

Agreement
Between
SouthWest Organizing Project (SWOP)
And
Communications Workers Of America
(CWA Local 7011- Albuquerque, New Mexico)

July 1, 2025 – June 30, 2028

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Preamble

As a social justice organization, SouthWest Organizing Project (Swop) is committed to providing to its staff better than living wages, comprehensive benefits, and fair conditions of employment. The relationship between the SWOP member organization and its staff should be one of collaboration, not conflict. The Executive Directors/ Co-Directors, Board of Directors and staff of SWOP are committed to working together to pursue the goals in the SWOP Mission Statement, as well as ensuring that the principles in the statement are applied to the organization's own employment practices.

Employees in the bargaining unit recognize that building a social justice movement and organizing our communities to realize social and economic justice, racial and gender equality is the organization's work and not limited by the job duties and descriptions. In order to fulfill the mission of SWOP, employees in the bargaining unit understand that due to the mission of SWOP and the needs of its members and the community, employees may be required to work long and irregular hours; to work on weekends and holidays and to work away from home for extended periods. Employees understand that working toward social justice will require the kind of dedication and sacrifice the founders of the organization demonstrated in the early years of SWOP.

ARTICLE 1

RECOGNITION

- 1.1 SouthWest Organizing Project recognizes Communication Workers of America as the exclusive bargaining representative in respect to rates of pay, hours of work and other terms and conditions of employment of all regular full-time employees of SWOP.

Temporary Employees, Contract Employees, Interns and Students

- 1.2 All temporary, contract, interns, or work-study students are not included in the bargaining unit.
- 1.2.1 The utilization of temporary employee (s), contract employee (s), or students shall be to support and/ or augment the current bargained-for-employees and not to replace them.
- 1.2.2 Student Placement – The parties recognize the existence of educational and social obligations to students regarding the provisions of temporary placement opportunities such as internships, training, and co-ops. Nothing int this Agreement shall preclude SWOP from providing temporary work opportunities.
- 1.2.3 The Union agrees to the placement of students on the following basis:
- a. The student is enrolled in a recognized educational institution and/ or educational program.
 - b. SWOP will provide the name of the temporary, contract, inter, or student employees, the stated objectives of the placement, and a description of the work the temporary, contract, interns or students will be involved in to the Union prior to commencing the assignment.
- 1.2.4 SWOP shall not engage temporary contract, interns or students to displace a bargaining unit employee.

ARTICLE 2
UNION SECURITY AND DUES CHECKOFF/
COMMITTEE ON POLITICAL EDUCATION (C.O.P.E.)
AND DUES DEDUCTION AUTHORIZATION CARD

- 2.1.1 All employees covered by this agreement shall be required as a condition of employment to become and remain members of the Union in good standing by no later than thirty (30) days after employment or thirty (30) days following the effective date of this Agreement, whichever is sooner. Tender of the periodic dues and initiation fees uniformly required as a condition of becoming and remaining a member of the Union shall be considered Union membership in good standing for purposes of this provision.
- 2.1.1(a) Upon date of hire, the local union representative shall be introduced if present, or if not present the name of the new hire employee shall be given to the local union representative. The Company will provide time for the union representative to complete a new hire Union orientation with said employee(s)
- 2.1.2 The employer agrees to deduct the amount of Union dues and initiation fees, as specified by the Union, from the wages of the employees who have executed a written authorization for check off of Union dues and initiation fees, attached hereto Article 2.3. Such dues and initiation fees will be forwarded monthly to the Union.

COMMITTEE ON POLITICAL EDUCATION (C.O.P.E.)

- 2.2.1 The Employer and the Union shall provide for a program and procedure (subject to payroll system capability) whereby eligible employees of the Employer may make voluntary contributions through payroll deduction to the Committee on Political Education ("COPE"), a separately segregated political action committee sponsored by the Union.
- 2.2.2 Eligibility to participate in contributions to COPE through the payroll deduction program is restricted to those employees of the Employer who are certified by the Union as eligible to participate under the Federal Election Campaign Act of 1971 and any applicable state laws.
- 2.2.3 Participation by any such employees shall be on a voluntary basis and employees shall be so informed by the person soliciting their participation on behalf of the Union.
- 2.2.4 Representatives of the Union may solicit participation of employees who are Union members on Employer premises, but such solicitation shall not occur during working hours nor in work areas. Any such solicitation shall be limited to small groups of employees and of short duration so as not to disrupt the workplace.
- 2.2.5 Employees wishing to participate must complete a payroll deduction authorization card available from a representative of the Union. The authorization card shall be in a form acceptable to the Employer. When completed by the employee, the authorization card will be forwarded by the Union to the payroll office appropriate for that employee. The Union will be responsible for satisfying its own requirements for record retention.

- 2.2.6 On a monthly basis, the Employer shall remit to the Treasurer of COPE the full amount of authorized deductions for the preceding month. In addition, the Employer shall transmit to the Treasurer of COPE monthly a list of contributors through payroll deduction showing the contributor's name and amount contributed.
- 2.2.7 Any employee's payroll deduction shall cease upon the occurrence of any of the following:
- (a) Termination of a participating employee's employment with the Employer.
 - (b) Retirement of a participating employee.
 - (c) Transfer of a participating employee out of the bargaining unit.
 - (d) Receipt in the payroll office of written notice to cancel contributions to COPE signed by the employee.
 - (e) Receipt in the payroll office of written notice from the Union that an employee is not longer eligible to participate.
 - (f) Leave of absence (unpaid) of a participating employee.
- 2.2.8 Except as otherwise provided herein, deductions shall continue for employees while receiving disability benefits, or while temporarily promoted to management.
- 2.2.9 Deductions shall not be made if the employee has insufficient earnings to contribute to COPE.

ARTICLE 3

MANAGEMENT RIGHTS

- 3.1 Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in SWOP.
- 3.2 Specific rights of management, but in no way to be constructed as a limitation, are the ability to:
 - 3.2.1 Determine programs to be rendered: determine SWOP's budget and budgetary process; manage- and maintain the efficiency of the operation.
 - 3.2.2 The Employer has the right to hire and direct the working force; discipline, suspend, or discharge employees for cause; promote, transfer, or lay off employee; and to make sure rules and regulations as the Employer considers necessary or advisable for the orderly and efficient conduct of its business. The Employer will review with the Union any rules and regulations changes with the Union prior implementing.

ARTICLE 4

NON-DISCRIMINATION

In carrying out its obligation under this Agreement, the employer shall not discriminate because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, religion, ancestry, material status, Union activity, political affiliation or disability.

ARTICLE 5

COMPLIANCE WITH LAW

Should any federal, State or local law or the final determination of any board of court or competent jurisdiction be in conflict with any provision of this Agreement, the provision so affected shall not be enforceable, but the remainder of this Agreement shall continue in full force and effect.

ARTICLE 6

NO STRIKE

- 6.1 The Union agrees there shall no strikes, work stoppages, sympathy strikes, slow-downs or other concerted disruptions with normal operations during the term of this Agreement or any extension or continuation of this Agreement.
- 6.2 Upon notification the Union shall take immediate steps to halt the strike, work stoppage, or other concerted disruption immediately. Should the Union fail to make a good faith effort to halt the strike, work stoppage or other concerted disruption, the Union shall be deemed to have violated this Article and SWOP shall be entitled to seek all remedies available.
- 6.3 SWOP may impose any level of discipline upon any Employee for violating this Article.

ARTICLE 7

PICKET LINES AND STRUCK WORK

No employee shall be required to perform work normally by a participant in a labor dispute, nor will any employee be required to cross a picket line in a bona fide labor dispute.

ARTICLE 8

DISCIPLINE

- 8.1 Disciplinary actions are defined as follows:
1. Written reprimands
 2. Demotions
 3. Suspensions
 4. Terminations
- 8.2 Disciplinary actions must include specific detail(s) of the allegation(s), nonidentifying statements from witness (if any), and provide all documents (if any) that will be used to support the proposed disciplinary action.
- 8.3.1 At any meeting between a representative of the Employer and an employee in which discipline (including reprimands, suspension, demotion, or terminations, which are going to be recorded in the personnel file, for just cause) is to be taken, a local union representative shall be present if the employee so requests.
- 8.3.2 If the affected employee did not request local union representation, and such action was taken, notice of the disciplinary action shall be given to the appropriate Local Union representative.
- 8.3.3 In the event an employee is terminated, suspended, demoted, or has a written warning put in their personnel file, a grievance may be filed in accordance with Article 9 of this agreement.
- 8.4 For the purposes of this Agreement, the following definitions apply:
- (1) A terminated employee is one whose service is involuntarily terminated from the employer for any reason other than layoff, resigned, retirement or death.
 - (2) A suspended employee is one who is prospectively prohibited by the Employer from working for a specified period of time for disciplinary reasons.
 - (3) Written Warning could result in further disciplinary action if the employees conduct or work does not improve.
 - (4) Demotion occurs when an employee is reduced to a lower classification and whose pay is also reduced as a result of inability to perform at the higher classification.
- 8.5 In order to assist the employee to improve the supervisor may work with the employee to create a "Plan for Improvement" that provides for additional supervision and clearly details the responsibilities of both the employee and the supervisor.

ARTICLE 9

GRIEVANCE PROCEDURE AND ARBITRATION

In the event of a dispute between the employer and the Union arising out of a violation, misinterpretation, and/or misapplication of a term or specific provision of this Agreement, the Union may file a grievance in the manner provided herein:

GENERAL

- 9.1.1 The Employer and the Union recognized the right of any individual employee or group of employees to present grievances to the employer. It shall be the objective of both the Employer and the Union to settle grievances formally or informally at the lowest step possible. If a settlement is reached informally, it shall be non-precedential and non-referable. Settlements to the grievance shall be in writing and signed by both parties.
- 9.1.2 The time periods under this Article may be extended by written, mutual agreement of the parties. Time limits will automatically be extended when either party is out of the office for a full day(s).
- 9.1.3 Both the Employer and the Union have the right to investigate the facts relating to a dispute between the parties and the Employer and the Union agrees to assist each other in the conduct of such investigations. On a case by case basis, the parties will provide to one another any requested documentation relevant to the dispute or issue raised in the grievance, subject to established policy, procedures or legal constraints regarding the protection of employee privacy.
- 9.1.4 Paid time for handling grievances: Management will arrange at times consistent with work requirements to meet with employees who are authorized local Union representatives to discuss grievances, for a reasonable period of time. The above time (including necessary travel time) for the local Union representative(s), as well as the employee or employees having the grievance, if spent during their scheduled working hours, shall be without loss of pay provided that no more than two (2) employees, including local Union representative, shall be eligible for paid time. When mutually agreeable, more than two (2) employees may be authorized to attend the grievance discussion without loss of pay.

GRIEVANCE FORMAT

- 9.2 Grievances which are filed must be typewritten/legible form and must contain:
- a) the name or names of the employees agreed,
 - b) the specific section or sections of this agreement which are claiming to have been violated and a brief description of the circumstances out of which it arose: and
 - c) the local unions proposed settlement.

GRIEVANCE PROCESS

Step One

- 9.3.1 The local Union representative must file a grievance with the supervisor or management representative who allegedly violated the contract within ten (10) work days after the event (s) giving rise to the grievance. The supervisor or management representative may designate who will hear the grievance.
- 9.3.2 The local Union and Employer shall meet within ten (10) work days after the grievance was filed. The Employer shall present its typewritten/legible response within five (5) work days after the grievance meeting. If the Employer's response is not presented within this time frame, the local union may proceed to the next step of this process.

Step Two

If the grievance is not resolved at Step One the Union may file an appeal to the Chair of the Board of SWOP within five (5) work days of receipt of the Employer's disposition at Step One. The board shall authorize a committee to hear the grievance. The committee shall meet within ten workdays of having received the grievance. The committee shall render a response to the Union within five (5) work days of the meeting.

- 9.3.3 In the event the grievance is not resolved at Step Two, the Union will have twenty one (21) work days to notify the Employer of their intent to appeal the grievance to arbitration.

9.4 ARBITRATION

- 9.4.1 The parties shall select an arbitrator by using either a name from the mutually agreed upon, standing list of arbitrators or from a panel provided by the Federal Mediation and Conciliation Services. If the parties are unable to mutually agreed upon the selection of the arbitrator; then each party shall advise the Office of Arbitration Services (OAS) of its order of preference by numbering each name on the panel and submitting the numbered list in writing to OAS.
- 9.4.2 The arbitration hearing shall be scheduled as soon as possible.
- 9.4.3 The arbitrator shall hear and accept pertinent evidence submitted by both parties and shall render a decision in writing to both parties within thirty (30) calendar days of the completion of the hearing.
- 9.4.4 The expense of the arbitration shall be borne equally by the employer and the union.
- 9.4.5 The arbitrator shall consider:

- a) The Collective Bargaining Agreement between Union and Employer, and the employer's internal policies and procedure.
- b) Just cause
- c) Where the Collective Bargaining Agreement and the employers policies and procedures are silent, common-sense fairness shall be applied.

9.4.6 The arbitrator's decision shall be final and binding on all parties.

9.4.7 The following shall not be arbitrable under this Article:

- a) termination involving employees still under probation.

9.5 Mediation

9.5.1 Upon mutual agreement of the parties Mediation may be utilized in an attempt to settle the grievance. The parties may utilize the services of the FMCS. The request for mediation may be made at any time during the grievance procedure.

9.5.2 Disciplinary grievances are not subject to mediation.

9.6 Union Internal Process

9.6.1 The Union shall notify the Employer in writing of its request for an extension for arbitration, and the Employer for the purpose of addressing the Union's internal process will grant the extension.

9.6.2 The Union shall notify the Employer if the internal appeal is denied or upheld. If the appeal is upheld the grievance will proceed to the arbitration process outlined in section four (4) of the agreement. If the appeal is denied, the Union will notify the Employer if the grievance is closed.

9.6.3 The Union understands that during this process the step two decision stands.

ARTICLE 10

WAGES/JOB CLASSIFICATION

10.1 Effective July 1, 2025 the following minimum starting salary of \$45,796.00 per year will be in effect for the classifications listed below:

1. Field staff - Organizers
2. Office Staff

Effective July 1, 2024, the minimum starting wage for part-time employees will be \$21.85/hour.

10.2 **General Wage Increase-** In accordance with article 19.2 of this Agreement, the classification in section one (1) will be open for discussion and modification for a general wage increase in April 2026 and April 2027.

Wage increase is contingent upon the budget

10.2 **Bonus-** The Employer will continue the practice of a year-end bonus based on the financials of SWOP. This bonus has to be approved by the SWOP board.

ARTICLE 11

PROBATIONARY EMPLOYEES

11.1 **Probationary Period:** Employees shall be hired on a probationary period for the First thirty (30) calendar days. Termination with cause is permissible during the probationary period and shall be subject to the grievance provision of this Agreement with the exception of Arbitration. For purposes of this Agreement, the employer agrees to credit current employees with seniority effective to their dates of hire.

11.2 **Performance Evaluation:** SWOP shall give an employee a written evaluation of her/his performance 15 days after the beginning of her/his probationary. Then again after her/his probationary period has expired.

11.3 After completion of the probationary period, Employees shall not be disciplined or discharged except with just cause, or due to a layoff due to SWOP's program needs.

ARTICLE 12

HOURS OF WORK

12.1 Workweek:

12.1.1 SWOP's work week begins on Monday and ends on Sunday. Full-time employees may be required to work forty (40) or more hours per week including evenings and weekends. All other employees are required to work the number of hours and at the times agreed upon with their supervisor.

12.1.3 Part time employees are not eligible for flex time. Part time employees shall be paid 1 ½ times their regular hourly wage for hours worked in excess of 40 in a work week.

12.2 Timesheets: Each employee, regardless of classification, will maintain a timesheet. It is the responsibility of the employee to present accurate timesheets to their supervisor twice each month according to the schedule in SWOP's policies and procedures, and any other required information. The employee shall not include as hours worked those hours taken for personal use, such as but not limited to lunch or doctor's appointments.

12.3 Reports: Each employee, regardless of classification, will provide reports on their work to SWOP using the reporting format outlined in the policies and procedures.

ARTICLE 13

PAID AND UNPAID LEAVE

- 13.1 The following holidays shall be designated as Paid Time Off (PTO), which shall be granted with no reduction in salary in accordance with the provision of this Article:

Holidays

- New Year's Day January 1
- Martin Luther King Jr.'s birthday (falling on federally designated day)
- Memorial Day (falling on federally designed day)
- Juneteenth June 19th
- Independence Day July 4th
- Labor Day (falling on federally designed day)
- Indigenous People's Day (2nd Monday in October)
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve December 24th
- Christmas Day December 25th

- 13.2 The SWOP offices shall be closed between Christmas Eve and January 1. Employees shall receive no reduction in salary during this time frame. If the office is closed for additional weeks at the discretion of the Executive Director/Co-Director with approval from the Board of Directors, employees shall have no reduction in salary in accordance with the provisions of this Article.

- 13.3 If any of the aforementioned holidays fall on a Saturday, the holiday will be the preceding Friday. If the holiday falls on a Sunday, the following Monday shall be considered the holiday.

- 13.4 In the event an Employee works on a holiday specified in the Agreement, an additional paid day off shall be taken.

13.5 Paid time off (PTO)

- 13.5.1 Upon employment, employees eligible for benefits shall accrue PTO at the rate of 1.5 days per month for the first year. Beginning with the date of hire, employees will accrue paid time off (PTO), with a pro-rated benefit for a partial beginning month. After sixty (60) days of employment, the employee will have five (5) PTO days added

Upon Completion of the first year of employment, employees will receive a full twenty-four (24) days at the beginning of each year. A max of five (5) PTO days may be carried over to the following year.

Employees must request in writing for PTO days from third direct supervisor. Requests of time off exceeding three (3) days are to be submitted two weeks in advance. Approval is conditioned on ensuring the work of SWOP isn't hindered by the employee's absence.

Part-time employees will be paid their PTO at a max of thirty (30) hours per week or six (6) hours per day.

- 13.5.2 Employees who resign, are laid off, or terminated will be paid out any remaining PTO time, prorated for partial months worked, and minus any outstanding money owed to SWOP.
- 13.6 **Bereavement Leave** An Employee, suffering a death in his/her immediate family shall be allowed up to three (3) working days leave from work with pay at the regular rate. Members of the immediate family are defined as parent or step-parent, sibling, spouse, child or stepchild, domestic partner, grandchild, grandparents, mother-in-law, father-in-law, or other members of the employee's household. Should an employee need additional time they may request PTO or unpaid leave.
- 13.7 **Personal Leave without Pay**: Employee may be granted extended leaves of absence without pay, not to exceed ninety (90) days for valid reasons.
- 13.8 **Maternity/ Paternity/ Adoption Leave**
- 13.8.1 Once paid maternity/Paternity/Adoption leave have been exhausted per the SWOP Personnel Policies, Employees may take an additional twelve (12) weeks of unpaid leave and /or use accrued leave. Leave in total may not exceed 16 weeks. Employees may request the use of telecommuting and working from home during the first month of returning to work after a birth or adoption. In no circumstances may these provisions interfere with the employee's execution of their job responsibilities. Additional time shall be approved on a case-by-case basis as needed .
- 13.8.2 Upon return to work, the employee is entitled to return to her/his original position.
- 13.8.3 Any leave must be utilized during the first twelve (12) months after the birth, adoption, or foster care placement of a child. During any paid or unpaid Parental Leave, the Employer shall maintain the current level of healthcare benefits and the Employee will accrue seniority. While on unpaid leave, employees do not accrue vacation or sick time, nor will they receive employer-paid retirement fund contributions. Employees are guaranteed reinstatement to the same job at the same rate of pay including contractual increases.
- 13.9 **Jury Duty Leave** - Employees who are called to serve on jury duty at the federal, state, or local level, will receive full pay for the days served. The employee will remit payment given by the courts for jury service to SWOP. Employees who are "on call" for jury duty are to report to work as usual until they are required to attend jury duty itself.
- 13.10 **Sabbatical**
- 13.10.1 Eligible employees may be granted a two-month pay sabbatical leave of absence after completion of each continuous seven-year period of service, for purpose of reflection. There shall be seven year intervals between sabbaticals before another sabbatical shall be considered. If a sabbatical is approved then the scheduling of paid sabbatical leave will be by mutual agreement of the Executive Director/Co-director and the employee based upon the needs of the organization and the ability to accommodate the employee's absence during the requested time period. All efforts shall be made for this sabbatical to occur within one (1) year of the sabbatical having been requested. The employee understands that the sabbatical will be scheduled in light of other eligible sabbaticals and leaves of absence. The leave may be combined with another leave of absence of employees' accrued time off; however, the total time off for both the paid sabbatical and other lead may not exceed three consecutive months.

- 13.10.2 The maximum paid sabbatical leave at any given time is two (2) months. The paid sabbatical leave must be taken at one time, and may not be split up into increments. Health insurance benefits are continued and employees all accrued vacation and sick leave during this time period.
- 13.10.3 An employee may request an extension of a sabbatical leave on an unpaid basis, without benefits or accrual of time off and other benefits. The request for an extension must be made no later than the effective date of the paid sabbatical leave. Approval of an extension is at the discretion of the Executive Director/Co-Directors.
- 13.10.4 The employee's position shall be available to the employee upon return from the paid sabbatical leave of absence.
- 13.10.5 An employee who does not return to work for at least six months after her/his sabbatical shall reimburse SWOP for the wages and insurance premiums paid by SWOP, unless the employee is medically unable to return to the duties of her position. Such condition shall be verified by a medical certification.
- 13.11 A doctor's certificate may be required for absences of five (5) or more consecutive days if the employee is unable to work because of illness.
- 13.12 Union Leave- If an employee is selected to perform work for the Communication Workers of America, including conventions and conferences, the employee shall be granted reasonable time off by mutual agreement, without pay, to conduct union business.

ARTICLE 14

BENEFITS

HEALTH, DISABILITY AND 401K

14.1 **Health Insurance** - SWOP will provide a health insurance plan for all employees who work 40 or more hours per week. SWOP management and operations staff will form a labor/management committee to review the insurance plan on an annual basis for the organization. The Union will appoint at least two members to the committee. The committee will discuss the health insurance plan and make adjustments that:

1. Ensure the insurance plan is the best planned possible given the annual budget constraints. All staff of the organization shall be covered by the same insurance plan.
2. Include medical and dental insurance. Include short and long-term disability insurance provisions at the discretion of the committee and on an annual basis, based on budget constraints.
3. Include a provision for a SWOP fund in addition to the insurance plan that helps employees defray the cost of deductibles, copays, and/or alternative health remedies not covered by the insurance plan. This fund will be evenly divided among employees to be capped at \$750.00 per employee per year. The employee may utilize the designated annual fund amount for themselves or their dependents.
4. Ensure all insurance and associated costs to the organization fits within SWOP's annual budget for health and disability insurance.

14.2 **Disability**

14.2.1 If an employee who is unable to work due to short or long-term disability must provide documentation from her/his medical provider that the employee is unable to work and the employees anticipated date of return.

14.2.2 Disability premiums shall not increase the cost of health insurance budget.

14.2.3 **Short term Disability Benefit:** If the labor/management committee agrees to provide short-term disability insurance in a given fiscal year, any employee who is absent from work due to illness or a non-job related disability shall receive short-term disability payments after a waiting period of seven continuous calendar days has been satisfied. This benefit will be available upon receipt of a physician's verification of the illness or disability. The employee may use accumulated annual leave or unpaid leave to offset the loss in salary of the initial waiting period. Employee fringe benefits will continue to be provided during the period of short-term disability. The employee may return to their current position at any time during the short-term disability period.

- 14.2.4 Long term Disability Benefit:** If the labor/management committee agrees to provide long-term disability insurance in a given fiscal year, after an employee's short-term disability benefits are exhausted, long-term disability insurance benefits may be triggered if the employee qualifies for such benefits, i.e. medical provider verification and any other plan requirements/restrictions. Benefits will continue to be provided to employee for up to 90 days of long-term disability. After 90 days such benefits will cease. The employee may return to work during the long-term disability period for up to 270 days. However, the employee will not be guaranteed that they may return to their original position after their short-term disability benefit period has passed.
- 14.2.5 401K Retirement Account:** SWOP provides a 401K plan to their employees. SWOP will make a contribution to eligible employees 401K plan in the amount of 5% of an employees' salary. Eligible employees may voluntarily make a contribution up to 10% of their salary in their 401K plan which will be deducted from their regular paychecks. SWOP will match the voluntary contribution up to 3% of the employees' salary.

ARTICLE 15

REIMBURSEMENTS

- 15.1 To be reimbursed for a business-related expense, employees must submit a receipt and a description of the purchase to SWOP within thirty (30) days of purchase. Receipts submitted more than thirty (30) days after the date of purchase will be reimbursed only with approval of their supervisor. All purchases and reimbursable expenses must be approved ahead of time by their supervisor.
- 15.2 **Travel Policy:** All staff, as part of their conditions of employment, will on occasion travel both in state and out of state. All travel conducted on SWOP's behalf by an employee must be approved in advance by their supervisors. Employees traveling on business have the responsibility to ensure that their travel expenses are appropriate and reasonable. Travelers should use good business judgment and common sense at all times.
- 15.2.1 **Lodging:** When traveling on SWOP's behalf, employees may receive lodging either in private homes or in commercial enterprises, depending on the circumstances of the travel. All costs of lodging will be paid in advance by the organization. It is the responsibility of the employee to arrange the lodging and to ensure the organization pays for the lodging in advance. In cases in which the lodging is not paid in advance, the employee will receive full reimbursement for lodging costs from SWOP. All those costs require the presentation of a receipt.
- 15.2.2 **Meals:** Employees shall be paid a per diem for separate meal periods as established by Federal Guidelines-U.S. General Services Administration (GSA) while performing duties and/or functions on behalf of SWOP. If meals are provided as part of a hosting party, request should only be made to cover the cost of meals that the employee pays out of pocket.
- 15.2.3 **Miscellaneous Expenses:** Employees will be provided reimbursement for one checked luggage when traveling by air. Taxi and other transit fees necessary to the reason for the travel will be reimbursed upon presentation of a receipt.
- 15.2.4 **Mileage:** Employees may request mileage reimbursement for the use of their personal vehicle during the course of carrying out SWOP related business. Mileage reimbursement must be approved in advance by their supervisor. Mileage incurred from traveling to and from work and home is not eligible for reimbursement. The mileage rate will be tied to the federal rate and reviewed annually.
- 15.3 **Fees and Honoraria:** When staff members consult, lecture, counsel, or advise outside individuals or organizations on behalf of SWOP, all fees, donations, or cash honoraria must be paid to SWOP.

ARTICLE 16

LAYOFF AND RECALL

- 16.1 Layoff shall occur in reverse order of seniority within the bargaining unit. Seniority is defined as time as a permanent employee. Seniority for part-time permanent employees shall be calculated on a pro-rata basis.
- 16.2 On July 1st each year the Employer shall provide the union with a seniority list of the bargaining unit.
- 16.3 Lay-off: A four (4) week notice of layoff or four (4) weeks' pay in lieu thereof shall be given and releasing a regular employee from employment. This does not apply to terminations or resignations) In addition the regular employees shall be given on an Involuntary Separation Payment (ISP) as follows;
- a) Two weeks of salary for every year work, not to exceed a total of 8 (eight) weeks.
 - b) If the lay-off involves one employee the Employer shall provide Six months of health care benefits at the current level. The employee is required to inform SWOP if he/she is able to obtain health care benefits from another source without any additional cost to the laid-off employee (i.e. Medicaid, UNMH, partner, spouse). The laid-off employee is required to actively pursue other health care options and shall provide proof of application or notice of ineligibility within the first two weeks of lay-off (i.e. copy of an application, notice of appointment to any of the above or evidence of ineligibility) if such information is not provided, without good reason, the employee may risk loss of health insurance benefits.
 - c) Should a lay-off occur of more than one employee the Union and the Employer shall negotiate regarding health care benefits. Should there not be sufficient resources to provide health care the Employer shall provide the necessary financial documents as evidence.
- 16.4 A laid off employee shall retain recall rights based upon seniority for a period of one (1) year.
- 16.5 During the one-year period it is the employee's responsibility to keep SWOP informed of any changes in the employees contact information.

ARTICLE 17

STAFF DEVELOPMENT

- 17.1 The Employer shall be responsible for providing orientation to new employees.
- 17.2 The Employer shall make funds available for staff training and development opportunities.
- a) The employee shall request writing a training or development opportunity and the related cost (travel expense and cost of training, if any) to the ED/Co-Directors.
 - b) During the employee evaluation the employer and employee may identify the need for particular training and development. The process to pursue opportunities related to the need for additional training will be documented in the evaluation.
 - c) The employer may assign the employee to represent the organization at identified network convening's, movement gatherings, conferences, meetings or other events.
- 17.3 All training or development opportunities must be approved by the Director/Co-Director. If the training and development opportunity is denied by the Employer, the Director/Co-Director Employer will review the employee the reason why the opportunity is being denied.
- 17.4 Employees are responsible for pursuing any grants and scholarships that might be available to cover the cost of attending opportunities they identify.
- 17.5 The employee will provide a written report to the Employer detailing the way in which the knowledge gained with the impact their work and share with others in the organization to strengthen the work.

ARTICLE 18

PERFORMANCE EVALUATIONS

18.1 Purpose and Goals

18.1.1 Employee performance shall be evaluated on a yearly basis. The purpose of performance evaluation is to discuss the employee's performance and set goals and expectations for the following year. Management may utilize performance evaluations on a more frequent basis if the employee is experiencing difficulty meeting job expectations and goals.

18.1.2 The evaluation shall include, but is not limited to:

1. Evaluating the Employee's work of the previous year in order to provide clear communication as to strengths and weaknesses, maintain or improve overall effectiveness of performance.
2. Delineating specific goals and establishing steps for achieving these goals.
3. Providing a fair comment accurate, written record of the work of each employee.
4. Reviewing and amending the Employee's job description, as necessary;
5. Set goals and expectations for the following year;
6. Identify training and development opportunities needs.

18.2 Evaluation Time Frame: Evaluation shall be completed within 30 days of the employee's anniversary date of hire.

18.3 Procedures for Evaluation: Thirty-days (30) prior to the employee's anniversary date the Director/supervisor shall send the employee SWOP's evaluation packet. The Employee and the Director/Co-Director(s) or supervisor shall then have three (3) weeks fill out the evaluation forms and gather the necessary material as specified in subsection below.

18.3.1 The Supervisor shall gather the following materials for use in the evaluation meeting:

- a) Most recent job description;
- b) The prior year's performance evaluation;
- c) The supervisor's complete evaluation form(s);
- d) Any materials which the supervisor wishes to include in the process including information regarding the employee's performance, solicited or unsolicited, provided by individuals impacted by the employee's work.

18.3.2 The Employee shall gather the following materials for use in the evaluation meeting:

- a) The Employee's completed self-evaluation form;
- b) Any supplementary materials which the Employee wishes to include in the evaluation.

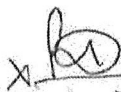
- 18.3.3 The supervisor and the Employee shall exchange copies of all these materials at least one (1) week prior to the evaluation meeting, and they shall review these materials before the evaluation meeting. Failure of the Employee to gather her/his materials shall not delay the evaluation meeting, unless mutually agreed to by both parties.
- 18.4 **Evaluation Meeting:** The supervisor is responsible for scheduling and can convening the evaluation meeting. A good faith effort shall be made to schedule the meeting at a mutually convenient time. Discussion in this meeting shall focus on purposes outlined in Section 1. The supervisor shall be responsible for taking notes during the evaluation meeting. To insure accuracy, these notes shall be read back at the end of the meeting with an opportunity for the Employee to suggest changes and/or additions.
- 18.5 **Written evaluation:**
- 18.5.1 The employee shall be provided with a final written evaluation. If the employee disagrees with the evaluation she/he may include written objections and attached them to the evaluation.
- 18.5.2 The employee may sign the evaluation to acknowledge receipt.
- 18.5.3 The evaluation shall be kept in the employees personnel file along with other relevant documents used in the evaluation.

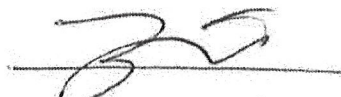
ARTICLE 19


TERMINATION AND RENEWAL

- 19.1 This collective bargaining agreement shall be in full force and effect from 1st of July 2025 through midnight the 30th of June 2028.
- 19.2 Negotiations for modification, renewal or extensions of this agreement may be initiated by either party no later than sixty (60) days prior to its expiration.
- 19.3 This Agreement shall be open for wages and benefits only in the month of April 2026 and again in the month of April 2027.
- 19.4 Either party may also open two articles during the month of April 2026 and 2027.

In witness whereof, the parties hereto acting by and through their duty authorized Representatives, have executed this Agreement and agree to be so bound.

X 
Bheira Ugalde (current Board President)


George Luján, Executive Director


ROBERT GONZALES
PRESIDENT CWA/UE LOCAL 7011

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In witness whereof, the parties hereto acting by and through their duly authorized Representatives, have executed this Agreement and agree to be so bound.

CWA President/IUE Local 7011 (Robert Gonzales)

SWOP Board President (Bheria Vgalde)

SWOP Executive Director (George Lujan)

LETTER OF AGREEMENT

Re; Joint Strategic Planning and Redesign Committee

June 26, 2022

Erik Rivera and Steve Tafoya:

During the 2022 Bargaining for SWOP, we discussed the changes at SWOP due the departure of senior staff and the impacts of COVID-19 on the workplace.

As we discussed these matters, we reviewed some recent history which we were able to be amicably resolve our concerns and issues. We discussed during 2016 bargaining we were able to create the CFO's job function and correct a "wage disparity" issue.

As for the bargained-for job function of CFO and Office Manager, CWA is proposing to extend the employment of a Contract Employee for an interim period of time in accordance with the CBA.

CWA reviewed three (3) reasons for an interim Contract Employee for the bargained-for job function of CFO.

1. To evaluate the current job duties of the CFO, Development Coordinator, and Office Manager and proposing realignment of job duties to fit the current needs of SWOP.
2. To evaluate if a member of the current Bargaining Unit is able to perform the job duties of CFO outlined in the proposed agreed to job brief CFO.
3. To have the Contract Employee to perform the bargained-for job duties of CFO with the assistance of a member of the Bargaining Unit.

The CWA proposes a Joint Strategic Planning and Job Redesign Committee. The CWA and SWOP will appoint two members each of this committee. In addition, CWA local 7011 and SWOP Executive Boards will appoint a representative of their respective Executive Boards to the committee. The Committee will discuss and resolve issues for all job titles, functions, and for flow at SWOP.

The Committee will meet no later than August 31, 2022 to start the process of Strategic Planning and Joint Job Redesign

The Joint Strategic Planning and Job Redesign Committee shall meet regularly and issue quarterly progress reports or as needed, to CWA and the board of SWOP.

The understanding final approval of any agreement to resolve these issues will be approved by members of the Union bargaining unit and the Board of SWOP. It is

further understood the interim Contract Labor CFO will work with the Joint Job Redesign Committee.

After careful review of the stated reasons for SWOP utilizing a Contract Employee for an interim period of time and with a clear understanding the CFO and Office Manager job duties and functions will remain part of the Bargaining Unit, and the restructure of job duties will not diminish the current scope and pay of the job duties of the CFO or Office Manager; the CWA will occur with the hiring of a Contract Employee for an interim period of time not to exceed one year from the date of hire of the Contract Employee. The interim period of time can be extended with mutual of agreement between CWA and SWOP.

I. Paid Sick Leave – New Mexico Healthy Workplaces Act

SWOP adheres to the New Mexico Healthy Workplaces Act and is committed to supporting a healthy workplace. Starting on July 1, 2022, in addition to the other paid leave provided, all employees shall begin to accrue paid sick leave (“Paid Sick Leave” or “PSL”) that may be used for the reasons specified below. New employees hired after July 1, 2022 will begin accruing PSL on their first day of employment.

Every employee will accrue PSL at a rate of one (1) hour for every thirty (30) hours worked and such PSL may be used immediately upon accrual. Employees who are exempt from the overtime requirements of the FLSA shall accrue PSL assuming that they work forty (40) hours in each work week unless their normal work week is less than forty (40) hours, in which case PSL will accrue based on their normal work week.

All accrued but unused Paid Sick Leave shall carry over from year-to-year. During every calendar year, from January 1st through December 30th, an employee may use up to sixty-four (64) hours PSL. Upon separation of employment SWOP, employees shall not be entitled to any payment for any accrued Paid Sick Leave. If the employee is rehired at SWOP within twelve (12) months of separation of employment, all accrued but unused PSL will be reinstated, and an employee may immediately use such PSL and will also immediately begin to accrue additional PSL. Further, in the event of a transfer or succession of the company's ownership/operation, employees shall retain all accrued but unused Paid Sick Leave.

Employees may accrue Paid Sick Leave for the following purposes;

- The employee’s own physical or mental illness, injury, or health condition, including for medical diagnosis, care, treatment and preventative medical care;
- To care for the employee’s family members (defined as the employee’s spouse, domestic partner, child, parent, grandparent, grandchild, sibling, spouse/domestic partner of a family member, or other person with such close family relationship);
- To attend meetings at the employee’s child’s school or place of care related to the child’s health or disability; or

- For necessary absences due to domestic abuse, sexual assault, or stalking regarding the employee or employee's family member, as further defined by the Healthy Workplace Act.

Employees may take Paid Sick Leave in increments of one (1) hour request for Paid Sick Leave may be made to the Executive Director and may be written or verbal. Planned absences from work must be requested in advance as far as possible, but at least one week in advance. In the case of an unexpected absence, employees must notify his/her direct supervisor/Executive Director as soon as practicable under the circumstances. When possible, requests for Paid Sick Leave should include the expected duration of the leave absence.

Upon request, employees must in a timely manner provide reasonable documentation supporting the use of Paid Sick Leave for the use of two (2) or more consecutive work days. All information provided relating to the reason (s) for taking such leave shall be treated as confidential, kept in a separate file from other employment information, and not disclosed except with permission of the employee or otherwise as necessary for validation processes for insurance disability claims, accommodations consistent with the Americans with Disabilities Act, as amended, as required by the Healthy Workplace Act, or as otherwise required by Court order.

SWOP strictly prohibits and will not tolerate any retaliation against employees relating to the use of Paid Sick Leave or for raising concerns relating to violations of the Healthy Workplaces Act. Employees have the right to file a complaint with the Labor Relations Division of the New Mexico Workforce Solutions Department if the employee believes that she/he has been the subject of retaliation or has been denied paid leave for purposes covered by the Healthy Workplaces Act. The department may impose civil penalties including fines for any violation of the Healthy Workplaces Act.

Questions regarding paid leave or this policy should be directed to the Executive Director.

DUES DEDUCTION AUTHORIZATION CARD

Print Name (Last, First, Middle)

Social Security Number

Address

City

State

ZIP Code

AUTHORIZATION OF DEDUCTION FROM SALARY

EQUIVALENT OF UNION DUES - CWA

I hereby authorize SouthWest Organizing Project to deduct each month from my salary or wages, sickness or accident disability payments, or vacation payments, except half pay disability payments, the amount equal to regular monthly Union dues as certified to the Employer by the Secretary-Treasurer of the Communications Workers of America. This authorization is voluntarily made and is neither conditioned on my present or future membership of the Union, nor is it to be considered as a quid pro quo for membership. Each amount so deducted shall be remitted by the Employer to the Secretary-Treasurer of the Communications Workers of America or their duly authorized agent. If for any reason the Employer fails to make a deduction, I authorize the Employer to make such deduction in a subsequent payroll period. This authorization shall continue in effect until cancelled by written notice signed by me, and individually sent by certified or registered mail to the Employer and to the Union, postmarked during the ten (10) calendar day period prior to each anniversary date of the current or any subsequent Collective bargaining agreement, or during the ten (10) calendar day period prior to the termination date of the current or any subsequent Collective Bargaining Agreement.

Union membership dues and agency fees are not deductible as charitable contributions for Federal income tax purposes. Dues and agency fees, however, may be deductible in limited circumstances subject to various restrictions imposed by Internal Revenue Code.

Employee Signature (in ink)

Date

Tel. No.

2025 Wage/Job Classification Scale

Name	Position	2025 Wages
Juan Reynosa	DEPUTY DIRECTOR	\$77,575.00
Loren Gomez	YJC ORGANIZER	\$51,319.00
Darla Perez Chavez	OFFICE MANAGER	\$45,796.00
Amanda Gallegos	YOUTH ORGANIZER	\$54,119.33
Yahaira Carreras Cubillas	GENDER JUSTICE ORGANIZER	\$52,500.07
Joe Stacy	ARRIBA NM ORGANIZER	\$55,669.10
Mikyle Gray	COMMUNICATIONS ORGANIZER	\$53,507.49
Alheli Canton-Garcia	EJ ORGANIZER	\$48,085.80
Zia Martinez	FJ ORGANIZER	\$47,803.32
Janelle Astorga Ramos	DEVELOPMENT ORGANIZER	\$51,941.82
Sonai Perez	GRANTS ADMINISTRATOR YCJ	\$54,525.70
Anton Becker Stumpf	GARDEN MANAGER	\$45,796.00
	YJC/AJ4Y	per hour
	YJC/AJ4Y	per hour
	PFTH(Garden)	per hour
	PFTH	per hour
	PFTH	per hour