



GROUNDSWELL
FUND

**Groundswell Fund
&**

Communications Workers of America, AFL-CIO

CWA

**Collective Bargaining Agreement
Negotiated in Good Faith by the Parties
October 7, 2024 to December 31, 2026**

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PREAMBLE

This collective bargaining agreement (“Agreement” or “CBA”) is entered into between Groundswell Fund (“Employer” or “GF”) and Groundswell Workers United (“GWU)/ Communications Workers of America, Local 9415 (“Union” or “CWA”) (collectively, “parties”).

ARTICLE 1: RECOGNITION

Groundswell Fund (“Employer” or “GF”) recognizes Groundswell Workers United (“GWU”) / Communications Workers of America, Local 9415 (“Union” or “CWA”), as the exclusive collective bargaining representative in accordance with applicable federal labor law for the following Bargaining Unit of Groundswell Fund employees:

The Employer’s full-time and regular part-time employees, excluding temporary employees; and supervisors, managers and confidential employees as defined by the National Labor Relations Act.

The term “employee,” when used in this Agreement, refers to a Bargaining Unit employee unless otherwise specified or the context requires otherwise.

A list of Groundswell Fund job classifications within the recognized Bargaining Unit as of the Effective Date of this Agreement is included below and in Appendix A to this Agreement.

- Donor Relations Manager
- Foundations Relations Manager
- Program Officer
- Capacity Building Trainer
- IT Manager
- Family Foundations Manager
- Lead Program Officer
- Program Associate
- Program Assistant
- Program Manager
- Lead Communications Manager
- Donor Relations Assistant
- Foundation Relations Assistant
- Operations Manager

ARTICLE 2: NON-DISCRIMINATION AND ANTI-HARASSMENT

The Employer and the Union agree that they will not discriminate against any employee by reason of race, color, creed, caste, sex, pregnancy, childbirth, chest feeding and related medical conditions, gender (including gender identity and gender expression), religion, marital or family status, domestic partner status, age, national origin including physical, cultural, or linguistic characteristics or marriage to or association with persons of a national origin, sexual and reproductive health decisions, immigration status, race inclusive of traits historically associated with race, including, but not limited to, hair texture, hair type, and protective hairstyles, physical, mental, and/or non-visible disabilities, history of disabilities, medical condition (including cancer and genetic characteristics), genetic information, sexual orientation, citizenship, military service and veteran status, domestic violence victim status, arrest or conviction record, HIV/AIDS, height, weight/body size, source of income, credit history, union and political affiliation and activity that does not otherwise conflict with the lawful mission and purpose of the Employer, and/or any other characteristic protected by state or federal law or local ordinance. Provided, however, that nothing in this provision is intended to prevent the Employer from complying with obligations under applicable law.

Harassment for purposes of this Article is conduct that creates an intimidating, hostile or offensive work environment, or may otherwise unreasonably interfere with an employee's work performance.

The parties are committed to maintaining a work environment that is free of discrimination and harassment. This includes, but is not limited to, harassing conduct by employees, managers, supervisors, contractors, interns, volunteers, vendors, and suppliers. Reports of harassment or discrimination will be promptly and thoroughly investigated by the Employer as required by law. In any case where a GWU/CWA bargaining unit member is alleging harassment and/or discrimination by the Employer, no person or persons who are accused of or implicated in the alleged harassment and/or discrimination will conduct or supervise the conduct of any part of the *CBA* investigation. Where an occurrence of harassment or discrimination is found, the Employer will promptly take appropriate action.

Any alleged violation of this Article may be raised through the grievance procedure as outlined in Article 17.

ARTICLE 3: SAVINGS CLAUSE

If any provision of this Agreement shall be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision shall be restrained by any tribunal, the remainder of this Agreement shall not be affected,

and the parties shall enter into negotiation for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

ARTICLE 4: [SUCCESSORS AND ASSIGNS](#)

This Agreement will bind the signatories hereto, their successors and assigns.

ARTICLE 5: [BLUEPRINT PLANNING](#)

Groundswell Fund regularly formulates a multi-year “Blueprint.” In an effort to meet Groundswell Fund’s organizational values on pace, capacity and reproductive justice, the parties to this Agreement agree to a good faith collaborative labor-management review and input on the “Blueprint Planning Process.”

The parties further agree that GWU may make recommendations on the final draft of the strategic plan document, and that Groundswell Fund’s management will take any feedback or recommendations directly to leadership for consideration before a final version of the plan is sent to the Board.

ARTICLE 6: [MANAGEMENT RIGHTS](#)

This Agreement reflects the mutual interests of the parties, including their shared goal of supporting Groundswell Fund and its staff in serving Groundswell Fund’s constituents and community.

The Parties recognize and acknowledge that the Employer reserves and retains all management rights and prerogatives not expressly limited or modified by a specific provision of this Agreement. The Employer’s exercise of or failure to exercise any management right, prerogative or function in any given circumstance shall not be deemed a waiver, limitation or modification of the Employer’s management rights and prerogatives.

Groundswell Fund’s management rights include the management and direction of Groundswell Fund’s employees, including the right to determine appropriate staffing levels; to establish lawful policies and procedures; to establish reasonable work standards and rules; to determine the methods, procedures, location, type and scope of work, services and hours of operation; to hire, discipline or discharge bargaining unit employees for just cause; to assign, transfer, layoff, and promote employees; subject to the employees' contractual rights and privileges expressly set forth in this Agreement.

ARTICLE 7: [NO STRIKE, NO LOCKOUT](#)

It is the mutual intent of the parties that the procedures set forth in this Agreement shall serve as a means of peaceful settlement for all disputes that may arise between them. Therefore, during the term of this Agreement:

- Groundswell Fund will not engage in any lockout of its employees; and
- neither the Union, nor any of its members, officers, agents, employees, or representatives, nor any employee covered by this Agreement, shall engage in, take part in or encourage, solicit, or cause another to take part in, any strike, walkout, slowdown, sympathy strike, or other work stoppage at Groundswell Fund.

The Employer may discipline any employee who violates this provision. In the event of a violation of this No Strike/No Lockout Article by bargaining unit employees, the Union agrees to use its best efforts to induce employees engaged in a strike, work stoppage, or other conduct in violation of this Article to return to work and/or immediately cease such conduct.

ARTICLE 8: [BULLETIN BOARDS](#)

As Groundswell maintains no physical offices, there are no physical bulletin boards in the workplace. The Union may communicate with Bargaining Unit employees via email addressed to their Groundswell work email addresses. The Union may also offer an online Digital Bulletin Board / Newsletter / private Union Slack channel at their sole discretion. Any Union communication on Groundswell's email or Slack systems is subject to Groundswell IT policies and IT director control.

Union Bulletin Board material posted using a Groundswell system shall normally include the following:

- Notices of Union recreational and social affairs;
- Notices of Union elections, appointments, and results of Union elections;
- Notices of Union meetings;
- Other factual notices, information and announcements concerning official business of the Union.

Such Union material shall be posted and/or removed only by an official Union representative or person designated by an official Union representative.

ARTICLE 9: [COMMITMENT TO UNION LABOR](#)

The Employer has a strong commitment to organized labor and the collective bargaining process. Hence, the Employer will endeavor to give preference to unionized or worker cooperative contractors/vendors where feasible, provided such commitment is not otherwise in conflict with applicable federal labor law.

ARTICLE 10: [PERSONNEL FILE](#)

Upon written request from an employee, the Employer shall provide a copy of the employee's personnel file within 15 business days from the request. No reasonable request shall be denied.

ARTICLE 11: [UNION SECURITY AND DUES](#)

1. Union Security:

It is a condition of employment of each employee covered by this Agreement that the employee become and remain a member of the Union in good standing no later than the thirtieth (30th) day following either the effective date of this Agreement, or the date first employed under this Agreement, whichever is later. The provisions of this Article (including any reference to Union membership in good standing) shall be interpreted, implemented and administered in accordance and consistent with applicable provisions of federal and state laws.

The condition of employment specified above shall not apply during periods of formal separation from the bargaining unit by any such employee but shall reapply to such employee on the thirtieth (30) day following the employee's return to the bargaining unit.

The term "formal separation" includes transfers out of the bargaining unit, removal from the payroll, and leaves of absence of more than one (1) month in duration.

2. Payroll Deduction of Union Dues

- a. The Employer agrees to make deductions of applicable amounts of monthly Union membership dues, including assessments, authorized arrearages (a.k.a. back dues and fees), and initiation fees, or of non-member agency fees, hereinafter referred to collectively as "dues," from the pay of an employee upon receipt of a dues deduction authorization card or form, signed by such employee, in accordance with the terms of such authorization. The Employer will make such deductions each payroll period and will pay over to the Union the amounts thus deducted no later than ten (10) days after the end of the preceding month during which deductions were made. Dues deductions will begin as soon as possible after receipt of the signed authorization card or form in accordance with the Employer's normal payroll procedures.
- b. If, for any reason, the Employer fails or is unable to make the authorized deduction from pay in any payroll period, the Employer will deduct the accumulated authorized deduction in an ensuing payroll period or periods, provided the employee's pay is sufficient to do so. In case the accumulated amount exceeds

the amount of authorized deductions, the deductions shall be made in an ensuring payroll period or periods at up to four (4) times the authorized amount until the accumulated amount is deducted.

- c. When an employee is granted a leave of absence, any authorization for deduction of dues shall be automatically suspended during the employee's leave. Such suspended authorizations shall be automatically resumed when an individual on leave is returned to payroll.
- d. When an employee who has authorized the Employer to deduct Union dues is temporarily promoted or transferred to a non-bargaining unit position for a period of one (1) full week or more, the dues deduction authorization will continue in effect until the temporary promotion or transfer exceeds four (4) full weeks. If such temporary promotion or transfer exceeds these four (4) week periods, any authorization for the deduction of Union dues shall be automatically suspended. Should the temporary promotion or transfer be terminated and the employee returned to a bargaining unit position, dues deductions shall be automatically reinstated without requiring a new authorization form from the employee.
- e. The rate or amount of the dues deduction for all employees, for any job title and wage classification, may be changed by the Union notifying the Employer in writing of the dues change. Following formal notice from the Union, such change in dues rate or amount will be deducted from employees' future wage payments in accordance with the employee's written authorization and the Employer's regular payroll practice.

3. Information Regarding Implementation

The Employer and the Union shall meet for the purpose of determining what information can reasonably, easily, and without causing additional expense other than minimal expenditures, be provided by the Employer to the Union for purposes of implementing this Article and how such information shall be transmitted.

The information listed above will be taken from the Employer records and will be sent to the Union with the dues collected no later than ten (10) calendar days after the end of the preceding month during which deductions were made.

4. Indemnification

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer in complying with this Article.

ARTICLE 12: SUBCONTRACTING/WORK PRESERVATION

Both the Union and Employer are interested in prioritizing regular, full-time employment and career path positions at Groundswell. When the Employer believes that specific and/or compelling business reasons exist to engage temporary or contract workers for work functions customarily assigned to Bargaining Unit employees, the Employer will notify/advise the Union and the LMC as to the substance, duration, and other relevant descriptions of those positions/activities. Such notice will be supplied by management as early as it is known, but no later than two-weeks prior to any hiring of temporary or contract workers.

If the Employer hires temporary workers as employees on a W-2 basis to perform work historically and customarily performed by employees in the bargaining unit, they will be included in the CWA bargaining unit, but may be released from employment at the end of their temporary assignment or contracted period without recourse to the grievance arbitration procedure.

ARTICLE 13: LABOR MANAGEMENT COMMITTEE

The parties will establish a Labor Management Committee (LMC) consisting of two (2) representatives selected by the Employer and two (2) representatives selected by the Union. Agendas for LMC meetings will be mutually agreed upon by both parties and the meetings will be co-facilitated by the Union and Employer. The Committee will meet on a schedule agreed to by the parties, but not less than quarterly. Designated LMC representatives will be allotted paid release time from work, including for reasonable pre-meeting and post-meeting preparation and follow-up.

It is a best practice and intention that members of the LMC engage in a trusting environment/working relationship, to the best of their ability.

The LMC shall not have decision-making power, but may make recommendations by consensus to the Chief Executive Officer, Board of Directors, and/or Union. Following the Labor Management Committee Meeting, where a consensus is not reached on an agenda item, the Employer will provide a written response to any pending agenda items within 20 business days. The LMC is not authorized to bargain collectively, shall not have authority to adjust grievances under this Agreement, and shall not have authority to amend or supplement this Agreement or any provision thereof.

The Labor Management Committee, by mutual agreement of the parties, may study and discuss any topics of interest to the Committee, including but not limited to:

- Organization-wide policies and operations
- Diversity and equity in hiring and retention

- Developing a workplace culture free from anti-blackness, racism, sexism, ableism, and other forms of oppression
- Discussions of other strategies to advance equity and inclusion in the workplace
- Other topics as identified

Nothing stated in any LMC meeting or in the minutes of any LMC meeting can be used by either party in the grievance/arbitration process or any other legal proceeding.

Except as the parties may mutually instruct the LMC, the Committee will be responsible for determining in its discretion when and how to report to the organization as a whole.

ARTICLE 14: SENIORITY

Seniority shall be measured by the employee's total length of employment with Groundswell Fund.

When making promotions and hiring, the principle of seniority shall govern in selecting among candidates who are equally qualified in all other respects.

When an employee has had a prior paid position with the Employer and left that employment, upon the employee's returning to employment with Groundswell Fund in a Bargaining Unit position, such prior employment time shall be credited to the employee's total seniority.

ARTICLE 15: PERFORMANCE EVALUATIONS

A. Evaluations in General

Evaluations are a place for learning, accountability, and mutual respect and growth between a supervisor and team member. Performance evaluations are intended to be a continuation of ongoing 2-way feedback that is part of regular weekly check-ins.

Groundswell Fund will invest in annual training for both managers and staff in receiving and giving feedback. Its aim is to promote the mission of the organization by fortifying the skills and leadership in all participants involved. This is one practice of rigor.

Performance evaluations are to be written down and done annually for every employee. Except in the case of a new employee in which case, an evaluation should be done after the probationary period. They shall include a 360 evaluation by the supervisor of the employee and up to three team members who work closely with the employee who will submit written evaluations prior to the evaluation meeting. A copy of completed evaluations will be given to the employee and their supervisor forty-eight hours before

the review meeting. During the annual evaluation meeting, staff and their supervisor should hold conversations about the staff member's work over the past year based on the agreed work plan from the previous year. These conversations will encompass a discussion about the staff's overall performance and give supervisors and staff members an opportunity to reflect on the last year of work together, progress toward goals, successes, challenges, the supervisor/staff relationship, and discuss feedback from peers.

Annual evaluations will occur in the third quarter so that we can reflect on results against annual objectives to date and make recommendations that have budget-related implications (such as professional development requests and merit raises) that align with Groundswell's annual budget process and timeline.

The evaluation process is a maximum of an eight-week process.

- The employees and supervisor have three weeks to identify and agree on up to three team members most closely impacted by the employee's performance to complete and submit a written evaluation. In the absence of a timely agreement, Groundswell's Human Resources Department may determine who the additional peer reviewers will be.
- An additional five weeks to coalesce team members evaluation, complete their own, and complete the employee's manager evaluation.
- The eight weeks will culminate in a review meeting, where both manager and employee will present their evaluations.

The substance of bargaining unit employees' annual or periodic performance evaluations shall not be subject to the Grievance / Problem Resolution Procedure (Article 17) of the CBA.

CBA disciplinary provisions are structured so that there is no adverse personnel action without just cause/progressive discipline.

An employee can invoke NLRA Weingarten rights in the event that an interaction suddenly becomes an interrogation with potential disciplinary consequences. The CBA does not purport to waive that legal right.

Every bargaining unit employee will have the opportunity to review their immediate supervisor through the 360 evaluation and will be submitted to Groundswell's Human Resources Department. The employee's immediate supervisor will receive a copy of the employee's review of the supervisor when the supervisor sends their 360 evaluation. These reviews may be considered by the Human Resources Department as a part of that team member's annual or periodic evaluation. The format for such annual review will be

determined by Groundswell Management with feedback from GWU.

The evaluation process may be an indicator of a merit increase but in no way precludes or is associated with a team member's ability to access COLA in any given year.

ARTICLE 16: JUST CAUSE, EMPLOYEE COUNSELING AND PROGRESSIVE DISCIPLINE

An employee has the right to have representation by a Union Shop Steward or Union representative in any meeting with the Employer which is investigative in nature and could lead to disciplinary action (up to and including discharge) being imposed upon the employee, or in any meeting at which the Employer announces its imposition of discipline. If the employee requests that the Union Shop Steward or Union representative not be present, the Employer will notify the Union representative of the nature of such discipline immediately after the employee has been advised.

No Bargaining Unit employee will be disciplined or discharged without just cause. Discipline will normally be corrective in nature and will conform to generally accepted principles of progressive discipline, with the exception of serious misconduct. Discipline may be in the form of a verbal reprimand, a written reprimand entered into the Employee's personnel file, a suspension without pay, or a discharge. Prior to each step of discipline, a shop steward and employee will be notified. All disciplinary meetings will be standalone meetings and the Union will be provided at least a 48-hour notice of the meeting.

If the employer asks an employee to sign a document to acknowledge its receipt, an employee may indicate that they refused to sign, and such refusal alone will not subject the employee to discipline or further discipline.

For avoidance of doubt, the Parties recognize that supervisory feedback, coaching, counseling and other similar interactions with an employee, and paid leave initiated by the Employer, are not disciplinary action.

Employee Counseling

Prior to entering any step of progressive discipline, the employee will be counseled by their supervisor following a minor offense or infraction. This will be done in an effort to eliminate possible misunderstandings and to identify what constitutes good performance. In any instance where the Employer does not initiate one of the formal steps of discipline, as outlined below, the counseling will not be considered as disciplinary action, but as an effort to avoid the need for disciplinary action and will be noted on the file as "employee counseling." Any employee counseling session should be recorded on a standardized form (through check-in meeting document) with input from all parties, to record mutual accountability and understanding.

Progressive Discipline

There are four (4) levels of progressive discipline used at Groundswell, any one of which may be entered into, depending upon the circumstances and severity of the problem. Only in the case of egregious acts should step I and step II be skipped.

1. Documented Verbal Warnings

The supervisor will help the employee develop a solution to improve performance to the appropriate level. Verbal warnings, if documented, will be presented to the employee and stewards by their supervisor.

2. Written Warnings/Three Strikes

The employee will meet with their supervisor and will be presented with a written notice of corrective action a.k.a. written warning. A written warning is designed to make sure that the employee is fully aware of the misconduct or performance problem, including the degree of seriousness and the consequences to the employee if the problem is not corrected. The written warning will include specific support as named by the employee, goals and a time frame for employee improvement and maintaining / sustaining that improvement. A follow-up date may be set as well to discuss the employee's progress.

3. Suspension

An employee may be suspended from work without pay as part of the progressive discipline procedure, typically following counseling as well as verbal and written warnings. Depending on the severity of the problem and consideration of the circumstances, the employer may decide not to provide prior counseling and / or warnings if there is a circumstance of an egregious act.^{1 2} Depending on the severity of the problem and in consideration of the circumstances, in the event of suspension, the employee will be given the reason for their discipline and proposed length of their disciplinary suspension in writing. This shall be accompanied by a meeting with the employee and union representatives to discuss potential plans for repair upon return, clarity on how the work of the employee will be managed in their absence, as well as a plan for external and internal communication about their absence. A copy of such notification will be provided via email to the Shop steward and Union representative concurrently.

4. Termination

In cases of serious misconduct, immediate rather than progressive disciplinary action may be taken. Termination can result from a serious single offense, or it can be the final step in a process to correct a series of minor to moderate offenses or infractions. It can also occur as the result of ongoing conduct that is inconsistent with the employer's policy. In the event of termination, the employee will be given the reason for their discharge in writing. A copy of such notification will be

provided via email to the Union representative concurrently.

“Sunset” of Prior Discipline

All documented disciplinary action issued under this Article will be maintained in the employee’s personnel file. However, when an employee has incurred no subsequent disciplinary action for a period of at least twelve (12) months following their most recent Step 1 or Step 2 disciplinary warning, any prior warning(s) dated twelve (12) months or more earlier will be deemed inactive for purpose of issuing new discipline under this Article.

¹ Egregious acts are defined as but not limited to: Causing emotional or physical harm (an act of violence to an employee, or staff and can include but is not limited to sexual harassment, berating, bullying). Misuse of company resources (causing irreparable harm to the organization, its property, or staff, can also include Security Breach, sharing proprietary information for the organization (trade secrets), or theft.

² In any case where there is doubt or question about the intent and impact of misconduct/conflict, Groundswell and the Union representatives should consult and consider review of the offense with a trauma aware and disability justice framing.

ARTICLE 17: GRIEVANCE / PROBLEM RESOLUTION PROCEDURE

The Employer and the Union agree that timely interaction with one another on workplace issues can eliminate the cause for most grievances. While the Employer maintains the right and responsibility to make decisions which affect the organization, the parties will endeavor to jointly evaluate and plan proposed actions that affect employees, the Union, and the organization within the context of the parties' labor- management relationship and this CBA.

A. Request for Union Representation

The Employer shall release the appropriate Union Steward who will be the Employer's initial point of contact for the purposes of this Grievance / Problem Resolution Procedure.

At any meeting between an Employer's management representative and an employee in which a formal level of discipline may be imposed, or in an investigatory interview where the employee may have a reasonable basis to expect that disciplinary action may result, a Union Steward shall be present. The employee will be informed in advance by the Employer’s management of the alleged circumstance and be provided with any supporting documentation in preparation for any meeting involving any level of discipline or any investigatory interview that may result in any level of discipline as outlined in article 17, subsection G. All disciplinary meetings or meetings with the potential to lead to

disciplinary action will be standalone meetings. Except for urgent circumstances requiring more immediate action, the Union representative and the employee shall be allowed at least three (3) business days to consult prior to the meeting, if requested by the employee and / or Union.

B. Communication and Problem Solving

When a Union representative identifies an issue or dispute in the workplace that is related to the parties' relationship under this CBA, they will interact / communicate with the appropriate Employer manager at the earliest practicable time to help the parties resolve the problem(s) at the lowest possible level.

C. Proactive Employee Performance Intervention

When an employee is trending toward disciplinary action for job performance, the Employer will follow the steps outlined in Article 16 (Just Cause, Employee Counseling, and Progressive Discipline). The designated Employer management representative and the Union representative will work jointly, in a timely manner, to identify the performance problem(s) and work collaboratively with the employee to strive toward eliminating the cause of the employee's problem(s), if possible. The parties' mutual goal is to identify the problem(s), inform the employee about the same, and develop reasonable, cost-effective strategies to prevent the problem(s) from recurring or eliminating the problem(s), if such is within the control or influence of the parties in their respective roles as employer and labor organization.

The Union recognizes that the Employer will not initiate any disciplinary action without Just Cause and will utilize disciplinary steps outlined in Article 16 (Just Cause, Employee Counseling and Progressive Discipline). If that process has not been initiated, discipline is not intended for the bargaining unit employee involved. For avoidance of doubt, the Parties recognize that supervisory feedback, coaching, counseling and other similar interactions with an employee, and paid leave initiated by the Employer, are not disciplinary action.

D. Union Presentation of Problems / Grievances

This Grievance / Problem Resolution Procedure is designed to provide a timely, efficient, and effective way of resolving workplace disputes. The Employer and the Union agree that it is in their mutual interest to promptly resolve grievances at the lowest possible level. A grievance is defined as a claimed violation, misinterpretation, or misapplication of any provision of this Agreement, including but not limited to questions of just cause in cases of discharge, suspension, or other disciplinary action. A formal grievance must be presented in writing and must be presented to the Employer within thirty (30) calendar days from the first occurrence of the action (or omission) or within thirty (30) calendar days from the date of discovery.

E. Grievance Procedure - Step One

The aggrieved employee shall present their grievance to the Shop Steward, who, in turn, will present it to the employee's supervisor and HR in writing using a standard Union grievance form. A formal grievance is not filed at the first step, Step I, until it has been presented to an authorized representative of the Groundswell Fund management team and HR. At Step I, the grievance will be presented to the employee's immediate supervisor or, if appropriate, the manager who took the action that the employee and Union consider to be a violation of the parties' Agreement.

Step I Grievances will be processed as follows:

The Union will present the grievance in writing to management and will include the nature of the grievance; the date of the occurrence; and the Agreement article/section alleged to have been violated, the name of the grievant(s), and the remedy sought. It shall be presented in the Union's official grievance form.

The employer will provide the Union with information and/or reasons it used or relied upon as a basis for the action (or omission) no later than five (5) business days following presentation of the Step I Grievance.

The Employer will hold the Step I Grievance meeting within ten (10) business days following presentation of a timely formal grievance in coordination with the Union steward for appropriate scheduling. Up to two (2) paid Union representatives/shop stewards designated by the Union may attend this meeting, in addition to the grievant. The Employer will inform the Union of the organization's position and rationale for its action or decision at the conclusion of the Step I Grievance meeting or promptly thereafter.

F. Grievance Procedure – Step Two

If the grievance is not resolved at Step I, it may be escalated by the Union to Step II. A Step II Grievance will be presented to the Chief Executive Officer or authorized designee, i.e., when the Chief Executive Officer is absent or when a grievance involves the Chief Executive Officer.

Step II Grievances will be processed as follows:

The Union will notify the Employer in writing of its intent to escalate a Step I grievance to Step II, and the Union must do so within fifteen (15) business days of the conclusion of the Step I Grievance meeting referenced above.

Upon timely escalation of the grievance to Step II, the Employer will hold a Step II Grievance meeting within ten (10) business days of receipt of the Union's written intent to escalate the grievance to Step II. Up to two (2) paid Union representatives/shop stewards designated by the Union may attend this meeting, in addition to the grievant, if

requested.

Within thirty (30) calendar days of the Step II meeting, the Employer will inform the Union in writing of the Employer's Step II decision.

During the processing of grievances at Step I and Step II, and in arbitration if that becomes necessary, the Employer will deal with the Union representative, not the grievant (a.k.a. the aggrieved employee).

G. Sharing Information

During the processing of Step I and Step II grievances, and in preparation for any eventual arbitration, the parties agree to share relevant information with one another and to provide copies of documents they have relied upon or intend to rely upon. This timely exchange of information, including the exchange of documents, is intended to facilitate resolution of the dispute as well as assist the parties in their preparation at each step of the procedure.

H. Arbitration Procedures

Arbitration cases should be minimal due to effective use of the Grievance / Problem Resolution Procedures outlined here.

If the Union is not satisfied with the Employer's decision at the final meeting in the grievance procedure, the Union may submit the grievance to arbitration by filing a written notice of intent to arbitrate with the Employer no later than thirty (30) calendar days from receipt of the Employer's Step II decision. The Parties will use best efforts to begin the arbitration hearing within six (6) months from the date of the Union's timely written notification of its intent to arbitrate the grievance.

Arbitration shall be the sole and exclusive final remedy for any such unresolved grievance. Absent the Parties' agreement on an arbitrator, the Parties will select an arbitrator by alternatively striking names from a panel of arbitrators provided by the American Arbitration Association or the Federal Mediation and Conciliation Service upon request of either party. The arbitrator will be asked to render a decision within thirty (30) days after the case has been heard. The arbitrator's fee shall be borne equally by both parties. The arbitrator shall have no authority to amend or supplement this Agreement or to impose any agreement upon the Parties. The decision of the arbitrator shall be final and binding on both Parties.

I. Timelines

The timelines of the parties' Grievance / Problem Resolution Procedure outlined above may be extended by mutual written agreement of the Union and the Employer.

ARTICLE 18: [LAYOFFS](#)

In the event that Groundswell deems it necessary to reduce the workforce due to lack of work or other reasons including economic necessity, Management will notify and meet with the Union before the effective date of the layoff to explore potential strategies to mitigate the need for layoffs and / or the impact of layoffs, including but not limited to reviewing 1099 vendors currently contracted, furlough considerations, salary cuts starting with the top tiers of Groundswell staff and progressively towards the bottom of the pay scale, and other options as may be relevant. The parties may also bargain over proposed incentives for staff who are open to voluntary separation.

In cases where skill, ability, knowledge and job performance among a group of employees facing layoff are all equal, seniority shall prevail in determining which employees will be retained. Those who will be laid off shall be notified as soon as possible, ideally 60-90 working days in advance, but in no case less than thirty (30) working days before such layoff is to take place. The layoff list of impacted bargaining members shall be provided to CWA and the union steward(s).

All employees who are laid off will be paid the cash value of any accrued, unused vacation time along with their final paycheck, and in addition will be offered a severance package based on years of employment. A minimum of 1 month's pay as severance will be offered to employees with 1 year or less of employment. Severance packages must include continuation of health coverage at the Employer's expense for at least one month following the month in which the layoff takes place.

Laid off employees shall be responsible for keeping the Union and the Employer informed in writing of their current address.

Recall

Laid off employees will remain on a recall/rehiring notification list for up to nine (9) months following the date of their layoff, during which time they will be recalled in the event the position from which they were laid off becomes open, and will receive the first priority offer to fill any other vacant Bargaining Unit position for which they are fully qualified. Before hiring any new regular employees, the Employer will offer recall or rehiring as provided above to all laid off employees still on the recall/rehiring notification list unless no remaining laid off employee is qualified and willing to do the available job.

Recall/rehiring offers shall proceed by seniority order among employees on the list provided skill, ability, knowledge, and job performance are equal or could be equal after reasonable orientation and training. Recall/rehiring offer notification will include Union Stewards. Any employee who has been laid off for nine (9) months and has not been recalled shall be removed from the recall/rehiring notification list and their seniority will

be considered terminated.

Nothing herein is intended to limit the topics covered in effects bargaining, both mandatory and permissive, e.g., COBRA, recall from layoff, seniority, breaks in service, severance pay, etc.

ARTICLE 19: [WORK RULES](#)

If the Employer desires to revise an existing work rule or establish a new rule, which is not part of this Agreement, the Union will be given two weeks' advance notice of the proposed change and be provided with an opportunity to meet and confer/engage in impact and effects bargaining as is customary under applicable federal labor law, except to the extent that the impact on bargaining unit employees is not otherwise addressed in this Agreement.

ARTICLE 20: [HIRING](#)

When hiring for a bargaining unit position, the Employer will post the position internally via company email and Slack. The posting will include the proposed salary and will remain exclusively posted internally for eight (8) business days prior to seeking external candidates via job boards, referrals, company website, etc. The internal employees' process for applying to internal positions is as follows: 1) After the job description is published internally, internal candidates must express their interest via email to HR as soon as possible during the initial eight (8)-day period. 2) HR will connect directly with the worker within eight (8) business days to confirm their interest and set up an informal information session with the hiring manager to assess if the worker complements the position. 3) An internal candidate shall be in current role at least six (6) months before moving to a new role. The internal candidate should have no final written warnings (as described in Just Cause, Employee Counseling and Progressive Discipline, Article 16) within the previous three (3) months. 4) workers who apply during the initial eight-day period and who meet the listed qualifications will be given priority in the interview process before external candidates are interviewed. HR will inform the employee's current manager via email only if the internal candidate makes it to the second round of interviews.

Where only internal applicants have progressed to the last step of the hiring process for any position, selection shall be governed by length of continuous service where ability, skills, and performance are equal.

Additionally, should a consultant or contractor, either currently or formerly performing work functions for the employer, express interest in a permanent position, they will be

considered an external applicant and subject to the entire hiring process. If the responsibilities of a contractor expand to the point that the creation of a permanent position is necessary and in the best interest of the employer, this new position will not bypass the hiring protocol, namely a formal job description posted internally and then externally as outlined above.

Internal candidates will not be penalized for expressing interest in a Groundswell job opening. Public job postings for Groundswell bargaining unit positions will note that the position is part of a collective bargaining unit represented by GWU/CWA Local 9415.

ARTICLE 21: [UNION ACTIVITY](#)

The Employer will notify the Union of a new bargaining unit employee's start date within four (4) working days of the finalized offer letter. Within twenty-one (21) working days of an employee's start date, authorized representatives of the Union will have the ability to meet with the new employee for up to 90 minutes of paid work time in order to orient them to the Union and this Agreement, scheduled at a mutually convenient time. Any employee, regardless of bargaining status, may attend the meeting.

It is the intention of the Union to have steward representation with coverage in different time zones. Even when this is possible, it does not guarantee that Union duties will be spread out evenly. The Union will endeavor to coordinate capacity and representation that allows Union representatives to fulfill their core duties. Authorized representatives of the Union who are employees covered by this contract, shall have up to sixteen (16) paid hours per month in the aggregate (total for all Union representatives) during normal work hours while representing other employees who are covered by this contract during investigatory and disciplinary meetings, grievance meetings, manager meetings, bargaining meetings, and any Union orientation meetings with new employees. In the event the 16-hour cap is reached, and additional Union representation time is needed, the Union may request additional time for an employee Union representative to carry out the aforementioned functions without loss of pay or for the Union representation to use unpaid leave or accrued paid time off for the aforementioned purposes, and approval will not be arbitrarily denied by the Employer.

In addition to any other paid or unpaid leave that may be permitted in this Agreement, the Employer will accommodate reasonable requests from Union representatives to use leave per calendar year for the purpose of attending meetings, classes, or training on Union activities, granting such requests where they do not interfere with normal work duties and organizational objectives. The cost of any such meetings, classes or training will be paid by the employees and/or the Union. These Union representatives will not incur any loss of benefits for the unpaid leave taken.

ARTICLE 22: DISABILITY JUSTICE AND ACCOMODATIONS

1. General: Consistent with its commitment to accessibility and inclusion, Groundswell Fund will make every reasonable effort to accommodate an employee's disability. Disability is to be understood broadly, as encompassing physical, mental, and intellectual conditions, whether visible or invisible, temporary or longer term, which substantially limit one or more major life activities.

Groundswell Fund will continue to maintain appropriate disability accommodation application processes, with consideration and respect for individual dignity and confidentiality interests. Such requests will be reviewed and decided as promptly as possible, understanding that eligibility determinations and the individualized interactive process for exploring potential accommodations that would enable the employee to perform the essential functions of their job will depend on the particular circumstances of each case.

Accommodation may be provided as long as the employee can perform the essential duties of the job, and it does not create undue hardship for the organization. Undue hardship is defined as an action, adjustment or undertaking requiring significant difficulty or expense. A reasonable accommodation may include making facilities readily accessible to and usable by persons with disabilities and chronic illnesses, modifying work schedules, reallocating non-essential job functions, and acquisition or modification of equipment or devices. Reasonable accommodations for an organization leaning into disability justice may also mean making a commitment to organization wide education around disabilities and accommodations that support the entire organization in being responsive to a disability justice framework.

Accommodations depend upon the employee's job qualifications and the specific facts and circumstances of each individual situation.

2. Individual Applications and Interactive Process: Employees will submit accommodation requests in writing to Human Resources, together with pertinent supporting documentation regarding the disability and the accommodation(s) needed. Upon determining that an employee is a qualified individual with a disability, HR and supervisors will engage with the employee in an appropriate interactive process to determine whether there is a need for work-related accommodation(s) and to explore what reasonable accommodation(s) may be available. Supervisors and Groundswell will lean into trusting the employee experiencing chronic illness and disability and that the appropriate accommodation will support the individual employee and the team. If an accommodation is found to be necessary and reasonable, Groundswell Fund will have a discussion with the employee and supervisor to ensure the requested accommodation is enacted. If an accommodation request is denied, Groundswell will provide, in writing, an explanation of how the accommodation creates an undue

hardship and is unduly disruptive to other employees, or to the functioning of Groundswell.

Supporting documentation from a healthcare provider detailing accommodation needs will be provided by the employee upon request. In the case of an employee becoming recently disabled or chronically ill, the employer will seek to understand that securing proper documentation regarding accommodations may take a process and time to secure and will seek to lean into trusting employees. HR's consultation with the employee will also include information regarding other potentially applicable Groundswell benefits and policies, such as sick leave, family and medical leave, and disability leave.

- 3. Institutional Accessibility Practices:** Outside of the individual accommodation context, Groundswell Fund will continue to be mindful of policies and practices that support accessibility and inclusion in connection with the Employer's online and in-person events and meetings. These can include providing interpretation, closed captioning, opportunities to engage in multiple ways, extended times and spaciousness for processing and participation, and other appropriate measures. Groundswell Fund will ensure that the organization checks in with staff on a regular basis regarding access needs and will work with staff and external partners to plan for said access needs.

ARTICLE 23: [WORK HOURS](#)

The Employer strives to be a flexible workplace. Groundswell's work week is defined as 32 hours worked over the course of four consecutive days (Monday through Thursday) with core hours being 9am PT- 2pm PT because it crosses into PT-ET time zones. There is also an allowance for a one-hour paid lunch per workday.

ARTICLE 24: WORK HOURS - COMP TIME

Consistent with Article 23: Work Hours, Groundswell's regular work week is defined as 32 hours worked over the course of four consecutive days (Monday through Thursday) with core hours being 9am PT- 2pm PT. However, there are times when staff may need to be available to attend events or work-related activities outside of the Employer's regular work week. For example, staff may work an irregular work week for reasons including, but not limited to, extended work travel, retreats, convenings, full-day training sessions, audits, or heightened workloads.

Section 1. Accrual of Compensatory Time:

a. Exempt Employees:

Exempt employees, as defined in the Fair Labor Standards Act (“FLSA”) and any applicable state or local law, will receive compensatory time with pay (“Comp Time”) on an hour-for-hour basis for all hours worked in excess of thirty-six (36) hours in any calendar week.

Examples:

- *An exempt employee who works a total of 40 hours in any calendar week (Monday-Sunday) is eligible to receive 4 hours of comp time.*
- *An exempt employee who works 28 hours from Monday through Thursday and attends an 8-hr virtual training session on Friday or any weekend day would not accrue any comp time because total hours for that calendar week do not exceed 36 hours.*

b. Non-Exempt Employees:

Non-exempt employees, as defined in the FLSA and any applicable state or local law, will receive a combination of compensatory time and overtime pay on an hour-for-hour basis for all hours worked in excess of thirty-six (36) hours in any calendar week as described below:

1. For hours worked in excess of thirty-six (36) hours but less than forty (40) hours in any calendar week, non-exempt or hourly employees will receive comp time on an hour-for-hour basis.
2. For hours worked in excess of forty (40) hours in a given calendar week, non-exempt or hourly employees will receive overtime pay at the rate of time and one-half their regular hourly rate (or as otherwise specified in an applicable federal, state or local law providing for greater overtime entitlement).

Examples:

- *A non-exempt employee who works a total of 40 hours from Monday through Thursday is eligible to receive 4 hours of comp time, but no overtime pay because total hours for that calendar week do not exceed 40 hours.*
- *A non-exempt or hourly employee’s manager has asked for and approved the employee to work 12 additional work hours for the employee to complete a task for a total of 44 hours worked. This employee would receive 4 hours of comp time, and would be paid 4 hours of overtime at 1.5x their hourly rate.*

c. Hours Counted for Comp Time or Overtime:

- i. For purposes of determining comp-time or overtime entitlement, hours worked do not include time when an employee is on paid or unpaid leave or off work on a holiday.
- ii. **All-staff retreats, Extended Convenings, or other Similar Events and their Associated Travel:** Groundswell Fund has work travel requirements (ranging from occasional to consistent) for any given position that necessitates travel outside of the Organization's regular work week schedule.

Compensable travel time includes:

- Non-commuting time spent in local travel via car or public transportation to a work-required site visit, meeting, event, etc.
- If and to the extent deemed compensable time under applicable federal and/or state law, non-commuting time spent traveling from the employee's home or from their regular work location to an airport, train station or other departure point for work related travel.
- Usual wait time at airports or other transit hubs (up to two (2) hrs).
- Time spent traveling via plane or rail from home city to the destination city.
 - **Example:** *Staff who are traveling from Boston, MA to Philadelphia, PA would be eligible for work hours during their 5 to 6 hour average rail journey.*
 - **Example:** *Staff who are traveling from San Francisco, CA to Miami, FL would be eligible for work hours during their 6 hour average flight time.*

Compensable travel time does not include:

- Personal time during travel (e.g. meals after mandatory work time, leisure activities, etc.)
- Any time considered non-compensable commuting time under applicable federal and/or state law. If an employee's local and/or state law does not permit application of the provisions above, the employee will be notified by HR and together will reach an agreed upon outcome per their individual circumstance.

Section 3. Documentation and Approval

Employees must accurately record all eligible hours for comp time or Overtime. Supervisory approval is required for any excess work hours activating Comp Time or Overtime, and it is incumbent on supervisors to work with employees to plan work and manage workloads so as to minimize such excess work hours. Where possible, employees should flex their time (per Article 25, and in agreement with their supervisor) such that their work hours do not trigger Overtime or Comp Time under this Article.

Section 4. Comp Time Usage

Comp Time is to be taken within three (3) weeks of being accrued and as approved by the employee's supervisor (who may grant an extension to the deadline to use Comp Time. For example: employee is unable to take comp time earned at a grantee convening due to additional travel or heavy reporting periods).

ARTICLE 25: WORK HOURS - [FLEX TIME](#)

Flexible Work Hours

While core work hours are Monday through Thursday 9AM-2PM PT, the Employer recognizes that as remote workers people need flexibility during the day to navigate home and work life. Groundswell Fund trusts its employees to use flexibility in a way that does not preclude them from being available for previously accepted internal, external, mandatory meetings. Employees, in turn, may use their discretion, in consultation and with agreements of their supervisors, to flex their daily schedules as they work a total of 32 hours weekly. Flex time should be pre-planned and communicated by the employee to their supervisor no later than the beginning of the work week.

Per labor laws, employers are required to have certain employees track their hours. This applies to workers who are hourly employees (eligible for overtime pay) and work done by hourly or salaried employees for the C4 (Groundswell Action Fund).

Accountability for the use of flexible hours will reside in the supervisor/supervisee relationship and will be measured by the employee meeting work objectives previously detailed in their work plan. Support for the facilitation of this relationship can go through HR at any point in which an impasse is reached. Should a further impasse present itself with HR, the employee will be allowed to have a shop steward in any further conversations with HR and the supervisor.

It is the responsibility of the employee to ensure they are available, unless given approval by their supervisor, for internal and external meetings, as well as for any part of their workload deemed time sensitive. The Employer, in turn, is dedicated to scheduling meetings with at least 24-hour notice and during hours that are reasonable for their employees throughout all time zones, except in the event of extenuating circumstances.

ARTICLE 26: [HOLIDAYS](#)

During the term of this Agreement, the Employer will observe and will pay full-time employees for the following annual holidays:

- Martin Luther King's Day (third Monday in January)

- President's Day (3rd Monday in Feb)
- Memorial Day (last Monday in May)
- Juneteenth Day (June 19th)
- Summer Holiday break the week of 4th of July
- Labor Day (first Monday in September)
- Indigenous People's Day (2nd Monday in October)
- Thanksgiving
- Veteran's Day (Nov 11*)
- Winter Holiday break- Last two weeks of the year

In addition, each calendar year full-time employees are offered (5) floating holidays of employee's choice from the following list:

- Dia De Los Santos Reyes (Jan 6)
- Lunar New Year (dates vary)
- Dia del Candelario (Feb 2nd)
- International Women's Day
- Cesar Chavez Day (March 31*)
- Ching Ming
- Ash Wednesday (date varies)
- Passover (dates vary)
- Good Friday (date varies)
- May Day (May 1)
- Eid-al-Fitr (date varies)
- Mexican Mother's Day (May 10th)
- Malcom X's Birthday (May 19th)
- Eid-al-Adha (date varies)
- Rosh Hashanah (dates vary)
- Yom Kippur (dates vary)
- Dia de los Muertos (Nov 1 and/or 2)
- Transgender Day of Remembrance (Nov 20*)
- Day before Thanksgiving (4th Wednesday of Nov)
- Day after Thanksgiving (4th Friday of Nov)
- Individual Birthday

The Employer, at their sole discretion, may also designate additional winter and summer closure time. Such closure time is considered paid, unless otherwise agreed between the parties to this Agreement.

If an Employer-observed holiday falls during an employee's paid vacation, they will be paid for the holiday without that day being charged to their vacation allotment. If an Employer-observed holiday occurs on a Saturday or Sunday, usually the holiday will be observed on the preceding Monday.

ARTICLE 27 : [PAID VACATION TIME](#)

Paid vacation time is provided by Groundswell Fund for all employees to be away from work due to vacation or other personal requirements.

All full-time employees will begin accruing and will be eligible to start using accrued vacation time upon the date of hire. All part-time employees will accrue vacation hours at a prorated rate based on the amount of hours worked a week.

The established vacation period is from January 1st to December 31st of the same year. The employee will enter the next level of accrual listed below on their anniversary date. In a calendar year, eligible employees will be granted vacation according to the following schedule:

Length of Service	Accrual per month, accrued on the first pay period of the month	Maximum Annual Accrual	Maximum Accrual Cap
0-3 years of service (Month 0-36)	10.00 hours	120 hours	160 hours
More than 3 years of service and continuing (months 37 +)	13.33 hours	160 hours	200 hours

In the event that available vacation is not used by the end of the calendar year, the employee may carry unused time forward to the next calendar year. However, there is a maximum accrual (“cap”) as shown in the schedule above. If the total amount of unused vacation reaches this "cap," further vacation accruals will stop. When the employee uses vacation and brings the accrual balance below the “cap,” vacation accrual will begin again.

So that the Organization may schedule work and plan for business requirements employees should give as much time as advance notice possible when requesting vacation time. If there are conflicting dates, preference generally will be given to the

employee who has the most seniority. However, a more junior employee who already has an approved vacation date will not be bumped by a more senior employee. Employees classified as exempt may take vacation in 2-hour increments. Nonexempt employees should record their absences in exact time increments to the quarter hour (e.g., 1.5 hours, 6 hours, 2.75 hours). Pay for vacation days will be paid on the regular pay cycle. Vacation is not considered hours worked when calculating overtime hours.

If a planned vacation has to be canceled due to the needs of Groundswell Fund and the employee is unable to reschedule the vacation within the year, Groundswell Fund reserves the option of paying the employee in lieu of taking the canceled vacation or to allow rescheduling of that vacation. While vacation is accrued through TriNet, vacation pay out is solely a Groundswell Fund policy. Groundswell Fund pays all accrued but unused vacation pay when an employee leaves the Organization at the hourly or salary rate of pay in effect upon separation. If the employee separates employment and has taken vacation prior to actual accrual, the employee agrees to repay Groundswell Fund any such amounts.

ARTICLE 28: VACATION CASHOUT

Employees may request the Employer to cash out up to 40 hours of their accrued, unused paid vacation time once per fiscal year, in order to attend to personal and/or family instances of need and to lessen the burden of such circumstances. Provided, however, that an employee will not be able to draw their vacation accrual balance below 32 hours, so that the employee will still be able to have paid time off for sustainability practices.

In order to access these funds, employees must request the cash out in writing by email, indicating the amount of hours to be cashed out, to appropriate HR staff. The employee need not provide details of said need.

ARTICLE 29: SABBATICAL LEAVE

Groundswell Fund recognizes that working for social justice can require staff to perform with unusual intensity, long hours, and extraordinary commitment. To improve Groundswell Fund's long-term effectiveness, motivate and retain talent, develop staff leadership and enhance the organization's ability to carry out its mission, the Employer will make available sabbatical leave with pay to eligible employees as set forth in this Article.

- Eligible employees may take a three-month sabbatical after five years of continuous employment with Groundswell Fund.

- Eligible employees may take a second three-month sabbatical after reaching ten continuous years of employment with Groundswell Fund.

A sabbatical is designed to allow key staff members the chance to rest, reflect, renew their energy, acquire new skills, study, spend time with their loved ones, visit with other activists, recover their creativity, and expand their vision. The notion behind the sabbatical is that day-to-day work activities are suspended and time is devoted to activities that are substantially different from one's normal routine. A sabbatical is also an opportunity for other staff to step into greater leadership and cross-train. Work for Groundswell during the sabbatical will be strongly discouraged. Employees should not check their email or voicemail on any electronic device while taking a sabbatical. Groundswell reserves the right to deactivate employee's access to Groundswell's electronic systems during a sabbatical.

Sabbaticals are available to regular, full time employees only. During a sabbatical, salary and health benefits will continue uninterrupted, but the employee shall not accrue vacation hours while on sabbatical. Sick leave will remain unaffected as it is front-loaded at the top of the year. Sabbatical leave cannot be combined or added onto any other type of leave, such as vacation, disability, workers' compensation leave, medical leave of absence, parental, or pregnancy disability leave. Employees cannot receive cash in lieu of a sabbatical. Sabbatical leave does not accrue from year to year and is not paid out at separation from employment if not taken.

A sabbatical request must be submitted in writing at least four (4) months before the sabbatical begins, to give Groundswell sufficient time to plan for the absence. The sabbatical may not present a hardship for other staff members, and there must be a plan to ensure that the organization's functional requirements can be met without incurring unbudgeted expenses.

Employees are strongly encouraged to take their sabbatical within a year of becoming eligible. Only one sabbatical is allowed at a time (staggered sabbaticals are ok).

Employees must be in good standing to be eligible for a sabbatical. A sabbatical may be postponed if an employee has performance or disciplinary issues, or denied if those issues are not resolved prior to the sabbatical. If an employee's employment is terminated before the scheduled date of their sabbatical, the sabbatical will not be granted and the employee is not entitled to compensation for the unused sabbatical.

Employee requests for sabbaticals are reviewed and determined by Groundswell Fund Management, in collaboration with HR. Sabbaticals must be in compliance with all state and federal laws and all IRS regulations. All Groundswell Fund policies and provisions of this Agreement remain applicable during a sabbatical.

ARTICLE 30: [PAID SICK LEAVE](#)

General Policy

Groundswell Fund recognizes that the inability to work because of illness or injury may cause economic hardship. For this reason, Groundswell Fund provides 80 hours/10 days of paid sick time each calendar year to all full-time employees. All part-time employees will be provided paid sick time at a prorated rate based on the amount of hours worked a week. Sick leave is received upon hire and is prorated based on the hire date of the calendar year. Employees are eligible to use the paid sick time upon the date of hire.

Paid sick time may be used to support unit members wellness and mental health. Employees are encouraged to take time off in order to proactively care for themselves, prevent burnout, and carve out space for a reset.

Paid sick time may be used for the employee's or any family member's mental and/or physical health needs. Paid sick time may also be used for purposes relating to an employee being a victim of domestic violence, sexual assault or stalking.

Annual Sick Hours	Year End Sick Hours allowed for Carryover
80.00 Hours	40 Hours

Employees classified as exempt may take sick time in 2-hour increments. Nonexempt employees should record their absences in exact time increments to the quarter hour (e.g., 1.5 hours, 6 hours, 2.75 hours). Unused sick time will carry over into the following year. The maximum "cap" of sick time is 120 hours. Only 120 hours are permitted to be used in each year of employment. Unused sick time is not paid out in the event of separation from employment; however, the employee's previously accrued and unused sick time will be reinstated if they are reemployed by Groundswell Fund within one year of separation.

Section 2. California Part Time & Temporary

Groundswell Fund provides 40 hours of paid sick time to all employees not covered under Section 1, above, who work in California at least 30 days within each year of employment. Paid sick time may be used for the employee's or family member's health needs. Paid sick time may also be used for purposes relating to an employee being a victim of domestic violence, sexual assault or stalking.

The maximum “cap” of sick time is 48 hours. Only 40 hours are permitted to be used in each year of employment.

Employees classified as exempt may take sick time in 2-hour increments. Nonexempt employees should record their absences in exact time increments to the quarter hour (e.g., 1.5 hours, 6 hours, 2.75 hours). Unused sick time will carry over into the following calendar year, subject to the above accrual “cap” and usage limitation. Unused sick time is not paid out in the event of separation from employment; however, the employee’s previously accrued and unused sick time will be reinstated if they are reemployed by Groundswell Fund within one year of separation.

ARTICLE 31: [COMPASSIONATE ABSENCE](#)

In times of extenuating circumstances and/or extreme personal distress, such as, but not restricted to, an illness or tragedy in the life of the employee, a supervisor/manager is authorized to grant a period of compassionate leave to the affected employee of such length as is determined to be in the best interests of the employee and the Groundswell Fund, although not to exceed five (5) paid days. During such a period of compassionate leave, all wages and fringe benefits will continue to accrue to the affected employee. Approved compassionate absence will not be charged to other types of leave.

In order to access compassionate absence employees can communicate circumstances to their supervisor/manager and receive approval from HR.

ARTICLE 32: [BEREAVEMENT LEAVE](#)

Full-Time employees may take up to eight (8) days off work with pay (without charge to any other leave category) for the death of a close/beloved one and chosen family. An employee should contact their supervisor as soon as is reasonable to schedule time off needed for bereavement leave. If more time is needed, more time may be granted on a case-by-case basis and in conversation with HR and employee’s direct supervisor.

ARTICLE 33: [OFFICE AND HOME INTERNET](#)

Regular, full-time employees are offered a stipend of up to \$1,500 for home office set up upon hire.

Existing employees are offered \$500/year for office maintenance and \$500/year for work-related supplies, which may include books, podcasts, etc.

Internet Stipend – Regular, full-time employees will also receive \$75 per month to subsidize high speed internet costs for their functioning home office.

Requests for home office set up and office maintenance must be submitted to HR for approval.

ARTICLE 34: EXPENSE REIMBURSEMENT

During the term of this Agreement, the Employer will maintain the following Expense Reimbursement Policy.

Purpose: To provide guidance about work-related traveling situations including permissible expenses, along with categories of and conditions for travel expenses to be reimbursed. For the purposes of this policy, there will not be travel stipends, as those are taxable; there will only be company credit card charges or reimbursements, which means that GF pays all taxes related to travel expenses.

Definitions:

- GSA: U.S. General Services Administration is the resource that GF will reference to determine per-diem costs.
- Traveler: refers to GF employees, consultants, board members, or guests traveling on behalf of GF.

Policy: GF occasionally holds retreats, events, and other activities that require travel and spending time overnight away from their normal work location. It is GF's policy to reimburse travelers for all reasonable, necessary and approved travel-related expenses on behalf of GF. GF encourages the use of travel discounts when making travel arrangements.

Travelers who have been issued a GF credit card are expected to use it to pay for any and all approved travel expenses, however travelers may choose to use their personal resources and submit a reimbursement request. If a traveler chooses to utilize their own resources, they will not be reimbursed until all documentation is submitted. Travelers may accumulate personal reward points for travel, however membership fees associated with these programs are not reimbursable.

Employee travel must be authorized by their direct supervisor. Employees should get approval for planned travel prior to making arrangements. All travel reimbursement must be submitted within 30 days of completion of a trip and considered a late submission after 60 days. GF reserves the right to deny reimbursement of travel-related expenses for failure to comply with policies and procedures. Employees are expected to consider the costs of all options outlined in this section prior to deciding which to utilize.

If a circumstance arises that is not specifically addressed in this policy, then the most values-aligned course of action should be taken.

Lodging (commercial): costs should be kept between \$200-350 per night excluding taxes and tips, and must be no higher than a 4-star or 4-diamond rating in the U.S. Overnight lodging will only be reimbursed if authorized travel is 50 miles or more from the traveler's primary residence or worksite.

Gratuity for housekeeping, luggage handling, etc. (not to exceed 20% of base cost) will be reimbursed only up to 20% of the base cost (receipts for these costs are not expected). Groundswell staff are encouraged to tip lodging housekeepers a minimum of \$5 cash per night and submit a reimbursement form.

It is the employee's responsibility to cancel hotel reservations with the hotel cancellation policy time frame. Employees must obtain a cancellation number. Groundswell Fund will not reimburse hotel "no-show" fees, unless approved by their direct supervisor or Executive Director.

Lodging (personal): when a traveler would like to lodge with family or friends in the destination location without charge, GF will reimburse up to \$100 per stay toward an appreciation gift (i.e.: dinner, gift card, flowers, etc.) for the host. This is not intended to be compensation for lodging, therefore no cash gifts will be reimbursed.

Air travel: Travelers are required to book flights a minimum of three (3) weeks prior to departure to avoid high costs, or get written pre-approval (i.e.: via email) from their supervisor. Groundswell will cover the cost of a round-trip flight up to \$800, allowing space for regional differential as needed. Travelers are expected to get the lowest airfare that meets business travel needs. An original, itemized airline receipt or e-ticket is required. The receipt must show the method of payment that was used. First class and business class upgrades are not reimbursable, unless authorized by the CFO due to special circumstances. In the event that a trip is canceled or rescheduled at the last minute by GF and the ticket cannot be changed or refunded, GF will reimburse the cost. Travelers are expected to track and use travel credits for future GF-related travel.

TSA Pre-Check: is a government program that provides expedited security screening benefits during domestic travel. By implementing this TSA Pre-Check reimbursement policy, we aim to make the travel experience more efficient and pleasant for our team. This benefit is restricted to Groundswell staff. reimbursement policy, we aim to make the travel experience more efficient and pleasant for our team. This benefit is restricted to Groundswell staff.

For more information on TSA Pre-Check eligibility and how it works, visit: <https://www.tsa.gov/precheck>

Baggage fees: GF will reimburse airline baggage fees for one (1) checked bag for trips that last three (3) days or more, unless there is a need per the Dignity Policy. GF will also reimburse baggage fees if an employee is carrying heavy materials for the required meeting.

Vacation in conjunction with work travel: With manager approval, travelers may extend business travel to include personal travel. Additional costs (higher flights, hotel stays, transportation, etc.) beyond the original purpose are not reimbursable. In general, Groundswell Fund will pay for the cost of the flight (or the equivalent of two legs of the flight).

Automobile (personal): per Internal Revenue Service (IRS) regulations, GF will reimburse work-related driving at the current IRS-determined rate per mile. Groundswell does not reimburse for travel costs related to an employee's commute to the office from their residence or for personal travel. Groundswell will reimburse mileage (based on GSA rates) if a personal vehicle is used to get to a secondary location for a business meeting, seminar, class etc. Travel using a personal vehicle must be documented and pre-approved by the supervisor (via email). Additionally, to use a personal vehicle for work-related travel, a valid driver's license and active insurance (with comprehensive auto insurance, including liability) must be on file with HR. Use of a private vehicle to drive to an event that is over 100 miles away must be pre-approved by the Controller or CFO, as it may not be the most cost effective transportation option.

Groundswell Fund will also reimburse all tolls and parking fees that are related to work travel and accompanied with a receipt, unless it's under \$100. Employees assume the responsibility for all parking and traffic fines and violations.

Automobile (rental): Employees can request either compact or mid-size vehicles for travel associated with business. Luxury, premium and specialty car rentals will be reimbursed only at the current compact or midsize car rate. Special consideration will be given for rental of specialty vehicles for staff transporting multiple employees and/or support team, employees with mobility issues and employees who require additional room in order to travel safely and comfortably.

Employees are to purchase physical damage coverage and waive liability coverage from the rental car organization when traveling in the United States and Canada. For international travel, employees are to purchase all coverage available. Groundswell does not pay for expenses incurred as a result of unlawful or reckless activity, including

parking and speeding tickets. It is expected that all travelers will practice sober, defensive driving while on Groundswell business.

Parking: parking fees while conducting business are reimbursable.

Groundswell Fund will reimburse for airport parking fees if the total cost is less than the expected taxi fare to and from the airport. When parking overnight at the airport, use the least expensive parking option available.

Ground transportation: Employees are encouraged to use local public transportation when possible and will be reimbursed for the cost. When employees have luggage or equipment or when public transportation is not quick enough to enable an employee to make their next meeting or public transportation is not available, taking a Taxi/Uber/Lyft is acceptable. Groundswell Fund will reimburse up to \$150 each way (to and from the airport/station) on each travel day (excluding tax and tip). Then daily ground transportation during the trip will be reimbursed at a rate of up to \$60/day for business related travel.

Meal per diem: If a meal is already provided as part of a conference, meeting, etc., then the employee will not be reimbursed for that particular meal. Exceptions can be made for staff who have different food sensitivities and the meal provided does not meet their needs, for example vegan, vegetarian, gluten free, food allergies, and/or other sensory sensitivities.

In order to facilitate nourishment throughout work-related travel, Groundswell Fund will reimburse individual meal costs (excluding tax and delivery fees), up to the following amounts for no more than a total of \$140/day or the recommended amount for the state being traveled to per the GSA website, whichever is higher.

- \$20 Incidentals
- \$30 Breakfast
- \$40 Lunch
- \$50 Dinner
- tip/gratuuity not to exceed 20% of total bill

Costs incurred above these per diem amounts will not be reimbursed. If an employee charges amounts above the set limits, they will be required to reimburse GF via paycheck deduction or PayPal within 30 days.

Alcohol Consumption

Alcohol may be consumed at dinner or at a Groundswell event. Employees who drink must be of legal drinking age where they are located. Drinks are reimbursed up to \$20

per drink, and there is a (1) drink limit per day. Employees who consume any alcohol are prohibited from driving.

Local Travel & Business Expense

The most cost-effective mode of transportation should be used, and any exceptions must be approved by the appropriate supervisor. In the instance that an event or travel requires early morning or late night travel, staff have the option to use transportation that may be less cost effective, but provides more security and expediency. Employees are expected to use public transportation or common carriers for local travel. Employees who use a personal vehicle for business will be reimbursed at the rate established by the GSA. Reimbursement for mileage will be determined based on distance driven roundtrip using driving directions on a map, such as Google Maps or another comparable service. Regular commuting costs will not be reimbursed.

Non-Reimbursable Travel Expense

The following expenses will not be reimbursed by GF except in the event of extraordinary circumstance, and pre-approved by the Controller.

- Travel purchased one (1) week or less ahead of event date without prior written approval.
- Travel upgrades into business class or first class unless required for size accommodation.
- The cost of changing a ticket for non-work related reasons
- Spouse or family member's travel costs, unless pre-approved
- Alcoholic beverages outside of the alcohol consumption process above
- Events which do not relate to GF business, and other entertainment expenses
- Fines for traffic violations for rental vehicles and personal vehicles
- Laundry and dry cleaning services
- Annual fees for personal credit or charge cards
- Hotel mini-bar charges
- Hotel movies or pay-per-view TV
- Loss of personal property

Procedure Details:

- Travel reimbursements must be submitted by the 5th of the following month. If the 5th lands on a weekend or holiday, the report will be due on the Monday after the 5th, by the end of the work day in your time zone.
- All travelers should use Divvy for all travel expenses and reimbursements.

Travel Resources:

- [Groundswell Dignity & Safety Policy](#)
- [Flying while fat & accessibility travel tips](#)

ARTICLE 35: BILINGUAL DIFFERENTIAL PAY

To be eligible for Bilingual Differential Pay under this Article, an employee must be employed in a position that has been certified by the Employer as requiring the use of bilingual skills on a continuing basis averaging at least 10 percent of the time worked each month, and must successfully participate in an Oral Fluency Examination provided by a mutually agreeable assessor. The Examination shall be of such character as fairly to test and determine the qualifications, fitness, and ability of employee to actually perform the duties of the position for which Bilingual designation and Bilingual Pay Differential are sought. The Employer shall determine the Examination consultant or examining organization and will grant time to take the exam with proof of the length/duration of the exam. Any current employees that have been confirmed to be using bilingual skills during the basis of their work will be grandfathered in receiving Bilingual Differential Pay without participating in an Oral Fluency Examination.

Bilingual Differential Pay applies to those positions designated by Groundswell Fund as eligible to receive bilingual pay according to the following standards:

Definition of Bilingual Position for Bilingual Differential Pay:

- A bilingual position for salary differential purposes requires the use of a bilingual skill on a continuing basis averaging at least ten percent (10%) of the time worked per month. Anyone using their bilingual skills ten percent (10%) or more of the time will be eligible whether the employee is using them in a conversational, content creation, revision, interpretation, or translation setting. An employee may provide their supervisor with data supporting the use of their bilingual skills at ten percent (10%) or more of the time. Management will evaluate this data in assigning bilingual designation to the position and or employee.
- In order to receive Bilingual Differential Pay, the position/employee must be confirmed by the supervisor as using a bilingual skill set and approved by HR for the required 10% of their work time.
- The position must be in a work setting that requires the use of bilingual skills to meet the needs of the organization, the grantees, and other stakeholders that employees may relate with.

Actual time spent conversing, interpreting, translating, reviewing and/or creating content in a second language and closely related activities performed directly in conjunction with the specific bilingual transaction will count toward the ten percent (10%) standard rate:

- Effective the first pay period following ratification of this Agreement, an employee meeting the Bilingual Differential Pay criteria during the entire pay period would

receive a maximum of two hundred dollars (\$200) per pay period including holidays.

- An employee meeting the Bilingual Differential Pay criteria for some portion of but less than the entire pay period would receive the Differential on a pro rata basis.
- Effective the first pay period following ratification of this Agreement, an employee paid by the hour meeting the Bilingual Differential Pay criteria would receive a differential of one dollar and fifty cents (\$1.50) per hour.
- Employees, regardless of the time base or tenure, who use the employee's bilingual skills at least ten percent (10%) of the time on a continuing basis and are approved by HR will receive the bilingual differential pay on a regular basis.
- Employees working in positions which qualify for regular bilingual differential pay as authorized by HR may receive the appropriate pay during periods of paid time off and absences (e.g., sick leave, vacation, holidays, etc.).
- Employees will be eligible to receive the bilingual differential payments on the date HR approves the departmental pay request. The effective date may be retroactive to the date of appointment to a position requiring bilingual skills when the appointment documentation has been delayed. The effective date may be retroactive up to sixty (60) days when the staff's duties are changed to include the use of bilingual skills.
- The Bilingual Differential Pay should be included in the rate used to calculate the employee's overtime compensation, Temporary Disability, Industrial Disability, and State Disability leave benefits, and any other calculations based on the employee's applicable rate of pay.
- Employees who do not receive a Bilingual Differential shall not be required to use bilingual skills.
- Bilingual Differential Pay designation should not be considered a replacement for ensuring appropriate translation and interpretation partners for larger projects as well as appropriate budgets to fund these services.

ARTICLE 36: [MEDICAL, DENTAL AND VISION](#)

During the term of this Agreement, Groundswell Fund will continue to maintain group healthcare (medical, dental and vision) plans available to all full-time employees. Eligible employees may choose coverage for themselves, and where relevant their spouse/domestic partner and eligible dependents, including children (up to age 26). Premiums for such coverage are 100% paid by Groundswell Fund for the employee and their dependents.

Groundswell Fund will aim to ensure that the group healthcare plans offered to employees provide coverage inclusive of access to the full spectrum of reproductive care and other essential care, including the following goals:

- Durable medical equipment coverage at 100%.

- Restriction-free insurance coverage for abortion,
- Restriction-free insurance coverage for pregnancy loss, contraception, fertility treatment.
- Eligible employees may access the employer-provided HRA reimbursement funds as well as the Emergency Relief policy funds for healthcare expenses where providers do not accept insurance.

Paid leave and travel support policies, including childcare based on the Employer's existing reimbursement policy, for workers seeking reproductive care. Eligible employees may access the Emergency Relief policy funds for payment of these services.

The Employer will do its due diligence to offer providers that are inclusive of the full spectrum of reproductive care and other essential care. Ultimately, it is up to the employee to make the final and informed decision on what insurance provider and plan they elect that meets their full health needs. The terms of the healthcare plan insurance policies and other formal plan documents shall control at all times and shall take precedence over anything stated in a summary plan description or elsewhere.

ARTICLE 37: [FLEXIBLE SAVINGS ACCOUNTS](#)

Employees may contribute pre-tax income to a flexible spending account to pay qualified medical, dental and vision care expenses that are not covered by a health plan. Employees may also contribute pre-tax income to a dependent care flexible spending account for qualified expenses related to childcare and care for qualifying dependent adults who live in the employee's home.

ARTICLE 38: [LIFE AND DISABILITY INSURANCE](#)

Groundswell Fund will cover at least \$50,000 in life insurance for the employee. The employee may increase the limit of the Life and/or Disability Insurance at an additional cost to the employee.

ARTICLE 39: [DEPENDENT CARE](#)

Groundswell Fund understands that access to quality and dependable caregivers is integral to employees' ability to fully show up to work and securing appropriate assistance adds to the economic strain experienced by workers. For this purpose, Groundswell Fund aims to lessen this burden by providing a taxable caregiving reimbursement to support employees in engaging caregiver services.

Groundswell Fund will contribute up to \$300 per month (\$3600 per year) to cover an employee's additional costs related to caregiving of dependents who need caretaking. Dependents may be defined as children under the age of 18 and/or adults that the employee is responsible for providing care to. This is meant to pay for care-related expenses such as childcare, daycare, and/or special schooling arrangements for children, caretakers for adults with impairments and disabilities, or eldercare for older adults for whom you have primary caregiving responsibilities. Employees may register with HR for this monthly caregiving assistance, indicating the monthly amount they are seeking for eligible caregiving expenses and the estimated duration (starting and ending dates to the extent known), and providing updates as relevant. This is taxable income to both the employee and the employer and may increase the employer retirement contribution as it is a part of overall employee compensation.

This reimbursement is in addition to the pre-tax Dependent Care Assistance Program (DCAP) portion of the Flexible Spending Account benefit for dependent care costs offered through Groundswell Fund's PEO. The current 2024 IRS-set maximum contribution amount is \$5,000 for the calendar year. This account is employee-elected through their new hire benefit election period or open enrollment period. The employee can set aside pre-tax dollars to pay for IRS eligible expenses, thereby lowering their overall tax burden or expense.

ARTICLE 40: [EMERGENCY AND/OR CRISIS SUPPORT](#)

Employees may access discretionary taxable emergency funding from the Employer in an amount up to \$2000 each, once per fiscal year, in order to attend to personal and/or family emergencies and moments of crisis, in order to lessen the burden of such circumstances.

Requests for such funds must be submitted in writing by email to Groundswell HR. The employee need not provide details or other documentation of said emergency and/or crisis, in order to respect privacy and promote discretion around personal emergencies and crises. This is taxable income to both the employee and the employer and may increase the employer retirement contribution as it is a part of overall compensation.

ARTICLE 41: PROFESSIONAL DEVELOPMENT

Both parties to this Agreement are interested in advancing the professional development of GF's staff, wish to jointly express their commitment to such development, and recognize that learning is a key factor in retaining excellent team members and fostering growth. To this end, in conjunction with an employee's performance evaluation, GF will initiate a discussion of next steps in the employee's growth at GF. Growth can include

improvement in one's current position, possibilities for advancement within a job classification, promotion and/or learning an additional skill.

Groundswell Fund will provide \$3000 on an annual basis for approved professional development opportunities. HR will review each request with the input of the employee in conjunction with the annual performance evaluation; however, nothing in this paragraph prevents the employee and their supervisor from discussing opportunities outside of the evaluation process.

The parties recognize that learning can take on a variety of forms. To that end, Professional Development (PD) funds can be used to advance an employee in an aligned degree or certificate program such as working towards a Bachelor's or Master's Degree. Approval of PD requests will be based on a broad understanding of what PD should include and what subject matter learning will add to the employee's understanding of the work. For example: GF is a reproductive and birth justice organization, and a doula program or lactation certificate should be considered a PD acceptable usage. This larger framework of PD can add to each employee's ability to be a thought partner in this work and disrupt the normalcy of top-down philanthropy.

It is encouraged for annual PD allotment to be used in the current fiscal year, however, the parties also recognize that any given year comes with its own set of challenges for each team member and that an employee may not be able to use their annual PD allotment during a given year. If this is the case, employees should share this with HR and their direct supervisors no later than the budgeting season for the upcoming fiscal year. Accordingly, the Employer will rollover unused PD funds to the next fiscal year. Rollover PD may only be rolled over for a maximum of one fiscal year.

Finally, the parties confirm that this generous annual PD funding is a benefit of working for GF but its utilization is not a requisite. An employee who forgoes their PD funding will not be punished or experience retaliation for failure to utilize these funds.

ARTICLE 42: [BARRIER REDUCTION SUPPORT FOR REQUIRED TRAVEL](#)

Work travel requirements for Groundswell Fund employees are outlined in their job descriptions for transparency. However, Groundswell Fund recognizes that participating in multi-day work-related travel can be challenging. In an effort to mitigate potential barriers and burdens related to work travel, the Employer commits to the following measures:

Accommodations for Employees at Hybrid In-Person/Virtual Events

Groundswell Fund recognizes the value of all staff participating in all-staff events, even in cases when the staff member is unable to attend in person. Groundswell Fund will offer hybrid participation where reasonably feasible.

Traveling with Dignity and Safety

Groundswell Fund acknowledges the diverse needs of its staff. To ensure all staff members feel safe and dignified during their travel on behalf of Groundswell Fund and Groundswell Action Fund, and as outlined in the Dignity and Safety policy, Groundswell Fund is committed to providing equitable access for everyone, irrespective of size, ability, or any potential barriers they might encounter while traveling. The following outlines provisions as described in the Dignity and Safety policy:

- **Accommodation and Transportation:** Staff members who require special accommodation due to physical needs, size, mobility, or other factors will be allowed to exceed the standard travel policy limits. This may include but is not limited to, booking larger seats on flights, accessible hotel rooms, special transportation, or other necessary arrangements.
- **Additional Costs:** Any additional costs incurred to ensure the dignity and safety of staff during travel will be considered a necessary expense. To be audit compliant, receipts are required for ALL purchases of \$100 or more. If information related to the accommodation is displayed on the receipt, it will be treated as confidential information.
- **Safety Measures:** Staff members who feel that their safety could be compromised due to factors such as location, timing, or specific contexts, are entitled to request additional safety measures. This may include upgraded accommodations, secure transportation, or additional travel companions.
- **Approval:** Reflecting Groundswell Fund's trust-based approach, no prior approval is required to use the provisions of this policy.
- **Respectful Use:** The Dignity & Safety Policy reflects Groundswell Fund's shared commitment to respect and safety. While providing necessary travel accommodations, this policy is not intended for non-work related (or personal) expenses, to excuse policy violations, or to justify delayed reports. Its strength lies in our collective integrity, ensuring it effectively supports those who need it most.
- **Confidentiality:** Groundswell Fund is committed to maintaining the confidentiality of personal information shared by staff members under this policy. This information will be used strictly to support the needs of the staff members during travel. Personal information won't be disclosed without consent.

Family Care While Traveling

- To support caregiving responsibilities during required travel, employees are encouraged to use the organization’s Dependent Care policy (see Dependent Care article).
- For caregivers with children under 18 months old who have particular needs such as continued bonding time, breast/chestfeeding needs, etc. Groundswell Fund will support such staff by making reasonable efforts to make accommodations to limit travel in the first year of their child’s life.

For those employees who need additional support/accommodations due to disabilities to facilitate their participation, the Employer will cover certain reasonable accommodations as documented by a medical provider.

ARTICLE 43: [RETIREMENT](#)

In an effort to support employees in planning for retirement and to retain employees, during the term of this Agreement Groundswell Fund will maintain its existing 401k Plan (“Plan”) and will facilitate the automatic enrollment of all employees in accordance with the terms of the Plan. The terms of the formal Plan Documents shall govern participation in and benefits under the Plan at all times and shall take precedence over anything stated in a Summary Plan Description (SPD) or elsewhere.

During the term of this Agreement Groundswell Fund will match employee contributions 100% on the first 4% of the employee’s total annual salary per year. As a way to incentivize employee participation in retirement planning, in addition to the 4% employer match, during the term of this Agreement Groundswell Fund will also contribute a \$5,000 flat rate contribution per year to the Plan account of any bargaining unit employee contributing to their retirement at any level (this flat rate contribution will be pro-rated for onboarding or off-boarding staff throughout the year).

The Employer shall contribute matching contributions to the Plan each year, with contributions paid incrementally in alignment with Groundswell Fund’s pay periods. The flat rate contribution will be paid annually at the end of each calendar year, in accordance with the Plan Administrator’s payout process and timing.

Recognizing that the Employer’s current professional employer organization (“PEO”) determines retirement investment options, Groundswell Fund is committed to exploring broader retirement investment options, in alignment with its and its employees’ values, in connection with any planned exit from the PEO.

Groundswell Fund will provide financial and retirement planning education and expertise through our Employee Assistance Program (“EAP”) that can be accessed by employees, year-round, through TriNet.

ARTICLE 44: IMMIGRANT WORKERS PROTECTION AND BENEFITS

General Principles: As immigration is a human right, Groundswell Fund will provide employees directly affected by United States’ immigration policy with the support described below.

Compliance with Immigration Laws: Groundswell Fund will comply with all applicable immigration laws and legally binding government directives and regulations. If changes to the law occur which require amending the employment policies and practices described in this Agreement, Groundswell Fund will negotiate over such policy changes.

Employee Privacy Considerations: Groundswell Fund will not divulge an Employee’s immigration information to any parties except as requested by the individual employee, as required by law, or as required to defend Groundswell Fund or its employees in legal proceedings. However, employees may elect to have Union representation in all matters described below and must advise Groundswell Fund in writing so it may communicate directly with the Union.

Absence from work for Immigration Reasons: Employees can use Groundswell’s leave policy to attend immigration proceedings, interviews, or appointments. For a period of up to ninety (90) days, Groundswell Fund will not discipline, discharge, demote, or otherwise act against a bargaining unit member who is absent from work due to arrest, detention, or incarceration by law enforcement due to an Employee’s immigration status. Those days will not count against the Employee’s time or attendance record provided the Employee communicates the absence as soon as reasonably practicable.

Correcting or Updating Records: If an Employee notifies Groundswell Fund of a change in their legal name or Social Security Number, Groundswell Fund will update its records accordingly without prejudice to the Employee unless it has reason to believe the request is illegitimate or in the service of actual or intended illegal actions.

Employer self-audits: Except as required by law, Groundswell Fund will not conduct an audit or inspection of its I-9 forms and will not allow any other entity to conduct such an audit or inspection.

Employer Participation in Employers Verification Pilot Projects (E-Verify): Groundswell Fund will not participate in any computer or online verification of immigration or work authorization status, except as required by law.

I-9 Forms: Groundswell Fund will maintain Employee I-9 forms in a file separate from personnel records, as permitted by the organization’s professional employer organization, TriNet (or its successor). Groundswell Fund will not duplicate (by photocopy, scan, or any other method) or retain the documents provided by the Employee in connection with the I-9 process.

Verification and Reverification of Employment Authorization: Groundswell Fund will not demand proof of immigration status (including Social Security Cards), other than is required by 8 U.S.C. Sec.1324A(b). That provision requires an employer to verify an employee’s identity and work authorization at the time of hire through the I-9 process. If that authorization will expire during the course of employment, the Employer is required to re-verify the Employee’s work authorization prior to the expiration of the previous period of work authorization. Other than complying with these legal requirements, Groundswell Fund will only seek to re-verify an Employee’s work authorization if it obtains actual or constructive knowledge that the Employee is not authorized to work in the United States. In such an event, Groundswell Fund will:

1. Notify the Employee. If the Employee would like to engage the Union for assistance in the matter, the Employee must provide written notice to Groundswell Fund so Groundswell Fund can communicate directly with the Union.
2. Afford the Employee a reasonable period of time of not less than 60 days to establish work authorization; and
3. Not take any adverse employment action against the Employee unless the organization has complied with steps 1 & 2 above or is required to do so by law.

Should Groundswell Fund be required to remove an Employee from employment due to the lack of work authorization, the organization shall reinstate the Employee to the job without loss of seniority upon receipt of valid work authorization if the Employee provides the appropriate documentation within 9 months of their removal from employment and the Employer has not substantially changed its mission, size, or scope, to make employment no longer feasible.

Social Security “No-Match” Letters: In the event that Groundswell Fund receives notice from the Social Security Administration (“SSA”) indicating that an Employee’s name and Social Security Number (“SSN”) as reported on the W-2 Wage and Tax Statements do not agree with the SSA’s records, Groundswell Fund agrees to the following:

1. Groundswell Fund will notify the Union of the “no-match” letter upon receipt and will provide a copy of the notice to each Employee listed on the notice;

2. Groundswell Fund will not take any adverse action against any Employee listed on the notice, including firing, laying off, suspending, demoting, retaliating or discriminating against any such Employee as a result of the SSA notice;
3. Groundswell Fund will not require Employees listed on the notice to present a copy of their Social Security Card for review, complete a new I-9 form, or provide new or additional proof of work authorization or immigration status;
4. Groundswell Fund will not contact the SSA or any other government agency after receiving a “no-match” letter; and
5. Groundswell Fund will not interrogate any Employee about their SSN.

Protection of Employee Rights during Workplace Immigration Enforcement: Unless otherwise required by law, Groundswell Fund will require a valid, signed warrant prior to allowing any law enforcement to enter any facility owned or leased by the organization where staff, contractors, or volunteers work for purposes of immigration enforcement.

Groundswell Fund will notify the Union if the organization is contacted by the Department of Homeland Security (“DHS”) or any of its sub-agencies (such as USCIS, CBP, or ICE) if a search and/or arrest warrant, administrative subpoena, or other request for documents is presented in order that the Union can take steps to protect the rights of its members. Further Groundswell Fund will:

1. Refuse admittance of any agents of DHS or its sub-agencies who do not possess a valid warrant signed by a federal judge or magistrate.
2. When presented with a judicially signed warrant, Groundswell Fund will inform the authority presenting such warrant that it is specifically withholding consent to enter any non-public areas of the workplace and is permitting the search only because compelled by the warrant.
3. Not reveal to DHS names, addresses or immigration statuses of any Employee, except pursuant to a valid warrant or subpoena signed by a federal judge, magistrate, or immigration officer designated by DHS.
4. Permit inspection of I-9 Forms by DHS only after a minimum of three (3) days’ written notice.
5. Provide no other documents besides the I-9 forms to DHS and the public access file for Labor Condition Applications to the Dept. of Labor (“DOL”) for inspection in the absence of a valid DHS administrative subpoena or a search warrant or

subpoena signed by a federal judge or magistrate.

6. Where DHS notifies Groundswell Fund that certain Employees do not appear to be work authorized, provide those Employees a reasonable opportunity of no less than two (2) weeks to establish their work authorization using documentation listed in Form I-9.
7. Nothing in this provision should be interpreted to limit the Employee's rights to continued employment under the "Receipt rule" which grants Employees ninety (90) days to present a replacement for a lost or destroyed work authorization document.
8. It is acknowledged that this agreement shall not be interpreted to cause Groundswell Fund to knowingly hire or continue the employment of any person not authorized to work in the United States as prohibited by 8 U.S.C. Sec. 1324A(a)(1)(A)(2).

Travel: Groundswell Fund must not require an employee to conduct any kind of work or travel across state lines, internationally, or anywhere they reasonably feel unsafe given their immigration status.

Loss of Work Authorization Due to Changes in the Law: Any bargaining unit member who loses their work authorization due to a change to immigration law or policy, will have their job, or a commensurate job, available to them if they regain their work authorization within nine (9) months of termination as long as said bargaining unit member (a) is prepared to return to Groundswell Fund within thirty (30) days of regaining work authorization and (b) the Employer has not substantially changed its mission, size, or scope, to make employment no longer feasible.

Loss of Work Authorization Due to Work Authorization Expiration: Bargaining unit members forced to cease employment due to work authorization expiration will not be professionally disadvantaged should they become reauthorized to work within nine (9) months of termination and are prepared to return to work within thirty (30) days of regaining work authorization. Consistent with the Employer's business needs, pending promotions or other opportunities may still be available to bargaining unit members who meet the aforementioned criteria.

Support for DACA, TPS, and Naturalization: Groundswell Fund will cover government filing fees, up to \$2,100 in a calendar year per member, for bargaining unit members applying for or renewing the following:

- Deferred Action for Childhood Arrivals (DACA) (I-821D)
- Temporary Protected Status (TPS) (I-821)
- Employment Authorization (I-765)

- Adjustment of Status (I-485)
- Naturalization (N-400)
- Employment-based temporary visas (assuming a decision has been made to sponsor such a visa)
- Advance Parole (I-131)

Legal Defense Needs: Upon request, Groundswell Fund will reimburse the cost of the MetLife Legal plan, a legal benefit program offered through our professional employer organization, TriNet, which includes immigration legal services.

General Support: Any other legal or financial support not mentioned above can be covered by the emergency fund offered to Groundswell Fund employees.

ARTICLE 45: [ADOPTION ASSISTANCE](#)

Groundswell Fund understands that families are created through many different paths. Groundswell offers Adoption Assistance to support employees who choose adoption as their path to creating a family.

Through an Adoption Assistance Flexible Spending Account (“FSA”), Groundswell Fund will reimburse eligible employees for certain adoption expenses (as defined by the IRS) up to a maximum benefit of \$27,500 per calendar year. Eligible adoption expenses are determined by the plan administrator and include: adoption fees, court costs, attorney fees, and related travel expenses. Expense reimbursements received above the IRS’s current tax excludable limit are considered taxable income to the employee and will increase the overall compensation and tax liability of the employee.

Adoption Assistance FSA reimbursement benefit runs congruent with the HRA-held fertility allotment. Employees may access either the fertility reimbursement through Groundswell Fund’s HRA provider for fertility or the Adoption Assistance FSA allotment administered by Groundswell Fund’s FSA provider, such that an employee may not exceed \$27,500 in reimbursements across these two benefits in a calendar year. The Adoption Assistance FSA plan is governed by the plan administrator, and participating employees must adhere to all requirements for claim reimbursements or any tax liabilities per the Plan Document.

ARTICLE 46: [FAMILY AND MEDICAL LEAVE](#)

Section 1. General

Groundswell Fund offers employees up to six (6) months of contractual Family and Medical Leave (“FML”) in the following circumstances:

- to care for a family member who has a serious health condition (a “family member” means any close/beloved one and chosen family);
- because of the employee’s own serious health condition that makes them unable to perform their job;
- in the event of the birth of a child, adoption of a child, or placement of a child in an employee’s home for foster care or adoption (also referred to as “Parental Leave”).

An employee may take up to six (6) months of FML in total in any twelve- (12-) month period, using a combination of paid FML time and/or other available leave time (such as sick leave, vacation leave or unpaid time off). Specifically,

- the employee will receive 100% of their regular base pay for up to the first four (4) months of the employee’s FML time off;
- for the remaining two (2) months of FML time off, the employee may utilize any accrued and unused sick and/or vacation leave or may take unpaid time off.

The Groundswell Fund FML benefit provided under this Article is intended to satisfy the requirements of any applicable federal, state or local law mandating Family and Medical Leave (including Parental Leave) for any of the purposes listed above, and this contractual FML benefit shall run concurrently with, and shall be integrated and coordinated with, any such statutory leave mandates if and to the extent legally permissible.

- Where the employee qualifies for any paid public Family and Medical Leave benefits, the employee will use such available benefits first, and Groundswell Fund’s paid FML benefit will be applied to make up the difference, if any, between the public benefit award and 100% of the employee’s regular base pay during the first four (4) months of their time off.

Section 2. Additional Requirements

Requests for use of FML must be submitted in writing to HR at least thirty (30) days prior to commencement of the intended leave period, or if the need for leave time is unforeseeable (e.g., a medical emergency, a preterm birth, or the unexpected placement of an adopted or foster child), such request must be submitted to HR as soon as possible.

When an employee requests FML for their own or a family member’s serious health condition, their written submission must include a licensed provider’s note or letter of medical necessity that describes the amount of leave required as determined with their licensed provider (this medical need evidence does not have to include any medical diagnoses or other private and sensitive health information of the employee or their family member).

Groundswell Fund's Parental Leave may be taken during the first 12-month period immediately following the birth, adoption, or placement of a child with the employee and must be taken in one continuous period of leave.

While on approved FML, employees are expected to report any change of status in the need for leave or the intention to return to work as soon as possible. When an employee intends to return to work after taking FML for their own serious health condition, they must provide a note from a licensed provider confirming their ability to return to work. GF/GAF will consider modifications or adjustments to help facilitate the employee's return to work.

While on approved FML, employees will retain their health and other insurance coverage under this Agreement, will remain eligible for any scheduled salary increases and bonuses under this Agreement, and will continue to accrue paid vacation and sick leave under this Agreement.

When an employee returns from approved FML, Groundswell Fund will reinstate the employee to the position they held as of the date leave began or an equivalent position with equivalent status, pay, and benefits.

Unused FML cannot be cashed out during or upon separation from employment with Groundswell Fund.

Additional procedures, requirements and information regarding use of Groundswell Fund FML are set forth in Appendix C to this Agreement.

ARTICLE 47: INFANT FEEDING SUPPORT

Infant-Feeding employees returning to work shall receive:

Milk Expression Breaks: Infant-feeding employees are permitted break times to express milk during work hours inclusive of directly feeding the child, pumping breast/chest milk, storing such milk or other infant feeding. Employees may use paid break time for this purpose and may use additional unpaid time as necessary. Length of time that the employee chooses to continue to support the child's health and growth shall not be limited by employer or any arbitrary limits but shall be decided on by the employee.

Private Place to Express Milk: A private room (not a restroom) is to be available for employees to express breast/chest milk/other infant feeding needs. The private room is to have a comfortable chair, electrical outlet, locking door, and be a reasonable distance from a refrigerator and appropriate sink for food grade handling. Expressed milk may be stored in either the private room or kitchen refrigerator. If at any time an employee is using the room for a purpose other than expressing milk, the space must be relinquished to an employee needing it for lactation.

Travel while infant feeding: In the event that an employee who is infant feeding is required to travel for work proper accommodations for infant feeding will be provided and covered by Groundswell Fund. Employees who are traveling and infant-feeding may need space to express milk in private, properly store their expressed milk, and transport their expressed milk, or other needs, Groundswell Fund will ensure accommodations that support employees. This may include covering shipping fees to and from travel locations as well as securing an expressed milk delivery service which provides coolers, containers, dry ice, etc.

ARTICLE 48: [HEALTH REIMBURSEMENT ACCOUNT](#)

During the term of this Agreement, Groundswell will continue to maintain an HRA Plan allowing eligible employees to obtain non-taxable reimbursement for out-of-pocket health care costs (medical, dental, vision and alternative health services) that are reimbursable under applicable provisions of the Internal Revenue Code and IRS regulations.

The annual (calendar year) reimbursement allotment under the HRA Plan shall be as follows:

- Eligible employee plus one dependent (total of two persons covered): \$3,000/year
- Eligible employee plus family (more than two persons covered): \$3,500/year
- Eligible assisted fertility health care costs: \$27,500/year
- Eligible birthing services: \$11,000/year
- Eligible gender expansive care: \$22,000/year

Unused annual HRA allotment amounts at the end of a calendar year do not carry over to the next year; they are forfeited.

The procedures and requirements for requesting and receiving HRA reimbursement funds are set forth in the HRA Plan's governing documents (Plan Documents). Reimbursement requests from employees shall be processed by the third-party administrator of the HRA Plan in accordance with the Plan Documents and applicable law. In the event of any difference between the Plan Documents and any summary or description set forth elsewhere, the Plan Documents shall control.

ARTICLE 49: [REMOTE WORK](#)

Groundswell Fund operates as an entirely virtual/remote organization where employees work remotely from home or other remote work location(s). Accordingly, all employees are expected to have a reliable and secure internet connection and be reachable during their scheduled work hours.

Groundswell Fund assumes no responsibility for any personal injuries occurring in the employee's home or other remote work location(s) outside their scheduled work hours, or for any personal injuries that occur during work hours but do not arise out of and in the course of their employment with Groundswell Fund. Groundswell Fund also assumes no liability for damage to employees' real or personal property resulting from participating in remote work.

Workers' compensation coverage is limited to designated work areas in the employee's remote work location(s). Employees are expected to practice safe habits and maintain safe conditions in their remote work location(s). Employees must follow normal procedures for reporting illness or injury.

Employees must notify HR of and update their residence in TriNet with any changes to their remote work location if they will be there for more than 30 calendar days so that Groundswell may pay the appropriate employer taxes for that state. Groundswell Fund will not be responsible for any additional employee taxes, social security contributions, or other legal obligations an employee incurs as a result of a change in an employee's remote work location.

International Remote Work

Groundswell Fund does not employ staff outside of the United States permanently. Groundswell Fund understands that an employee may occasionally desire to work remotely from outside of the United States (U.S.) and its territories for a temporary period. In these instances, the employee must request and obtain prior approval from their supervisor and HR. In order to be eligible for international remote work, the employee must be employed with the organization for at least six (6) months; the nature of the work during the requested time period must be conducive to remote work and not require work travel; and the employee must have and maintain appropriate technical connectivity, communications accessibility, and designated work areas in their remote location(s), as further detailed below.

International remote work is limited to a maximum of 30 calendar days per calendar year. U.S. territories are excluded from this 30 calendar days per year limitation. Groundswell/Groundswell Action Fund employees may bring up unique situations to HR if they need an extension beyond 30 calendar days per year. Situations will be addressed by HR on a case-by-case basis. The employee is responsible for ensuring compliance with all applicable laws, regulations, and tax requirements in the country from which they will be working.

Groundswell Fund will not be responsible for any additional taxes, social security contributions, or other legal obligations arising from the employee's international remote work arrangement. Further, Groundswell Fund's workers' compensation insurance may

not be available to the employee while working internationally, so Groundswell Fund assumes no responsibility for personal injuries occurring in the international remote work location.

The employee must maintain regular communication with their team and supervisor, ensuring that they are available during Groundswell Fund's core hours and any other scheduled working hours. The employee must use Groundswell Fund-provided communication tools and platforms for work-related discussions and collaboration. Additionally, the employee must adhere to all Groundswell Fund policies regarding data security, confidentiality, and the protection of intellectual property while working remotely. They must ensure that they have a secure and reliable internet connection and take necessary precautions to safeguard organizational data and systems.

Any additional expenses incurred due to international remote work (e.g., international phone plans, internet costs, travel between international work locations and required work travel locations) will be the sole responsibility of the employee.

Groundswell Fund reserves the right to revoke, terminate or modify an employee's international remote work arrangement at any time, based on organizational needs or if Management determines that the arrangement is unsatisfactory for any reason (including, but not limited to, noncompliance with any requirements of this Article or negative effect on the employee's performance).

ARTICLE 50: [WAGES](#)

During the term of this Agreement, the Employer will follow the requirements and maintain the standards set forth below for compensation of Bargaining Unit employees.

1. One-Time Adjustment: The Parties agree that no later than the Effective Date of this Agreement, Groundswell Fund will make a one-time adjustment to employees' compensation, as follows, to align with the salary framework set forth in Appendix A to this Agreement and referenced in Section 4, below: All unit members that began employment prior to 1/1/2024 and are employed as of the ratification of this Agreement will receive a 4.9% cost of living adjustment (COLA) in the form of either a salary increase and/or bonus payout, made retroactive to 1/1/2024. Those staff that are close to, at or above the midpoint of their assigned salary midpoint, will receive all or a portion of this COLA in a bonus payment.

2. Pay Practices: For overtime calculations and salary administration, the fixed 7-day "workweek" for Groundswell Fund is the period beginning at 12:01 a.m., Sunday and ending at midnight, Saturday. All employees will be paid semi-monthly on the 15th and

end of the month. For paydays falling on a weekend or holiday, employees will be paid the prior business day. If employment ends, employees will be paid their final wages in accordance with applicable state law.

3. Salary Floor: The following salary floor is intended to provide a minimum guideline for pay at Groundswell Fund / Action Fund: Full-time bargaining unit employees, both hourly and salaried, will be paid no less than \$75,000 per year (for hourly employees, the \$75,000 minimum will be the corresponding hourly rate of \$36.06 per hour).

4. Wages and Salary Changes: Groundswell Fund has established a salary framework to ensure equitable, consistent, and competitive pay for all staff members. Each of Groundswell's jobs has been assigned to a salary band based on an evaluation of duties and responsibilities of the job. These evaluations are aligned with the band framework that has been established to define the general knowledge, scope, responsibility, and leadership requirements of each salary band. The band framework, which is attached as Appendix A to this Agreement, consists of six (6) bands: associate, coordinator, specialist/manager, director, executive leadership, and chief executive officer. The evaluation and assignment of roles to each salary band within the band framework is determined by the HR team in collaboration with the Chief Executive Officer and the direct supervisor. Groundswell Fund is committed to reviewing the salary framework periodically in collaboration with the Union (approximately every 2-3 years, but sooner if Management or the LMC deems it necessary) to ensure that the framework remains competitive with the market. The next salary study will take place within 12-18 months (completed no later than 12/31/2025).

Salary Bands: Each salary band is constructed with a minimum, midpoint, and maximum dollar amount. The minimum and maximum of each salary band represent the lowest and highest salaries each employee can possibly earn in their role. The HR team is responsible for maintaining the salary bands and framework, and will review them periodically (approximately every 3 years) to ensure it remains competitive with the market. Each year, the salary framework's rates will be adjusted by the annual federal cost-of-living-adjustment ("COLA") percentage growth from December to December of the previous calendar year published by the U.S. Department of Labor.

Compensation Adjustments: Employees' wages and salaries will be reviewed approximately once a year, in Q4, during the term of this Agreement. In consultation with the Union, adjustments may be made to salaries, individually or as a group, where it is deemed appropriate by Management due to factors that include: inequity with other employees, consistently outstanding performance that is not being recognized adequately by the current salary, market rates, inflation or other economic factors. Such adjustments are generally made effective January 1 of the next fiscal year following the review. Under no circumstances will bargaining unit member salaries be decreased without Union consultation.

The following compensation adjustments may be granted to employees under this Article:

- **Annual Merit Pay Increases:** Employees with satisfactory performance or better, as determined by the Employer in accordance with the Performance Evaluation provisions of this Agreement (Article 15), are eligible for an annual merit raise. The merit raises will range from 3-5% depending on the employee's performance review. Annual merit increases must be approved by HR and may be paid out in either a salary increase or bonus payment. Annual merit pay increases awarded to staff will not exceed the maximum of the respective salary band. If the merit pay increase will result in a salary amount that exceeds the maximum of their salary band, the staff member's salary will be capped at the maximum, and any difference between the increase to the maximum and the annual award will be given as a bonus. For example, if a staff member's salary is \$3,000 below the maximum, and the annual salary increase is expected to be \$5,000, the staff member will receive a salary increase to cap them at the maximum (\$3,000) and will be given the remainder (\$5,000 - \$3,000 = \$2,000) as a bonus. Employees will receive written notification of the amount of their annual merit raise, if any, within eight (8) work days following the employee's performance review. In the event that Groundswell is unable to conduct an annual performance review by the last day of a given fiscal year, all employees who have as of that date served more than ninety (90) days in their current role will receive an automatic merit raise of 4% effective January 1 of the next fiscal year.

The Board of Directors ("Board") and Chief Executive Officer approves the annual salary increase budgets each year through which will determine cost-of-living and merit pay increases. If the Employer determines that its fiscal condition does not permit it to provide annual merit pay increases called for in this section, the Employer will provide the Union, upon request, with a report on its overall financial condition to support its position on annual merit wage increases.

The Employer will also submit a plan for revisiting and considering potential merit increases at a later time in case that the Employer's financial position subsequently improves.

- **Cost of Living Adjustment (COLA):** Cost-of-living adjustments ("COLA's") for all employees will be effective for the pay period that includes January 1st of each calendar year during the term of this Agreement. The amount of the COLA provided by the Employer will be the federal COLA percentage growth from December to December of the previous calendar year as published by the U.S. Department of Labor, Bureau of Labor Statistics. As an example, if the federal COLA percentage growth is 3% and the current band rates are \$90,000, \$100,000 and \$110,000 for minimum, midpoint, and maximum, respectively, then the rates would be adjusted up by 3% to \$92,700, \$103,000, and \$113,300, respectively. If

the Employer determines that its fiscal condition does not permit it to provide COLA's called for in this section, the Employer will provide the Union, upon request, with a report on its overall financial condition to support its position on COLA's. The Employer will also submit a plan for revisiting and considering a potential COLA at a later time in case that the Employer's financial position subsequently improves.

Example: If your salary is \$110,000 annually and the COLA is 3.5% then your salary would increase by \$3,850 to \$113,850.

- **Temporary Pay Increases:** In the event an employee is asked to temporarily cover the workload of another employee for more than one month (16 work days), and the temporary coverage workload involves a substantial increase in the employee's responsibilities, that employee will receive a temporary "differential" pay of an extra 15 percent (15%) of their current salary added to their base salary until that employee is relieved of their temporary coverage duties, or that employee's workload and duties are reprioritized so that their workload does not significantly exceed that of their regular position. Temporary workload coverage may be requested to address parental leave, sabbatical, unexpected absence or other circumstances and needs identified by the Employer. It is incumbent on HR and the employee supervisor to have a conversation and documentation with the employee to have clarity and agreement on pay adjustment and/or workload being reprioritized.
- **Promotional Increase:** An employee's salary will be reviewed at the time of promotion or transfer to a higher level job to determine what salary increase may be warranted. Groundswell Fund defines a promotion as a move to a job with substantially greater job expectations and the addition of significant duties and/or key areas of responsibility.

Generally, promotions and any associated increases will be discussed during the annual performance review process. During any promotional conversation, an employee's salary, job description and responsibilities will be reviewed with their supervisor (supervisor will discuss with HR) to align all parties' understanding of the promotional offer. If a promotion is granted, the staff member will receive a salary set between 90% and 98% of the midpoint for the new position, based on the following decision criteria that is determined by HR in collaboration with the supervisor. Any promotion increase must be approved and communicated by HR.

Promotional Increase Amount	Decision Criteria
90% of midpoint	Employee does not meet all of the qualifications of the role as defined in the job description, and still need to gain experience to meet the qualifications.
94% of midpoint	Employee meets the qualifications of the role or meets most of the qualifications of the role as with other skills or competencies that are transferable.
98% of midpoint	Employee exceeds the qualifications of the role

5. Minimums and Compound Increases: Bargaining unit employees' wages, the salary floor, and COLA's outlined above are deemed to be minimums above which the Employer may pay a greater amount, in its sole discretion, irrespective of other terms of this Agreement. An employee is eligible to receive all four types of pay increases and is not deemed ineligible for one type of increase due to receiving other increases.

6. Retention Bonus: An employee who has worked at Groundswell Fund for three (3) consecutive years, who has received at least an “satisfactory” rating on their most recent performance review, and who has incurred no disciplinary actions within the previous six (6) months will receive a one-time \$2,500 retention bonus.

7. Language Differential Pay: Staff members who meet the Bilingual Differential Pay criteria set in Article 35 will receive the additional compensation as set forth in Article 35.


8. Ratification Bonus: All bargaining unit employees employed as of the date this Agreement is ratified will receive a one-time ratification bonus of \$2,500.

ARTICLE 51: TERM OF AGREEMENT

1. This Agreement shall become effective on the date when it has been ratified and has been signed by both Parties (“Effective Date”) and shall expire at midnight on December 31, 2026.

2. In the event of a financial crisis during the term of this Agreement, the Parties agree that prior to invoking Article 18 Layoffs, the Employer may, by written notice to the Union, reopen any wages or benefits provisions of this Agreement for negotiation with the Union over proposed modification(s) to such provisions based on financial need. Should the Parties fail to reach agreement over such proposal(s) within thirty (30) days of such reopening notice, then upon written notice by either Party to the other Party the dispute will be resolved by submission to binding interest arbitration before a neutral Arbitrator selected in the manner provided in Article 17, Section H [the Grievance/Arbitration article of the CBA]. All other provisions of this Agreement will remain in full force and effect for the term of the Agreement as defined in Section 1 above, except and to the extent waived or modified by mutual written agreement of the Parties.


3. No later than sixty (60) days prior to the expiration of this Agreement but no earlier than six (6) months prior to the expiration date of this Agreement, either of the Parties may initiate negotiations for a new Agreement by written request to the other party.


Decovan Rhem (Oct 7, 2024 16:32 PDT)

07/10/2024

Decovan Rhem, President, CWA Local 9415

Date


Yamani Yansa Hernandez (Oct 7, 2024 18:33 CDT)

07/10/2024

Yamani Yansa Hernandez, CEO, Groundswell Fund

Date

Appendix A: Bargaining Unit Salary Band Level Descriptions

Band Level	Band Level Description	Roles
Specialist / Manager	<p>Senior professional or manager functioning with a high level of autonomy that manages and delivers processes and projects for an area of work for the organization.</p> <p>Possesses advanced knowledge of specialized tools and methods within a discipline informed by a minimum of 5 years of related and progressively responsible experience including project or program leadership.</p> <p>Develops and implements processes, short-term goals, and procedures within the area of responsibility aligned with functional mid-term and long-term goals.</p> <p>Analyzes a variety of problems/issues and determines solutions, often without precedent and/or a defined decision-making structure.</p> <p>Typically serves in an independent contributor role, but may indirectly manage the work of contractors and other professionals or associates within processes, projects or programs. Supports professional development of others by providing coaching, guidance and training as-needed to support operations or lead complex projects.</p>	<p>IT Manager Foundation Relations Manager Database Manager Lead Communications Manager Program Manager Lead Program Officer</p>
Coordinator	<p>Experienced professional or advanced paraprofessional functioning with varying levels of autonomy and occasionally spends time exercising discretion when delivering project/program planning and implementation support for an area of work.</p> <p>Possesses intermediate knowledge of specialized tools and methods within a discipline informed by a minimum of 3 years of related and progressively responsible professional experience.</p> <p>Contributes to development of processes, short-term plans, and procedures within scope of responsibility.</p>	<p>Operations Manager Grant Writer Program Officer Capacity Building Trainer</p>

Band Level	Band Level Description	Roles
	<p>Analyzes problems/issues and determines solutions, occasionally without precedent and/or a defined decision-making structure.</p> <p>Typically serves in an individual contributor role, but may provide training, coaching and guidance to others as-needed to support operations or lead projects.</p>	
Associate	<p>Paraprofessional executing procedures, maintaining systems and coordinating tasks in support of daily organization activities. Follows multiple processes and procedures and independent judgment is often limited to sequence of task completion.</p> <p>Possesses intermediate knowledge of administration and project coordination skills informed by a minimum of 2 years of related paraprofessional or volunteer experience.</p> <p>Follows processes and procedures to maximize organizational efficiency.</p> <p>Responds to problems/issues with solutions typically guided by well-established process and procedures and/or in consultation with a supervisor. Exercises limited independent judgment and makes decisions confined to determining best sequence and method of routine task completion.</p> <p>Serves in an individual contributor role, but may provide guidance to new staff as-needed to support training, projects or processes.</p>	<p>Grantmaking Program Associate Admin Assistant</p>

Appendix B: Bargaining Unit Salary Band Ranges

Band Level	Band	Minimum	Midpoint	Maximum
Specialist / Manager	3	\$99,000	\$110,000	\$121,000
Coordinator	2	\$85,500	\$95,000	\$104,500
Associate	1	\$75,000	\$79,790	\$84,580

Appendix C: Procedures for Family and Medical Leave

Absent unforeseen circumstances, employees must notify Human Resources (“HR”) with at least thirty days’ written notice of the anticipated start date of the Family/Medical Leave. In the event of unforeseen circumstances, such as a preterm birth or the unexpected placement of an adopted or foster child, notice must be provided to HR as soon as possible.

HR must enter the employee’s Family/Medical Leave into the TriNet platform for tracking and notification purposes. Employees must complete an Extended Leave of Absence Request Form to assist us through this process. Once completed, we will return the form to you once completed by HR.

TriNet will determine if the employee is eligible for a benefits-protected leave through applicable federal, state or local family and medical leave laws.

TriNet may require supporting documentation and/or medical certification from a health care provider from the employee to be eligible for any applicable federal, state, or local family and medical leave laws.

Per TriNet, employees must initiate their disability or paid family leave insurance claims directly with the state agency, if eligible and applicable. Employees may contact TriNet to receive support when filing these claims.

TriNet is required to continue any active employer-sponsored medical, dental, vision, disability and life insurance coverage under Groundswell Fund’s plan while an employee is covered by any statutory benefit protection (as dictated by the applicable federal, state, or local family and medical leave laws). After any statutory benefits protections have been exhausted, or if there are no statutory benefit protections available, the employer-sponsored benefits continuation eligibility will end as early as the last day of the month in which the statutory protection ends.

At that time, employees will need to continue their group health insurance coverage in conjunction with the federal COBRA guidelines by making monthly payments to TriNet. Groundswell Fund will reimburse employees for any COBRA expense obligation through the Family/Medical leave period.

Employees with questions about Family/Medical leave procedures should contact HR or TriNet.

In addition, through TriNet’s HR hotline, staff can gain access to healthcare navigation support to ensure the successful management of this process. This includes clarifying the procedures listed above and gaining information regarding what you should do while on leave to ensure continuation of benefits and eligible pay. TriNet can also provide suggestions on how to navigate access to any state insurance that they may have available to them. Groundswell Fund will provide coaching to supervisors so that they

may help with staff onboarding back into the workplace smoothly, which may include: advising on staggering work meetings days, co-creation of a return to work plan, chest feeding support accommodations, etc.










Groundswell Fund and CWA Final CBA to be Signed

Final Audit Report

2024-10-07

Created:	2024-10-07
By:	Lorena Gamboa-Martin (lgamboamartin@groundswellfund.org)
Status:	Signed
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