

Sassafras Tech Collective / CWA Local 7250

COLLECTIVE BARGAINING AGREEMENT

Article 1: Agreement

1.01

THIS AGREEMENT is made and entered into this day of 2023-10-13, by the workers of Sassafras Tech Collective (hereinafter called "the Company"), through their duly authorized representatives, Communications Workers of America (hereinafter called "the Union").

1.02

This agreement must be governed by, construed, and enforced in accordance with the laws of the United States of America in the State of Michigan.

Article 2: Duration

2.01

This agreement shall remain in full force and effect from 2023-10-13 to 2024-10-12, and shall continue in force and full effect from year to year thereafter until a new agreement is negotiated.

2.02

Either party may, on 10 clear days notice in writing, require the other party to enter into negotiations for renewal of this agreement within a period of not less than 60 days, nor more than 90 days prior to the expiry date, and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to secure such renewal.

Article 3: Recognition

3.01

The Company recognizes Communications Workers of America Local 7250 as the exclusive bargaining agent for all workers covered by this agreement.

Article 4: Jurisdiction

4.01

The jurisdiction of Communications Workers of America Local 7250 includes all functions of the Company. There is no aspect of the Company that the Union is excluded from having influence over.

Article 5: Union Security

5.01

The Company agrees to employ only members of the Union to perform all work within the jurisdiction of the Union.

5.02

All present workers who are or become members of the Union shall remain members of the Union in good standing as a condition of continued employment.

5.03

All workers hired after the date of this agreement shall become and remain members of the Union as a condition of employment. The Company shall inform new workers of the requirements of this section.

5.04

Recognized Union representatives will be granted reasonable access to Company records, communication platforms, and physical spaces (if applicable) during normal business hours for the purposes of conducting their responsibilities.

5.05

No Union representative shall be subject to any disciplinary action by the Company and/or their representatives for any act in performance of their duties as union representative.

Article 6: Union Rights and Activities

6.01

Upon the receipt of a written authorization from a worker, the Company shall deduct from the worker's pay an amount equal to monthly Union membership dues which shall be deducted in a fixed amount each pay period in an amount certified by the Union in writing. The Company shall accept such a written authorization whether submitted in hard copy or through a secure online form with digital signatures.

The Company shall remit the aggregated amount to the Union on a monthly basis along with a monthly statement within 10 days of the close of the calendar month.

6.02

The monthly statement will be sent in electronic format including the following information for all workers in the bargaining unit on file:

- Preferred first name, last name, and middle initial (when applicable)
- Amount equal to dues deducted
- Amount deducted for the CWA Political Action Fund (PAF)
- Payroll ID or other unique identifier that is consistent across all data requests
- Rate of pay
- Job classification or title

- Reporting location
- Mailing address, including city, state and ZIP
- Hire date
- Personal email address
- Personal phone number
- Birth date
- Status (Active, FMLA, Leave of Absence, Resigned, Retired, Died, etc.) with notation of members who have left the unit due to terminations, transfers or promotions.

In addition, the statement will include bargaining unit workers for whom the Company has not made a deduction in an amount equal to dues with an appropriate explanation (i.e., “on leave,” “no shifts worked,” etc.). The statement will note or explain changes such as new hires, pay increases, leaves of absence, returns from leave, change of address, termination of employment, etc.

6.03

Within 1 week after the hiring of a new worker, the Company will furnish the Union, in electronic format, with the information listed above.

The information listed above will be taken from Company records or databases including, but not limited to, supervisory and Human Relations records and databases, and will be furnished on a timely basis; however, the Union recognizes that errors and delays may occur.

6.04

Once authorized, payroll check-off shall be irrevocable for a period of one year and automatically renewed each year thereafter, except that authorization may be withdrawn by the sending of a written notice to both the Union and Company by registered mail within 14 days before (A) the annual anniversary date of the worker’s authorization or (B) the termination of the applicable collective bargaining agreement between the Company and Union, whichever occurs sooner.

6.05

Upon the receipt of a written authorization from an worker, the Company shall deduct from the worker’s pay voluntary contributions to the CWA Political Action Fund (“CWA-PAF-PCC”). Deductions shall be made only in accordance with the provisions of and in the amounts designated in said form for so long as they remain in effect. The Company shall accept such a written authorization whether submitted in hard copy or through a secure online form with digital signatures.

The Company’s obligation to make such deductions shall terminate automatically upon the termination of the worker who signs the authorization, upon written request, or upon their transfer to a job or location not covered by this Agreement.

6.06

Workers may discuss Union-related topics and engage in Union activities without restriction, including on Company software, on Company property, and on Company time. Workers may solicit other workers to join the Union.

6.07

The Company will ensure all new workers coming under this Agreement to have at least 1 hour during their Company orientation period or during regular working hours to meet with Union representatives for the purpose of orienting the new worker to the terms of this Agreement and furnishing the new worker(s) with information about the Union. Time spent during the scheduled work period for each worker will be considered time worked.

Article 7: Struck Work

7.01

The Company agrees that no worker covered by this collective agreement will be asked to execute work received from or destined for offices where a strike is in progress.

7.02

The Company agrees that no worker shall be required to conduct business with institutions and companies on the Palestinian BDS National Committee's Boycott, Divestment, and Sanctions (BDS)¹ list as described in Addendum A. BDS extends to cultural and academic institutions that fund or represent the existence of apartheid Israel complicit in the violation of international law through the ongoing oppression and occupation of Palestinian people. In accordance with BDS guidelines, nothing in this Article is intended to target individuals of any background, but rather institutions, organizations, and companies.

Workers shall notify the Company in writing when they believe or learn that their business activities would require objectionable work with a company on the BDS list.

7.03

The Company agrees that workers covered by this agreement have the right to participate in campaigns and events that support BDS, including but not limited to petitions, protests, and sympathy strikes, and shall not be disciplined or discharged for this activity.

7.04

The Company agrees that workers covered by this agreement have the right to participate in campaigns and events that support strikes by other industry unions (including picket lines, solidarity funds, or other actions) and shall not be disciplined or discharged for this activity.

Article 8: Hours and Related Conditions

8.01

A day's shift shall consist of any work done that day by a worker for the company. Work can be done physically or remotely and is limited to a four day work week. A full-time worker is expected to work between 23 and 28 hours per week.

¹ <https://bdsmovement.net/get-involved/what-to-boycott>

8.02

The Company agrees that workers have the right to safe and humane working conditions, including but not limited to: sufficient breaks throughout the day as needed for food, rest, exercise, accessibility, and wellness; a reliable internet connection; paid time off for sickness and rest; adjustments to work schedules for rest and wellness; adjustments to work schedules for Union-related activities.

8.03

Workers are entitled to additional compensation for hours worked beyond a full-time workload ("extension time") or for hours worked outside typical business hours in that worker's local timezone as required by client needs and emergency support ("support time").

8.04

The Company agrees that no worker covered by this collective agreement shall be disciplined or discriminated against for refusal to work additional hours ("extension time").

8.05

The Company agrees that workers covered by this agreement have the right to take leave for sick leave, care leave, bereavement, religious practice, or disability. Further, workers are obliged to take a minimum of 12 days of leave per year.

Article 9: Shortage of Work, Reconciliation & Firing

9.01

In the event that the Company is unable to meet its financial obligations because of lack of available work, workers are entitled to reassignment to other projects. If no other projects are available, workers will not have their salary reduced without their consent. The opportunity to ask for consent to reduce wages can only be initiated at an emergency financial meeting.

9.02

The Company agrees to keep at least 3 months of full operating expenses as liquid cash in its checking or savings accounts. An emergency financial meeting may only be called if these balances dip below that threshold or are predicted to fall below that threshold within 90 days.

9.03

Workers shall be disciplined or discharged only for Just Cause as described by the 7 tests below:

- **Fair Notice** - The company may not discipline a worker for violating a rule or standard whose nature and penalties have not been made known.
- **Prior Enforcement** - A worker may not be penalized for violating a rule or standard that the company has failed to enforce for a prolonged period.
- **Due Process** - The company must conduct an interview or a hearing before issuing discipline, and must take action promptly. Once assessed, discipline may not be increased.
- **Substantial Evidence** - Charges must be proven by substantial and credible evidence.

- **Equal Treatment** - Unless a valid distinction justifies a higher penalty, the company may not assess a considerably stronger punishment against one worker than it assessed against another known to have committed the same or a substantially similar offense.
- **Progressive Discipline** - When responding to misconduct that is short of egregious (very serious), the company must issue at least one level of discipline that allows the worker an opportunity to improve.
- **Mitigating and Extenuating Circumstances** - Discipline must be proportional to the gravity of the offense, taking into account any mitigating, extenuating, or aggravating circumstances.

Article 10: Technological Change and Retraining

10.01

In the event of introduction of new software, languages, systems, tools, or processes, the Company agrees that it will not lay off any workers when there is work within the jurisdiction of the Union for which the worker can further their training, without first affording the worker the opportunity of such training.

10.02

The Company agrees not to require workers to use AI tools, including but not limited to ChatGPT and GitHub CoPilot. Instead, workers will defer to human labor instead of AI where possible. For the purposes of this contract, "AI tools" refers to computational models that generate code or content (e.g. Large Language Models, Natural Language Processing, machine learning).

10.03

Open source libraries, languages, and frameworks will be prioritized wherever possible. The Company will hold clients responsible for the cost of managing open source contributions on code repositories where appropriate, including but not limited to responding to community comments and bug reports, integrating community pull requests, and maintaining documentation.

10.04

The Company assumes all reasonable costs for software and equipment that facilitates safe and sustainable work, including but not limited to ergonomic equipment such as mice, keyboards, chairs, desks, and joint braces.

10.05

The Company will ensure that workers have the right to portfolio their work to other prospective employers, unless such work falls under an existing confidentiality agreement.

The Company will ensure that workers have the right to reuse code and other work created at Sassafras in other client projects, unless such action would be in violation of an existing client contract.

10.06

The Company will not issue non-compete agreements to workers at any time.

Article 11: Wages, Compensation, Benefits and Classifications

11.01

All workers shall receive an annual salary not less than \$88,000. All workers shall receive the same salary. Workers' salaries shall increase annually by at least 4% or the US Social Security Administration's Cost of Living Adjustment (COLA), whichever is higher. This raise will be effective January 1st of each year.

11.02

Workers at Sassafras fall into one of the following categories:

Worker Member (Class I): A full "Worker Member" of Sassafras Tech Collective, LLC. This means they are also owners of Sassafras Tech Collective, LLC with the rest of the Worker Members.

Non-Member Worker (Class II): Any worker who is not a "Worker Member" of Sassafras Tech Collective, LLC. This includes "Prospective Members." This means they are not co-owners of Sassafras Tech Collective, LLC.

11.03

The Company will pay 100% of health insurance, dental insurance, and vision insurance premiums for workers and their dependents.

11.04

Workers will have the right to opt out of all retirement plans. If a worker opts out of a retirement plan, they may opt to receive that same amount in the form of additional compensation. For example, an employer may offer a 2% salary contribution to a retirement plan. If a worker opts out entirely, they will be entitled to additional compensation of 2% of their salary.

11.05

Payment of wages shall meet all of the following criteria:

- (1) received in cash or check or direct deposit.
- (2) received every two weeks, or twice monthly.
- (3) received not more than 18 calendar days after the end of the pay period.

In case wages are not paid as set forth in this agreement, work may thereby cease until such wages are paid. Under the terms of this agreement, such action on the part of the members of the Union shall not be construed as a strike.

If wages are more than 18 calendar days late, affected workers shall receive 2% of the wages owed per late month as additional compensation.

11.06

The Company agrees that all client contracts will include, by default, a requirement for a deposit equal to the expected income in the minimum termination notice period in the contract.

11.07

If the Company (via member decision by Class I workers) decides to distribute patronage, all Class II workers shall receive a bonus equivalent to the patronage amount received by each Class I worker.

11.08

The Company shall provide a stipend of at least \$400 per year as general reimbursement for office furniture and equipment. The Company shall provide reimbursement for 50% of a single line on a phone bill for the worker, if that phone is used for work, up to \$100 per month. The Company shall provide reimbursement for 50% of a high speed internet connection for the worker, if that connection is used for work, up to \$100 per month.

These stipends and maximums will increase annually by the same percentage as wage increases.

11.09

The Company will provide reimbursement for all expenses incurred during work-related travel, including public transportation, car rentals, hotel stays, parking fees, and airfare.

Article 12: Safe Working Environment

12.01

The Company shall prioritize worker health and well-being, especially working remotely during a global pandemic and climate crisis, especially workers who may be disproportionately impacted due to factors beyond their control, such as socioeconomic status, ability, etc.

12.02

All workers have the right to work in an environment that promotes equal opportunities and respect. Harassment, bullying, and other inappropriate conduct at work or in work-related settings will not be tolerated.

12.03

Sexual harassment is prohibited. Sexual harassment includes harassment on the basis of sex (self-identified or perceived), sexual orientation, gender, gender identity, or gender expression. Sexual harassment includes unwelcome or unwanted sexual attention, sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature, intentional or repeated misuse of gendered language, or other offensive behavior directed toward a worker.

12.04

Harassment is prohibited and will not be tolerated. Workplace harassment includes unwelcome conduct, including verbal, visual, or physical, that may be based on an individual's identity (self-identified or perceived), such as sexual orientation, race, color, ancestry, citizenship status, national origin, religion, age, physical or mental disability, medical history or status, gender identity or expression, transgender status, marital status, pregnancy status, body size, political views, education, carceral history, housing status, veteran status, or domestic violence victim status that unreasonably interferes with an individual's work performance or otherwise creates an intimidating, coercive, hostile, or offensive working environment. Bullying or similar conduct that unreasonably intimidates, degrades, or humiliates a worker, even if such conduct is unrelated to a worker's membership in a protected group, will not be tolerated. The Company shall not tolerate the demeaning or minimizing of workers' health needs or access needs.

12.05

The above prohibitions apply not only to verbal and in-person communications, but also to email, digital messaging, and other forms of communication. The prohibitions may also extend to postings on personal blogs and other forms of social networking if seen by or containing messages about colleagues or others with whom we work. The prohibitions apply not only in the workplace, but also to work-related settings, such as off-site meetings, business trips, and business-related social functions. In some cases, conduct outside of the workplace and/or unrelated to a work event may also be cause for action.

The Company is responsible for swiftly addressing conditions in client collaborations that violate the terms in this Article (by intervention with client or ending the client relationship via the procedure described in Article 14).

Article 13: Union Laws

13.01

The Company agrees to respect and observe the conditions prescribed by the Constitution and Bylaws of the Union not in conflict with this agreement and the General Laws of the Communications Workers of America Local 7250.

Article 14: Grievance Procedure and Mediation

14.01

A "grievance" is defined as any difference or dispute between the Company and the Union or its members concerning the interpretation, administration, or alleged violation of this bargaining agreement. The individual(s) who bring forward a grievance are termed "grievant(s)".

Grievant(s) may alert the Union of a grievance within 6 months of its occurrence.

14.02

If the above step is taken, with the consent of the grievant, the grievance will be taken up between the Union Steward and one or more Company representatives. Grievant(s) have the

right, but not the obligation, to attend these meetings. In the event of failure to resolve the matter in dispute within 12 working days, a representative from CWA Local 7250 shall be called in to seek an amicable resolution. The desired resolution or redress shall be initially defined by the grievant(s) in collaboration with Union Steward(s) and representative(s), and may change during the course of this Procedure.

14.03

Should no settlement of the dispute be reached between the parties within a further 12 working days, the Company will engage a source of external support to mediate.

14.04

The source of external support will be agreed upon annually by the Union membership. In the event the chosen source is not willing or available to mediate a dispute, an alternative must be contacted within 8 working days.

14.05

The parties agree to the use of a single source of external support. Any decisions made through this process shall be final and binding on both parties, and cannot alter or amend this bargaining agreement in any respect. All costs for external support will be borne by the Company.

14.06

All time spent in handling grievances shall be conducted during regular business hours. Any time limits referred to in Article 14 may be extended by mutual consent between the Company and the Union.

14.07

Grievances may be retracted at any time by the grievant(s).

14.08

The Union will notify the Company of the Union Stewards. The Stewards will be the primary point of contact between the Company and the Union in the case of grievances.

Addendum A

The Palestinian BDS National Committee is encouraging consumer boycotts of the below products and brands as of October 2023. This Addendum is not intended to limit boycott and divestment activities only to companies on this list.

- Hewlett-Packard
- Siemens
- AXA
- Puma
- Israeli Fruit and Vegetables
- SodaStream
- Ahava
- Sabra

