

AGREEMENT  
OXFAM AMERICA  
&  
LOCAL 500  
SEIU, AFL-CIO

November 1, 2007 - October 31, 2011

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## AGREEMENT

1. AGREEMENT made as of November 1, 2007, by and between OXFAM AMERICA, INC., hereinafter called the "EMPLOYER" or "Agency" and LOCAL 500, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO, CLC, hereinafter called the "UNION," for and on behalf of itself, its members now employed or hereafter to be employed by the Employer and collectively designated as employees:

## PREAMBLE

The Union and the Employer agree to act at all times in a manner to assure proper dignity and respect for the employees, each other, and all the people they serve.

## ARTICLE 1 - RECOGNITION

Recognition. In accordance with the provisions of the National Labor Relations Act ("Act"), the Employer recognizes the Union as the exclusive representative for the purposes of collective bargaining in respect to rates of pay, wages, hours of work or other conditions of employment for all regular full-time and regular part-time employees employed by the Employer at its Washington, D.C. office, including all professional employees, but excluding all managerial and confidential employees, non-paid personnel, short-term temporary employees, interns, administrative and office clerical employees, guards and supervisors as defined in the Act.

A. Definition of Regular Full-time Employees. For purposes of this Agreement, regular full-time employees means those employees paid and employed in a classification covered by this Agreement who are scheduled to work thirty-five (35) hours per week on a regular and continuous basis.

B. Definition of Regular Part-time Employees. For purposes of this Agreement, regular part-time employees means those employees paid and employed in a classification covered by this Agreement who are regularly scheduled to work less than thirty-five (35) hours per week. Unless otherwise provided in this Agreement, regular part-time employees who work less than seventeen and one half (17-1/2) hours per week shall be ineligible to receive any benefits provided herein. Unless otherwise provided to the contrary where regular part-time employees are eligible to receive or accrue a benefit under this Agreement, the amount of the Employer's contribution or benefit will be determined pro rata based on the employee's regularly scheduled hours regardless of the actual number of hours worked in a week.

C. Definition of Temporary Employees.

1. An employee who is hired for up to six (6) consecutive months shall not be subject to any provisions of this Agreement.

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2. A temporary employee employed for longer than six (6) consecutive months for a job of less than one (1) year duration shall be subject to all articles of this Agreement, except for the layoff and recall provisions contained in Articles 15 and 16 of this Agreement.

3. A temporary employee employed for longer than one (1) year shall be subject to all the terms and conditions of the Agreement.

4. A temporary employee, who is employed for three (3) or more consecutive months and who was hired following a hiring process as described in Article 24H, shall be considered an internal candidate only after any regular employee(s) who has (have) applied has (have) been considered. Further, consideration as an internal applicant shall only apply to considerations for job openings as provided for in Article 24, and for a period not to exceed six (6) months following the termination of their temporary employment.

D. Definition of Grant Specific Employees. For the purposes of this Agreement, a Grant Specific Employee is one whose salary is paid by restricted funds designated by the donor for a time limited project that the Agency would not undertake without the specific commitment of donor funds. Positions classified as either regular full-time or regular part-time cannot be reclassified as a grant specific. All clauses of this Agreement shall apply to Grant Specific Employees, except for the provisions in Article 25 and as specifically modified in Articles 15F, 16E, 17F and 24L.

E. Definition of Intern. A paid or unpaid individual who may be affiliated with a college, university or other academic institution. The internship is for a specified period of time and may be for academic credit. Interns include work-study students. The work of interns may not include supervisory responsibilities or the major portion of the responsibilities of a vacated bargaining unit position. The use of interns may not result in a reduction in the number of bargaining unit positions.

F. Newly Created Positions or Titles: Should the Employer create other positions or titles at any time, it will notify the Union five (5) working days prior to posting the positions. The Employer will advise the Union of new titles or positions and discuss the nature of their designation as confidential, managerial, supervisory, or union eligible. Should the Union disagree with the designations and union eligibility, the Union reserves the right to appeal in keeping with the legal requirements of the NLRB or exercise any rights to arbitration that it may have.

## ARTICLE 2 - NON-DISCRIMINATION AND DIVERSITY

The Employer and the Union believe in the essential dignity of all peoples and their right to pursue and shape the course of their own lives, and that respect for diversity of race, gender, religion and ethnicity is essential to building just societies and vibrant communities, and to maximizing the potential of the workplace. Our commitment to diversity should be reflected not just in our programmatic work but in the way we organize ourselves to achieve our mission.

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Management, with participation from the Union, shall develop and implement a plan that will ensure best practice in the area of diversity and that we meet and go beyond our obligation to comply with state and federal laws in the areas of non-discrimination and equal opportunity. Sections of this policy, which are agreed upon as appropriate, will be incorporated into the Agreement as a side letter.

A. Definition of Diversity

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

B. Non-discrimination

The Employer and the Union agree not to discriminate on the basis of race, gender, color, religion, ancestry or national origin, age, sexual orientation, marital status, veteran status and mental or physical disability of otherwise qualified individuals. This policy applies to all conditions and practices of employment. The Employer shall abide by all applicable requirements of state and federal law prohibiting discrimination.

All Agency employees are expected to abide by this non-discrimination policy and to abide by state and federal law. See the Human Resources Department for further details on state and federal laws.

C. Non-retaliation

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

### ARTICLE 3 - MANAGEMENT RIGHTS

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

- determine the standards of services to be provided and standards of productivity and performance of its employees;
- establish and/or revise personnel evaluation programs;
- determine the methods, means and personnel by which its operations are to be conducted;

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- subcontract to outside sources;
- establish, change, combine or abolish jobs, titles, and positions and determine their content and qualifications;
- classify positions;
- appoint, promote, classify, assign, advance, direct and transfer personnel;
- suspend, demote, discharge, or take other appropriate action regarding its employees;
- relieve its employees from duty because of lack of work or for other legitimate reasons;
- establish, modify, and enforce reasonable work rules;
- and take all necessary actions to carry out its mission in emergencies.

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

#### ARTICLE 4 - UNION SECURITY

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

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

C. All bargaining unit employees on the active payroll as of the first day of this Agreement who are not members of the Union shall become members of the Union within thirty (30) days after the effective date of the Agreement except those who were required to become members on an earlier application date, and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment. If an employee chooses not to become a Union member, she or he must pay the appropriate agency fees.

D. All employees hired into the bargaining unit after the first day of the Agreement shall become members of the Union no later than the thirtieth (30<sup>th</sup>) day following the beginning of such employment and shall, thereafter, maintain their membership in the Union in good standing as a condition of continued employment. If an employee chooses not to become a Union member, she or he must pay the appropriate agency fees.

E. An employee in the bargaining unit who has failed to maintain membership in good standing as required by this provision shall, within twenty (20) calendar days following receipt of a written demand from the Union requesting her or his discharge, be discharged if, during such period, the required dues and initiative fee or appropriate agency fees have not been tendered.

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

G. On a monthly basis, Employer will provide electronically to the Union for the previous month, the date of hire or termination of employees in the bargaining unit, the person's full name, address and work area or department.

H. On a semi-annual basis, the Employer will provide to the union electronically the names and addresses of all employees in the unit.

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

#### ARTICLE 5 - UNION RELEASE TIME

A. Union members serving in an elected capacity shall be allowed a reasonable amount of release time to attend meetings, discuss grievances and confer with management regarding union issues. Such release time may be taken provided prior notification of the time is given to and is not denied by his/her immediate supervisor. Release time shall not be unreasonably denied. However, it is understood that work needs may justify the denial of release time. No deduction in wages or salary or other benefits shall be made on account of release time provided the time has not been denied and is designated on the employee's time sheets.

B. With prior notice to his/her immediate supervisor, Union members serving in an elected capacity may be granted time off without pay up to a maximum of three (3) days per year to attend Union conventions or conferences.

C. The Union shall provide the Employer with a written list of the names and titles of all Union Members serving in an elected capacity. The Union shall also provide the Employer with written notice of any changes to the list within five (5) working days of the change.

#### ARTICLE 6 - UNION MEETINGS

The Union may use an available conference room for its general meetings for two (2) hours one time per month around lunch time for a union meeting. Employees attending the meeting may

use one (1) hour of work time without loss of pay and the employee's one (1) hour lunch. The Union shall be responsible for scheduling the use of the room in advance following established policy. In the event that there is a conflict, the parties agree to make every reasonable effort to accommodate the needs of the other party. Facilities remain available to the Union during lunch-time hours and from 5:00 P.M. - 6:30 P.M. on weekdays. Meetings at any other times on Agency property and during working hours must have the approval of the Director of Human Resources or his/her designee.

#### ARTICLE 7 - UNION VISITATION RIGHTS AND COMMUNICATION

- A. The Union's representative may visit the Employer's premises for the purpose of conferring with the Employer or Union members (subject to release time provisions) provided reasonable advance notice is given.
- B. The Union shall have the use of a bulletin board for the publication of Union announcements.
- C. The internal E-mail system at the Employer's main office shall have one user group which includes all of the then current Union employees. The Union user group shall be maintained by a staff person responsible for the E-mail system.

#### ARTICLE 8 - UNION IDENTIFICATION

A sentence stating "Employees of Oxfam America who are members of collective bargaining units are represented by Local 1199, Service Employees International Union and by Local 500, Service Employees International Union" will appear in the credits section of each issue of "Oxfam Exchange".

#### ARTICLE 9 - NOTICE

Any notice provided for in this Agreement shall be given to the Union at its headquarters at 901 Russell Avenue, Suite 300, Gaithersburg, MD 20879 and to the Employer at 226 Causeway Street, Boston, Massachusetts 02114. Any notice made pursuant to this Agreement (including but not limited to grievances) shall be delivered to the Human Resources Director by e-mail or fax.

#### ARTICLE 10 - INTRODUCTORY PERIOD

A newly hired employee shall be required to serve an Introductory Period of 6 months.

## ARTICLE 11 - HOURS OF EMPLOYMENT

- A. The regular hours of work for regular full-time employees shall be thirty-five (35) hours per week excluding meal periods. The normal work day starts between 8-10 A.M. and ends between 4-6 P.M. Monday through Friday.
- B. Employees may have flexible work hours within the hours of 8:00 A.M. and 9:00 P.M. on weekdays. The Employer will consider an employee's request for flex time or specific flex time schedules. The Employer reserves the right to deny flex time or specific flex time schedules as a result of department or agency needs, such as coverage, project or work needs or as a result of scheduling conflicts.
- C. Employer has the right to establish new work shifts for hours some or all of which may be outside the normal work day to be posted and filled by new employees.
- D. The option for employees to work off-site using the technology available to them will be considered by the Employer. The Employer reserves the right to deny an employee's request to work off-site as a result of department or agency needs, such as coverage, project or work needs or as a result of scheduling conflicts. Work performed off-site shall be considered in an employee's performance appraisal.
- E. Lunchtime briefings are generally for the purpose of staff development and attendance is not compulsory. Briefings which are compulsory or contain information important to an employee's ability to do her/his job will be scheduled during working hours.
- F. Employees classified as non-exempt employees under the Fair Labor Standards Act are provided with two (fifteen) (15) minute paid breaks, one in the morning and one in the afternoon.

## ARTICLE 12 - OVERTIME

- A. Employees classified as non-exempt under the Fair Labor Standards Act, will be paid for all hours worked in excess of thirty-five (35) hours per week (Sunday through Saturday) as follows: Between thirty-five (35) - forty (40) hours, employees will be compensated at their regular hourly rate of pay. After forty (40) hours, such employees will be paid in the basis of one and one-half times their regular hourly rate of pay. All time recorded as holiday, vacation and bereavement leave and jury duty, when the employee is on official jury duty business for seven (7) hours per day, are included in calculating the thirty-five (35) hour base period.
- B. Rotation of Overtime. Overtime work opportunities will be assigned to qualified staff on the basis of seniority and rotated among eligible employees. Any dispute regarding whether or not an employee was offered overtime shall be subject to the grievance, but not the arbitration provisions, of this Agreement.
- C. Employees who work two (2) or more extra hours in one day shall be reimbursed taxi fares from the Employer's office to a safe place of public transportation, and from a place of

public transportation to their homes. Employees who work three (3) or more extra hours in one day shall be entitled to a one-half hour paid supper period.

D. Except in emergencies, overtime can only be authorized by an employee's supervisor or his/her designee in advance.

E. Employees may not unreasonably refuse to work overtime.

#### ARTICLE 13 - RECOVERY TIME

Upon returning from overseas assignments, employees may take up to two (2) days off with pay as recovery days.

#### ARTICLE 14 - SENIORITY

A. Definition. Seniority shall mean an employee's continuous and uninterrupted service to the Employer in a classification covered by the Agreement, unbroken by any of the reasons specified in Section (C) below. The seniority of regular full-time employees and regular part-time employees shall date from the employee's first date of hire in a classification covered by this Agreement, provided the employee's service is continuous and uninterrupted. Employees will continue to accrue seniority up to six (6) months during approved parental, sick, maternity or other related medical leaves or approved leaves to engage in activities directly related to the Agency. Employees shall not continue to accrue seniority during periods of any other leaves of absence or leaves of absence for longer than six (6) months or periods of layoff.

B. Short-Term Temporary Employees or Interns: All short-term temporary employees or interns who become regular employees shall receive credit for continuous and uninterrupted temporary service in the same manner as if they had been regular employees from the beginning of employment or internship.

C. Termination of Seniority: A regular or Grant-Specific employee's seniority and his or her employment shall terminate upon the occurrence of any of the following:

- (i) Resignation;
- (ii) Discharge or termination

D. Employee Rehire: If an employee is hired within six (6) months of his/her termination and works one (1) continuous calendar year following rehire, the employee will be credited with the seniority he/she had prior to the termination unless the employee had been terminated for cause from the prior employment.

#### ARTICLE 15 - LAYOFF

A. Definition of a Layoff - A Layoff is defined as a separation from employment because of budgetary reasons, lack of work, reorganization and redefinition of Oxfam America's needs.

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B. Notice Procedures:

1. Where the Employer determines that layoffs are necessary, it shall provide the Union with four (4) weeks notice in writing that layoffs are needed, and the department and titles in which it has determined that layoffs shall occur. In the event that layoffs are the direct result of the automation of job duties previously performed by a bargaining unit employee, the Employer will provide three (3) months notice to the Union of the layoffs. In the event an employee is involuntarily reduced to part-time status as a result of poor Agency finances, the Employer will return the employee to full-time status if and when in its discretion, it determines that agency finances have improved to the point that it is practicable to do so. The above advance notice provisions for layoffs also apply.

2. The Employer and the Union shall discuss and attempt to reach agreement upon whether the Agency's needs may be met by means other than layoffs, such as job sharing, reduction in hours or filling of vacant positions. Such discussion will commence not later than one week after written notice has been provided to the Union. If agreement has not been reached by the end of the notice period, the Employer may unilaterally implement the layoffs, including such modifications as may be agreed upon or as may arise from the discussions.

C. Definition of Qualified Employees: A qualified employee as used in this Article is one who possesses the qualifications for the position as set forth in the job description. If an employee is deemed not qualified to perform a job, he/she will be given the reasons in writing, upon request, prior to being laid off. The Employer shall determine whether an employee is qualified at the conclusion of a process involving a committee comprising staff and management.

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

1. Layoffs shall occur in the department among employees within the same job title by laying off the employee(s) with the least seniority in that title, provided that where the job of the employee to be laid off is not being abolished, there is another employee qualified to perform the job. In the case where the person with the least seniority in that title is solely qualified to perform that job, the next least senior person in that title is laid off unless that person is solely qualified and so forth.

2. Layoffs shall occur by specific job where that job is being abolished.

3. An employee with less than one year of seniority who is occupying a position of another employee on leave of absence may be laid off by the Employer upon the return of the employee on leave with fourteen (14) days notice to the employee and the Union, and shall have no bumping rights. This provision shall not be subject to Sections C and D.

E. Bumping Rights and Procedures

1. Employees removed from their positions as a result of the procedures in this Section may bump the employee with the least seniority in the Agency, whose work he/she is qualified to perform.

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2. Employees removed from their positions as a result of the procedures in this Section may bump the employee with the least seniority in the Agency whose work the bumped employee is qualified to perform. Employees removed from their positions as a result of the procedures in this Section may bump in seniority order a temporary employee working in the Agency whose work the bumped employee is qualified to perform. Alternatively, the employee may apply in seniority order for any new temporary vacancies for which the employee is qualified which occur during the period that the employee is on layoff status.

(i) During any period when employees are laid-off, the Employer shall provide a notice to all laid-off employees of any temporary positions in the bargaining unit, by certified mail to the employee's last address on file. Any laid-off employee interested in the temporary position shall notify the Human Resources Office within seven (7) days of the day that notice was sent. If the laid-off employee is qualified for the temporary position, he/she shall be hired for that position.

(ii) An employee who bumps or is hired into a temporary employee position shall be continued in employment for only the period of time for which the temporary employee would have been employed to perform the temporary job and shall be paid at the rate paid to the temporary employee for performing the temporary job. At the conclusion of that period, the laid-off employee may bump into any other temporary position which the employee is qualified to perform. If no such position exists, the employee will resume his/her laid-off status with the same recall rights available had the employee not elected to bump one or more temporary employee(s).

(iii) For any employee filling a temporary position, the one-year recall period set forth in Article 16 shall commence on the date the employee would otherwise have been laid-off.

(iv) During the time that the laid-off regular employees fills a temporary position, he/she shall be eligible to continue to receive the same benefits which he/she would have received in his/her regular position, provided that the employee is eligible for such benefits. However, the amount of the benefits received shall be prorated based on the number of hours worked in the temporary position.

(v) A temporary employee bumped under this Section has no bumping rights.

3. Any employee utilizing the above bumping procedures may attempt to bump into a maximum of three (3) positions for which he/she is qualified.

F. Grant Specific Employees: For Grant Specific Employees, seniority for purposes of layoffs will not be in effect for the first five (5) years of a Grant Specific Employee's employment.

ARTICLE 16 - RECALL

- A. Rights: Employees who are laid off shall have the right to be recalled to his/her former position or any vacant position within his/her level for which he/she is qualified, within two years from the date of the lay off.
- B. Seniority: Recall shall be in order of Agency seniority provided the employee has the qualifications to perform the work. The Employer shall maintain a recall roster from which employees shall be recalled to vacant or new positions. Employees on recall status will have no greater rights to apply for or be selected to a promotional position than employees who are internal candidates for that position.
- C. Internal Positions:
1. During the two-year recall period, the laid-off employee may apply for internally posted positions other than positions referred to in Section A above or promotional positions and will be considered on the same basis as internal candidates.
  2. The Employer will provide notices of postings to all persons on the recall roster. Notices will be mailed to the most recent address on file.
  3. The internal application process in no way makes a person eligible for a job for which he/she is not qualified.
- D. Procedure for recall:
1. The Employer shall provide a notice to the employee by certified mail to the employee's last address on file.
  2. The employee has two weeks from the date of the notice to respond regarding her/his intent to return.
  3. Failure of an employee to respond within two weeks will be deemed to be termination of the employee's rights to recall to that position.
  4. Failure of an employee to commence employment within four weeks of the date of the recall notice shall be deemed to be termination of the employee's recall rights for that position.
  5. Laid-off employees, upon their request, will be dropped from the recall roster.
- E. Grant Specific Employees: For Grant Specific Employees, seniority for purposes of recall will not be in effect for the first five (5) years of a Grant Specific Employee's employment.

ARTICLE 17  
SEVERANCE

A. Severance pay at the rate of one (1) week of pay for each year of employment pro rated up to twelve (12) years shall be paid to an employee under the following conditions:

1. In the event of the voluntary or involuntary liquidation of the entire business of the Agency, or

2. In the event of layoff of that person.

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

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

D. If the employee is rehired and subsequently laid off, he/she will be entitled to severance at the rate of one (1) week for each year of employment pro-rated up to twelve (12) years for each year of employment since the employee's most recent date of rehire.

E. An employee laid off under Article 15 shall be entitled to receive personal leave prorated under Article 34 and any deferred holidays, vacation time and compensatory time not taken by the date of the employee's layoff.

F. For Grant Specific Employees, severance will only apply in the event of a liquidation of the Agency's assets.

ARTICLE 18  
DISCIPLINE AND TERMINATION

A. The Employer retains the right to discipline or discharge for just cause.

B. The reasons for the termination may include, but are not limited to incompetence, excessive absence or lateness, or poor work performance. Prior to the discharge of any non-introductory period employee, the Employer will give the employee at least one verbal warning and two written warnings which shall be separated by a reasonable interval of time. Each warning notice shall set out the conduct or work performance complained of and performance or conduct required. If a discharge or suspension involves prior discipline on which a grievance is

pending, that prior disciplinary action will be consolidated with the most recent disciplinary action for purposes of arbitration.

C. The Employer may discharge an employee without notice and/or warning period for gross misconduct including, but not limited to gross insubordination, stealing the Employer's property, intoxication or use of illegal substances while on the job, serious neglect of duty or where the employee has not completed her/his introductory period. The discharge of an introductory-period employee is not subject to the grievance and arbitration process.

D. An Employee who is absent from work for five (5) or more consecutive days without notifying his or her supervisor shall be deemed to have voluntarily resigned his or her employment, except in unusual circumstances.

E. If the reason for discipline involves gross misconduct and the employee is not discharged without notice under Section C above, then the Employer may discharge the employee with less than one verbal and two written warnings provided the employee received a written warning containing an express statement that any violation of the warning would result in discharge.

F. If discharge is necessary, at least two weeks written notice will be given to the employee except in cases of just cause. The Employer may elect to discharge an employee with pay in lieu of the notice period. Upon discharge, an employee will receive any accrued paid time off due him/her under the paid time off Article.

G. No employee shall receive disciplinary action solely as a result of up to two requests for help from the Employer in dealing with a problem of substance abuse or chemical dependency.

#### ARTICLE 19 GRIEVANCE & ARBITRATION

A. The term "grievance" shall mean any dispute concerning the application or interpretation of the terms of this Agreement.

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

C. The formal grievance shall be filed not later than 30 days after the date on which the alleged act or omission giving rise to the grievance occurred or after the date on which the Grievant reasonably should have known of the circumstances giving rise to the grievance.

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

E. The Grievant and no more than two union representatives shall have the right to participate in all steps of the grievance process. The Grievant may use witnesses in order to present his/her case.

F. Formal steps in the grievance process:

Verbal Stage: An employee who believes that he or she has a grievance shall verbally present the grievance or complaint on an informal basis to the employee's immediate supervisor or designee.

Step One: If the grievant is not satisfied with the disposition at the Verbal Stage, or if the Supervisor does not respond, he or she may present the grievance to the Union for review, and if the Union deems the grievance to be meritorious, the Union shall file a written grievance with the immediate Supervisor within fifteen (15) work days after the incident or condition which gave rise to the grievance was known or should have been known. The written grievance shall contain a clear written statement of the nature of the grievance, the date of the alleged violation, the Article(s) of the Agreement on which the grievance is based, the proposed remedy to the grievance and the signature of the affected employee and/or the Union representative. The Employer shall have ten (10) work days from its receipt of the written grievance to provide a written response to the Union. If management fails to respond within the time limits specified, the grievance shall be deemed denied, and it shall be automatically advanced to the next step of the grievance procedure.

Step Two: If the grievance is not satisfactorily settled at Step One, the Union may appeal it in writing to the Employer's Director of Human Resources within five (5) work days after receiving the Employer's Step One written response. Not later than seven (7) work days after Step One has been appealed, the Employer's Director of Human Resources or his/her designee shall meet with the Union and employee in an attempt to resolve the grievance. The Employer will give a written response to the Union within ten (10) work days after the conclusion of the meeting between the parties. Grievances involving the discharge of the employee will be filed at Step Two of the grievance procedure within fifteen (15) working days of the date of discharge.

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

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

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

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

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

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

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

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

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

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

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

#### ARTICLE 20 NO STRIKES

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

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

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

ARTICLE 21  
HARASSMENT

A. The Parties agree that harassment on the basis of race, color, religion, creed, national origin, sex, sexual orientation, or disability will not be tolerated. Both parties agree to take measures to educate staff members about and take preventive precautions against harassment.

1. Harassment on the basis of race, color, religion, creed, sex, national origin, sexual orientation, or disability shall mean conduct consisting of 1) slurs, jokes, derogatory or pejorative language making explicit reference to any of the protected categories in Section A above; 2) a pattern of stereotyping an individual or group based on any of the protected categories in Section A above; 3) verbal or physical attack upon a person making reference to her/his protected status; and where the conduct listed in 1), 2), or 3) above, or other similar conduct, has the effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

2. Oxfam America is committed to providing a work environment that is free from sexual harassment. Sexual harassment in the workplace is unlawful and is not tolerated from any employee or other person affiliated with Oxfam America. Any employee who sexually harasses another employee, partner, visitor or other person engaged in work or business related to Oxfam America will be subject to disciplinary action, up to and including termination of employment. Additionally, it is unlawful to retaliate against any employee for filing a complaint of sexual harassment or for cooperating in an investigation of a complaint of sexual harassment. Any such retaliatory action will result in disciplinary action, up to and including discharge.

Sexual harassment is defined under U.S. law as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when submission to, or rejection of, this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive work environment.

Sexual harassment includes, but is not limited to:

(1) Engaging in unwelcome sexual contact toward an individual including: continuous or repeated sexually offensive comments, verbal abuse, jokes, remarks, and/or innuendo of a sexual

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nature. The following are examples of conduct which, if unwelcome, may, depending on the circumstances, constitute sexual harassment:

- a. Verbal or written comments of a sexual nature about an individual's body and/or sexual terms used to describe an individual.
- b. Repeated sexual flirtation, advances, or propositions.
- c. Uninvited touching.
- d. Making obscene gestures or sounds or displaying sexually suggestive objects or pictures.

(2) Conditioning a performance evaluation, promotion, salary increase, vacation, or other job benefit or decision on an individual's submission to sexual demands or propositions.

(3) Taking, or failing to take, personnel action as a reprisal against an individual for rejecting sexual advances or reporting incidents of a sexual nature.

While we respect the diverse customs of the many cultures encompassed by Oxfam America outside of the United States and recognize that the laws relating to sexual harassment may vary in other countries, the essence of sexual harassment is the failure to respect the rights of others inherent in the inappropriate introduction of unwelcome sexual conduct or comments into the workplace. It is the policy of Oxfam America that sexual harassment is unacceptable anywhere within the organization. A violation of this policy may exist even where the conduct in question does not violate the law. Each Oxfam America employee is responsible for ensuring that his or her conduct does not harass any other employee or non-employee in the workplace.

Oxfam America has issued a Sexual Harassment policy which applies to all Oxfam America employees and establishes a process to report sexual harassment.

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

C. In the event of a dispute under this Article, a grievance may be filed at Step 2 of the Grievance and Arbitration provisions contained in Article 19. If any corrective or disciplinary sanctions affect rights of an accused which are protected by other procedures under this Agreement, such procedures may be invoked, but only on the question of the appropriateness or severity of the corrective actions or disciplinary sanctions.

## ARTICLE 22 HEALTH AND SAFETY

A. Employer Responsibility: The Employer agrees to maintain a safe and healthful workplace as set out in applicable Federal, State and local health and safety laws and regulations. The Employer shall furnish and maintain a healthful, ergonomically sound, sufficiently ventilated, properly heated, cooled and lighted workplace in accordance with existing law.

B. Specific Standards.

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1. No employee shall be required to work under conditions of emergency which are a hazard to her/his safety nor shall such employee suffer any loss of pay as a result of his/her refusal to work under such conditions.
  2. In the event the temperature in any domestic Agency office rises above 85°F or falls below 60°F, affected employees may leave work and shall suffer no loss of pay provided that no other suitable work space meeting the above standards can be found.
  3. The Employer agrees to provide employees with a smoke-free environment.
  4. All employees shall receive adequate training and information on the safe use of all equipment.
- C. Indoor Air Quality.
1. The Employer agrees to encourage its landlords to take appropriate action when problems arise.
  2. All office equipment or other machines that emit fumes or mists shall be serviced and maintained by the vendor.
  3. All employees exposed to workplaces with air quality problems that develop health problems shall have access to all necessary medical care under workers' compensation to the extent required by law.
- D. Video Display Terminals ("VDT").
1. The Employer agrees to provide shades and screens on all video display terminals when requested.
  2. The Employer agrees to take reasonable action to situate furniture and to arrange lighting to reduce screen glare.
- E. Health and Safety Committee: The Employer and the Union shall jointly establish a Health and Safety Committee which shall be composed of two members of the bargaining unit and two members of management. This committee shall meet to deal with issues pertaining to central office safety and health concerns. This committee shall develop and implement policies for the health and safety of staff .
- F. Complaints: Complaints regarding health and safety conditions shall be presented in writing to the President or his designee, who shall respond to the complaint as soon as possible, but no later than forty-eight (48) hours after receipt.
- G. Disputes: Only disputes arising under Sections B or C of this Article which set forth specific standards shall be subject to the grievance and arbitration provisions of this Agreement.

Disputes arising under the other sections of this Article are not subject to the grievance and arbitration procedures.

#### ARTICLE 23 - EVALUATIONS

A. The Employer shall conduct an evaluation of all employees upon the successful completion of their Introductory Period and annually in the fall (during the period from approximately August through October). Managers and Employees are encouraged to complete their respective evaluations in a timely manner. Each employee's evaluation shall be conducted pursuant to the Employer's performance evaluation policy and shall be based upon the employee's annual work-plan, to be developed by the employee and her/his manager. If an individual employee does not have a work plan, the Manager may rely on the nature of the job, as described in the job description, and the employee's performance on actual tasks assigned to the employee and goals identified during the course of the year. The employee may challenge the accuracy of the evaluation by filing a written statement in response to the evaluation. A challenge to the accuracy of an evaluation is subject to the grievance procedure, but not to the arbitration provisions of this Agreement. Evaluations are not in and of themselves disciplinary.

B. At the time of the employee's evaluation, the employee may provide a formal written evaluation of her/his manager, to be submitted to the manager's manager. This feedback should be considered in the manager's performance evaluation.

#### ARTICLE 24 - JOB OPENINGS

A. Positions covered by the provisions of this Article for purposes of internal posting and selection are those bargaining unit positions which the Employer determines to fill.

B. Vacancies/ New Positions

1. If a vacancy occurs in the bargaining unit, any temporary arrangement to cover the work (e.g. have a manager do it, hire a temporary employee) can only be in effect for the 120 days following the actual vacancy of the position or up to a maximum of two (2) weeks prior to the actual vacancy of the position provided such notice of resignation was received in writing from the employee, whichever occurs first.

2. Upon the completion of 120 days, the Employer must either a) fill the position on a regular basis with the current or revised job description; or b) demonstrate a good faith effort to fill the position within the next two months (a good faith effort includes reviewing the job description, posting the job description, and actively recruiting, receiving and reviewing resumes) or c) make a determination not to fill the position. A temporary arrangement to cover work may only be extended for more than 180 days past the two week period prior to the creation of the vacancy or the actual vacancy of the position, whichever is applicable, provided the Employer has demonstrated a good faith effort to fill the position.

3. A determination by the Employer not to fill the position under Section 2 above, shall not restrict the Employer's ability to fill the position on a non-temporary basis at a later time under the provisions of this Article.

C. Employees must have completed six months of employment at the Agency in their position before they are eligible to bid on job openings.

D. The Employer will post all job openings at all Agency offices. Within five (5) working days of the posting, employees interested in applying for the position shall submit their resumes to the Human Resources Department. Employees who are or will be out of the country on Agency business or on leaves of absence will be notified by Human Resources of job openings. If they apply for a position and meet the qualifications for such position, that position will be held open for their return or for a 30-day period, whichever is less, unless there is a compelling reason to fill the position at an earlier time. The Employer's obligation to provide notices of job vacancies to employees outside the country is met when the Employer sends a written telecommunication to the employee on the date of posting.

E. All internal applicants will be notified within 10 days from submission of the application as to whether or not he/she will be offered an interview. Interviews will be granted to applicants that meet the minimum qualifications set forth in the job description.

F. In the event that the job classification in which the vacancy occurs is underutilized according to an existing Diversity Plan and if none of the internal applicants meet any existing Diversity Plan requirements, a qualified external applicant may be given the job despite the application of internal candidates

G. If Diversity is not a factor, an external applicant may be awarded an open position for which internal qualified employees have applied only if the external applicant is substantially more qualified than the internal applicant who would otherwise have been given the job. Among qualified internal applicants where there is not a substantial difference in the qualifications among applicants, then seniority will be the determining factor.

H. Hiring decisions will be made by the Employer at the conclusion of a process involving a Staff-Management Committee.

I. The employee who fills a new job classification in accordance with this Article shall be required to serve the requisite Introductory Period. If an employee is awarded a job in a new classification, management will offer training and support in order to enable that employee to perform the new job duties satisfactorily. If, at the end of this Introductory Period, the employee decides that he/she does not wish to remain in the position or if the Employer decides that he/she is not performing the new job satisfactorily, the employee may return to his/her former position at the same rate of pay he/she would have received if he/she had never left that position provided the position is available and no offer or job commitment has been made to anyone else. Employer agrees to provide the employee with three (3) workdays notice before the Employer makes a job offer.

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J. Funding Contingencies. In the event that a new job is created for which funding is uncertain, Management will so advise the Union prior to recruitment for the position. If an internal employee is selected for the position, the employee's former position will be filled on a temporary basis until a final decision is made on whether, or not, funding will be available. The temporary employee will be hired after a full hiring process, but will be advised that his/her position is subject to the confirmation of funding for the position assumed by the regular employee and/or the regular employee's satisfactory performance and/or satisfaction with the new position. If funding is confirmed, the temporary employee shall be hired as an Introductory Period employee into the position without the need for an additional hiring process. The employee who fills the new job classification for which funding is uncertain may be returned to his/her prior position if funding is unavailable or the employer decides that the employee is not performing the new job satisfactorily under the terms set forth in (Section I), or the employee wishes to return to his/her former position. If the regular employee returns to his/her former position, the temporary employee will be terminated.

K. If an employee is not given a job for which he/she has applied, he/she will be given the reasons why in writing upon request prior to the Employer filling of the position.

L. Grant Specific Employees will be considered as internal candidates should they apply for a regular full or part-time position two (2) months prior to the termination of the grant and for three (3) months thereafter.

ARTICLE 25  
PROMOTIONS AND POSITION RECLASSIFICATIONS

A. Job Description Review Committee. The Employer and the Union will establish a Job Description Review Committee.

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

C. Position Reclassification.

When the new job description is finalized, the employee with full knowledge of the new compensation and responsibilities will receive the change in compensation level in the next pay period that begins at least one week thereafter.

In the event that an employee assumed responsibilities prior to the job description being reclassified, the employee will receive compensation retroactive up to six (6) months within the same fiscal year.

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

E. Wage Adjustments. In the event of an unfilled vacancy or leave of absence by another bargaining unit member, of more than six (6) weeks which significantly increases the workload of another bargaining unit member by at least 50% or impacts the quality of the work required by the employee's current responsibilities, the Employer shall not unreasonably deny relief in the form of a temporary increase of at least X%, where X is at least 3%. At the beginning of the seventh week of the unfilled vacancy or leave of absence by another bargaining unit member, the following formula will be used to determine the appropriate compensation:

7-16 Weeks	X+0%
17-24 Weeks	X+1%
25 Weeks or more	X+2%

F. Grant Specific Employees. This Article does not apply to Grant Specific Employees.

#### ARTICLE 26 - NEW WORKERS

The Employer agrees to use the services of the Union, along with other sources, in seeking external applicants for employment and shall consider applicants referred by the Union equally with other applicants. The Employer shall notify the Union promptly of the existence of employment opportunities. It is understood that the decision on any application for employment is within the discretion of the Employer.

#### ARTICLE 27 - STAFF PARTICIPATION

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

B. Labor-Management Committee. In order to provide a means for continuing communications between the parties and for promoting a climate of constructive labor-management relations, there shall be a Labor-Management Committee which shall consist of Union-designated members and management-designated members. The Committee shall meet regularly to develop and address agenda items that may include topics related to the general application of this Agreement, and other matters of concern, including periodic examination of the agency's commitment to continuous improvement.

C. General Provisions Applicable to All Committees.

(i) Meetings of any committee established under this Article or any other provision of this Agreement shall not be for the purpose of conducting negotiations or discussing pending grievances, nor shall any matters discussed or decided upon at such meetings be

subject to the grievance and arbitration provisions of this Agreement merely by virtue of their having been discussed or decided upon at such meetings.

(ii) Any amendment to this Agreement shall be reduced to writing and signed by all parties.

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

#### ARTICLE 28 - SALARIES

A. Effective upon ratification of this Agreement, the new salary structure presented in attachment A will come into force. Effective June 1, 2007, the salaries of all current employees holding the position of Organizer, Policy Advisor, or Researcher shall be increased by 4% and the salary of all current employees holding the position of Press Officers shall be increased 1%, with the following exceptions:

a. For all employees hired between December 1, 2006 and September 1, 2007, this increase will take place 6 months after their date of hire, provided that the employee is not in disciplinary probation as defined in Article 28F. Any employee hired after September 1, 2007 will not be eligible for the salary increase described in this Article 28A.

b. If an employee is on disciplinary probation (as defined in Article 28F) within the 6 month period prior to the date on which this revised Article 28 is ratified by the Union and Management, the salary increase will take effect only when his/her performance has been maintained at an acceptable level for at least 6 months. Maintenance of acceptable performance is defined as no verbal or written warning in his or her personnel file being issued to the employee within the 6 month time period preceding the scheduled salary increase, and the employee having either met or exceeded expectations for that period.

c. This increase will not apply to current employees who have tendered their resignation by the date of contract ratification, even if such resignation becomes effective after the ratification date.

d. For those employees who are on leave of absence at the effective date of the salary increase, June 1, 2007, this increase will take place at the date of their return to work.

e. If this increase would move an employee's salary to the maximum of his/her job category or if his/her salary is already at or above the maximum, any portion over that maximum will be paid as a one-time payment.

B. Effective November 1, 2008, the salaries of all then current employees holding the position of Organizer, Policy Advisor, or Researcher will be increased by 3%, and the salary of

all then current employees holding the position of Press Officer shall be increased 2%, with the following exceptions:

- a. For all employees hired between May 1, 2008 and November 1, 2008, this increase will take place 6 months after their date of hire, provided that the employee is not in disciplinary probation as defined in Article 28F.
- b. If an employee is in disciplinary probation as defined in Article 28F within 6 months of the scheduled salary increase, the increase will take effect only when his/her performance has been maintained at an acceptable level for at least 6 months. Maintenance of acceptable performance is defined as no verbal or written warning in their personnel file being issued to the employee within the 6 month time period preceding the scheduled salary increase, and the employee having either met or exceeded performance expectations for that period.
- c. For those employees who are on leave of absence at the effective date of the salary increase, November 1, 2008, this increase will take place at the date of their return to work.
- d. If this increase would move an employee's salary to the maximum of his/her job category or if his/her salary is already at or above the maximum, any portion over that maximum will be paid as a one-time payment.
- e. This increase will not apply to employees who have tendered their resignation by November 1, 2008, even if such resignation does not become effective until after November 1, 2008.

C. Effective November 1, 2009, the salaries of all then current employees holding the position of Organizer, Policy Advisor, or Researcher will be increased by 3%, and the salary of all then current employees holding the position of Press Officer shall be increased 2%, with the following exceptions:

- a. For all employees hired between May 1, 2009 and November 1, 2009, this increase will take place 6 months after their date of hire, provided that the employee is not in disciplinary probation as defined in Article 28F.
- b. If an employee is in disciplinary probation as defined in Article 28F within 6 months of the scheduled salary increase, the increase will take effect only when his/her performance has been maintained at an acceptable level for at least 6 months. Maintenance of acceptable performance is defined as no verbal or written warning in their personnel file being issued to the employee within the 6 month time period preceding the scheduled salary increase, and the employee having either met or exceeded performance expectations for that period.

c. For those employees who are on leave of absence at the effective date of the salary increase, November 1, 2009, this increase will take place at the date of their return to work.

d. If this increase would move an employee's salary to the maximum of his/her job category or if his/her salary is already at or above the maximum, any portion over that maximum will be paid as a one-time payment.

e. This increase will not apply to employees who have tendered their resignation by November 1, 2009, even if such resignation does not become effective until after November 1, 2009.

D. Effective November 1, 2010, the salaries of all then current employees holding the position of Organizer, Policy Advisor, or Researcher will be increased by 3%, and the salary of all then current employees holding the position of Press Officer shall be increased 2%, with the following exceptions:

a. For all employees hired between May 1, 2010 and November 1, 2010, this increase will take place 6 months after their date of hire, provided that the employee is not in disciplinary probation as defined in Article 28F.

b. If an employee is in disciplinary probation as defined in Article 28F within 6 months of the scheduled salary increase, the increase will take effect only when his/her performance has been maintained at an acceptable level for at least 6 months. Maintenance of acceptable performance is defined as no verbal or written warning in their personnel file being issued to the employee within the 6 month time period preceding the scheduled salary increase, and the employee having either met or exceeded performance expectations for that period.

c. For those employees who are on leave of absence at the effective date of the salary increase, November 1, 2010, this increase will take place at the date of their return to work.

d. If this increase would move an employee's salary to the maximum of his/her job category or if his/her salary is already at or above the maximum, any portion over that maximum will be paid as a one-time payment.

e. This increase will not apply to employees who have tendered their resignation by November 1, 2010, even if such resignation does not become effective until after November 1, 2010.

E. In the month of May of each year, the Labor/Management Committee can decide jointly to reopen the wage agreement herein if CPI increases to four percent (4%) or greater, or if core revenue for the fiscal year falls at least four percent (4%) below the budget approved by the Agency's Board of Directors.

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F. All employees will be eligible for the salary adjustments as described in Sections A, B, C and D above except as noted above and those who are on disciplinary probation, which shall include those who have a verbal or written warning in their personnel file which the employee received within 6 months of the date of intended salary adjustment or who have tendered their resignation by the effective date of such adjustment. Unless another verbal or written warning is received within a 6 month period of a salary adjustment, all future salary adjustments shall proceed as planned.

G. Relief in More Highly Compensated Job - In the event that an employee assumes responsibilities of another employee in a more highly compensated job category for a period in excess of one (1) calendar month, that employee shall receive at least a 3% pay increase for the period of time they replace the other employee retroactive to the date upon which the employee began to perform the work. This provision applies to the assumption of most duties and responsibilities of another person. This relief will be reviewed at the six-month anniversary of when the work began.

H. New hires may be placed in a job category as appropriate and without contractual restrictions.

#### ARTICLE 29 - INSURANCE BENEFITS

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

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

C. Pension. The Employer shall maintain a pension plan comparable to the plan in effect for employees at the time of ratification of this Agreement, subject to pension company limitations and ERISA regulations. If the Employer determines that it is appropriate to change the existing pension plan or pension companies, it shall consult with the Union before undertaking any such changes.

D. Tax-Deferred Annuity (TDA). The Employer shall maintain a TDA plan comparable to the plan in effect for employees at the time of ratification of this Agreement, subject to carrier's restrictions. If the Employer determines that it is appropriate to change the existing TDA plan or change carriers, it shall consult with the Union before undertaking any such changes.

E. Travel Accident. The Employer shall maintain a travel accident policy coverage comparable to the policy coverage in effect for employees at the time of ratification of this

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Agreement, subject to insurance company limitations. If the Employer determines that it is appropriate to change the existing policy coverage or change carriers, it shall consult with the Union before undertaking any such changes.

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

**ARTICLE 30 - HEALTH INSURANCE**

A. For the health insurance plan year from April 2007 through April 2008, the Agency will pay at least 93% of the monthly premium of the basic health insurance plan offered to its employees and the Employee's contributions to his or her basic health insurance shall not exceed 7%. This covers individual, individual plus one, or family coverage. Employees may choose to be covered under the carrier's higher priced premium plan by paying the difference in cost between the two plans. The Union will be given 40 days advance notice of change in fee schedules as well as change in carriers (with the exception of extenuating circumstances, such as e.g., bankruptcy of carrier) and the Agency will strive to provide comparable coverage with input from the Labor/Management Committee.

For each subsequent year covered by this Agreement, the Employer shall pay the health insurance premiums as follows:

<b><u>Plan Year</u></b>	<b>Employer Contribution</b>
April 2008-09	90%
April 2009-10	90%, provided, however, that if the total premium increases for the 2009-10 plan year by 10% or more over the total premium for the 2008-09 plan year, the Employer shall pay 88% of the premium for the 2009-10 plan year and the employee shall pay 12%.
April 2010-11	Same as 2009-10 plan year, provided, however that if the total premium increases by 10% or more over the total premium for the 2009-10 plan year, the Employer shall pay 85% of the premium for the 2010-11 plan year and the employee shall pay 15%.

B. In all instances in which employees or their spouses, domestic partners or dependents are charged a co-pay of \$250 or more under the current plan, (e.g. surgery or in-patient services) the Employer will share in the co-pay as follows:

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Employee salary at date co-pay is due	Employer Contribution to co-pay
\$25,000 or less	100%
\$25,001 to \$30,000	75%
\$30,001 to \$40,000	50%
\$40,001 or higher	25%

C. For regular part-time employees, the Employer shall pay a pro-rated portion of the applicable premium based on the employee's regularly scheduled hours as set forth in Article 1.B.

D. Any employee may forego the Employer-provided health insurance so long as he/she can provide proof of health insurance elsewhere. Regular full-time employees shall receive an annual cash payment of \$1,000 (One Thousand dollars), payable at \$250 (Two Hundred and Fifty dollars) per calendar quarter provided he/she is an active employee at the end of each applicable calendar quarter. Regular part-time employee(s) shall receive a pro-rated cash payment based on the employee's regularly scheduled hours as set forth in Article 1.B payable per calendar quarter provided he/she is an active employee at the end of each applicable calendar quarter.

E. The Agency will continue its contributions toward an employee's health insurance in accordance with Article 36.

ARTICLE 31  
GROUP DENTAL INSURANCE CONTRIBUTIONS

A. For the dental insurance plan year from April 2007 through April 2008, the Agency will pay at least 93% of the monthly premium of the group dental insurance plan offered to its employees, and the Employee's contributions to his or her group dental insurance shall not exceed 7%. This covers individual, individual plus one, or family coverage. The Union will be given 40 business days advance notice of change in fee schedules as well as change in carriers (with the exception of extenuating circumstances e.g. bankruptcy of carrier) and the Agency will strive to provide comparable coverage with input from the Labor/Management Committee.

For each subsequent year covered by this Agreement, the Employer shall pay the group dental insurance premiums as follows:

<u>Plan Year</u>	<u>Employer Contribution</u>
April 2008-09	90%
April 2009-10	90%, provided, however, that if the total premium increases for the 2009-10 plan year by 10% or more over the total premium for the 2008-09 plan year, the Employer shall pay

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88% of the premium for the 2009-10 plan year and the employee shall pay 12%.

April 2010-11

Same as 2009-10 plan year, provided, however that if the total premium increases for the 2010-11 plan year by 10% or more over the total premium for the 2009-10 plan year, the Employer shall pay 85% of the premium for the 2010-11 plan year and the employee shall pay 15%.

B. For regular part-time employees, the Employer shall pay a prorated portion of the applicable premium based on the employee's regularly scheduled hours as set forth in Article 1.B.

#### ARTICLE 32 - HOLIDAYS

A. The following holidays (considered to be secular) are observed as paid holidays for all regular full-time employees:

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

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

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

C. Regular part-time employees will be entitled to prorated holiday time based on the employees' regular scheduled hours and following the stipulations set forth in Article 1.C.

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

E. Employees eligible for overtime required to work on a holiday will be paid at time and one-half his/her regular hourly rate for all hours worked on the holiday. In addition, that employee shall be given a day off equal to his/her regularly scheduled hours worked on the

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holiday as a deferred holiday, to be taken at a later date and scheduled with the approval of the employee's supervisor.

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

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

H. Employees who leave the Agency shall not be paid for holidays not taken as deferred holidays except that an employee laid-off under the provisions of Article 15 shall receive pay for any deferred holidays which the employee did not take.

#### ARTICLE 33 - PAID TIME OFF

The purpose of Paid Time Off is to provide employees with a flexible way to maintain balance between the demands of work and personal life: Oxfam America recognizes that employees need time away from work for the purpose of rest, relaxation, or to attend to personal affairs. Paid Time Off is designed to be taken within the year accrued in order to receive the personal replenishment value intended. Managers and staff have the mutual responsibility of planning schedules to meet operating requirements of departments and time off needs of staff.

Upon hire, the appropriate accrual rate will be determined based on the eligible employee's years of related professional experience. Eligible employees with fewer than 15 years of related professional experience will accrue at the rate of 23 days/year or 1.916 days/month. Eligible employees with 15 or more years of professional experience will accrue at the rate of 28 days/year or 2.333 days/month. Eligible employees will accrue additional PTO based on their years of service with Oxfam America starting with the most recent date of continuous employment with Oxfam America as follows:

#### **Related Professional Experience**

<b>Years of Service with Oxfam America</b>	<b>Fewer than 15 years</b>		<b>15 or more years</b>	
Under 3	23 days/year	1.916 days	28 days/year	2.333 days
3	24 days/year	2.000 days	29 days/year	2.416 days
4	25 days/year	2.083 days	30 days/year	2.500 days
5	26 days/year	2.166 days	31 days/year	2.583 days
6	27 days/year	2.250 days	32 days/year	2.666 days

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7+	28 days/year	2.333 days	33 days/year	2.750 days
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The maximum amount of PTO that an eligible employee can accrue is 33 days/year or 2.75 days/month.

If the anniversary date is on or before the 15<sup>th</sup> of the month, the eligible employee will accrue at the new rate for the month. If the anniversary date is on or after the 16<sup>th</sup> of the month, the eligible employee will accrue at the new rate in the following month.

Paid Time Off is accrued on the 1<sup>st</sup> of the month for prior month's work, and is available for use by eligible employees as of the month of accrual. If an employee is hired on or before the 15<sup>th</sup> of the month, or terminated on or after the 15<sup>th</sup>, a full month's accrual will be credited for that month,

Maximum Balance

Eligible employees may not have a balance of more than twenty (20) Paid Time Off days at any time. If an eligible employee's balance is at twenty (20) days, the eligible employee will not accrue any additional days. Days will not be retroactively accrued and credited to the eligible Paid Time Off balance except at the completion of the Introductory Period.

Introductory Period

During the Introductory Period, eligible employees do not accrue Paid Time Off. Eligible employees whose employment is terminated during this period will not receive payment for Paid Time Off days. Upon completion of the Introductory Period, however, accrued Paid Time Off will be credited retroactively to the initial date of employment. Upon completion of the Introductory Period, an eligible employee may request Paid Time Off.

Part Time Eligible Employees

Part-time eligible employees accrue Paid Time Off based on the percentage of a full time schedule worked.

Use of Paid Time Off

Eligible employees and managers should plan and schedule each fiscal year to allow the eligible employee to take Paid Time Off. Arrangements for Paid Time Off should be requested and approved in advance by an eligible employee's manager. If an employee requests Paid Time Off without advance notice, the manager maintains the discretion to grant the leave, but may deny the request based on the business and operational needs of the department.

Payment of Unused Paid Time Off

Upon the voluntary or involuntary termination of employment, all regular staff members who have successfully completed their Introductory Period will be paid for accrued and unused Paid Time Off based on the date of separation.

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

### Record-Keeping

Oxfam America will maintain the exempt paid time off tracking forms only for the current fiscal year.

## ARTICLE 34 - BEREAVEMENT LEAVE

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

## ARTICLE 35 - SICK LEAVE

A. Each full-time employee shall ~~accrue~~ 11 days of sick-leave each fiscal year, ~~at a rate of 11/12 day per month~~ for absence due to her/his illness or injury, ~~provided, however, if an employee who is ill or injured has not yet accrued sufficient sick leave, the agency shall permit the employee to use the balance of his annual allotted sick leave, before it accrues, upon the presentation of medical certification of the employee's illness.~~ Each employee shall be allowed to carry over up to six (6) days of unused sick leave from fiscal year to fiscal year.

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B. A new regular full-time employee hired during a fiscal year will receive in his/her first year of employment sick leave at the rate of 11/12ths of a day of sick leave for each full month worked until the start of a new fiscal year.

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

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

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E. If an employee is to be out sick, he/she shall call her/his immediate supervisor as soon as possible between 9:00 and 10:00 A.M. if at all possible. It is the employee's responsibility to call the supervisor and notify her/him of the status of availability to return to work.

F. Sick leave may be taken by an employee for her/his doctor and dentist appointments or for her/his dependant's illness or for the dependant's doctor or dentist appointment. All reasonable attempts will be made to schedule appointments during non-working hours.

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

H. If an employee is absent due to illness during her/his introductory period, the introductory period will be extended by the number of days he/she was absent due to illness.

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

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

#### ARTICLE 36 - LEAVES OF ABSENCE

##### A. Parental Leave

Upon the successful completion of the introductory period as described in Article 10 of this Agreement, regular full time employees or regular part time employees who work seventeen and one-half (17 1/2) hours per week or more are eligible for up to twelve (12) weeks unpaid leave of absence within a consecutive twelve month period: to care for the employee's child within one year of birth; for adoption; or for the initiation of foster care. Employees may use available leave time while on parental leave but will not accrue additional leave benefits until they return to work. This leave cannot be combined with Family Leave, as provided in this Article.

After one year of continuous employment, in addition to the use of available leave time, regular full time employees are eligible for 24 days of paid leave during the twelve week period of parental leave at his/her regular weekly straight time or salary rate. Regular part-time employees who work seventeen and one-half (17 1/2) hours per week or more will be entitled to prorated paid parental leave based on the employees' regularly scheduled hours as set forth in Article 1.B. An employee who is on parental leave for the purpose of giving birth is also eligible to receive 60% of her regular weekly straight time wages or salary for a period of up to twelve (12) weeks under disability insurance coverage provided by the Agency.

Employees may extend unpaid parental leave for up to four (4) weeks in accordance with paragraph D of this article.

#### B. Family Leave

After one year of continuous employment, regular full time employees or regular part time employees who work seventeen and one-half (17 1/2) hours per week or more are eligible for up to twelve (12) weeks leave within a consecutive twelve month period which begins on the first day of leave to care for a parent, spouse, child under the age of 18, (for a child over the age of 18, time may be taken, but will be unpaid), domestic partner or dependent children of a domestic partner living in the same household for serious health reasons. Regular full time employees will be paid for up to four (4) weeks of that period at the employee's regular weekly straight time or salary rate in addition to the use of available leave time. Regular part-time employees who work seventeen and one-half (17 1/2) hours per week or more will be entitled to prorated paid family leave based on the employees' regularly scheduled hours as set forth in Article 1.B. Family Leave may not be combined with Parental Leave as provided in this Article.

#### C. Self Leave

After one year of continuous employment, regular full time employees or regular part time employees who work seventeen and one-half (17 1/2) hours per week and have worked for the agency for at least 1,250 hours over the past twelve (12) months are eligible for up to twelve (12) weeks unpaid leave within a consecutive twelve month period which begins on the first day of leave to attend to the employee's own serious health condition that renders the employee unable to perform the functions of his or her job.

#### D. Short-term Leave

After one (1) year of continuous employment, regular full time employees or regular part time employees who work seventeen and one-half (17 1/2) hours per week or more may request an unpaid leave of absence for periods of up to four (4) weeks. Unpaid short-term leave for eligible part time employees will be prorated based on the employees' regularly scheduled hours as set forth in Article 1.B. Grant Specific Employees are not eligible for unpaid short-term leave, unless they have been employed by the Agency for two or more years. Such leave will be granted at the discretion of the employee's supervisor and the Department Director in consultation with the Director of Human Resources, and will be considered only for the following reasons: 1) serious personal reasons; 2) additional work-related travel which has some benefit to the organization; or 3) work-related education. Granting of leaves of absence to extend unpaid parental leave shall not be unreasonably denied.

#### E. Long-term Leave

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

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

#### F. Procedure for Requesting Leave

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

##### i. Mandatory Medical Certification

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

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

##### ii. Medical Certification of Fitness to Return to Work

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

#### G. Eligibility Stipulations

Over a three (3)-year period, no employee who has taken more than a total of one (1) year's leave of absence shall be eligible for leave under section D. An employee who has taken parental leave within the twelve (12) month period preceding the beginning of a requested long-term

leave under section D above, shall have the maximum time under section D reduced by the length of that parental leave.

#### H. Status of Benefits

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

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

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

#### I. Use of Accrued and Vacation Time

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

#### J. Return from Leave

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

i. For Medical Leaves procedure, see paragraph F.ii of this article for procedures to return from Medical Leave.

### ARTICLE 37 - MILITARY LEAVE

- A. A regular employee who serves in any branch of the national armed forces or National Disaster Medical System (NDMS) will be provided with the necessary unpaid leave time to serve or train as required. The employee must notify the manager as soon as he/she is called to duty.
- B. An employee who is required to attend annual military or NDMS training will be paid the difference between his or her regular salary and the military pay, provided the military pay is less than the regular Oxfam America salary; the employee must provide a copy of the payment record from the government in order to receive compensation.
- C. If the cumulative time the employee spends in uniformed service is five years or less in length, and the employee is able to return to work, the employee has the right to return to the current or similar position within Oxfam if return is on the first work day after returning home from duty, or if he/she cannot return through no fault of the employee, within 30 days of return home from duty. Employees should refer to Uniformed Services Employment and Reemployment Rights Act (USERRA) for other methods of reemployment and disqualifying events such as dishonorable discharge.
- D. Except where the employee has stated an intention not to return to employment, the employee may elect to continue health insurance benefits for up to 24 months or the duration of the military leave. The employee may be charged up to 102% of the total premium costs in connection with such insurance.
- E. Any pension benefit for the employee will continue to accrue service toward vesting during the employee's leave period.

### ARTICLE 38 - CHILD CARE

- A. Where an employee is required by the Employer to work at the Agency's office before or after her/his regularly scheduled workday hours and/or where such time worked in a given week (Sunday through Saturday) exceeds 35 hours, the Employer will reimburse the employee up to the maximum of \$6/hour to cover costs of child care incurred as a result of this time worked, plus one hour transportation time at the same reimbursement rate per weekend day worked to defray the cost of child care.
- B. Nursing mothers shall have the right to nurse their children on the premises during their lunch hour. Employer agrees to provide screens.

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

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

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

#### ARTICLE 39 - COURT APPEARANCES

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

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

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

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

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

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

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

#### ARTICLE 40 - STAFF DEVELOPMENT COMMITTEE

A. Orientation Program:

1. Human Resources will provide orientation to each new employee within approximately two weeks of her/his hire on the following topics:

- a. personnel benefits
- b. office services

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

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

**B. Staff Development**

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

2. Staff development, as a responsibility of the Tuition Reimbursement Committee, will work with Human Resources to identify training priorities. The Employer will provide in each fiscal year a training account for Employee Training Programs. The sum in the training account shall be calculated by multiplying the number of employees covered by this Agreement by \$55.00. In the event that sum is insufficient for training, the Committee will appeal to Human Resources for more funds recognizing that training is an Agency priority.

3. Based on the Staff Development Strategy and its operational plans, each department shall provide sufficient resources in its annual budget to provide training for its staff in skills related to the execution of its employees' jobs as detailed in the approved job descriptions and consistent with department goals.

**C. Learning Tours:** The purpose of the learning tours is to enhance staff understanding of the Agency's mission, with particular emphasis on the work of its project partners. During each year of this Agreement, the Agency shall hold a lottery among the staff at all Agency offices in the U.S. for participation in learning tours. In total, two (2) staff members and two (2) alternates from all Agency offices shall be selected for participation. The senior management team will recommend the destinations for the learning tours, based on Agency priorities and will develop, along with the selected employees, itineraries for the tours. Learning Tours shall take place in countries with an Agency field program (including the United States).

Learning Tours shall not exceed ten (10) working days in duration. Eligibility for the lottery shall be restricted to employees who have not traveled overseas at the Agency's expense within the last three (3) years and have completed at minimum twelve (12) continuous months of employment at the Agency. In the event that the selected employee(s) are unable to undertake their Learning Tour during the year in question, an alternate shall be given the opportunity. Upon returning from her/his learning tour, the employee will give a briefing at a staff meeting to share observations and experiences.

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D. Tuition Program: The Employer hereby agrees to provide each fiscal year, in advance, the sum of three hundred (\$300.00) dollars multiplied by the number of employees in the bargaining unit as of the date of the commencement of the fiscal year less the amount in the fund remaining from prior years into a Tuition Program Trust.

1. The Tuition Trust Committee of the Union (comprising the Union members of the Staff Development Committee) will consider, as part of its guidelines for allocating funds, the Staff Development Strategy prepared by the Staff Development Committee.

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

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

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

E. Leave Time:

An employee may engage in the skill and knowledge development activities of the Trust on agency time up to the equivalent of two (2) working days per fiscal year, subject to the prior approval of the supervisor and agreement on exact dates and times.

An employee must use vacation, compensatory time or other leave for skill and development activities beyond the two (2) days subject to prior supervisory approval.

#### ARTICLE 41 - COPE FUND

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

#### ARTICLE 42 - PERSONNEL FILES

A. Upon written notice of at least one (1) week to the Employer, an employee will be given access to his/her personnel file, except for confidential references contained in the file. An

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employee shall be notified by the Employer before any material related to performance or conduct is placed into his/her personnel file in Human Resources. E-mail shall constitute appropriate notice.

B. The following persons will have access to the employee's personnel file: the employee's supervisor, the Department head, the President, members of Human Resources who need the information to perform their jobs, and the Employer's labor lawyer.

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

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

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

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

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

F. One year from the date of issue of a warning where there has been no related subsequent warning or related disciplinary action, an employee may request the removal of this warning except for a warning issued under Article 18E. The warning that is the subject of the request will be removed from the file only upon mutual agreement between the employee and his/her manager.

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

#### ARTICLE 43 - SUBCONTRACTING

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

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

#### ARTICLE 44 - PERSONAL WORK

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

#### ARTICLE 45 - COFFEE AND KITCHEN

Free coffee will be provided by the Employer. Some kitchen facilities will be provided by the Employer at its offices.

#### ARTICLE 46 - INCLEMENT WEATHER & EMERGENCIES

Any employee who is prevented from reporting for work or is released from work early because of a government declared emergency, or because of the closing of the Employer shall be paid in full for work time lost because of such emergency.

#### ARTICLE 47 -ACTIVITIES DURING NON-WORK HOURS

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

#### ARTICLE 48 - LIQUIDATION

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

#### ARTICLE 49 - MODIFICATION

It is specifically understood that this Agreement may not be modified without the written joint consent of the Union and the Employer.

ARTICLE 50 - SAVING CLAUSE

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

ARTICLE 51 - DURATION OF THIS AGREEMENT

This Agreement shall be effective November 1, 2007 and shall continue in full force and effect until October 31, 2011. This Agreement shall automatically be renewed from year to year thereafter, unless notification is given in writing by either party to the other, by certified mail, at least sixty (60) days prior to the expiration date of this Agreement, or any anniversary of the original expiration date, that changes in the Agreement are desired.

Signed this \_\_\_\_ day of December, 2007.

<u>OXFAM AMERICA, INC.</u>	<u>LOCAL 500, SERVICE EMPLOYEES; INTERNATIONAL UNION</u>
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ATTACHMENT A  
Salary Scale

The salary scale effective upon ratification of this Agreement shall be:

<b>Job Category</b>	<b>Min</b>	<b>Mid</b>	<b>Max</b>
1. Policy Advisors, Researchers, Press Officers	\$46,125	\$62,825	\$79,575
2. Organizers	\$37,800	\$47,925	\$58,050