

The Collective Bargaining Agreement
Between



Breach United (CWA Local 7901)

&



Breach Collective

January 1, 2023 – January 31, 2025

**Collective Bargaining Agreement Between
Breach Collective and Communications Workers of America Local 7901**

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Article 1 – Recognition

The Employer hereby recognizes CWA Local 7901 as the sole and exclusive bargaining representative for all employees, excluding supervisory, managerial, confidential employees and contractors.

Article 2 – Duration

2.1 All provisions of this Agreement will become effective upon ratification and will remain in full force and effect until the last day of the month 24 months following its ratification.

2.2 Should either party wish to modify or terminate this Agreement, it shall serve written notice no sooner than 120 days before the expiration date of the Agreement and no later than 90 days before the expiration date of the Agreement. Negotiations will begin at a time agreed upon by the parties.

Article 3 – Union Security

3.1 All employees covered by this Agreement must, by the thirty-first day of employment, become and remain members in good standing of the Union. It is understood that an employee who has tendered the full dues and initiation fees uniformly required of Union members for representation shall be deemed a member for purposes of this Article.

3.2 Upon the filing with the Employer by the Union of a written authorization form furnished by the Union, dues shall be deducted monthly by payroll deduction from all employees who sign an authorization for deduction for Union dues. Such dues shall be remitted monthly to the Union, along with an electronic list of current bargaining unit members with hire dates, address updates, wage rates, dues, and *COPE (Committee on Political Education) amounts paid per person.

Article 4 – Union Rights

4.1 Union representatives at the workplace. Union representatives shall have the right to contact workers at work regarding matters concerning this Agreement at any reasonable time.

Authorized representatives of the Union will be permitted at all reasonable times, when scheduled in advance, to enter the facilities and digital spaces operated by Breach Collective to transact Union business and represent employees provided their presence does not jeopardize attorney client privilege. Representatives will not interfere with the work of employees or interrupt normal business operations.

4.2 Union stewards. Nonexempt employees may act as union stewards on paid time. The Union shall provide the Board President and Board Secretary a list of the designated shop stewards and promptly update the list when it changes. Stewards shall be allowed reasonable release time to investigate, process, and present grievances during their normal work hours provided that the supervisor has approved the time in advance, and stewards will be paid for that time.

4.3 Bulletin board and union digital space.

4.3.1. The employer will provide bulletin board space for a union bulletin board in any physical facility owned, leased and/or operated by the employer.

4.3.2. Employees are permitted to include a description of the union on Breach's organizational website, to direct the public towards information regarding Breach's staff union via communications over email and on social media, and to house union materials on Breach's cloud drives and other digital/virtual infrastructure.

4.4 Union meetings during work hours. Employees can make occasional adjustments to their work schedules to allow for union meetings.

4.5. Union leave / "lost time".

4.5.1. Union members may request a reasonable amount of time off without pay for union activities.

4.5.2. Such request for time off must be submitted in writing to the Labor Management Committee and Board of Directors at least five (5) working days in advance (whenever possible) .

4.5.3. The Labor Management Committee and Board of Directors will endeavor to accommodate the request where consistent with organizational and programmatic needs and priorities.

4.5.4. The period of such time off shall not be deducted from an employee's seniority for the purpose of determining order of layoffs under Article 20 of this agreement or otherwise.

4.6 Union orientation. For new nonexempt employees, the Labor Management Committee and Board of Directors will provide one hour of paid time for union orientation for both the new employee and the employee giving the orientation during normal work hours as a part of the new employee's onboarding.

Article 5 – Separability

Should any article, section, or portion of this Agreement be held unlawful and/or unenforceable by a court of competent jurisdiction, such invalidation shall apply only to a specific article, section, or portion directly specified. Upon receipt of such a decision, the parties shall, upon demand of either party, begin negotiations to replace this Agreement's invalidated article, section, or portion.

Article 6 – Union Board Rights

6.1 Scheduled Meetings – All Board meeting dates, times, location, and/or online meeting information will be shared with all employees no later than five (5) days prior to said meeting (via email notice to collective@breachcollective.org). In the case of emergency meetings, staff will be alerted as soon as reasonably possible.

6.2 Board Agendas – The Board shall make available to all employees, at a minimum by email communication, a copy of tentative Board Agendas, and such detailed supporting materials as are available three (3) business days prior to regularly scheduled Board meetings.

6.3 Representation at Board meetings:

6.3.1. Any employee within the bargaining unit may attend and participate as a non-voting member in Board meetings as a representative of the Union.

6.3.2. Notwithstanding s. 6.3.1, the Board retains the right to hold “executive sessions” on certain topics to allow for additional open discussion among board members. Such executive sessions are closed to employees.

6.3.3. No more than 50% of Board meetings may be held as executive sessions in a Calendar Year, unless a greater than two-thirds (67%) majority of staff gives prior consent.

6.3.4. General summaries of executive session discussions will be recorded as part of board meeting minutes.

6.3.5. All board voting shall take place outside of executive sessions.

6.4 Board Participation - Members of the Board will invite and encourage board members to attend and participate in all events organized by the staff.

6.5 Updates on Board Members - The staff will be informed whenever a new Board member joins or leaves the organization. Staff will be provided with contact information for any new Board members at that time. Email contact information for current board members will be kept current and listed in the employee handbook.

6.6 All staff are free to discuss working conditions and Breach business with members of the Board. These open channels of communication are meant to build cooperative relationships, and should not replace the grievance process outlined in this agreement.

Article 7 – Grievance Procedure

7.1 The Union and the Board of Directors agree that it is in the best interest of all parties to resolve disputes at the earliest opportunity and at the lowest level. The Union and the Board of Directors encourage problem resolution between employees and the Board of Directors and are committed to assisting in resolution of disputes as soon as possible. In the event a dispute is not resolved in an informal manner, this Article provides a formal process for problem resolution.

7.2 Grievance definition. A grievance is an allegation by an employee or a group of employees that there has been a violation, misapplication, or misinterpretation of this Agreement. The term “grievant” as used in this Article includes the term “grievants.”

7.3 Filing a grievance. Grievances may be filed by the Union on behalf of an employee or on behalf of a group of employees. If the Union does so, it will set forth the name of the employee or the names of the group of employees.

7.4 Computation of time. The time limits in this Article must be strictly adhered to unless mutually modified in writing. Days are calendar days and will be counted by excluding the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday or holiday, the last day will be the next day which is not a Saturday, Sunday or holiday. Transmittal of grievances, appeals and responses will be in writing, including email. Timelines will apply to the date of receipt.

7.5 Resolution. If the Board of Directors provides the requested remedy or a mutually agreed-upon alternative, the grievance will be considered resolved and may not be moved to the next step.

7.6 Withdrawal. A grievance may be withdrawn at any time.

7.7 Pay. Shop stewards will be provided a reasonable amount of time during their normal working hours to investigate and process grievances provided it does not impact internal or external deadlines for work product. Grievants and shop stewards will not lose pay for attending informal dispute resolution meetings, grievance meetings, alternative dispute resolution sessions, and arbitration hearings held during their scheduled work time.

7.8 Bypass. Any of the steps in this procedure may be bypassed with mutual written consent of the parties involved at the time the bypass is sought.

7.9 Non-disciplinary grievances and termination. Grievances unrelated to discipline and grievances involving termination shall begin at Step 2 (see below). Before filing a grievance related to a nondisciplinary matter the parties shall attempt to resolve it informally.

7.10 Grievance files. Written grievances and responses will be maintained separately from the personnel files of the employees, by the Board Secretary and by the local.

7.11 Filing and processing. Grievances shall be processed in accordance with the following procedures:

Step 1:

Unless the matter has been resolved informally, a written grievance must be presented to the Board Secretary within thirty (30) days of the occurrence giving rise to the grievance, or the date the grievant knew or reasonably could have known of the occurrence. Within fourteen (14) calendar days of receipt of the written grievance, the grievant, the Board Secretary and the authorized Union representative shall meet to resolve the grievance. The Board Secretary shall give its decision in writing to the Union within fourteen (14) calendar days following the conclusion of the Step 1 meeting(s). It shall be the objective of both the Board and the Union to settle grievances at the first step to the greatest extent possible.

Step 2:

If the Union is not satisfied with the Board Secretary's decision at Step 1, the Union may appeal the grievance by written notice to the Board President within fourteen (14) calendar days following the receipt of the Board's Step 1 written decision. For grievances that originate at Step 2, the Union shall have 30-days from the occurrence giving rise to the grievance, or the date the grievant knew or reasonably could have known of the occurrence to file the grievance to provide the Board President with a written grievance. At this step, the written grievance must include the following information:

1. The date of the occurrence giving rise to the grievance or the date the grievant knew or could reasonably have known of the occurrence;
2. The nature of the grievance;
3. The facts upon which it is based;
4. The specific Article and Section of the Agreement violated;
5. The specific remedy requested;
6. The steps taken to informally resolve the grievance;
7. The name of the grievant(s) and;
8. The name and signature of the union representative.

The authorized Union representative and the Board President shall meet within fourteen (14) calendar days of such appeal and, in good faith, attempt to resolve the matter. The Board President may, but need not, have other members of the Board of Directors with them at the grievance meeting. The Board President shall give its written decision to the Union within fourteen (14) days following the Step 2 meeting(s).

Step 3:

If the Union is not satisfied with the Board's decision at Step 2, the Union may appeal the grievance with written notice to the full Board of Directors within fourteen (14) calendar days following the Union's receipt of the Board President's Step 2 written decision. The authorized Union representative and the full Board shall meet within fourteen (14) calendar days of such appeal. Both parties shall attempt to resolve the matter, and the Board of Directors shall give its written decision to the Union within fourteen (14) calendar days following the Step 3 meeting(s).

Step 4: Arbitration

If the grievance is still unsettled, the Union, within thirty (30) calendar days after receiving the response from the Board of Directors, may move the grievance to arbitration by providing the written notice to the Board President and Board Secretary of the intent to move to arbitration. The Board of Directors and the Union agree that any decision of the arbitrator which is within the scope of this Agreement shall be final and binding upon them. A list of seven (7) arbitrators with offices in Oregon shall be requested from Federal Mediation Conciliation Services. Each party shall, in turn, strike one arbitrator at a time from the list until one name remains. The arbitrator whose name remains shall act as the arbitrator of the dispute. The arbitrator shall have the authority to interpret and apply applicable provisions of this Agreement, but may not modify the Agreement, or establish new benefits not meant to be granted by this Agreement. The arbitrator shall exercise all power relating to admissibility of evidence, conduct of the hearing and arbitration procedures, provided that in doing so they shall not contravene any provisions of this Agreement. The expenses of the arbitrator and all other expenses of the arbitration, other than those incurred by each party in the presentation of its own case, shall be borne equally by the parties involved.

7.12 During the 30 calendar days that the Union has to provide written notice of its intent to arbitrate the dispute as described in clause 7.11, Step 4, the parties can agree to attempt to resolve the matter through any mutually agreed upon alternative procedure. Pursuing that process will suspend the time limit the Union has to pursue arbitration until 30 days after the alternative agreed upon method is completed.

7.13 The Board of Directors recognizes a grievant's right to have Union representation in the handling of a grievance, and once a grievance is filed by the Union, the Board of Directors will not deal directly with the grievant about the grievance without the Union's permission. The Union recognizes that were Breach Collective to take on legal representation of clients or other situations involving various types of privilege or confidentiality, representatives from outside Breach Collective may not be able to fully participate in grievance meetings that might jeopardize attorney-client privilege, work product doctrine, or other privileges, or create ethical and/or professional legal professional obligation risks. In those circumstances, the parties will work cooperatively to find an internal union representative to participate in grievance meetings.

Article 8 – Breach As a Justice- and Equity-Focused Organization

8.1 Breach Collective is an organization created and operating according to principles of justice and equity. These include understanding that:

8.1.1 the climate crisis is a symptom of white supremacy, colonialism, and capitalism. Addressing climate change without addressing these root causes will treat only the symptom and not the disease;

8.1.2 the climate crisis does not impact countries, regions, or communities equally. The systems created to perpetuate white supremacy and capitalism have sacrificed Black, Indigenous, and other communities of color as well as low-income and other marginalized communities in the US and around the world for the benefit of an elite few; and

8.1.3 the communities most impacted by the climate crisis continue to be disadvantaged and excluded from opportunities to change the systems oppressing them, including through indirect means such as navigating multiple, intersecting injustices related to, for example, race, housing, economic opportunities, police brutality, education, disability, and many others.

8.2 The Board of Directors and Employees commit to collaboratively drafting and implementing necessary policies to ensure Breach: takes active steps to create a workplace and to focus Breach's work on addressing these root causes; strategically and actively counters these systems of oppression; and follows the lead of, actively works to be in right relationship with, and elevates the voices of those most impacted by the climate and intersecting justice crises.

Article 9 – Division of Powers

9.1. Generally. Breach is a 501(c)(3) organization, and all decisions must be made consistent with relevant local, state and federal laws; Breach's bylaws; and the terms of this Agreement.

9.2. Policies. Policies are adopted according to the processes described in this Agreement. Any policies additional to those identified in this Agreement are adopted as follows:

9.2.1. Policies proposed by staff will be adopted by a vote of the Board of Directors, consistent with Breach's bylaws.

9.2.1. Policies proposed by the Board of Directors will be adopted, unless staff vote unanimously to reject the policy.

9.3. Spending decisions.

9.3.1. Annual budgets are proposed by staff and adopted by the Board of Directors.

9.3.2. Spending decisions that are accountable to and within the amounts detailed in Board-approved budget line-items may be made by staff according to normal staff decision-making processes.

9.3.3. Spending decisions that are outside of those described in clause 9.3.2. are made as follows:

9.3.3.1. Decisions requiring 5 working days' advance written notice to the Board President, Secretary and Treasurer, but that may otherwise be made according to normal staff decision-making processes:

9.3.3.1.1. Spending decisions that modify Board-approved budget line-items within 5% of the Board-approved budget total (e.g. a decision to increase expenditures under one line-item, with a corresponding decrease expenditures under another line-item); and/or

9.3.3.1.2. Spending decisions which would exceed the Board-approved budget total within 2% of the original Board-approved budget total (e.g. decisions to increase expenditures under one line-item, or create a new line-item, with no corresponding decrease in expenditures elsewhere).

9.3.3.2. Decisions requiring written approval from the Board of Directors: any and all spending decisions in excess of the amounts stipulated in clause 9.3.3.1.

Article 10 – Worker Self-Direction

10.1 The Board of Directors (Board) recognizes that:

10.1.1 based on the intentions of Breach’s co-founders,

10.1.2 in view of the talent and skills of Breach’s staff,

10.1.3 based on Breach’s emerging set of robust policies and procedures for worker governance, and based on emerging principles and practices for nonprofit management,

it is in the best interest of Breach and most effectively and efficiently advances Breach’s mission if the bargaining unit collectively organizes itself according to the principles of worker self-direction, whereby employees, through decision-making processes outlined in this Agreement and elsewhere, primarily direct the strategy, policies, and tactics of the organization with the objective of flattening or removing hierarchy and decentralizing and increasing autonomy in decision-making among staff.

10.2 The Board understands that worker self-direction inherently involves the Board delegating some of its authority to the employees. The Board thereby affirms that the Bargaining Unit may – to the extent consistent with and regarding matters not explicitly covered by this Agreement – make day-to-day decisions and collectively set longer-term policies and strategy for the organization.

10.3. Notwithstanding the above, the Board is the ultimate decision-maker and ratifier of all decisions about staff compensation, benefits and hiring, with input from the Bargaining Unit and/or committees according to other terms of this Agreement. Such decisions shall ultimately be discussed and voted on by the Board. The Board shall also review and approve any other decision that could result in financial benefit or other form of private gain for employees.

10.4. The Board recognizes its legal and fiduciary responsibilities as board members. The role of the Board shall always be to fulfill its legal duties by, among other things, supervising the activities of the organization, regularly reviewing financials and budgets, ensuring compliance with the law, reviewing internal policies adopted by staff, and intervening in decisions it believes to be harmful, overly risky, illegal, threatening to the organization’s tax exempt status, or contrary to the mission of the organization.

10.5. The terms of this Article are binding and are to be implemented to the greatest extent allowed under law.

Article 11 – Finances and Fundraising

11.1 Fundraising.

11.1.1 Staff are responsible for setting fundraising and spending priorities through mechanisms they choose, provided that Staff ensure that Breach is able to fulfill commitments made to donors or to otherwise communicate proactively with donors;

11.1.2 The Board of Directors shall regularly review and approve fundraising and spending priorities (at least once per year) in accordance with their duties. The Board shall otherwise give the maximum deference to the employees, consistent with all relevant laws and with the Board's fiduciary duties to the organization.

11.2 Financial controls and tracking

11.2.1 Staff are responsible for establishing and maintaining bookkeeping and other systems for tracking financial revenues and expenditures sufficient to maintain the organization in good financial standing and to comply with 501(c)(3) status-related and other legal requirements.

11.2.2 Consistent with its fiduciary duties, the Board of Directors may request that staff provide updated financial reports and records, and the Board may inspect the organization's financial systems.

Article 12 – Labor Management Committee

12.1 A Labor-Management Committee (LMC) will meet on a regular basis to consider and address the matters falling under its Responsibilities.

12.2 Responsibilities of the LMC:

12.2.1 Conflict resolution

12.2.2 Employee feedback

12.2.3 Performance

12.2.4 Discipline

12.2.5 Workplace benefits and accommodations that go beyond what is enumerated and covered by this Agreement

12.2.6 Time-off tracking

12.2.6.1 Vacation, restorative, sick, family, & bereavement

12.2.7 Layoffs

12.3 Any changes to personnel policies will be discussed by and agreed to by the LMC. The LMC will ensure they are receiving input and feedback from the bargaining unit when deciding on how to implement personnel policies.

12.4 Composition:

12.4.1 The LMC will have at least four (4) members.

12.4.2 LMC members serve on the committee for a period of a minimum of 3 months (unless otherwise unable to do so due to exceptional capacity constraints, scheduling conflicts, repeated conflicts of interest, or other reasons covered by the Labor Management Committee Policy) and a maximum of 12 months.

12.4.3 Three of the members will be selected from the bargaining unit, and the fourth will be selected from the Board of Directors.

12.4.4 Additional members will be selected by the Board and the bargaining unit in an alternating manner (i.e. the Board would select a fifth member, and the bargaining unit would select a sixth).

12.4.5 Outgoing LMC members will be replaced by the organizational organ (i.e. board or staff) that originally appointed them.

12.4.6 The number of LMC members selected by the bargaining unit will at all times exceed the number selected by the Board of Directors.

12.4.7 LMC members must adhere to Breach Collective's Conflict Resolution Policy, and where practicable participate in any training referred to in said policy.

12.5 Members of the LMC must not participate in decisions that present a real or apparent conflict of interest, in accordance with Breach Collective's Conflict of Interest Policy.

12.6 Unless otherwise covered by this Agreement, appeals of decisions by the LMC are governed by the respective policies for those decisions.

Article 13 – Hiring

13.1 Personnel Decisions. Consistent with the principles of worker self-direction, it is the responsibility of the staff as whole to make decisions regarding how to accommodate additional capacity and/or skills needs within the organization, expand the workforce, and/or replace departing or terminated employees (collectively, “Personnel Decisions”). These decisions may result in an internal adjustment of one or more employees’ job descriptions, or the decision to make an external hire via a vacancy announcement. All Personnel Decisions are to be ratified by the Board of Directors.

13.2 Hiring Committee. The staff shall form a hiring committee within 5 business days of Board ratification of Personnel Decisions requiring a vacancy announcement. The hiring committee will be responsible for reviewing the vacancy announcement, setting the hiring process for a given position, conducting interviews and reference checks (if determined to be part of the process for a given position), and reposting or expanding the job search if necessary, until a candidate accepts the vacant position(s). A hiring committee may be composed of any number of staff members and/or board members. The hiring committee shall always have bargaining unit members in greater numbers to non-bargaining unit members. Decisions by the hiring committee shall be achieved by consensus where practicable, and otherwise by simple majority vote.

13.3 Vacancy announcements. All vacancy announcements will include the following:

- 13.3.1 title of open position;
- 13.3.2 pay range;
- 13.3.3 description of duties and work to be performed;
- 13.3.4 desired qualifications and experience for employment;
- 13.3.5 provision for a remote work option unless impracticable;
- 13.3.6 a statement encouraging applicants to apply even if they do not meet all the qualifications;
- 13.3.7 a statement that Breach Collective values lived experience as equal to professional experience;
- 13.3.8 the benefits associated with the position;
- 13.3.9 a statement that the position is a member of the bargaining unit represented by CWA Local 7901;
- 13.3.10 gender neutral language;
- 13.3.11 instructions on how to submit;
- 13.3.12 deadline for applications;
- 13.3.13 structure of Breach, how we operate internally.

13.4 Posting. Staff and the Board of Directors will actively seek diversity in the workforce. The Hiring Committee shall distribute job postings widely to increase potential for hiring diverse employees. Positions that are publicly posted will be posted on a range of platforms, including commonly-used regional and national job seeking websites (at a minimum, Idealist, Indeed, LinkedIn), appropriate professional and alumni listservs that staff and the Board of Directors are

members of; Breach's social media pages, and the social media pages of Breach Board members and employees, to ensure a broad candidate pool is reached. Once publicly posted, the position will remain posted for a minimum of 30 days.

13.5 Application Process. All applicants for a particular position shall be required to submit the same application materials. If the screening process is to be phased, the Hiring Committee shall inform all invited applications of phased screening process at the earliest possible opportunity.

13.6. Interviews. The Hiring Committee will ensure the following occurs during an applicant's interview process:

13.6.1. All candidates considered for a position shall undergo the same initial screening process where the applications are anonymized to all the members of the hiring committee. A staff member not on the hiring committee will sort through initial applications to remove names before forwarding to the committee.

13.6.2. All candidates that advance to the interview phase shall receive the same interview process.

13.6.3. The interview panel will consist of three (3) members of the hiring committee.

13.6.4. All candidate interviews shall be scored using the same scoring template.

13.6.5. Candidates will receive the same initial interview questions, and the same interview panel unless extenuating circumstances such as staff illness or potential conflicts of interest due to pre-existing personal relationships to the candidate make it impossible to use the same interview panel. Interviewers may ask a reasonable number of follow-up questions during the initial interview if those questions would facilitate evaluation of the candidate.

13.6.6. Interviews shall run for 60 minutes. If a candidate does not answer all questions and follow-up questions within 60 minutes, the interview panel will invite or request the candidate to schedule an additional 60-minute interview to answer the remaining questions. The candidate is to be notified of this procedure at the beginning of the interview.

13.6.7. Staff designated to serve on interview panels shall be trained on interview procedures on topics including, but not limited to: preventing leading questions, providing consistency between interviews, and allowable follow up interview questions.

13.6.8. In addition to the interviews, candidates shall be given the opportunity to schedule informational meetings with Breach staff who are not members of the interview panel. These meetings are informal and two-directional, and do not have a minimum or maximum duration. There is no scoring process for these meetings, but Breach staff participants may give brief informal feedback to the hiring committee via a designated form.

13.7 Offers of Employment.

13.7.1 Upon the hiring committee deciding to offer employment to a candidate, a

representative of the hiring committee will, in addition to any other form of contact, email the candidate an offer letter containing:

- 13.7.1.1 The title and start date of the position being offered;
- 13.7.1.2 The salary or hourly wage offered;
- 13.7.1.3 A description of the additional benefits (vacation, health insurance, etc.) associated with the position; and
- 13.7.1.4. A brief description of the duties of the position being offered.

13.7.2. The hiring committee shall also offer the candidate the opportunity to review this Agreement, and any future collective bargaining agreements as shall come into existence from time to time.

Article 14 – Employment Classifications

14.1 Exempt employees. Exempt employees are those employees who are classified as exempt from the minimum wage and overtime provisions of the federal Fair Labor Standards Act and applicable state wage and hour laws. Such employees who are qualified as exempt include supervisory (executive), administrative, professional, or outside salespersons, and who are generally paid on a salary basis, and as such are not entitled to overtime pay. Exempt employees may be full-time or part-time.

14.2 Nonexempt employees. Nonexempt employees include hourly wage employees and those who do not meet the duties tests for exempt status under the above-referenced laws. Employees in this category are entitled to overtime compensation, including for work in excess of 40 hours in a seven-day workweek, work in excess of 8 hours in a single 24-hour period, and as otherwise required by applicable law. Nonexempt employees must accurately record and report their daily and weekly work hours so that Employer can provide all earned overtime pay. Nonexempt employees may be full-time or part-time.

14.3 Full-time employees. Full-time employees are those who are regularly scheduled to work 32 hours or more per week year-round.

14.4 Part-time employees. Part-time employees are those who are not regularly scheduled to work 32 or more hours per week. Part-time employees receive all legally mandated benefits, such as workers' compensation insurance and Social Security. Part-time employees are eligible for benefits as explained in the rest of this Agreement.

14.5. Interim or Temporary Employees. Interim employees are those who are hired to temporarily supplement the work force, or to assist in the completion of a specific project. These employees may be full-time or part-time, but employment assignments in this category are of a limited duration, less than 6 months, and are based on a specific need or for a particular time of the year. Interim employees will be in the bargaining unit.

14.6 Volunteers. Volunteers are those who, at their own initiative, provide work without the expectation of hourly or salary pay from Employer. This can include fellows, law clerks, interns or externs receiving a stipend or other pay directly or indirectly from their schools or other external sources.

Article 15 – Equal Opportunity Employment and Non-Discrimination

15.1 Breach Collective is an equal employment opportunity employer. Breach Collective's objectives can best be achieved by utilizing to the fullest extent all of the human resources available, without the consideration of characteristics unrelated to performance.

15.2 All employees and applicants for employment are extended equal employment opportunities without discrimination on the basis of race, color, ethnicity, gender, sexual orientation, gender identity or expression, religion, age, national origin, citizenship, marital status, physical or mental disability, genetic information, application for employees' compensation benefits, use of statutory protected leave, veteran or military status, criminal record and/or incarcerated status; or because of participation or lack of participation in union activities, or any other status or characteristic protected by applicable federal, state or local laws.

15.3 Breach Collective agrees to make reasonable accommodations for employees' disabilities and sincerely held religious beliefs consistent with applicable laws.

15.4 All employment decisions will be made and administered in a non-discriminatory manner. Breach Collective requires all employees and affiliated persons to strictly follow the anti-discrimination laws. This policy against discrimination applies to recruitment and placement, promotion, training, transfer, retention, participation in Employer-sponsored programs, compensation, layoff, recall, leaves of absence, and all other terms, conditions, and privileges of employment.

15.5 Employment and promotion decisions are based on merit, as expressed through performance reviews as outlined in Article 17 and as expressed through the hiring process as outlined in Article 13, and the principle of furthering equal opportunity. The requirements imposed in filling a position are those that validly relate to the job performance required.

15.6 The parties agree that unlawful discrimination by any employee, including management, supervisors and co-workers is strictly prohibited.

Article 16 – Remote Working

16.1 Breach is a primarily-remote workplace. As such, Breach recognizes that employees have the right to:

16.1.1 A quiet and distraction-free working space.

16.1.2 An internet connection that's adequate for their job.

16.1.3 A working space that allows them to follow all policies and procedures related to workplace safety, data security, working hours, attendance, and PTO.

16.1.4 Take sufficient breaks throughout the day as needed for food, exercise, and rest.

16.2 Employees may opt to work in coworking or other workspaces outside their homes.

Article 17 – Performance Reviews

17.1 Regular and holistic feedback. In addition to annual reviews, Breach staff will strive to cultivate a culture of regular, mutual, and holistic feedback based on the expectations and concrete goals outlined in employee work plans, as well as grant obligations, and the Internal Structure Policy.

17.2 Introductory period review. Employees will be reviewed before the end of their introductory period. Each introductory period evaluation must include at least a self evaluation completed by the employee and a discussion with the rest of staff that considers input from some team members the employee works with.

17.3. Annual review. Annual reviews serve as a way to affirm staff, show appreciation, deliver constructive feedback, and set goals and priorities for the coming months. All employees will receive an annual evaluation. All staff will participate in 360 degree reviews, completing written evaluations for their own individual work as well as the work of their coworkers. Board Members may request subsequent discussions with employees once the initial evaluation and discussion have been performed.

17.4. Content of evaluation. The written evaluation will focus on goals and expectations detailed in work plans and grant obligations. Evaluations should focus on what employees are doing well and what can be improved, and not include scores or rankings (i.e. scales from 0-5 or “meets expectations” etc). Because Breach staff will strive to cultivate a culture of regular, mutual, and holistic feedback by addressing issues related to a coworker’s performance by engaging that coworker directly and constructively throughout the year, no “surprises” should be included in the annual review that the employee is learning about for the first time. Employees will receive feedback from the people who work around them. This includes the employee’s peers and Board members, if any should desire to provide feedback.

17.5. The LMC will develop evaluation forms and processes to ensure that annual and introductory period evaluations are consistent, though some variation from the form may be allowed as is required by an employee’s responsibilities, job function, and grant obligations. LMC may revise this form and process may be revised as needed to make adjustments as necessary.

17.6. Basis for Just Cause Discipline. A staff member’s performance that is subject to repeated and/or substantial negative feedback is cause for initiating a progressive discipline process under Article 19.

Article 18 – Reporting and Accountability

18.1 Timesheets

18.1.1 Exempt and/or salaried employees are required to record their approximate time spent working on different projects, for accountability and grant reporting purposes, but are not required to submit formal timesheets.

18.1.2 Wages of exempt employees are not contingent on actual hours worked each week, but exempt, full-time employees are expected to work 32 hours per week.

18.1.3 Non-exempt and hourly employees must submit timesheets for their hours as requested by the employee running payroll.

18.2 Work Plans

18.2.1 Exempt and/or salaried employees are required to submit quarterly work plans for collective discussion among staff delineating the percentage of their FTE spent on distinct grant deliverables, and to identify specific priority projects and outputs during that time period (“Quarterly Work Plan Reviews”).

18.2.2 Quarterly Work Plan Reviews will occur via a transparent and collaborative process among staff, with the objective of ensuring that all grant deliverables and other organizational obligations are met.

18.2.3 The work plans produced by the Quarterly Work Plan Reviews will inform the procedures outlined in Article 17.

18.2.4 The Labor Management Committee will prepare a summary of the Quarterly Work Plan Reviews, and will submit this summary to the Board of Directors.

18.3 Basis for Just Cause Discipline. Failure to comply with the requirements set out in 18.1–18.2 of this Article is cause for initiating a progressive discipline process under Article 19.

18.4. Accountability Policy.

18.4.1 Staff shall develop an Accountability Policy regarding, at a minimum, matters supplementary to the Timesheets and Work Plans requirements set out in this Article, and the basis for staff decision making and communication.

Article 19 – Just Cause Discipline and Discipline for Gross Negligence and Wilful Misconduct

19.1 Acknowledgements.

19.1.1 The Board of Directors agrees that no employee shall be disciplined or discharged without just cause, as that term is commonly understood under general employment law.

19.1.2 The Board of Directors agrees to follow the principles of progressive discipline. Discipline may be imposed only for just and sufficient cause and shall be corrective in nature where appropriate and administered in a timely fashion.

19.1.3 Employees may ask for Union representation at any disciplinary meeting or investigatory meeting which the employee feels could lead to discipline.

19.1.4 Employees who have been disciplined or discharged by Breach Collective shall be given a written statement by the Labor Management Committee outlining the reason(s) and causes of discipline.

19.1.5 In the absence of Union representation in a disciplinary meeting, Breach shall notify the Union within three (3) calendar days of the staff member who was disciplined and the date of the disciplinary meeting or action.

19.2 Record-keeping.

19.2.1 Employees who are subject to discipline covered by this Article and/or corresponding organizational policies shall be required to sign or electronically confirm receipt of all material that reflects critically on their character or conduct.

19.2.2 Such material referred to above is to be placed in that employee's official personnel file, provided that the following disclaimer is included on the written material: "The employee's signature confirms only that the supervisor has discussed and given a copy of the material to the employee. The employee's signature does not indicate agreement with the contents of this material."

19.3 Progressive discipline.

19.3.1. Staff shall develop a policy establishing a progressive disciplinary procedure consistent with the definition and requirements of just cause discipline, in consultation and with the approval of the Board of Directors.

19.3.2 Notwithstanding clause 19.3.1, the remainder of this section shall constitute minimum procedural standards for such a policy, and prevail to the extent of any inconsistency.

19.3.3 All written correspondence between an employee subject to a progressive disciplinary procedure and the Labor Management Committee shall be placed in the employee's official personnel file.

19.3.3 Day-to-day coaching and feedback by other employees or, where appropriate, members of the Board of Directors, shall not constitute a disciplinary action.

19.4 Discipline or discharge in response to acts of gross negligence or wilful misconduct.

19.4.1 Staff shall adopt a policy establishing a procedure for disciplining or discharging employees who engage in behavior exhibiting gross negligence or wilful misconduct, in consultation and with the approval of the Board of Directors.

19.4.2 Notwithstanding clause 19.4.1, the remainder of this section shall constitute minimum procedural standards for such a policy, and prevail to the extent of any inconsistency.

19.4.3 Behavior deemed by the Labor Management Committee to exhibit gross negligence or wilful misconduct is excluded from the progressive disciplinary procedure and may include immediate termination.

19.4.4 After the Labor Management Committee is notified of or independently becomes aware of conduct potentially constituting gross negligence or wilful misconduct, the Labor Management Committee shall provide prompt written notice to CWA and the Board President within one week of the incident.

19.4.5 Staff accused of violations of the kinds listed above may be suspended from work with pay until such time as an investigation can be conducted and completed within two weeks into the alleged violation.

19.4.6. The timeline in clause 19.4.5 can be extended if both CWA and the Board President agree.

Article 20 –Layoff Procedure

20.1 Seniority. Seniority shall be defined as continuous length of service in bargaining unit positions and shall be calculated from the original date of hire. Service is defined as all paid time. Therefore, employees shall not accrue seniority while on leave without pay; however, all paid and unpaid time during family medical leave shall be included in an employee's seniority.

20.2 Notice. In the event it becomes necessary to reduce staff because of economic reasons, abolishment of positions, or for other involuntary reasons not reflecting individually on an employee, the Labor Management Committee shall give written notice to the employee(s) of pending layoff at least thirty (30) days before the effective date stating the reasons for the layoff to the employee and the Union. In the event that providing thirty days' notice is not desirable by the Labor Management Committee, the employer will provide one day of severance for each day of notice not provided up to fourteen days.

20.3 Order of layoff. If layoffs are required, the Labor Management Committee will determine the employees to be laid off based on seniority, job performance as expressed in their performance reviews, experience as expressed through current work assignments and projects, and minimizing any disproportionate impact on any protected class of employees. This determination will be ratified by the Board of Directors.

The Labor Management Committee will discuss its decision-making process with as much transparency as possible, with the understanding that unless waived, certain personnel factors could be private. To the extent the Labor Management Committee decides to lay off an employee with more seniority than employees the Labor Management Committee retains in the same job classification, the Labor Management Committee will explain the specific basis for its decision.

20.4 Recall. If the Hiring Committee, according to the process in Article 13, decides to rehire for the position that the employee was laid off from or one that requires equivalent skills, knowledge and ability, within one (1) year from the layoff, employees will be recalled to return to work by the inverse order in which they were laid off. Employees will have two weeks to accept the recall offer.

20.5 Severance. Employees laid off in accordance with this Article, shall be entitled to severance equal to:

20.5.1 For employees who were employed 2 or fewer years: two month's of each of 1) pay for each year or partial year of employment, and 2) equivalent to the maximum current health insurance reimbursement under Article 25;

20.5.2 For employees who were employed more than 2 years: one month's of each of 1) pay for each year or partial year of employment, and 2) equivalent to the maximum current health insurance reimbursement under Article 25.

20.6 Terms and effect of severance: The severance in 20.5. will be granted upon the employee signing a release of claims that would also preclude grieving and arbitrating or litigating their layoff. The Union agrees that this constitutes the full effects of any layoff and agrees the Board of Directors would have no obligation to engage in further effects bargaining.

20.7. In the event Breach Collective is financially unable to pay the severance entitled to laid off employees under 20.5 of this article, effects bargaining may take place.

Article 21 –Severance Pay

21.1 Voluntary Resignation or Just Cause Termination. Employees who voluntarily resign, or are terminated with cause and in accordance with the termination procedures outlined in this Agreement, are not entitled to receive any severance payment or any other form of separation payment as a result of their resignation/termination.

21.2 Layoffs and redundancies.

21.2.1 Employees who are laid-off pursuant to Article 20 – Layoff Procedure – are entitled to receive a severance payment in accordance with the terms of that Article.

21.2.2 Severance pay for employees that are laid-off for any other reason, including restructuring or redundancies, will be subject to effects bargaining.

Article 22 – Onboarding and Offboarding

22.1 Onboarding

22.1.1 The Labor Management Committee shall adopt an onboarding procedure, which will apply to newly-hired employees.

22.1.2 The onboarding procedure referred to above shall, at a minimum, cover the following:

22.1.2.1 programs and projects;

22.1.2.2 operations and administration;

22.1.2.3 fundraising, finance and proposal-writing;

22.1.2.4 payroll, benefits and/or HR systems;

22.1.2.5 Google Drive / G-Suite;

22.1.2.5 other internally-used software and online platforms;

22.1.2.6 work plans and internal accountability;

22.1.2.7 staff and organizational policies/procedures; and

22.1.2.8 the staff union and collective bargaining agreement.

22.2 Offboarding

22.1.2 The Labor Management Committee shall adopt an offboarding procedure, which will apply to employees whose employment with Breach is terminated for any reason.

22.1.2 The offboarding procedure referred to above shall, at a minimum, cover the following:

22.1.2.1 Completing or transferring outstanding tasks, projects and assignments;

22.1.2.2 Completing any transition memos related to program areas or Breach operations/administration;

22.1.2.3 Final paycheck, including submitting outstanding reimbursement requests and returning prorated portions of reimbursements in accordance with Article 26 – Stipends and Reimbursements;

22.1.2.4 Shutting-down, transferring ownership of and/or returning any other Breach-owned software and equipment;

22.1.2.5 Setting up auto-reply and email forwarding for G-Mail, and transferring ownership of G-Suite;

22.1.2.6 Passing-on organizational contacts; and

22.1.2.7 Removing the departing employee's access from all appropriate groups, group chats, Breach shared drives, and other platforms or resources.

Article 23 – Conflict Resolution

23.1 Preamble.

23.1.1 The Board of Directors and Union acknowledge that any conflict involving Beach Collective, its board and committees, employees and contractors, interns and/or volunteers is likely to negatively affect the involved parties and Beach Collective if left unresolved.

23.1.2 The Board of Directors and Union further acknowledges that each resolved conflict is likely to strengthen Beach Collective and the relationships between involved parties.

23.1.3 The Board of Directors and Union commit to engaging in good faith and supporting all involved parties in any conflict resolution. This process is not intended to be disciplinary but rather informative, caring, and supportive. Throughout this process, all staff members will be working to approach the conflict with the hopes of finding a solution that is appropriate to the situation that is based on holistic healing for all parties involved.

23.1.4 This Article is distinct and operates independently from Articles 7 (Grievance Procedure), 17 (Performance Reviews) and 19 (Just Cause Discipline).

23.2 Conflict Resolution Procedure. The Labor Management Committee shall develop and adopt a conflict resolution policy, and amend this policy from time to time. Prior to the adoption of such a policy, the parties agree to adhere to the conflict resolution process outlined below to the fullest extent practicable:

Problem Solving Ground Rules and Conflict Resolution Protocols

Recognition and Notification

All parties agree to notify any other party or person within seven (7) days of experiencing any conflict or problems with that party or person. If an individual is not comfortable notifying the other person(s) about conflicts or problems, then they should inform the Labor Management Committee within the seven (7) day timeframe.

Resolution by the Parties

All parties to the conflict agree that where feasible, it is generally preferred to discuss and attempt to solve problems by dealing directly with the person or persons with whom they are experiencing problems / conflict within fourteen (14) days of the dispute or grievance having been notified. If for any reason one or more parties to the conflict do not wish to deal directly with the other person(s), then proceed to Resolution by Beach Collective.

Resolution by Beach Collective

If the matter is not resolved under the above procedure within fourteen (14) days of notification, the parties (either together or individually) will inform the Labor Management Committee of the unresolved conflict within twenty-four (24) hours, and within fourteen (14) days a further meeting

must be scheduled by the Labor Management Committee and attended to by all parties involved in the presence of a mutually agreed mediator(s) or facilitator(s) (internal or external). In the absence of agreement as to mediator(s) or facilitator(s), the Labor Management Committee will appoint an external mediator(s) or facilitator(s).

The mediator or facilitator cannot make any decision binding on the parties but must conciliate and mediate.

All Breach Collective employees and any other people the Board may consider to be affected by or connected with the conflict shall be invited to attend this meeting and may be given permission to speak by the mediator or facilitator or any member of the Labor Management Committee, as long as that committee member is not involved in the conflict.

The Labor Management Committee or Board of Directors May Give Directions

If:

- (1) the matter is still not resolved by the Labor Management Committee after the above meeting, or
- (2) a majority of the Labor Management Committee members are involved in the conflict,

then within fourteen (14) days of either event the Board shall give further directions to the parties in order to try and resolve the conflict.

The Labor Management Committee may also give any directions additional to the above processes at any earlier time during conflict resolution as it sees fit, provided a majority of the Labor Management Committee members are not involved in the conflict.

The parties agree to be bound by any such directions by the Labor Management Committee or, additionally, the Board.

Article 24 – Wages

24.1 Annual wage increases. Employee wages will increase on January 1 of each calendar year if they have worked at Breach for at least 90 days prior to January 1, at a rate set by the Labor Management Committee and approved by the Board of Directors. It is the shared objective of the Board and the bargaining unit that wages will increase at least at a rate commensurate with applicable cost of living increases.

24.2 Minimum wage.

24.2.1 As of January 1, 2022, exempt/salaried Breach employees will receive a minimum of \$50,500 of income (1.0 FTE) (“minimum wage”).

24.2.2 As of January 1 of each subsequent year of this Agreement, the minimum wage set out in 24.2.1 will increase by the Cost of Living Adjustment or COLA percentage used by the Social Security Administration as of October 31 of the previous year.

24.2.3 Where budget permits, the employer will endeavor to offer hourly and non-exempt employees an equivalent hourly wage equivalent to or above the minimum wage.

24.3 Wage decisions. Decisions on the initial wage to offer an employee are made by the Hiring Committee mentioned in Article 13, and ratified by the Board of Directors. Such decisions are to be made by considering the following (non-exhaustive) factors: qualifications and experience of the employee, cost-of-living in employee’s place of residence, market value and/or compensation at other organizations for equivalent position, effect on wage parity among employees.

24.4 Raises / non-annual wage increases.

24.4.1 Employees may request a wage increase at any time (a “raise”), but may not request more than 3 raises in a 12 month period.

24.4.2 Requests for raises are approved or denied by the Labor Management Committee, and ratified by the Board of Directors.

24.4.3 Employees currently serving on the Labor Management Committee must recuse themselves from decisions regarding their own request for a raise, and in these circumstances the Board President possesses a tie-breaking vote.

24.4.4 Raises take effect the first day of the month after the request for a raise is granted.

24.4.5 If a raise is granted to an employee during the calendar year, the Labor Management Committee may determine, either at the time of granting the raise or at the time of proposing the annual wage increase, whether the annual wage increase will be calculated based on that employee’s pre-raise or post-raise salary.

24.5 Wage parity. The wage of the lowest-paid employee (annualized and pro-rated to 1.0 FTE) is to be no less than 70% of that of the highest-paid employee (annualized and pro-rated to 1.0 FTE).

Article 25 – Health Insurance

25.1 Breach offers reimbursements for individual health insurance premiums, government-sponsored health insurance programs, and medical expenses through a Health Insurance Reimbursement Arrangement (i.e. either the Individual Coverage Health Reimbursement Arrangement (ICHRA) or the Qualified Small Employer HRA (QSEHRA)) selected by staff.

25.2 The Labor Management Committee aims to offer a reimbursement at a level that covers more than 90% of employees' employee-only coverage or employee-plus-household coverage.

25.3 The Labor Management Committee may elect to reduce the reimbursement amount in clause 25.2 in the event it becomes necessary because of economic reasons.

Article 26 – Stipends and Reimbursements

26.1 Workspace stipend. Employees will receive \$100 per month toward the costs associated with maintaining a workspace within their home. Employees who opt to work in coworking spaces or other workspaces outside their homes may receive up to \$250 per month toward the costs associated with renting a coworking space or workspace outside their home, upon approval by the Labor Management Committee.

26.2 Telephone stipend. Employees will receive \$50 per month toward the cost for their personal phones and phone or data lines used to conduct work.

26.3 Internet stipend. Employees will receive \$50 per month toward the cost for their personal internet lines and/or WiFi access used to conduct work.

26.4 Personal well-being stipend. Employees will receive \$50 monthly to pursue personal well-being activities.

26.5 Computer reimbursement.

26.5.1 Employees are eligible to receive \$1,000 toward the purchase of a new computer used to conduct work as approved by the Labor Management Committee.

26.5.2 Employees will be eligible for this reimbursement once every three years.

26.5.3 This reimbursement shall be retroactive to existing employees' hire date.

26.5.3 Should the employee resign from or be terminated for cause by Breach within their first 12 months of employment, this reimbursement is returnable to the Employer over an employee's first 12 months of employment, on a monthly prorated basis.

26.6 Professional education reimbursement.

26.6.1 Employees are eligible to receive reimbursements totaling up to \$1,000 annually toward work-related education as approved by the Labor Management Committee.

26.6.2 Should the employee resign from or be terminated for cause by Breach within their first 12 months of employment, this reimbursement is returnable to the Employer over an employee's first 12 months of employment, on a monthly prorated basis.

26.7 Home office set-up reimbursement.

26.7.1 Upon hire, employees are eligible to receive reimbursements totaling up to \$1,000 toward the purchase of furniture, hardware, and other items to set up a comfortable workspace within their homes, as approved by the Labor Management Committee.

26.7.2 This reimbursement shall be retroactive to existing employees' hire date.

26.7.3 Should the employee resign from or be terminated for cause by Breach within their first 12 months of employment, this reimbursement is returnable to the Employer over an employee's first 12 months of employment, on a monthly prorated basis.

26.8 Professional dues reimbursement.

26.8.1 Employees are eligible for reimbursement for dues paid in connection with holding relevant professional licenses and/or credentials relevant to their Breach job description as approved by the Labor Management Committee.

26.8.2 Should the employee resign from or be terminated for cause by Breach within their first 12 months of employment, this reimbursement is returnable to the Employer over an employee's first 12 months of employment, on a monthly prorated basis.

26.9 Other expenses. Employees will be reimbursed for pre-approved work-related expenses in accordance with Breach's reimbursement policy.

Article 27 – Vacation Leave

27.1 Definitions. “Days,” unless otherwise specified, refers to business or work days (i.e. Monday-Friday). “Calendar days” includes business days and weekends (i.e. Monday-Sunday)

27.2 Vacation amounts and accrual.

27.2.1 All employees will receive up to 50 days of vacation each year. Vacation days do not rollover to the next year.

27.2.2 Employees may take vacation beginning 30 calendar days after their start date, unless vacation was pre-approved prior to employment.

27.2.3 All employees are required to take at least 15 days of vacation each calendar year.

27.3 Periodic vacation limits. Notwithstanding clause 27.2, employees are not entitled to take paid vacation time in excess of 30 days in a 6-month period.

27.4 Notice

27.4.1 Employees are required to give notice of their intended vacation days to the Breach Collective team.

27.4.2 Employees must give notice as follows: if taking 1-2 days, give at least 3 days’ notice; if taking 3-5 days, give at least 5 days’ notice; if taking 6-15 days, give at least 15 days’ notice; if taking a 16 or more days, give at least 20 days’ notice.

27.4.3 Employees will discuss work related events and deadlines with staff before taking vacation, and identify any anticipated capacity needs or shortfalls in their absence.

27.4.4 If an employee takes > 2 days’ consecutive vacation, that employee will identify at least one colleague who can stand in as a contact for them while they are on vacation.

27.4.5. Employees must put on a vacation auto responder (email) while on vacation for > 2 consecutive days, and include contact information for the colleague who will respond for them while they are out.

27.5 Approval

27.5.1 Employees must request and receive approval from the Labor Management Committee to take vacation in excess of the following amounts: 2 consecutive days, and/or 5 days in a period of 30 calendar days.

27.5.2 For the purpose of calculating the approval requirement in 27.5.1, consecutive days does not include days where an employee is not regularly scheduled to work, either because they are less than 1.0 FTE, or because they have opted for a full-time work week over 4 rather than 5 days.

27.5.3 The Labor Management Committee shall respond to vacation requests no later than 5 days after they are submitted.

27.5.4 In evaluating vacation requests, the Labor Management Committee shall consider factors including: work plans; available staff capacity to cover work commitments and/or adjust work plans; and matters relating to employee performance and accountability.

27.6 Tracking. Employees will track their vacation time in a form and format agreed upon by the Labor Management Committee.

27.7 Interruptions. No employee shall have their vacation interrupted or canceled by the Employer, including the Board of Directors, nor by staff. Employees shall not be contacted during vacation by members of the Board of Directors or employees regarding work obligations, unless required to comply with litigation or other court-enforced deadlines.

27.8. No payout on termination. Upon termination of employment with Breach, no vacation will be paid out.

Article 28 – Holidays

28.1 Observed Holidays. The following shall be recognized as 19 paid holidays each calendar year for all employees immediately upon hire. Holidays are unable to carry over from each calendar year. If an employee wishes to “flex” the 14 listed holidays in the event they do not wish to observe a particular holiday, they can give at least 10 business days’ notice and select an alternative day for that day’s holiday leave instead.

New Year’s Day
Dr. MLK Jr. Day
Presidents’ Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Indigenous People’s Day
Veteran’s Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Eve Day
Christmas Day
New Year’s Eve Day
5 floating personal holidays (employee choice)

28.2 In addition to the above observed holidays, the entire office will be closed and employees are not expected to work from Christmas Eve (December 24) through New Year’s Day (January 1) each year.

28.3 If someone joins Breach part-way through the year, they will receive the proportional holiday benefit for the remainder of that calendar year.

28.4 Holiday leave benefits cannot be reduced as part of performance evaluation / disciplinary / accountability measures.

Article 29 – Sick Leave

29.1 Sick leave accrual. Employees shall begin employment with unlimited hours of sick leave.

29.2 Sick leave is not paid out to employee upon separation of employment.

29.3 Notification process. Employees who are unable to report to work due to illness, injury, or personal emergency should notify their colleagues before the scheduled start of their workday, as far in advance as possible. If advance notice is not possible, the employee should provide notice as soon as it is possible or, under extreme circumstances, make arrangements for another person to contact their colleagues to provide the notice.

29.4 Employees who take more than 10 days of consecutive sick leave are required to provide a standard doctor's note to the Board Secretary, and are required to provide a further doctor's note for every additional 5 days of sick leave taken consecutively thereafter. Employees who take more than 25 days of consecutive leave are required to go on unpaid disability leave.

29.5 Employees who return to work from sick leave are required to work for at least one (1) day or 20% of the days they were absent under sick leave (whichever number is larger), before taking regular vacation.

29.6 This policy should be construed to fully comply with the Oregon statewide protected sick time law, and/or all other federal or state laws applicable to an employee's place of residence.

29.7 Sick leave benefits cannot be reduced as part of performance evaluation / disciplinary / accountability measures.

Article 30 – Family Leave

30.1 Employees are entitled to up to 6 months of paid time off within a 12 month period in order to care for the employee's newly born child, newly adopted child, newly placed foster child, or a child older than 18 years of age if the child is incapable of self-care because of a mental or physical disability ("Family Leave"), subject to the following conditions in this article.

30.2 Employees must have worked for Breach Collective for at least 90 days to be eligible for Family Leave.

30.3 Requests for Family Leave are approved by the Board of Directors.

30.4 Notice of the intent to take Family Leave is to be given by the employee as soon as practicable.

30.5 Family Leave is available to employees regardless of age, gender, marital status, whether the employee is themselves giving birth, whether the newborn child is adopted, etc.

30.6 Family Leave may be taken all at once or in multiple segments.

30.7 Employees choosing to take Family Leave must take at least 3 months of Family Leave at 100% of regular pay. The remainder may be taken either at 100% of regular pay, or at 50% of regular pay on a pro rata basis (e.g. an employee could elect to take 3 months at 100% of regular pay followed by 6 months at 50% of regular pay, or 4 months at 100% followed by 4 months at 50%).

30.8 Family Leave is not subject to and does not count towards the conditions and limitations for vacation leave set out in Article 27.

30.9 Family leave benefits cannot be reduced as part of performance evaluation / disciplinary / accountability measures.

Article 31 – Bereavement Leave

31.1 Employees are entitled to up to 20 consecutive days of paid leave upon the death of a chosen or biological family member (“Bereavement Leave”).

31.2 Bereavement Leave is not subject to and does not count towards the conditions and limitations for paid leave set out in Article 27.

31.3 Bereavement Leave benefits cannot be reduced as part of performance evaluation / disciplinary / accountability measures.

Article 32 – Restorative Leave

32.1 Employees will be granted an extended restorative vacation (Restorative Leave) according to the following schedule:

32.1.1 After three (3) years of consecutive employment, twenty (20) days.

32.1.2 After five (5) years of consecutive employment, thirty (30) days.

32.1.3 After ten (10) years of consecutive employment, forty (40) days.

32.1.3. Every 5 years of consecutive employment thereafter, sixty (60) days.

32.2 Restorative leave is to be taken in a single block, and is in addition to regular vacation, holiday and other leave.

32.3 Restorative leave does not count towards and is not subject to the limits and conditions applicable to vacation or sick leave (Article 27 or 29).

32.4 Employees shall announce to staff and the Board their intention to take Restorative Leave at least 60 days before it is scheduled to begin. Employees seeking to take Restorative Leave shall discuss how to manage the employee's responsibilities during their absence with staff and the Board.

32.5 Other proposals for sabbatical-type leave of a duration longer than 60 days at a reduced rate of pay may be negotiated between employees and the Board on a case-by-case basis.


Article 33 – Language Bonus


33.1 An employee who is professionally proficient in a language relevant to a project, work area, or community that said employee is working with will receive a stipend to take a proficiency test once from a previously-agreed upon proctor or testing entity.

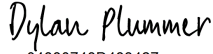
33.2 If they meet the professional proficiency level, the staff person will receive a bonus agreed upon by the Labor Management Committee.

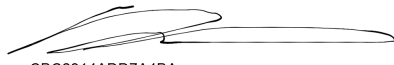
33.3 Whether a language is relevant, the appropriate proctor or testing entity, and the specific requisite proficiency level shall be determined by the Labor Management Committee.

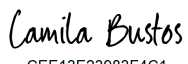
SIGNATURES

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Breach Collective
Jay Monteverde
President of the Board of Directors

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Nick Caleb
Bargaining Committee Member


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Breach Collective
Dylan Plummer
Secretary of the Board of Directors


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Director

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Meg Ward
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