

**AGREEMENT**

**between**

**ELECTRONIC FRONTIER FOUNDATION**

**and**

**ENGINEERS AND SCIENTISTS OF CALIFORNIA, IFPTE LOCAL 20**

**October 1, 2024 through September 30, 2027**

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## **PREAMBLE**

This Agreement is entered into October 1, 2024, between Electronic Frontier Foundation (hereafter called “Employer” or “EFF”) and Engineers and Scientists of California, Local 20, IFPTE, AFL-CIO/CLC (hereafter called “Union,” or “ESC”).

This Agreement has as its purpose the promotion of harmonious relations between EFF and the Union, the continuation and strengthening of an environment based on dignity and respect, and the establishment of an equitable and peaceful procedure for the resolution of differences.

## **ARTICLE 1 - SCOPE OF AGREEMENT**

### **Section 1.1. Scope**

- A. This Agreement contains the entire understanding, undertaking, and agreement of EFF and the Union and finally determines all matters of collective bargaining for its term with respect to the topics covered herein and those matters that were discussed between EFF and the Union during negotiations that led to this agreement. Changes to the Agreement must be reduced to writing and executed by both EFF and the Union to be effective.
- B. If there are conflicts between this Agreement and EFF’s Employee Handbook, policies, and work rules, this Agreement shall govern. Where there are no conflicts and in those areas not addressed specifically by this Agreement, the Employee Handbook shall govern.
- C. Changes to the Employee Handbook, policies, work rules, and working conditions will not be unilaterally implemented by EFF. EFF shall provide advance written notice of no less than twenty (20) business days prior to the desired implementation date and an opportunity to bargain over proposed changes consistent with its obligations under the National Labor Relations Act. The Parties may mutually agree to a waiver of the notification timeline. If the Union does not agree to the proposed change, EFF will not implement the change until the parties have bargained in good faith concerning the proposed change and exhausted all possible avenues to reach agreement.

### **Section 1.2. Successorship**

- A. This Agreement shall bind the signatories hereto, as well as their successors and assigns. EFF shall give reasonable advance written notice of no less than forty (40) business days to the Union of any proposed merger or consolidation and afford the Union an

opportunity to bargain over the effects of the action on the bargaining unit. The Parties may mutually agree to a waiver of the notification timeline. EFF shall advise the third party of the terms and conditions of this Agreement prior to concluding any such transaction.

### **Section 1.3. Notices**

- A. All EFF notices required by this Agreement, including but not limited to notices specified in Sections 1.1 and 1.2 of this Article, shall be sent to the designated Union representative(s) by email with a header that begins with the general subject “Official Notice to Union Re:” followed by the specific subject. This notice shall contain, at minimum, a summary of EFF’s proposed action, a copy of documents relevant to the notice (e.g., a new or amended policy), a list of employees and classifications affected by the action, and EFF’s desired implementation date.

## **ARTICLE 2 - UNION RIGHTS**

### **Section 2.1. Union Recognition**

- A. EFF recognizes the Union as the exclusive collective bargaining representative of all non-supervisory, non-managerial, and non-confidential employees of EFF in the classifications listed in Appendix A (“Employees”).
- B. The parties agree, and the Union acknowledges, that the duties of management may often overlap with duties of bargaining unit members. The performance of these or any duties by management that may overlap with those of bargaining unit members shall not cause an erosion of the unit through demotion, layoff, or attrition.

### **Section 2.2. Union Membership and Dues Check-off**

- A. Union Membership
  - 1. Within the first twenty (20) business days of employment, all Employees subject to this Agreement shall be required to either: (1) join and remain a member of the Union or (2) pay a service fee in lieu of membership dues.
  - 2. EFF shall provide a Union membership form to all new Employees who are subject to this Agreement at the same time Employees are provided with tax forms and other payroll information. The Employer shall accept and return each original signed membership form to the Union within ten (10) business days of its receipt of the completed form. Employees may also return their completed forms

directly to the Union. The Union will inform EFF of receipt of completed forms.

**B. Check-off of Dues**

1. EFF will deduct from Employees' wages and turn over to the proper officers of the Union the membership dues of such Employees who individually and voluntarily certify in writing that they authorize such deductions.
2. Dues and other applicable deductions from the Employees' paychecks shall be remitted to the Union via Automated Clearing House (ACH) or Electronic Funds Transfer (EFT) within ten (10) business days of the last day of each month.

**Section 2.3. Union Meetings**

- A. The Union shall be permitted to hold meetings, as scheduling permits, on EFF premises either during the lunch hour or outside usual office hours. The Union shall notify EFF's Executive Director, Chief People Officer and Operations Manager of upcoming meetings; they will be notified by electronic mail at least seventy-two (72) hours in advance, or as soon as possible in emergency situations, also by electronic mail. EFF shall provide coverage for front desk staff to attend a one-hour lunch Union meeting each month. The Union will give a minimum of seventy-two (72) hours' notice so as to provide EFF sufficient notice to facilitate coverage of the front desk.
- B. The Union shall be entitled to hold a one (1) hour meeting during the workday each month. The Union and EFF will agree on a six (6) month schedule for these meeting dates.
- C. Each represented non-exempt Employee shall be entitled to a total of six (6) hours of paid time per year to participate in Union meetings.

**Section 2.4. Union Time**

- A. The Union shall be entitled to appoint up to:
  1. One (1) shop steward for every ten (10) Employees in the bargaining unit, and
  2. Three (3) Labor-Management Committee members.
- B. Union officers (including stewards and Labor-Management Committee members) will be permitted to spend a reasonable amount of paid time during their work day to perform the Union's legitimate representational duties, including grievance handling, unfair labor practices, contract enforcement and education, and collective bargaining preparation and

negotiations so long as this does not unduly interfere with or hinder the progress of work.

- C. Supervisors will not deny Union time without good reason and must provide that reason in writing. In the event a supervisor determines that use of Union time will unduly interfere with or hinder the progress of work, the supervisor will inform the Union officer, in writing, of the earliest possible time and date when the Union time may be taken. It is understood that internal Union business (e.g., internal Union elections, financial record keeping, etc.) will be conducted during non-work time.
- D. During the time when the contract is being negotiated, additional time will be needed by the Negotiating Committee. As Union officers and Negotiating Committee members are elected, the Union will notify Human Resources, so that Human Resources can in turn notify the respective supervisors.
- E. When new Employees are hired into the bargaining unit, a Union officer shall be permitted one (1) hour of work time to conduct an orientation with the new hire.

### **Section 2.5. Financial Data**

- A. EFF's Chief Financial Officer will provide financial data to the Union on a quarterly basis. The financial data will be the same data the Chief Financial Officer provides to the EFF Board of Directors and the Executive Director for each quarterly board meeting and will be provided to the Union at the same time it is provided to the Board and the Executive Director. The Union will treat all EFF-provided financial information confidentially, including not distributing copies (except on a temporary basis during a meeting) to members. Nothing in this agreement precludes EFF's right to review financial information at staff meetings.

### **Section 2.6. Labor-Management Meetings**

- A. A Labor-Management Committee shall be established and utilized to discuss and make recommendations regarding labor/management and professional practices of mutual concern. The Committee may discuss and make recommendations on a variety of departmental issues of mutual concern. The Committee shall propose all potential resolutions or options (if there is no consensus) to the Executive Director for consideration.
- B. The Labor-Management Committee will include up to three (3) representatives from the bargaining unit, selected by the Union, and up to three (3) representatives from management. Meetings will be scheduled as needed with a minimum of six (6) meetings a year. The meetings shall be co-chaired by one (1) member of management and one (1) member of the Union. Agendas shall be circulated no less than one (1) business day in

advance of any meeting and minutes shall be taken and circulated no later than ten (10) business days after any meeting.

- C. Upon either party's request, EFF's Executive Director may be asked to attend the meeting to assist in discussions and problem-solving.

### **Section 2.7. Union Acknowledgment**

- A. Placement of the union logo on EFF materials, including email signatures, or its website, and any statement acknowledging this affiliation in a public area in the workplace will be decided by the Labor-Management Committee and subject to review and approval by EFF's artistic team and Executive Director. Approval will not be unreasonably denied.

### **Section 2.8. Union Communications**

- A. Announcements of Union business may be circulated to members of the bargaining unit via EFF electronic mail and via other forms of digital communication hosted or paid for by EFF.
- B. The Union will have the right to post a bulletin board in EFF's offices for the exclusive use of the Union, at designated locations mutually agreeable to the parties. The Union's use of the bulletin board will be limited to the posting of communications related to Union business. EFF agrees to refrain from posting on or interfering in any way with the Union's bulletin board. The Union agrees to refrain from posting any materials of an offensive or derogatory nature directed at the EFF management.

### **Section 2.9. EFF Board**

- A. Prior to appointment of new Board Members, the Executive Director may meet with the Diversity, Equity, and Inclusion Committee to discuss potential candidates. The Executive Director may provide the DEI Committee with the candidate's resume and other materials, if any, that they have submitted for consideration.
- B. Bargaining unit members shall have the right to attend open sessions of EFF's Board of Directors' meetings. EFF will give the Union advance notice of such meetings, including the timing and agenda of meetings.

## **ARTICLE 3 - POSITION CREATION, HIRING, AND VACANCIES**

### **Section 3.1. Position Creation**

- A. EFF agrees to give advance written notice to the Union of its intention to create any new job title within the organization so that the Union may bargain to determine inclusion in the bargaining unit, and wages and working conditions for the new title. EFF may not move forward with posting such positions until that process is completed but it may seek a waiver of this limitation under exigent circumstances, defined as extraordinary events which are an unforeseen occurrence, having a major economic effect requiring the organization to take immediate action.
- B. If EFF contemplates promoting an employee who is included in the bargaining agreement to a newly created position, EFF will meet and bargain with the Union over salary.
- C. This provision shall not apply to promotions as defined in Article 9 for Professional Development and Training.

### **Section 3.2. Hiring**

- A. EFF recognizes the importance of participation in the creation of new positions and hiring decisions by staff members whose work will be impacted by a new employee.
- B. Job Description Creation: The hiring manager will work collaboratively with the team searching for the position, Human Resources, and the appropriate executive team member for the position being filled. Management has final decision-making authority regarding job responsibilities and minimum qualifications. The job description will determine the content of the hiring rubric, which guides the hiring committee's work.
- C. Hiring Committee Formation and Responsibilities: The hiring manager and a Union member, preferably from the team performing the search, will work collaboratively to form the hiring committee. The hiring manager serves as the chair for the hiring committee and the ultimate decision-maker on hiring. The committee should also include:
  - 1. 1-3 staff from the team performing the search;
  - 2. At least one (1) person from another team;
  - 3. At least one (1) non-management DEI Committee member to ensure diversity, equity and inclusion interests in the process.

The hiring committee should include no more than 6 people when possible.

- D. The hiring manager with input from the hiring committee will:
  - 1. Finalize the screening and interview rubrics
  - 2. Help with recruitment for the position in collaboration with Human Resources
  - 3. Identify candidates to interview from the applicant pool
  - 4. Create interview questions based on the rubric and suggestions from Human Resources for the applicant interviews.



- E. All members of the hiring committee will complete their rubric as soon as possible following each interview before discussing candidates in the debrief session.
- F. The hiring manager will hold a debriefing session after the initial applicants have been interviewed and solicit feedback from the hiring committee.
- G. The hiring manager makes the final decision regarding the hire.

### **Section 3.3. Internal Hiring**

- A. Whenever possible, qualified employees currently in service will receive first consideration for any new or open position. Announcement of a new or open position will be circulated among staff for consideration before it is posted externally. EFF will leave the announcement internal for ten (10) business days, and will inform staff if the position will be posted externally, and if being posted externally, of the date when the job posting will be made public outside of EFF. Any qualified employee laid off within twelve (12) months of the announcement will be considered per Article 5 of this Agreement.
- B. A qualified current employee who applies will have the opportunity to be interviewed for the position before EFF hires an outside applicant.

### **Section 3.4. Seniority**

- A. Seniority shall be counted from the first day of employment, including time as a Fellow (whose fellowship at EFF lasted at least one (1) year) or Temporary Employee if subsequently hired for permanent employment, and will accrue based on the number of years of employment with EFF. Any time spent solely as an EFF Special Counsel, Special Advisor, or intern at EFF does not count for Seniority purposes. Seniority as defined in this Section is inclusive of all EFF service, including service prior to the enactment of this Agreement. Seniority will be taken into consideration as a factor in promotions.
- B. Breaks in Service:
  - 1. Layoffs: Regular employees who are laid off and subsequently reinstated shall not lose seniority, and the employee's prior seniority will be credited less their period of time away.
  - 2. Voluntary Resignations: Regular employees who voluntarily resign and are rehired will be reinstated without loss of seniority, and the employee's prior seniority will be credited less their period of time away.

3. Leaves of Absence: An employee on leave of absence shall continue to accrue seniority.

### **Section 3.5. Orientation for Bargaining Unit Employees**

- A. An employee will be oriented and trained by a staff member who is familiar with the duties of the job being filled.
- B. When a new bargaining unit employee is hired, the Union shall be notified within seven (7) business days and a Union representative shall be permitted to meet with the employee for one (1) hour to answer any Union or contract-related questions.
- C. EFF will provide a copy of the current union contract and personnel policies to new employees within their first week of employment.

### **Section 3.6. Introductory Period**

- A. New employees are required to serve an introductory period of nine (9) months excluding leaves of absences of ten (10) business days or longer.
- B. The following employees will not be considered new employees under this provision and are not required to serve an additional introductory period: employees who were laid off and subsequently recalled, and Fellows or Temporary Employees hired into permanent positions so long as their previous period of service was nine (9) months or longer. If previous service was less than nine (9) months, the returning fellow or temporary employee will be on probation until their combined term of service reaches nine (9) months.
- C. The introductory period is considered a period of mutual evaluation during which EFF will provide feedback if areas of concern arise about work performance or responsibilities and the employee will share any concerns they may have with the employer.
- D. A performance evaluation shall be completed every three (3) months for the first nine (9) months of employment and shall be discussed with the employee at the end of each three (3) month period during the introductory period. If at the time of an evaluation EFF believes the employee's performance is unsatisfactory, the employer must provide the employee with a detailed description of the specific criteria which must be met in order to successfully complete the introductory period.

- E. Following successful completion of the introductory period, an employee shall receive an additional performance evaluation at the one (1) year mark of their employment to support their development and growth at EFF.
- F. Employees serving an introductory period shall be covered by all provisions of this Agreement other than the grievance procedure for discipline/discharge matters or the progressive discipline process. During the introductory period the employment relationship is terminable at will.

### **Section 3.7. Optional Exit Interview**

- A. Exit interviews provide valuable feedback and suggestions for organizational improvement. Upon layoff, voluntary resignation, or separation for reasons other than termination an employee must be offered an exit interview with Human Resources. The departing employee may opt to have a representative of their choosing accompany them to the interview. The interview will take place before separation unless the parties mutually agree to schedule it after separation.
- B. An employee shall not be compelled to participate in an interview with any specific person or compelled to participate in the interview process at all.
- C. Except where disclosure or investigation is required by law, the departing employee shall be provided the opportunity to determine whether some or all of the information disclosed in the interview shall be kept confidential or may instead be disclosed to the Labor-Management Committee. EFF will maintain detailed written records of the interviews and will work with the Labor-Management Committee to address departing employees' concerns.

## **ARTICLE 4 - TEMPORARY EMPLOYEES AND CONTRACTORS**

### **Section 4.1. Temporary Employees**

- A. For the purposes of this Agreement, Temporary Employees are individuals engaged to work, either full-time or part-time, in one of the two categories defined below:
  - 1. EFF Temporary Employee: An EFF Temporary Employee is hired, either on a full-time or part-time basis, to fill on a temporary basis the position of a recently departed or promoted employee; to fill a new position on a temporary basis until an employee is hired; to provide temporary coverage for employees who are on a pre-approved leave; or to provide temporary assistance based on certain short-term needs (such as a specific case, or administrative project).

2. Other Temporary Employees: Individuals employed by staffing agencies and assigned to work at EFF.
- B. Temporary Employees, individuals engaged as an Independent Contractor, Fellows with terms of twelve (12) months or less, and interns are excluded from the Bargaining Unit.

#### **Section 4.2. Use of EFF Temporary Employees**

- A. EFF Temporary Employees (as defined above) may be employed for a period not to exceed the length of the special project or the length of the period of absence or leave of absence by the employee for which the Temporary Employee was hired to cover, provided the period does not exceed one (1) year in duration. This period may be extended by mutual agreement of the parties.
1. If an EFF Temporary Employee is hired to cover for an employee's leave of absence, the EFF Temporary Employee may be extended to cover an extension of the employee's leave of absence. The same EFF Temporary Employee may also be assigned to cover for additional employees who are on leaves of absence.
  2. EFF shall not rotate EFF Temporary Employees in and out of a single position in order to continuously fill that position.
  3. Any full-time EFF Temporary Employee retained beyond one (1) year, or such other time frame agreed upon by the union and management, will become a regular employee with all rights and benefits as provided in this Agreement with the following exceptions:
    - a. If a short-term need for which the temporary employee was retained is not completed in the time frame expected, then the Temporary Employee's term may be extended with agreement of the Union until the project is completed without converting to a regular full-time employee status;
    - b. In the case of temporary staffing replacement for an employee leave, the temporary period may be mutually extended to match the length of the employee's projected leave of absence without converting the Temporary Employee to regular employee status.

#### **Section 4.3. Use of Fellows with Term Appointments of Greater than Twelve (12) Months**

- A. Fellows with terms of work of more than twelve (12) months will be covered by this Agreement. At the conclusion of the fellowship term, if a fellow is not hired into a

regular position, their employment will terminate under the term of their fellowship agreement.

- B. The duration of a Fellow's employment at EFF will be determined by mutual agreement between any external sponsor of the fellowship and EFF. If any terms and conditions of a Fellowship conflict with this Agreement, EFF shall notify the Union and the terms of the Fellowship shall govern and shall supersede this Agreement.
- C. EFF will give notice to the Union and the impacted Fellow(s) if an extension beyond the original term becomes likely. EFF, the impacted Fellow, and the Union will maintain communication regarding any possible extension.

#### **Section 4.4. Transition to Regular Employment**

- A. EFF management shall give qualified Temporary Employees or Contractors the opportunity to be interviewed in filling any permanent positions before EFF hires an outside applicant. Any Temporary Employee or Contractor hired into a regular position directly from their temporary position shall have their time as a Temporary Employee or Contractor considered as time worked under this Agreement, in accordance with Article 3.4.

#### **Section 4.5. Communication with Temporary Employees**

- A. The parties recognize the precarity inherent in temporary employment and commit to transparent and prompt communication with all Temporary Employees about the expected duration of temporary employment and the possibility of extensions.

### **ARTICLE 5 - CONTRACT ADMINISTRATION**

#### **Section 5.1. Grievance Procedure - Purpose and General Provisions**

- A. The purpose of the procedures set forth herein is to provide the parties with an orderly means of resolving differences which may arise between them.
- B. Definitions: A grievance is defined as a complaint filed by the Union concerning the interpretation or enforcement of the terms and provisions of this Agreement.
- C. Terms of Grievance: Only an employee who has successfully completed the initial introductory period of employment is eligible to pursue a grievance regarding discharge or discipline.

D. Timeliness: The grievance will be initiated no later than twenty (20) business days after any of the following:

1. The occurrence of the events giving rise to the alleged grievance;
2. The date from when the employee or the Union became aware of the occurrence of an alleged grievance; or
3. Notice of the unsatisfactory conclusion of informal conflict resolution.

E. Adherence to Time Limits:

1. EFF and the Union agree that grievances should be raised and settled promptly.
2. EFF will notify the Union in writing of any terminations of bargaining unit employees so that the Union will have sufficient time to review and respond within set time limits and to maintain an accurate list of bargaining unit members.
3. The time limits in this section may be extended by mutual written agreement.

F. Protected Time for Grievance Meetings: The employee and the employee's designated shop steward will be granted reasonable protected time with pay for participation in grievance meetings.

## **Section 5.2. Grievance Procedure - Steps**

A. Step 1 - Informal Conflict Resolution

1. Conflict may arise around issues regarding interpretation, application, and/or compliance with provisions of this Agreement or whether discharge/discipline was for just cause. When this type of conflict arises, the employee or Union may, but are not required to, use informal conflict resolution.
2. Representative(s) from EFF and the Union will make themselves available for the informal conflict resolution meeting(s).

B. Step 2 - Human Resources Review

1. If informal conflict resolution is unsuccessful, the Union will file a formal notice of a grievance in writing within ten (10) business days of the final informal

conflict resolution meeting. As per Section 5.1(D), if the employee or Union chooses not to undergo informal conflict resolution, the Union will have twenty (20) business days to file this notice.

2. Review Meeting: Upon the receipt of the grievance, the Chief People Officer or their designee will arrange a review meeting within ten (10) business days with the individuals directly involved and the Union representative(s).
3. Resolution: The Chief People Officer or their designee will consider all arguments and evidence submitted during the process before providing a written determination of the grievance to the employee and to the Union within seven (7) business days after the review meeting.

#### C. Step 3 - Executive Director Review

1. If the Union does not accept the determination of the Chief People Officer or their designee, the Union has ten (10) business days from the receipt of the determination to submit the written referral to Step 3.
2. Review Meeting: Upon the receipt of the grievance, the Executive Director or their designee will arrange a review meeting within ten (10) business days with the individuals directly involved and the Union representative(s).
3. Resolution: The Executive Director or their designee will consider all arguments and evidence submitted during the process before providing a written determination of the grievance to the employee and to the Union within seven (7) business days after the review meeting.

#### D. Step 4 - Arbitration Procedure

1. If the Union does not accept the Executive Director's recommendation, the Union has ten (10) business days from the date of the decision to refer the grievance to arbitration. The Union will notify EFF in writing of its intention to arbitrate the dispute.
2. Selection of an Arbitrator: The Arbitrator will be selected upon mutual agreement of EFF and the Union. If EFF and the Union cannot agree upon an arbitrator, either side may request that the Federal Mediation and Conciliation Services (FMCS) supply a list of seven (7) names of arbitrators who, if possible, are members of the National Academy of Arbitrators from the metropolitan area. The

arbitrator will be selected from this list by the alternative striking of names (the first strike being determined by a flip of a fair coin), and the last name remaining will be the Arbitrator.

3. Scheduling: Arbitration will be scheduled as soon as possible, considering schedules of the representatives of EFF and the Union. The hearing will be closed unless the arbitrator rules otherwise.
4. Resolution: After the hearing, the arbitrator will render a decision, which will be final and binding on all parties.
  - a. The arbitrator will have no power to add to, or subtract from, alter, modify, or amend any of the terms or provisions of this Agreement.
  - b. The arbitrator has the authority to award “make-whole” equitable relief (that is, reinstatement) and monetary damages, including lost wages and/or benefits, and/or any other remedies consistent with this Agreement.
5. Expenses: The expenses of arbitration will be divided equally between EFF and the Union. The expenses will include transcription costs and payment to the arbitrator. Transcription may be waived by mutual agreement of EFF and the Union. EFF and the Union each will bear its own expenses of representatives and witnesses, and each will bear its own attorneys’ fees, if any.

### **Section 5.3. Discipline and Discharge**

- A. Just Cause: No employee who has completed their introductory period shall be disciplined or discharged for job performance or violation of employment rules of conduct without just cause. In determining appropriate disciplinary action, EFF will consider the severity of the offense or shortcoming, the employee's work record, mitigating circumstances, and other reasonable considerations consistent with just cause. All discipline will be administered in a fair and consistent fashion, and in accordance with Section 5.3(C). If a meeting is held to discipline an employee, that employee shall be advised of their right to have a Union representative present at the meeting.
- B. Non-Disciplinary Counseling: Prior to engaging in Progressive Discipline as outlined in Section 5.3(C), an employee’s supervisor shall make every effort to address employee performance or conduct through non-disciplinary informal counseling. EFF may, but is not required to, document non-disciplinary informal counseling. Any documentation from non-disciplinary informal counseling will not be included in an employee’s



personnel file. Non-disciplinary counseling shall never be referenced in or used as a basis for discipline.

- C. Progressive Discipline: After discussion between an employee and EFF at each step of the process below, discipline will be administered progressively in the following way, unless the severity of the offense (e.g. theft, threats, physical endangerment, fraud, sexual harassment, breach of professional legal standards or unethical behavior the employee knew or should have known could seriously affect the organization's interests) warrants otherwise:
1. Verbal reprimand. When giving a verbal reprimand for the purposes of this Progressive Discipline process, EFF shall clearly advise the employee that the conversation is a verbal reprimand and provide a written summary to the employee.
  2. Written reprimand, including required corrective action within a specified period of time.
  3. Written Performance Improvement Plan (PIP) to be developed with an employee indicating areas that are below job expectations and identifying specific ways in which the employee may improve performance in a stated reasonable period of time that is mutually agreed to by EFF and the employee. Work on the PIP should begin promptly after Human Resources notifies an employee a PIP will be initiated. Progress in achieving the expectations outlined in the PIP will be assessed by the employee's direct supervisor and Human Resources, in consultation with the employee. A PIP is designed to facilitate a constructive discussion between an employee and supervisor (and Union representative if requested) about work requirements, including established standards and expectations in one or more significant position requirements. The PIP and the employee's written response, if any, will be placed in the employee's personnel file.
  4. Termination.
- D. Documented Discipline: When an employee receives discipline, they shall be informed by EFF of the level of discipline according to the steps in this Section. All discipline will be placed in an employee's personnel file. In the case of a written reprimand or PIP, the employee shall have the right to comment in writing and such comments will be included in the employee's personnel file. Prior discipline will not be used in assessing future discipline unless said prior discipline occurred within the previous twenty-four (24)

months and is relevant to the current issue.

- E. Union Representation: EFF shall advise an employee of their right to have a Union representative present in advance of any discussion or meeting, the outcome of which may be discipline or termination. An employee may elect to have a Union representative present at any discussion regarding job performance or any other matter which the employee reasonably believes may lead to discipline. If an employee requests a Union representative, such discussion shall commence in a reasonable period of time.

#### **Section 5.4. Layoff & Recall**

- A. Reduction in Staff: In the event that budgetary factors or staff reorganization(s) require reductions of a staff position(s), the following procedure shall be followed:
  - 1. EFF shall promptly notify the Union in writing when it believes layoffs may be necessary.
  - 2. At the Union's request, within ten (10) business days of such notice, EFF shall meet with the Union to explore alternatives before any layoffs are implemented. Union representatives involved in these discussions agree not to disclose, either directly or indirectly, to bargaining unit employees and/or to any third parties any confidential information received from EFF regarding potential layoffs or unannounced plans for layoffs. EFF agrees that it will make an effort to retain represented staff whenever practicable.
  - 3. If layoffs of represented staff become necessary, represented staff shall be laid off according to level of seniority (starting with the least senior employee) within each job classification and team. EFF may determine which job classifications and programs will be affected by the layoff.
  - 4. Employees who are affected by the projected reduction in staff shall be given no less than twenty (20) business days' notice in writing of the projected reduction.
- B. Recall: An employee covered by this Agreement who is laid off shall have recall rights for a period of twelve (12) months to be considered for rehire for any job for which they are qualified and able to perform. EFF shall notify all employees with recall rights of job openings and advise that they may apply. Former employees who apply will be given an initial screening interview and, if deemed qualified by EFF for the position, will be rehired before hiring of equally qualified new employees for those openings. If an

employee with recall rights applies for a position and is not rehired, EFF will notify that employee and upon request, EFF will advise the Union of the reason for its decision.

### **Section 5.5. Severance and Support in the Event of Layoff**

- A. When non-probationary employees are laid off they shall receive severance pay based on their length of employment at EFF pursuant to the following schedule:
  - 1. Four (4) weeks of pay after completion of an employee's probationary period through the first year of employment and one (1) additional week of pay for every additional year of tenure, up to a maximum of twelve (12) weeks of pay.
- B. This Section shall not be interpreted to prevent EFF from providing additional severance to employees. EFF may consider an employee's individual circumstances, including but not limited to financial hardship, in providing additional severance.
- C. Once an employee has been notified that they will be affected by the projected reduction in staff (including voluntary layoffs), they shall be granted paid time off up to ten (10) hours per week to look for other employment.
- D. Employment Verification: EFF shall verify an employee's title, dates of employment and state that the employee was laid off as part of a staff reduction action for all laid-off employees.

## **ARTICLE 6 - HEALTH, SAFETY, AND WELLBEING**

### **Section 6.1. Health & Safety**

- A. EFF will work with employees to provide a safe and healthful work environment. No employee shall be required to work under conditions which the employee has a reasonable, good-faith belief are injurious to their health. Any employee who is aware of such conditions, or any potential health or safety hazards, must immediately bring them to the attention of management. No employee will be subject to retaliation for reporting safety concerns to management. When requested, EFF shall meet with the Union as soon as possible to negotiate over employee safety concerns.
- B. EFF will comply with all applicable OSHA rules and state rules and regulations (Cal/OSHA, CDPH, etc.) concerning the workplace.

- C. In the event of a protracted public health/safety emergency that affects employee working conditions (e.g., pandemic, flood, wildfire, extreme weather conditions, etc.), and upon the Union's request, EFF shall meet with the Union as soon as reasonably possible to negotiate over employee safety and working conditions.

### **Section 6.2. Ergonomic Evaluation and Equipment**

- A. EFF will provide employees with a yearly ergonomic training. EFF will procure recommended ergonomic equipment as needed, as soon as such equipment can be ordered and obtained after the ergonomic training or after otherwise learning of an employee's need for such equipment. EFF shall not unreasonably refuse to provide any ergonomic equipment recommended by an ergonomic evaluator or by an Employee's doctor.
- B. Employees are encouraged to promptly report any case of ergonomic injury due to work or job station or tool design to a designated EFF management or Human Resources employee responsible for ergonomic safety.

### **Section 6.3. First-Aid and Emergency Response**

- A. First-aid supplies shall be located in clearly marked locations at the EFF offices, including at each floor. The location of the nearest medical facility shall be posted in the kitchen at each office location.
- B. EFF will create and maintain an emergency evacuation plan and will conduct regular practice evacuations.

### **Section 6.4. Employee Safety Concerns and Training**

- A. EFF will work with employees to develop de-escalation and safety protocols and ensure that all employees receive training. Employees must immediately notify a representative of management if any employee, contractor, or visitor threatens them or prevents them from performing their duties, or if they otherwise fear for their physical safety at any work location. If an employee raises a safety concern, EFF will respond and work with the Employee to create a safety plan within twenty-four (24) hours. EFF, when possible, should respect the privacy/confidentiality of the Employee that reports any such behavior. No Employee shall be subject to restraint, coercion, or reprisal for reporting safety concerns relating to workplace violence to a representative of management. EFF will provide training in de-escalation to employees at least once a year.

- B. Employees whose responsibilities include unique challenges and risks in the course of their work shall receive additional training as needed. Such training includes but is not limited to de-escalation training for front desk and operations staff, interfacing with individuals in crisis, etc.

### **Section 6.5. Breastfeeding and Lactation Support**

- A. Lactating employees shall be provided a private place to express milk.
- B. EFF will allow Employees to use their offices to express milk and shall install a lock on the office door for any Employee who requests it for this purpose. Upon request, an Employee shall also be provided with a hot plate and/or small refrigerator to store milk in their office during that period.
- C. If an Employee does not have a dedicated office, EFF shall make a private room (not a restroom) available for Employees to express breast milk. The private room will have a comfortable chair, electrical outlet, small refrigerator, hot plate, and locking door. If at any time an Employee is using the room for a purpose other than expressing milk, the space must be relinquished to an Employee needing it for lactation.
- D. Expressed milk can be stored in either a private small refrigerator or a kitchen refrigerator.

### **Section 6.6. Children in the Workplace**

- A. This Section is intended to support employees when sudden unexpected gaps in childcare arise and is not intended to be a replacement for having a childcare plan in place.
- B. Parents, foster parents, or guardians with children (“parents”) may ask their supervisor for permission to bring their child to work with them. Such requests will not be unreasonably refused. Sick children should not be brought into the workplace.
- C. The child must remain under the direct care and supervision of the parent at all times. The parent must ensure that the care and supervision of their child does not materially interfere with their ability to do their work or create an unnecessary risk or distraction for others at work. The parent will accept complete responsibility for the safety of the child. The parent will notify operations staff and follow office procedures when bringing their child.

### **Section 6.7. Privacy in the Workplace**

- D. EFF has a decades-long history of protecting the privacy of everyday people, including in the workplace. EFF does not surveil or record its Employees, including through activity monitoring software (“bossware”) or devices used by Employees except as necessary to provide technical services to staff (e.g., real-time chat platforms, video conferencing, email) and access to EFF’s buildings.
- E. EFF does not require Employees to provide personal social media account information. Employees’ personal social media postings are not the basis of, or admitted as evidence to any disciplinary action unless they violate the employment rules of conduct as described in the Employee Handbook.

## **ARTICLE 7 - WORKING CONDITIONS**

### **Section 7.1. Work Day**

#### **A. Normal Work Week**

1. Non-Exempt Employees: All full-time non-exempt Employees have a forty (40) hour workweek. A normal workday is an eight (8) hour day, plus a lunch break. Employees may elect to take one-hour or thirty-minute lunch breaks.
2. Exempt Employees: Exempt Employees are expected to work as necessary to complete their work on a timely and professional basis.

#### **B. Overtime for Non-Exempt Employees:**

1. Non-exempt employees will accurately record and report their hours of work and will receive overtime pay in accordance with applicable law, and as provided in this Article. No overtime-eligible employee shall perform any overtime work without the Employer’s written authorization in advance.
2. Hours worked by a non-exempt Employee in excess of forty (40) hours up to fifty (50) hours in a week shall be paid overtime at one-and-one-half (1-1/2) times their regular rate of pay. Hours worked in excess of 50 (fifty) hours in a week (Monday through Sunday) shall be paid at two (2) times their regular rate. Overtime hours worked will be paid in fifteen (15) minute increments. If there are opportunities for overtime hours the employer shall attempt to distribute them on an equitable basis among the employees who have the skills necessary to complete the overtime work.

#### **C. Breaks**

Non-exempt Employees shall be entitled to paid fifteen (15) minute rest periods and unpaid thirty (30) minute meal periods as provided in the chart below:

<b>Hours Worked</b>	<b>Rest Periods Provided</b>	<b>Meal Periods Provided</b>
Less than 3.5	None	None
3.5 to 5	One rest period	None
5 - 6	One rest period	One meal period
6 - 10	Two rest periods	One meal period
10 +	Three rest periods, then one additional rest period for each additional four hours worked.	Two meal periods, then one additional meal period for each additional five hours worked.

If an Employee is not relieved of all duty during their break they must inform their supervisor or Human Resources no later than one (1) hour after the scheduled break, although preferably such notice will come in a sufficient time before the break time so that the supervisor or Human Resources has a chance to avoid the employee missing the break. All employees shall be entitled to one (1) hour of penalty pay for each missed break. Pay for missed breaks shall be included in the Employee's next paycheck.

**D. Part-Time Employment (Note that this is different from Temporary Employment which is addressed in Article 4)**

1. By mutual agreement between EFF and the Employee, a part-time schedule may be established with wages, vacation, sick leave, and other paid leaves being prorated in the ratio that the part-time schedule bears to a regular full-time schedule. Part-time Employees who work a regular schedule of at least twenty (20) hours per week will continue to be covered by employer-provided insurance benefits and retirement plans.
2. If a part-time Employee is consistently required to work on days or hours when they otherwise would have been off based on their part-time schedule, the parties agree to meet, review and discuss the appropriate salary and/or workload for the Employee.
3. Part-time hourly non-exempt Employees who are temporarily assigned to work additional hours will be compensated for all hours worked. Should a part-time

non-exempt Employee work in excess of forty (40) hours in a week they will be entitled to overtime as described above in Section 7.1(B).

## **Section 7.2. Remote Work**

- A. EFF recognizes the benefits to the office environment and to Employees' personal and family lives of both remote and in-person work, and may offer remote work options where feasible given the job description and duties of the position. Except for those positions designated by management as requiring in-office work five days a week, Employees shall be able to work remotely at least one (1) day per week, with scheduling of remote time subject to team needs. However, management may temporarily require an Employee to work more in-office time for specific time periods as determined by the team director. Team directors shall collaborate with their staff, considering input from others, when making adjustments to existing remote work policies.
- B. If there is disagreement on a remote work policy, individuals may appeal the policy by bringing it to Human Resources. If an agreement cannot be reached by consulting with Human Resources, the appeal will be referred to the Labor Management Committee.

## **Section 7.3. Alternative Work Schedules**

- A. EFF is committed to helping Employees face the demands of juggling work, family, and life by facilitating an environment that supports a work-life balance while ensuring that teams and cross-team groups in which the employee participates can function and rely upon each other to get their work done cooperatively. A request for an alternative work schedule will be considered.
- B. Employees may work with their supervisor to request and determine whether an alternative work schedule is appropriate. If the Employee and supervisor identify a suitable alternative work schedule, the proposed schedule will be reviewed by Human Resources to ensure compliance with any relevant employment laws and other EFF policies. After review, Human Resources will forward the proposed alternative work schedule to the appropriate Managing Director and/or the Chief Operating Officer for final approval to ensure that the proposed schedule will work for all of the staff that relies upon that position. If an alternative work schedule is approved, Human Resources will place a copy of the schedule in the Employee's personnel file.
- C. If, despite everyone's best efforts, an alternative work schedule arrangement is not working out for the Employee or for EFF, the supervisor will meet with the Employee and identify the specific way the alternative work schedule is impacting the staffing and coverage needs of EFF or the Employee's ability to perform their job. The supervisor and Employee will collaborate to explore suitable alternatives, following the same approval steps outlined above in Section 7.3(B) for any modified or new alternative work plans.



An Employee shall be provided at least two (2) weeks' notice before any schedule change is implemented.

#### **Section 7.4. Workload Management**

- A. A discussion of workload and capacity shall be a part of Employees' regular check-ins with supervisors. The supervisor shall attempt to balance workloads.
- B. The Labor Management Committee shall convene to meet and confer regarding workload management.

### **ARTICLE 8 - VACATION, HOLIDAYS, AND LEAVE**

EFF recognizes and appreciates the concentrated effort and significant amount of hard work performed by its staff in carrying out the organization's important programs and goals. For that reason and to foster the health and well-being of EFF's staff, all Employees are urged to take advantage of the following extensive program of paid time off.

#### **Section 8.1. Flexible Vacation Leave**

- A. EFF recognizes that its Employees are highly motivated and professional, and accordingly, trusts its Employees to make good decisions regarding balancing their workloads, EFF's mission, and the need to take vacation time for resting, relaxing and pursuing other interests. For these reasons, EFF will provide Employees with Flexible Vacation Leave, along with a requirement that employees take a minimum amount of vacation each year and a process by which employees work with their supervisors and others to ensure that employees who are not on vacation are not overburdened.
- B. Usage Guidance and Expectations: All Employees are required to take a minimum of four (4) weeks of vacation leave each year. Supervisors will monitor and discuss vacation usage with their Employees on a regular basis to ensure they are on track to take the required four (4) weeks of vacation each year.
- C. Approval: Employees shall notify their supervisor in advance of their intent to take vacation and get approval for the time off to ensure that the team has sufficient resources to maintain its work and that team members who are not on vacation are not overburdened.
  - a. For fewer than five (5) consecutive or nearly consecutive days or less of vacation leave, the Employee shall give their supervisor as much notice as possible.
  - b. For five (5) to ten (10) consecutive or nearly consecutive days of vacation leave, the Employee shall request the time off at least two (2) weeks in advance of the dates requested.

- c. For more than ten (10) consecutive or nearly consecutive days of vacation leave, the Employee shall request the time off at least four (4) weeks in advance of the dates requested.
- D. Employees shall communicate current commitments and deadlines to their supervisor and collaborate with their supervisor to ensure EFF is able to meet expected deliverables during their vacation. Supervisors shall make a good faith effort to enable Employees to schedule leave, including a reasonable time soon after a period of high demand and intense work.
- E. If an Employee believes a request for leave has been unreasonably denied by a supervisor, the Employee may informally appeal that decision to Human Resources. This does not preclude the Employee from later formally invoking the grievance procedure in Section 3.2.
- F. The Labor Management Committee will review this policy on a regular basis to ensure that it is meeting the goal of providing Employees with vacation leave.
- G. This policy does not take the place of any existing required sick time or leave policies (PFL, SDI, FMLA, PDL, CFRA, ADA, etc.) required by law. Federal, state and local required sick time is tracked separately from this Flexible Vacation Leave policy (See Section 8.4 - Flexible Personal Necessity Leave).
- H. Accrual: Vacation time off does not accrue, and as such, there is no rollover from year to year. Additionally, since time does not accrue under this policy, no cashout or payout of unused time is available upon separation or at any time during employment.
- I. Requirements for tracking flexible vacation leave and other information regarding flexible vacation leave are outlined in the EFF Employee Handbook.

## **Section 8.2. Holidays**

- A. The following days are paid holidays for all Employees:
  - 1) New Year's Day;
  - 2) Martin Luther King Jr.'s Birthday;
  - 3) Presidents' Day;
  - 4) Cesar Chavez Day;
  - 5) Memorial Day;
  - 6) Juneteenth;
  - 7) July 4th Summer Holiday: the business week inclusive of the observance of

- Independence Day;
- 8) Labor Day;
- 9) Indigenous People's Day;
- 10) Veterans Day;
- 11) Thanksgiving Day;
- 12) Day after Thanksgiving; and
- 13) Winter Holidays: the business days including and between Christmas Eve and New Year's Day.

- B. EFF may, at its discretion, schedule additional paid holidays. When scheduled, such holidays shall be extended to all Employees.
- C. By the first business day of December each year, EFF shall notify all Employees covered by this Agreement of the dates on which the enumerated holidays will fall in the following calendar year.
- D. Holidays that fall on a weekend day will be observed by Employees on the work day (Friday or Monday) nearest to the calendar date of the holiday.
- E. If a non-exempt Employee is required to work on a holiday, the Employee will do one of the following:
  - 1. Elect to be paid for time worked at their normal rate of pay and arrange with their supervisor to take another day off within three (3) months, or
  - 2. Elect to be paid at two (2) times the Employee's regular rate of pay for the holiday.
- F. An exempt Employee required to work on a holiday will be allowed to take an alternate day off in lieu of the holiday within three (3) months.
- G. When a compensated holiday falls within an Employee's leave, the holiday extends the leave by the number of days of the holiday.
  - 1. If an Employee is using intermittent paid caregiving leave in single days, intermittent paid leave does not need to be used when the leave falls on a holiday.
- H. Employees who are taking a leave of absence without pay will not be paid for holidays occurring during their absence.

### **Section 8.3. Summer Fridays**

- A. Between the July 4<sup>th</sup> and Labor Day holidays, Employees shall have the option to work half-days every Friday, with no reduction in pay or benefits.
- B. If Employees elect to take the full Friday off during Summer Fridays, they only need to request four (4) hours of time off.
- C. Summer Fridays do not count for purposes of extending DPL, SDI or PFL leaves of absence.

#### **Section 8.4. Flexible Personal Necessity Leave**

- A. EFF recognizes that Employees need time to deal with their own or a spouse, partner, child, family member, or designated person's illness, mental health, wellness, gender-affirming care, and reproductive care and a wide variety of personal obligations that can occur during the work week. To this end, Employees shall have flexible personal necessity leave. Personal necessity leave is for instances of personal need, not for vacation, travel, or recreational purposes.
- B. An Employee may designate an additional person for whom they may use flexible personal necessity leave to provide aid or care. EFF will provide Employees notice of their right to designate a person within five (5) days of the start of their employment. An Employee of EFF may make the initial designation and update that designation at any time.
- C. To protect the health and safety of all Employees and their families, and to promote a strong vision of public health, EFF strongly encourages Employees who are feeling unwell to use their flexible personal necessity leave time.
- D. Notice: Understanding that personal needs can arise unexpectedly, Employees shall:
  - 1. provide as much notice as possible to their supervisor but must communicate their absence to their supervisor no later than two (2) hours after the start of their normal work time unless physically unable to do so.
  - 2. If the Employee knows of the leave in advance (e.g. Jury Duty, etc.), they are expected to give longer notice, similar to that required for vacation leave, to allow EFF to ensure that coworkers are not overburdened.
- E. Flexible personal necessity leave does not accrue, and therefore, is not eligible for a payout upon separation or at any other time during employment.

- F. Flexible personal necessity leave is not intended to replace state-provided benefits. If an Employee becomes eligible for a state-based insurance benefit, the Employee shall notify Human Resources at the soonest possible date. For example, in California, Employees become eligible to file an SDI claim on the eighth (8) day of an illness or accident that prevents them from working.
- G. Flexible personal necessity leave includes time off for bereavement as well as any required time off for federal, state or local requirements for voting, jury and witness service, military service, organ and bone marrow donation or any other required purposes except for those required under the California Family Rights Act, California Pregnancy Disability Leave, California Paid Family Leave, DC Paid Leave Act, Massachusetts Paid Family and Medical Leave Act, Maryland Time to Care Act, New York Paid Family Leave Act, NY State Disability Leave, Oregon Family Leave Act, and the Federal Family and Medical Leave Act and any other federal, state or locally funded insurance or benefits program covering disability and family leave.
- H. Requirements for tracking flexible personal necessity leave and other information regarding flexible personal necessity leave are outlined in the EFF Employee Handbook.

### **Section 8.5. Family and Medical Leave**

- A. For Employees taking medical leave for their own health issues including pregnancy and post-birth recovery, EFF shall make up the difference between the Employee's salary and the Employee's State Disability Insurance (SDI) or any employer-paid short-term disability benefit for the full length of the claim, to ensure that Employees are compensated at 100% of their salary.
- B. For Employees taking family medical leave to care for a seriously ill family member or designated person, EFF shall make up the difference between payments made by California Paid Family Leave (PFL) up to eight (8) weeks in any twelve (12) month period, to ensure that Employees are compensated at 100% of their salary. In the case that an Employee takes paid family leave for a designated person who is not a qualifying family member under PFL, then EFF shall pay 100% of the Employee's salary for up to eight (8) weeks in any twelve (12) month period.
- C. Unpaid Leave:
  - 1. After the paid medical or family leave described in paragraphs (A) and (B) is exhausted, an Employee may request an additional period of unpaid leave by submitting a written request to Human Resources. The request should state the reason for the leave and the proposed duration. Leaves may be granted at the discretion of Human Resources. If a discretionary leave is granted, a date shall be

set for the end of the leave, and the Employee shall have a right to return to employment on that date. Reasonable requests for an extension to unpaid leave shall not be unreasonably denied. If the Employee's position is vacant, they may return on a date earlier than the established end date of leave with approval from Human Resources.

2. The layoff and recall provisions of this Agreement shall apply to Employees on discretionary leave. When the leave of absence is not due to disability, fringe benefits such as health, dental, and life insurance will continue for sixty (60) days, after which they are terminated until the beginning of the month in which the Employee returns to work. Health plan, life, dental or disability contributions ordinarily made by the Employer beyond the last day of the first month of leave may be made by the Employee at their own expense to the extent permitted by the applicable plan and by federal law, COBRA.

### **Section 8.6. Parental Leave**

- A. EFF shall make up the difference between the Employee's salary and the Employee's payments by the state for Paid Family Leave (PFL), to ensure that Employees taking PFL are compensated at 100% of their salary for eighteen (18) weeks to be used within one (1) year following the birth of a newborn child of the Employee or Employee's spouse or partner, or for the placement of a child with the Employee for adoption or foster care (inclusive of the adoption and placement process and bonding). Leave may be used consecutively or intermittently throughout the year.

### **Section 8.7. Discretionary Paid Leave**

- A. All Employees with a minimum of seven (7) years continuous employment at EFF are eligible to apply for a discretionary paid leave (DPL) of up to sixty-five (65) business days, with pay and benefits. Subsequent eligibility after a prior DPL may be submitted after seven (7) years of continuous employment from the date the Employee returns to work from DPL.
- B. Holidays that fall during DPL are not included in the sixty-five (65) days and are added to the overall length of the DPL.
- C. All DPLs, including the terms thereof, are subject to approval by EFF's Chief Operating Officer or their designated representative. Requests for DPL shall not be unreasonably denied. In the event a request for DPL is denied, an Employee may apply again after three (3) months.

- D. Once DPL is approved, Employees and supervisors shall work together to identify the best time period for leave. To ensure teams can more easily cover vacancies created by DPLs, all DPLs must be taken continuously and may not be broken up.

### **Section 8.8. Bar Study Leave**

- A. Employees hired prior to passing the California Bar Examination shall be provided twenty-five (25) days of paid bar study leave each time they are preparing to sit for the bar examination. Employees shall also be entitled to take an additional two (2) days of paid leave for the dates of the bar examination.
- B. Employees must complete all requirements for admission to the bar within one year of their hire date. An Employee who does not pass the bar examination shall be entitled to take the bar examination at least one (1) additional time and receive the leave benefits described above.
- C. EFF shall provide Employees required to take the bar exam for their position with a \$6,500 stipend to be used for expenses associated with one (1) bar exam, including but not limited to application fees, study materials, and other related expenses.

### **Section 8.9. Job Security While on Leave**

- A. Excluding in the case of layoff(s), all paid leaves are job-protected leaves, whether pursuant to state or federal law or EFF policy.

## **ARTICLE 9 - PROFESSIONAL DEVELOPMENT AND TRAINING**

### **Section 9.1. Organizational Commitment to Training, Mentorship, and Professional Development**

- A. EFF is committed to providing Employees with opportunities for growth and development of skills and knowledge related to their work.
- B. The Labor-Management Committee may encourage, consider, and disseminate recommendations from staff for training events, and confer regarding training needs.

### **Section 9.2. Job Descriptions and Titles**

- A. EFF will provide each Employee with a copy of their job description at the time of hiring and upon request. The parties recognize that the duties and responsibilities of positions may evolve and change over time. If substantial changes are contemplated, EFF shall work collaboratively with the affected Employee(s) and the Union to amend the job

description. Job descriptions for the same classification or internal title within a given team should be as consistent as possible.

- B. If an Employee believes that their job responsibilities have substantially changed and/or increased, and that this warrants a review of their job title and/or job description, the Employee may request their supervisor and Human Resources conduct a review and report their findings to the employee and their designated Union representative(s).

### **Section 9.3. Professional Development and Performance Evaluations**

- A. Supervisors have the responsibility for guiding Employees in their professional development efforts.
- B. Employees shall receive annual performance evaluations that contain constructive feedback and actionable guidance, including but not limited to information about how to access relevant development opportunities and funds available for this purpose.
- C. As part of the annual performance evaluation process, Employees may work with their supervisors to create and implement a professional development plan with the purpose of enhancing the Employee's professional knowledge, skills, and abilities, within their current job description.
- D. EFF shall provide the opportunity for Employees to submit written feedback on their supervisor directly to the supervisor or to the supervisor's supervisor as part of the Employee's performance evaluation process.

### **Section 9.4. Access to Training**

- A. Employees shall be permitted to attend job-related professional development training during work hours, subject to their supervisor's approval considering the work, staffing, and financial constraints of EFF. EFF shall cover the costs of such training.
- B. Employees may attend job-related training or obtain training materials at a cost of up to \$500.00 per year subject to their supervisor's prior approval, with such approval not to be unreasonably denied. Supervisors may approve training exceeding this amount. Conferences and events that staffers are assigned to attend (and which are pre-approved in the budget process) or as part of a team's regular work are not included in this training amount.
- C. When an employee moves between positions or assumes new responsibilities, EFF shall provide training necessary to carry out the expectations of the employee in their new



position. Such training shall include, but is not limited to general orientation to the new role, specific skills training, and ongoing mentorship.

### **Section 9.5. Promotion to Senior Status**

- A. To recognize Employees' service, experience, and expertise, Employees who have worked at EFF for at least three (3) years in the same job shall be granted Senior Status.

### **Section 9.6. Professional Memberships**

- A. For attorneys practicing law on behalf of EFF, EFF will pay for annual State Bar dues for California and any other jurisdiction where the attorney has an active bar membership, as well as one-time fees for admission to any relevant federal court of appeals or the U.S. Supreme Court. EFF also may pay for annual membership dues for additional organizations, such as the California Lawyers Association, the American Bar Association, a local bar association, a professional association, or other institutions that have a direct bearing upon the work of EFF.
- B. For all non-attorney staff, EFF, on an annual basis, may pay for dues for one (1) membership in a professional organization that furthers the Employee's professional development and the interests of EFF.

## **ARTICLE 10 - NONDISCRIMINATION, ACCOMMODATION, AND DIVERSITY**

### **Section 10.1. Discrimination and Harassment Prohibited**

- A. EFF is an equal employment opportunity employer and shall not discriminate on the basis of race; color; religious creed; sex (including pregnancy or reproductive history); gender; national origin; ethnicity; ancestry; citizenship; age; medical condition including genetic characteristics; mental or physical disability; service in the uniformed services or veteran status; marital status; caregiver status; sexual orientation; gender identity (including transgender status); gender expression; weight; height; body size; linguistic characteristics (such as accent and limited English proficiency, except where substantially job-related); educational status (where not substantially job related); citizenship status; status as a victim of domestic violence, sexual assault, or stalking; HIV/AIDS status; conviction/incarceration history (except where, in EFF's reasonable judgment, this conviction or history is substantially job-related or creates a risk to the safety of other EFF staff or of EFF's reputation); political affiliation; Union activity; or any other basis prohibited by law. EFF also prohibits discrimination based on a perception that an individual has any of the characteristics of the protected classes listed above, and further prohibits discrimination against an individual who is associated with a person who has, or

is perceived to have, any of those characteristics.

- B. EFF will maintain a work environment for its employees that is free from all forms of discrimination, harassment, and/or retaliation that are inconsistent with this Agreement or with any applicable law. Such conduct will not be tolerated by EFF, either by its employees or agents, including supervisors, non-supervisors and directors, or by non-employees such as job applicants, volunteers, clients, or employees of vendors or outside contractors. EFF's policy regarding discrimination, harassment, and retaliation, and the procedures for making a complaint regarding any such conduct, are set forth in the organization's Employee Handbook.
- C. The Union is committed to upholding the equal opportunity requirements and undertakings set forth in this Article and will cooperate with EFF in the administration and enforcement of these nondiscrimination policies and CBA provisions.

### **Section 10.2. Disability and Reasonable Accommodation**

- A. EFF commits to making its work facilities barrier-free and accessible for all applicants and employees in accordance with applicable law, and will make reasonable accommodations in accordance with applicable law, provided such accommodations do not constitute an undue hardship.
- B. Employees shall have the right to have a Union representative present during reasonable accommodation meetings. EFF shall advise an employee of this right prior to any scheduled reasonable accommodation meeting. Nothing in this section shall be interpreted to prevent EFF management and Human Resources from discussing reasonable accommodation with an employee who chooses to initiate and conduct a meeting or conversation without a Union representative.
  - 1. The parties agree that reasonable accommodation meetings are part of an interactive process to identify adjustments or modifications to the work environment of qualified individuals, in line with the Americans with Disabilities Act. The parties commit to professionalism and cooperation in the spirit of positive resolution.

### **Section 10.3. Diversity, Equity, and Inclusion (DEI) Committee**

- A. EFF's Diversity, Equity, and Inclusion Committee (DEI Committee) serves as a voluntary resource to the rest of the organization on issues relating to marginalized communities. Its purposes are:
  - 1. To help review internal policies and practices for bias or non-inclusive effects (such as accessibility), to ensure that these are inclusive of and respectful to

people in/from marginalized groups and communities, and to help ensure EFF's work environment is one that presents the greatest opportunities for each person's work success and positive contribution.

2. To look for and articulate different perspectives from marginalized communities that others in the organization may not be as familiar with.
  3. To help expand representation within the organization to include viewpoints and experiences of the wide range of marginalized communities affected by our issues.
  4. To look for opportunities to broaden EFF's messaging to include groups unintentionally "othered."
- B. The DEI Committee acts as an internal consultancy in support of EFF's DEI goals. Both management and the Union shall work to ensure that the Committee will include representation from inside and outside the bargaining unit.
- C. To further the Committee's purposes, annually, EFF will share voluntarily provided employee demographic information with the DEI Committee on a confidential basis. This does not obligate EFF to collect demographic information.
- D. DEI Committee participation shall be a part of an employee's workload subject to Article 7 and agreement with the employee's supervisor.

## **ARTICLE 11 - EMPLOYEE BENEFITS: INSURANCE PLANS**

### **Section 11.1. Eligibility and Enrollment**

- A. EFF will provide group medical (including prescription drug coverage), dental, vision, long-term disability, and life insurance (including accidental death and dismemberment insurance plans) for all Employees. Plan descriptions are available from Human Resources.
- B. When determining a start date for a new hire, EFF will inform the Employee of the parameters of any insurance waiting-period requirements and work with the Employee to choose a start date that allows the Employee's benefits to begin at the earliest possible date.

### **Section 11.2. Enrollment of Dependents and Partners**

- A. Employees may enroll eligible dependents in health, dental, and/or vision benefits within one (1) month of the dependent's obtaining eligible status, e.g., birth, adoption, marriage, or domestic partnership. Employees may also enroll dependents during the annual open

enrollment period.

- B. Dependent eligibility is determined by EFF's insurers and not by EFF.

### **Section 11.3. Medical Insurance**

- A. Medical coverage will be provided at EFF's expense (covering 100% of premiums) for eligible Employees and dependents.
- B. EFF will continue to maintain the same or similar level of medical coverage for the duration of this Agreement.
- C. EFF will work with the Labor Management Committee to explore affordable and feasible insurance coverage appropriate for nonprofits of EFF's size and budget that provides coverage for gender-affirming care and fertility treatment, including access to IVF and egg freezing.

### **Section 11.4. Dental Insurance**

- A. Dental coverage will be provided at EFF's expense (covering 100% of premiums) for eligible Employees and dependents.
- B. EFF will continue to maintain the same, similar, or more expansive level of dental coverage for the duration of this Agreement.

### **Section 11.5. Vision Insurance**

- A. Vision coverage will be provided at EFF's expense (covering 100% of premiums) for eligible Employees and dependents.
- B. EFF will continue to maintain the same, similar, or more expansive level of vision coverage for the duration of this Agreement.

### **Section 11.6. Life Insurance**

- A. Term life insurance in the amount of \$250,000 per Employee shall be provided at EFF's expense for all full-time Employees.
- B. EFF shall continue to make available the optional voluntary plan for additional life insurance coverage.

### **Section 11.7. Disability Insurance**

- A. Short-Term Disability Insurance (SDI): Employees are required to file a claim for any short-term disability insurance benefits for which they may be eligible through their state disability insurance programs (if applicable) for a non-occupational injury or illness. EFF provides supplemental disability leave as outlined in Article 8.
- B. Long-Term Disability Insurance (LTD): Long-term disability insurance shall be provided at EFF's expense for all Employees.

### **Section 11.8. Annual Insurance Plan Review**

- A. EFF shall continue its practice of inviting all Employees to an annual meeting with EFF's insurance broker to receive information about and discuss EFF-provided insurance benefits.
- B. The Labor-Management Committee shall receive notice of and an invitation to participate in annual meetings with EFF's insurance broker(s) prior to the open enrollment period. EFF and the Union shall work collaboratively through this process to ensure that health, dental, vision, and other benefit plans meet the needs of Employees.

## **ARTICLE 12 - COMPENSATION, RETIREMENT, AND OTHER BENEFITS**

### **Section 12.1 Introduction**

- A. In establishing compensation levels, EFF and the Union recognize that, as a nonprofit, EFF's resources can be limited, somewhat unpredictable, and can vary from year to year. At the same time, over 80% of EFF's annual budget goes to salary and benefits. EFF and the Union also recognize that EFF has a special obligation to ensure ongoing public trust and confidence, including both by paying employees reasonably and in carefully stewarding the donations that our donors give us with an eye toward the long-term viability of the organization and prioritizing our mission. EFF shall provide compensation that is fair, reasonable, and consistent with compensation paid in the nonprofit sector for positions of comparable goals, complexity, and responsibility, as well as for organizations of comparable activities, size and annual budget. The goal of this policy is to recruit and retain high-performing employees and to motivate and recognize excellent performance and growth in skills, while still ensuring that EFF's supporters - both financial and otherwise - see us as fiscally responsible.

### **Section 12.2. Salary Scale and Increases**

- A. Salary Scale: Bargaining unit members shall be paid based on the attached salary scale (Appendix B). Annual salaries are shown for hourly and salaried positions. Hourly rates shall be determined by dividing the annual salary by 2080 based on a 40-hour work week.
- B. Step Increases: For steps 1-10, Employees shall receive an annual salary step increase of 3%. For steps 11-15, Employees shall receive an annual salary step increase of 2%. Employees shall advance to the next step on the salary scale on their anniversary date every year. Once Employees are above step 15, they shall receive a 1% increase on their annual work anniversary. All step increases are in addition to COLA increases.
- C. Cost of Living Adjustments (COLA): Employees shall receive an annual Cost of Living Adjustment (COLA) of at least 2%, at the start of each fiscal year.

**Section 12.3. Step Placement**

- A. When new Employees are hired at EFF, they shall be credited for their past experience.
  - 1. Attorneys: When new attorneys are hired, they will be compensated based on the number of years out of law school, as reflected in the salary scale in Appendix B.
  - 2. Non-attorney staff: When new non-attorney staff are hired, they will be credited for past experience on the following basis:

Number of Years Experience	Will be Placed on Step
0 to 3 years	1
3+ to 6 years	2
7+	3

- B. At the time of ratification, current Employees will be placed on the step corresponding to their years of service at the organization or the step closest to their current pay rate, whichever is higher. If an Employee’s years of service or years from law school graduation exceed the equivalent of Step 15, the Employee will be placed at Step 15.
- D. New Employees hired outside of the Bay Area, as defined by the federal General Services locality schedule, shall be placed on the salary scale at the appropriate step, and their salary shall then be regionalized using the current GS locality schedule for their geographic area and defined in Section 12.4.

- E. In the event an Employee moves from a position on one scale to another position on another scale, they will be placed on the scale step corresponding to their years of service at EFF using the years of experience scale in Section 12.3(A)2.
- F. Human Resources shall provide incoming Employees with all relevant information regarding compensation in their offer packet, including but not limited to, step placement criteria.

## **Section 12.4. Regional Compensation Adjustments**

### **A. New Employees**

- 1. For Employees hired on or after the effective date of this Agreement and who reside outside of the Bay Area as defined by the federal general services locality schedule, salary will be set to a regional rate of pay as described in this Section.

### **B. Current Employees**

- 1. For Employees hired prior to the effective date of this Agreement and who live outside of the Bay Area prior to the effective date of this Agreement, or who subsequently move out of the Bay Area after the effective date of this Agreement, their salaries shall be adjusted to reflect regional salary rates for their new geographic region.
- 2. For an Employee whose new rate of pay is lower than their current rate of pay, EFF shall not reduce the Employee's salary, but instead, the Employee shall forego annual step and COLA increases until their salary has come into alignment with their new region.
- 3. EFF will provide an annual update at the beginning of each fiscal year to Employees who do not receive step and COLA increases informing them of where their salary stands in relation to reaching their new regional rate of pay and resuming salary and COLA increases.

### **C. Process for determining regional salaries**

- 1. The federal general services locality schedule shall be used for calculating regional pay as this data is both neutral and updated annually. Currently, there are 53 GS localities, mostly metropolitan areas, with a default for the rest of the United States. Every region gets an upward adjustment, including the default. The GS location adjustments are available in a visual map on the Office of Personnel Management website. Employees may request information regarding updates to localities and maps from Human Resources.
- 2. Regional pay calculation
  - i. To establish the regional pay for a particular area, use the Regional Pay Calculator which will calculate the base pay rate as well as the new regional pay rate.

- ii. The Regional Pay Calculator determines base rates of pay by reversing the current SF pay, with the Bay Area “GS Locality” adjustment. Formula:  
Base Pay = Current SF Pay / (1 + Bay Area Adjustment)
- iii. The Regional Pay Calculator determines regional pay for a particular location by using the GS Locality adjustment of the Employee’s new location. The Regional Pay Calculator adds that adjustment percentage to the base pay to determine regional pay using the formula: Regional Pay = Base Pay \* (1 + GS Locality Adjustment).

D. Notice

- 1. For the duration of the contract period, EFF shall provide to Employees and the Union:
  - i. A regional pay calculator to be available for all staff
  - ii. Training on how to use the regional pay calculator

**Section 12.5. On-Call Compensation**

- A. Employees will be paid on-call compensation in addition to their base salary for all on-call time worked. On-call pay will be included in bimonthly pay periods.
- B. On-call pay shall be paid as follows:
  - 1. Employees designated as “primary” while on-call shall be paid \$30 per day for any day they are on-call.
  - 2. Employees designated as “back-up” while on-call shall be paid \$10 per day for any day they are on-call.
  - 3. In the event that a non-exempt Employee reports during an on-call shift, the Employee shall be paid for hours worked at 1.5 times the hourly rate of their base annual salary for a minimum of one (1) hour.
- C. In the event that an exempt Employee reports during an on-call shift, the Employee will flex their schedule to account for time worked.

**Section 12.6. Team Lead and Intern Coordinator Differential**

- A. Employees serving as a Team Lead shall be paid a differential of \$5,000 per year in addition to their base salary.
- B. Employees serving as Intern Coordinators shall be paid a differential of \$5,000 per year in addition to their base salary. Terms of service for Intern Coordinators will be for one year and can be renewed.



**Section 12.7. Service Appreciation Award**

- A. Upon termination of employment, all regular Employees covered by this Agreement will receive the following payout in appreciation for their service to EFF:

Years of Employment	Award Amount
0 to 2	1 Week of pay
2+ to 4	2 Weeks of pay
4+	3 Weeks of pay

- B. Employees involuntarily terminated for cause are not eligible for the Service Appreciation Award.

**Section 12.8. Retirement Plan**

- A. Eligible employees will be informed of EFF’s retirement plan upon hire. This information will be included in their Welcome Packet.
- B. EFF shall make an annual contribution for each Employee who is outside of the introductory period at the time of the contribution.
- C. EFF shall match all contributions dollar-for-dollar (\$1:\$1) to a maximum match of \$3,000 each calendar year. EFF's contribution will vest immediately.

**Section 12.9. Retiree Health Reimbursement Arrangement**

- A. Employees who are 60 years or older, have completed five (5) years of service at EFF and retire from EFF are eligible to enroll in an EFF Retiree Health Reimbursement Arrangement (RHRA). The RHRA can be used to pay for health expenses during retirement, such as medical care, prescription drugs, and health insurance premiums.
- B. EFF will fund the RHRA with a one-time payment equal to \$2,000 for each year of service at EFF upon the Employee’s retirement. Partial years of service will be prorated.

**Section 12.10. Child and Dependent Care Benefits**

- A. Dependent Care Flexible Spending Account (Dependent Care FSA): EFF shall provide Employees with a self-funded Dependent Care Flexible Spending Account for all

interested eligible employees. Employees may reduce their salaries and use pre-tax dollars to pay for childcare or the care of a disabled dependent through the EFF's Dependent Care Flexible Spending Account.

- B. Reimbursement for Dependent Care Expenses while traveling on behalf of EFF.
  - 1. In the case of EFF-related events and/or travel, EFF shall reimburse Employees for out-of-pocket dependent care expenses above those the Employee normally pays for care when not traveling up to a maximum of \$3,000 per calendar year.
  - 2. Reimbursable costs include costs paid if an Employee needs to hire someone to stay with their child or another eligible dependent, such as a spouse, domestic partner, or older adult living with them, who requires care while the Employee is traveling for EFF.
  - 3. The care provider may not be the employee's spouse, partner, or a person whom the employee can claim as a dependent.
  - 4. Employees must get advance approval from their supervisor for this reimbursement.
  - 5. Travel expenses for an out-of-town relative of the Employee to come stay with the dependent are eligible for reimbursement up to the limit stated above in lieu of a payment to a provider.

#### **Section 12.11. Health FSA**

- A. Health Flexible Spending Account (Health FSA): EFF shall provide Employees a self-funded Health Flexible Spending Account for all interested eligible employees. Employees may also reduce their salaries and use pre-tax dollars to pay for qualified medical expenses not covered by the medical insurance policies through the Flexible Spending Account. Health FSA funds may be rolled over from year-to-year up to the maximum allowable level.

#### **Section 12.12. Regional Benefits**

- A. Rental Assistance Benefit: EFF's Rental Assistance Benefit is available to all active Bay Area Employees who are employed full-time and have an annual gross salary of \$149,000 or less.
  - 1. Eligible employees are expected to contribute a minimum of 19% of their gross income toward rent with increases in the employee percentage at salaries above \$100,000 per year.
  - 2. Assistance will start after the first full calendar month of working eligibility. There is no subsequent required "term of service" associated with the Rental Assistance Benefit. The Rental Assistance Benefit is not a loan, and there is no

expectation of repayment to EFF in relation to this benefit. The Rental Assistance Benefit is taxable as income to the employee, although it does not increase their base salary.

3. EFF's Rental Assistance Benefit will pay the difference between the Employee's contribution and a maximum monthly rental payment of \$3,000.
  - a. The Labor Management Committee will review the average price of a 1-bedroom apartment in San Francisco each year and set the maximum monthly rental payment allowance accordingly using data from up to three rental statistic websites such as Zumper and Zillow. Any changes to the updated maximum monthly rental payment will take effect on July 1<sup>st</sup> of each year.
4. Rental Assistance will be determined as follows:

Gross Salary	Percentage of Expected Gross Salary Contribution
Salary < \$100,000	19%
\$100,001 - \$119,999	20%
\$120,000 - \$127,499	21%
\$127,500 - \$134,999	22%
\$135,000 - \$139,999	23%
\$140,000 - \$144,999	24%
\$145,000 - \$149,000	25%

5. Employees must provide a copy of their lease and proof of payment showing actual monthly rent paid and fill out and sign a Rental Assistance Benefit Worksheet to qualify. The benefit will be calculated based on the monthly rent paid in the month preceding the benefit request.
6. The Rental Assistance Benefit is only available for full months employed. If an employee leaves EFF employment before the end of a month, the employee is not eligible to receive the Rental Assistance Benefit for that partial month. Employees on paid leave shall be eligible for the Rental Assistance Benefit up to 52 weeks. Employees on unpaid leave shall not be eligible for the Rental Assistance Benefit.
7. Rental assistance payments will be made bimonthly in participating Employees' paychecks for the preceding month. Income taxes will automatically be deducted from the benefit amount.

B. Commuter Benefits:

1. EFF shall participate in a commuter benefits program. Employees who live in the Bay Area may elect to use pre-tax dollars to pay for public transportation, up to allowable limits.
  2. EFF shall provide a monthly transit stipend for commuter benefits that equals Employees' contributions toward transit and parking FSAs up to \$110 per month to all Bay Area employees who commute to the EFF offices at least two times a week on a regular basis.
- C. Home Buying Benefit:
1. Representatives from EFF management and the Union will convene within one year of ratification of this Agreement to review the current home-buying benefit. Representatives will be tasked with identifying a comparable or improved benefit to support Employees in home buying within the Bay Area.

### **Section 12.13. Educational Loan Assistance Program**

- A. EFF's Student Loan Repayment Assistance Program (LRAP) is available to all Employees who are eligible for benefits and who are currently making monthly payments on student loans used for their own education. Student loan repayment begins after the first full calendar month of working eligibility. EFF's LRAP only applies to loans with the government or a financial institution that are in the Employee's name.
- B. EFF's LRAP will reimburse Employees for the full amount of their minimum required monthly student loan payments while they remain employed full-time at EFF, up to a maximum of ten years of benefits over ten years of employment. EFF's LRAP will cover the employee's minimum required monthly student loan payment minus any other loan assistance the employee receives. Employees may choose to pay more than the minimum each month but will not receive reimbursement from EFF for that additional amount. There is no maximum or cap to the amount EFF will reimburse an employee in a single month, as long as the employee provides the proper proof of indebtedness.
- C. In the case of Employees who choose to apply for Public Service Loan Forgiveness, EFF shall work with the individual to ensure that payments are reimbursed during the period between application and forgiveness.
- D. There is no subsequent required term of service associated with EFF's LRAP benefit. EFF's LRAP is not a loan, and there is no expectation of repayment to EFF in relation to this benefit.
- E. EFF's LRAP benefit is taxable as income to the employee, although does not increase

their base salary.

- F. EFF's LRAP may be used to make payments on private as well as government loans, as long as they were used to further the employee's education. The LRAP covers loans acquired for undergraduate, graduate, and professional studies.
- G. Employees are not eligible to receive EFF's LRAP benefit for any full or partial month(s) during which they are on unpaid leave.

#### **Section 12.14. Expense Reimbursement**

- A. EFF shall reimburse Employees for all work-related expenses incurred by the employee in the course of the employee's work activities.
- B. Non-commuting work-related use of a personal car shall be reimbursed at the prevailing Internal Revenue Service rate per mile, plus parking and toll charges. Transportation costs, including parking, to a work-related event and/or while traveling for work will be reimbursed at actual cost. Employees shall make every effort to obtain the lowest reasonable costs for fares and accommodations.
- C. When traveling on behalf of EFF, Employees will be reimbursed on a per diem basis for meals and incidentals based on the number of nights in each location.
  - 1. Meals and incidental per diem allowances are determined by your destination using the United States GSA Domestic Standard Allowances for domestic travel and US Department of State Foreign Meals Per Diem Allowances for international travel.
  - 2. Employees will not be reimbursed for meals paid for or provided by fees already assumed by EFF (for instance, meals provided by hotel or conference).
  - 3. Meals and incidentals do not require receipts if they are covered by the per diem.
- D. Meals for non-employees are covered by the regular business expense policy (and would not be included in per diem). Examples include situations in which the meal was a work meal and the person is an EFF volunteer, client or is otherwise helping us on an issue or is an important contact.
- E. In the event of work-related travel, EFF shall reimburse for pet care costs up to \$1,000 per calendar year above those expenses the Employee normally pays for pet care when not traveling. Reimbursements are taxable income.

#### **Section 12.15. Relocation Assistance**

- A. EFF shall offer a relocation stipend of \$5,000 to assist Employees who relocate to work for EFF. The relocation stipend is taxable income.

#### **Section 12.16. Remote Work Stipend**

- A. EFF shall provide Employees with a stipend of \$125 per month. This stipend shall assist with home internet connection bills, use of personal cell phones, and other expenses associated with working remotely.

#### **Section 12.17. Survivor's Benefit**

- A. In the event of a death of an Employee, EFF shall provide three (3) months of pay to the designated beneficiary listed for EFF's group term life insurance policy. In the event of multiple beneficiaries, the payout will be divided according to the percentages indicated on the life insurance beneficiary form submitted by the employee. Salary is defined as the employee's base rate of pay at the time of death.
- B. If the deceased employee had dependents enrolled under their healthcare coverage, EFF shall pay 100% of the healthcare premium for 12 months.

### **ARTICLE 13 - MANAGEMENT RIGHTS AND NO STRIKE, NO LOCKOUT CLAUSE**

#### **Section 13.1. Management Rights**

Except as set forth in other provisions of this Agreement, EFF shall have all sole and exclusive rights reserved to management in accordance with all existing and future laws that include, but are not limited to: determine its budget; initiate or discontinue, assign or transfer, in whole or in part, all services, offices, programs, projects, campaigns, positions, policies, systems, and procedures; establish standards of service and performance of its employees, including setting key performance indicators and qualifications, ethical standards, safety and health policies, general operations policies, public messaging, security, privacy, data security rules, use of lists, practices and procedures or other rules, policies and regulations in connection with the overall operation of the organization; establish program goals and strategic planning goals; supervise employees, including directing, training, and cross-training; establish performance standards and conduct employee performance evaluations; determine hiring salaries or hiring wage rates for incoming employees, consistent with Article 12; determine job classifications and job descriptions; hire, appoint, promote, assign, direct, and transfer personnel; discipline, demote, suspend, or discharge personnel for just cause; increase or decrease the size of the workforce for lack of work, budgetary, advocacy, tactical, or strategic reasons; determine the quality and

quantity of work; determine the hours and days, and locations, where the work shall be performed, including the right to require night and weekend work and overtime as needed; ensure orderly and effective operations and effective work and work schedules; enforce EFF rules, policies and regulations; and take actions deemed necessary by EFF to carry out its responsibilities, including in situations of emergency.

The foregoing employer prerogatives shall not be deemed to be exhaustive, but instead indicate the type of rights that belong to and are inherent in EFF's management practices. In the exercise of these rights, EFF shall be the sole judge of all factors involved in the decision. While EFF shall continue to strive to communicate with Employees about these issues and seek input and advice as appropriate, neither the failure of EFF to exercise any right or power reserved to it, nor the exercise thereof in any particular manner, shall constitute a waiver of such right or a binding precedent restricting EFF's discretion.

This Article is not intended to waive the legal arguments that either Party may raise in any given case, including the Union's right to argue that the National Labor Relations Act (NLRA) or past practice applies.

### **Section 13.2. No Strike or Lockout**

During the life of this Agreement, EFF shall not declare any lockout, and the Union shall not cause, call or permit any strike, walkout, slowdown, sympathy strike, or other work stoppage at EFF.

### **ARTICLE 14 - SAVINGS CLAUSE**

If any provision of this Agreement is determined to be illegal or invalid or otherwise unenforceable as the result of any applicable local, state, or federal law, such determination shall affect only that specific portion of this Agreement and shall not impair the validity or enforceability of the remaining provisions of this Agreement. The parties shall promptly meet to negotiate a replacement for the affected provision or another appropriate resolution.

No policies or manuals promulgated by the Employer shall derogate or detract from the rights or benefits granted to the employees by express provisions of this Agreement.

### **ARTICLE 15 - RATIFICATION**

This Agreement is effective upon ratification from the union membership and approval by the ESC Executive Board and the EFF Board of Directors.

### **ARTICLE 16 - DURATION**

This Agreement shall be effective October 1, 2024 through September 30, 2027. Either party may give formal notice of its desire to commence negotiations for a successor agreement, unless otherwise mutually agreed. Bargaining for a new agreement will begin on a date that is mutually agreed by parties, but is not later than June 1, 2027.

## APPENDICES

### APPENDIX A - BARGAINING UNIT POSITIONS

<b>Department</b>	<b>Bargaining Unit Positions (Internal Titles)</b>	<b>Classification*</b>
Activism	Community Manager	Organizer
Activism	Policy Analyst	Activist
Activism	Security and Privacy Activist	Activist
Activism	Policy Analyst	Activist
Activism	Legislative Activist	Activist
Activism	Social Media & Video Manager	Activist
Activism	Grassroots Advocacy Organizer	Organizer
Activism	Activist Assistants, Associates, and Coordinators	Activist Admin
Development	Donor Relations Manager	Dev Prof
Development	Institutional Support Coordinator	Dev Prof
Development	Donor Operations and Logistics Manager	Dev Prof
Development	Membership Advocate	Dev Prof
Development	Events Coordinator	Dev Prof
Development	Donor Operations Coordinator	Dev Admin
Development	Dynamics Analyst	Dev Prof
Development	Development Assistants, Associates, and Coordinators	Dev Admin
E&D	Designer	Designer
E&D	Engineer	Engineer
E&D	Technology Assistants, Associates, and Coordinators	Technologist Admin
E&D	Design Assistants, Associates, and Coordinators	Designer
Legal	Assistant Director of Federal Affairs	Leg Prof
Legal	Director of Federal Affairs	Leg Prof
Legal	Legislative Assistants, Associates and Coordinators	Legal Support
Legal	Legal Intake Coordinator	Legal Support
Legal	Legal Secretary	Legal Support
Legal	Legal Assistants, Associates, and Coordinators	Legal Support
Legal	Legal Fellow (More than 12 months)	Fellow



Legal	Staff Attorney	Staff Attorney
Operations	Operations Assistants, Associates, and Coordinators	Ops
Operations	Receptionist	Ops
PIT	Staff Technologist	Staff Technologist
PIT	Technology Assistants, Associates, and Coordinators	Technologist Admin
Press	Media Relations Specialist	Media Relations Specialist
Press	Investigative Researcher	Activist
Press	Press Assistants, Associates, and Coordinators	Media Relations Specialist
TechOps	Systems Administrator	Sys Admin
TechOps	Client Platform Engineer	Help Desk
TechOps	Associate Director of Security Engineering	Sys Admin
TechOps	Help Desk Lead	Help Desk
TechOps	Technology Assistants, Associates, and Coordinators	Technologist Admin

\*Classification for the purpose of Article 5.4(a)3

## APPENDIX B - SALARY SCALES

### Scale A: Admin., Assoc., Coord. & Fellows of more than 12 months:

Activist Assistants, Associates, and Coordinators

Designer Assistants, Associates, and Coordinators

Development Assistants, Associates

Donor Operations Coordinator

Intake Coordinator

Legal Assistants, Associates, and Coordinators

Operations Assistants, Associates, and Coordinators

Program Assistants, Associates, and Coordinators

Technology Assistants, Associates, and Coordinators

Fellows of more than 12 months

Legislative Assistants, Associates, and Coordinators

**Scale B: Legal Secretaries**

**Scale C: Professional Staff**

Designers

Legislative Activist

Policy Analyst

Security and Privacy Activist

Community Manager

Social Media & Video Manager

Grassroots Advocacy Organizer

Media Relations Specialist

Investigative Researcher

Events Coordinator

Donor Relations Manager

Donor Operations & Logistics Manager

Institutional Support Coordinator

Member Advocate

Help Desk Lead

Client Platform Engineer

**Scale D: Professional Legislative Staff**

Director of Federal Affairs

Assistant Director of Federal Affairs

**Scale E: Tech Staff and Attorneys**

System Administrators

Web Developers/Engineers

Staff Technologists

Staff Attorneys

<b>California Bay Area</b>					
<b>Steps/Years</b>	<b>Scale A</b>	<b>Scale B</b>	<b>Scale C</b>	<b>Scale D</b>	<b>Scale E</b>
1	\$85,000	\$100,000	\$110,000	\$115,000	\$135,000
2	\$87,600	\$103,000	\$113,300	\$118,500	\$139,100
3	\$90,300	\$106,100	\$116,700	\$122,100	\$143,300
4	\$93,100	\$109,300	\$120,300	\$125,800	\$147,600
5	\$95,900	\$112,600	\$124,000	\$129,600	\$152,100
6	\$98,800	\$116,000	\$127,800	\$133,500	\$156,700
7	\$101,800	\$119,500	\$131,700	\$137,600	\$161,500
8	\$104,900	\$123,100	\$135,700	\$141,800	\$166,400
9	\$108,100	\$126,800	\$139,800	\$146,100	\$171,400
10	\$111,400	\$130,700	\$144,000	\$150,500	\$176,600
11	\$113,700	\$133,400	\$146,900	\$153,600	\$180,200
12	\$116,000	\$136,100	\$149,900	\$156,700	\$183,900
13	\$118,400	\$138,900	\$152,900	\$159,900	\$187,600
14	\$120,800	\$141,700	\$156,000	\$163,100	\$191,400
15	\$123,300	\$144,600	\$159,200	\$166,400	\$195,300

**Regionalized Scales**

<b>LA Metro Area</b>					
<b>Steps/Years</b>	<b>Scale A</b>	<b>Scale B</b>	<b>Scale C</b>	<b>Scale D</b>	<b>Scale E</b>
1	\$ 79,500	\$93,500	\$102,800	\$107,500	\$126,200
2	\$81,900	\$96,400	\$105,900	\$110,800	\$130,000
3	\$84,400	\$99,300	\$109,100	\$114,200	\$133,900
4	\$87,000	\$102,300	\$112,400	\$117,700	\$138,000
5	\$89,700	\$105,400	\$115,800	\$121,300	\$142,200
6	\$92,400	\$108,600	\$119,300	\$125,000	\$146,500
7	\$95,200	\$111,900	\$122,900	\$128,800	\$150,900
8	\$98,100	\$115,300	\$126,600	\$132,700	\$155,500

9	\$101,100	\$118,800	\$130,400	\$136,700	\$160,200
10	\$104,200	\$122,400	\$134,400	\$140,900	\$165,100
11	\$106,300	\$124,900	\$137,100	\$143,800	\$168,500
12	\$108,500	\$127,400	\$139,900	\$146,700	\$171,900
13	\$110,700	\$130,000	\$142,700	\$149,700	\$175,400
14	\$113,000	\$132,600	\$145,600	\$152,700	\$179,000
15	\$115,300	\$135,300	\$148,600	\$155,800	\$182,600

<b>Portland-Vancouver-Salem, OR-WA</b>					
<b>Steps/Years</b>	<b>Scale A</b>	<b>Scale B</b>	<b>Scale C</b>	<b>Scale D</b>	<b>Scale E</b>
1	\$ 73,500	\$86,500	\$95,100	\$99,400	\$116,700
2	\$75,800	\$89,100	\$98,000	\$102,400	\$120,300
3	\$78,100	\$91,800	\$101,000	\$105,500	\$124,000
4	\$80,500	\$94,600	\$104,100	\$108,700	\$127,800
5	\$83,000	\$97,500	\$107,300	\$112,000	\$131,700
6	\$85,500	\$100,500	\$110,600	\$115,400	\$135,700
7	\$88,100	\$103,600	\$114,000	\$118,900	\$139,800
8	\$90,800	\$106,800	\$117,500	\$122,500	\$144,000
9	\$93,600	\$110,100	\$121,100	\$126,200	\$148,400
10	\$96,500	\$113,500	\$124,800	\$130,000	\$152,900
11	\$98,500	\$115,800	\$127,300	\$132,600	\$156,000
12	\$100,500	\$118,200	\$129,900	\$135,300	\$159,200
13	\$102,600	\$120,600	\$132,500	\$138,100	\$162,400
14	\$104,700	\$123,100	\$135,200	\$140,900	\$165,700
15	\$106,800	\$125,600	\$138,000	\$143,800	\$169,100

<b>Atlanta Metro Area</b>					
<b>Steps/Years</b>	<b>Scale A</b>	<b>Scale B</b>	<b>Scale C</b>	<b>Scale D</b>	<b>Scale E</b>

1	\$ 72,200	\$84,900	\$93,400	\$97,700	\$114,700
2	\$74,400	\$87,500	\$96,300	\$100,700	\$118,200
3	\$76,700	\$90,200	\$99,200	\$103,800	\$121,800
4	\$79,100	\$93,000	\$102,200	\$107,000	\$125,500
5	\$81,500	\$95,800	\$105,300	\$110,300	\$129,300
6	\$84,000	\$98,700	\$108,500	\$113,700	\$133,200
7	\$86,600	\$101,700	\$111,800	\$117,200	\$137,200
8	\$89,200	\$104,800	\$115,200	\$120,800	\$141,400
9	\$91,900	\$108,000	\$118,700	\$124,500	\$145,700
10	\$94,700	\$111,300	\$122,300	\$128,300	\$150,100
11	\$96,600	\$113,600	\$124,800	\$130,900	\$153,200
12	\$98,600	\$115,900	\$127,300	\$133,600	\$156,300
13	\$100,600	\$118,300	\$129,900	\$136,300	\$159,500
14	\$102,700	\$120,700	\$132,500	\$139,100	\$162,700
15	\$104,800	\$123,200	\$135,200	\$141,900	\$166,000

<b>Washington,-Baltimore-Arlington, DC-MD-VA-WV-PA</b>					
<b>Steps/Years</b>	<b>Scale A</b>	<b>Scale B</b>	<b>Scale C</b>	<b>Scale D</b>	<b>Scale E</b>
1	\$ 77,900	\$91,700	\$100,900	\$105,400	\$123,800
2	\$80,300	\$94,500	\$104,000	\$108,600	\$127,600
3	\$82,800	\$97,400	\$107,200	\$111,900	\$131,500
4	\$85,300	\$100,400	\$110,500	\$115,300	\$135,500
5	\$87,900	\$103,500	\$113,900	\$118,800	\$139,600
6	\$90,600	\$106,700	\$117,400	\$122,400	\$143,800
7	\$93,400	\$110,000	\$121,000	\$126,100	\$148,200
8	\$96,300	\$113,300	\$124,700	\$129,900	\$152,700
9	\$99,200	\$116,700	\$128,500	\$133,800	\$157,300
10	\$102,200	\$120,300	\$132,400	\$137,900	\$162,100
11	\$104,300	\$122,800	\$135,100	\$140,700	\$165,400

12	\$106,400	\$125,300	\$137,900	\$143,600	\$168,800
13	\$108,600	\$127,900	\$140,700	\$146,500	\$172,200
14	\$110,800	\$130,500	\$143,600	\$149,500	\$175,700
15	\$113,100	\$133,200	\$146,500	\$152,500	\$179,300

<b>NY Metro Area</b>					
<b>Steps/Years</b>	<b>Scale A</b>	<b>Scale B</b>	<b>Scale C</b>	<b>Scale D</b>	<b>Scale E</b>
1	\$ 80,300	\$94,400	\$103,900	\$108,600	\$127,500
2	\$82,800	\$97,300	\$107,100	\$111,900	\$131,400
3	\$85,300	\$100,300	\$110,400	\$115,300	\$135,400
4	\$87,900	\$103,400	\$113,800	\$118,800	\$139,500
5	\$90,600	\$106,600	\$117,300	\$122,400	\$143,700
6	\$93,400	\$109,800	\$120,900	\$126,100	\$148,100
7	\$96,300	\$113,100	\$124,600	\$129,900	\$152,600
8	\$99,200	\$116,500	\$128,400	\$133,800	\$157,200
9	\$102,200	\$120,000	\$132,300	\$137,900	\$162,000
10	\$105,300	\$123,600	\$136,300	\$142,100	\$166,900
11	\$107,500	\$126,100	\$139,100	\$145,000	\$170,300
12	\$109,700	\$128,700	\$141,900	\$147,900	\$173,800
13	\$111,900	\$131,300	\$144,800	\$150,900	\$177,300
14	\$114,200	\$134,000	\$147,700	\$154,000	\$180,900
15	\$116,500	\$136,700	\$150,700	\$157,100	\$184,600

<b>Boston Metro Area</b>					
<b>Steps/Years</b>	<b>Scale A</b>	<b>Scale B</b>	<b>Scale C</b>	<b>Scale D</b>	<b>Scale E</b>
1	\$ 77,200	\$90,800	\$99,900	\$104,400	\$122,600
2	\$79,600	\$93,600	\$102,900	\$107,600	\$126,300
3	\$82,000	\$96,500	\$106,000	\$110,900	\$130,100
4	\$84,500	\$99,400	\$109,200	\$114,300	\$134,100

5	\$87,100	\$102,400	\$112,500	\$117,800	\$138,200
6	\$89,800	\$105,500	\$115,900	\$121,400	\$142,400
7	\$92,500	\$108,700	\$119,400	\$125,100	\$146,700
8	\$95,300	\$112,000	\$123,000	\$128,900	\$151,200
9	\$98,200	\$115,400	\$126,700	\$132,800	\$155,800
10	\$101,200	\$118,900	\$130,600	\$136,800	\$160,500
11	\$103,300	\$121,300	\$133,300	\$139,600	\$163,800
12	\$105,400	\$123,800	\$136,000	\$142,400	\$167,100
13	\$107,600	\$126,300	\$138,800	\$145,300	\$170,500
14	\$109,800	\$128,900	\$141,600	\$148,300	\$174,000
15	\$112,000	\$131,500	\$144,500	\$151,300	\$177,500

<b>US Other</b>					
<b>Steps/Years</b>	<b>Scale A</b>	<b>Scale B</b>	<b>Scale C</b>	<b>Scale D</b>	<b>Scale E</b>
1	\$ 68,300	\$80,400	\$88,400	\$92,400	\$108,500
2	\$70,400	\$82,900	\$91,100	\$95,200	\$111,800
3	\$72,600	\$85,400	\$93,900	\$98,100	\$115,200
4	\$74,800	\$88,000	\$96,800	\$101,100	\$118,700
5	\$77,100	\$90,700	\$99,800	\$104,200	\$122,300
6	\$79,500	\$93,500	\$102,800	\$107,400	\$126,000
7	\$81,900	\$96,400	\$105,900	\$110,700	\$129,800
8	\$84,400	\$99,300	\$109,100	\$114,100	\$133,700
9	\$87,000	\$102,300	\$112,400	\$117,600	\$137,800
10	\$89,700	\$105,400	\$115,800	\$121,200	\$142,000
11	\$91,500	\$107,600	\$118,200	\$123,700	\$144,900
12	\$93,400	\$109,800	\$120,600	\$126,200	\$147,800
13	\$95,300	\$112,000	\$123,100	\$128,800	\$150,800
14	\$97,300	\$114,300	\$125,600	\$131,400	\$153,900
15	\$99,300	\$116,600	\$128,200	\$134,100	\$157,000

