

Collective Bargaining Agreement

between

Edible Schoolyard NYC and Communications Workers of America Local 1180

(subject to ratification by the bargaining unit)

Article 1- Recognition

- a) Edible Schoolyard NYC (herein "The Employer") hereby recognizes Communications Workers of America, on behalf of its Local 1180 (herein "The Union") as the exclusive and sole bargaining representative for all employees in the following unit: all full time and regular part time employees employed by the Employer, including: teachers, educators, program managers, garden managers, network school managers, coordinators, and assistants. Excluding: Executive Director, Senior Manager of Finance and Operations, VP Development & External Affairs, Senior Manager of Events & Engagement, Director of Programs & Education, Head Garden Manager, Evaluation Manager, Institutional Giving Manager, Individual Giving Specialist, other directors, vice presidents, senior managers, head managers, interns, temporary employees, the Newman's Own Fellow, and all other employees, guards and supervisors as defined in the Act.
- b) The Employer agrees not to negotiate concerning wages, hours and other terms and conditions of employment of personnel defined in 1(a) above with any other organization other than the Union for the duration of this Agreement.
- c) Should the Employer need to create a new title and/or new position at ESNYC that is not listed in either the inclusions or exclusions in 1(a) above, the parties shall meet to discuss whether or not the title/position should be placed in the bargaining unit.

Article 2 - Union Dues and Security

- a) The Employer and the Union agree that as a condition of employment, all employees within the scope of the bargaining unit and all future hires within the scope of the bargaining unit shall become members of the Union or agency fee payers within thirty (30) days following the effective date of this Agreement or within thirty (30) days of hire.
- b) All employees who become members of the Union shall remain members during the life of this Agreement.
- c) Upon receiving a signed statement from the Union indicating that an employee has failed to comply with the conditions of Article 2(a), said employee shall be terminated within 30 working days after the receipt of notification unless the employee has complied with the conditions of Article 2(a).

- d) Upon an employee's voluntary and written assignment, all dues for Union membership (or an agency fee in an amount equal to dues), as prescribed in the constitution and by-laws of the Union, shall be deducted in equal amounts from each payroll check of each member and remitted to the Union on a monthly basis. Such membership dues or agency fees shall be deducted from the employees' earnings in accordance with the Union schedule of rates.
- e) The permission to retain dues or agency fees shall be granted through the signing of authorization cards on a form approved by the Union.

Article 3 - Grievance Procedure

- a) Definitions.
 - i) A grievance is defined as any controversy or dispute arising between the parties hereto relating to any matter of discipline, wages, hours and working conditions, or any dispute between the parties involving interpretation or application of any provision of this Agreement.
 - ii) Days shall mean calendar days.
- b) General Procedures.
 - i) Meetings between the Employer and the employee and/or the Union regarding the processing of a grievance shall, when possible, be conducted during the hours of employment.
 - ii) The grievant and steward shall be excused from work with pay to participate in grievance-related meetings. Any necessary witnesses shall be excused from work with pay for the time required to aid in the grievance process.
 - iii) The time limits imposed upon either party during any step of this procedure may be extended by mutual oral agreement, and shall be confirmed in writing.
 - iv) All decisions shall be rendered in writing at each step of the grievance procedure.
 - v) The Employer agrees to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications, and records concerning the grievances.
 - vi) If the Employer does not respond within the time allotted, the grievance shall be considered unresolved and the Union may proceed to the following step. If the Union is untimely in bringing forward its grievance in either Step 1 or 2 below, the grievance shall be deemed waived.

- c) The steps of the grievance procedure shall be as follows:
 - i) Step 1: No later than sixty (60) days after the date on which the action giving rise to the grievance occurred or the grievant or the union should have become aware of the action or had knowledge thereof, the grievant, shop steward or the Union shall bring the grievance to the grievant's Program Director. The Program Director shall do their best to resolve the grievance and shall provide a response in writing within ten (10) days.
 - ii) Step 2: If the grievance is not resolved, it shall be reduced to writing and submitted to the Executive Director within twenty (20) days of the proposed Step 1 resolution. The Executive Director shall meet with the grievant and a Union representative within five (5) days of receiving the written grievance. The Executive Director shall provide a written response within five (5) days of the grievance meeting.

Article 4 - Arbitration Procedure

- a) If a grievance has not been resolved in either Step 1 or 2 of the Article 3 Grievance Procedure, the Union may, at its discretion, request arbitration in writing, to the designated Employer representative, within sixty (60) calendar days following the Employer response at Step 2 of the Article 3 Grievance Procedure. Failure to request arbitration within sixty (60) calendar days shall be deemed a waiver of the right to arbitrate the grievance.
- b) The Employer and the Union shall select an arbitrator by each proposing three (3) arbitrators, listed in order of preference, to the other party in writing within fourteen (14) calendar days from the date of the demand for arbitration. If there is a match, the parties shall select the arbitrator with the highest matching order of preference. If there is no match, the Employer and the Union shall confer within seven (7) calendar days to mutually select another arbitrator.
- c) If the parties cannot agree upon an arbitrator to fill the vacancy, either party shall have the option of using the procedures of the American Arbitration Association to appoint an arbitrator to hear a case
- d) The decision of the arbitrator shall be final and binding on the Employer, the Union and the bargaining unit employee(s) without either party waiving its right to a court review. The arbitrator shall have no authority to expand the grievance beyond the written grievance the parties have submitted for arbitration. The arbitrator shall only have the authority to determine whether a specific provision of this Agreement has been violated. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or imply things into the provisions of this Agreement, or impose upon any party hereto a limitation or obligation not provided for in this Agreement.
- e) The fees and expenses of the arbitrator, including transcripts (if transcripts are agreed upon), shall be shared equally by the Employer and the Union.

- iii) The Employer shall allow reasonable time off with pay for the Grievant and/or Union witnesses to participate in an arbitration for the length of the arbitration hearing.

Article 5 - Union Business

- a) Shop Stewards: The union shall designate shop stewards for the carrying out of union business. Shop stewards shall conduct such business in a manner not to interfere with the employer's operations.
- b) A representative of the Union shall have permission, only after providing advance notice to at least two representatives of the Employer and receiving confirmation from the Employer that such notice was received to visit the employment premises to ascertain compliance with this Agreement, investigate grievances, or conduct other Union business. Such visits shall not interfere with the operation of the Employer. If confirmation of receipt of notice is not received by the Union within 24 hours, the union representative can assume that the advance notice was received.
- c) The employer shall release no more than two (2) designated unit members from duty for the purposes of conducting union business or training, when notified at least two weeks in advance by a representative of the union. In such cases, the union will reimburse the employer for the wages of said unit members at their regular rate of pay. The release of the unit members shall not interfere with the operations of the Employer, and all good faith efforts will be made to ensure that regular programming activities (e.g. teaching) are not disrupted. Release time for these purposes for each designated unit member shall not exceed four (4) days per calendar year.
- d) Upon hiring a new employee into the unit, the Employer shall provide the shop steward and the Union representative with the new employee's name, title, hire date, rate of pay, phone number, email address, and mailing address.

Article 6 - Discipline and Discharge

No employees shall be disciplined or discharged except for just cause.

Article 7 - Labor Management Committee

- a) The Employer and the Union shall establish a Labor Management Committee (LMC), with equal representation of at least three (3) members appointed by each the Union and the Employer. The LMC shall have as its purpose to maintain communication between the parties, to address workplace issues, and to gain staff input on new Edible Schoolyard NYC initiatives.
- b) The LMC will meet to discuss issues surrounding flexibility of time off during the summer months. If no agreement is reached by January 31, 2021, then within 30 days representatives of CWA1180 may request a meeting with ESYNYC to bargain in good

faith over this issue.

- c) If, during the term of this contract, the Employer hires a temporary seasonal gardener, the LMC will meet to discuss whether or not the position is appropriate for inclusion in the bargaining unit. If no agreement is reached within 30 days of the initial LMC meeting, representatives of CWA1180 may request a meeting with ESNYC to bargain in good faith over this issue.
- d) The LMC shall meet as needed, no less than once per quarter. At request from either party, meetings may happen more frequently.
- e) Employees attending such meetings shall lose no pay if such meetings are held during their regularly scheduled work hours.
- f) The Union shall not waive its right to grieve and arbitrate issues which are otherwise grievable and arbitrable pursuant to the terms of this Agreement by raising such issues in the LMC.
- g) The Employer shall make a good faith effort to implement recommendations of the LMC.

Article 8- Layoffs

There shall be no layoffs, furloughs, or hours cut for employees through December 31, 2020. The Employer shall endeavor to provide the Union with as much notice as possible, but in any event no less than forty-five (45) days' notice for layoffs and thirty (30) days' notice for furloughs or reduced hours, should any of these be necessary. Upon giving notice, the Employer and the Union shall meet to bargain over the terms of any layoff, furlough, or reduced hours.

Article 9 - Health and Safety

ESNYC and the Union shall cooperate in maintaining a safe and healthy workplace.

Article 10 – Benefits

- a) During the life of this Agreement, in the event that the Employer proposes to amend any of the existing employee benefit plans, programs and/or policies, in a manner that affects benefits or privileges of employees represented by the Union, it will before doing so notify the Union of its proposal and afford the Union as much notice as possible but in any event a period of at least thirty (30) calendar days for bargaining on said proposal; provided however that no amendment may be made in the employee benefit plans, programs and/or policies which would reduce or diminish the benefits or privileges provided thereunder as they apply to employees represented by the Union without agreement with the Union.

- b) The parties agree that in the event the Employer offers a new or revised across the board benefit to employees outside of the bargaining unit that is greater than or in addition to a current benefit (e.g., cost of living adjustment, year-end bonus, professional development funds, vacation days, etc.), such benefit will also be applied to the members of the bargaining unit. The foregoing is not meant to limit the Employer's ability to make whole non-unit employees who received pay cuts in 2020.

Article 11 – Wages

- a) For any new hire into the unit on, or after, the effective date of this contract, the minimum base annual salary shall be as follows:
 - a. Teacher \$43,500
 - b. Program Manager \$51,000
- b) For all unit members currently employed as of the effective date of this contract, the minimum base annual salary shall be as follows:
 - a. Teacher \$ 45,000
 - b. Program Manager \$52,800
- c) Salaries for current bargaining unit members are set forth in Appendix A to this contract.

Article 12 - No Strike or Lockout

The Union, its officers, agents, representatives and members, shall not directly or indirectly authorize, assist, encourage, participate in or sanction any strike, boycott, or cessation or stoppage or interruption of work, during the term of this Agreement. The Employer agrees that it will not lock out Employees during the term of this Agreement.

Article 13 - Management Rights

All of the rights, functions and prerogatives of the Employer which are not expressly and specifically restricted or modified by one or more explicit provisions of this Agreement, are recognized as vested exclusively in, and retained by, the Employer, including but not limited to the right to select and hire all employees, to suspend, discipline or discharge them for just cause, to promote them to supervisory or other positions, to assign, transfer, supervise and direct all working forces, to determine the facilities, methods, means, equipment, procedures

and personnel required to conduct the workplace activities, and to exercise the other customary functions of the Employer for carrying on of its business and operations.

Article 14- Contract Term

This Agreement shall be effective from 12:00am on September 1, 2021 through 11:59pm on August 31, 2022.

For Edible Schoolyard NYC:

By: Shanon Morris

Shanon Morris
Executive Director

Date: 9/16/21

For CWA Local 1180:

By: Gloria Middleton

Gloria Middleton,
President, CWA Local 1180

Date: 9/14/2021