

AGREEMENT

OXFAM AMERICA, INC.

&

LOCAL 500

SERVICE EMPLOYEES INTERNATIONAL UNION

APRIL 1, 2024 – MARCH 31, 2028

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# AGREEMENT

AGREEMENT made as of April 1, 2024, by and between OXFAM AMERICA, INC., hereinafter called the "EMPLOYER" or "Agency" and LOCAL 500, SERVICE EMPLOYEES INTERNATIONAL UNION, hereinafter called the "UNION," for and on behalf of itself, its members now employed or hereafter to be employed by the Employer and collectively designated as employees:

## PREAMBLE

The Union and the Employer agree to act at all times in a manner that assures proper dignity and respect for all employees, each other, and the people they serve; to engage according to Oxfam's "Feminist Principles"; to seek, in good faith, a safe, diverse, inclusive, and equitable workplace, free of discrimination, bias, and exploitation, for all workers, regardless of sex, gender identity, gender expression, sexual orientation, race, ethnicity, nationality, religious affiliation or non-affiliation, political orientation, age, or physical ability.

### ARTICLE 1- RECOGNITION

Recognition. In accordance with the provisions of the National Labor Relations Act ("Act"), the Employer recognizes the Union as the exclusive representative for the purposes of collective bargaining in respect to rates of pay, wages, hours of work or other conditions of employment for all regular full-time, regular part-time employees, Special Project and Fixed-Term employees employed by the Employer, regardless of employees' location within the United States, but excluding the Executive Office staff, and also excluding all managerial and confidential employees, non-paid personnel, short-term temporary employees and interns as defined in the Act.

*Union Assignment. Oxfam America has two unions that represent its US-based employees, SEIU, Local 500 and Local 73, New England Joint Board, UNITE HERE. Union-eligible employees who do not work within 200 miles of the Washington, D.C. or Boston offices will be assigned to a union based on the office to which they are closer. If they are not closer to either office, union assignment will be based on the office in which first, their manager or second, the majority of their team is based."*

(i)

- A. Definition of Regular Full-time Employees. For purposes of this Agreement, regular full-time employees means those employees paid and employed in a classification covered

by this Agreement who are scheduled to work thirty-five (35) hours per week on a regular and continuous basis.

- B. Definition of Regular Part-time Employees. For purposes of this Agreement, regular part-time employees means those employees paid and employed in a classification covered by this Agreement who are regularly scheduled to work less than thirty-five (35) hours per week. Unless otherwise provided in this Agreement, regular part-time employees who work less than seventeen and one half (17-1/2) hours per week shall be ineligible to receive any benefits provided herein. Unless otherwise provided to the contrary, where a regular part-time employee is eligible to receive or accrue a benefit under this Agreement, the amount of the Employer's contribution or benefit will be determined pro rata based on the employee's regularly scheduled hours regardless of the actual number of hours worked in a week.
- C. Definition of Temporary Employees.
1. An employee who is hired for up to six (6) consecutive months shall not be subject to any provisions of this Agreement.
  2. A temporary employee, who is employed for three (3) or more consecutive months and who was hired following a hiring process as described in Article 27, shall be considered an internal candidate only after any regular employee(s) who has (have) applied has (have) been considered. Further, consideration as an internal applicant shall only apply to considerations for job openings as provided for in Article 27, and for a period not to exceed six (6) months following the termination of their temporary employment.
  3. A temporary employee employed for longer than six (6) consecutive months for a job of less than one (1) year duration shall be subject to all articles of this Agreement, except for the layoff and recall provisions contained in Articles 17 and 18 of this Agreement.
  4. A temporary employee employed for longer than one (1) year shall be subject to all the terms and conditions of the Agreement.
- D. Definition of Fixed-Term Employees. For the purposes of this Agreement, a Fixed-Term employee is one whose salary is funded at least 50% by donor restricted funds for a time limited project that the Agency would not undertake without the specific commitment of donor funds. Positions classified as either regular full-time or regular part-time cannot be reclassified as a Fixed-Term.
- E. Definition of Special Project Employee. For the purposes of this Agreement, a Special Project employee is one who is hired for a time limited project regardless of funding source. Currently filled positions classified as either regular full-time or regular part-time cannot be reclassified as a Special Project employee. The number of Special Project employees employed by Oxfam America shall not exceed 5 at any one time.. A Special

Project employee will become a Regular Term Employee upon renewal of a fifth consecutive contract or their 4 year employment anniversary, whichever comes first.

- F. Definition of Intern. A paid individual who may be affiliated with a college, university or other academic institution. The internship is for a specified period of time and may be for academic credit. Interns include work-study students. The work of interns may not include supervisory responsibilities or the major portion of the responsibilities of a vacated bargaining unit position. The use of interns may not result in a reduction in the number of bargaining unit positions.
  
- G. Newly Created Positions or Titles. Should the Employer create other positions or titles at any time, it will notify the Union five (5) working days prior to posting the positions. The Employer will advise the Union of new Union titles or positions and discuss the determination of band. For union eligible positions that are Fixed-term or Special Project, the Employer will provide information on the time-bound nature of the position, and for fixed term positions, the source of funding. Should the Union disagree with the designations and union eligibility, the Union reserves the right to appeal in keeping with the legal requirements of the NLRB or exercise any rights to arbitration that it may have.
  
- H. Monthly Union Membership Reports . Each month, the Employer will provide to the Union co-chairs information on Union membership, including: designations of Special Project and Fixed Term employees , and the end dates of those contracts.
  
- I. Employees who were members of the Union prior to the effective start date of this contract who live beyond 200 miles of Oxfam's Agency Offices in Washington, DC or Boston, Massachusetts shall not be required to relocate except in cases of business or legal need.

## **ARTICLE 2 - NON-DISCRIMINATION AND DIVERSITY**

The Employer and the Union affirm our shared commitment to fight inequality to end poverty and injustice. We believe in equal rights, equal opportunities, and equal treatment for all, and we celebrate the essential dignity of all peoples and their right to pursue and shape the course of their own lives. Respect for diversity of race, gender, sexual orientation, religion, ethnicity, nationality, age, language, and physical ability is essential to building more equal and just societies as well as vibrant communities, and to maximizing the potential of the workplace. Our commitment to diversity should be reflected not just in our programmatic work but in the ways we conduct and organize ourselves to achieve our mission.

Management, with participation from the Union, through a Diversity and Inclusion Committee, shall develop and implement agency-wide diversity and inclusion-related activities that will ensure best practice and go beyond our obligation to comply with state, local, and federal laws in the areas of non-discrimination and equal opportunity. Management, with consultation with the Diversity and Inclusion Committee, will produce an annual report to track and report on select, legally permissible diversity indicators related to salary, wage adjustments, promotions/job changes, and band to be shared with the union body.

A. Definition of Diversity. Diversity is defined, in the broadest sense, as going beyond more traditional categories to include a variety of experiences, characteristics, competencies, social and cultural identities and beliefs, and degrees of access to social and economic advantage. The notion of experience should not be limited to formal work experience but should include learning experiences gained through interaction with different forms of family, community, institutions and geographic locations.

B. Non-discrimination. The Employer and the Union agree to abide by all applicable federal, state, and local laws prohibiting discrimination; and further agree not to discriminate on the basis of race, gender, color, religion, ancestry or national origin, age, sexual orientation, marital status, veteran status, gender identity, gender expression, hair as defined by the CROWN Act, disability as defined by the Americans with Disabilities Act, domestic partnership status, membership in the Union or participation in protected concerted activities. This policy applies to all conditions and practices of employment.

C. Non-retaliation. There will be no retaliation against an employee who makes a good faith discrimination complaint or because the finding of the discrimination complaint was in favor of the employee. No person shall be excluded from participation in Agency activities because of having made a discrimination complaint. The Agency shall abide by all requirements of state and federal law preventing such discrimination.

### **ARTICLE 3- MANAGEMENT RIGHTS**

Except as otherwise limited by an express provision of this Agreement, the Employer shall retain the right to exercise complete control and discretion over its organization and technology and to direct, manage and control its operations and work force. These rights include but are not limited to the right to:

- determine the standards of services to be provided and standards of productivity and performance of its employees;
- establish and/or revise personnel evaluation programs;
- determine the methods, means and personnel by which its operations are to be conducted;
- subcontract to outside sources;
- establish, change, combine or abolish jobs, titles, and positions and determine their content and qualifications;
- classify positions;
- appoint, promote, classify, assign, advance, direct and transfer personnel;
- suspend, demote, discharge, or take other appropriate action regarding its employees;
- relieve its employees from duty because of lack of work or for other legitimate reasons;
- establish, modify, and enforce reasonable work rules;
- and take all necessary actions to carry out its mission in emergencies.

Failure by the Employer to exercise any of these rights shall not be construed as a waiver of these rights.



#### **ARTICLE 4 – UNION SECURITY**

A. For the purposes of this provision, an employee shall be considered a member of the Union in good standing if she or he tenders their periodic dues and initiation fee uniformly required as a condition of membership, or, in the event that the employee chooses not to become a member of the Union, if she or he pays appropriate agency fees and agency initiation fee.

B. All bargaining unit employees on the active payroll as of the first day of the Agreement who are members of the Union shall maintain their membership in the Union in good standing as a condition of continued employment or, if they withdraw from membership, shall pay the appropriate agency fees.

C. All bargaining unit employees on the active payroll as of the first day of this Agreement who are not members of the Union shall become members of the Union within thirty (30) days after the effective date of the Agreement except those who were required to become members on an earlier application date, and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment. If an employee chooses not to become a Union member, she or he must pay the appropriate agency fees. An employee in the bargaining unit who has failed to maintain membership in good standing as required by this provision shall, within twenty (20) calendar days following receipt of a written demand from the Union requesting their discharge, be discharged if, during such period, the required dues and initiation fee or appropriate agency fees have not been tendered.

F. The Employer agrees to deduct the initiation fees and dues (or agency fees), as well as voluntary contributions to the Union's Committee on Political Empowerment ("COPE"), from all employees in the bargaining unit who voluntarily authorize, in writing, such deductions and shall remit amounts so deducted within thirty (30) days after their collection to the Union. Dues, representation fees and voluntary contributions to the Union's COPE will be deducted from each bi-weekly paycheck and remitted monthly. In the event no wages are due an employee or the wages of an employee are insufficient to cover the required deductions, the deductions shall nevertheless be made from the wages of an adequate amount next due to the employee or thereupon transmitted to the union. The rate and the amount of the dues and fees to be deducted by the Employer from employee wages shall be determined by the Union. Dues shall be due and payable from the employee on or before the first day of the month for which they are due.

G. Oxfam will provide the Union, including the co-chairs, with monthly reports indicating names and titles of bargaining unit members and whether each is paying union dues or paying agency fees.

H. On a quarterly basis, the Employer will provide electronically to the Union, including the co-chairs, for the previous quarter, the date of hire or

termination of employees in the bargaining unit, the person's full name, address and work area or department.

I. The Union agrees that it will indemnify and hold the Employer harmless from any suit or action, and/or recovery of damages, including reasonable attorney's fees, sustained by reason of any action taken by the Employer under this provision.

#### **ARTICLE 5 - UNION RELEASE TIME**

- A. Union members serving in an elected capacity shall be allowed a reasonable amount of release time to attend meetings, discuss grievances, and confer with management regarding union issues. Such release time may be taken provided prior notification of the time is given to and is not denied by their immediate supervisor. Release time shall not be unreasonably denied. However, it is understood that work needs may justify the denial of release time. No deduction in wages or salary or other benefits shall be made on account of release time provided the time has not been denied and is designated on the employee's time sheets. All union time worked by union members serving in an elected capacity shall be recorded fully and accurately as union time on time cards.
- B. With prior notice to their immediate supervisor, Union members serving in an elected capacity may be granted time off without pay up to a maximum of three (3) days per year to attend Union conventions or conferences.
- C. The Union shall provide the Employer with a written list of the names and titles of all Union Members serving in an elected capacity. The Union shall also provide the Employer with written notice of any changes to the list within five (5) working days of the change.

#### **ARTICLE 6 - UNION MEETINGS**

The Union may use an available conference room and/or technology for its general meetings for two (2) hours one time per month around lunch time for a union meeting. Employees attending the meeting may use one (1) hour of work time without loss of pay and the employee's one (1) hour lunch. If in person, the Union shall be responsible for scheduling the use of the room in advance following established policy. In the event that there is a conflict, the parties agree to make every reasonable effort to accommodate the needs of the other party. Meetings at any other times on Agency property and during working hours must have the approval of the Chief People Officer or their designee.

#### **Article 7 – UNION VISITATION AND COMMUNICATION**

- A. The Union's representative may visit the Employer's premises for the purpose of conferring with the Employer or Union members (subject to release time provisions) provided reasonable advance notice is given.

B. The Union shall have the use of a bulletin board for the publication of Union Announcements.

C. The internal E-mail system at the Employer's main office shall have one user group which includes all of the then current Union employees. The Union user group shall be maintained by a staff person responsible for the E-mail system.

### **ARTICLE 8 - UNION IDENTIFICATION**

A sentence stating, "Employees of Oxfam America who are members of collective bargaining units are represented by New England Joint Board, UNITE HERE, and by SEIU, Local 500" shall appear on the Oxfam America website and may appear in external communications.

### **ARTICLE 9 – NOTICE**

Any notice pursuant to this Agreement shall be given by certified mail and email to the Union, SEIU Local 500, at its headquarters to the attention of the Executive Director of the Union at 12 Taft Court, Rockville, MD 20850, by email to the Union executives at email addresses provided by the Union, by email to the Oxfam America DC union co-chairs of Local 500, and by email to the Employer's Chief People Officer.

### **ARTICLE 10 INTRODUCTORY PERIOD**

A newly hired employee shall be required to serve a six (6) month introductory period. The Employer may extend the introductory period for an additional two (2) months (as long as the total duration of the Introductory Period is a maximum of eight (8) months) for reasons identified in writing to the employee in consultation with the Union. The Employer may only extend the Introductory Period for the following reasons: if the manager or employee is unavailable due to travel, illness and/or injury; and/or if the employee has performance issues; and/or if the nature of the employee's project assignment requires more time for an adequate assessment than a six (6) month period.

### **ARTICLE 11 – HOURS OF EMPLOYMENT (AGREED)**

A. The regular hours of work for regular full-time employees shall be thirty-five (35) hours per week excluding meal periods. The normal work day starts between 8-10 A.M. and ends between 4-6 P.M. Monday through Friday. The organization operationally defaults to Eastern Standard Time zone.

B. Employees' work schedule may have flexible work hours within the hours of 8:00 A.M. and 9:00 P.M. on weekdays. The Employer cannot unreasonably deny an employee's request for flex time or specific flex time schedules. The Employer reserves the right to deny flex time or specific flex time schedules as a result of department or agency needs, such as coverage, project or work needs or as a result of scheduling conflicts.

C. The Employer has the right to establish new work shifts for hours some or all of which may be outside the normal work day to be posted and filled by new employees.

D. The Employer reserves the right to deny an employee's request to work off-site as a result of department or agency needs inclusive of required in-office time or the employee's inability to perform their responsibilities because of unavailable or insufficient technology.

E. Should an employee and manager be unable to reach an agreement on a flexible working arrangement (involving either work off-site or flexible working hours or both), they will consult with Human Resources to determine a solution. HR will provide managers with support and coaching in managing virtual teams in order to develop the necessary skills.

F. Lunchtime briefings are generally for the purpose of staff development and attendance is not compulsory. Briefings which are compulsory or contain information important to an employee's ability to do their job will be scheduled during working hours.

G. Employees classified as non-exempt employees under the Fair Labor Standards Act are provided with two (fifteen) (15) minute paid breaks, one in the morning and one in the afternoon.

## ARTICLE 12 - COMPENSATORY TIME

A. Employees classified as exempt under the Fair Labor Standards Act, including Fixed Term Employees and Special Project Employees, will receive compensatory time off in lieu of overtime when required to work more than thirty-five (35) hours in any Sunday through Saturday period. Compensatory time off shall be calculated at the rate of one hour for each hour worked to a maximum accumulation of thirty-five (35) hours. Except in an emergency, all time worked that would result in the award of compensatory time requires the advance approval of the employee's supervisor. Compensatory time shall not be awarded for periods of less than (1) hour. Meal periods spent working will not be considered as eligible for compensatory time off unless specifically requested and/or approved by the employee's supervisor.

B. All compensatory (comp) time earned and used must be documented in time sheets and will be accumulated on the monthly leave balance report. The employee shall have the right to use all documented compensatory time. Employees are expected to schedule use of comp time with their supervisor as quickly as possible as it is earned, and no later than six months after accrual."

C. There is no payment for unused compensatory time in the event of employment termination except for employees laid off in accordance with Article 17.

## ARTICLE 13 – OVERTIME

A. Employees classified as non-exempt under the Fair Labor Standards Act, will be paid for all hours worked in excess of thirty-five (35) hours per week (Sunday through Saturday)

as follows: Between thirty-five (35) - forty (40) hours, employees will be compensated at their regular hourly rate of pay. After forty (40) hours, such employees will be paid on the basis of one and one-half times their regular hourly rate of pay. All time recorded as holiday, vacation and bereavement leave and jury duty, when the employee is on official jury duty business for seven (7) hours per day, are included in calculating the thirty-five (35) hour base period.

- B. Overtime work opportunities will be assigned to qualified staff on the basis of seniority within individual departments and rotated among eligible employees. Any dispute regarding whether or not an employee was offered overtime shall be subject to the grievance, but not the arbitration provisions, of this Agreement.
- C. Employees who work two (2) or more extra hours in one day shall be reimbursed taxi fares from the Employer's office to a safe place of public transportation, and from a place of public transportation to their homes. Employees who work three (3) or more extra hours in one day shall be entitled to a one-half hour paid supper period.
- D. Except in emergencies, overtime can only be authorized by an employee's supervisor or their designee in advance.
- E. Employees may not unreasonably refuse to work overtime.

#### **ARTICLE 14 – RECOVERY TIME**

Upon returning from international assignments, employees may, within a reasonable period of time, ideally no more than two weeks, take up to two (2) days off with pay as recovery days.

The purpose of Recovery time is to provide employees with time off after a work-related trip to recover as needed. Managers should encourage staff to take recovery days and work with them to plan schedules to meet operating requirements of departments. Staff can also request up to one (1) recovery day for domestic trips coast to coast or flights that are significantly delayed and require a significant time away from home.

#### **ARTICLE 15 – TRAVEL TIME**

This policy applies to all regular full-time and regular part-time, Fixed-Term and Special Project employees.

**A. Definition of Travel Time:** Travel time is defined as time spent in travel away from home outside of regular working hours as a passenger on an airplane, train, boat, bus, automobile, or in transit. Travel time excludes the employee's normal commuting time and/or meal breaks.

Time spent working while traveling is defined as work time and not travel time.

**B. Non-Exempt (Hourly) Employees:** Employees will record all time worked and will be eligible for straight time or overtime pay in compliance with the Fair Labor Standards Act (FLSA) and applicable Department of Labor (DOL) regulations. In addition to all regular hours worked each day, employees traveling on behalf of the Agency may record up to 10 hours in a 24 hour period

of travel time for travel on a weekday within or outside of regular business hours (9 AM to 5 PM) and on a weekend, within or outside of regular business hours.

Travel time must be approved and authorized by the employee's supervisor.

C. Exempt (Salaried) Employees: Employees will record all time worked and will be eligible for their regular salary in compliance with the Fair Labor Standards Act (FLSA) and applicable Department of Labor (DOL) regulations.

In addition to regular hours worked each day, employees traveling on behalf of the agency may record up to 10 hours in a 24 hour period for travel on a weekday within or outside of regular business hours and on a weekend, within or outside of regular business hours. Travel time excludes the employee's normal commuting time and/or meal breaks.

Travel time must be approved and authorized by the employee's supervisor.

## **ARTICLE 16 – SENIORITY**

- A. Definition. Seniority shall mean a regular full-time, regular part-time, special project, fixed-term employee's continuous and uninterrupted service to the Employer in a classification covered by the Agreement, unbroken by any of the reasons specified in Section (C) below. The seniority of regular full-time employees and regular part-time employees shall date from the employee's first date of hire by the Employer. Employees will continue to accrue seniority up to six (6) months during approved parental, sick, maternity or other related medical leaves or approved leaves to engage in activities directly related to the Agency. Employees shall not continue to accrue seniority during periods of any other leaves of absence or leaves of absence for longer than six (6) months or periods of layoff, with the exception of employees seconded to an Oxfam International affiliate who will continue to accrue seniority throughout the duration of their secondment.
  
- B. Short-Term Temporary Employees or Interns. All short-term temporary employees or interns who become regular employees shall receive credit for continuous and uninterrupted temporary service in the same manner as if they had been regular employees from the beginning of employment or internship.
  
- C. Termination of Seniority. A regular or fixed-term employee's seniority and their employment shall terminate upon the occurrence of any of the following:
  - 1. Resignation;
  - 2. Discharge or termination.
  
- D. Employee Rehire. If an employee is hired within six (6) months of their termination and works one (1) continuous calendar year following rehire, the employee will be credited

with the seniority they had prior to the termination unless the employee had been terminated for cause from the prior employment.

## **ARTICLE 17 - LAYOFF**

- A. Definition of a Layoff. A Layoff is defined as a separation from employment because of budgetary reasons, lack of work, reorganization and redefinition of Oxfam America's needs.
- B. Notice Procedures.
1. Where the Employer determines that layoffs are necessary, it shall provide at least eight (8) weeks advance written notice (and make best efforts to provide more notice) to the SEIU and DC co-chairs of Local 500 of the layoffs, and identify the department and titles in which it has determined that layoffs shall occur. In the event that layoffs are the direct result of the automation of job duties previously performed by a bargaining unit employee, the Employer will provide three (3) months' notice to the SEIU and the DC co-chairs of Local 500. In the event an employee is involuntarily reduced to part-time status as a result of poor Agency finances, the Employer will return the employee to full-time status if and when in its discretion, it determines that agency finances have improved to the point that it is practicable to do so. The above advance notice provisions for layoffs also apply.
  2. The Employer and the Oxfam America DC Union co-chairs, shall discuss and attempt to reach agreement upon whether the Agency's needs may be met by means other than layoffs, such as job sharing, reduction in hours or filling of vacant positions. Such discussion will commence not later than one week after written notice has been provided to SEIU and the Oxfam America DC Union co-chairs, and may include an Interest-Based Bargaining approach but is not limited to this approach and will be based on the principles of partnership, collaboration, joint effort, and mutual understanding as well as Oxfam's stated feminist principles.. If agreement has not been reached by the end of the notice period, the Employer may unilaterally implement the layoffs, including such modifications as may be agreed upon or as may arise from the discussions.
  3. After the union notice period, or earlier by mutual agreement of the Employer and the co-chairs, but at least four (4) weeks before the effective date of the layoff, the Employer will provide the employees selected for layoff with notice of the layoff. The Employer shall make best efforts to provide more notice.
- C. Definition of Qualified Employees. A Qualified Employee as used in this Article is one who possesses the qualifications for the position as set forth in the job description. If an employee is deemed not qualified to perform a job, they will be given the reasons in

writing, upon request, prior to being laid off. The Employer shall determine whether an employee is qualified at the conclusion of a process involving a committee comprising staff and management.

D. Layoff Procedures. Layoffs shall be subject to the following procedures:

1. Layoffs shall occur in the department among employees within the same job title by laying off the employee(s) with the least seniority in that title, provided that where the job of the employee to be laid off is not being abolished, there is another employee qualified to perform the job. In the case where the person with the least seniority in that title is solely qualified to perform that job, the next least senior person in that title is laid off unless that person is solely qualified and so forth.
2. Layoffs shall occur by specific job where that job is being abolished.
3. An employee with less than one year of seniority who is occupying a position of another employee on leave of absence may be laid off by the Employer upon the return of the employee on leave with fourteen (14) days notice to the employee and the Union. This provision shall not be subject to Sections C and D.

### **ARTICLE 18 RECALL**

A. Rights. An Employee who is laid off shall have the right to be recalled to their former position or any vacant position within their level for which they are qualified, within two years from the date of the layoff.

B. Seniority. Recall shall be in order of Agency seniority provided the employee has the qualifications to perform the work. The Employer shall maintain a recall roster from which employees shall be recalled to vacant or new positions. Employees on recall status will have no greater rights to apply for or be selected to a promotional position than employees who are internal candidates for that position.

C. Internal Positions.

1. During the two-year recall period, the laid-off employee may apply for internally posted positions other than positions referred to in Section A above or promotional positions and will be considered on the same basis as internal candidates.
2. The Employer will provide notices of postings to all persons on the recall roster. Notices will be emailed to the most recent email address on file confirmed, at a minimum, during the exit interview. The Employer will post on its internet and intranet sites notices of all such internal positions.



3. The internal application process in no way makes a person eligible for a job for which they are not qualified.

D. Procedure for Recall.

1. The Employer shall provide a notice to the employee by electronic mail to the employee's last email address on file.
2. The employee has two weeks from the date of the notice to respond regarding their intent to return.
3. Failure of an employee to respond within two weeks will be deemed to be termination of the employee's rights to recall to that position.
4. Failure of an employee to commence employment within four weeks of the date of the recall notice shall be deemed to be termination of the employee's recall rights for that position.
5. Laid-off employees, upon their request, will be dropped from the recall roster.

E. Special Project Employees. Special Project Employees shall not be eligible for recall.

### **ARTICLE 19 – SEVERANCE**

A. Severance pay at the rate of one (1) week of pay for each year of employment shall be paid to all employees under the following conditions:

1. In the event of the voluntary or involuntary liquidation of the entire business of the Agency, or
2. In the event of layoff of that person.

B. An employee who elects to receive severance pay shall be deemed to have waived any rights that they may have to recall and any obligations of the Employer in these respects shall be terminated. However, an employee who elects severance pay may for one year from the date of layoff apply for internally posted positions and will be considered as an internal applicant. Upon request from an employee receiving severance pay, the Employer will send to that employee's last known address copies of notice(s) of vacancies for a maximum of one (1) year from the date of layoff.

C. Severance pay shall be paid in bi-weekly increments. In the event an employee is rehired or is a successful candidate for an internally posted position, prior to their severance pay being paid in full, the payment of severance shall cease.

D. If the employee is rehired and subsequently laid off, they will be entitled to severance at the rate of one (1) week for each year of employment since the employee's most recent date of rehire.

E. An employee laid off under Article 17 shall be entitled to receive any deferred holidays, compensatory time and paid time off not taken by the date of the employee's layoff.

F. For Special Project employees, severance will only apply after one year of continuous employment but shall not be paid to any Special Project employee whose term ends at the conclusion of the contract, or in the case of project completion prior to the end of the contract term.

G. Severance Agreements shall comply with controlling NLRB rules or binding precedent.

## **ARTICLE 20 - DISCIPLINE AND TERMINATION**

- A. The Employer retains the right to discipline or discharge for just cause.
- B. The reasons for the termination may include, but are not limited to incompetence, excessive absence or lateness, or poor work performance.
- C. Prior to the discharge of any non-introductory period employee, the Employer will take the following steps, in order, each setting out the conduct or work performance complained of and performance or conduct required, separated by a reasonable interval of time:  
  
One coach and counsel;  
One verbal warning; and  
One written warning
- D. The “coach and counsel” is a verbal conversation, ideally in person, between the employee and their manager. A written document of the coach and counsel meeting has to be produced by the manager, which can be satisfied by an email or memo clearly identified as a coach and counsel in the title or subject line. The Agency will remind staff of their option to have the coach and counsel shared with their Union representatives if they choose. Every coach and counsel expires after six months unless the conduct identified in the coach and counsel has resulted in a verbal or written warning in the interim, or the employee is still on a performance improvement plan directly related to the conduct laid out in the coach and counsel. The Union may grieve, but not arbitrate, a coach and counsel.
- E. The Employer may discharge an employee without notice and/or warning period for gross misconduct including, but not limited to gross insubordination, stealing the Employer’s property, intoxication or use of illegal substances while on the job, serious neglect of duty or where the employee has not completed their introductory period. The discharge of an Introductory Period employee is not subject to the grievance and arbitration process.
- F. An Employee who is absent from work for five (5) or more consecutive days without notifying their supervisor shall be deemed to have voluntarily resigned their employment, except in unusual circumstances.
- G. If the reason for discipline involves gross misconduct and the employee is not discharged without notice under Section C above, then the Employer may discharge the employee with less than one verbal and one written warning provided the employee

received a written warning containing an express statement that any violation of the warning would result in discharge.

- H. If discharge is necessary, at least two weeks written notice will be given to the employee except in cases of just cause. The Employer may elect to discharge an employee with pay in lieu of the notice period. Upon discharge, an employee will receive any accrued paid time off ("PTO") due him/her under the PTO Article.
- I. If a discharge or suspension involves prior discipline on which a grievance is pending, that prior disciplinary action will be consolidated with the most recent disciplinary action for purposes of arbitration.
- J. No employee shall receive disciplinary action solely as a result of up to two requests for help from the Employer in dealing with a problem of substance abuse or chemical dependency.
- K. The Agency will take steps to regularly educate and provide materials to inform staff and managers about the performance improvement, discipline, and termination policies and practices.

#### **ARTICLE 21 – GRIEVANCE AND ARBITRATION**

A. The term "grievance" shall mean any dispute concerning the application or interpretation of the terms of this Agreement, and include an Individual grievance raised by and pertaining to an individual member of the Union, and a Contract grievance, raised by, and pertaining to the Union or the application or interpretation of this Agreement generally.

B. Grievances shall be in writing as set forth in the processes identified below, and shall set out the nature of the grievance and the article/section of the Agreement alleged to have been violated and the relief desired.

C. For Individual grievances, there should be a first informal stage of the grievance process which provides for informal resolution of grievances between the employee and the immediate supervisor. This is strongly recommended as the means of dealing with the subject of a potential grievance and attempting to resolve it.

D. For Individual Grievances, the Grievant and no more than two union representatives shall have the right to participate in all steps of the grievance process. The Grievant may use witnesses in order to present their case. For Contract Grievances, the Union co-chairs shall have the right to participate in all steps of the grievance process.

E. Steps in the Individual Grievance process:

Step one – Verbal (Informal): An employee who believes that he or she has a grievance shall verbally present the grievance or complaint on an informal basis to the employee’s immediate supervisor or designee.

Step Two – Written (Formal): If the grievant is not satisfied with the disposition at the Verbal Stage, or if the Supervisor does not respond, he or she may present the grievance to the Union for review, and if the Union deems the grievance to be meritorious, the Union shall file a written grievance with the immediate Supervisor within thirty (30) work days after the incident or condition which gave rise to the grievance was known or reasonably should have been known by the grievant. The written grievance shall contain a clear written statement of the nature of the grievance, the date of the alleged violation, the Article(s) of the Agreement on which the grievance is based, the proposed remedy to the grievance and the signature of the affected employee and/or the Union representative. The Employer shall have ten (10) work days from its receipt of the written grievance to provide a written response to the Union. If management fails to respond within the time limits specified, the grievance shall be deemed denied, and it shall be automatically advanced to the next step of the grievance procedure.

Step Three – Escalation (Formal): If the grievance is not satisfactorily settled at Step Two, the Union may appeal it in writing to the Employer’s Chief People Officer within five (5) work days after receiving

the Employer’s Step Two written response or from the date on which the grievance is deemed denied, as referenced above. Not later than seven (7) work days after Step Two has been appealed, the Employer’s Chief People Officer or their designee shall meet with the Union and employee in an attempt to resolve the grievance. The Employer will give a written response to the Union within ten (10) work days after the conclusion of the meeting between the parties. Grievances involving the discharge of the employee will be filed at Step Two of the grievance procedure within fifteen (15) working days of the date of discharge.

With written notice, including email, either party may extend time limits on any grievance in Steps One and Two for a period not to exceed five (5) work days. If the Employer fails to comply with the grievance time limits, the grievance shall be deemed denied and shall automatically proceed to the next step of the grievance procedure. If the Union and/or employee fail to comply with the grievance time limits in Steps One or Two, the grievance shall be settled upon the basis of the Employer’s last response without precedent and all further proceedings are waived. Such grievance shall be non-citable.

Step Four Binding Arbitration: If the grievance remains unresolved, the Union shall have fifteen work days (15) to appeal the grievance to arbitration from the date of the last written final response from the Employer, or from the date on which the grievance is deemed denied, by making written notification to the Employer and a simultaneous written request for arbitration to the American Arbitration Association

("AAA"). The arbitrator shall be selected and the arbitration conducted pursuant to the AAA Labor Arbitration Rules.

No reprisals of any kind shall be taken by the Employer against an employee for filing a grievance or assisting the union in the enforcement of this agreement, or because of their membership in SEIU Local 500 or because of other protected concerted activity.

No employee shall be disciplined or suffer loss of pay, or benefits or change in employment position, as a direct result of truthfully reporting facts in any investigation conducted by the Employer, the Union or any government agency.

F. Where the Grievant is someone on travel status, the Union has 30 days to file a grievance as per Section C. The grievance will be held in abeyance at the second step until the return of the Grievant, unless the Grievant waives their right to a hearing and agrees to submit their position and evidence in writing.

The overseas courier can be used to transmit materials regarding the grievance. However, the Employer will not pay for any other expenses regarding the grievance process incurred because of travel.

G. Steps in the Contract Grievance Process:

Step One (Informal): If the Union believes that it has a grievance, it shall present the grievance verbally or via email on an informal basis to the person responsible for the perceived infraction, with a clear statement of the nature of the grievance. The Employer shall have (10) work days to respond to the Union.

Step Two Labor Management Committee: If there is no known party responsible for the grieved incident or source of the grievance, or if the party responsible does not respond, or if the Union is not satisfied with the disposition or resolution at Step One, the Union shall raise the grievance in the Labor Management Committee. The grievance shall be raised not later than 30 days after the date on which the alleged act or omission giving rise to the grievance occurred or after the date on which the Union reasonably should have known of the circumstances giving rise to the grievance. The grievance shall be proposed as an agenda item in accordance with the process agreed to by the Labor Management Committee for adding topics to its agenda. Items deemed as urgent or time-sensitive in nature will be identified as such for scheduling within 30 days. The Committee will discuss the grievance, and will work collaboratively to reach an agreeable solution to the grievance. Management representatives of the Labor Management Committee will consult with other members of the Agency as needed for additional information, context, and guidance. Parties may request information in the Labor Management Committee to facilitate constructive conversations and problem-solving, and access

to requested information will not be unreasonably denied by either party. This step may occur over the course of multiple Committee sessions, as required by the nature and scope of the grievance. Parties should aim to resolve most grievances at this step, and will demonstrate continued good faith efforts to actively engage with one another throughout the duration of this step.

**Step Three – Written (Formal):** If the Union is not satisfied with the disposition at the Labor Management Committee Stage, or if the Employer does not respond, the Union shall file a written grievance with the Chief People Officer within ten (10) work days of the conclusion of the Labor Management Committee stage. The written grievance shall contain a clear written statement of the nature of the grievance, the date of the alleged violation, the Article(s) of the Agreement on which the grievance is based, the proposed remedy to the grievance, a summary of the discussion at the Labor Management Committee stage, and the signature of the Union representative(s). The Employer shall have ten (10) work days from its receipt of the written grievance to provide a written response to the Union. If management fails to respond within the time limits specified, the grievance shall be deemed denied, and it shall be automatically advanced to the next step of the grievance procedure.

**Step Four – Escalation (Formal):** If the grievance is not satisfactorily settled at Step Three, the Union may appeal it in writing to the Vice President of Strategy & Operations within five (5) work days after receiving the Employer's Step Three written response. Not later than (14) work days after Step Three has been appealed, the Employer's Vice President of Strategy and Operations or their designee shall meet with the Union in an attempt to resolve the grievance. The Employer will give a written response to the Union within ten (10) work days after the conclusion of the meeting between the parties.

With written notice, including email, either party may extend time limits on any grievance in Steps One and Two for a period not to exceed (10) work days. If the Employer fails to comply with the grievance time limits, the grievance shall be deemed denied and shall automatically proceed to the next step of the grievance procedure. If the Union fails to comply with the grievance time limits in Steps One or Two, the grievance shall be settled upon the basis of the Employer's last response without precedent and all further proceedings are waived. Such grievance shall be non-citable.

**Step Five Binding Arbitration:** If the grievance remains unresolved, the Union shall have fifteen work days (15) to appeal the grievance to arbitration from the date of the last written final response from the Employer, or from the date on which the grievance is deemed denied, by making written notification to the Employer and a simultaneous written request for arbitration to the American Arbitration Association ("AAA"). The arbitrator shall be selected and the arbitration conducted pursuant to the AAA Labor Arbitration Rules.

No reprisals of any kind shall be taken by the Employer against an employee for filing a grievance or assisting the union in the enforcement of this agreement, or because of their membership in SEIU Local 500 or because of other protected concerted activity.

No employee shall be disciplined or suffer loss of pay, or benefits or change in employment position, as a direct result of truthfully reporting facts in any investigation conducted by the Employer, the Union or any government agency.

H. The arbitrator shall have no power to add to, subtract from or modify any provision of this Agreement or to issue any decision, or award inconsistent with applicable law. Unless inconsistent with the preceding sentence, the decision or award of the arbitrator shall be final and binding upon the parties subject to their rights under the Federal Arbitration Act and shall be issued within 30 calendar days of the arbitration hearing.

I. Unless otherwise specified, the time limits referred to herein are calendar days. If the Employer exceeds any time limit, the Union may assume that the grievance is denied and may invoke the next step of the process except in such cases where the management person at that prior step is traveling outside the office for more than one week. In such cases, the deadline for management response shall be four weeks from the date of filing at the level in question or one week from the date of the manager's return, whichever is sooner.

No deadline shall be binding on the Union until a required response is given.

J. Any step or steps in the grievance procedure as well as time limits prescribed at each step of this grievance procedure may be waived by mutual agreement of the parties in writing.

K. All fees and expenses of the arbitrator, if any, which may be involved in the arbitration proceeding shall be divided equally between the Union and the Employer. Each party shall bear the cost of preparing and presenting its own case.

#### **ARTICLE 22 - NO STRIKES**

The Parties commit to respectful and good-faith engagement on employee concerns and disputes concerning the application or interpretation of the terms of this agreement.

No employee covered by this Agreement shall engage in, or induce any strike, work stoppage, slowdown, or withholding of services. The Union agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown, or withholding of services.

Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown, or withholding of services, the Union shall forthwith disavow any such strike, work stoppage, slowdown, or withholding of services and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the Employer, the Union shall take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, slowdown, or withholding of services and return to work forthwith.

The Employer has the right to discipline or discharge any employee who violates this Article.

The Employer agrees there shall be no lockouts during the term of this Agreement.

### **ARTICLE 23 – HARASSMENT**

A. The Parties agree to abide by all federal, state, and local laws prohibiting harassment and further agree that harassment on the basis of race, color, religion, creed, age, national origin, ethnicity, sex, sexual orientation, gender expression, gender identity, disability, or hair will not be tolerated. The Employer agrees to take measures to educate staff members about and take preventive precautions against harassment.

All employees will be covered by the Agency’s Sexual Harassment Policy and Bullying, Awareness, and Prevention Policy, copies of which will be provided to each employee upon employment with the Agency. The Agency will remind staff of their option to speak to (or involve) their Union representatives if they are involved in a case of bullying.

B. No reprisal or retaliation of any kind shall be taken against any person for utilizing this Article, except for such discipline as may be applied pursuant to this provision.

C. In the event of a dispute under this Article, a grievance may be filed at Step 2 of the Grievance and Arbitration provisions contained in Article 21. If any corrective or disciplinary sanctions affect rights of an accused which are protected by other procedures under this Agreement, such procedures may be invoked, but only on the question of the appropriateness or severity of the corrective actions or disciplinary sanctions.

### **ARTICLE 24 - HEALTH, SAFETY AND TECHNOLOGY**

A. Employer Responsibility. The Employer has a duty of care to provide a working environment that is safe and without risks to physical and mental health and agrees to maintain a safe and healthful workplace for its Agency offices in



Boston, Massachusetts and Washington, DC, (“Agency Offices”) as set out in applicable federal, state, and local health and safety laws and regulations. The Employer shall furnish and maintain a healthful, ergonomically sound, sufficiently ventilated, properly heated, cooled and lighted workplace at its Agency offices in accordance with existing law.

B. Specific Standards.

1. No employee shall be required to work under conditions of emergency which are a hazard to their safety nor shall such employee suffer any loss of pay as a result of their refusal to work under such conditions.
2. In the event the temperature in any Agency US office rises above 85°F or falls below 60°F, affected employees may leave the office and shall suffer no loss of pay provided that no other suitable work space meeting the above standards can be found. Staff who are able to work outside of the office will do so to the extent possible, with any resulting additional travel time counting as regular hours worked.
3. The Employer agrees to provide employees with a smoke-free environment in its Agency offices.
4. All employees shall receive adequate training and information on the safe use of all equipment.

C. Indoor Air Quality.

1. The Employer agrees to encourage its landlords at its Agency US offices to take appropriate action when problems arise.
2. All office equipment or other machines at the Agency US offices that emit fumes or mists shall be serviced and maintained by the vendor.
3. All employees exposed to workplaces at the Agency US offices with air quality problems that develop health problems shall have access to all necessary medical care under workers' compensation to the extent required by law.

D. Technology & ergonomic equipment.

1. The Employer shall provide technological and ergonomic equipment, software, and training to enable staff to work effectively in their primary work environment, whether in an Agency office, remote, or mix thereof, and to meet the business needs to accommodate global communications, a hybrid work model, flexible work arrangements, in accordance with our carbon reduction goals, and in alignment with our strategic framework. Different equipment may be provided with comparable functionality to meet the needs of workers in their primary work environment.
2. The Employer and Union, through the Labor Management Committee, shall meet to address issues pertaining to technological and ergonomic needs. Management will maintain a list of available equipment and shall develop a policy and process for employees to request technological and ergonomic equipment to successfully meet their job functions. The Employer cannot unreasonably deny an employee's request for ergonomic equipment that supports their physical health and well-being necessary to carry out their job function.

E. Health and Safety Policies: Management, in consultation with Union Co-Chairs or their designee, shall develop policies for the health and safety of staff.

F. Complaints. Complaints regarding health and safety conditions shall be presented in writing to the Office Manager or their designee, who shall respond to the complaint as soon as possible, but no later than forty-eight (48) hours after receipt. Issues of a systemic nature may be brought to the attention of the Labor Management Committee.

G. Disputes. Only disputes arising under Sections B, C, and D of this Article which set forth specific standards shall be subject to the grievance and arbitration provisions of this Agreement. Disputes arising under the other sections of this Article are not subject to the grievance and arbitration procedures.

## **ARTICLE 25 - STAFF DEVELOPMENT**

Staff Development is an agency priority, helping Oxfam attract and retain staff while ensuring Oxfam continues to deliver on its mission. In line with Oxfam's Strategic Framework, the agency will create opportunities for staff to learn, lead, and innovate in their professional roles, while also providing additional opportunities outlined below:

A. Orientation and Onboarding Program.

1. Oxfam will provide orientation to each new employee within approximately two weeks of their hire on the following topics:

- a. personnel benefits
- b. office services
- c. Union membership
- d. An overview of Agency policies and where they are located

2. Within two months of hire, the hiring manager and respective department will provide to new employees an orientation session on the following topics:

- a. development philosophy of the Agency
- b. sources of contribution to the Agency
- c. an overview of departmental structures and functions

B. Staff Development Committee.

1. The Employer and the Union shall establish a joint staff/management committee to focus on issues of staff development. The Staff Development Committee shall formulate a Staff Development Strategy as an integral aspect of the annual strategic planning process. This plan shall focus on capacity-building at the organizational level that supports the strategic direction and mission of the agency in accordance with the Oxfam Strategic Framework.

2. Staff development, as a responsibility of the Staff Development Committee, will work with Human Resources to identify training priorities. The Employer will provide in each fiscal year a training account for Staff Development Programs. The sum in the training account shall be calculated by multiplying the number of employees covered by this Agreement by \$86.00. In the event that sum is insufficient for training, the Committee will appeal to the Senior Leadership Team for more funds recognizing that training is an Agency priority in accordance with the Oxfam Strategic Framework. A portion of the Staff Development Committee money can be reappropriated to financially support those union members on sabbatical.

3. The Staff Development Committee shall develop a centralized repository of professional development opportunities that exist within the agency and externally. This information shall be regularly updated, made available to staff in a central location and regularly shared with all employees.

C. Organizational Staff Development.

1. Human Resources will work with managers in the agency to provide guidance, support and expectations regarding staff development practices and budgeting.

2. All managers and employees will have professional development

incorporated into their performance objectives; and each manager will work jointly with their employees to identify professional development goal(s) and opportunities.

3. Management shall provide sufficient resources in its annual budget to provide training for its staff in skills related to the execution of its employees' jobs, as detailed in the approved job descriptions and consistent with departmental goals, and staff development metrics outlined in agency operational plans. Human Resources will share this budgetary information with staff.

D. Union Tuition Fund (UTF). The Employer hereby agrees to provide each fiscal year, in advance, the sum of four hundred (\$400.00) dollars multiplied by the number of employees in the bargaining unit as of the date of the commencement of the fiscal year less the amount in the fund remaining from prior years into a Union Tuition Fund.

1. The Union Tuition Fund shall be allocated for individual employees to cover all or part of the costs of career development or related activities of mutual interest and benefit to the Employer and Employee, and that enhance the employee's ability to carry out their job. The Union Tuition Fund shall not be used to cover training for skills that are fundamentally related to the execution of an employee's job description.

2. The Union Tuition Fund will be administered by the Union and subject to such reasonable rules as may be adopted by the Union.

3. The Union will submit a quarterly report to management on the use of the Union Tuition Fund.

4. Some portion, up to 25%, of the Union Tuition Fund may be reappropriated to financially support those union members on sabbatical.

E. Leave Time.

An employee must use PTO for Union Tuition Fund related skill and development activities with prior supervisory approval.

## **ARTICLE 26 - EVALUATIONS**

A. The Employer shall conduct an evaluation of all employees upon the successful completion of their Introductory Period and annually. This evaluation shall be based upon the employee's performance goals, agreed upon jointly by the employee and their manager and the performance evaluation policy of the Agency. It is preferable that there be performance goals; however, in the absence of performance goals, the job description will be used as the basis for evaluation. In that instance, the manager and employee will jointly agree on the points from the job description for evaluation. The employee may challenge the accuracy of the evaluation by filing a written statement in response to the evaluation. A challenge to the accuracy of an evaluation is subject to the grievance procedure, but not to the arbitration provisions of this Agreement. Evaluations are not in and of themselves disciplinary.

- B. At the time of the employee's evaluation, the employee may provide a formal written evaluation of their manager, to be submitted to the manager's manager. This feedback should be considered in the manager's performance evaluation.
- C. Employee and their manager should use evaluations to identify areas for the employee's professional development and growth.

## **ARTICLE 27 - JOB OPENINGS**

- A. Positions covered by the provisions of this Article for purposes of internal selection are those bargaining unit positions which the Employer determines to fill.
- B. Vacancies/ New Positions.
  - 1. If a vacancy occurs in the bargaining unit, any temporary arrangement to cover the work (e.g., have a manager do it, hire a temporary employee) can only be in effect for the 180 days following the actual vacancy of the position or up to a maximum of two (2) weeks prior to the actual vacancy of the position provided such notice of resignation was received in writing from the employee, whichever occurs first.
  - 2. Upon the completion of 180 days, the Employer must either a) fill the position on a regular basis with the current or revised job description; or b) demonstrate a good faith effort to fill the position within the next two months (a good faith effort includes reviewing the job description, posting the job description, and actively recruiting, receiving and reviewing resumes) or c) make a determination not to fill the position. A temporary arrangement to cover work may only be extended for more than 180 days past the two week period prior to the creation of the vacancy or the actual vacancy of the position, whichever is applicable, provided the Employer has demonstrated a good faith effort to fill the position.
  - 3. A determination by the Employer not to fill the position under Section 2 above, shall not restrict the Employer's ability to fill the position on a non-temporary basis at a later time under the provisions of this Article.
- C. Employees must have completed their introductory period at the Agency in their position before they are eligible to apply to a job opening.
- D. The Employer will post all job openings electronically. If employees who are or will be out of the country on Agency business or on leaves of absence apply for a position and meet the qualifications for such position, the position will be held open for their return or for a 30-day period, whichever is less, unless there is a compelling reason to fill the position at an earlier time.

- E. All internal applicants will be notified within 15 working days from submission of the application as to whether or not they will be offered an interview. Interviews will be granted to applicants that meet the minimum qualifications set forth in the job description.
- F. Consistent with the commitments to supporting a diverse and inclusive workforce as outlined in Article 2 of this contract, the Employer may select a qualified external applicant for the job despite the application of internal candidates.
- G. If diversity is not a factor, an external applicant may be awarded an open position for which internal qualified employees have applied only if the external applicant is substantially more qualified than the internal applicant who would otherwise have been given the job. Among qualified internal applicants where there is not a substantial difference in the qualifications among applicants, then seniority will be the determining factor.
- H. Hiring decisions will be made by the Employer at the conclusion of a process involving a Hiring Committee.
- I. The employee who fills a new job classification in accordance with this Article shall be required to serve the requisite Introductory Period. If an employee is awarded a job in a new classification, management will offer training and support in order to enable that employee to perform the new job duties satisfactorily. If, at the end of this Introductory Period, the employee decides that they do not wish to remain in the position or if the Employer decides that they are not performing the new job satisfactorily, the employee may return to their former position at the same rate of pay they would have received if they had never left that position, provided the position is available and no offer or job commitment has been made to anyone else. The Employer agrees to provide the employee with notice upon acceptance of offer by another candidate.
- J. If an employee is not given a job for which they have applied, they will be given the reasons why in writing upon request prior to the Employer filling of the position.
- K. Funding Contingencies. In the event that a new job is created for which funding is uncertain, Management will so advise the Union prior to recruitment for the position. If an internal employee is selected for the position, the employee's former position will be filled on a temporary basis until a final decision is made on whether, or not, funding will be available. The temporary employee will be hired after a full hiring process, but will be advised that their position is subject to the confirmation of funding for the position assumed by the regular employee and/or the regular employee's satisfactory performance and/or satisfaction with the new position. If funding is confirmed, the temporary employee shall be hired as an Introductory Period employee into the position without the need for an additional hiring process. The employee who fills the new job classification for which funding is uncertain may be

returned to their prior position if funding is unavailable or the Employer decides that the employee is not performing the new job satisfactorily under the terms set forth in Section I, or the employee wishes to return to their former position. If the regular employee returns to their former position, the temporary employee will be terminated.

- L. Fixed-Term and Special Project employees will be considered as internal candidates should they apply for a regular full or part-time position prior to the termination of the grant and for four (4) months thereafter.

## **ARTICLE 28 - PROMOTIONS AND POSITION RECLASSIFICATIONS**

A. Job Description Review Committee. The Employer and the Union will establish a Job Description Review Committee. Management will make best efforts to start a process to make available to employees generic Job Descriptions for standard positions, and indicate where those Job Descriptions fit within salary bands.

B. Positions. The Employer values the Job Description Review Committee's evaluation of the duties, requirements and classification of all Union positions and any position for which there is a question if it is a Union or Management position. Whenever the Employer creates a fundamentally new position or an existing position is vacant, the Employer will give the Union a copy of the job description. The Union has five (5) full business days to review the job description and submit a report to Human Resources. The Employer will communicate with the Job Description Review Committee before the position is posted.

C. Position Reclassification. Any employee's position reclassified to a higher band will receive at least a 3% increase, or the minimum of the appropriate band, whichever is greater. This increase is independent from annual increases specified in Article 31. When the new job description is finalized, the employee with full knowledge of the new compensation and responsibilities will receive the change in compensation level in the next pay period that begins at least one week thereafter. In the event that an employee assumed responsibilities prior to the job description being reclassified, the employee will receive compensation retroactive up to six (6) months within the same fiscal year.

D. Job Description Review. At the request of an employee, the Employer agrees to review that employee's job description. If, upon mutual consent, the job description is changed, it must be submitted to the Job Description Review Committee for review. The procedures in Sections B and C above will then be followed.

E. Promotion and Advancement. Human Resources shall develop, update and regularly disseminate a Promotion and Advancement Policy and will, on an annual basis or more frequently, inform staff of the principles, practices and processes for promotion and advancement in order to foster greater opportunities for advancement within the Organization.

F. Coverage for Vacancies. When a vacancy occurs, managers shall discuss coverage plans with remaining team members and establish a plan for continued coverage of work responsibilities. The manager will share with staff and Human Resources a written plan for

coverage, including anticipated length of the vacancy, to be assessed on a regular basis. Wage Adjustments or Relief in Higher Classification resulting from this vacancy coverage will remain as documented in Articles 28 and 31.

G. Wage Adjustments. In the event of an unfilled vacancy or leave of absence by another bargaining unit member of more than one (1) calendar month, which requires a significant increase in a bargaining unit member's job responsibilities or significantly impacts the quality of the work of another bargaining unit member. The employee can request and the Employer shall not unreasonably deny relief in the form of a temporary increase of at least X%, where X is at least 3%, retroactive to the date upon which the employee began to perform the work in question. The following formula will be used to determine the appropriate compensation:

0-16 Weeks X+0%  
17-24 Weeks X+1%  
25 Weeks or more X+2%

### **ARTICLE 29 - NEW WORKERS**

The Employer agrees to use the services of the Union, along with other sources, in seeking external applicants for employment and shall consider applicants referred by the Union equally with other applicants. The Employer shall ensure the Union has access and ability to receive automatic notifications of job postings in the organization's electronic recruitment platform so the Union can be informed of available positions in real time. It is understood that the decision on any application for employment is within the discretion of the Employer.

### **ARTICLE 30 - STAFF PARTICIPATION**

A. The Employer shall make a good faith effort to foster staff participation of all levels and in all departments of the organization.

B. Management and union recognize their mutual responsibility for and shall make regular efforts to inform their respective constituents on the contract and its contents.

C. Labor-Management Committee. In order to provide a means for continuing communications between the parties and for promoting a climate of constructive labor-management relations, and addressing issues concerning either party, there shall be a Labor-Management Committee which shall consist of equal representation of Union representatives and management representatives unless otherwise mutually agreed within the Committee.

The Committee will exercise the principles of partnership, collaboration, active listening, and mutual understanding in alignment with our feminist principles. No reprisal or discipline of any kind shall be taken against any person for acting in good faith while participating in the Labor Management Committee or for bringing issues to the awareness of the committee.



The Committee shall meet regularly to develop and address agenda items that may include topics related to the general application of this Agreement, organizational culture, staff wellness, and other matters of concern. These concerns include grievances as outlined in Article 21.

D. General Provisions Applicable to All Committees.

1. Meetings of any committee established under this Article or any other provision of this Agreement shall not be for the purpose of conducting negotiations or discussing pending grievances except as outlined in Article 21 relative to the Labor Management Committee, nor shall any matters discussed or decided upon at such meetings be subject to the grievance and arbitration provisions of this Agreement merely by virtue of their having been discussed or decided upon at such meetings.
2. Any amendment to this Agreement shall be reduced to writing and signed by all parties.

E. Policies. Employer agrees to make every reasonable effort to ensure equitable implementation of policies.

ARTICLE 31 – SALARIES (Agreed)

A. The salaries of all then current employees, as reflected in Appendix A, will be increased by the following amounts, effective as of the following dates, subject to the exceptions listed in the other subdivisions of this Article:

April 1, 2024	4.25%
April 1, 2025	3.25%
April 1, 2026	3%
April 1, 2027	3%

B. For all employees hired in the six months preceding any annual salary increase, such employee's annual increase will take place on the first pay period following the six month anniversary of the employee's date of hire, provided that the employee is not on disciplinary probation, as defined in Article 31G. Any employee hired after the date of a wage increase as specified above will not be eligible for such increase.

C. For any employee who is on disciplinary probation within a six month period prior to the date of the scheduled salary increase, the salary increase will only take effect on the first pay period following the six month anniversary of the employee maintaining acceptable performance. Maintenance of acceptable performance shall mean that no verbal or written warning was issued to the employee within the six month time period preceding the scheduled salary increase, and the employee has either met or exceeded expectations during that six month period.

D. Employees who have tendered their resignation before the date of the salary increase shall not be entitled to the salary increase in question, even if the employee's resignation becomes effective after the date of the salary increase.

E. For those employees who are on a non-FMLA leave of absence at the effective date of the salary increase, the increase shall take place on the first pay period following their return to work.

F. If the increase will move an employee's salary to the maximum of their band or if their salary is already at or above the maximum, any portion over that maximum will be paid as a one- time payment.

G. As used in this Article, the term "disciplinary probation" shall include those employees who have a verbal or written warning in their personnel files which the employee received within six months of the date of the intended salary increase or who have tendered their resignation by the effective date of such increase. Unless another verbal or written warning is received within a six month period of the salary increase, all future salary increases shall proceed as planned.

H. Relief in Higher Classification - In the event that an employee assumes the responsibilities of another employee in a classification in a higher band for a period in excess of one (1) calendar month, that employee shall receive at least a 3% pay increase for the period of time he or she replaces the other employee, retroactive to the date upon which the employee began to perform the work in question. This provision applies to the assumption of most duties and responsibilities of another employee. This relief classification will be reviewed at the six- month anniversary of when the work began. The increase set forth in this section is independent of the annual increases set forth above.

I. In the event an employee moves from a higher band to a lower band, the employee shall be placed in the lower band at the same percentage above the base.

J. Anyone moving from a position within a band to another position in the same band where the first position was scored below the numerical mid-point of the band and the new position is scored above the numerical mid-point of the band, will receive a 3% increase.

K. New hires may be placed in the band as appropriate and without contractual restrictions. The employer shall also be permitted to increase salaries for specific positions as necessary. The employer should inform the union of the fact that a particular union member has been given an increase.

L. All salary increases set forth in this Article shall be paid on the next regular payroll date following the effective date of the increase.

## **ARTICLE 32 - INSURANCE BENEFITS**

A. Life and Accidental Death and Dismemberment. The Employer shall maintain life insurance and accidental death and dismemberment policy coverage comparable to the policy in effect for employees at the time of ratification of this Agreement, subject to insurance company limitations. If the Employer determines that it is appropriate to change carriers or policies, it shall consult with the Union before undertaking any such changes.

B. Short and Long-term Disability. The Employer shall maintain long-term and short-term disability policies comparable to the policies in effect for employees at the time of ratification of this Agreement, subject to insurance company limitations. If the Employer determines that it is appropriate to change carriers or policies, it shall consult with the Union before undertaking any such changes.

C. Defined Contribution Plan. The Employer shall maintain a defined contribution plan comparable to the Oxfam America Retirement Plan existing at the date of ratification of this Agreement, subject to ERISA rules and regulations. The Agency shall contribute 5% of an employee's base salary to this pension plan annually, which will be fully vested after four years. If the Employer determines that it is appropriate to change the existing retirement plan or pension companies, it shall consult with the Union before undertaking any such changes.

D. Section 403(b) Plan. The Employer shall maintain a Section 403(b) Plan comparable to the plan in effect for employees at the time of ratification of this Agreement, subject to carrier's restrictions and ERISA rules and regulations. If the Employer determines that it is appropriate to change the existing Section 403(b) Plan or change carriers, it shall consult with the Union before undertaking any such changes.

E. Travel Accident. The Employer shall maintain a travel accident policy coverage comparable to the policy coverage in effect for employees at the time of ratification of this Agreement, subject to insurance company limitations. If the Employer determines that it is appropriate to change the existing policy coverage or change carriers, it shall consult with the Union before undertaking any such changes.

F. Employer's Responsibility. Where an existing insurance carrier acts so as to modify existing plans resulting in a reduction of benefits, the Employer shall do its best to secure similar coverage at the existing premium rate and will notify the Union of any changes to the existing plan.

## **ARTICLE 33 - HEALTH INSURANCE**

A. Employees will pay the following contribution rates for the health insurance plan the Agency offers to its employees during the plan years referenced below:

1. Non-Exempt Employees: 10%
2. Exempt Employees: 15%

B. The above rates cover individual, individual plus one, or family coverage. Employees may choose to be covered under the carrier's higher priced premium plan by paying the difference in cost between the two plans. The Union will be given 30 days advance notice of change in fee schedules as well as change in carriers (with the exception of extenuating circumstances, such as e.g., bankruptcy of carrier) and the Agency will strive to provide comparable coverage with input from the Labor/Management Committee.

C. For regular part-time employees, the Employer shall pay a portion of the applicable premium as outlined in Appendix B. .

D. Any benefits-eligible employee may forego the Employer-provided health insurance so long as they complete an attestation form confirming that their coverage somewhere else is not through the marketplace in order to be eligible for the opt-out program. In exchange for their waiver of health coverage, the Agency will pay, via payroll, \$38,46 per pay period (26 pay periods per plan year) for a total taxable annual deposit of \$1,000 as long they are benefits eligible.

E. The Agency will continue its contributions toward an employee's health insurance in accordance with Article 39.

#### **ARTICLE 34 - GROUP DENTAL INSURANCE CONTRIBUTIONS**

A. Employees will pay the following contribution rates for the basic group dental insurance plan offered by the Agency during the plan years referenced below:

1. Non-Exempt Employees: 10%
2. Exempt Employees: 15%

B. The above rates cover individual, individual plus one, or family coverage. In the event there is more than one plan, employees may choose to be covered under the carrier's higher priced premium plan by paying the difference in cost between the two plans. The Union will be given 30 days advance notice of change in fee schedules as well as change in carriers (with the exception of extenuating circumstances, such as e.g., bankruptcy of carrier) and the Agency will strive to provide comparable coverage with input from the Labor/Management Committee

C. For regular part-time employees, the Employer shall pay a portion of the applicable premium as outlined in Appendix B.

## ARTICLE 35 – HOLIDAYS

A. The following holidays are observed as paid holidays for all regular full-time employees:

January 1	New Year's Day
January	Martin Luther King's Birthday
February	Presidents' Day
May	Memorial Day
June	Juneteenth
July 4	Independence Day
September	Labor Day
October	Indigenous Peoples' Day
November	Veterans Day
November	Thanksgiving Day
December 25	Christmas Day

1/2 work day immediately before Christmas Day

1/2 work day immediately before New Year's Day

B. For holidays on which no date is specified, the holiday shall be observed on the day specified by the Federal, state or local government.

C. Regular part-time employees will be entitled to pro-rated holiday time based on the employee's regular scheduled hours and following the stipulations set forth in Article 1C. If an employee has regularly scheduled hours that fall on a holiday, the employee is able to take holiday time for the hours where the office is closed above their pro-rated amount.

D. Employees may work on a holiday and take another day off as a deferred holiday with their supervisor's permission.

E. Employees eligible for overtime required to work on a holiday will be paid at time and one-half their regular hourly rate for all hours worked on the holiday. In addition, that employee shall be given a day off equal to their regularly scheduled hours worked on the holiday as a deferred holiday, to be taken at a later date and scheduled with the approval of the employee's supervisor. This deferred holiday must be used within 6 months of accrual.

F. Staff traveling overseas on Agency business who choose to work on a paid holiday set forth in Section A above, are eligible to take off another day as a deferred holiday. Staff who work on foreign holidays while traveling abroad are not entitled to the holiday benefits of this Article.

G. Paid holidays count as time worked for the purposes of overtime calculation.

H. Employees who leave the Agency shall not be paid for holidays not taken as deferred holidays except that an employee laid-off under the provisions of Article 19 shall receive pay for any deferred holidays which the employee did not take.

## ARTICLE 36 – PAID TIME OFF

The purpose of Paid Time Off is to provide employees with a flexible way to maintain balance between the demands of work and personal life. The Employer recognizes that employees need

time away from work for the purpose of rest, relaxation, or to attend to personal affairs. Paid Time Off is designed to be taken within the year accrued in order to receive the personal replenishment value intended. Managers and staff have the mutual responsibility of planning schedules to meet operating requirements of departments and time off needs of staff.

Eligible employees will accrue PTO at the rate of 23 days/year or 3.1 hours/week. Eligible employees will accrue additional PTO based on their years of service with Oxfam America starting with the most recent date of continuous employment with Oxfam America as follows:

<b>Related Professional Experience</b>			
Years of Service with Oxfam America	Days/Year	Max hours allowed per year	Accruing hours per week
Under 3 Years	23 days/year	161	3.1
3	24 days/year	168	3.23
4	25 days/year	175	3.37
5	26 days/year	182	3.5
6	27 days/year	189	3.63
7+	28 days/year	196	3.77

The maximum amount of PTO that an eligible employee can accrue is 28 days/year or 3.77 hours/week.

If the anniversary date is on or before the first day of the week, the eligible employee will accrue at the new rate for the week..

Paid Time Off is accrued on the 1st day of the week (Sunday) for prior week's work, and is available for use by eligible employees as of the week of accrual. If an employee is hired or terminated on or after the first day of the week, a full week's accrual will be credited for that week.

Eligible employees may not have a PTO balance in excess of their annual maximum accrual. When an employee's balance reaches their maximum accrual, the employee will not accrue any additional days. Days will not be retroactively accrued and credited to the eligible PTO balance.

#### Introductory Period

During the Introductory Period, eligible employees will accrue Paid Time Off, and may use up to a maximum of 3 days of PTO during the introductory period.

#### Part Time Eligible Employees

Regular part-time eligible employees who work (seventeen and one-half (17 ½) hours per week or more will be entitled to prorated Paid Time Off (PTO) based on the employee's regularly scheduled hours as set forth in Article 1B.

#### Use of Paid Time Off

Eligible employees and managers should plan and schedule each fiscal year to allow the eligible employee to take Paid Time Off. Arrangements for Paid Time Off should be requested and approved in advance by an eligible employee's manager. An employee's request for Paid Time Off shall not be unreasonably denied except for business and operational needs of the department.

#### Payment of Unused Paid Time Off

Upon the termination of employment, all employees will be paid for their then accrued and unused Paid Time Off.

If for any reason, an eligible employee has used more Paid Time Off days than available, Oxfam America will deduct the unearned days from the last paycheck, and the employee must reimburse Oxfam America for any remainder.

### **ARTICLE 37 - BEREAVEMENT LEAVE**

In the event of death in the employee's immediate family of a child, spouse, parent, aunt, uncle, grandparent, grandchild or sibling, or a step relation in any of the listed relationships, or a spouse surrogate, or a person living in the same household, or a miscarriage, the employee shall be entitled to leave with pay of up to five (5) days with no loss of pay or benefits. Bereavement leave shall be solely used for the purposes of making funeral arrangements, attending the funeral or performing appropriate observances on the occasion of death. Leave for longer than five (5) days or leave for persons not designated above, may be granted by the President or their designee at their sole discretion.

### **ARTICLE 38 – SICK LEAVE**

- A. Each full-time employee hired during the fiscal year shall receive 11 days of sick leave at the start of each fiscal year. Each employee shall be allowed to carry over up to six (6) days of unused sick leave from fiscal year to fiscal year.
- B. All new regular full-time employee hired during a fiscal year will receive sick leave on a pro-rated basis based on their first day of service within the fiscal year. If new staff run out of sick leave days before the beginning of the new fiscal year, new staff may use sick leave against their future balance.

C. An employee who has used all sick leave during one fiscal year and who is absent due to illness or injury shall record the time absent as PTO leave or as unpaid time. No payroll related benefits shall accrue during the unpaid absence. No PTO will accrue under this provision for any employee absent without pay for any full calendar month during such absence. Where permitted by terms of existing policies, insurance coverage shall remain in force provided that the absence does not exceed one month's time.

D. Holidays occurring during an employee's illness shall not be counted as sick time, but shall be recorded as holiday leave, unless said employee is collecting disability insurance.

E. If an employee is to be out sick, they shall notify their immediate supervisor as soon as possible and before 10:00 A.M. if at all possible. It is the employee's responsibility to notify their supervisor of the status of availability to return to work.

F. Sick leave may be taken by an employee for their own medical condition or for an employee's child, spouse, parent or parent of a spouse; to attend routine medical or dental appointments of the employee's child, spouse, parent or parent of a spouse; or to address the effects of domestic violence on the employee or the employee's dependent child. All reasonable attempts will be made to schedule appointments during non-working hours.

G. Regular part-time employees shall be credited with a number of hours of sick leave based on the part-time employee's regularly scheduled hours on a prorated basis as set forth in Article 1C. Such part-time employee shall be entitled to carry over a prorated portion of the maximum six (6) days of sick leave from one fiscal year to another.

H. If an employee has a break in service during one fiscal year, on their return to the Agency, their sick leave benefits shall be at the same status as when they left, provided that sick days shall not be carried over from one fiscal year to another beyond the maximum carryover of six (6) days.

I. An employee shall not receive compensation for unused sick leave at the time of termination of employment.

### **ARTICLE 39 - LEAVES OF ABSENCE**

- A. Parental Leave. Employees are eligible for up to twenty (20) weeks of parental leave within a consecutive twelve-month period: to care for the employee's child within one year of birth; for adoption; or for the initiation of foster care.

Full-time employees are eligible for sixty (60) days of paid leave during the twenty (20) week period of parental leave provided in the preceding paragraph, to be paid at the employee's regular rate. Part-time employees shall be entitled to paid parental leave on a pro-rated basis based on the percentage of the employee's regularly scheduled hours, consistent with Article 1B.

An employee who is on parental leave for the purpose of giving birth is also eligible to receive 60% of their regular weekly straight time wages or salary under disability insurance coverage provided by the Agency, for a time period determined by the insurance company. This period of disability is concurrent with the start of parental leave and does not increase the total number of weeks of leave for which the employee is eligible.

Employees will be eligible for paid parental leave in accordance with federal, state, and/or local laws.

Beginning July 1, 2020, employees will be eligible for up to eight (8) weeks of paid parental leave within a 52-week period under the Universal Paid Leave Amendment Act (UPLAA). Payments will be made by the Department of Employment Services (DOES), Office of Paid Family Leave (OPFL). This benefit does not increase the



total number of weeks of leave for which the employee is eligible. Benefit payments will be coordinated to prevent duplication of pay.

Employees may extend unpaid parental leave for up to four (4) weeks. Granting of leaves of absence to extend unpaid parental leave shall not be unreasonably denied.

A. Family Leave. Employees are eligible for up to sixteen (16) weeks of leave within a consecutive 24-month period to care for a family member with a serious health condition. This leave shall be unpaid, except as provided below. After one year of continuous employment, full-time employees are eligible for up to four (4) weeks of paid leave during the sixteen (16) week period of family leave provided above, to be paid at the employee's regular rate. Part-time employees who have at least one year of continuous employment will be entitled to paid family leave on a pro-rated basis based on the percentage of the employee's regularly scheduled hours, consistent with Article 1B.

Beginning July 1, 2020, employees will be eligible for up to six (6) weeks of paid family leave within a 52-week period under the Universal Paid Leave Amendment Act (UPLAA). Payments will be made by the Department of Employment Services (DOES), Office of Paid Family Leave (OPFL). This benefit does not have a one-year employment requirement. This benefit does not increase the total number of weeks of leave for which the employee is eligible. Benefit payments will be coordinated to prevent duplication of pay.

B. Definition of Family Member: Although the federal Family and Medical Leave Act (FMLA) defines family member as spouse, parent, or child, the definition of family member is more broadly defined under DCFMLA to include any person related by blood, marriage, or legal custody; domestic partner; parent of a spouse or of a domestic partner, adopted child, foster child, step child, child of a domestic partner, and person who stood *in loco parentis* when the employee was a child, [or a child of whom the employee had a legal guardianship regardless of age or dependency status](#)

C. Medical Leave.

1. Employees are eligible for up to sixteen (16) weeks of medical leave within a consecutive 24-month period if they have a serious health condition that incapacitates them from work.
2. After one year of continuous employment, full-time employees are eligible for up to four (4) weeks of paid leave during the sixteen (16) week period of medical leave provided above, to be paid at the employee's regular rate. Part-time employees who have at least one year of continuous employment will be entitled to paid family leave on a pro-rated basis based on the percentage of the employee's regularly

scheduled hours, consistent with Article 1B.

3. Beginning July 1, 2020, employees will be eligible for up to two (2) weeks of paid medical leave within a 52-week period under the Universal Paid Leave Amendment Act (UPLAA). Payments will be made by the Department of Employment Services (DOES), Office of Paid Family Leave (OPFL). This benefit does not have a one-year employment requirement. This benefit does not increase the total number of weeks of leave for which the employee is eligible. Benefit payments will be coordinated to prevent duplication of pay.
4. An employee who is on medical leave may be eligible to receive 60% of their regular weekly straight time wages or salary under disability insurance coverage provided by the Agency, for a time period determined by the insurance company.

D. Coordination of Benefits.

1. An employee's eligibility date for family or medical leave, the amount of payment from Oxfam or other benefit programs, the number of available weeks, or eligible family members may vary depending on the applicable Oxfam policy and state or federal laws. If an employee is eligible for parental, family, or medical leave under multiple state and federal laws and/or Oxfam policies, the leave periods and benefit payments will be coordinated to prevent duplication of pay.

2. During a parental, family, or medical leave authorized by the UPLAA the federal Family and Medical Leave Act (FMLA), or DCFMLA, the Employer will continue to make its contributions for medical, dental, disability, and life insurance to the extent required by UPLAA, DCFMLA, and/or FMLA. During such leave, the employee shall continue to be responsible for their contribution for medical, dental, and life insurance and any other employee-paid insurance contributions.

E. Other Family and Medical Leave.

Although such leave is not classified as DCFMLA, part-time employees who worked less than 1000 hours in the 12-month period immediately preceding the leave will be eligible for pro-rated benefits comparable to those offered in the DCFMLA provision above based on the employees' regularly scheduled hours as set forth in Article 1B.

F. DCFMLA for Military Families:

1. After one year of continuous employment, regular full-time employees,

regular part-time employees, Special Project employees, or Fixed-Term employees who worked at least 1250 hours in the 12-month period immediately preceding the leave are eligible for up to 26 weeks of leave within a consecutive 12-month period due to a "qualifying exigency" arising from the fact that the employee's spouse, son, daughter or parent is on (or has been called to) active duty in the Armed Forces during deployment to a foreign country.

2. An eligible employee who is the spouse, son, daughter, parent or next of kin of a member or veteran of the Armed Forces (including the National Guard or Reserves) may take up to twenty-six (26) weeks of unpaid FMLA leave during a single twelve (12) month period to care for a covered service member or veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. A member may also be otherwise in outpatient status or otherwise on the temporary disability retired list. The injury or illness must be incurred or aggravated in the line of active duty and have the potential to render the service member unfit to perform the duties of their office, grade, rank or rating. A veteran must have been a member of the Armed Forces (including the National Guard or Reserves) at any time during the five years preceding the date of treatment.
3. If an employee is eligible for leave to care for a service member or veteran as well as for another FMLA-eligible reason, the total combined leave may not exceed twenty-six (26) weeks during that single twelve (12) month period.

*Leave to Address an Abusive Situation – Safe Leave Act. An employee or the employee's family member who is a victim of stalking, domestic violence, or sexual abuse and the absence is directly related to medical, social, or legal services pertaining to the stalking, domestic violence, or sexual abuse, may take up to 7 days during any 12-month period to address an abusive situation. The employee will have access after 90 days of employment and must use and exhaust accrued leave (sick and PTO).*

The employee must provide advance notice to employer under employer's leave policy that she/he is taking leave, except that in cases of imminent danger to health or safety, or in cases of a threat of imminent danger to the health or safety of employee or employee's family member, employee must provide notice within 3 workdays that the leave was taken or being taken under the DVLA. This notice may be given to the employer by: the employee, employee's family member, or employee's counselor, social worker, health care worker, member of the clergy, shelter worker, legal advocate, or other professional who has assisted employee in addressing the effects of the abusive behavior.

Employees who are not residents of Washington, D.C. or do not work in Oxfam's Washington, D.C. office, shall not be entitled to DCFMLA law benefits.

Employees who are not residents of Massachusetts or do not work in Oxfam's Boston, MA office, shall not be entitled to MA Paid Family and Medical Leave.

Employees who reside or work in other states shall be entitled to family and medical leave under that state's law to the extent they are eligible.

G. Short-term Leave. After one (1) year of continuous employment, regular full time employees, Fixed-Term employees, Special Project employees, or regular part-time employees who work seventeen and one-half (17 1/2) hours per week or more may request an unpaid leave of absence for periods of up to four (4) weeks. Unpaid short-term leave for eligible part-time employees will be prorated based on the employee's regularly scheduled hours as set forth in Article 1B. Such leave will be granted at the discretion of the employee's supervisor and the Department Director in consultation with the Chief People Officer, and will be considered only for the following reasons: 1) serious personal reasons; 2) additional work-related travel that has some benefit to the organization; or 3) work-related education.

H. Sabbatical Leave. Oxfam provides a sabbatical program of up to three-months, of which some portion could be funded through various funding mechanisms, for staff after seven years of continuous service. This sabbatical will be applied for by staff after completing seven years of service and selected by a committee of four Oxfam staff members, comprised of: one representative of management, one representative of PCHR, one representative of the Boston Union, and one representative of the DC union. Preference will be given to staff who have never received a sabbatical before and to those with the longest tenure. Staff managers must sign off on the sabbatical application, and the timing of the sabbatical (i.e. which quarter the sabbatical takes place) must be coordinated with employee managers. Staff on sabbatical will coordinate coverage of their position with managers and team; staff on sabbatical will be responsible for communicating their leave, coverage, and project status to all internal and external audiences impacted.

Sabbaticals will be available for up to six staff members annually. While the sabbatical is not paid leave, staff shall-use their Paid Time Off (PTO) during their sabbatical to enable pay for some portion of the three months and to cover their health benefits. The amount of PTO needed to cover their health benefits will be determined based on the length of sabbatical each individual staff member wishes to take out of a maximum of three months. During a sabbatical, staff will not continue to accrue their benefits, but will maintain access to all health benefits they have chosen to opt into, including health, dental, vision, and life insurance.

The sabbatical committee will help design the administering of funds available to those staff on sabbatical. The Agency will provide a maximum of \$7,000 annually previously used for the Travel Lottery toward sabbatical stipends. Funding for sabbatical stipends will also be made available through funds appropriated from the Union Tuition Fund (UTF) and the Staff Development Committee fund (SDC). These monies can add up to a maximum of \$5,000 stipend per union member on sabbatical, which will help cover the cost of courses, trainings, or classes.

I. Long-term Leave. After one (1) year of continuous employment, regular full time employees or regular part-time employees who work seventeen and one-half (17 1/2) hours per week or more may request an unpaid leave of absence for periods greater than four (4) weeks up to a maximum of one (1) year. Unpaid long-term leave for eligible part-time employees will be prorated based on the employee's regularly scheduled hours as set forth in Article 1B. Fixed-Term and Special Project employees are not eligible for unpaid long-term leave. Such leave will be granted at

the discretion of the employee's supervisor and Department Director in consultation with the Chief People Officer, and will be considered only for the following reasons: 1) serious personal reasons; 2) temporary relocation with family or spouse- surrogate; or 3) work-related education. Work-related education must improve an employee's ability to do the current job or to take on additional duties or responsibilities. Such leave will not be considered under this category where it is for the purpose of preparing the employee for promotion into an unrelated job.

J. Procedure for Requesting Leave. Employees must request a leave of absence in writing by completing the appropriate form available from Human Resources and obtaining all necessary signatures. Except in cases of an emergency, such request should be made at least four (4) weeks prior to the desired commencement date of a leave of four (4) weeks or less duration; and twelve (12) weeks prior to the commencement date of a desired leave for a period greater than four (4) weeks. Documentation of the nature and the need for leave shall be provided by the employee at the time of the request.

1. Mandatory Medical Certification. Any employee requesting leave because of a serious health condition of the employee or family member must furnish the Agency with appropriate medical certification. The certification must be signed by the appropriate health care provider on the form provided by the Human Resources Department. Employees should submit the medical certification form along with their leave request, and the Agency may deny the taking of leave until the required certification is provided. In cases of unforeseen leave, medical certification must be submitted to the Agency as soon as possible. The Agency may, in its discretion, require any employee seeking leave because of a serious health condition to obtain a second opinion at Agency expense and time.

When an employee is on leave, subsequent re-certifications of a medical condition must be submitted upon the Agency's request, as reasonably necessary.

2. Medical Certification of Fitness to Return to Work. If, in the Agency's judgment, an employee's serious health condition poses a significant risk of substantial harm to that employee or others, the Agency may require the employee to obtain medical certification of their ability to perform the essential functions of the employee's position. The Agency will notify the employee if such certification is required before the employee will be permitted to return to work.

K. Eligibility Stipulations. Over a three (3) year period, no employee who has taken more than a total of one (1) year's leave of absence shall be eligible for leave under section E. An employee who has taken parental leave within the twelve (12) month period preceding the beginning of a requested long-term leave under section E above, shall have the maximum time under section E reduced by the length of that parental leave.

L. Status of Benefits.

1. For an unpaid leave of less than four (4) weeks, the employee will continue to accrue PTO and sick leave and all insurance shall remain in effect. However, employees shall not be entitled to pay for any holiday which occurs during the leave.

2. During a parental, family or self leave authorized by the Family and Medical Leave Act ("FMLA"), the Employer will continue to make its contribution for medical, dental, disability and life insurance to the extent required by the FMLA. During such leave, the employee shall continue to be responsible for his contribution for medical, dental, and life insurance and any other payments required by the FMLA.

3. Commencing with the first day of the second month of an unpaid leave, the employee will not accrue or receive any benefits unless specifically provided in this Agreement. An employee may elect to have the medical, dental, disability or life insurance coverage provided under this Agreement continued at their own expense provided it is not prohibited by the policy. In such case, the employee shall make timely payments of the entire premium due for continuation of the insurance to the Employer. Such payments by the employee shall be made one (1) month in advance. The Employer shall provide the employee with a schedule of when payments are due prior to commencement of the leave. The Employer shall not be obligated to maintain coverage where the employee has failed to pay the Employer in accordance with the schedule. Employees are otherwise responsible for obtaining and paying for their own insurance coverage.

M. Use of Accrued and PTO Time. Employees must use all available PTO time before being placed on unpaid long-term leave. In addition, employees who are eligible for unpaid medical or family leave must also use all available sick time before being placed on unpaid medical or family leave.

N. Return from Leave. An employee who returns to work at the designated end of the unpaid leave of four (4) weeks or less shall have the right to return to the same position and an employee returning at the designated end of an unpaid leave of greater than four (4) weeks shall have the right to return to the same job if it exists or a similar position. However, in no case will an employee on unpaid leave be entitled to benefit or advantage beyond what they would have been entitled to if they had not been on unpaid leave. An employee's status on unpaid leave shall not affect that employee being laid-off where that employee would have been laid-off had they not been on unpaid leave.

O. For Medical Leaves procedure, see paragraph G.2 of this article for procedures to return from Medical Leave.

#### **ARTICLE 40 – MILITARY LEAVE**

A. A regular employee who serves in any branch of the national armed forces or National Disaster Medical System (NDMS) will be provided with the necessary unpaid leave time to

serve or train as required. The employee must notify the manager as soon as they are called to duty.

B. An employee who is required to attend annual military or NDMS training will be paid the difference between their regular salary and the military pay, provided the military pay is less than the regular Oxfam America salary; the employee must provide a copy of the payment record from the government in order to receive compensation.

C. If the cumulative time the employee spends in uniformed service is five years or less in length, and the employee is able to return to work, the employee has the right to return to the current or similar position within Oxfam if return is on the first work day after returning home from duty, or if they cannot return through no fault of the employee, within 30 days of return home from duty. Employees should refer to Uniformed Services Employment and Reemployment Rights Act (USERRA) for other methods of reemployment and disqualifying events such as dishonorable discharge.

D. Except where the employee has stated an intention not to return to employment, the employee may elect to continue health insurance benefits for up to 24 months or the duration of the military leave. The employee may be charged up to 102% of the total premium costs in connection with such insurance.

E. Any pension benefit for the employee will continue to accrue service toward vesting during the employee's leave period.

#### **ARTICLE 41 - DEPENDENT CARE**

A. Where employees are required by the employer to work and normal dependent care arrangements are unavailable, the employer will reimburse the employee up to a maximum of \$20/hour up to a maximum of 28 hours per year to defray costs of dependent care incurred as a result of this time worked.

B. The agency will provide support to lactating parents in a way that is equitable and in alignment with the organization's principles and values. The Employer agrees to provide a room equipped with a refrigerator for nursing and pumping. The room, which shall have a lock, may be used by nursing mothers. Permission to take time to nurse or pump shall not be unreasonably denied.

Parents of nursery and school age children shall, in the event of child care emergency, be permitted to bring such children to work during such emergency provided the presence of such children does not interfere with the functioning of the office or their department.

The employee and their supervisor shall negotiate flexible hours for the employee within the normal work week to accommodate the employee's child care needs.

C. The employee and their supervisor shall negotiate flexible hours for the employee within the normal work week to accommodate the employee's dependent care needs.

D. Caregiving for a dependent will be accommodated in the event of an emergency situation.

E. As long as it is allowed by law, the Employer agrees to establish and to continue in effect a Dependent Care Assistance Plan. The Plan shall provide that any costs, taxes assessed or expenses, except for administrative expenses, shall be paid by the employee.

#### **ARTICLE 42 - COURT APPEARANCES**

A. All employees shall be allowed time off for jury duty, jury examination, jury duty summons, or involuntary subpoena. Time lost as a result of personal litigation shall not be paid.

B. An employee will be paid the difference between their regular daily pay and jury duty pay for that day, provided jury pay is less.

1. Time spent on jury duty during the regular work day is to be considered a normal seven-hour work-day and will be counted as hours worked for the purposes of computing overtime, provided that the employee is on official jury duty business for seven hours per day.

2. Employees released early from jury duty shall return to work provided that it is reasonable to do so.

C. Regular part-time employees shall be compensated for the hours they would have worked according to their regularly scheduled work week. They shall receive the difference between their daily pay for those scheduled work hours and jury duty pay, provided that the jury pay is less.

D. An employee must notify their supervisor and the Human Resources Department as soon as possible after having received a notice for jury duty. Any reimbursement received from the court system for jury duty service must be signed over to the Agency and submitted to Human Resources for processing through our payroll records.

E. Time off for jury duty during the Introductory Period shall be considered to extend the Introductory Period.

F. The Agency will defend an employee who is arrested for activities performed within the scope of their employment

#### **ARTICLE 43 – COPE FUND**

Upon request of the Union, the Employer will provide voluntary checkoff of monies for each employee who wishes to contribute to the Local 500, Service Employees International Union's COPE Fund provided that the Union shall provide an Authorization Form from each employee who elects to participate. The Employer agrees that upon individual authorization from members, COPE Fund Fees shall be deducted by the Employer from the member's paycheck each pay period and forwarded to the Union within seven (7) days after the last pay period of each month. The Employer will notify the Union promptly of any revocation of such authorization received by it, and the Union will promptly notify the Employer of any revocation of such authorization received by it.

#### **ARTICLE 44 - PERSONNEL FILES**



A. Upon written notice of at least one (1) week to the Employer, an employee will be given access to their personnel file, except for confidential references contained in the file. An employee shall be notified by the Employer before any material related to performance or conduct is placed into their personnel file in Human Resources. E-mail shall constitute appropriate notice.

B. The following persons will have access to the employee's personnel file for any legitimate business purposes: the employee's supervisor, the Department head, the President, members of Human Resources, and the Employer's labor lawyer.

C. No information will be released to a third party outside the Agency without the written authorization of the individual concerned except for the following information which will be provided:

1. confirmation of employment or date of employment;
2. confirmation of employee having left the organization and/or the date of departure;
3. confirmation of position/title.

The Employer may release additional information pursuant to a subpoena, or where the Employer is required by law to provide the federal, state or local agency with information, or the employee has initiated the proceeding for which the information is relevant.

D. An employee shall have the right to have reproduced for their use all material in their personnel file except for that material excluded in Section A above.

E. At the request of the employee, they will be given an opportunity to place in their file a separate document correcting or clarifying information in any of the records accessible to him/her. Should the Employer disagree with the individual's correction or clarification, the individual's statement on the disputed information will be included in their personnel file, leaving the original version of the record intact.

F. One year from the date of issue of a warning where there has been no related subsequent warning or related disciplinary action, an employee may request the removal of this warning except for a warning issued under Article 19E. The warning that is the subject of the request will be removed from the file only upon mutual agreement between the employee and their manager.

G. Anonymous or defamatory material shall not be included in the personnel file. Disputes as to whether any material is defamatory or anonymous shall be subject to the grievance and arbitration procedure of this agreement.

#### **ARTICLE 45 - SUBCONTRACTING**

Where the Employer determines to contract out work performed by an employee, the affected employee may be assigned additional responsibilities or will be transferred to an appropriate

position within the same grade level. No consultant may be used to perform the work of a laid-off employee with recall rights.

#### **ARTICLE 46 - PERSONAL WORK**

No employee shall be required to do personal work of any nature for any other employee or officer of the Employer. Personal work shall be defined as work unrelated to the functioning of the Agency.

#### **Article 47 – COFFEE AND KITCHEN**

Free coffee and some kitchen facilities will be provided by the Employer at its Agency US offices.

#### **ARTICLE 48 - INCLEMENT WEATHER & EMERGENCIES**

The employer recognizes that emergencies create care, safety, or other responsibilities for employees. Any employee who is prevented from working – whether directly or by triggering such responsibilities – or is released from work early because of a local, state, or federal government declared emergency, or because of the closing of the Employer shall be paid in full for work time lost because of such emergency. In the case of a pandemic or long-term emergency event, the Agency may enact the Oxfam Pandemic Preparedness Plan or an appropriate business plan. These plans will not supersede the rights and protections provided by this agreement, and to the extent any aspects of the plan relates to this Agreement, the Labor/Management Committee will be consulted throughout the duration of the emergency event.

#### **ARTICLE 49 – ACTIVITIES DURING NON-WORK HOURS**

There shall be no restriction on the activities or employment of employees during non-work hours provided that such employment or activities do not interfere with the performance of the employees' job duties at the Agency and provided further that there shall be no use of the Employer's facilities, supplies or personnel and no conflict of interest between such activities or employment and the Employer herein.

#### **ARTICLE 50 – LIQUIDATION**

Should the business of the Agency be liquidated, the Employer shall notify the Union at least sixty (60) days in advance, if practicable, and if not practicable, the Employer shall provide as much notice as possible.

#### **ARTICLE 51 - MODIFICATION**

It is specifically understood that this Agreement may not be modified without the written joint Oxfam America and Local 500 SEIU

consent of the Union and the Employer.

#### **ARTICLE 52 - SAVING CLAUSE**

If any article, section or portion of this Agreement is held to be unlawful, the remainder of this Agreement shall continue in full force and effect. The parties shall renegotiate the unlawful provisions.

#### **ARTICLE 53 - DURATION OF THIS AGREEMENT**

This Agreement shall be effective April 1, 2024 and shall continue in full force and effect until March 31, 2028. This Agreement shall automatically be renewed from year to year thereafter, unless notification is given in writing by either party to the other, by certified mail, at least sixty (60) days prior to the expiration date of this Agreement, or any anniversary of the original expiration date, that changes in the Agreement are desired.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2024

OXFAM AMERICA, INC.	LOCAL 500, SERVICE EMPLOYEES; INTERNATIONAL UNION

**Appendix A: Salary Band Scales, April 2024 – March 2028**

**Salary Scale, effective April 1, 2024 through March 31, 2025 shall be:**

<u>Band</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
<u>D</u>	<u>\$50,727</u>	<u>\$63,408</u>	<u>\$76,090</u>
<u>E</u>	<u>\$58,336</u>	<u>\$72,919</u>	<u>\$87,503</u>
<u>F</u>	<u>\$67,087</u>	<u>\$83,858</u>	<u>\$100,629</u>
<u>G</u>	<u>\$77,149</u>	<u>\$96,437</u>	<u>\$115,724</u>
<u>H</u>	<u>\$89,200</u>	<u>\$111,605</u>	<u>\$134,010</u>
<u>I</u>	<u>\$98,511</u>	<u>\$123,139</u>	<u>\$147,767</u>

**Salary Scale, effective April 1, 2025 through March 31, 2026 shall be:**

<u>Band</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
<u>D</u>	\$51,742	\$64,677	\$77,612
<u>E</u>	\$59,503	\$74,378	\$89,253
<u>F</u>	\$68,429	\$85,535	\$102,642
<u>G</u>	\$78,692	\$98,365	\$118,038
<u>H</u>	\$90,984	\$113,837	\$136,690
<u>I</u>	\$100,481	\$125,602	\$150,722

**Salary Scale, effective April 1, 2026 through March 31, 2027 shall be:**

<u>Band</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
<u>D</u>	\$52,777	\$65,971	\$79,164
<u>E</u>	\$60,693	\$75,866	\$91,038
<u>F</u>	\$69,798	\$87,246	\$104,695
<u>G</u>	\$80,266	\$100,332	\$120,399
<u>H</u>	\$92,804	\$116,114	\$139,424
<u>I</u>	\$102,491	\$128,114	\$153,736

**Salary Scale, effective April 1, 2027 through March 31, 2028 shall be:**

<u>Band</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
<u>D</u>	\$53,833	\$67,290	\$80,747
<u>E</u>	\$61,907	\$77,383	\$92,859
<u>F</u>	\$71,194	\$88,991	\$106,789
<u>G</u>	\$81,871	\$102,339	\$122,807
<u>H</u>	\$94,660	\$118,436	\$142,212
<u>I</u>	\$104,541	\$130,676	\$156,811

**Appendix B: Part-Time employee contribution rates for health and dental plans**

The below rates cover individual, individual plus one, or family coverage. In the event there is more than one plan, employees may choose to be covered under the carrier's higher priced premium plans by paying the difference in cost between the lowest and higher priced plans.

Part-time benefits eligible employees who work more than 29.5 hours shall pay the same rates as regular full-time employees.

<b>Part-Time employee contribution rates for the health and dental plans of the lowest cost health plan (Union and Non-Union)</b>			
<b>Tiers</b>	<b>Weekly Hours</b>	<b>Exempt</b>	<b>Non-Exempt</b>
<b>Tier 1</b>	<b>21 - 29.5</b>	18%	12%
<b>Tier 2</b>	<b>17.5 - 20.5</b>	21%	14%