COLLECTIVE BARGAINING AGREEMENT

Between

FLORENCE IMMIGRANT & REFUGEE RIGHTS PROJECT

AND

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, Local 251, AFL-CIO

May 1, 2023 – April 30, 2026

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Article 1: Preamble

AGREEMENT entered into this first day of May, 2023 between the Office & Professional Employees International Union, Local 251, AFL-CIO, hereinafter referred to as the Union, and the Florence Immigrant & Refugee Rights Project, hereinafter referred to as FIRRP, or the Employer.

WHEREAS, the parties hereto desire to cooperate in establishing conditions which will tend to secure to the employees concerned a living wage and fair and reasonable conditions of employment and to provide methods for fair and peaceful adjustment of all disputes which may arise between them so as to secure uninterrupted operations of the organization involved.

This agreement can be changed or modified only by a document in writing signed on behalf of both parties hereto by their duly authorized representatives; provided, however, that written agreements regarding particular matters or understandings may be made between the Employer and the Union and shall be binding upon the employee or employees concerned, the Employer and the Union.

NOW, THEREFORE, be it mutually agreed to as follows:

Article 2: Recognition

On November 30, 2021, in NLRB Case 1-3045798541, the Employer voluntarily recognized the Office and Professional Employees International Union Local 251, OPEIU Local 251, AFL-CIO as the sole and exclusive representative of the bargaining unit for all matters concerning wages, hours and other terms and conditions of employment. The union and the employer agree that the appropriate unit is a "wall-to-wall unit," including all full-time and regular part-time employees at FIRRP, defined by the parties' November 18, 2021, agreement as those employees in the following classifications: Accounts Payable Clerk, Accounts Receivable Clerk, Accredited Representative, Administrative Assistant, Advocacy Attorney, Appellate Attorney, Communication Assistant, Data Services Manager, Development Assistant, Grant Coordinator, Law Graduate, Legal Administrative Assistant, Legal Assistant, Legal Fellows on the terms of the June 26, 2023 Memorandum of Understanding Regarding Legal Fellows, Mission Engagement Associate, Office Coordinator, Payroll Clerk, Pro Bono Mentor, Project Coordinator, Senior Attorney, Senior Legal Assistant, Social Worker, Staff Attorney, and Volunteer Coordinator, and excluding managerial employees, confidential employees, guards, and supervisors as defined in the National Labor Relations Act.

The Employer will advise the Union in writing of all additional employees hired into the above-referenced classifications or newly established salaried and hourly occupations. Any newly created classifications not included in this article that are non-managerial and similar in nature to those in the Bargaining Unit shall be added to the Bargaining Unit. If there is a dispute as to whether a position should be added to the Bargaining Unit, such issue shall be resolved pursuant to the grievance procedures set forth herein before such position is added to the Bargaining Unit.

The term "employee" or "employees" as used in this agreement (except where the context clearly indicates otherwise) shall mean an employee or employees of the Employer within the bargaining unit described in the Recognition Article, and this Agreement shall apply only to such employees.

Article 3: Dues Check Off

The employer agrees to deduct from the employee's paycheck, following the receipt of an authorization executed by the employee, the uniform periodic dues and assessments authorized to be deducted in the amount specified by the Union in writing. The authorization shall continue in effect for each succeeding month unless revoked by the employee in writing. A copy of such notices will be provided to the Union. By the tenth (10th) day of the following month, the employer shall remit to the Union the amount deducted in the previous month, accompanied by a list of employees from whose wages deductions have been made. The list will include the full name of the employee and the total amounts deducted from each employee for whom payment has been remitted to the Union. The Union agrees to defend, indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken by the Employer under this Article.

Article 4: Labor Management Committee

It is a joint priority to maintain a positive and productive work culture as well as the essential creativity of the organization in furtherance of FIRRP's mission. Therefore, the parties have established a labor-management committee. This committee is meant to give the employer and employees the standing to raise issues and concerns of mutual interest and of organizational scope, in a venue that will give those issues a meaningful hearing. To that end the Union and Management will agree to the following:

1. To hold quarterly meetings of representatives of the bargaining unit employees and management representatives that will be held during work time. The Committee may also meet at times other than its regular quarterly meetings at the request of either party and both parties' mutual consent.

2. The parties shall agree to agenda topics at least five (5) calendar days in advance of regular meetings of the Committee, and if a party calls for an extraordinary meeting, that party shall forward a copy of the agenda in advance of the meeting. Sufficient time for the meeting, typically two hours, shall be allotted to cover the agenda items agreed by both parties.

3. Safety will be a standing agenda item at every Labor Management Committee meeting.

4. The meetings will be chaired by a volunteer from management or the bargaining unit and alternate each quarter.

5. The Committee shall consist of up to eight (8) representatives from the Employer and eight (8) representatives from the Union. The parties' representatives may rotate at each parties' discretion, however, Union representation will consist of one representative from the Office and Professional Employees International Union, Local 251, AFL-CIO, with the remaining representatives being employees proportionally allotted amongst teams and locations, to be determined by the Union. Likewise, Employer representation will consist of at least one of the Executive Directors or the Deputy Director, and other management representatives to be determined by the Employer.

6. It is the mutual desire of the parties that the Committee meetings provide an opportunity to discuss issues pertinent to the administration of the contract, and employer/employee relationship, in an effort to solve problems of organizational scope before they become grievances. However, the existence of the Committee does not in any way interfere with or replace grievance rights or other rights in the Collective Bargaining Agreement. The Committee will not be allowed to amend the Collective Bargaining Agreement.

7. Both parties understand that there may be disagreements but agree to maintain a respectful atmosphere at all times.

Article 5: Management Rights

The operation, control and management of the Employer's facilities and operations, and all business and activities of the Employer in connection herewith, which are covered or affected by this Agreement, and the supervision and direction of the working forces at such facilities, operations and business are and shall continue to be solely and exclusively the functions and prerogatives of the management of the Employer. All the rights, functions and prerogatives of management which the Employer had prior to the time the Union became the bargaining representative of the employees covered by this Agreement and prior to entering into this Agreement with the Union are reserved and retained exclusively to the Employer. In no event shall any right, function or prerogative ever be deemed or construed to have been modified, diminished or impaired unless specifically limited by an explicit and express provision of this Agreement. However, no rule, procedure, or practice of the Employer shall be contrary to an explicit and express provision of this Agreement.

As examples and without limiting or affecting the generality of the foregoing, it is understood and agreed that unless limited by an explicit and express provision of this Agreement the Employer retains the sole and exclusive right to determine its mission, objectives, strategy, purpose, and policies; plan, direct, control and determine the operations or services to be performed by employees, within their qualifications; determine the services to be offered, in the best interests of its clients; determine the locations, layout and equipment to be used in the organization, and the processes, techniques, methods, and means of providing services; direct employees which includes for purposes of flexibility, efficiency and productivity, the right to assign any available work to any qualified employee, to assign overtime in accordance with this agreement, and to determine the number of employees assigned to any task or operation; discipline and/or discharge for just cause its employees in accordance with this Agreement; hire, examine, classify, promote, train, transfer, assign and schedule employees in positions; increase, reduce or change, modify or alter the composition and size of the workforce, including the right to relieve employees from duties because of lack of work, economic conditions, or other legitimate reasons not inconsistent with this Agreement; establish, modify, combine or abolish job classifications or departments or job postings and/or job descriptions, subject to effects bargaining with the Union, if requested, and determine the qualifications and evaluate the performance of same; establish work systems, the number and composition of teams, daily and weekly work schedules, and the number of hours to be worked, and shift assignments; subcontract unless inconsistent with Agreement; move, open, or close any facilities and transfer any work between them; establish, modify, and enforce any reasonable work rules; and administer, interpret, or establish benefit plans and/or reimbursement programs, including, among other things, the discretion to select all vendor, third party administrators, and other service providers, and to determine appropriate funding method.

Nothing in this agreement shall be deemed to negate or reduce the employer’s duty to effects bargaining under Section 8(a)(5) of the National Labor Relations Act. Nothing in this agreement shall require an individual employee to violate any rule of ethical or professional conduct applicable to them.

Article 6: Union Representation/Shop Steward

Stewards:

The Employer recognizes the right of the Union to designate in writing one (1) shop steward for every twenty (20) members of the bargaining unit. If the number of stewards resulting from this ratio is not a whole number, it will be rounded up. The authority of the Shop Stewards and/or alternates shall be limited to, and shall not exceed the following duties and activities: (1) the investigation and presentation of grievances in accordance with the provisions of this Agreement; (2) the representation of bargaining unit members at their request in investigatory interviews, and disciplinary meetings, and (3) the transmission of messages and information, generally during non-working periods to the employees covered by this Agreement.

For Union business conducted during working periods, the shop steward will communicate and get approval from their supervisor/manager, or the Head of Human Resources, or their designees for the times in which they are carrying out their duties. Such approval will not be unreasonably denied.

Stewards may investigate or process a grievance during either their working time or the working time of a grievant or grievants. The Employer will allow a Steward to investigate a grievance for a reasonable amount of time during working time not to exceed more than four (4) hours per week, per steward.

Mediation/Grievance Hearings/Arbitration.

The Union may designate up to two (2) employees to attend a mediation/grievance hearing/arbitration with pay. The Employer shall pay such employees up to eight (8) hours per day for the purpose of actually attending such hearings. The union will pay the expense of any additional employees for the purpose of attending such hearings.

In all instances, the Employer shall be notified not less than two (2) weeks in advance of such request for time off with the specified purpose and the number of employees requesting such time off shall be so limited by the Union that it will not interfere unreasonably with the operation of the Employer's business.

Job Site Visit:

A Union Representative employed by the Union shall be allowed to visit the worksite for the purpose of ascertaining whether or not this Agreement is being observed. The Employer must receive advance notice and grant the Union permission to visit the worksite prior to the Union arriving on site. Such permission shall not be unreasonably withheld. The Union Representative shall follow all rules and procedures related to non-employee visits to the facility. The Employer agrees to provide space for employees to meet privately with their Union Representative if requested. Such meetings shall be unpaid.

Bulletin Board:

The Employer shall provide space for a bulletin board conveniently located for the posting of notices of official business of the Union. The Bulletin board shall be used solely to post notices pertaining to Union business. The Union agrees not to post any derogatory or inflammatory information regarding FIRRP or any of its employees or agents.

Paid Time-Off For Negotiations:

Designated bargaining team shall be allowed time off with pay for up to eight (8) total hours per day for the purpose of attending Agreement negotiations. Any additional time deemed necessary by a bargaining team member for such purposes shall be allowed time off with pay subject to reimbursement to the Employer by

the Union. Bargaining unit employees who attend Agreement negotiations as observers must request time off, and such time shall be unpaid.

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Article 7: No Strike/No Lockout

The Union and the Employer subscribe to the principle that differences should be resolved by peaceful appropriate means without the interruption of the work of the program. For its part, the Union therefore agrees that there shall be no strikes, including sympathy strikes, work stoppages, slow-downs or concerted refusal to perform work during the term of this agreement. In the event that there is any strike, stoppage, or slowdown during the term of this Agreement, the Union agrees that it will take every reasonable means to cause the employees immediately to discontinue any of these activities.

The Employer agrees there shall be no form of lockout during the term of this agreement.

Article 8: New Member Orientation

The Employer will provide an opportunity, at the scheduled orientation, for each new employee group to be addressed by a steward or representative of the Union to be designated by the Union for the purpose of explaining the collective bargaining relationship between the Union and the Employer. The designated steward or representative of the Union will conduct this during normal work hours, at the new employees' orientation. This union orientation will occur during the employee onboarding period (typically the first week of hire) for new employees covered by this agreement and will be forty-five (45) minutes in duration.

Employee Information

The employer will provide the union a digital file via email address designated by the union containing the following information to the extent the employer has it on file: name, job title, department, rate of pay, work location, work, home and personal cell number, personal email address and home address on file with the employer within seven (7) days of hire.

Article 9: Introductory Period

For the first one-hundred fifty (150) consecutive days of employment, newly hired employees will serve in an introductory period and shall be considered at-will employees and may be disciplined and/or discharged for any lawful reason.

The employer may request a one-time extension of up to an additional sixty (60) days of the introductory period, which shall not be unreasonably denied by the union. Introductory employees hired shall have access to all provisions of this agreement except the grievance-and arbitration process for disciplinary or discharge issues.

The introductory Period shall be required for all initial appointments of employment with the Employer and following reinstatement if the time away from the Employer exceeds one-hundred fifty (150) consecutive days. For employees hired under an attorney or accredited representative classification who have been admitted to practice/accredited at the time of hiring, the introductory Period shall be as stated above.

Hiring post/bar Employees:

For employees hired under an attorney classification or accredited representative classification who have not been admitted to practice/accredited at the time of hiring, such employees shall be considered introductory and the introductory Period shall extend to one-hundred twenty (120) days after admission to practice/accreditation; provided, however, that the probationary period for such an employee shall not extend more than one (1) year (at which point Employer may terminate employee's employment, in its sole discretion, and such decision is not subject to the grievance or arbitration provisions herein).

In addition, all employees hired under an attorney classification who have not been admitted to practice at the time of hiring, they shall have three (3) opportunities to pass the relevant bar exam(s) as defined by their job description. The bar examinations must be taken on the first available date offered by the applicable bar (e.g. an employee hired in November must take the February, July, and following February bar exams). Notwithstanding any other provisions of this Agreement, Employees who request accrued paid time off for the purposes of studying for the bar exam in the week before the bar exam shall have their request granted. If the employee fails to pass the relevant bar exam on the third try, the employee will have the opportunity, if they so choose, to apply for an open position. If the employee declines this option, no open position exists, or the employee is no longer in consideration for the open position, the employee will be discharged.

Article 10: Seniority

A. Seniority for all purposes under this Agreement shall be determined by the date of employment with the Employer. If the employee leaves employment and then returns within twelve (12) months, such employee will retain their last seniority date.

B. Seniority will not be broken for:

(1) Any employee on an approved paid or unpaid leave;

(2) Serving as interim managers that last less than twelve (12) months absent written mutual agreement for a longer period of time.

(3) Periods of layoff,

(4) Periods of absence due to injury or illness that can be accommodated without undue hardship.

Nothing within this agreement will limit the Employer from exercising its right to augment its workforce, as it deems necessary, to offset the effect of an employee(s) being away from their regularly scheduled work activities while on an approved leave.

C. Loss of Seniority: All seniority of any employee shall terminate if the employee:

- Voluntarily resigns
- Is Discharged for Just Cause,
- Fails to be Recalled from Layoff within two (2) years of such layoff, refuses recall, or fails to respond within fourteen (14) days after being recalled from layoff;
- An employee has abandoned their job for a period of four (4) consecutive Workdays (No Call-in, No Show). However, nothing in this section shall be interpreted to limit FIRRP's right to discipline employees consistent with its reasonable work rules;
- Transfers to a position outside of the Bargaining Unit that exceed twelve (12) months;
- Fails to return, as scheduled, from an approved Leave of Absence, within three (3) work days.

D. A seniority list of bargaining unit employees will be maintained by the Employer and will be made available to the Union. The Employer will furnish a list to the union reflecting new hires in the bargaining unit, their certifications and domain, their date of hire, and termination or layoff dates. This information will be provided to the Union by the 10th of every month.

Article 11: Promotions, Job Vacancies, and Lateral Transfers

Promotions

Promotion is hereby defined as a move from a lower-pay grade job classification to a higher-pay grade job classification. Lateral transfer is defined as a move from a classification to another classification at the same pay grade. A Job Vacancy is defined as an opening for a bargaining unit position that the employer intends to fill on a long-term basis.

All things being equal, it is the intention of the Employer to promote and fill job vacancies from within the organization before hiring outside employees.

Notice of all bargaining unit job vacancies will be sent to the staff according to the current practice, and a copy will also be emailed to OPEIU Local 251. This notice will be sent to current bargaining unit employees and include the application closing date and time, job title, job classification and brief description of job duties including qualifications and minimum necessary skills for consideration.

Job Vacancies

a. An employee who applies for another job within the bargaining unit, whether as a promotion or a lateral transfer, shall be interviewed and shall be afforded full opportunity to compete for the position so long as the employee has the minimum necessary skills for consideration. If the position is filled, and an internal candidate is not selected, upon written request from the employee, FIRRP shall provide a written explanation to the employee about why the employee was not selected.

b. A hiring decision shall be made within forty-five days after the last candidate is interviewed. Internal candidate(s) will be notified of the hiring decision within seven (7) days after an offer is accepted by the selected applicant and the Office of People and Culture receives the signed offer letter, and before any organization-wide announcement of the hiring decision.

c. The vacancy shall be filled by a bargaining unit employee if the Employer determines their qualifications are equal to those of the outside applicant. If there are two or more employee applicants with equal qualifications, seniority shall be the determining factor.

d. Qualifications shall mean: A cumulative assessment of qualities, accomplishments, and experience, learned through, but not limited to, candidacy documents, interviews, presentations, and references that makes someone suitable for the particular needs of a job or activity.

e. The word “employee” in this provision shall be deemed to include a laid-off employee with recall rights.

f. Any employee receiving a temporary promotion for a period of one (1) week or more shall receive the upgraded salary for the temporary period only.

g. The Employer agrees that any promotion out of the bargaining unit shall not be done with the intent to undermine the Union.

Article 12: Layoffs and Recall

If the Employer believes a reduction of staff is necessary, the Employer shall determine the departments/classifications that will be laid off. However, the Employer will-provide notice to the Union in advance and meet with the Union if the Union wishes to provide any potential alternatives to a staff reduction. If the Employer determines that a reduction of staff is necessary, the following procedure shall be followed:

A. In the event of a layoff within a job classification on any team, the employer agrees to lay off probationary employees first. If layoffs are still necessary, the next round of layoffs shall be in the inverse order of seniority, i.e., the last person hired shall be the first person laid off according to job title within the team. An employee whose job is first affected by a reduction in staff shall have the right to move into a vacant position that may exist on any team in the same job classification, provided they are qualified to perform the job. The employee's seniority shall not be affected by moving to a new team. No employee shall suffer a loss of pay or job rate as a result of this procedure.

B. An employee to be laid off shall receive sixty (60) days' notice or pay in lieu thereof if the layoff is considered a covered WARN Act event. If the layoff is not a covered WARN Act event, employees shall receive one (1) weeks' severance pay per full year of continuous service provided the employee signs a General Release. Layoff meetings with groups of employees shall include a Union Steward or Representative, and any individual meetings at an employee's request.

C. Layoffs less than thirty (30) days shall be considered temporary and no severance pay shall be paid.

D. Any employee laid off shall be placed on the recall list for a period of one (1) year.

E. The Employer, upon re-hiring, shall do so in the order of seniority. The Employer shall hire the last employee laid off, provided, however, that such employee has the qualifications for the position to be filled.

F. Any notice of reemployment to any employee who has been laid off shall be made by certified mail, return receipt requested, to the last known address of such laid-off employee and a copy to their personal email address. If the employee does not respond within fourteen (14) days of the attempt to contact the employee the employee shall forfeit the employee's seniority and recall rights, and the next most senior employee will be contacted.

G. An employee recalled and reinstated to their former position shall receive their former rate of pay in addition to any wage increases to which they would have been entitled had they not been laid off and which arose during the period they were on the recall list.

Article 13: Safe Working Environment

Section 1. Overview

The Employer is committed to maintaining a work environment in which all employees work cooperatively and are treated with dignity. Each employee has the right to work in an environment that promotes equal opportunities. With this objective in mind, The Employer will address allegations of discrimination, harassment, retaliation, or other inappropriate conduct at work or in work-related settings in a manner that is consistent with the law and the terms of this agreement.

Section 2. No Discrimination

Neither the Employer nor the Union will not engage in or tolerate discrimination (including any form of harassment or retaliation) on account of a person's race, color, citizenship status, national origin, ancestry, sex, gender identity or expression, transgender status, sexual orientation, age, religion, creed, physical or mental disability, genetic information, use of a service/guide dog when approved as an ADA accommodation, childbirth, pregnancy or related medical condition(s), marital or partnership status, parental, guardian, or caregiver status, veteran status, political affiliation, domestic violence victim status to the extent protected by applicable law, stalking or sex offense victim status to the extent protected by applicable law, or any other characteristic protected by applicable law. The Employer and Union further agree that they will not discriminate against an employee because of their lawful activity as a member of the Union, lawful activity as a non-member of the Union, or decision whether to join or not join the Union.

Section 3. No Harassment or Bullying

The Employer is committed to maintaining a work environment free from sexual harassment, which, like other violations of this Article, constitutes employee misconduct. Sexual harassment as used herein has the same definition as at law and the examples in this section are not intended to change the legal definition. Generally, sexual harassment includes harassment on the basis of sex (self-identified or perceived), sexual orientation, gender, gender identity, or gender expression. Sexual harassment also generally includes unwelcome or unwanted sexual attention, sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature or other offensive behavior directed toward an employee.

Harassment based on an individual's membership in any protected group is equally prohibited and will not be tolerated. Workplace harassment generally consists of unwelcome conduct, whether verbal, visual or physical, that is based on an individual's membership in one or more of the protected groups set forth above, and that results in a tangible employment action or that unreasonably interferes with an individual's work performance or otherwise creates an intimidating, coercive, hostile, or offensive working environment.

The Employer will not tolerate bullying or similar conduct (specifically defined as the use of force, coercion, hurtful teasing or threat, to abuse, aggressively dominate or intimidate. The behavior is often repeated and habitual. One essential prerequisite is the perception of an imbalance of physical or social power), that unreasonably intimidates, degrades, or humiliates an employee, even if such conduct is unrelated to an employee's membership in a protected group.

These prohibitions apply not only to verbal and in-person communications, but also to email, Slack, and other forms of digital communication. The prohibitions apply not only in the workplace, but also to work-related settings, such as offsite meetings, business trips, and business-related social functions.

Section 4. Reasonable Accommodations

When qualified employees with physical or mental disabilities notify the Employer of such disabilities and request reasonable accommodations for such disabilities, the Employer will make reasonable accommodations, absent undue hardship as defined by the ADA, as set forth below.

When employees notify the Employer of a request for reasonable accommodation due to medical condition(s) related to pregnancy, childbirth, or the recovery from childbirth, the Employer will make reasonable accommodations, absent undue hardship, on behalf of such employees as set forth below.

When employees notify the Employer of a request for reasonable accommodation due to their status as a victim of domestic violence, sex offenses, or stalking, the Employer will make reasonable accommodations to the extent consistent with applicable law. When employees notify the Employer of sincerely held religious observances, practices, and beliefs and request reasonable accommodations relating to the same, the Employer will make reasonable accommodations, absent undue hardship as defined by Title VII, as set forth below.

Under each set of circumstances above, the Employer will consider making reasonable accommodations. Upon receiving a request for reasonable accommodation, the employer and the individual with a disability should engage in an informal process to clarify the individual's protected status, how their condition affects their ability to perform the essential functions of their job, what the individual needs and what may constitute an appropriate reasonable accommodation. The employer may ask the individual and/or the individuals with relevant information (e.g. medical provider(s)) relevant questions that will enable them to make an informed decision about the individual's protected status, their eligibility for an accommodation, and what may constitute an acceptable accommodation.

The interactive meeting must be conducted expeditiously, but no later than seven (7) calendar days after the request is received and the individual provides all requested information and supporting documentation. The employer must also act promptly to provide a reasonable accommodation that will enable the individual to perform the essential functions of their job, if one is available without undue hardship. If more than one accommodation exists that will enable the individual to perform the essential functions of their job, the Employer shall choose the accommodation.

In any of the above circumstances, a representative from the union may make the request on behalf of the employee so long as the employee authorizes, in writing, release of confidential information relevant to the reasonable accommodation sought, but the employee must cooperate throughout the interactive process regardless of who makes the request.

Accommodations will not be provided if they pose an undue hardship for the Company.

An employee seeking a reasonable accommodation will have the right to a union representative if requested, so long as the employee authorizes, in writing, release of confidential information relevant to the reasonable accommodation sought.

Section 5. No Retaliation

The Employer and Union will not engage in or tolerate retaliation of any kind by anyone against any person who raises a complaint about discrimination, harassment, retaliation, or other inappropriate behavior, who serves as a witness or otherwise participates in the investigatory process, or who requests or receives a reasonable accommodation. The Employer will not engage in or tolerate any conduct by anyone against any person that is reasonably likely to deter a person from raising any complaints pursuant to this Article or from serving as a witness or otherwise participating in the investigatory process.

Complaints of retaliation are subject to the same reporting, investigation, and remedial procedures as harassment claims.

Section 6. Complaints, Investigations, and Appropriate Action

If employees believe they personally may have been, or anyone else may have been discriminated against, harassed, retaliated against, or subjected to any unacceptable conduct prohibited by this Article by anyone in the workplace, they must report their concerns immediately to the Employer. Generally, employees should report their concerns to their direct manager or a leadership member of Department of People and Culture. Concerns about their direct manager or a member of the Department of People and Culture should be reported to their Program Manager. In addition, an employee may file a grievance under Article 38 of the Grievance Procedure alleging a violation of this Article. Such reports concerning an Executive Director or co-Executive Director should be made to the chair of the Board of Directors.

In response to any complaints raised, The Employer will:

a) Conduct a prompt, thorough, and impartial investigation;
b) Keep the existence and nature of the employee's complaint, as well as the identity of any complainant, witness, or accused, confidential. Such information will be disclosed only to the extent and to the parties necessary for the investigation to be conducted;
c) Take what it determines in discretion to be appropriate remedial action based on its investigation;
d) Notify the Union if an employee is disciplined as a result of its investigation;
e) Neither engage in nor tolerate any form of retaliation.

All employees—whether complainant, accused, or witness—must cooperate fully and honestly in any investigation of a complaint under this Article. Any employee who is being interviewed for such an investigation may request the presence of a shop steward, or another employee as a witness, at the interview.

Any employee who, after investigation, has been determined by the Employer to have engaged in discrimination, harassment, or retaliation, and/or inappropriate behavior in accordance with this Article will be subject to appropriate corrective/disciplinary action, up to and including termination of the employee's employment. Disciplinary action shall be for just cause and may include, but is not limited to, one of the following: a verbal or written reprimand; referral to counseling; withholding of a promotion; reassignment; suspension; and termination.

Section 7. Workplace Violence, Accidents or Injuries

Intimidation, and violence or threats of violence will not be tolerated by The Employer. The Employer's resources may not be used to threaten, stalk, or harass anyone at the workplace or outside the workplace.

"Workplace violence" includes threats or acts of violence occurring:

a) On Employer premises, regardless of the relationship between Employer personnel and the parties involved;
b) Off Employer premises at any work-related setting, such as business-related and/or Employer - sponsored social events; and/or
c) Off Employer premises involving someone who is acting in the capacity of a representative of The Employer.

Specific examples of conduct that may be considered threats or acts of violence include, but are not limited to:

a) Physically striking or pushing, shoving, kicking, or tripping an individual;
b) Threatening an individual or their family, friends, associates, or property, either verbally or physically;
c) Threats of assault or actual assault;
d) Intentional destruction of, or threatening to destroy, Employer or others' property;
e) Making or sending harassing or threatening phone calls, emails, texts or social media messages, etc.;

f) Harassing surveillance or stalking; and/or
g) Unauthorized possession or inappropriate use of firearms or weapons, including, but not limited to, any sort of knives, blades, explosives, and the like.

Any activity that constitutes indirect or direct threats of violence, incidents of actual violence, or any suggestion this policy may have been violated must be reported immediately to the Employer. Generally, employees should report their concerns to their direct manager or a leadership member of Department of People and Culture. Concerns about their direct manager or a member of the Department of People and Culture should be reported to their Program Manager. When reporting a threat or incident of violence, you should be as specific and detailed as possible. You should not place yourself in danger, nor should you attempt to intercede during an incident. Employees must promptly inform the Director of People and Culture of any protective or restraining order that they have obtained that lists the workplace as a protected area. Employees are encouraged to report safety concerns with regard to domestic violence.

The Employer will promptly and thoroughly investigate all reports of threats of violence, or incidents of actual violence, as well as reported concerns about workplace violence. The identity of the individual making a report will be protected as much as possible. The Employer and Union will not retaliate against employees for making good-faith reports of violence, threats, or activities suggesting a violation of this section. To maintain workplace safety and the integrity of its investigation, the Employer may suspend employees alleged to have engaged in workplace violence or threats of violence, pending investigation (if the allegations are not substantiated, the suspension shall be paid). Any employee found to be responsible for threats of violence, actual violence, or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action, for just cause in the Employer's discretion, up to and including dismissal.

If employees are injured or become ill on the job, or are involved in a work-related accident, they must immediately report such to their immediate manager, a leadership member of the Office of People and Culture, or the Executive Director, Co-Executive Director, or Deputy Executive Director. This includes vehicle accidents that occur during the course of employees performing their job duties. Additionally, employees must cooperate with their manager to ensure all necessary accident/injury-related reports and paperwork (such as worker's compensation reports) are completed within 24 hours of the incident, absent extraordinary circumstances. Failure to comply with this requirement may delay or even prevent the appropriate filing of a worker's compensation report and could jeopardize an employee's right to receive benefits in connection with the employee's illness or injury.

Article 14: Safety

a. The Employer agrees that it will provide a safe and healthy workplace consistent with, at a minimum, its requirements under the OSH Act, and any other applicable federal, state and local laws and regulations.

b. The Employee agrees that the Employee must bring any hazards or unsafe conditions to the Employer's attention by written communication to the Employer. Generally, employees should report their concerns to their direct manager, a leadership member of Department of People and Culture and to the Union, whether the unsafe conditions exist on FIRRP property or at a third party's facility. If the employee reasonably believes that the current situation is unsafe or hazardous, the employee can immediately withdraw from the situation and contact their immediate supervisor without any consequence. The Employer agrees to correct any actual hazards or unsafe conditions that are within Employer's control to remedy as soon as possible. The employer further agrees that any employee who brings a safety complaint forward in good faith will not be retaliated against.

c. The Employer agrees that it alone bears the responsibility for providing a safe and healthy workplace, and that nothing in this Agreement suggests that the Union has undertaken or assumed any part of that responsibility.

d. The Employer will provide employees with orientation and training to perform their jobs safely. The Employer agrees to pay employees for attending such orientations and training. The Employee shall follow all safety rules and protocols as set forth by the Employer.

e. The Employer will furnish, at its expense, all safety and protective equipment the Employer determines, in its sole discretion, is required or advisable for the protection of employees.

f. The parties agree that safety will be a standing agenda item at every Labor-Management Meeting.

g. If the Employer or Employee has actual knowledge that a particular client or prospective client presents an actual hazard or safety risk to an Employee who is required to conduct interviews with that client in an enclosed room at the detention centers or other location therein, the Employer (whose team shall consist of at least the Employee's manager, a manager in the Social Services Program, and a member of the Office of People and Culture) will create a safety plan. The safety plan will be created in collaboration with the Employee to provide for an appropriate modification for interactions with that client, if any (which shall include, for any in-person meetings, having another FIRRP employee present if requested by the Employee). If the Employee is unsatisfied with the Safety Plan, the Employee can request review by the Program Manager, who, in their discretion, will determine whether the Safety Plan should be modified (and shall not be required to meet with the Client in-person unless and until the Program Manager makes their determination).

h. Employees that are otherwise required to conduct interviews with clients in enclosed rooms at detention centers may instead elect to conduct their entire series of first interviews, during that same visit, at tables in the open visitation rooms. Employees should be mindful of confidentiality during sensitive conversations occurring in the open visitation rooms, and employees may not switch between an enclosed room and the open visitation room during the same visit. FIRRP will not retaliate against an employee for exercising this option, and will not deny it.

i. Employer shall determine all safety rules in its sole discretion. Safety rules pertaining to the conduct of employees shall be made available by the Employer electronically and posted in the same locations as legally required workplace notices.

Safety/Hazard Incident Report

1. Within sixty (60) days of ratification the employer and the union will jointly work on creating a safety/hazard incident report. Once the safety/hazard incident report is finalized, it will be made available for download to all employees on Bamboo HR, or any other similar system that the employer may use. While the parties will work jointly, in good faith, to create a mutually acceptable safety/hazard incident report, the Employer shall retain discretion to approve the incident report and make any changes it deems necessary.

2. The Employee must complete the report within 24 hours of the incident.

3. Upon receipt, the Employer will send the forms via email to OPEIU Local 251 representative, to the extent they can be provided without revealing confidential, privileged, or other sensitive information.

4. Safety/Hazard Incident reports will be reviewed at Labor Management meetings to the extent it can do so without revealing confidential, privileged, or other sensitive information. The Employer will report to the Union on the status, results of the investigation and/or the resolution of the incident/s.

Article 15: Workloads, Caseloads, and Shelterloads

Due to the inherent flux in immigration law work due to factors largely external to the Florence Project, the parties acknowledge that they need to intentionally focus on caseload management to in order to enhance consistency and balance. Therefore, in addition to the other provisions of this Agreement relating to work-life balance, including but not limited to work week, vacation, sabbatical, personal days, and other provisions, the parties additionally commit to the following understandings regarding the equitable and reasonable allocation of work:

Communication

Work and caseload structure and status shall be a standing topic at the parties' Labor-Management Committee meetings. In addition, at the first quarter LMC meeting each year, Program Managers will provide a programmatic overview of caseload expectations and plans for the upcoming year.

A staff member who believes their workload is not reasonable or equitable (i.e. based on number of open active cases, complexity of cases, types of cases, and other work responsibilities of the employee), that their caseload, workload, or shelter load are causing violations of applicable rules of ethics or professional responsibility, may request a caseload, workload, or shelter load review with their immediate supervisor. If a bargaining unit member does not feel comfortable doing so alone, they may have a union steward or representative present.

Caseloads

FIRRP will consider the following non-exclusive factors, on a holistic basis, when determining what a reasonable and equitable workload includes:

1. Program needs and priorities
2. Client needs and priorities
3. Equitable distribution of cases/workload/shelter workload/detention facilities
4. Experience and skill level of employee
5. Professional Ethics
6. Ability to use paid time off
7. Supervision and resources available
8. Complexity of assignments/cases
9. Unusual, special or time-sensitive assignments
10. Professional development
11. Impact, if any, on Reasonable Accommodations

Legal and social services staff work within their individual team structures to meet specific expectations applying the factors above. While workloads may appear differently across teams, the Florence Project universally expects staff to work a productive and reasonably paced 40-hour week, while managing and taking their paid time off benefits. There are times where the work of the organization may necessitate more than a 40-hour week, subject to the terms of this agreement, particularly for exempt staff.

Managers conduct regular one-on-one supervision meetings with staff to discuss work hours, pace of work, workload, caseload and shelter load to promote manageable, ethical, and high quality work. Staff are both encouraged and expected to openly share workload status updates with their managers, and managers are expected to timely respond to staff workload status updates.

Coverage

Staff members should plan for time off with reasonable time to make necessary arrangements for needed coverage, which includes and accounts for FIRRP's long standing practice of cross-team and cross-positional

coverage. Staff members should consult with their manager regularly as to anticipated time off and the needs for coverage during anticipated time off. Staff members seeking time off should work in collaboration with their manager to identify needed coverage. Staff members seeking time off are responsible for identifying coverage needs, including suggesting the coverage for their work load, including cases. Staff members, with managerial assistance, will draft a coverage plan for those needs and share, in writing, the coverage arrangements with any applicable covering staff and their manager once the plan is approved by the manager. In the absence of necessary coverage, it may be necessary to reschedule preferred time off.

Where there is need for support or in emergency situations, the manager will work to support in finding coverage.

Caseload Dispute Resolution

In the event a staff member has met with their immediate supervisor regarding a workload, and the staff member does not believe it is reasonable or equitable (as described above), and the staff member does not agree with the immediate supervisor's decision, the staff member may request review from the Program Manager. If a bargaining unit member does not feel comfortable doing so alone, they may have a union steward or representative present. The Program Manager will determine, in the Program Manager's discretion, what if any changes should be made to the staff member's workload based on the information provided and provide a brief written basis for the Program Manager's decision. If the Program Manager determines that a staff member's workload is unreasonable or inequitable, they shall reduce the staff member's workload to one the Program Manager determines is reasonable and equitable within one month. As some examples, they may consider a freeze on additional assignments, hiring additional staff, reducing shelter assignments, or re-assigning cases or other work, taking into account programmatic needs and FIRRP's long-standing norms of cross-positional and cross-team coverage. Employees may request Program Manager review no more than once every six (6) months.

In the event the staff member believes that the Program Manager's determination or proposed resolution will not result in a reasonable workload, caseload, or shelter load, the staff member may appeal the Program Manager's determination to a Deputy Director (and in the absence of a Deputy Director, the Executive Director). The Deputy Director shall have the discretion to make the final determination as to whether the Program Manager's determination is reasonable and equitable.

Article 16: Performance Evaluations

It is the intention of FIRRP to give bargaining unit employees a performance evaluation, to advise each employee of the status of their work performance in relation to the job standards and expectations for the employee's position. Evaluations should reflect conversations already had during the year between the supervisor and the employee.

The evaluation shall be conducted by the employee's direct supervisor, acting supervisor, or another supervisor familiar with the employee's work, in consultation (as deemed necessary by the reviewer) with others familiar with the employee's work.

At least one performance evaluation shall be conducted during the introductory period and annually thereafter at a time not to exceed one year following their anniversary date of hire.

Employees shall acknowledge such evaluations by signature; however, such signature does not indicate acceptance or rejection of the evaluation.

The employee shall receive a copy of the performance evaluation at the time the employee signs it.

If an employee disagrees with the evaluation, the employee may object in writing to the evaluation, such objection shall be retained by the employer with the evaluation.

Nothing in this Article shall be interpreted as limiting FIRRP's ability to provide coaching, counseling, and verbal feedback on performance, including during 1:1s, or conduct other evaluations (360 Reviews, etc.). The employer recognizes that the Union has the right to request to bargain over the impact of changes to evaluation procedure.

Employee performance evaluations shall not be used as a sole factor in determining transfers or promotions. Performance evaluations shall not be used as a step in the disciplinary process or to determine pay.

Article 17: Legal and Professional Ethics

This language supplements the FIRRP handbook provisions "Confidentiality" and "Rules of Professional Conduct."

A. All employees are required to comply with all rules of professional conduct or ethics rules made applicable to them by law.

B. The Employer shall run the organization in accordance with all rules of professional conduct and ethical rules applicable to its staff. Any rules and processes the Employer decides to maintain shall be consistent with such obligations.

1. Managers and supervisors, in their professional judgment and discretion, shall direct the work of bargaining-unit employees in a manner that facilitates and encourages compliance with ethical rules and professional obligations.

2. Employees subject to professional ethical rules have independent duties to research and comply with their ethical responsibilities should an ethical question arise. However, in addition, employees are encouraged to bring ethical questions to their managers. Management shall not retaliate against staff who, in good faith, raise a concern or question about ethics or professional responsibility. This is true whether or not a good faith ethical or professional responsibility concern actually has merit.

C. The employer shall continue to provide relevant training to all staff regarding their ethical responsibilities, within three months of hire and periodically, at the Employer's discretion, thereafter. In addition to trainings required to meet their licensure requirements (including continuing education), employees shall complete training required by the Employer.

D. Employees practicing law are also required to comply with all federal, state, and local rules of practice and procedure applicable to their work. While the Employer shall provide training as described in Paragraph (C) of this Article, every employee practicing law has an independent ethical obligation to comply with all federal, state, and local rules of practice and procedure applicable to their work.

Article 18: Electronic Communications

The Florence Project provides its employees with electronic communication systems, including computers, computer networks, e-mail, voicemail and telephones (collectively, "Electronic Communication Systems"). These Electronic Communication Systems are provided to employees for the benefit of the Florence Project and to facilitate the Florence Project's work. Every employee has a responsibility to use the Florence Project's Electronic Communication Systems in an ethical and lawful manner that increases productivity, enhances the Florence Project's public image, and is respectful of other employees. The following guidelines are illustrative only and not a complete list of conditions of use of the Florence Project's Electronic Communication Systems.

- The Florence Project's property, including its Electronic Communication Systems, is intended to be used to conduct Florence Project business. Incidental and occasional personal use of these systems is permitted, but should be limited, and must not interfere with the Florence Project's business or employees' productivity. Information and messages transmitted, received and/or stored on these systems will be treated no differently from other business-related information and messages, as described below.

- The Florence Project's Electronic Communication Systems may not be used to solicit for commercial ventures, religious or political causes, outside organizations, or other non-job- related solicitations.

- All employees are responsible for the content of all text, audio, and images that they play or send over the Electronic Communication Systems. Fraudulent, offensive, or harassing messages are prohibited. Offensive and/or harassing messages include but are not limited to messages that contain sexual content or innuendo and/or any content that offensively addresses any individual's race, color, religion, sex, gender, national origin, age, disability, sexual orientation, gender identity, gender expression or any protected status.

- The Electronic Communication Systems shall not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior written authorization from the Florence Project's Human Resources Director.

- Use of the Florence Project's Electronic Communication Systems constitutes employee consent to the Florence Project's right to access and review this information. As a part of its normal operations, the Florence Project may without notice monitor any of its Electronic Communication Systems and intercept, access, inspect, review and disclose any and all data recorded, including all messages created, sent, retrieved, or stored on those systems. Because the Florence Project reserves the right to access all voicemail and e-mail messages stored or transmitted on these systems, employees should not assume that such messages are private and/or confidential. Employees using the Florence Project's Electronic Communication Systems should also have no expectation that any information stored on their computers - whether contained on a computer hard drive, computer disks or in any other manner - is private and/or confidential.

- Notwithstanding the Florence Project's right to authorize designated employees to receive and review messages on its Electronic Communication Systems, such messages should be treated as confidential by other employees and accessed only by the intended recipient.

- No games, unlicensed software, or unauthorized personal software may be installed on the Florence Project's Electronic Communication Systems. All other software must be preapproved by the Florence Project's Operations team prior to installation.

Any employee who violates this policy or uses the Electronic Communication Systems for improper purposes may be subject to discipline, up to and including termination.

No Intrusive Monitoring:

The Employer shall not utilize software or hardware on employees' computers or other Company-issued devices for the purpose of actively observing an employee during their work period, meaning the Employer shall not:

a. actively observe employee keystrokes or keystroke logging;

b. observe an employee through their computer's camera or microphone without the employee's knowledge; and

c. actively keep track of the amount of time spent away from, or idle at, a computer, in real time.

Nothing in this Article will prevent the Employer from engaging in any other monitoring of its property, including but not limited to (1) engaging in practices related to the service and maintenance of Company hardware and software, and the ongoing adoption of best practices in information security, such as logging onto an employee's computer to troubleshoot performance issues or provide software updates; (2) accessing or reviewing any downloaded, deleted, saved, or stored files, programs or software on any Company-issued device; (3) utilizing timekeeping/attendance software to proactively record employees' working hours; or (4) investigating possible instances of misconduct.

Assuming there is no active monitoring, as set forth above, nothing in this Article will prevent the Employer from taking any other action with respect to its electronic communications systems, including but not limited to (1) determining the nature, type, and amount of technology and equipment to be used; (2) implementing or installing new equipment or technology in the workplace; and (3) determining and regulating the use or dissemination of confidential and proprietary FIRRP information as well as FIRRP equipment, software, and hardware, including security requirements for said usage.

Employees shall be notified when new systems related to monitoring are installed.

Article 19: Subcontracting

The Employer shall first meet with the Union and discuss any alternatives to subcontracting if such subcontracting would result in a reduction of bargaining unit staff, and should it still decide to subcontract negotiate the effects of that decision with the Union.

Article 20: Hours of Work

1. The Employer's work week is Sunday at 12:00 a.m. to Saturday at 11:59 p.m.

A normal work week consists of five (5) days of eight (8) hours per day and an unpaid 30-minute meal period.

Nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week. The Employer maintains the right to require overtime work, so long as consistent with this Agreement.

The Employer may grant, in its discretion, requests to temporarily accommodate four (4) days of ten (10) hours per day in the case of educational schedules, medical related issues, or other extenuating circumstances.

2. Normal work hours are Monday through Friday from 8:30 am to 5:00 pm. We are a services organization that exists to provide services to our clients. As such, determination of starting time and hours of work shall be made by the Employer and such schedules may be changed from time to time to suit client needs or the employer's needs. In the event the Employer deems it necessary to change starting times or hours of work, the Union shall have the right to bargain the effects of that change.

Flex Time:

Planned Flex Time:

From time to time, the Employer may require an employee to work outside the normal business hours to meet client needs, participate in a work related event or any other activity pertaining to their job, or may allow an employee to work outside normal business hours. In these circumstances, the employee may choose to use flex time at a time agreed upon with the Employer, and the employee's immediate manager or another on-call manager shall approve the employee using flex time to remain at or below forty (40) hours in the work week, unless in the Employer's discretion it determines that a programmatic need does not allow flex time in that work week. Or, the Employee may choose to be paid overtime (more than 40 hours in the work week) in accordance with Article XX - Overtime of this contract. Employees who flex time shall not be subject to discipline or retaliation.

Unplanned Flex Time:

If the Employer requires or allows an employee to work outside of regular business hours because of an emergency or unexpected situation, the employee may, at a time agreed upon with the Employer, adjust their hours in that work week to remain at or below forty (40) hours in the work week unless in the Employer's discretion it determines that a programmatic need does not allow flex time in that work week. Or, the Employee may choose to be paid overtime (more than 40 hours in the work week) in accordance with Article XX - Overtime of this contract. Employees who flex time shall not be subject to discipline or retaliation.

Exempt staff:

While exempt employees generally should be available to perform their duties during regular office hours consistent with direct client service needs, it is understood that employees exempt from paid overtime may work extended hours. Exempt employees are permitted to flex their time, at a time agreed upon with the Employer, within the pay period unless the Employer determines doing so is not consistent with Programmatic needs.

Non-Exempt Staff:

After the approval of their manager, employees can adjust their schedule for the work week to equal (40) hours.

Same Week:

To the extent Flex Time is allowed, it must be taken in the same work week in which the work outside of regular office hours is performed.

Article 21: Overtime

1. Many of the Employer's employees are exempt employees for whom the overtime rules of this Article do not apply. The provision of this Article, overtime, applies only to the Employer's non-exempt employees.

2. The provisions of this Article are intended to provide the basis for calculation and payment of premium pay and shall not be construed as a guarantee of any specific overtime hours.

3. The Employer may require overtime when it determines it is needed for programmatic reasons. Employees shall be given at least two (2) working days' notice of such need to make required arrangements at home, unless an urgent overtime need arises within two (2) working days', in which case the Employer will provide as much notice as possible, with the understanding that the Employer will first seek qualified volunteers before requiring short-notice overtime.

4. Overtime will be paid at one and one-half (1 1/2) times the regular rate of pay for all hours worked in excess of forty (40) hours in a workweek. All hours worked shall be used in the computation of overtime pay.

5. Any time worked in excess of forty (40) hours, up to five (5) hours during one week, does not need authorization from a supervisor, absent a pattern of overtime deemed inconsistent with programmatic need. Any time above five (5) hours of overtime in one week must be approved in writing.

Article 22: Wages

Section 1. Commitment to Equity and Transparency

(A): Salary History Review

Salary history from previous employment shall not be considered when setting a new employee's salary.

(B) Pay Equity and Diversity

To ensure no discriminatory treatment based on gender, race, ethnicity, or other status, FIRRP shall conduct biennial pay equity reviews in the first quarter of the year of all bargaining unit employees' salaries to confirm that all employees in a classification are paid at least their Years of Experience calculation.

(C) Commitment to Equity: Pay Adjustments

At least once per year, employees will have an opportunity to request and receive an explanation of how their compensation is calculated. Employees who have specific questions or concerns are encouraged to speak to The Office of People & Culture to discuss their compensation and the compensation process. Employees are welcome to invite a union representative to that meeting.

Section 2: Years'-of-Experience Placement and Advancement

(A) Years'-of-Experience Placement—Current Employees shall be placed on the appropriate Year of Experience according to their full years of experience as of January 1, 2023. All current employees will receive full (100%) credit for all prior experience at FIRRP in their current job classification. They will also receive credit for additional experience outside FIRRP, or at FIRRP in a different job classification, according to Appendix A. For initial placement in 2023, all current employees shall receive a raise. Current employees shall receive either (1) a 2.00% salary increase or (2) the salary equal to the employee's Years' of Experience calculation, whichever is greater. Thereafter, starting in 2024, employees shall receive the salary equal to the employee's Years' of Experience calculation, unless doing so would result in less than a 3.00% increase in salary.

Newly hired Employees shall be placed on the appropriate Year of Experience for their classification according to their years-of- experience calculation, according to Appendix A, as of the Employee's hire date.

An employee with 20 or more years of experience will be placed at Year of Experience 20 of the wage scale in their job classification for 2023. Thereafter, they shall receive the same annual across the board increases as all other employees in their classification at Year of Experience 20, unless doing so would result in less than a 3.00% increase in salary.

(B) Classification Change: An Employee who changes classifications shall be placed on the Year of Experience corresponding to their years'-of-experience calculation, according to Appendix A, in the new classification as of the date of the change. Thereafter, in subsequent years they shall receive the wage increase associated with their new classification, unless doing so would result in less than a 3.00% increase in salary.

In no case shall a lateral transfer or promotion result in an employee earning a lower salary, regardless of the Years of Experience calculation in the new classification. If such calculation would result in an employee receiving a lower salary, the employee shall maintain their salary from their previous position until their years' of experience in the new classification results in a salary increase. Employees transferring to a lower paid classification shall receive the salary according to their years-of- experience calculation, according to Appendix A, as of the Employee's transfer date.

(C) Year of Experience Advancement—Once placed into their initial Year of Experience, Employees shall move to the next Year of Experience in their job classification on January 1 of the following year.

(D) Across the Board Minimum Guaranteed Increases in 2024 and 2025: In both 2024 and 2025, employees shall receive either (1) a 3.00% salary increase from the previous year or (2) the salary equal to the employee's 2024 and 2025 Years' of Experience calculation in Appendix B, whichever is greater.

Section 3: Prior Experience Credit

Newly hired employees with prior related work experience shall not be placed on the wage scale above Year of Experience eight (8) except by mutual agreement of the Union and Employer, which shall not be unreasonably withheld.

Section 4: Out of Classification Pay

Employees who are designated by the Employer to temporarily provide coverage in a higher-paid bargaining unit classification for a period of more than five (5) consecutive days, shall receive the wage rate corresponding to the higher-paid classification and the covering employee's years of service for all subsequent time worked in the position.

Section 5: Bonus Pay

(A) Nothing in this contract shall prohibit FIRRP from paying discretionary bonuses to bargaining unit employees in addition to their regular salary, as determined by FIRRP's Board of Directors in its sole discretion.

(B) Nothing in this contract shall prohibit FIRRP in its discretion from paying recruitment, retention, or other bonuses to bargaining unit employees in addition to their regular salary, so long as the same bonus is paid to all similarly situated bargaining unit employees, and the bonus is not based solely on subjective evaluations of merit or performance.

Section 6: Retention Bonuses at Ratification

All employees employed on the date this contract was ratified shall receive a $850 retention bonus within 30 days of ratification.

In addition, and in light of the unprecedented and unique circumstances of the COVID-19 pandemic, every employee employed on the date this contract was ratified shall receive an additional $1,200 bonus if, (a) between March 1, 2020—May 31, 2022, that employee was designated as in office, or routinely required to be in the field, and (b) employed as an Administrative Assistant, Legal Administrative Assistant, Office Coordinator, Policy Coordinator, Social Worker or a bargaining unit member of the BAT Team.

Article 23: Health Benefits

The Employer shall maintain current or comparable medical, dental, vision, short-term disability, and group life insurance benefits for full-time employees, and, pay the employer portion of the monthly premium costs by using the same formula and percentages as in 2023.

The Employer will fund Health Savings Accounts (HSAs) for employees who elect a high deductible plan by providing equal twice a month contributions totaling $1,140 per year. Plans, plan carriers, brokers, or components of the plans may change from year to year, but the Employer shall maintain comparable plans, as set forth above. For 2023, the employee's portion of the monthly premium cost is:

BCBS Coverage Level	PortfolioHSA $4,000	EverydayHealth PPO $1,000	EverydayHealth PPO $500
2023 Rates-24 pay periods	**Cost Per Pay Period**	**Cost Per Pay Period**	**Cost Per Pay Period**
Employee Only	$0.00	$0.00	$54.36
Employee + Spouse	$83.81	$149.88	$264.02
Employee + Child(ren)	$68.57	$122.63	$225.90
Employee + Family	$152.38	$272.51	$435.57[1]

Principal Dental Coverage Level	Low Plan	High Plan
2023 Rates-24 pay periods	**Cost Per Pay Period**	**Cost Per Pay Period**
Employee	$0.00	$4.58
Employee + Spouse	$16.82	$26.13
Employee + Child(ren)	$20.23	$38.27
Employee + Family	$39.47	$65.22[2]

[1] Formula:

HSA $4,000:

Employee only: 100% covered by FIRRP

Dependent coverage: (Total premium - HSA employee only - the 50% premium covered by FIRRP under the PPO $1,000 plan) *12 months / 24 pay periods

PPO $1,000:

Employee only 100% covered by FIRRP

Dependent coverage: (Total premium-employee only) * 50% of the increased premium covered by FIRRP *12 months / 24 pay periods

PPO $500:

Employee only: (Total premium-employee only PPO $1,000) * 12 / 24 pay periods

Dependent coverage: (Total premium - PPO $1000 employee only - the 50% premium covered by FIRRP under the PPO $1,000 plan) * 12 months / 24 pay periods

[2] FIRRP pays the entire cost of Employee-Only "Low Plan" coverage. Employees are responsible for the difference between the cost of another option and the Employee-only Dental Coverage "Low Plan."

Principal Vision Coverage Level **2023 Rates-24 pay periods**	**Cost Per Pay Period**
Employee	$0.00
Employee + Spouse	$3.42
Employee + Child(ren)	$3.88
Employee + Family	$8.08[3]

FIRRP shall continue to maintain health insurance coverage for its employees that covers expenses related to gender identity for trans and gender nonbinary employees, including but not limited to transition-related expenses. FIRRP shall not sign any group health insurance contract that contains blanket exclusions of coverage for gender identity or transition-related care.

In addition to its Employee Assistance Program (EAP), FIRRP shall maintain health insurance coverage for its employees that covers mental health services.

If allowed by applicable law, all health plans offered to bargaining unit members shall cover comprehensive sexual and reproductive healthcare services, including contraceptives, and abortion services (procedural and pharmaceutical).

Information:

If proof of illness or medical treatment is required, the required documentation shall comply with applicable law, including but not limited to the ADA, GINA, and HIPAA.

In addition to any requirements that may apply under HIPAA, employee health information received by the employer is strictly confidential and must be maintained in a confidential medical file that is maintained separate from the employee's personnel file. Such information shall not be disclosed or used for any purpose other than as necessary for the administration of benefits such as healthcare, sick time, and FMLA, and/or consistent with applicable law.

The Employer shall not engage in surveillance of employee actions or communications in any medium or context, whether private or job related, concerning healthcare or other private medical matters, except as consistent with applicable law.

If the Employer is served with a subpoena or any other legal process seeking access to employee health information, the Employer shall promptly notify the employee in writing.

Anti-Discrimination:

No employee shall be subject to discrimination, retaliation, discipline, or any other unlawful adverse employment action, including, but not limited to, changes in terms and conditions of employment due to disclosure of employee healthcare information or for seeking to access, receiving or contemplating abortion or other reproductive or gender affirming healthcare, or discussing or disclosing the above. The forgoing provision shall apply irrespective of the legal status of the health care contemplated, sought or received in any state. The forgoing provision shall not undermine or limit any other contractual right or benefit pursuant to this agreement and shall not undermine or limit the job security provisions of this agreement.

[3] FIRRP pays the entire cost of Employee-Only coverage. Employees are responsible for the difference between the cost of another option and Employee-only Coverage.

Article 24: Vacation

Vacation Accrual:

Employees will begin accruing paid vacations in accordance with the following accrual schedule. Eligible employees will accrue a total of twenty-five (25) vacation days per year at the rate of 2.08 days per month for full time employees. Accrual begins at the outset of employment; Vacation days can be used as they are accrued, however, new employees are not eligible to use accrued vacation time until they successfully complete 90 days of employment with the Florence Project except that employees, in their first 90 days of employment, may use accrued vacation for purposes of covering sick time if they have first exhausted all available sick leave.

Vacation Time Carryover:

Employees may carry over no more than twenty (20) vacation days from year to year, up to ten (10) of which may at the Employee's option be converted to Paid Sick Leave, as measured from the individual employee's date of hire. Unused vacation days in excess of 20 will be forfeited at the end of each year.

Requesting Vacation Time:

All vacation requests must be pre-approved by the immediate supervisor of the employee. The Florence Project will make every effort to schedule vacations to meet employee requests, so long as that scheduling does not interfere with the Florence Project's programmatic/operational needs. Before taking any approved vacation time, employees must enter their time off request in the online portal. So long as consistent with all other provisions of this article, and requested and approved in advance prior to the start of the proposed consecutive time off, vacation time may be used consecutively with sabbaticals and parental leave.

In the event of a conflict in the vacation preferences of two or more employees that the Employer determines, if granted to the employees, would cause an operational difficulty, seniority shall govern.

Vacation Policy Upon Separating From Employment:

Employees who separate from the Florence Project, whether voluntarily or involuntarily, will be paid at their current rate of pay for accrued, unused vacation with a maximum of 20 days, if they have worked for at least 90 days and have reported all of their vacation time through the required time off forms. Any vacation advanced to an employee before it is earned will be deducted from the employee's final paycheck.

Absent exceptional circumstances to be determined in the Co-Executive Director's sole discretion, employees may not use vacation in their final thirty (30) days of employment (regardless of whether such vacation time was pre-approved in advance by the employee's supervisor).

Article 25: Holidays

The following shall be recognized as holidays observed by this Agreement:

New Year's Day
Martin Luther King Day
President's Day
César Chávez Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Indigenous People's Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve
Christmas Day
Winter Holiday (Day After Christmas Day is Observed)

Employees will receive holiday pay for the days listed above at the employee's regular rate of pay. If an observed holiday falls during an eligible employee's paid absence (such as vacation), holiday pay will be provided instead of the paid time off benefit that otherwise would have applied for that particular day. Paid time off for holidays will not be counted as hours worked for purposes of calculating overtime pay.

When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday. When a holiday falls on Sunday, the next Monday shall be observed as the holiday.

If a regular pay day falls on a holiday, paychecks will be issued on the last regular workday before the holiday.

Article 26: Sick Leave

Employees are eligible to earn five 5 paid sick days (40 hours) per calendar year. Employees accrue sick time at a rate of 1 hour of PSL for every 30 hours worked or on approved time off. Employees may carry over a maximum of 20 days (160 hours) of PSL from year to year.

A. Initial Accrual of PSL:

Employees accrue 1 hour of PSL for every 30 hours worked or on approved time off. Exempt employees will be assumed to work 40 hours in each workweek for purposes of PSL accrual, unless their regularly scheduled workweek is less than 40 hours, in which case paid sick leave will accrue based upon the number of hours in the regularly scheduled workweek.

B. Reasons Employees May Use PSL:

There are a variety of circumstances that may qualify for the use of PSL, such as:

- An employee's own physical or mental illness, injury, or health condition;
- A family member's physical or mental illness, injury, or health condition;
- Preventative care for the employee or a family member;
- Absences resulting from the effects of domestic violence, sexual violence, abuse or stalking of the employee or employee's family member; and
- Absences necessitated by a declared public health emergency
- Please ask your Human Resources Director if you have any questions about circumstances that may qualify for use of PSL.

For the purposes of this policy, a "family member" will include all relationships covered by Arizona Revised Statute § 23-371, and will also include chosen families—nonbiological kinship bonds, whether legally recognized or not, deliberately chosen for the purpose of mutual support and love—as well as those recognized by the statute.

a. Scheduling and Using PSL:

Employees may use accrued PSL as soon as it is accrued. PSL may be used in increments as small as 30 minutes. PSL should be scheduled in advance, and 30 days' notice is preferred, if at all possible. In the event of an emergency or sudden illness, you should give as much notice as possible. In the usual case, we will excuse absences only when notice is given to your supervisor before the start of your scheduled shift. Failure to give proper notice may result in discipline action.

Employees must tell their supervisor how long the absence is expected to last (if known). For absences lasting three or more consecutive days, the Florence Project may request reasonable documentation from employees to demonstrate that PSL has been taken for a qualifying circumstance, such as a doctor's note, signed statement from the employee, or a protective order.

All employee benefits will continue during PSL, so long as the employee returns to work after taking PSL and works at least one full day. Employees will need to pay any employee contributions due during the PSL.

Article 27: Parental Leave

Employees are eligible to receive thirteen (13) weeks of paid maternity/paternity leave, which can be used during pregnancy or after the birth/adoption of the child or a combination of both. This leave will run concurrent with FMLA leave. That means, for example, an employee who takes their full thirteen (13) weeks of maternity/paternity leave also exhausts their full 12-week FMLA benefit. An employee who has used partial FMLA when applying for parental leave will still be eligible to receive their full thirteen (13) week parental leave benefit. Eligible employees will submit written notice with the expected start date and expected return date of the leave. Such notice shall be submitted to the employee's immediate supervisor as soon as practicable, but unless unknowable, no later than four (4) months before the planned start date. No later than one (1) month before the expected start date of parental leave, the employee must submit to their immediate supervisor a proposed plan for coverage during their leave that will be approved in the Employer's sole discretion. If the employee's proposed coverage plan is not approved in its initial draft form, the Employer shall work collaboratively with the employee to develop a coverage plan acceptable to both the Employee and the Employer. While on leave, employees receiving health insurance coverage are eligible to continue such medical benefit coverage, provided that the employee continues to pay any customary portions of the monthly premium. Employees must submit their time for approval through the timekeeping system. So long as consistent with the other terms of this Agreement, Employees may use accrued vacation and/or available sabbatical consecutively with parental leave.

Article 28: Personal Days

Employees shall receive eight (8) hours of paid time off each month, as long as the time off does not interfere with the Florence Project's essential program activities. Personal days may be used in increments of one (1) hour. Personal days should be scheduled in a manner that does not interfere with time-sensitive work responsibilities. Employees must obtain their supervisor's approval prior to taking a personal day, and employees should submit the required time off request through Bamboo HR. Personal days will not be counted as hours worked for purposes of calculating overtime pay. Each personal day must be used in the month in which it is earned, or it is forfeited. Personal days do not carry over to any subsequent month.

Article 29: Sabbaticals

1. After completing three (3) consecutive years of employment with the Employer, eligible employees may apply for an eight (8) week sabbatical with pay and benefits. To be eligible for this benefit, employees must: (1) be active and in good standing, and (2) receive the approval of their immediate supervisor. Employees must make their request for sabbatical at least four (4) months before the proposed sabbatical, and no later than one (1) months before the proposed sabbatical, eligible employees must submit to their immediate supervisor a proposed plan for coverage during their absence that will be approved in the Employer's sole discretion. If the employee's proposed coverage plan is not approved in its initial draft form, the Employer shall work collaboratively with the employee to develop a coverage plan acceptable to the Employer. The timing of the sabbatical is subject to the approval of the supervisor (e.g. programmatic needs and other leave/absence requests). Requests will not be unreasonably denied. Employees must submit their time for approval through the time keeping system. Vacation, sick time and PTO will continue to accrue as usual during the sabbatical.

2. An employee will not be paid for unused sabbatical leave upon termination or separation from the Employer. Sabbatical leave cannot be taken after the employee gives notice of resignation or the employer gives notice of layoff. Employees do not acquire a right to a partial sabbatical.

Article 30: Jury Duty

Bargaining unit employees shall receive full pay during jury duty, less jury fees received provided that they provide a jury duty summons as well as documentation of jury fees received to the Department of People and Culture. Employees must advise the Department of People and Culture and their supervisor when called for jury duty. Employees are expected to report to work when not required to be in attendance as a juror. Employees are expected to cooperate with their supervisor to the greatest extent possible to ensure their duties are covered during any jury duty absence.

Article 31: Religious Absences

Religious Absences: In addition to regular Florence Project holidays, employees are eligible to take time off to observe a religious holiday or ceremony, provided that work schedules can be accommodated without undue hardship to the department and provided that the time off is charged as a personal day, vacation time, compensatory time off, or time off without pay with the option to make up the equivalent time by arrangement with their supervisor.

a. Procedure for Religious Absence and Accommodations: Requests for reasonable accommodations for sincerely held religious beliefs or practices should be directed to the Office of People and Culture. Accommodations will not be unreasonably denied (i.e. consistent with Title VII). Employees are responsible for giving the Florence Project at least a two-week notice of the proposed absence when possible.

Article 32: Bereavement

In the event of a death in the family, employees shall be granted up to five (5) days leave with pay if the employee will remain in-state or up to seven (7) days if the employee will travel out-of-state, or up to ten (10) days if the employee will travel out of the country. For the purposes of this article, step relationships are equal to blood relations. “Family” is defined as an employee’s spouse, domestic partner, child, foster child, sibling, mother, father, grandchild, grandparent, parent-in-law, grandparent-in-law, aunt, uncle, niece, nephew, cousin, individuals for whom the Employee is the legal guardian, equivalent foster family member, any member of your household, and chosen family. Chosen families are non-biological kinship bonds equivalent to one of the listed family members above, whether legally recognized or not, deliberately chosen for the purpose of mutual support and love. The Florence Project reserves the right to request information substantiating the need for bereavement leave, if needed.

Article 33: Mileage and Expense Reimbursement

Florence Project employees will be reimbursed for work-related mileage in accordance with the annual rate set by the IRS, and other work-related expenses, following an IRS Accountable Plan (e.g. requiring receipts).

Employee Reporting Responsibilities

Employees must record their individual mileage and other work-related expenses on the Florence Project's reimbursement request form. Employees must itemize their mileage and provide the following information: (i) date of travel; (ii) point of departure and destination; (iii) total number of miles traveled; and (iv) business purpose for which travel occurred. For expenses other than mileage, employees must submit receipts or other sufficient documentation of the expense.

Reimbursement Timelines and Deadlines

Employees are expected to complete their reimbursement request forms on a monthly basis and submit them to their immediate supervisor and the Accounting Department together with receipts required by this policy on or before the first day of the following month by noon. Employees are responsible for submitting reimbursement requests to their supervisor and Accounting for approval in a timely manner. Reimbursements may be delayed if not received within the required deadlines. The Florence Project will not provide mileage and/or expense reimbursements to employees who do not submit reimbursement request forms and receipts where applicable by February 15 of the year following the year in which the mileage was driven or the expense was incurred.

Article 34: Employment-Related Immigration Benefit Assistance Policy

FIRRP stands with its staff members, regardless of immigration status, and pledges its support to staff who do not have permanent immigration status as described in this Article. To that end, FIRRP is proud to provide financial assistance to eligible employees currently authorized to work in the United States, but without permanent immigration status to help ensure that they have access to legal consultations and support to be able to continue to work at FIRRP.

Employment-related immigration benefit expenses:

The Employer will reimburse up to $2,000 per year in immigration expenses related to an employee's employment with the Employer, or that would result in employment authorization as part of the benefit limited to filing fees, postage, and attorneys' fees specifically attributed to benefits processes where the employee is named as an applicant, beneficiary, or derivative, and any other costs reasonably related to obtaining employment authorization to each staff member who requires and requests it. Employees must meet with the Office of People and Culture prior to incurring any costs related to this policy to ensure a clear understanding of this policy and taxable nature of the reimbursement process. Examples of immigration benefits consistent with an employee's employment include, but are not limited to, an employment authorization document (EAD); the underlying immigration benefit making the person eligible for an EAD; benefits that permit employment in the United States without an EAD, including but not limited to permanent residency; and related immigration waivers. While FIRRP cannot guarantee the particular results of any case, FIRRP's goal is to ensure that a staff member in need of this kind of assistance has an opportunity to access independent information and legal consultations needed to ensure to the greatest extent possible their legal right to work.

The employee is responsible for the timely filing of such immigration benefit applications to minimize the risk of a lapse of employment authorization. FIRRP has no choice, and must terminate the employment of an employee whose employment authorization lapses. However, if such employee subsequently receives employment authorization and applies for re-employment within six (6) months of their last date of employment, FIRRP will automatically rehire them into their previous position at their prior seniority and previous rate of pay, including any wage increase which may have occurred in their absence if: (a) the employee filed their application at least five (5) months before it expired, and (b) provided notice to FIRRP at least one (1) month before expiration that their application had not yet been approved.

If an employee makes a specific documentation request to the Florence Project in support of the employment-related immigration benefit filing, FIRRP agrees to cooperate in a timely manner in the form of paystubs, employment verification letter for positions held while employed at FIRRP, and allow the employee to use the employee's paid time off for immigration-related interviews or appearances.-

Nothing in this Article shall be interpreted to mean that the Employer is sponsoring or will sponsor a staff member in any immigration process.

Article 35: Gender Affirming Fund

All FIRRP staff should have the right to access high-quality care that allows them to be happier and healthier. Trans and gender non-binary employees may have health care or health-related expenses associated with gender identity that cisgender employees don't have. This fund will be available to trans and gender non-binary employees who work for FIRRP full time 30 or more hours per week. Employees covered by the policy will have access to be reimbursed up to $8,000 per calendar year. All funds for the calendar year will be accessible for the employee at the beginning of each calendar year. Unused funds will not carry over from year to year: all unused funds will expire on December 31st of each year.

Article 36: Malpractice Insurance

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

Article 37: Discipline and Discharge

The Employer may discipline or discharge a non-probationary employee for just cause. The Employer's normal disciplinary process will progress from verbal warning (by call or in-person), to written warning (by email), to final written warning, to discharge. The Employer generally will utilize progressive discipline, but in instances of serious misconduct, the Employer may skip levels of discipline, including proceeding directly to termination.

The Employer agrees to notify the Steward or Union Representative in advance of issuing any disciplinary action, written warning or greater, and provide the reason for such discipline.

Employee personnel files and disciplinary records shall be confidential. No information from an employee's or former employee's personnel file, with the exception of name, title and dates of employment, shall be disclosed by FIRRP without the employee's written consent.

Article 38: Grievance and Arbitration

A grievance within the meaning of this Agreement shall be any disagreement, controversy or dispute involving an alleged violation of an express provision of this Agreement. Grievances shall be exclusively resolved in accordance with the procedure herein provided.

All grievances involving discharge or suspension shall be initiated at step 2.

An aggrieved employee or the union shall present a grievance within fourteen (14) calendar days of its occurrence, or when the employee or the union ought to have known, or such grievance will be deemed waived by the Union and the Employer.

In the event of such grievance, the following exclusive procedure and steps shall be followed:

Step 1. The employee and/or the Union shall reduce the grievance to writing and submit the grievance to the employee's immediate supervisor and Program Manager. The grievance shall set forth the facts of the dispute, the relief sought and shall refer to the specific provision or provisions of the contract alleged to have been violated. The Employer shall respond in writing to the grievance within ten (10) calendar days of the date of submission.

In the event the grievance is not satisfactorily resolved, the union shall move the grievance to Step 2 within ten (10) calendar days of the Union's receipt of the Employer's Step 1 written response, or the grievance shall be deemed waived.

Step 2. If timely appealed to Step 2, a Step 2 grievance meeting shall take place between the Program Manager, or the Program Manager's designee, and the Union within ten (10) calendar days of the Union's notice moving the grievance to step 2. This timeline may be extended by mutual agreement. The Employer shall give its written Step 2 answer within ten (10) calendar days after the close of that meeting. In the event the grievance is not satisfactorily resolved the Union shall move the grievance to Step 3 within twenty-one (21) calendar days of the Employer's written response or the grievance shall be deemed waived. The parties may extend this time limit by mutual agreement.

Step 3(a) Arbitration Process/Timing.-If the grievance is timely appealed to arbitration,-within ten (10) calendar days of the receipt of the notice specified in Step 2, if the parties cannot informally agree on an arbitrator, the appealing party shall request the FMCS to submit a list of seven (7) labor arbitrators from the Western Region unless a different geographic region is agreed to by the parties in advance.

Each party shall have the right to reject one panel of arbitrators within ten (10) calendar days of its receipt of that panel. The party requesting arbitration shall strike one (1) name from the list, and then each party shall in turn strike a name until one arbitrator is left. That arbitrator shall be notified of their selection by a joint letter or email from the Employer and the Union requesting they set a time and place for the hearing, subject to the availability of the Employer representatives and the Union representatives.

Following arbitration, the parties' shall present their cases to the arbitrator orally (i.e. a closing statement) or in writing (i.e. a closing brief) at each party's discretion.

Step 3(b) Authority of Arbitrator. Only one grievance may be decided by the arbitrator at any hearing; however, the parties may agree to waive this requirement in writing. The arbitrator shall not have any power to add to, subtract from, nullify, ignore, alter, modify or change any of the provisions of this Agreement or to substitute any new provision, nor to give any decisions inconsistent with the terms and provisions of this Agreement. The arbitrator's decision and award shall be based solely upon their interpretation or application of the term(s) of this Agreement. If the matter sought to be arbitrated does not involve a grievance as defined in this Article, the arbitrator shall so rule in their award. The arbitrator shall render no award under this contract which shall be retroactive beyond the date the grievance was originally

filed with the Employer, or impose any liability not explicitly expressed herein. The award of the arbitrator shall be final and binding on the Employer, the Union and the employee or employees involved.

Article 39: Termination and Renewal

This Agreement shall be effective on May 1, 2023 and shall continue in full force and effect until April 30, 2026, and from year to year thereafter unless terminated by either party giving to the other written notice of termination by certified letter at least sixty (60) days prior to the date of expiration hereof, or any subsequent anniversary, either party shall serve notice in writing of its desire to modify, alter, amend or terminate this agreement.

In the event either party desires to modify but not cancel this agreement, it shall submit notice by certified letter sixty (60) days prior to the effective date of expiration in any year and the other party hereto shall, within ten (10) days after the receipt of such notice, request a conference in respect thereto.

Should any part hereof or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or a decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers and their seals to be affixed the day herein first above written.

Dated: May 1, 2023

Florence Immigrant and Refugee Rights Project

By Lillian Apaite Miranda

Its Co-Executive Director

Dated: May 1, 2023

OPEIU, Local 251

By Kelley Allen

Its President

Appendix A

Years of Experience Guide

JOB TITLE	DIRECT EXP (100%)	INDIRECT EXP (50%)
Accounts Payable Clerk	Accounting support role or similar	Any other office/administrative/clerical role
Accounts Receivable Clerk	Accounting support role or similar	Accounting support role or similar
Administrative Assistant	Any administrative/office/clerical role or similar; legal administrative assistant	Any other office/administrative/clerical role
Advocacy Attorney	Professional legal roles *after* passing bar;	Professional legal experience between graduation and passing bar; other related professional-level experience in social services, case management, or instruction/academia; partially or fully accredited DOJ representative
Appellate Attorney	Professional legal roles *after* passing bar	Professional legal experience between graduation and passing bar; other related professional-level experience in social services, case management, or instruction/academia; partially or fully accredited DOJ representative
Communications Assistant	Communications, Marketing, or Public Relations support role or similar	Any other office/administrative/clerical role~~;~~ or related nonprofit (NP) role; professional role in a children's shelter or adult detention center (i.e. case worker/social worker/counselor at an office of refugee resettlement)
Data Services Coordinator	IT leadership or coordinator role or similar	Any other data management or IT role or~~;~~ related nonprofit (NP) role
Development Assistant	Nonprofit (NP) development role or similar	Any other office/administrative/clerical role~~;~~ or related nonprofit (NP) role
Fully Accredited Representative	Partially or fully accredited DOJ representative; attorney	Legal Assistant;-other related professional-level-experience in social services, case management, or instruction/academia; professional role in a children's shelter or adult detention center (i.e. case worker/social worker/counselor at an office of refugee resettlement)
Grants Coordinator	Grants Coordination role or similar	Other Development role; other professional or paraprofessional nonprofit (NP) role

JOB TITLE	DIRECT EXP (100%)	INDIRECT EXP (50%)
Intake Specialist	Legal Assistant, paralegal; similar intake role in a legal environment; legal administrative support role or similar; professional role in a children's shelter or adult detention center (i.e. case worker/social worker/counselor at an office of refugee resettlement)	Intake role in non-legal environment; other related professional-level experience in social services, case management, or instruction/academia
Law Graduate	Professional legal experience (pre-bar)	Other related professional-level experience in social services, case management, or instruction/academia; partially or fully accredited DOJ representative
Legal Administrative Assistant	Legal administrative support role or similar; professional role in a children's shelter or adult detention center (i.e. case worker/social worker/counselor at an office of refugee resettlement); legal assistant	Other related professional-level-experience in social services, case management, or instruction/academia; any other office/administrative/clerical role
Legal Assistant	Paralegal; Senior Legal Assistant; Legal Assistant; legal administrative support role or similar; professional role in a children's shelter or adult detention center (i.e. case worker/social worker/counselor at an office of refugee resettlement)	Other related professional-level-experience in social services, case management, legal support, or instruction/academia; intake role in a non-legal environment
Mission Engagement Associate	Mission Engagement, Donor Stewardship, Major Gifts, or Development support role or similar	Any other office/administrative/clerical role; or related nonprofit (NP) role;
Office Coordinator	Office Coordinator role; administrative support role, or similar	Property Management; Help Desk; any other office/administrative/clerical role
Partially Accredited Representative	Partially or fully accredited DOJ representative; attorney	Legal Assistant;-other related professional-level-experience in social services, case management, or instruction/academia; professional role in a children's shelter or adult detention center (i.e. case worker/social worker/counselor at an office of refugee resettlement)
Payroll Clerk	Payroll role; HR role; or similar	Any other office/administrative/clerical role

JOB TITLE	DIRECT EXP (100%)	INDIRECT EXP (50%)
Policy Coordinator	Professional policy/advocacy position or similar, including in the government sector	Other related professional-level-experience in law, social services, case management, or instruction/academia; professional role in a children's shelter or adult detention center (i.e. case worker/social worker/counselor at an office of refugee resettlement)
Pro Bono Mentor	Professional legal roles *after* passing bar	Professional legal experience between graduation and passing bar; other related professional-level experience in social services, case management, or instruction/academia; professional role in a children's shelter or adult detention center (i.e. case worker/social worker/counselor at an office of refugee resettlement)
Pro Bono Mentor & Staff Attorney	Professional legal roles *after* passing bar	Professional legal experience between graduation and passing bar; other related professional-level experience in social services, case management, or instruction/academia; professional role in a children's shelter or adult detention center (i.e. case worker/social worker/counselor at an office of refugee resettlement)
Project Coordinator	Project Coordinator role or similar; similar administrative support role	Any other office/administrative/clerical role
Senior Attorney	Professional legal roles *after* passing bar;	Professional legal experience between graduation and passing bar; other related professional-level experience in social services, case management, or instruction/academia; partially or fully accredited DOJ representative
Senior Legal Assistant	Paralegal; Senior Legal Assistant; Legal Assistant; legal administrative support role or similar; professional role in a children's shelter or adult detention center (i.e. case worker/social worker/counselor at an office of refugee resettlement)	Other related professional-level-experience in social services, case management, legal support, or instruction/academia; intake role in a non-legal environment
JOB TITLE	**DIRECT EXP (100%)**	**INDIRECT EXP (50%)**

Social Worker	Professional Social work or behavioral health role with MSW or similar	Social Work or behavioral health role without MSW; other related professional-level experience in legal services, case management, or instruction/academia
Staff Attorney	Professional legal roles *after* passing bar;	Professional legal experience between graduation and passing bar; other related professional-level experience in social services, case management, or instruction/academia; partially or fully accredited DOJ representative
Volunteer Coordinator	Volunteer Coordination role~~;~~ or similar	Any other office/administrative/clerical role; related nonprofit (NP) role

Appendix B (Wage Charts)*

*Non-Exempt Positions Yearly Salary = Hourly Wage x 2,080

Accounts Payable Clerk			
Years of Experience	**2023**	**2024**	**2025**
0	$ 43,000.00	$ 43,000.00	$ 43,000.00
1	$ 43,783.73	$ 44,056.11	$ 44,335.21
2	$ 44,996.79	$ 45,428.50	$ 45,870.85
3	$ 45,857.46	$ 46,402.21	$ 46,960.42
4	$ 46,525.05	$ 47,157.49	$ 47,805.55
5	$ 47,070.52	$ 47,774.60	$ 48,496.06
6	$ 47,531.70	$ 48,296.36	$ 49,079.90
7	$ 47,931.19	$ 48,748.32	$ 49,585.62
8	$ 48,283.57	$ 49,146.98	$ 50,031.72
9	$ 49,600.82	$ 50,524.29	$ 51,470.57
10	$ 49,891.84	$ 50,853.54	$ 51,838.98
11	$ 50,157.53	$ 51,154.12	$ 52,175.32
12	$ 50,401.94	$ 51,430.63	$ 52,484.72
13	$ 50,628.22	$ 51,686.63	$ 52,771.19
14	$ 50,838.89	$ 51,924.98	$ 53,037.87
15	$ 51,035.96	$ 52,147.92	$ 53,287.34
16	$ 51,221.07	$ 52,357.35	$ 53,521.69
17	$ 51,395.59	$ 52,554.80	$ 53,742.64
18	$ 51,560.69	$ 52,741.58	$ 53,951.62
19	$ 51,717.31	$ 52,918.77	$ 54,149.90
20	$ 51,866.29	$ 53,087.31	$ 54,338.50

Accounts Receivable Clerk			
Years of Experience	**2023**	**2024**	**2025**
0	$ 43,000.00	$ 43,000.00	$ 43,000.00
1	$ 43,783.73	$ 44,056.11	$ 44,335.21
2	$ 44,996.79	$ 45,428.50	$ 45,870.85
3	$ 45,857.46	$ 46,402.21	$ 46,960.42
4	$ 46,525.05	$ 47,157.49	$ 47,805.55
5	$ 47,070.52	$ 47,774.60	$ 48,496.06
6	$ 47,531.70	$ 48,296.36	$ 49,079.90
7	$ 47,931.19	$ 48,748.32	$ 49,585.62
8	$ 48,283.57	$ 49,146.98	$ 50,031.72
9	$ 49,600.82	$ 50,524.29	$ 51,470.57
10	$ 49,891.84	$ 50,853.54	$ 51,838.98
11	$ 50,157.53	$ 51,154.12	$ 52,175.32
12	$ 50,401.94	$ 51,430.63	$ 52,484.72
13	$ 50,628.22	$ 51,686.63	$ 52,771.19
14	$ 50,838.89	$ 51,924.98	$ 53,037.87
15	$ 51,035.96	$ 52,147.92	$ 53,287.34
16	$ 51,221.07	$ 52,357.35	$ 53,521.69
17	$ 51,395.59	$ 52,554.80	$ 53,742.64
18	$ 51,560.69	$ 52,741.58	$ 53,951.62
19	$ 51,717.31	$ 52,918.77	$ 54,149.90
20	$ 51,866.29	$ 53,087.31	$ 54,338.50

Administrative Assistant			
Years of Experience	**2023**	**2024**	**2025**
0	$ 41,496.00	$ 42,744.00	$ 44,033.60
1	$ 43,607.06	$ 44,918.50	$ 46,273.66
2	$ 45,570.16	$ 46,940.61	$ 48,356.74
3	$ 46,963.01	$ 48,375.33	$ 49,834.72
4	$ 48,043.37	$ 49,488.17	$ 50,981.12
5	$ 48,926.10	$ 50,397.44	$ 51,917.80
6	$ 49,672.44	$ 51,166.20	$ 52,709.76
7	$ 50,318.94	$ 51,832.14	$ 53,395.78
8	$ 50,889.21	$ 52,419.55	$ 54,000.90
9	$ 52,459.10	$ 54,036.65	$ 55,666.77
10	$ 52,930.06	$ 54,521.77	$ 56,166.53
11	$ 53,360.02	$ 54,964.65	$ 56,622.76
12	$ 53,755.54	$ 55,372.07	$ 57,042.46
13	$ 54,121.75	$ 55,749.28	$ 57,431.05
14	$ 54,462.67	$ 56,100.45	$ 57,792.81
15	$ 54,781.58	$ 56,428.94	$ 58,131.22
16	$ 55,081.15	$ 56,737.52	$ 58,449.10
17	$ 55,363.60	$ 57,028.46	$ 58,748.81
18	$ 55,630.77	$ 57,303.66	$ 59,032.30
19	$ 55,884.23	$ 57,564.74	$ 59,301.26
20	$ 56,125.33	$ 57,813.08	$ 59,557.09

Advocacy Attorney			
Years of Experience	**2023**	**2024**	**2025**
0	$ 73,403.20	$ 75,608.00	$ 77,875.20
1	$ 77,728.04	$ 80,061.73	$ 82,462.68
2	$ 81,546.06	$ 83,993.83	$ 86,512.80
3	$ 84,254.98	$ 86,783.70	$ 89,386.40
4	$ 86,356.18	$ 88,947.69	$ 91,615.35
5	$ 88,072.99	$ 90,715.81	$ 93,436.53
6	$ 89,524.53	$ 92,210.72	$ 94,976.32
7	$ 90,781.91	$ 93,505.67	$ 96,310.14
8	$ 91,891.00	$ 94,647.91	$ 97,486.65
9	$ 94,798.23	$ 97,642.23	$ 100,570.81
10	$ 95,714.21	$ 98,585.59	$ 101,542.48
11	$ 96,550.44	$ 99,446.80	$ 102,429.54
12	$ 97,319.69	$ 100,239.03	$ 103,245.57
13	$ 98,031.91	$ 100,972.54	$ 104,001.07
14	$ 98,694.97	$ 101,655.41	$ 104,704.44
15	$ 99,315.22	$ 102,294.20	$ 105,362.40
16	$ 99,897.85	$ 102,894.23	$ 105,980.45
17	$ 100,447.17	$ 103,459.97	$ 106,563.17
18	$ 100,966.78	$ 103,995.11	$ 107,114.38
19	$ 101,459.74	$ 104,502.81	$ 107,637.30
20	$ 101,928.65	$ 104,985.71	$ 108,134.71

Appellate Attorney			
Years of Experience	**2023**	**2024**	**2025**
0	$ 77,792.00	$ 80,142.40	$ 82,534.40
1	$ 82,375.24	$ 84,863.62	$ 87,395.71
2	$ 86,421.43	$ 89,031.76	$ 91,687.78
3	$ 89,292.25	$ 91,989.11	$ 94,733.04
4	$ 91,519.02	$ 94,283.00	$ 97,095.14
5	$ 93,338.44	$ 96,157.25	$ 99,025.12
6	$ 94,876.73	$ 97,741.90	$ 100,656.88
7	$ 96,209.26	$ 99,114.60	$ 102,070.38
8	$ 97,384.62	$ 100,325.40	$ 103,317.18
9	$ 100,465.65	$ 103,499.39	$ 106,585.73
10	$ 101,436.37	$ 104,499.37	$ 107,615.44
11	$ 102,322.57	$ 105,412.29	$ 108,555.49
12	$ 103,137.79	$ 106,252.09	$ 109,420.25
13	$ 103,892.57	$ 107,029.61	$ 110,220.91
14	$ 104,595.26	$ 107,753.48	$ 110,966.29
15	$ 105,252.57	$ 108,430.61	$ 111,663.56
16	$ 105,870.04	$ 109,066.68	$ 112,318.53
17	$ 106,452.19	$ 109,666.37	$ 112,936.05
18	$ 107,002.85	$ 110,233.64	$ 113,520.19
19	$ 107,525.27	$ 110,771.80	$ 114,074.35
20	$ 108,022.19	$ 111,283.70	$ 114,601.47

Communications Assistant			
Years of Experience	**2023**	**2024**	**2025**
0	$ 45,656.00	$ 47,028.80	$ 48,443.20
1	$ 47,978.53	$ 49,421.11	$ 50,907.41
2	$ 50,138.33	$ 51,645.83	$ 53,199.01
3	$ 51,670.74	$ 53,224.29	$ 54,824.91
4	$ 52,859.36	$ 54,448.64	$ 56,086.07
5	$ 53,830.54	$ 55,449.00	$ 57,116.51
6	$ 54,651.66	$ 56,294.80	$ 57,987.73
7	$ 55,362.94	$ 57,027.46	$ 58,742.42
8	$ 55,990.34	$ 57,673.72	$ 59,408.11
9	$ 57,717.58	$ 59,452.89	$ 61,240.77
10	$ 58,235.74	$ 59,986.61	$ 61,790.54
11	$ 58,708.78	$ 60,473.87	$ 62,292.45
12	$ 59,143.94	$ 60,922.11	$ 62,754.16
13	$ 59,546.84	$ 61,337.11	$ 63,181.64
14	$ 59,921.92	$ 61,723.47	$ 63,579.61
15	$ 60,272.78	$ 62,084.88	$ 63,951.89
16	$ 60,602.37	$ 62,424.37	$ 64,301.59
17	$ 60,913.12	$ 62,744.46	$ 64,631.30
18	$ 61,207.06	$ 63,047.23	$ 64,943.17
19	$ 61,485.92	$ 63,334.48	$ 65,239.05
20	$ 61,751.17	$ 63,607.70	$ 65,520.49

Data Services Coordinator			
Years of Experience	**2023**	**2024**	**2025**
0	$ 50,211.20	$ 51,729.60	$ 53,268.80
1	$ 52,763.61	$ 54,360.87	$ 55,978.31
2	$ 55,137.82	$ 56,807.86	$ 58,498.08
3	$ 56,822.34	$ 58,544.03	$ 60,285.89
4	$ 58,128.97	$ 59,890.70	$ 61,672.62
5	$ 59,196.55	$ 60,991.02	$ 62,805.66
6	$ 60,099.18	$ 61,921.32	$ 63,763.63
7	$ 60,881.08	$ 62,727.18	$ 64,593.46
8	$ 61,570.76	$ 63,438.01	$ 65,325.43
9	$ 63,469.92	$ 65,394.97	$ 67,340.61
10	$ 64,039.52	$ 65,982.02	$ 67,945.13
11	$ 64,559.52	$ 66,517.97	$ 68,497.01
12	$ 65,037.88	$ 67,010.99	$ 69,004.69
13	$ 65,480.77	$ 67,467.46	$ 69,474.74
14	$ 65,893.08	$ 67,892.42	$ 69,912.33
15	$ 66,278.79	$ 68,289.93	$ 70,321.68
16	$ 66,641.09	$ 68,663.35	$ 70,706.20
17	$ 66,982.69	$ 69,015.41	$ 71,068.73
18	$ 67,305.80	$ 69,348.44	$ 71,411.67
19	$ 67,612.35	$ 69,664.38	$ 71,737.00
20	$ 67,903.93	$ 69,964.90	$ 72,046.46

Development Assistant			
Years of Experience	**2023**	**2024**	**2025**
0	$ 41,000.00	$ 41,000.00	$ 41,000.00
1	$ 42,167.06	$ 42,439.44	$ 42,718.54
2	$ 43,569.26	$ 44,000.97	$ 44,443.32
3	$ 44,564.13	$ 45,108.88	$ 45,667.09
4	$ 45,335.81	$ 45,968.25	$ 46,616.30
5	$ 45,966.32	$ 46,670.41	$ 47,391.87
6	$ 46,499.41	$ 47,264.06	$ 48,047.60
7	$ 46,961.19	$ 47,778.32	$ 48,615.62
8	$ 47,368.51	$ 48,231.92	$ 49,116.66
9	$ 48,717.06	$ 49,640.53	$ 50,586.80
10	$ 49,053.46	$ 50,015.16	$ 51,000.59
11	$ 49,360.57	$ 50,357.16	$ 51,378.36
12	$ 49,643.08	$ 50,671.77	$ 51,725.87
13	$ 49,904.65	$ 50,963.06	$ 52,047.61
14	$ 50,148.16	$ 51,234.24	$ 52,347.15
15	$ 50,375.95	$ 51,487.92	$ 52,627.34
16	$ 50,589.93	$ 51,726.21	$ 52,890.55
17	$ 50,791.67	$ 51,950.87	$ 53,138.71
18	$ 50,982.51	$ 52,163.40	$ 53,373.44
19	$ 51,163.55	$ 52,365.01	$ 53,596.13
20	$ 51,335.75	$ 52,556.78	$ 53,807.96

Fully Accredited Representative			
Years of Experience	**2023**	**2024**	**2025**
0	$ 55,244.80	$ 56,908.80	$ 58,614.40
1	$ 58,053.07	$ 59,801.66	$ 61,593.96
2	$ 60,665.29	$ 62,492.57	$ 64,365.51
3	$ 62,518.70	$ 64,401.79	$ 66,331.97
4	$ 63,956.31	$ 65,882.70	$ 67,857.26
5	$ 65,130.92	$ 67,092.70	$ 69,103.52
6	$ 66,124.04	$ 68,115.73	$ 70,157.21
7	$ 66,984.32	$ 69,001.92	$ 71,069.96
8	$ 67,743.14	$ 69,783.59	$ 71,875.06
9	$ 69,832.69	$ 71,936.08	$ 74,092.07
10	$ 70,459.39	$ 72,581.66	$ 74,756.99
11	$ 71,031.52	$ 73,171.03	$ 75,364.02
12	$ 71,557.83	$ 73,713.19	$ 75,922.43
13	$ 72,045.12	$ 74,215.15	$ 76,439.43
14	$ 72,498.77	$ 74,682.47	$ 76,920.76
15	$ 72,923.13	$ 75,119.62	$ 77,371.00
16	$ 73,321.77	$ 75,530.25	$ 77,793.95
17	$ 73,697.60	$ 75,917.41	$ 78,192.71
18	$ 74,053.12	$ 76,283.63	$ 78,569.90
19	$ 74,390.38	$ 76,631.06	$ 78,927.75
20	$ 74,711.20	$ 76,961.54	$ 79,268.13

Grants Coordinator			
Years of Experience	**2023**	**2024**	**2025**
0	$ 45,656.00	$ 47,028.80	$ 48,443.20
1	$ 47,978.53	$ 49,421.11	$ 50,907.41
2	$ 50,138.33	$ 51,645.83	$ 53,199.01
3	$ 51,670.74	$ 53,224.29	$ 54,824.91
4	$ 52,859.36	$ 54,448.64	$ 56,086.07
5	$ 53,830.54	$ 55,449.00	$ 57,116.51
6	$ 54,651.66	$ 56,294.80	$ 57,987.73
7	$ 55,362.94	$ 57,027.46	$ 58,742.42
8	$ 55,990.34	$ 57,673.72	$ 59,408.11
9	$ 57,717.58	$ 59,452.89	$ 61,240.77
10	$ 58,235.74	$ 59,986.61	$ 61,790.54
11	$ 58,708.78	$ 60,473.87	$ 62,292.45
12	$ 59,143.94	$ 60,922.11	$ 62,754.16
13	$ 59,546.84	$ 61,337.11	$ 63,181.64
14	$ 59,921.92	$ 61,723.47	$ 63,579.61
15	$ 60,272.78	$ 62,084.88	$ 63,951.89
16	$ 60,602.37	$ 62,424.37	$ 64,301.59
17	$ 60,913.12	$ 62,744.46	$ 64,631.30
18	$ 61,207.06	$ 63,047.23	$ 64,943.17
19	$ 61,485.92	$ 63,334.48	$ 65,239.05
20	$ 61,751.17	$ 63,607.70	$ 65,520.49

Intake Specialist			
Years of Experience	**2023**	**2024**	**2025**
0	$ 41,496.00	$ 42,744.00	$ 44,033.60
1	$ 43,607.06	$ 44,918.50	$ 46,273.66
2	$ 45,570.16	$ 46,940.61	$ 48,356.74
3	$ 46,963.01	$ 48,375.33	$ 49,834.72
4	$ 48,043.37	$ 49,488.17	$ 50,981.12
5	$ 48,926.10	$ 50,397.44	$ 51,917.80
6	$ 49,672.44	$ 51,166.20	$ 52,709.76
7	$ 50,318.94	$ 51,832.14	$ 53,395.78
8	$ 50,889.21	$ 52,419.55	$ 54,000.90
9	$ 52,459.10	$ 54,036.65	$ 55,666.77
10	$ 52,930.06	$ 54,521.77	$ 56,166.53
11	$ 53,360.02	$ 54,964.65	$ 56,622.76
12	$ 53,755.54	$ 55,372.07	$ 57,042.46
13	$ 54,121.75	$ 55,749.28	$ 57,431.05
14	$ 54,462.67	$ 56,100.45	$ 57,792.81
15	$ 54,781.58	$ 56,428.94	$ 58,131.22
16	$ 55,081.15	$ 56,737.52	$ 58,449.10
17	$ 55,363.60	$ 57,028.46	$ 58,748.81
18	$ 55,630.77	$ 57,303.66	$ 59,032.30
19	$ 55,884.23	$ 57,564.74	$ 59,301.26
20	$ 56,125.33	$ 57,813.08	$ 59,557.09

Law Graduate			
Years of Experience	**2023**	**2024**	**2025**
0	$ 61,000.00	$ 62,587.20	$ 64,459.20
1	$ 64,043.54	$ 65,770.39	$ 67,737.55
2	$ 66,894.37	$ 68,730.79	$ 70,786.46
3	$ 68,917.07	$ 70,831.21	$ 72,949.69
4	$ 70,486.01	$ 72,460.43	$ 74,627.62
5	$ 71,767.91	$ 73,791.60	$ 75,998.60
6	$ 72,851.75	$ 74,917.09	$ 77,157.73
7	$ 73,790.62	$ 75,892.02	$ 78,161.82
8	$ 74,618.75	$ 76,751.99	$ 79,047.49
9	$ 76,913.35	$ 79,119.62	$ 81,485.94
10	$ 77,597.30	$ 79,829.85	$ 82,217.40
11	$ 78,221.69	$ 80,478.23	$ 82,885.18
12	$ 78,796.08	$ 81,074.69	$ 83,499.47
13	$ 79,327.88	$ 81,626.93	$ 84,068.22
14	$ 79,822.97	$ 82,141.04	$ 84,597.71
15	$ 80,286.10	$ 82,621.96	$ 85,093.00
16	$ 80,721.14	$ 83,073.73	$ 85,558.28
17	$ 81,131.31	$ 83,499.66	$ 85,996.94
18	$ 81,519.29	$ 83,902.55	$ 86,411.88
19	$ 81,887.37	$ 84,284.78	$ 86,805.54
20	$ 82,237.49	$ 84,648.35	$ 87,179.98

Legal Administrative Assistant			
Years of Experience	**2023**	**2024**	**2025**
0	$ 41,496.00	$ 42,744.00	$ 44,033.60
1	$ 43,607.06	$ 44,918.50	$ 46,273.66
2	$ 45,570.16	$ 46,940.61	$ 48,356.74
3	$ 46,963.01	$ 48,375.33	$ 49,834.72
4	$ 48,043.37	$ 49,488.17	$ 50,981.12
5	$ 48,926.10	$ 50,397.44	$ 51,917.80
6	$ 49,672.44	$ 51,166.20	$ 52,709.76
7	$ 50,318.94	$ 51,832.14	$ 53,395.78
8	$ 50,889.21	$ 52,419.55	$ 54,000.90
9	$ 52,459.10	$ 54,036.65	$ 55,666.77
10	$ 52,930.06	$ 54,521.77	$ 56,166.53
11	$ 53,360.02	$ 54,964.65	$ 56,622.76
12	$ 53,755.54	$ 55,372.07	$ 57,042.46
13	$ 54,121.75	$ 55,749.28	$ 57,431.05
14	$ 54,462.67	$ 56,100.45	$ 57,792.81
15	$ 54,781.58	$ 56,428.94	$ 58,131.22
16	$ 55,081.15	$ 56,737.52	$ 58,449.10
17	$ 55,363.60	$ 57,028.46	$ 58,748.81
18	$ 55,630.77	$ 57,303.66	$ 59,032.30
19	$ 55,884.23	$ 57,564.74	$ 59,301.26
20	$ 56,125.33	$ 57,813.08	$ 59,557.09

Legal Assistant			
Years of Experience	**2023**	**2024**	**2025**
0	$ 45,656.00	$ 47,028.80	$ 48,443.20
1	$ 47,978.53	$ 49,421.11	$ 50,907.41
2	$ 50,138.33	$ 51,645.83	$ 53,199.01
3	$ 51,670.74	$ 53,224.29	$ 54,824.91
4	$ 52,859.36	$ 54,448.64	$ 56,086.07
5	$ 53,830.54	$ 55,449.00	$ 57,116.51
6	$ 54,651.66	$ 56,294.80	$ 57,987.73
7	$ 55,362.94	$ 57,027.46	$ 58,742.42
8	$ 55,990.34	$ 57,673.72	$ 59,408.11
9	$ 57,717.58	$ 59,452.89	$ 61,240.77
10	$ 58,235.74	$ 59,986.61	$ 61,790.54
11	$ 58,708.78	$ 60,473.87	$ 62,292.45
12	$ 59,143.94	$ 60,922.11	$ 62,754.16
13	$ 59,546.84	$ 61,337.11	$ 63,181.64
14	$ 59,921.92	$ 61,723.47	$ 63,579.61
15	$ 60,272.78	$ 62,084.88	$ 63,951.89
16	$ 60,602.37	$ 62,424.37	$ 64,301.59
17	$ 60,913.12	$ 62,744.46	$ 64,631.30
18	$ 61,207.06	$ 63,047.23	$ 64,943.17
19	$ 61,485.92	$ 63,334.48	$ 65,239.05
20	$ 61,751.17	$ 63,607.70	$ 65,520.49

Mission Engagement Associate			
Years of Experience	**2023**	**2024**	**2025**
0	$ 45,656.00	$ 47,028.80	$ 48,443.20
1	$ 47,978.53	$ 49,421.11	$ 50,907.41
2	$ 50,138.33	$ 51,645.83	$ 53,199.01
3	$ 51,670.74	$ 53,224.29	$ 54,824.91
4	$ 52,859.36	$ 54,448.64	$ 56,086.07
5	$ 53,830.54	$ 55,449.00	$ 57,116.51
6	$ 54,651.66	$ 56,294.80	$ 57,987.73
7	$ 55,362.94	$ 57,027.46	$ 58,742.42
8	$ 55,990.34	$ 57,673.72	$ 59,408.11
9	$ 57,717.58	$ 59,452.89	$ 61,240.77
10	$ 58,235.74	$ 59,986.61	$ 61,790.54
11	$ 58,708.78	$ 60,473.87	$ 62,292.45
12	$ 59,143.94	$ 60,922.11	$ 62,754.16
13	$ 59,546.84	$ 61,337.11	$ 63,181.64
14	$ 59,921.92	$ 61,723.47	$ 63,579.61
15	$ 60,272.78	$ 62,084.88	$ 63,951.89
16	$ 60,602.37	$ 62,424.37	$ 64,301.59
17	$ 60,913.12	$ 62,744.46	$ 64,631.30
18	$ 61,207.06	$ 63,047.23	$ 64,943.17
19	$ 61,485.92	$ 63,334.48	$ 65,239.05
20	$ 61,751.17	$ 63,607.70	$ 65,520.49

Office Coordinator			
Years of Experience	**2023**	**2024**	**2025**
0	$ 43,000.00	$ 43,000.00	$ 43,000.00
1	$ 43,783.73	$ 44,056.11	$ 44,335.21
2	$ 44,996.79	$ 45,428.50	$ 45,870.85
3	$ 45,857.46	$ 46,402.21	$ 46,960.42
4	$ 46,525.05	$ 47,157.49	$ 47,805.55
5	$ 47,070.52	$ 47,774.60	$ 48,496.06
6	$ 47,531.70	$ 48,296.36	$ 49,079.90
7	$ 47,931.19	$ 48,748.32	$ 49,585.62
8	$ 48,283.57	$ 49,146.98	$ 50,031.72
9	$ 49,600.82	$ 50,524.29	$ 51,470.57
10	$ 49,891.84	$ 50,853.54	$ 51,838.98
11	$ 50,157.53	$ 51,154.12	$ 52,175.32
12	$ 50,401.94	$ 51,430.63	$ 52,484.72
13	$ 50,628.22	$ 51,686.63	$ 52,771.19
14	$ 50,838.89	$ 51,924.98	$ 53,037.87
15	$ 51,035.96	$ 52,147.92	$ 53,287.34
16	$ 51,221.07	$ 52,357.35	$ 53,521.69
17	$ 51,395.59	$ 52,554.80	$ 53,742.64
18	$ 51,560.69	$ 52,741.58	$ 53,951.62
19	$ 51,717.31	$ 52,918.77	$ 54,149.90
20	$ 51,866.29	$ 53,087.31	$ 54,338.50

Partially Accredited Representative			
Years of Experience	**2023**	**2024**	**2025**
0	$ 50,211.20	$ 51,729.60	$ 53,268.80
1	$ 52,763.61	$ 54,360.87	$ 55,978.31
2	$ 55,137.82	$ 56,807.86	$ 58,498.08
3	$ 56,822.34	$ 58,544.03	$ 60,285.89
4	$ 58,128.97	$ 59,890.70	$ 61,672.62
5	$ 59,196.55	$ 60,991.02	$ 62,805.66
6	$ 60,099.18	$ 61,921.32	$ 63,763.63
7	$ 60,881.08	$ 62,727.18	$ 64,593.46
8	$ 61,570.76	$ 63,438.01	$ 65,325.43
9	$ 63,469.92	$ 65,394.97	$ 67,340.61
10	$ 64,039.52	$ 65,982.02	$ 67,945.13
11	$ 64,559.52	$ 66,517.97	$ 68,497.01
12	$ 65,037.88	$ 67,010.99	$ 69,004.69
13	$ 65,480.77	$ 67,467.46	$ 69,474.74
14	$ 65,893.08	$ 67,892.42	$ 69,912.33
15	$ 66,278.79	$ 68,289.93	$ 70,321.68
16	$ 66,641.09	$ 68,663.35	$ 70,706.20
17	$ 66,982.69	$ 69,015.41	$ 71,068.73
18	$ 67,305.80	$ 69,348.44	$ 71,411.67
19	$ 67,612.35	$ 69,664.38	$ 71,737.00
20	$ 67,903.93	$ 69,964.90	$ 72,046.46

Payroll Clerk			
Years of Experience	**2023**	**2024**	**2025**
0	$ 43,000.00	$ 43,000.00	$ 43,000.00
1	$ 43,783.73	$ 44,056.11	$ 44,335.21
2	$ 44,996.79	$ 45,428.50	$ 45,870.85
3	$ 45,857.46	$ 46,402.21	$ 46,960.42
4	$ 46,525.05	$ 47,157.49	$ 47,805.55
5	$ 47,070.52	$ 47,774.60	$ 48,496.06
6	$ 47,531.70	$ 48,296.36	$ 49,079.90
7	$ 47,931.19	$ 48,748.32	$ 49,585.62
8	$ 48,283.57	$ 49,146.98	$ 50,031.72
9	$ 49,600.82	$ 50,524.29	$ 51,470.57
10	$ 49,891.84	$ 50,853.54	$ 51,838.98
11	$ 50,157.53	$ 51,154.12	$ 52,175.32
12	$ 50,401.94	$ 51,430.63	$ 52,484.72
13	$ 50,628.22	$ 51,686.63	$ 52,771.19
14	$ 50,838.89	$ 51,924.98	$ 53,037.87
15	$ 51,035.96	$ 52,147.92	$ 53,287.34
16	$ 51,221.07	$ 52,357.35	$ 53,521.69
17	$ 51,395.59	$ 52,554.80	$ 53,742.64
18	$ 51,560.69	$ 52,741.58	$ 53,951.62
19	$ 51,717.31	$ 52,918.77	$ 54,149.90
20	$ 51,866.29	$ 53,087.31	$ 54,338.50

Policy Coordinator			
Years of Experience	**2023**	**2024**	**2025**
0	$ 55,244.80	$ 56,908.80	$ 58,614.40
1	$ 58,053.07	$ 59,801.66	$ 61,593.96
2	$ 60,665.29	$ 62,492.57	$ 64,365.51
3	$ 62,518.70	$ 64,401.79	$ 66,331.97
4	$ 63,956.31	$ 65,882.70	$ 67,857.26
5	$ 65,130.92	$ 67,092.70	$ 69,103.52
6	$ 66,124.04	$ 68,115.73	$ 70,157.21
7	$ 66,984.32	$ 69,001.92	$ 71,069.96
8	$ 67,743.14	$ 69,783.59	$ 71,875.06
9	$ 69,832.69	$ 71,936.08	$ 74,092.07
10	$ 70,459.39	$ 72,581.66	$ 74,756.99
11	$ 71,031.52	$ 73,171.03	$ 75,364.02
12	$ 71,557.83	$ 73,713.19	$ 75,922.43
13	$ 72,045.12	$ 74,215.15	$ 76,439.43
14	$ 72,498.77	$ 74,682.47	$ 76,920.76
15	$ 72,923.13	$ 75,119.62	$ 77,371.00
16	$ 73,321.77	$ 75,530.25	$ 77,793.95
17	$ 73,697.60	$ 75,917.41	$ 78,192.71
18	$ 74,053.12	$ 76,283.63	$ 78,569.90
19	$ 74,390.38	$ 76,631.06	$ 78,927.75
20	$ 74,711.20	$ 76,961.54	$ 79,268.13

Pro Bono Mentor			
Years of Experience	**2023**	**2024**	**2025**
0	$ 73,403.20	$ 75,608.00	$ 77,875.20
1	$ 77,728.04	$ 80,061.73	$ 82,462.68
2	$ 81,546.06	$ 83,993.83	$ 86,512.80
3	$ 84,254.98	$ 86,783.70	$ 89,386.40
4	$ 86,356.18	$ 88,947.69	$ 91,615.35
5	$ 88,072.99	$ 90,715.81	$ 93,436.53
6	$ 89,524.53	$ 92,210.72	$ 94,976.32
7	$ 90,781.91	$ 93,505.67	$ 96,310.14
8	$ 91,891.00	$ 94,647.91	$ 97,486.65
9	$ 94,798.23	$ 97,642.23	$ 100,570.81
10	$ 95,714.21	$ 98,585.59	$ 101,542.48
11	$ 96,550.44	$ 99,446.80	$ 102,429.54
12	$ 97,319.69	$ 100,239.03	$ 103,245.57
13	$ 98,031.91	$ 100,972.54	$ 104,001.07
14	$ 98,694.97	$ 101,655.41	$ 104,704.44
15	$ 99,315.22	$ 102,294.20	$ 105,362.40
16	$ 99,897.85	$ 102,894.23	$ 105,980.45
17	$ 100,447.17	$ 103,459.97	$ 106,563.17
18	$ 100,966.78	$ 103,995.11	$ 107,114.38
19	$ 101,459.74	$ 104,502.81	$ 107,637.30
20	$ 101,928.65	$ 104,985.71	$ 108,134.71

Pro Bono Mentor & Staff Attorney			
Years of Experience	**2023**	**2024**	**2025**
0	$ 73,403.20	$ 75,608.00	$ 77,875.20
1	$ 77,728.04	$ 80,061.73	$ 82,462.68
2	$ 81,546.06	$ 83,993.83	$ 86,512.80
3	$ 84,254.98	$ 86,783.70	$ 89,386.40
4	$ 86,356.18	$ 88,947.69	$ 91,615.35
5	$ 88,072.99	$ 90,715.81	$ 93,436.53
6	$ 89,524.53	$ 92,210.72	$ 94,976.32
7	$ 90,781.91	$ 93,505.67	$ 96,310.14
8	$ 91,891.00	$ 94,647.91	$ 97,486.65
9	$ 94,798.23	$ 97,642.23	$ 100,570.81
10	$ 95,714.21	$ 98,585.59	$ 101,542.48
11	$ 96,550.44	$ 99,446.80	$ 102,429.54
12	$ 97,319.69	$ 100,239.03	$ 103,245.57
13	$ 98,031.91	$ 100,972.54	$ 104,001.07
14	$ 98,694.97	$ 101,655.41	$ 104,704.44
15	$ 99,315.22	$ 102,294.20	$ 105,362.40
16	$ 99,897.85	$ 102,894.23	$ 105,980.45
17	$ 100,447.17	$ 103,459.97	$ 106,563.17
18	$ 100,966.78	$ 103,995.11	$ 107,114.38
19	$ 101,459.74	$ 104,502.81	$ 107,637.30
20	$ 101,928.65	$ 104,985.71	$ 108,134.71

Project Coordinator			
Years of Experience	**2023**	**2024**	**2025**
0	$ 50,211.20	$ 51,729.60	$ 53,268.80
1	$ 52,763.61	$ 54,360.87	$ 55,978.31
2	$ 55,137.82	$ 56,807.86	$ 58,498.08
3	$ 56,822.34	$ 58,544.03	$ 60,285.89
4	$ 58,128.97	$ 59,890.70	$ 61,672.62
5	$ 59,196.55	$ 60,991.02	$ 62,805.66
6	$ 60,099.18	$ 61,921.32	$ 63,763.63
7	$ 60,881.08	$ 62,727.18	$ 64,593.46
8	$ 61,570.76	$ 63,438.01	$ 65,325.43
9	$ 63,469.92	$ 65,394.97	$ 67,340.61
10	$ 64,039.52	$ 65,982.02	$ 67,945.13
11	$ 64,559.52	$ 66,517.97	$ 68,497.01
12	$ 65,037.88	$ 67,010.99	$ 69,004.69
13	$ 65,480.77	$ 67,467.46	$ 69,474.74
14	$ 65,893.08	$ 67,892.42	$ 69,912.33
15	$ 66,278.79	$ 68,289.93	$ 70,321.68
16	$ 66,641.09	$ 68,663.35	$ 70,706.20
17	$ 66,982.69	$ 69,015.41	$ 71,068.73
18	$ 67,305.80	$ 69,348.44	$ 71,411.67
19	$ 67,612.35	$ 69,664.38	$ 71,737.00
20	$ 67,903.93	$ 69,964.90	$ 72,046.46

Senior Attorney			
Years of Experience	**2023**	**2024**	**2025**
0	$ 73,403.20	$ 75,608.00	$ 77,875.20
1	$ 77,728.04	$ 80,061.73	$ 82,462.68
2	$ 81,546.06	$ 83,993.83	$ 86,512.80
3	$ 84,254.98	$ 86,783.70	$ 89,386.40
4	$ 86,356.18	$ 88,947.69	$ 91,615.35
5	$ 88,072.99	$ 90,715.81	$ 93,436.53
6	$ 89,524.53	$ 92,210.72	$ 94,976.32
7	$ 90,781.91	$ 93,505.67	$ 96,310.14
8	$ 91,891.00	$ 94,647.91	$ 97,486.65
9	$ 94,798.23	$ 97,642.23	$ 100,570.81
10	$ 95,714.21	$ 98,585.59	$ 101,542.48
11	$ 96,550.44	$ 99,446.80	$ 102,429.54
12	$ 97,319.69	$ 100,239.03	$ 103,245.57
13	$ 98,031.91	$ 100,972.54	$ 104,001.07
14	$ 98,694.97	$ 101,655.41	$ 104,704.44
15	$ 99,315.22	$ 102,294.20	$ 105,362.40
16	$ 99,897.85	$ 102,894.23	$ 105,980.45
17	$ 100,447.17	$ 103,459.97	$ 106,563.17
18	$ 100,966.78	$ 103,995.11	$ 107,114.38
19	$ 101,459.74	$ 104,502.81	$ 107,637.30
20	$ 101,928.65	$ 104,985.71	$ 108,134.71

Senior Legal Assistant			
Years of Experience	**2023**	**2024**	**2025**
0	$ 50,211.20	$ 51,729.60	$ 53,268.80
1	$ 52,763.61	$ 54,360.87	$ 55,978.31
2	$ 55,137.82	$ 56,807.86	$ 58,498.08
3	$ 56,822.34	$ 58,544.03	$ 60,285.89
4	$ 58,128.97	$ 59,890.70	$ 61,672.62
5	$ 59,196.55	$ 60,991.02	$ 62,805.66
6	$ 60,099.18	$ 61,921.32	$ 63,763.63
7	$ 60,881.08	$ 62,727.18	$ 64,593.46
8	$ 61,570.76	$ 63,438.01	$ 65,325.43
9	$ 63,469.92	$ 65,394.97	$ 67,340.61
10	$ 64,039.52	$ 65,982.02	$ 67,945.13
11	$ 64,559.52	$ 66,517.97	$ 68,497.01
12	$ 65,037.88	$ 67,010.99	$ 69,004.69
13	$ 65,480.77	$ 67,467.46	$ 69,474.74
14	$ 65,893.08	$ 67,892.42	$ 69,912.33
15	$ 66,278.79	$ 68,289.93	$ 70,321.68
16	$ 66,641.09	$ 68,663.35	$ 70,706.20
17	$ 66,982.69	$ 69,015.41	$ 71,068.73
18	$ 67,305.80	$ 69,348.44	$ 71,411.67
19	$ 67,612.35	$ 69,664.38	$ 71,737.00
20	$ 67,903.93	$ 69,964.90	$ 72,046.46

Social Worker			
Years of Experience	**2023**	**2024**	**2025**
0	$ 56,000.00	$ 56,908.80	$ 58,614.40
1	$ 58,663.53	$ 59,801.66	$ 61,593.96
2	$ 61,204.33	$ 62,492.57	$ 64,365.51
3	$ 63,007.06	$ 64,401.79	$ 66,331.97
4	$ 64,405.36	$ 65,882.70	$ 67,857.26
5	$ 65,547.87	$ 67,092.70	$ 69,103.52
6	$ 66,513.83	$ 68,115.73	$ 70,157.21
7	$ 67,350.59	$ 69,001.92	$ 71,069.96
8	$ 68,088.67	$ 69,783.59	$ 71,875.06
9	$ 70,166.40	$ 71,936.08	$ 74,092.07
10	$ 70,775.96	$ 72,581.66	$ 74,756.99
11	$ 71,332.45	$ 73,171.03	$ 75,364.02
12	$ 71,844.38	$ 73,713.19	$ 75,922.43
13	$ 72,318.34	$ 74,215.15	$ 76,439.43
14	$ 72,759.59	$ 74,682.47	$ 76,920.76
15	$ 73,172.36	$ 75,119.62	$ 77,371.00
16	$ 73,560.08	$ 75,530.25	$ 77,793.95
17	$ 73,925.65	$ 75,917.41	$ 78,192.71
18	$ 74,271.43	$ 76,283.63	$ 78,569.90
19	$ 74,599.49	$ 76,631.06	$ 78,927.75
20	$ 74,911.53	$ 76,961.54	$ 79,268.13

Staff Attorney			
Years of Experience	**2023**	**2024**	**2025**
0	$ 66,851.20	$ 68,848.00	$ 70,907.20
1	$ 70,249.47	$ 72,347.77	$ 74,513.33
2	$ 73,410.49	$ 75,603.22	$ 77,867.13
3	$ 75,653.28	$ 77,912.99	$ 80,246.67
4	$ 77,392.91	$ 79,704.59	$ 82,092.40
5	$ 78,814.29	$ 81,168.43	$ 83,600.47
6	$ 80,016.07	$ 82,406.09	$ 84,875.52
7	$ 81,057.08	$ 83,478.20	$ 85,980.02
8	$ 81,975.32	$ 84,423.87	$ 86,954.26
9	$ 84,503.87	$ 87,027.94	$ 89,636.59
10	$ 85,262.23	$ 87,808.95	$ 90,441.20
11	$ 85,954.56	$ 88,521.96	$ 91,175.75
12	$ 86,591.44	$ 89,177.87	$ 91,851.48
13	$ 87,181.10	$ 89,785.14	$ 92,477.10
14	$ 87,730.07	$ 90,350.50	$ 93,059.53
15	$ 88,243.58	$ 90,879.36	$ 93,604.37
16	$ 88,725.96	$ 91,376.15	$ 94,116.16
17	$ 89,180.75	$ 91,844.53	$ 94,598.70
18	$ 89,610.96	$ 92,287.58	$ 95,055.13
19	$ 90,019.09	$ 92,707.90	$ 95,488.15
20	$ 90,407.30	$ 93,107.71	$ 95,900.03

Volunteer Coordinator			
Years of Experience	**2023**	**2024**	**2025**
0	$ 45,000.00	$ 45,000.00	$ 45,000.00
1	$ 46,439.46	$ 46,742.10	$ 47,054.83
2	$ 48,071.19	$ 48,550.87	$ 49,046.53
3	$ 49,228.93	$ 49,834.21	$ 50,459.66
4	$ 50,126.93	$ 50,829.64	$ 51,555.77
5	$ 50,860.65	$ 51,642.96	$ 52,451.35
6	$ 51,481.00	$ 52,330.63	$ 53,208.56
7	$ 52,018.38	$ 52,926.30	$ 53,864.49
8	$ 52,492.38	$ 53,451.73	$ 54,443.05
9	$ 54,007.45	$ 55,033.53	$ 56,093.81
10	$ 54,398.92	$ 55,467.47	$ 56,571.64
11	$ 54,756.31	$ 55,863.62	$ 57,007.86
12	$ 55,085.07	$ 56,228.06	$ 57,409.15
13	$ 55,389.45	$ 56,565.46	$ 57,780.68
14	$ 55,672.83	$ 56,879.59	$ 58,126.57
15	$ 55,937.90	$ 57,173.42	$ 58,450.12
16	$ 56,186.91	$ 57,449.44	$ 58,754.06
17	$ 56,421.67	$ 57,709.68	$ 59,040.62
18	$ 56,643.75	$ 57,955.85	$ 59,311.68
19	$ 56,854.42	$ 58,189.38	$ 59,568.83
20	$ 57,054.82	$ 58,411.52	$ 59,813.44

Appendix C
Side Letter #1 Between OPEIU Local 251 and FIRRP: Return to Office Policy

SIDE LETTER #1[4]
BETWEEN OPEIU LOCAL 251 AND FIRRP
RETURN TO OFFICE POLICY

FIRRP's long-planned return to the workplace allows for both a work-from-home office and a hybrid-office option for staff whose positions are not designated as in-office. Even though these options had not been generally available to our staff prior to the pandemic, our pivoting during the pandemic showed us that these flexible options could generally be feasible for positions not designated as in-office.

FIRRP currently has three physical offices located in Tucson, Phoenix, and Florence. If FIRRP closes an office, opens a new office, adds significant space to an existing office, or moves an office to a different physical space, FIRRP agrees to meet with the union in advance to bargain the effects of the decision.

Definitions:

Work from Home Staff (WFH)
This is defined as a staff member who primarily works from their home office, with the option to visit the office and use communal workspace or meeting rooms* as needed and available.

Hybrid Office Staff
This is defined as a staff member who works from home approximately three (3) days a week and uses a shared desk-space in the office approximately two (2) days a week, with the option to visit the office and use meeting rooms* as needed and available. Based on the feasibility of space design, the shared desk-space may take different forms including, for example, a "home base" desk-space that is shared with a small group of other staff or fully communal bookable desk-space.

In-Office Staff
This is defined as a staff member who is assigned a designated physical workspace in one of our offices based on that staff member's essential job duties or personal circumstances, which require daily access to our physical office space for administrative and support needs, and therefore, that staff member is expected to use the physical office space on a regular basis and typically five days a week.

While working from a FIRRP physical office five days a week is currently limited to staff members whose essential job duties or personal circumstances require daily access to our physical office space, if there is staff interest in this option, and our space allows for accommodating this option equitably for all staff who prefer it, then we will seek to accommodate this preference as well. If a staff member whose preference is to work from the office five days a week is able to be accommodated, then the staff member would be designated as an in-office staff member.

[4] Word Version copy of original included in this CBA by agreement of the parties; original available upon request.

Recognition of Client-Oriented Work

Understanding the confidential nature of FIRRP's direct services work with clients, WFH and hybrid office staff will access the office as needed when engaging in confidential meetings and conversations with clients if the home environment does not provide sufficient privacy to comply with applicable professional rules, including but not limited to: Attorney Rules of Ethics (e.g., Ariz. R. Sup. Ct. ER 1.6), Attorney-Client Privilege, and/or Social Work Rules of Ethics (e.g., AZBBHE R4-6-1105; Article 4 Reg. 32-3283; NASW 1.07 Privacy and Confidentiality) at any given moment.

Understanding the nature of FIRRP's programmatic and direct services work with clients, program specific considerations may impact the need for staff member presence in the office and may have an effect on how any individual preference is ultimately accommodated.

This side letter addresses FIRRP's Return to Office Policy as a means of coordinating a return to the office. Regardless of an employee's status as a Work from Home, Hybrid Office, or In- Office Staff employee, this Side Letter has no impact on an employee's essential job functions.

Determination of Status

Each employee covered under this agreement shall complete a return to office survey, indicating their preferred option from the applicable choices listed above. The employee's preference shall not be unreasonably denied (reasonable denials may, on a case-by-case basis, include, e.g., performance-related issues, operational needs, client-service needs). If the request is denied, the employer must reduce the decision to writing outlining the specific reason/s for the denial. The decision is subject to the grievance procedure.

Employees may elect to change their designation after 12 months. At least 60 days prior to each anniversary of this agreement, each employee will submit a new Return to Office survey indicating any changes to their preferred designation. In addition, each employee may request to amend their designation in light of changed circumstances for the employee (e.g., moving, childcare requirements). Such changes will be reviewed on a case-by-case basis. Such requests will not be unreasonably denied (reasonable denials may, on a case-by-case basis, include, e.g., performance-related issues, operational needs, client-service needs). If the request is denied, the employer must reduce the decision to writing outlining the specific reason/s for the denial. The decision is subject to the grievance procedure.

Equipment

All staff will receive the following equipment to support their work:

1. Laptop and charger
2. Laptop bag
3. Surge protector
4. Monitor (1 monitor)
5. Mouse and keyboard
6. Mouse pad
7. Ethernet cable (upon request)
8. Small monitor stand (upon request)
9. FIRRP Printer (1 FIRRP printer upon joining the organization)

If a staff member departs from the organization, items 1-8 must be returned to the organization. Upon departure, a staff member is not required to return the printer provided by the organization.

Reimbursement Support for WFH, Hybrid, and In-Office Staff

All staff will receive the following reimbursements per our reimbursement guidelines and procedures:

1. Toner for the printer provided by FIRRP
2. Postage for work needs
3. Office supplies if a staff member encounters an urgent need and it is not viable for the staff member to visit the office. Upon request, the staff member shall provide sufficient support for the rationale for the reimbursement.

Remote Technology Stipend Support for WFH and Hybrid Office Staff

FIRRP recognizes that staff who work from home or have a hybrid office may benefit from additional support tied to the use of home internet, for work matters. To that end, organizational support for WFH and hybrid office staff includes a monthly stipend.

The following stipend amount and process apply to WFH and hybrid office staff members:

1. The Florence Project will provide a monthly stipend of $40 (subject to tax) to current staff members to apply to the cost of home internet or any other remote technology need that may arise.

2. This monthly stipend distribution will be disbursed once the staff member's classification as a WFH or hybrid office staff member receives final approval, and the Office of People & Culture notifies our Finance Department. A new staff member that joins the Florence Project and is classified as a WFH or hybrid office staff member will also receive the monthly $40 remote technology stipend.

Cell Phone Support for Staff

To support the daily work of staff, the Florence Project will provide all staff members with a cellphone to be used for work-related matters. If a staff member departs from the organization, the cell phone must be returned to the Florence Project.

FIRRP will make every effort to have the cell phones distributed within three (3) months of the date of execution of this side letter. If this timeframe is not met, FIRRP will pay the employees covered by this agreement a monthly cell phone stipend of $20 per month until the cell phones are distributed. This would be in addition to the Remote Technology Stipend.

Home Office Stipend Support for WFH and Hybrid Office Staff

FIRRP recognizes that staff who work from home or have a hybrid office may benefit from additional organizational support to outfit their home office workspace. To that end, organizational support for WFH and hybrid office staff includes home office stipend support.

The following stipend amount and process apply to WFH and hybrid office staff members:

1. The Florence Project will provide a one-time stipend of $700 (subject to tax) to current staff members for home office needs in addition to the (1) equipment, (2) aforementioned reimbursements, (3) work supplies, and (4) remote technology stipend support previously outlined. This one-time $700 distribution

will be disbursed once the staff member's classification as a WFH or hybrid office staff member receives final approval, and the Office of People & Culture notifies our Finance Department. A new staff member that joins the Florence Project and is classified as WFH or hybrid office staff member will also receive a one-time stipend of $700 for home office needs.

2. The staff member may use the one-time stipend on any furniture (such as a desk, chair, and filing cabinet) or other necessary items to support their home office space as they see fit. If the staff member departs from the organization, the staff member does not need to return the items purchased with the organizational stipend.

3. Because this stipend is meant to reasonably offset the costs of outfitting a home office while a staff member is employed by the Florence Project, this stipend is a one-time disbursement.

Employees hired after the effective date of this agreement will have the choice of receiving the one-time $700 stipend in the following manner:

A. Receive the stipend on their first paycheck following their hire date, but should the employee choose to leave the Florence Project within 180 days of receiving this stipend, the employee shall repay the stipend to the Florence Project where permitted by law. Employee agrees to sign an authorization form upon payment of the stipend to permit FIRRP to deduct the amount of the stipend from the employee's final wages, should the employee leave within 180 days of receipt. This clause will not apply if the employee is laid-off or terminated.

B. The employee may choose to receive the stipend after their first 180 days of employment are completed, at which point the employee will not be responsible for repayment of the stipend if they choose to leave the Florence project.

Staff and Client Safety and Wellbeing

As we reemerge from the pandemic and continue to be in compliance with best practices by the CDC (Centers for Disease Control), in communication with our local epidemiologist, and in observance of federal laws and regulations as a federal subcontractor, we seek to continue to address staff and client safety and wellbeing in a return to our workplace, and will continue to monitor trends and best practices with respect to providing:

- Designated visitor and meetings spaces separate from staff workspaces
- Assigned desk and workspace for designated positions that require an in-office presence, restricted to their use
- Assigned space for persons with special accommodations needs, consistent with the ADA.
- FIRRP provided PPE (Personal Protective Equipment) and cleaning supplies for each space, including meeting space

Term of Agreement
This Agreement shall be effective on June 6, 2022 and shall continue in full force and effect through the term of the parties' first collective bargaining agreement, unless the parties mutually agree to terminate or modify the Side Letter earlier. During the term of the parties' first collective bargaining agreement, either party may give notice to the other party, their request to negotiate termination or modification by email at least sixty (60) days prior to this Side Letter's anniversary.

Signed on behalf of FIRRP:

/s/Lillian Aponte Miranda
Lillian Aponte Miranda, FIRRP

/s/Lauren Dasse
Lauren Dasse, FIRRP

Date: 6/9/22

Signed on behalf of the Union

/s/Dana MacPherson
Dana MacPherson, OPEIU

/s/Kelley Allen
Kelley Allen, OPEIU Local 251

Date: 6/10/22

Appendix D

Memorandum of Understanding Regarding Legal Fellows[5]

Resolution of Grievance 2023-01

The Florence Immigrant and Refugee Rights Project (FIRRP) and the Office & Professional Employees International Union Local 251 (Union) are parties to a collective bargaining agreement (CBA), effective from May 1, 2023 to April 30, 2026. The CBA, Article 2, contains a recognition clause that states, in relevant part:

> On November 30, 2021, in NLRB Case 1-3045798541, the Employer voluntarily recognized the [Union] as the sole and exclusive representative of the bargaining unit for all matters concerning wages, hours and other terms and conditions of employment. The union and the employer agree that the appropriate unit is a "wall-to-wall unit," including all full-time and regular part-time employees at FIRRP, defined by the parties' November 18, 2021, agreement as those employees in the following classifications: [List of Classifications not including Legal Fellows], and excluding managerial employees, confidential employees, guards, and supervisors as defined in the National Labor Relations Act.

Historically (prior to voluntarily recognizing the Union and entering into the CBA), FIRRP had, and has continued to, occasionally contract with sponsoring organizations to employ Legal Fellows. While the specific terms of each contract varies, Legal Fellows are employed under the terms of temporary contracts of a definite duration ("Legal Fellow Sponsorship Contract(s)").

On May 2, 2023, the Union filed Grievance 2023-01 (Grievance) alleging that Legal Fellows are part of the bargaining unit. The Union and FIRRP agreed to a series of extensions to the grievance timelines, and timely held a Step 2 grievance meeting on June 6, 2023.

At that meeting, FIRRP and the Union amicably, fully, and completely resolved the issue raised by the Grievance, and for good and valuable consideration agree as follows:

1. The CBA's recognition clause, Article 1, shall be amended to include "Legal Fellows on the terms of the DATE Memorandum of Understanding Regarding Legal Fellows" in the list of bargaining unit classifications represented by the Union.

2. During the term of a Legal Fellow Sponsorship Contract(s), the Legal Fellow covered by said contract shall receive the same wages, benefits, and other terms and conditions in the CBA unless they conflict with the Legal Fellow Sponsorship Contract. To the extent there is a conflict between the CBA and a Legal Fellow Sponsorship Contract, the Legal Fellow Sponsorship Contract controls.

   a. Legal Fellows who have been admitted to the practice of law shall receive the same wages as Staff Attorneys;

   b. Legal Fellows who have not been admitted to the practice of law shall receive the same wages as Law Graduates.

3. A decision whether to continue a Legal Fellow's employment beyond the end of the Legal Fellow Sponsorship Contract is at FIRRP's sole discretion. If FIRRP decides to employ the Legal Fellow beyond the end of the sponsorship, that employee's seniority date shall be the first date of the Legal Fellow Sponsorship Contract.

[5] Word Version copy of original included in this CBA by agreement of the parties; original available upon request.

4. Neither the Union nor FIRRP admits any wrongdoing, acknowledge their good faith disagreement that led to the Grievance, and acknowledge that this Resolution is precedential with respect to current and any future Legal Fellows.

5. As a full and complete resolution of the Grievance, and in exchange for the promise in this Resolution, the Union withdraws the Grievance with prejudice.

Dated: June 26, 2023

Florence Immigrant and Refugee Rights Project

By /s/Lillian Aponte Miranda

Its Co-Executive Director

Dated: June 26, 2023

OPEIU, Local 251

By /s/Kelley Allen

Its President