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COLLECTIVE BARGAINING AGREEMENT

Between

Friends of Farmworkers d/b/a Justice at Work Pennsylvania and Justice at Work Staff Union

October 1, 2026, through April 30, 2031

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AGREEMENT, made and entered into as of this October 1, 2026, by and between Friends of Farmworkers, Inc. d/b/a Justice at Work Pennsylvania (hereinafter "Employer" or "JAW") and The NewsGuild of Greater Philadelphia, TNG-CWA Local 38010 (hereinafter the “Guild”), the sole bargaining representative of the Justice at Work Staff Union (hereinafter the “Union” or “JAWSU”).

ARTICLE 1: RECOGNITION/COVERAGE

Section 1.1. Recognition

JAW hereby recognizes the Union as the exclusive representative of all employees in the bargaining unit as described in Section 1.2.

Section 1.2. Bargaining Unit

This Agreement covers all of the following employees of JAW: all full-time and regular part- time Staff Attorneys, Leads, Post-Graduate Legal Fellows, Art Read, Paralegals, Accredited Representatives and Administrative staff.

Temporary employees hired for more than six months and law school graduates are also included if they are working in one of the eligible job categories. Temporary employees hired for less than six months and temporary paid student interns are not included.

Prior to the creation of a new position that is not addressed above, JAW will consult with JAWSU through the Labor Management Committee (“LMC”) concerning the job description for the new position and whether the position will be part of the Union. It is expected that non-supervisory new legal positions and positions that directly support legal work for clients or that predominantly perform work currently performed by JAWSU members will be included in the Union. It is expected that positions that directly support and report to JAW’s Executive team will not be included in the Union.

Section 1.3. Union-Member Employees

The term "Union-Member Employees" as used in this Agreement shall mean employees in the Union bargaining unit.

ARTICLE 2: UNION SECURITY AND DUES DEDUCTION

Section 2.1. Union Members in Good Standing

Bargaining unit employees on the effective date of this agreement shall remain Union-eligible as long as they remain in bargaining unit eligible roles. Any new employee in a bargaining unit eligible role is Union-eligible on the 31st day following their first day of work. The provisions of this Article shall be effective, implemented, and administered in accordance and consistent with applicable provisions of federal and state laws.

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Section 2.2. Dues

In compliance with all applicable laws and on the basis of individually signed voluntary check-off authorization cards provided to JAW by the Union, JAW shall deduct dues or fees equivalent to dues and assessments levied by the Union for the current month. These amounts shall be deducted from Union-Member Employees' wages and sent to the Union on a monthly basis.

Deductions will begin with the next full pay period following JAW's receipt of the check-off authorization. Attached hereto as "Appendix C" is a copy of the Union's Assignment and Authorization to Deduct Union Membership Dues.

ARTICLE 3: INFORMATION FURNISHED TO THE UNION

Section 3.1. Information Sharing

In July and January of each year, JAW will furnish the Union with the following information in connection with Union-Member Employees:

a. Name
b. Hire date
c. Job title
d. Rate of pay, whether hourly or salary
e. Effective date of any change in pay rate, if applicable
f. Work location

Confidential information about employees will always be provided by JAW via a confidential platform that complies with JAW's data governance policies. JAWSU agrees to take all reasonable care that all confidential or proprietary information provided by JAW (including financial, human resources, and other data), will be kept compliant with JAW's data governance policies.

Job descriptions will also be available to the Union by maintaining updated versions on the shared drive accessible to all staff. Updates will be saved in the shared folder within ten (10) business days of any change.

Section 3.2. Changes to the Staff

JAW shall notify the Union, the officers, and other Union-Member Employees appointed by the Union by email of:

1. New bargaining unit eligible employees, including all the information required in Section 3.1, to the extent JAW has it, within ten (10) days after the employee's start date.

2. Any resignations, terminations, retirements, and deaths of Union-Member

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Employees within ten (10) days after JAW's knowledge of such an event or, if a departing employee requests nondisclosure until a later date, then within ten (10) days of the requested date.

3. Any interns hired for longer than six months. Notice will include the length of the internship, and for what purpose or project they have been hired.

Section 3.3. Information to be provided by the Union

The Union shall maintain a list of its stewards and designated representatives (other than representatives appointed for a specific grievance or hiring process) on the shared drive at T:\Admin\JAWSU. The Union will update the list within ten days after the appointment of a new steward or designee.

ARTICLE 4: UNION RIGHTS

Section 4.1. Union Meetings

Up to four times per year and subject to availability and upon reasonable request by the Union, JAW, to the extent it does not interfere with JAW's organizational needs, shall provide physical space on its premises for meetings of Unit-Member Employees at mutually agreeable times. The time spent in Union Meetings is not compensable work time.

Section 4.2. Conduct of Union Business by Bargaining Unit Employee Representatives

Upon request by the Union, Union-Member Employees designated in writing as Union representatives or stewards shall be granted limited unpaid time off from work to conduct necessary union business not covered in Section 4.5. The Union's request for leave will be submitted as far in advance as practicable and leave requests shall be granted, to the extent it does not interfere with JAW's business needs. No more than two (2) Union-Member Employees shall be entitled to union business leave pursuant to this section at any time. The Union shall notify JAW in writing of all Union-Member Employee designees under this section. This paragraph does not apply to needs related to contract bargaining, which are covered by Section 4.3 below.

Section 4.3. Bargaining Committee

The bargaining committee, whose size may be up to four members designated by the Union, will be excused from work to participate in negotiations, including caucuses during bargaining sessions. That time will not be compensable work time. The Union shall notify JAW of the members of the committee prior to the commencement of negotiations. The Union retains the right to change the makeup of the committee during the negotiation process, as necessary.

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Section 4.4. Bargaining Unit Employees' Right to Representation Upon Request

A Union-Member Employee may request to schedule a meeting, which would occur outside of regularly scheduled supervisor meetings or performance evaluations, with the Union-Member Employee's supervisor or a member of management and with the presence of a JAWSU representative to address matters that implicate the Union-Member Employee's rights as a JAWSU member. Such meeting requests may be made to discuss matters, such as:

- the Union-Member Employee's job description or title, or responsibilities; or
- Discipline of the Union-Member Employee, as stated under Section 7.3.

JAW will grant such requests, unless it determines that the matter to be discussed does not implicate the matters identified above. If the request is granted, the Union-Member Employee, the JAWSU representative requested to attend, and the supervisor and/or management team member will find a mutually agreeable time, if feasible, within one calendar week of the request. The supervisor and/or management team member may also request the attendance of their supervisor or another management team member and will provide notice to the Union-Member Employee at least one business day in advance.

Section 4.5. Bulletin Boards & Communications Technology

To facilitate communication with Union-Member Employees, the Union shall be provided with suitable physical bulletin board space for the posting of notices and information concerning Union activities. Such physical bulletin boards shall be situated in locations where government legal notices and other announcements are posted.

The Union may use JAW's Microsoft 365 platforms, including Outlook and Teams, for general announcements about Union business but with the expectation that JAW's Leadership Team will have access to these accounts to prevent interruption in JAW's operations. For any Union business conducted on a separate platform that involves sharing of JAW's confidential or proprietary information (including financial, human resources, and other data), JAWSU will take all reasonable care to ensure confidential or proprietary information is kept in compliance with JAW's data governance policies. If use of a secure platform requires a paid subscription, JAW shall provide the Union with the funds required to procure such platform access.

Section 4.6. Use of Work Hours for Union Business

With the following exceptions, time spent on Union business is not compensable work time.

Union representatives or stewards shall be entitled to one (1) hour of paid time to participate in Orientation for each new hire in accordance with Article 24.

Union representatives shall be entitled to paid time to participate in scheduled meetings of the Labor Management Committee in accordance with Article 21.

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Union representatives or stewards shall be entitled to paid time to participate in scheduled disciplinary meetings as defined in Section 7.4 and meetings scheduled pursuant to Section 4.4 or Section 21.3.

Union representatives shall be entitled to paid time to participate in arbitration in accordance with Step 3 of Section 5.2.

Unit-Member Employees will accurately record work hours they are entitled to under this section as Matter Time — JAWSU Approved Time in Legal Server.

ARTICLE 5: GRIEVANCE PROCEDURE

Section 5.1. Grievance Definition

The Union shall designate two Union-Member Employees of its own choosing as Grievance Committee Spokespeople to take up with JAW or its authorized agent any matter arising from the interpretation, application, administration, or alleged violation of this Agreement (except renewal of this Agreement) ("grievance"). One of the Spokespeople will be designated by JAWSU to manage each individual grievance, and reasonable efforts will be made for that person to handle the matter from start to finish. Reasonable efforts will also be made to assign the same Spokesperson to handle successive grievances from the same Union-Member Employee. Reasonable efforts will also be made to assign the same Spokesperson to handle successive grievances on the same subject.

Section 5.2. Grievance Procedure

Step 1

Within twenty (20) business days after the Union-Member Employee knew or should have known of an event giving rise to a grievance, the Union or any aggrieved Union-Member Employee(s) shall notify the Executive Director or their designee in writing of the nature of the asserted violation, the provision(s) of the Agreement alleged to be violated, and the remedy requested. The Executive Director or their designee shall respond to the Union and any aggrieved Union-Member Employee(s) in writing within fifteen (15) business days.

Step 2

If the Union determines that the issue is not resolved in Step 1, the Union may initiate Step 2 of the process by making a request via email to the Executive Director or their designee within fifteen (15) business days of receipt of JAW's response in Step 1. The Executive Director or their designee shall meet with the assigned Spokesperson for the Grievance Committee and a representative of the NewsGuild of Greater Philadelphia (the "Guild").

JAW shall provide the Union with its answer to the grievance within ten (10) business days of such meeting. If the Union does not appeal the grievance to Step 3 within fifteen

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(15) business days after receiving that answer, the grievance will be deemed settled in accordance with JAW's answer.

Step 3

Within ten (10) business days of receipt of JAW's response in Step 2, if the issue is not resolved by JAW's response, the Union may submit a demand for binding arbitration. The demand for binding arbitration must be supported by a vote of the members of Union leadership and by the Guild's bargaining agent. If the group votes in favor of submitting a demand for binding arbitration, such demand shall be made in writing to the Executive Director or their designee and shall include an affirmative statement that the group has voted to submit such demand. On initiation of arbitration, the Federal Mediation and Conciliation Service (FMCS) will be asked to designate a list of 9 arbitrators from the National Academy of Arbitrators, and the arbitrator shall be selected by the Parties alternately striking names from the list until one name remains and that person shall be the arbitrator. All joint costs of such arbitration (for example, any FMCS fees, the fees and expenses of the arbitrator, and hearing room costs) shall be borne equally by the Parties.

Failure on the part of the Employer to answer a grievance at any step shall not be deemed acquiescence thereto, and the Union may proceed to the next step.

Section 5.3. Grievance Logistics

Please see Section 4.6 of this agreement for details about the use of work hours for Union business.

The time limits set forth in this Article may be extended by mutual consent of the Parties, in writing.

Section 5.4. Expedited Arbitration

Cases of suspension or discharge may be submitted to expedited arbitration under the Federal Mediation and Conciliation Service (FMCS) rules.

Section 5.5. Arbitrator's Award

The arbitrator shall have no power or authority to amend, alter, or modify this Agreement.

ARTICLE 6: HIRING AND PROMOTIONS

Section 6.1. Hiring/Internal Applicants

JAW shall notify all Union-Member Employees, by email, of any vacancy in an existing or newly created position it intends to fill. Such notice shall be provided at least ten (10) business days in advance of any external advertisement of the position. If an existing employee declares interest in a vacant position before it is externally advertised, JAW will notify the staff that an internal hiring process has been initiated and will interview the

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internal candidate prior to interviewing any external candidates provided that the internal candidate satisfies the minimum qualifications for the position. Only issues raised in the three (3) most recent annual performance reviews shall be taken into consideration in making a decision regarding a Union-Member Employee's promotion.

Qualifications for the position shall be posted. Applicants shall be chosen based on their qualifications, overall experience, skill, and job-related knowledge.

Where the qualifications of an internal applicant and an outside applicant are substantially equal, JAW will make a reasonable effort to prioritize the internal applicant. However, JAW shall retain the right to offer such a position to an outside applicant if JAW determines that such outside applicant better serves JAW's hiring objectives, including preferred physical location.

Where JAW is deciding between two internal applicants whose qualifications are substantially equal, seniority shall be given consideration.

If a Union-Member Employee is not awarded the position, upon the Union-Member Employee's request, JAW shall meet with the Union-Member Employee and, at the Union-Member Employee's option, a representative of the Union to discuss the reasons the employee was not selected. Upon the Union-Member Employee's request, JAW shall provide a written explanation as to why the Union-Member Employee was not awarded the position.

For each position for which JAW initiates a hiring process, JAW will form a hiring committee which will include a Union representative who is a member of the bargaining unit. Two Union-Member Employees may share that role, if the Union so chooses, but only one representative will participate in each interview or hiring committee meeting. The Union representative will participate in all interviews of external candidates and all meetings of the hiring committee except when internal candidates are discussed. The Union representatives will be permitted to review all materials considered as to external candidates. Following the second interview and reference checks, the Executive Director or their designee will communicate with all members of the hiring committee to review feedback and engage in final assessment of applicants before an offer is made. The Union representative will be permitted to share their impressions with the Union on the hiring process but will not share confidential information learned through the process.

For each hiring process for Executive Director or any management position that reports directly to the Executive Director (collectively, "Executive Leadership Positions"), any internal candidate who is selected for the final round of interviews will, at that point, be treated as an external candidate, meaning that for that final round of interviewing, the Union representative will be permitted to review all materials submitted by that candidate, participate in the final interview and to participate in any meetings to discuss the final interview with that candidate, and share their impressions with the Union.

For each hiring process, all Union members involved will receive 7.5 hours of PTO.

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The provisions of this Section will apply to the filling of both interim and permanent positions, but not to emergency vacancies, which is defined as when any existing position is vacated with less than two weeks' notice to JAW. In the event of an emergency vacancy, JAW will arrange for the immediate coverage of the duties for that position through temporary reassignment of other personnel, through hiring temporary or contract personnel for the position, or otherwise at its discretion. Within two weeks of learning of an emergency vacancy, JAW will determine and notify the Union as to whether JAW intends to eliminate the position, hire an interim employee for that position, or hire a permanent employee for the position. JAW's Board of Directors will prepare an updated succession plan for key management positions and will make the plan available in the shared drive.

Section 6.2. New Hires

Union-Member Employees shall be considered probationary employees for no more than ninety (90) days, during which they shall not be subject to Section 7.1 for purposes of discipline or discharge. New hires are entitled to a written review by their supervisor at the end of the probationary employment.

Section 6.3. Hiring Protocol

JAW will develop internal and external versions of hiring protocols for attorney, paralegal and administrative positions, and a hiring protocol for Lead positions. JAW will confer with the Union before adopting any hiring protocol by presenting a draft for discussion to the Labor Management Committee.

ARTICLE 7: DISCIPLINE AND DISCHARGE

Section 7.1. Just Cause

There shall be no discipline or discharge of a non-probationary Union-Member Employee without just cause.

Section 7.2. Gross Misconduct

As used in this Agreement, the term "gross misconduct" means conduct that goes beyond poor work performance and, based on a reasonable investigation: (a) intentionally or recklessly violates clear legal or professional standards; (b) threatens the safety of staff, clients or others with whom JAW employees interact; or (c) intentionally or recklessly puts JAW at risk of legal liability or loss of funding. Gross misconduct includes, but is not limited to the following:

- Intentional or reckless damage or abuse of JAW property or the property of other employees;
- Possession, sales, distribution, transfer, or use of illegal drugs while on JAW premises or while on JAW time (this does not include any drug used pursuant to a doctor's prescription);

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- Intentionally or recklessly falsifying JAW records;
- Physical violence or threats of physical violence in the workplace;
- Violation of JAW's discrimination or harassment policies in JAW's current Personnel Manual;
- Unwillingness to address impairment issues related to the influence of alcohol or drugs (this does not include any drug used pursuant to a doctor's prescription) in keeping with the Pennsylvania Rules of Professional Conduct Rule 1.16(a)(2) such that the impairment interferes with the quality of representation afforded JAW clients**;**
- Intentional unauthorized possession, use or sale of weapons, firearms, or explosive materials on work premises;
- Intentional or reckless unauthorized disclosure of confidential information;
- Criminal theft, criminal fraud, or criminal embezzlement in connection with JAW employment;
- Trafficking in persons or participating in acts that directly support or advance trafficking in persons, as defined by the U.S. Department of Justice (DOJ) or other funders;
- Illegally procuring a commercial sex act;
- Intentional violation of the Rules of Professional Conduct (for attorney staff); or
- Intentional violation of the applicable standards of the DOJ Recognition and Accreditation Program, as set by the DOJ (for DOJ Accredited Representatives).

Section 7.3. Notification to the Employee and the Union

Other than for gross misconduct, the Union and the Union-Member employee shall be notified in writing of the fact of and basis for discipline at least two (2) business days in advance of meeting with the employee. The employee shall be permitted to bring a JAWSU representative with them to any such meeting.

Section 7.4. Progressive Discipline

Except in the case of gross misconduct, discipline of a Union-Member Employee shall be applied progressively by JAW and shall be initiated within twenty (20) business days of the event(s), or the discovery of the event(s) giving rise to the discipline.

The steps for progressive discipline shall be as follows:

Step 1: Informal Verbal Warning confirmed by email

Step 2: Written Warning

Step 3: Final Written Warning

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Step 4: Termination or Resignation in Lieu of Termination

JAW must follow the steps of progressive discipline in sequential order (i.e., JAW must impose Step 1 discipline before imposing Step 2 discipline), provided, however, that Step 1 discipline and Step 2 discipline can be applied simultaneously in cases where the issue is serious enough that it requires immediate formal documentation.

JAW may suspend an employee with or without pay for a period of up to two weeks at any time after Step 3.

Where appropriate, Performance Improvement Plans may be used at any stage in this process, and with or without any disciplinary process having been initiated.

Section 7.5. Records of Discipline

Except with respect to a continuing pattern of similar conduct, any documents related to a Union- Member Employee's attendance violations and verbal warnings or coaching, shall not be taken into consideration one year after issuance, except that the warning or violation may be taken into account in the next performance evaluation whenever that occurs.

Any documents related to a Union-Member Employee's written warnings shall not be taken into consideration three (3) years after issuance.

Any documents related to a Union-Member Employee's suspensions, employee improvement plans, or disciplinary leaves of absence shall not be taken into consideration five (5) years after the issuance.

Following one (1) year from the date of any discipline, an employee may request in writing that a supervisor confirms that the issue has been rectified. If the issue has been rectified, the supervisor shall confirm, and such writing shall be placed in the employee's personnel file.

Section 7.6. Failure to Obtain or Maintain Bar Admission

For positions for which Bar admission is a requirement, if a law school graduate does not pass the Bar Exam at the first available sitting, they must retake the exam at the next available sitting. If the law school graduate remains unable to obtain admission to the Bar after the second attempt or is denied admission to the Bar for other reasons that cannot be resolved within a year of the lawyer's commencement of work at JAW, that will be grounds for termination from the position that requires Bar Admission. Exceptions to this requirement may be made for good cause.

ARTICLE 8: REDUCTION IN FORCE

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Section 8.1. Reduction in Force

For purposes of this Agreement, a "layoff" does not include (1) termination of employment as the result of discipline; or (2) termination of employment at the end of any term of employment that is defined at the outset, including but not limited to a postgraduate legal fellowship awarded for a set period of time.

Should JAW be required to lay off Union-Member Employees for operational or financial reasons, JAW shall notify Union-Member Employees and the Union at least sixty (60) days in advance of the scheduled layoffs and shall specify the Union-Member Employees to be laid off. JAW shall provide the Union with background information about the need for a layoff and reasons why each specific employee was chosen to be part of the layoff.

JAW shall make layoffs in inverse seniority order within classification except as necessary to optimize the skills and abilities required for the work of the organization, including but not limited to fluency in Spanish, and ability to practice employment or immigration law. During the notice period prior to a layoff, JAW and the Union will meet to discuss possible alternatives to layoff, as well as the list of employee(s) facing layoff and documents, including financial, that provide background information about the need for a layoff.

During the notice period, JAW shall accept voluntary resignations of Union-Member Employees in the classifications involved. The number of employees dismissed shall be reduced to the extent that the necessary payroll saving has been achieved by resignation.

Section 8.2 Financial updates

JAW will continue to provide all staff members with updates concerning the financial outlook for the organization on at least a quarterly basis, as is shared with the Board of Directors. These updates will include any known risk or anticipation of layoffs.

Section 8.3. Recall List

Laid off Union-Member Employees shall be placed on a recall list for up to twelve (12) months. Such employees shall remain on a recall list during such period until they are recalled, decline a written offer of recall, fail to provide a timely response to a written offer of recall, or fail to return to work on a timely basis after accepting a written offer of recall. Upon a vacancy, JAW shall send a notice by certified mail and email to the last known address and email address of all persons on the recall list who previously worked in a substantially similar role that the vacancy occurs. A copy of the notice shall also be emailed to the Union. If, within ten (10) business days of the date of the mailing, an employee fails to accept re-employment, the employee shall be removed from the recall list. In the event of a timely reply, JAW shall fill the vacancy from among those replies by Union-Member Employees who still meet all the requirements of the position and experience who are requesting employment in order of seniority. If an employee accepts re-employment but then does not return to work within twelve (12) business days of being notified by JAW that they have been selected to fill the vacancy, the recalled employee will forfeit the position and shall be removed from the recall list.

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Section 8.4. Other Dismissals

There shall be no dismissals in retaliation for putting this Agreement into effect.

ARTICLE 9: SENIORITY

Seniority is defined as the Union-Member Employee's continuous employment with JAW. A Union-Member Employee's seniority shall begin to accrue on the employee's first day of work with JAW, as either a bargaining unit or non-bargaining unit employee. Unless otherwise stated in this Article, Union-Member Employees shall accrue seniority credit while employed at JAW.

Union-Member Employees shall be deemed continuously employed by JAW and continue to accrue seniority while on leave of absence of six months or less from JAW or while temporarily employed by JAW in a non-bargaining-unit position.

Union-Member Employees who are laid off and are recalled at JAW within twelve (12) months shall retain seniority credit for previous years of employment and shall receive seniority credit for the months they were laid off.

Any Union-Member Employee who transfers to or is hired into a different department, unit, or program shall retain their seniority credit.

A former Union-Member Employee who is rehired for employment in a unit position after an absence from JAW or after serving in a non-Union position shall retain seniority credit for previous years of employment and resume their accrual of seniority on the first date of their return employment.

ARTICLE 10: PROFESSIONAL DEVELOPMENT AND EMPLOYMENT TRAINING

Section 10.1. Training

JAW shall encourage ongoing in-person and virtual training opportunities that enhance or strengthen the skills of Union-Member Employees in areas relevant to the individual's role at JAW and their development in that role. JAW is committed to the professional development of all members of the organization. We support the collaborative work of the Professional Development Committee in developing ongoing educational opportunities for JAW's staff and will provide financial support as JAW's staff capacity and budget permit.

Union-Member Employees may request, in writing, supervisor approval to attend additional trainings. The Supervisor shall provide a written response to the request and, if denied, include a reason for the denial. JAW may deny a Union-Member Employee's request to attend a training for reasons such as the Union-Member Employee has recently received comparable training; the training is not relevant to the individual's role at JAW;

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the training is of poor quality; the training is unreasonably costly to JAW; or the training does not meet the operational needs of the organization. In evaluating requests to attend trainings, JAW may also take into account whether a single Union-member Employee can attend and subsequently provide a report-back to other relevant staff, in lieu of multiple employees attending the same training.

Attorney Union-Member Employees shall make every effort to fulfill their annual Continuing Legal Education (CLE) requirements through the trainings offered by PLAN, other pre-approved free or low-cost CLE providers, or other pre-approved trainings outlined in this section.

JAW shall pay the registration cost for supervisor-approved trainings. Time spent at supervisor- approved trainings under this section shall be considered regular work time, and the expense policy shall apply for any associated travel expenses.

Section 10.2. Bar Licenses and Department of Justice Accreditation

JAW shall pay all dues and fees required for attorney Union-Member Employees to maintain their license to practice in any state in which they are required to practice by JAW, including costs of CLE requirements, consistent with the provisions of Section 10.1.

JAW shall encourage and support non-attorney Union-Member Employees interested in pursuing partial Department of Justice (DOJ) accreditation, where it meets JAW's staffing needs and where the interested non-attorney Union-Member Employees otherwise meet the requirements set forth in 8 C.F.R. § 1292.12. As JAW determines that it has openings for new DOJ Accredited Representatives, it will offer them to existing qualified non-attorney Union-Member employees in order of seniority. JAW shall pay for DOJ accreditation expenses, including travel associated with gaining and maintaining DOJ accreditation.

Non-attorney Union-Member Employees selected to apply for partial accreditation shall be permitted reasonably sufficient time to complete the Catholic Legal Immigration Network, Inc . (CLINIC) Comprehensive Overview of Immigration Law (COIL) or comparable course and meet the application requirements.

Time spent at supervisor-approved trainings under this section shall be considered regular work time, and the expense policy shall apply for any associated travel expenses. Costs incurred as part of this section are subject to the allocation limit outlined in Section 10.1.

Section 10.3. Professional Memberships

JAW shall pay for Union-Member Employees' memberships to up to four professional associations that are related to the Union-Member Employees' job responsibilities, of the Union- Member Employee's choice, subject to approval from the Executive Director or their designee.

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Section 10.4. Professional Development Plan

In line with Sections 1-3 of this article, each Union-Member Employee and their direct supervisor shall create a professional development plan with measurable goals and clear tactics that will advance the development of the Union-Member Employee's role at JAW. The Union- Member Employee and their supervisor shall track progress and reassess goals and/or tactics as needed at the Union-Member Employee's annual evaluation. For new employees, a professional development plan shall be created at the first employee evaluation.

ARTICLE 11: ACCESS TO PERSONNEL FILES

Section 11.1. Maintenance of Files

JAW shall maintain personnel records, which include a Union-Member Employee's application materials, a job description for the position, compiled performance reviews, and formal disciplinary records.

Section 11.2. Union-Member Employee Access To Files

Union-Member Employees have the right to access and to retain copies of their official personnel files within ten (10) business days of a written request to JAW. Responses to employee requests are subject to one (1) reasonable extension based on administrative capacity and operating obligations. Employees have the right to have their written responses to any material related to discipline or job performance in the official personnel file attached to the material.

ARTICLE 12: HOURS AND OVERTIME

Section 12.1. Work Week

A standard work week shall consist of 37.5 hours, Monday through Friday, though Union- Member Employees may be required to work weekends or longer hours during the week to meet client needs. These schedule changes are further addressed in Section 12.2. A pay period shall consist of seventy-five (75) hours. All Union-Member Employees shall be entitled to propose a nonstandard work schedule to their supervisor and the Executive Director (or their designee) subject to the following restrictions and qualifications:

- Internal group meetings will generally be scheduled between 10a and 2p. All Union-Member Employees shall be available during this time on working days. Individual meetings with Union-Member Employees will be scheduled depending on availability, but generally between 9a and 5p.

- Union-Member Employee availability between 9a and 5p shall be reflected in their Outlook calendar.

- Union-Member Employees shall be expected to timely respond to phone calls, emails,

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and other communication regarding client matters or urgent organizational needs during regular business hours, regardless of their regular schedule.

The Executive Director or their designee shall have final approval of the Union-Member Employee's proposed work schedule, in consultation with the Union-Member Employee's direct supervisor. Approval of a proposed work schedule shall not be unreasonably withheld, provided the Union-Member Employee is able to meet operational needs, including conducting intake 9:00 am to 5:00 pm on their scheduled intake day (or an equivalent intake shift if there is an organizational change to the intake structure) or arranging for alternative coverage; and is able to attend meetings required of their role. Temporary deviations from an employee's regular schedule shall be permitted in extenuating circumstances and upon approval by the employee's supervisor.

JAW will make every effort to honor a Union-Member Employee's preferred schedule while reserving the right to permanently or temporarily modify the Union-Member Employee's preferred schedule to meet staffing and operational needs. In the event JAW determines that a modification of a Union-Member Employee's schedule is necessary to meet staffing or operational needs, JAW will provide notice of at least one week, unless emergent circumstances prevent such advanced notice.

An employee's compensation, benefits, and work status shall not change as a result of their designated work schedule hours, provided there is no change to the total number of hours worked.

Section 12.2. Flex Time

Exempt Union-Member Employees shall be entitled to use flex time, in coordination with their supervisor, within a single allocations period.

Non-exempt Union-Member Employees may use flex time, in coordination with their supervisor, within a single allocations period , provided that they do not work more than 40 hours in a week. This section is not intended to govern situations where a supervisor directs a non-exempt employee to work more than 40 hours a week as provided for in Section 13.5.

Use of flex time will generally be approved where the Union-Member Employee was expected to work beyond a regular 7.5-hour workday to meet client or organizational needs and where the use of flex time does not interfere with operational needs.

Where a Union-Member Employee is required to work additional hours beyond 37.5 hours in the final week of an allocations period, that employee should work with their supervisor to arrange for an appropriate schedule adjustment to compensate for the additional hours. This paragraph is intended to apply to unusual circumstances, such as unexpected external deadlines or other unplanned or additional work. Schedule adjustments pursuant to this section shall not be unreasonably withheld.

The Director of Operations and Compliance will post dates of allocations period as a banner on the timekeeping page of LegalServer for staff's information on when using flex

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time is possible under this section.

Section 12.3. Telecommuting

Telecommuting is defined as performance of job responsibilities from a remote location on a regular basis.

Union-Member Employees shall be entitled to telecommute all but 15 hours per week, as long as the Union-Member Employee is able to fulfill their job responsibilities. Individual exceptions increasing the number of telecommuting hours may be made by the Executive Director or their designee with the recommendation of the Union- Member Employee's direct supervisor. The Union-Member Employee shall generally be entitled to elect the hours for which the employee telecommutes, so long as telecommuting does not interfere with JAW's operational needs or responsibilities to clients. While telecommuting, Union-Member Employees are expected to be productive, accessible, and responsive to work needs and communication in accordance with their regular schedule as approved by the Executive Director or their designee with the recommendation of the Union-Member Employee's direct supervisor.

Unless an individual exception is made by the Executive Director or their designee, Union- Member Employees shall be permitted to provide JAW with up to two (2) addresses within Pennsylvania and New Jersey that can be used for telecommuting without prior approval.

Union-Member Employees may request permission to telecommute from any location of their choosing, including locations outside of the contiguous United States. Individual exceptions modifying the location of work may be made by the Executive Director or their designee with the recommendation of the Union- Member Employee's direct supervisor; such exceptions will not be unreasonably denied.

Consistent with the organization's expectations of information security for employees working at the office, telecommuting employees will be expected to ensure the protection of confidential information. Telecommuting employees must have a private place to make client calls. Physical client files cannot be taken out of the JAW offices, including to the Union-Member Employee's home, except as required for an appearance before an administrative body or court. Digital files cannot be removed from JAW-owned equipment.

Union-Member Employees shall be entitled to "flex" telecommuting hours over a 30-day period. For example, if an employee works 22.5 hours in the office during a particular week, the employee may choose to work 7.5 hours in the office during a subsequent week no more than 30 days after the day when the additional in-office hours were initially worked.

Section 12.4. Telecommuting Equipment and Accommodations

JAW shall provide Union-Member Employees equipment required to perform their regular job duties while telecommuting within one (1) week of the start of their

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employment. The equipment shall include equipment necessary for a telecommuting arrangement including but not limited to a keyboard, mouse, external monitor, printer/scanner, smartphone, and standard office supplies. Additional equipment may be requested, including as part of a reasonable accommodation of a disability.

Section 12.5. Overtime

In general, JAW may require non-exempt employees to work overtime to meet organizational needs. An employee who believes that overtime work will be needed is required to provide as much advance notice as reasonably practicable so that JAW can decide whether to authorize the work. No Union-Member Employee shall work overtime without prior written authorization (including electronic) from the appropriate person(s) designated by JAW, except when needed to handle a work- related emergency at the end of their workday when their supervisor is unavailable to approve overtime.

If asked and/or authorized to work overtime, non-exempt employees will be compensated at one and one-half (1.5) times their regular hourly rate for every hour worked that exceeds forty (40) hours in a given work week, which will be calculated by dividing their regular weekly pay by 37.5.

No leave hours are counted as work hours in the calculation of forty (40) hours necessary to qualify for overtime pay.

Section 12.6. Assignments Out of the Office

The time required to travel to and from an assignment out of the office shall be considered work time and is compensable.

Section 12.7. Part-Time Union-Member Employees and Work Hours

Part-time Union-Member Employees must establish a regular work schedule in consultation with their supervisor and the Executive Director (or their designee), subject to the same conditions, restrictions and qualifications that apply to full-time Union-Member Employees under Section 12.1. Exempt part-time Union-Member Employees shall be entitled to use flex time subject to the same conditions, restrictions and qualifications that apply to full-time Union-Member Employees under Section 12.2. Part-time Union-Member Employees shall be entitled to telecommute subject to the same conditions, restrictions and qualifications that apply to full-time Union-Member Employees under Section 12.3, except that they must work in the office at least fifteen (15) hours per week unless a different schedule is approved by their supervisor and the Executive Director or their designee.

ARTICLE 13: HOLIDAYS

Section 13.1. Holidays

JAW offices will close on JAW-designated holidays and all employees will be paid regular pay for the day. Designated holidays that fall on a Saturday will be observed on

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the previous Friday and those that fall on a Sunday will be observed on the following Monday. All other designated holidays will be observed on the day that they fall. The JAW-designated holidays are:

a. Martin Luther King's Birthday holiday
b. Presidents' Day
c. May Day
d. Primary Election Day (Spring)
e. Memorial Day
f. Juneteenth
g. Independence Day
h. Labor Day
i. Día de la Raza (otherwise known as Columbus Day)
j. Veteran's Day
k. Election Day (Autumn)
l. Thanksgiving Day
m. National Native American Heritage Day
n. Year-End Break (12/24 -1/1)

If a holiday occurs during an employee's approved time off, whether PTO, sick leave, or other approved leave, the day will be paid as a holiday and will not be deducted from the employee's PTO, sick leave, or other approved leave time.

Part-time employees will be paid at their regular rate for holidays that fall on days that they are scheduled to work (see Section 12.7). Part-time employees will be paid at their regular rate for the Year-End Break at a rate that reflects the number of hours they are scheduled to work as compared to a 37.5-hour work week (e.g., an employee working half time will be paid for half the hours that full-time employees are paid for the Year-End Break).

Section 13.2. Early Release

At its discretion, JAW may close the office early on the day before a holiday weekend. If JAW announces early closing for the holiday, that additional time off will not count against any employee's PTO.

Section 13.3. Holiday Exchange

Each Union-Member Employee may, with advance notice to their supervisor, identify up to three days per calendar year designated as a holiday when they will choose to work the day instead of taking the day off in exchange for an additional day of PTO. The employee will receive regular pay for both the holiday they work and the additional day of PTO. Otherwise, employees will not receive holiday pay or other extra compensation if they choose to work on a designated holiday in the absence of a request by their supervisor.

Section 13.4. Payment for Work on Holidays at the Request of Supervisor

If a non-exempt Union-Member Employee is asked by a supervisor to work on a

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designated holiday, that employee will receive holiday pay, which is two (2) times the employee's regular rate. Holiday pay is based on a 7.5 hour day for full-time employees. A half day holiday is 3.75 hours for full-time employees. Paid holiday time does not count as time worked for purposes of calculating the number of hours worked toward overtime. An exempt employee who is required to work on a recognized holiday will receive PTO hours equal to the number of hours they worked during the holiday.

ARTICLE 14: REGULAR PAID TIME OFF

Section 14.1. Paid Time Off

Full-time Union-Member Employees will be entitled to paid time off (PTO), which will accrue as set forth below. If a Union-Member Employee is approved for part-time work, that employee will receive PTO at a rate that reflects the reduction in their expected work week (e.g., an employee working half time will receive half the PTO set forth below). Union-Member Employees who are hired with the expectation that they will work part time will receive PTO that reflects the number of hours they are scheduled to work as compared to a 37.5-hour work week, if they are scheduled to work at least twenty-one (21) hours per week. Union-Member Employees who are hired with the expectation that they will work fewer than twenty-one (21) hours per week will be entitled to three (3) days of PTO per year and will not receive additional PTO.

An employee on an unpaid leave of absence will not accrue PTO while on unpaid leave. Interns are not eligible to accrue PTO unless required by law.

Section 14.2. Rate of Pay for PTO

PTO pay is based on a 7.5 hour day for full-time employees. A half-day PTO is 3.75 hours for full-time employees.

Section 14.3. Accrual of PTO for Full Year Employees

All Union-Member employees who are full-time as of their hire date and/or anniversary date will receive at that time the full amount of PTO to which they are entitled for that service year, based on their completed years of employment as set forth in the table below. Union-Member employees who are part time as of their hire date and/or anniversary date will receive at that time a prorated amount of PTO that reflects the number of hours they are scheduled to work as compared to a 37.5-hour work week, if they are scheduled to work at least twenty-one (21) hours per week:

Year of Employment	Total PTO Days (Annual)
1	17
2	20
3	23

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4+	25

Section 14.4. Use of PTO for Probationary Employees

New employees in a probationary period may use up to two (2) days of their accrued PTO with approval from their supervisor. Any additional time off for new employees must be specifically authorized by the Executive Director or their designee.

Section 14.5. Accrual of PTO Year to Year

Any accumulated paid leave time over fourteen (14) days, exclusive of sick time, will be forfeited if not used within six months following each Union Member's anniversary.

Section 14.6. Unused PTO Upon Termination of Employment

Departing employees (or the employee's estate in case of death) will be paid for unused PTO, up to a maximum of seven (7) days, defined as 52.5 hours for full-time employees. In computing the amount of pay due, JAW will be allowed a credit for any time during which the employee did not work but was paid pending final resolution of a grievance, but only if that grievance was resolved in JAW's favor or the employee left before the grievance was resolved.

Section 14.7. PTO Scheduling and Approval

Employees who need to take an unplanned absence from work must notify their supervisor as soon as practicable of their need to be absent. Failure to report will subject the Union-Member Employee to discipline unless good cause is shown. Any employee who is absent from work for five consecutive workdays without notice to and approval from JAW will be considered as having abandoned their job, regardless of whether they have sufficient PTO to cover the time and will be discharged for gross misconduct unless they can demonstrate good cause for not providing notice.

Planned PTO longer than two consecutive days may only be taken with the prior approval of employee's supervisor. Approval shall not be unreasonably withheld. Any use of paid leave that will result in negative leave accrual hours must be approved by the Executive Director or their designee and is at that decision-maker's sole discretion.

PTO must be taken so as to ensure the continued functioning of the office and the continued representation of our client population. Union-Member Employees must, in collaboration with their supervisor, make advance coverage plans for their planned PTO.

ARTICLE 15: OTHER PAID AND UNPAID LEAVE

Section 15.1. Sick Leave and Mental Health Days

Full-time employees are entitled to take fourteen (14) sick days off with pay per year. Sick leave accrues at the rate of 8.75 hours at the end of each calendar month of employment. New employees beginning employment before the 15th of the month will

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begin accruing sick leave in the month they are hired. New employees who start on or after the 16th of the month will not accrue sick leave until the following month but will be advanced four (4) hours of paid sick leave if they need it before they accrue leave. Employees who use sick leave must notify their supervisor. Failure to give notice may result in discipline unless good cause is shown.

Sick leave accrued by Union-Member Employees under the Personnel Policies in effect as of the date that this Agreement is signed and that is documented in Legal Server will be preserved. Sick leave accrued by Union-Member Employees as of the date that this Agreement is signed will be subject to the same rules as sick leave accrued after the date that this Agreement is signed.

If a Union-Member Employee is approved for part-time work, that employee will accrue sick leave at a rate that reflects the reduction in their expected work week below 37.5 hours per week (e.g., an employee working half time will accrue sick leave at half the rate set forth above).

Union-Member Employees who are hired with the expectation that they will work part-time will accrue sick leave and PTO at a rate that reflects the number of hours they are scheduled to work as compared to a 37.5-hour work week.

Unused sick leave accrued may be accumulated year to year with a maximum of twenty (20) days at any given time. Once the maximum of twenty (20) days is reached, the employee will not accrue additional sick leave unless they use sick leave, such that their balance does not exceed twenty (20) days. Sick leave accrued but not used at termination of employment will not be compensated and will be forfeited.

An employee who reports to work appearing sick or unable to perform their duties may be sent home by a supervisor. The employee may telecommute for the rest of the day. JAW may require a certificate of fitness to return to the office or evidence that an employee is not contagious if that is a reasonable requirement under the circumstances.

If that employee has exhausted their sick leave and PTO, they will not be paid for time out while sick until eligible for short-term disability.

In lieu of unpaid time off, JAW may, at its sole discretion, instead decide to advance sick leave or PTO to the staff member to cover the absence.

Union-Member Employees may use accrued sick leave for:

- An employee's mental or physical illness, injury, or health condition; an employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; an employee's need for preventive medical care;
- In-person care of a family member or household member with a mental or physical illness, injury or health condition; care of family member or household member who needs medical diagnosis, care or treatment of mental or physical

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illness, injury, or health condition; care of a family member or household member who needs preventative medical care; or care for pets that need preventative or emergency veterinary care.

- Sick leave may be used as bereavement leave if the employee needs more than the bereavement leave otherwise provided for in this Agreement.

Section 15.2. Parental Leave

An employee is entitled to take up to six (6) months of leave at any point within the first year following the birth of a child, adoption of a child, placement of a foster child, or placement of a legal ward for which the employee acts as a parent. Such leave must be taken on consecutive workdays and on a full-time basis, unless in their discretion the Executive Director or their designee approves a temporary period of part-time work as part of such leave.

The employee should provide thirty (30) days' notice (or as soon as practicable when 30 days' notice is not practicable), of the intent to take parental leave, specifying the proposed starting and return dates. All insurance benefits will be continued during the period of parental leave. Such leave will be unpaid except that: (1) employees who have been with JAW for at least one year prior to taking a parental leave will get eight (8) weeks of paid leave in addition to any short-term disability leave for which they qualify; and (2) employees may use any accrued PTO or sick leave toward their parental leave, up to a total of six (6) months.

A pregnant employee who is unable to work in the period before or after birth may be eligible for short-term disability on the eighth day of the medically documented absence. The maximum benefit period for short-term disability is thirteen (13) weeks, as indicated by the employee's doctor.

Section 15.3. Inclement Weather

This section will apply to weather events occurring after, not before, the signing of this Agreement.

In the event of inclement weather, JAW will determine whether to close one or both offices. In the event of an office closure, the Executive Director or their designee will notify the entire staff of that office by text to the entire staff no later than 7:30 AM. If an office is closed for inclement weather, the Union-Member Employees who work in that office will be expected to telecommute while the office is closed unless they meet the requirements for requesting administrative leave set forth below. Telecommuting as a result of an office closure will be in addition to any regular telecommuting schedule that has been approved for the Union-Member Employee pursuant to Section 12.3.

The following procedures will apply whenever employees may be prevented from traveling or prevented from working on account of inclement weather, regardless of whether JAW offices remain open or closed.

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Safety in inclement weather when offices remain open: Union-Member Employees shall be entitled to telecommute on any day that they believe they cannot safely travel to their office as a result of inclement weather. Telecommuting to avoid unsafe travel due to inclement weather will be in addition to any regular telecommuting schedule that has been approved for the Union- Member Employee pursuant to Section 12.3.

If a Union-Member Employee needs to telecommute due to weather on a day they would otherwise be in the office or at an in-person meeting or event, they shall notify their supervisor of their need to telecommute as soon as practicable and identify and offer a plan to address any interruption in client services or organizational duties that could result from the Union-Member Employee's inability to travel.

Administrative leave resulting from inclement weather: A Union-Member Employee may be unable to travel to their office and also unable to telecommute for weather-related reasons, including loss of power and/or Internet access due to weather, or if the school or childcare facility their child attends is closed for weather related reasons and the Union-Member Employee is unable to work while caring for their child and also does not have access to alternative child- care. In such a circumstance, the Union-Member Employee must notify their supervisor as soon as practicable of their inability to work, the reason and time-frame during which they are unable to work that day and request administrative leave to cover the period of time they are unable to work for weather-related reasons. Administrative leave can also be requested to cover a short- term inability to work, such as when the school or facility the Union-Member Employee's child attends announces a delayed start due to inclement weather. In connection with the request for administrative leave, the Union-Member Employee must identify and offer a plan to address any interruption in client services or organizational duties that could result from the Union-Member Employee's inability to work. A request for administrative leave made under these circumstances will not be unreasonably denied.

Section 15.4. Exam Preparation Leave

Union-Member Employees are entitled to up to two (2) consecutive weeks' paid leave to study for a licensing exam directly related to their work at JAW other than the Pennsylvania Bar Exam. An employee may request to combine their Exam Preparation leave with PTO, where the extended absence would not interfere with the employee's job or responsibilities and with the ongoing operation of the program. Such requests will not be unreasonably denied.

JAW may permit a Union-Member Employee to work reduced hours for up to four (4) weeks prior to a scheduled licensing exam so that they can work part-time and study part-time. Any such arrangement must be approved by the Executive Director or their designee and is at that decision-maker's sole discretion.

Section 15.5. Bar Exam Preparation Leave

Eligibility: This policy applies to part-time and full-time Union-Member Employees who have been employed by JAW for at least one year and who intend to take the

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Pennsylvania Bar exam to become licensed attorneys in Pennsylvania and to full-time Union-Member Employees who have been hired for a position that requires a law degree, have taken the Pennsylvania Bar exam once before starting work at JAW and need to retake it. Additionally, this policy applies to individuals hired by JAW to positions requiring a license to practice law in Pennsylvania who are admitted to the Bar in other states or who have earned a J.D. but not yet been admitted to the Bar of any state and (2) are ineligible to waive into the Pennsylvania Bar (currently under 204 Pa. Code § 311).

An eligible Union-Member Employee is entitled to up to six (6) consecutive weeks of paid leave prior to the Pennsylvania Bar Exam. An employee may request to combine their Bar Exam Preparation leave with PTO, where the extended absence would not interfere with the employee's job or responsibilities and with the ongoing operation of the program. Such requests will not be unreasonably denied. If the Union-Member Employee takes but does not pass the licensing exam the first time, the same leave is available for one subsequent attempt. If the Union-Member Employee does not take the scheduled licensing exam after taking leave, no leave will be granted for a subsequent attempt, unless the Union-Member Employee provides medical documentation or other proof that the failure to take the exam was not within their control. The Executive Director or their designee will decide whether to authorize a second leave under such circumstances. Permission to take a second leave will not be unreasonably withheld.

Union-Member Employees must submit a written request for Bar Exam Preparation Leave to their supervisor at least four (4) months before the intended start date of the leave (except those who have taken the Pennsylvania Bar exam before starting employment and need to retake it, in which case the request to take leave must be made within two weeks of the Union-Member Employee learning that they need to retake the exam); the request must specify the date of the exam and the date the employee expects to return to work. Absent prior arrangement or illness, the Union-Member Employee is expected to return to work promptly after the exam.

JAW may permit a Union-Member Employee to work reduced hours for up to eight (8) weeks prior to a scheduled Pennsylvania Bar Exam so that they can work part-time and study part-time. Any such arrangement must be approved by the Executive Director or their designee and is at that decision-maker's sole discretion.

Section 15.6. Salary and Benefits while on Exam or Bar Exam Preparation Leave

While a Union-Member Employee is on Exam Preparation Leave pursuant to Section 15.3 or Bar Exam Preparation Leave pursuant to Section 15.4, they will continue to receive their regular salary and benefits, including health insurance and other applicable benefits. While a Union-Member Employee is on Exam or Bar Exam Preparation leave, they will continue to accrue sick leave and PTO at their usual rate. If a holiday occurs during an employee's Exam or Bar Exam Preparation leave, the day will be paid as part of the leave and the leave will not be extended by the number of holidays that occur while the employee is on leave.

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Section 15.7. Sabbatical Leave

Purpose. Sabbatical leave is granted to aid in the retention and rejuvenation of staff members who have made significant, long-term contributions to JAW.

Eligibility. An employee who has completed seven (7) years of employment with JAW (the "Eligibility Period") is eligible to request sabbatical leave, but that leave must be served within three years of the date the employee becomes eligible for sabbatical leave. Time during an approved leave of absence counts toward the Eligibility Period. An employee who completes a second or subsequent Eligibility Period, calculated from the date they became eligible for a previous sabbatical, is eligible to request a second or subsequent sabbatical leave, but a second leave must be completed within three years of the second eligibility date, and so on for any subsequent leaves. Sabbatical leave that is not taken within three years of the employee becoming eligible for that leave is forfeited. Unused sabbatical leave does not carry over to a subsequent Eligibility Period and will not be paid out upon separation from employment.

Length and Scheduling of Sabbatical. Eligible employees are entitled to seven (7) weeks of paid sabbatical leave per Eligibility Period. An employee may take their sabbatical leave in one continuous period or in a maximum of two (2) separate blocks, provided that each block is no less than two (2) consecutive weeks in duration. Requests to split sabbatical leave are subject to the same approval process described for sabbaticals generally below and must not interfere with the ongoing operation of JAW programs. These terms also apply to employees who have worked part-time for all or part of their full Eligibility Period.

Compensation during Sabbatical Leave. To determine the appropriate rate of pay during a sabbatical leave, the average of any different full-time equivalent ("FTE") schedules an employee has worked during the Eligibility Period (e.g., 50%, 80%, 100%), weighted for the amount of time spent working in that schedule, will be calculated (the "Sabbatical FTE"). Sabbatical leave will be paid at the employee's regular rate of pay in effect on the first day of eligibility times the Sabbatical FTE. For example, if an employee was 100% FTE during the first three-and-a half years and 80% FTE during the second three-and-a-half years, their Sabbatical FTE would be 90%. Therefore, for the weeks covered by their sabbatical, this employee would receive 90% of their FTE in effect on the first day of eligibility. If the Union-member employee takes PTO in conjunction with their sabbatical, the time covered by PTO will be paid at their regular rate of pay.

All employment benefits will continue during sabbatical leave, subject to the terms of the applicable benefits policies and plans.

Application and Approval. An employee wishing to take sabbatical leave must submit a written request to the Executive Director no less than four (4) months prior to the proposed start date of the leave. The request must include: (a) the proposed dates of leave; and (b) if the employee is requesting split sabbatical leave, the proposed dates of each block. The Executive Director or their designee, in consultation with the Executive Committee of the Board of Directors, shall approve or deny the request within a

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reasonable time of receipt. Requests for sabbaticals will be freely granted absent extenuating circumstances. Where a requested time period conflicts with program or operational needs, the Executive Director will work with the employee to identify an alternative schedule. Only one sabbatical will be approved for program staff at a time so that sabbaticals do not overlap.

Combination with PTO or other leave. An employee may request to use accrued PTO immediately before or after a period of sabbatical leave, provided that the combined absence does not exceed a total of eight (8) weeks, does not interfere with the employee's job responsibilities or the ongoing operation of JAW programs, and subject to the approval of the Executive Director. When there is a specific need to do so, Union-Member Employees may request permission to add a period of unpaid leave immediately before or after a period of sabbatical leave (or sabbatical leave combined with PTO, as provided above). Individual exceptions allowing the use of unpaid leave in conjunction with sabbatical leave may be made by the Executive Director or their designee with the recommendation of the Union- Member Employee's direct supervisor. Approval of such requests will depend on the length of the proposed absence and the anticipated impact on the employee's job responsibilities or the ongoing operation of JAW programs.

No work for JAW or use of JAW resources during Sabbatical. During Sabbatical Leave, employees shall not perform work for JAW clients or otherwise on behalf of JAW and must not use JAW resources, including email and either hardware or software provided for JAW work for the employee's personal activities.

Section 15.8. Bereavement Leave

Union-Member Employees are entitled to up to four (4) paid regular working days for the death of an immediate family member or other individual with a significant personal relationship to the employee. This is presumed to include the employee's partner, child, parent, spouse, sibling, parent-in-law, child-in-law, grandparents, or grandchildren, including step-relations and equivalent other persons as identified by the employee.

Union-Member Employees are entitled to up to one (1) paid regular working day for the death of a pet.

In addition, Union-Member Employees may use accrued sick time should they need additional time off under this section. Union-Member Employees may also use other accrued PTO should they need additional time off under this section. A Union-Member Employee who needs additional time off under this section one may request paid administrative leave, which request will not be unreasonably denied.

Where a Union-Member Employee anticipates an absence of more than one work week, they should advise their supervisor with as much notice as feasible under the circumstances.

Section 15.9. Legal Duty

Employees are given time off with pay if legally ordered or required to appear in court or

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formal proceedings as a juror or a prospective juror. No more than ten (10) days paid leave will be granted for this purpose without approval by the Executive Director or their designee under exceptional circumstances.

ARTICLE 16: BENEFITS

Section 16.1. Healthcare Benefits

Justice at Work shall maintain various medical, dental and vision programs for Union-Member Employee participation. Coverage under each Plan begins 30 days from an employee's date of hire, except for medical coverage, which begins on the first date of employment. Justice at Work may only make changes in the design of the Plans, the level of benefits provided, and the contributions required from employees after conferring with the Union.

Justice at Work commits to maintaining health insurance that covers medically necessary gender affirming or transition related care. JAW will maintain a list of organizations or other resources to assist any employee with identifying supplemental coverage options for gender affirming or transition related care not covered by its health insurance policy.

Union-Member Employees who are regularly scheduled to work more than 30 hours per week are eligible for health care benefits provided through JAW. Temporary employees, including summer or semester-long paid interns, are not eligible unless otherwise set forth in the terms and conditions of their specific appointment, program, or project.

Union-Member Employees have the option of eliminating or declining the health insurance provided by the organization for themselves, their spouse, partner, children, and/or family. In exchange for such election and upon proof of alternative coverage, if applicable, for the employee, JAW will pay each Union-Member Employee as follows:

- $150.00 per month to an employee electing to remove themselves;
- $250.00 per month to an employee electing to remove themselves and one child;
- $100.00 per month to an employee electing to remove one child, but not themselves;
- $350.00 per month to an employee electing to remove themselves and more than one child;
- $150.00 per month to an employee electing to remove more than one child, but not themselves;
- $450.00 per month to an employee electing to remove themselves and his or her spouse;
- $250.00 per month to an employee electing to remove their spouse, but not themselves;
- $500.00 per month to an employee electing to remove themselves and their family; and
- $300.00 per month to an employee electing to remove family, but not themselves.

These elections may be made once per year, effective January 1. The election is

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irrevocable for that year except for changes in family status or as required by law. Union-Member Employees must timely report any change in spouse or family eligibility that affects the level of incentive payment outlined above.

Section 16.2. Health Reimbursement Arrangement

JAW shall contribute to a Health Reimbursement Arrangement for all Union-Member Employees at a rate of no less than that contributed on December 31, 2022.

Section 16.3. Life and Accidental Death & Dismemberment Insurance

JAW will provide Union-Member Employees who work at least eighty percent (80%) of full-time hours with life insurance at no cost to the employee. The value of the policy is twice the annual salary of each employee, with a maximum benefit of $250,000. A medical exam may be required for coverage over certain amounts.

Section 16.4. Fringe Benefit Cost Changes

JAW will confer with the Union before making any changes to the percentage of fringe benefits costs paid by Union-Member Employees.

Section 16.5. Justice at Work Retirement Plan

Union-Member employees will be eligible to participate in a 403(b) Plan and will receive employer contributions to their accounts in that plan, as provided for in the Plan documents pertaining to the JAW retirement plan.

The following vesting schedule applies to JAW's contributions, as defined in the JAW retirement plan:

Years of Vesting Service	Vested percentage
1	0%
2	20%
3	40%
4	60%
5	80%
6 or more	100%

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Participating Union-Member Employees will receive updates on the Plan from the Plan Administrator and may contact the Provider's designated representative with questions or to obtain additional information.

Summer and semester-long interns are not eligible for JAW's retirement plan.

Section 16.6. Employee Assistance Program

JAW shall maintain an employee assistance program (EAP) beginning on the first day of employment for all employees.

ARTICLE 17: SALARIES

Section 17.1. Basic Salary Schedule – Attorney Positions

ATTORNEYS	
Step	Salary
1	$70,000
2	$71,200
3	$72,400
4	$73,600
5	$74,800
6	$76,300
7	$77,800
8	$79,300
9	$80,800
10	$82,300
11	$83,300
12	$84,300
13	$85,300
14	$86,300

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15	$87,300
16	$88,300
17	$89,300
18	$90,300
19	$91,300
20+	$92,300

No later than December 15 of each calendar year, beginning on December 15, 2027, and repeating every subsequent year, Management will provide to JAWSU an updated Basic Salary Schedule reflecting increases equal to the percentage set by the U.S. Social Security Administration's Annual Cost of Living Adjustment ("COLA"). JAWSU will confirm the accuracy of the COLA by December 23, 2027, and each subsequent year. If approved by JAWSU, the updated Basic Salary Schedule will be deemed incorporated into this Agreement; all references to the Basic Salary Schedule in this Agreement will refer to the adjusted version of the Basic Salary Schedule.

Section 17.2. Basic Salary Schedule – Legal and Operational Support Positions

Legal and Operational Support Positions	
Step	Salary
1	55,000
2	56,500
3	58,000
4	59,500
5	61,000
6	62,200
7	63,400
8	64,600

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9	65,800
10	67,000
11	68,000
12	69,000
13	70,000
14	71,000
15	72,000
16	73,000
17	74,000
18	75,000
19	76,000
20+	77,000

No later than December 15 of each calendar year, beginning on December 15, 2027, and repeating every subsequent year, Management will provide to JAWSU an updated Basic Salary Schedule reflecting increases equal to the percentage set by the U.S. Social Security Administration's Annual Cost of Living Adjustment ("COLA"). JAWSU will confirm the accuracy of the COLA by December 23, 2027, and each subsequent year. If approved by JAWSU, the updated Basic Salary Schedule will be deemed incorporated into this Agreement; all references to the Basic Salary Schedule in this Agreement will refer to the adjusted version of the Basic Salary Schedule.

Section 17.3. Step Placement

Employees shall be placed on the Basic Salary Schedule as follows:

A. Step Changes

Wage changes necessitated when a Union-Member employee earns an additional Step or Steps will take effect annually on the second payday after the anniversary of the Union-Member employee's hiring date. Interim step changes, such as for becoming a DOJ-accredited rep, will take effect on the second payday after the change in status that results in the Step change.

B. Step Assignment for Union-Members employed in J.D.-required positions

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Union-Member employees who are hired in J.D.-required positions:

1. Will start at Attorney Step 1.

2. Will receive one additional step for each year of service with JAW, until they reach Step 20. Union-Member employees will accrue a year of service on each anniversary of their hire date. Any paid or approved leave during the Union-Member's employment with JAW will count toward their service.

3. Will receive one additional step for each year of legal practice before they were employed by JAW.

    a. A "year of practice" is calculated as passage of a calendar year from July 1 to June 30, beginning the year in which the Union-Member graduated from Law School if the Union-Member was admitted to the Bar within twelve months of the date that they graduated from Law School. Therefore, a Union-Member who graduated Law School in May of 2026 and is admitted to the Bar by May of 2027 will be considered to have completed one year of practice as of June 30, 2027.

    b. Union-Members hired before being admitted to the Bar who were not admitted to the Bar within twelve months of the date that they graduated from Law School will be considered to have completed one year of practice on June 30 following the date of their admission to the Bar.

    c. A "year of legal practice" is defined as clerking in a court or representing the government or non-government clients in administrative proceedings, state court, federal court, or other litigation, including immigration proceedings, or any other transactional or other form of legal practice commonly practiced in a law firm, legal services, or government setting.

4. Will receive one additional step for any period of time during which they are designated as a "Lead."

C. Temporary Additional Salary for Step Assignment for Union-Members employed in J.D.-required positions

Union-Members who are employed in J.D.-required positions will be eligible for the following types of temporary additional salary:

i. Any Union-Member employed in a J.D.-required position who is not designated as a "Lead" and is expected to head a special project or initiative will receive an additional $1500 in salary per year (or prorated for each portion of a year) in which they provide such service.

ii. Any Union-Member employed in a J.D.-required position who is not designated as a "Lead" and is expected to provide any level of

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supervision to another Union-Member employee will receive an additional $1500 in salary per year (or prorated for each portion of a year) in which they provide such supervision.

D. Step Assignment for Union-Members employed in Legal and Operational Support Positions

1. Will start at Legal and Operational Support Step 1.

2. Will receive one additional step for each year of service with JAW, until they reach Step 20. Union-Member employees will accrue a year of service on each anniversary of their hire date. Any paid or approved leave during the Union-Member's employment with JAW will count toward their service.

3. Will receive one additional step for each year of Relevant Work experience. "Relevant Work" includes the same or substantially similar work or work in which substantially similar skills were employed. This includes, for example, paralegal, legislative assistant or aide, and social services provider.

4. Will receive two additional steps for DOJ accreditation. A step change that results from the Union-Member becoming a DOJ Accredited Rep will take effect on the second payday following the Union Member's receipt of Accreditation.

5. Will receive one additional step for any period of time during which they are designated as a "Lead."

E. Temporary Additional Salary for Union-Members employed in Legal and Operational Support Positions

Union-Members who are employed in Legal and Operational Support Positions will be eligible for the following types of temporary additional salary:

i. Any Union-Member employed in a Legal and Operational Support Position who is not designated as a "Lead" and who is expected to head a special project or initiative will receive an additional $1500 in salary per year (or prorated for each portion of a year) in which they provide such service.

ii. Any Union-Member employed in a Legal and Operational Support Position who is not designated as a "Lead" and who is expected who is expected to provide any level of supervision to another Union-Member employee will receive an additional $1500 in salary per year (or prorated for each portion of a year) in which they provide such supervision.

F. Salary for Externally Funded Positions:

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For employees in externally funded fellowship positions, if their fellowship does not offer as much compensation as is required by their salary step placement, JAW will make up the difference. If their fellowship provides greater compensation than is required by their Step Placement, they will receive the required amount.

G. No Reduction in Current Salary:

Any wage changes necessitated by this CBA will take effect on the second payday in January 2027. If a Union-Member employee's step placement puts them at a salary that is less than their salary on June 30, 2026, that employee's salary will not be reduced to match their step placement. They will instead continue to receive the same salary until their step placement under this Agreement entitles them to additional salary, after which they will receive the salary commensurate with their step placement.

Section 17.4. Initial Salary Scale Placement for Current Employees

1. Union-Member Employees whose initial salary scale placement is not determined until after January 1, 2027, will continue to receive the salary or wage they were earning under the CBA ending June 30, 2026, until their placement is finalized under the terms of this subsection. Once their initial salary scale placement is finalized pursuant to this subsection, the new salary will be retroactive to the first full pay period following January 1, 2027, and the Union-Member Employee will receive a lump sum payment to make up the difference in salary from the second payday in January 2027 until the date when the new salary is determined.

2. Within fourteen (14) days of the effective date of this Agreement, JAW will provide each Union-Member Employee with JAW's calculation of the salary scale placement for that employee and will provide JAWSU with a list of the salary scale placements for all Union-Member Employees. Each calculation provided by JAW will disclose all of the factors considered by JAW in reaching its conclusion.

3. Within fourteen (14) days of receipt of JAW's calculation of their initial salary scale placement, the Union-Member Employee must notify JAW in writing if they disagree with that salary scale placement. If the Union-Member Employee disagrees with their initial placement, their written communication to JAW must include the calculation that the employee believes should apply to their initial placement. If any individual Union Member Employee cannot, for good cause, meet the 14 day deadline to notify JAW of their disagreement with their initial placement (for instance, because they are out of the office or under unusual and pressing work deadlines during the relevant time period), that Union-Member Employee must, by the 14 day deadline, notify JAW that they need more time and propose a date for their extension.

4. Within fourteen (14) days of receipt of the Union-Member Employee's proposed calculation of their initial salary scale placement, JAW will notify the Union-Member Employee, with a copy to JAWSU, of JAW's response.

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5. If the Union-Member Employee disagrees with JAW's response, they may, within seven (7) days of receiving JAW's response, request a meeting with JAW to discuss the placement and may request that a JAWSU representative accompany them to the meeting. JAW will schedule that meeting as promptly as possible but must schedule it within 14 days of receipt of the request.

6. Within seven (7) days of the completion of the meeting described in the foregoing paragraph, JAW will notify the Union-Member Employee, with a copy to JAWSU, of JAW's final decision as to that employee's salary scale placement and will implement the new salary as of that date.

7. Any Union-Member Employee who believes that they have been assigned an incorrect salary scale placement may challenge that final decision through the grievance process.

Section 17.5. New Employee Salary Step Placement

1. At the time that JAW makes an offer of employment to a potential new employee for a Union position, JAW will provide the offeree with a copy of the CBA and JAW's calculation of the salary scale placement for that employee. JAW will also provide the offeree with contact information for JAWSU so that the offeree can seek consultation if they wish. If the offeree disputes the step placement, JAW may adjust its offer, while remaining in compliance with the CBA, based on discussions with the offeree.

2. Per Section 3.2, JAWSU will receive all the information required in Section 3.1, plus JAW's calculation of the employee's salary step placement, within ten (10) days after the employee's start date.

3. Any new employee who becomes a Union-Member Employee will have until thirty (30) days following the end of their employee probationary period to request in writing reconsideration of their initial salary step placement. If the Union-Member Employee seeks such reconsideration, their written communication to JAW must include the calculation that the employee believes should apply to them. If any individual Union Member Employee cannot, for good cause, meet the 30 day deadline to notify JAW of their disagreement with their initial placement (for instance, because they are out of the office or under unusual and pressing work deadlines during the relevant time period), that Union-Member Employee must, by the 30 day deadline, notify JAW that they need more time and propose a date for their extension.

4. If a new Union-Member Employee requests reconsideration of their salary calculation in writing, the obligations and deadlines set forth in 17.4 for review of initial step placement for existing employees will apply.

5. If the new Union-Member Employee's salary is increased as a result of their request for reconsideration, the new salary will be retroactive to their date of hire, and they will receive a lump sum payment to make up the difference in salary received.

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Section 17.6. Exemptions

Art Read is exempt from all salary scale provisions.

Section 17.7. Part-Time Employees

A part-time Union-Member Employee shall be paid at least the hourly rate or salary determined by their Full-Time Equivalent (FTE) annual salary divided by their FTE per week hours.

Section 17.8. No Reduction in Salaries

There shall be no reduction in salaries as a result of putting this Agreement into effect.

Section 17.9. One-time salary increases prior to transition to salary scale.

Each Union-Member employed by JAW as of October 1, 2026, will receive a salary increase of $1,000 from their salary as of October 1, 2026, which will be paid in a single installment on the second payday following the effective date of this Agreement.

ARTICLE 18: EXPENSES

Section 18.1. Travel and Expense Reimbursements

JAW will authorize use of a JAW credit card or will reimburse Union-Member Employees for approved work-related travel costs, including but not limited to car rentals, gas, tolls, meals, and lodging. The Union-Member Employee may elect whether to use the JAW credit card or submit a reimbursement request. In appropriate circumstances, JAW can advance money for anticipated travel expenses.

Employees are expected to travel by the most economical (both time and money) means practical under the circumstances, including considerations of distance to be travelled, timing, materials to be transported, and physical condition of the employee in accordance with Personnel Manual Section 1.22.

Section 18.2. Equipment

JAW will provide Union-Member Employees with a work laptop, external monitor, and smartphone, in addition to any supplies required by Section 12.4. JAW will pay all other pre-approved expenses for work equipment incurred by a Union-Member employee in the service of JAW.

Where a cell phone is necessary for a Union-Member Employee's role at JAW, JAW shall issue a cell phone to the Union-Member employee.

Section 18.3. Miscellaneous Fees and Expenses

JAW will maintain complete errors and omissions, malpractice, and liability insurance coverage for all attorney employees. JAW will pay the deductible and other out-of-pocket

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costs associated with any claim under these policies. JAW will not be responsible for paying any penalty, judgment or settlement that results from a claim against a JAW employee performing work or services outside of the scope of the JAW employee's employment with JAW. Union-Member employees must notify JAW as soon as possible when performing legal services work outside of the scope of their employment with JAW. JAW will not be responsible for paying any penalty, judgment or settlement that is solely against a JAW employee as to which insurance coverage is denied on the basis of a finding that the employee acted in a criminal or intentionally tortious manner.

JAW will pay the United States Citizenship and Immigration Services (USCIS) filing fee for a Union-Member Employee's Application for Employment Authorization (Form I-765), travel costs for in-person biometrics appointments (when public transportation is not a reasonable option, Union-Member Employees should make every effort to choose the most affordable option), and postage for mailed applications. For any given I-765 application, JAW will be required to pay no more than the I-765 fee plus $100 for costs.

Union-Member Employees who lose work authorization due to government actions shall retain seniority and recall rights for up to 5 years in the event they regain work authorization.

ARTICLE 19: MISCELLANEOUS

Section 19.1. Family Friendly Workplace

Justice at Work recognizes that families come in many forms and will reasonably accommodate Union-Member Employees who must attend to family-related needs, including caregiving and breastfeeding or expressing during working hours. Accommodations may include allowing babies and children in the workplace in cases of emergency and permitting telecommuting when day care and/or schools are closed.

Section 19.2. Attendance at Board Meetings

Union-Member Employees shall be permitted to attend non-confidential Board meetings on their own time and to reasonably participate in discussion of any issue on the meeting agenda or raised by a Board member at the meeting. The Executive Director or their designee agrees to provide JAWSU with prompt notice of all Board meetings to the extent the Executive Director has notice of such meetings.

JAW also agrees that non-confidential written materials that are furnished to Board members for their consideration at Board meetings shall be posted to the shared drive within two business days of their dissemination to Board members, which generally happens a few days before the date of the Board meeting. Draft minutes of prior Board meetings shall be confidential until adopted at the following Board meeting, after which the minutes as approved shall be posted to the shared drive within two business days after their adoption by the Board.

Union-Member Employees are encouraged to raise concerns, especially those regarding work rules, through existing methods of communication which include discussions with

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JAW management or in the LMC. Staff who have concerns related to the Executive Director should contact the Board President. Any staff member who wishes to address the Board regarding items that concern JAWSU membership as a whole that cannot be resolved through existing methods of communication may make a written request to meet with the Board President and Governance Committee Chair. If the Governance Committee believes the matter should be added to the Board's agenda, that discussion will include an opportunity for a JAWSU representative to speak on the issue.

Section 19.3. Right to Accompaniment

Beginning on the effective date of this Agreement and until altered by agreement of the LMC, a Union-Member Employee may have a third JAW employee present when they meet with their supervisor if the requesting employee wishes or expects to discuss a specific performance issue (other than one arising from a performance evaluation subject to Section 21.2) or to address a point of disagreement that the Union-Member Employee may find it difficult to raise on their own, so long as they have made a request to bring a third employee with reasonable prior notice. The third employee shall not speak on behalf of the Union-Member Employee. Rather, the role of the accompanying employee is to be present as support for the requesting Union-Member Employee, not to actively participate in the discussion.

No later than the Summer of 2027, the members of the LMC will discuss the use of this provision and whether it is to continue in its current form.

This program is not intended to replace or expand the matters for which Union-Member Employees may request JAWSU representation under Section 4.4 of this Agreement.

Section 19.4. Job Description Development and Revisions

Before revising any existing job description, JAW will consult with JAWSU through the LMC. For any discussion or meeting concerning a change in existing job description, any affected Union-Member Employee shall be entitled to include a JAWSU representative.

For any new job descriptions, including for new Union-Member positions at JAW, JAW will consult with JAWSU through the LMC.

ARTICLE 20: NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

Section 20.1. Non-Discrimination and Equal Employment

JAW is an equal opportunity employer. All employees should have a work environment free from harassment and discrimination based on race, color, religion, ancestry, disability, age, sex, sexual orientation, national origin, gender identity, gender expression, familial status, familial responsibilities, weight or body size, source of income, immigration status, veteran status, or any other legally protected characteristic. This nondiscrimination policy applies to all terms and conditions of employment, which include, but are not limited to the following: recruitment, hiring, selection, compensation,

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hours, benefits, training, assignment, shift assignment, evaluation, promotion, demotion, layoff, discipline, and termination. It is further agreed there shall be no discrimination because of such employee's membership in, or activities on behalf of, the Union. JAW provides equal employment opportunities to all applicants and employees who meet the minimum qualifications of the job.

In all employment-related decisions, JAW will give qualified individuals with disabilities the same consideration afforded to all other qualified individuals. No disabled individual will be denied or removed from consideration for employment, or transfer, or promotion to any position because that individual: (a) has a disability; (b) has a history of disability; (c) is perceived as having a disability; or (d) requires reasonable accommodation in order to perform the essential functions of the position. JAW will provide reasonable accommodations to individuals with known disabilities who request accommodations or where such accommodations are otherwise required by law. JAW shall provide equal opportunity in all aspects of employment and administering all personnel policies and procedures in an equal, non-discriminatory manner, and shall comply with all relevant and applicable federal, state, or local laws prohibiting discrimination or requiring equal opportunity.

Section 20.2. Non-Discrimination and Sexual Harassment Policy

Harassment of an employee or discrimination against an employee will not be tolerated. Any employee who is found, after appropriate investigation, to have engaged in any prohibited harassment or discrimination of another person will be subject to disciplinary action up to and including termination. Management and supervisors are accountable for ensuring that all personnel actions are consistent with this Agreement. JAW will periodically make training opportunities available to supervisors to enhance their ability to manage a diverse workforce. Questions regarding any contemplated employment actions should be referred to the Executive Director for review and approval.

JAW will have a zero tolerance policy with regard to retaliation for reporting prohibited harassment or discrimination. No employee will be discharged, terminated or retaliated against in any manner because the individual complained about prohibited harassment or discrimination or cooperated in any way with an investigation of a complaint of prohibited harassment or discrimination, unless the complaint is found to be false and to have been made in bad faith.

Retaliation in any form against a complainant who exercises his or her right to make a good faith complaint under this policy is strictly prohibited and will itself be cause for appropriate disciplinary action.

ARTICLE 21: PERFORMANCE EVALUATIONS

Section 21.1. Purpose

Performance Evaluations shall provide Union-Member Employees with meaningful, strengths- based feedback, guidance, and coaching regarding job performance and development.

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Evaluations are non-disciplinary in nature, and no discipline or discharge shall happen in a performance evaluation meeting.

Section 21.2. Timing and Procedure

The performance of each Union-Member Employee shall be reviewed within the fifteen (15) business days following ninety (90) days of initial employment and annually thereafter. A formal performance and development review shall include a written self-review by the Union-Member Employee, a written review by the supervisor, and a meeting between the supervisor and Union-Member Employee to review and discuss the feedback. Union-Member Employees shall receive a copy of their performance evaluation at least one workday before meeting with their supervisor to discuss the evaluation.

A Union-Member Employee has the right to submit a written response to the performance and development review within two (2) weeks of the completion of the process. That written response shall be included in the Union-Member Employee's personnel file.

If the Union-Member Employee disputes any claims in the supervisor's written review, the Union-Member Employee may first discuss the disputed claims with the supervisor and attempt to resolve the dispute. If the disputed claims cannot be resolved in a discussion with the Union- Member Employee and the supervisor, or if the Union-Member Employee prefers, the Union-Member Employee may request a meeting with a JAWSU representative, the supervisor, and the supervisor's supervisor to reach a resolution of the dispute. The supervisor's supervisor will record the date of the meeting, the names of the attendees, and the result of the meeting, to be placed into the Union-Member Employee's personnel file. A Union-Member Employee may request to add additional information into their personnel file pursuant to Section 11.2.

The results of the performance and development review, and the record of any dispute regarding the review, shall be included in the Union-Member Employee's personnel file.

Section 21.3. Supervisor Review

Union-Member Employees shall complete annually a confidential written supervisor review. Union-Member Employees shall also be afforded the opportunity on a regular basis to provide feedback about their direct supervisor in a confidential manner to their supervisor's supervisor, who will receive and review the Union-Member Employee's feedback as part of the final step of the supervisor's annual performance and development process. If the Union-Member Employee raises a concern they consider urgent, the supervisor's supervisor shall receive and review the Union-Member Employee's feedback with the supervisor, anonymously where appropriate, within one (1) month of the report. The results shall also be used to aid in the supervisor's management training and professional development. JAW will not identify the source of a Union-Member Employee's comments about their supervisor except under circumstances, including legally mandated investigations, that require JAW to reveal the source of feedback given by a Union-Member Employee.

Union-Member Employees shall have at least one (1) meeting per year with their direct

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supervisor's supervisor, and additional meetings if requested by the Union-Member Employee. The goal of these meetings will be to allow the employee to provide direct feedback about their supervisor and share ideas and/or suggestions about their program or department.

ARTICLE 22: OUTSIDE EMPLOYMENT

Section 22.1. Full-Time Union-Member Attorneys

Full-time Union-Member attorneys are not permitted to maintain an outside practice of law. JAW will allow full-time Union-Member attorneys to serve as a volunteer attorney, or handle cases for family or friends, provided no fees are paid and the representation does not compromise or conflict with the mission or clients of JAW. Prior to accepting such representation, a conflict check must be performed by the Executive Director or their designee, and the Union-Member attorney must inform the potential client, in writing, that the representation is by the attorney individually and not by JAW. JAW will ensure that its malpractice insurance covers pro bono representations by its Union-Member attorneys.

Section 22.2. Part-Time Union-Member Attorneys

Part-time Union-Member attorneys will be permitted to maintain an outside practice of law provided that such practice does not, in the reasonable judgment of JAW, compromise or conflict with the mission or clients of JAW. The Executive Director or their designee will review requests to maintain an outside practice on a case-by-case basis.

Section 22.3. Non-Legal Outside Employment for All Union-Member Employees

Union-Member Employees may be permitted to maintain non-legal outside employment, provided that such outside employment does not, in the reasonable judgment of JAW, compromise or conflict with the mission or clients of JAW. Union-Member Employees who accept non-legal outside employment while working at JAW do so with the knowledge that their first priority is to meet the demands of their work schedules at JAW. Scheduling conflicts are the responsibility of the employee.

ARTICLE 23: ORIENTATION

During orientation for new employees, up to two (2) JAWSU representatives will be permitted a one-hour session to discuss the Union with the new employee. The JAWSU representatives may be any Union-Member Employees. All orientation-related work will be subject to Section 4.6.

ARTICLE 24: SENIOR STAFF DESIGNATIONS

Longstanding Union-Member Employees are recognized for their experience with a "senior staff" designation. Union-Member Employees will have the opportunity to decide whether they want to use the "senior" designation as a part of their title.

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- A Union-Member Employee in a J.D.-required position will qualify for a "senior staff" designation after seven (7) years of legal practice, according to the definition of "legal practice" in Section 17.3.
- A Union-Member Employee in a legal or operational support position will qualify for a "senior staff" designation after seven (7) years of work that is the same or substantially similar to their position at JAW, or that in which substantially similar skills were employed, as described in Section 17.3.
- A Union Member Employee who qualified for a "senior staff" designation under the terms of the prior CBA as of the effective date of this Agreement may keep that designation even if they would not qualify for the designation under this Section.

ARTICLE 25: WORKERS' COMPENSATION

Section 25.1. General

Employees who are injured while on the job may be eligible for Workers' Compensation benefits. Benefits may include a level of income replacement as well as coverage for medical expenses incurred in relation to the care and treatment of a work-related injury.

Benefits will be provided in accordance with Pennsylvania law. Employees will be covered from the first day of employment for injuries arising out of or in the course of employment.

Section 25.2. Notification

All injuries must be reported immediately to the Executive Director or their designee and the Union-Member Employee should seek immediate medical attention as needed.

ARTICLE 26: SHORT- AND LONG-TERM DISABILITY

Disability Benefits provide Union-Member Employees with income when they are disabled and cannot work due to sickness, bodily injury, or pregnancy, whether or not the disability is related to their job. JAW will offer coverage under at least two disability plans, as well as Workers' Compensation coverage depending on the length and type of the Union-Member Employee's disability. For job-related injuries, Workers' Comp insurance covers the first 90 days of injury, after which coverage is provided under JAW's long-term disability plan. Disability Benefits will be available at no cost to Union-Member Employees and provide Union-Member Employees with a percentage of their income as determined by JAW's insurance carrier.

ARTICLE 27: STUDENT LOAN REPAYMENT

Union-Member Employees who have educational student loans are eligible to participate in the JAW Student Loan Repayment Assistance Program (LRAP). To qualify for the program, eligible Union-Member Employees must provide the amount of their monthly payments and total loan obligations for all eligible loans to the Executive Director when

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they want to begin receiving this benefit. Covered loans are all educational loans that are received under institutionally approved and certified loan programs. JAW will pay a monthly stipend equal to the lesser amount of the actual monthly loan payment or $625 for a period not to exceed 120 months for any eligible employee over their lifetime.

Section 27.1. Initial Eligibility

The Union-Member Employee must initially apply for the stipend in writing to the Executive Director. Documentation must include: the source of the loan, total outstanding balance, and a statement that the employee has begun to repay the loan and is current on the payments. After

receipt of the documentation, JAW will pay eligible employees a monthly stipend equal to the lesser amount of the actual monthly loan payment or $625. All payments will be processed as part of the JAW payroll and included as income for the recipient. No LRAP payments will be made during any Union-Member Employee's leave without pay or suspension without pay.

Section 27.2. Annual Review of Eligibility

At the start of each fiscal year (July) the Union-Member Employee must update his or her loan information, including the new outstanding balance, to establish that the stipends provided in the previous year have been devoted to the student loans.

Attorney Staff: JAW will not provide LRAP financial assistance to otherwise eligible attorney staff until they demonstrate compliance with the following requirement:

- As a condition of this policy, the staff attorney each year must apply for the Pennsylvania Bar Foundation-Pennsylvania Interest on Lawyers Trust Accounts Loan Repayment Assistance Program and for any law school sponsored loan repayment programs for which they may be eligible. If found eligible and awarded, such amount will be deducted from the JAW payments under this program. Failure to comply with this condition will result in ineligibility for LRAP assistance until the condition is satisfied. Any questions about this condition should be directed to the Executive Director.

Non-Attorney Staff: JAW will not provide LRAP assistance to otherwise eligible non-attorney staff until they demonstrate compliance with the following requirement:

- As a condition of this policy, the staff member each year must apply for any outside Loan Repayment Assistance Program for which they may be eligible. If found eligible and awarded, such amount will be deducted from the JAW payments under this program. Failure to comply with this condition will result in ineligibility for LRAP assistance until the condition is satisfied. Any questions about this condition should be directed to the Executive Director.

Section 27.3. Duration of Program

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All payments under this program will end upon the satisfaction of the loan, or after 120 months or upon the resignation or termination of the employee, whichever event first occurs.

Each Union-Member Employee who participates in this LRAP program has a continuing obligation to report all eligibility changes as well as any other changes which affect the level of participation in the LRAP, including but not limited to changes in qualified loan debt and being current in the loan payments. Failure to comply will disqualify the employee from LRAP eligibility.

Section 27.4. Manner of Payment

All payments under the LRAP will be added to the Union-Member Employee's regular semi- monthly gross pay before taxes. All payments made pursuant to the LRAP are taxable as regular income and will be reported to the IRS as income on the employee's W-2 Form. The amount of the stipend will not be treated as employee salary for any purpose including life insurance coverage, employer contributions to the retirement plan, possible bonus stipends, and any other salary-based benefit.

ARTICLE 28: LABOR MANAGEMENT COMMITTEE

Section 28.1. Labor Management Committee

The Union and JAW agree to pledge their best efforts to achieve the objective of the highest level of legal services. Therefore, a Labor Management Committee (“LMC”) shall be utilized to discuss and make recommendations regarding labor/management and professional practice issues. The committee may discuss and make recommendations on a variety of organizational issues of mutual concern.

The LMC's scope will include, but is not limited to, consultation on the following topics:

- Office Staffing, including staffing needs and consultation on job descriptions.
- Referral and Case Approval Process, including handling of referrals and case approval.
- Organizational systems and personnel policies, including concerns raised by Union-Member Employees through JAWSU regarding organizational systems and personnel policies, and workspace issues.
- Any other operational issues of concern.

Matters under formal grievance and issues normally considered part of the established bargaining process are precluded from discussion at the LMC.

The LMC will meet monthly and may schedule additional meetings by mutual consent of JAWSU and JAW. The standing membership of the LMC will be the President and Vice-President of JAWSU and JAW’s Executive Team (Executive Director, Chief Operating Officer and Chief Legal Officer). Each meeting of the LMC will be attended, at a minimum, by two (2) JAWSU members, including the president or vice-president and two (2) JAW

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representatives, including at least one member of the Executive Team. Exact standing membership of the LMC will be determined by the LMC. Additional attendees will be invited by mutual consent of JAW and JAWSU for specific meetings as needed for the specific agenda items for that meeting. Meetings can be held with fewer than four (4) members only by mutual consent. JAWSU members who are standing members of the LMC or who are invited to the meeting to address specific agenda items will qualify for paid time for attending meeting of the LMC under Section 4.6.

If JAWSU members who are not standing members of the LMC and are not invited to address a specific agenda item wish to attend, they may attend but on their own time.

The meetings shall be co-chaired by standing members of the committee, by one member of management and one member of the Union. At least ten days before each scheduled meeting, ideally, JAW and JAWSU will exchange proposed agenda items for the next meeting and identify the team members they believe are necessary for the discussion of each item.

If JAW intends to change a work rule not otherwise subject to this Agreement, JAW will provide the proposed change to JAWSU at least one two (2) weeks before implementation. If practicable, JAW will provide notice of the proposed change sufficiently far in advance to allow for discussion of the proposed change at a regularly scheduled meeting of the LMC before implementation of the change. If that is not practicable, JAW will ask to convene a special meeting of the LMC to consult with JAWSU regarding the proposed change. JAW will make every reasonable effort to incorporate JAWSU's feedback.

Section 28.2. LMC Collaboration Regarding Emergency Infectious Disease Response

JAW and JAWSU are committed to collaborating on the development of transparent, safety- driven protocols for reducing the risk to clients and staff of known health risks from infectious diseases, including COVID-19. The LMC will collect and review the guidelines and recommendations provided by OSHA, the CDC, and county and state health departments regarding infectious diseases, including COVID-19. This includes but is not limited to guidelines related to isolation periods, hygiene practices, social distancing, and workplace safety protocols. The LMC will recommend appropriate protocols and policies to be adopted by JAW. Any policies or protocols adopted by JAW will be communicated to staff in a timely manner.

If a health emergency is declared by any federal or state government agency or by a municipality in which JAW has an office, the LMC will be convened promptly to appoint a health emergency response committee that will include at least one Union representative. That committee will collect and review guidance from OSHA, the CDC, and county and state health departments and propose appropriate protocols for review by JAW. Any policies or protocols adopted by JAW will be communicated to staff in a timely manner.

ARTICLE 29: MANAGEMENT RIGHTS

JAW shall, at all times, except to the extent restricted or prohibited by the express and

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specific terms of this Agreement, have full control of matters relative to the management, personnel and conduct of its operation, including any of the rights, powers and authority that JAW had prior to the signing of this Agreement, whether previously exercised or not. These rights, power and authority shall include the following, which are listed as examples only and are not meant to limit the effectiveness of this statement of management rights: JAW retains the sole right to hire, discipline or discharge for just cause, lay off and promote, to promulgate rules and regulations; to assign duties to the work force; to assign or transfer temporarily or permanently employees to other departments or classifications; as operations may require to establish new job classifications; to introduce new or improved methods or facilities; to organize, discontinue, enlarge or reduce a project or work location; to carry out the ordinary and customary functions of management, whether or not possessed or exercised by JAW prior to this Agreement.

JAW shall have the right to determine at its discretion all functions and policies of JAW, standards of service, budget, utilization of technology, organizational structure, and the selection and direction of personnel.

ARTICLE 30: DURATION

This collective bargaining agreement will expire, unless extended or renewed by agreement of the parties, on April 30, 2031.

In order to provide sufficient time for bargaining prior to the expiration of this Agreement, the Union will provide JAW, no later than February 14, 2031, with any amendments it wishes to make to this Agreement.

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IN WITNESS WHEREOF, the parties hereto, intending that they, their successors, and assigns shall be legally bound hereby, sign this Collective Bargaining Agreement this 10/1/2026, 2026.

FRIENDS OF FARMWORKERS d/b/a JUSTICE AT WORK PENNSYLVANIA

Arlene Rivera Finkelstein

By: Arlene Rivera Finkelstein, Executive Director

FOR NEWSPAPER GUILD OF GREATER PHILADELPHIA, TNG/CWA LOCAL NO. 38010

William Ross

By: William Ross, Executive Director

Hannah R. Fishman

By: Hannah R Fishman, Chair, Justice at Work Staff Union

Maryanne Ortiz-Herrera

By: Mary Ortiz-Herrera, Vice-Chair, Justice at Work Staff Union

Elvia N. Ramirez-Vidal

By: Elvia Ramirez-Vidal, Justice at Work Staff Union