

COLLECTIVE BARGAINING AGREEMENT BETWEEN COMMUNICATION
WORKERS OF AMERICA AND TEXAS CAMPAIGN FOR THE ENVIRONMENT FUND
As of July 1, 2024

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Recognition (OP 1)

Section 1: Recognition

Texas Campaign for the Environment Fund, herein called the Organization, recognizes the Communications Workers of America (CWA), AFL-CIO, as the *exclusive* bargaining agent with respect to wages, hours of employment, or other conditions of employment for all employees in the collective bargaining unit as described in Section 2, in accordance with the fully executed Neutrality Agreement between Communications Workers of America and Texas Campaign for the Environment/Texas Campaign for the Environment Fund on March 17, 2023. While the Organization is obligated to providing funding to Texas Campaign for the Environment (“TCE”) and to contractually bind TCE to provide wages and benefits when the Organization’s bargaining unit employees are temporarily employed by TCE from time to time on terms provided in this Agreement, no separate collective bargaining agreement between TCE and the Union for such employees shall be further negotiated or reduced to final agreement.

Section 2: Collective Bargaining Unit

The bargaining unit (“**CBU**”) shall consist of: All Organization employees, regardless of geographic location or worksite, excluding confidential employees with regular access to confidential labor relations information, and supervisors/managers who regularly have the bona fide authority to hire, discipline, and lay off employees, or effectively recommend such action using their independent judgment. The CBU will also exclude temporary employees working up to 90 days. If the Organization creates a new position that the Union believes should be in the bargaining unit, the Organization will meet with the Union concerning inclusion of the position in the unit.

As of the date of recognition, the parties agreed that individuals holding the following Organization positions were excluded from the above-described CBU based on their managerial, supervisory, and/or confidential status:

- Executive Director
- Director of Administration
- Development Director
- Deputy Director
- Senior Campaign Strategy Director

Overall Labor-Management Provisions (OP 8)

Purpose

It is the intent and purpose of the parties involved that this Agreement shall promote and improve the relationships between the organization and union and to set rates of pay, hours of work, and other conditions of employment to be observed by all the parties. To that end, the parties recognize that the Organization’s main objectives are to foster its mission to "engage people and communities through public education, grassroots organizing and action-oriented research for a cleaner and healthier Texas." Accordingly,

the organization and the union parties acknowledge and agree that it is vital to the organization's success that the employees covered by this Agreement at all times deliver a premier level of service consistent with the organization's reputation and stated values of intentionality, respect, justice, teamwork and vision.

Commitment to Union Labor

The Organization has a strong commitment to organized labor and the collective bargaining process. Hence, the Organization will endeavor to give preference to unionized or worker cooperative contractors/vendors where feasible, provided such commitment is not otherwise in conflict with applicable federal labor law.

Labor-Management Committee

The union and the organization will establish a Labor-Management Committee to discuss areas of concern for either party. It is not the intention of the parties to renegotiate the terms of this Agreement, but rather an opportunity for the parties to address unrelated concerns. The committee will consist of 2 union and 2 organization members. The committee will meet no less than twice per year, unless mutually agreed upon otherwise. The meeting will not exceed two (2) hours. Each party may propose items for the meeting agenda and the meeting will be co-facilitated by the union and the organization. The purpose of the meeting is to facilitate a discussion between the union and the organization. Each party shall in good faith consider the other's presentation in Committee meetings, but neither is obligated to agree to any particular course of action. Following the Labor Management Committee Meeting, the organization will provide a written response to any pending agenda items within 20 business days. Any member of the Organization's non-CBU staff may participate in the meeting.

Management Rights

The Organization's management shall remain vested with full and exclusive control and direction of the management and operation of the bargaining unit employees and shall continue to possess all of the rights, powers, privileges, and authority of management it had prior to execution of this Agreement and nothing in this Agreement shall be construed to limit the management in any way in the exercise of the regular and customary functions of management and the operation of its work, except as specifically relinquished or modified by an express provision of this Agreement. By way of illustration, and not by limitation, the management retains the sole right:

1. To direct the work force and to determine the policies and methods of operating its work, except as expressly limited by the specific provisions of this Agreement;
2. To decide the number and type of, equipment, materials, products, and supplies to be used or operated;
3. To decide the amount of supervision and direction of the working force;
4. To be the sole and final judge of the qualifications of all applicants, with the absolute right to select and determine the employees it will hire, with the exception of temporary workers who are hired for less than three months which the organization may delegate to members of the Union;

5. To determine staffing levels and to expand, reduce, alter, combine, transfer, assign or cease any job;
6. To introduce new, different, or improved methods and procedures in its operations, and to otherwise generally manage the work of the organization;
7. To amend its personnel policies so long as any such amendment is not inconsistent with any provision of the Agreement and the Organization provides such notice to the Union at least 30 days prior to enacting or enforcing any amendment.

Scope of Agreement

1. This Agreement shall be effective as of July 1, 2024 (the “**Effective Date**”) and shall remain in full force and effect until June 30, 2027.
2. When this Agreement expires without a new contract being signed, it shall be automatically renewed for another year, unless either party provides the other written notice not less than 90 days before the expiration of an intention not to renew this Agreement without amendment.
3. If any provision of this Agreement is found to be illegal or in violation of any law, that shall not invalidate any other portion of this Agreement nor relieve the Organization or the Union from their obligations and liabilities under the Agreement and the remainder of the Agreement shall continue in full force. In the event any provision of this Agreement is ruled illegal, the Organization and the Union agree to promptly meet in order to negotiate and attempt agreement on the terms of a substitute lawful provision.
4. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreement arrived at by the parties after lengthy discussions and exercise of those rights and opportunities are set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Organization and the Union and may be changed only in accordance with the provisions set forth in the Agreement, or by mutual agreement of the parties reduced to writing and signed by them.
5. The Organization and the Union for the life of this Agreement, voluntarily and unqualifiedly, waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement even though the subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
6. No one or more provisions of this Agreement may be interpreted to deny to the Organization the right to do anything not forbidden by the Agreement.

Health Cost Containment Committee

The Union wishes to create a Healthcare Cost Containment Committee to address finding more affordable options and other cost savings items that could improve the

current benefits. The goal is to secure a usable healthcare plan that includes better coverage than a “high deductible plan.” A minimum standard would include plans that have a co-pay rather than “high deductible.” The committee will meet no less than twice per year, unless mutually agreed upon otherwise. The meeting will not exceed two (2) hours. The committee will consist of 2 union and 2 organization members.

Seniority (UP3)

Computation of Seniority

Total Organization seniority for any employee shall be determined from the date of last employment or adjusted date of employment whichever applies.

A. Tie Breaker - When employees have the same date of employment, the Organization will use a common method for determining seniority. The last four digits of the social security number will be used to break the tie in the date of last employment or adjusted date of employment, with the highest of the last four digits being the most senior.

Application of Seniority

Seniority shall be one of the deciding factors insofar as the ability of the employee and the conditions of the organization will permit in matters affecting assignment of working hours, vacations, voluntary and involuntary transfer, promotions, newly created jobs, requests for transfers to other jobs, layoffs, and rehiring after layoffs.

Employee Status

A. Regular Full-Time Employee - A person who is hired for continuous employment, working thirty-two hours or more hours per week and has successfully completed a ninety (90) day probationary period.

B. Probationary Employee - A person who is hired for continuous employment but has not completed a ninety (90) day uninterrupted probationary period. The employee is subject to termination for failure to meet Organization standards of employment unless an additional extension is granted for specific reasons. Such termination is not subject to grievance and arbitration procedures.

C. Part-Time Employee - A person who is normally scheduled less than thirty-two (32) hours a week.

Nondiscrimination (UP 8)

The Organization and the Union mutually agree not to discriminate in any way against any employee because of religion, race, color, gender, sexual orientation, gender identity or expression, national origin, marital status, citizenship, age, veteran status, or record of arrest/conviction. People with physical or mental disabilities will be afforded all reasonable accommodations to perform bona fide job requirements.

Wage Tables (OP 2)

Hourly					Yearly				
Organizer / Associate					Organizer / Associate				
	Current	Effective Date	Year 2	Year 3		Current	Effective Date	Year 2	Year 3
Start - level 1	\$15.00	\$19.56	\$20.25	\$20.95	Start - level 1	\$31,200	\$40,688	\$42,112	\$43,586
12 mo - level 2		\$20.15	\$20.85	\$21.58	12 mo - level 2		\$41,909	\$43,375	\$44,893
24 mo - level 3		\$20.75	\$21.48	\$22.23	24 mo - level 3		\$43,166	\$44,677	\$46,240
Lead Organizer / Specialist					Lead Organizer / Specialist				
	Current	Effective Date	Year 2	Year 3		Current	Effective Date	Year 2	Year 3
Start - level 1	\$20.74	\$23.23	\$24.04	\$24.88	Start - level 1	\$43,139	\$48,309	\$50,000	\$51,750
12 mo - level 2	\$21.58	\$23.92	\$24.76	\$25.63	12 mo - level 2	\$44,886	\$49,758	\$51,500	\$53,302
24 mo - level 3	\$22.59	\$24.64	\$25.50	\$26.39	24 mo - level 3	\$46,987	\$51,251	\$53,045	\$54,901
36 mo - level 4		\$25.38	\$26.27	\$27.19	36 mo - level 4		\$52,788	\$54,636	\$56,548
48 mo - level 5		\$26.14	\$27.06	\$28.00	48 mo - level 5		\$54,372	\$56,275	\$58,245
Coordinator					Coordinator				
	Current	Effective Date	Year 2	Year 3		Current	Effective Date	Year 2	Year 3
Start - level 1	\$25.44	\$28.00	\$28.98	\$29.99	Start - level 1	\$52,915	\$58,233	\$60,271	\$62,381
12 mo - level 2	\$25.96	\$28.84	\$29.85	\$30.89	12 mo - level 2	\$53,997	\$59,980	\$62,080	\$64,252
24 mo - level 3		\$29.70	\$30.74	\$31.82	24 mo - level 3		\$61,780	\$63,942	\$66,180
36 mo - level 4		\$30.59	\$31.66	\$32.77	36 mo - level 4		\$63,633	\$65,860	\$68,165
48 mo - level 5	\$31.73	\$31.51	\$32.61	\$33.75	48 mo - level 5	\$65,998	\$65,542	\$67,836	\$70,210

Years 2 and 3 three wages shall commence on July 1st of 2025 and 2026, respectively.

Retroactive Wages (UP 22)

Increases in wages in effect at the commencement of this Agreement will be backdated to January 1, 2024 with the gross amount of the applicable increase in wages, subject to applicable payroll taxes and income tax withholding paid within 30 days of the first regular pay day after the commencement of this Agreement.

Per Diem (UP 21)

Per diem are paid for overnight travel that is 45 miles or more from the traveler's home or primary worksite, this includes all out-of-state travel.

* The Organization's per diem rates are based on the U.S. General Services Administration Guideline (<https://www.gsa.gov/travel/plan-book/per-diem-rates>), which vary by city location. In addition to meals, these rates include incidental expenses such as laundry, dry cleaning, and service tips (e.g. housekeeping or porter tips). Incidental expenses unless specifically cited in this policy, will not be reimbursed.

* Per diem paid are based on departure and return times over the entire 24-hour day and are prorated accordingly.

* If a free meal is served on the plane, included in a conference registration fee, built in to the standard, single hotel room rate or replaced by a legitimate business meal, the per diem allowance for that meal may not be claimed.

* Per diem allowances are generally reimbursed after the trip is completed. However supervisors may choose to pay per diem allowances in advance of a trip. In those cases, if a free meal is served on the plane, included in a conference registration fee, built in to the standard single hotel room rate or placed by a legitimate business meal, the per diem allowance for that meal may not be used. Any unused portion of the per diem allowance will be returned to the Organization by the employee upon completion of the trip.

* Receipts are not required for per diem allowances.

Severance (UP 20)

The organization retains the right to determine staffing levels and to expand, reduce, alter, combine, transfer, assign or cease any job. In the event that layoffs/eliminations of positions are determined to be necessary due to lack of funding, workforce reduction, or other reasons not related to performance, the Organization will provide the following severance payments:

* An employee will receive a minimum of six weeks salary as a severance payment, plus one week of salary as severance for each year of service in excess of two years, prorated at six-month intervals, up to a maximum total of 16 weeks salary.

* The Organization will also be responsible for the employee's health/dental coverage (under COBRA or the Organization's existing health insurance plan) for three months after the date of layoff.

* The calculation of severance includes the 90-day probationary period. However, employees who are still within their 90-day probationary period are not eligible for severance.

* The Organization will give all affected employees information on the severance package that they will receive and inform them of the process for applying for continuing healthcare coverage.

* The Organization will allow employees who have received a layoff notice to devote five hours each work week, during the last 30 days of employment, to the search for new employment.

Holidays (UP 4)

The following days shall be considered holidays:

1. Martin Luther King Day
2. Memorial Day
3. Juneteenth
4. Summer Break to include Independence Day (4th of July) totaling five (5) consecutive work days; exact dates to be determined annually by the Organization.
5. American Labor Day
6. Thanksgiving Day
7. Day following Thanksgiving (Black Friday)
8. Winter Break to include Christmas Eve through New Year's Day totaling seven (7) consecutive days (including weekends); exact dates to be determined annually by the Organization.

In addition, three (3) Spiritual Significance Days of the employee's choosing, with prior notice to and approval of employee's supervisor.

Paid Time Off, Sick Time and Sharing Bank (UP 5)

Paid Time Off (PTO) may be used for any purpose, subject to the notification and approval requirements set forth herein. Sick days may be used for personal illness, family illness, doctor appointments that last for 4 hours or longer, or other medically related treatments for the employee or the employee's family. PTO and Sick days are accumulated on a proportional basis relative to duration of employment based on the schedule below. It is accrued every two weeks, along the payroll cycle. If requesting two or more consecutive days of PTO (i.e. for planned vacation purposes), the request must be submitted no fewer than two weeks in advance. Requests are approved at the discretion of direct supervisors.

Accumulated PTO and Sick time rolls over into subsequent years subject to the total cap of 25 PTO days and 7 Sick days per year. No employee will have more than 25 days PTO or 7 Sick days accrued at any time. If any employee who has completed their initial 90 day probationary period provides two weeks' notice before separation, the Organization will pay up to 15 days (120 hours) of accrued unused PTO upon end of employment. No accrued unused Sick days will be paid upon the end of employment.

PTO (Vacation)	Year 1-4	Year 5-9	Year 10-14	Year 15+
Full-time	15 days	18 days	21 days	25 days
Part-time	10 days	12 days	15 days	18 days
Sick days	Year 1-4	Year 5-9	Year 10-14	Year 15+
Full-time	4 days	5 days	6 days	7 days
Part-time	3 days	4 days	4 days	5 days

PTO and/or Sick Sharing Bank Policy

Texas Campaign for the Environment Fund recognizes that employees may have a family medical emergency or be affected by a major disaster, resulting in the need for additional time off in excess of their available PTO and/or Sick days. To address this need, all eligible employees will be allowed to donate accrued paid time off hours from their unused balance to a PTO and/or Sick Sharing Bank to be used by co-workers in need of additional paid time off, in accordance with the policy outlined below. This policy is strictly voluntary.

In order to be eligible to draw from the Sharing Bank each employee who wishes to participate in the PTO and/or Sick Sharing Bank shall donate a minimum of one day each year and a maximum of 5 days. Employees will notify the Administrative Director in June or December or within 10 working days of hire, if not within June or December of their intention to participate. Donated hours will remain in the balance of the Sharing Bank for use by other employees. The Organization will also donate 5 days to the Sharing Bank each year. Hours which are not withdrawn from the Sharing Bank shall expire one year from the date on which they were deposited.

Any employee who has contributed to the Sharing Bank within the last 12 months is eligible to withdraw up to 15 days from the bank each calendar year. Employees must use their allotted sick time prior to being able to use hours acquired from the bank. Employees who would like to request donated time must do so in writing, by requesting it from the Director of Administration, who will verify the eligibility of the requestor. The Sharing Bank shall be administered by a committee that will include union and management members.

Donating Time to the Sharing Bank

- * The donated PTO and/or Sick days will be converted to dollars by multiplying the number of hours donated by the donor's hourly base pay rate at the time of processing. The resulting amount, less mandatory withholding (specified below), will be deposited into the PTO and/or Sick sharing bank.
- * Employees cannot borrow against future PTO and/or Sick time to donate.
- * Employees who are currently on an approved leave of absence cannot donate PTO and/or Sick time.

Requesting Time from the Sharing Bank

- * The donations processed for a recipient each pay period shall be limited to the amount equal to that individual's regular gross earnings per pay period (i.e., their current hourly base rate multiplied by their scheduled hours of work per pay period).
- * The IRS has ruled that these payments are to be considered wages, and therefore taxable income to the recipient. As a result, the payments will be included in the annual Form W-2 prepared for the recipient and State and Federal income tax and FICA/Medicare tax and Supplemental Retirement contributions depending on the eligibility of the recipient, will be withheld at the time of payment. The IRS has also ruled that the donating employee realizes no income and incurs no tax-deductible expense or loss, either upon donation or payment to the recipient.
- * There is no guarantee the full request will be filled as the hours received is directly based on the current value in the Sharing bank.
- * Nothing in this policy will be construed to limit or extend the maximum allowable absence under the Family and Medical Leave Act.

Flex Time (UP 19)

Flex time is offered to employees to compensate for time worked on the weekend or morning or evening hours that differ from the standard operating hours. Flex time requests exceeding 4 hours should be initiated, requested and tracked through TCE Fund's payroll system as a Time Off request, under the Flex time option and include three (3) different options. The request of flex time by the employee in the organization's payroll system is trackable and will act as the flex time bank for the employee and organization. Flex time requests will be reviewed for approval by the employee's immediate supervisor, or in the case of Field Organizer by the Regional Coordinator. Supervisors will approve flex time on a case-by-case basis. The supervisor will approve or deny the flex time request based on multiple considerations, including staffing needs. Approvals and agreements shall be time-specific with a date for review and reconsideration. After receiving approval, the employee agrees to publish their flex time

request to the organization's shared Google calendar. No member of the CBU shall be required or permitted to work more than 1,040 hours in any 26 consecutive week period. In order to ensure that no employee exceeds such number of hours worked, the Organization may require the use of accrued Flex time. When use of Flex time is required to comply with such restriction on total hours worked, the Organization will reasonably cooperate with the affected employee to provide advance notice of required use of Flex time and scheduling the use.

Bereavement Leave (UP 11)

After (3) months, all full-time employees are eligible for Bereavement Leave. An employee will be allowed six (6) work days with pay, at the employee's regular base rate, to attend the funeral of an extended family member. Additional unpaid time off may be granted depending on specific circumstances (i.e. distance to be traveled, employee's level of responsibility in handling services and /or estate of decedent, etc.).

Definition of family. Note that the Organization, as a progressive organization, holds a broad definition of "family"; extended family member can be defined as a spouse or domestic partner, child, parent or step-parent, household member, sibling, relatives-in-law, or an individual related by blood or affinity who stood *in loco parentis* to the employee when they were a minor, as well as "chosen family," defined as any other individual related by blood or affinity whose close association is the equivalent of a family relationship.

Union Business (UP2)

Upon request of the Union, in writing, the Organization may grant a leave of absence to not more than a total of 25% of total organizational CBU employees, nor more than one (1) employee from any one department at any one time, to attend to union business. No employee will be granted leave for more than twenty (20) days per year except for the one elected local Union representative which will be granted forty (40) days. All such union business leave shall be with the permission of the relevant supervisor. However, if conditions permit as determined by the Organization, additional time off and an additional number of employees may be allowed such leave of absence. This leave shall be without pay but considered as time worked for the purpose of determining seniority, wage increases, and other benefits.

Jury Duty (UP 6)

A full-time employee who fails to work their regularly scheduled hours because of jury duty shall receive eight (8) hours pay at their regular basic straight time rate. The employee must give at least forty-eight (48) hours' notice to their supervisor of required jury duty service to be eligible for jury duty pay.

Witness Subpoena (UP 7)

Any full-time employee who receives a subpoena to serve as a witness in a proceeding shall receive their basic straight time rate of pay for all normally scheduled hours missed. However, an employee is expected to report to work within (2) hours after dismissal from serving as a witness, provided they are not required to report to the afternoon session.

Bulletin Boards (UP 14)

The number of approved Union bulletin boards on Organization premises may be adjusted by mutual agreement of the Organization and a Local Union Officer. The Organization will notify the Local Union Officer prior to relocating any Union bulletin board. The Organization will provide Union bulletin boards for each physical office, with size no less than 2' x 3' and appearance agreed upon by both the Organization and the Union. The Union agrees to posting only non-controversial Union approved notices specifically dealing with Organization/Union issues.

Dues Deduction (UP 16)

Subject to the provision of this Article and the provisions of the written authorizations herein referred to, the Organization agrees to make collections every two weeks of regular Union dues through payroll deduction from an employee's pay upon receipt of a written authorization complete in all details on the Payroll Allotment Authorization for Union Dues form signed by the individual employee and delivered by the Union to the Organization. The Organization also agrees to remit the amounts so deducted to the order of Treasurer of Communications Workers of America, and to forward one (1) electronic file per Payroll Office to CWA Headquarters in Washington, D.C., containing dues remittance data for all regular and temporary bargained-for employees monthly. The electronic file and one (1) check per file, will be forwarded by the fifth (5th) work day of the month following the month in which the deductions were made. Any manual corrections necessary to bring the file totals into balance with the remittance check will also be forwarded at that time. The Organization shall not be required to fill special requests for employee data on a local basis.

Any authorization of dues deduction shall not be subject to revocation, except that an employee may revoke the authorization during the period beginning fourteen (14) days prior to each anniversary date of the current Collective Bargaining Agreements. These periods are **XXX** all dates inclusive. Revocation of dues must be accomplished as follows:

1. Each employee who desires to revoke their dues deduction authorization must advise the Administrative Director by an individually-signed letter. There shall be only one (1) letter per envelope.

2. The letter to the Payroll Office must be sent by Registered or Certified Mail.
3. Each such letter not postmarked within the specified time limits and in accordance with the above procedure will be considered void and the employee will be so advised by the Organization.
4. The Organization will send copies of the letters and associated envelopes to the District Headquarters of the Union:

1027 N. St. Mary's
San Antonio TX 78251
5. The Organization shall not be required to deduct or remit any such amount or amounts where it has received notice of the claim of any employees from whom dues deductions are being made that such amount or amounts are being deducted from such employee's pay without proper authority.

The Organization shall bear the full cost of its undertaking hereinabove set forth except that the Union agrees to print at the Union's expense the dues deduction authorization cards in a form and according to specifications approved by the Organization and the Union.

The application of provisions of this Article shall continue so long as permitted by law.

Grievance Procedure (UP 9)

Union's Right to Grieve

- A. The Union has a right to submit a grievance on behalf of an employee or group of employees involving an alleged violation(s) of the terms of this agreement.
- B. Employees of the Organization, including the aggrieved employee(s) and the employees(s)' representative designated by the Union, shall suffer no loss in pay for time consumed in traveling to and from grievance meetings and shall not be more than three (3) paid employees at any level of the grievance procedure.
- C. The time spent at any level of the grievance shall be considered as time worked for the purposes of determining seniority, wage increases, overtime and any other benefits.

Procedure

A grievance, for the purpose of this contract, is defined as a dispute between the Organization and the Union involving the interpretation, application, alleged violation(s) or a complaint by an employee or a group of employees alleging that they have been treated in a manner inconsistent with the terms of this agreement.

A formal grievance must be submitted in writing to the Director of Administration within forty (40) calendar days of the occurrence. The grievance must state the clause(s) of

the agreement alleged to have been violated. If the grievance is not submitted within forty (40) calendar days of the occurrence, the grievance cannot be presented at any future date unless agreed to by the Organization.

First Step

Upon receipt of the grievance, the Director of Administration shall acknowledge receipt of the grievance in writing by requesting a meeting within forty-five (45) calendar days at a mutually agreed upon time and location with each party giving due consideration to the convenience of the other. The Director of Administration will respond with a written decision within fourteen (14) calendar days of the conclusion of the grievance meeting(s). If the grievance is denied, the written decision will outline the reason for the denial.

Second Step

If the grievant(s) is/are still dissatisfied, the Union may appeal the decision reached at the First Step to the Executive Director within sixty (60) calendar days of receiving the written decision from the Director of Administration. If the appeal is not submitted within sixty (60) calendar days of the Director of Administration's written decision, the grievance will be considered closed.

The Executive Director, or their appointed designee, shall meet with the Union's designee at a mutually agreed upon time and location with each party giving due consideration to the convenience of the other. The Executive Director, or their appointed designee, will respond with a written decision within ten (10) calendar days of the conclusion of the grievance meeting. If the grievance is denied, the written decision will outline the reason for the denial.

If the grievance is denied at Step 2, it is agreed that the Mediation Procedure may be invoked by the Union to address the clause(s) of the agreement alleged to have been violated, and the alleged violation(s).

When a grievance has been submitted by the Union on behalf of the employee(s) and received by the Organization, the Organization shall not attempt to adjust the grievance with the employee(s) involved without offering a Union representative to be present.

Mediation (UP 10)

Section 1

If, during the term of the Agreement between the Organization and the Union, and subsequent agreements, which by specific reference therein are made subject to this Article, a difference shall occur between the Union and the Organization, and continue after all steps in the "Formal Grievance" procedure have been undertaken and upon completion, regarding:

1. The true intent and meaning of any specific provision or provisions thereof (except as such provision or provisions relate, either specifically or by effect, to prospective

modification or amendments of such agreement),

2. The application of any provision or provisions thereof to any employee or group of employees, and grievances arising from such application, or
3. The dismissal for just cause of any employee with more than one (1) complete year of full-time service or the equivalent part-time service, or
4. The disciplinary suspension for just cause of any employee, or
5. The demotion of any employee with more than one (1) year of complete full-time service or the equivalent part-time service,

Then in any such event, either the Union or the Organization may submit the issue of any such matter to mediation for a final decision in accordance with the procedure hereinafter set forth, or where applicable, in accordance with this Agreement.

Section 2

In the event that either party hereto, within sixty (60) days after completion of the Formal Grievance procedure aforesaid, elects to submit a matter described in the preceding to mediation, the parties agree that the matter shall be so submitted and agree that such submission shall be to one (1) mediator. Upon agreement to enter mediation, the parties agree to use a free Federal Mediation and Conciliation Services (FMCS) mediator. If the FMCS free mediation program is no longer available, the parties may use any other mutually agreed upon mediator. The parties shall endeavor in each instance within a three(3)-week period to agree upon the mediator, but if unable to agree, the mediator shall be designated by the American Arbitration Association upon the written request of either party. In either such event, the mediation shall be conducted under the then obtaining rules of the Voluntary Labor Arbitration Tribunal of the American Arbitration Association. Each party shall pay for the time consumed by and expenses of its representatives, and shall be equally responsible for the fees of the American Arbitration Association, the compensation, if any, of the mediator, and any such general administrative expense that may occur.

After an election to mediate, if within one hundred and fifty (150) days following completion of the "Formal Grievance" procedure no mediator has been agreed upon and no written request has been made upon the American Arbitration Association to designate a mediator, then no such matter shall continue to be mediatable.

Section 3

The mediator shall be confined to the subjects submitted for decision, and may in no event, as a part of any such decision, impose upon either party any obligation to mediate on any subjects which have not herein been agreed upon as subjects for mediation; nor may the mediator, as a part of any such decision, effect reformation of the contract, or of any of the provisions thereof.

Section 4

All parties agree to be bound and to abide by the mediated mutually acceptable resolution of the grievance. If the parties are unable to reach a resolution through mediation, the grievance may be moved to arbitration, following the aforementioned steps, for arbitration rather than mediation. The decision of any arbitrator, selected in accordance with Section 2 hereof, shall be final, and the parties agree to be bound and to abide by such decision.

Section 5

If and when notice of termination of this Agreement is given, as provided in the Duration Article hereof, any existing dispute described in Section 1 hereof, as an appropriate subject for mediation, which is in the process of Formal Grievance negotiation of record before the service of such notice of termination, or if such an existing dispute appropriate under Section 1 hereof, shall become a matter of record in the process of Formal Grievance negotiation in the manner and within the time limit prescribed in the Formal Grievances, then in either such event, any such matter may be carried to a conclusion under this Article without regard to the termination of this Agreement.

Strikes and Lockouts (UP 12)

There shall be no strikes, slowdowns, nor stoppages of work by the Union or its members nor lockouts by the Organization as long as the Agreement is in effect.

TCE Assignments

The Organization may from time-to-time provide time off for employees to accept a temporary assignment with Texas Campaign for the Environment pursuant to an agreement between the Organization and TCE that provides that: (i) as a condition to such temporary assignment, the Organization will require payment by TCE to the Organization of all amounts necessary to cover an affected employee's wage rate, cost of benefits (including benefit accruals) and holidays and other paid leave on terms provided in this Agreement as if such temporary employment with TCE had been continuous employment with the Organization, together with applicable payroll taxes; (ii) the Organization shall pay to the affected employee wages and benefits, (including the accrual of benefits) as earned on terms provided in this Agreement as if all time worked for TCE had been worked for the Organization; and (iii) the employee shall be entitled to use of accrued time off, holidays, and time off for Union business while employed by TCE on terms provided in this Agreement as if the period of time employed by TCE had been time employed by the Organization, all with the effect that wages and benefits (including accruals) to which the employee is entitled pursuant to this Agreement are not negatively impacted on account of temporary employment with TCE.

Executed to be effective as of July 1, 2024.

Texas Campaign for the Environment Fund, a Texas non-profit corporation

By: _____

Its: _____

Communications Workers of America (CWA), AFL-CIO

By: _____

Its: _____