

Collective Bargaining Agreement

between

**Washington-Baltimore News Guild
TNG-CWA Local 32035**

and

Indivisible

September 1, 2022 – March 31, 2026

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PREAMBLE

This contract is made this 18th day of August, 2022, between Indivisible Project (“Indivisible”) and the Washington-Baltimore News Guild (the Guild), chartered by The Washington-Baltimore News Guild-Communications Workers of America Local 32035, for itself and on behalf of all employees of the Employer as described in Article 1.

Indivisible and the Guild are committed to building a relationship that is effective, constructive, and solution oriented. Their joint efforts shall be guided by principles of trust, goodwill, and communication. To that end the parties will work together to create an environment in which everyone is treated with dignity and respect, and both sides will strive at all times to maintain and encourage the health, safety and productivity of all employees in the bargaining unit. In that spirit, Indivisible and the Guild look forward to a strong and enduring relationship characterized by a free exchange of information and ideas.

ARTICLE 1: COVERAGE

Section 1. Recognition

Indivisible hereby recognizes the Guild as the exclusive representative of all employees in the bargaining unit as described in Section 2.

Indivisible has the right to create new managerial, supervisory and confidential positions that are excluded from the bargaining unit.

Section 2. Bargaining Unit

This Agreement covers all employees of Indivisible, both regular full-time and regular part-time employees, performing the kind of work normally performed within the bargaining unit in all departments, except supervisors, managerial, and confidential employees as defined by the National Labor Relations Act; and except as otherwise provided by applicable law.

Agency workers are defined as individuals who are hired through a temporary staffing agency. Agency workers who perform work normally performed within the bargaining unit shall not be employed for longer than six months in a twelve-month period. No bargaining unit member shall be laid off as a result of the use of agency workers. Agency workers shall not be used in place of hiring staff except where operational needs exist.

Interns are not covered by this agreement. Internships are designed to provide training to students in the work environment. Internships are limited to the duration of the associated academic program.

For purposes of this agreement, temporary and project employees are defined as employees performing bargaining unit work who are hired for a specific period of time or a specific project. Temporary and project employees may be employed for up to six months in a twelve-month period. Such employees shall be covered by the Agreement except where specifically excluded.

Section 3. Employees

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

ARTICLE 2: UNION SECURITY & DUES DEDUCTION

Section 1. Union Members in Good Standing

It shall be a condition of employment that all employees of Indivisible in the bargaining unit referred to in Article 1 who are members of the Guild in good standing on the effective date of this Agreement shall remain members in good standing. All new employees shall on the 31st day following their first day of work become and remain members in good standing in the Guild. The provisions of this Article shall be effective, implemented, and administered in accordance and consistent with applicable provisions of federal and state laws.

Section 2. Dues

Indivisible shall, in compliance with all applicable laws and on the basis of individually signed voluntary check-off authorization forms provided to Indivisible by the Guild, deduct dues or fees equivalent to dues and assessments levied by the Guild for the current month. These amounts shall be deducted from employees' wages and sent to the Guild within seven working days after the pay date. Deductions will begin with the next full pay period following Indivisible's receipt of the authorization.

Section 3. Indemnification

The Guild agrees to indemnify and hold Indivisible harmless from any and all losses, claims, demands, actions, causes of action, suits, liabilities, damages, expenses and fees (to include attorney fees) arising out of

Indivisible honoring deduction authorizations in accordance with the provisions of this article, the transmitting of such deductions to the Guild, and the discharging of any employee at the Guild's request for failure to remain a member in good standing.

ARTICLE 3: INFORMATION FURNISHED TO THE GUILD

Section 1. Annual Information

Indivisible shall furnish the Guild annually the following information in connection with employees represented by the Guild:

- a) Name
- b) Hire date
- c) Job title
- d) Rate of pay -- hourly or salary
- e) Work location
- f) Date of birth
- g) Ethnicity, if known
- h) Gender identity, if known
- i) Pronouns, if known
- j) Home address

Section 2. Changes to the Staff

Indivisible shall notify the local Guild Representative and the unit officers by email of:

- a) New unit employees, including all the information required in Section 1 within one week after the employee's start date.
- b) Any changes in job title, salary, resignations, terminations, retirements, and deaths of employees and the effective date within one calendar week of such an event.

ARTICLE 4: MANAGEMENT RIGHTS

Consistent with this Agreement, Indivisible reserves, and the Guild recognizes, that Indivisible holds all statutory and inherent managerial rights, powers, functions and authority over its operations provided,

however, that in the exercise of its rights Indivisible will not violate the provisions of this Agreement. In accordance with the terms of this Agreement and applicable law, Management rights include:

1. Determining strategic direction, budget and program
2. Managing and directing its employees, determining their work functions, and hours of operation
3. Determining what work is to be produced, assigned, and the methods and means by which work will be performed
4. Hiring, promoting, demoting, laying-off, assigning, or transferring employees
5. Disciplining, suspending, and discharging employees for just cause
6. Determining policies that impact selection, hiring, training, and the determination of qualifications of employees, consistent with provisions of this agreement, including non-discrimination and diversity, equity and inclusion
7. Taking action necessary to carry out its mission during unforeseen and unplanned for emergencies

Indivisible shall decide whether, when and how to exercise its rights under this Agreement.

Indivisible's failure to exercise any right, power, functions or authority reserved under this section or under law shall neither be considered a waiver of Indivisible's rights, power, functions or authority, nor the subject or basis of any grievance, nor admissible in any grievance proceeding unless otherwise addressed in this Agreement.

ARTICLE 5: RESPECT AND DIGNITY

Section 1. Principles

The Guild and Indivisible recognize their shared interest in building a relationship that is effective, constructive, and oriented towards problem-solving, to ensure that Indivisible fulfills its mission and that employees are supported in bringing their full creativity and energy to the work. To achieve this mutual aim, Indivisible and the Guild agree to treat all employees, both unit and non-unit, with respect and dignity.

The parties agree to uphold the guiding principles of fairness, equity and transparency in their joint efforts to strengthen and support the work, and the workforce, of Indivisible.

Section 2. Bullying and Personal Harassment in the Work Environment

Indivisible and the Guild are committed to providing a safe and healthy workplace free of personal harassment and bullying for all employees. Bullying and personal harassment include inappropriate conduct or comments toward an employee that the person knew, or should have known, would cause that employee to be harmed, humiliated or intimidated. Personal harassment is defined as harassing behavior not related to an employee's status in a protected class. Bullying and personal harassment (hereafter referred to as bullying) can come from co-workers, supervisors, employers, employees, or external sources such as contractors, collaborators, consultants, or volunteers.

- Examples of bullying include but are not limited to:
- Aggressive/threatening gestures
- Verbal aggression or name-calling
- Vandalizing personal belongings
- Sabotaging work
- Spreading malicious rumors
- Humiliating initiation practices/hazing
- Cyber-bullying
- Deliberate exclusion
- Conduct which interferes with a person's work performance or creates an intimidating, hostile or offensive work environment
- Constructive discharge (forced resignation due to coercion, harassment or failure to cure hostile working conditions)
- Unfounded complaints which are made in bad faith, in reprisal, frivolously or with malicious intent
- Any other inappropriate, negative, disrespectful, or unprofessional treatment of others

Section 3. Duty to Reduce Harm

Reports of workplace bullying will be made to an employee's supervisor, another manager, or directly to HR. Upon receiving a formal complaint of workplace bullying impacting or involving a member of the bargaining unit, Indivisible management will notify the Guild and take immediate steps to reduce exposure to harm by managing and/or removing the source(s) of workplace bullying from interaction with the complainant(s). Interventions may include, but are not limited to, immediately granting a period of up to three (3) days administrative leave from work duties and/or removing the employee from contact with a harming individual or group of individuals. Administrative leave granted under this provision will not be deducted from the employee's accrued paid time off. Indivisible will manage and/or remove harmful volunteer leaders, groups and other external sources of workplace bullying and personal harassment.

Section 4. Acknowledgment of Management Rights

The parties agree that this article does not prohibit Indivisible from carrying out functions which fall within its rights and responsibilities. Such functions include, but are not limited to, reasonable management practices or actions, conducting performance evaluations, addressing performance and conduct issues, delegating work assignments, and determining work priorities and deadlines for staff.

ARTICLE 6: NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

Section 1. Non-Discrimination and Equal Employment

Both Indivisible and the Guild are committed to building a workplace free from discrimination, harassment and workplace violence. Indivisible shall not unlawfully discriminate against any employee in hiring, promotion, wages, terminations or other terms and conditions of employment because of such employee's race, color, creed, religion, gender, gender identity, gender expression, sexual orientation, sex, age, mental or physical disability, medical condition, ancestry, national origin, marital or family status, caregiving responsibilities, genetic information, immigrant status, military status, veteran status or other legally protected status or because of such employee's membership in, or activities on behalf of, the Guild. Nothing in this article shall be interpreted as expanding the eligibility of employer provided benefits.

Indivisible will uphold equal opportunity in all aspects of employment and administer all personnel policies and procedures in an equitable, non-discriminatory manner, and in compliance with all relevant and applicable federal, state or local laws prohibiting discrimination or requiring equal opportunity.

Section 2. Gender Neutrality

Indivisible will establish a procedure to notify employees that transgender and nonbinary employees may use the bathrooms they are most comfortable using for the times that employees gather in person. All Indivisible employees, including those not covered by this Agreement, will use an employee's chosen name and pronouns. Indivisible shall instruct any member of Indivisible's Boards, contractors, members of the public, or others who interact with Indivisible employees to use an employee's chosen name and pronouns. Within 60 days of the signing of this Agreement, all on-boarding materials and policy manuals will be gender neutral.

Section 3. Complaints and Legal Action

Indivisible will maintain a legally compliant policy prohibiting discrimination and providing for internal complaints, contained in its Employee Handbook and applicable to all employees at the organization. Employees may grieve discrimination in accordance with the grievance procedure set forth in Article 25. Employees may also choose to follow the process outlined in the Employee Handbook. Whether or not employees pursue internal remedies, they retain all rights under the law to take any form of legal action.

- a) No employee will be retaliated against for reporting discrimination, or for providing information relating to a claim, or otherwise cooperating in an investigation of a reported claim.
- b) Employees may report discrimination by members of the public to their supervisor, or any supervisor at Indivisible or HR, when an incident occurs during the performance of their work duties. Members of the public include contractors, collaborators, consultants, volunteers, visitors and/or any other such person external to the Indivisible organization. No employee who has reported such information to a supervisor or HR will be required to continue working or communicating with that member of the public, until an investigation is closed and the matter is resolved.

ARTICLE 7: SEXUAL HARASSMENT, WORKPLACE HARASSMENT, WORKPLACE VIOLENCE

Section 1. Complaints and Investigations

The sexual harassment, workplace harassment and workplace violence prevention policies in effect at the time of the signing of this Agreement shall remain in effect unless otherwise agreed to by Indivisible and the Guild, except that Indivisible shall promptly notify a representative of the Washington-Baltimore News Guild if there is a complaint involving a member of the bargaining unit.

Section 2. Protection From Stalking and Physical Harassment

When an employee makes a complaint of any form of harassment or stalking behavior, including but not limited to digital stalking (defined as online conduct directed at a person that causes a person to feel fear) or trolling (defined as the deliberate act of making offensive or provocative online posts that have the effect of causing distress or anxiety), or any form of physical harassment by another Indivisible employee or member of the public, the complainant will not be required to work directly with or communicate with the subject(s) of the complaint, in any capacity, once the complaint has been filed with Indivisible and before the investigation is closed and the complaint has been resolved.

Section 3. Duty to Reduce Harm

Employees may report sexual harassment and assault, or other violent conduct or threats of violent conduct, by members of the public to their supervisor, to any supervisor at Indivisible, or to HR when an incident occurs during the performance of their work duties. Members of the public include contractors, collaborators, consultants, volunteers, visitors and/or any other such person external to the Indivisible organization. No employee who has reported such information to their supervisor, to any supervisor at Indivisible, or to HR will be required to continue working or communicating with that member of the public, until the investigation has concluded and the complaint has been resolved.

Section 4. Retaliation Prohibited

No employee will be retaliated against for reporting sexual harassment, workplace harassment or other exposure to workplace violence, for

providing information relating to a claim, or otherwise cooperating in an investigation of a reported claim.

ARTICLE 8: ACCESSIBILITY & ACCOMMODATIONS

Section 1. Process

Indivisible shall provide reasonable accommodations for employees with a health condition that limits a major life activity in order to allow them to perform the essential functions of their work. An employee shall notify the Human Resources Director to seek such reasonable accommodations. Upon notification, the Human Resources Director and the employee, and if the employee chooses, a Guild representative, shall meet to discuss the difficulty or issue that the employee is experiencing as it relates to their job duties and work environment, and the type of accommodation the employee is seeking. The parties will work together on a plan that allows the employee to perform their existing job through a reasonable accommodation. Indivisible will provide an accommodation for the employee within one month after conversations have started between the Human Resource Director and employee, unless the time is extended by mutual agreement.

Section 2. Documentation

If, in their reasonable exercise of judgment after beginning to engage in the interactive process, the employee or the employer determines that medical documentation would help clarify the reasonable accommodation being sought, the employee may provide or be asked to provide medical documentation to support the accommodation determination.

Section 3. Accommodations

It is understood that a reasonable accommodation does not necessarily mean the plan of the employee's choice but instead an accommodation that allows the employee to perform the essential functions of their job. The scope of consideration will include, but is not limited to, workspace accessibility, assistive technology and individualized work environments such as office configurations, technology and software applications, accessibility and privacy of restroom arrangements in a public setting, accessibility of offsite events, and remote work arrangements. Indivisible will ensure that employees are aware of the process of requesting accommodations.

The accommodation process for an employee with disabilities will be compliant with the Americans With Disabilities Act (ADA) and Indivisible will work with an employee to enable them to perform the essential functions of their work without placing an undue burden on Indivisible.

Section 4. Accessible Communication

Indivisible will maintain communications standards that include equity and accessibility requirements for all internal and public facing documents, digital tools and communications, including allowing for closed captioning, font and font size customization, and screenreader optimization wherever possible.

All Indivisible staff will be required to give a warning on all Indivisible generated correspondence or materials if they contain flashing lights, strobes, or loud noises. This includes all training materials developed for staff.

ARTICLE 9: SOCIAL MEDIA PRIVACY AND DIGITAL INTEGRITY

Section 1. General Provisions

Indivisible and the Guild recognize that Indivisible's digitally-dependent workplace creates an environment in which certain policies and procedures governing social media and Indivisible digital communication platforms directly impact employees' working conditions and ability to have timely access to the information they need to perform their jobs.

Section 2. Digital Communications - Internal Platforms

- a) Within 180 days of the signing of this Agreement, the Labor Management Committee shall meet to discuss and develop detailed recommendations to add to and improve upon established organizational policies and procedures that impact standards of conduct, shared workspace behavior and internal communications relating to digital communication platforms.
- b) When any digital content posted by a bargaining unit member is removed from an internal communication platform and becomes the subject of a grievance, discipline, or legal matter, the removed content shall be preserved, where possible, and provided to the Guild, along with any preceding or related content required for context.

- c) Employees may be subject to disciplinary action where any digital content constitutes harassment, discrimination, defamation, or intimidation, or is intended to or causes harm to a targeted employee or group of employees, or similar inappropriate or unlawful conduct. Any alleged violations of this subsection shall result in the content being immediately removed and preserved where possible verbatim, the matter investigated, and, if the content involves a member of the bargaining unit, the Guild shall be notified. The employee and the Guild may request a copy of the related content.

Section 3. Personal Social Media Account Privacy

Employees shall not be required to provide access to personal social media accounts or content to Indivisible supervisors or personnel as a condition of employment.

- a) Indivisible and the Guild recognize that some staff roles may require use of social media. In those cases, Indivisible will clearly communicate that requirement or expectation to any affected employee, or prospective employee, including the extent to which it will factor into evaluation of their job performance. Employees may elect to either use their existing personal social media accounts or an Indivisible owned and provided account for the employee's work-related use.
- b) Employees may not be required to share Indivisible-created content or campaign materials on their personal social media accounts, but may be encouraged to do so voluntarily.
- c) Employees will not be evaluated for job performance based on the frequency or infrequency with which they share Indivisible-created digital content on their personal social media accounts.
- d) Indivisible will provide all employees with information about the procedures, systems and/or applications used to monitor content and traffic on employees' personal social media accounts, if any, at the time of hire, and when such procedures, systems, and/or applications change.
- e) Employees may be subject to disciplinary action where any digital content posted on social media:
 1. constitutes harassment, discrimination, defamation, intimidation to a targeted employee or group of employees, or similar inappropriate or unlawful conduct; or

2. is intended to or causes harm to the business interests of Indivisible.

Any alleged violations of this subsection shall result in a request that the content be immediately removed and preserved where possible, the matter investigated, and, if the content involves a member of the bargaining unit, the Guild shall be notified. The employee and the Guild may request a copy of the related content where available.

Section 4. Protected speech

Nothing in this article is intended to restrict speech protected by the National Labor Relations Act or any relevant federal or state law.

ARTICLE 10: JOB SECURITY

Section 1. Just Cause

No employee who has completed their probationary period will be disciplined or discharged without just cause. For employees who are discharged for cause on the basis of performance issues, the Guild and the employee shall be notified in writing at least two weeks in advance of each dismissal. Indivisible may terminate an employee immediately with pay in lieu of advance notice.

For employees who are discharged for gross misconduct, notice shall be provided to the Guild within 24 hours of each dismissal and the employee shall only be paid through the date of termination or as required by law.

Section 2. Right to Representation

In an investigatory meeting which might result in discipline or discharge, Indivisible will inform an employee that they have the right to union representation. The Guild will attempt to provide a representative as soon as possible, but in any event no longer than three (3) working days after notification by Indivisible, unless Indivisible agrees to a longer time period. The Guild understands that there are times when three (3) working days is not practical where employee health and safety is at issue.

Section 3. Performance Improvement Plans

Where performance deficiencies exist, supervisors will address them through a Performance Improvement Plan (PIP). PIPs are designed to identify skills and training gaps and improve performance. PIPs are not

disciplinary in nature. Failure to meet and sustain improved performance may lead to progressive discipline if the employee terminates the PIP early or after the PIP period concludes.

Section 4. Progressive Discipline

- A.** In the event of gross misconduct, Indivisible reserves the right to discipline at any level. All other disciplinary actions will be progressive in severity for non-probationary employees.
- B.** Progressive disciplinary levels are as follows:
 - 1. verbal warning;
 - 2. If the cause for discipline has not been resolved after step 1: written warning. The written warning shall include the reason(s) for the discipline, as well as future expectations to improve performance or correct the prohibited conduct;
 - 3. If the cause for discipline has not been resolved after step 2: final written warning. The final written warning shall include the reason(s) for the discipline, as well as future expectations to improve performance or correct the prohibited conduct. At employee's request, the employee may meet with their supervisor to review the expectations;
 - 4. If the cause for discipline has not been resolved after step 3 the employee may be terminated.
- C.** Copies of any written disciplinary notices will be provided to the Guild within one business day.

Section 5. Personnel Files

Indivisible will remove any warning notices, disciplinary entries or incidents of unsatisfactory performance from an employee's personnel file for which there is no recurrence for eighteen (18) months from the effective date of discipline. Once removed, the material will not be used as the basis for any future discipline. Employees may examine their personnel file at any time or provide written authorization for the Guild to review their file. A copy of the contents of an employee's personnel file will be mailed to the employee, if an employee is unable to access the documents electronically.

Section 6. Severance Benefits for Just Cause Discharge

Discharged employees will receive a pay-out for all accrued, but unused vacation time.

ARTICLE 11: JOB DESCRIPTIONS

Indivisible shall maintain accurate written job descriptions in a standard organizational format for all positions covered in this Agreement. Job descriptions shall be provided to the employee within one (1) week of hire, promotion, or transfer to a position. The job description will include a listing of the core job duties an employee in that position is expected to perform, including a reasonable estimate of the proportion of time the employee can expect to spend on core areas of responsibility. Indivisible will update all job descriptions to include the estimations 90 days from the inception of this agreement. A copy of the job description will be maintained in the employee's personnel file.

Job descriptions will be reviewed and, if necessary, updated not less than every two years, or at the employee's request to their supervisor if there are significant changes to core areas of responsibility. For changes made to an employee's job descriptions after the initial date of hire or promotion, employees will be notified and have the right to provide suggestions and feedback on their updated job description prior to Indivisible's finalization of revisions.

Copies of all job descriptions, including copies incorporating any new modifications and changes to job duties for positions covered in this Agreement, will be provided to the Guild within ten (10) business days of the date the job description, modification or change goes into effect.

ARTICLE 12: WORK HOURS

Section 1. Overtime Pay: Definitions of Exempt and Nonexempt Employees

- A.** For the purposes of this agreement, nonexempt employees are defined as regular full- or part-time hourly-paid employees and regular salaried employees paid less than \$54,000 per year.
- B.** Exempt employees include all salaried employees paid more than \$54,000 per year and who otherwise satisfy the duties test and other requirements for overtime exemption under the Fair Labor Standards Act (or state law where it supersedes the FLSA).

- C. For overtime and compensatory time calculation, a week is defined as an employee's standard seven-day payroll reporting period, unless otherwise regulated by state or local laws.

Section 2. Work Hours & Work Week: Nonexempt Employees

- A. The standard work hours of regular, full-time nonexempt employees will be 40 hours of work a week. Lunch is not included in the 40 hours of work per week. Daily work hours are subject to self-scheduling and/or flexibility based on the operational needs of Indivisible and approval or request of an employee's direct supervisor.
- B. The standard work week for nonexempt employees is Monday-Friday, with the understanding that evening and weekend work hours may be required based on operational need. The work week may vary depending upon critical work periods which shall be determined by management. Any change to the work week shall be announced not less than 2 (two) weeks in advance of the first date of the schedule change. It is also understood that some employees may work a different schedule on a regular basis with supervisor approval.
- C. Indivisible may require nonexempt employees to work overtime. All overtime requires the prior approval of the employee's supervisor. Nonexempt employees will receive overtime pay for all time worked over 40 hours in a single weekly reporting period, at the rate of 1.5 times their normal hourly rate (or the rate that complies with state or local law). Holidays, vacation days, bereavement leave, jury/witness duty, sick leave, or other approved leave, do not count as hours worked for purposes of overtime calculations.
- D. Where a supervisor requires or approves an employee to work on a holiday, and/or on the seventh consecutive day(s) of work occurring in a standard seven-day reporting period, the employee will be compensated at 1.5 times the normal hourly rate of pay for hours worked on a holiday, and/or on the seventh day.
- E. Indivisible may establish, implement and revise standard organization or department-wide core work hours, Monday-Friday, for nonexempt employees so long as mandatory core hour work blocks do not exceed 20 hours per week. A nonexempt employee may be temporarily or permanently released from a mandatory core hour schedule upon the approval of their direct supervisor.

Section 3. Work Hours & Work Week: Exempt Employees

- A.** The standard work hours of regular, full-time exempt employees is 40 hours a week. Actual work hours required to satisfy job duties may be irregular and frequently exceed 40 hours per week. Daily work hours of exempt employees are subject to self-scheduling and/or flexibility at the discretion of the employee, so long as the employee notifies their direct supervisor as to their work hours and they are able to satisfactorily complete their work responsibilities and otherwise meet organizational performance standards. Employees shall seek the prior approval of their direct supervisor for significant changes to the days and times of their work hours. It is also understood that some employees may work a different schedule on a regular basis.
- B.** The standard work week for exempt employees is Monday-Friday, with the understanding that completion of job duties may frequently require evening and weekend work.
- C.** Indivisible may establish, implement and revise standard organization or department-wide core work hours, Monday-Friday, for exempt employees so long as mandatory core hour work blocks do not exceed 20 hours per week. An exempt employee may be released from a mandatory core hour schedule upon the approval or request of their direct supervisor.

Section 4: Work Hours - Substantial Changes to Workload

In the event of substantial changes to workload, defined as sustained, short-term turf reassignments or job duties caused by related reductions in staff or vacant positions, supervisors will meet with the employee to create a written plan to rebalance their work so that there is no overall increase in the number of weekly hours required for the employee to complete the assigned job duties to the expected standard.

Section 5. Evening, Weekend and Holiday Work Hours

Evening work hours include all hours worked after 6:00 pm local time, except for employees who have arranged alternate standard working hours. Weekend hours are defined as any hours worked on a Saturday or Sunday for employees whose schedule is Monday through Friday.

Holiday work hours include all hours where an employee receives a supervisor's pre-approval to work on a paid holiday or day when Indivisible is officially closed for business. Weekend hours that are immediately

preceded or followed by paid holidays or days when Indivisible is officially closed for business, will be counted as holidays for the purpose of compensatory time accrual.

Supervisors of exempt employees will work with their supervisees to reduce evening, weekend and holiday work hours to a minimum, or otherwise use flexible scheduling options to ensure every Indivisible employee has access to a full 24-hour non-work period in a standard seven-day reporting period. Employees required to work evening, weekend or holiday hours will be given as much advance notice as possible, recognizing that political work is responsive and work plans occasionally shift.

Section 6. Compensatory Time

Indivisible and the Guild acknowledge that all Indivisible employees may be required to occasionally work long or irregular hours. Exempt employees are encouraged to consult with their supervisors and use self-scheduling and/or flexible work options to reduce work hours exceeding 40 hours per week and 7-day work weeks. Holidays (except as outlined in Section 6B, below), vacation days, compensatory time, bereavement leave, jury/witness duty, voting leave, personal leave, sick leave and other approved leave do not count as hours worked for purposes of calculating compensatory time accruals.

- A.** Compensatory time for exempt employees will accrue upon their supervisor's approval of the employee's weekly reporting record(s) at the rate of one (1) hour of compensatory paid time off for every one (1) hour worked over 46 hours in a single payroll reporting week.
- B.** Compensatory time for exempt employees will be earned for any weekly reporting period in which an employee is required to work on the seventh consecutive day and for pre-approved holiday work hours as follows:
 1. For up to 4 hours worked, employees will be awarded compensatory time on a 1:1 basis;
 2. For more than 4 hours worked and up to 8 hours worked, employees will be awarded 8 hours of compensatory time;
 3. For more than 8 hours worked, compensatory time shall be awarded on a 1:1 basis for the actual number of hours worked.
- C.** Carry over: up to 40 hours of accrued and unused compensatory time

shall be carried over to the next calendar year.

1. Accrued and unused compensatory time is not paid out at separation of employment.
2. Where assignments or long-term projects prevent the employee from utilizing their accumulated compensatory time prior to the end of the calendar year, additional compensatory time may be carried over to the first three months of the next calendar year.

D. Where an employee's average compensatory time accrual exceeds fifteen (15) hours accrued in a month for three (3) consecutive months, the employee and the supervisor will meet to create a written plan to reduce the employee's workload, which will be implemented within two (2) weeks of the creation of the written plan.

E. Nothing in this policy shall require Indivisible to take any action that would violate any other state law regarding days of rest.

Section 7: Use of Leave to Cover Absences

Upon notification to their supervisor, exempt employees may not be required to use accrued compensatory time or other PTO to cover partial day absences of up to 4 hours that occur in any seven day payroll reporting period in which the employee reports 40 or more hours worked. Employees will record actual hours worked.

Section 8. Guild Activities Approved as Work Hours

For all Indivisible employees, with the exception of Labor Management Committee meetings or the Grievance process meetings, Guild meetings and Guild business shall not be reported as work hours, except as otherwise mutually agreed to by Indivisible and the Guild.

ARTICLE 13: HIRING AND PROMOTION

Section 1. Vacancy Notices

Indivisible shall notify all employees, by email and Slack, of any vacant position it intends to fill for which existing employees are eligible to apply, along with an approximate timeline of the hiring process. Vacant positions do not include positions filled through in line promotions, executive positions, or restructured positions.

Section 2. Hiring/Internal Applicants

Current employees shall have ten (10) working days from the date of notice to apply for a vacant position. Indivisible may advertise externally at the same time that notice of the vacancy is given. Indivisible will interview any internal candidate prior to interviewing any external candidate, provided that the internal candidate satisfies the minimal qualifications for the position and is available to participate in the interview process within the approximate hiring timeline. Skill assessments are not required where the vacant position is within the internal candidate's team or job track.

Qualifications and a job description for any open position shall be posted. Applicants shall be selected based on their qualifications, for example, overall experience, including for internal applicants all periods of qualifying work experience prior to their Indivisible date of hire, skill, and job-related knowledge. For internal candidates, performance in their current position will also be considered.

Where the qualifications of an internal applicant and an outside applicant are substantially equal, Indivisible shall award the position to the qualified internal applicant.

Where Indivisible is deciding between two internal applicants whose qualifications and performance in their current position are substantially equal, the applicant with more seniority shall be awarded the position.

If an employee who applies is not awarded a position, upon the employee's request, Indivisible shall meet with the employee and, at the employee's option, a representative of the Guild, to discuss the reasons the employee was not selected. The employee must request the meeting within ten (10) working days of being notified that they were not selected for the position.

Section 3. New Hires

Employees shall be considered probationary employees for three (3) months. Indivisible shall have the right to discipline or discharge an employee during the probationary period and such discipline or discharge is not subject to the grievance procedure set forth in Article 25: Grievance and Arbitration. At Indivisible's discretion, the probationary period may be extended beyond three (3) months for up to an additional 60 days, provided Indivisible provides written notice and the Guild consents to the extension. New employees are entitled to regular performance check-in meetings no less frequently than two (2) times in a calendar month with their supervisor

during their probationary period. During the check-in meetings, managers will provide feedback on employee performance and will identify in writing areas of known performance deficiencies and suggest strategies for improvement. No later than 20 working days after the end of their first three (3) months of employment, employees will receive a written review and meeting to discuss the review with their supervisor.

The probationary period will be suspended for any period of time where an employee is on leave for fifteen (15) or more consecutive workdays, and shall resume on the date of return to work.

Section 4. Temporary Assignments

Temporary assignments are assignments of more than thirty (30) days and less than one hundred twenty (120) days that occur as the result of job vacancies, leave or some other temporary circumstance impacting work coverage. Employees who are given a temporary assignment to a higher job classification shall be paid the salary of the higher-level position for the duration of the temporary assignment until the vacancy is filled, the leave ends or the temporary circumstance is resolved.

Section 5. Promotion Process: Skills Development

Separate from their annual review, an employee considering opportunities for advancement at Indivisible may discuss with their supervisor what additional skills or responsibilities are required for a role at the next level, based on standardized departmental performance criteria and the job requirements of the position sought, with a written example of the job description with any recent changes made available for the employee's review. The employee's supervisor shall meet with the employee to develop a plan with specific goals for achieving the skills necessary to advance to the next level. For promotions requiring a minimum length of relevant work experience for eligibility, supervisors shall consider and include the duration of applicable work experience prior to the employee's date of hire with Indivisible, along with the experience obtained at Indivisible.

If during the course of the skills development process, a supervisor determines that the employee is already performing substantial duties for a more senior position and possesses all qualifications required by the job description, and there is an organizational need for a senior position, Indivisible will promote the employee into the higher position within thirty (30) days. Any increase in pay will be effective on the first date the employee is promoted to the higher position.

Section 6. Promotion Review Process

Indivisible shall establish an internal Promotion Review Committee that includes the affected department director(s), an unaffected department director, the DEI Director, Director of HR, and a Managing Director to ensure that promotion decisions are in compliance with non-discrimination requirements, the terms of this agreement and organizational equity standards.

When an employee is eligible and ready for promotion, the employee's direct supervisor will submit the Employee Change of Status Form, to include the job description, current position performance review, and new position performance review, for review and approval by the appropriate department directors for compliance with departmental performance criteria, and to the Promotion Review Committee for approval. Only an employee's two most recent performance evaluations may be considered in promotion decisions.

Section 7. Promotion Denied

If the Promotion Review Committee or any manager above the level of the supervisor recommending an employee for promotion finds legitimate cause for postponing or denying a promotion request, a written explanation of the specific reasons the promotion was delayed or denied shall be provided to the employee within 10 (ten) days of the date the promotion was not approved. At the employee's request, Indivisible will meet with the employee, and a representative of the Guild (if the employee chooses), to discuss the reasons a recommended promotion is postponed or denied.

ARTICLE 14: REMOTE WORK

Subject to operational need, any employee shall be eligible for regular remote work, defined as performing work outside an Indivisible office location, on a regular, ongoing basis, except when their duties require their presence in an Indivisible office location or at required in-person events such as retreats, conferences, and meetings. Any change to a remote work location involving relocation to another state is subject to operational need and must be reported to HR (this excludes remote work changes of 90 days or less which do not need to be reported to HR). No request for remote work will be unreasonably denied.

When operational needs require that an employee report to an Indivisible office location on a regular, ongoing basis, the employee will be notified before they accept the position, or as soon as it is known that their work will require presence in an office.

Nothing in this article shall preclude an employee who reports to an office from occasionally working remotely, subject to the approval of their direct supervisor.

ARTICLE 15: OUTSIDE ACTIVITY

Employees shall be free to engage in any activities outside of working hours. Prior to engaging in any outside activity, employment, consulting or business activity directly related to the mission, program and activities of Indivisible, specifically including electoral work and/or lobby work, employees will request approval from their supervisor. If no conflict of interest exists as determined by counsel, then approval will not be denied. A conflict of interest is defined as a conflict between the interest of the employee and that of Indivisible that interferes with the performance of the employee's job duties or creates an organizational risk or limitation to the employee's ability to participate in Indivisible's work.

ARTICLE 16: PERFORMANCE EVALUATIONS

Section 1. Performance Evaluation

The Guild acknowledges that standardized performance reviews add value for employees and the Indivisible organization by establishing periodic benchmarks for skills acquisition and areas of professional growth, and supports Indivisible in adopting performance evaluation standards and practices that results in measurable growth in diversity, equity and inclusion in the workplace. Employees having completed the probationary period are entitled to one performance review annually, based on standardized evaluation criteria and definitions of core competencies developed by Indivisible. Performance evaluation criteria shall be applied consistently, without preference or bias. Standardized performance criteria shall be provided to all Indivisible staff in writing at the time of hire. Staff shall be notified of revisions to the standardized performance review criteria or process at least 30 days prior to the start of the review cycle.

Section 2. Performance Review Process

Performance evaluations shall be completed by the employee's direct supervisor or, with prior notification to the employee, an interim supervisor. Performance evaluation forms will be reviewed for process alignment, technical compliance and final approval by the appropriate program or department director and the HR department.

When the Executive Team or any manager to whom the employee does not normally report reviews and requires modifications to an employee's performance evaluation for reasons other than process compliance, Indivisible shall act in the best interest of the employee to ensure that managerial preference and/or bias is not incorporated into the employee's performance review record.

Performance review periods will incorporate a timeframe for employees to conduct a self-assessment using the same form as that used for the official performance review. Supervisors will consider all feedback, including that provided on self-assessments, if submitted, as they complete the official performance review for their employees. The self-assessment will be uploaded, along with the official performance review, into the employee's electronic personnel file.

Written performance evaluations shall be provided to employees by their supervisor not less than five (5) business days prior to the scheduled date of the employee's review. Prior to the evaluation meeting, the employee may, verbally or in writing, challenge, provide documentation and seek adjustment for evaluations they believe are inconsistent with their factual record of performance for the period under review, or may choose to do so at the time of the formal review.

Upon completion of a performance evaluation, the written report shall be signed and dated by the employee and the employee's supervisor, and retained in the employee's personnel file. The employee may submit in writing any challenges, clarifications or objections to the evaluation report, within fifteen (15) business days of the date the report was filed, and the written statement shall be uploaded and retained with the performance review.

Section 3. Use of Supplemental Resources in Performance evaluations

In an effort to make a well-rounded assessment of an employee's performance during the period under review, employees may be required to recommend up to three (3) Indivisible co-workers to be interviewed by their supervisor for the purpose of adding perspective on the employee's teamwork, professional conduct and contribution to meeting program goals.

Employees shall not be required to provide job performance references from members of the public such as group leaders, contractors, collaborators, consultants, volunteers or any other such person external to the Indivisible organization, but may voluntarily do so if the employee believes it will clarify or enhance their record of performance. Supervisors may consider any matters raised from members of the public relating to an employee's performance when assessing an employee's performance. To be considered, the individual providing the feedback must submit it in writing and the writing shall be made available to the employee. The supervisor will solicit the employee's response to the feedback. In addition, the supervisor will evaluate the feedback for any bias and give more credence to feedback obtained through personal observation and from Indivisible staff (see previous paragraph).

To enable supervisors the visibility into their direct report's work needed to meaningfully assess employee's performance, supervisors may join any in-person event, leadership call, or one on one meeting between an employee and a public stakeholder by prior arrangement with a minimum of 24-hour advance notice. The employee shall have the option to propose an alternate meeting or date within a reasonable time frame (typically within two weeks or next possible opportunity). The supervisor may consider any observations when assessing an employee's performance.

Section 4. Right to Decline

An employee has the right to decline a request to provide feedback for the performance evaluation of their direct supervisor or higher-level managers. No employee will be retaliated against for providing or not providing such feedback.

Section 5. Ongoing Performance Feedback

Employees will receive regular feedback from their supervisors, outside of the performance review process, on an ongoing basis during regular check-ins.

ARTICLE 17: PROFESSIONAL DEVELOPMENT

Section 1. Professional development allowance

Indivisible will provide up to a maximum of \$1,250 per year to each full-time employee who has successfully completed their probationary period, for continuing education and training costs (to include travel expenses) that are approved by the organization. The amount the employee is entitled to upon being hired will be prorated depending on the quarter of the year in which they were hired. Each employee will work with their supervisor to develop a plan to meet their personal and professional development goals during the course of the year. These funds are for employee-driven opportunities, and as such, employees are encouraged to seek out courses and other training mediums that will enhance their development. The supervisor will approve the training request. No request in line with the organization's mission statement shall be unreasonably denied.

There is no limit on the number of professional development programs an employee may attend per year; however, the maximum amount Indivisible will be responsible for (or cover) is \$1,250. Employees will be responsible for any additional costs above that amount. The employee shall be allowed up to thirty - two hours (32) of paid training time per year for supervisor-approved training(s).

Section 2. Carry-over

Employees may roll over 50% of the amount of unused professional development funds to the following year, so long as the total amount of professional development allowance does not exceed \$1,875 per year.

Section 3: On Demand Training and Required Job Training

Indivisible has engaged a content provider to allow employees to take an unlimited number of courses on-demand from their computers. If a course is a mandatory requirement for employees, an employee shall take the course during normal work hours. An employee may use paid training time as defined in Section 1 for on-demand training courses. When an employee

is using paid training time, the employee and supervisor will schedule the training at a mutually agreeable time.

If an employee requires additional training for any assigned responsibilities, and their supervisor agrees, Indivisible will pay for any necessary courses, materials, or other forms of training.

Section 4: Annual Assessment

Indivisible will provide data assessing the level of usage of professional development funds to the local Guild representative (shop steward) on an annual basis.

ARTICLE 18: TRAVEL ASSIGNMENTS

Section 1. Work Time and Work-Related Travel

With the exception of commuting to and from an employee's home to an Indivisible office location (or remote work location), all hours and partial hours of transit time for work-related travel will be counted as work time. The definition of "transit" for this purpose includes door-to-door transportation, by any mode or multiple modes, from the employee's home or other point of departure to the destination for the purpose of work-related travel, defined as travel required for the completion of an employee's assigned work. Work-related travel may occur during working hours.

As is reasonable and feasible, employees will engage in their work during transit time. Both Indivisible and the Guild recognize that the nature, timing, or frequency of Indivisible-required travel may prevent employees from engaging in work during that time, and recognize that such time is considered work time, regardless of whether employees were able to engage in work while traveling.

Section 2. Reportable Work Hours for Travel Assignments

Reportable hours for any days where an employee is required to travel for work shall be the actual number of hours worked, to include transit time. For Indivisible conferences, functions and departmental retreats that staff are required to attend, Indivisible will announce the number of reportable hours of content during or following the event.

Section 3. Overnight Stays

When overnight stays are required to complete an Indivisible work assignment or attend/staff a required function, an employee will not be required to travel between the hours of 9 pm and 6 am within the departing time zone, except for unforeseen circumstances such as weather or mechanical delays. An employee shall have discretion to schedule overnight stays. Indivisible will pay all lodging costs for overnight stays covered under this provision. In recognition of work travel that requires transiting across time zones, no employee will be required to work upon arrival at their destination if their travel time surpasses six hours.

Section 4. Shared Rooms

For work-related travel assignments requiring overnight stays, an employee shall not be required to share a bedroom or hotel room, but may voluntarily agree to do so at their option and with the consent of both parties.

Section 5. Meals and Incidentals Allowance

The meals and incidentals expense allowance (M&IE) will be allowed for travel an hour from an employee's home or remote work location. The standard M&IE allowance for travel assignments shall be up to \$55 for each day of travel. For travel to cities for which the GSA provides a higher per diem rate, employees may use a daily M&IE allowance up to the GSA per diem rate for that location. Employees opting to utilize a M&IE allowance higher than the standard \$55 per day of travel must include documentation of the GSA per diem rate for the relevant location when submitting all necessary receipts. Where any meal is provided during a given travel day, the expense allowance shall be reduced according to the meal provided. Accommodations will be made for employee's dietary requirements. In instances where this is not available, and meals provided do not meet the dietary requirements of an employee, the employee shall receive the full meal allowance.

This section does not apply to materials that would normally be covered under the office supply budget.

Section 6. Caregiver Travel Benefit

Employees are eligible for reimbursements up to a maximum of \$1,500 per year by Indivisible, for direct caregiving costs incurred due to work-related overnight travel. This benefit may be used to cover caregiver's costs such

as airfare, train fare, bus fare, or car rental; and/or caregiver costs such as services to stay with the individual(s) at home or to find alternate care; the cost of an additional accommodation or hotel room for the caregiver; and/or the caregiver's travel costs (airfare, train fare, bus fare, or car rental) while the employee is on overnight work travel. Indivisible shall provide an appropriate benefit request form for this purpose and may require documentation of the costs incurred. This benefit shall be in addition to the employee's Indivisible travel budget for the period in which the expenses are incurred.

Section 7. Use of a Personal Vehicle

In the interest of safety and comfort, upon presenting proof of personal automobile insurance, an employee may use their own car for work-related travel or rent a car at Indivisible's expense, based on the employee's preference. For an employee who opts to use a personal vehicle, mileage for the assignment will be reimbursed following the IRS business standard mileage rate.

ARTICLE 19: WAGES AND COMPENSATION

Section 1. Yearly Salary Adjustment

On January 1st of each year, each employee shall receive a \$3,000 increase, prorated based on date of hire.

Section 2. Promotion

When an individual is promoted to a higher pay band they will receive at least the minimum salary in the new pay band (Index A) or a minimum increase based on the following schedule, whichever is higher:

For promotions from Level 1 (Associate) to Level 2 (Senior Associate), a minimum increase of \$3,000

For promotions from Level 2 (Senior Associate) to Level 3 (Manager), a minimum increase of \$3,500

For promotions from Level 3 (Manager) to Level 4 (Senior Manager), a minimum increase of \$4,000

Salaries increases on promotion may exceed the maximum starting salary amount for the new pay level, based on the complexity of new job duties,

the employee's tenure with Indivisible, and their combined years of relevant experience.

Section 3. New Employees: Starting Salaries

Indivisible may offer a new employee a salary above the minimum salary in their pay band based on their assessment of the new hire's qualifications, skills, and/or experience. Indivisible will request a comprehensive account of the new employee's previous experience. Indivisible will use a standard formula for calculating starting salaries of new employees in the bargaining unit. Offered starting salaries shall not be negotiated. Employees may request a salary review to ensure their salary has been appropriately calculated.

Section 4. New Positions

The Guild shall have the right to negotiate the salary level/pay band for any new positions within the bargaining unit as defined in Article 1, Section 2 of this agreement.

Section 5. No Reduction in Salaries

There shall be no reduction in salaries as a result of ratification of this agreement.

Section 6. Minimum Salaries

The minimum starting salaries set forth in Index A below shall go into effect following the ratification of this Agreement. From January 1, 2024, forward, minimum starting salary amounts for pay levels of covered employees will be increased \$1,000 (one-thousand dollars) annually on January 1 for all years covered by the duration of this contract.

INDEX A		
Pay Band	Minimum Starting Salary	Maximum Starting Salary
Level 1 - Associate	\$54,000	\$64,700
Level 2 - Senior Associate	\$57,400	\$74,150
Level 3 - Manager	\$64,650	\$91,000
Level 4 - Senior Manager	\$75,900	\$106,150

Section 7. Salary Adjustments for Existing Employees

Upon ratification of this agreement salaries shall be adjusted according to the following schedule:

Salaries of employees paid less than the minimum starting salary for their pay level will be increased by \$1,500 or to the minimum amount for that pay level, whichever amount is higher;

Salaries of employees paid more than the minimum starting salary for their pay band will be increased by \$1,500.

Increases shall be effective on contract execution.

Section 8. Minimum Hourly Pay

Indivisible Part-time employees shall be paid at an hourly rate that is not less than the minimum salary provided for the employee's job classification if it were a full-time position.

Section 9. Job Classifications & Descriptions

According to previous Indivisible practice the following guidelines shall be used for job classification. Descriptions of the general responsibility of each job level are as follows:

Level 1 (Associate):

Leads portions of large projects, small projects with supervision, and significant day-to-day responsibilities. Works across teams or departments

as needed to accomplish tasks. Uses independent judgment and creativity to complete tasks.

Level 2 (Senior Associate):

Leads large projects with supervision and owns significant portions of large projects. Represents team or department in cross-departmental spaces, leads or co-leads meetings. Develops strategic recommendations with supervision. May oversee consultants, interns, or ongoing volunteers.

Level 3 (Manager):

Leads large projects with minimal supervision and serves as subject matter expert where necessary. Exercises significant independent judgment in problem-solving and makes significant strategic recommendations with supervision. Represents department in cross-departmental spaces, leads meetings. May represent organization in coalition, partner, or public settings. May oversee the work of volunteers, contractors, or small numbers of staff on a day-to-day basis.

Level 4 (Senior Manager):

Leads major initiatives or projects with minimal supervision. Serves as subject matter expert and may serve as a spokesperson for the organization. Develops significant pieces of organizational strategy with minimal supervision. May frequently represent their department in cross-departmental spaces and represent the organization with coalitions, partners, or the public. May oversee the work of volunteers, contractors, or small numbers of staff on a day-to-day basis.

Section 10. Significant Modification of Duties

Significant modification of duties will occur when an employee is required to perform core job duties in a higher job classification for longer than one hundred twenty (120) days. This shall be deemed a long-term assignment. The affected employee and the Guild shall be notified as soon as it is known that the assignment will extend past 120 days. The Guild shall review the job description and salary rate for the newly assigned position, and may negotiate an appropriate increase and retroactive pay for the 120 day period.

ARTICLE 20: BENEFITS

1. Healthcare

Indivisible shall maintain its current group health insurance plans or substantially equivalent plans to those benefits and levels of coverage in effect at the time of the signing of this Agreement.

Regular full-time employees are encouraged to sign up for a healthcare plan offered by Indivisible. However, an employee may choose to opt out of the group health insurance plan as long as this does not jeopardize Indivisible's ability to maintain its group policy and the employee is able to provide proof of other eligible coverage. Beginning with the plan year 2023, employees will be eligible for an opt-out payment per month added directly to their paycheck. The payment amount will be set at 50% of the single employee premium for the highest value plan option. Employees may choose to opt out at their time of hire, after a qualifying event, and during Indivisible's open enrollment period. The opt-out payment will cease if the employee elects group coverage after initially opting out. Part-time employees are not eligible for healthcare benefits.

2. Dental & Vision

Indivisible shall maintain its current dental and vision plans or substantially equivalent plans to those benefits and levels of coverage in effect at the time of the signing of this Agreement. Part-time employees are not eligible for dental/vision benefits.

3. Short-term Disability

Indivisible shall maintain its current short-term disability insurance policy or a substantially equivalent policy to the one in effect at the time of the signing of this Agreement.

4. Long-term Disability

Indivisible shall maintain its current long-term disability insurance policy or a substantially equivalent policy to the one in effect at the time of the signing of this Agreement. Part-time employees are not eligible for long-term disability.

Employees will not be required to begin collecting long-term disability until they have exhausted other forms of eligible paid leave.

5. Life and Accidental Death & Dismemberment Insurance

Indivisible shall maintain its life and accidental death & dismemberment insurance policies or substantially equivalent policies to those in effect at the time of the signing of this Agreement. -Part-time employees are not eligible for life and accidental death and dismemberment insurance.

6. Retirement Plan

Indivisible shall maintain its current 401(k) retirement plan or a substantially equivalent plan to the one in effect at the time of the signing of this Agreement.

Effective January 1, 2023, Indivisible will make a non-elective annual contribution representing 3% of an employee's annual salary to an organizational 401(k) retirement plan. In addition, Indivisible will match employee-elected 401(k) contributions up to 2% of employee's annual salary.

7. Flexible Spending Accounts (FSAs) and Health Savings Accounts (HSAs)

- a. Indivisible will provide Health Care and Dependent Care Flexible Spending Accounts (FSAs), on the first (1st) day of the month after the date of hire, to all eligible full-time employees. Part-time employees are not eligible for the Health Care Flexible Spending Account. Part-time employees, however, are eligible to contribute to the Dependent Care Flexible Spending Account.
- b. Indivisible shall contribute \$150 toward each employee's Health Care Flexible Spending Account. In addition, Indivisible shall provide a dollar for dollar match of the employee's Health Care Flexible Spending Account contribution, up to a total of \$850.
- c. Employees who elect the High Deductible Health Plan (HDHP) are eligible to contribute to a Health Savings Account (HSA). Indivisible will contribute \$150 to an employee's HSA, and provide a dollar for dollar match of the employee's Health Savings Account contribution up to a total of \$850.

8. Health Reimbursement Arrangement (HRA)

Annually, Indivisible will contribute \$1000 to each benefit eligible employee's Health Reimbursement Arrangement.

The HRA will be limited to co-insurance, co-pays, deductibles, prescription drugs, dental expenses and vision expenses. Eligible employees will have access to their HRA from day one.

9. Routine Changes to Existing Plans, Policies and Accounts

Indivisible retains the right to add, replace or make routine changes to existing plans, policies and accounts referenced in sections 1-8 of this Article during the term of the contract. Routine changes include: changes to the administrator or fiduciary; changes to ensure compliance with the law; changes in plan design in the plans offered by a third party insurer or provider; or changes controlled by the Professional Employer Organization (PEO). Indivisible shall discuss the effects of these changes to the existing plans, policies and accounts with the Guild. The Guild waives any right to negotiate these changes provided that the plans, policies or accounts are substantially equivalent to or better than those in effect during the contract term.

10. Education and Student Loan Benefit

This benefit is available to regular full-time employees who have completed their probationary period. Under the program, Indivisible will allow an employee to allocate any portion of their annual and available professional development allowance, as provided under the Article 17: Professional Development, for student loan repayment. Part-time and temporary/project employees are not eligible for this benefit.

11. Salary Advance

Employees who have a financial emergency may be eligible to receive up to one month's net pay as a salary advance up to two times in a calendar year, provided that an employee has repaid any prior salary advances granted. Eligible employees will be required to sign an agreement to allow for repayment. Part-time and temporary/project employees are not eligible for this benefit.

ARTICLE 21: PAID TIME OFF

Section 1. Definitions

The following definitions apply to this Article.

A. Regular Full-Time Employees. A regular full-time employee is an

employee who is regularly scheduled to work in excess of 32 hours per week.

B. Regular Part-Time Employees. Any employee who is regularly scheduled to work less than 32 hours per week is defined as a part-time employee.

C. Temporary and Project Employees. Temporary and project employees are hired for a specific period of time or a specific project, according to the terms defined in Article 1. Coverage. Temporary and project employees are eligible for benefits defined in this Article, except where specifically excluded.

Section 2. Vacation

Regular full and part-time employees accrue paid annual leave every pay period. Vacation accrual begins on the date of hire.

Full time temporary/project employees who are continuously employed are eligible to accrue vacation hours after completing 4 weeks of service through the remaining duration of their employment.

Regular full-time employees accrue vacation according to the following schedule:

Length of Full-time Employment	Vacation Leave Per Year	Accrual Rate: Hours per Pay Period
0-12 months	15 days	5
+12 months-2 years	17 days	5.666
+2 years-3 years	19 days	6.333
+3 years-4 years	21 days	7

+4 years-5 years	22 days	7.333
+5 years-6 years	23 days	7.666
+6 years-7 years	24 days	8
+7 years	25 days	8.33

- A. Part-time pro-rated.** Regular part-time employees will accrue vacation time on a pro-rata basis according to length of employment, calculated by the number of the employee's standard weekly work hours as a percentage of a 40-hour work week. For example, a part-time employee scheduled to work 20 hours a week would accrue vacation time at 50% of the full-time formula, based on length of service; a part-time employee scheduled to work 30 hours a week would accrue vacation time at 75% of the full-time formula, based on length of service.
- B. Carry-over allowance.** Regular, full-time employees may carry-over up to eighteen (18) vacation days per year, based on the calendar year. Any unused vacation hours in excess of eighteen (18) days (144 hours) will be carried over into the new year but must be used by the end of the first quarter of the year (March 31). Prior year's vacation not taken by that day will be forfeited. Similarly, regular, part time employees may carry-over the equivalent amount of vacation days per year, i.e. if they work 20 hours a week, they can carry over up to nine (9) days (72 hours); a regular, part-time employee scheduled to work 30 hours a week can carry-over up to thirteen and a half (13.5) days (108 hours). Any unused vacation hours in excess of their equivalent carry-over will be carried over into the new year but must be used by the end of the first quarter of the year (March 31).
- C. Exceptions.** When management denies a vacation request due to work demands, all unused hours will roll-over to the next calendar year and the carry over grace period will be extended from 90 days to 120 days.

- D. Supervisor approval.** Employees will request leave approval from their supervisor. Employees will submit requests for vacation leave longer than three (3) consecutive working days at least two (2) weeks prior to the first date of leave, except in emergencies. Leave requests shall not be unreasonably denied.
- E. Incremental use.** Employees may take partial days of vacation leave in increments of one (1) hour.
- F. Vacation schedules during critical work periods.** Indivisible or individual departments of Indivisible may designate certain periods as critical work periods during which they may limit approvals and duration of vacation leave. Priority election campaigns, including primary, general and special elections, will generally be organization-wide critical work periods. Indivisible or the department head will notify staff of new and/or extended critical work periods with at least two months' notice. Nothing in this subsection shall detract from the general rules for approval of vacation requests

Section 3. Sick Leave

- A. Sick Leave allowance: full-time.** Full-time employees receive a bank of fifteen (15) days (one hundred twenty (120) hours) of paid sick leave on the date of hire, and annually on the first day of each year. Sick leave is capped at 15 days per year.
- B. Sick-Leave allowance: part-time.** Part-time employees receive a bank of paid sick leave on a pro rata basis on the date of hire corresponding to the number of hours worked per week (i.e. a person working 30 hours per work will receive 11.25 days, a person working 20 hours per week will receive 7.5 days, and so on), and annually thereafter on the first day of each year.
- C. Sick-Leave allowance: Temporary/project employees.** Full-time temporary/project employees will receive a bank of 2 days of sick leave at their start date, and 2 additional sick days for each 3 month period of continuous employment.
- D. Use:** Employees may use Sick Leave for the following circumstances:
- i. Physical or mental health, injury, or medical condition of the employee or a family member, or

- ii. For medical appointments to obtain a diagnosis, preventative care, or therapeutic treatment for the employee or a family member, or
- iii. To obtain care or services related to stalking, domestic violence or sexual abuse of the employee or their family member, or
- iv. For short periods of self-care necessitated by exposure to workplace harassment, workplace bullying, workplace violence, or extended bereavement, or
- v. Any other basis provided by law.

E. Definition: family member. A “family member” includes a spouse, domestic partner, parents, parents-in-law, children (foster or grandchildren included), children’s spouses, siblings, sibling’s spouses, children living with the employee and for whom the employee permanently assumes and discharges parental responsibility, a person who shares a mutual residence and committed relationship with the employee, or any other person the employee holds as a member of their family.

F. Notification of sick leave of absence. Whenever possible, on the day of absence, by 10:00 a.m. local time of the employee, the employee will notify or arrange for notification of sick leave by direct contact to their supervisor.

Section 4. Personal Leave

Indivisible employees will have a maximum allowance of paid personal leave to address personal and family needs not covered by other paid leave provisions defined in this Agreement. Personal leave may be used as needed at the discretion of the employee, and may be used in hourly increments.

A. Full-time employees: Full-time employees are allowed a maximum of two (2) days (sixteen (16) hours) of paid personal leave annually.

B. Part-time employees: Part-time employees are allowed a maximum of one day (eight (8) hours) of paid personal leave annually. Temporary/project employees are not eligible for personal leave.

C. Allocation and renewal. The full amount of paid personal leave

will be allotted on the date of hire and expire at the end of the same calendar year, and thereafter the maximum allowance will be available on January 1. At no time shall personal leave exceed the maximum. Personal leave may not be carried over at the end of the calendar year and is not paid out at separation.

D. Notification: Employees taking personal leave will notify their supervisor by 10:00 a.m. local time of the employee on the day of the absence.

Section 5. Paid Parental and Family and Medical Leave

A. Definitions: For the purpose of this Agreement, eligibility for Indivisible's paid parental, family and medical care leave benefit is allowed for following conditions:

- i. The birth of the employee's child, or placement of a child with the employee for adoption or foster care;
- ii. To care for the employee's spouse, domestic partner, child, grandchild, parent, grandparent, sibling, parent-in-law, a person who shares a mutual residence and committed relationship with the employee, or any other individual related by blood or affinity whose close association with the employee or employee's spouse or domestic partner is the equivalent of a family relationship;
- iii. For a serious health condition, as defined by law, that makes the employee unable to perform his or her job.
- iv. For qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on covered active duty or has been notified of a call to covered active duty status as a member of the Armed Forces as defined by the Family Medical Leave Act (FMLA) only.

B. Eligibility and accrual: Employees who have completed one year of continuous service and at least 1250 hours of work in the prior 12 months before the start of leave are eligible to take up to sixteen (16) weeks or eighty (80) days of leave for parental, family, and medical care purposes during a rolling twelve- (12) month period looking backward from the first date an employee uses this leave. Periods of parental, family and medical leave may be taken over consecutive weeks/days, or intermittently for qualifying conditions. The first twelve weeks or sixty (60) days will be paid

- and the last four (4) weeks or twenty (20) days will be considered unpaid leave for purposes of this article. Employees will be allowed to use their accrued vacation, sick, or earned compensatory leave during this time.
- C. Combined with federal, state or local paid parental and family and medical leave benefits.** To the extent permitted by law, employees eligible to receive federal, state or local paid parental and family and medical leave benefits are required to apply for all such available benefits. There shall be no duplication of benefits through the combination of federal, state or local benefits and those provided by Indivisible under this Agreement. During the period of eligible leave, any federal, state or local benefit that an employee is eligible to receive (or would have been eligible to receive had they applied) that totals less than the employee's full base salary will be supplemented by paid leave provided under this section up to the amount of their full base salary.
- D.** In the event that, due to the receipt of benefits through DC Paid Family Leave, or any other state/local paid family leave that requires an employer contribution, an employee receives more than the employee's full base salary, the employee must execute an authorization form authorizing Indivisible to deduct the overage from the employee's subsequent paycheck(s) beginning no earlier than the pay period after the employee has begun to receive DC Paid Family Leave. Deductions will be made in equal installments based on the number of weeks of leave received through DC Paid Family Leave (e.g., if an employee received six (6) weeks of leave through DC Paid Family Leave, Indivisible will deduct the overage over pay periods covering six weeks).
- E.** To the extent permitted by law, Indivisible paid leave will be taken concurrently with any leave under federal, state and local paid parental and family and medical leave laws.
- F. Use of alternate paid leave.** In addition to the leave provided in this section, employees may also use other accrued paid leave for parental or family care purposes, including vacation and personal leave. Sick leave may also be used if the conditions for sick leave are met.
- G. Certification.** Indivisible will require certification, including certification from medical providers, for employees taking family and medical leave under this section. Indivisible will provide

information to all employees regarding the certification process and all standard forms to be used for this purpose.

Section 6. Unpaid Leave

Non-probationary, regular, full-time employees who have exhausted all other available paid and unpaid leave may request unpaid leave for short-term personal and family needs. Employees will be eligible for unpaid leave according to the following schedule:

Length of Service	Maximum Amount of Leave
3-6 months	2 weeks
6+ months	4 weeks

Unpaid leave shall not exceed four (4) work weeks in a calendar year and may be used in full-day increments. At its discretion, Indivisible may grant unpaid leave when requested by an employee. Unpaid leave may be used to create a short-term reduction of hours in a work week. All requests must be submitted at least two (2) weeks in advance (except in the case of an emergency) and approved by the employee's supervisor and the Director of Human Resources. Indivisible will continue to make its contribution toward employer provided benefits under this Agreement during the unpaid leave period.

Indivisible may not consider an employee's request or use of unpaid leave as a factor in performance evaluations or disqualify an employee for promotion or pay increase.

Nothing in the section prohibits Indivisible from negotiating other reduced-hour or part-time work arrangements, short- or long-term, upon the request of a full-time employee.

Section 7. Jury Duty

Employees will receive paid time off for jury duty. Employees are not expected to work any portion of the normal workday that is not required to fulfill their jury obligation, provided they are required to report for jury duty. If

the employee is not required to report for jury duty after receiving notice to participate, they are expected to work.

Section 8. Voting Leave

Employees are entitled to take the time necessary to cast their ballot during their normal working hours, if they are unable to vote at their polling location during non-work hours. This provision applies to voting in federal, state or local elections.

Section 9. Bereavement Leave

Indivisible and the Guild agree to the benefits of practicing flexibility and compassion in supporting the needs of bereaved employees.

Employees are permitted to take a leave of absence in the event of the death of a family member or close friend, or after experiencing a pregnancy loss. An employee with such a death may take up to eight (8) workdays, or a combination of eight (8) full- and partial- workdays, off with pay within ninety (90) calendar days of the notification of a death. Bereavement days may be taken consecutively or intermittently. Any additional absence beyond eight (8) workdays may be taken as personal leave, sick leave, vacation leave, compensatory time leave or unpaid leave. Paid time off used for extended bereavement may be used incrementally to accommodate a short-term reduction in hours, with the approval of the employee's supervisor. Part-time employees will receive paid time off for the number of hours they would normally have worked on the workdays or partial workdays of absence taken for bereavement leave in a calendar year.

Employees may access paid bereavement leave at any time, with no limit on the number of leave-qualifying events in a calendar year.

Bereavement leave is not an accrued benefit.

Section 10. Emergency/extreme weather leave

Employees who are unable to work due to the effects of extreme weather, natural disasters or other severely disruptive emergency conditions (fire, earthquake, flooding, evacuations, public safety emergencies, etc.) affecting the location from which the employee is currently working are eligible to use up to five (5)-days of emergency leave (or equivalent for those on a part-time schedule). If the emergency continues past five days,

employees may take accrued personal, vacation, sick (as described in section 3d of this Article), or compensatory leave. Temporary/project employees are not eligible for this benefit.

Section 11. Holiday Time Off

Full-time employees will be paid for a full day of work for a paid holiday day taken. Part-time employees will be paid for the standard number of hours the part-time employee would normally be scheduled to work on the date which the holiday falls. Temporary/project employees will receive holiday pay for any days they would normally be scheduled to work on which the organization is closed.

The following paid holidays will be observed:

- **New Year's Day**
- **Martin Luther King Day**
- **President's Day**
- **Memorial Day**
- **Juneteenth**
- **Independence Day**
- **Labor Day**
- **Indigenous Peoples' Day**
- **Veterans Day**
- **Half-day before Thanksgiving**
- **Thanksgiving Day**
- **Friday after Thanksgiving**
- **Half-day on Christmas Eve**
- **Christmas**
- **The week between Christmas and New Year's Day**

Alternate holiday schedule: Any employee who observes an alternate holiday schedule may arrange with their supervisor to substitute (an) alternate holiday(s) for one (or more) on this list and inform the Director of Human Resources of the change. Alternate holidays are available at the beginning of each calendar year and must be used within the calendar year. The alternate holiday must be used in full-day increments and may

not be accumulated or carried over to the next calendar year. Employees may also use personal, vacation, or compensatory leave to observe holidays not listed. Alternate holiday requests shall not be unreasonably denied.

Indivisible will make every effort to avoid scheduling mandatory events on major religious holidays. In instances where an employee's observed holiday is concurrent to a mandatory event, the employee's supervisor will work with that employee to approve an alternate schedule or work plan that maximizes the employee's ability to observe that holiday.

Section 12. Enforcement

All subjects in this Article shall be enforced and administered in compliance with federal, District of Columbia, and state laws. Indivisible retains the right to update the provisions of this article during the term of the contract for changes to ensure compliance with the law. Indivisible shall discuss the effects of these changes to any section of this Article with the Guild.

ARTICLE 22: WORK-RELATED EXPENSES AND REIMBURSEMENTS

Section 1. Working Supplies, Materials and Equipment

Employees may request supplies and materials listed on the approved office supply list directly through Office Management.

Employees can purchase and be reimbursed for event supplies with supervisor approval.

Indivisible shall provide and determine the necessary equipment for all employees to perform their job duties. No employee's request for equipment shall be unreasonably denied. Equipment request denials shall be provided to the employee in writing. Materials and equipment requested as an accommodation shall follow the accommodation process in Article 26.

Section 2. Cell Phone Reimbursement

Employees shall be reimbursed up to \$100 each month for use of personal cell phone and/or a data-enabled tablet.

Section 3. Internet Reimbursement

Employees shall be reimbursed for their monthly home internet bills up to \$75. To qualify for this benefit, an employee must demonstrate that they possess a home internet connection with a minimum speed of 200 mbps or, if no internet provider in an employee's area delivers internet speeds of 200 mbps or more, demonstrate they are receiving the fastest internet speed possible in their area.

Employees who provide documentation of home internet service costs above the \$75 maximum reimbursement per month, and personal cell phone and data service costs below the \$100 maximum reimbursement per month as defined in Sections 2 and 3 of this Article, are eligible for a combined maximum cell phone and internet service reimbursement of up to \$175 per month.

Section 4. Home Office Reimbursement

Temporary and project employees are not eligible for Home Office Reimbursement. Employees shall be reimbursed for home office furnishings and setup according to the following schedule, subject to Office Management approval:

Length of Full-time Employment	Home Office Reimbursement Budget Per Year
0 to 12 months	\$500
13 to 24 months	\$300

Employees shall be permitted to use an organizational card to pay for their home office furnishings and setup provided all necessary receipts are submitted as part of the reconciliation process.

After 24 months of full-time employment, employees may request the purchase of additional office furnishings/equipment subject to approval by Office Management.

Upon ratification of this contract, all current employees who have been with Indivisible for not more than 12 months shall be entitled to reimbursement for home office furnishings and setup up to \$500, less the amount of any office reimbursements previously received. Employees who have been with Indivisible for more than 12 months shall be entitled to reimbursement for

home office furnishings and setup up to \$800, less the amount of any home office reimbursements previously received.

Section 5. Access to Workspace Outside the Home

Employees who require the occasional use of a local co-working space or rental facility for Indivisible-related meetings, trainings, and conferences will consult with their managers on budgeting options and payment procedures.

Section 6. Reimbursement Timeline

All reimbursements to employees will be processed and paid out within 30 days of Indivisible having received appropriate documentation.

ARTICLE 23: SEPARATION FROM EMPLOYMENT

Section 1. Reduction In Force

Indivisible may lay-off employees because of a reduction in force, a restructuring or elimination of a position, or on the basis of operational need. Indivisible agrees to notify the Guild of employees who are identified for a workforce reduction not less than 60 calendar days prior to the effective layoff date. During the 60-day notice period, Indivisible shall pay the affected employees and has the right to assign or not assign work to be performed.

- a) Indivisible will provide the Guild with relevant information, including the departments and positions involved, and the effective date. Indivisible agrees to meet with union representatives within five (5) days of receiving a request for effects bargaining.
- b) Indivisible will make every effort to minimize the adverse effects on employees prior to taking any lay-off measures, including determining whether an employee is qualified for a corresponding vacant position within Indivisible and partner organizations.
- c) Employees in positions affected by proposed modifications or lay-offs may decline reassignment or transfer to new or vacant positions that would require relocation or extensive travel to a different geographic region and will retain all severance and seniority rights defined in this Article.

Section 2. Seniority and Layoffs

In the event of a layoff, employees will be laid-off according to operational need and inverse order of seniority within a job classification in the department impacted by the reduction in force, in that order. For purposes of this Article, seniority shall be based on an employee's continuous service with Indivisible in a bargaining unit position, excluding periods of unpaid leave of 60 days or more. An employee promoted or transferred within Indivisible but outside the bargaining unit and who remains continuously employed by Indivisible and later returns to the bargaining unit shall retain his/her seniority date at the time of promotion or transfer.

Section 3. Reemployment Recall

This section does not apply to temporary, project or probationary employees. An employee who has been laid-off shall have their name placed on a reemployment list for one (1) year in order of seniority. Indivisible will send an email and a notice of an available position for which the employee is qualified to the last known email address and address provided by the laid-off employee. An employee must respond to the notice within seven (7) days of the date of the notice. An offer of recall will be revoked after seven (7) days and an employee who fails to respond or who refuses a recall offer will be removed from the recall list. Removal from the recall list will not exclude a laid-off employee from applying for future job vacancies in Indivisible positions but there is no obligation on Indivisible's part to rehire said employee.

Section 4. Severance Benefits

This section does not apply to temporary, project or probationary employees. Laid-off employees who do not accept reassignment to an offered position will be eligible for severance based on date of hire as follows:

- Up to six (6) months of service = two (2) weeks severance
- Six (6) months to one (1) year of service = four (4) weeks severance
- After one (1) year of service, for each additional six (6) months of service = 1 week additional severance with a cap of twelve (12) weeks of total severance

Employees eligible for severance shall also receive the equivalent of one (1) month of COBRA premium plus one month for each year of service with a cap of four (4) months of total COBRA premium provided the employee is unable to obtain replacement health insurance through a new employer, spouse, domestic partner or parent.

Employees may choose to receive their severance in a lump sum or regular payments.

For the purpose of this article, years of employment will be calculated to include the current year of employment. Laid-off employees will also receive pay-out of accrued and unused vacation hours. Pay-out amounts shall be calculated based on the employee's current hourly wages or equivalent salary rate at the time of severance.

Section 5. Voluntary Separation

Employees who voluntarily terminate employment with Indivisible will receive pay-out of accrued and unused vacation (annual leave) hours. Pay-out amounts shall be calculated based on the employee's current hourly wages or equivalent salary rate at the time of separation. Payment shall be made on the next regular pay date following the date of separation, where permitted by law.

ARTICLE 24: JOINT LABOR-MANAGEMENT COMMITTEE

Section 1. Joint labor-management committee

The labor-management committee (LMC) shall have three (3) representatives chosen by Indivisible management and three (3) representatives selected by the Guild. Management and the Guild may mutually agree to additional representatives to serve on the committee, provided that there shall be equal representation for both parties. The committee will meet quarterly or by mutual agreement at a different frequency.

The purpose of the LMC is to facilitate effective communications between staff and management on workplace issues that go beyond the scope of traditional bargaining. The LMC allows for the discussion of each other's concerns, the open exchange of information, and the opportunity for joint problem-solving of issues that impact the work environment. It is not intended to replace the bargaining process or the grievance procedure.

The LMC will develop detailed recommendations for issues identified in this agreement.

The LMC shall have no authority to make operational or other decisions as outlined in the Management Rights Article 4. In addition, the LMC will not receive or consider matters that are the subject of a grievance procedure or pending disciplinary actions.

Discussions of the LMC are not subject to the grievance and arbitration procedures in Article 25.

Section 2. Labor Management Committee Working Groups

The LMC may create ad hoc working groups that are comprised of an equal number of members from the Guild and Indivisible management to work on specific issues identified by the LMC. Ad hoc working groups shall be co-led by management and the Guild with equal authority and responsibility for carrying out the mission assigned by the LMC. The working group will move their recommendations to the LMC for review and final, mutually agreed upon recommendation.

Section 3. Joint Training in Conflict Resolution

In order to further facilitate a productive relationship, Indivisible shall source conflict resolution training and make such training available to supervisors and stewards.

ARTICLE 25: GRIEVANCE & ARBITRATION

Section 1. Grievant: Definition

The term “grievant” shall be considered to include: any individual bargaining unit employee, a group of bargaining unit employees or the Guild.

Section 2. Grievance: Definition and Initiation

A grievance means a dispute or controversy arising between the parties relating to any matter covered by this Agreement, or involving the interpretation, application, administration or alleged violation of the contract.

To initiate a grievance, a grievance shall be filed in writing by a representative of the Guild with the Director of HR within thirty (30) working

days after the Guild becomes aware of the most recent occurrence, or should have reasonably become aware of the occurrence with the exception of extraordinary circumstances, to be defined as an unusual and unforeseeable event beyond either party's control that, despite their reasonable efforts, directly prevents a timely filing and the ability to otherwise request an extension via section 6 of this article. A grievance shall specify the name of the grievant(s), the action(s) complained of, the approximate date(s) on which the action(s) occurred, the provision(s) of this Agreement that the Guild contends have been violated, and the remedy sought. Efforts to adjust grievances shall be made on Indivisible work time.

The term 'working days' does not include Saturdays, Sundays, Federal Holidays or days where Indivisible is closed.

Section 3. Grievance Committee

The Guild shall designate a grievance committee of its own choosing, and notify Indivisible of the members of the committee.

Section 4. Grievance Process

Step 1: The immediate supervisor of the grievant(s) shall meet with the grievant(s) and a representative designated by the Guild within ten (10) working days of the receipt of the written grievance. If the grievant has met informally with the immediate supervisor and was unable to resolve their concerns, the grievant may request that the supervisor's supervisor be present at the step 1 meeting. The meeting time may be extended by mutual agreement. The supervisor will respond in writing within five (5) working days of this meeting, or by mutual agreement, the period may be extended.

Step 2: If the issue is not resolved in Step 1, the Guild may file an appeal with the Director of HR within ten (10) working days following the receipt of the written response in Step 1. Indivisible and up to three members of the grievance committee shall meet within ten (10) working days of the Step 2 appeal. Indivisible shall respond in writing within five (5) working days. Should Indivisible fail to respond, with the exception of extraordinary circumstances (as defined in section 2 of this article), the grievance shall be deemed resolved in favor of the Guild and the remedy sought shall be granted.

Step 3: If the matter is not satisfactorily settled upon completion of Step 2, and prior to arbitration, the Guild and Indivisible may mutually agree to

grievance mediation. Grievance mediation is a process that encourages cooperative problem-solving between labor and management but it is not a substitute for the grievance procedures. The mediator shall be a Federal Mediation and Conciliation Service (FMCS) mediator from the Washington, D.C. metropolitan region, or other mediator, upon whom the parties mutually agree. The mediator shall not have the authority to determine resolution of the matter, but instead shall assist the parties in understanding and communicating each other's interests, positions and goals. In the event that the grievance is not resolved through mediation, at either party's request, the mediator shall provide a recommendation or opinion regarding the grievance. Neither party is obligated to accept the recommendation and the recommendation shall not be used as evidence or introduced in any subsequent arbitration. All time limits in the grievance procedures shall be waived during the grievance mediation process. The costs associated with grievance mediation shall be borne equally by the parties.

Section 5. Arbitration

Any matter that is not satisfactorily settled upon completion of Step 2 or 3 of the grievance process may be submitted to arbitration by either party within thirty (30) working days of Indivisible's written response. The parties may also agree to extend this period to permit further investigation, discussion, and negotiation for resolution. The parties shall attempt to mutually agree to an impartial arbitrator to serve as the arbitrator for any dispute. If, on initiation of arbitration, the parties cannot agree on the impartial arbitrator, then the Federal Mediation and Conciliation Service (FMCS) will be requested to designate a panel of arbitrators who are members of the National Academy of Arbitrators from the Washington, D.C. metropolitan area, 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. The arbitrator shall not have the authority to add to, delete from, amend or modify the terms of this Agreement. 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.

Section 6. Extension of Time Limits

The time limits set forth in this Article may be extended upon mutual written agreement.

ARTICLE 26: No STRIKE-NO LOCKOUT

Section 1. During the term of this Agreement, the union, its officers, agents and representatives, and employees shall not in any way, directly or indirectly, authorize, assist, cause, encourage, participate in, ratify or condone any strike, sympathy strike, slowdown, refusal to perform assigned duties, stoppage of work, sickout, boycott, picketing, or other concerted efforts which interferes with or attempts to interrupt or interfere with the operations of Indivisible.

Section 2. In the event of any proscribed activity in this Article, the union, its officers, agents and representatives will make every good faith effort to end such activity.

Section 3. Indivisible shall have the right to proceed directly to court and not be required to arbitrate violations of this Article.

Section 4. During the term of this Agreement, Indivisible shall not lock out employees. In the event of lockout, the union shall have the right to proceed directly to court and not be required to arbitrate a lockout.

ARTICLE 27: WORKPLACE COMMUNICATION

Section 1. Communication in the Workplace: Standards

Indivisible and the Guild acknowledge the primary purpose of workplace communication is to advance the employer's mission, to facilitate understanding, and effectively support employees in utilizing their labor and expertise to meet the organization's priorities and objectives. Under the terms herein, the parties agree to promote a work environment where interpersonal and group communication for self-expression and to exchange ideas, have fun, and foster friendly ties between Indivisible employees and teams, is supported and encouraged.

A. Group Communication: To maintain a work environment that allows for a productive flow of ideas and promotes collaboration to advance the organization's mission and goals, employees are permitted and encouraged to ask good faith questions and contribute constructive comments and suggestions about program implementation and workplace concerns, policies, practices, and conditions, in all staff spaces when those questions and input are timely, relevant, and in the interests of clarification, understanding, and productivity. Employees are discouraged from engaging in public criticism of each

other or each other's work and are expected to engage one-on-one if the nature of the feedback is critical.

B. Personal Communication: When an employee has questions or feedback related to an individual situation, problem, or conflict related to their own work duties or assignments, or when additional depth or follow up is needed to sufficiently address a question or concern, an employee will communicate questions or feedback directly to their supervisor or the staff person in charge of a project.

C. Equity and Inclusion: Employees and supervisors are responsible for engaging in respectful and inclusive workplace communication and interactions that promote equity and dignity for everyone in the Indivisible work environment. The following standards apply to any and all platforms, methods or settings where workplace communication occurs.

- a. For the purpose of this article, workplace dignity is defined as the consistent expression of respect, compassion, and inclusion to which all Indivisible employees are fundamentally entitled, which derives from their equal status of being human.
- b. Treat coworkers and others with kindness and respect in written and verbal workplace communications and interactions. Assume good intentions when receiving information, instructions, or feedback and ask questions to better understand conflicts and challenges.
- c. Use clear, accessible language and content in written, visual, and verbal workplace communication. Avoid language and content that potentially excludes, isolates, demeans, or disparages the dignity of individual coworkers or groups of coworkers in group and personal communications at work.
- d. Engage in respectful conflict when there are disagreements about workplace priorities, assignments, values, and interpersonal interactions. Employees may request support from supervisors, HR, or a representative of the Guild in facilitating respectful conflict resolution conversations.
- e. Use content warnings (CW) when, for operational reasons, it is necessary to share workplace communication that describes or relates to incidents of violence or includes violent or potentially disturbing language, images, or content.

- f. The practice of “calling out,” shaming, accusing, or humiliating other employees or staff for mistakes, miscommunication, missteps, failures of consciousness, or poor judgment, in shared or common workspaces, in public media, or when other people are present, is prohibited. Correcting mistakes, or “calling in,” may be initiated in private communication, and should be conducted in a manner that protects and promotes the dignity, inclusion, and understanding of all parties.

Section 2. Harmful Workplace Communication

- A. Mistakes and miscommunication.** Indivisible and the Guild acknowledge that everyone makes mistakes, and workplace communications can have a negative impact on other employees, even if that impact was unintended. Impacted employees may respond with personal feedback as provided in Section 1.B, or report the impact to their supervisor or HR. When a report of harmful workplace communication is made, the supervisor of the employee responsible for the occurrence will take timely action to address the matter and support the employee in understanding the impact of their actions and changing their conduct. Employees will not be penalized or disciplined for mistakes and miscommunication made in good faith. If when giving feedback, an employee's feelings are hurt or impacted, staff are expected to engage in empathetic and clear conflict resolution practices, including apologizing, among other things.
- B. Remedies.** If after an initial advisory conversation with a supervisor, an employee who continues to show a pattern of harmful miscommunication or toxic behavior will receive coaching.
 - a. Coaching is an informal discussion focusing on constructive feedback designed to improve personal or professional performance. It helps the employee get back on track and progress in their role. Examples include helping staff members learn a new skill, or finding a different way to accomplish a task. Disciplinary action as defined in Article 10. Job Security of this Agreement may result where an employee who has received coaching on a behavioral or communication issue continues to act in a way that is harmful to others, even if that is not their intention.
- C. Toxic Behavior.** In addition to behavior identified as harassing, discriminating, or bullying as defined by the characteristics listed in Article 5. Respect and Dignity of this agreement, other forms of

detrimental actions and behavior in the workplace may include:

- a. Failure to manage anger appropriately in the work environment
- b. Making comments that tokenize, offend or exclude a person
- c. Toxic humor based on reinforcing stereotypes and/or associated with historical or social oppression
- d. Dishonesty or deceptive actions to hide mistakes, deflect blame, or to put other employees at a personal or professional disadvantage
- e. Expressing criticism in an aggressive or abusive manner that humiliates or undermines another employee's dignity, or without offering workable suggestions for problem-solving and improvement
- f. Disclosing personal information or opinions another employee has shared privately or in a team, without the person's knowledge or permission
- g. Repeating misinformation or unfounded rumors about other employees
- h. Attributing bad motives, actions or values to another employee and sharing that opinion with coworkers in order to generate resentment against that person
- i. Exploiting or deliberately triggering a coworker's known vulnerability in order to make them compliant

Section 3. Reporting

A. Confidential Reporting: Employees will have access to anonymous and confidential reporting systems to provide written feedback on workplace issues, problems, and concerns to the Human Resources Department. If an employee chooses to report anonymously, it is with the understanding that this may hamper HR's ability to fully investigate and address the identified concern.

- a. Reporting forms or systems will be made available to all employees in an accessible format and location, and employees will be notified not less than once a month of the option to make a report and where and how to access anonymous and confidential feedback forms.
- b. Reports describing program failures will be forwarded to the

appropriate department director(s) for review.

- c. For serious violations such as discrimination, sexual harassment, or bullying employees are discouraged from using anonymous reporting, as Indivisible management policy is to discourage/eliminate these behaviors. Reports of discrimination, harassment, bullying, policy violations or inequitable practices, processes or treatment in the workplace will be promptly investigated. It is recognized that anonymous reports for these matters may be difficult, if not impossible, to investigate, and as such, the issue may not be resolved.
- d. No employee will be reprimanded or disciplined for making a good faith report, where the employee's identity is provided or known.

Section 4. Managing Conflict/Addressing Harm

Indivisible and the Guild acknowledge that different conflicts will arise in the workplace and that there is more than one way to address conflicts or harm caused to an employee as a result of workplace communication or conduct. It is assumed that all reports made to a supervisor and/or HR are made in good faith, unless proven otherwise.

- A.** When possible, employees will address conflict directly with other staff members to attempt to reach resolution. If an employee feels uncomfortable talking directly to the other staff person involved in the conflict, they can report the incident to their supervisor, another Indivisible supervisor, and/or HR for support in addressing the issue. Covered employees may request Guild representation, if they choose. In order to maintain or restore the working relationship, a staff member may ask for a 1:1 conversation with the person who harmed them and may request that an HR representative be present to help facilitate the discussion.
- B.** For more serious issues, such as those outlined in Section 3 (Reporting), notification will be made to HR and an employee can request Guild representation. HR will lead an inquiry to assess whether behavior(s) have occurred that are deemed unwelcome, discriminatory, harassing or toxic and determine a means/process to eliminate said behavior if found. Typical steps include, but are not limited to
 - a. Speaking with the employee who was harmed
 - b. Speaking with the employee who is reported to have caused the

harm

- c. Speaking to any other relevant parties
- d. Determining the appropriate course of action to correct behavior. If discipline is warranted, copies of any written disciplinary notices will be provided to the Guild within one business day.
- e. Notifying the appropriate individuals, including the employee who made the complaint, that the inquiry has concluded. Notification will not include specifics of findings or disciplinary action.

C. Where Indivisible management has evidence that a complaint was made in bad faith, Human Resources will provide copies of any written disciplinary notices to the Guild within one business day.

Section 5. Change Project Proposals

Within 3 months of signing this agreement, Indivisible will provide a standard proposal format and guidelines for employees who wish to propose a change project to improve the value and efficiency of a program, structure or operating system related to their working conditions, job responsibilities, department operations, or the individual's area of expertise. No employee who submits a change proposal will be reprimanded or penalized for identifying where there are problems or areas in need of revisions with programs or processes or proposing unconventional, controversial, or complex ideas to make improvements. Indivisible may decline, revise, or implement change proposals, at its discretion.

ARTICLE 28: RACIAL JUSTICE, EQUITY, AND INCLUSION

Section 1. Recruiting and Retaining Black, Indigenous, and People of Color, People with Disabilities, and other Minoritized Identities

Indivisible will maintain existing practices to recruit applicants who are Black, Indigenous, People of Color, 2SLGBTQIA+, disabled, or otherwise members of underrepresented identities. As part of that commitment, Indivisible will provide job applicants an opportunity to voluntarily disclose demographic data including race and ethnicity, disability status, and gender. Anonymous recruiting data, including aggregate demographic data where available, will be shared with the Guild on an annual basis.

Indivisible will develop and provide employees who participate in hiring panels interviewer training that will include a focus on unconscious bias.

Indivisible will continue its practice of not asking job applicants about their conviction record at the application or interview stage. Indivisible will not ask applicants about any arrests that did not lead to convictions. Pending criminal cases and convictions of a serious nature may be considered in hiring decisions, where relevant to the position.

Section 2. Fostering an Equitable, Inclusive, and Racially Just Organization

Indivisible will continue to maintain and support Employee Resource Groups (ERGs) for identities that are under-represented at Indivisible and/or historically marginalized, and provide all new employees with information about the ERGs during the on-boarding process. Employees may confidentially self-select into ERGs. When possible, space will also be made at conferences, retreats, and events for ERGs to meet in person. Indivisible will share with caucus leaders/leadership teams the process by which ERGs can apply for funds and how approval is determined.

Section 3. Reporting and Training

- Indivisible will continue its practice of creating and providing a copy of the annual report reflecting the diversity and racial composition of the organization's staff to the Guild. The annual report is created in the first quarter of the year for the preceding calendar year. Upon request by the Guild, a copy of the report will be provided to them.
- Indivisible will continue to maintain a regular internal training program to engage and educate employees on topics and best practices relevant to diversity, equity, and inclusion, which includes racial justice and principles of anti-oppression, in Indivisible's workplace and work.
- Additionally, in accordance with the provisions detailed in Article 17. Professional Development, qualifying workshops, seminars, conferences and courses related to developing their personal and professional skills for applying concepts and principles of anti-racism and anti-oppression in their work activities may be deemed an appropriate use of individual professional development benefits.

Section 4. ICE, CBP, DHS, and Law Enforcement Non-Cooperation

Where Indivisible controls the security decisions of a venue, Indivisible will not hire any armed personnel or security for any in-person event. For

Indivisible events where special security concerns are present, Indivisible will meet ahead of time with the Guild to discuss the security concerns.

Unless required by law-or where necessary to investigate a crime against Indivisible or an Indivisible employee, Indivisible will not give permission to federal, state, or local law enforcement (including ICE, CBP, DHS, and any other immigration enforcement bodies) to enter any space where bargaining unit employees are working. When such involvement is known ahead of time and in any instance for which it is lawful to do so and where consistent with its legal obligations, Indivisible will give advance warning of any involvement by law enforcement in organizational spaces.

Section 5. Building a More Inclusive Organization for 2SLGBTQIA+ Employees

Indivisible agrees to review internal benefit programs and create a resource that identifies information regarding potential services and options commonly accessed by 2SLGBTQIA+ employees. It is understood that only the benefit providers can speak to specific coverages available under the benefit programs.

Section 6. Building a More Inclusive Organization for Employees with Disabilities

Indivisible will consider inclusivity needs in designing events and extended meetings. During Indivisible events where staff are required to participate, Indivisible will create space for people to meet their needs and take care of themselves.

ARTICLE 29: DURATION AND RENEWAL

This Agreement will take effect as of August 31, 2022, and remain in effect until March 31, 2026. Within ninety (90) days prior to the expiration date of this Agreement, Indivisible or the Guild may initiate negotiations for a new Agreement. The terms and conditions of this Agreement shall remain in effect until such negotiations are lawfully terminated.

Agreed to this 18th day of August 2022.



Leah Greenberg



Ezra Levin



Dennessa Atilas



Natalie Dunn



Juliana Garcia



AJ Hedrich



Judith Stadtman



Eric Geist, WBNG Representative

APPENDIX A: STARTING SALARY CALCULATION

1. **Starting Salary Calculations:** Upon the ratification of this contract, Indivisible will use a standardized formula to calculate the starting salary or pay rate of new hires, and to calculate the adjusted pay rate at the time an employee is promoted. It will not be used retroactively or for current employees at the time of ratification.

2. **Work experience included wage calculations:** The following categories of work experience will be accurately assessed and applied to calculating the starting wages of Indivisible employees:
 - a. Full-time employment
 - b. Part-time employment
 - c. Contract and temporary employment
 - d. Self-employment
 - e. Paid internships/work study positions
 - f. Relevant volunteer experience

3. **Education credit:** Required and non-required post-secondary education will be included in starting wage calculations using the following table:

Education Type	Credits
Associate degree completed	2
Bachelor degree completed	4
Master or above degree completed	Based on length of program as stated by institution
JD completed	3
Uncompleted degree	1:1 for completed years of program

4. **New hires: base dollar factor for salary calculation.** To ensure conditions for wage equity for members of the bargaining unit employed prior to the ratification of this contract, Indivisible will use a base dollar rate to calculate the starting salaries for new hires. The base dollar rate will be set for each pay level, as follows:

- a. Level 1: \$49,500
- b. Level 2: \$53,000
- c. Level 3: \$60,000
- d. Level 4: \$70,500

No employee will be paid less than the minimum starting salary for their position.

5. Starting Salary Calculation: Formula

Experience Type	Weight Factor (%)	Dollars per year of experience
Full time relevant	100	1500
Full time non-relevant	25	375
Part time relevant (assumes 20 hrs/wk on average)	50	750
Part time non-relevant (assumes 20 hrs/wk on average)	12	180
Volunteer relevant (proration based on 40 hours per week)	25	375

Volunteer non-relevant (not factored into equation)	0	0
Full time Indivisible	200	3000
Per Education Credit, Education non-required (most positions)	12	180
Per Education Credit required (select positions)	50	750