

NATIONAL FRAMEWORK AGREEMENT

BETWEEN

INTERNATIONAL RESCUE COMMITTEE, INC

AND

IRC WORKERS UNITE,
OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION,
LOCALS 2, 8, 11, 29, 30, 32, 153, 277, and 2001



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ARTICLE 2: UNION REPRESENTATION AND ACTIVITY (TA)

Section 2.1:

1. The Employer agrees to inform the Union in writing of all newly hired bargaining unit Employees, giving their names, classifications, and home addresses within seven (7) calendar days after they are employed.
2. The Employer shall further send to the Union bargaining unit updates monthly with a list of (i) Employees (including new hires) together with their mailing and home addresses, contact information (personal phone and email addresses, if available), hire dates, job titles, departments, self-identified demographic data, and pay rates, (ii) Employee separations, and (iii) Employee promotions, transfers, demotions, and leaves of absence.

Section 2.2: The Employer agrees to inform all newly hired Employees in the bargaining unit that their job is represented by the **OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL _____, AFL-CIO**, and Employees may create and use a Box folder (or other mutually agreed upon cloud-based storage system) to store a digital copy of this Agreement accessible to all Facility employees through IRC computing equipment.

Section 2.3: Within four (4) weeks following receipt of the monthly list identified in Section 2.1.2 above, the Employer will allow all new Employees identified on such list (including new re-hires who have not been employed with the organization in the last six (6) months) the opportunity to meet together in one group, during the calendar month following the Union's receipt of the list, with the Union and/or Steward for up to one (1) hour while on the clock, but will not require any Employee to do so. Such meeting shall be at a time mutually convenient for the Union and the Employer.

Section 2.4: An authorized Union representative shall be permitted upon 48 written notice (inclusive of email) to the Program Office's Executive Director and HR Manager, to visit the Employer's premises at reasonable times and for a reasonable duration to administer this Agreement. In exceptional circumstances (e.g., staff off-sites, donor events), IRC may delay a request to visit its premises until the next immediately available time, unless the Union can demonstrate an exigent need for immediate entry. The Union representative shall follow any/all visitor sign-in/entry protocols, generally conduct their business only in conference rooms designated for their visit unless there is a need to investigate other areas of the facility in connection with such investigation, and not disrupt Employees during their working hours. Access lasting more than two (2) hours shall not generally be considered reasonable, nor shall more than one (1) visit to the Employer's facility per month, excluding for the purpose of adjusting grievances and exigent circumstances (e.g., health/safety concern, etc.). Requests for additional time or visits shall not be unreasonably refused. A Steward shall coordinate the visit in accordance with the terms herein.

Section 2.5: The Union shall furnish the Employer with a list of names and titles of local union representatives, stewards, and designated stewards.

Section 2.6: The Union shall have the right to designate one (1) steward for every twenty (20) Employees in each office. No facility shall have less than two (2) stewards unless otherwise agreed upon by the Employer and the Union. The Employer shall recognize stewards who show authority from the Union as a duly accredited union representative. Stewards' functions shall be limited to the investigation of potential grievances, representing their co-workers in investigatory and grievance meetings, meeting with new hires, attending union contract votes, attending labor-management meetings, and communicating with management on behalf of the Union and, when applicable, members. Prior to engaging in any of the above activities, stewards shall notify their supervisor to ensure that the flow of work is not unduly interrupted. Supervisors may only deny stewards the opportunity to engage in these activities, excluding those related to Weingarten meetings, during working time if it would be unduly disruptive to or delay client or donor requirements. The amount of time spent in the performance of these activities shall not be abused. Stewards are expected to follow the Employer's policy on confidentiality except as necessary for legitimate purposes of performing their duties hereunder. Designated steward(s) will utilize discretion, sensitivity, and reasonable judgment in dealing with confidential information. Notwithstanding the above obligations, nothing in this provision shall be construed to prevent or interfere with Union stewards' rights to engage in protected concerted activities under the NLRA.

Section 2.7: Employees, who are approved by the Union, shall be allowed to post notices of general union activity on a minimum of one (1) Employer-designated bulletin board on each floor of the facility and the Box/other cloud storage application as referenced above.

ARTICLE 3: UNION SECURITY (TA)

The Employer acknowledges that all employees covered under this Agreement shall be required, within thirty (30) days from the execution of this Agreement, and all employees hired subsequent to the effective date of this Agreement shall be required, within thirty (30) days from the date of employment, become and remain members of the Union in good standing, except that this clause shall not require any employee to become and remain a member of the Union if such employee works in a state in which such requirement is unlawful under applicable state law. Eligible employees shall not be barred from joining the Union at any time, nor shall the Employer discourage involvement in the Union.

The Union will indemnify, bear the cost of defense, and hold harmless the Employer with respect to any asserted claim, demand, suit, or liability arising out of this Article.

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ARTICLE 4: CHECK OFF OF DUES (TA)

Section 4.1: For the convenience of the Union and the Employees, the Employer agrees to deduct the regular union dues from the pay of such employees who authorize, in writing, such deductions as provided herein.

Section 4.2: The Employer agrees to collect Union dues (authorized as set forth above in Section 4.1) on a bi-weekly basis (on one designated pay period) through payroll deduction from the Employee's wages or through such other means as the Parties mutually agree, upon receipt of a lawful written authorization signed by the employee and delivered to the Employer.

Section 4.3: Dues or their equivalent deductions (authorized by an Employee as set forth above in Section 4.1) shall be in an amount that the Union provides the Employer in writing as representing the regular membership dues.

Section 4.4: The Employer will remit to the Union on a bi-weekly basis those dues deducted from employees under this Article, along with a list of the names of those employees and the amount of dues deducted. The manner in which the Employer remits dues and provides the information under this Article shall be mutually agreed upon by the Employer and the Union.

Section 4.5: If an Employee authorizes, via a lawful written authorization signed by the Employee and delivered to the Employer, the deduction from their pay of a "Supplemental" amount as a voluntary contribution, the Employer agrees to deduct such Supplemental amount from the Employee's pay and remit such Supplemental amount to the Union on the same bi-weekly basis as for union dues described above.

ARTICLE 5: EMPLOYER HANDBOOK (TA)

All provisions in the Employer's handbook and posted on the Employer's intranet (referred to as "RescueNet") shall remain in full force, and shall continue to apply to Employees to the extent that such provisions do not conflict with explicit provisions of this Agreement (which shall supersede the Employer's handbook and intranet). Nothing in this agreement shall be deemed to negate or reduce the employer's duty to bargain under Section 8(a)(5) of the National Labor Relations Act before changing a term or condition of employment.

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ARTICLE 6: SENIORITY (TA)

Section 6.1: All newly hired Employees shall be considered probationary for a period of ninety (90) calendar days from the date of hire.

Section 6.2: During the probationary period, such Employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. Such employees may be terminated at any time during their probationary period without any recourse whatsoever. After the completion of the probationary period, seniority shall be effective as of the original date of employment.

Section 6.3: Seniority shall mean the length of continuous service within the bargaining unit. For purposes of this Section, if an Employee is recalled from layoff their continuous service prior to layoff shall count toward their Seniority.

Section 6.4: An employee shall lose all seniority rights for any one or more of the following reasons:

1. Voluntary resignation;
2. Discharge for just cause;
3. Failure to respond timely to a return from layoff notice; and
4. Expiration of the recall period (without having been recalled).

ARTICLE 7: MANAGEMENT RIGHTS (TA)

Employer retains, solely and exclusively, all the rights, powers and authority exercised or possessed by it prior to the execution of this Agreement, except as expressly limited, delegated, or deleted by a provision of this Agreement.

Without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by the Employer and not abridged by this Agreement include, but are not limited to, the right to require standards of performance and the maintenance of order and efficiency; to direct employees and determine job assignments; to schedule work; to determine the material and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind and location of facilities; to determine the programs and services that shall be offered and the clients who shall be served; to determine whether the whole or any part of the operation shall continue to operate; to select and hire employees; to promote, demote and transfer employees; to discipline or discharge employees for just cause; to lay off employees for lack of work or other legitimate business reasons; to recall employees; to require reasonable overtime work of employees; to promulgate work rules, regulations and personnel policies; provided that, such rights shall not be exercised so as to violate any of the specific provisions of this Agreement.

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ARTICLE 8: NO STRIKE/NO LOCKOUT (TA)

Section 8.1: During the term of this Agreement:

1. the Employer will not cause or engage in any lockout of its employees; and
2. the Union, its officers, agents, representatives, stewards, members, and all bargaining unit employees (“Employees”) shall not, directly or indirectly, call, engage in, authorize, cause, assist, ratify, encourage, or approve (collectively “Prohibited Conduct”) a strike during the term of this Agreement for any reason or cause whatsoever. Any Employee engaging in activity prohibited by this Article, , shall be subject to discipline up to and including immediate discharge. In the event of a violation of this Article, the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 8.2: It shall not be a violation of this Agreement, and no employee shall be disciplined in any respect for failure to cross or work behind a lawful, primary picket at the Employer’s primary place of business or at any other location where employees covered by this Agreement are required to work. The Employer will not direct or otherwise require employees covered by this Agreement to cross or work behind such a picket line. Notwithstanding the foregoing, Employees shall cross or work behind a lawful, primary picket at any other location if failure to cross the picket line may jeopardize client health or safety.

ARTICLE 9: GRIEVANCE PROCEDURES AND ARBITRATION (TA)

Section 9.1: The term grievance as used in this Agreement shall mean any alleged contract violation or dispute relating to the interpretation or application of its provisions (“Grievance”).

1. A grievance may be filed by an individual, a group of represented employees, or the Union.
2. Grievances will be submitted to the Site Director or their designee, in writing submitted either electronically (with the subject of the email clearly stating “Grievance”) or in person on a written grievance form that is furnished by the Union.

Section 9.2: Grievances shall be presented within fifteen (15) working days of its occurrence or from when the Union or grievant had reasonable knowledge thereof, or such grievance will be deemed waived by the Union. Grievance forms shall be dated, and shall include a short statement of the grievance, the alleged date on which the grievance occurred (if known), and the provision(s) of this Agreement allegedly violated (if applicable).

Section 9.3: In the event of presentation of a grievance, the procedure set forth shall be followed:

Step 1. Informal Level: Before filing a formal written grievance, the potential grievant may initially meet with their immediate supervisor in an attempt to resolve the alleged grievance informally and the parties shall mutually agree if the resolution shall or shall not establish precedent.

Step 2. The grievant and the union representative shall meet with the Executive Director within five (5) working days and take up the grievance. Such company official shall respond in writing to the grievance within ten (10) working days of such meeting. In the event the grievance is not satisfactorily settled (or the meeting does not occur within five (5) working days in the first instance), the Union may move the grievance to Step 3 within ten (10) working days of the Director’s written response (or the failure to meet). The parties shall mutually agree if the resolution shall or shall not establish precedent. If the grievance is filed against a member’s immediate supervisor or manager, it will be filed in Step 3 of the grievance procedure. The withdrawal of a Grievance must be in writing.

Step 3. The union representative and the grievant will meet within ten (10) working days to discuss the grievance with the Regional P&C Director or their designee, and up to one additional Employer representative. Following the meeting, the Employer shall respond to the grievance in writing within ten (10) working days. In the event the grievance is not satisfactorily settled after receipt of such written response, the Union may submit the grievance for arbitration. If a demand for arbitration is not made within a period of twenty-five (25) working days following receipt of the written response, the grievance will be deemed waived. The withdrawal of a Grievance must be in writing.

Step Meetings may occur virtually, in-person, or telephonically, as appropriate.

Section 9.4: Grievances involving discharge shall be initiated at Step 3. Notwithstanding anything herein, the Union shall not initiate or pursue any grievance, arbitration, or other legal action arising out of Article [X] "Union Security," and the Parties agree that an Employee's failure to comply with such Article shall not constitute just cause for discharge.

Section 9.5: All grievances and answers to grievances, as provided herein, must be submitted in writing (whether electronically or in hard copy) to the appropriate parties at each step in the grievance procedure.

Section 9.6: The Parties may select an arbitrator by mutual agreement. Failing to agree to an arbitrator within twenty (20) working days of the grievance being submitted to arbitration shall entitle the Union (Local Union Number) to request that the American Arbitration Association or Federal Mediation and Conciliation Service located nearest to the Facility furnish a list pursuant to its Labor Arbitration Rules of seven (7) names from which the parties shall select an arbitrator using the striking method.

Section 9.7: Hearings of cases submitted to the arbitrator shall be conducted within sixty (60) calendar days from the date of the notification to them of the existence of such cases unless the Employer and the Union agree otherwise; however, if the arbitrator and the parties, acting in good faith, are unable to schedule a hearing within such sixty (60) day period, the arbitrator and the parties shall schedule a hearing as soon as practicable thereafter.

Section 9.8: The arbitrator shall have no authority to add to, subtract from, fail to apply, alter, amend or in any way modify the terms and provisions of the Agreement. An arbitrator may provide for and direct such relief as the arbitrator deems necessary and proper, subject to the limitations set forth herein and any applicable limitation of law. The Arbitrator's decision shall be submitted in writing and shall be final and binding upon both parties.

Section 9.9: The Arbitrator's expenses, including the fees and facility costs, shall be shared equally by both the Employer and the Union. All other expenses that the Parties may incur individually are to be the responsibility of the Party incurring such expense.

Section 9.10: The union representative, witnesses, and grievant(s) (except in the case of a class grievance) shall, upon request with sufficient notice, be permitted time off to attend all arbitration hearings without loss of pay, provided that witnesses shall attend only at time during which they are scheduled to testify and shall work prior to and following their testimony, if practicable.

Section 9.11: All Step meetings set forth in this grievance process will take place during business hours, and all participants will be subject to regular compensation during such meetings.

Section 9.12: The time limits and other procedural requirements set forth in this Article must be strictly adhered to unless mutually extended by the express agreement of the Union and the Employer. Such requests shall be submitted and agreed to in writing. Failure on the part of the Employer to follow the time limits set forth above, shall allow the grievance to proceed to the next “step”. If the Union fails to adhere to the time limits set forth above, the grievance shall be considered resolved; provided, however, that for claims of discrimination and harassment in violation of the Employer’s policies or applicable law, the time limitation for filing a grievance shall be one (1) year.

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ARTICLE 10: LABOR MANAGEMENT COMMITTEE (TA)

Section 10.1: Labor Management Committee

1. A committee comprising three (3) bargaining unit members and an equal number of members of management (with the option of including additional representatives or Union Employees to discuss specific issues) shall convene within sixty (60) days of the ratification of this Agreement.
2. The committee shall meet quarterly, if requested by either party, at a mutually convenient time, to discuss workplace matters with the option to meet sooner in an emergency. The party requesting the meeting shall develop an agenda to be provided one week in advance in the case of a quarterly meeting and two days in advance in the case of an emergency meeting (and the non-requesting party may add items to the agenda as soon as practicable after receipt). Meetings shall last no longer than two (2) hours (unless mutually agreed to by the Parties), and shall be scheduled to occur within two (2) weeks of the request, barring any exigent circumstances.
3. The committee will not engage in collective bargaining.
4. The committee will meet during standard working hours and will suffer no loss of pay.
5. No Employee will be disciplined, discharged, or discriminated against solely for their good faith participation in this committee.

ARTICLE 11: HOURS OF WORK AND OVERTIME (TA)

Section 11.1: Workweek

The ordinary work week shall be 37.5 hours, exclusive of an unpaid lunch break, Monday through Friday. Regular office hours are between 9 a.m. and 5 p.m. There are some positions which due to the nature of the work will require a different start and end day of the work week (e.g. classes taught on Saturdays).

The standard daily work day shall be 9 a.m. to 5 p.m. Monday through Friday. Any temporary modifications to an Employee's schedule not otherwise covered by this article shall only be made with a minimum notice of two weeks or twenty-four hours of the Employer becoming aware of an external and exigent reason to require the change. Employee may request an alternate work schedule, subject to approval by the Employer in its sole discretion, and which may be modified or terminated by the Employer upon reasonable notice (ordinarily not less than 30 days) according to the FlexWorks Policy, including as follows:

Alternate work arrangements, including:

1. Working four days each work week for 10 hours each day (exclusive of the ½ hour lunch break)
2. Working more than the regular number of hours in one day of a work week and reducing the number of work hours in a future day within the same work week (a/k/a "flex time");
3. Alternate daily start/end times;
4. "Hybrid" in-person/remote work, subject to Section 11.2 below.

Section 11.2: Work Schedule

5. Hybrid Work
 - a. An Employee's work assignment may be in-office, remote, or "hybrid" (partially in-office and partially remote), provided the Employer agrees that they can fulfill their job's essential functions and subject to the Employer's approval. For purposes of clarity, working remotely does not relieve an employee of their obligations for work "in the field" inclusive of (without limitation) visiting a client's home, attending job-related appointments, attending donor meetings, working off-site programs. Both parties recognize and agree to the importance of "Admin" time for direct service staff, including but not limited to, documenting case notes, client calls, trainings, and other administrative work required by the grant and/or the IRC. Employees should work with their Supervisor to estimate and agree on their schedule for an appropriate number of Admin hours for their program, and when that may be done at home.

- b. If the Employer requires any employee to be present at the office temporarily, as much notice as reasonably practicable shall be given to the employee. Employees may request reasonable accommodation to attend virtually.
 - c. An Employee's in-office, remote, or "hybrid" work assignment shall not be changed arbitrarily and, to the extent possible, not on less than thirty (30) calendar days' notice.
 - d. Employees hired, assigned, or mutually agreed to a permanent remote work arrangement shall be reviewed annually and reaffirmed unless business needs require modification, which shall not be implemented (if at all) on less than thirty (30) calendar days' notice. All staff on such a permanent remote work arrangement and who are residing more than fifty (50) miles from the office to which they are assigned shall be provided ninety (90) calendar days' notice before implementation of a modification and may opt to decline such modification and resign from the Employer with the severance payment set forth in **Article [X]**.
6. Travel Time for Client Visits

Travel time to and from client visits shall be considered compensable work hours, unless the Employee is leaving from their home at the start of the work day or returning to their home at the end of the day (i.e., "commuting"). The Employer shall compensate employees for all traveling time excluding commuting, including any delays caused by traffic, weather, or roadside emergencies. Employees in the field until two (2) or less hours prior to the end of their scheduled working day may finish the day in the field and/or remotely.

Section 11.3: Occasional Work From Home

Supervisors shall approve occasional work-from-home requests unless the employee's presence in the office is essential to a specific operational need. Once approval is given, supervisors must inform their team that said employee will be working from home.

Section 11.4: Lunches

Except as required by law, Employees shall be provided with an uninterrupted unpaid meal break lasting no less than thirty (30) minutes. Any changes to the duration of the meal break must be coordinated with the employee's supervisor. An employee cannot be made to work through this break absent their explicit consent. In the event an employee voluntarily works through this break, they may take that unpaid break at another time of their choosing.

Employees may request their meal break time, which ordinarily shall be approximately halfway through their working day, and which shall not be denied absent a demonstrable business need (and subject to applicable laws). Where applicable by law, the employer shall provide and allow for waivers at the mutual agreement of the employer and employee to modify legal meal period requirements.

Section 11.5: Rest Periods

All employees covered by this Agreement shall receive two (2) rest periods of fifteen (15) minutes in each day's work schedule. The first rest period shall occur during the work session prior to the meal break, and the second rest period shall occur after the meal break.

Section 11.6: Overtime

1. An employee may be required to work overtime for temporary increases in workload or special projects.
2. The following procedure shall govern the assignment of employees to overtime work other than to manage an individual Employee's workload demands:
 - A. Overtime shall be offered to employees in seniority order within the required department and job title, if applicable.
 - B. If no employees volunteer according to (A) above, then employees who may be required to work shall be selected in inverse order of seniority.
3. Holidays, vacation days, and emergency closing days (when an Employee does not work) shall not be considered time worked for purposes of overtime computation.
4. No employee shall be required to "flex" time to avoid the payment of overtime.

Section 11.7: Work performed in excess of forty (40) hours in a week, will be paid at the rate of one and one-half (1 ½) times the hourly straight-time rate (and at such times and in such amounts as otherwise required by state and local laws).

Section 11.8: If an employee is called back to work in-person that requires travel from home after completing their scheduled hours, they shall be paid an additional two (2) hours pay. If the work does not require travel from home, they shall be paid a minimum of one (1) hour pay.

Section 11.9: When an Employee is required by the Employer to work a shift where the majority of the shift occurs after 3:00 p.m. the entire shift will be paid at a 7.5% shift premium.

Section 11.10: An employee who is required to work on a holiday shall be compensated for hours worked at two times (2x) the regular pay rate, with a minimum guarantee of two (2) hours of work.

Section 11.11: Employees required to work in the office beyond 8:00 p.m. shall be provided supper consistent with the Employer's Travel and Expense practices.

Section 11.12: Resettlement, Asylum and Integration (RAI) Quarterly Pause

In alignment with the goals introduced and established by IRC's Executive Leadership Team (ELT), the Employer agrees to provide dedicated time for teams to engage in a coordinated pause, reflection, and engagement in thoughtful planning and to prioritize work/projects requiring dedicated focus, quarterly.

1. During each two-day designated RAI Pause period, the following guidelines will apply to ensure the effectiveness of the initiative:
 - A. RAI-related emails should be limited to urgent matters only as much as possible.
 - B. Full participation from all team members is encouraged. However, two (2) staff members will remain on-call to handle emergencies. This on-call duty will rotate quarterly.
2. Each team is encouraged to tailor their participation in these collective pause days to align with their unique needs and goals.
3. Any employee with questions or concerns regarding the Quarterly Pause should contact their Supervisor or Director for support.

Section 11.13: Lactation Breaks

Employees who are breastfeeding or expressing milk shall be entitled to reasonable paid breaks throughout the workday, as needed.

1. The Employer shall provide a private, sanitary, secure, and comfortable space for employees to express milk or breastfeed. This space shall be available during work hours, as needed, and shall not be a restroom.
2. Employees should communicate any specific needs or concerns with their supervisor.

Section 11.14: Religious Breaks

Employees are entitled to take reasonable breaks throughout the workday for religious observance, including but not limited to prayer or reflection.

1. Employees may request flexible break times to accommodate their religious practices, which should be coordinated with their supervisor.
2. The Employer will provide a private space for employees who require a quiet, respectful environment for religious practices. This space will be available during work hours and upon request to ensure that employees can observe their religious practices comfortably. The Employer shall endeavor, based on available office space, to maintain this private space separate from the space provided for in Section 11.13 of this Article.

Employees are encouraged to discuss any specific needs with their supervisor.

ARTICLE 12: ALLOCATION OF WORKLOAD (TA)

Section 12.1: The Union and IRC agree that, in partnership, we endeavor to provide caseloads and productivity standards consistent with providing quality services to clients, recognizing that external factors beyond IRC's control effectively determine the number and complexity of client cases IRC takes on as well as the work to be performed. Accordingly, the parties agree on the following guiding principles:

1. Allocation of Cases:

- A. Cases shall be allocated among employees in the same program (e.g., intensive case management, payments, or employment services) in a manner that attempts to result in comparable workloads over the course of a reasonable measurement period. The parties agree that the following non-exhaustive factors are appropriate to take into consideration: donor/contract requirements; client needs; program needs; the anticipated complexity and/or emotional burden of a case; the Employee's ability to use entitled time off; whether there are volunteers or other temporarily-assigned workers or other adjunct resources available to the Employee; the Employee's ability to take advantage of professional development opportunities; and approved reasonable accommodations granted under applicable law.
- B. Supervisors will discuss with employees during regularly-scheduled meetings, including "one-on-one" meetings, employee workloads to identify and address any workload concerns.

2. Regular and Consistent Feedback:

- A. Caseload allocation and status shall be a standing topic at the Parties' Labor-Management Committee (LMC) meetings.
- B. Supervisors are encouraged to meet collectively and individually with Employees to discuss workloads, productivity, client service, and individual challenges (excluding those that should be directed to Human Resources, including reasonable accommodations). Employees may request such meetings and supervisors are expected to be responsive.

3. Individual Workload Concerns:

- A. An Employee who has concerns about their workload shall address the issue(s) in the first instance directly with their supervisor. The Employee should be prepared to discuss their current workload, the challenges they are facing, and potential solutions.

- B. If the supervisor makes recommendations aimed at alleviating the workload concern, the Employee shall implement those recommendations for four (4) period to determine whether they resolve the concern and, if not, then the Employee may request a meeting with the supervisor and Program Manager together to discuss the ongoing issue. Such meetings shall be scheduled promptly.
 - C. If the issue remains unresolved after the supervisor/Program Manager the Employee can escalate the concern to the local Human Resources Manager who will escalate the issue appropriately within local leadership, who will convene a meeting with the Employee and anyone else who the Deputy Director believes would facilitate the meeting promptly, and the Employee may be accompanied by a Steward.
4. Group Wide Workload Concerns: If a substantial number of Employees in a Program believe there is a systemic workload concern (i.e., rather than individualized employee workload issues), then the Program Manager shall convene the LMC for an off-schedule meeting to discuss the issue. The LMC shall invite a reasonable number of Program Employees (not to exceed 3) to the meeting, and it shall discuss possible resolutions. The LMC may make recommendations for IRC's prompt and good-faith evaluation. (The LMC may make a request to the Executive Director to reconvene if warranted, which request shall not be unreasonably denied'.) This process will not occur more than twice per year per Program. The Union may request additional meetings if a workload issue is ongoing or worsens.
5. The Union and IRC agree that the following topics are appropriate for discussion during any of the meetings referenced in this Article:
- A. Ways for employees to prioritize work consistent with good client service, but which aims to reduce a heavy workload in the near-term;
 - B. Facilitating communications with clients to manage expectations;
 - C. Facilitating the expression of "boundaries" with clients and/or identifying third-party resources to assist clients with out-of-scope service requests;
 - D. Working voluntary or assigned overtime;
 - E. Reassigning cases and/or certain case responsibilities among colleagues and supervisors in the same working group and/or colleagues and supervisors in other working groups who are capable of performing the work;
 - F. Increase in employee headcount;
 - G. Exploring options for volunteers, temporary employees, regular IRC employees from other offices, and similar assistance; and

- H. Postponing, de-prioritizing, and/or adjusting non-programmatic responsibilities.
6. The LMC meeting described herein does not constitute collective bargaining. The determination of workload/case assignment/staffing/productivity requirements are reserved exclusively to IRC and shall not be subject to grievance and/or arbitration. Utilizing any process in this Article shall not affect an employee's performance evaluations or be the subject of discipline.

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ARTICLE 13: WORKPLACE STANDARDS (TA)

Section 13.1: Workplace Standards for Field Work

1. General Safety Provisions

- A. The Employer and the Union recognize the inherent risks of the Employer's humanitarian work servicing refugees and asylees. Employees shall not be required to enter any situation they deem poses a reasonable risk to their immediate physical safety, in which case they must immediately notify their manager by means appropriate under the circumstances.
- B. The Employer shall maintain records of any reported safety risks associated with clients. These records shall be made available to employees assigned to visitation or transportation of such employees.

Any Employee who reports a risk under "I" above shall discuss with their supervisor appropriate adjustments to handle the reasonable risk raised, including, by way of example, reassignment to a colleague or supervisor, additional security protocols, and modifications to visitation and transportation plans (including a "buddy system" by which two employees would be assigned to a client interaction).

2. Incident Reporting and Follow-Up

- A. Employees should report to Safety & Security, office management, or their direct supervisor any safety incidents, threats, or concerns that arise. Reports shall be maintained as confidential, upon Employee request, to the maximum extent possible consistent with investigating the matter promptly and appropriately, and remedial actions shall be taken as appropriate.
- B. The Employer shall conduct a private and confidential follow-up with the reporting employee(s) to discuss their well-being and to gather feedback on the effectiveness of any remedial action. Based on this feedback, the Employer shall also review and update safety protocols as necessary.

Section 13.2: Workplace Standards at Employers' Facilities

1. On days when an Employee is assigned to work in an IRC office, the Employee will be provided with an IRC workspace that is sufficient to carry out their job responsibilities, including but not limited to a desk, chair, necessary office equipment, and supplies.
2. Employees shall have access to IRC private spaces to conduct confidential client conversations, ensuring privacy and confidentiality.

3. The Employer shall make every reasonable effort to maintain a safe and healthy IRC workplace and to reduce and/or eliminate unsafe and/or unhealthy conditions. The Employer will make every reasonable effort to ensure that its premises is secure for its employees. Specifically, the Employer will take steps to secure its premises in such a way that it is accessible only to authorized individuals.
4. Workspaces shall comply with all federal, state, and local health and safety regulations.
5. Any violation of paragraphs C or D above should be reported to office management as soon as practicable.
6. Employees shall have the right to report and refuse to work on the Employer's premises if that premises poses a reasonable risk to their immediate physical safety.
7. The Employer shall provide adequate cleaning supplies and equipment necessary for maintaining cleanliness in the office. The Employer or their designated cleaning service shall implement a weekly cleaning schedule to ensure the office remains clean and sanitary, and they shall promptly address any reported issues regarding cleanliness or hygiene.
8. The Employer shall provide access to mental health resources and ensure that employees can take mental health days (to be taken from paid sick leave) if their work environment contributes to stress or burnout.

Section 13.3: Disability Accommodation

The Employer shall adhere to the Americans with Disability Act (ADA) requirements and related laws.

Section 13.4: Universal Precautions

1. The Employer shall provide information and training to employees on communicable diseases to which they have heightened risk of exposure due to their work responsibilities. Information and training shall include the symptoms of diseases, modes of transmission, methods of protection, workplace infection control procedures, special precautions, and references to recommended and required immunizations where applicable.
2. Employees shall be provided appropriate safety equipment and attire whenever the work conditions require such protection. The Employer will comply with all federal, state, and local laws and regulations on infectious diseases.
3. In the event an Employee is exposed to any infectious disease reportable to national or local government authorities, the Employer agrees to promptly execute proper procedures in accordance with governmental rule or regulation to be followed by Employees exposed to such diseases and notify the Union of same.

Section 13.5: Emergency Situations

1. If the Employer closes the facility early or for the day due to an emergency situation, such as a weather-related event, natural disaster, civil unrest, or utility outage, employees with the ability to work outside of an IRC office shall do so, and those unable to perform remote work shall be paid for any lost time resulting from the incident.
2. In the event public schools or daycare facilities are closed or delayed due to an emergency situation, Employees with primary responsibility for childcare shall be permitted to take paid or unpaid time off, or may propose to their supervisor working an alternative work schedule.

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ARTICLE 14: VACATIONS (TA)

Section 14.1: All regular full-time and part-time Employees (including limited-term for more than six (6) months) working at least 18.75 hours per week shall be granted the following vacation with pay and shall be paid at their regular hourly rate of pay in effect at the time the vacation is taken during the fiscal year, October through September

Vacation can be used in increments of two (2) hours.

Vacation shall be accrued monthly as follows for full-time employees and prorated for part-time employees working at least 18.75 hours per week based on hours worked:

Less than 2 years of service	150 hours (12.5 hrs per month)
2 years but less than 3 years of service	172.5 hours (14.38 hrs per month)
3 years but less than 6 years of service	202.5 (16.88 hrs per month)
6+ years of service	225 hours (18.75 hrs per month)

Section 14.2: Vacation allotments shall accrue monthly. Increased accrual rates for length of service begin on the first day of the month following an employee's anniversary date. (Vacation shall not accrue when an employee is on layoff, an approved leave of absence without pay, or during long-term disability.)

Section 14.3: An employee's entire service as a full-time or part-time employee with the IRC is taken into consideration when calculating the amount of vacation they receive each month, regardless of how much time passed between assignments. For example, an employee works with the IRC for one (1) year before taking an assignment with another organization. Three (3) years later, the same employee is rehired by the IRC. When determining the amount of vacation the employee receives, their prior twelve (12) months of service with the IRC is taken into consideration since the employee is starting their second (2nd) year of employment.

Section 14.4: In the event that a holiday named in this Agreement falls during an employee's vacation period, the holiday shall not count as a vacation day.

Section 14.5: An employee separating from employment for any reason shall be paid out their unused accumulated vacation days as of the date of separation no later than the second payroll date after they return all IRC equipment in proper working order (unless state/local law requires sooner payment).

Section 14.6: All vacation accrued in one fiscal year (currently October through September) must be used in that same fiscal year. However, if an employee is unable to take all their accrued vacation within that fiscal year due to operational needs, scheduling conflicts, or other reasonable reasons, then up to five (5) such days shall, on the last day of the fiscal year, be converted to Floating Holidays to expire at the end of the next (first) fiscal quarter (currently December 31st)..Such Floating Holidays must be scheduled in the same manner as vacations.

Section 14.7: Vacation must be approved, in advance, by the Employee's supervisor. Employees with greater seniority shall be given preference when selecting vacation, but once a vacation request is approved for a more junior Employee a supervisor shall not be required to cancel it in favor of a more senior Employee's later-made request. All vacation requests must be made as early as possible, but shall in no case be required more than two (2) weeks in advance. Employees acknowledge that a request may be denied if it is not made sufficiently in advance due to the vacation schedule of other Employees, lack of opportunity to schedule coverage or re-assign work tasks, logistical challenges or other business reasons.

Section 14.8: Employees may use their accrued vacation time and advance up to seventy-five (75) hours of vacation time available within the same fiscal year (October 1 through September 30).

1. Employees may advance only time projected to be accrued within the same fiscal year. They may not advance the next fiscal year's accruals.
2. Employees separating from IRC with a negative vacation balance will have the value of all used but unaccrued time withheld from their final pay unless the separation is the result of a layoff or is prohibited by state law.

ARTICLE 15: HOLIDAYS (TA)

Section 15.1: Employees shall be paid a holiday allowance equal to their regularly scheduled hours paid at straight time for the day of observance for each of the following nine holidays.

New Year's Day	Independence Day
Martin Luther King Jr. Day	Labor Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Day
Juneteenth	

Each employee shall receive an additional one floating holiday that they may use on any day of their choosing. Floating holidays will not be denied.

Section 15.2: Any holiday falling on Sunday shall be observed on the following Monday. A holiday falling on Saturday shall be observed on the preceding Friday.

Section 15.3: An employee who is required to work on a holiday shall be compensated for hours worked at two times (2x) the regular pay rate, with a minimum guarantee of four (4) hours of work.

Section 15.4: If any of the above-mentioned holidays fall on a regular work day, Monday through Friday, and employees are not required to work, such a holiday shall be considered a day worked for purposes of computing overtime.

ARTICLE 16: SICK LEAVE (TA)

Section 16.1: Employees are entitled to up to 10 paid sick days per fiscal year (currently October through September), (or subject to any minimum required by state or local law). based on the chart below.

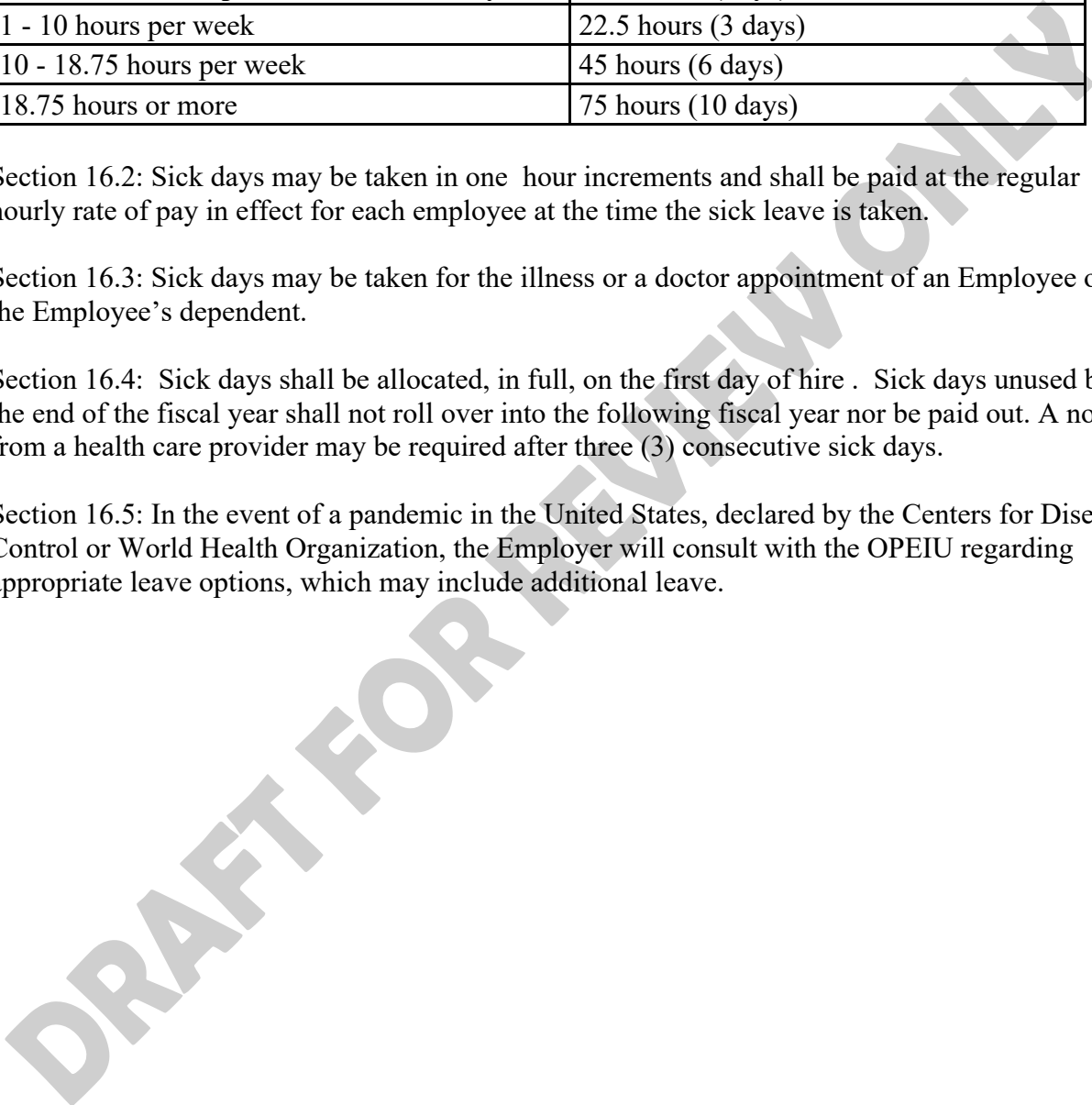
Scheduled Hours per Week in Workday	Sick Time (days)
1 - 10 hours per week	22.5 hours (3 days)
10 - 18.75 hours per week	45 hours (6 days)
18.75 hours or more	75 hours (10 days)

Section 16.2: Sick days may be taken in one hour increments and shall be paid at the regular hourly rate of pay in effect for each employee at the time the sick leave is taken.

Section 16.3: Sick days may be taken for the illness or a doctor appointment of an Employee or the Employee’s dependent.

Section 16.4: Sick days shall be allocated, in full, on the first day of hire . Sick days unused by the end of the fiscal year shall not roll over into the following fiscal year nor be paid out. A note from a health care provider may be required after three (3) consecutive sick days.

Section 16.5: In the event of a pandemic in the United States, declared by the Centers for Disease Control or World Health Organization, the Employer will consult with the OPEIU regarding appropriate leave options, which may include additional leave.



ARTICLE 17: LEAVES OF ABSENCE (TA)

Section 17.1: Family and Medical Leave Act

1. Eligible employees may request a leave of absence under the FMLA (as it is amended, from time to time) for the purposes described below, subject to its terms and conditions. An eligible employee will have worked for the IRC for at least twelve (12) months and will have worked for at least one thousand two hundred fifty (1,250) hours during the twelve (12)-month period preceding the commencement of leave.
2. Family and medical leave may be taken for up to twelve (12) work weeks in a rolling twelve (12)-month calendar. If an Employee requires a leave of absence for a reason that would be covered by the FMLA but the Employee either is not eligible for FMLA leave or has exhausted all FMLA leave, then IRC may grant an unpaid leave of absence for full-time and reduced-schedule employees. An unpaid leave of absence may be granted up to a maximum of six (6) months in a twelve (12)-month period. Such leave may be considered an interruption in service for purposes of benefits (based on the plan document, which shall govern). Employees granted this leave shall be responsible for paying their regular contributions for medical, dental and/or vision coverages (again, based on the plan document(s)). If contributions are not paid, then coverage will be terminated. Paid vacation and sick days do not accrue during this leave.
3. Leave for the purpose of a covered service member (i.e., military caregiver leave) may be taken for up to twenty-six (26) work weeks in a single twelve (12)-month period that begins on the date the employee first uses military caregiver leave. Any family and medical leave (up to twelve (12) weeks) taken during the single twelve (12)-month period will be counted toward the total twenty-six (26)-week entitlement period.
4. All time off that qualifies as family and medical leave will be counted against the employee's federal and applicable state family and medical leave entitlement to the extent permitted by law.
5. Family and medical leave should be used as needed but must be used in minimum increments of at least one (1) hour.
6. Employees may use accumulated vacation or sick leave to cover all or part of the FML, before they elect to take it as unpaid leave.
7. During an FMLA leave, the IRC will maintain group health benefits for employees enrolled at the start of their FMLA leave for up to twelve (12) work weeks or up to twenty-six (26) work weeks for military caregiver leave.

8. IRC's Plan shall inform employees requesting leave of their eligibility under FMLA and, as applicable, state law. If they are eligible, any additional requirements, as well as the employee's rights and responsibilities shall be stated in the Employee Handbook and/or the Notice of Eligibility. If an employee is ineligible, the IRC's Plan shall provide a reason for the ineligibility.
9. The IRC's Plan shall also inform eligible employees if leave will be designated as FMLA-protected and the amount of leave that will be counted against the employee's leave entitlement. If the IRC's Plan determines the leave is not FMLA-protected, the IRC shall notify the employee.

Section 17.2: Unpaid Leave of Absence

The Employer may grant an unpaid leave of absence for full-time and reduced-schedule employees when requested for a personal hardship, unexpected circumstance, or if otherwise approved. An unpaid leave of absence may be granted up to a maximum of six (6) months in a twelve (12)-month period, during which time the Employee shall not accrue paid vacation or paid sick leave, and shall be responsible for paying their regular contributions for medical, dental and/or vision coverages (again, based on the plan document(s)). If contributions are not paid, then coverage will be terminated.

Section 17.3: Jury Duty

Employees selected for jury duty shall suffer no loss in pay, provided that the Employee provides to the IRC a copy of their jury duty summons as soon as possible after receipt, provides a "proof of service" with the official certification of jury duty issued by the clerk of the court (including start and completion times and dates of jury duty service). Employees shall return to work if excused from jury duty during regular working hours (to the extent practicable) or released from jury duty earlier than expected.

Section 17.4: Bereavement

1. In the event of a death in the immediate family, an employee shall be granted a paid leave of absence of five (5) working days.
2. If the paid bereavement leave days are not adequate, the employee may request to use their accrued and unused vacation leave or request additional time off as unpaid leave.
3. Immediate family shall be defined as a spouse or domestic partner, mother-in-law, father-in-law, children (including step and half, including miscarriage, and stillborn) parents, step-parents, siblings, step-sibling, grandparents,
4. This leave of absence will not be charged against sick leave and does not need to run consecutively.

5. One (1) day of paid leave will be granted for the purpose of attending funeral services for other relatives, friends, clients or business associates.
6. The Employer shall permit Employees to work up to five (5) days remotely for the death of a client with whom the Employee worked unless it interferes with already-scheduled work (e.g., client meetings) that cannot be otherwise completed remotely or rescheduled. Nothing in this remote work accommodation shall be intended to relieve an Employee of their job duties.

Section 17.5: Union Leave

The Employer agrees to grant an unpaid leave of absence for up to two (2) employees per local union annually to take a Union Leave for up to five (5) days per year. This leave may include attending trainings, conventions, and conferences. Employees granted such leave of absence will retain and accumulate seniority during such leave. Notice of this leave must be given at least 30 days in advance to the Supervisor.

Section 17.6: IRC Paid Parental Leave

1. All active regular and limited-term employees who work at least 18.75 hours per week at the IRC are eligible for one (1) paid parental leave (“IRC Paid Parental Leave”) every 12 months (unless otherwise provided for by state or local law), on the terms set forth below.
2. IRC Paid Parental Leave is available for the purpose of bonding with a child after its birth, adoption, or placement to/with the Employee, excluding the adoption of a spouse’s or partner’s child. Parental Leave must be taken (if at all) within 12 months of the birth, adoption or placement of the child. (Multiple births, adoptions, or placements at or about the same time shall constitute one single birth, adoption, or placement for purposes of Parental Leave).
3. Employees shall be entitled to take IRC Paid Parental Leave for up to eight (8) consecutive weeks. Employees who are eligible for comparable paid “child bonding” leave and benefits through state or local laws must take IRC Paid Parental Leave, if at all, concurrently with such state or local benefits. For Example:
4. If a state law provides 12 weeks of paid time off at a 67% salary benefit, then an Employee may take all 12 weeks of that state law leave non-consecutively at the state’s 67% salary benefit but the Employee will not be eligible for IRC Paid Parental Leave. Alternatively, if an Employee takes 8 weeks of the state law leave concurrently with IRC Paid Parental Leave they will receive 100% of their salary (67% paid under the state benefit and 33% paid by IRC) during those 8 consecutive weeks, and the Employee may then take their additional 4 state law weeks of leave non-consecutively (at 67% salary benefit).
5. In states without paid “child bonding” leave which allows for non-consecutive leave, the employee shall be required to take the 8 weeks of IRC Paid Parental Leave consecutively.

6. Employees shall be paid 100% of their base salary during Parental Leave.
7. An Employee is not required to take Parental Leave concurrently with short-term or long-term disability resulting from childbirth.
8. Any federal, state, or local leave laws providing paid family leave must be taken concurrently with Parental Leave, in which case Employees' base salary during Parental Leave shall be reduced by the amount of such federal, state, or local leave law pay.
9. Employees on Parental Leave shall continue to be eligible for employee group health insurance benefit plans, and the Employee's portion of the premiums will be deducted from the Employee's Parental Leave pay
10. Employees may request to schedule vacation to commence upon expiration of Parental Leave.

Section 17.7: Military Leave

1. The Employer shall provide military service leaves of absence to all employees in compliance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and applicable state laws.
2. The Employer agrees that in the event any employee enters military service or is drafted for employment in the national defense, upon discharge from said service or employment, the employee shall be restored to their former position or a similar position consistent with USERRA's requirements, provided that the employee (i) reports to work or submits an application for reemployment to the People and Culture Team on or before the first regularly scheduled workday after the employee returns home for service if the military service was for fewer than 31 days, (ii) submits an application for reemployment within 14 days following completion of military service if such service was for 31-180 days, or (ii) within 90 days following completion of military service if such service was for more than 180 days. If employee was injured or otherwise not able to comply with the deadlines above through no fault of their own, please contact the People and Culture Team to request additional time.
3. The former salary shall determine the return salary by said employee with all adjustments made for any increases which may have been made to the remainder of the staff during the period of such service and which increases are in effect at the time of reemployment.
4. The Employer may pay the difference between an employee's military pay and IRC pay for a period of six (6) months.
5. Employees may use all of their accrued but unused PTO during military service leaves.
6. Additionally, an employee's seniority shall accrue during military leave.

7. Where state or local military service leave laws offer more protections or benefits to employees, those protections or benefits will apply.
8. Employees who work 18.75 or more hours per week whose spouses or domestic partners are members of the armed forces and on “home leave” from their military deployment may take up to 10 days of unpaid leave, which shall be taken concurrently with FMLA (military) Leave.

Section 17.8: Leave to Vote

Any employee covered by this Agreement is entitled to paid time off for voting for at least two (2) consecutive hours at the beginning or end of their shift (except as otherwise specified by state and local law). Employees must notify the Employer at least two working days in advance of an election day in order to take time off to vote.

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ARTICLE 18: HEALTH AND WELFARE (TA)

In the event that the Employer intends to change current medical, dental, vision, short-term and long-term disability, and/or life insurance plans to non-comparable plans for Employees, any such change shall be bargained with the Union.

Comparable plans shall be defined as plans that provide substantially equivalent or better coverage levels, benefit structures, provider networks, a 15% or less year-over-year increase to employee premium cost, substantially equivalent deductibles, copays, and out-of-pocket maximums), and eligibility requirements.

In no event shall any change result in benefits that are lesser in scope, quality, or value than those offered to non-Bargaining unit employees in the United States.

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ARTICLE 19: 403(b) RETIREMENT BENEFIT (TA)

Section 19.1: 403(b) Retirement Benefit

The Employer will continue to offer to bargaining unit Employees the current 403(b) Qualified Retirement Plan for calendar years 2025 and 2026, provided that nothing herein shall restrict the Plan Sponsor from taking necessary action in their exercise of fiduciary responsibility as required by the Employee Retirement Income Security Act.

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ARTICLE 20: BUSINESS TRAVEL (TA)

Section 20.1: An employee directed to travel during their regular work week will be paid their straight-time rate for those hours traveled during their regular shift. Any employee directed by management to travel on their regularly scheduled off days will be paid at regular rates of pay subject to Hours of Work and Overtime in Article ____ .

Section 20.2: The Employer shall reimburse staff members for all approved expenses associated with the performance of their jobs as follows:

1. Staff members will be reimbursed for work-related travel in their personal cars at the current IRS mileage rate. However, the employer may rent a car if it is cheaper than mileage reimbursement and administratively feasible. Mileage cannot be claimed for travel between their home and their assigned office.
2. Staff members whose work requires them to travel outside their assigned office overnight shall receive per diem according to the United States General Services Administration (USGSA) or IRC's then-current per diem schedule, whichever is greater.
3. The Employer shall pay for hotel, lodging, and parking when an employee is required to travel for work.
4. Employees shall give the Employer as much needed notice as is practicable when traveling to fulfill their job duties. Other expenses shall be approved for reimbursement by their manager.
5. The employer will be responsible for all reasonable transportation travel expenses not referenced in A-D above pursuant to the Employer's Global Travel Policy for an employee who is required to travel for work reasons other than their typical daily duties (e.g. special events).

ARTICLE 21: FLEET VEHICLES (TA)

Section 21.1. In the event that an Employee's vehicle is damaged in the course of employment, the Employer will pay the Employee's car insurance deductible, up to \$2,000.00, in connection with repairs, provided that the Employee did not engage in negligence or intentional misconduct.

Section 21.2. Each office shall maintain a reasonable number of child car seats and booster seats for usage by employees in their personal vehicles to transport clients. No Employee shall transport a child in violation of child seat and booster laws. All seats/boosters shall comply with applicable law. Employees are required to return car seats/boosters to their office so that they are available for use by other Employees. Should there be no available car seats/boosters or the Employee did not take one with them, the Employee shall call their supervisor to discuss an alternative arrangement (e.g., delivery of a car seat/booster, a colleague to drive the Employee and client). The Employer shall provide Car Seat Training to all employees who transport or may be expected to transport clients.

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ARTICLE 22: WORK DEVICES (TA)

Section 22.1: The Employer agrees to timely provide and maintain all devices the Employer deems necessary (in its discretion) for employee job functions to be used by employees exclusively for work-related purposes. This may include, but is not limited to cell phones, laptops, and accessories. Employer-provided devices remain the property of the Employer and must be returned at the conclusion of employment. The Employer may alternatively (i) provide a stipend to Employees for devices deemed necessary by the Employer for employee job functions in the amount of the entire cost of the device(s), or (ii) permit, at the Employee's request, the Employee to use their own personal device.

1. Employees must comply with all organizational security and data protection policies. This includes using passwords, encryption, device management or security software, and other security measures to safeguard confidential information as required by the Employer, including on any personal device.

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ARTICLE 23: PROFESSIONAL DEVELOPMENT (TA)

The Employer shall maintain the following professional development support:

1. Reasonably approve working hours to attend pertinent continuing education courses and programs,
2. Reimbursement or payment for Continuing Education Units (CEUs) where required by the program,
3. Non-financial support for maintaining Employer-required professional licenses or certifications, and financial support shall be offered if the licensure/certification is a requirement of the Employee's job duties;
4. Non-financial assistance with meeting credentialing or recertification requirements, and financial support shall be offered if credentialing/recertification is as requirement of the Employee's job duties;
5. Reasonable access to internal Employer training, workshops, and other development opportunities.
6. Professional development feedback shall be part of mid-year and year-end performance evaluations.

The Employer shall provide the above non-financial resources for training, certifications, and professional development to assist employees in gaining the skills and qualifications necessary to advance within the organization including into positions external to the bargaining unit. Employees are encouraged to utilize available training programs to prepare for future promotional opportunities.

All direct supervisors are expected to complete an annual course on People-Manager relations, trauma informed approach, and/or a comparable training. All Employees shall be able to join and complete the course or training.

**ARTICLE 24: ONBOARDING, ORIENTATION AND PROFESSIONAL LIABILITY
INSURANCE (TA)**

Section 24.1: Onboarding and Orientation

1. IRC provides all employees with onboarding and orientation, including job expectations and organizational knowledge, within the first 90 days of employment. Should Employees be required to provide training on core job functions (as opposed to operational requirements of the role) to new staff as part of that new staff's onboarding, Employees will be eligible to receive Acting Pay as outlined in Article _____. Employees shall not be required to serve as a Lead/Trainer.
2. Employees will have the option to participate in annual de-escalation training provided by the Employer.
3. The Employer will offer CPR/AED and first aid training annually if staff express sufficient interest (more than 3 employees, or 5% of staff at an office, whichever is greater). If a no-cost training is available and there is insufficient interest to meet the above threshold, IRC may send individuals externally to obtain such training.

Section 24.2: Liability Insurance

1. The Employer shall provide professional liability insurance for accredited representatives and all employees in any IRC position requiring attorney or social work licensure.

ARTICLE 25: DISCHARGE AND DISCIPLINARY ACTION (TA)

Section 25.1: No non-probationary employee shall be disciplined or discharged without just cause. The Parties agree that discipline generally should be progressive in nature, according to the following pattern: oral warning, documented oral warning, written warning or Performance Improvement Plan, and discharge. The Parties agree that the particular discipline given will depend on the seriousness of the offense, and, thus, for example, that an employee may be discharged for a first offense if the type of the offense so warrants, and is in compliance with just cause. A copy of documented oral warnings, written warnings/PIPs, and discharges will be included in the 'employee's personnel file, subject to the provisions of Section 25.5 below.

The Employer, in its discretion, may also place an employee on a Performance Improvement Plan at any progressive discipline step.

Section 25.2: The Employer agrees to inform the Union business representative of any suspension or discharge and the reason therefore.

Section 25.3: Employees are entitled to exercise their Weingarten Rights by requesting the presence of a union steward or an OPEIU union representative during any investigative discussion. If a steward or union representative is not available, the Employer shall cancel the meeting or reschedule the meeting to allow for the steward or union representative's attendance within a reasonable period under the circumstances, generally within 2-3 business days. Employees who may be witnesses in the matter are not eligible to serve as the union representative due to a conflict of interest. In this case, an alternate representative or steward shall be utilized.

Section 25.4: If, upon joint investigation by the Union and the Employer, it is found that an employee has been unjustly discharged, disciplined, or laid off, such employee shall be reinstated to the former position held without loss of seniority, suffer no reduction in salary, and shall be compensated by the Employer for all wages and benefits lost while out of work.

Section 25.5: All Employees shall be provided access to their personnel folders provided they give reasonable advance notice to Human Resources.

Section 25.6: Documented oral warnings, written warnings, and Performance Improvement Plans (PIPs) for minor infractions — such as time management, attendance, or general work-related issues (by way of examples) — shall expire after twelve (12) months such that they will not be considered in future instances of progressive discipline or when evaluating eligibility for transfers or promotions, provided however that any Performance Improvement Plan serving as the "Written Warning" stage of progressive discipline shall continue to run its stated course. For the avoidance of doubt, harassment, insubordination, bullying, violations of policies regarding safety, health, ethical conduct and safeguarding, or conduct which imperils the health or safety of a client, or which jeopardizes program continuation are not "minor infractions." When an Employee takes a leave of absence that is at least 30 calendar days, the total time on leave will be added to the one-year period that must elapse before an infraction expires. A permanent record of all infractions will be maintained.

Section 25.7: IRC reserves the right to place employees on “administrative leave” pending internal investigations, in which case Employees’ benefits and wages shall be preserved and paid.

Section 25.8: Performance Improvement Plans Guidance

1. In the event that an employee is falling short of the expectations for performance in their role, and a performance improvement plan is deemed the appropriate course of action, their manager will seek to clarify those expectations and provide support to help the employee improve in accordance with the processes below.
2. The manager, with input from the employee, and in consultation with HR, as needed, shall work together to create a roadmap for how the employee can work to meet performance expectations. The PIP shall include the following:
 - A. the identified deficiencies in performance and expectations for satisfactory performance;
 - B. the actions the employee is expected to take to correct the deficiencies;
 - C. any actions the manager has agreed to take to help the employee correct the deficiencies; and
 - D. the timeline in which the expectations are to be met, and a description of the general cadence with which the employee and the manager will meet to review and assess the employee’s progress.
 - E. A PIP shall last no longer than sixty (60) days
3. The Employer will support the employee as appropriate in communicating the performance expectations and checking in with the employee on PIP progress as the employee works to meet those expectations.
4. At the conclusion of the period set forth in the PIP, the Employer will advise the employee whether and to what extent the objectives of the PIP have been met and whether the Employer intends to take any additional adverse action. Any further adverse action shall follow the progressive disciplinary process outlined in this article. If the employee completes the PIP process satisfactorily, the PIP shall not be considered for purposes of future disciplinary action after an additional one-year period has lapsed.

ARTICLE 26: NON-DISCRIMINATION AND NON-HARASSMENT (TA)

Section 26.1: The Employer agrees that it will not discriminate against an employee because of their lawful, protected activity as a member of the Union.

Section 26.2: Neither the Employer nor the Union, in carrying out their obligations under this Agreement, shall discriminate because of race, creed, religion, color, national origin, marital and partnership status, ancestry, veteran/military status, disability, immigration status, genetic characteristics, ethnicity, sex, age, sexual orientations, gender identity, domestic violence victim status, citizenship status, political affiliation, or any other basis protected by applicable local, state, or federal law. Additionally, the Employer shall provide for fair and equitable pay practices. Furthermore, the Employer will not retaliate, discriminate, or take unlawful action against an employee who makes a good faith discrimination claim.

Section 26.3: The Employer shall not harass and/or tolerate harassment based upon race, creed, religion, color, national origin, marital and partnership status, ancestry, veteran/military status, disability, immigration status, genetic characteristics, ethnicity, sex, age, sexual orientations, gender identity, domestic violence victim status, citizenship status, political affiliation, or any other basis protected by applicable local, state, or federal law. Furthermore, the Employer will not retaliate, discriminate, or take unlawful action against an employee who makes a good faith harassment claim.

Section 26.4: An employee who is subject to, witnesses, or suspects a violation of the non-discrimination, non-harassment, and/or non-retaliation principles set forth in this Article (or the Employer's handbook) should report the matter to any manager, the Human Resources Department and/or to the Ethics and Compliance Unit via EthicsPoint or other similar reporting system. An employee may also report the matter to a designated steward who may submit a report to the Human Resources Department or EthicsPoint, including by using the union grievance form. In the event that an Employee is subject to behavior in violation of this non-harassment/non-discrimination/non-retaliation provision that is abusive/intolerable to any reasonable person, the Employee may remove themselves from the situation and promptly report the matter to the Human Resources Department, EthicsPoint, Safety and Security, or any other manager.

Section 26.5: The Employer and the Union recognize that clarity, confidentiality, and transparency are critical for this work and to keep everyone safe from harassment, assault, and discrimination.

ARTICLE 27: SUBCONTRACTING, ASSIGNMENTS, VOLUNTEERS, AND TEMPORARY EMPLOYEES (TA)

Section 27.1: Subcontracting

The Employer shall not subcontract work that is normally or customarily performed by Employees within job classifications or titles covered by this Agreement if such subcontracting results in the layoff of an Employee, a reduction of current bargaining unit work, and/or the dissolution of a job classification, position, or title covered by this Agreement. Nothing herein shall preclude the Employer from sub-granting/subcontracting work to another agency/entity at the commencement or renewal of any program agreement, where required by the grantor.

Section 27.2: Temporary Employees

Temporary Employees and Non-Bargaining Unit IRC Employees: The employer may assign

work that is normally or customarily performed by Employees to temporary employees and/or non-bargaining unit IRC employees for the purpose of:

1. Performing the duties of a temporarily vacant bargaining unit position;
2. Emergent circumstances leading to increased client service volume that reasonably require the use of temporary or non-Bargaining Unit employees to accommodate a temporary surge in workload volume
3. Performing the duties of an Employee during a period of paid or unpaid leave.

With respect to “accommodating a temporary surge in workload,” the Employer shall notify the Union of bona fide emergent circumstances they believe necessitate the usage of temporary or non-Bargaining Unit Employees within 72 48 hours of deciding to engage temporary increased staffing need and no temporary employee shall exceed six (6) months of continuous employment, provided, however, that a temporary employee that continues to be employed beyond such six (6) month period shall automatically be converted to a regular employee, unless (i) specific extension of temporary status has been requested by the Employer and granted by the Union.

Section 27.3: Assignments to Supervisors/Managers

1. Emergency
 - A. In the event of a bona fide emergency or crisis, the Employer may assign or reassign work that is normally or customarily performed by bargaining unit employees to Supervisors/Managers.

- B. For purposes of this Section, a bona fide ‘emergency or crisis’ means a demonstrable, sudden, and unexpected material change in circumstances outside the Employer’s control that creates an immediate and unavoidable need for services that cannot reasonably be met by available bargaining unit employees through reassignment, overtime, or temporary staffing.

2. Escalation

- A. There is work that an Employee or client escalates to their supervisor for assistance/takeover.

3. Availability

- A. The work is of such an urgent nature that delaying until bargaining unit employees are available would cause harm to clients or failure to meet program requirements, and/or
- B. bargaining unit employees are not reasonably able and/or willing to perform the work despite good-faith efforts by the Employer to assign them.

For purposes of 1. - 3. above, Supervisors/Managers may only perform the aforementioned work for the minimum length of time necessary under the circumstance. In no event shall such assignments be used to circumvent the bargaining unit’s work jurisdiction or to avoid hiring or maintaining adequate staffing levels.

Section 27.4: Volunteers

Nothing shall preclude the Employer’s use of bona fide “Volunteers” (including Americorps, donors, corporate partners), academic interns, fellows, and donated or pro bono work), provided that:

1. Volunteers shall not perform bargaining unit work in a manner that results in the displacement, reduction of hours, or reassignment of bargaining unit employees.

ARTICLE 28: TECHNOLOGICAL CHANGE (TA)

In the event of a technological change, such as the introduction of new systems and software (excluding software updates, upgrades, patches, etc., and matters involving emergent safety and/or security concerns), the Employer agrees to notify the Union of such change as soon as reasonably practical and, upon request of the Union, meet with the Union for consultation (which shall not constitute collective bargaining) for the purpose of discussing training to the incumbents of affected positions sufficient to enable them to perform the work associated with the new technology. Nothing in this Article shall restrict or impair the right of the Employer to install and require the use of such new technology by Employees. If an Employee, after such training and guidance, and despite making best efforts to learn to use the new technology, is unable to do so adequately to perform their work, the Employer shall offer the Employee the opportunity to identify two (2) vacant Bargaining Unit positions for which the Employee desires to apply and the Employer will guarantee the Employee the opportunity to interview for both positions. If the Employee is not awarded either of the two open positions and is separated from employment, the Employer will pay the Employee severance equal to the amount that would be due under the layoff Article of this Agreement and the Employee shall remain eligible to apply for open Bargaining Unit positions.

ARTICLE 29: LAYOFFS AND RECALL (TA)

Section 29.1: The Parties acknowledge a mutual desire to explore mechanisms to accomplish the mutual goal of avoiding layoffs where possible, including but not limited to, consideration of attrition, curtailment of hiring, schedule adjustments, retraining and/or other mutually agreed upon means (subject to the requirements contained in the Subcontracting Article of this Agreement). To that end, the Employer shall promptly notify the Union of layoffs when the Employer determines that layoffs shall occur, exercising reasonable diligence to notify the Union at least 10 business days in advance of providing layoff notices to Employees (as provided for below) to discuss possible alternatives with the Union. Such discussions shall not constitute collective bargaining. Nothing herein is intended to deny the Employer's management right to lay off employees. Nothing herein is intended to waive the Union's right to bargain over the effects of the layoffs, except with regard to the subjects addressed in this Article (including, without limitation, severance pay, benefits, and other severance offerings discussed herein).

1. In the event an employee is selected for layoff, that Employee shall have priority consideration over external applicants for all vacant positions or TTAs ("Temporary Transfer Assignment") for which they are qualified. This will include all IRC offices or locations in the United States.

Section 29.2: In the event an alternative to layoffs is not achievable, the following procedure shall be followed:

1. The employer agrees to lay off probationary Employees first. Layoffs of non-probationary Employees will be determined by taking into account the following: donor requirements, licensures/certifications, minimum qualifications, and job classification. If the Employer seeks to consider performance in the layoff determination, such considerations shall be limited to: (i) Employees who received an overall performance rating of less than meets expectations on at least one final written performance evaluation during the two (2) years preceding the layoff, (ii) Employees who or are then subject to a final written warning (or equivalent PIP), and/or (iii) objective program metrics. In the absence of any material difference in the above criteria, seniority shall be the determining factor
2. Prior to any layoff, the Employer will seek volunteers from the prospective layoff group to be laid off voluntarily (with the goal of avoiding or reducing layoffs under subsection 1 above). Volunteers maintain recall rights as set forth in Section 29.5 of this Article and are not considered a voluntary resignation for the purposes of **Article Seniority**. Volunteers shall be selected in seniority order,

3. Notice of layoff shall be given, in writing, to impacted Employee and the Union 30 calendar days before the scheduled layoff, unless the grant/agreement for services is suspended or terminated by the donor on fewer than 30 days' notice, or the donor fails to pay under the grant/agreement resulting in the suspension/cessation of services, or other exigent circumstances, in which events the Employer shall provide as much notice as practicable. The Employer may substitute pay in lieu of all or some of such notice required by this Paragraph ("Notice Pay"). Notwithstanding the foregoing, in no event shall an Employee receive less than two weeks of notice or pay in lieu of notice.
4. In exchange for signing and complying with (and not revoking, where applicable) IRC's then-applicable "Separation Agreement" in a form substantially similar to the form attached hereto as Exh. ____, each laid off Employee shall receive:
 - A. "Separation Pay" in an amount equal to one week of regular wages for each year of continuous employment with IRC (less deductions and withholdings), with a minimum of one (1) week of Separation Pay and a maximum of ten (10) weeks of Separation Pay, with partial years over half a year of service rounded up to the next full year. For Eligible Employees classified as "part-time," their weekly regular wage shall be calculated as the average of their non-overtime hours in the three months immediately preceding layoff.
 - B. A "Separation Supplement" equal to \$750.00 provided, however, that such Separation Supplement shall be limited to Eligible Employees who earn less than Sixty-Five Thousand Dollars \$65,000.00 in annualized base, regular-time salary/wages at the time of their separation. that such Separation Supplement shall be pro-rated for part-time employees.; and
 - C. For a three-month period following separation, for those Eligible Employees who elect to receive benefits under COBRA, IRC will maintain payment of its share of the monthly premium for medical and dental coverages so that the Eligible Employee's cost does not increase during the three months, plus IRC will pay the 2% COBRA administrative fee during that period for such coverages;
5. All accrued vacation shall be paid out in the Employee's final paycheck whenever possible, but in no event later than in the first complete pay cycle after the discharge date.

Section 29.3: Recall rights are extended to Employees who are covered by this Agreement at the time of the layoff.

1. Employees maintain recall to their job classification unless it no longer exists, in which case they are eligible for the same or any lower wage group for which they are qualified.
2. The Employer will notify the Union of recall notices contemporaneously with their being sent to Employees.
3. Any Employee laid off shall be placed on the recall list for a period of one year.

Section 29.4: Upon recalling laid-off Employees, the Employer shall do so taking into account the same factors as used for the layoff (in accordance with Section 29.2.1, above).

Section 29.5: An Employee recalled to their former job classification shall receive their former rate of pay in addition to any wage increases applied to the job classification during the period for which they were on the recall list.

Section 29.6: The Employer will send recall from layoff notices by mail, phone, text, or email, based on the Employee's preference.

1. The laid-off Employee is responsible for notifying the Employer and the Union of any changes to their contact information.
2. Laid-off employees shall have up to five (5) working days after the date the Employer sent the recall notice to respond. A laid-off employee who fails to respond by 5:00 p.m. Eastern Time on the fifth (5th) working day after the date the Employer sent the recall notice shall be considered to have refused recall and shall forfeit all rights to their employment, including seniority rights.

Section 29.7: Laid off employees will have the option to elect COBRA continuation healthcare coverage, in which case they shall receive a "COBRA subsidy" for three (3) months (or until they are a participant in another group plan, whichever is sooner). A "COBRA subsidy" is the Employer's contribution to the monthly COBRA premium in an amount equal to the Employer's pre-layoff health insurance premium contribution.

Section 29.8: The Employer will provide access to their employee assistance program for three (3) months following a layoff.

Section 29.9: Worker Adjustment and Retraining Notification (WARN) Act Compliance Provision

Notification Requirement: In the event of any plant closing, mass layoff, or relocation as defined by the Worker Adjustment and Retraining Notification (WARN) Act and any applicable state "mini-WARN Act", the Employer agrees to provide written notice to affected employees, their representatives, and relevant government authorities in accordance with the requirements set forth in the WARN Act. Notice of layoff provided for in Section 29.2.3 above shall run concurrently with WARN Act notice.

Non-Waiver: Nothing in this provision shall be construed as waiving or diminishing any rights or remedies available to affected employees under the WARN Act or any other applicable law regarding mass layoffs, plant closings, and relocations (as defined in the WARN Act).

ARTICLE 30: SHORT-TERM EMPLOYMENT AND CONVERSION(TA)

Section 30.1: “Short Term Employees” are those Employees whose employment with the Employer is expected to end prior to their 6-month anniversary unless otherwise extended by mutual agreement between the Employer and the Union. All other employees shall be considered regular, non-term-limited unless otherwise permitted by this agreement.

Section 30.2: Short Term Employees who remain employed by the Employer beyond their 6-month anniversary shall be converted to regular, non-term-limited employees unless otherwise extended by mutual agreement between the Employer and the Union. All Limited Term Employees shall be converted to regular, non-term-limited employees immediately upon ratification of this agreement. The Employer shall, within 12 months, recode “limited term” Employees to “Regular” Employees in the HRIS system. The Employer may state in communications to external applicants and/or potential new employees that a position is likely to end within a certain time.

Section 30.3: Short Term Employees shall be subject to the probationary period in **Article Seniority**. Short Term Employees shall not be eligible for severance.

Section 30.4: Positions may be classified Short-Term only if the Employer has a reasonable basis to conclude, supported by identifiable factors upon request by the union that the position will end within six (6) months.

ARTICLE 31: BARGAINING UNIT VACANCIES (TA)

Section 31.1: The Employer shall make every effort to fill bargaining unit job vacancies (other than those to which Employees are subject to recall pursuant to **Article [X]**) with current employees who have the qualifications for the vacant position before hiring external candidates . An Employee shall not become eligible to apply for another role internally promotion until after ten (10) months of active employment in their current role unless waived or modified by mutual agreement.

In the event that the outcome of the competitive recruitment process yields two (2) or more equally qualified internal candidates (both of whom the Employer has determined to award the position over any external candidate), the Employee with the greatest seniority shall be offered the position.

Section 31.2: Offer Letters

1. The Employer shall furnish offer letters to prospective bargaining unit employees, aligning the terms and conditions of employment with those outlined in this Agreement and setting forth the start date no more than four (4) weeks from the date of the offer letter, unless mutually agreed to by the Parties.
2. The Employer will not require as a condition of employment that any bargaining unit employee enter into (a) a mandatory arbitration provision for employment claims not covered by the terms of this Collective Bargaining Agreement, (b) a post-employment non-competition agreement, or (c) a non-disparagement agreement.
3. The offer letter shall include a forty-eight (48) hour review period from the time the employee receives the offer, after which the offer shall expire.

Section 31.3: Job vacancies in each local Union office shall be emailed monthly via a link to the Employer's recruitment site. Vacancies for Bargaining Unit roles will not be available externally until they are posted internally on the Employer's intranet for ten (10) calendar days after which they will be available externally. The intranet posting shall include job title, salary band, physical location, full or part-time hours, the job title to which it reports and a reference number corresponding to an online listing of a brief description of job duties, including qualifications and necessary skills.

Section 31.4: All current Employees hired into a bargaining unit vacancy shall be placed on probationary period of forty-five (45) days ("Vacancy Probation Period"). In the event the Employee does not successfully pass the Vacancy Probation Period (in the sole discretion of the Employer), such Employee shall be given their former position or an equivalent position for which they are qualified if their former position is no longer available, at their last rate of pay in that former position and without loss of seniority. Return to their former position shall occur within 30 days after expiration of the Vacancy Probationary Period.

Section 31.5: When there is a temporarily vacant bargaining unit position in the Facility (due to employee departure, extended leave, promotion, etc.) and:

1. An Employee who is assigned, accepts, and performs substantially all of the duties of a vacant bargaining unit position in a higher job grade, which vacant position is expected to remain vacant for at least four (4) weeks, such Employee shall receive the greater of a 15% base wage increase or the minimum pay rate for the vacant position's classification; or
2. If more than one Employee is assigned, accepts, and performs to collectively perform substantially all of the duties of a vacant bargaining unit position in a higher job grade, such employees shall collectively receive the greater of a 15% base wage increase or the minimum pay rate for the vacant position's classification in proportion to the duties of the vacant position being performed
3. An Employee(s) who is assigned, accepts, and performs a material portion (but not necessarily a majority) of the duties of a vacant position in a higher job grade, which vacant position is expected to remain vacant for at least four (4) weeks, such Employee shall receive a 7.5% base wage increase.

Subsections 1 through 3) above shall apply also to vacant bargaining unit positions in the Facility for which an employee is assigned, and accepts, duties of that vacancy which has the same job grade as the assigned employee, except that the premium pay shall be 10% (rather than 15%) and 5% (rather than 7.5%).

If the vacant bargaining unit position was not expected to remain vacant for at least four (4) weeks but was, in fact, vacant for at least four (4) weeks (and Employee(s) performed the substantially or material duties for at least four weeks), the Employee(s) will be paid the applicable augmented rate or the wage rate of the vacant position, whichever is higher, retroactively to the first day Employee(s) performs such duties. No employee shall perform substantial or material duties of a vacant position for more than 6 months. Nothing herein shall require the Employer to assign substantially all or a material amount of the duties of the vacant position.

ARTICLE 32: RECLASSIFICATION (TA)

Section 32.1: Purpose and Principles

If an Employee believes that they have been assigned substantial, new, or higher-level responsibilities the Employee may request a review to determine whether they should be reclassified to a different job title and/or pay grade. Employees requesting a review shall provide sufficient information to detail that:

1. Their duties and responsibilities have materially increased or changed on an ongoing, sustained basis not contemplated by their written job descriptions;
2. The position's duties and responsibilities are substantially similar to another classification in a higher band and/or grade; and/or
3. A reorganization, new technology, or expanded scope of duties or responsibilities has materially altered the essence of the position.

Such information may include, among other things, examples of work, supervisory changes, comparison to benchmark positions. At the Employee's request, the employee and Union shall have the opportunity to meet with People & Culture and the Executive Director to discuss the request.

All such requests shall be reasonably reviewed by People & Culture in consultation with the relevant program staff in a timely manner. The Employer's review decision shall be final. The Employer's failure to adhere to the above process shall be arbitrable, but not the decision.

Section 32.2. Classification System and Transparency

The Employer shall maintain written descriptions of pay bands describing the scope, complexity, technical skills, people management responsibilities, and other competencies of the work. All job descriptions and pay band descriptions of bargaining unit positions shall be made available to the Union upon request. When new bargaining unit classifications or changes in the pay grading and/or banding structure are proposed, the Employer shall notify and meet with the Union prior to implementation.

Section 32.3. Effective Date and Pay Adjustments

Approved reclassifications shall be effective on the first day of the pay period following submission of the request, unless otherwise agreed.

ARTICLE 33: JOB DESCRIPTIONS (TA)

Within six (6) months following ratification, the Employer will provide written job descriptions not previously provided to the Union for all positions in the bargaining unit that clearly describe:

1. Job Title and Department
2. Job Grade
3. Requirements and Qualifications
4. The nature and responsibilities of the position;
5. Expected hours and schedule;
6. Travel expectations (including amount, frequency, and duration of travel), in accordance with **Article Business Travel**;
7. Job location (including remote or hybrid options, if applicable);

For the job description revisions described above (i.e., those provided to the Union within six (6) months following ratification), and thereafter for any material revisions to such job descriptions or for the creation of new job descriptions for new titles within the bargaining unit, the employer shall first provide a draft to the union. The Union shall have seven (7) calendar days to request bargaining. If bargaining is requested, the Employer shall not implement the job description until the parties reach agreement or lawful impasse. Bargaining shall commence within seven (7) calendar days of the Union's request and continue in good faith.

*Job descriptions for bargaining unit titles shall not include statutory supervisor duties.

**Upon completion of the above, the job descriptions will be added as an appendix to the respective local's contract.

All newly-hired employees will receive written job descriptions as part of their onboarding, and at any time upon request.

ARTICLE 34: NEUTRALITY (TA)

Section 34.1: Neutrality

1. The Parties agree that the eligible employees must be permitted to freely decide whether they desire representation by OPEIU and its affiliated local unions and that such a decision should be made without intimidation or coercion.
2. IRC agrees that its managers, supervisors, agents and/or representative will not take any actions or make any statements, that will directly or indirectly imply the IRC's opinion as to whether or not the employees should support the OPEIU or as to the reputation of the Union or any of its officers or affiliated local unions. IRC will not express, directly or indirectly, any opposition to employees choosing to be represented by or members of OPEIU, will not express an opinion for or against representation, and will not threaten, discriminate, interfere with, restrain, or coerce these employees regarding membership in the Union or participation in activities on behalf of OPEIU.
3. OPEIU agrees that its messages to employees regarding the choice of whether to unionize shall be in conformity with the Section 7 rights of employees under the National Labor Relations Act and non-coercive and non-intimidating. OPEIU shall not engage in personal attacks or make derogatory comments concerning the mission, motivation, leadership, or character of IRC, nor conduct any organizing campaign in a manner disruptive to IRC's business operations.
4. The Parties agree that they shall not conduct or support an anti-union or anti-employer campaign.
5. Neither OPEIU nor IRC will threaten, intimidate, discriminate against, retaliate against, or take any adverse action against, any employee to encourage or discourage support for union representation.
6. The Parties recognize that employees have the right to information that will assist in their decision and will have questions. Nothing in this Agreement shall preclude IRC or OPEIU from providing factual information to employees about wages, hours, and working conditions at IRC or elsewhere. Further, nothing in this Agreement shall preclude either party from responding to employee questions or correcting misinformation.
7. Upon request, each Party will provide to the other any written communications distributed to card-check eligible employees related to this Agreement or concerning the employee's choice of whether to be represented.

Section 34.2: Access

1. The Union may begin its organization of IRC employees at any time. Within five (5) business days following receipt of the notice of intent to organize IRC employees at any location, the Employer will furnish to the Union a complete list of such employees,

including full-time and part-time employees, showing their job classifications, departments, work schedules, wages, benefits, and residence addresses and telephone numbers of all employees. The Employer will provide updated lists of employees upon request by the Union.

2. OPEIU organizers and representatives will be permitted to enter any IRC office regardless of current unionization status to meet with employees during non-working time as set forth herein, upon reasonable notice and subject to space availability. The Employer shall provide a designated space (in each office) for the purpose of holding meetings with employees for up to two (2) hours (i) during the employees' scheduled lunch period or (ii) immediately after regular business hours. The Employer shall not deny requests without reason. OPEIU shall not make more than four requests in any calendar month, and no more than six requests in total per office per 12-month period. Nothing herein is intended to supersede **Article Union Representation**. Ordinary building access protocols shall apply to all visitors.
3. The Parties agree that such Union access shall not interfere with the work of employees, business operations of the office, or beneficiary care/client services.

Section 34.3: New Unit Card Check and Voluntary Recognition

1. Upon a showing of a majority interest of union-eligible employees who support being represented by the Union, the Employer will recognize OPEIU as the collective bargaining representative for eligible employees, under the following terms and conditions:
 - A. The Union and the Employer shall agree that the appropriate unit is a "wall-to-wall unit," meaning that the unit includes all full-time and regular part-time employees at the office, excluding managerial employees, third-party contracted employees, volunteers, confidential employees, guards, and supervisors as defined in the National Labor Relations Act. The classifications the OPEIU believes are eligible for purposes of the card check shall be provided to the employer within 5 working days of providing the showing of interest.
 - B. Upon request by the Union, in good faith based on the estimated eligible employees approximated above, that a majority of employees in one office, or in multiple offices that are in sufficient geographic proximity to one another that one multi-office bargaining unit is appropriate, desire Union representation, the Employer shall have five (5) business days to provide the Union two employee lists:
 - a. List A shall include the full names and job titles for all employees IRC believes are eligible for inclusion in the Bargaining Unit, which will be the eligibility list used for the card check.

- b. List B shall include the full names and job titles for all employees IRC believes are not eligible for inclusion in the Bargaining Unit, together with the reason for which IRC asserts each employee is not eligible (e.g., supervisor, manager, contractor, guard, confidential, temporary) (“challenged classifications”).
2. At any time after the commencement date of OPEIU’s organizing effort, if the Union believes, in good faith based on the estimated eligible employees approximated above, that a majority of employees identified on List A desire Union representation, the Union may demand a card check to confirm majority status, which will be completed within 7 calendar days of the request. Prior to the card check, the Parties will submit to the neutral third party (who shall be selected as set forth below) a copy of this Agreement and Article together with List A and List B, and the Union will send the neutral third-party PDF copies of the cards electronically signed by workers listed in List A and a signed affidavit confirming the validity of the electronically signed cards.
3. The parties agree shall agree on a neutral third party to serve as the neutral for purposes of conducting the card check. If the parties are unable to reach agreement on a third party, or the third party is not available within the allocated time frame, the parties will mutually agree to use a different mediator or arbitrator from the standard lists at FMCS or AAA. The card check will be conducted within 5 days after the agreement of the eligibility list in compliance with section 34.3.1.B. The neutral shall retain confidentiality of the cards.
4. The neutral will compare the electronically signed cards provided by the Union to the voter eligibility list provided by the employer. If a majority of eligible employees (50%+1) have electronically signed cards, the employer will recognize the Union and the Union will be certified by the neutral. The employer, the Union representative, and the neutral will all sign a certification document to that effect.
5. Following a finding of majority status:
 - A. Upon the Union’s request, the employer shall as soon as practical provide the Union with a list of employees in the recognized office(s), together with the home addresses, home and cell phone numbers, and personal email addresses (to the extent IRC has such information); and
 - B. IRC and the Union will also meet and confer as soon as possible to discuss the status of challenged classifications. The Parties shall first make good faith efforts to mutually agree to the status of these challenged classifications and second submit any unresolved disputes to mediation before commencing a proceeding in an appropriate forum for final disposition.
 - C. The Union at the new unit shall vote on ratification of the then-current, “national framework labor agreement” between OPEIU and IRC. Should that agreement be in active negotiation, the Union shall engage in coordinated bargaining with the

other OPEIU Locals involved in the national framework agreement. Should the agreement be active, the new unit shall vote to ratify in the process required by their respective OPEIU Local Union.

- D. If there is any issue not addressed in the “national framework labor agreement” that is of particularized concern to bargaining unit employees in the new unit, nothing herein precludes local bargaining over such subjects following ratification of the “national framework labor agreement.”
- E. Alternatively, following the ratification vote of the national framework agreement, if the office is in sufficient geographic proximity to one or more others that, together, constitute an appropriate multi-facility bargaining unit, the Union of the new unit may instead vote to join an existing unit and their respective Local Supplemental Agreement in addition to the “national framework labor agreement”.
- F. Should any law applicable to a new unit supersede the process herein, the parties shall modify the process as minimally as possible to comply with the law.

Furthermore, the Parties agree to meet to resolve all outstanding contested positions within 1 month of reaching tentative agreement.

ARTICLE 35: SUCCESSOR (TA)

In the event of a change in ownership of the Employer, or if the Employer enters into a sale, merger, or other transfer of ownership of the Employer's operations, this Agreement shall be binding upon the Union and the Employer and any successors thereof. Upon notice to the Employer, the Employer and the Union will engage in good faith collective bargaining over the effects of any ownership change. The Employer shall not use the sale, transfer, or any other mechanism to evade the terms of this Agreement. Nothing herein shall make the Employer liable for the failure of the new owner to abide by this provision (or any other action or inaction by the new owner).

DRAFT FOR REVIEW ONLY

ARTICLE 36: SEPARABILITY (TA)

In the event that any provision of this Agreement shall, at any time, be declared invalid by any court or governmental agency of competent jurisdiction or through statute, government regulations, rule, or executive order or decree (“Law”), such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. Further, the Parties agree to enter into good faith negotiations regarding the effect of such nullifications immediately for the purpose negotiating a replacement provision in accordance with the National Labor Relations Act that preserves as much as possible the Parties’ intent of the provision declared invalid; provided, however, that if the provision is declared invalid by caselaw that is reversed on appeal, then the provision declared invalid shall go back into full force and effect.

DRAFT FOR REVIEW ONLY

ARTICLE 37: PARKING (TA)

Section 37.1: Parking

At IRC offices in locations where onsite parking is ordinarily and customarily included in commercial leases, the Employer shall make reasonable efforts to ensure that IRC is allotted parking spaces under office leases. The Employer shall ensure that any such parking spaces included in office leasing are made available for use by Employees.

Section 37.2: Local Programs and Transit

The Employer shall make reasonable efforts to identify alternatives for staff parking, including but not limited to exploring whether affordable or free parking may be available nearby and participating in local programs that may provide discounted or tax-advantaged commuter benefits.. In locations where local government transit or commuter benefits programs are available, the local union and employer representatives agree to meet and discuss how the programs may be made available to local bargaining unit employees.

Section 37.3: Field Work Parking

Employees shall make a reasonable effort to utilize free parking whenever available when doing field work and otherwise abide by the Employer's Global Travel Policy. Should no free parking be available, the Employer shall reimburse 100% of reasonable parking lot or parking meter costs accrued by the Employee. Employees should avoid incurring parking tickets in the course of their work. In the event of an extraordinary circumstance occurring while providing a critical client service that results in an unavoidable parking ticket, IRC will reimburse the Employee for any assessed fine. Any request for such reimbursement must be made within one week of receiving the ticket.

ARTICLE 38: RATES OF PAY (TA)

Section 38.1: Base Wages

For the 2026 calendar year:

1. The Employer shall allocate to “base wage increase pools” (one pool for the bargaining unit employees in each Local Union) an amount equal to 3% of the collective base wages of the bargaining unit Employees “eligible to receive an increase” (which means Employees who commenced IRC employment before July 1 of the prior calendar year, e.g., Employees eligible to receive a 2026 wage increase are those employed before July 1, 2025);
2. Each bargaining unit Employee eligible to receive a base wage increase shall receive a minimum increase of 2.0% in base wages;
3. Base wage rate increases above the 2.0% minimum increase shall be allocated based on each eligible employee’s annual performance review and relative compa-ratio; provided, however, that bargaining unit Employees who received a “Meets Expectations” performance rating or above shall not receive less than a total 2.5% wage increase in their base rate;
4. Base wage increases shall be paid retroactive to January 3, 2026;
5. For the avoidance of doubt, the total “base wage increase pool” shall be paid out for each year;
6. Notwithstanding the definition of Employees “eligible to receive an increase,” above, *for 2026 only*:
 - A. Employees newly hired between July 1, 2025 and October 16 (“New Employee”) shall receive a 2.0% increase in base wages;
 - B. Employees recalled or rehired to IRC employment after October 17, 2025 under the terms of one of the Parties’ layoff Memoranda Agreements (“Recall Employee”) shall (i) receive a 2.0% increase in base wages and (ii) are eligible to receive an additional base wage increase pool if and only if they worked for IRC for more than 6 months in 2025; and
 - C. Any Employee who worked for at least 6 months during 2025 but had a break in IRC service because their work authorization expired and returned to employment between October 17, 2025 and January 14, 2026 (“Authorization Employee”), shall receive a 2% non-discretionary base wage increase for 2026.
 - D. In the event that an Employee qualifies both as a Recall Employee and an Authorization Employee, the Employee shall be treated as a Recall Employee.

For the 2027 and 2028 calendar years, effective the first pay period inclusive of January 1 of each year:

1. Each bargaining unit Employee eligible to receive a base wage rate increase (i.e., Employees who commence IRC employment before July 1, 2026 and July 1, 2027, respectively) shall receive a 1.5% base wage increase; and
2. In addition to the above, if IRC sets the base wage increase pool for non-bargaining unit employees at greater than 1.5% then IRC will match that percentage on the same terms provided to the non-bargaining unit employees. (The base wage increase pool is the “all staff” pool budgeted by IRC, Inc. management for United States-based employees.)

Section 38.2: Compa-ratio. In addition to base wage increases above:

1. For 2026 only, bargaining unit employees hired between July 1, 2025 and October 17, 2025 whose base wage rate is below the 90% compa-ratio shall receive an increase that brings their base wage rate to the 90% compa-ratio. Such increase shall be made in the first payroll following contract ratification;
2. In or about the end of the second quarter of calendar year 2026, after the 2026 3% pool is allocated, the Employer will increase the wage rate of any Employee whose salary places them below the 90% compa-ratio level so that the Employee is at the 90% compa-ratio level by no later than the second payroll date after the compa-ratio review is complete; and
3. No bargaining unit Employee’s wage may fall below the 90% compa-ratio level thereafter during the term of this Agreement.

Compa-ratio is a measurement of pay, using external data in the Employer’s reasonable discretion, that compares an employee’s salary to the midpoint compensation for the job grade of the role. Values are expressed as a percentage. No Employee’s compa-ratio shall be capped.

Section 38.3: Performance Reviews

- A. The Employer shall continue to conduct annual performance reviews.
- B. No later than 30 days after ratification, the Employer shall meet with each bargaining unit Employee whose FY 2025 performance evaluation was “met some expectations” to reassess the evaluation.

ARTICLE 39: REOPENER(TA)

The Union may demand to reopen negotiations over base wage rates for calendar year(s) 2027 and/or 2028 by providing written notice thereof during the month of September preceding the applicable calendar year. The parties shall negotiate in good faith, provided that the Employer shall not propose a guaranteed minimum base wage increase for each employee of less than 1.5%. The parties shall continue negotiating until they reach resolution or impasse. The no-strike/no lockout obligations of this Agreement shall continue through resolution or impasse, and neither party shall engage in strike, lockout, or other activity described in that article except upon 10 business days' notice.

DRAFT FOR REVIEW ONLY

ARTICLE 40: TERMINATION AND RENEWAL OF AGREEMENT(TA)

Section 40.1: This Agreement shall be effective as of [REDACTED] and shall continue in full force and effect up to and including [REDACTED], and shall continue from year to year thereafter unless either of the parties hereto shall give to the other sixty (60) days notice prior to its original termination date and prior to the end of any subsequent year of an intention to terminate the Agreement.

Section 40.2: In the event of an inadvertent failure by either party to give the notice set forth in Section 40.1 of this Article, such party may give such notice at any time prior to the termination or automatic renewal date of the Agreement. If notice is given in accordance with the provisions of this Section, the expiration date of this Agreement shall be the sixty-first (61st) day following such notice.

END.

DRAFT FOR REVIEW ONLY