

**MEMORANDUM OF AGREEMENT FOR THE  
COLLECTIVE BARGAINING AGREEMENT  
BETWEEN**

**REPRESENT US EDUCATION FUND**

**and**

**OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION,  
LOCAL 153**

**April \_\_, 2022**

**through**

**April \_\_, 2025**

## TABLE OF CONTENTS

### SECTION I: UNION AND MANAGEMENT RELATIONSHIP

- [Recognition](#)
- [Length of Agreement](#)
- [Union Security](#)
- [Check off of Dues and Initiation Fees](#)
- [Notifications on Eligibility](#)
- [Non-Discrimination](#)
- [Separability](#)
- [Non-Disclosure, Non-Disparagement, Non-Compete and Mandatory Arbitration Agreements Prohibited](#)
- [Management Rights and Past Practice Clause](#)
- [Labor-Management Committee](#)

### SECTION II: EMPLOYEE AND MANAGEMENT RELATIONSHIP

- [Subcontracting](#)
- [Probationary Period and Performance Reviews](#)
- [Performance Improvement Plan](#)
- [Promotion](#)
- [Layoffs & Recall](#)
- [Severance](#)
- [Seniority](#)
- [Vacancies](#)
- [Reclassification](#)
- [Employee's Right to Access Records](#)
- [Discipline & Discharge](#)
- [Grievance Procedure & Arbitration](#)
- [Work Schedule](#)
- [Emergencies, Unexpected Events, and Office Closures](#)
- [Employee Privacy](#)
- [Company Communications](#)
- [Technological Change](#)
- [Employees Running for Office](#)
- [Political Activity](#)
- [Employee Resource Groups](#)
- [Remote Work & COVID-19](#)
- [Bring Your Own Device](#)

### SECTION III: SALARY AND BENEFITS

- [FLSA Status](#)
- [Salary Bands](#)
- [Merit Raises](#)
- [Automatic Market Adjustment](#)
- [Retirement](#)
- [Health And Welfare](#)

- [Healthcare Policy Review](#)
- [Professional Development](#)
- [Dependent Care Accounts](#)
- [Car Travel and Commuter's Expense Reimbursement Plan](#)
- [Student Loans](#)
- [Holidays And Paid Time Off](#)
- [Parental Leave](#)
- [Caregiving Leave](#)

## **SECTION I: UNION AND MANAGEMENT RELATIONSHIP**

### **ARTICLE 1 RECOGNITION**

#### **Section 1**

RepresentUs (hereto “the Employer”) agrees to recognize Office and Professional Employees International Union Local 153 (hereto “the Union”) as the sole collective bargaining agent for all full-time and regular part-time employees, excluding supervisors, confidential employees, and guards as defined by the National Labor Relations Act, hereto “employees.”

#### **Section 2**

The Employer agrees to recognize the Union for those employees not specially excluded in any facility hereafter opened, acquired, managed, and controlled by the Employer, regardless of where the same may be located provided that the business does bargaining unit work.

### **ARTICLE 2 LENGTH OF AGREEMENT**

The term of this Collective Bargaining Agreement shall be three (3) years from the date by which both Employer and the Union have executed or ratified the Agreement. The Parties further agree to commence bargaining for any new or successor agreement approximately six (6) months prior to the expiration of this three-year Agreement.

### **ARTICLE 3 UNION SECURITY**

#### **Section 1**

The Employer agrees that all new employees covered under this Agreement shall, as a condition of employment, thirty-one (31) days from the execution of this Agreement, become and remain members of the Union in good standing, except that this clause shall not require any employee to become and remain a member of the Union as a condition of employment if such employee works in a state in which such requirement is unlawful under applicable state law. The elected Shop Stewards or designees shall be allowed thirty (30) minutes paid time to meet with new hires eligible for the Union during their first two weeks at the Employer to discuss the Union and their rights under the collective bargaining agreement. Eligible employees shall not be barred from joining the Union at any time, nor shall the Employer discourage involvement in the Union.

#### **Section 2**

The Employer further agrees that all employees hired subsequent to the effective date of this Agreement shall, as a condition of employment, thirty-one (31) days from the date of employment, become and remain members of the Union in good standing, except that this clause

shall not require any employee to become and remain a member of the Union as a condition of employment if such employee works in a state in which such requirement is unlawful under applicable state law. The elected Shop Stewards or designees shall be allowed thirty (30) minutes paid time to meet with new hires eligible for the Union during their first two weeks at the Employer to discuss the Union and their rights under the collective bargaining agreement. Eligible employees shall not be barred from joining the Union at any time, nor shall the Employer discourage involvement in the Union.

### Section 3

The Employer agrees to supply the Union with the name, date of birth, address, salary, date of hire, phone number (including cell phones), email address, and job title of all employees covered by this Agreement within thirty (30) days of the date of execution. The Employer further agrees to supply the Union with the same information at the time a new employee to be covered by this Agreement becomes a member of the Union. Thereafter, the Union shall be notified each month of all salary changes, change of address, phone number (including cell phone), email address, resignations, retirements, death, promotions, transfers, demotions, dismissals, and leaves of absence.

### Section 4

The Employer shall have the right to hire employees from any source, but in the event there is a job posting or a need for additional employees in the bargaining unit, the Employer agrees to notify the Union so that the Union might have an opportunity to refer one or more of its members for consideration as an applicant.

### Section 5

The Employer agrees that a representative of the Union shall have access to RepresentUs Offices and Union members during working hours for the purpose of investigating or settling disputes. The Employer agrees to cooperate with said representative in ascertaining all facts bearing on any matters in question so that an amicable adjustment can be made.

## ARTICLE 4

### CHECK OFF OF DUES AND INITIATION FEES

#### Section 1

The Employer agrees to deduct Union dues and initiation fees from the wages of each Union member at regular intervals to coincide with Employer's payroll administration. Dues and initiation fees will become due and payable on the thirty-first day after signing a Union card.

#### Section 2

The Employer agrees to remit such dues and initiation fees thus collected to the Union each month, at a time that would insure receipt of said monies at the Union office prior to the last day of the month, and will make supplemental remittances thereafter of amounts deducted from salaries of employees then on vacation, on leave of absence or otherwise not on the current

payroll. The Employer will deduct unpaid Union dues and initiation fees from the final paycheck on any eligible employee member as permitted by law.

### Section 3

Any change in the rate of dues and/or initiation fees levied by the Union will be put into effect in the deductions made by the Employer no more than two pay periods after the Employer receives written notice of the change from the Union.

### Section 4

The Union agrees to file an initiation fee and dues deduction assignment form with the Employer prior to such deductions.

### Section 5

The Employer shall deduct from the wages of an employee who submits a voluntary authorization card an amount designated by such employee for OPEIU "Voice of the Electorate" (VOTE) Fund. Such voluntary contributions shall be forwarded to the Secretary-Treasurer of OPEIU Local 153 AFL-CIO monthly, by check payable to "Voice of the Electorate" along with a list of persons who donated such monies. Each month, the Employer will provide a list of bargaining unit members who have remitted dues for that month.

## ARTICLE 5 NOTIFICATIONS ON ELIGIBILITY

### Section 1

The Employer will notify shop stewards within seven (7) calendar days when newly created positions are posted. For any position that the Employer considers to be union-eligible, the job posting will identify the position as such. The Union will notify the Employer within seven (7) calendar days of receiving the job posting if the Union disagrees with the Employer's union-eligibility determination. The parties will bargain over the matter if they cannot otherwise agree informally.

### Section 2

For any position not reviewed under Section 1 of this Article, the Employer will notify shop stewards of any new hires within seven (7) calendar days of their job offer acceptance, and will include the position description, start date, and the Employer's view as to whether the position is union-eligible. The Union will notify the Employer within seven (7) calendar days of receiving the position description if the Union disagrees with the Employer's union-eligibility determination. The parties will bargain over the matter within seven (7) calendar days if they cannot otherwise agree informally.

### Section 3

If the Employer proposes changes to an employee's job description that may impact their union eligibility status, the Employer shall notify shop stewards at least seven (7) calendar days before

the change is to go into effect. If union eligibility is impacted, the Employer and Union shall bargain over the matter if they cannot otherwise agree informally.

ARTICLE 6  
NON-DISCRIMINATION

Section 1

The Employer agrees that they will not discriminate against an employee because of the employee's activity as a member of the Union.

Section 2

The Employer agrees that they will not discriminate or engage in harassment on the basis of race; color; creed; age; national origin; alienage or citizenship status; gender (including gender identity and sexual harassment); sexual orientation; disability; arrest or conviction record; pregnancy, sexual, and other reproductive health decisions; credit history; salary history; caregiver status; marital status; partnership status; status as a victim of domestic violence, stalking, and sex offenses; religion; sex; genetic information; military status; employment status; or any other characteristic as protected by law. The Employer will endeavor to make reasonable accommodations for the following reasons: known physical or mental limitations of qualified employees with disabilities; the sincere religious beliefs of its employees; and pregnancy, childbirth, or related medical conditions.

Section 3

The Employer agrees that they will abide by all applicable federal and state nondiscrimination statutes and regulations and that, as a minimum standard, it will apply Massachusetts's nondiscrimination framework to all employees.

ARTICLE 7  
SEPARABILITY

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. Further, the Parties agree to immediately enter into negotiations regarding the effect of such nullifications if the nullified provisions involve mandatory subjects of bargaining.

ARTICLE 8  
NON-DISCLOSURE, NON-DISPARAGEMENT, NON-COMPETE AND MANDATORY  
ARBITRATION AGREEMENTS PROHIBITED

Section 1

The Employer may not require employees to sign a non-disclosure agreement, non-disparagement agreement, non-compete agreement, or an individual mandatory arbitration agreement as a condition of employment.

Section 2

If a position description includes duties which require access to sensitive or confidential information, the Employer may require the employee to enter in a confidentiality or non-disclosure agreement with regards to that information.

Section 3

Unless required or directed by its insurer or other liability coverage, the Employer may not enter into a non-disclosure or non-disparagement agreement with any employee over any incidents or allegations of harassment, discrimination, or issues involving workplace health and safety.

Section 4

The Employer may not require the signing of a non-disclosure agreement, non-disparagement agreement, or non-compete agreement as a condition to receive any severance or benefits owed under the terms of this Agreement or law.

ARTICLE 9

MANAGEMENT RIGHTS AND PAST PRACTICE CLAUSE

Section 1

Unless provided otherwise in this Agreement, the Employer possesses and maintains all rights and power to exercise all functions inherent to carrying on of the business and operations. No rule, procedure, nor practice of the Employer shall be contrary to any provision of the Agreement.

Section 2

Unless provided otherwise in this Agreement, no clause in this agreement shall be understood to imply any lowering of bargaining unit working conditions. Unless provided otherwise in this Agreement, no member of the bargaining unit shall, as the result of the execution of this agreement, suffer the loss of the reduction of any benefit or reduction in labor standards.

ARTICLE 10

LABOR-MANAGEMENT COMMITTEE

Section 1

The Employer and the Union have recognized that collaboration and transparency between management and employees is indispensable to the pursuit of sound and harmonious labor relations, as well as the health and growth of Employer, and therefore shall establish a Labor-



Management Committee. This committee is meant to give employees the standing to raise issues facing the company, in a venue that will give those issues a meaningful hearing by management.

## Section 2

The Committee shall consider and recommend changes to management regarding matters such as staff strategy and culture that would help ensure that employees feel engaged, valued, and supported, and that the work environment remains safe and healthy. Matters that are the subject of active bargaining shall not be appropriate items for consideration by the Labor-Management Committee. The existence of the Committee does not in any way interfere with or replace grievance rights or other rights in the Collective Bargaining Agreement. The Committee will not be allowed to amend the Collective Bargaining Agreement. The Committee shall gather relevant information, consider issues as discussed above, and make recommendations.

## Section 3

The Committee shall consist of six (6) members who shall serve one or more terms, with each term lasting one year. The Union shall designate three (3) members and the Employer shall designate three (3) members, which shall include at least one member of the Senior Team. Vacancies shall be filled by the appointing party for the balance of the term to be served. Each member may designate one alternate. The committee shall select a chairperson from among its members at each meeting. The Chair for each meeting shall alternate between an Employer-appointed member and a Union-appointed member. For all parties, participation in these committees should be considered part of their work and shall occur during work hours being paid as normal.

## Section 4

The Committee shall meet at least quarterly, at the call of either the Union members or the Employer members at times agreeable to both parties, during hours of business. At least one (1) week in advance of a meeting, the party calling the meeting shall provide to the other party a written agenda of matters to be discussed. Nothing in this section shall be construed to prevent topics from being added by either side on shorter notice. Both sides shall make best efforts to provide documents relevant to the agenda in advance of the meeting. Members of the committee will strive to make recommendations and committee decisions by unanimous consensus. If the Committee cannot reach unanimous consensus, the decision shall be decided by a vote, with a two-thirds majority deciding the issue. The Committee will adopt procedures to ensure that minutes shall be kept, approved by the Committee, and copies supplied to all members of the Committee, and that Committee recommendations are reduced to writing and submitted to the Employer and a shop steward.

## Section 5

The Committee shall have at least one opportunity each calendar year to present at a staff meeting. The Committee, through Chairs, will work with the Chair of the Employer's Board to present at a Board meeting at least once each calendar year.

### Section 6

Once per-year, each employee in the bargaining unit may appeal to the Labor-Management Committee after fulfilling procedures pursuant to Article 19 (Reclassification) or Article 14 (Promotion). In extraordinary circumstances, employees may submit an appeal to the

Committee a second time in a year in the event that new factual circumstances exist that give rise to a second unique new appeal for that employee. Decisions on whether such an exception should be granted shall be vested with the Committee. For the avoidance of doubt, employees may not use this exception process to re-submit the same appeal for the same alleged Reclassification or Promotion to the Committee twice in the same year. In no event shall an employee have the right to appeal their Salary Band.

### Section 7

The Labor-Management Committee shall review all appealed decisions on Reclassification and Promotion. After an employee decides to appeal to the Committee, the appeal shall proceed as follows:

Step 1: The Committee shall determine which appeals are meritorious. All such appeals that are determined to be meritorious shall proceed to Step 2 with or without the Committee's recommendation on how to proceed in the case. All such appeals that are determined to lack merit shall be deemed fully resolved as of the last decision made in that case and not be subject to further appeal.

Step 2: The determination of merit by the Committee shall be presented to the Vice President of People & Culture and/or their designee. The Vice President of People & Culture and/or their designee shall respond within ten (10) days granting and/or denying the Reclassification or Promotion. Any appeal denied by the Vice President of People & Culture and/or their designee may proceed to Step 3 upon written request by the appealing employee.

Step 3: The appeal shall be presented to federal mediation conciliation. The mediator will attempt to assist the parties to resolve disputes regarding appeals of Reclassification or Promotion decisions on mutually agreeable terms. The mediator should make a recommendation for resolution of the issue(s) at the time of the mediation session. No positions, testimony or statement by any party, their representative, the mediator or witness shall be used in any other proceeding or for any other purpose.

## **SECTION II: EMPLOYEE AND MANAGEMENT RELATIONSHIP**

### **ARTICLE 11** **SUBCONTRACTING**

### Section 1

The Employer agrees that in the event of subcontracting any work, no Union member doing related work will lose their job based on the hiring of contractors.

The Employer can create new temporary positions to last no more than six months initially, but subject to reasonable extension of 6 months if necessary, to meet evolving programmatic needs and that such positions will not be a part of the bargaining unit. Such a temporary employee will not be considered a supervisee for purposes of determining whether a Union member is a supervisor under the NLRA. Temporary employees working for greater than twelve (12) months will be invited to become employees of the Employer and become members of the bargaining unit, if eligible.

The above section shall also apply to independent contractors who regularly work 20+ hours per week. The Employer agrees to not misclassify any contractors.

This above section does not apply to interns and fellows, nor to vendors and consultants.

### Section 2

The parties agree that the nature of the Employer's work requires close collaboration and overlapping duties between bargaining unit and non-bargaining unit positions. The Employer agrees that bargaining unit position descriptions will not be altered by reassigning ongoing duties to non-bargaining unit positions without agreement from the Union.

Nothing in this section prevents the Employer from temporarily reassigning duties during an employee's PTO or leave period, including interim assignments or vacancy coverage.

### Section 3

For purposes of the above section, the following definitions apply:

- (a) Temporary employee: a full- or part-time employee who is hired for a specific term of six months or less and whose employment may be extended for up to an additional six months.
- (b) Consultant: an individual who the Employer contracts with to provide specific services for a fixed period of time.
- (c) Fellow: A former intern who works full- or part-time for a short period of time (3 to 6 months) and is paid an hourly wage or specific professional hired on a termed basis for a specific sponsored purpose.
- (d) Intern: Usually a student or recent who works full- or part-time for a short period of time (3 to 6 months) and may receive academic credit for their work, as well as being paid an hourly wage.

## ARTICLE 12

### PROBATIONARY PERIOD AND PERFORMANCE REVIEWS

### Section 1

The first 90 days of an employee's employment with the organization constitute a probationary period. At any time during the probationary period, the Employer may terminate the employee's employment. An employee terminated during the probationary period will receive at least two weeks' notice. Time worked after receiving the termination notice shall not count against the probationary period. In lieu of two weeks' notice, the Employer may pay employee severance equivalent to two weeks' pay. The Employer shall provide the terminated employee and the Union with a copy of the discharge notice, stating the basis for termination.

### Section 2

Employer may conduct performance reviews at any time with reasonable notice. Providing task-specific feedback or counseling is encouraged and does not constitute a performance review. The Employer shall conduct a performance review for each employee within their first 90 days of employment or within the first two weeks following their first 90 days. In addition, the Employer shall conduct at least one performance review for all employees each calendar year. Performance reviews shall not be used in place of the steps required within the disciplinary process. To the extent that Employer takes a disciplinary action or denies any benefit based on a performance review, Employees shall have the right to grieve the performance reviews pursuant to the grievance process at the time such disciplinary action or benefit denial occurs. The employee may submit a letter noting any additional information they wish to have on file with regards to their performance review, and Employer shall attach that letter to their performance evaluation.

## ARTICLE 13 PERFORMANCE IMPROVEMENT PLAN

### Section 1

When the Employer has identified a performance concern, it may place an employee on a Performance Improvement Plan (PIP). Employer shall consider a PIP when it can provide documentation of specific examples of performance issues in one or more areas as outlined in two written warnings about such performance issues.

### Section 2

The Employer shall hold a meeting with the employee and immediate supervisor within three (3) business days of issuing the PIP to explain and discuss in comprehensive detail its performance concern(s) and provide documentation of specific examples of performance issues and any efforts to date to provide feedback and coaching. The Employer shall identify the goals of the PIP and how the Employer will specifically assess the employee's progress.

### Section 3

The PIP will clearly state the performance issues, identify specific and reasonable steps for improvement, clearly explain how employee's performance will be assessed, identify available resources provided by Employer, set a reasonable timeframe for follow-up meetings and expected action dates, and describe the potential consequences of failing to meet expectations.

The employee is invited to request, and Employer will make a reasonable effort to provide reasonable resources and support in order to improve their performance.

Section 4

If the Employee does not sufficiently improve performance according to the steps established in the PIP within the designated time frame, the Employer may resort to disciplinary action pursuant to the collective bargaining agreement.

Section 5

An Employee has a right to have a shop steward present at all meetings involving the PIP. At all meetings involving the PIP, the employee and shop stewards shall have the opportunity to ask questions and make objections, which the steward and/or employee may the record in writing and that will be included in any file relating to the PIP.

ARTICLE 14  
PROMOTION

Section 1

Promotion is hereby defined as a move from a lower career level to a higher career level due to an organizational need for greater responsibilities to be taken on within the organization, and there is an existing employee appropriately qualified and situated to take on those new or expanded responsibilities. A promotion requires that any change in responsibilities aligns with the scope, complexity, authority and experience or knowledge requirements of a higher career level.

Section 2: “Qualified” shall be defined in this Article as including but not limited to: meeting necessary criteria of the vacant position; the candidate’s demonstrated skills, experience, past performance including expertise, demonstrated ability to work well with others, and respect for inclusive practices. Whether an applicant is “qualified” shall be determined at the sole discretion of the Employer. An applicant shall be deemed qualified if they possess each of the required and/or essential elements of the respective job description. The Employer, at its discretion, may deem an applicant to be “partially qualified” if they possess the significant majority of the essential and/or required elements for the position.

Section 3: Promotion opportunities within the bargaining unit may, at times, arise due to vacancy in a position in a higher career level. Should Employer decide to fill such vacancy, it is the Organization’s preference to fill such job vacancies from within the Organization before hiring new employees, provided that incumbent employees apply and have the necessary qualifications to fill the vacant position. Where there is a vacant position that the employer intends to fill, the process defined below shall be followed for filling positions within the bargaining unit.

Category 1(a) (One Qualified Candidate): If one (1) internal applicant applies that the Organization deems qualified based on their application the organization shall interview the candidate in accordance with the Organization's hiring process. If, at the end of the hiring process, the organization deems the individual qualified, the individual shall be promoted into the vacant position.

Category 1(b) (Multiple Qualified Candidates): To the extent that more than one internal applicant applies that the Organization deems qualified based on their applications, the Employer will conduct the same hiring process as in Category 1(a), at the conclusion of which it will pick which candidate is most qualified and place that candidate into the open position. All other internal candidates shall be notified of the Employer's decision and why they were not selected within 10 business days and before public/organization wide notification.

Category 2: (No Qualified Candidates) If one or more internal applicant(s) apply and management determines at its sole discretion that no candidate is qualified, or if no internal candidates apply, the Organization shall have the sole right to initiate an external search to fill the vacancy with an external candidate. All internal candidates shall be notified of the Employer's decision and why they were not selected within 10 business days and before public/organization wide notification.

Category 3: (Partially Qualified Candidate(s)) To the extent that one or more internal applicant(s) apply for a vacant promotion position, and the Organization interviews applicants pursuant to Categories (1)(a) or (b), but concludes that the applicant(s) possess some but not all of the necessary qualifications, the Employer shall meet as expeditiously as possible with the internal applicant(s) and review their qualifications in relation to those required for the vacant position. The Organization shall then have the sole right to initiate an external search to fill the vacancy with an external candidate. The internal applicant(s) will have the option, at their discretion, to either: (i) remove themselves from consideration; or (ii) continue to be considered for the vacant position in conjunction with any external applicants who may apply. Nothing in this provision shall preclude the Organization from asking partially qualified candidates to resubmit their candidacy for the position even after external candidates have been interviewed. All internal candidates not selected shall be notified of the Employer's decision and why they were not selected within 10 business days and before public/organization wide notification.

Section 4: It is the intention of the Employer to ensure that all employees will have a clear understanding of their growth opportunities. This shall include an annual discussion between the employee and the Employer on the benchmarks needed to develop professionally and grow at Employer. Completion of these benchmarks shall not ensure promotion.

Section 5: Any such decision on promotion shall be made at the sole discretion of the Organization and shall not be subject to the Grievance and Arbitration provisions under this Agreement. However, an employee may raise, in writing, a claimed wrongful denial of promotion pursuant to the provisions of Article 22.

Section 6: Aside from promotional opportunities arising under Section 3, in order for an employee to be eligible to request a promotion, a manager must fully complete and execute a promotion recommendation in writing to HR signed by a supervisor or department head.

---

All requests should be made to the Labor Mgmt Cmte.  
Band

## ARTICLE 15 LAYOFFS & RECALLS

### Section 1

If a reduction of staff is necessary due to restructuring, program termination, or funding or economic reasons, the Employer shall meet with the Union representative, to explain.

### Section 2

An employee whose job is first affected by a reduction in staff shall have the right to displace the least senior employee in the same bargaining unit position in the same department. Employees who are displaced by an affected employee who is exercising his/her bumping rights shall in turn have the right to displace the least senior employee in the same bargaining unit position. This procedure shall continue until the number of reductions sought is completed. Employees' seniority shall not be affected by the bumping procedure.

An employee who has bumped and takes a lower-paid position shall not suffer a loss of pay or job rate for at least 1 year following the change in position.

### Section 3

Any employee laid off shall be placed on the recall list for a period of two (2) years.

### Section 4

An Employee on the recall list shall be recalled if the Employer opens a position that is the same or on the same Employment Trajectory as the position previously held by the employee that the employee is qualified for. The Employer must recall laid off employees and shall do so in the order of seniority providing, however, that such employee has the qualifications for the position to be filled.

### Section 5

An employee recalled and reinstated to their former position shall receive his/her former rate of pay in addition to any wage increases which were applied to his/her job classification during the period he/she was on the recall list.

Section 6

Where the layoff is long-term or permanent, the affected employee shall receive a minimum of two weeks' severance and an additional two weeks' severance per year for each year of service. Additionally, the employee shall receive a minimum of three months of paid health insurance and an additional month of paid health insurance for every year of service up to twelve months.

ARTICLE 16  
SEVERANCES

Section 1

Upon termination by the Employer, an employee shall receive a minimum of two weeks' severance and an additional two weeks' severance per year for each year of service. Additionally, the employee shall receive, through COBRA reimbursement, three months of paid health insurance.

Section 2

This policy applies to all involuntary staff departures, except those terminated as a result of the exceptional circumstances laid out in [Section 8 of the Discharge/Discipline Article in this Agreement]. Employees receiving payments under this section must sign a Separation Agreement before payments and other benefits will be paid.

ARTICLE 17  
SENIORITY

Section 1

Seniority for all purposes under this Agreement shall be determined by length of service in the bargaining unit position. Anyone who is a bargaining unit member as of the ratification date of this Agreement who was a regular or part-time employee or worked as a full-time contractor for Employer prior to becoming a full-time employee shall have their time working at Employer prior to ratification count towards their seniority.

Section 2

Seniority shall be observed in promotions when two or more candidates are equally qualified, layoffs and recalls. In accordance with the foregoing, layoffs shall be in the inverse order of seniority, i.e., the last person hired shall be the first person laid off, according to job title within the department and recalls shall be in the order of seniority, i.e., the last person laid off shall be the first person to be rehired, according to the job title within the department.



ARTICLE 18  
VACANCIES

Section 1

Human Resources shall notify, via email or Slack, the staff, of any job postings within or outside the bargaining unit to all employees. The job notice shall include the following:

- Comprehensive job description
- Salary range
- Exempt or non-exempt status
- Bargaining unit eligibility
- Location or remote status

Section 2

Any bargaining unit employee who applies for another job within the bargaining unit shall be interviewed within a reasonable time period, and the Employer will afford preference to the bargaining unit employee, if the employee is equally qualified for the position as external candidates (outside the bargaining unit). If two or more employees apply and have the same qualifications, then seniority shall prevail.

ARTICLE 19  
RECLASSIFICATION

Section 1

Employer will provide each employee with a copy of their job description on file in the Human Resources Department at the time of hire. At any time thereafter, the employee may request, in writing, a copy of the job description from their supervisor. If the supervisor has not provided a copy of the job description within ten (10) days, the employee may request the copy from the Human Resources. The Employer will provide the Union with updated, and new, job descriptions for all positions on an ongoing basis.

Section 2

If an employee's job duties have materially changed, if there has been a change in supervision, and/or if the Union believes that the position it is not at the proper salary band grade, the Union may submit a reclassification request to the Employer with a different suggested job title and suggested updates to the job description. The Employer and employee shall meet regarding the reclassification request upon the request of either party.

If a reclassification request is denied, the reason shall be given to the Union.

Section 3

Requests for reclassification submitted by the Union shall be acted on by the Human Resources in a reasonable period of time and Human Resources will notify the union of decisions in writing within thirty (30) days.

ARTICLE 20

EMPLOYEE'S RIGHT TO ACCESS RECORDS

Employees have the right to view their personnel records maintained by Human Resources, including disciplinary records. The Employer shall provide an employee with a copy of any requested records within two (2) business days of receiving the request.

ARTICLE 21

DISCIPLINE & DISCHARGE

Section 1

It is agreed that the Employer has the right to discharge or discipline any employee for Just Cause. Discipline/corrective actions or dismissals must be in writing with the level of discipline as provided in Section 4 clearly set forth. The Employer agrees to advise the Union of any discharge or other disciplinary action prior to the discipline or discharge, and to provide a copy of the document setting out the discipline or discharge and the reason for such discharge or other disciplinary action, prior to such action.

Disciplinary action shall mean action that results in written warning, reduction in pay or in job responsibilities, demotion, or a performance improvement plan specifying conditions that, if not met, will lead to further disciplinary action or discharge. Counseling an employee is not disciplinary, is not subject to the just cause provision, and will not be used for purposes of progressive discipline. Counseling refers to directing an employee's work performance to alleviate a performance issue. Counseling, when documented, shall be identified as such. The Employer agrees to remove a counseling documentation from an employee's file after one year from the date of issuing, provided there is no repeat of the same or similar behavior which caused the original notice.

Section 2

A Union representative must be present during interviews or meetings with the employee that may lead to disciplinary action, including investigatory meetings. Further, the Union shall receive a copy of any written discipline, as provided in Section 1, which will also be provided to the Chief Steward along with a copy of the employee's personnel file.

Section 3

For misconduct specified in the Employee Handbook, acts of harassment or discrimination in violation of Article 6 by an employee, or other conduct not related to job performance, the Employer will conduct an investigation by a disinterested member of management or an outside

investigator. Interviews will be conducted with the employee alleged to have engaged in such conduct (with a Union representative present), and as appropriate with anyone reporting such conduct and with witnesses. The investigator will report factual findings to the CEO or CEO's designee, who will decide on the appropriate action to be taken depending on (i) the severity, frequency, and pervasiveness of the conduct; (ii) prior complaint(s) made against the Employee by the complainant and/or others; and (iii) the quality of the evidence (e.g., first-hand knowledge, credible corroboration). In general, such corrective actions may be assigned from the following general categories of interventions:

- a. Low (e.g. Informal Feedback, Notation in Personnel Records, etc.)
- b. Moderate (e.g. Extended Coaching, Additional Training, Monitoring, Modification of Duties, etc.)
- c. Serious (e.g. Reduction of Role and/or Compensation, Demotion, Limitations on Promotion, etc.)
- d. Severe (e.g. Termination, Severing of Relationship, etc.)

#### Section 4

For deficiencies in performance or fitness for duty, the principles of progressive discipline shall be followed (i.e., a first offense will receive a first written warning, a second offense of the same or similar behavior will receive a second written warning, etc). Disciplinary action shall be limited to the following:

- a. First written warning;
- b. second written warning;
- c. performance improvement plan; and
- d. Dismissal

#### Section 5

If, upon joint investigation by the Union and the Employer, or by decision of an arbitrator appointed pursuant to the terms of this Agreement, it shall be found that an employee has been unjustly discharged, disciplined, or laid off, the arbitrator shall have the authority to determine the appropriate remedial measure. At minimum, the employee shall be made whole for lost earnings retroactive to the date of discharge and/or disciplinary action without any reduction (including reduction based on the employee's interim earnings or failure to earn interim earnings).

#### Section 6

The Employer agrees to remove a first written warning from an employee's file after one year from the date of issuing, provided there is no repeat of the same or similar behavior which caused the original notice.

#### Section 7

All Employees have access to their personnel folders provided they give reasonable advance notice to their manager.

#### Section 8

The Employer shall be entitled to move immediately to discipline, up to and including dismissal, without following the procedures in this Article if the employee is alleged to have engaged in:

- a. Any act of violence, harassment on the basis of any category protected by this Agreement's Anti-Discrimination clause, or threat of violence or threat of such harassment;
- b. Any act of dishonesty, theft, embezzlement, or other financial malfeasance involving the Employer's funds;
- c. Breach of confidentiality that does not interfere with an employee's Section 7 rights under the National Labor Relations Act or unauthorized communications with the media on behalf of the Employer;
- d. Intentional use of Employer property or resources for employee's run for, or holding of, public office.

## ARTICLE 22 GRIEVANCE PROCEDURE AND ARBITRATION

### Section 1

A grievance within the meaning of this Agreement shall be any disagreement between the parties relating to the interpretation or application of any provision of this Agreement. A grievance may be filed by an individual, group of employees, or the Union.

### Section 2

Step 1. An aggrieved bargaining unit member of the Union shall file a grievance within 10 business days of its occurrence, or from when the Union, individual, or group of employees had reasonable knowledge thereof. Additionally, the Union shall have the right to bring a class action on behalf of bargaining unit members. The employee and the steward shall meet with the employee's immediate supervisor to discuss the grievance. The supervisor shall respond in writing to the grievance within five business (5) days of such meeting. In the event the grievance is not satisfactorily settled, the Union may move the grievance to Step 2 within five (5) business days of the supervisor's written response.

Step 2. The Union Representative and the V.P. of People and Culture or another designee shall meet to discuss the grievance. In the event the grievance is not satisfactorily settled, the Union or the Employer may move the grievance to Step 3 within ten (10) business days of the V.P. of People and Culture's or the designee's written response.

Step 3. The parties may jointly request federal mediation to try to resolve the grievance.

Step 4. The grievance may be taken to arbitration by either the Union or the Employer upon proper written notice to the other party. If demand for arbitration is not made within thirty (30) business days from receiving a written determination, the grievance will be deemed waived.

### Section 3

All grievances and answers to grievances as provided herein must be submitted in writing to the appropriate parties at each step in the grievance procedure.

Section 4

Grievances involving discharge or suspension shall be initiated in Step 2 above.

Section 5

If, in any of the foregoing steps, either the Union or the Employer shall fail to carry out the procedures involved, the other party may take the dispute directly to arbitration.

Section 6

Any grievance which has not been resolved in accordance with the terms and conditions of this Agreement may be referred by the Union or the Employer to an arbitrator selected from the list of the American Arbitration Association.

Section 7

The decision of the Arbitrator shall be final and binding upon the parties thereto and all fees and expenses of the Arbitrator shall be borne equally by the parties.

Section 8

The Steward shall attend all arbitration hearings without loss of pay.

ARTICLE 23  
WORK SCHEDULE

Section 1

Forty (40) hours shall constitute one full week's work, Monday through Friday inclusive. An employee's typical expected work schedule will be based on the Employer's and employee's needs. On Fridays, employees who have fulfilled their responsibilities for the week and have received permission from their supervisor have the option of starting work two hours late or stopping work two hours early, with full pay (also referred to as French Fridays). On the occasions when the Employer needs an employee to work at times other than the established schedule, the Employer will seek to provide 48 (forty-eight) hours of advance notice. On the occasions when the employee needs to work at times other than the established schedule, the employee will seek to provide reasonable advance notice. If an employee is routinely (more than two times a pay period) deviating from the established work schedule, the Employer will meet with the employee to discuss the reasons. The Employer shall not unreasonably change employee work schedules.

For non-exempt employees, all work performed in excess of eight (8) hours per, shall be paid for at the rate of time and one-half the regular rate of pay, unless an employee is approved for an alternative work schedule or is flexing their schedule with Employer approval for that week.

Section 2

Exempt employees shall accrue compensation ("comp") time at a 2:1 ratio for each hour in excess of but less than five hours above the allotted hours for each pay period (for example, working 2 additional hours in a pay period would earn 1 hour of comp time). Exempt staff shall

accrue comp time at a 1:1 ratio for each hour in excess of five hours above the allotted hours for that pay period.

### Section 3

Overtime must be approved by employee's supervisor prior to occurring.

### Section 4

All employees shall have the opportunity to take one (1) duty-free unpaid half-hour of lunch per day. The Employer may request an employee work during a designated lunch period or take the break during a different time, if there is work-related emergency.

### Section 5

The Employer agrees that for overtime of two (2) hours duration or more at the end of the day, the Employer shall pay supper money of twenty (\$20.00) dollars for employees working at a RepresentUs office or physical meeting location, if dinner is not otherwise provided.

### Section 6

All work that Employer requires be performed on a Saturday or Sunday, when the Saturday or Sunday is not part of the employee's regular five-day work week, shall be paid at the rate of double the non-exempt employee's regular hourly rate. An exempt employee will receive "comp" time at a 1:1 ratio in place of overtime.

Any work time for which comp time is awarded through this provision will not be used to calculate an employee's total hours worked during a payroll period for purposes of determining additional comp time.

### Section 7

Travel time to required offsite meetings or events is to be treated as regular work if occurring Monday-Friday. If Employer requires such travel to occur on a weekend or recognized holiday, the employee will be entitled to overtime pay (for non-exempt staff) or comp time (for exempt staff) at a 1:1 ratio for such travel time, regardless of whether the employee's total work for that day, week, or payroll period exceeds the amount requiring overtime pay or comp time.

### Section 8

All employees covered by this Agreement shall have the opportunity to take two (2) rest periods of fifteen (15) minutes in each day's work schedule. The Employer may request an employee take the break during a different time, if there is a work-related emergency.

## ARTICLE 24

### EMERGENCIES, UNEXPECTED EVENTS, AND OFFICE CLOSURES

In the event of a major weather event, emergency, disaster, or other event or condition that interferes with the ability of employees to travel to or from the office, or that renders the work space unsafe or unsuitable for working, management shall delay the start of business and/or close

the office. An email notice will be sent no later than one hour prior to the open of business describing the delay or closure, if possible. Any employee that typically works on-site will be expected to work remotely.

If an event, emergency, or disaster, or other condition such as loss of power or internet service, interferes with the ability of employees working remotely to perform their responsibilities, and/or requires employees to attend to relatives within three degrees of consanguinity defined by blood, marriage, or other legally recognized union, Management shall excuse Employees from work and the time shall be coded appropriately. Employee shall not have to use accrued leave to cover their absence. Employee must contact the manager to inform of the emergency within one hour of the stated emergency, or as soon as practicable. Management reserves the right to request documentation of the emergency.

If affected employees living in a state of emergency are unable to contact their supervisor due to inclement weather or disaster (e.g. downed power lines, electrical or internet outages), they shall not be punished for their inability to communicate and leave time shall be coded appropriately.

## ARTICLE 25 EMPLOYEE PRIVACY

### Section 1

Employer shall not publicly share or make available, nor transmit to any external party, any images, recordings, or other likenesses of any bargaining unit member without that member's express permission, nor require any bargaining unit member to give such permission. This provision does not apply to any images, recordings, or likenesses already transmitted or publicly shared. It shall not be an unfair labor practice or violation of this Agreement for Employer to exclude from events or activities an employee who has not granted express permission to use, transmit, or publicly share their image or likeness.

Employer shall not share any bargaining unit member's personal contact information outside the organization without their express permission. Personal contact information does not include work email addresses or an Employer-issued phone number.

### Section 2

If a bargaining unit member has installed a mobile device management ("MDM"), anti-virus anti-malware, or threat protection software on their personal device in accordance with Employer's Bring Your Own Device policy, the Employer shall not access, view, or track any software or applications on that device that are unrelated to work, nor track browsing history, read or record phone calls, SMS messaging, personal emails, or other forms electronic communication.

### Section 3

Employer shall not monitor or record an employee's keystrokes or mouse movements on any work-issued electronic device or any personal device used in accordance with a Bring Your Own Device policy. Employer shall not track or record when and how long the device is in use on any

work-issued electronic device or any personal device used in accordance with a Bring Your Own Device policy. Any data or information gathered in violation of this section shall not be recorded in any personnel files nor used in any disciplinary proceedings, nor considered for the purposes of promotions, raises, or any other adjustment of employment status.

ARTICLE 26  
COMPANY COMMUNICATIONS

Employees shall have the right to discuss labor matters over all employer communication platforms (eg. slack, email, etc.).

ARTICLE 27  
TECHNOLOGICAL CHANGE

Anytime the Employer adopts a new technology for the entire staff to use, upon which staff performance will be assessed, the union will be notified and the staff will be provided adequate training. Anytime the Employer adopts a new technology platform that it requires a staff person to use in order to perform their work, the union will be notified and the affected staff will be provided adequate training. If the staff person is unable to use the tool successfully, but the organization regards the technology as necessary to achieving outcomes, the Union and Employer will meet to discuss.

ARTICLE 28  
EMPLOYEES RUNNING FOR OFFICE

Section 1

Any employee considering running for or holding public office, including an appointed position, must notify the CEO or CEO's designee in advance. Provided that such activity does not interfere with the employee's performance or the employment covered by this Agreement or create a real, potential, or appearance of a conflict of interest, the CEO or CEO's designee will approve the action. If an employee's decision to run for or hold office would create a real, potential, or appearance of a conflict of interest as determined by the CEO or CEO's designee as the ultimate authority, that employee may do one of the following: 1) take an unpaid leave of absence knowing upon returning that the same or any position may not be available; 2) seek reassignment to an open position for which no real, potential, or appearance of a conflict of interest exists (and employer has opportunity to offer); or 3) surrender their employment.

In the instance that the employee seeks reassignment, the Employer is not obligated to offer an open position to the employee, but may do so at the Employer's full discretion, including offering the employee a position without posting it or otherwise engaging in an open hiring process. The employee's salary may change with the new position. In the instance that the



employee takes an unpaid leave of absence, the Employer need not hold the position for the employee. Upon the employee's requested return, the Employer will consider them for any open positions for which they are qualified. But, the Employer is under no obligation to offer them a position, or create a new position for them.

### Section 2

As part of their running for or holding public office, the employee shall not give the appearance that the Employer supports or opposes any candidate or policy, nor shall the employee use their staff position or staff title in connection with any political activities.

### Section 3

The employee shall not use Employer property or resources, including facilities, computers, mailing lists, office supplies, authority, or name in connection with any political activities. The employee should not use any confidential information gained by reason of their employment with Employer to engage in any political activity. The employee shall not have campaign meetings in the Employer's office or have campaign materials delivered to any Employer location. All related political activities should be restricted to off-work hours or the employee should utilize paid time off.

## ARTICLE 29 POLITICAL ACTIVITY

### Section 1

Employees have the right to participate individually in the political process, and to use their non-working time and personal resources to support candidates and political parties of their choice.

### Section 2

When engaging in political activity, employees should avoid any appearance that they are speaking or acting for or on behalf of the Employer. While protesting or participating in other political activity in their personal capacities, employees shall not wear any Employer clothing or paraphernalia that indicates their employment or a connection to Employer.

### Section 3

If an Employee is arrested or otherwise faces legal action while protesting in their personal capacity, the Employer is under no obligation to bail the Employee out of jail or help with any legal action against the Employee.

### Section 4

If an Employee is arrested or faces legal action arising from activities undertaken as part of their Employer-approved professional duties, the Employer will pay the bail associated with the approved conduct and provide legal representation at the Employer's expense.

ARTICLE 30  
EMPLOYEE RESOURCE GROUPS

Section 1

The Employer may sponsor voluntary Employee Resource Groups (ERGs) generated by employees.

Section 2

As long as membership within the ERGs remains voluntary, the Employer may work directly with bargaining unit employees, including those in and outside of the Union, to establish parameters and policies regarding the purpose, design, structure, approvals, and budget for the ERGs.

Section 3

The Employer will compensate employees who take a leadership role in an ERG. Absent a reasonable, non-discriminatory basis otherwise, it is assumed that at least one-half of any compensated ERG leadership positions will be held by Union members.

Section 4

Decisions by the Employer related to ERGs are not grievable through the Union, unless alleged that the Employer discriminated against an employee on the basis of Union membership.

ARTICLE 31  
REMOTE WORK & COVID-19

Section 1

The Employer may designate any current or future position as location-specific, as it already has with the Operations Coordinator position. If the position is currently filled, and such a designation would be new, the new designation cannot take effect without the written consent of the Union. If the Union does not consent, the designation will take effect when the current employee leaves the position.

Section 2

If the Employer requires current location-specific employees to return regularly to the office location, the Union and Employer shall bargain over the impact. If a new or satellite office is established, the Union and the Employer agree to bargain over impact to the remote employees.

Section 3

Employees working remotely and living more than 30 miles from an Employer office will receive a \$100 monthly stipend to cover the costs associated with telework or, at their option, will be provided with membership to a co-working facility at a substantially similar cost of the monthly stipend. A co-working facility does not constitute an Employer office. The telework stipend is in addition to the stipend provided as part of the "Bring Your Own Device" policy.

Section 4

All employees, regardless of location, will receive a payment equivalent to \$100 per month to cover the costs associated with telework during the COVID-19 pandemic, retroactive to March 1, 2020 or the employee's start date, whichever is later, through December 31, 2021 or the county the office is located in is in the moderate or low risk category according to the CDC, whichever is later.

No employees will be required to work in-person at any satellite offices until the county (or county/municipality equivalent in the instance of D.C.) the office is located in is in the moderate or low risk category according to the CDC, whichever is later. Employees local (within 30 miles) to any satellite office shall receive the COVID-19 telework stipend of \$100 per month until the county the office is located in is in the moderate or low risk category according to the CDC, whichever is later.

Section 5

The Employer will at minimum comply with federal, state, and local regulations regarding COVID-19 or any future pandemic. The Employer and the Union will form a subcommittee of the Labor-Management Committee upon ratification of the CBA to share relevant information and data on COVID-19, and that committee will bargain over additional COVID-19 safety practices or the continuation of existing safety practices.

Section 6

Nothing in this policy prevents the Employer from increasing the stipend available to particular employees or permitting additional reimbursements to ensure compliance with state and federal law.

ARTICLE 32  
BRING YOUR OWN DEVICE

Section 1

The Employer may establish an optional Bring Your Own Device ("BYOD") policy.

Section 2

The BYOD policy will allow employees to use their personal cellular device for work purposes when authorized in writing, in advance, by the Employer.

Section 3

Employees authorized to use personal devices under this policy will receive a \$100 monthly stipend, which the Employer may increase at its discretion. Nothing in this policy prevents the Employer from increasing the stipend available to particular employees or permitting additional reimbursements to ensure compliance with state and federal law.

Section 4

The Employer may require employees using their own personal devices to install and maintain mobile device management ("MDM") softwares on their devices. The MDM softwares will store

all company-related information, including calendars, e-mails, and other applications in one area that is password-protected and secure. The Employer may require employees using their own personal devices that access Employer hosted services to install and maintain mobile device management (“MDM”) and/or anti-virus anti-malware and threat protection software on their devices. “MDM software” refers to any software that enables the employer or a third-party to access, monitor, set permissions, or otherwise interact with an electronic device beyond ordinary electronic communications like phone calls, SMS messaging, and other forms of messaging, and the term includes, but is not limited to, Google MDM. Anti-virus anti-malware and threat protection software refers to additional application(s) installed on mobile devices (such as “Lookout”) to provide threat protection during phone use, monitors phone security, and mobile device operating system patch level. The intent of the MDM and threat protection software is not to impede the user’s privacy. The software does not track browsing history nor does it have access to read or record phone calls, SMS messaging, and electronic communications.

Section 5

All company data on personal devices will be removed by the Employer’s IT Department upon the end of the employment relationship.

Section 6

In the event that an employee chooses not to opt into this policy, the employer shall provide a company device as an alternative if the employee’s position description requires the employee to be regularly available for work-related communication, other than phone calls, outside of that employee’s set work hours. Any employee participating in the stipend must replace a lost, stolen, or broken device within three business days to remain eligible for the stipend.

Section 7

The Employer can require employees to sign a BYOD agreement that incorporates these terms.

**SECTION III: SALARY AND BENEFITS**

**ARTICLE 33**  
**FLSA STATUS**

Section 1

The Employer and Union agree that the following bargaining unit positions are correctly classified as follows for purposes of the Fair Labor Standards Act (FLSA):

- Associate Creative Director (Exempt)
- Campaign Advisor (Exempt)
- Deputy Chief of Staff (Exempt)
- Development Operations Manager (Non-exempt)
- Digital Campaign Associate (Non-exempt)
- Digital Campaigns Manager (Exempt)

- Director of ADS and Special Events (Exempt)
- Director of Donor Services and Development Events (Exempt)
- Donor Data Manager (Non-exempt)
- Donor Relations Manager (West & East) (Exempt)
- Graphic & Video Designer (Non-exempt)
- Member Engagement Coordinator (Non-exempt)
- National Organizer (Non-exempt)
- Operations Coordinator (Non-exempt)
- Organizing Manager / State Director (Exempt)
- Policy & Political Assistant (Non-exempt)
- Policy & Political Manager (Non-exempt)
- Policy Counsel (Exempt)
- Political and Development Communications Manager (Exempt)
- Public Relations Strategist (Non-exempt)
- Research Analyst (Non-exempt)
- Senior Organizer (Exempt)
- Social Media Strategist (Non-exempt)
- Web Developer (Exempt)

Section 2

When Employer creates new positions that fall within the bargaining unit, the Employer will designate the position as either exempt or non-exempt for purposes of the FLSA. If the Union disagrees with the designation, the parties will bargain over the matter.

ARTICLE 34  
SALARY BANDS

Section 1

Employer will establish salary bands for employees with the following ranges:

Level	Minimum Salary	Maximum Salary	Increments
1	\$60,000	\$81,000	\$2,100
2	\$64,000	\$84,500	\$2,050
3	\$79,000	\$107,000	\$2,800

4	\$90,000	\$132,000	\$4,200
5	\$99,000	\$147,000	\$4,800

Each salary band has 10 steps, which determines the “increment” for each Level.

Section 2

Existing union-eligible positions fall in the following levels:

<u>Level 1</u>	<u>Level 2</u>
Member Engagement Coordinator National Organizer Operations Coordinator Policy & Political Assistant Policy & Political Manager	Development Operations Manager Digital Campaign Associate Donor Data Manager Graphic & Video Designer Public Relations Strategist Research Analyst Social Media Strategist
<u>Level 3</u>	<u>Level 4</u>
Associate Creative Director Campaign Advisor Deputy Chief of Staff Digital Campaigns Manager Director of Donor Services and Development Events Donor Relations Manager (West & East) Organizing Manager / State Director Political and Development Communications Manager Senior Organizer, Maine Web Developer	Policy Counsel
<u>Level 5</u>	
Director of American Democracy Summit	

### Section 3

Each Level has a minimum “years of experience standard.” The “years of experience standard” for each Level is:

- Level 1: 0 years of experience
- Level 2: 3 years of experience
- Level 3: 5 years of experience
- Level 4: 7 years of experience
- Level 5: 10 years of experience

To determine where an employee falls on the salary band, Employer will use the following formula:

1. ((Years of relevant experience or years since completion of bachelor’s degree, whichever is higher - Level’s years of experience standard) x 0.25) +
2. (Years at Employer x 0.5) +
3. (Number of relevant graduate degrees x 1) +
4. (Number of relevant certifications or relevant Associate’s Degree x 0.25)

The resulting number will then be multiplied by the Level’s increment amount and added to the minimum salary for that Level.

### Section 4

Each position description will provide a non-exhaustive list of a broad range of relevant graduate degrees or certifications. If Employer and Union disagree about whether a graduate degree or certification is relevant to the position, they will bargain over the matter. If Employer and employee disagree about the experience calculation (what experience is considered relevant) the employee may petition the labor management committee to re-calculate

### Section 5

When a new, union-eligible position is created or an existing position becomes union-eligible, Employer will place the position in a Level based on the position’s position description. If Employer and Union disagree about a position’s Level, they will bargain over the matter.

### Section 6

No current employee’s salary will be reduced as a result of this new salary structure. No employee who moves to a new level will have their salary reduced.

### Section 7

When an employee reaches the maximum on their salary band, they will no longer be eligible for increases according to the formula in Section 3, but shall continue to receive market adjustment and merit increases. Reaching the top of the salary band will also serve as grounds for considering position reclassification.

### Section 8

Employer and employees recognize the importance of clear employment trajectories. The Labor Management Committee will be tasked with examining the topic and making recommendations.

Section 9

All adjustments to bargaining unit salaries and rates of pay as a result of this Article shall go into effect within thirty (30) days of the execution of the CBA.

ARTICLE 35  
MERIT RAISES

Section 1

The Employer shall review and evaluate the performance of all bargaining unit employees annually, accompanied by an overall employee performance rating from 1 to 5

Section 2

Merit raises shall be granted to employees who perform above average, based on average performance ratings of the organization.

Performance Rating	Merit Increase
Role Model: 1.0+ above the organization average	5%
Achiever: 0.5 to 0.99 above the organization average	4%
At or below the organization average	(not eligible)

Section 3

An employee who disagrees with their rating may appeal to Human Resources in writing within ten days of receipt of their overall performance rating. Human Resources retains the sole discretion to change an overall performance rating.

ARTICLE 36  
AUTOMATIC MARKET ADJUSTMENT

All employees will receive an annual market adjustment to their salary, effective at the start of each fiscal year (January 1st). The annual market adjustment for 2022 has been implemented. For 2023, the rate of the annual market adjustment shall be the Social Security Administration (SSA) benefits increase average for 2021 and 2022. For each year thereafter, the rate of the annual market adjustment shall be a rolling three year average of the United States Social



Security Administration (SSA) benefits increase for the previous three years. All employees will receive the market adjustment in addition to any further increases for which they are eligible.

ARTICLE 37  
RETIREMENT

Section 1

Employee will be eligible to enroll upon three (3) months of employment with the Employer and will be considered a participant on the first day of the month following the completion of eligibility.

The Employer will contribute 3% of employees' pay, regardless of employee contributions, and match Employee contributions up to an additional 3%.

Section 2

The Employer contribution will immediately be vested. The Employer will cover all plan-related fees that are allowed by law.

Section 3

The Employee will have the option to add a percentage of Pre-Tax and Roth contributions from eligible earnings.

Section 4

The Plan shall provide access to a financial advisor to the Employee.

ARTICLE 38  
HEALTH AND WELFARE

Section 1

At the Employer's expense, each employee covered by this Agreement shall receive the following coverage: group life insurance, group accidental death and dismemberment insurance, short-term disability insurance, and long-term disability insurance.

Section 2

The Employer shall provide health coverage for each full-time employee and his/her covered dependents, which will include: hospitalization, medical, doctor visits, optical, out-patient and in-patient rehab, psychiatric, physical therapy, well baby, ambulance, dental, and prescription drugs.

Section 3

The Employer shall offer a health savings account (HSA) to all full-time employees of the bargaining unit covering the plan's deductible, subject to the terms and conditions of the Plan and the regulations which govern its operation.

Section 4

The Employer will cover 100% of the cost of the premiums for employees and at least 75% of the costs of the premiums for an employee's spouse or eligible dependents.

ARTICLE 39  
HEALTHCARE POLICY REVIEW

Section 1

Before the next renewal of the Employer healthcare policy, the Labor Management Committee shall study alternative healthcare coverage options, and advise on a plan that provides 1) better national coverage and recognition to meet the needs of the remote workers nationwide, and 2) better mental health coverage. At regular intervals thereafter, the Labor Management Committee shall consider whether the current healthcare plan is meeting the continuing needs of Employer employees and provide recommendations on whether to keep the current plan or seek another.

Section 2

Any new healthcare plan may not increase out-of-pocket costs for employees or result in a substantial decrease in coverage, without approval by a vote of the bargaining unit before being implemented.

ARTICLE 40  
PROFESSIONAL DEVELOPMENT

Section 1

Employer recognizes that for professional development purposes, Employees may wish to attend training seminars or workshops or join professional associations that will enable them to learn new skills and/or remain abreast of best practices in their respective fields.

Section 2

Employer shall offer a professional development stipend of up to \$1,500 per calendar year to benefited staff who have been employed for at least three months. This training benefit must be used for programming that has a direct relationship to the job the Employee performs or to the employee's professional goals as agreed upon between the Employee and their manager. The benefit can be used for costs associated with:

- Professional exams and exam preparation courses;
- Certificate programs and credentials;
- Courses offered by an accredited institution, including e-learning;

- Workshops, seminars and conferences;
- Membership in professional organizations; and
- Subscriptions to publications.

The stipend is not intended to cover costs associated with travel to or from a workshop, training, or conference. Employer will separately cover such costs when approved in advance.

### Section 3

Time spent traveling to or from a professional development opportunity will not be considered work time. Time spent attending an approved professional development opportunity will be considered work time, but will not be included in any calculation for overtime or comp time.

### Section 4

The professional development stipend and accompanying policies do not apply to workshops, training, conferences, or other activities that Employer requires Employee to attend or participate in. Such mandatory events or training will be fully covered by Employer and travel and attendance time will be treated according to this Agreement's provisions covering work hours.

## ARTICLE 41

### DEPENDENT CARE ACCOUNTS

Through its professional employment organization (PEO), Employer will offer a Dependent Care Accounts (DCA) to employees, that Employees may elect to fund with pre-tax payroll deductions for eligible daycare expenses. The specific terms and conditions of the Dependent Care Account will be determined by the PEO.

## ARTICLE 42

### CAR TRAVEL AND COMMUTER'S EXPENSE REIMBURSEMENT PLAN

#### Section 1

Through its professional employment organization (PEO), Employer will offer a Commuter Expense Reimbursement Plan (CERP), that employees may elect to fund with pre-tax payroll deductions, to pay for mass transit passes and eligible parking expenses. The specific terms and conditions of the CERP will be determined by the PEO.

#### Section 2

Travel by automobile will be reimbursed at the federal reimbursement rate in effect in January of each year. Mileage reimbursement is only provided when travel in personal vehicles is necessary for Employer business and when the cost is less expensive than using other forms of

transportation. Carpooling is encouraged whenever possible. Other legitimate expenses including parking and tolls when conducting Employer business will be reimbursed in full.

ARTICLE 43  
STUDENT LOANS

The Employer commits to provide \$75 monthly pre-tax to any full-time employee with verified student loans. An employee is eligible for the contribution starting on day one of employment.

ARTICLE 44  
HOLIDAYS AND PAID TIME OFF

Section 1

Employer recognizes the following as paid days either at the end of the calendar year or holidays: New Year's Day; Martin Luther King, Jr. birthday; Presidents' Day; Memorial Day; Juneteenth; Independence Day; Labor Day; Indigenous People's Day/Columbus Day; Veteran's Day; Thanksgiving Day; the day after Thanksgiving Day; the end of the contract year (Christmas Eve through New Years Day).

Holidays falling on Sunday shall be observed on the following Monday. Holidays falling on Saturday shall be observed either on the preceding Friday or the following Monday at the option of the Employer.

Employees shall be provided up to two (2) paid floating holidays per calendar year. Employees will request to use Floating Holidays consistent with Employer's policies for requesting time off.

All work required to be performed on any of the above enumerated holidays, or floating holidays provision, shall be compensated at twice the regular rate of pay.

Section 2

Paid Time Off (PTO) leave for full-time employees accrues at the rate of 3.077 hours per week starting on day one. Part-time employees (those regularly working fewer than 40 hours per week) accrue PTO leave on a prorated basis. Accrual of PTO leave is capped at 160 hours or 20 days.

Unless otherwise arranged prior to their start date, a new employee must wait 30 days if needed before using more than two (2) PTO days. Employees who have been actively employed for 3 continuous months with Employer may, with prior management approval, borrow in advance against un-accrued PTO leave.

An employee separating from employment for any reason, shall be paid their unused accumulated PTO days as of the date of separation. In the event of death, said payment shall be made to their designated beneficiary. The value of advanced leave which has not been fully earned will be deducted from amounts due the employee.

### Section 3

Employees are entitled to eighty paid hours sick leave per year, available on day one of employment. Sick leave is for physical or mental care of self or a loved one and replenishes on the anniversary date of employment for each employee, can be used in hour increments, and does roll over. The sick leave is available immediately.

Employer can require medical documentation from an employee using more than three days of continuous sick leave.

### Section 4

An employee is eligible for a continuous, six-week sabbatical after five (5) years of continuous full-time employment (including full-time contractor or intern status in circumstances where a contractor or intern has transitioned to full time employee status) with the organization. Any period during which an employee is out for parental or caregiving leave counts toward the five years of continuous full-time employment. Employee must take sabbatical within two years of eligibility. Employer must grant a sabbatical to an eligible employee requesting a sabbatical within nine months of the request. An employee will receive full pay and benefits during their sabbatical. Employer can require the employee to provide a mutually agreeable coverage plan at least four weeks prior to the sabbatical. Employees who separate from Employer prior to taking sabbatical are not entitled to payout of the value of this benefit.

After an employee has completed a sabbatical, they are not eligible for a period of five full-time years (or the part-time equivalent) following their eligibility for their last sabbatical.

### Section 5

Employees shall be allowed an unpaid medical leave of absence for up to two years in the event of illness or disability so certified by a physician. Employees may choose to utilize any portion of their accumulated sick leave or vacation time to cover the unpaid qualification period of either the short-term or long-term disability plans, or they may select to take the time as unpaid.

### Section 6

The Employer agrees to pay full salaries to employees who are called to serve on Jury Duty.

### Section 7

In the event of a death in the immediate family, or relative within three degrees of consanguinity defined by blood, marriage, or other legally-recognized union, or member of the employee's household, employee shall be granted a paid leave of absence of five (5) working days. Bereavement leave shall also be made available to employees whose families have suffered a miscarriage, fertility loss (related to IVF or other fertility treatments), or adoption complications. Bereavement leave can be taken up to a year following the event giving rise to the leave and need not be continuous.

### Section 8

Employee accrues 8 hours per month of time off, capped at 8 hours, to engage in volunteering activities. An employee separating from employment for any reason shall be paid their unused volunteering time.

#### Section 9

The Employer agrees to grant up to five (5) paid days per year to Shop Stewards or their designee for Union-related activities. In addition to the usual union tasks, this may include attending training, conventions, and conferences.

#### Section 10

The Employer agrees that in the event any employee shall enter the Military Service or be drafted for employment in the National Defense, upon the discharge from Military Service or the termination of employment in the service of National Defense, said employee shall be restored to their former position or a similar or like position. Salary shall be determined by the former salary of said employee with all adjustments made for any increases which may have been made to the remainder of the staff during the period of such service and which increases are in effect at the time of reemployment. Additionally, an employee's seniority shall accrue on military leave.

The Employer agrees to grant a paid leave of absence of two (2) weeks' duration, per (military) calendar, for employees serving as members of recognized Reserve or National Guard Units.

### ARTICLE 45 PARENTAL LEAVE

#### Section 1

Employees are entitled to parental leave for: (1) the birth and care of the employee's child within one year of birth; and (2) placement and care of an adopted child or fostered child within one year of placement.

#### Section 2

An employee will be entitled to up to twelve weeks of paid leave, with benefits, and up to twelve weeks of unpaid leave, with benefits. An employee is only entitled to this benefit once during any 18-month period of time. An employee is not required to use accrued PTO during either time period but may choose to do so during either twelve week period. No waiting period exists before an employee becomes eligible for this benefit. At the conclusion of the leave, employees are entitled to return to their position or a substantially similar position. If, upon the employee's return, the position or a substantially similar position does not exist, the Employer and Union will bargain over the matter.

#### Section 3

During periods of both paid and unpaid leave, there will be no PTO accrual.

#### Section 4

Employees must request leave from their supervisor at least one month prior to the expected date of the beginning of the leave, or at the earliest practicable date in the case of adoption and fostering. Prior to the start of leave, the employee shall provide:

- A written plan that addresses the amount of time that will be taken
- Planned return date
- Duties that will need to be covered in the interim
- The point person(s) covering their responsibilities
- The status and next steps for current projects

#### Section 5

Leaves must be approved in advance by the employee's supervisor and the CEO or CEO's designee, with such approval being granted so long as the employee is eligible for the leave and has complied with the requirements of Section 4.

#### Section 6

Paid parental leave that is unused will not be paid to employees while they are employed or upon termination of employment. Employees failing to return from leave when it expires may be terminated.

#### Section 7

The Employer can hire a replacement temporary employee or reassign an employee's work responsibilities while on parental leave to a non-bargaining unit position without violating any terms of this Agreement.

## ARTICLE 46 CAREGIVING LEAVE

#### Section 1

Employees are entitled to take leave if needed to care for a seriously ill relative within three degrees of consanguinity defined by blood, marriage, or other legally-recognized union, or any other relation by blood or affinity whose close association with the employee is the equivalent of a family relationship. A serious illness is considered a serious health condition, such as an illness, injury, impairment, or physical or mental condition of a patient that involves hospice care, other significant in-home care, or inpatient care in a hospital or residential medical care facility.

#### Section 2

No waiting period exists before an employee becomes eligible for this benefit. An employee is only entitled to this benefit once during an 18-month period of time. At the conclusion of the leave, employees are entitled to return to their position or a substantially similar position. If, upon the employee's return, the position or a substantially similar position does not exist, the Employer and Union will bargain over the matter. Caregiving leave may be extended in rare circumstances and only by express written permission of the CEO or CEO's designee.

Section 3

Employees may receive up to twelve (12) weeks of paid salary caregiving leave, with benefits. Employees can then take up to twelve (12) weeks of unpaid salary while on family leave, with benefits.

Section 4

A medical professional's statement is required for eligibility for paid Caregiving Leave. The Employer may require regular updated statements from a medical professional for the Caregiving Leave to continue.

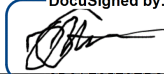
Section 5

The Employer can hire a replacement temporary employee or reassign an employee's work responsibilities while on caregiving leave to a non-bargaining unit position without violating any terms of this Agreement.

SUBJECT TO RATIFICATION:

REPRESENT US EDUCATION FUND  
UNION

US REPRESENTED EMPLOYEES  
  
OPEIU LOCAL - 153

DocuSigned by:  
  
8D6AE85F0ED2474...  
Joshua Graham Lynn, CEO

Seth Goldstein  
Seth Goldstein, representative

\_\_\_\_\_  
Ally Marcella, Bargaining Committee

\_\_\_\_\_  
Anh-Linh Kearney, Bargaining Committee

\_\_\_\_\_  
David O'Brien, Bargaining Committee



---

Caroline Joseph, Bargaining Committee

---

Halley Gmeiner, Bargaining Committee

---

Anna Scanlon, Bargaining Committee

---

Union Member

---

Union Member

---

Union Member

---

Union Member

---

Union Member

---

Union Member

---

Union Member

---

Union Member

---

Union Member

---

Union Member

---

Union Member

---

Union Member