to return from layoff within five (5) days after being recalled

- e. Failure to report for work after the expiration of an approved leave of absence
- f. Absence for two (2) consecutive days without notification
- g. Absence in excess of twelve (12) weeks for any reason other than military service.

ARTICLE 9 - JOB CLASSIFICATIONS AND PROMOTIONS

Section 1. Job Classifications. The existing job classifications are set forth in Appendix A to this Agreement. The Center reserves the right to create new job classifications, eliminate and/or consolidate existing ones, and the sole right to determine which jobs will be filled. When new jobs are created and/or existing job classifications are consolidated, the Center agrees to notify the Union and discuss the new or consolidated job and the proposed wage/salary rate. Any disagreements regarding the new or consolidated job classifications and wage/salary rate shall be subject to the grievance procedure but shall not be subject to the arbitration provision. Nothing in this Agreement shall be construed as requiring the Center to fill any of the job classifications listed in Appendix A.

Section 2. Job Bidding. Permanent vacancies in each job classification in the bargaining unit which the Center decides to fill shall be posted for Center-wide bidding for five (5) consecutive days. Job posting will normally be announced by email to all Center employees or by posting on the Center's website. Employees desiring to bid on the job shall provide, in accordance with the posting, whatever information they feel qualifies them for the job including name, department, job classification, education, and previous experience. The Center shall determine if any of the employees bidding on the job are qualified by considering the following factors:

- (a) present skill and ability to perform the work;
- (b) previous experience, knowledge, and training;
- (c) attendance and work record;
- (d) the Center's ability to replace employee in his/her current position; and
- (e) Center seniority.

Section 3. Work Assignments and Filling Temporary Vacancies. In assigning work, including filling temporary job vacancies, the Center will assign the employee to the job it believes is most qualified based upon the following factors: (1) skill and ability to perform the work without training; (2) previous experience, knowledge, and training; and (3) attendance and work record. Nothing in this Agreement shall require the Center to pay overtime to fill a temporary vacancy when a qualified employee is available for such work at no or less overtime pay. Similarly, nothing in this Agreement, is intended to require the Center to fill all job vacancies, whether temporary or permanent, when not required by operating conditions at the time.

Section 4. Job Descriptions. Written job descriptions will be developed by the Center for all employment positions in the bargaining unit outlining the principal duties and task of each position. Reasonable efforts will be made to keep the job descriptions up to date.

ARTICLE 10-REDUCTION IN FORCE

Section 1. Layoff and Recall. In the event the Center determines that a reduction in force is necessary, whether in a job classification or across job classifications, employees will be selected for layoff based upon the following factors: (1) skill and ability to perform the available work at a level of efficiency acceptable to the Center without training; (2) previous experience, knowledge and training; (3) attendance and work record; and, if the foregoing factors are relatively equal,

(4) Position seniority. The Center will provide as much advance notice of layoff as is reasonably possible given the circumstances necessitating the layoff.

Section 2. Seniority During Layoff. Seniority shall not accrue during layoff.

Section 3. Recall From Layoff. During a layoff it is the responsibility of the employee to keep the Center informed of his or her current address and where he or she may be notified in the event work becomes available. Failure to do so will result in the forfeiture of recall rights. In the event work becomes available, employees will be recalled in accordance with the factors listed above. Any employee notified of recall shall have five (5) days in which to report for work. Failure to report to work within such time shall result in a forfeiture of recall rights. An employee will be deemed to be notified on the date contact by telephone, email, or text message is made or the date a letter is mailed to his or her last known address.

ARTICLE 11-NO STRIKE OR LOCKOUT

Section 1. No Strikes. There shall be no strikes, slowdowns, stoppages, overtime boycotts, picketing, or any other form of cessation of or interference with the Center's operations by the Union or employees during the term of this Agreement, regardless of whether such conduct is based upon claimed or real unfair labor practices committed by the Center or because of an alleged violation of this Agreement, whether or not subject to the grievance and arbitration provisions, or because of any other labor dispute whether or not the Center is involved.

Section 2. Picket Lines. The parties recognize the important nature of the Center's business and their responsibilities to insure that there is no interference with the operations of the Center during the term of this Agreement. Therefore, the Union agrees that it will not refuse to enter the premises of the Center or permit any member of the Union to picket the Center for any

reason or refuse to encourage its members to continue working in the event such picketing occurs. The Union guarantees to support the Center fully in maintaining operations in every reasonable way.

Section 3. Employee Violation of this Section. Any employee or employees who violate the terms of this Section shall be subject to disciplinary action up to and including discharge. The Center may discipline any or all employees violating the terms of this Section in varying degrees without such discipline being considered discriminatory. Any disciplinary action imposed by the Center for a violation of this Section shall be subject to the arbitration provisions of this Agreement only with respect to the question of whether such employee or employees participated in a violation of this Section and not with respect to the penalty imposed.

Section 4. No Lockouts. There shall be no lockouts by the Center during the term of this Agreement. The term "lockout" shall not include the laying off of employees because of lack of work, lack of funding, changes in how work is performed or because of a strike or picketing by non-bargaining unit employees or any other reason or reasons beyond the Center's control.

ARTICLE 12-HOURS OF WORK

Section 1. No Guarantee of Hours. This Article defines the normal hours of work for all employees and provides a basis for calculating overtime pay. It shall not be construed as a guarantee of any number of hours of work per day or per week, or of any number of days per week.

Section 2. Workweek and Workday. The normal workweek is Monday through Friday from 8:30 a.m. to 5 p.m. with a 30 minute lunch break. The normal workday shall commence at the scheduled starting time of each employee and continue thereafter for twenty-four (24) consecutive hours.

Section 3. Normal Working Hours. The normal working hours shall be eight (8) hours per day, forty (40) hours per week, Monday through Friday. It is understood and agreed, however, that the Center reserves the right to schedule employees for more than eight (8) hours a day and more or less than five (5) days a week when necessary to meet operational requirements or comply with grant, budgetary, or contractual requirements.

Section 4. Work Schedules. The work schedules for each job classification, including the number of hours to be worked, shall be determined by the Center in its sole discretion based upon the needs of the business. Once determined, the Center reserves the right to change the work schedule to meet operational needs.

Section 5. Reporting Hours Worked. All employees covered by this Agreement must report to his or her supervisor each day by telephone, email, or any other manner determined by the Center, the following: (a) time they begin work, (b) time leaving and returning from lunch, and (c) the time they stop work. Hours in excess of forty (40) must not be worked unless approved in advance by the employee's supervisor. The Center will inform employees of the manner and method of recording and reporting hours worked which may include the use of an electronic time keeping system.

Section 6. "Comp" Time. The Center may utilize compensatory time off if needed to keep an employee's work hours below 40 in a workweek. Requests for "comp" time off must be approved by either the Legal Director or the employee's Administrative Supervisor and must be taken in the same work week as when the extra hours were worked if the employee is non-exempt or the same pay period if the employee is exempt from overtime under the Fair Labor Standards Act.

Section 7. Lunch Periods. Lunch periods shall be as determined by the Center to avoid any interruption of work. However, except in emergencies, no employee shall be required to work more than five (5) consecutive hours beyond the start of their workday without being allowed to eat lunch. Lunch periods shall be unpaid.

ARTICLE 13 - OVERTIME AND OVERTIME PAY

Section 1. Overtime Required. Employees shall work all hours scheduled or as directed by the Center unless excused because of illness, disability or justifiable reasons. Failure to do so will result in disciplinary action.

Section 2. Overtime Rate. Overtime pay at the rate of one and one-half (1-1/2) times an employee's straight time hourly rate will be paid for all hours actually worked in excess of forty (40) hours in a workweek for employees who are not exempt from overtime pay under the Fair Labor Standards Act (FLSA).

ARTICLE 14-HOLIDAYS

Section 1. Holidays Observed. The following days shall be observed as holidays:

- New Year's Holidays (December 31 to January 1")
- Martin Luther King Day (3" Monday in January)
- President's Day (3" Monday in February)
- Cesar Chavez Day (March 31)
- Good Friday (Friday before Easter Sunday)
- Memorial Day (last Monday in May)
- Juneteenth (June 19)
- Independence Day (July 4)
- Labor Day (1" Monday in September)
- Indigenous Peoples' Day (2" Monday in October)
- Veteran's Day (November 11)
- Thanksgiving Day (4 Thursday in November)
- Thanksgiving Friday (4" Friday in November)
- Christmas Holidays (December 23 to December 25)

Section 2. Holiday Pay. Regular full-time employees eligible for holiday pay shall receive eight (8) hours pay at their straight time hourly rate of pay if paid hourly or their regular salary if not paid hourly for each of the holidays listed in Section 1. To be eligible for holiday pay, an employee must work the day before and the day after the holiday. Part-time employees are not eligible for holiday pay.

Section 3. Substitute Holidays. The Center reserves the right to substitute another day for any of the holidays listed in Section 1.

Section 4. Not Counted for Overtime. Time paid as holiday pay shall not be counted in determining if an employee has worked in excess of forty (40) hours in a workweek.

Section 5. Weekends. In the event a designated holiday falls on a weekend, it shall be observed on either the Friday before or Monday afterward as decided by the Center.

Section 6. Holiday During Vacation. If a holiday falls during an employee's vacation, the employee will be paid for the holiday as well as vacation pay.

ARTICLE 15 - VACATION

Section 1. Length of Vacations. All full-time employees covered by this Agreement shall be eligible for the following paid vacation time off:

- a. After 90 days - five (5) work days.
- b. After one (1) year- eight (8) work days
- c. After two (2) years but less than (8) years -- fifteen (15) work days per year d.

After eight (8) years -- twenty-one (21) work days per year

Part-time employees shall not be entitled to paid vacation time off.

Section 2. Vacation Pay. Vacation pay shall be based upon each employee's regular

straight time hourly rate of pay or salary at the time the vacation is actually taken. Unused vacation may not be carried over from year to year.

Section 3. Vacation Schedule. The vacation schedule will be determined by the Center.

Employees may inform the Center of their preferred vacation periods by filling out a form provided by the Center for this purpose. The request form should be submitted at least two (2) weeks before the requested starting time of the vacation so adequate coverage can be scheduled. The Center will consider the time requested by employees for vacation but reserves the right to schedule an employee's vacation at other times if necessary for Center operations. The Center will not pay employees in lieu of not taking vacation.

Section 4. Vacation Time Designation. The Center reserves the right to determine, in its sole discretion, to designate as vacation time a specific time period, either for the entire workforce or job classifications. In the event the Center elects to designate a vacation time period, such time shall be considered vacation time for employees designated by the Center. The Center agrees to give as much notice as is reasonably possible under the circumstances whenever it is decided to designate a vacation time.

Section 5. Vacation Pay Upon Termination. All earned/unused vacation at time of termination will be paid to the employee on the regular payroll check following the date of termination.

ARTICLE 16 - PAID SICK/PERSONAL LEAVE

Section 1. Amount of Sick/Personal Leave. Full-time employees shall be entitled to twelve (12) days of paid time off for sickness or to take care of personal matters each year. Part-time employees (those regularly scheduled for less than 30 hours a week) shall not be entitled to

sick/personal leave.

Section 2. Notification. Employees desiring to use Sick/Personal Leave must request the leave from their supervisor as soon as possible but no later than the day before the employee desires to be off. If the illness or personal matter is to last more than one day, the employee must inform their supervisor each day they intend to be off work. The Center reserves the right to require any employee to provide medical documentation verifying the reason for any time off for sickness or illness.

Section 3. Paid Time Off. Sick/Personal Leave will be paid at the regular straight time hourly rate for employees paid by the hour and at the salary rate for salaried employees.

ARTICLE 17 - BEREAVEMENT LEAVE

Section 1. Time Off. Full-time employees are entitled to up to five (5) consecutive days off with pay to make arrangements and attend the funeral in the event of a death in their immediate family member. "Immediate family" means an employee's spouse, partner, children, stepchildren, parents, grandparents, grandchildren, brothers, sisters, or any other relative permanently residing in the employee's household.

Section 2. Travel. In the event the employee is required to travel to attend funeral services and additional time off is needed, the employee will be allowed to use available vacation time or personal time off. If these are not available, the employee may request unpaid time off.

Section 3. Proof of Death. Employees shall, upon request, list the names of their immediate family with the Center and provide satisfactory proof of death to be eligible for Bereavement leave.

ARTICLE 18- WAGES AND HEALTH & WELFARE

Section 1. Wage Rates. The current wage rates and salaries for the job classifications covered by this Agreement are set forth in Appendix A. These rates and salaries reflect the increases implemented in February 2022 and shall remain in effect during the term of this Agreement unless changed in accordance with the Wage Reopener provision included in this Agreement.

Section 2. Health Insurance. The Center currently has in effect a medical, dental, and vision plan through BlueCross BlueShield. The benefits provided are as set forth in the plan documents. The Center agrees to continue these plans in effect during the term of this Agreement subject to available funding.

Section 3. Administration of Plans. It is expressly understood that these benefit plans will continue to be unilaterally administered by the Center and that the Center may, in its sole discretion, change the form of administration, change insurance carriers, if any, and make other changes necessary to the administration of the plans. The Center agrees to notify the Union of any planned changes in the provisions of the plans prior to the effective date of the planned change.

Section 4. Eligibility. Employees covered by this Agreement will become eligible for participation in the benefit plans referred to in Section 2 in accordance with the eligibility provisions of each Plan. However, individuals performing work for the Center but not employed directly by it, including but not limited to, Fellows, shall not be eligible for participation in these plans.

Section 5. Payment of Benefits. Eligibility for and the payment of benefits under the foregoing plans shall be determined solely by the Center or insurance carrier, if any. However, the Center will continue benefit coverage for employees on an approved medical leave of absence

because of illness or disability for up to thirty (30) days. Thereafter, the employee may, if desired, elect to continue such coverage during the remainder of the leave of absence by informing the Center of such desire and paying the cost of such coverage as determined by the Center. No dispute, grievance, or question arising from the administration, application or interpretation of these plans is subject to the grievance and arbitration provisions of this Agreement. All such disputes shall be resolved in accordance with the dispute resolution provisions contained in each plan.

Section 6. Payment of Costs of Coverage. The monthly cost for individual employee coverage under the various insurance benefits provided shall be shared by the employee and Center on the same basis as in effect on the effective date of this Agreement (Center paying \$245 per month and employee paying the remaining cost). Cost of dependent coverage, if elected, will be paid by the employee electing the coverage. In the event the cost of the insurance increases, the increase shall be paid by the employee.

ARTICLE 19 -LEAVES OF ABSENCE

Section 1. Medical Leaves of Absence. After six (6) months of employment, full-time employees covered by this Agreement (except Fellows) shall be entitled to a leave of absence for medical reasons for themselves and immediate family members (spouse, domestic partners, parents, children (adopted or biological), including pregnancy, up to a total of twelve.(12) weeks in any one year, upon submission of medical documentation supporting the need for the leave of absence. The first four (4) weeks of the leave shall be paid and any remaining leave time will be unpaid. The first two (2) week of leave for a family member will be paid and the remaining leave will be unpaid. During such leaves of absence, the Center may require periodic reports from the

employee and/or his or her doctor confirming the employee's inability to work. Seniority shall continue to accrue during the leave of absence. Failure to return to work at the end of a leave of absence, or upon the expiration of twelve (12) weeks, shall be considered a voluntary quit. Employees terminated for failure to return to work by the end of twelve (12) weeks, may reapply for employment when released to work by their health care provider.

Section 2. Personal Leaves of Absence. The Center may, in its discretion, grant employees an unpaid personal leave of absence of up to four (4) weeks for reasons and under conditions acceptable to it.

Section 3. Military Leaves of Absence. An employee who enters active service in the Armed Forces of the United States will be given a military leave of absence in accordance with applicable law. Seniority shall accrue during such leave and reinstatement upon expiration of the leave will be in accordance with existing law provided the employee makes application for reemployment within the time limits specified by law.

ARTICLE 20 - JURY DUTY

Section 1. Excused Time Off. An employee called for jury duty shall be excused from work for such duty, provided a copy of the jury summons is presented to the Executive Director at least three (3) days (not counting Saturdays, Sundays or holidays) in advance of the time the employee is to report for jury duty.

Section 2. Paid Time Off. Employees attending jury duty will be paid for hours scheduled but not worked during the first two (2) weeks of jury duty. Additional time spent by employees on jury duty shall be unpaid.

Section 3. Reporting Back to Work. Employees released from jury duty shall report to

work on any day he or she is released from jury duty and four (4) hours or more remain in the employee's workday.

ARTICLE 21 - DISCIPLINE AND DISCHARGE

Section 1. Probationary Employees. The Center may discipline or discharge an employee during the probationary period or any extensions thereof without assigning a reason and such discipline or discharge shall not be subject to the grievance and arbitration provisions of this Agreement.

Section 2. After Probationary Period. The Center may discharge, suspend, demote, issue verbal or written reprimands, or take any other disciplinary action against any employee who has completed the probationary period for just cause. Just cause for immediate discharge shall include but not be limited to stealing, fighting, drinking on Center's premises, falsification of application or other records, insubordination, failure to report an accident or injury, absenteeism, carelessness causing damage or injury, loss of any required work qualification requirement or authorization, misuse of Center funds or grants, and violation of work or safety rules. In less serious cases of work performance, the Center will follow progressive discipline beginning with a verbal warning to provide employees with an opportunity to improve their performance. The Center reserves the right, however, to skip any progressive disciplinary step depending on the seriousness of the conduct.

ARTICLE 22 - GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Definition of Grievance. The term "grievance" as used in this Agreement means only a dispute involving the proper interpretation or application of a specific provision of this Agreement or a claim that an employee has been disciplined or discharged without just cause. No complaint based upon facts or events occurring prior to the effective date of this Agreement shall be considered or adjusted under this Article.

Section 2. Processing of Grievances. The following procedure shall be followed in processing grievances:

Step 1 Any employee having a grievance shall first take the matter up orally with his or her supervisor within ten (10) working days of the occurrence of the original event giving rise to the grievance. The employee or the Supervisor may request that the Union steward be present. The Supervisor shall give a verbal answer within ten (10) working days.

Step 2 If the grievance is not settled in Step 1, the grievance shall be reduced to writing on a form provided by the Union and submitted to the Executive Operations Officer within five (5) working days following the Supervisor's answer in Step 1. Thereafter, a conference will be scheduled between the Executive Operations Officer, the employee involved and a Union representative. The Executive Operations Officer will give a written answer within five (5) working days following such conference.

Step 3 If the grievance is not settled in Step 2, the Union may within five (5) working days after receipt of the Center's answer in Step 2, request in writing a meeting with the Center's Executive Director. Upon such request, a conference will be scheduled within ten (10) working days between the Center Executive Director and an Official of the Union to discuss the grievance. The Center will give a written answer to the grievance within five (5) working days following such conference.

Section 3. Time Limits. Any grievance not submitted to the Center within ten (10) working days of the original event giving rise to the grievance shall be considered abandoned. Any grievance not appealed within the time limit specified in this Agreement shall be considered settled on the basis of the Center's last answer and may not be further appealed or made the basis

for any action either under this Agreement or otherwise.

Section 4. Request for Arbitration. If the decision of the Center in Step 3 of the Grievance Procedure is unsatisfactory to the Union, it may be appealed to arbitration provided that written notice of intent to arbitrate is given to the Center within ten (10) working days after receipt of such decision. This written request must state the nature of the grievance, the issues involved, the specific contract provisions alleged to have been violated, the Union's position concerning its interpretation of the Agreement, and the remedy desired.

Section 5. Selection of Arbitrator. Simultaneous with the notice provided for in Section 4, the party desiring arbitration shall request a panel of seven (7) arbitrators from the American Arbitration Association. The selection of the arbitrator shall be in accordance with the Voluntary Labor Arbitration Rules then obtaining of the American Arbitration Association. The parties shall alternately strike names until only one name remains on the list, with the party requesting arbitration striking the first name.

Section 6. Arbitration Hearing. As soon after selection as is reasonably practicable, the neutral arbitrator shall set a time and place for hearing the parties, in El Paso County, Texas, and at the hearing both the Center and the Union shall be permitted to have representatives present and to present evidence and argument to the neutral arbitrator. Each party shall have the privilege of cross-examining witnesses presented by the opposite party. The neutral arbitrator shall render a decision in writing within thirty (30) days after completion of the hearing, unless an extension of time is mutually agreed to by the Center and the Union. A decision by the neutral arbitrator shall be final and binding upon both parties.

Section 7. Scope of Arbitration. The Center agrees to submit to arbitration, under the

terms of this Article, grievances which meet each of the following conditions:

- a. The grievance involves either (1) a specific claim of a violation by the Center of an express provision of this Agreement, which raises a bona fide issue regarding the proper application or interpretation of such provision; or (2) a claim by an employee that he or she has been discharged or otherwise disciplined without just cause;
- b. The grievance designates specifically the express provision of this Agreement alleged to have been violated and the manner in which it allegedly was violated; and
- c. The grievance was filed in writing during the life of this Agreement and processed in the manner and within the time limits prescribed and duly signed by the grievant.

Section 8. Authority of the Arbitrator. The sole function of the neutral arbitrator shall be to interpret the express provisions of this Agreement and apply them to the specific facts of a grievance which is subject to arbitration. The arbitrator shall have no power or authority to change, amend, modify, supplement, fill in or otherwise alter this Agreement in any respect, to render any decision or provide any remedy with respect to any grievance or alleged contract violation arising before the date of this Agreement or after its expiration; or to substitute his judgment for that of the Center in the absence of a clear abuse of discretion by the Center. The express terms of this Agreement shall be the sole source of rights and/or obligations adjudicated or declared by the

arbitrator. In no event shall any award be made retroactive beyond the ten (10) working day period referred to in Step 1.

fee and expenses) shall be shared equally by the parties. However, each party shall be responsible for its own expenses, including any fees associated with the

Section 9. Expenses of Arbitration. The expenses of the arbitration (fees and arbitrator's

attendance of witnesses, attorney, and

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the cost of a transcript if requested. If a transcript is requested by either party, the other party shall pay its share of the cost if used by that party.

Section 10. Exclusive Remedy. The grievance and arbitration procedure set forth in this Article shall be the sole and exclusive remedy available to employees for any alleged violation of this Agreement.

ARTICLE 23 -BULLETIN BOARDS

The Center agrees to provide a bulletin board in a place designated by the Center for the exclusive use of the Union for the purpose of posting notices or bulletins. It is understood that nothing of a controversial or political nature shall be posted on the board.

ARTICLE 24 -FELLOWS

The Center currently uses fellowships to provide opportunities for scholars; activists, and others to participate in and work with the Center to advance its mission. While performing work for the Center, the Fellows (i) may be paid and have benefits provided by an outside organization, (ii) may be paid by the Center with funds provided by an outside organization, or (iii) may be compensated by some combination of these funding methods. The Union understands the Center's need for access to Fellows and agrees that the Center may continue using these funding methods for Fellows. It is also agreed that a Fellow will not be entitled to duplicate benefits from an outside organization and the Center. For example, if a Fellow is provided vacation benefits from an outside source, he or she will not be entitled to the vacation benefits provided by this Agreement.

It is also understood and agreed that the selection, acceptance, or non-acceptance of a Fellow, as well as the scope and duration of their work, shall be decided and determined by the Center in its sole discretion.

ARTICLE 25 - VOLUNTEERS

The Center, as a non-profit, has always performed work and delivered services through the use of volunteers. A volunteer is anyone who donates employees, or any individual who donates time, in any capacity, to the Center, without compensation from the Center. Nothing in this Agreement shall limit in any way the Center's right to use and retain volunteers to perform work in furtherance of the Center's mission, including the performance of bargaining unit work, and such volunteers shall not be subject to this Agreement.

ARTICLE 26 - COMPLETE AGREEMENT

Section 1. Bargaining During Duration of Agreement. It is expressly understood and agreed that both parties were presented with an opportunity to discuss and negotiate on all issues concerning the wages, hours and working conditions of employees covered by this Agreement. Accordingly, during the term of this Agreement, neither the Union nor the Center shall be required to bargain on any change in any provision of this Agreement or any existing or new matter not specifically included in the Agreement.

Section 2. Sole Source of Rights. This Agreement constitutes the entire contract between the Center and Union and shall be the sole source of any and all rights or claims which either party may assert against the other.

ARTICLE 27 - DURATION OF AGREEMENT

Section 1. Duration. This Agreement shall be effective as of September 1, 2023 and shall remain in full force and effect until midnight of August 31, 2026, a period of three (3) years, and shall thereafter automatically renew itself from year to year unless written notice is given by one party to the other at least sixty (60) days prior to August 31, 2026 or any succeeding yearly

termination date.

Section 2. Notices. Any notices given by either party under this Article shall be by registered mail, return receipt requested.

Section 3. Termination of Agreement. In the event the notice referred to in Sections 1 and 2 is given by either party, this Agreement shall expire on its expiration date.

ARTICLE 28 -- WAGE REOPENER

Section 1. Wage Reopener. The Union may reopen Article 18 of this Agreement relating to wage rates by giving written notice to the Center on or before May 31, 2025 (the Center's fiscal year is July 1 to June 30) of its desire to discuss the wage rates for employees in the bargaining unit. In the event such notice is given, the only topic to be discussed will be wage rates and salaries for bargaining unit members. All other provision of the Agreement will remain in effect during the course of such discussions except Article 11, No Strikes and Lockouts, which shall also be considered reopened during the negotiations.

Section 2. Duration of Negotiations. The reopener for negotiations over wages shall be for a period of sixty (60) days during which time the parties agree to negotiate in good faith and without any undue delay. If no agreement is reached during this 60 day period the parties agree to request and participate in mediation through the Federal Mediation and Conciliation Service (FMCS).

APPENDIX A

Job Classification	Wage/Salary
Receptionist	\$12-\$15
Legal Assistant	\$35,000- \$42,000
Staff Attorney	\$63,000 -\$68,000
Accredited Representative	\$42,000- \$50,000
Client Empowerment Specialist	\$35,000-\$42,000
Support Coordinator	\$32,000 - \$36,000

Communications Workers of America

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November 17th, 2023

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