

# **CONTRACT**

**between**

**LEAGUE OF CONSERVATION VOTERS, INC. & LEAGUE OF  
CONSERVATION VOTERS EDUCATION FUND**

**and**

**WASHINGTON-BALTIMORE NEWS GUILD**

**Local 32035, TNG-CWA, AFL-CIO**

**and**

**COMMUNICATIONS WORKERS OF AMERICA LOCAL 7019**

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## **PREAMBLE**

This Agreement is made effective this first day of August, 2020, by and between the League of Conservation Voters, Inc. and the League of Conservation Voters Education Fund (“LCV” and “LCVEF”, collectively the “Organization”) and the Washington-Baltimore News Guild, chartered by The News Guild-Communications Workers of America as Local 32035 and the Communications Workers of America Local 7019 (collectively the “Guild”), for themselves and on behalf of all the employees described in Article 1.

## **ARTICLE 1. RECOGNITION/COVERAGE**

### *Section 1. Recognition*

The Organization hereby recognizes the Guild as the exclusive representative of all employees in the bargaining unit as described in Section 2 in respect to rates of pay, wages, hours of employment and/or other conditions of employment.

### *Section 2. Bargaining Unit*

This Agreement covers all employees of the Organization employed in the positions attached to this Agreement as Appendix A. Should the Organization create any future position(s) performing the kind of work normally performed within the bargaining unit, and the position(s) is not supervisory, managerial, confidential, or a security guard position, such position(s) shall be accreted into this bargaining unit, under the terms of this Agreement.

### *Section 3. Employees*

Unless otherwise specified, the term “employees” as used in this Agreement shall mean employees in the Guild bargaining unit.

## **ARTICLE 2. RACIAL JUSTICE, EQUITY & INCLUSION**

### *Section 1. Discrimination is prohibited at the Organization*

The provisions of this Agreement will be administered to ensure that discrimination does not occur based on an individual's race, ethnicity, religion, color, sex, gender (including gender expression and identity), sexual orientation, age, national origin, citizenship, disability, pregnancy, veteran status, political affiliation, lawful union activity, marital status, caregiver status, or any other basis prohibited by law or based on the employee's protected activity under applicable anti-discrimination statutes.

### *Section 2. Promoting a Safe and Inclusive Workplace*

The Organization will not tolerate discrimination, harassment, abuse of authority, or bullying of employees. Furthermore, the Organization absolutely prohibits retaliation against any person who, in good faith, reports a possible violation of the Organization's Policy and Procedures Regarding *Discrimination, Harassment, Retaliation and Workplace Culture* or participates in an investigation into such behavior.

Discrimination or harassment can range from extreme behaviors, including violence, threats, race based harassment, or physical touching, to less obvious acts like ridiculing, teasing, repeatedly bothering individuals, or offering opportunities to one individual but not another based on a protected characteristic. Examples of harassment include, but are not limited to, actions such as the use of epithets, slurs, cyberbullying or cyber harassment, negative stereotyping, microaggressions,

derogatory or insensitive jokes, pranks, or comments; or threatening, intimidating or hostile acts that relate to any of the above protected categories. It also includes unwelcome sexual advances, requests for sexual favors, and other verbal, visual or physical conduct of a sexual nature.

Harassment may also include written or graphic materials that show hostility toward an individual or group based on protected characteristics, whether that material is sent by email; placed on walls, bulletin boards, computer screens or other devices, or placed elsewhere on the premises or circulated in the workplace. Unwelcome conduct constitutes harassment if:

- a) It has the purpose or effect of unreasonably interfering with an individual's work performance;
- b) It creates an intimidating, hostile, unwelcoming, or offensive working environment; or
- c) Submission to the conduct is made either explicitly or implicitly a term or condition of an individual's employment.

This policy against harassment is intended to protect all employees, interns, volunteers, and vendored staff of the Organization including where the harassment is committed by the third parties who Organization employees encounter on the job, such as members, donors, consultants, or vendors. This policy applies while working or part of a work assignment, at work-related or sponsored functions, and while traveling on work-related business, whether on or off Organization premises. All employees must be expected to abide by the policy with respect to their own conduct, whether interacting with Organization employees or others.

Toxic behavior, whether verbal or non-verbal, includes various activities that can create a pattern of counterproductive work behaviors that debilitate individuals, teams, and whole organizations over the long term. It can include the subtle abuse of power to reinforce and enact inequity on an interpersonal level. Abuses of power or positionality within an interpersonal relationship differentiate toxic behavior from productive conflict and the discomfort of growth. Toxic behaviors must be understood within the context in which they occur, and so, it is critical to trust and not invalidate the experience of those who have been subjected to such behaviors, especially individuals with subordinate or otherwise marginalized identities, by being defensive or dismissive when they name a toxic behavior. This includes recognition of the complexities presented by intersectional identities and other power dynamics at play.

Examples of toxic behavior include but are not limited to (1) making comments that tokenize, offend, or otherize a person with a subordinate or otherwise marginalized identity, (2) toxic humor based on reinforcing stereotypes and/or associated with historical or social oppression, and (3) domineering, including constant interruption or talking over others.

### *Section 3. Addressing Unwelcome Conduct*

Anything alleged to be harassment must be reported in accordance with procedures outlined in *Policy and Procedures Regarding Discrimination, Harassment, Retaliation and Workplace Culture*. Annually, the Organization will provide the Guild with a copy of the report regarding harassment that is sent to the LCV and LCVEF Boards of Directors.

The Organization recognizes that not all unwelcome conduct may rise to the level of harassment. Accordingly, an employee experiencing toxic behaviors can:

- a) File a tracking report anonymously online via EthicsPoint, or whatever online reporting tool is used by the Organization, with the Human Resources Department, or with the Guild



without requesting that the Organization undertake any additional disciplinary steps so that the Organization can track the manner and frequency of perceived toxic behaviors;

- b) Seek external counseling to meet individual needs through the Organization's wellness programs; and/or
- c) Seek a Restorative Practice for repairing trust as described below.

A request for a Restorative Practice may be submitted to the Human Resources Department to repair trust and increase safety and understanding. The request will be assessed in as confidential a manner as is practical and appropriate under the circumstances. A Restorative Practice session may be conducted with the individual who experienced the toxic behavior, the individual(s) who is/are alleged to have perpetrated the toxic behavior, and, if the parties agree, any other relevant staff. The Restorative Practice session will be conducted by the Human Resources Department, and if deemed necessary by the Organization, a Restorative Practice professional mediation will be provided by a trained third party professional or a member of the Human Resources Department who has received appropriate training and is equipped to provide this professional mediation. The Restorative Practice session will be conducted within a reasonable time period, which usually will be within thirty (30) days. If the Organization does not deem that a Restorative Practice is necessary, the Organization will provide its rationale in writing to both the employee and the Guild.

The Organization shall not take any adverse action against the employee for requesting a Restorative Practice. In cases in which an employee submits a request for Restorative Practice to the Organization, the Organization will provide written notice to the employee of their rights to union representation as part of the process and the name of the Union Head Steward as part of the Organization initial email communications with the requestor.

#### *Section 4. Recruiting and Retaining Black, Indigenous, and Staff of Color*

The Organization must continue to ensure that all job applicant pools are reflective of the racial diversity of the nation by ensuring that at least 30% of the candidates interviewed in the in-person interview stage for any open unit position self-identify as Black, Indigenous, or people of color. The Organization also believes the interview process and new staff orientation must address racial justice and equity, convey the Organization's commitment to building an anti-racist organization, and emphasize the candidates' roles in building a more anti-racist organization. They must also provide opportunities to alert new employees that internal resources are available to them, such as Employee Resource Groups, specific training opportunities centered on building racial justice and equity competencies, and monthly events. An additional new staff orientation session focused on the history of the environmental and conservation movement, and the Organization's role in this history, with an anti-racist frame will be added to the Organization's onboarding process.

The Organization will also make investments to create additional pathways for Black, Indigenous, and people of color to access job opportunities within the Organization. The Organization is committed to providing support to assist Black, Indigenous, and people of color, and people with other subordinated/otherwise marginalized identities access leadership opportunities and succeed and grow at the Organization.

Once the Agreement is in effect, the Organization must work with the Labor Management Committee to make justice and equity-related improvements to its recruitment and retention strategies. The Organization's retention strategy must include developing pathways for growth. The Human Resources Department shall develop a proposal for a \$50,000 budget explicitly used for

recruitment in spaces that serve Black, Indigenous, and people of color, and people with other subordinate/otherwise marginalized identities by January 2021.

#### *Section 5. Fostering an Equitable, Inclusive, and Racially Just Organization*

Employee Resource Groups (ERGs), whether formal or informal, standing or ad hoc, are a powerful way to build community and support employees with similar identities and/or roles at the Organization. ERGs include affinity groups, cohorts, and caucuses. Employees should have the ability to self select into ERGs and the Organization shall permit them to utilize organizational space (conference room, conference line, Zoom, email and/or Slack). When reasonably possible, space should also be made at conferences, retreats, and events for ERGs to meet in person. Time spent in ERGs must be considered work time. To the extent ERGs seek funding and resources for activities beyond what is described above, a process for formalizing such groups will be developed by the Organization, led by the Chief Operating Officer and the Chief Officer for Racial Justice and Equity, to evaluate such requests. Formal ERGs will receive \$2,000 annually to support their programming.

#### *Section 6. Employee Mentorship Program*

The Organization shall seek to build an employee mentorship program at the Organization beginning no later than six (6) months after the ratification of this Agreement. The program will start as a pilot mentorship program aimed at growth and advancing professional opportunities, with a particular focus on identifying mentorship opportunities for Black, Indigenous, and people of color, with at least two-thirds ( $\frac{2}{3}$ ) of the chosen mentees being from within the bargaining unit.

Within four (4) months of the ratification of this Agreement, the Labor Management Committee will develop recommendations for the Organization to establish the employee mentorship program. Recommendations will include, but are not limited to, budgets, structure, and format of the mentoring program, and processes to identify, grow, and retain mentees and mentors within the program.

#### *Section 7. Fostering a Culture of Accountability to Build an Anti-Racist Organization*

The Organization recognizes that Black, Indigenous, and people of color and others with subordinated group identities sometimes have or have had negative experiences while in the environmental movement and at the Organization, due to the impacts of interpersonal and systemic racism, injustice, and white supremacy that have shaped and continued to be present within the environmental movement

The establishment and daily practice of an inclusive workplace culture must be rooted in trust, credibility, and understanding. It is necessary for all staff to practice inclusive behaviors and hold themselves and others accountable in performance reviews, project assessments, surveys, one-on-one conversations, and other forms of feedback. Senior leadership led by the executive team, in particular, must model these inclusive behaviors.

Additionally, the Organization commits to sharing its racial justice and equity progress and ongoing challenges to facilitate learning and accountability for its work. Specifically, by early 2021, the Organization will produce and publicly release annual reports on its racial justice and equity work highlighting successes, challenges, and lessons learned.

To that end, the Organization must develop a Racial Justice and Equity Review Board (“Review Board”), which would convene at least four (4) times a year to create and sustain an inclusive, transparent, and participatory process to assess the Organization’s racial justice and equity work

and hold it accountable for moving this work forward. The Review Board will be co-chaired by the Chief Officer for Racial Justice and Equity and a unit representative and consist of ten (10) staff members who identify as Black, Indigenous, or people of color or people with subordinate/otherwise marginalized identities, of which 50% will be bargaining unit members who will be appointed by the Guild, and 50% will be from the Organization's management and appointed by the President.

The Organization will work to provide the Review Board with requested information in a timely fashion to assist in its function. The Organization will provide an explanation when it is not able to provide requested information. The Organization will ensure that two (2) representatives of the Review Board (including at least one (1) representative appointed by the Guild) attend a meeting of the executive team once a quarter. The Organization will also ensure that the Review Board presents its report to the LCV and LCVEF Boards of Directors once a year.

Following execution of this Agreement, the Labor Management Committee will work with the Chief Officer for Racial Justice and Equity to develop additional criteria surrounding the selection process for serving on the Review Board, the assessment tools to be utilized (i.e. an annual employee survey, Racial Justice and Equity self-assessment) and the appropriate measures and mechanisms for supporting accountability and recommended changes. Time spent on the Review Board is considered work time. The Review Board would be operationalized within five (5) months of the ratification of this Agreement.

#### *Section 8. Required Competencies to Work at an Organization Committed to Advance Racial Justice, Equity, and Inclusion to Build an Anti-Racist Institution*

To do the work of racial justice, equity, and inclusion, while minimizing harm to Black, Indigenous, and people of color and others with subordinated group identities, it is critical to establish baseline competencies that all staff must develop and ensure that opportunities for continued personal learning are accessible.

Annual training opportunities will continue to be provided to facilitate staff knowledge and skills for centering and advancing racial justice, equity, and inclusion to build an anti-racist institution. The Organization is committed to developing a more cohesive and consistent approach to annual training, while acknowledging that organizational and individual needs evolve, by January 2021. These trainings must provide opportunities for staff to understand and acknowledge how white supremacy and dominant systems of power have shaped this country, culture and institutions including those in the national environmental movement, and must provide frameworks to further the Organization's commitment to build an anti-racist organization. Where applicable, organizational learning opportunities, trainings, and convenings must be accessible to a multilingual audience to ensure that all staff -- regardless of their primary language -- are able to understand the material and participate in discussion. Furthermore, it is critical for staff to have opportunities to reflect on their own personal identities, privileges, and access to resources to consider how these factors have shaped their experiences.

As a part of this learning, training topics could include microaggressions, restorative conflict mediation, racism in the United States, anti-harassment, anti-toxic behavior, and anti-racism and decolonization strategies. Such trainings must take into account the complexities of race and other power dynamics, and make reasonable support available for staff who may be emotionally triggered by the material covered in the training. The Organization recognizes the importance of supervisors receiving appropriate training, including racial justice and equity-centered trainings that address the intersections of power, subordinated identities and success in the workplace in order to advance racial justice and equity, and build inclusion in the workplace. Once the Organization has developed

an annual training plan, the Labor Management Committee will be given at least fifteen (15) working days to review this plan and provide feedback and recommendations on this approach.

The Organization recognizes the value of non-disciplinary collective restorative healing practices to bring people together to reconcile and build relationships when harm has been done. Restorative practices aim to build understanding, explore how the wrongdoing has impacted those involved, and develop agreements that increase trust, safety and understanding so that things are better in the future. At least once a year, the Organization will provide space for collective restorative healing practices at trainings, retreats, and other meetings, in addition to identifying ways, where appropriate, in which such practices can be utilized to address individual situations.

Providing time and space for staff to process, reflect, and transition learnings to daily practices is important. To that end, staff must have a minimum of four (4) hours of paid time a month to dedicate to continuing education, reading, and active reflection times as part of the Organization's continuing education, including but not limited to, Cafecitos, affinity group discussions, and shared readings.

#### *Section 9. Building a More Inclusive Organization for Staff with Disabilities*

The Organization recognizes the dignity and value that every single employee brings to our work, and that honoring our staff includes making all reasonable accommodations to allow every employee -- regardless of their levels of physical or mental ability -- to thrive in their work. Within six (6) months of the ratification of this Agreement, the Labor Management Committee must gather optional feedback from employees to better understand employees' experiences -- especially those with self-identified disabilities -- to work and access the Organization's office spaces and provide recommendations to the Organization to build a culture and workspaces that are more accessible and inclusive for employees with disabilities. The Labor Management Committee's scope of consideration will include, but not be limited to, office configurations, technology and software applications, accessibility and privacy of restroom arrangements, accessibility of offsite events, confidentiality regarding all accommodation requests, and remote work arrangements.

The Organization will continue to make workspaces accessible to everyone and ensure that all employees are aware of the process for requesting accommodations and how those accommodations are determined. The process to get accommodations for an employee with disabilities will be consistent with Americans With Disabilities Act (ADA) requirements, including all requirements to maintain medical information confidentially and on a need-to-know basis.

#### *Section 10. Building a More Inclusive Organization for LGBTQ+ Staff*

To build a truly equitable and inclusive workplace, the Organization recognizes that more work must be done to build an institution in which LGBTQ+ staff feel centered and can thrive and bring their full selves. Within six (6) months of the ratification of this Agreement, the Labor Management Committee will provide recommendations to the Organization and the Guild as to how the Organization can build a more inclusive workplace for LGBTQ+ staff. Matters for the Labor Management Committee will include, but not be limited to, healthcare coverage and health resources, building a more LGBTQ+ inclusive culture, and accessibility of restroom arrangements. The Labor Management Committee will seek input and feedback from the Organization's LGBTQ+ affinity group in developing these recommendations.

The Organization will list pronouns for all employees on appropriate office signs, employee name tags for internal and external events, business cards, email signature templates, and other events and spaces where staff names are listed, except in the case where an employee would prefer not to have their pronouns listed.

The Organization will provide a formal process for employees who go through a name change or who have a preferred name to request that their former name be removed from previous office materials and publications to the extent practicable (i.e. office signs, business cards, blog posts, organizational charts, etc.).

As part of new employee orientation, the Organization will provide resources (either self-composed or from the health insurance provider) regarding various health insurance procedures and treatments commonly utilized by LGBTQ+ individuals that are covered or not covered by employee healthcare plans offered. This could include procedures and treatments related to: mental health care; transition-related health care, such as endocrine care (gender-affirming hormone therapy) and surgeries; STI/STD testing and other sexual health resources; and other healthcare treatments and procedures commonly accessed by LGBTQ+ individuals.

The Organization, in searching for new office space or extensions to existing office spaces, will prioritize spaces that offer (or provide the option for) private gender-neutral restrooms and/or private stalls that provide greater degrees of privacy (especially for office spaces that do not currently provide the option of gender-neutral bathrooms).

The Organization, when using the Rainbow Pride Flag for official Organization events, materials, signage, and/or merchandise and in partnership with other organizations or in attendance at rallies, parades, or other events, will promote the use of flags with black and brown bands to honor the importance of Black, Indigenous, and people of color in LGBTQ+ culture.

### **ARTICLE 3. IMMIGRANT RIGHTS**

#### *Section 1. Union Notification*

In the event the Organization becomes aware of a question of whether an employee currently holds authorization to work in the United States, the Organization shall notify the employee within one (1) business day. The Organization shall not notify the Guild without an employee's written permission, and shall notify the Guild within one (1) business day of receiving such written permission from the employee. To the extent consistent with the Organization's legal obligations, the affected employee shall be given a reasonable opportunity to remedy the identified problem before any action is taken, which may include reasonable paid time off to attend relevant proceedings or to visit pertinent agencies, for the purpose of correcting the identified problem. Upon return from leave after remediation of the identified problem, the employee shall return to their former position without loss of seniority.

#### *Section 2. Absence for Immigration Proceedings*

Upon notice, an employee shall be allowed up to five (5) paid working days per year during the term of this Agreement to attend immigration proceedings related to the employee and/or the employee's family.

### *Section 3. Updating Information*

The Organization may not discharge or in any manner discriminate, retaliate, or make any adverse action against an employee because the employee updates or attempts to update their personnel records to reflect accurate changes to their lawful name or valid Social Security number, provided that nothing in this section shall preclude the Organization from taking disciplinary action against an employee for knowingly providing false information to the Organization.

### *Section 4. Social Security No-Match*

The Organization will notify the Guild upon receipt of a “no match” letter from the Social Security Administration and will provide a copy of the notice to all employees listed on the notice and to the Guild. A “no match” letter from the Social Security Administration shall not itself constitute a basis for taking adverse employment action against an employee, including firing, laying off, suspending, retaliating, or discriminating against any such employee. The Organization will not require that employees listed on the notice bring in a copy of their Social Security card for the Organization’s review, complete a new Form I-9, or provide a new or additional proof of work authorization of immigration status.

### *Section 5. Expiration of Documents*

Should the Organization be required to remove an employee from employment due to the expiration of the employee’s work authorization document, the Organization shall reinstate the employee to the job without loss of seniority upon receipt of the renewal work authorization document if the employee provides appropriate documentation within ninety (90) calendar days of their removal from employment.

### *Section 6. Law Enforcement Cooperation*

Unless otherwise required by applicable law, the Organization’s practice will be to require a valid, signed warrant prior to allowing any Law Enforcement including but not limited to, the police, the FBI, and ICE, to enter any facility owned or leased by the Organization where staff, contractors, or volunteers of the Organization work; provided that the Organization may authorize entry by the police or the FBI in emergency circumstances (i.e. medical emergency or a physical safety issue).

### *Section 7. Training*

The Organization will provide training for employees responsible for interacting with law enforcement who operate in all offices in how to interact with ICE or other law enforcement agents. This training will provide information regarding the rights of people, regardless of immigration status, in incidents involving law enforcement and address steps such staff should take should an immigration status-related event occur near or at their office space.

### *Section 8. Travel*

The Organization must not require an employee to conduct any kind of work or travel across state lines and/or be required to fly or drive anywhere that they reasonably feel may be unsafe for them given their immigration status.

### *Section 9. Support for Employees Seeking to Change their Immigration and/or Citizenship Status*

The Organization will provide up to \$1,000 per year to any employee who is seeking to change their immigration or citizenship status by any process, including but not limited to applying to become a

naturalized citizen, renewing their Deferred Action for Childhood Arrival (DACA), applying for Temporary Protected Status, for application fees and associated legal costs.

If requested by the employee, the Organization should make every possible effort to sponsor an employee for U.S. permanent resident status.

Within two (2) months of the ratification of this Agreement, the Labor Management Committee shall create a mechanism for employees to elevate such needs to the Organization.

## **ARTICLE 4. UNION SECURITY & DUES DEDUCTION**

### *Section 1. Guild Members in Good Standing*

Where allowed by applicable state law, the Organization shall require as a condition of employment of each employee that the employee either be and remain a member of the Guild in good standing no later than the 30th day following either (1) the date of the first Guild Shop contract legally enforceable under the Labor Management Relations Act, or (2) the date of hiring, whichever is later, or that the employee shall pay an agency fee to the Guild in an amount equivalent to the dues they would pay as a Guild member. The Organization shall have no obligation to take any action under this provision until it receives a certified letter from the Guild that an employee is not in compliance with the employee's membership obligation. The certified letter requesting termination shall also be copied to the employee affected by the notice.

### *Section 2. Dues*

Upon an employee's written assignment, the Organization shall deduct each pay period from the earnings of such employee and pay to the Guild each month an amount equal to Guild dues and assessments. Such amounts shall be deducted from the employee's earnings in accordance with the Guild's schedule of rates furnished to the Organization by the Guild. Such schedule may be amended by the Guild at any time, and the Organization shall make deductions pursuant to such amended schedule beginning in the next regularly scheduled pay date following provision of notice to the Organization, provided that notice is provided at least fourteen (14) days in advance of such payroll processing date. An employee's written assignment shall remain effective in accordance with the terms of such assignment.

### *Section 3. The dues deduction assignment shall be made upon the following form:*

#### **ASSIGNMENT and AUTHORIZATION TO DEDUCT GUILD MEMBERSHIP DUES**

I hereby assign to the Washington-Baltimore News Guild-CWA, and authorize the Organization to deduct per pay period from any salary earned or to be earned by me as an employee, an amount equal to Guild initiation fees, dues and assessments as certified by the Treasurer of the Guild starting in the first week in the month following the date of this assignment. I further authorize and request the Organization to remit the amount deducted to the Guild each month.

This assignment and authorization shall remain in effect until revoked by me, but shall be irrevocable for a period of one year from the date appearing below or until the termination of the contract between yourself and the Guild, whichever occurs sooner. I further agree and direct that this assignment and authorization shall be continued automatically and shall be irrevocable for successive periods of one year each or for the period of each succeeding applicable contract between the Organization and the Guild, whichever period shall be shorter, unless written notice of its revocation is given by me to the Organization and to the Guild by registered mail not more than thirty (30) days and not less than fifteen (15) days prior to the expiration of each period of

one year, or of each applicable contract between the Organization and the Guild, whichever occurs sooner. Such notice of revocation shall become effective for the calendar month following the calendar month in which the Organization receives it.

This assignment and authorization is voluntarily made in order to pay my equal share of the Guild's costs of operation and is not conditioned on my present or future membership in the Guild.

This assignment and authorization supersedes all previous assignments and authorizations if any heretofore given by me in relation to Guild initiation fees, dues and assessments.

\_\_\_\_\_  
Employee's signature

\_\_\_\_\_  
Date

*Section 4. Indemnification*

The Guild agrees to indemnify and hold the Organization harmless from any and all claims, suits, judgments, attachments, and any other liability which may arise from the Organization's implementation of this Article. If an incorrect deduction is made and submitted to the Guild, the Guild shall refund any such amount directly to the involved employee.

*Section 5. Payroll Deductions for CWA Political Action Fund*

The Organization shall provide for payroll deductions for the CWA Political Action Fund (PAF) on behalf of employees who authorize such deductions in writing.

**ARTICLE 5. INFORMATION FURNISHED TO THE GUILD**

*Section 1. Quarterly Information*

The Organization will furnish the Guild, on a quarterly basis, the following information for employees represented by the Guild:

- a) Name
- b) Hire date
- c) Job title
- d) Rate of pay - hourly or salary
- e) Work location
- f) Home Address
- g) Date of birth
- h) Ethnicity (if employee has voluntarily disclosed)
- i) Gender identity (if employee has voluntarily disclosed)
- j) Disability Status (if employee has voluntarily disclosed)



## *Section 2. Changes to the Staff*

The Organization shall notify the Guild and the Union Head Steward by email of:

- a) New employees, including all the information required in Section 1, to the extent the Organization has it, within one month after the employee's start date
- b) Any resignations, terminations, retirements, and/or deaths of employees within three (3) business days of the Organization becoming aware of such an event
- c) Names of interns and fellows, for what purpose or project and length of time
- d) Changes in job title and salary of employees with effective date
- e) Material changes in job descriptions and job responsibilities of employees

## **ARTICLE 6. UNION RIGHTS**

### *Section 1. Union Meetings*

Up to four (4) times per year and subject to availability and upon reasonable request by the Guild, the Organization, to the extent it does not interfere with the Organization's organizational needs, shall provide space on its premises and use of its communications technology for meetings of employees at mutually agreeable times. Employees can use their lunch break to attend Guild meetings.

### *Section 2. Conduct of Guild Business by Bargaining Unit Employee Representatives*

Upon request by the Guild, employees designated in writing as Guild representatives or stewards shall be granted limited time off from work, without loss of pay, to conduct necessary Guild business administering the Agreement and grievance handling and resolution. The Guild's request for leave will be submitted as far in advance as practicable and leave requests shall be granted except in the case of a legitimate organizational necessity requiring an employee's attendance, and provided that such duties must not unreasonably interfere with the regular performance of an employee's work for the Organization. No more than two (2) employees shall be entitled to such leave at any one time, and a maximum of eight (8) employees may be designated in writing as Guild representatives or stewards. The Guild shall notify the Organization in writing of all employee designees under this section.

### *Section 3. Bargaining Committee*

The Bargaining Committee will be excused from work without loss of pay to participate in negotiations, including caucuses during bargaining sessions. Leave under this section shall be in addition to Guild leave in Section 2. The Guild shall notify the Organization of the members of the committee prior to the commencement of negotiations. The Bargaining Committee shall consist of no more than 10% of the total number of bargaining unit members, provided that the Bargaining Committee shall not consist of more than eight (8) members without the prior approval of the Organization. The Bargaining Committee will also have alternates.

### *Section 4. Bulletin Boards*

To facilitate communication with bargaining unit employees, the Guild shall be provided with suitable bulletin board space, where practicable, for the posting of notices and information

concerning Guild activities. To accommodate employees, such bulletin boards can also exist digitally on platforms including, but not limited to, email and Slack.

## **ARTICLE 7. MANAGEMENT RIGHTS**

The Guild recognizes that the Organization retains all management rights and prerogatives not expressly limited or modified by this Agreement as it relates to bargaining unit employees.

Except as so expressly limited or modified the Organization shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the Organization in all of its various aspects, including but not limited to the right to operate and manage all personnel, facilities and equipment; to establish or discontinue functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to schedule working hours and assign overtime; to select, direct and determine the number of personnel; to hire, promote, suspend, discipline or discharge personnel for just cause; to lay off, redeploy, or relieve employees due to lack of work or other reasons; to make and enforce reasonable rules and regulations; to contract with vendors or others for goods and/or services including the right to subcontract any or all functions performed by members of this bargaining unit, to take any and all actions necessary to carry out the operations of the Organization, and to assign duties, tasks, and jobs.

The Organization's failure to exercise any right, prerogative, or function hereby reserved to it, or the Organization's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Organization's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

## **ARTICLE 8. LABOR MANAGEMENT COMMITTEE**

A joint Labor Management Committee will be established of two (2) representatives chosen by the Organization and two (2) representatives chosen by the Guild. The Labor Management Committee will meet quarterly or by mutual agreement at a different frequency. The Labor Management Committee will discuss and attempt to resolve issues of mutual concern to the Organization and the Guild. The Labor Management Committee further will be used to facilitate attaining the goals of the Organization and enable employees to be more effective and productive in accomplishing its mission.

## **ARTICLE 9. GRIEVANCE PROCEDURE**

### *Section 1. Grievance Defined*

A grievance means a dispute or controversy arising out of the interpretation, application, administration or alleged violation of this Agreement except as explicitly excluded from this Article.

### *Section 2. Grievance Procedure Steps*

The parties shall strive to discuss all grievances in good faith. The parties' intent is to act reasonably to attempt to expeditiously resolve all issues prior to the initiation of the formal grievance process or, if a grievance is filed, at the lowest possible step.

**Step 1.** Prior to filing a written grievance, a representative of the Guild – a shop steward, unit officer (a unit member duly appointed or elected by the Unit) or Guild Representative –

must meet with an appropriate representative of the Organization, with or without the grievant(s).

Step 2. If the issue is not resolved in Step 1, up to three (3) members of the Guild Grievance Committee and the Organization will meet within seven (7) business days after the Guild provides written notification to the Organization of the grievance, including the remedy the Guild is seeking.

Step 3. If no settlement is reached within thirty (30) days of the Step 2 meeting, the Guild may submit a demand for binding arbitration, unless the parties mutually agree to binding expedited arbitration. If, on initiation of arbitration, the parties cannot agree on an impartial arbitrator, then the Federal Mediation and Conciliation Service (FMCS) will be requested to designate a panel of arbitrators and the arbitrator shall be selected by the parties alternately striking names from the list until one name remains and that person shall be the arbitrator.

At the outset of any arbitration, prior to opening the record for evidence, the arbitrator must first attempt to mediate the case for final resolution. In the event that the parties are unable to mediate their dispute successfully, the arbitrator shall resolve the grievance upon the parties' oral closing arguments, and without written briefs.

All joint costs of such arbitration (for example, any FMCS fees, the fees and expenses of the arbitrator, hearing room costs) shall be borne equally by the parties, except that no party shall be obligated to pay any part of the cost of a stenographic transcript without express consent.

Attorneys shall be allowed to present cases at arbitration. The parties shall reasonably cooperate to identify a time and place for the arbitration that is convenient to the parties and likely witnesses.

### *Section 3. Arbitrator's Award*

The arbitrator shall have no power or authority to amend, alter, or modify this Agreement.

## **ARTICLE 10. HIRING**

### *Section 1. Hiring, Internal Applicants*

The Organization shall notify all employees, by email, of any vacancy in an existing or newly created position it intends to fill. The Organization may also advertise the position externally at the same time it posts internally.

Employees shall have five (5) working days from the date of the posting to apply for the vacancy, which shall obligate the Organization to interview the internal applicant (provided they meet the required qualifications of the position) prior to interviewing outside applicants, unless the internal bidder is unavailable for more than one (1) week (ex. on vacation or other approved leave). After five (5) working days, employees are still eligible to apply as an internal applicant up until the position closing date, but they will not necessarily be interviewed before external applicants.

Qualifications for the position shall be posted and all positions will continue the current practice at the Organization of articulating how the role will advance racial justice, equity, and inclusion within programmatic, organizational, and/or electoral work. A position that falls within the bargaining unit must note that designation within the job description. Every job description within the unit posted for internal or external hiring will include the salary range as specified in this Agreement.

Where the qualifications of an internal applicant and an outside applicant are substantially equal, the Organization will take into consideration the value of promoting the growth of internal applicants, but the Organization may also take into account other relevant considerations.

When the Organization is deciding between two internal applicants whose qualifications are substantially equal, the Organization's commitment to racial justice, diversity, equity, inclusion and equal employment opportunity; merit; experience within the Conservation Voter Movement; and seniority shall be given consideration.

If an employee is not awarded a position that is in the unit, upon the employee's request, the Organization shall meet with the employee and, at the employee's option, a representative of the Guild, to discuss how the employee can improve the potential to be selected the next time the position, or a similar one, is open in the unit.

### *Section 2. New Hires*

New hires are entitled access to all personal time off, kinds of leave and all other benefits at the times set out in this Agreement.

During work time, new hires will have the opportunity to receive information from the Guild within two (2) weeks of their first day. The information will include an overview of their rights and responsibilities as Guild members.

All new employees will work on an introductory basis for the first ninety (90) calendar days after their date of hire.

### *Section 3. New Hire Review Process*

Employees shall be considered introductory employees for no more than ninety (90) days and are not subject to Section 1 of Article 12 (Discipline and Discharge) for purposes of discipline or discharge. New hires are entitled to receive a review at or around the thirty (30) day mark, sixty (60) day mark, and in advance of the end of the ninety (90) day period. The review process will create space for the supervisor to provide feedback to the employee, and for the employee to provide feedback to their supervisor. The employee will receive supervisory reviews including written feedback to the employee, as well as the employee providing written feedback to their supervisor. Supervisors will conduct weekly verbal check-ins (at minimum) with new hires during the introductory period, unless the supervisor or employee is reasonably unavailable in a given week. As part of the aforementioned reviews, before the conclusion of the introductory period, the Organization shall make the employee aware of known performance deficiencies that may lead to discharge during the introductory period, and the supervisor will work with the new hire to try to address and improve upon such performance deficiencies.

Upon ratification of this Agreement, the Labor Management Committee will discuss and recommend potential questions, prompts, and discussion resources, for written and oral feedback solicited during the 30 day, 60 day, and 90 day reviews.

### *Section 4. Hiring Committees*

All hiring committees for unit positions shall include at least one (1) bargaining unit employee to the extent possible. The hiring manager must, in consultation with the Guild, alert any employee who participates in the interview process that they are serving as the Guild representative. Work plans will be adjusted to reflect time a unit employee is devoting to serving on a hiring committee, and no

unit employee will be asked to serve on more than one (1) hiring committee at once or on more than three (3) hiring committees in one (1) calendar year.

## **ARTICLE 11. PROMOTIONS**

### *Section 1. Promotions*

Employees may be considered for promotions at least once per year during their annual performance review, following a job description review process, when a position is posted internally, and when there is an Organization need for a role expansion. Employees can choose to apply for open positions and receive the benefit of the internal hiring process as outlined within Article 10 (Hiring). Existing employees who are promoted will not be subject to the ninety (90) day introductory period that is accorded to new staff hired by the Organization.

During the review processes noted above and during an employee's weekly check-in with their supervisor, an employee can discuss the necessary skills and professional development needed to work towards future promotions.

To be eligible for consideration for a promotion, an employee must meet the minimum requirements of the higher level position as stated in the job description, be currently exceeding expectations in their current position, have a willingness for an increase in responsibilities, and the employee's supervisor must believe the employee is capable of the duties and responsibilities of the higher level role. Additional considerations will include whether the employee has received a formal disciplinary action in the past six (6) months or has been deemed to have violated the Organization's Policy and Procedures Regarding Discrimination, Harassment, Retaliation and Workplace Culture within the last year. The relevant department Senior Vice President must sign off on the promotion.

### *Section 2. Growth Promotions*

A growth promotion is one where an employee moves from one job to the next job in a higher classification, even without there being an open position, following the annual review process. It is based on the Organization's and department's needs, the employee's ability to perform at the higher level, as well as strong performance within the employee's current role.

During the annual performance review process, a supervisor should recommend when a qualified employee should receive a growth promotion, or an employee may request consideration for a growth promotion in a particular year. All growth promotions must be approved by the employee's supervisor, their department Senior Vice President, and the Human Resources Department.

An employee who requests and is not awarded a growth promotion during the annual review process may request and will receive written feedback from their supervisor as to why they did not receive a growth promotion. At the employee's request, the Organization shall meet with the employee and, at the employee's option, a representative of the Guild, to discuss how the employee may improve their prospects of a future promotion.

### *Section 3. Job Description*

The Organization will update and approve the job description for the employee's new role before the promotion is finalized, and will provide each employee, within one (1) week of the employee's promotion, that new job description, in a standardized organizational format. The job description should reflect the new role and duties and should not simply be a copy of the job description for their previous position. A copy of the job description will be maintained in the employee's personnel file.

## **ARTICLE 12. DISCIPLINE AND DISCHARGE**

### *Section 1. Just Cause*

Subject to Article 10 (Hiring), employees shall not be subject to discipline or discharge without just cause. Other than for gross misconduct, the Guild and the employee shall be notified in writing at least two (2) weeks in advance of each dismissal with specifications of the facts alleged to constitute just cause. The Organization may pay two (2) weeks' salary in lieu of notice to the Guild and the employee where notice is required.

Examples of gross misconduct offenses include workplace violence, embezzlement, child molestation or abuse, willful violation of campaign finance and ethics laws, and harassment as defined in the Organization's *Policy and Procedures Regarding Discrimination, Harassment, Retaliation and Workplace Culture* including conduct that denigrates or shows hostility or aversion toward an individual because of that person's membership in, or affiliation with, a protected category, or that of the individual's relatives, friends, or associates, and that (1) has the purpose or effect of creating an intimidating, hostile or offensive work environment, (2) has the purpose or effect of unreasonably interfering with an individual's work performance, or (3) otherwise adversely affects an individual's employment opportunities or Section 2 of Article 2 (Racial Justice, Equity & Inclusion).

### *Section 2. Notification to the Employee and the Guild*

The Guild and the employee shall be notified in writing of any discipline or discharge.

### *Section 3. Records of Discipline*

Any documents related to attendance violations shall not be taken into consideration one (1) year after issuance if the issue is rectified.

Any documents related to written warnings shall not be taken into consideration two (2) years after issuance if the issue is rectified.

Any documents related to suspensions, employee improvement plans, or disciplinary leaves of absence shall not be taken into consideration four (4) years after the issuance if the issue is rectified.

Decisions regarding promotions and bonuses shall not take into consideration employee performance reviews other than the most recent performance review.

Following one (1) year from the date of any discipline (or the most recent discipline if a recurring issue), an employee may request in writing that their supervisor confirm that the issue has been rectified. If the issue has been rectified, the supervisor shall confirm, and such writing shall be placed in the employee's personnel file.

## **ARTICLE 13. REDUCTION IN FORCE**

### *Section 1. Reduction in Force*

The Organization shall provide sixty (60) days' notice of the need to reduce the workforce or dismantle or otherwise alter programs that would require the relocation or termination of an employee and notify the Guild and the affected employees. The sole exception is for unforeseeable emergency circumstances not caused by the Organization, wherein after consultation with the Guild, the need to reduce the workforce is jointly agreed to, in which case the Organization must provide as much notice as is reasonably practicable and in no event less than fourteen (14) days' notice. Where the Organization reasonably believes this unforeseeable emergency circumstances exception applies, the parties shall negotiate in good faith regarding -- and the Guild shall not unreasonably refuse to agree to -- the Organization's identified need to reduce the workforce on less than sixty (60) days' notice. The remaining provisions of this Article and of Article 24 (Severance Pay) apply only to a reduction in force that results in the termination or separation of an employee; they do not apply to employees who accept relocation due to the dismantlement or alteration of a program.

Upon request, the Organization will meet with the Guild for the purpose of discussing layoffs and to consider the means by which the impending hardship of such layoffs may be mitigated.

During the notice period, the Organization shall accept voluntary resignations in the classifications involved. Such employees shall be entitled to severance pay provided in Article 24 (Severance Pay). The number of employees dismissed shall be reduced to the extent that the necessary payroll saving has been achieved by resignation.

### *Section 2. Recall List*

Laid off employees shall be placed on a recall list for up to one (1) year. Such employees shall remain on a recall list until they are recalled, decline an offer of written recall, or fail to provide a timely response to an offer of recall. Upon a vacancy, the Organization shall send a notice by certified mail and email to the last known address and email address of all persons on the recall list who previously worked in a substantially similar role in which the vacancy occurs.

A substantially similar role includes the same position/job title or a role at the same level within the Organization with substantially similar job functions and responsibilities. A copy of the notice shall also be sent to the Guild. If, within ten (10) business days of the date of the mailing, an employee fails to accept re-employment, the employee shall be removed from the recall list. In the event of a timely reply, the Organization shall fill the vacancy from among those replies requesting employment in order of seniority. Time spent on a recall list shall not constitute a break in continuity of service.

### *Section 3. Other Dismissals*

There shall be no dismissals as a result of putting this Agreement into effect.

## **ARTICLE 14. SENIORITY**

### *Section 1. Definition*

An employee's seniority date shall be the employee's first day of work with the Organization, as either a bargaining unit or non-bargaining unit employee.

Time spent with the Organization as a regular, part-time, short term, or temporary employee shall be counted towards an employee's seniority start date and one-time compensation increases as described in Section 2 of Article 27 (Salary & Wage).

For purposes of this Article, employees shall be deemed continuously employed by the Organization while on approved leave of absence from the Organization and while employed by the Organization in a non-unit position.

### *Section 2. Returning Employee*

A former employee who returns to employment in a unit position will be credited for previous time served and will accrue benefits at the level associated with their time served for purposes of Articles 10 (Hiring), 13 (Reduction in Force) and 24 (Severance Pay).

### *Section 3. Field Vendor Employee*

An employee who formerly worked for at least three (3) consecutive months for a third-party vendor contracted by the Organization for field programs ("field vendor employee") shall upon their request have their time working as a field vendor employee be included by the Organization in calculating their seniority date (ex. a field vendor employee who worked for at least 3 months for a third-party vendor who then starts employment with the Organization on October 1, 2020 shall have their seniority date considered to be July 1, 2020). Consecutive working shall include when a field vendor employee working for one third-party vendor moves to another third party vendor or when a field vendor employee relocates for a specific field program.

## **ARTICLE 15. PERFORMANCE EVALUATION**

### *Section 1. Definition and Performance Evaluation Overview*

A performance evaluation is a review of an employee's performance and should be based upon job-related criteria only. Employee performance evaluations are for the purpose of evaluating individual employee performance and discussing professional and leadership development, advancement within the Organization, and professional goals for the year to come. Employee evaluations should acknowledge changes affecting the employee's position, including workload, which have occurred since the last evaluation. The performance evaluation process will also provide an opportunity for all staff to practice and grow key feedback competencies.

An annual performance evaluation shall be conducted for all employees, consisting of a self evaluation on a form supplied by the Human Resources Department and a written review from their supervisor(s). All written evaluations for an employee from that year's performance evaluation will be discussed between the supervisor(s) and the employee, and transparent guidelines and instructions for this meeting will be shared by the Human Resources Department with all staff at least two (2) weeks ahead of these individual meetings.

The written responses by the employee and their supervisor(s) will be incorporated into the evaluation form, and the employee and their supervisor(s) will sign the completed evaluation form, indicating they have read and discussed the information contained in the evaluation. Signing does not constitute agreement with all the points raised in the document. The complete signed evaluation form will be transmitted to the department Senior Vice President and the Human Resources Department by the employee's supervisor and kept within the employee's personnel file. Evaluations must be completed for all staff by the end of March unless an exception has been approved by the Human Resources Department. The contents of the performance evaluation shall not be subject to the grievance/arbitration process described in Article 9 (Grievance Procedure).



The Organization will encourage supervisors to provide comprehensive and detailed performance evaluations to employees as part of this annual process, and to provide actionable feedback that would help employees to succeed and grow at the Organization. In addition to the performance evaluation process, the Organization shall seek to identify opportunities and ways to continue to improve the competencies of supervisors and employees to give and receive constructive feedback.

### *Section 2. Self Evaluation*

Each employee shall receive a written performance evaluation form in which they can reflect on and assess their own performance for job-related duties, review their job description and suggest updates, indicate their professional development goals for the year ahead, and assess progress on professional development goals from the prior year (if applicable). The self evaluation must include explicit discussion relating to the employee's integration of racial justice, equity, and inclusion into their job functions. If an employee believes that external factors are impacting an employee's performance or ability to do their job, employees are encouraged to discuss that with their supervisor and/or the Human Resources Department at the earliest opportunity (outside the performance evaluation process).

### *Section 3. Supervisor Evaluations of Employees*

As part of the annual performance evaluation, each employee will receive a performance evaluation from their direct supervisor(s). Once an employee has completed their written self evaluation, as described in Section 2, and sent a copy of the form to their supervisor(s), their supervisor(s) shall complete the questions indicated for the supervisor's review of the employee. The supervisor's review will provide an opportunity for the supervisor to reflect on and assess the employee's performance for job-related duties, review the employee's job description, and suggest areas for growth and professional development for the employee. This evaluation will be reviewed by the department Senior Vice President before the supervisor sends the completed performance evaluation form to the employee. The employee will have at least twenty-four (24) hours to review the completed performance evaluation form before their performance evaluation meeting. The employee and their supervisor(s) will discuss the supervisor's feedback during the performance evaluation meeting. Any mutually agreed upon changes made to the employee's job description will follow the process outlined in Section 2 of Article 16 (Workload Assessment).

### *Section 4. Employee Evaluation of Supervisor*

After an employee and their supervisor have met for the employee's performance evaluation, the employee will provide a written review of their direct supervisor(s). Each supervisory evaluation must include an assessment of the individual supervisor's performance in providing direction, guidance, and feedback, as well as explicit discussion relating to the supervisor's integration of racial justice, equity, and inclusion into their job functions and management functions. The supervisor evaluation will be shared with the supervisor's supervisor and discussed during the supervisor's own performance evaluation.

The employee can request to meet directly with their supervisor(s) to discuss their feedback, and if desired, the employee can request the attendance of the supervisor's supervisor, a steward of the Guild, or a member of the Human Resources Department. The supervisor may also request the presence of their supervisor or a member of the Human Resources Department.

### *Section 5. Colleague Evaluations*

The Organization values the benefit that employees can gain from feedback from colleagues other than their supervisor. Following the ratification of this Agreement and within one (1) month of the

establishment of the Labor Management Committee, the Labor Management Committee will begin to develop recommendations for a standardized, voluntary colleague evaluation process for employees, through which they may receive feedback and evaluations of their performance from colleagues with whom they work closely on tasks and/or projects closely related to their job duties. No later than six (6) months after the ratification of this Agreement, the Organization will implement a standardized, optional colleague evaluation process in conjunction with the Organization's 2021 annual performance evaluation process.

The colleague evaluation process will not replace the annual performance evaluation between an employee and their supervisor, but is a tool that complements that process by collecting and providing greater feedback for employees upon their request. Requests for colleague evaluations will not be unreasonably denied, and no employee shall be asked to complete more than four (4) colleague evaluations in a year.

Results of the colleague evaluation process will not be shared directly with supervisors, will not be used as part of the formal performance evaluation process, and will not be saved in employees' personnel files. While all employees are encouraged to participate in the colleague evaluation process, employees can elect to opt out of the process at any stage.

#### *Section 6. Role of Labor-Management Committee*

No later than four (4) months after the ratification of this Agreement, the Labor Management Committee will develop recommendations for an optional, standardized, colleague evaluation process, including the best online tool to capture and document the evaluations, and the Organization will institute the new system in 2021 in conjunction with its annual performance evaluation process. The Labor Management Committee will also provide recommendations to update the written forms for employee and supervisor reviews to ensure that they are better able to solicit and capture holistic feedback.

Additionally, the Labor Management Committee will also make recommendations on what additional competencies should be better developed across staff to give and receive constructive feedback (both positive and negative), including how to better develop and grow those competencies (ex. identifying a training or online resource). Developing these competencies will be critical to ensuring that there is trust developed between supervisors and their employees and that each party is able to give and receive feedback despite having different perspectives, personalities, and loci of control and power.

## **ARTICLE 16. WORKLOAD ASSESSMENT**

### *Section 1. Employee Workplans*

Each employee, with the input of their supervisor shall create an individual workplan, outlining goals, objectives and success measurements for their work over the next six (6) months or year. The workplan will explicitly include how the employee is integrating racial justice and equity into their work, how they are working to build an anti-racist institution, and/or the professional development and resources they need in order to do so. Weekly check-in meetings between the employee and their supervisor shall include reference, as appropriate, to an employee's current workplan to assess progress toward stated goals and priorities. With their supervisor's approval, adjustments shall be made to the workplan to reflect any changes to the employee's role and responsibilities, or to shift projects in order to achieve a more sustainable workload.

## *Section 2. Job Description Review Process*

The Organization will provide each employee, within one (1) week of the employee's start date, a job description in a standardized organizational format. All job descriptions must explicitly name required racial justice and equity competencies and note how job roles and duties strive to advance racial justice and equity to achieve anti-racist outcomes in the employee's work. A copy of the job description will be maintained in the employee's personnel file.

The job description will be reviewed and updated at the end of the employee's ninety (90) day introductory period, annually during the employee's performance evaluation, and upon the employee's request where significant long-term changes have been made to duties and responsibilities. If a meeting is requested by the employee, they shall meet with their supervisor to discuss any significant changes to their responsibilities or role that may necessitate changes to their job description; if the employee and their supervisor do not reach resolution in their meeting, they shall schedule a follow-up meeting with their department Senior Vice President and a Guild representative if requested.

If it is mutually determined that the employee is performing job duties outside of their current job description on a continuing basis, the Organization may either revise the employee's job description or may reassign work to ensure the employee is no longer handling those job duties. For changes to an employee's job description made after the initial hire, the employee will be given at least fourteen (14) days' notice and an opportunity to share written input and submit it to their supervisor prior to the Organization's finalization of the revised description. A copy of the revised job description will be added to the employee's personnel file and to the Guild. If the employee's job description is changed to a higher job classification level, their salary will be increased to at least the minimum salary for the higher classification but in no case shall the employee be paid less than their current salary.

## *Section 3. Temporarily Increased Workload within Same or Lower Job Classification*

When workload, within an employee's job classification or in a lower job classification (due to a layoff, failure to fill a vacant position, or leave of an incumbent) has increased substantially for more than thirty (30) days on a significant and consistent basis to a level such that the employee cannot perform their core job description functions in the time allotted (for example, the increase in duties is regularly triggering overtime or the compensatory time provisions according to Article 23 (Hours and Overtime)), the employee may request a meeting with their supervisor to discuss their workload and ways to address it. While their supervisor should be an employee's first point of contact for workload issues, employees may also discuss their concerns with a Guild representative at any time. If deemed necessary, the Guild representative may choose to approach the Human Resources Department to share workload concerns raised by an employee that have not been satisfactorily addressed by the supervisor.

Possible outcomes can include but are not limited to 1) clarifying expectations regarding work, timelines, and priorities, 2) reassigning certain duties to other employees 3) revising the current job description according to the process outlined in Section 2, or 4) assigning the employee another job title and corresponding job description.

## *Section 4. Temporary Work in a Higher Job Classification*

An employee required to perform the majority of the duties of a position that is in a higher job classification for more than thirty (30) days, due to vacancy, leave by the incumbent or some other such circumstance, shall be paid the minimum salary for the higher job classification level for any

additional workdays in which the employee performs such higher level work until the employee is no longer required to perform the majority of such duties because the vacancy is filled, the incumbent returns, or the duties are otherwise reassigned.

## **ARTICLE 17. PROFESSIONAL DEVELOPMENT**

### *Section 1. Definition*

The Organization values the growth, development and retention of its employees. Professional development is defined as an educational or training opportunity that is beneficial to grow and function in the employee's role at the Organization, and which will further their advancement within the movement.

The Organization encourages employees to pursue professional development opportunities including, but not limited to, courses, seminars, trainings, workshops, and conferences. Each year, each employee will work with their supervisor to develop a plan to meet their professional development goals during the course of the year, and which will be set out for the year ahead in the employee's annual performance evaluation. The annual performance evaluation will also include a review of the employee's progress on their stated professional development goals from the prior year. Work plans and check-ins between an employee and their supervisor should include specific discussions assessing the employee's progress to achieve their professional development goals and any support they request from their supervisor.

The Organization and the Labor Management Committee will establish a standardized application for professional development opportunities provided under Section 3, including determining eligibility and approval processes for applications.

All requests to attend professional development opportunities shall be approved by the employee's department Senior Vice President or authorized designee and such approval shall not be unreasonably denied. All requests to attend professional development events shall be made at least thirty (30) days in advance, if possible, of the professional development event.

The Human Resources Department, or other department and/or staff as designated by the Organization, will manage professional development budgets for the Organization and ensure that opportunities are accessible across the Organization.

### *Section 2. Work Time*

Only time spent in Organization-approved professional development activities counts as work time. Travel time to approved professional development activities shall be considered regular work time if occurring during regular work hours (as defined in Section 1 of Article 23 (Hours and Overtime)) or if otherwise required by law.

Travel expenses for approved professional development, including but not limited to transportation, lodging, and food, shall be paid for by the Organization and be counted against the employee's individual biennial professional development budget under Section 3. The Organization and the Labor Management Committee shall establish a hardship travel funding approval process and application for employees who are not able to identify a professional development opportunity without exceeding their allocation under Section 3, and the Senior Vice President of Human Resources and Administration and the Chief Operating Officer shall review, approve or deny hardship applications in accordance with the established eligibility requirements and approval processes.

### *Section 3. Dedicated Resources for Professional Development*

Employees shall have access to \$1,000 over a two (2) year period for professional development opportunities initiated by the employee outside of the Organization's programs, including but not limited to Emerging Leaders, the Conservation Voter Movement annual conference, and mandatory all-staff trainings. Any unused funds may not be rolled over beyond the two (2) year period.

In line with the Organization's racial justice, equity and inclusion values, professional development of competencies within these areas is strongly encouraged and will be regularly referred to all staff by the Organization (e.g., dismantling racism training, interrupting toxic behavior, trainings led by outside groups or partners, etc.).

Short term and part-time employees shall have access to a budget allocation for professional development (prorated for part-time employees.)

### *Section 4. Organization-Required Trainings*

The Organization shall pay the expenses of any training it deems necessary for employees' performance and in which it requires employees to participate. Time spent at such Organization-required trainings shall be considered regular work time, and the Organization's regular expense reimbursement policies and procedures shall apply for any associated travel expenses.

If a supervisor and an employee's department Senior Vice President require an employee to attend a professional development training, the costs will not be charged to the employee's budget in Section 3.

In line with the Organization's racial justice, equity and inclusion values, professional development of competencies within these areas is required and will be coordinated for all staff by the Organization.

The Organization understands and affirms its ongoing commitment to ensuring that its supervisors are equipped to succeed as supervisors and will seek both organization-wide and individual trainings geared towards management. Management trainings will include principles of racial justice/anti-racism, equity, and inclusion as well as general management skills.

## **ARTICLE 18. PART-TIME, SHORT TERM, AND TEMPORARY EMPLOYMENT**

### *Section 1. Part-Time Employees*

- a. A part-time employee is one who is hired to work regularly less than thirty (30) hours per week.
- b. A part-time employee shall not be employed for work normally or appropriately performed by a regular full-time employee (unless the Organization has determined that the workload of such work is not sufficient for a regular full-time employee), nor where, in effect, such employment would eliminate or displace a regular full-time employee.
- c. A part-time employee shall be paid on a salaried basis or on an hourly basis equivalent to at least the prorated weekly minimum salary provided for the employee's job classification level laid out in this Agreement.
- d. A part-time employee shall be eligible for the following benefits laid out in this Agreement: Article 25 (Holidays & Leave): Holidays - prorated (Section 1), Personal Days - prorated (Section 2), Paid Vacation Leave - prorated (Section 3), Sick Leave - prorated (Section 4), Bereavement Leave - prorated (Section 6), Voting Leave -

prorated (Section 9); Article 27(Salary & Wage); Article 28 (Retirement); and any other benefit or leave required by law.

### *Section 2. Temporary Employees*

Temporary employees are those hired by the Organization to work on job duties that are similar to duties covered by regular employees with the understanding that their employment will not continue beyond a stated date. Temporary employment does not exceed six (6) months. These employees are eligible only for the following benefits covered in this Agreement: Article 25 (Holidays & Leave): Holidays (Section 1), Sick Leave (Section 4), Bereavement Leave (Section 6), Voting Leave (Section 9), and any other benefit or leave required by law.

After a period of six (6) months, unless otherwise negotiated by the Guild and the Organization, a temporary position either concludes, the temporary employment may transition to short-term employment according to Section 3 of this Article, or the temporary employee should be hired as a regular, full-time employee by the Organization within thirty (30) days. Should a temporary position move to a short term classification, the time classified as a temporary position will count towards the total amount of time as a short term position.

If a position that is or has been covered by a temporary employee is transitioned to a full-time position and that employee has been performing the functions of the job at a satisfactory level, and reason for discharge does not otherwise meet the standards of just cause termination, that temporary employee may be offered the full-time position.

Temporary employees shall be subject to the provisions of this Agreement. Should termination occur before the end of their agreed upon term of employment for reasons other than for cause, the temporary employee should be given in writing a minimum of two (2) weeks' notice before the termination should occur.

### *Section 3. Short Term Employees*

Short term employees are those hired by the Organization to work on job duties that are similar to duties covered by regular employees with the understanding that their employment will not continue beyond a stated date or beyond completion of a specified project or projects. Their assignments are at least six (6) months, but do not exceed one (1) year. They are eligible for the following benefits covered in this Agreement: Individual medical insurance (Article 26, Benefits); Retirement (Article 28); Article 25 (Holidays & Leave) Holidays (Section 1), Sick Leave (Section 4), Bereavement Leave (Section 6), and Voting Leave (Section 9); and any other benefit or leave required by law.

After a period of twelve (12) months, a short term position either concludes or the short term employee will be hired as a regular, full-time employee by the Organization. If a position that is or has been covered by a short term employee is transitioned to a full-time position, and that employee has been performing the functions of the job at a satisfactory level, and reason for discharge does not otherwise meet the standards of just cause termination, that employee may be offered the full-time position.

Should termination occur before the end of their agreed upon term of employment for reasons other than for cause, such as an unexpected need to reduce the workforce, the short term employee should be given in writing a minimum of three (3) weeks' notice before the termination should occur.

#### *Section 4. Fellows and Paid Interns*

For purposes of this Agreement, "fellows" and "paid interns" are employees who are hired for an anticipated term of employment and funded by time-limited funding sources that are directed by the funder to fund that individual (e.g., recent law graduates who obtain post-graduate legal fellowship funding).

Paid interns are not part of the bargaining unit under this Agreement. Fellows may be part of the bargaining unit, depending upon the nature of their position. Fellows and paid interns should not be used to replace bargaining unit employees, but may conduct work that is consistent with the educational and development nature of the internship or fellowship, including work that is complementary to work done by bargaining unit employees.

#### *Section 5. Field Vendor Employees*

The Organization shall take reasonable steps to notify individuals working as employees of third-party vendors contracted by the Organization for field programs ("field vendor employees") of any vacancy in an existing or newly created position the Organization intends to fill. The Organization shall work with third party vendors to ensure that job postings are shared among field vendor employees.

Qualified individuals are always encouraged to apply, and those field vendor employees who have been employed by a third-party vendor for twelve (12) consecutive months are eligible for enhanced consideration as described below. Consecutive work shall include when a field vendor employee working for one third-party vendor moves to another third-party vendor or when a field vendor employee relocates for a specific field program. Enhanced consideration will require the Organization to be obligated to interview the field vendor employee applicant prior to interviewing external applicants. Field vendor employees in this category shall have five (5) working days from the date of the posting to apply for the vacancy, which shall obligate the Organization to interview them as if they were an internal applicant (provided they meet the required qualifications of the position) prior to interviewing external applicants, unless the field vendor employee applicant is unavailable for more than one week (ex. on vacation or other approved leave). After five (5) working days, field vendor employees are still eligible to apply until the position closing date, but they will not necessarily be interviewed before external applicants.

Where the Organization is deciding between two (2) applicants whose qualifications are substantially equal, an individual's experience as an employee of a third-party field vendor working on behalf of the Organization may be used to differentiate between the two (2) applicants.

The Organization will request that field vendors include the language of this section in their own employee handbook or otherwise notify field vendor employees of these opportunities.

The Organization commits to conducting a review of its long-term field vendors (those vendors whose contracts result in field vendor employees being employed more than twelve (12) consecutive months as a result of the contract with the Organization) coming out of 2020, and to assess whether there are alternative options it should pursue. These options could include but are not limited to 1) hiring those field vendor employees who have been employed for more than a certain period of time by the field vendor (such as 12, 18 or 24 months) and who complete an accelerated hiring process; 2) eliminating long-term field vendors and transitioning field vendor employees to being on staff through a hiring process of the Organization's choosing and/or 3) eliminating long-term field vendors. This review and any necessary changes, if applicable, will be completed no later than the start of 2022. The Organization will conduct this review in consultation

with the Labor Management Committee, who will provide active and ongoing input into these decisions. The Organization, with prior notice to the Labor Management Committee, will provide ninety (90) days' notice to third-party field vendors of any intended changes to the structure of the program, who will in turn provide notice to their employees.

## **ARTICLE 19. ACCESS TO PERSONNEL FILES/INFORMATION**

### *Section 1. Maintenance of Files*

The Organization shall maintain personnel records which include an employee's cover letter, resume, a job description for the position, required payroll documents, compiled performance reviews, formal disciplinary records and all pertinent documents concerning the employee's employment record.

### *Section 2. Employee Access to Files*

An employee has the right to view their personnel file within five (5) business days. The employee may make copies of documents. If the employee is not located in the office in which their personnel file is kept, the Organization will provide an electronic copy to the employee within ten (10) business days. Responses to employee requests are subject to extension based on administrative capacity and operating obligations.

The employee shall receive a copy of any material related to discipline or job performance that is put into their official personnel file. The employee has the right to have their written response to any material related to discipline or job performance in the official personnel file attached to the material.

### *Section 3. Guild Access to Files*

When reasonably necessary to administer this Agreement or to process a grievance and upon presentation of an employee's signed access authorization to the Organization, the Organization will make available for review and furnish copies to the Guild representative all, or designated, materials in an individual employee's personnel file.

### *Section 4. Confidentiality of Files*

The Guild and the Organization affirm their commitment to maintain optimum confidentiality for employee personnel records. The parties, moreover, appreciate that the privacy of employee records would be impaired by improvident access to and/or duplication or publication of materials or information contained in employee personnel files. Consistent with these concerns, the Guild agrees that it will be judicious in requests for access to or copies of materials in individual employee personnel files and that it will handle all such materials with an abiding respect for the need to maintain optimum confidentiality of personally identifiable information, balanced against its obligation as bargaining representative to process grievances and administer the Agreement.

## **ARTICLE 20. WEATHER-RELATED OFFICE CLOSURES**

In order to work effectively and safely in communities as the climate crisis continues to exacerbate weather conditions, the Organization must be able and willing to adapt to extreme weather conditions.

During severe weather or other conditions that affect safe access to an office or multiple offices, the Organization may close the affected office(s) early, open late, or close for the entirety of a particular day or days. The designated senior-most staff member in an office or remote location



will take into account the particular travel conditions, availability of public transportation, and school closures in altering office hours or closing an office.

In Washington D.C., the Organization will follow the federal government operating status as issued on the opm.gov website.

If severe weather is anticipated, employees should bring their laptops home in anticipation of an office closure. Any employee who has the proper equipment to perform their job duties, in the event of an office closure, is expected to do so, to the best of their abilities, with the understanding that the employee may also have childcare or other responsibilities related to extreme weather closures that may prevent them from working a full work day. Employees who are unable to perform job duties (i.e. due to lack of proper equipment, power outage, childcare duties, etc.) should communicate with their supervisor(s). Office closures in a specific location should not affect work hours of employees in other Organization offices or those who work remotely on a permanent basis.

In all offices, reasons for the closure, delayed start time, or early closure time may include but are not limited to climate exacerbated natural disasters, snow, extreme heat and cold, flooding, and air quality. In remote offices, the senior-most staff member for each program in the state will make a decision whether to shift operations to alternative work assignments (if applicable) or to close the office. In offices that are unable to conduct outdoor canvassing operations for more than five (5) days in a one-month period, canvassing metrics will be adjusted to reflect the change in canvassing efforts.

In cases of extreme cold or extreme heat, the senior-most staff person of a program in each given state will work to schedule outdoor work that avoids exposure to peak cold and peak heat.

When temperatures are between 10 degrees Fahrenheit and 105 degrees Fahrenheit, outdoor work may continue as usual (barring other extreme weather conditions). When temperatures are anticipated between -10 and 10 degrees Fahrenheit, or between 105-109 degrees Fahrenheit, the senior-most staff member for each program will schedule outdoor shifts to occur during off-peak high temperature/low temperature hours to avoid extreme temperature, and will make best efforts to ensure canvassing locations are near indoor space so staff can take regular breaks.

The Organization will make appropriate equipment including but not limited to shade tents, cooling towels, hand warmers, and/or water bottles available to staff who may work outdoors under extreme cold or heat. Employees will be educated on the symptoms of hypothermia, frostbite, hyperthermia, heat exhaustion, and heat stroke.

Outdoor work will not occur when temperatures are below -10 or above 110 degrees Fahrenheit and all work will shift to be indoors while temperatures remain at those levels. During these times staff will not be expected to utilize volunteers to perform outdoor volunteer activities.

## **ARTICLE 21. STANDING COMMITTEES**

Standing committees are those institutional bodies that serve to implement Organization priorities on an ongoing basis and in which staff across the Organization (unit and non-unit) have opportunities to participate (e.g. the Racial Justice and Equity Working Group, Department of Fun, etc.). These standing committee terms should be at least one (1) year unless otherwise agreed upon based on the standing committee's purpose and the Guild must be notified of each member of the standing committees.

The existence and operations of such standing committees is subject to the Organization's control under Article 7 (Management Rights). Time spent participating in a standing committee is valuable to the Organization and all service done on a standing committee is considered part of an employee's work and should be reflected in the employee's work plan according to Article 16 (Workload Assessment). No employee shall be required to participate in any standing committee unless their job functions clearly necessitate participation, and all standing committees must include at least one (1) member of the bargaining unit. An employee's affirmative interest in participating on a standing committee shall strongly be taken into consideration by the Organization in determining who is on a standing committee. If required based on the nature and purpose of the standing committee, employees on standing committees should receive appropriate training and professional development that will allow them to develop the competencies needed to serve on the standing committee.

The Labor Management Committee shall discuss the potential termination of any existing standing committee or creation of any potential new standing committee. Standing committees do not include teams of employees that work across departments to achieve the work of the Organization such as but not limited to the Independent Expenditure Team, Coordinated Team, GiveGreen Team, Storytelling Team, and State Strategies Team.

## **ARTICLE 22. FAMILY FRIENDLY WORKPLACE**

The Organization recognizes that families come in many forms. The Labor Management Committee will be asked to consider organizational policy proposals concerning challenges employees face in juggling their personal lives with work at the Organization. Matters for the Committee will include, but not be limited to, caregiving, day care, breastfeeding or expressing during working hours, babies and children in the workplace, and remote work during inclement weather and other emergencies when day care and/or schools are closed.

## **ARTICLE 23. HOURS AND OVERTIME**

### *Section 1. Work Week*

The normal workweek for employees of the Organization is Monday through Friday, 9:00 AM to 6:00 PM in their respective time zone, with one unpaid hour for lunch, unless otherwise designated by the Organization or a flexible work-time schedule has been arranged pursuant to Section 2.

To ensure that staff across geographic regions and programs are able to fully participate and collaborate effectively, reasonable efforts should be made to schedule departmental and cross-departmental meetings with consideration to the workweek stated above. The weekly Full Staff meeting and all other meetings intended to be attended by staff across the Organization (Cafecitos, organizational culture meetings, etc.) will be scheduled at a time within the normal workweek of all employees (Tuesday through Friday between 12pm and 6pm ET).

All work hours shall be entered by employees into timesheets. All work hours, including overtime by non-exempt employees, shall be trackable in timesheets. Within one hundred and twenty (120) days of the ratification of this Agreement, an updated timesheet and tracking system will be put in place. The timesheet system will be easily accessible to employees and will allow employees to track their leave.

## *Section 2. Flexible Work-time Schedules*

The Organization recognizes the benefits of a flexible work-time schedule to the work environment and to employees' personal and family lives and maintains a flexible work-time policy. Flexible work-time schedules are comprised of any changes to an employee's regularly scheduled time of work (for example, working from 7:00 a.m. to 4:00 p.m. instead of 9:00 a.m. to 6:00 p.m.).

A flexible work-time schedule may be arranged with the approval of the employee's supervisor and department Senior Vice President.

The Organization retains the right to alter, revoke, or suspend a flexible work-time schedule. An employee's supervisor will provide thirty (30) days' notice to an employee before an alteration, revocation, or suspension occurs. The employee and their supervisor will have the thirty (30) day window to work together to try to find a suitable alternative that meets the needs of the employee and Organization. If a suitable alternative cannot be found, then the employee will resume a standard work-time schedule.

No reasonable request for a flexible work-time schedule will be denied to new biological, adopted, or foster parents who need time to nurse, feed, pump or care for their child.

No reasonable request for a flexible work-time schedule will be denied during circumstances where an employee has ongoing needs to care for children, family members, or other loved ones due to the closure of schools, other facilities or illness.

Flexible work-time schedules may be established to cover forty (40) working hours per week and shall not be more than ten (10) working hours per day for more than four (4) consecutive days. Non-exempt employees who work beyond forty (40) hours in a workweek shall be entitled to overtime pay as described in this Article.

## *Section 3. Remote Work*

### Definition and Eligibility

Remote work allows an employee to work from a location other than an Organization office, generally from home. Remote work arrangements may be permanent, regular, occasional, or on an emergency basis. Bargaining unit positions are eligible for remote work based on the needs and approval of the Organization.

All employees assigned to an Organization office are able to apply for remote work after ninety (90) days of employment according to the process outlined in this Article. Requests for remote work arrangements will not be unreasonably denied.

Requests for remote work that an employee believes are a reasonable accommodation for an employee's disability should be made pursuant to the Organization's reasonable accommodation policy, and where necessary may be made available to employees immediately upon hire. The process to get accommodations for an employee with disabilities will be consistent with Americans With Disabilities Act (ADA) requirements, including all requirements to maintain medical information confidentially and on a need-to-know basis.

### Permanent Remote Work

A permanent remote work arrangement must be approved by an employee’s supervisor and department Senior Vice President, and the employee must submit an application to the Human Resources Department on a form provided by Human Resources. A copy of the request will also be available to the Labor Management Committee upon the employee’s written permission.

If a request is denied, the employee may request a meeting with their supervisor, a Guild steward, and/or the Senior Vice President of Human Resources to discuss the reasons why the request was denied. The employee may reapply no earlier than six (6) months after the request was denied.

An employee may request a permanent remote work arrangement for a temporary period of time if the need arises due to extenuating circumstances of the employee. The request will follow the same approval process outlined above.

Regular Remote Work

Regular remote work is considered to be a regular schedule of working outside the employee’s regular office on a specific day or days of the week and/or month. A regular remote work arrangement must be approved by an employee’s supervisor and department Senior Vice President, and the employee must submit an application to the Human Resources Department on a form provided by Human Resources. A copy of the request will also be available to the Labor Management Committee upon the employee’s written permission.

If a request is denied, the employee may request a meeting with their supervisor, a Guild steward, and/or a Human Resources representative to discuss the reasons why the request was denied. The employee may reapply no earlier than six (6) months after the request was denied.

Emergency Remote Work

In light of the extreme risks associated with unforeseen emergencies, such as public health pandemics, climate exacerbated natural disasters, and other emergency situations, the Organization maintains an emergency remote work policy to put the health and safety of its employees first.

During emergency circumstances when the Organization closes some or all of its offices, the Organization will take reasonable necessary steps to prepare all employees for emergency remote work. In the situation that some or all Organization offices reopen in the midst of an emergency situation, all employees will have the option of continuing to work remotely.

Occasional Remote Work

In recognition that employees may need to work from home with short notice or on an occasional basis, employees may use occasional remote work days based on the following schedule.

Time at Organization	Number of occasional remote work days available per year
< 1 year	12
1 year - 3 years	24

4 years or more	36
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An employee is expected to give as much written notice as possible and must receive prior approval from their supervisor to work remotely on a particular day. An employee must receive approval from their supervisor to use more than four (4) occasional remote work days in the same month. No more than two (2) occasional remote work days may be taken during an employee's first three (3) months at the Organization. Occasional remote work days cannot be carried over from one year to the next.

Conduct of Remote Work

Working remotely is considered the same as working in an office. The employee's job responsibilities will not change due to working remotely, with the exception that the Organization may shift job responsibilities due to other crisis responses during an emergency remote work period. The amount of time an employee is expected to work and the work hours will be the same as their normal work hours (unless they have otherwise arranged a flexible work schedule as described in Section 2). Non-exempt employees must follow all overtime stipulations as they appear in this Article and must obtain prior advance approval from their supervisor before working in excess of forty (40) hours in a workweek.

During work hours and while performing work functions in the designated work area of their home, employees working remotely are covered by worker's compensation to the extent provided under applicable law. Employees working remotely are responsible for notifying the Organization of such injuries in accordance with company workers' compensation procedures. The Organization is not responsible for any injuries sustained by third parties at an employees' remote work environment.

The Organization has the right to modify or terminate any permanent or regular remote work arrangements, either temporarily or permanently, with notice of at least twenty (20) days for permanent remote work arrangements and of at least seven (7) days for regular remote work arrangements. An employee's failure to comply with the terms of their approved remote work arrangement may lead to revocation of their ability to remote work (including occasional remote work) and/or disciplinary action up to and including termination, consistent with Article 12 (Discipline & Discharge).

Role of the Labor Management Committee

Three (3) months following the ratification of this Agreement, the Labor Management Committee will provide any additional recommendations it may develop for the permanent remote work, temporary permanent remote work, and regular remote work applications and any other conditions of remote work described above.

*Section 4. Equipment/Tools*

The Organization shall provide specific tools/equipment for all employees to perform their job duties and shall determine the appropriate tools/equipment for each employee. Appropriate tools/equipment may include computer hardware, computer software, phone lines, email, voicemail, connectivity to host applications, and/or other applicable equipment as deemed necessary. The Organization will provide appropriate furniture in Organization offices. Employees working from home under an approved remote work arrangement are responsible for furnishing home offices. Employees can request a specific type of computer from the Human Resources Department if reasonably required to better accomplish their job duties, with approval subject to

the Organization's discretion based on the employee's job duties. To accommodate disabilities, employees can request specialized equipment and/or equipment repairs with reasonable maintenance/upgrades as needed.

All employees in Organization offices are eligible for the same or equivalent in quality office equipment as DC office employees, for both electronic equipment and office furniture. Employees with an approved permanent remote work arrangement are eligible to receive equipment including but not limited to a computer, monitor, docking station, and printer/scanner supplied by the Organization. Employees with approved regular or occasional remote work arrangements should utilize the laptop provided for their regular office when working remotely. Monitors, keyboards, and office phones are not provided to employees with approved regular or occasional remote work arrangements. The Organization will also reimburse the employee for business-related expenses, approved by supervisors authorized to approve check requests, that are reasonably incurred in accordance with job responsibilities.

As part of the application for permanent remote work, employees who are not within a reasonable distance of an Organization office or whom the Organization does not have space to accommodate in the employee's local Organization office are eligible for up to \$200 per month for membership in a co-working space. Employees who are already working with a permanent remote work arrangement may apply as well using a form provided by the Human Resources Department with the approval of their department Senior Vice President.

Under emergency remote work circumstances where all or some employees of the Organization are working outside of the office for an extended period of time, then to the extent that an employee does not already have such equipment, the Organization will supply office equipment necessary to maintain regular work duties such as a keyboard, monitor, mouse, mousepad, cables, wifi boosters, and routers. In these circumstances, the Organization will pay for pre-approved items such as office furniture, ergonomic equipment, or other equipment or supplies as employee's homes were not intended to serve as long-term work from home office spaces.

#### *Section 5. Work Travel*

Work travel is out-of-town travel for work purposes but does not include an employee's commute from their home to their regular work location(s).

An employee shall be entitled to a per diem rate identical to the General Services Administration (GSA) rate when such events require an employee to travel out of town, to the extent the employee will be expected to cover an applicable expense (i.e. if lunch will be provided at the work travel event, the employee will not be entitled to the lunch per diem rate). Travel time shall be considered work time for non-exempt employees to the extent required by applicable law. Employees may choose to receive payment for specific work travel expenses up front prior to travel (for example, a hotel bill) or after as a reimbursement, or may arrange for work travel expenses to be paid for on an Organization credit card, if possible.

During emergency situations where travel poses health risks to employees, the Organization will cease all work travel. As these situations improve, no request to delay or cancel travel will be unreasonably denied within six (6) months. Employees required to travel will be provided the necessary equipment and resources to do so safely.

#### *Section 6. Overtime*

In general, the Organization may require non-exempt employees to work overtime to meet organizational needs. An employee who believes that overtime work will be needed is required to

provide as much advance notice as reasonably practicable so that the Organization can decide whether to authorize the work.

If asked and/or authorized to work overtime, non-exempt employees will be compensated at one and one-half (1.5) times their regular rate of pay for time worked that exceeds forty (40) hours in a given workweek, or as otherwise required by applicable law. If a non-exempt employee works more than eight (8) hours in a day, but not more than forty (40) hours in total in the same workweek, the employee will not be entitled to overtime pay, unless otherwise required by applicable law. A non-exempt employee may choose to take compensatory time in lieu of overtime pay if the compensatory time is taken within the same workweek in which the extra hours were worked. Non-exempt employees working overtime repeatedly or on a regular basis are encouraged to meet with their manager according to the process outlined in Article 16 (Workload Assessment).

Sick time, holidays, and other paid leave are not counted as work hours in the calculation of the forty (40) hours necessary to qualify for overtime pay.

#### *Section 7. Employees Exempt from Overtime*

Full-time exempt employees who work a significant number of hours on evenings, weekends and/or holidays may be permitted, in accordance with the needs of the Organization's work and with the approval of their supervisor, to take compensatory time they have accrued under this Section. Compensatory time is intended to provide the employee time to refresh after a heavy work period. As such, compensatory time is to be taken as close to the additional worked hours as the work schedule permits and may be accrued for up to two (2) months unless other arrangements are made with the employee's supervisor. An employee will notify their supervisor at least five (5) days in advance of taking their compensatory time and must receive their supervisor's prior approval. An employee will not be paid out for any accrued, unused compensatory time upon their separation from the Organization. An employee may not accrue more than forty (40) hours of compensatory time at any given time. Employees working so many hours that they receive compensatory time on a regular basis are encouraged to meet with their manager according to the process outlined in Article 16 (Workload Assessment).

Compensatory time for full-time exempt employees shall be calculated as follows: An employee will receive one (1) hour of compensatory time for every hour of time worked beyond fifty (50) hours in a week. An employee shall track their hours worked via the means prescribed by the Human Resources Department.

Sick time, holidays, and other paid leave are not counted as work hours in the calculation of fifty (50) hours necessary to qualify for compensatory time.

#### *Section 8. Organization Conferences, Convenings, and Events*

The Organization will make every effort to ensure that conferences, convenings, and events that employees are required to attend are not scheduled on weekends and will make reasonable efforts to avoid scheduling Organization events in a way that would require travel on a weekend. Under no circumstances will the Organization schedule such events on holidays (as defined in this Agreement) and will make every effort to avoid scheduling in a way that would require travel on a holiday. In the rare case that such an event would require an employee to travel on a holiday, they will receive overtime pay (if non-exempt) or compensatory time (if exempt) as outlined in this Article.

During emergency situations where travel and/or gathering poses health risks to employees, the Organization will postpone, cancel or modify all conferences, convenings and events. As these situations improve, employees required to attend or manage such events will be provided the necessary equipment and resources to do so safely.

## **ARTICLE 24. SEVERANCE PAY**

### *Section 1. Severance Pay*

An employee subject to involuntary termination for reasons other than just cause due to gross misconduct shall be entitled to severance pay in accordance with this Article. An employee terminated for just cause due to gross misconduct (as defined in Article 12, Discipline and Discharge) shall not be entitled to severance pay. An employee terminated for just cause that is not gross misconduct will be awarded severance pay, in accordance with this Article, at the Organization's discretion based on its reasonable consideration of factors such as the relative severity and other facts and circumstances of the just cause termination, the employee's tenure, and the employee's overall contributions to the Organization.

Severance pay for an involuntarily terminated employee shall be calculated under the following formula: one (1) week's pay for every year of service or fraction thereof, up to a maximum of eight (8) weeks' base pay, such pay to be computed at the employee's current weekly compensation received from the Organization.

Applicable severance pay for a separated employee who is terminated as part of a reduction in force (including voluntary resignations in accordance with Article 13 (Reduction In Force) shall be calculated under the following formula: two (2) week's pay for every year of service or fraction thereof, up to a maximum of twelve (12) weeks' base pay, such pay to be computed at the employee's current weekly compensation received from the Organization.

Employees terminated for just cause may be required to sign a release of claims in a form provided by the Organization to receive severance.

Part-time employees will receive severance pay on a prorated basis. Short term and temporary employees hired for a defined term are not eligible for severance pay if they are separated from the Organization on or after the planned end date of their term of employment.

### *Section 2. Severance Pay Options and Benefits*

The Organization will give an employee the option of choosing whether to receive their severance payment in a lump sum (less applicable deductions for tax, etc.) along with their final paychecks, or in a regular sequence of semi-monthly paychecks in accordance with the normal payroll cycle.

An employee who elects to receive severance pay in accordance with the normal payroll cycle will be eligible to enroll in COBRA as a COBRA eligible beneficiary, under the same terms and conditions as are then applicable to Organization employees, for medical, dental, and/or vision coverage, provided the employee pays any required contributions for such benefits through terms outlined for COBRA payment. These benefits will end on the last day of the month in which COBRA continuation terminates.

An employee whose position is eliminated and does not remain an employee covered by this Agreement is entitled to the continuation of medical, dental and vision, if the employee chooses to



have their severance paid out in a lump sum and is eligible for and enrolls in COBRA continuation benefits following the layoff.

### *Section 3. Assistance to Employees Affected by Reduction in Force*

Following issuance of the notice to the employee(s) of a reduction in force pursuant to Article 13 (Reduction in Force), the Organization will take the following steps to assist the employee(s) through their transition period:

1. The Organization shall allow employees who have received a layoff notice to devote 30% of their workday during the last thirty (30) days of employment to the search for new employment.
2. Supervisors are encouraged to discuss with their employees job opportunities within the Organization and the Conservation Voter Movement.

## **ARTICLE 25. HOLIDAYS & LEAVE**

### *Section 1. Holidays*

The Organization observes the following holidays: New Year's Day, Dr. Martin Luther King Jr.'s Birthday, Presidents Day, Memorial Day, Juneteenth, the 4th of July, Labor Day, Indigenous People's Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving, December 24 and December 25. The Organization solely at its discretion and subject to business needs, may continue its recent practice of closing its offices December 26 through December 31. Each employee will have two (2) flexible holidays per year that they can use freely to recognize any religious and/or cultural holiday. Notice of a religious and/or cultural holiday shall be provided fourteen (14) days in advance by the employee. Flexible holidays expire at the end of the calendar year; they cannot be accumulated from year-to-year, and are not compensable upon termination.

The Organization will endeavor to ensure that employees will not need to work on holidays. Non-exempt employees who are required to work on a scheduled paid holiday will either receive another day off with pay during the same pay period or will be paid overtime for hours worked in excess of forty (40) in the workweek. In the case that an employee cannot take another day off in the same pay period, they will get to use their day off within two (2) months unless other arrangements are made with their supervisor within thirty (30) days.

Exempt employees who are required to work on a scheduled paid holiday will get to use their day off within two (2) months unless other arrangements are made with their supervisor within thirty (30) days.

Paid holidays will be scheduled each year according to the established dates of observance and will coincide with the closing of the Organization offices or operations. A list of paid holidays for the year will be distributed by the Human Resources Department at the start of the calendar year. In general, if a paid holiday falls on a Saturday, the Organization will observe the holiday on the preceding Friday. In general, if a paid holiday falls on a Sunday, the Organization will observe it on the following Monday. If a holiday occurs within an employee's scheduled vacation, the employee should record that day as holiday leave, not vacation leave, in their timesheets to ensure it will not be deducted from their paid vacation leave.

All Organization employees are eligible for paid holidays, provided that the holiday falls on a regularly scheduled workday for that employee.

*Section 2. Personal Days*

Organization employees may take up to two (2) personal days annually to attend to personal business during normal hours (e.g. renewing a driver’s license, closing on a house, attending school functions) or to attend to other personal needs, provided their absence does not interfere with Organization commitments.

An employee must receive approval from their supervisor in advance to schedule a personal day off, with recognition that not all needs for time off can be known far in advance. An employee is able to use these two (2) days at any point throughout the calendar year. Employees hired after June 30th may use one (1) personal day at anypoint throughout the calendar year. Personal days expire at the end of the calendar year; they cannot be accumulated from year-to-year, and are not compensable upon termination.

*Section 3. Paid Vacation Leave*

The Organization encourages its employees to take the vacation they earn in order to fully enjoy the environment they work to protect and preserve, to pursue personal goals, and to renew their energy and enthusiasm for their work. However, coordination of vacations is important to ensure that the Organization can continue to operate effectively. Vacations must be scheduled as far in advance as possible with a supervisor with an employee providing at least fourteen (14) days’ notice.

Employees are to submit vacation requests via the means prescribed by the Human Resources Department. In addition, employees are to document all leave taken. If there are continuing issues -- such as repeated denial of a request for vacation leave by a supervisor or an employee who does not have the support/capacity in the role to take time off -- that prevent an employee from being able to take vacation leave, a representative from the Guild can join the employee in a mediated discussion with their supervisor.

All regular full-time employees accrue fifteen (15) days of vacation leave annually during each of their first three (3) years with the Organization, unless otherwise noted. In the fourth and successive years of employment, regular full-time employees accrue twenty (20) days of vacation leave.

At the end of each month, one-twelfth of the employee's annual vacation leave is credited to that employee (i.e. ten (10) hours each month for a first-year employee).

Part-time employees accrue vacation on a prorated basis. An employee begins earning vacation leave on their starting date, but an employee in the first ninety (90) days of work may not use vacation leave.

Length of Service	Annual Accrual
1-3 years	15 days (120 hrs)
4 years or more	20 days (160 hrs)

Although vacation leave is meant to be used, employees may carry over a limited amount of leave from year to year. The maximum vacation leave an employee may accrue is the equivalent of one and one-half (1.5) years' vacation leave at the employee's current accrual rate. For example, in

the first three (3) years of employment, employees can carry over a maximum of 22.5 days (180 hours). When an employee's accrued but unused vacation reaches this maximum, no additional vacation leave will accrue until their total falls below the maximum, at which time the employee will resume accruing vacation leave.

Vacation accruals are recorded at the end of each month and provided to all supervisors. Employees' will have access to their vacation hours on the new HRIS system.

Regularly scheduled Organization holidays that fall during a vacation period are not recorded as vacation leave days. Vacation benefits are prorated for part-time regular employees based on hours worked per week.

For purposes of tracking leave, the "vacation year" is the Organization's fiscal year, January 1 through December 31.

Upon termination of employment with the Organization, all accrued and unused vacation up to one (1) year's maximum of the employee's current vacation earning rate will be paid out (unless otherwise required by applicable law). Employees who leave the Organization before the end of the ninety (90) day introductory period are not paid for accrued vacation.

#### *Section 4. Sick Leave and Notification*

The Organization encourages its employees to maintain healthy work habits and to take time off when necessary, but to report to work as scheduled unless their health prohibits it. Sick leave is time off with pay when an employee is too ill to work, and may also be used for an employee to attend appointments with doctors, therapists or dentists or other medical appointments, receive medical care, care for an ill family member, tend to their mental health, or any other basis provided under applicable law.

All full-time employees will be given sick leave at the rate of one (1) day or eight (8) hours per month. Accrued hours are credited to each employee at the end of each month, however, in the calendar year in which they are hired, an employee will receive their full annual sick leave frontloaded at the start of their employment, and on a prorated basis. Employees working fewer than forty (40) hours in a week earn sick leave on a prorated basis.

An employee must notify their supervisor as soon as possible -- preferably by 9:00 am in the employee's timezone -- of a sick leave absence. Upon return from the leave, an employee should submit a leave request via the HRIS system noting the actual sick leave taken. Sick leave benefits will not be paid for absences that have not been excused by the employee's supervisor. If an employee does not have sufficient sick leave accumulated, accrued, unused vacation leave may be applied to the absence. If the employee does not have any remaining accrued, unused vacation leave, the employee can utilize unpaid leave pursuant to Section 11 (unpaid leave). Employees may be required to provide documentation of illness for extended absences of three (3) days or more.

An employee may accrue a maximum of forty (40) days (320 hours) of sick leave and may carry over a maximum of forty (40) days (320) hours) of unused sick leave from year to year. Upon termination, no payment is made for any accrued and unused sick leave (unless otherwise required by applicable law).

The Organization may grant employees up to ten (10) supplemental, paid sick days in the case of a medical emergency in the event that said employee has exhausted all of their regular sick days for that year. Medical emergencies include serious illness or hospitalization of an employee or an

employee's close family member or chosen family member who the employee has or will have a responsibility to care for during that time. Supplemental sick days must be approved by the employee's supervisor and require written verification from the employee's physician or the employee's family member's physician. All employees, regardless of their start date or duration of employment, can access these additional supplemental sick days.

Employees who are experiencing a medical emergency themselves or that of a close family member are also strongly encouraged to discuss with the Human Resources Department whether other arrangements may be available, such as short term disability, FMLA, unpaid leave, etc. The Organization will comply with all applicable laws regarding sick leave.

#### *Section 5. Parental/Family Leave*

After twelve (12) months of employment, an employee shall be entitled up to sixteen (16) weeks of paid parental or family leave for the birth, adoption, or foster home placement of a child as set out below. An employee may request an additional twelve (12) weeks of unpaid parental or family leave.

After six (6) months of employment, an employee shall be entitled to six (6) weeks of paid parental or family leave for the birth, adoption, or foster home placement of a child. An employee may request an additional six (6) weeks of unpaid parental or family leave.

An employee's duration of employment for purposes of eligibility for this leave will be the time from the start date of their employment until the date of the event giving rise to the need for the leave.

Paid parental or family leave need not be continuous and can be accessed multiple times a year if the need arises, subject to the Organization's business needs and approval by the employee's supervisor, but must be used within one (1) year (for employees with at least twelve (12) months employment) or six (6) months (for employees with at least six (6) months employment) of the event giving rise to the leave. Examples of such flexible use include:

- Taking leave in multiple blocks (e.g. taking two weeks immediately after the birth of a child and taking the remainder when the other parent returns to work).
- Allocating a portion of one's leave to create a four (4) week "ramp up" period with a reduced work schedule when returning to work.

An employee may use accumulated sick leave upon the expiration of the paid parental leave.

All employees who have worked at least twelve (12) months are entitled to take up to sixteen (16) weeks of paid parental or family leave. To the extent an employee may be eligible for additional parental leave benefits under any applicable government-administered paid family leave program and/or the Organization's short-term disability benefit program, the employee shall be eligible to utilize additional Organization paid benefits such that the employee can take up to sixteen (16) weeks of fully-paid continuous leave between the parental/family leave provided in this Section and the government-administered benefits and/or short-term disability benefits. An employee may not take more than sixteen (16) weeks of continuous paid leave pursuant to the Organization's paid benefits, including paid parental or family leave.

An employee will be returned to the same position at the end of the parental or family leave. If the duties and responsibilities of the position have changed during the leave, or the position is eliminated, the Organization shall seek to return the employee to a substantially equivalent

position at the end of the leave. If returning the employee to a substantially or equivalent position is not possible, they will be eligible for severance pay benefits according to Article 24 (Severance Pay).

#### *Section 6. Bereavement Leave*

Employees will have up to five (5) days of paid bereavement leave for the death of any person who is a family member or with whom the employee shares a family-like relationship by reason of affinity. In extreme circumstances, such as international travel or extended domestic travel, an employee may request that bereavement leave be extended. An employee will be paid only for days off that otherwise would have been regularly scheduled work. Situations not covered by this bereavement leave policy will be handled at the discretion of the President or the Human Resources Department on an individual basis.

#### *Section 7. Jury Duty Leave*

Employees will receive paid time off for jury duty. Employees must notify their supervisor immediately upon receiving notice of jury duty and may be asked to provide a copy of the summons and a court clerk's certificate noting the jury time served. Employees are expected to work any portion of the normal work day that is not required to fulfill their jury obligation, to the extent permitted by applicable law.

#### *Section 8. School Activities Leave*

The Organization provides all regular employees, regardless of where they are located, with sixteen (16) hours of paid and eight (8) hours of unpaid school and school-related activities leave, unless additional leave is required under applicable law in which case the full amount permitted by law will be available to eligible employees. School-related activities include, but are not limited to, parent-teacher conferences as well as child participation in play, concerts or sports events (including practices or rehearsals). Parents include mothers and fathers, legal guardians, persons who act as guardian whether or not legally appointed, aunts, uncles, or grandparents of a child, and any person married to one of the individuals just listed.

Employees are encouraged to discuss with their supervisor whether their workweek can be flexible to accommodate attending a school activity without the need to utilize any leave (e.g. if an employee needs to leave two hours early, working an hour later on two other days that week). If an employee does wish to take school activities leave, they must notify their supervisor at least ten (10) calendar days in advance of the planned leave unless the event could not be reasonably foreseen. In the case of unexpected events, the employee must notify their supervisor immediately. School activities leave may be taken in increments of two (2) hours. An employee will only be granted the leave if their absence will not seriously disrupt Organization operations or the activities scheduled at that time for their department.

#### *Section 9. Voting Leave*

Employees should arrange to vote either before or after regularly scheduled working hours or to vote by mail whenever possible. If this is not possible, the employee should schedule with their supervisor the time required to cast their vote and will receive up to one (1) day paid leave to do so. If an employee is unexpectedly delayed for work due to long lines at the polls, the employee shall make every attempt to alert their supervisor as quickly as possible.

## *Section 10. Sabbatical Leave*

Paid sabbaticals shall be granted in order to aid in the retention and rejuvenation of staff members who have made significant, long-term contributions. Sabbatical requests shall not be unreasonably denied. Paid sabbaticals fall into two categories:

- a. Category One sabbaticals of four (4) weeks are available to employees who will have worked for at least six (6) years by the time of their sabbatical or since their last sabbatical. Employees are expected to continue to work for the Organization for at least six (6) months after completion of a Category One sabbatical leave. Failure to do so can result in repayment of sabbatical leave pay.
- b. Category Two sabbaticals of twelve (12 weeks) weeks are available to all employees who will have worked for at least nine (9) years by the time of their sabbatical or since their last sabbatical. Employees are expected to continue to work for the Organization for at least twelve (12) months after completion of a Category Two sabbatical leave. Failure to do so can result in repayment of sabbatical leave pay.

An employee is only eligible to take a Category Two sabbatical if they have not taken a Category One sabbatical.

Employees must work full time and be in good standing at the time that they request a sabbatical. Sabbatical leaves should be consecutive rather than incremental. The Organization pays 100% of the employee's salary during the sabbatical leave. Employees may use their accrued vacation leave to add up to one (1) additional month to their sabbatical leave, subject to the prior approval of their supervisor and department Senior Vice President. Accrued sick leave may not be utilized.

Upon return from a sabbatical leave, employees are required to work at least six (6) weeks consecutively before requesting vacation leave or discretionary medical leave (e.g. elective surgery).

The Organization pays for eligible individual medical and dental premiums, life insurance and short-term disability premiums and matching 401K contributions during the leave. Employees do not accrue vacation and sick leave during the sabbatical but begin to accrue leave again upon return from the sabbatical.

To request a sabbatical, eligible employees must submit a written request at least four (4) months in advance of the leave period. Sabbaticals will be approved by the employee's supervisor and department Senior Vice President based on organizational needs. In the case that a request for leave is not reasonably granted, an employee may request a representative from the Guild to join the employee in a discussion with the approver(s).

Planning is important to ensure that the Organization can continue to function smoothly during a sabbatical leave. Employees should plan their sabbaticals to coincide with the least busy cycle in their department. Included in the written request for sabbatical leave, the eligible employee should propose a plan for how their work responsibilities will be handled during their absence.

## *Section 11. Unpaid Leave*

Full-time employees in good standing may occasionally request unpaid leave. Unpaid leave may be requested for educational, professional, or other purposes, or for a small number of days to

supplement vacation leave. Unpaid leave must be approved in advance by the employee's supervisor and the Senior Vice President of Human Resources.

For any period of unpaid leave up to a full pay period, employees will continue to receive benefits and accrue vacation and sick leave, provided the employee pays any required employee contributions for benefits. For any leave longer than one (1) pay period, no vacation or sick leave will accrue and benefits will be continued providing the employee pays in advance any required employee contributions.

#### *Section 12. Military Service Leave*

Employees who are in the Reserves of the United States Armed Forces or the National Guard will be granted short-term reserve service leave, not to exceed ten (10) working days, once during each calendar year to train with their unit. Reserve service leave is unpaid but an employee can substitute accrued vacation leave and/or personal day pay. Benefits, including leave benefits, will continue to accrue.

An employee in the active military reserves or active National Guard shall be excused from work for unpaid leave if called to serve a tour of active duty training or active duty service, upon furnishing a copy of official orders to their supervisor.

The Organization conforms to all state and federal statutes pertaining to employment rights and benefits applicable to military service members and their families.

### **ARTICLE 26. BENEFITS**

#### *Section 1. Health Benefits*

The Organization shall maintain various medical, dental, and vision plans for employee participation. Coverage under each plan begins the first day of the month after an employee's date of hire.

The Organization offers medical, vision and dental insurance for all regular full-time employees and their eligible dependents. The Organization will pay the full premium for the employee's HMO/Advantage medical plan, dental, and vision coverage. For employees who earn less than \$100,000 per year, the Organization will pay 80% of the premium for eligible dependent medical, vision and dental coverage. For employees who earn at least \$100,000 per year, the Organization will pay 65% of the premium for eligible dependent medical, vision and dental coverage. Employees may choose to enroll in a Preferred Provider/PPO health plan and will be required to fund 20% of the monthly premium via semimonthly pretax payroll deductions. Eligible employees who choose to enroll in the Section 125 Flexible Spending Plan, can pay qualified medical, dental, or dependent-care expenses on a pretax basis.

Annually, the Human Resources Department will provide employee education sessions with provider representatives to discuss employee health benefits and coverage. Every employee shall receive an initial orientation regarding health benefits and coverage as part of their onboarding with the Organization. On an ongoing basis, the Human Resources Department will be available to answer employee questions or provide information regarding health benefits and coverage one-on-one.

## *Section 2. Transportation Benefits*

For DC-based employees, through the SmartBenefits Program, employees can continue to deduct transportation costs pre-tax for transit expenses and parking costs for Washington Area Metro Transit Authority expenses. The Organization will purchase the transit and/or parking benefits for eligible employees enrolled in the program (with the employees' pre-tax funds) on a monthly basis. The Organization currently also offers similar transit benefits to employees in the Seattle area. Employees working from Organization offices in locations other than Washington, DC or Seattle may notify the Human Resources Department of an available transit program in their area and Human Resources will make all reasonable efforts to facilitate participation in the program.

The Human Resources Department will explore (and employees may also notify Human Resources of) alternative transit resources (e.g. bike share systems, scooter share systems) in the area and Human Resources will make reasonable efforts to facilitate employee participation.

For employees required to use their own car for work-related purposes, the cost of a roadside assistance plan less than or equal to a AAA Plus membership will be reimbursed by the Organization for an employee who travels more than 500 miles per month for work on an ongoing basis using their personal vehicle (excluding regular commuting from the employee's home to office location). Any expenses beyond the AAA Plus (or equivalent) membership will not be eligible for reimbursement.

## *Section 3. Student Loan Assistance*

The Organization will continue its Student Loan Assistance Program. To take advantage of this benefit, an employee must be a regular full-time employee in good standing and have been employed by the Organization for ninety (90) days. Proof of a student loan to repay will be required at the time of enrollment in the program and then annually thereafter. The loan must be in the employee's name. The program only covers loans from formal lending institutions. Personal loans from family and friends who may have loaned an employee money towards tuition payment are not eligible. The Organization will pay up to \$200.00 monthly to an employee in furtherance of employee's student loan obligations. Employees must then make a monthly payment to their loan servicer(s) of equal or greater value to the Organization's monthly payment to the employee. Failure to make required payments to student loans will disqualify an employee from the program.

Participants must fill out a Student Loan Assistance Enrollment Form and provide copies of the formal loan documents to the Human Resources Department.

Loan repayments will be incorporated into employee semi-monthly paychecks. This is a taxable benefit to the employee and will count towards an employee's gross annual W2 wages.

## **ARTICLE 27. SALARY AND WAGE**

### *Section 1. Job Classification Levels & Salary Ranges*

Appendix C provides a list of the job classification levels. Employees shall be compensated at not less than the salary chart set forth in Appendix B.

In order to create greater uniformity and clarity in new positions and their corresponding titles (i.e. Associate, Coordinator, Manager, Director), the Labor Management Committee will conduct a review of current unit employee job descriptions and make recommendations for title standardization no later than six (6) months following the ratification of this Agreement. The Guild



and the Organization shall negotiate the job classification level for any new job title added after the ratification of this Agreement that does not conform to the Organization's standard titles.

The Organization may offer a new hire a salary above the minimum and below the maximum for the applicable position's job classification level based on the Organization's assessment of the new hire's qualifications, experience, and/or job market factors. Cultural competency shall be a factor in determining a new hire's experience for purposes of determining the salary. Cultural competency includes, but is not limited to, knowledge of and commitment to advance racial justice and equity to build a more anti-racist institution and address white supremacy in the environmental and conservation movement; time spent in communities -- especially Black, Indigenous, and communities of color -- that the Organization works with to understand the intersection of the needs of the community and the mission of the Organization, as well as the ability to communicate multilingually with members and leaders of the community.

Should a new hire's salary be above the minimum amounts set forth in the salary chart in Appendix B, the Guild and the Organization shall negotiate how much, if any, of a new hire's salary is due to job market factors (rather than qualifications and/or experience), and any current employee with the same or substantially similar job title shall have their pay increased by the amount negotiated due to job market factors. An employee with a substantially similar job title is an employee with a role at the same job classification level within the Organization with substantially similar job functions and responsibilities. Should negotiations not be completed at the time the new hire begins employment at the Organization, such negotiated amount shall be made retroactive to the start date of the new hire for the affected employee(s).

### *Section 2. One-time Increases for Existing Employees*

For employees hired before the ratification of this Agreement, and who have a salary below the minimum salary for their job classification level, their new salary will be increased to the minimum salary for their job classification level, plus a one-time increase to their salary based on tenure within the organization, as outlined in Appendix B. Tenure adjustments are equal to \$500 for more than two (2) but less than four (4) years of service and \$1,000 for four (4) or more years of service. If the salary increase is less than 1.5% for a given employee under this formula, the employee will receive an additional increase so as to bring the total salary increase to no less than 1.5% more than their salary prior to the ratification of this Agreement.

For employees hired before the ratification of this Agreement, and who have a salary above the updated base salary for their job classification level, their new salary will be increased by 1.5%.

There shall be no reduction in salaries or force as a result of putting this Agreement into effect.

The salary increases for existing employees described in this Section shall be effective August 1, 2020.

### *Section 3. Part-Time Employees*

Part-time employees shall be paid at a rate that is not less proportionally than the minimum salary provided for the employee's job classification level.

#### *Section 4. Annual Salary Increases*

During the Term of this Agreement, employees shall receive an annual increase effective April 1 of each calendar year as follows:

- Employees earning less than \$70,000 annually shall receive the Federal cost of living increase (calculated in February) or an increase of 3.5% of the minimum salary for their job classification level, whichever is higher;
- Employees earning \$70,000 or more annually shall receive the Federal cost of living increase (calculated in February) or an increase of 2.5% of the minimum salary for their job classification level, whichever is higher.

The salary chart in Appendix B shall also increase by the same Federal cost of living increase on April 1 of each calendar year for the salary minimums and maximums for each level.

#### *Section 5. Promotions*

An employee who is promoted shall receive at least the minimum salary for the classification of the job they have been offered but in no case shall the employee be paid less than the salary they were earning prior to the promotion.

#### *Section 6. Wage Reopener – Annual Salary Increases*

Either party, by a notice in writing no sooner than September 1, 2021 and no later than October 30, 2021, may reopen Article 24 (Salary and Wage), Section 4 (Annual Salary Increases), only. The parties must meet promptly to engage in good faith negotiations regarding such reopener must be concluded no later than December 15, 2021. Any changes agreed to by the parties during the reopener shall become effective as of April 1, 2022. During any “opener” contemplated under this provision, only Article 24 (Salary and Wage), Section 4 (Annual Salary Increases) shall be open and all other provisions shall remain in full force and effect.

### ARTICLE 28. RETIREMENT

#### *Section 1. Retirement Plan Participation*

Employees will be eligible to participate in the Organization’s 401(k) Employee Retirement Plan.

Benefits and eligibility for the plan will be as specified by the retirement plan documents currently included within the Organization’s personnel manual.

Financial Retirement Planning presentations will be offered by the Organization once annually for all staff regardless of office location and (employees outside of the DC office will be able to join such presentations via phone call and/or video conference). The Organization will provide the Guild with at least two (2) weeks’ notice for this session. There will be no charge to employees for these presentations, and employees will be afforded the opportunity for brief individualized consultation with adviser(s) for as long as these services are provided by Raffa Wealth Management.

### *Section 2. 401(k) Contributions*

For each employee who has completed three months of employment or 500 hours of service by December 1 of each year, the Organization will make a flat contribution to the 401(k) plan of \$1000 at the end of each calendar year. Employees working less than full time will also receive a contribution based on the above formula.

Employees may additionally contribute any whole percentage of their base salary to the 401(k) plan and may elect to join the Organization's 401(k) plan the first day of the month following their date of hire. The Organization will make dollar for dollar matching contributions to an employee's 401(k) plan, based on the percentage of an employee's base salary that the employee elects to contribute, up to a maximum of 4%. A participating employee is eligible to receive employer matching contributions on the first day of the month following the completion of 3 months of employment or 500 hours service, whichever occurs first.

### *Section 3. Provider Change Advisory Task Force Representation*

If the Organization ever launches an advisory task force for the purpose of identifying a new 401(k) provider to replace Vanguard, the Guild will have one (1) representative on the advisory taskforce to represent the Guild with respect to the 401(k) plan provider selection process. This provision shall sunset upon selection of a new 401(k) provider.

### *Section 4. Effective Date*

A series of steps will be required to implement changes in this Article to the Organization's plan. Accordingly, the Organization affirms that the changes described in this Article will become effective no later than ninety (90) days after the ratification of this Agreement.

## **ARTICLE 29. OUT OF POCKET EXPENSES**

The Organization seeks to limit employees paying for expenses out of pocket. Employees should always seek to have the Organization pay directly but in those instances where this is not possible, the Organization shall pay all legitimate expenses incurred by an employee in the service of the Organization in accordance with procedures outlined by the Organization (e.g. provide receipts, complete check request with required approvals).

Employees working outside of the Washington, DC office may choose to have reimbursements of more than \$50 mailed overnight to reduce the amount of time in which they are asked to incur costs out of pocket. This does not apply to cell phone reimbursements regardless of amount incurred. The Labor Management Committee will assess alternative methods to address this issue and will provide recommendations to the Organization within sixty (60) days of ratification of the Agreement.

## **ARTICLE 30. USE OF EMPLOYEE NAME AND IMAGE**

An employee's byline shall not be used over the employee's protest on any written material. An employee shall not be required to serve as the signer to any material released by the Organization or have a quote attributed to the employee over the employee's protest. An employee's name or likeness shall not be used in any material released by the Organization over the employee's protest.

Employees of the Organization understand that their photograph may be taken at Organization events or activities and used thereafter in Organization publications. However, an employee's

personal story or pictures shall not be used over the employee's protest, provided the employee provides reasonable advance notice to the Organization.

An employee or Organization volunteer who has given consent to their story, photo, or likeness to be used for publication or other materials used by the Organization has the right to withdraw that consent from future publications or screenings of that material if reasonably practical.

## **ARTICLE 31. MISCELLANEOUS**

### *Section 1. Severability*

Should any provisions of this Agreement be determined to be in violation of any federal, state, or local law or regulation, such determination shall not in any way affect the remaining provisions of the agreement which shall remain in full force and effect. The parties shall negotiate such modifications as are necessary for compliance with law.

### *Section 2. Modification*

Any changes in this Agreement, whether by addition, waiver, deletion, amendment, or modification, must be reduced to writing and executed by both the Organization and the Guild.

### *Section 3. Chispa AZ Transition*

It is the understanding of all parties that the Organization intends that Chispa AZ, currently a program of the Organization, will become a free-standing independent state league and (as a separate organization) negotiate a separate contract to supplant this Agreement with the Communications Workers of America (CWA) Local 7019 as representatives of Chispa AZ unit staff.

While current projections are for this transition to independence to occur on or around January 1, 2022, the Organization in consultation with Chispa AZ management is willing to push back this transition to ensure that a separate new contract can be negotiated to occur on or about July 1, 2022. In order to avoid any gap in representation, the Organization shall provide periodic updates and at least six (6) months' written notice to the Washington Baltimore News Guild and CWA Local 7019 of the transition of Chispa AZ to a free-standing, independent state league.

Upon provision of notice of such transition, Chispa AZ management and employees (along with representatives of CWA Local 7019) will have 90 days to discuss the process for negotiating a new contract that will supplant this Agreement that will recognize that it takes time and capacity to engage in such negotiations and shall be thoughtful about ways of streamlining negotiations and minimizing burden on Chispa AZ staff. To that end, Chispa AZ staff will take the existing Agreement as a starting point for discussions of a collective bargaining agreement to govern Chispa AZ as an independent organization, but recognize that either party may request to open negotiations as to any article of this Agreement in light of the different scope, mission, and/or vision of Chispa AZ as an independent organization, or to request to negotiate additional articles that would address Chispa AZ's particular needs.

If negotiations cannot be completed within one month of the transition date, Chispa AZ and CWA Local 7019 will commit to third party mediation and binding arbitration to determine how a path for a new contract can be achieved.

*Section 4. No Strike, No Lockout*

Neither the Guild nor any employee shall induce, engage in or condone any strike, slowdown or work stoppage during the term of this Agreement. The Organization shall not lock out its employees during the term of this Agreement.

**ARTICLE 32. DURATION**

This Agreement will take effect on the commencement date of August 1, 2020 and expire on July 31, 2023, for a total term of three (3) years.

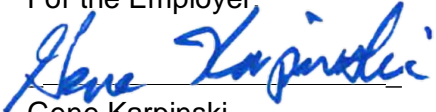
Within 60 days prior to the expiration date of this Agreement, the Organization or the Guild may initiate negotiations for a new Agreement to take effect on August 1, 2023. The terms and conditions of this Agreement shall remain in effect until such negotiations are lawfully terminated. If such negotiations do not result in a new Agreement prior to August 1, 2023, the new Agreement shall be made retroactive to the expiration of this Agreement.

Agreed to this \_\_\_\_day of August, 2020.

**SIGNATURES**

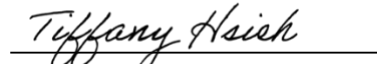
SIGNED ON AUGUST 7, 2020

For the Employer:


  
Gene Karpinski  
President of LCV and LCVEF

For the Union:

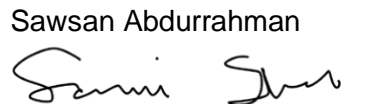
  
Elizabeth Jacob


  
Tiffany Hsieh


  
Kevin O'Brien

  
Kent Anderson

  
Sawsan Abdurrahman

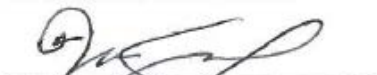
  
Sammi Sluder

  
Alexa Aispuro

  
Emily Woodall

  
Eric Geist, Local 32035

  
Bruce Jett, Local 32035

  
John Seeley, Local 7019

## APPENDIX A. BARGAINING UNIT POSITIONS

Associate Digital Campaigns Manager  
Associate Member Programs Manager  
Campaigns Coordinator  
Candidate Recruitment & Training Manager  
Chispa Communications Director  
Chispa National Organizing Director  
Civic Engagement Director - Chispa NV  
Communications Associate  
Communications Coordinator  
Communications Director – Chispa AZ  
Community & Civic Engagement Associate  
Community Organizer, Chispa AZ  
Community Organizer, Chispa NV  
Congressional Champions Project Associate  
Data and Analytics Manager  
Database Associate  
Development & Events Manager - GiveGreen  
Development Associate  
Digital Campaign Manager-Chispa  
Digital Coordinator, Give Green  
Digital Marketing Coordinator  
Digital Organizer, Chispa AZ  
Director of Development Partnerships  
Director of Institutional Writing & Strategy  
Donor Advocacy & Events Coordinator  
Field Director  
Finance Associate  
Gift Planning Officer  
Government Affairs Associate  
Grants & Strategic Initiatives Director  
Graphic Designer  
Human Resources Recruiter  
Individual Giving Manager  
Judiciary Program Director  
Legal & Compliance Coordinator  
Legislative Representative, C&E  
Legislative Representative, Conservation  
Major Gifts Associate  
Manager of Institutional Giving  
Membership & Online Engagement Coordinator  
Operations Associate  
Operations Manager – Chispa AZ  
Political Affairs Coordinator  
Production Manager  
Prospect Research Coordinator  
Receptionist  
Research Director  
Senior Community Organizer-Chispa AZ  
Senior Community Organizer-Chispa NV

Senior Writer  
Social Media Manager  
Special Assistant to SVP Development  
Staff Accountant  
State Capacity Building Associate  
State Communications Director  
State Data Director  
State Programs Manager  
Voter Engagement Regional Director - East  
Voting Rights Program Director  
Youth Digital Campaign Manager



**APPENDIX B. SALARY CHART**

<b>Job Classification Level</b>	<b>Salary Minimum</b>	<b>Salary Maximum</b>	<b>One-Time Adjustments for August 1, 2020</b>	
			<b>2-3 Years' Experience</b>	<b>4+ Years' Experience</b>
<b>A</b>	\$47,000.00	\$55,000	\$47,500.00	\$48,000.00
<b>B</b>	\$52,000.00	\$61,000	\$52,500.00	\$53,000.00
<b>C</b>	\$60,000.00	\$73,000	\$60,500.00	\$61,000.00
<b>D</b>	\$68,000.00	\$83,000	\$68,500.00	\$69,000.00
<b>E</b>	\$79,000.00	\$96,000	\$79,500.00	\$80,000.00
<b>F</b>	\$88,000.00	\$132,000	\$88,500.00	\$89,000.00

**APPENDIX C. JOB CLASSIFICATION**

<b>Job Classification Level</b>	<b>Primary Titles</b>	<b>Current Positions Covered</b>
A	Associate	Communications Associate Community & Civic Engagement Associate Congressional Champions Project Associate Database Associate Development Associate Finance Associate Government Affairs Associate Major Gifts Associate Operations Associate Receptionist State Capacity Building Associate
B	Coordinator  Community Organizer	Campaigns Coordinator Communications Coordinator Community Organizer, Chispa AZ Community Organizer, Chispa NV Digital Coordinator, Give Green Digital Marketing Coordinator Digital Organizer, Chispa AZ Donor Advocacy & Events Coordinator Legal & Compliance Coordinator Membership & Online Engagement Coordinator Political Affairs Coordinator Prospect Research Coordinator
C	Associate Manager  Senior Community Organizer  Legislative Representative	Associate Digital Campaigns Manager Associate Member Programs Manager Graphic Designer Legislative Representative, C&E Legislative Representative, Conservation Senior Community Organizer-Chispa AZ Senior Community Organizer-Chispa NV Special Assistant to SVP Development
D	Manager	Candidate Recruitment & Training Manager Data and Analytics Manager Development & Events Manager - GiveGreen Digital Campaign Manager-Chispa Gift Planning Officer Individual Giving Manager Manager of Institutional Giving Operations Manager – Chispa AZ Production Manager


		Social Media Manager State Programs Manager Youth Digital Campaign Manager
E	Director Field Director	Chispa Communications Director Chispa National Organizing Director Civic Engagement Director - Chispa NV Communications Director – Chispa AZ Director of Institutional Writing & Strategy Field Director in Grants & Strategic Initiatives Director Human Resources Recruiter Judiciary Program Director Research Director Senior Writer Staff Accountant State Communications Director Voter Engagement Regional Director - East Voting Rights Program Director
F	Director of Development Partnerships Data Director	Director of Development Partnerships State Data Director

## SIDE LETTER ON RELEASE AGREEMENT

This Side Letter to the Collective Bargaining Agreement dated August 1, 2020 (the "Agreement"), confirms the understanding of the League of Conservation Voters, Inc. and the League of Conservation Voters Education Fund and the Washington-Baltimore News Guild, chartered by The News Guild-Communications Workers of America as Local 32035 and the Communications Workers of America Local 7019, for themselves and on behalf of all the employees described in Article 1 of the Agreement. This Side Letter is in effect for the duration of the Agreement.

Under the Agreement, the Organization may require employees to sign a release of claims in a form provided by the Organization to receive severance in certain circumstances set out in Article 24. Such release of claims shall be in substantially the form attached as Exhibit A to this Side Letter.

Agreed to this 10th day of August, 2020.



Gene Karpinski, President

LCV & LCVEF



[Eric Geist, Local 32035]

## Exhibit A

Date: (Date)

(Employee Name & Address)

Dear (Name):

In connection with your termination of employment on (Date) (the "Termination Date"), [the League of Conservation Voters, Inc. OR League of Conservation Voters Education Fund (the "Organization")] will provide you with the benefits described Article XX. of the collective bargaining agreement ("CBA") between the Organization and the Washington-Baltimore News Guild, Local 32035, provided you timely sign and return this Letter Agreement [and do not revoke it as provided below] This Letter Agreement is effective DATE (the "Effective Date").

### Description of Benefit and Accompanying Severance Pay

Upon termination the Organization will pay you the gross (amount) weeks' pay as calculated in Article XX to be paid in a lump sum. Such payment shall be paid no later than 7 calendar days after the Effective Date of the Agreement.

### Other Contractual benefits Owed Upon Termination

Regardless of whether you sign and return this Letter Agreement, the Organization will pay you your compensation in full through the last day of covered employment, including any accrued and unused vacation as of the Termination Date to the extent required by the CBA and applicable law.

### Tax Obligation

All payments due to you under this Letter Agreement, including Severance Benefits described in paragraph 1 above, shall be subject to all applicable federal, state, and local employment and withholding tax obligations to the extent required by law.

### Benefits Continuation

Effective the end of (Month), you will no longer be eligible for Medical, Dental or Vision benefits (subject to your rights under COBRA), and (b) effective the Termination Date, you will no longer be eligible to participate in, the Organization's short-term disability, long-term disability, pension, 401(K), or any other program not specifically listed herein. You will receive information regarding your COBRA election rights and the cost of COBRA coverage shortly after your Termination Date.

### Releases

You acknowledge that the payments and benefits due to you in this Letter Agreement resulting from your departure from the Organization are in lieu of any and all claims that you may have against the Organization other than benefits under the Organization's employee benefit plans that by their terms survive termination of employment and COBRA benefits).

In exchange for the benefits described in paragraph 1 above, you hereby fully, forever, irrevocably and unconditionally release, remise and discharge the Organization including [League of Conservation Voters, Inc. OR League of Conservation Voters Education Fund] from any and all

claims, charges, complaints, demands, actions, causes of action, suits, rights, debts, sums of money, costs, accounts, reckonings, covenants, contracts, agreements, promises, doings, omissions, damages, executions, obligations, liabilities and expenses (including attorneys' fees and costs), of every kind and nature, known or unknown, which you ever had or now have against the Organization related to your employment and separation of employment including, but not limited to, all claims arising from any failure to reemploy you, all wage or benefit claims and claims for additional compensation, all claims and damages relating to race, sex, national origin, handicap, religious, sexual orientation, benefits and age discrimination, all employment discrimination claims under Title VII of the Civil Rights Act of 1964, 42 U.S.C. section 200 et. seq., [the Age Discrimination in Employment Act, 29 U.S.C. section 621 et. seq., Older Workers Benefit Protection Act of 1990] and the Genetic Information Act, the Employee Retirement Income Security Act of 1974, 29 U.S.C. section 1001 et. seq., the Americans with Disabilities Act, 42 U.S.C. section 1201 et. seq., and similar state or local statutes, all wrongful discharge claims, common law tort, defamation, breach of contract and other common law claims and any claims under any other federal, state or local statutes or ordinances not expressly referenced above. You are aware that you may hereafter discover claims or facts in addition to or different from those you now know or believe to be true with respect to the matters related herein. Nevertheless, and except as herein provided, it is your intention to fully, finally and forever settle and release all claims relative to your employment and separation of employment which do now exist, or heretofore have existed between you and the Organization. In furtherance of such intention, the releases given herein shall be and remain in effect as full and complete releases of all such matters, notwithstanding the discovery of existence of any additional or different claims or facts relative thereto.

You agree not to initiate, or cause to be initiated against the Organization any compliance review, suit, action, appeal, investigation or proceeding of any kind, or participate in same, individually or as a representative or member of a class, unless compelled by law, under any contract (express or implied), tort, law, or regulation (federal, state or local), pertaining in any way whatsoever to the matters herein released, nor shall you be entitled to receive any payment from any such proceeding. Notwithstanding anything to the contrary contained herein, nothing in this Agreement shall limit or restrict your right to file an administrative charge and/or voluntarily participate in a government investigation with a government agency including the Equal Employment Opportunity Commission or state fair employment practices agency.

Notwithstanding the foregoing, in no event shall you be deemed by this paragraph 4 to have released: (a) any rights or claims you may have for payments or benefits under this Letter Agreement; (b) any claims that cannot be legally waived; including unemployment compensation benefits and claims for accrued pension benefits and (c) any rights, claims or benefits related to or in connection with any outstanding workers compensation claim you may have on the Termination Date.

#### Other Covenants

You agree that for a two (2) year period following the Termination Date (the "Restricted Period"), you will not engage in tortious interference with any business relationship, contractual or otherwise, between the Organization and any other party.

You covenant and agree that during the Restricted Period you will not, except as is specifically required by law or court process or consented to in writing by the Organization, communicate to any person or entity any confidential or proprietary information, written or oral, concerning the Organization. Nothing herein shall prevent, restrict or limit you from filing any complaint or claim with, request an investigation or voluntarily participate in an investigation by the EEOC or the NLRB or any other state or federal agency, and for the avoidance of doubt, the term "confidential or proprietary information" does not include claims of harassment or sexual

assault.

You acknowledge that you have returned to the Organization all property of the Organization, its parent, subsidiaries or affiliates in your possession and all property made available to you in connection with your employment by the Organization.

While you are not precluded from seeking re-employment with the Organization or any of its related or affiliated entities, the Organization makes no promise (explicit or implicit) of re-employment to you. Further, should you apply or reapply and not be offered a position with the Organization or any of its related to affiliated entities, you agree that entering into this agreement will not be the basis for any claim of retaliation by the Organization for not employing or re-employing you. The Organization always reserves the right to re-hire you at its sole discretion.

#### Validity

With the exception of Section 5, should any provision of this Letter Agreement be declared or be determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal and invalid part, term or provision shall be deemed not to be a part of this Letter Agreement.

#### Non-Defamation

You agree you will not make, repeat or publish any false, disparaging, negative or derogatory remark concerning the Organization or otherwise take any action that might reasonably be expected to cause damage to the Organization. Nothing in this paragraph is intended to interfere with or limit your statutory rights under Section 7 of the National Labor Relations Act or any other applicable law.

The Organization agrees that it shall refrain from authorizing, causing anyone to make, or otherwise suggesting that anyone make, any defamatory remarks that have the intended or foreseeable effect of harming your reputation or employability.

#### Entire Agreement and Applicable Law

This Letter Agreement contains and constitutes the entire understanding and agreement between the parties hereto with respect to your severance benefits and settlement of claims against the Organization and cancels all previous oral and written negotiations, agreements, commitments, and writings in connection therewith. This Letter Agreement shall be governed by the law of \_\_\_\_\_.

#### Acknowledgments

- a) You acknowledge that you have been given at least [twenty-one (21) days/seven (7) days] to consider this Letter Agreement and that you are advised to consult with any attorney of your own choosing prior to signing this Letter Agreement.
- b) [After you sign this Agreement, you have seven (7) days to revoke it by sending written notice of revocation to the representative of the Organization signing below. This Agreement is not effective or enforceable until the revocation period expires (the "Effective Date"). If you revoke this Agreement, you will not receive the separation pay/benefits listed at the beginning of this Agreement.]
- c) By signing this Letter Agreement, you affirm that you have been paid and have received all compensation, wages, bonuses, commissions, or benefits to which you may be entitled and

that no other compensation, wages, bonuses, commissions or benefits are due to you, except the severance benefit as described in Section 1 of this Letter Agreement.

#### Voluntary Assent

You affirm that no other promises or agreements of any kind have been made to or with you by any person or entity whatsoever to cause you to sign this Letter Agreement, and that you fully understand the meaning and intent of this Letter Agreement. You state and represent that you have had an opportunity to fully discuss and review the terms of this Letter Agreement with an attorney. You further state and represent that you have carefully read this Letter Agreement, understand the contents herein, freely and voluntarily assent to all of the terms and conditions hereof, and sign your name of your own free act.

#### Execution in Counterparts

To facilitate execution, this Letter Agreement may be executed in as many counterparts as may be required; and it shall not be necessary that the signatures of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; but it shall be sufficient that all such signatures appear on one or more of the counterparts. All counterparts shall collectively constitute a single agreement. It shall not be necessary in making proof of this Letter Agreement to produce or account for more than a number of counterparts containing the respective signatures of, or on behalf of, all of the parties hereto.

I hereby agree to the terms and conditions set forth above. I have chosen to execute this Letter Agreement on the date below. I intend that this letter will become a binding agreement between me and the Organization.