

PRA-TNG CBA

Preamble

This agreement is made effective this 1st day of October, 2022, between Political Research Associates (“PRA”), a non-profit social justice organization, and the Washington-Baltimore News Guild (“the Guild”), chartered by the News Guild-Communication Workers of America (“CWA”) as Local 32035, for itself and on behalf of all the employees described in Article 1.

Article 1. Recognition/Coverage

Section 1. Recognition

PRA hereby recognizes the Guild as the exclusive representative of all employees in the bargaining unit hereinafter defined for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment.

Section 2. Bargaining Unit

The bargaining unit shall consist of: All PRA employees, regardless of geographic location or worksite, who are regularly scheduled to work twenty four (24) hours or more per week, excluding supervisory, managerial and confidential employees as defined in the National Labor Relations Act (NLRA), and shall also exclude positions that PRA and the Guild reach mutual agreement to exclude in the future. If PRA creates a new position that the Guild believes should be in the bargaining unit, PRA will meet with the Guild concerning the inclusion of the position in the unit.

Bargaining unit employees under Article 1, Section 2 are enumerated in Appendix A.

Section 3. Employees

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

Section 4. Volunteers and Interns

Volunteers who are not paid by PRA shall not be included in the bargaining unit.

Interns (including doctoral and post-doctoral interns) shall not be included in the bargaining unit, provided the internship is for educational and training purposes. At PRA, internships must be compensated by hourly wage (preferred) or stipend. The maximum term for an internship is up to twelve (12) months initially, with a six (6) month extension possible if mutually agreed by PRA and the intern. If an internship requires more than twenty four (24) hours of attendance weekly for longer than four (4) months, the stipend or hourly wage may not be less than \$17 hourly. Doctoral and post-doctoral interns include those who need to complete an internship as part of their degree program.

Section 5. Contractors and Fellows

For purposes of this Agreement, individuals on a fixed-term contract who work fewer than twelve hundred (1200) hours in a single calendar year are considered contractors or fellows and shall not be included in the bargaining unit. Fixed-term contracts are for a defined period up to twenty four (24)

months and eligible for extension not to exceed 6 months from the original end date to complete scope of work.

After thirty (30) months of continuous employment in a fixed term contract, PRA will not extend the individual's employment without offering a staff position at a minimum of twenty four (24) hours per week.

Article 2. Union Security Dues & Deduction

Section 1. Union Members in Good Standing

It shall be a condition of employment that all employees of PRA 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 by the thirty-first (31st) day following their first date 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, Commonwealth of Massachusetts, and state (and D.C.) laws.

Section 2. Dues

PRA shall, in compliance with all applicable law and on the basis of individually signed voluntary check-off authorization forms/cards provided to PRA by the Guild, deduct dues or fees equivalent to dues and assessments levied by the Guild for the current month. These amounts, not to exceed 1.44% of annual base-salaries, shall be deducted from employees' wages and sent to the Guild on a pay period basis. Deductions shall begin with the next full pay period following PRA's receipt of the check-off authorization.

Section 3. Payroll Deductions for CWA Political Action Fund

PRA shall provide for payroll deductions for the CWA Political Action Fund on behalf of employees who authorize such deductions in writing.

Section 4. Indemnity

The Guild hereby agrees to indemnify PRA and hold it harmless from all claims, demands, suits, damages, costs, fees or charges of any kind, or any other forms of liability which may arise out of PRA's implementation of this Article. PRA assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union agrees that it will indemnify and hold harmless from any claim, actions or proceedings by any employee arising from deductions by the Employer hereunder. Once deductions are remitted to the Union, it is understood and agreed that their disposition thereafter shall be the sole and exclusive obligation of the Union.

Article 3. Information Furnished to the Guild

Section. 1 Annual Information

PRA will furnish to the Guild annually the following information in connection with employees represented by the Guild:

- Name
- Start Date

- Job Title
- Classification
- Rate of Pay—hourly or salary
- Work location
- Date of Birth
- Ethnicity, if provided
- Gender Identity, if provided
- Home Address

Section 2. Monthly Information

PRA shall notify the Guild monthly in writing or electronically of:

- New bargaining unit employees, including all the information required in Article 3, Section 1.
- Changes in job title for bargaining unit employees, salary changes by reason thereof and effective date, and changes of the Supervisor for unit employees.
- Resignations, retirements, deaths, promotions, and/or transfers out of the unit of bargaining unit employees, and their respective dates.

Section 3. Notification of Changes

The Guild will also notify PRA in writing or electronically of any changes in its roster of Officers, Representatives, and Stewards, including any alternates, as soon as practicable, no longer than 30 days after such changes are made by the Guild.

Article 4. PRA Management Rights

PRA reserves, and the Guild recognizes, that PRA retains all management rights and prerogatives not expressly limited or modified by this agreement.

Article 5. Union Rights & Release Time for Union Representation

Section 1. Union Meetings

Subject to availability, PRA shall provide space and/or time along with the use of its communication technology for meetings of bargaining unit employees at mutually agreeable times. Employees shall be granted time off from their work, without loss of pay, to attend Union called meetings up to two (2) hours per month so that all bargaining unit employees can conveniently participate. During contract negotiation up to four (4) hours per month will be granted instead of a two (2) hour maximum during other periods.

Section 2. Conduct of Union Business by Designated Unit Employees

Upon advance notice, unit employees designated as Union Stewards and Officers shall be granted time off from their work, without loss of pay, to conduct necessary Union business and contract administration—inclusive of grievance handling—up to a maximum of 48 hours in total for all such Union activity by bargaining unit within a calendar year. No more than two (2) employees shall be entitled to Union activity/business leave pursuant to this subsection at any one time. The Guild shall notify PRA in writing/electronically of employees designated relative to this section. Advance notice, for the purposes of this section, shall equal an employee submitting a release time request via PRA's timekeeping system at least 24 hours in advance, if the time off is no more than 1.5 hours (90 minutes),

and at least 72 hours in advance, if the time off is more than 1.5 hours (90 minutes). Such requests will not be unreasonably denied.

Section 3. Participation on Union Negotiation Committee

A bargaining committee, whose size shall be either two (2) or three (3) committee members (although if the positions cannot be filled, one (1) member may suffice), may be designated by the Guild with employee consensus to be excused from their work, without loss of pay, to participate in the Guild's contract negotiating committee for a maximum of six (6) hours per week for the duration of contract negotiations. Negotiation leave available under this section shall be in addition to the Guild business leave under Article 5, Section 2. The Guild and PRA shall always notify one another in writing/electronically prior to the start of bargaining. Any time away from regular work activities must be approved in advance by the employees' supervisor(s), and such requests will not be unreasonably denied.

Section 4. Additional Union Release Time

The foregoing provisions in Sections 2 and 3 do not preclude both parties from agreeing to additional Union release time on a case by case basis. The designated Labor/Management Committee may review the adequacy of time provided under Section 2 of this Article at the end of the 1st year of the contract.

Article 6. Discipline and Discharge

Section 1. Initial Evaluation Period

All new employees shall serve a six (6) month Initial Evaluation Period, beginning on their first day of work. During the Initial Evaluation Period, PRA shall have the right to discipline or discharge the employee, and such discipline or discharge shall not be subject to the progressive discipline levels of this Article, nor shall it be grievable. Extended leave taken by an employee may extend the Initial Evaluation Period with notice to the Guild.

After completing six (6) months of employment, PRA will provide the employee with an evaluation and will indicate with notice to the employee and the Guild whether:

- The employee will be retained; or
- The employee will be terminated.

Section 2. Just Cause

There shall be no discipline or discharge without just cause of employees no longer subject to the Initial Evaluation Period.

Section 3: Progressive Discipline

Disciplinary action, when imposed, shall be implemented as quickly as possible in sequential and progressive stages from minor (verbal), to moderate (written warnings), to severe (termination) in order to bring about the necessary change in work habits. The provisions of this Article shall not be applied in an arbitrary or capricious manner. However, in some circumstances, actions or omissions that have resulted or will result in harm to the organization, or members thereof, may require imposition of moderate sanctions (Level 2) in the first instance. Discipline shall be applied within twenty (20) working days of the event(s), or the discovery of the event(s) giving rise to the discipline.

Nothing in this agreement limits PRA's right to discipline, suspend, or discharge an employee without progressive discipline in appropriate cases of gross misconduct.

Non-disciplinary coaching may precede or accompany the levels outlined below:

Level 1: Verbal Warning(s): The supervisor issues a verbal warning, which is documented in a clearly labeled email to the employee, HR, and the Guild.

Level 2: Written Warning(s): The supervisor issues a written warning to the employee, HR, and the Guild with a clear indication of the steps or actions the employee must take to correct the issue and the deadline for accomplishing them. PRA may place the employee on paid leave or suspend duties as part of disciplinary action or during investigation of an alleged infraction.

Level 3: Final Written Warning: The supervisor issues a final written warning to the employee, HR, and the Guild advising that failure to correct deficiencies and sustain satisfactory performance or conduct could result in termination. PRA may place the employee on paid leave or suspend duties as part of disciplinary action or during investigation of an alleged infraction.

Level 4: Termination Or Resignation in Lieu of Termination: The employee, HR, and the Guild shall be notified in writing at least two (2) weeks in advance of termination for progressive discipline with specifications of the facts alleged to constitute just cause.

These progressive discipline levels apply to work issues and conduct including but not limited to: failure to complete or perform duties as assigned; willful neglect or failure to communicate with supervisor(s); attendance violations; behavior that seriously interferes with the normal operation of the organization, or any members of the workforce; inappropriate use of work product or work equipment; other unsatisfactory performance, etc.

Section 4. Right to Respond

Any employee, subject to progressive discipline, has the right to submit a written response to accompany notice(s) of discipline in the personnel file.

Section 5. Notification to the Employee and the Guild

The Guild and the employee shall be notified in writing within 24 hours of Levels 1-3 discipline and two (2) weeks in advance of Level 4 termination. Notice to the employee may be provided orally prior to the written notice required in this Article.

Article 7. Grievance Procedure and 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

A grievance means a dispute or controversy arising out of or involving the interpretation, application, administration, or alleged violation of this Agreement, except as explicitly excluded from this Article. Grievance shall specify the name(s) of the grievant(s), the action(s) complained of, the approximate

date(s) on which the action(s) occurred, the provisions of the Agreement that the Guild contends have been violated, and the remedy sought.

Section 3. Grievance Filing Procedure

Any grievance must be filed with the Employer, in writing, by an affected employee (“grievant”) or by the Guild on behalf of the grievant, within 15 business days after the event or circumstance giving rise to the grievance (“occurrence”) or within 15 business days after the Guild becomes aware of the occurrence. In cases of harassment or discrimination, failure to file a grievance in a timely fashion in one instance shall not preclude filing a grievance on a similar issue which occurs subsequently.

Section 4. Grievance Resolution Procedure

The procedure for resolution of grievances is as follows:

Step One:

In an effort to resolve the dispute at an early stage, a meeting will be held between the Guild (by its steward and/or other representative), the grievant, and PRA’s representative within 15 business days of receipt of the written grievance. All efforts to rightfully adjust grievances shall be made on PRA work time.

Step Two:

Should the grievance not be resolved in Step One, the Guild may advance the grievance to Step Two by written notice to the Employer within 10 business days after the Step One meeting. If the Guild’s notice requests a Step Two meeting, the Employer and the Guild will meet within 10 business days of the request. If the grievance is not resolved at the Step Two meeting, the Employer will respond in writing to the Guild within 15 business days of the Step Two meeting (or, if no Step Two meeting was requested, within 15 business days after receiving the Guild’s Step Two notice). In the event a written Step Two response from the Employer is not received by the applicable deadline, the grievance shall automatically be deemed denied in writing as of that date and the Guild may move the matter to Arbitration.

Resolved grievances must be accompanied by a written agreement between the Guild and PRA.

Step Three:

Any grievance involving the interpretation, application, administration or alleged violation of this Agreement (but excluding renewal or extension of this Agreement), that is not satisfactorily settled at Step Two (in either meeting or written response) may be submitted to final and binding arbitration by a written Notice to Arbitrate served by either party on the other within twenty (20) business days of the Step Two response or in the event of an automatic denial by lack of a timely response, within fifteen (15) business days of the lapsed employer deadline. Failure to serve a written Notice to Arbitrate within the period outlined above will result in the dismissal of the grievance, with prejudice. The parties mutually recognize the importance of using this period to amicably reach a final resolution of the grievance and thus avoid arbitration. The parties may also agree to extend this period to permit further investigation, discussion, and negotiation for a possible resolution.

Upon receipt of a timely Notice to Arbitrate, the parties shall either (a) select an impartial Arbitrator by direct mutual agreement, or, if they cannot reach an agreement, then the Federal Mediation and Conciliation Service (FMCS) will be requested to designate a panel of arbitrators, and the arbitrator shall be selected by the parties alternately striking names from the list until one name remains and that person shall be the Arbitrator. The Arbitrator’s decision shall be final and binding. The Arbitrator shall have no power to add to, subtract from, alter, amend, or modify any of the terms and provisions of this Agreement.

All joint costs of such arbitration, for example, any FMCS fees, the fees and expenses of the arbitrator and hearing room costs shall be borne equally by the parties (the Guild and PRA, but not the grievant), except that no party shall be obligated to pay any part of the cost of a stenographic transcript without express consent. Each party shall bear the expenses it incurs solely on its own behalf (for example, witness expenses—excluding PRA employees who are witnesses—and attorney fees).

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

Article 8. Respect & Dignity in the Workplace

Section 1. Respect and Dignity

PRA and the Guild are committed to providing a work environment in which all individuals are treated with respect and dignity. PRA prohibits discrimination against or harassment of employees on the basis of race, color, sex (including pregnancy status), national origin, citizen status, religion, age, disability, veteran status, sexual orientation, marital status, relationship structure, personal appearance, family responsibilities, matriculation, gender identity or expression, body size, genetic information, or any other legally protected characteristic. Discrimination and harassment can affect any aspect of employment, including firing, pay, job assignments, promotions, or any other term or condition of employment.

Section 2. Defining Harassment

Harassment (both overt and subtle) is a form of misconduct that is demeaning to another person and undermines the integrity of the employment relationship or otherwise compromises the working environment. While harassment can happen between colleagues in any direction, from a senior individual to a more junior individual, or from a junior individual to more senior individuals, PRA recognizes that power imbalances derived from organizational hierarchy and/or the characteristics enumerated in Section 1 of this Article may factor into the overall context in which harassment occurs. Harassment can take many forms. Some examples include:

- Using racial epithets;
- Referring to foreign-born individuals using derogatory stereotypes;
- Disparaging an individual's religious beliefs;
- Making jokes implying that a person's age makes them less capable than younger workers or older workers;
- Intentionally or persistently using a name or pronouns in reference to a person that are contrary to the person's known self-identification; or
- Violence in the workplace, or engaging in threatening, intimidating, or hostile acts based on the characteristics enumerated in Section 1.

Other examples of prohibited harassment include:

- Making the physical or virtual work environment hostile by displaying or circulating written or graphic material that denigrates or shows hostility or aversion toward an individual or group based on a characteristic enumerated in Section 1 such that a reasonable person might find it to be offensive (excluding those required by the nature of our work investigating exclusionary and oppressive movements and institutions).
- Microaggressions: Incidents of harassment can take the form of microaggressions, which are among the most pervasive and damaging forms of harassment. Microaggressions are the everyday verbal, nonverbal, and environmental slights, snubs, or insults, whether intentional or unintentional, that communicate hostile, derogatory, or negative messages to target individuals

based upon their marginalized group membership. An example would be routinely and with negative effect impeding the work of colleagues who are members of a protected class.

- Sexual harassment: Sexual harassment is illegal and contrary to the policies of PRA. PRA strives to foster a work environment free of sexual discrimination, intimidation, exploitation, and insult. Anyone, regardless of gender or sexual orientation, can commit a violation, and anyone, regardless of gender or sexual orientation, can be the subject of harassment.

PRA prohibits any employee from making unwelcome and unsolicited sexual advances or engaging in other verbal or physical conduct of a sexual or gender-biased nature, when an individual's submission to that conduct is made explicitly or implicitly a term or condition of that individual's employment, or when that conduct creates an intimidating, hostile or offensive working environment.

Examples of more sexual conduct prohibited by this policy include, but are not limited to:

- Engaging in unwelcome sexual flirtations, advances, or propositions;
- Touching a coworker inappropriately;
- Displaying sexually suggestive objects or pictures in the workplace (excluding those required by the nature of our work);
- Engaging in derogatory stereotypes about members of a particular gender;
- Telling obscene jokes or making sexually suggestive gestures or comments;
- Non-consensual discussion of sexual activities;
- Making sexually derogatory remarks or graphic verbal comments about an individual's clothing or body;
- Intentional or persistent misgendering of colleagues;
- Making unsolicited comments about people's bodies and their gender-expression;
- Accessing pornographic websites while in the workplace or during working hours;
- Ogling; and
- Offering job advantages in return for sexual favors.

Sexual harassment is a form of sex discrimination. It can take many forms, including physical contact, verbal comments, written communications, or other conduct. Sexual harassment does not have to be sexual in nature; non-sexual contact, comments, or conduct can still—depending on the circumstances—create an uncomfortable, intimidating, offensive, or harassing and discriminatory environment or experience.

Section 3. Complaint, Investigation, & Resolution Procedures

All employees are expected to abide by the Respect and Dignity in the Workplace policy with respect to their own conduct, whether interacting with co-workers or others. Any staff member who believes that they have been the target of any type of workplace harassment, discriminatory conduct, workplace violence, or unprofessional conduct, or who witnesses or otherwise believes that another PRA employee has been the victim of such treatment, are encouraged to inform HR. Whenever possible PRA will endeavor to center the agency and consent of the person(s) harmed. Staff members who believe they have been the target of discrimination or harassment may request counseling for themselves, mediation between the parties at any time to repair trust or increase safety and understanding in the workplace. Whether or not employees pursue internal remedies, they retain all rights under the law to take any form of legal action.

Depending on the severity of the violation, options for redress and repair may include (but are not limited to):

- Counseling;
- Mediation;

- Filing a grievance under Article 7;
- Filing a police report.

If PRA determines that an investigation is necessary, the complaint will be promptly and thoroughly investigated by HR within 15 business days in as confidential a manner as is practical, appropriate, and legally permissible. If the accused is the individual who normally conducts the investigation and presents a conflict of interest for PRA, PRA will assign the investigation to a different management employee, or an outside party, if mutually agreed upon by the Guild and PRA, may be engaged at PRA's expense. Outside investigations may require more than 15 business days. HR will share summary findings with the complainant and the Guild in a timely manner. Except where required by law, all disclosures related to the investigation must be approved by the employee submitting the complaint.

Where a staff member submits a formal complaint to HR, PRA will provide prompt written notice to the employee of their right to Guild representation and the name of the Union Head Steward. Where a staff member is the subject of a complaint for which a formal investigation process has been initiated, PRA will provide notice to the Guild concurrent with notification to the subject of the complaint.

Section 4. Anti-Retaliation

PRA prohibits any kind of retaliatory act against an individual who has complained about discrimination, workplace violence, perceived unlawful behavior, or unprofessional conduct, or who provided information as a witness in the investigation of such a complaint, or who otherwise engaged in any other legally protected conduct (either internally or to an appropriate governmental authority). Retaliatory acts include any materially adverse action taken because an individual has in good faith made a complaint under this policy, assisted another in making such a complaint, participated in an investigation of a complaint, or engaged in other protected activity, if such action would be likely to dissuade a reasonable employee from stepping forward or speaking up. Employees who have concerns about retaliation outside of a pending investigation should contact HR and/or utilize the grievance procedures detailed in Article 7.

Article 9. Hiring

Section 1. Hiring Practices

PRA and the Guild are committed to non-discriminatory, and diversity and inclusion-promoting hiring practices and policies. We are likewise committed to providing internal opportunities for Bargaining Unit employees. Toward that goal:

In hiring, all qualified applicants will receive consideration for employment without regard to race, color, sex (including pregnancy status), national origin, citizen status, religion, age, disability, veteran status, sexual orientation, marital status, relationship structure, personal appearance, family responsibilities, matriculation, gender identity or expression, body size, genetic information, or any other legally protected characteristic. PRA is committed to providing access, equal opportunity and reasonable accommodation for individuals with disabilities in employment, programs, and activities.

PRA will continue to seek a diverse pool of applicants and will actively recruit women, transgender, genderqueer and gender nonconforming people, persons of color, and members of other groups historically underrepresented in journalism and social science research fields by direct outreach and communicating with identity-based associations and related networks about all positions covered by this Agreement. At least two (2) candidates from groups historically underrepresented will be interviewed for any Bargaining Unit position.

All postings or announcements of Bargaining Unit job openings will include the following sentence: "This job is covered under the terms of a collective bargaining agreement with the Washington-Baltimore News Guild, CWA Local 32035." Job posting advertisements will include salary range and benefits offered.

PRA does not require specific degrees or a criminal background check unless they are directly necessary to perform the job. PRA job postings will disclose these special requirements and applicants will be asked to provide consent before a check is conducted. If an applicant is denied an offer of employment due to a failed background check, PRA will inform the applicant and allow them to provide evidence to the contrary.

Applicants shall be selected based on their overall qualifications for the position and potential to fulfill the duties and responsibilities of the role as determined by PRA, including relevant professional and lived experience, skill and job-related knowledge, qualitative interview(s), and references.

The protections outlined in this Agreement extend to employees who are hired pursuant to an employer-sponsored visa with a limited duration, or whose employment is subject to other visa requirements and/or legal restrictions relating to immigration status and eligibility to work in the United States, to the extent allowable under relevant laws.

PRA Human Resources will monitor all hiring and onboarding progress and periodically review to ensure compliance with this agreement and relevant laws.

Section 2. Internal applications

PRA encourages and fosters employee growth and welcomes internal applications.

PRA will notify all employees, by email, and/or similar method at least three (3) days prior to advertising a vacancy or newly created position it intends to fill through an open hiring process.

Employees may apply for open positions by submitting their application via the standard hiring platform and according to advertised hiring procedure. All internal applicants will be guaranteed an interview with the hiring committee. If multiple internal applications are present for an opening, they will be reviewed in the order the application was received.

Internal applicants are expected to continue to perform their current role during an open hiring process and their status as an internal applicant will not be used to benefit or detract from their current role. Supervisors are instructed to view an employee's interest in and/or application for an open role as appropriate growth-seeking activity and provide reasonable schedule accommodation for interviews. Internal applicants are not eligible to serve on the hiring committee for the open position they are seeking and are instructed to refrain from extraneous communication about the open position or their candidacy, including attempting to access information about other candidates or the disposition of the committee.

Qualifications for a position shall be determined by PRA. Where in PRA's judgment the qualifications of an internal applicant and an outside applicant are substantially equal, PRA will offer the position to the internal candidate.

If an internal applicant is not awarded the position, PRA will provide written notice to the employee and the Guild at least two (2) days before the position is filled, including the reason(s) for non-selection.

Section 3. Onboarding procedures

PRA will establish a core onboarding process for new staff that uniformly includes HR orientation, initial meeting(s) with supervisor and team, introductions to other staff, and time to review PRA forms and education materials. Additional onboarding activities will be tailored to the needs of the individual employee and their PRA team. Core onboarding and a summary of additional activities will be provided within the first ten (10) days of employment. By the conclusion of the probationary period outlined in this agreement, the employee will have successfully completed all onboarding activities and have a detailed work plan and job description signed by the employee, their supervisor, and PRA senior management. All onboarding activities are considered PRA work time.

Section 4. Professional Development and Advancement

PRA is committed to providing opportunities for career advancement, including pathways for promotions and/or transfers to new teams and departments. Additionally, all staff will have access to professional development opportunities.

Opportunities and pathways for career advancement will be regularly and openly communicated to employees. A summary of advancement opportunities will be provided in conjunction with staff retreats and annually as part of individual employee performance evaluations.

PRA may require or encourage professional development for employees in the form of courses, seminars, trainings, workshops, conferences or time spent with a professional coach/mentor that will assist and/or improve their skills, job performance, or relationships at PRA.

In addition to PRA-sponsored professional development opportunities, supervisors will work with employees to develop a professional development plan that addresses individual and team goals. Progress towards these goals will be assessed as part of the employee's performance evaluation on an annual basis.

Professional development activities must have written approval from PRA in order to be considered regular work time. PRA will cover expenses for approved professional development activities according to annual budget allocations and availability of other funding.

Article 10. Performance Evaluation

PRA is committed to providing employees with regular feedback on the quality of their work. In addition to the initial evaluation outlined in Article 6, employees will receive a formal annual performance evaluation by their supervisor, reflecting the employee's success and effectiveness meeting the duties in their job description, identifying individual goals and assessing progress related to them, and identifying any areas for improvement. The evaluation will also include a review of the employee's job description and modifications, if necessary.

The annual review will include a written self-evaluation by the employee, a written evaluation by the supervisor, and a meeting between the supervisor and employee approximately two (2) weeks after the written evaluations are completed to review and discuss the feedback. Within two (2) weeks of the meeting, the results of the performance evaluation process, including a written response from the employee if submitted within this period, will be filed in the employee's personnel file. Discipline and discharge provisions are outlined in Article 6.

Employees will also have the opportunity to provide confidential input during their supervisor's and the Executive Director's regular performance evaluations.

Article 11. Personnel Files

Section 1. Maintenance of Files

In compliance with state regulations, PRA will maintain personnel records for current and former employees. The record will include the employee's name, address, and date of birth; job title and description; rate of pay and any other compensation paid to the employee; starting date of employment; the job application of the employee; resumes or other forms of employment inquiry submitted to the employer; and all employee performance evaluations, including but not limited to, employee evaluation documents; disciplinary notices; lists of probationary periods; waivers signed by the employee; copies of dated termination notices; and any other documents relating to disciplinary action regarding the employee.

Employees may request access to their personnel file and copy of its contents from Human Resources at any time for matters related to discipline and discharge. Otherwise, employees are guaranteed access a minimum of twice per year to their entire personnel file and PRA will make every reasonable effort to accommodate additional requests for access. Employees may request that a copy of their file be shared with the Guild.

An employee has a right to respond in writing to any material in the employee's official personnel file. The employee shall receive a copy of any material related to discipline or job performance that is put into their official personnel file at the same time that such material is placed in the file.

Article 12. Intellectual Property

Section 1. Definition of Work Made for Hire and Work Product

In accordance with the Copyright Act, all work prepared by employees during the scope of employment is work made for hire, referred to collectively as "Work Product." Scope of employment refers to all activity during working hours (including OT for non-exempt staff or during comp time eligible extended schedule) from date of hire through date of termination.

Section 2. Use of Work Product

All employees shall execute an intellectual property agreement that acknowledges that all Work Product developed or produced by Employee during Employee's scope of employment by PRA constitute works made for hire. The decision whether or not to publish or make available any Work Product is within PRA's sole discretion and no royalty or other consideration will be due to any employee as a result of PRA's efforts to publish, make available, or market any such Work Product. An employee's by-line shall not be used over the employee's protest, and PRA will not remove a by-line from an employee's published work without cause.

Section 3. Prior Work Product

It is understood and agreed that Section 2 shall not apply to any original works of authorship, developments, or improvements which were conceived in whole or in part by the employee prior to their employment with PRA to which they have any right, title or interest (collectively, "Prior Work Product").

Section 4. Outside Activities

PRA recognizes that employees often pursue opportunities for engagement outside their formal work at the organization during personal time. Both PRA and the Guild recognize the desire to support employees in pursuing such opportunities, while recognizing that such outside activities may present challenges or potential conflicts with their PRA work.

During their personal time, employees may engage in voluntary or paid outside activities, including writing for other publications, provided that: (a) such activity does not interfere with performance of the employee's work for PRA—including substantial reduction of availability during office hours as defined in Article 14; (b) does not violate PRA's conflict of interest or ethics standards or jeopardize PRA's position; (c) such other publications or entities do not directly compete with PRA; and (d) the employee does not exploit their employment status with PRA in connection with such outside writing or activities. Employees whose job responsibilities involve regular writing, publication, and/or serving as a spokesperson for PRA must disclose outside activities on topics that fall within their PRA responsibilities. Examples of outside activities that should be disclosed by employees include but are not limited to writing of books or articles on subjects within PRA's purview and teaching or lecturing engagements. Employees must notify their supervisor and/or HR if they have reason to believe their activities may be subject to any of these provisions. PRA encourages employees, without risk of discipline, to inquire in advance about application of these standards to their particular circumstances. Failure to provide advance disclosure of activities subject to these provisions may result in disciplinary action.

Unless otherwise agreed and according to the provisions outlined above, employees may pursue outside activities on their own time, retaining any remuneration, and PRA will have no claim to intellectual property resulting from said engagement. PRA will strive to support an employee's desired outside activities to the extent that they do not present a conflict with PRA's work, the employee's work hours, or their ability to complete their PRA work. Any denial by PRA of an outside activity must be submitted in writing to the employee and HR within 15 days of the original notification and will be added to the employee's personnel file. As a courtesy, PRA will strive to review urgent inquiries as quickly as possible where 15 days advance notice is impractical or impossible. Decisions to permit an outside engagement may be revisited, revised, or rescinded at any time on notice to the employee and the Guild if the activity presents a conflict. The employee will be given the opportunity to promptly remedy the conflict before PRA rescinds permission for the desired activity.

PRA may require employees to sign individual disclosure statements relating to existing outside employment, activities, and organizational affiliations (such as board service), subject to the organization's ethics or conflict of interest guidelines. Upon receipt in writing of the description or notice of the outside activity, PRA shall notify the employee and the Guild in writing of its approval or disapproval within 15 days. Approval shall not be unreasonably withheld.

Employees are subject to PRA's conflict of interest guidelines and ethics standards. During the term of this Agreement and during any hiatus period after the Agreement's expiration PRA may set new and modify existing conflict of interest guidelines and ethics standards, consistent with the terms of this collective bargaining agreement. All parties commit to acting in good faith.

Section 5. Permissions

PRA retains all rights to Work Product. Six (6) months after the end of employment, unless prohibited by terms of grant agreements or other restricted cases, PRA will grant authors non-exclusive permission to reprint or excerpt Work Product for publication outside of PRA with prior notice to PRA and full attribution required. The use of Work Product in anthologies or collections requires advance written

approval. Such requests shall not be denied unreasonably, and PRA shall respond to such requests within 30 business days.

Nothing in this Article shall prohibit PRA from voluntarily extending additional rights to the employee over their Work Product.

Article 13. Surveillance

There shall be no secret surveillance of employees nor shall electronic surveillance, tape recordings, telephone monitoring systems, surreptitious monitoring of employees' electronic files or voice mail, or similar procedures or devices be used. It is understood that an employee's electronic work files and work emails are open and available for inspection by PRA.

Having cameras on during video conferences with PRA colleagues contributes to effective communication and may help accommodate hearing disabilities for those who rely on lip reading. Sometimes having cameras on is not possible or advisable. PRA will not unreasonably compel an employee to have their camera on or subject them to disciplinary action on this basis.

Article 14. Work Schedules, Flexibility, and Environment

Section 1. PRA Office Hours

PRA's office hours are 9:00 am-5:00 pm ET, and employees are generally expected to be available for PRA work during these hours. Recurring meetings, including full staff meetings, team meetings and collaboration, and individual supervisory meetings, are required and vital to achieving individual and organization objectives. All parties should seek to schedule meetings in advance, when possible, and organizers of recurring meetings will endeavor to take scheduling preferences of participants into account. Supervisors and supervisees should work together to meet everyone's scheduling needs for meetings, work, and communication to the greatest extent possible. Occasional exceptions to these hours will be permitted, including Board and staff retreats and work emergencies. Nothing in this clause shall prohibit staff members from meeting outside these hours when mutually agreed.

The nature of PRA's mission sometimes requires staff to work hours in excess of a standard workweek to address emergencies requiring timely analysis and communications, or attendance at events. In such instances, PRA's compensatory time policies apply. To address emergencies, PRA will first seek staff volunteers with relevant expertise, and PRA will not unreasonably compel staff to engage in extra hours. Employees will not face discipline for declining to accept emergency assignments requiring extra hours or for not responding to requests during non-working hours.

Section 2. 32 Hour Work Week Pilot

PRA will pilot a thirty two (32) hour workweek commencing within the first six months of the CBA period. A 32-hour workweek shall mean four (4) eight (8) hour days in a Monday - Friday period. Management will set the recurring excluded day of the week (Monday or Friday). Management will not change this schedule any more often than every six (6) months during the pilot period. Wages, eligibility for benefits, and roles will not change as a result of the PRA workweek pilot program. Employees will be eligible for overtime in accordance with the Fair Labor Standards Act (FLSA). Compensatory time policies will apply to hours worked in excess of the PRA workweek.

Management is permitted to schedule a limited number of 40-hour workweeks in up to 25% of weeks per calendar year. The scheduling of these 40-hour workweeks shall be communicated to staff at least thirty

(30) days in advance of foreseen events (examples include Board and staff retreats, budget planning, and election seasons that require significant timely analysis and communications).

The pilot 32-hour workweek will be evaluated in the last six (6) to twelve (12) months of the CBA period. Metrics for evaluating the pilot must be developed with a labor-management committee before the pilot period begins. Management representatives shall not outnumber unit members on this committee and the same committee will participate in the evaluation and make follow-up recommendations.

Section 3. Compensatory time

Compensatory time policies will apply to hours worked in excess of the PRA workweek. If an employee is required to work additional hours, the employee is eligible for equivalent compensatory time in one (1) hour increments, which must be accommodated and used within 30 days. Compensatory time will be subject to standard time tracking practices and administered in PRA's HR portal.

Section 4. Flex time

Employees may determine their own hours within the PRA workweek, as long as the hours meet the needs of PRA, the team, and the working relationships within and between departments. Supervisors and Directors are responsible for determining if needs are being met. Participation in the flex time program does not alter an employee's responsibility to develop, nurture, and maintain their relationships with colleagues, affiliates, and partners.

Regular flex time work arrangements that would make an employee unavailable for work or meetings more than one (1) hour at a time between 9:00 am – 5:00 pm ET on workdays require supervisor approval and notice to HR. The supervisor and employee should meet to discuss details, schedules, and deadlines. Employees may request a flex time arrangement on grounds of disability accommodation under federal or state law. Flex time requests will not be unreasonably denied. Any rejection, modification, or termination of a flex time arrangement must be made in writing to the staff member and include an explanation for the change. Employees may contact HR to appeal any rejection, modification, or termination of the flex time arrangement or to address a supervisor's delayed response to requests.

Section 5. Overtime

PRA employees are required to maintain and submit accurate timesheets, recording their time worked each pay period.

Exempt staff are labeled as such because they are exempt from the overtime and minimum wage provisions of the Fair Labor Standards Act ("FLSA"). Non-exempt staff are covered by (not exempt from) the overtime and minimum wage provisions of the FLSA. In all cases, classification of an employee as exempt or non-exempt is based on the legal standards set forth by the FLSA and applicable state law.

Non-exempt staff are eligible for premium overtime pay in accordance with the Fair Labor Standards Act or applicable state law. Such employees are also eligible for compensatory time for approved hours worked beyond the work week that fall below the FLSA 40-hour overtime threshold.

No overtime hours may be worked without approval in advance, in writing, by the employee's supervisor.

Section 6. Telecommuting

Telecommuting is defined as performance of job responsibilities from a remote location. Telecommuting employees are required to respond to emails, phone calls, and work demands in the same timely manner

as when they work in the PRA office. All employees may be expected to travel to the Boston area several times per year at PRA's expense to participate in meetings, trainings, or other PRA activities.

Partial telecommuting

All employees have the option to work remotely on occasion (partial telecommuting), so long as their responsibilities as outlined in their current job description and workload are met.

Partial telecommuting more than one (1) day per week requires a schedule to be reasonably agreed upon in advance between the employee, their supervisor, department director, and HR.

Full telecommuting

Full telecommuting arrangements where the employee is based outside of commuting distance to the PRA office are at the discretion of PRA. PRA may hire certain employees to work remotely under a full telecommuting arrangement. Employees seeking to relocate for personal reasons may request a status change to full telecommuting. Approval is subject to PRA review of whether the responsibilities of the role may reasonably be performed remotely, and whether the organization can maintain local staffing levels adequate to sustain PRA as a thriving organization. Full telecommuting arrangements will require that the employee is in good standing. If approved, full telecommuting agreements are initially valid for a period of two (2) years. If the full telecommuting arrangement remains feasible and both parties agree to either an extension or a permanent adjustment, PRA will document the arrangement and provide a copy of the agreement to the employee and update the employee's personnel record. The new agreement shall contain language indicating that it modifies and supersedes the prior agreement. Both the employee and PRA commit to providing no less than three (3) months' notice prior to the effective date of any proposed amendment, except in emergencies. If an employee requests a full telecommuting arrangement (under non-emergency circumstances), management will provide a response within one (1) month.

Certain positions may not be eligible for full telecommuting arrangements. These restrictions will be clearly outlined in a job offer letter or revised job description agreement (mutually agreed in the event of a change in roles). Restrictions outlined in a job offer letter do not preclude said employee from requesting a status change to full telecommuting.

PRA will notify and send signed copies of any telecommuting agreements to the Guild.

Section 7. Equipment and accessibility

PRA provides employees a safe and healthful work environment. PRA's office is wheelchair accessible, and workspaces include a desk, adjustable chair, lamp, and communal printer/copier available for every employee. All employees are issued a computer for use while they are on staff at PRA. Employees who require additional adaptive equipment or modifications to their workspace including but not limited to glare reduction screens, lumbar support, ergonomic keyboard, ergonomic mouse, or foot rest need to contact HR to obtain the appropriate equipment necessary to perform their job function.

PRA is responsible for maintaining, repairing, and replacing PRA-owned equipment. In the event of equipment malfunction, loss, or theft, the employee must notify HR/Operations immediately. All equipment, records, and materials provided by PRA shall remain PRA property and must be returned upon request.

PRA will not reimburse maintenance or repairs of privately-owned equipment; utility costs; equipment/supplies not requisitioned through PRA; or purchases not approved in advance.

Article 15. Paid Time Off

This article outlines paid time off PRA employees are eligible to use in addition to the eight (8) hours of paid time off per week employees are granted during the 32-hour work week pilot period. Unless otherwise specified, paid time off is equal to 100% salary.

Section 1. Health and Wellness Leave

PRA is committed to supporting the wellness of its staff, whether to recover from the occasional illness or to manage disabilities and chronic health conditions. Our Health and Wellness Leave policies are responsive to these different kinds of needs. As of January 1, 2023, full time PRA employees accrue six (6) hours paid health and wellness time off per pay period. Part-time employees working 24 hours or more per week accrue health and wellness leave on a prorated basis. The maximum unused health and wellness paid leave an employee may accrue is 200 hours.

Approved uses for Health and Wellness Leave include medical/dental/vision appointments, treatments, and procedures; diagnostic testing, exams, and lab-work; mental health, eating disorder, and addiction counseling, therapy, and treatment; and/or other personal health and wellness practices. Employees are responsible for informing their supervisor when they will be unavailable and must record their health and wellness time accurately according to standard timekeeping practices. With as much advance notice as possible, employees are expected to communicate with HR and their supervisor if they will be absent for more than three (3) consecutive days in order to review benefits and discuss coverage and/or adjustments to assignments.

In addition to Health and Wellness Leave, employees at PRA may use Flex Time (Article 14, Section 4) to adjust their schedule to care for or address ongoing health conditions and/or disability. Flex time requests will not be unreasonably denied. In cases where an employee is unable to provide official medical documentation, HR will consider alternative documentation provided by the employee to support the employee's request for a flex time arrangement that would make them regularly unavailable for more than one (1) hour at a time during PRA office hours.

PRA will advance up to 20 hours of health and wellness leave for new employees who have not yet banked sufficient time off within their first three (3) months of employment.

Employees may be eligible for additional leave under applicable short-term disability, long term disability, and/or Paid Family Medical Leave policies.

Upon termination of employment, employees will not be paid for unused health and wellness leave.

Section 2. Paid Family Medical Leave

Paid family and medical leave (PFML) provides eligible employees with up to twelve (12) weeks of job-protected, paid family leave, up to 20 weeks of job-protected, paid medical leave, or an aggregate of up to 26 weeks of combined family and medical leave in a benefit year. A benefit year is 52 weeks starting on the Sunday prior to the first day of paid leave through any PFML program. Employees can take more than one kind of leave in a benefit year, but the maximum amount of paid leave one can take in a benefit year is 26 weeks, and neither individual leave can exceed the limitations outlined above.

Employees can take PFML three different ways:

- Continuous leave: A single time period of consecutive, uninterrupted days

- Reduced leave: A consistent but reduced schedule for multiple weeks
- Intermittent leave: Multiple episodes of time off, which may be irregular or unexpected

Massachusetts Department of Paid Family Leave is responsible for determining eligibility. Currently, to be eligible to receive paid leave under PFML, an employee must have earned at least \$5,700 in the previous twelve (12) months, and the employee must have earned at least 30 times the benefit amount that the employee is eligible for. PFML eligibility is not dependent on how long an individual has worked for a current employer. Any changes to eligibility criteria under the law or regulations will be implemented into this Agreement. PRA will notify the Guild and provide an opportunity to discuss.

Employees should provide 30 days' notice to PRA before beginning a PFML application for a planned event, like an elective surgery or the birth or placement of a child, or as soon as possible for an unexpected or unplanned life event.

Qualifying reasons to take PFML:

- Caring for employee's own serious health condition as certified by a health care provider, including illness, injury, or pregnancy/childbirth/miscarriage (up to 20 weeks of paid medical leave);
- Caring for a family member with a serious health condition as certified by a health care provider, including illness, injury, or pregnancy/childbirth (up to twelve (12) weeks of paid family leave);
- Bonding with one's child during the first twelve (12) months after birth, adoption, or placement (up to twelve (12) weeks of paid family leave);
- Caring for a family member who was injured serving in the armed forces (up to 26 weeks of paid family leave); and
- Managing affairs while a family member is on active duty (up to twelve (12) weeks of paid family leave)

During PFML's required 7-day waiting period, employees may use their available Health and Wellness leave and are afforded job protection.

Eligible employees can take paid family leave to care for a family member with a serious health condition no matter where the family member lives.

A serious health condition is a physical or mental condition that prevents employee from doing their job for more than three (3) consecutive days, and requires ONE of the following:

- Overnight stay in a medical facility;
- Two (2) or more treatments by a health care provider within 30 days of whatever prevented employee from doing their job; or
- At least one (1) treatment by a health care provider within 30 days of whatever prevented the employee from doing their job, with plans for continued treatment, including prescriptions.

After PFML is exhausted, employees bonding with a child during the first 12 months after birth, adoption or placement may elect to add available accrued Paid Vacation Leave and/or a continuous or intermittent month of unpaid leave of absence without forfeiting employer-paid health insurance or other benefits provided to PRA employees.

Upon their return to the workforce, an employee who has taken PFML must be allowed to return to their previous position, or a position of similar responsibility and compensation, unless similarly situated coworkers with similar experience and status were laid off during the leave due to economic conditions or other changes. Refer to Article 19: Reduction in Force details additional layoff guidance.

If an employee's application for PFML due to caring for their own or a family member's serious health condition as certified by a healthcare provider is fully or partially denied, PRA will cover the amount of leave denied to the employee up to a maximum of four (4) weeks.

Section 3. Bereavement Leave

PRA employees may use up to eight (8) paid regular working days for the death of a loved one. In cases where travel for bereavement purposes is particularly time-intensive, an employee may request that condolence leave be extended for an additional two (2) days with approval from HR.

Section 4. Paid Vacation Leave

Full-time employees earn 15 vacation days per year, during the first 24 months of continuous employment. After 24 months of continuous employment, 20 vacation days per year are earned. Vacation earnings of part-time employees working 20 hours per week or more will be prorated.

Vacation leave is accrued and credited bi-weekly. Use of vacation time must be scheduled with the employee's supervisor at least one (1) month in advance. Requests made less than 30 days in advance will receive consideration.

No more than ten (10) vacation days may be carried over into the next calendar year (pro-rated for part-time employees). Upon termination of employment, the employee will be compensated for any earned unused vacation leave.

Vacation time is earned during a new employee's probationary period. However, no vacation time may be taken until three (3) months of service have been completed (unless otherwise negotiated at time of hire).

Section 5. Civic Duty Leave

For employees serving on a jury, PRA provides up to one (1) month of civic duty paid leave. In the unlikely event that an employee must serve beyond one (1) month, PRA will allow unpaid leave to be taken for the remainder of jury service.

PRA will also compensate employees for two (2) hours' time off for voting in local, state, and federal elections. Employees can elect to use this time on election day, for early voting, or for filling out an absentee ballot. Employees will endeavor to request civic duty leave seven (7) days in advance when possible.

Section 6. Sabbatical Leave

Any full time employee or part-time employee (prorated) who has completed five (5) years of continuous employment is eligible for a two (2) month paid sabbatical (separate from accumulated vacation time) during which time they shall have no job responsibilities at PRA. Five years after completing a sabbatical, a staff member who has been continuously employed will be eligible for a subsequent, four-week paid sabbatical (separate from accumulated vacation time).

Employees taking unpaid (or otherwise negotiated) leave for a cumulative period of no more than six (6) months will be considered continuously employed for the purposes of this section.

Paid sabbatical leave must be requested in writing six (6) months in advance and approved first by the direct supervisor with final approval by the Executive Director (ED). The Board of Directors/Executive Committee approves ED sabbaticals. Extenuating factors (e.g., budget, timing, requests for multiple

sabbaticals during the same period) may prevent the approval of a sabbatical for the dates it was requested, but eligible staff will not be unduly prevented from taking a sabbatical within twelve (12) months of the leave dates they initially proposed.

Approval and dates of the sabbatical shall be documented and become part of the personnel file. Once a sabbatical is approved, a plan for coverage of the work during the staff member's absence should be developed and approved at least one (1) month prior to the leave date.

The two (2) months of sabbatical must be taken at one time. All benefits will be in effect during the sabbatical period including accrual of vacation, personal and sick days. However, vacation days may not be taken for at least six (6) weeks after returning from sabbatical nor six (6) weeks prior to sabbatical leave, except in special circumstances, with approval from supervisor.

The intent of this sabbatical policy is to help staff revitalize themselves, and it is hoped and encouraged that staff return to PRA for at least one (1) year upon completion of the sabbatical.

Staff members who leave, are terminated, or laid off before the paid sabbatical leave is taken will not be compensated for the sabbatical leave upon separation.

Article 16. Holidays and Office Closures

Section 1. Holidays

PRA provides staff fifteen (15) paid holidays per calendar year with the following conditions:

- Twelve (12) dates (prorated for part time employees and new hires) are selected by the employee by December 1 for the following calendar year.
- Three (3) dates are set by PRA. They may include:
 - Martin Luther King's Birthday
 - New Year's Day
 - Juneteenth

In addition to these fifteen (15) days, employees may take additional holiday time off by using earned paid time off or unpaid time off. These dates should also be submitted to HR by December 1st each year in order to be considered holidays for the next calendar year. Requests of more than three (3) consecutive dates in a week are subject to supervisor approval. PRA honors all elective holiday observances equally and employees are excused from attendance at PRA events and deadlines on approved holidays.

Section 2. Office Closures

PRA will be closed for business for the three paid holidays set by PRA. PRA will close the office for an additional five days per calendar year set in advance by management, traditionally these dates have been December 26-31. Staff required to work during this period will earn compensatory time off.

Article 17. Compensation

Section 1. Salary Tiers

PRA shall institute salary tiers for all bargaining unit staff, according to the matrix below. Within six (6) months of adoption of this contract or the start of PRA's next fiscal year, whichever is sooner, PRA will

make a one-time adjustment to bring all salaries up to at least these new minimums. The minimum compensation for each tier will increase yearly by the Cost of Living Adjustments (COLA) in Section 3. No bargaining unit tier will have a maximum.

Tiers are assigned by PRA on a reasonable basis at time of hire via job offer (or start date of this agreement) and adjusted as needed at the start of the fiscal year due to advancing years of experience or job promotion to a new tier.

All bargaining unit employees who reach their 3rd anniversary will be placed in at least Tier 2. All bargaining unit employees who reach their 5th anniversary will be placed in at least Tier 3. All bargaining unit employees who reach their 8th anniversary will be placed in Tier 4. As such, employees with the same job title may exist in separate salary tiers based on years of experience and/or skill level.

Bargaining Unit Salary Tiers	Years of Directly Relevant Experience	Minimum
Tier 1 <ul style="list-style-type: none"> ● Coordinator 	Assumed starting point/tier for employees with less than 3 years directly relevant work experience, unless PRA determines that requirements of the role justify placement at Tier 2 despite fewer years of relevant experience.	\$60,000
Tier 2 <ul style="list-style-type: none"> ● Research Analyst ● Senior Coordinator ● Manager (non-supervising) 	Assumed starting point/tier for employees with 3-5 years directly relevant work experience, unless PRA determines that requirements of the role justify placement at Tier despite fewer years of relevant experience.	\$65,000
Tier 3 <ul style="list-style-type: none"> ● Research Analyst ● Senior Research Analyst ● Senior Coordinator ● Manager (non-supervising) 	Assumed starting point/tier for employees with 5-10 years directly relevant work experience or tier for employees with at least 5 years tenure at PRA.	\$75,000
Tier 4 <ul style="list-style-type: none"> ● Senior Research Analyst ● Senior Coordinator ● Senior Manager (non-supervising) 	Assumed starting point/tier for employees with more than 10 years directly relevant work experience or tier for employees with at least 8 years tenure at PRA.	\$80,000

Section 2. Raises at Promotion

The minimum salary increase for employees who receive a title change promotion is \$2,000 more than their previous salary, effective the date of their title change. Annual Raises and Cost of Living Adjustments (COLA) are separate and in addition to a raise at promotion.

Section 3. Annual Raises

Throughout the term of the contract, an annual raise will be awarded to full-time salaried employees at the start of the fiscal year (October 1). For full-time employees who have been employed by PRA for at least twelve (12) months as of October 1, the raise amount will be \$2,000. For full-time employees who have been at PRA at least nine (9) months but less than twelve (12) months as of October 1, the raise amount will be \$1,500. For full-time employees who have been at PRA at least six (6) months but less than nine (9) months as of October 1, the raise amount will be \$1,000. For full-time employees who have been at PRA for at least three (3) months but less than six (6) months, the annual raise amount will be \$500. Employees who have been at PRA less than three (3) months as of October 1 will not be eligible for the annual raise. The annual raise amounts described above are prorated for part-time salaried employees in proportion to their FTE rate.

Section 4. Annual Cost of Living Adjustment (COLA)

Beginning on October 1, 2023, PRA will provide an annual cost of living adjustment for all bargaining unit employees, effective at the start of its fiscal year, which is calculated after the annual raise adjustments to salary. PRA's COLA will be indexed to the official Social Security COLA rate as of September 1, but will not be less than 2% or more than 7.9%. In FY 2023 (beginning October 1, 2022), the one-time salary tier adjustments referenced in Section 1 are applied in lieu of a COLA adjustment.

Section 5. Anniversary Bonus

In addition to the annual raises and COLA adjustments, bargaining unit employees will receive \$1,000 bonuses on their 5th anniversary and 7th anniversary, \$2,000 bonuses on their 10th anniversary and 12th anniversary, and a \$5,000 bonus on their 15th anniversary and on their anniversary every five (5) years thereafter. For current employees hired prior to the contract start date, the anniversary bonus will reflect the actual tenure of employment from their date of hire, and the most recent bonus will be applied retroactively as appropriate. All anniversaries described in this section refer to continuous employment. Employees taking unpaid (or otherwise negotiated) leave for a cumulative period of no more than six (6) months will be considered continuously employed for the purposes of this section. The anniversary bonus does not alter an employee's salary.

Section 6. Employer SEP IRA Contributions

PRA contributes five percent (5%) of an employee's salary to their retirement account.

Section 7. Payment Schedule

Payment of salaries shall be made every two (2) weeks.

Section 8. Pay Equity

PRA seeks to live out our values within our own workplace by recognizing and reconciling any pay equity disparities that exist within PRA. At least every two (2) years, PRA will hire an independent consultant to conduct an equity audit addressing employees' compensation, tier designations, raises, promotions, hiring, and retention. PRA will share with the Labor Management Committee an equity report based on these findings. The Labor Management Committee will analyze results and develop recommendations to address any individual or broader disparities found related to equity. The report and recommendations will be released to all staff. If individual disparities are found, management will meet with any adversely affected employee and the Guild to explain any remedy that will be taken, which may include back pay.

Section 9. Executive Compensation

The highest paid employee of the organization shall not receive a salary exceeding three (3) times the salary of the lowest paid employee.

Article 18. Insurance and other Non-Compensation Benefits

Section 1. Insurance Benefits

Health Insurance

The current level of health insurance benefits will continue to be provided at no premium cost to all full-time and part-time employees working at least twenty (20) hours per week. Employees may elect to enroll their self, domestic partner(s), and/or dependent(s) in a plan provided by PRA at PRA's expense. Multiple domestic partners will be covered to the extent allowable by law and/or insurance provider regulations. Plan deductibles for enrolled employees will continue to be covered at PRA's expense via a Healthcare Reimbursement Arrangement (HRA) or equivalent.

Dental and Vision insurance

The current level of dental and vision insurance will continue to be provided at no premium cost to all full-time and part-time employees working at least twenty (20) hours per week.

Enrollment in PRA health, dental and vision benefits will be terminated on the last day of the month for departing employees. Employees may elect to extend coverage under applicable COBRA rules.

Disability Insurance

All employees working twenty (20) hours per week or more are enrolled in long-term disability (wage replacement) insurance and short-term disability insurance plans offered by PRA at PRA's expense.

AD & D Insurance

All employees working twenty (20) hours per week or more are enrolled in AD&D insurance offered by PRA at PRA's expense.

Life Insurance

All employees working twenty (20) hours per week or more are enrolled in Life insurance offered by PRA at PRA's expense.

PRA shall have the right to change health, dental or vision insurance plans and/or insurance carriers in its discretion, provided any such changes would provide substantially the same level of benefits. The Guild will be notified and provided an opportunity to give input prior to any change.

Section 2. Employee Assistance Program

PRA will continue to provide a free Employee Assistance Program to employees. Confidential resources to manage stressful circumstances and personal issues include access to short-term counseling, financial coaching, and other professional support for themselves, their families, or other individuals living at home.

Section 3: Employee Crisis Fund

PRA will establish an Employee Crisis Fund to provide support for employees in times of unforeseen financial hardship for themselves, their domestic partner(s), and their dependent(s). PRA will allocate \$15,000 to this fund at the start of FY23. At the start of each fiscal year, PRA will restore the balance to \$15,000. PRA's Employee Crisis Fund will provide assistance up to \$1,500 per hardship (as funds are available) to employees experiencing qualifying personal hardship situations that have an adverse financial impact. According to IRS rules, the grant is regarded as taxable income. To receive assistance, employees must submit their applications to HR. Confidentiality is strictly maintained.

An employee's qualifying personal hardship situations are:

- Fire, Flood, or Natural Disasters
- Violent crime or emergency replacement of basic necessities arising from theft
- Housing instability
- Gender affirming care not covered by insurance, including durable medical supplies, transportation, or temporary lodging
- Abortion care not covered by insurance, including transportation or temporary lodging
- Immigration or naturalization emergency
- Unexpected large medical expenses related to serious illness or injury

The Employee Crisis Fund will not provide monetary support for employees experiencing financial hardship connected to or arising out of the following situations:

- Indebtedness or loan repayment
- Income tax liability
- Divorce, marriage, or adoption fees
- Insured losses or payment of insurance premiums
- Utility, phone, cable expenses
- Normal health maintenance costs
- Car maintenance or payments
- Vacation expenses or voluntary leaves of absence from work
- Any other expense covered by other means

Section 4. Professional Development

PRA covers approved professional development costs up to \$1000, which include but are not limited to continuing education, professional coaching, and maintaining and obtaining professional licenses required or requested by PRA.

Section 5. Legal Defense

PRA maintains active liability insurance policies to defend and provide legal counsel if the organization or an employee is sued or charged under any federal, state or local law, or is subpoenaed as a witness, in connection with the employee's performance of work for PRA that is within the scope of their authorized duties. PRA and the involved employee will notify each other immediately upon receiving notice of such

litigation or threat of litigation. PRA will have full control over any such litigation and its resolution, and the employee agrees to cooperate fully with PRA in connection with such litigation.

Section 6. Digital and Physical Security

Employees may enroll in digital privacy protection benefits offered by PRA, including annual subscription via a reputable service provider to remove personal information sold or shared online by data brokers. For employees who have published with PRA, digital privacy protection benefits will be extended for one year after the end of their employment.

PRA will offer annual training on digital security, and more frequently to employees who request it.

Employees who face a serious threat to their physical safety or who are subject to overwhelming harassment online or in-person as a result of their work should immediately report the incident to HR who will work with the employee, their supervisor, and executive leadership to determine a course of action. Possible remedies could include additional paid time off, supportive care, or temporary relocation sponsored by PRA for households facing a credible threat to physical safety. PRA does not require individual participation in social media.

Section 7. Staff Travel and Reimbursement

PRA always attempts to pay approved expenses up front to ensure that employees do not have the additional burden of fronting the expense, but when a reimbursement is necessary, employees shall submit their reimbursement paperwork and will be paid promptly.

Article 19. Reduction in Force

Layoffs are nondisciplinary suspensions or terminations. Changes to staffing made through employee attrition or by offering an employee a similar or related role or role in a similar or related project for which they are qualified are not considered layoffs.

Except for in exigent circumstances, PRA shall provide timely notice to the Guild at least sixty (60) days in advance of when layoff(s) would take effect.

Relevant considerations in selecting employees for layoff may include, among other factors, centrality of the position, affirmative action, skills, expertise, performance, experience, and geographic location if relevant to continued work in the Bargaining Unit. Seniority shall be given due consideration.

Within fifteen (15) days from the date of notice, PRA will provide the Guild with relevant background, criteria, and context for the layoffs. Relevant background, criteria, and context depend on the circumstances and include, for example, policy decisions as to PRA's direction and focus. In the event that changes in funding are a significant rationale for layoffs, PRA agrees to offer a clear explanation of the economic issues.

PRA and the Guild affirm their commitment to open-minded consideration of reasonable ways to avoid layoffs or to reduce their scope or duration. During the period prior to a layoff, both parties will meet to evaluate options including, but not limited to, the use of furloughs, work sharing, benefits cost control, and individual or collective reduction in pay for unit members. However, the ultimate decision to layoff employees rests with PRA, subject to the provisions of this Article. Nothing in this article shall be interpreted to limit the Guild's recourse under this contract to contest a layoff.

Article 20. Joint Labor Management Committee

A joint Labor-Management Committee will be established of up to three (3) representatives chosen by PRA and up to three (3) representatives chosen by the Guild. The Committee will meet quarterly or by mutual agreement at a different frequency. The Labor-Management Committee will seek to identify and resolve issues of concern to either party that do not reach the level of grievable offenses, but it is not a voting body.

Article 21. Duration and Renewal

This Agreement will take effect as of October 1, 2022 and remain in effect through September 30, 2025. Within one hundred twenty (120) days prior to the expiration date of this Agreement, the Employer or the Guild may initiate negotiations for a new Agreement. If a new Agreement is not reached by the expiration date of the contract, the Parties will agree, through an extension agreement or memorandum of agreement, to extend the terms and conditions of this Agreement during such extended negotiations.

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

Olivia Lawrence-Weilmann
Olivia Lawrence-Weilmann (Oct 25, 2022 08:27 PDT)

Ethan Fauré
Ethan Fauré (Oct 25, 2022 11:10 EDT)

Ben Lorber
Ben Lorber (Oct 25, 2022 11:30 EDT)

Steven Cook

Tarso Luís Ramos
Tarso Luis Ramos (Oct 25, 2022 10:54 EDT)

Signature:

Olivia Lawrence-Weilmann

Email:

Signature: *Olivia Lawrence-Weilmann*
Olivia Lawrence-Weilmann (Oct 25, 2022 08:27 PDT)

Email: o.lawrenceweilmann@gmail.com

Ethan Fauré

Ben Lorber

Steven Cook

Tarso Luís Ramos

Appendix A. Bargaining Unit Employees

As of the date of this agreement, the following positions are mutually agreed to be within the bargaining unit:

Research Analyst

Senior Research Analyst

Editorial Coordinator

Development Coordinator

Senior Communications Coordinator*

Data and Program Manager*

Research Program Manager*

* Title alone does not signify bargaining unit classification. Supervisory, managerial, and confidential employees as defined in the National Labor Relations Act (NLRA) are excluded from the bargaining unit, and the bargaining unit shall also exclude positions that PRA and the Guild reach mutual agreement to exclude in the future.

Appendix B. Voluntary Recognition

VOLUNTARY RECOGNITION AGREEMENT

This Agreement is entered into between Political Research Associates ("Employer") and the Washington-Baltimore New Guild, Local 32035 ("Guild") this 30th day of January 2020.

WHEREAS the Guild has, by letter dated January 24, 2020, formally requested that the Employer recognize the Guild as the collective bargaining representative of certain of the Employer's employees;

WHEREAS, the Guild, on January 24, 2020, filed with the National Labor Relations Board a petition for certification as the representative of a unit of the Employer's employees; and

WHEREAS, the parties thereafter agreed to the definition of a bargaining unit and a card-check process, as set forth herein, in order to facilitate the will of the majority of the Employer's employees;

It is therefore agreed as follows:

1. The Employer and the Guild agree that the bargaining unit shall consist of all full- and part-time employees of the Employer, excluding only supervisors, managers and confidential employees as defined by the National Labor Relations Act. The parties agree that, as of January 24, 2020, the list of included employees and positions is attached hereto as Exhibit A. If the Guild is certified as the bargaining agent, the Guild hereby commits to the negotiation of a procedure to address and resolve any dispute over the unit status of the currently vacant position of operations coordinator.

2. On February 3, 2020, the Employer shall provide to the Guild a complete list of all employees in the unit as of that date, with their work location, home address, email address(es), and phone number(s).

3. The parties hereby agree to request that Herbert Fishgold (or, if not available, another labor arbitrator) be retained by the parties to review any and all authorization cards submitted by the Guild to determine whether a majority of the employees listed in Exhibit A designated the Guild as their bargaining agent. Upon the Arbitrator concluding that the Guild enjoys such majority status, the Arbitrator shall promptly issue to both parties a letter by which he certifies that the Guild has been designated as the collective bargaining representative of the employees in the unit. If the Arbitrator concludes the Guild does not enjoy majority status, the Arbitrator shall promptly issue to both parties a letter indicating that conclusion.

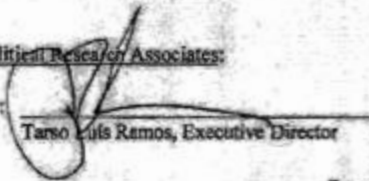
4. By and upon the issuance of said certification, the Employer shall immediately recognize the Guild as the collective bargaining agent for its employees in the bargaining unit with respect to wages, hours, and working conditions as defined by the National Labor Relations Act, as well as for purposes of negotiating in good faith to achieve a collective bargaining agreement covering employees in the bargaining unit.

5. Upon the issuance of the certification, the parties shall commence good faith negotiations for an initial collective bargaining agreement.

6. The Employer agrees not to discriminate, discharge, layoff, or take adverse action against any employee for his/her union activities.


7. Upon the execution of this Agreement, the Guild will withdraw the petition filed on January 24, 2020 with the National Labor Relations Board (giving the Employer concurrent confirmation of that withdrawal).

Political Research Associates:

By: 
Tarsio Luis Ramos, Executive Director

Dated: 1.30.2020

Washington-Baltimore News Guild, Local 32035

By: 
Cet Parks, Executive Director

Dated: 1-30-2020

Exhibit A

Frederick Clarkson	Senior Research Analyst
Cloe Cooper	Research Analyst
Ethan Faure	Research Analyst
Heron Greenesmith	Senior Research Analyst
Olivia Lawrence-Weilmann	Program Coordinator
Ben Lorber	Research Analyst
Aidan Orlly	Development Coordinator