

EQUALITY CALIFORNIA
AND
COMMUNICATIONS WORKERS OF AMERICA
COLLECTIVE BARGAINING AGREEMENT

June 22, 2023
to
June 22, 2026

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DEFINITIONS*

***Definitions in this section are for reference only and meant to provide a clear understanding of concepts for Bargaining Unit Employee's benefit. The definitions shall not be used to interpret or modify the terms as defined elsewhere.**

- **Arbitration:** A procedure, as set forth in **Article 13: Arbitration**, where two parties utilize an arbitrator, or an independent person or body who is officially appointed, to settle a dispute privately instead of going to court.
- **Bargaining Unit Employee ("BUE"):** An employee of Equality California who is protected by the Agreement based on **Article 2: Recognition** and any pertinent Memorandum of Agreement (MOA). Not all employees of Equality California are Bargaining Unit Employees.
- **Collective Bargaining Agreement:** Also referred to as "Agreement," it is this contract agreed upon between Equality California, Bargaining Unit Employees, and the Union (CWA).
- **Good Standing:** An acceptable level of work performance to utilize specific benefits (see **Article 30: Telecommuting**), i.e., a two out of three overall score on the Bargaining Unit Employee's last performance review and not actively engaged in a performance improvement plan.
- **Grievance:** A dispute, claim, or difference brought forth by a Bargaining Unit Employee or the Union based on an alleged breach of this Agreement by EQCA or regarding the discipline of the Bargaining Unit Employee filing the grievance (see **Article 21: Grievance and Arbitration Procedure**). This process can be utilized by a Bargaining Unit Employee if they feel they are not being treated in accordance with the Agreement.
- **Labor Management Committee ("LMC"):** A joint committee with both Bargaining Unit Employees and at least one EQCA representative that meets regularly to discuss issues within the Bargaining Unit that may be informally resolved and to analyze equity issues related to Bargaining Unit Employees (as defined in **Article 3: Mutual Interests** and **Article 19: Equity Review**).
- **Ratification:** The date that this Agreement becomes valid and in effect.
- **Union Representative:** A chosen member of CWA who represents Bargaining Unit Employees to ensure they are being treated fairly and in accordance with the Agreement. They may be contacted regularly to help Bargaining Unit Employees with processes and procedures relating to their rights under the Agreement. Specific roles defined in **Article 17: Union Representation**.
- **Union Dues:** A monthly payment to CWA to fund the Union. All Bargaining Unit Employees pay union dues regardless of if they are a member of CWA.

Section 1: *Terms of the CBA*

PREAMBLE

It is the intent of the Bargaining Unit and the Union under this Agreement to support Equality California and Equality California Institute (“EQCA”) in continuing to build a strong and resilient organization by promoting equity and solidarity among employees across departments.

Working with EQCA we can be effective and agile in advancing LGBTQ+ equality and social justice, including responding to changing threats and challenges; that pursues a core mission of engaging with the public, government officials, and key stakeholders to advocate, educate and change hearts and minds; that fosters a positive workplace culture and culture of teamwork in which our Bargaining Unit Employees are supported and valued.

ARTICLE 1: Parties To The Agreement

This collective bargaining agreement (“Agreement” or “CBA”) is entered into as of June 22, 2023 between Equality California and Equality California Institute (“EQCA”) and the Communications Workers of America, AFL-CIO (“Union” or “CWA”).

ARTICLE 2: Recognition

The Employer, Equality California and Equality California Institute, hereby recognize the Communications Workers of America (CWA) as the exclusive collective bargaining representative of the following appropriate unit based upon an offer by CWA to prove that it represents a majority of the Bargaining Unit:

Included: All full-time and regular part-time employees of Equality California and Equality California Institute in the positions of Program Associate, Grants Associate, Events Associate, Donor Relations Associate, Development Operations Associate, Senior Program Associate, Manager of Electoral Programs and Special Projects, Communications Manager & Press Secretary, Program Manager, Administrative Manager, Associate Director of Events & Sponsorships, Associate Program Director, Associate Director of Donor Relations and Deputy Communications Director.

Excluded: All other employees, office clerical employees, confidential employees, managerial employees (Executive Director, Executive Director Designate, Managing Directors, Directors), guards, and supervisors as defined by the Act.

ARTICLE 3: Mutual Interests

1. EQCA and the Union recognize that it is in the best interest of both parties, the Bargaining Unit Employees and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To ensure that this relationship continues and improves, EQCA and the CWA and their respective representatives at all levels will act consistent with the terms of this Agreement fairly and with mutual respect. To that end, the parties agree to the creation of a joint Labor Management Committee (“the LMC”) to help discuss and resolve issues at the earliest opportunity. The LMC shall consist of not more than two (2) representatives from the Bargaining Unit, designated by the Union, and at least one EQCA representative, defined as Director, Managing Director, Executive Director or a similar position outside of the Bargaining Unit and designated by the Employer. The LMC may include those issues that may be informally resolved by mutual discussion prior to the invocation of the Grievance and Arbitration provision and matters including but not limited to health and safety, training, facilities, and resources available to the Bargaining Unit Employees. It is understood that the LMC shall not have the authority to re-negotiate any of the provisions contained in this Collective Bargaining Agreement. The LMC shall meet at least four (4) times per calendar year, on mutually acceptable dates and times to be agreed upon and scheduled at the beginning of each calendar year. If the parties mutually agree that the meeting does not need to occur, then the meeting shall be canceled with reasonable notice. For urgent matters, additional meetings may be held by mutual agreement. Designated representatives of the Union and EQCA may suggest agenda items one (1) week prior to each meeting.
2. Each party shall bring to the attention of all Bargaining Unit Employees including new hires, their intent to conduct themselves consistent with this Agreement.
 - a. EQCA agrees to distribute a copy of this Agreements to existing Bargaining Unit Employees within five (5) business days of ratification.
 - b. Copies will be provided to Bargaining Unit Employees within five (5) business days of the date on which a newly hired Bargaining Unit Employee starts work.
 - c. When EQCA hires new employees into positions within the Bargaining Unit, it shall hold a Union Orientation. Attendance at the Union Orientation will be an expectation for newly hired Bargaining Unit Employees and shall be paid.
 - i. EQCA shall schedule a Union Orientation meeting for any new Bargaining Unit Employees within fourteen (14) business days of their start date.
 1. The Union Orientation shall last at least thirty (30) minutes, and no more than one (1) hour and allow the Job Steward(s) to meet

with incoming Bargaining Unit Employees and present Union materials. This portion of the new employee orientation will be for the Union, new Bargaining Unit Employees and the Job Steward(s) (whose names have been provided to EQCA). The meeting shall be scheduled at a mutually agreed upon time/date at least five (5) business days prior to the meeting.

- ii. EQCA shall provide an appropriate meeting space for the Union Orientation or make arrangements for a remote meeting where appropriate.

ARTICLE 4: Union Security

1. Each employee employed on or before the effective date of this Agreement and covered by the terms and conditions of this Agreement shall, as a condition of employment, either become a member of the Union, or pay or tender to the Union amounts which are the equivalent of periodic union dues.
2. Employees employed or entering into the Bargaining Unit after the effective date of this Agreement, shall, on or before the thirtieth (30) day of their employment, and as a condition of such employment, either become a member of the Union or pay or tender to the Union amounts which are the equivalent of periodic union dues.
3. EQCA agrees within five (5) business days of the date of hiring to notify the Union of the name or names of all persons hired. It shall be the employee's responsibility to keep the Employer informed of their address or telephone number change on forms provided by the Employer.

ARTICLE 5: Successorship

This Agreement shall be binding upon the Union and EQCA, and each of their successors and assigns, and shall continue in full force and effect as to Bargaining Unit Employees in an EQCA legacy office or operation in the event of a merger of EQCA into another entity or a spin-off including, without limiting the foregoing any spin off of Silver State Equality or Silver State Equality Institute. As a condition for the merger, transfer or spin-off, EQCA shall require the transferee to assume and adopt the terms and conditions of this Agreement and to continue to recognize the Union as the sole bargaining agent for the employees covered by this Agreement.

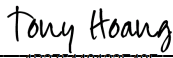
For the purposes of this Article, a spin-off is defined as any program or department of EQCA that becomes a separate entity, including receiving an EIN number and/or non-profit status separate from the EIN and/or non-profit status of EQCA.

ARTICLE 6: Duration

This Agreement shall become effect as of June 22, 2023 and shall remain in full force and effect through June 22, 2026. The terms of this Agreement shall remain in effect for three (3) years. The Agreement shall not automatically renew.

Either party may notify the other party of its desire to modify the existing agreement during its term. Such notice must be received in writing that the party giving notice desires change or modification (it being understood and agreed that the notice to modify or amend shall not be construed as a notice of cancellation).

In witness whereof, the parties being duly authorized have here unto set their official seals, duly attested, this day of June 22, 2023.

DocuSigned by:

1B275440122E40F...
Equality California (EQCA)
Executive Director

DocuSigned by:

9AF464790B164BF...
CWA Local 9003
Secretary-Treasurer

6/23/2023

Date

6/24/2023

Date

CWA 9003 Bargaining Committee

Wendy Anguiano
Kailani Walker
Shannon Kozlovich
Timothie-James Bergendahl

ARTICLE 7: Payroll Deduction of Union Dues

1. EQCA agrees to make monthly payroll deductions of Union dues and initiation fees or the equivalent thereof when authorized to do so by the employee on a form supplied and delivered by the Union to EQCA. This authorization shall continue in effect until cancelled by written notice from either the Secretary-Treasurer of the Union or the employee as set forth in the Payroll Authorization of Union Dues card.
2. EQCA agrees to promptly remit the amount so deducted to the Secretary-Treasurer of the Union on a monthly basis by the tenth (10) working day and to furnish the Union a list of employees for whom such deductions have been made, along with the amount of each deduction. EQCA shall bear the full cost of dues deduction as set forth in Section 1 except that the Union agrees to print the Dues Deduction Authorization Cards.
3. An employee's authorization shall be automatically cancelled upon termination of employment or upon termination of this Agreement. An employee's authorization shall be suspended upon leave of absence in excess of thirty (30) calendar days. The employee's authorization shall be reinstated after a return from leave of absence.
4. Dues are 2 ¼ hours for full-time non-exempt employees, or a 1.3% of base salary for full-time exempt employees. No overtime or bonus pay will be calculated into the dues structure. Dues shall be prorated for regular part-time employees.

When earnings are insufficient to cover the authorized deductions, Union dues shall be deducted in the next pay period in which sufficient pay is available.

Any change in the amount of monthly Union dues will be certified to the Employer by the Secretary-Treasurer of Local 9003 at least four (4) weeks prior to the effective date. A certification, which changes the dues shall become effective the month following the date the Employer receives such certification.

The Union will indemnify and keep indemnified the Employer against any and all liability and expense of every kind and nature, without any limitation whatsoever, that shall arise out of any action taken by the Employer in making deductions of Union dues and initiation fees and this indemnification shall include, but shall not be limited to, such matters as all costs of suits, proceedings, claims, demands and expensed, attorney's fees and court expenses.

ARTICLE 8: Union Bulletin Boards

Upon written request from the Union, EQCA agrees to install a bulletin board at each office location for the exclusive use of the Union. Bulletin boards and their designations shall be provided by the Union and shall be in accordance with EQCA's specifications. The size of the bulletin board shall be approximately 18" x 36", 24" x 36", or 12" x 24" in dimension. The number and location of the bulletin boards shall be determined by EQCA and the Union with due regard to visibility, and accessibility to the Bargaining Unit Employees for whom the Union is the recognized representative.

EQCA will provide an electronic file space on EQCA's file sharing system (e.g., Box) to act as a virtual bulletin board to ensure access to any and all remote or telecommuting Bargaining Unit Employees.

Material posted shall not contain anything controversial or derogatory to EQCA or any of the Bargaining Unit Employees.

Should the Union post material which, in the judgement of EQCA, is at variance with the spirit or the intent of this Article, such material may be removed by the Union, upon notification from EQCA and after discussion.

ARTICLE 9: No Strikes / No Lockout Clause

It is hereby agreed by the Union and EQCA that the Union will not resort to strikes (which include stoppages or slowdowns of work) during the life of this Agreement. Accordingly, neither the Union nor the Bargaining Unit Employees will instigate, promote, sponsor, engage in, honor support or condone any strike, sympathy strike, slow-down, sit-in, picketing, concerted work stoppage or any intentional interruption of work during the life of this Agreement.

This Article is not intended to prohibit Bargaining Unit Employees from honoring a primary picket line established at their work location and authorized by another Union representing the Company employees, provided that the establishment or maintenance of said picket line is not a violation of any law, or of any contract to which said other Union is a party.

ARTICLE 10: Savings Clause

Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provision shall immediately become null and void, leaving the remainder of the Agreement in full force. The parties shall thereupon seek to negotiate substitute provisions that are in conformity with applicable laws.

ARTICLE 11: Work Rules

The Union is the sole bargaining agent for any wages, hours, or working conditions. If EQCA desires to establish any new rules or revise current existing rules, which are not a part of this Agreement, the Union will be given advance notice of the proposed new rule/change and will be provided an opportunity to engage/confer in impact and effects bargaining per applicable federal laws.

ARTICLE 12: Commitment to Union Labor

In an effort to support organized labor and the collective bargaining process, EQCA will make efforts to partner with unionized contractors and vendors where available services, products and price are competitive, provided such commitment is not otherwise in conflict with applicable federal labor law.

ARTICLE 13: Arbitration

1. In the event any grievance has not been resolved under the Grievance Procedure, at the discretion of the Union, the matter shall be submitted to arbitration by the Union to EQCA and in accordance with the following procedures. The Union will notify EQCA of its intention to arbitrate within a reasonable time, not to exceed forty-five (45) business days following the date of the final Step 2 meeting of the grievance procedure. Such notice to EQCA may be made in writing within forty-five (45) business days to EQCA's Human Resources Representative or, if there is no person in that role, EQCA's Executive Director.
2. As soon as possible but not later than ten (10) business days after the Company receives a request in writing via email, made pursuant to Paragraph 1 above, the selection of an arbitrator in the manner as mutually agreed to by the parties is as follows:
 - a. Each party shall provide a list of (5) names obtained from the Federal Mediation and Conciliation Service within five (5) business days of the notice specified in paragraph 1 above to the other party. The arbitrator shall be selected by alternate striking of names striking names on subsequent business days, with notice of the name stricken provided to the other party in writing via email. The person whose name is not stricken from the panel shall be the arbitrator. The party who strikes the first name from the panel shall be determined by lot or other randomizer tool.
 - b. EQCA shall notify the arbitrator of their selection and seek their agreement to serve and determine their available dates for hearing. EQCA and the Union will then agree upon the date, time and place of the hearing, and EQCA shall notify the arbitrator.
 - c. If the arbitrator is not available or is unable to meet the contractual time limits, another arbitrator from the remaining members of the panel will be selected and notified in the same manner as described above, unless otherwise agreed to by the parties.
3. Within thirty (30) business days from the date of the arbitrator selection in paragraph 2 above (or as mutually agreed upon given the availability of the mutually selected arbitrator), the arbitrator will hold a hearing on the question to be arbitrated, at which time each party to the Agreement may submit to them such evidence and/or arguments as it desires relative to the question being arbitrated. The arbitrator will receive and consider any evidence which is relevant to the dispute being arbitrated. Subject to any orders from the arbitrator, or at the request of either the Company or the Union, a stenographic transcript of hearings may be made (if no agreement then the requesting party pays for the transcript and the non-agreeing party does not get a copy) or written

post-hearing briefs may be filed, or both, except in cases which involve the discharge or suspension of Bargaining Unit Employees. In discharge and suspension cases, the arbitrator shall determine if written briefs will be presented. Subject to any orders from the arbitrator, in any case where written post-hearing briefs will be filed, such briefs will be submitted to the arbitrator with a copy to the other side within thirty (30) business days from the conclusion of the hearings or the receipt of a transcript, whichever is later. Within thirty (30) days after the conclusion of such hearing, or when applicable after the submission of written briefs, whichever date is later, the arbitrator shall exercise best efforts to send their written award to each of the parties hereto.

4. At the arbitrator's discretion, in cases involving suspension or discharge, the arbitrator will render an immediate decision and will within fifteen (15) business days after the conclusion of the hearing send their written award to each of the parties thereto.
5. The arbitrator shall have no authority to change, add to, or subtract from this Agreement, or to designate monetary award(s) beyond that to make the Bargaining Unit Employee whole with respect to basic (lost) wages. The arbitrator's jurisdiction shall extend only to claims of violation of specific written provisions of this Agreement and involve only the interpretation and application of the Agreement.
6. The compensation and expenses of the arbitrator and the general expenses of the arbitration will be borne by the Company and the Union in equal parts. Each party will bear the expense of its representatives and witnesses.

ARTICLE 14: Labor Standards

1. As a nonprofit working towards a world that is healthy, just, and fully equal for all, Equality California agrees to adhere to existing California Department of Labor Standards for all Bargaining Unit Employees who reside in or outside of California as the minimum standard for all existing policies.
 - a. If a Bargaining Unit Employee resides outside of California, they will qualify for the minimum existing protections applicable under existing California Department of Labor Standards.
 - b. In the event that a Bargaining Unit Employee resides in a state that has a more robust Department of Labor Standard, that will supersede the individual California Standards where applicable to be equal to or better than the current existing standard.

ARTICLE 15: Business Management Rights

This Agreement exists for the mutual advantage of the parties. Except as expressly modified or restricted by a specific provision of this Agreement, all rights and responsibilities of business management are retained and vested exclusively in EQCA. It is the right EQCA leadership to direct EQCA employees, including the right to determine appropriate staffing levels, to establish lawful policies and procedures, to determine the methods, procedures, location, type and scope of work, services and hours of operation, and hire, discipline or discharge, to assign, transfer, layoff, and promote employees, subject to the Bargaining Unit Employees' rights and privileges which are expressly set forth and preserved herein for the life of this Agreement.

ARTICLE 16: Pay For Labor Relations Work

1. Collective bargaining meetings for effects bargaining shall be attended by not more than four (4) representatives of the Union and not more than an equal number of Employer representatives. Such meetings shall be held at the request of either party and the subject matter to be taken up in such meetings by either party shall be outlined in a written notice give to the other party at least fourteen (14) business days prior to the proposed meeting date provided, however, that said fourteen (14) business days written notice may be waived by mutual consent of the parties.
2. Representatives of the Union covered by this Agreement may attend grievance conferences with representatives of the Employer in accordance with the following provisions of this section without loss of pay at straight time subject to the following conditions:
 - a. Pay shall be allowed only if such meetings are held during such Job Steward's scheduled working hours and only if such Bargaining Unit Employees would have worked had they not attended such meetings.
 - b. The time paid for shall be limited to actual meeting time plus necessary time, if any, spent during scheduled working hours in traveling between the Job Steward's work location and the grievance conference.
 - c. Pay shall be allowed for grievance meetings for not more than two (2) Bargaining Unit Employees (Job Stewards or the grievant) at the Step 1.
 - d. Such time paid for in accordance with the above shall be considered as time worked.
 - e. No deduction from credited service will be made for representatives of the Union covered by this Agreement for attendance at collective bargaining meetings.
3. EQCA will pay for up to three (3) Bargaining Unit Employees of the Union Bargaining Committee during actual contract negotiations for up to 160 hours per Bargaining Unit Employee for time at collective bargaining sessions (joint sessions and caucuses).

ARTICLE 17: Union Representatives

1. **Union Representatives:** An accredited representative of the Union shall have reasonable access to the Employer's facilities on official Union business during working hours provided that such access does not unreasonably disrupt the normal conduct of business. The Union Representative shall give management a minimum of 48 hours advance notice of a request to visit the EQCA premises. Exceptions to the 48-hour notice may be made in emergency situations and upon discussion with Union Officials and EQCA.

2. **Job Steward:** Job Steward(s) are selected by the Union and may be an employee of EQCA. The Union shall notify EQCA of the names of all Job Stewards and their areas of authority and responsibility. The number of Job Stewards shall not exceed twenty-five (25) percent of the Unit Members, rounded to the nearest whole number. The Union shall, within five (5) business days notify the Employer whenever a new Steward has been selected.
 - a. The Job Steward's time will be considered paid time while conducting all Steward duties if/when an investigatory interview/disciplinary meeting is requested by EQCA and while meeting with the Employer on grievances, so long as such duties fall within the scope of their regular work hours and such duties will not result in overtime hours worked.
 - b. The Job Steward(s) shall not authorize any work stoppage because of any grievance arising under the terms of this Agreement.
 - c. The Job Steward(s) may perform the functions set forth in **Article 24: Investigatory Interview/Disciplinary Meetings.**

Section 2: *Work Culture and Rules*

ARTICLE 18: Non-Discrimination

EQCA and the Union agree that they will not discriminate against any Bargaining Unit Employee by reason of race, color, creed, gender (including gender identity and gender expression), religion, marital status, register domestic partner status, age, national origin or ancestry, physical or mental disability, history of disability, medical condition (including cancer and genetic characteristics), genetic information, sexual orientation, pregnancy, childbirth or related conditions, citizenship, military service and veteran status, union and/or political affiliation, lawful union and/or political activity, and/or any other characteristic protected by state or federal law or local ordinance. Arrest and conviction records will only be used to the extent permitted by California law, or, if applicable local or Federal law is less permissive in the use of arrest and conviction records, as permitted by applicable local or Federal law.

It is mutually agreed that neither party shall interfere with, restrain, coerce, or otherwise discriminate against any Bargaining Unit Employee in their right to join or assist any labor organization.

ARTICLE 19: Equity Review

Equity Review

1. EQCA is committed to the equitable treatment of all employees. EQCA will begin an equity review process no later than December 31, 2022. As a part of that process, EQCA will engage in an outside consultant to support a review of current processes, procedures and programming among other things with a particular focus on race and gender. As a part of that process, there will be an Equity Committee that will include members of the staff, including both Bargaining Unit and non-Bargaining Unit Employees, and ad-hoc board members to help inform that work.
 - a. The Bargaining Unit Employee member(s) in the committee will be selected by the Union and will include at least Bargaining Unit member of the Labor Management Committee (LMC).
 - b. As an outcome of that process, there may be actionable recommendations and a dashboard to report back on the status of such items on an annual basis.
2. Thereafter, EQCA will conduct an annual evaluation focused on pay equity, gender and race data, and employee retention for members of the Bargaining Unit only. EQCA will provide the aggregated report to the LMC for review. EQCA and the LMC will meet annually to discuss recommendations for equity in hiring, compensation and retention, onboarding, staff development, and career advancement processes and practices for Bargaining Unit Members. During this annual meeting, the LMC will bring results from the anonymous survey of Bargaining Unit Employees regarding employment satisfaction for discussion.

Labor Management Committee (LMC)

1. Per Article 3, the LMC is made up of Bargaining Unit Employees and EQCA Leadership and will hold four (4) annual meetings.
 - a. Annual meetings, of no more than four (4) hours per meeting, are to be scheduled and agreed to no later than February 1st each calendar year.
 - i. To include the specified meetings that will include Agenda items related to LMC sections 1.b and 1.c.
 - b. At least one meeting each year will include an agenda item for the development of an anonymous employee feedback survey with respect to Bargaining Unit Employees

- c. At least one meeting each year will include an agenda item to review the results of the anonymous employee feedback survey. Anonymous results will be summarized by the LMC and shared with the Equity Committees and Bargaining Unit Employees.
 - i. The LMC will develop a proposal for how to address any and all inequities or issues uncovered and will present the proposed recommendations, goals, and timelines to EQCA Management and Bargaining Unit Employees.
 - ii. Each successive report will include an update on previously established timelines and results, successes, and justifications for unmet goals.

ARTICLE 20: Organizational Excellence and Equity

Equity Trainings:

- EQCA will provide one training annually on race and gender equity to all Bargaining Unit Members. During quarterly meetings with EQCA, the LMC will discuss and provide input on topics to include in this training or provide feedback to the equity committee established in accordance with **Article 19: Equity Review** about additional trainings for all staff.
- Equity training for newly hired Bargaining Unit Employees will be provided on a quarterly basis. EQCA will develop and implement the content of this training.

Organizational Excellence:

- In addition to regularly planned, organization-wide professional development opportunities, training and staff retreats, EQCA may allow for up to three (3) days a year for department or project focused professional development relevant to EQCA's mission and strategic plan depending on need. Examples include but are not limited to: team retreats, department retreats, regional team strategic planning sessions, etc.
- Time spent on such organizational development opportunities will be treated as regular work time, allowing for adequate preparation and participation.
- Whether these events are conducted remotely, or in-person is at management's discretion. However, if these events are conducted in-person, travel and time must be paid for remote employees to participate who live outside of Los Angeles in accordance with **Article 32: Travel Time, Mileage, and Expense Reimbursement**.
- Event scheduling and contents are subject to management approval.
- Opportunities for professional development are a right and do not accrue.

ARTICLE 21: Grievance and Arbitration Procedure

A grievance shall be defined as a dispute, claim, or difference between EQCA and a Bargaining Unit Employee or the Union arising out of an alleged breach of a provision of this Agreement or the discipline of the Bargaining Unit Employee filing the grievance. Any grievance must be filed within thirty (30) business days of the occurrence giving rise to the grievance or knowledge of the occurrence, whichever is later. A grievance shall be handled in the following manner:

Step 1: A Bargaining Unit Employee, through the Union, shall present a grievance to the Bargaining Unit Employee's Director within thirty (30) days following the events on which the grievance is based or from the date of discovery. The Director shall hold a Step 1 meeting within fifteen (15) business days of notification. The Director shall give an answer to the Union within seven (7) business days of the Step 1 meeting.

Step 2: Any grievance which is not satisfactorily resolved at Step 1, may within five (5) days after the Step 1 answer is received, be presented at Step 2 in writing to the Executive Director or designated Managing Director. A mutually agreed upon date will be set for a meeting to be held within fifteen (15) business days of notification. A grievance presented at Step 2 shall be answered by the Executive Director or designated Managing Director in writing within ten (10) business days after the Step 2 grievance meeting.

Step 3: If a satisfactory resolution has not been reached in Step 2, then the Union may refer the matter for arbitration by filing a notice of arbitration with EQCA's Human Resources representative within fourteen (14) business days after receipt of the Step 2 written notice.

Timeframes within this Article, upon mutual agreement, can be waived or extended.

ARTICLE 22: Job Security

EQCA is at its sole discretion shall determine the activities, operations or duties to be discontinued or curtailed and the number and classification of employees to be laid off because of lack of work, lack of funds, change in programmatic priorities, or for any other reason.

EQCA shall notify the Union in writing as soon as it becomes aware of a need for a reduction in workforce, EQCA will bargain in good faith over the effects of layoffs.

In making the decision to reduce its workforce, layoffs within a specific job classification will happen by probationary employees first; employees within a specific job classification will be laid off in order of seniority. There shall be no involuntary layoffs when a consultant or temporary employee is performing the work that EQCA believes that a bargaining unit employee subject to layoff could perform.

EQCA may layoff any part-time employee and/or the employees paid in whole or in part through grant contract or other program specific funding when such funding is no longer available to fund the work of the employee before laying off any full-time employee or employee who is not funded by the grant or contract that has been discontinued.

ARTICLE 23: Performance Reviews

All Bargaining Unit Employees, who have been employed beyond their ninety (90) day probationary period, will participate in formal performance review annually. These reviews will take place in the first quarter of the following year. The review will address the Bargaining Unit Employee's performance during the previous year, identify areas for growth, and set new performance goals for the coming year. To foster Bargaining Unit Employees growth, performance reviews shall be used for professional development and performance improvement and will not be disciplinary in nature.

- These reviews may consist of self-evaluations and Manager/Associate Director evaluations that will be taken into account within the review process. Adequate time will be provided for evaluations and the timely completion of the Performance Reviews.
- Bargaining Unit Employees will be provided a copy of their final performance evaluation at least two (2) days ahead of the meeting to discuss the review set by the bargaining Unit Employee's Director or the Director's designee (who shall not be a Bargaining Unit Employee).
- Performance reviews shall be signed and dated by the Bargaining Unit Employee acknowledging receipt of the review at the scheduled meeting. The Bargaining Unit Employee shall be provided a copy with the Bargaining Unit Employee's signature within two (2) business days.
 - Signature line on Performance Reviews must contain language that states "the Bargaining Unit Employee's signature only indicates that the document was discussed with them and must explicitly state that a signature does not signify agreement with the document."
- Bargaining Unit Employees may submit a separate written response and supporting evidence to their performance review within four (4) weeks of the performance review. The Bargaining Unit Employee may also involve the Union if they have issues with their performance review. The response will be placed in the Bargaining Unit Employee's personnel record along with their review.
- If a Bargaining Unit Employee believes that their duties have substantially changed in the last twelve (12) months, they may request an evaluation by EQCA of the appropriateness of their job title and description.
- During the performance review, Bargaining Unit Employees may discuss their career goals and plans with their Director, including potential for promotion and the Director's assessment of the additional skills or improvement needed.

ARTICLE 24: Investigatory Interview/Disciplinary Meeting

1. A Bargaining Unit Employee shall have the right to be accompanied by one (1) Job Steward or Union Representative during an investigatory interview/disciplinary meeting. An investigatory interview is a meeting or continuation of a meeting between a representative of EQCA and the employee under circumstances where the Bargaining Unit Employee believes that the interview may result in disciplinary action or discharge based on what the employee states during the interview. A disciplinary meeting is defined as a meeting for the express purpose of issuing disciplinary action. Interactions between Bargaining Unit Employees in which a Bargaining Unit Employee directs the work of requests information concerning the work or actions of, or requests information concerning the performance of job duties or failure to perform job duties by, another Bargaining Unit Employee shall not be considered an investigatory interview or disciplinary meeting or continuation.
 - a. Investigatory interviews/disciplinary meetings may not be conducted by one Bargaining Unit Employee to another without the presence of an EQCA Representative.
2. Should a Bargaining Unit Employee request Union representation, the Job Steward will be allowed up to fifteen (15) minutes for purposes connected with the meeting to speak with the Bargaining Unit Employee prior to the start of or prior to the continuation of such investigatory interview/disciplinary meeting.
3. Where a Bargaining Unit Employee declines to have a Union Representative or Job Steward attend an investigatory interview/disciplinary meeting, that fact will be documented by EQCA.

ARTICLE 25: Discipline and Termination

1. No Bargaining Unit Employee who has completed their ninety (90) day probationary period shall be suspended, disciplined, or discharged for job performance or violation of employment rules of conduct without just cause. Just Cause exists when EQCA has a good faith belief that it has a basis for termination or discipline as outlined in this Agreement; except in the case of serious misconduct, all discipline leading to Just Cause termination will be progressive. The following are not subject to this provision layoffs/termination due to the expiration of the employment period of an employee hired for a predetermined length of time, or the termination of employment due to the exhaustion of or other unavailability of funding. In determining the disciplinary action, EQCA will consider the severity of the offense or shortcoming and the Bargaining Unit Employee's entire work record.
 - a. Should probationary time need to be extended, EQCA will meet with the Union to discuss additional probationary time.
 - b. In regards to Bargaining Unit Employee's hired for a predetermined length of time: The expiration of employment in accordance with the predetermined length of employment shall not be considered a discharge or other disciplinary action for the purposes of rehire eligibility.
2. EQCA and Bargaining Unit Employees are encouraged to engage in informal counseling before discipline is imposed or a grievance is filed.
 - a. Counseling may include written conversations, oral conversations, training, and guidance concerning expectations and job performance outside of formal reviews.
 - b. Counseling should not be considered investigatory or disciplinary in nature and can be offered by one Bargaining Unit Employee to another or by a non-Bargaining Unit Employee. Counseling provided by one Bargaining Unit Employee to another shall not be considered disciplinary action.
 - c. Counseling may be used on a case-by-case basis to avoid or delay formal work performance plans or other forms of discipline but are still tracked in writing and can be used to track patterns of behavior.
3. Every effort will be made for all disciplinary actions to be administered in a fair, timely and consistent fashion.
 - a. Except in the case of serious conduct, all discipline leading to Just Cause termination will be progressive.

- b. Just Cause includes but is not limited to the following circumstances:
 - i. Unsatisfactory performance by the Bargaining Unit Employee as documented in writing.
 - ii. Committing serious misconduct, which can include:
 - 1. Any unauthorized disclosure of any conditional information relating to EQCA's mission and purpose. This also includes violations of employment laws and regulations.
 - 2. Theft or misuse of EQCA funds; removing, destroying, or borrowing EQCA property, or the property of any employee or contractor of EQCA, without prior authorization; or incurring unauthorized expenditures.
 - 3. Verbal and physical acts and threats.
 - 4. Unlawful discrimination or harassment.
 - a. Unlawful shall refer to forms of discrimination and harassment as defined by the California Fair Employment and Housing Act, the Civil Rights Act of 1964, other applicable laws prohibiting discrimination or harassment, and the EQCA Employee Handbook.
 - 5. Willful falsification of EQCA records, including but not limited to employment documents, expense records, or time records.
 - 6. The reckless or intentional endangerment of the safety of oneself or a co-worker.
 - 7. Carrying any dangerous weapons during work or in EQCA workplaces at any time.
 - 8. Public Commentary in knowing conflict with EQCA's support or decision not to support political candidates and causing while representing EQCA.
 - iii. Willful misconduct generally.
 - iv. Public commentary in conflict with EQCA's support or decision not to support political candidates and causes while identifying as an EQCA employee.

1. Identifying as an EQCA employee in a personal social media account must be accompanied by a statement that one's posts are their own.
 - v. The endangerment of the safety of oneself or co-workers.
4. Though a Bargaining Unit Employee may be disciplined or discharged for serious misconduct without progressive discipline, the Just Cause standard still applies to such discipline or discharge.

ARTICLE 26: Temporary Work Employees and Work Preservation

Both the Union and EQCA are interested in prioritizing regular, full-time employment and career path positions at EQCA. No contract/temporary workers will be hired to perform the work historically and customarily performed by employees in the Bargaining Unit in job classifications covered by this Agreement, for periods greater than three (3) months; provided, however, that temporary workers may be retained to support election-related activities (primary and general elections) for periods of up to eight (8) months. However, when EQCA believes that specific and/or compelling business reasons exist to hire temporary or contract workers for longer periods, EQCA will notify/advise the Union as to the substance, duration, and other relevant descriptions of those positions/activities. Such notice will be supplied no later than the quarterly LMC meeting.

If EQCA engages such workers on a W-2 basis, including any temporary full-time or part-time staff hired for specific grant terms, to perform work historically and customarily performed by positions in the Bargaining Unit position classifications, they will be included in the CWA Bargaining Unit, but may be released from employment at the end of their temporary assignment or contracted period without recourse to the grievance and arbitration procedure.

Then current temporary workers will be notified of open positions for Bargaining Unit Employee positions one week prior to the position being listed publicly so that they may be considered in advance of, or alongside applicants.

ARTICLE 27: Seniority

Probationary Period

Bargaining Unit Employees may be discharged without cause and without recourse to Arbitration Procedures within the probationary period. After completion of the probationary period, EQCA may discharge or otherwise discipline Bargaining Unit Employees for Just Cause only, as set forth in **Article 25: Discipline and Termination**.

Seniority

Seniority shall be defined as length of continuous service with EQCA based on the date of hire and shall prevail in the layoff and recall of employees.

Seniority shall prevail for the selection of holidays worked and vacations (as stated in **Article 37: Paid Holidays** and **Article 36: Vacation Time**), overtime and choice of hours for Bargaining Unit Employees in similar positions with like duties.

Controversies regarding seniority shall be settled by EQCA and the Union.

If more than one (1) Bargaining Unit Employee has the same seniority date, tiebreaker will be determined by a random number generator with the highest number prevailing.

Article 28: Job Descriptions and Compensation

Job Descriptions and Compensation

1. All new and existing Bargaining Unit Employees will be provided access to an up-to-date job description that clearly specifies the duties of the position as well as its classification. Bargaining Unit Employees will be compensated according to their defined pay scale (as laid out in **Article 46: Wages**) with years at EQCA being recorded from their initial start date.
 - a. Should a position description not exist for a Bargaining Unit Employees' current position, they will be provided with access to an up-to-date job description within ninety (90) days of ratification of this Agreement.
2. In the event a Bargaining Unit employee is promoted or has a change of position, they will receive a job description-for the new position consistent with paragraph 1.
 - a. The job description for a new or change of position should be given to the Bargaining Unit Employee at the time of the offer.
 - b. Any Bargaining Unit Employee who believes that their position has substantially changed, or their job description is inaccurate, or they have additional duties for a period of three or more months due to another employee's promotion or departure may request that EQCA evaluate the Bargaining Unit Employee's job description, job title, classification, responsibilities, and compensation in consultation with the LMC.
3. EQCA will provide copies of all current job descriptions to the Union and the LMC.

Process for Changing Job Descriptions

1. EQCA will notify the Union before adding or changing any job descriptions of Bargaining Unit Employees.
2. The LMC will be in any discussions regarding changes to a job description before it is finalized to the agenda for a regularly scheduled meeting.

Impact on Training, Pay, and Promotion

1. If EQCA makes any changes to Bargaining Unit Employee job and requires that a Bargaining Unit Employee undergo additional training (i.e., Managing for Success), EQCA will allow reasonable time for the completion of such required-training, including covering cost and expenses.

2. The development of a new position or title within the organization at the level of associate director or below is subject to negotiation with the Union to determine if it is included in the Bargaining Unit.
3. EQCA will not rewrite a job description such that the new position is no longer an eligible Bargaining Unit position without agreement from both parties to this Agreement. This shall not restrict EQCA from promoting Bargain Unit Employees into non-Bargaining Unit Positions.

Tiered Positions

The Bargaining Unit consists of three (3) employment tiers in reference to the wage bands in **Article 46: Wages**, Associate, Manager, Associate/Deputy Director (specific positions as outlined in **Article 2: Recognition**) across various departments. Not all employees in these tiers are automatically Bargaining Unit Employees. Within ninety (90) days of ratification of this Agreement, EQCA will provide the Union with a generic list of job functions/responsibilities that indicate the progressive responsibilities which distinguish each tier of employment from the others.

ARTICLE 29: Hours of Work and Work Schedule

Work Hours

1. EQCA offices will be open five (5) days a week, Monday-Friday and business hours will be 8:00 AM PT to 6:00 PM PT. With approval of their Director, all Bargaining Unit Employees can choose a regular eight (8) hour workday during normal business hours allowing for proper breaks for exempt and non-exempt Bargaining Unit Employees. However, certain positions will require scheduling outside of regular business hours.
 - a. Mandatory internal meetings shall be scheduled between the hours of 10:00 AM PT to 4:00 PM PT to ensure all Bargaining Unit Employees can utilize the benefit of flexible hours.
 - i. Meetings scheduled outside of these hours will be considered optional for all Bargaining Unit Employees.
 - b. Bargaining Unit Employees may be required to work overtime or hours other than those normally scheduled whenever necessary, with at least forty-eight (48) hour notice when applicable. EQCA will endeavor to provide advance notice when practicable under the specific circumstance. California Overtime pay requirements will apply to all non-exempt Bargaining Unit Employees regardless of state of residence.
 - c. Exempt Bargaining Unit Employees regular work schedule may be more/less than forty (40) hours in a given week.
 - i. On occasions where exempt Bargaining Unit Employees work an extraordinary number of hours or are required to work weekends, they will be given compensation (comp) days. Comp days will be awarded as one (1) day off (eight (8) hours) for every extra twelve (12) hours worked above forty (40) hours during a work week (Sunday – Saturday).
 - ii. Comp days do not accrue and must be used within three (3) months of the date for which they are granted and must be scheduled in advance with the Bargaining Unit Employees' Director.
 - d. EQCA will endeavor to give both the Bargaining Unit Employees and the Union thirty (30) days prior notice of any further work schedule changes that are anticipated to last more than two (2) weeks.

Office Workdays and Scheduling

1. All non-telecommuting Bargaining Unit Employees are required to work in-person a minimum of two (2) days a week to be determined by EQCA.
 - a. Department Directors will give at least two (2) weeks notice to Bargaining Unit Employees for temporary required additional days in the office.
 - b. EQCA will give both the Bargaining Unit Employee and the Union thirty (30) days prior notice of any further in-person work schedule changes that are anticipated to last more than two (2) weeks.
2. Bargaining Unit Employees have the option to work from home the other three (3) days. Working from home is voluntary to allow employees increased flexibility and work-life balance. Bargaining Unit Employees can choose to work all five (5) days in the office.
3. Bargaining Unit Employees who cannot meet the minimum requirement for days in the office may request an exception for approval by their Director.

Office Workspaces

1. Bargaining Unit Employees will be assigned a dedicated place for work files and storage as needed.
2. Bargaining Unit Employees that require special space accommodations should contact the EQCA Human Resources contact.
3. All office locations must comply with **Article 31: Office Working Conditions**

Equipment and Supplies

1. EQCA will provide a portable computer and necessary software, which can travel with the Bargaining Unit Employee.
2. Office supplies necessary to work from home should be obtained from the office.
3. Requests for other reasonable and necessary items to work from home should be submitted to the Bargaining Unit Employee's Director.

Outside Office Meetings and Events

1. Participation in in-person meetings and events is an essential job function of every Bargaining Unit Employee.

- a. Department Directors/Event Leads will endeavor to give at least two weeks' notice to Bargaining Unit Employees for events that will take place outside each employee's normal work schedule.
- b. Bargaining Unit Employees are entitled to their meal period and breaks at events and that non-exempt staff will start their meal period before the end of their fifth (5th) hour of work. Event schedulers will ensure that meal periods and breaks fit into all event schedules.
- c. All travel expenses will be covered for events and off-site meetings as defined in **Article 33: Travel Time, Mileage and Expense Reimbursement.**

Accommodation requests for events should be submitted to the Event Lead and the EQCA Human Resources representative as soon as possible.

ARTICLE 30: Telecommuting

Telecommuting provides Bargaining Unit Employees with an opportunity to work from an alternative work environment instead of in the primary location of their office. Telecommuting Agreements are subject to approval by the Bargaining Unit Employees' Director.

Telecommuting does not change the conditions of employment or requirement of compliance with all EQCA policies and procedures. If a Bargaining Unit Employee wishes to telecommute, the Bargaining Unit Employee should contact that Employee's Director.

Telecommuting Safety

- The Telecommuter is solely responsible for ensuring the safety of the alternative work environment.

Telecommuting Agreement

- All Bargaining Unit Telecommuters will submit a proposed Telecommuting Agreement on EQCA's approved form as in effect from time-to-time. The Telecommuting Agreement shall cover:
 - The regular days and work hours (as applicable) of the Telecommuter
 - The duration of the telecommuting arrangement
 - Other requirements and expectations specific to telecommuting

Hours of Work

- Unless otherwise approved by EQCA in the Telecommuting Agreement, hours and days of work will not change. Telecommuters are expected to attend all required meetings virtually unless in-person attendance is required by EQCA. EQCA is responsible for travel expenses for all in-person events covered by the Telecommuting Bargaining Unit Employee's job description.

Telecommuting Eligibility

- Bargaining Unit Employees who have positions that have traditionally performed in office must be in good standing* and have at least an acceptable performance rating in the most recent performance review to be considered for a telecommuting arrangement.

EQCA will provide notice to the Union of any changes in processes, procedures or any other matter related to this Article.

*Good standing is defined as:

1. Not on a performance improvement plan
2. Performance reviews have an acceptable rating (2 out of 3) for overall performance in accordance with **Article 23: Performance Reviews**.

ARTICLE 31: Meals and Breaks

About Meals & Rest (“Break”) Periods:

EQCA will provide uninterrupted paid rest periods and meal periods to non-exempt Bargaining Unit Employees based on the amount of time they work. Employees are relieved of their duties during their meal or rest period.

- **Meal Periods:** A non-exempt Bargaining Unit Employee’s meal period must commence before the end of the fifth hour of the employee’s shift, unless six (6) hours will complete the workday. An employee may waive the meal period if the employee prefers to do so. An employee working more than ten (10) hours is provided a second paid meal period of thirty (30) minutes unless twelve (12) hours will complete the workday. An employee may waive the second meal period if the first meal period was not waived and the employee prefers to do so. Meal periods are unpaid.
- **Rest Breaks:** All non-exempt Bargaining Unit Employees are entitled to rest breaks. The authorized break shall be based on the total hours worked daily at the rate of fifteen (15) minutes net rest time per four (4) hours worked, or major fraction thereof. For all Bargaining Unit Employees: an employee who works an eight (8) hour shift will get two fifteen (15) minute breaks; one occurring in the middle of the first half of the shift and the other occurring close to the middle of the second half of the shift. Breaks are paid.

Hours Worked	Fifteen Minute Rest Breaks
3.5 – 6	1
6 – 10	2
10 – 14	3

Summary

- Breaks are 15 minutes and are paid.
- Meals are 30 minutes and are unpaid, non-exempt employees must start their meal during the 5th hour of work at the latest.
- For both meals and breaks, the non-exempt Bargaining Unit Employee is relieved of their duties. This means that they cannot be asked or expected to do work during the meal or break. If a non-exempt Bargaining Unit Employee is expected to do work during a Meal Period or Rest Break, the non-exempt Bargaining Unit Employee should notify the employee’s supervisor, and, if the break is not provided, the non-exempt Bargaining Unit

Employee will be paid an additional hour's pay for each day on which any Meal Break is not provided and each day on which any Rest Break is not provided.

- Directors do not have to tell the non-exempt Bargaining Unit Employee when to take a meal or break or monitor if they are taking them, however they do have to make sure all non-exempt Bargaining Unit Employees are given time for meals and breaks and that the expectation is to take them.
- Non-exempt Bargaining Unit Employees need to document their time accurately for meals in the time keeping system.

Hours Worked	Paid 30 Min Meal Period	Paid 15 Min Break/Rest	2 nd Paid 30 Min Meal Period
10 – 12	Yes	Yes, three breaks	Yes
6 – 10	Yes	Yes, two breaks	No
3.5 – 6	Not required	Yes, one break	No

Exempt Employees

Exempt Bargaining Unit Employees are expected to manage their schedules and workload and take meal and rest breaks. Exempt employees are paid on a salary-basis and breaks are not tracked.

ARTICLE 31: Office Working Conditions

Health and Safety

- EQCA shall provide a safe and healthful workplace for all Bargaining Unit Employees working on-site, including but not limited to the provision of sufficient working space with adequate lighting, ventilation, and ergonomic standards as necessary, and ready access to a restroom(s), subject to the terms of the applicable EQCA office lease/rental agreement.

Gender Affirming On-site Workspace

- EQCA shall provide all Bargaining Unit Employees working on-site access to affirming gender neutral restrooms so that all employees have access to safe and comfortable facilities. On new leases/rentals for on-site office work, EQCA shall secure office space(s) in building(s) that have suitable gender-neutral restrooms.
- For existing office space(s) that do not have adequate access to gender neutral restrooms, EQCA will make all possible efforts to negotiate for access to a gender-neutral restroom with building managers.

Offsite Work Locations

- EQCA hosted events or programs shall provide a safe and healthful workplace for all Bargaining Unit Employees working the event, including but not limited to the provision of adequate lighting, ventilation, and ready access to gender neutral restroom(s), subject to the terms of the space rental/use agreement.

Accessibility

- No Bargaining Unit Employee will be monetarily penalized for an ADA protected status for eligibility for overtime associated work functions and/or travel to events.

Accommodations

- Any Bargaining Unit Employee who believes they have a qualifying disability and requires reasonable accommodation in order to perform the essential functions of their job should contact the EQCA Human Resources representative to initiate an interactive process and requesting an accommodation.

ARTICLE 32: Travel Time, Mileage and Expense Reimbursement

Mileage

1. Bargaining Unit Employees, including those with exempt, non-exempt, and part-time status, will receive mileage reimbursement for roundtrip ground transportation for business related travel from their assigned office. If the Bargaining Unit Employee begins business related travel from the Bargaining Unit Employee's residence, mileage reimbursement for roundtrip ground transportation exceeding five (5) miles a day will be provided. Mileage reimbursement will be at the IRS rate for business travel for business related travel in effect at the time of travel. Travel between home and assigned office is not subject to reimbursement under this policy.
2. If a Bargaining Unit Employee who is assigned as at telecommuting employee, including employees based outside of California, is expected to be at in-person events, ground transportation will be reimbursed or air travel will be provided as well as lodging, if an overnight stay is reasonably required.
3. EQCA will communicate the current IRS rate for business miles, sample Check Request Form, and detailed instructions on submitting reimbursement requests to all Bargaining Unit Employees annually, as well as individually to newly hired Bargaining Unit Employees promptly after hire.
4. Section 1 shall apply to EQCA events, meetings, and other EQCA functions that are held outside of EQCA offices.

Travel Time

1. Non-exempt Bargaining Unit Employees will be paid their normal hourly wage for business-related travel time, including travel to meetings or events with EQCA partners that an employee is attending as a part of their role. Overtime will be paid for travel time in accordance with all applicable state and/or federal laws. This policy does not apply to commuting time from home to office. If travel time must occur outside a Bargaining Unit Employee's designated work schedule, the employee will adjust their work schedule to reduce or eliminate overtime on travel days.
2. Exempt Bargaining Unit Employee's shall be entitled to an overnight stay (at their option), if the workday including travel time exceeds 12 hours.

Expense Reimbursement

1. EQCA will reimburse all Bargaining Unit Employees for all expenses incurred due to work related travel, including but not limited to mileage, meals, and lodging.

2. EQCA will reimburse all Bargaining Unit Employees for any work-related expenses incurred while carrying out work for EQCA, including but not limited to shipping fees, necessary office equipment with prior approval, and more.
3. EQCA will provide Bargaining Unit Employees with a detailed reimbursement description in the EQCA Employee Handbook. This will include, but is not limited to, the current IRS mileage rates, per diem rates and restrictions, and reimbursement process including detailed instructions. Any changes to this process, including changes in mileage or per diem rates must be communicated in writing to all Bargaining Unit Employees.
4. EQCA will process reimbursements in a timely manner but no longer than two weeks after an expense is submitted.

As this Article is intended to set the minimum requirements for Travel Time, Mileage, and Reimbursement, policies from the EQCA Employee Handbook that go above and beyond this Article may also apply.

ARTICLE 34: Natural Disasters & Pandemics

EQCA will handle natural disasters and pandemics as they arise and will look out for the best interest of the staff in this process.

Section 3: *Benefits and Paid Time Off*

ARTICLE 35: Benefits

EQCA will provide full medical coverage, at no cost, to all Bargaining Unit Employees. Coverage shall begin on the first day of the month following the date of hire. EQCA will also provide dental and vision coverage, at no cost, to all Bargaining Unit Employees that begins simultaneously with health coverage.

During the life of this Agreement, medical, vision, and dental benefits shall remain comparable in cost and coverage for Bargaining Unit Employees. Any potential change shall be discussed with the Union prior to changes or implementation.

EQCA will provide a life insurance policy to all Bargaining Unit Employees, at no cost, that is equal to 100% of the Bargaining Unit Employees yearly salary or hourly wage equivalence.

ARTICLE 36: Vacation Time

Bargaining Unit Members, exempt and non-exempt, accrue paid vacation leave for each year worked on a daily basis according to the following chart:

Years of Completed Service	Annual Accrual Rate	Maximum Accrual
0-3	120 hours/3 weeks	180 hours/4.5 weeks
4+	160 hours/4 weeks	240 hours/6 weeks

Unused vacation days will be paid out upon termination of employment, whether voluntary or involuntary.

Scheduling Vacation Time

Requests for vacation leave should be made as early as possible, to the Bargaining Unit Employee's Director. Bargaining Unit Employees may take accrued vacation time any time upon completion of the Probationary Period, or sooner with the approval of their Director. During the period from completion of the Probationary Period and completion of the first six (6) months of employment, Bargaining Unit Employees may request an advance of up to a week of unearned vacation pay. Bargaining Unit Employees should not make any financial commitments related to their vacation before the leave time is approved by the applicable Director. If two requests for vacation conflict and neither have yet been approved, the decision will be based on seniority as defined in **Article 27: Seniority**. Seniority is not a basis to displace previously approved vacation requests.

Any commitments and reservations made prior to joining EQCA must be brought to the Bargaining Unit Employee's Director's attention when you are hired and will be considered on a case-by-case basis.

Personal Days

All Bargaining Unit Employees are allowed two (2) days per year to use as needed for personal days, mental health days, or other non-scheduled time-off needs.

Personal days do not accrue and must be used each year.

ARTICLE 37: Paid Holidays

Equality California offers all Bargaining Unit exempt and non-exempt Employee's paid holidays throughout the year to facilitate participation in national holidays and to provide opportunities for celebration of religious and cultural holidays. The following are included as paid holidays for all exempt and non-exempt Bargaining Unit Employees regularly scheduled to work on those dates:

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Cesar Chavez Day
- Memorial Day
- Juneteenth
- Independence Day (July 4)
- Labor Day
- Indigenous Peoples Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Employee's Birthday
- Two (2) floating holidays for religious or cultural observations not already listed*

When a holiday falls on a Saturday, it will be observed on the preceding Friday. When a holiday falls on a Sunday, it will be observed on the following Monday. For Bargaining Unit Employees to celebrate other holidays* not included in the above, and that fall during the work week, EQCA will make reasonable accommodations for the paid observation of two (2) floating holidays per year. The Bargaining Unit Employee should notify their supervisor within thirty (30) days prior to the holiday the employee wishes to observe. Floating holidays do not accrue and must be used each year. If the Bargaining Unit Employee does not use these days before the end of the year, they are forfeited.

If a Bargaining Unit Employee is required to work on a holiday, and more than one Bargaining Unit Employee is in the position required, the employee with seniority shall have first choice to work or not work that holiday. Any non-exempt Bargaining Unit Employee required to work a listed holiday, other than the Employee's Birthday, will be paid regular for the holiday, plus time and half. Any exempt Bargaining Unit Employee required to work a listed holiday, other than the Employee's Birthday, will be permitted to take a different day off within the pay period.

Additionally, EQCA will be closed for Winter Break with varying dates, but generally December 25th through January 1st. This break will be paid time off and all exempt and non-exempt staff, that performs work will be paid for their time in addition to the paid time off.

*Floating holidays may only be taken for religious/cultural observations not already observed by EQCA. Bargaining Unit Employee's requesting to use a floating holiday must request the holiday off at least thirty (30) days in advance and receive approval.

ARTICLE 38: Professional Development

Professional Development

- EQCA shall support Bargaining Unit Employees (with one (1) year or more of continuous service) seeking professional development opportunities, including but not limited to, conferences, trainings, certificates, that relate specifically to their role or the mission of EQCA on an annual basis. Professional development includes all state provisions within this article, additional professional development opportunities can be requested by the Bargaining Unit Employee, subject to approval of their Director.

Professional Development Funds

- In commitment to Bargaining Unit Employees' (with one (1) year or more of continuous service) professional development, Bargaining Unit Employees are eligible for the following annually:
 - In commitment to Bargaining Unit Employees (with one (1) year of continuous service) professional development, Bargaining Unit Employees can receive up to \$1,200 per year for professional development or continuing education opportunities directly related to their current or desired role at EQCA. Professional development or continuing education outside the scope of their role or the mission of the organization will not be considered for this stipend. All stipends and programs are subject to approval of their Director. Provided that the Bargaining Unit Employee requests approval of a program and submits documentation supporting the fees for the program not less than two (2) weeks before such fees are due, EQCA will make payment in advance, rather than reimburse the employee for such fees.

Mentorship Program

- EQCA will have a Bargaining Unit Employee mentorship program to foster an environment of support, growth, and learning amongst employees. EQCA will pair all voluntary participating Bargaining Unit Employees with a membership of senior leadership in a mentorship capacity. Senior leadership should receive training and support to be effective mentors, including guidance on check-in meetings and effective mentorship techniques. Participation is voluntary for all Bargaining Unit Employees and participating members of senior leadership.

Managerial Training

- EQCA will require all Bargaining Unit Employees in a team/program lead role to attend annual manager training programs to further their leadership and team development

skills. Other opportunities may be available for Bargaining Unit Employees looking toward career advancement with Director approval.

Continuing Education

- EQCA shall support any Bargaining Unit Employee seeking Continued Education, including graduate school and professional certificates or required Continuing Education Units/Continuing Medical Education/Minimum Continuing Legal Education (or equivalent) hours required to maintain a professional license for programs or licenses related directly to their role at EQCA or the organizational mission. Bargaining Unit Employees shall notify EQCA of their intent to pursue continuing education if this conflicts with a Bargaining Unit Employee's working schedule.
- Bargaining Unit Employees shall make every effort to accommodate continuing education outside of their work schedule, so their role and responsibilities are not impacted. EQCA may consider work schedule changes if the degree, course work, or continuing education is directly related to their role at EQCA or the organizational mission. Requests must be made to the Director for first approval and Executive Director for final approval.

ARTICLE 39: Civic Engagement

As the largest statewide LGBTQ+ civil right, social justice, and political non-profit in the nation, EQCA recognizes the importance of participation in our nation's social and civic duties and encourages all Bargaining Unit Employees to participate in their civic duties and responsibilities/obligations without fear of any disciplinary actions being taken against them. These include but are not limited to:

Voting

- EQCA recognizes the importance of voting, and that some Bargaining Unit Employees may face varying obstacles while participating in the electoral process. EQCA encourages Bargaining Unit Employees to make every effort to vote before or after work hours, or by mail, but realize that may not always be an option. To that end, EQCA will pay all Bargaining Unit Employees up to one day's pay, in the event they are required to participate in a longer election process, i.e., long lines, caucuses, etc. Bargaining Unit Employees will make arrangement with their Directors if they do require reasonable time off to vote during work hours.

Jury and Witness Duty

- EQCA encourages all Bargaining Unit Employees to serve on jury duty or as witnesses. All Bargaining Unit Employees will receive their full pay for the duration of their time serving as a member of the jury and/or as a witness. All Bargaining Unit Employees will notify their supervisor in the event they are summoned to serve as a juror if they will need to appear in court as a witness as soon as they are notified. Bargaining Unit Employees agree to provide verification from the court clerk of performance of jury or witness service. If serving on a jury and/or as a witness does not require a full day, Bargaining Unit Employees agree to return to their normal working hours for the remainder of their normal working hours of that day.

Volunteer Civil Service

- No Bargaining Unit Employee shall be disciplined for taking time off to perform emergency duty as a volunteer firefighter, peace officer, emergency rescue, or public health emergency responder. Bargaining Unit Employees are eligible for paid leave (up to eight (8) hours per year) to participate in any required training. In the event that a Bargaining Unit Employee may need to take time off for emergency duty, they will notify their supervisor and are eligible for up to one week's pay while they are participating in their emergency duties. In the event that their duty requires more than one week's time, Bargaining Unit Employees will notify their supervisor(s) of their intention and the timeline of their duties. Any additional leave which is taken, will be unpaid or vacation days can be used if requested by the Bargaining Unit Employee, but EQCA agrees no

disciplinary actions will be taken against the Bargaining Unit Employee in the event of the aforementioned taking place.

Civic Participation

- Bargaining Unit Employees are encouraged to participate in voter engagement, political rallies and peaceful protests. If this activity is not within the scope of your job duties, Bargaining Unit Employees may receive up to one (1) paid day off for this type of activity per year.

ARTICLE 40: Allowances and Stipends

EQCA will pay for all Bargaining Unit Employees parking at their local office location. If a Bargaining Unit Employee does not commute via personal transportation, and instead uses public transportation, EQCA will reimburse the Bargaining Unit Employee for the necessary monthly public transportation passes. The Bargaining Unit employee will be responsible for submitting the reimbursement request and will provide all necessary proof of payment.

EQCA will provide a cell phone stipend of \$50 per month for all Bargaining Unit Employees.

Upon hire, EQCA will provide a one-time stipend (to be paid in the first pay period of after hire) of \$150 for all Bargaining Unit Employees to better utilize a work from home environment.

EQCA will provide an internet stipend of \$50 per month for all Bargaining Unit Employees.

Section 4: *Leave*

ARTICLE 41: Paid Leave

EQCA provides sick leave when Bargaining Unit Employees are ill, especially when contagious, so they can 1) get the necessary rest to recover and 2) not infect their co-workers. Time off for medical and dental appointments will be treated as sick leave.

Eligibility and Dispersal

- Employees will receive additional sick time at one (1) hour of sick time per twenty (20) hours worked from the time of employment. Unused sick days will carry over to the next year with a maximum accrual of twelve (12) days.
- Newly hired Bargaining Unit Employees who have yet to earn one (1) day of sick pay may request an advance of up to one (1) day of unaccrued sick pay.
- Unused sick days will carry over to the following calendar year but will cap at twelve (12) days. EQCA is not required to offer pay in lieu of use of sick leave and Bargaining Unit Employees will not receive payment for any unused sick leave when they leave EQCA.
- Bargaining Unit Employees who are ill or injured must contact their supervisor daily to keep their supervisors (unless extenuating circumstances prevent this) and agree to keep them updated to the best of their ability, where appropriate.

Use of Sick Leave for 'Family Members'

- Bargaining Unit Employees may use their yearly sick leave to attend to Family Members who are ill. "Family Members" means a child, parent, grandparent, spouse, domestic partner, dependents, chosen family, or "designated persons." The Bargaining Unit Employee agrees to notify EQCA if a "designated person" will be the purpose for their use of sick leave.
- For the purposes of sick leave use, a "child" is defined as a biological, foster, or adopted child; stepchild; domestic partner's child; or legal ward. A "child" may be someone who you have accepted the duties and responsibilities of raising, even if they are not your legal child.
- A "parent" is your biological, foster, or adoptive parent; stepparent; or current or former legal guardian.
- A "spouse" is your legal spouse according to the laws of California, which do not recognize "common law" spouses (a union that has not been certified by a marriage certificate).

ARTICLE 46: Family Leave

EQCA will provide paid parental leave to all LGBTQ+ families equivalent to what the State of California provides to birth parents.

Parental Leave

- EQCA may require that Bargaining Unit Employees apply for benefits under applicable California programs (or the Bargaining Unit Employees' state of residence, if applicable) and EQCA's short term disability policy. For Bargaining Unit Employees with at least twelve (12) months of continuous service to EQCA, EQCA will pay the difference between state provided benefits and any short-term disability insurance benefits (as applicable) for a period of up to twelve (12) weeks during an approved Parental Leave.

Family Leave

- EQCA recognizes Bargaining Unit Employees right to Family Leave equivalent to the minimum of the California Family Rights Act (CFRA) available to California state residents, regardless of the Bargaining Unit Employees state of residence. Bargaining Unit Employees residing outside of the state of California may be eligible for additional Leave (paid or unpaid) should their state provide greater leave rights than California.
- If Bargaining Unit Employees need to take a leave from work to care for a parent, child, spouse or registered domestic partner who is seriously ill, can contact the EQCA's Human Resources representative for particulars of how Paid Family Leave may apply in Bargaining Unit Employees particular circumstances.

Leave as a Reasonable Accommodation

- A medical leave of absence as a form of reasonable accommodation may be granted for non-work-related temporary disabilities (other than and/or in addition to applicable leaves for pregnancy, childbirth, and related medical conditions) for an appropriate period of time with a health care provider's written certificate of disability. EQCA's Human Resources representative will supply Bargaining Unit Employees with a form for their health care provider to complete, showing the date they were disabled and the estimated date they will be able to return to work. Bargaining Unit Employees should request any leave in writing as far in advance as possible. If Bargaining Unit Employees are granted a medical leave, they may use their available sick pay and also may use any paid vacation time previously accrued. A leave as an accommodation, if approved, begins on the first day Bargaining Unit Employees are certified unable to work, in whole or in part, and ends on the earlier of the end of the approved leave or when Bargaining Unit Employees are certified to return to work, in whole or in part. A Bargaining Unit

Employee returning from a medical disability leave must present a health care provider's certificate declaring fitness to return to work, in whole or in part.

- Bargaining Unit Employees may request unpaid personal leave of absence in exceptional cases when time away from work will allow a member to deal with an unexpected and serious personal situation. A personal leave of absence may be granted for up to a maximum of thirty (30) workdays. To request a personal leave of absence, Bargaining Unit Employees should first discuss their circumstances with the EQCA's Human Resources representative. Employees must request any leave in writing as far in advance as possible with an expected return date. A request for personal leave does not guarantee that the leave will be granted. EQCA will continue to pay for health insurance for Bargaining Unit Employees on leaves of absence up to a maximum of two (2) months. After that, they may self-pay premiums under the provisions of COBRA or Cal-COBRA.
- When Bargaining Unit Employees return to work on or before the end of the approved leave, they will return to the position they held upon the start of leave. If Bargaining Unit Employees are on a leave, EQCA will work with Bargaining Unit Employees so that they understand their particular rights and responsibilities throughout the leave process.

ARTICLE 43: Bereavement Leave

EQCA shall grant a leave of absence to Bargaining Unit Employees in the event of the death of a Family member, as defined in **Article 41: Paid Leave**. A Bargaining Unit Employee with such a death in the family may take up to five (5) scheduled workdays off, with pay. Bereavement time does not accrue and is not paid out at termination of employment. The Bargaining Unit Employee must receive approval to use bereavement leave time from their supervisor, which shall not be unreasonably denied.

ARTICLE 44: Sabbaticals

Eligibility

- After completing six (6) consecutive years of employment with Equality California, or Silver State Equality, all Bargaining Unit Employees in “Good Standing” (as defined in **Article 30: Telecommuting**) shall be eligible for a paid sabbatical leave of two (2) months.
- Bargaining Unit Employees must request the sabbatical break at least forty-five (45) business days before the start date of the sabbatical leave to their Director for review and approval.

Frequency

- Bargaining Unit Employees are eligible to take sabbatical leave once every six (6) years after completing six (6) consecutive years of employment. Except as may be required by law, Bargaining Unit Employees may not extend the two (2) month sabbatical with their vacation or any other leave during the fiscal year in which they are on sabbatical.

Accruals During Sabbatical

- The Bargaining Unit Employee will continue to receive all health, welfare and retirement benefits (with no loss in seniority) that have been agreed upon in this Agreement, subject to continued Employee contributions being deducted from wages.

Return Date

- When sabbatical leave is granted, a date for the end of the leave and the Bargaining Unit Employees return date shall be set. The Bargaining Unit Employee will have the right to return to active employment on the date specified when the leave is granted. The Bargaining Unit Employee may return to work on an earlier date, with the approval of the Executive Director.

Layoff and Recalls During Sabbatical

- The layoff and recall provisions of the Agreement (found in **Article 22: Job Security**) shall apply to Bargaining Unit Employees while on sabbatical leave.

Section 5: *Wages*

ARTICLE 45: Retro Wages

All permanent Bargaining Unit Employees on payroll on the date of ratification of this collective Bargaining Agreement will receive retroactive wage increases from the first Pay Period of January 2023.

Staff who have completed two (2) years of consecutive full-time employment prior to the date of the agreement, will be provided a one-time bonus of \$1,500 upon execution of the contract.

The retroactive and bonus (if eligible) check will be an off-cycle check, received no later than two (2) pay periods after the date of ratification.

ARTICLE 46: Wages

1. New Bargaining Unit Employees, at the time of hire, will normally be hired at the beginning of the pay range. However, EQCA may hire a new Bargaining Unit Employee within the range when expertise/years of experience/degree determines it to be appropriate to do so.
 - a. Expertise: Recognizing that new Bargaining Unit Employees may come to EQCA with a special/specific set of skills or content area knowledge, EQCA may place new employees at a higher rate on the schedule if EQCA determines it is warranted.
 - b. Years of experience: Past history of work in any position with similar job duties/functions.
 - c. Degree: Masters Degree(s) may automatically count for two (2) years of experience. Law/Clinical/Education or other step locked Doctorate Degrees may count for up to three (3) years of experience. PhD degrees may count for up to four (4) years of experience as well as expertise, when the topic is applicable to the position being hired for.
2. Appropriate changes in wages will be made with respect to any Bargaining Unit Employee who accepts a higher paying position from one position to another in accordance with the table below:
 - a. Nothing in Section 2 is to be construed as restricting EQCA's right to place temporarily disabled employees on jobs which they can handle during their temporary disability.
3. The minimum wage under the pay range will be the prevailing minimum for each employment tier as established in the table below. Annual contractual wage increases and minimums will be effective on January 1st each year.
4. In the event that a Bargaining Unit Employee accepts a position to a lower-paying schedule for any reason, they will be pay-protected for one (1) year at their former rate of pay.
5. By mutual agreement, EQCA may increase, during the term of this Collective Bargaining Agreement, salary rates or ranges.
6. Bargaining Unit Employees hired prior to ratification of this Collective Bargaining Agreement will be given a 6% pay increase, then have their wages increased to meet the minimum starting wage for each employment tier.

7. Bargaining Unit Employees shall receive a \$1,500 bonus on every second anniversary date of employment in recognition of years of service. Bonuses will begin at the time of ratification and will be paid out in the pay period following the anniversary date.
8. No Bargaining Unit Employee will suffer any loss of wages due to implementation of the wage ranges at the time of ratification, including those whose earnings are above the ranges for each position as a result of any provisions within this Agreement.
9. Bargaining Unit Employees who are employed on a part-time basis, who would be in an exempt position if full-time, shall be paid a rate of pay which is the hourly equivalent of the salary that is reflected in the table below, which shall be determined by dividing the applicable salary rate by 2080.
10. Bargaining Unit Employees shall be paid wages as follows:

Associates/Organizers					
		1/1/23	1/1/24	1/1/25	1/1/26
Associates/ Organizers	Range	\$28.13	\$29.25	\$30.42	\$31.64
		\$33.65	\$35.00	\$36.40	\$37.86
Senior Associates	Range	\$29.95	\$31.15	\$32.40	\$33.69
		\$35.84	\$37.28	\$38.77	\$40.32

Managers				
	1/1/23	1/1/24	1/1/25	1/1/26
Range	\$67,275.00	\$69,966.00	\$72,764.64	\$75,675.23
	\$80,500.00	\$83,720.00	\$87,068.80	\$90,551.55

Associate Directors/Deputy Directors				
	1/1/23	1/1/24	1/1/25	1/1/26
Range	\$77,366.25	\$80,460.90	\$83,679.90	\$87,026.51
	\$92,575.00	\$96,278.00	\$100,129.12	\$104,134.28

- a. All Bargaining Unit Employees will receive a 4% annual contractual wage increase effective January 1st of each year. All Bargaining Unit Employees will be brought

up to the minimum wage established in this contract should they not reach that minimum after the annual increase.

- b. Promotions to a “senior” title will come with an 6.5% contractual increase in wages. All Bargaining Unit Employees being promoted to senior associate/organizer will be brought up to the minimum wage established in this contract should they not reach that minimum after their promotion increase.
 - c. Promotion from Associate to Manager or Manager to Associate/Deputy Director will come with a 15% contractual increase in wages. All Bargaining Unit Employees will be brought up to the minimum wage established in this contract should they not reach that minimum after their promotion increase.
11. To the extent the minimum hourly rate required by the applicable state, local or federal law for Associates/Organizers, is higher than the rate stated, the employee shall be paid the minimum legally required hourly rate. To the extent the minimum salary required by applicable state, local or federal law required for a Manager or Associate Director to be exempt is higher than the rate stated, the employee shall be paid the minimum legally required salary rate to qualify as exempt under applicable law.

ARTICLE 47: Severance Pay

1. Bargaining Unit Employees who leave EQCA for the following reasons shall be paid a severance allowance:
 - a. Those who are laid off.
 - b. Those who become permanently disabled and can no longer work.
2. Bargaining Unit Employees who are hired for a predetermined length of time will not be eligible for severance.
3. Severance payout is as follows:
 - a. Bargaining Unit Employees who have been employed for more than three (3) months, but less than two (2) years will receive severance pay equal to two (2) weeks' pay.
 - b. A separated employee who has completed two (2) years shall receive severance pay equal to one (1) week's pay for every full year of service, up to a maximum of ten (10) weeks' base pay.
 - c. For a salaried employee, base pay shall be the employee's salary calculated weekly and for an hourly employee, base pay shall be the employee's hourly rate for a forty (40) hour work week.
 - d. Each Bargaining Unit Employee has the option to choose severance pay in a lump sum or to continue to be paid for such time as an employee, and, therefore, continue to be included in health, dental, and vision insurance coverage.