

## **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, Manager of Finance and Operations, VP Development & External Affairs, Manager of Events & Donor Engagement, Director of School Programs, Director of 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, in 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.
- f) 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**

1. **Just Cause.** No employees shall be disciplined or discharged except for just cause.
2. **Representation at Disciplinary Meetings.** During an investigatory interview that may result in corrective action, employees have a right to union representation. In the instance of a disciplinary process where both the supervisor and report are in the union (i.e., a Program Manager and Teacher), the union supervisor must get approval from a

non-union supervisor throughout the process to allow for an unbiased and fair process.

3. Steps of Progressive Discipline. The Employer and the Union recognize that ESYNYC has a Progressive Discipline Policy applicable to all ESYNYC staff, which is to be referenced in conjunction with this Article. To the extent there is any conflict between the Policy and the CBA, the CBA's terms will prevail.

ESYNYC reserves the right to escalate the disciplinary process outlined below or use any part it determines appropriate for the situation and, if necessary, terminate employment without implementing performance counseling and corrective action. The level of performance counseling and corrective action used will depend on considerations such as:

- Nature and severity of the issue
- Timing and frequency of previous issues
- The employee's overall performance

All steps of the disciplinary process must be documented. The Executive Director should be notified before implementing any written corrective procedures and receive a copy of the documentation.

Step 1: Verbal Warning

Step 2: Written Warning

Step 3: Final Written Warning

Step 3(a) (if applicable): Final Written Warning with Suspension

Step 4: Termination

4. Performance Improvement Plan (PIP). A PIP should be utilized in all cases, except those where the infraction is an egregious violation. The PIP shall be collaboratively created by the Employer and the Employee to identify reasonable, tangible, measurable milestones of improvement. The Employee's Supervisor shall make the final determination regarding the performance expectations and the overall plan. If the disciplinary procedure is initiated around the same time annual goal setting is completed, then the goal-setting document can be used as a form of the performance improvement plan.

#### **Article 7 - Labor Management Committee**

- a) The Employer and the Union shall establish a Labor Management Committee (LMC), with equal representation of at least two (2) 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.

- c) The LMC shall meet as needed, no less than once per quarter. At request from either party, meetings may happen more frequently.
- d) Employees attending such meetings shall lose no pay if such meetings are held during their regularly scheduled work hours.
- e) 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.
- f) The Employer shall make a good faith effort to implement recommendations of the LMC.

#### **Article 8- Layoffs**

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**

ESYNYC 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.

**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:

i. Teacher	\$50,000
ii. Program Manager	\$60,000
iii. Garden Manager	\$50,000
iv. Mobile Garden Educator	\$22-24/hr

- b) Effective July 1, 2023, each bargaining unit member shall receive a two percent (2%) wage increase.
- c) Salaries for current bargaining unit members are set forth in Appendix A to this contract.
- d) The Employer and the Union agree that the LMC shall continue to discuss how to formulate and implement a retirement plan for the organization. The LMC may not determine how to implement a retirement plan during the life of the contract.

**Article 12 – Paid Time Off**

**As of July 1, 2023** Bargaining unit members shall receive the following paid time off (PTO) in each fiscal year:

- a) In addition to the holidays, personal/sick and Summer Fridays listed below, Employees can take four (4) weeks of PTO throughout the fiscal year or in the summer. During the fiscal year, Employees can request a maximum of ten (10) PTO days, and up to five (5) consecutive PTO days at one time. During the summer, Employees are not permitted to take all four (4) PTO weeks, but can request up to a maximum of two (2) consecutive weeks at one time. The Employer reserves the right to schedule one summer week for operational planning purposes, during which time PTO will not be provided to employees.

- b) Seventeen (17) Employer-provided Holidays which includes the week in which Christmas Day falls.
- c) 8 Personal/ Sick days.
- d) Summer Fridays during the months of July and August for employees to receive early dismissal from work at 2pm.

All PTO requests must be requested in advance and pre-approved by a supervisor so as not to interfere with job-related obligations and to reduce any program disruptions.

### **Article 13 – Job Descriptions**

- a) The Employer shall maintain a written job description for each classification or title within the bargaining unit. Duties listed in the written job description are illustrative and are not to be construed as a limitation on work assignments or on the employee's freedom to voluntarily take on additional work, special projects, or professional development opportunities.
- b) All new hires in the bargaining unit shall receive the applicable written job description for their position during their first week of employment.
- c) In the event Employer modifies a current written job description, the Employer shall inform the Employee and a Union Steward about said change. At the request of the Employee, the Employer will meet with the Employee to review and discuss the changes or new job description. In said meeting the Employee may request additional compensation or a title change for the Employer to consider in good faith. The Employer is under no obligation to grant such request.
- d) Each member of the bargaining unit shall receive a copy of their written job description within ninety (90) days of the ratification of this Agreement.

### **Article 14 – Bargaining Unit Work**

In the event the Employer utilizes contractors, temporary employees and/or agency employees, it will do so in a manner that does not circumvent this Agreement, nor displace, erode or undermine the Union or bargaining unit work.

### **Article 15 - Non- Discrimination**

The Employer and the Union will comply with applicable Federal, State and City laws prohibiting discrimination against any employee on the basis of race, color, creed, national origin, ancestry, religion, sex, gender identity or gender expression, sexual orientation, age, political belief, active military service member, military status, veteran status, marital status, non-job-related medical condition, disability, immigration or

citizenship status, genetic predisposition or genetic information, domestic violence victim status, sex offense or stalking victim status, union activity, or any other characteristic protected by applicable law. All Employees shall possess authorization to work in the United States.

**Article 16 - 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 17 - 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 18- Contract Term**

This Agreement shall be effective from 12:00am on September 1, 2022 through 11:59pm on August 31, 2024.

For Edible Schoolyard NYC:

By: Shanon Morris

Shanon Morris  
Executive Director

Date: 1/3/23

For CWA Local 1180:

By: Gloria Middleton

Gloria Middleton  
President, CWA Local 1180

Date: 10/22/2022

**Appendix A**

**Salaries retroactive to July 1, 2022 for individual unit members are as follows:**

<b>Staff</b>	<b>Salary</b>
Jasmin Alim	\$60,000
Leonisa Johnson	\$63,000
Ryan Renaud	\$63,000
Paloma Jones	\$52,500
Cecilia Galarraga	\$52,500
Hannah Golub	\$50,000
Eliza Kamerman	\$50,000