



**Communication Workers of America / Forward Together Workers  
United  
and  
Forward Together / Forward Together Action  
Collective Bargaining Agreement**

**June 1, 2024 – May 31, 2027**

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## **1. Article: Recognition**

Forward Together (FT) / Forward Together Action (FTA) (the Employer) recognizes Forward Together Workers United (FTWU) / Communication Workers of America (CWA) (the Union) as the Exclusive Bargaining Agent for all non-Director and non-confidential employees. The bargaining unit currently includes the following titles:

1. Executive Assistant
2. Administrative Coordinator
3. Field Organizer
4. Field Manager
5. Donor Organizing Manager
6. Individual Giving Manager
7. Network Coordinator
8. Network Organizer
9. Network Engagement Manager
10. Information Technology Manager
11. HR & Operations Assistant
12. HR Coordinator
13. Staff Accountant
14. Senior Accountant
15. Social Media Coordinator
11. Media Strategist
12. Digital Coordinator
13. Data Strategist
14. Cultural Strategy Manager
15. Development Coordinator
16. Grant Writer
17. Grants Manager
18. Cultural Strategist

## **2. Article: Bulletin Boards**

The Union shall be permitted space to place a bulletin board in break rooms on the Employer's

property. The size and exact location of the bulletin boards in the break rooms will be determined by the Employer. Such bulletin boards are to be used exclusively by the Union. The Union may also offer an online Digital Bulletin Board / Newsletter at its sole discretion, through employees' company email. Bulletin board material shall normally consist of the following and shall at no time include material that violates any provision in this Agreement:

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

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

### **3. Article: Union Labor**

The Employer will endeavor to give preference to unionized contractors/vendors where feasible, provided such commitment is not otherwise in conflict with applicable federal labor law. From time to time, the Union may request a special meeting with the Employer's Board of Directors. Approval of such meeting requests will not be unreasonably withheld.

### **4. Article: Successors and Assigns**

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

### **5. Article: Management Rights**

Except as expressly modified or restricted by a specific provision of this Agreement, all managerial rights are retained and vested exclusively in the Employer. It is the right of the Employer to direct bargaining unit 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, and to hire, discipline or discharge bargaining unit employees for just cause, to assign, transfer, layoff, and promote employees, subject to the employees' rights and privileges which are expressly set forth and preserved herein. The parties agree that they shall exercise their respective rights responsibly in the best interest of the organizations, the employees, and the community/constituents the Employer seeks to serve.

### **6. Article: Savings**

If any provision of this Agreement is determined to be illegal or invalid as the result of any applicable local, state, or federal law, only that provision will be ineffective. In that event, the parties will promptly meet to negotiate a replacement for such provision(s). Such invalidity will not impair the validity or enforceability of the remaining provisions of this Agreement.

## **7. Article: Union Security**

- A. **DUES.** Except where prohibited by law, each bargaining unit employee shall, as a condition of employment, pay to the Union the amount of the Union's uniformly required dues within 30 days of the effective date of this Agreement or the employee's entry into the bargaining unit, whichever date is later, until the termination of this Agreement.

For purposes of this Article, "dues" includes membership dues or amounts equal to membership dues, initiation fees, assessments, and authorized arrearages.

The Employer may inform employees and applicants of this obligation.

- B. **DEDUCTION.** The Employer will deduct dues from the pay of a bargaining unit employee, upon receipt of written authorization signed by such employee. Deductions will be taken each payroll period and will be paid to the Union no later than ten (10) days after the end of the preceding month.

## **8. Article: Labor Management Committee**

The Union and Employer will establish a Labor-Management Committee consisting of two representatives of the Employer and two representatives of the Union. It is not the intention of the parties to renegotiate the terms of the Agreement, but rather to provide an opportunity for the parties to address unrelated matters. The committee will meet no less than quarterly, unless otherwise mutually agreed upon. Employer representative(s) will include at least one member of the Executive team. The meeting agenda will be mutually agreed upon and the meeting will be co-facilitated by the Union and the Employer. Labor-Management meetings will be open to observation by any staff member. Within 20 business days after a Labor Management Committee meeting, the parties will provide a written response to any unresolved issues raised by the other party.

## **9. Article: Non-Discrimination and Anti-Harassment**

Neither the Employer nor the Union will tolerate discrimination or harassment against any employee by reason of race, color, creed, caste, sex (including pregnancy, childbirth, breastfeeding and related medical conditions), gender (including gender identity and gender expression), religion, marital or family status, registered domestic partner status, age (40 or older), 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 or mental disability, history of disability, 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 except as permitted by applicable law, obesity, HIV/AIDS, height, weight, lawful off-duty conduct and activity, lawful 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.

Harassment is verbal, physical and visual conduct that creates an intimidating, hostile or offensive work environment, or may otherwise unreasonably interfere with an employee's work performance, based on one of the protected characteristics listed above.

This Agreement shall be distributed to each newly hired bargaining unit employee at their orientation, and they will be required to take anti-harassment training as soon as reasonably possible, but no later than six months following their date of hire.

### **10. Article: Remote Work**

The Employer is a fully remote workplace. and approved by the Employer. In lieu of their home office stipend, bargaining unit employees will have access to a co-working space selected by the employee and approved by the Employer, provided that (a) the co-working space is in reasonable proximity to the employee's residence; and (b) the employee works in the co-working space at least 85% of the employee's work time.

Internal in-person events organized by the Employer (such as Staff Strategy Sessions) shall always be either fully remote or hybrid, i.e., include the option for employees to attend in person at the Employer's expense or to participate remotely. Employees will not be asked to provide a reason for opting for the remote option.

The Employer will strive to make all external in-person events hybrid as well, provided that the nature of the event lends itself to a hybrid format in the judgment of the Employer. The input of administrative staff, Assistant- and Coordinator-level staff and Field Organizers will be consulted in making the decision whether to offer a hybrid option for an external in-person event.

### **11. Article: Work Rules**

When the Employer desires to revise an existing work rule-or establish a new rule the Union will be given advance notice of the proposed rule change and be provided with an opportunity to meet and discuss potential impact. The Employer will withhold implementation until the parties have completed good faith discussions.

### **12. Article: Personnel Files**

A bargaining unit employee can view their digital personnel file on the virtual workplace portal at any time. Any modifications or edits to an employee's records should be updated to the virtual portal within 5-7 business days from the modification. Employees who believe that any material in their own personnel file is irrelevant, inaccurate, or incomplete, may submit a written request to their immediate supervisor to revise the file accordingly. If the Employer

declines the request, the employee may supplement the file with a statement of the employee's position. Employees may copy anything in their file, but are not allowed to delete anything.

### **13. Article: Union Activity**

The Union may designate two (2) bargaining unit employees as shop stewards, and two (2) bargaining unit employees as alternate shop stewards. The Union shall notify the Employer in writing of the designated stewards and alternative stewards at least one (1) week before the designation takes effect. Alternate stewards may act in the absence of a steward.

The Employer will notify the Union of a newly hired or newly transferred bargaining unit employee within one week of the employee's start date. Within thirty (30) days thereafter, a shop steward or officer of the Union will have the ability to meet with the new employee for up to two (2) hours at a mutually convenient time in order to orient the employee to the Union and this Agreement. The time spent in this meeting will be paid time for both the newly hired employee and the shop steward. No management employee or management designee shall be present at the meeting.

The shop steward shall suffer no loss in pay for representing other bargaining unit employees during grievance meetings, investigatory interviews, bargaining sessions with management and Joint Labor Management Committee meetings when such activities are conducted during normal work hours .

### **14. Article: Office Working Conditions**

#### **A. Health and Safety**

The Employer shall provide a safe and healthful workplace by adhering to the following:

- a. **For home offices : Employer-Provided** office chair and desk that meet ergonomic and accessibility standards as necessary any other furniture, technology, or miscellaneous items needed to prevent pain and injury while working either (a) as agreed between the Employer and the employee to be necessary; or (b) at the Employer's option, as determined by an ergonomics expert engaged by the Employer to be necessary. All such equipment shall be purchased by the Employer through a vendor approved by the Employer.
- b. **For any other physical workspace where an employee works:** Upon the employee notifying the Employer of a perceived problem with a workspace the Employer has leased under Article 10 of this Agreement [Remote Work], either (a) the Employer and the employee will agree that a different workspace will be leased for the employee.



**B. Adequate Office Space**

For physical workspaces where an employee works, the Employer will ensure that bargaining unit employees will have: access to a desk and office chair that meet ergonomic and access standards as necessary; access to a printer and scanner; access to any other furniture, technology, or miscellaneous items that an employee needs to fulfill their duties. Subject to the Employer's approval, such equipment and supplies will be provided at the Employer's expense purchased from an Employer-approved vendor.

**15. Article: Grievance Procedure and Arbitration**

Timely interaction between the Employer and the Union on workplace issues can resolve most grievances, so such interaction is encouraged.

**A. Request for Union Representation**

At any meeting between the Employer and a bargaining unit employee in which a formal level of discipline is contemplated to be imposed, or at an investigatory interview where the employee reasonably expects that disciplinary action may result, the employee shall be entitled to have a Union representative (a shop steward or representative from the Local) present provided that the meeting is not unduly delayed thereby. To the extent practicable, the employee will be informed at least two (2) business days in advance of the subject of any such meeting.

**B. Communication and Problem Solving**

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

**C. Presentation of Problems/Grievances**

**Step One - Grievance Procedure**

A grievance must be in writing and must describe with reasonable specificity the nature of the grievance, the date of the occurrence, the article of this Agreement alleged to have been violated, -and the remedy sought.

A grievance must be presented by the grieving party to the responding party within fifteen (15) working days from the first occurrence of the action (or omission) or when the action (or omission) should reasonably be discovered.

The responding party will provide the grieving party's representative with

information and/or reasons it used or relied upon as a basis for the action (or omission) no later than fifteen (15) working days following presentation of the grievance.

The Step One Grievance meeting will be held within fifteen (15) working days following presentation of a timely grievance. One (1) representative designated by the Union may attend this meeting. The responding party will inform the grieving party of its position and rationale for its action or decision at the conclusion of the Step One Grievance meeting.

### **Step Two - Grievance Procedure**

Within fifteen (15) working days of the conclusion of the Step One meeting, the grieving party may notify the other party in writing of its intent to escalate the grievance to Step Two. In the event the Union is the grieving party, notification will be to the co-Executive Directors of the Employer or to an authorized designee. In the event the Employer is the grieving party, notification will be to an authorized representative of the Union.

Within fifteen (15) working days of the timely escalation of a grievance to Step Two, the parties will hold the Step Two Grievance meeting. One (1) representative designated by the Union may attend this meeting.

No later than fifteen (15) working days after the Step Two meeting, the responding party will inform the grieving party in writing of its Step Two decision.

### **Sharing Information and Communication**

During the processing of grievances at Step One and Step Two, the Employer will communicate with the Union representative, not the grievant (a.k.a. the aggrieved employee) and the Union will communicate with the Employer representative-designated by the Employer. In preparation for any eventual mediation and/or 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 prior to any meetings. 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.

### **Step 3: Mediation**

Should the grievance remain unresolved after Step Two, the parties will try in good faith to settle the grievance by mediation lasting at least one day.

The process shall be confidential based on terms acceptable to the mediator.

The parties will obtain a list of mediators from the American Arbitration Association's National Roster of Mediators, or from the Federal Mediation and Conciliation Service (FMCS), or from the California State Mediation and Conciliation Service (CSMCS). Any cost of mediation will be borne equally between the parties.

#### **Step 4: Arbitration**

If the grievance is not resolved in mediation and the grieving party wishes to pursue it, the grievance will be submitted to arbitration. The first day of the arbitration will be held within six (6) months from the date of the timely written notification of the intent to arbitrate.

The parties will obtain a list of seven (7) labor arbitrators from the American Arbitration Association's National Roster of Arbitrators. An arbitrator will be selected off the list by the parties alternately striking names. If the arbitrator thus selected notifies the parties that they are unable to accept a case and/or to hold a hearing within six (6) months of selection, the case will be referred to the arbitrator who was the last to be stricken, and so on until an arbitrator is chosen.

The Union and the Employer shall promptly agree on a hearing date after securing available hearing dates from the arbitrator. The parties shall schedule the hearing in accordance with customary procedures for Northern California labor arbitration cases.

If the parties cannot agree on a proposed hearing date, then the Arbitrator selected by their mutual agreement shall be empowered to schedule the opening date for the hearing within the six (6) month timeframe outlined above.

The fees and costs of arbitration, including the Arbitrator's per diem, scheduling and/or cancellation fees, the per diem or fees of a stenographer, and transcript costs shall be borne equally by the parties. Any legal fees and costs shall be paid by the party incurring them.

#### **Timeliness**

Any deadline in this Article may be extended by mutual agreement of the Union and the Employer. However, in the event that a grievance is dormant for a period of thirty (30) days or more beyond any particular step, the grievance will be deemed withdrawn.

## **16. Article: Holistic Security**

There will be a holistic security committee created, for the purpose of creating and maintaining, a set of holistic security practices that all employees, contractors and partners will be expected to follow as part of their work with the Employer.

The committee will conduct risk/threat assessments and determine methods to mitigate these risks and threats. Such methods may include periodic staff training and security checks (both digital and physical). With the prior approval of the Employer, the committee may partner with external firms to assess risks and threats and to develop methods to mitigate them.

The committee will make staff members aware of the ongoing risks and threats that the Employer faces and provide them with knowledge and training to respond to these risks and threats when they arise.

The Employer will make funds available to post bail for a bargaining unit employee, and to cover the costs of any other fees incurred by a bargaining unit employee, due to unlawful arrest and/or seizure of property in connection with their employment with, or work for, the Employer.

The committee will consist of a member of the executive team, human resources manager, IT manager, data analyst, operations manager and a reasonable number of bargaining unit and non-bargaining unit employees who wish to participate, as approved by the Employer.

The committee will meet at least once per month until practices are written, agreed upon and established, and at least once per quarter thereafter to assess and revise these practices.

If at any time an employee feels unsafe during any work activity, they may withdraw without penalty, and report that they feel unsafe and why to their supervisor and/or a steward.

## **17. Article: Subcontracting/Work Preservation**

No temporary or contract workers will be hired to perform the work historically and customarily performed by bargaining unit employees unless there is a compelling business reason. In such cases, before proceeding, the Employer will notify the Union of the intent to hire contract workers, provide the compelling business reasons for the hire, and respond to any concerns from the Union.

Bargaining unit employees shall not be terminated and replaced by the use of contractors or employees outside of the bargaining unit.

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

## **18. Article: Hiring and Job Posting**

The Employer will provide equal employment opportunities to all applicants and employees consistent with Article [9] of this Agreement.

An assessment tool for new bargaining unit positions shall be reviewed by all members of the relevant department, including all bargaining unit members in the department. The hiring manager submitting the assessment tool shall give good faith consideration to their team's feedback.

All postings for bargaining unit positions shall contain the following: "This is a union position represented by Forward Together Workers United (FTWU)/Communication Workers of America."

### **Interview Panel**

All interview panels will include at least one bargaining unit employee designated by the hiring manager either from the department of the position being hired or from a department that works closely with the position being hired.

### **Internal Hiring**

Newly created or vacant bargaining unit positions will be available to current bargaining unit employees for at least seven (7) days before they are posted externally. Priority for such positions among internal candidates will be as follows:

1. First priority will be afforded to qualified employees within the department or team where the position belongs OR who occupy a position that is in line with career growth in that area. In the event of equal qualifications between two or more such employees, the position will be given to the employee with the most seniority.
2. Second priority will be afforded to other qualified bargaining unit employees. If more than one such employee shows interest, the hiring lead must assess them according to the job description and requirements. In the event that two or more candidates are equally qualified, the position will be given to the candidate with the most seniority.

Internal candidates will not be penalized for expressing interest in a job opening.

### **External Hiring**

All newly hired bargaining unit employees will serve a probationary period of ninety (90) days during which the employee may be terminated for any reason that in the interest of the employer is just and sufficient and without recourse to the grievance arbitration procedure

### **19. Article: Management Training**

The Employer shall ensure that all staff who supervise departments and/or bargaining unit employees undergo management training at least annually and within six (6) months of (a) the ratification of this Agreement or (b) being hired or promoted into a management position, whichever is sooner, and at least annually thereafter.

### **20. Article: Progressive Discipline**

The Employer will use progressive discipline to address violations of this Agreement or of work rules, and to assist bargaining unit employees to address areas in their work responsibilities that require improvement.

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

However, the Employer will be entitled to comment on the employee's refusal.

#### **Level 1: Counseling / Verbal Warning**

The employee will be counseled (verbally warned) if the employee does not meet the standards of their job-related responsibilities, behaves in a manner that negatively impacts other staff member's ability to perform their work-related tasks, or violates a work rule or any provision of this Agreement.

#### **Level 2: Written Warning/Documented Counseling**

If the issue persists from the previous level or if the issue is more serious, the Employer will warn the employee of the consequences of continuing the conduct/failing to cease the conduct in a written warning or a documented counseling.

#### **Level 3: Documented Counseling and/or Plan of Action for Improvement**

Depending on the circumstances, a plan of action and timeline to follow up may be developed. Employees on written warning, documented counseling, or plan of action are eligible to transfer to a different department to a role that is of similar level to their current role, but are not eligible for promotion.

#### **Level 4: Termination for Cause**

If an issue identified in a written warning is not adequately addressed or recurs, the

employment may be terminated. In cases of serious misconduct, immediate termination rather than progressive discipline may be taken.

Immediate termination offenses include but are not limited to:

- Possession, use, sale, distribution or being under the influence of illegal or controlled substances while on work time or at an Employer-sponsored or affiliated event
- Theft or embezzlement, which may include credit card misuse
- Engaging in harassing or discriminatory conduct in violation of this Agreement or applicable law
- Fabrication or falsification of business documents, including expense reports and time records
- Engaging in a physical or verbal altercation while on work time or at an Employer-sponsored or affiliated event
- Bullying or abusive treatment of another employee, a contractor, or a volunteer
- Illegal gambling while on work time or at an Employer-sponsored or affiliated event
- Use of Employer-owned equipment, such as computer or cellphone, for an unethical or immoral purpose
- Deliberate or grossly negligent loss of, or damage to, Employer-owned equipment

## **21. Article: Use of Restorative and Transformative Justice Processes**

The parties will work collaboratively to formalize a process to engage in internal community building to promote mutual trust and respect, and to create a workplace culture that embraces restorative justice values and practices as may be appropriate in the labor-management setting. The Employer and Union will agree on this process and detail it in the “Restorative Justice Side Letter of Agreement” or the like. The Employer and Union will need to agree on any future changes to the process and document. Nothing herein is intended to alter the date by which formal grievances pertaining to alleged violations of this Agreement are to be submitted under the grievance and arbitration provisions in Article 15.

## **22. Article: Hours of Work**

### Hours of Work and Overtime

A full-time workday for a non-exempt bargaining unit employee is 8 hours. A full-time workweek for a non-exempt bargaining unit employee is 32 hours, Monday-Thursday. Exempt employees are expected to fulfill their work responsibilities within this same schedule, but must work as many hours on as many days as their responsibilities require. Workdays and workweeks may be changed depending on department, program, and organization needs.

Employees may be required to work overtime when warranted. Nonexempt employees must have the prior approval of their supervisor before working overtime.

Only hours actually worked will be used to calculate overtime pay. Holidays and paid time off do not constitute hours worked for the purposes of computing overtime.

Non-exempt employees will be compensated at the rate of 1 1/2 times the employee's regular rate of pay for all hours worked in excess of 8 hours in a workday or 32 hours in a workweek. Non-exempt employees must accurately record all hours worked.

### Rest and Meal Breaks

Bargaining unit employees receive, and must take, a paid 15-minute rest break for every four hours worked or major fraction thereof. In addition to the rest break, lactating employees receive a reasonable amount of additional paid time as necessary in order to express milk for a chest fed child.

Employees who work five hours or more in the workday receive, and must take, an unpaid 30-minute meal break to begin before the beginning of the sixth hour of work. Nonexempt employees must take their meal break and must accurately record the beginning and end of the meal break.

## **23. Article: Professional Development**

Bargaining unit employees are eligible to engage in professional development activities, including time/money spent on activities necessary to remain in good standing with professional associations. Professional development includes conference or training registration, required materials or resources for the training or conference, and travel costs. Professional development activities must relate to the employee's current role and responsibilities at the Employer, or be related to their path for advancement. The Employer must approve professional development requests prior to the employee's participation/enrollment. The Employer will pay the professional membership dues for any professional association that is required by an employee's position.



## **24. Article: Job Descriptions**

The Employer will maintain current and accurate descriptions for each job classification in the bargaining unit. Job descriptions will be reviewed annually and upon the request of the employee.

## **25. Article: Compensation**

### Cost of Living

In determining whether annual Cost of Living Adjustments (COLA) will be made, the Employer will take into account the Employer's budget, the capacity to absorb permanent costs in the future, and the Social Security Administration's COLA increase.

- Management and Union agree to create a cross-departmental COLA committee that will evaluate the most equitable distribution of COLA increases among bargaining unit employees

### Salaries

The Employer is committed to paying its employees equitable wages that reflect the requirements and responsibilities of their positions as well as the values of the organization. No full-time bargaining unit employee will be paid at a rate less than \$75,000 per year.

- The parties agree to reopen bargaining, limited to salary, in Q4 of 2024

### Salary Increases

To the extent to which they are awarded, annual salary increases will be effective on January 1st of each year and will be based on the output from the Salary Calculator or the current Fair Pay for Northern California Nonprofits Survey, whichever is higher.

### Temporary pay increases

In the event a bargaining unit employee is asked to act in an interim capacity in a higher paid position and the interim work involves a significant increase/shift of the employee's responsibilities, the employee will receive a temporary differential pay at the rate of the higher paid position.

### Salary transparency

Salaries for each bargaining unit member and for the five (5) highest earner(s) in the organization shall be made available to all bargaining unit employees.

## **26. Article: Home Office Start Up Allowance and Stipend**

### Home Office Start-up Allowance

Within the first three (3) months of employment, the Employer will provide newly hired bargaining unit employees a one-time home office start-up allowance of up to \$500.00. This allowance is intended to reimburse the employee for such items as DSL/broadband activation, telephone service installation, the purchase of a desk, chair, file cabinet, telephone, and computer-related hardware and peripherals not provided by the Employer. Employees must consult with the Employer for approval of hardware. This allowance is not to be spent for remodeling or other home modifications.

### Home Office Stipend

The Employer will provide bargaining unit employees who work from home and not in a co-working space a monthly stipend to offset costs associated with the home office operation, such as DSL/broadband service, telephone service, off-site storage for event items, and escalation in the cost of home utilities and insurance. The stipend amount will be determined by the Employer in its sole discretion in consultation with the employee, and will be re-evaluated every two years.

## **27. Article: Layoffs and Furloughs**

In the event the Employer is met with financial difficulty or a change in organizational needs that may require layoffs, the Employer will notify the Union at least thirty (30) days prior to the effective date of the layoff, and will negotiate in good faith with the Union regarding alternatives.

Employees who are laid off with no expectation of recall will work with their supervisor to create a work plan that details the work to be completed in their final 30 days of employment. Employees will be paid severance pay equivalent to three (3) months of the employee's salary. This payment is in lieu of the separation pay provided for in the Separation Pay article.

Employees who are laid off with no expectation of recall will be entitled to continue to participate for three (3) months in the Employer sponsored medical, dental, and vision insurance plans in accordance with the federal law COBRA at Employer expense..

Furloughs (right to recall) may be implemented during periods of financial difficulty as agreed on by the Labor Management Committee. An employee must be notified at least thirty (30) days before a furlough, which is not subject to grievance or appeal. The last employee furloughed shall be given the first opportunity for reinstatement in their former or similar

bargaining unit position, or offered a vacant bargaining unit position for which the employee is qualified should such a position become available, within six (6) months of the date of furlough.

Employees on furlough will remain employees of the Employer although they will not receive pay or accrue leave benefits, a. Furloughed employees will continue to be covered by Employer provided medical, dental, and vision insurance coverage. A furlough may last up to (6) months.

Recall (furlough) rights terminate at the end of six (6) months, or if the employee declines an offer of recall, or if the employee opts to receive severance pay, whichever occurs first. An employee who is still on the recall (furlough) list at the end of six (6) months will be separated from employment and will be paid severance pay equivalent to three (3) months of the employee's salary at the time of furlough and be entitled to continue to participate for three (3) months in the Employer sponsored medical, dental and vision insurance plans in accordance with the federal law COBRA at Employer expense. This separation pay is in lieu of the separation pay provided for in the Separation Pay article.

## **28. Article: Expense Reimbursement**

The Employer will reimburse approved, work-related expenses incurred by bargaining unit employees. Expenses must be approved by the Employer prior to submission for reimbursement. Receipts are required for any expenditure in excess of \$25. A credit card statement can be accepted as a receipt if it documents the character of the expense, including a description of the services, vendor name, date, amount, and location.

### **Mileage Reimbursement**

Reimbursement for driving an automobile on Employer business is calculated from the employee's home to the intended destination and excludes the daily commute distance. Mileage is reimbursed at the current IRS Standard Mileage Rate.

### **Business Travel**

On occasion, a bargaining unit employee may be required to travel on Employer business. Any such travel must be approved in advance by the Employer.

The Employer covers all of the costs of travel including transportation, lodging, meals, bridge tolls, rideshares, and parking fees. All expenses must be appropriate and reasonable. Rental cars should be refueled before being returned and the most reasonable parking alternative should be used. For amounts over \$25, receipts must be provided. An employee may request

an advance to cover travel expenses. Such requests will not be unreasonably denied. Upon return from travel, the employee must provide receipts and return any unused portion of the advance to the Finance Director.

## **29. Article: Health, Dental, Vision and Life Insurances**

The Employer will use its best efforts to provide a flexible and cost-effective medical insurance program for all bargaining unit employees. The Employer will fully cover the premium cost of health, dental, and vision insurance for the employee, the employee's spouse/partner(s), and/or the employee's eligible dependents under "full family" coverage. Coverage begins on the first of the month following the start of employment, or, if the employee's start date falls on the 1st of the month, on the start date..

The Employer will pay the premium for life insurance for bargaining unit employees in the amount of 150% of the employee's annual salary. Coverage begins on the first of the month following the start of employment, or, if the employee's start date falls on the 1<sup>st</sup> of the month, on the start date.

Regular, part-time, and temporary employees whose employment is expected to last more than six (6) months will be eligible for health, dental, vision, and life insurance benefits to the extent permitted by the terms of the applicable policy.

The Employer will make every effort to offer insurance options that fully cover abortion, contraception, fertility treatments, and gender-affirming care.

## **30. Time Off Policy**

### **Vacation**

The Employer will provide Vacation Time to its employees. Vacation is separate from Sick Time, Pregnancy Leave, Parental Leave/Caregiver Leave, and Medical Leave, and Sabbatical Leave.

Vacation Time is to be used for vacation, non-medical rest breaks, and to recharge the body and mind after engaging in work.

Employees will be entitled to accumulate up to 250 hours of Vacation Time each year. 130 hours (approximately 4 weeks) will be front loaded for full-time bargaining unit employees

when this article becomes effective retroactive to January 1, 2024 and every year on January 1 of each year, and each year thereafter. The front load of the Vacation Time will be prorated for employees who are hired after January 1 of each year and for employees who took an unpaid leave of absence during the preceding year. The remaining Vacation time hours (120 hours for full-time employees) will be accrued at the rate of 5 hours each pay period, beginning at the commencement of employment. Vacation Time will accrue in hour-unit increments; there is no accrual of a fraction of an hour of Vacation Time.

The Employer encourages employees to take vacation on an annual basis. Vacation Time carry over from year-to-year subject to a cap: The front-load award and/or accrual of paid vacation will cease when an employee's paid vacation balance equals 1½ times the employee's annual accumulation entitlement, and no additional paid Vacation Time will be awarded or accrue until the employee has used some paid Vacation Time Balance falls below the maximum. As full-time employees may accumulate up to 250 hours of Vacation Time per year, they are capped at 375 hours. Accrual of paid vacation will also stop during periods of unpaid leave. The cap for part-time employees will be entitled to a prorated amount based on their average weekly schedule.

If an employee is on a leave of absence, the employee will not accrue Vacation Time and their front-load of vacation time will be prorated in the following year. Vacation accruals recommence when the employee returns to work.

If an observed Employer holiday occurs during an employee's scheduled vacation, no deduction from accrued vacation will be made for the holiday. An employee may add to the employee's vacation period by using the holiday in place of accrued Vacation Time.

Any Vacation Time accumulated but not used prior to the date this article becomes effective will be included in the calculation of the maximum hours which can be accumulated (the cap). Any employee who has reached the cap at the time this article becomes effective must use all accrued Vacation Time in excess of the cap before becoming eligible to receive an up-front award or to accrue Vacation Time pursuant to this article. Employees are not entitled to payment for any accruals exceeding the accrual cap. Employees will receive payment for all accrued but unused Vacation Time upon separation of employment from the organization.

Vacation time begins to accrue at the start of employment, however vacation time may not be used until three (3) months of employment have been completed. Vacations shall be scheduled consistent with the business needs of the Employer. When requesting planned vacation, employees must take into consideration any projects, upcoming events, and due dates. The

request must be submitted to the employee's supervisor at least two (2) weeks in advance. The Employer will not unreasonably deny a timely request for planned vacation.

## Sick Time

The Employer will provide Sick Time to its employees. Sick Time is separate from Vacation Time, Pregnancy Leave, and Parental/Caregiver Leave.

The Employer will not deny an employee the right to use accrued Sick Time, discharge, threaten to discharge, demote, suspend, or in any manner discriminate against an employee for using accrued Sick Time, attempting to exercise the right to use accrued Sick Time, filing a grievance with the department/city or alleging a violation of this article, cooperating in an investigation or prosecution of an alleged violation of this article, or opposing any policy or practice or act that is prohibited by this article.

**Eligibility:** All employees are eligible to use any accrued Paid Sick Time after the commencement of employment.

**Use:** Sick Time is to be used when employees are sick, for public health emergencies, for preventive care or diagnosis, care or treatment of an existing health condition, recovery from an existing health condition or illness, for victims of domestic violence, sexual assault or stalking, to care for loved ones who are ill or need medical diagnosis, treatment, or preventative care, bereavement leave, and similarly related issues.

Sick Time may also be used for the diagnosis, care, or treatment of an existing health condition, or preventive care for an employee or an employee's family member. For the purposes of this time, a "family member" is defined as any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, including but is not limited to, child, parent, parents-in-law, legal guardian or ward, grandparents, grandchildren and siblings, spouse, registered domestic partner under any state law or local law, or any other person recognized as a family member in any California law or ordinance

An employee may determine how much Sick Time they need to use. However, sick leave must be taken by eligible employees in increments of at least one hour. After the initial hour of each occurrence, Sick Time may be taken in increments of 15 minutes thereafter.

**Compensation for Sick Time :** Eligible employees will receive sick pay at their regular rate of pay for any sick time taken. If the employee in the 90 days of employment before taking

accrued sick time had different hourly pay rates, was paid by commission or piece rate, or was an exempt employee, then the rate of pay shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

Moreover, no employee will receive pay in lieu of accrued, unused sick leave under any circumstances, and employees will not be paid for any accrued but unused sick leave upon termination, resignation, retirement or other separation of employment. However, in the event an employee separates from the Employer and is rehired within 1 year from the date of separation, previously accrued and unused paid sick leave will be reinstated.

**Accumulation of Sick Time:** Employees will be provided a lump sum of 114 hours of Sick Time effective on the date this article becomes effective retroactive to January 1, 2024 and on January 1 of each year thereafter. The lump sum provision for Sick Time will be prorated for employees hired after January 1 in any year, and for part-time employees. In addition to this lump sum amount, Employees shall accrue paid Sick Time at the rate of one hour per every 15 hours worked, beginning at the commencement of employment. Exempt employees are presumed to work 32 hours in a week unless regularly scheduled to work fewer hours. Paid sick leave shall accrue only in hour-unit increments; there shall be no accrual of a fraction of an hour of paid sick leave.

Accumulation of Sick Time, both the lump sum and the accrual combined, will be capped at 224 hours (the equivalent of 7 weeks) per year. This cap will be prorated for part time employees. Accrued paid sick leave shall carry over to the following year of employment subject to the cap

Employees will not accrue sick leave during any unpaid leave of absence.

**Notice:** Employees must notify the Employer as soon as possible about the need to take Sick Time, and the anticipated length, if more than 4 working days. If the need for paid Sick Time is unforeseeable, the employee shall provide notice of the need for the leave as soon as practicable.

An employee who is absent from work for four (4) consecutive days without notifying the Employer will be considered to have voluntarily resigned and will not be eligible for separation pay unless there is a medical emergency that prohibits the employee or their emergency contact or designee from being able to notify the Employer. In that case, when the Employer is notified by the Employee, or their emergency contact or designee, the Employer will explore

options with the Employee related to medical leave, however continued employment is on a case-by-case basis as decided by the Employer.

In the event that an employee is absent from work for four (4) consecutive days without notifying their Supervisor, the Supervisor may reach out to the Employee and notify the PRLS team of their concern.

### **Holidays**

The Employer will recognize the holidays listed below and will pay employees for time off if they would regularly be scheduled to work on these days. Should a holiday fall on a Saturday or Sunday, the Employer may designate the previous Thursday or following Monday as a holiday.

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Indigenous People's Day
- Wednesday before Thanksgiving and Thanksgiving Day
- Christmas Day

### **Pregnancy, Parental/Caregiver and Medical Leave**

In addition to vacation and sick time, the Employer will provide paid pregnancy, parental/caregiver and medical leaves of absence to employees who take time off from work to birth and child, to care for or bond with a dependent child new to the employee's family, or to care for a family member with a serious medical condition, or who themselves experience a serious medical condition (surgery, cancer treatments, and similar illness). The maximum length of any combination of these leaves and usage of vacation and sick time and sabbatical leave is twelve (12) months during any 24 (twenty-four) month period. The Employer will continue to pay the premium for the employee's coverage under the health, vision, dental, and life insurance plans during these leaves.

For purposes of this leave, a family member is defined as in the Sick Time provision of this article.



When the need for leave is foreseeable, the employee must provide as much advance notice as possible, but no less than two (2) weeks. When the need for leave is not foreseeable, as much notice as possible should be provided. The Employer may require proof of the need for these leaves.

**Pregnancy Leave.** An employee who is a birthing parent may take up to sixteen (16) weeks of paid pregnancy leave. Such leave may be taken at any time from the onset of the pregnancy up to two (2) months after the birth. Pregnancy leave may be taken in increments of two (2) weeks or longer.

**Parental Leave.** An employee may take up to twenty-six (26) weeks of paid parental leave within the first year after the arrival of a new minor child into the employee's household, including by birth, adoption, or foster care. Parental Leave may be taken in increments of two (2) weeks or longer.

**Caregiver Leave.** An employee may take up to twenty-six (26) weeks of paid caregiver leave in order to provide necessary care to a family member who has a serious illness or disabling condition.

**Medical Leave.** An employee may take up to twenty-six (26) weeks of medical leave in order to obtain necessary care and engage in recovery if they have a serious illness or disabling condition. Employees using this leave and who are eligible are strongly encouraged to use the Employer provided long-term disability and any state provided disability, if available. The Employer will make up the difference between the paid disability leave so that the employee will receive 100% of their current salary. Employees who are eligible for paid disability leave through an Employer provided policy or through the state but elect not to utilize it will only receive a pay from the Employer equal to the percentage of their current salary minus what they would have been paid if they elected to use available paid disability leave.

### **Temporary Disability Leave**

An employee who is temporarily disabled and has exhausted any other leave entitlement is eligible to be considered for an unpaid leave of absence beyond the provided time off as an accommodation. The Employer will consider whether such an accommodation is reasonable and will make that determination in good faith. Employer-provided medical insurance benefits will be maintained during a temporary disability leave only if the employee self-pays in accordance with COBRA.

### **Sabbatical Leave**

A sabbatical is different from vacation or sick time. It is not a benefit earned for past service, because of hours worked, or a form of additional wages but an incentive for continued service as well as an uninterrupted opportunity for rest, rejuvenation, exploration, education, and wellness.

The Employer will provide regular-full time employees with acceptable performance the opportunity to take a sabbatical of up to 3 months after 3 full years of employment at the employee's regular rate of pay. Thereafter, such employees are eligible for a sabbatical of up to 6 months after 3 years. An employee who takes a partial sabbatical or who fails to take the sabbatical within guidelines is not eligible for a payment or a pro-rated or partial payment for unused sabbatical leave. Employees may not combine multiple sabbatical leaves based on multiple periods of service.

Scheduling and approval of sabbatical leave is at the discretion of the Co-Eds, based upon the needs of the organization and the ability to accommodate the employee's absence. In cases where multiple employees are eligible for sabbatical in the same year, the sabbaticals will be scheduled with sufficient time between them so as to minimize any disruption to the organization's operations. In such cases, sabbaticals will be prioritized and scheduled for employees in the order of their tenure with the organization giving priority to the employee with the longest tenure. Employees are encouraged to take sabbaticals during periods of relatively lower levels of activity in their specific role.

Sabbaticals can be combined with pregnancy, parental, caregiving, or medical leave. However, an employee may not take more than a total of 12 months of paid leave off in a 24 month period. During a sabbatical, health insurance benefits are continued as though the employee were working. Employees will not accrue vacation, sick, or other benefits during a sabbatical.. An employee must work at least two months both before and after the sabbatical period without taking additional vacation time off.

An employee may request an extension of a sabbatical leave on an unpaid basis, for a maximum of one month, without benefits and accrual of vacation, sickness and other benefits. The request for an extension must be made no later than the end of the effective date of the paid sabbatical leave. Approval of an extension is at the discretion of the Co-Eds.

All FT policies are in effect during a paid sabbatical. If an employee fails to return to work at the end of the agreed upon period of time, the employee will be considered to have voluntarily separated from the organization.

Prior to beginning a paid sabbatical leave of absence, the employee will sign a copy of this policy indicating an understanding of the terms of this policy and an agreement to return to work upon the agreed upon date.

### Procedure To Request Sabbatical

A. To initiate a request for sabbatical leave, the employee must submit a request to the Co-Eds, cc'ing their supervisor and the People and Culture Manager. The application must be submitted at least three (3) months in advance of the proposed start date for the sabbatical.

B. All sabbatical leaves are granted at the sole discretion of the Co-Eds.

C. The start date and end date of the sabbatical leave is at the discretion of and must be approved by the Co-Eds in writing.

D. Prior to going on an approved sabbatical, the employee is responsible for working with their supervisor and/or direct reports to ensure coverage of position and awareness of outstanding projects/issues, including but not limited to providing a written work coverage plan, shared calendars, and shared grant and contract deliverables and dates. Additionally, a supervisor must also verify that the employee seeking a sabbatical has created a coverage plan.

E. While on approved sabbatical, an employee may not begin employment another job without the Employer's written consent unless the employee was employed and working at another job before the sabbatical began.. A primary goal of this article is to allow staff to rest and come back refreshed, which would be impacted by outside paid work. However, volunteer and educational activities are allowed.

F. Employees are not expected to perform any work or check their organization email, voicemail or texts on any electronic device while taking a sabbatical, with the exception of annual open enrollment. Employees who will be on sabbatical during the annual open enrollment period must complete open enrollment. It is the employee's responsibility to respond to open enrollment notifications and complete their open enrollment timely. The Employer reserves the right to deactivate an employee's access to the organization's electronic systems during a sabbatical.

### **31. Article: Flexible Spending Account**

The Employer will provide a flexible spending account (FSA) for bargaining unit employees who wish to take advantage of it. The plan will allow employees to withhold a portion of their salary on a pre-tax basis to cover the cost of out-of-pocket medical expenses and dependent care expenses (child and/or elder care) such as day care expenses and in-home dependent care. An amount selected by the employee will be deducted on a pre-tax basis to cover these expenses. Any unused amounts in the FSA will be forfeited after the end of the plan year's grace period.

### **32. Article: Employee Assistance Program**

An Employee Assistance Program (EAP) will be offered to all benefit-eligible bargaining employees and their immediate family members. An individual's decision to accept involvement in the EAP is voluntary.

### **33. Article: Separation Pay**

After one complete year of employment, upon either voluntary resignation or involuntary termination other than layoff or r for just cause, based on the employee's length of service the Employer will pay:

- 0-1 years: 1 week (five days)
- 1-2 years: 2 weeks (ten days)
- 2-3 years: 3 weeks (fifteen days)
- 3-4 years: 4 weeks (twenty days)
- 4-5 years: 5 weeks (twenty-five days)
- 5+ years: 6 weeks (thirty days)

### **34. ARTICLE: COMPLETE NEGOTIATIONS**

All matters within the scope of bargaining have been negotiated and agreed upon. The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the Employer and the Union.

