

# Collective Bargaining Agreement

between

The Washington-Baltimore News Guild,  
CWA Local 32035

and

The Center for Popular Democracy  
May 1, 2020 - April 30, 2023

## Table of Contents

Preamble	2
Article 1. Recognition/Coverage	2
Article 2. Union Security & Dues Deduction	4
Article 3. Information Furnished to the Guild and CPD	5
Article 4. Management Rights	6
Article 5. Union Association Rights & Release Time for Union Responsibilities	6
Article 6. Grievance & Arbitration	7
Article 7. Hiring; Internal Applicants	9
Article 8. Probation	10
Article 9. Seniority	11
Article 10. Job Descriptions	11
Article 11. Supervision and Workload	12
Article 12. Evaluation	14
Article 13. Professional Development	15
Article 14. Payment of Work-Related Expenses & Reimbursements	17
Article 15. Off-Site, Remote Work Arrangements, and Flex Time	18
Article 16. Travel Time and Rooming for Children	20
Article 17. Work Hours and Comp Time	21
Article 18. Paid Time Off	22
Article 19. Benefits	28
Article 20. Access to Personnel Files	31
Article 21. Layoffs & Severance	32
Article 22. Job Security, Discipline & Discharge	33
Article 23. Initial Offers, Annual Raises and Wage Scale	34
Article 24. Pay Equity and Annual Equity Audit	39
Article 25. Non-Discrimination and Equal Employment Opportunity	40
Article 26. Respect and Dignity	40
Article 27. Joint Labor Management Committee and Staff Engagement	41
Article 28. Consultants	42
Article 29. Outside Employment, Appearances, Bylines	43
Article 30. No Strike, No Lockout	43
Article 31. Severability	43
Article 32. Successorship	43
Article 33. Duration	43
Appendices	45

## **Preamble**

This Agreement is made effective this 1st date of May, 2020, between the Center for Popular Democracy (CPD), a non-profit social justice organization, and the Washington-Baltimore News Guild, (the Guild), chartered by The News Guild-Communications Workers of America as Local 32035, for itself and on behalf of all the employees described in Article 1.

## **Article 1. Recognition/Coverage**

### **Section 1. Recognition**

The Center for Popular Democracy 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 CPD employees, regardless of geographic location or worksite, who are regularly scheduled to work fifteen (15) 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 deemed to be beyond the scope of the Agreement either by previously-reached mutual consent of CPD and the Guild (e.g., the categorical exclusion of employees of Bailey Farms and of all employees of “hosted projects,” current examples of which are listed in Appendix A) or which CPD and the Guild reach mutual agreement to exclude in the future. If CPD creates a new position that the Guild believes should be in the bargaining unit, CPD will meet with the Guild concerning inclusion of the position in the unit.

### **Section 3. Employees**

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

### **Section 4. Interns**

Interns who are not paid by CPD, or who receive only a stipend from CPD, shall not be included in the bargaining unit, provided that the internship lasts no longer than nine (9) months and is for educational or training purposes.

### **Section 5. Fellows & Limited-Term Employees**

For purposes of this Agreement, “fellows” are employees who are hired for an anticipated term of employment and funded by time-limited funding sources that are directed by the funder to

fund that individual (e.g., recent law graduates who obtain post-graduate legal fellowship funding).

For purposes of this Agreement, "limited-term employees" are employees hired by CPD for an anticipated term of employment that is nine (9) months or less.

Fellows and other limited-term employees shall be subject to the provisions of the Collective Bargaining Agreement (CBA) between CPD and CPD employees, except that, notwithstanding any other provision of the CBA, their employment terminates at the scheduled end of their term or fellowship and such termination shall not be subject to the grievance/arbitration procedure.

Fellows and limited-term employees must receive notice prior to the end of their fellowship or term as to whether CPD intends to retain them as an employee in a substantially similar capacity. While notice may be provided orally to the employee, notice in writing must be provided according to the timelines that follow:

- A. Fellows and limited-term employees with an anticipated term of employment that is six (6) months or longer shall receive such notice in writing no later than six (6) weeks before the end of their anticipated term of employment.
- B. Fellows and limited-term employees with an anticipated term of employment that is more than two (2) months but less than six (6) months shall receive such notice in writing no later than four (4) weeks before the end of their anticipated term of employment.
- C. Fellows and limited-term employees with an anticipated term of employment that is less than or equal to two (2) months shall receive such notice in writing no later than two (2) weeks before the end of their anticipated term of employment notice.

If CPD offers to retain, the notice must either a) offer continued employment under the same terms except that their employment is no longer of a fixed duration or b) offer a position under new terms, making those terms clear (e.g., a good faith salary offer and a job description), and if the position remains of limited duration, the length of new employment and what considerations could impact CPD's ability to offer a position that is not of limited duration.

If CPD does not offer to retain employees in a substantially similar capacity, it must notify the Guild as well as the employee.

#### Section 6. Prospective Supervisors

Bargaining unit employees who are hired or promoted into supervisory roles shall be in the bargaining unit until they spend a regular portion of their work time performing supervisory functions, unless they would be excluded from the unit for other reasons (such as serving in managerial positions like those who formulate and effectuate management policies by expressing and making operative the decisions of their employer, or in confidential positions, like those who assist and act in a confidential capacity to persons who formulate, determine, and effectuate management policies).

Where an individual is newly hired by CPD as a non-managerial, non-confidential supervisor of unit employees but, upon their employment start date, there is a delay in their commencement of supervisory functions that is expected to exceed six (6) weeks, that individual will be temporarily in the bargaining unit during that delay period if and while CPD has them regularly serving in the capacity of a bargaining unit position.

If a person in a supervisory role no longer performs supervisory functions and is not expected to resume such functions shortly, the person and the Guild will be notified that the person is in the bargaining unit.

If a person in a supervisory role does not have a direct report for longer than three (3) months, Human Resources (HR) will notify the Guild of the status of their position and eligibility (or ineligibility) to join the unit. At any time, the Guild can request a meeting with HR to review analysis relating to any person's eligibility to join the 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 CPD 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 thirty first (31) 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, District of Columbia, and state laws.

### Section 2. Dues

CPD shall, in compliance with all applicable law and on the basis of individually signed voluntary check-off authorization cards provided to CPD 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 on a bi-weekly basis. Deductions will begin with the next full pay period following CPD's receipt of the check-off authorization.

### Section 3. Payroll Deductions for COPE

CPD shall provide for payroll deductions for COPE on behalf of employees who authorize such deductions in writing.

### Section 4. Indemnity

The Guild hereby agrees to indemnify CPD and hold it harmless from all claims, damages,

costs, fees or charges of any kind which may arise out of CPD's implementation of this Article.

### **Article 3. Information Furnished to the Guild and CPD**

#### **Section 1. Annual Information**

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

- A. name
- B. start date
- C. classification (for example, full-time, part-time, fellow)
- D. title
- E. category
- F. job description
- G. rate of pay, whether hourly or salary
- H. work location
- I. date of birth
- J. race or ethnicity, when provided
- K. pronouns, when provided
- L. home address

#### **Section 2. Monthly Information**

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

- A. New employees – including all the information required in Section 1.
- B. Changes in job title for employees, changes in category, salary changes by reason thereof, and effective date, and changes of supervisor for employees.
- C. Resignations, retirements, deaths, promotion and/or transfers out of the bargaining unit of employees, and respective dates.
- D. Names of interns placed at CPD, for more than six (6) months, along with department, and educational or training purpose.
- E. Names of employees whose probation will end in the next month.

This section will take effect the first of the month that falls two (2) weeks after the signing of this contract.

#### **Section 3. Information on New Hires**

CPD shall notify the Guild of people who accept an offer of employment in a bargaining unit position within ten (10) working days of when the offer is accepted. CPD shall include the salary, title, and category in the notice. The Guild will be notified before any offer is rescinded. If the salary, title, or category is changed between the time of initial offer and the first day of employment, the Guild will be notified within two (2) working days.

#### Section 4. Mechanism to Evaluate

By the end of the fourth quarter of 2020, HR will present to the Labor Management Committee (LMC) for feedback proposed mechanisms to evaluate whether employees are successfully experiencing the contract provisions regarding job descriptions, work plan, check-in meetings, and professional development plans.

#### Section 5. Notification of Changes

The Guild will notify CPD in writing of any changes in its roster of Officers, Representatives, and Stewards, including any alternates, as soon as practicable after such changes are made, but no later than thirty (30) days after such changes are made.

### **Article 4. Management Rights**

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

### **Article 5. Union Association Rights & Release Time for Union Responsibilities**

#### Section 1. Union Meetings

Subject to availability and upon reasonable request by the Guild, CPD shall provide space on its premises and use of its communications technology for meetings of bargaining unit employees at mutually agreeable times. Employees shall be excused with pay for one (1) hour each month to attend Union-called meetings; CPD will provide coverage during this meeting to ensure front desk staff are able to attend.

#### Section 2. Conduct of Union Business by Bargaining Unit Employee-Representatives

Upon advance request by the Guild, employees designated as Union representatives shall be granted time off from their work, without loss of pay, to conduct necessary Union business administering the contract (including grievance handling but excluding participation in the Labor Management Committee), up to a maximum of twelve (12) hours for each representative in total for all such Union business by employees within a given calendar year. The Guild's request for leave should be submitted as early as possible, and leave requests shall be granted by CPD except in the case of a legitimate organizational necessity requiring the employee's attendance. No more than two (2) employees shall be entitled to Union business leave pursuant to this subsection at any one time. The Guild shall notify CPD in writing of employees designated under this section.

#### Section 3. Participation in Union Negotiating Committee

A bargaining committee, whose size may be up to ten percent (10%) of the bargaining unit for a

maximum of six (6) members, may be designated by the Guild with employees to be excused from their work, without loss of pay, to participate in the Guild's contract negotiating committee including bargaining sessions, consultations with unit members and preparation for both, for a maximum of six (6) hours per week, per negotiating committee member, for use at the bargaining table and in caucus during bargaining sessions, for the duration of contract negotiations. Negotiating leave available under this section shall be in addition to the Guild business leave available under Section 2 above. The Guild shall notify CPD in writing of the members of the committee before the commencement of bargaining.

#### Section 4. Additional Release Time

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

### **Article 6. Grievance & Arbitration**

#### Section 1. Role of Human Resources

Employees are free to talk to the Human Resources Department, and are free to bring Guild representation to such a conversation (or not, at their election) to address concerns they have about their supervisors, supervision, or other issues impacting their employment. This option is available regardless of the timing of the event or events that give rise to the conversation. Human Resources may work with the employee on interventions, as appropriate, to address contract violations or other concerns. As part of this process, and as indicated in Section 6 of this Article, the time limits set forth to file a grievance may be adjusted upon mutual agreement (e.g., the parties may agree that the 15-day clock can stop running during an agreed upon period as there are ongoing discussions with HR). When there is a request for changing the time limits under the circumstances described in this section, the parties' response to the request will be presumed reasonable and the requested adjustment will not be arbitrarily refused. Nothing in this section changes or limits the right to file a written grievance in accordance with Section 3 of this Article.

#### Section 2. 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 3. Grievance Definition and Initiation

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.

To initiate a grievance, a grievance shall be filed in writing by a representative of the Guild with the grievant's supervisor and the Director of HR within fifteen (15) working days after the occurrence, or within fifteen (15) working days after the grievant or Guild become aware of the occurrence, or should have reasonably become aware of the occurrence. 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 CPD work time within reason.

#### Section 4. CPD Response

There shall be a meeting between a Guild steward, the grievant (by video conference if the employee is outside the New York or Washington, D.C. areas) and the CPD-designated management representative(s) within fifteen (15) working days of the receipt of the written grievance. CPD shall respond in writing to the Guild steward within fifteen (15) working days of this meeting. If CPD does not provide the written response within that time, the Guild may move the matter to arbitration.

#### Section 5. Arbitration

Any matter involving the interpretation, application, administration or alleged violation of this Agreement (except renewal of this Agreement), including a question of whether or not a matter is arbitrable, that is not satisfactorily settled in either the meeting or written response provided by CPD as described in Section 4 may be submitted to final and binding arbitration by either party within thirty (30) working days of CPD's written response or fifteen (15) days of the meeting if CPD fails to provide a written response. The parties mutually recognize the importance of using this period to confer and attempt to amicably reach 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 resolution.

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, 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. 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. Each party shall bear the expenses it incurs solely on its own behalf (for example, witness expenses – excluding CPD employees who are witnesses -- attorneys fees). Failure to file a grievance in a timely fashion in one instance shall not preclude filing on a similar issue which occurs subsequently.



## Section 6. Extension of Time Limits

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

## **Article 7. Hiring; Internal Applicants**

### Section 1. Internal Applicants

CPD shall notify all employees, by email or similar method, of any vacancy in an existing or newly created position it intends to fill for which existing employees are eligible to apply (e.g., post-graduate fellowships of limited eligibility, such as those referenced in Article 1, Section 5, may be selected through means other than a circulated posting because they have specific candidate criteria). CPD may also advertise the position externally at the same time it posts internally.

Employees shall have five (5) working days from the date of the posting to apply for the vacancy, which shall obligate CPD to interview the internal applicant prior to interviewing outside applicants, unless the internal bidder is unavailable. After five (5) working days, employees are still eligible to apply as an internal applicant up until the position closing date, but they will not necessarily be interviewed before external applicants.

Successful bidders/applicants shall be chosen based on their qualifications, such as experience, skill, and job-related knowledge. Qualifications for a position shall be determined by CPD.

Where in CPD's judgment the qualifications of an internal applicant and an outside applicant are substantially equal, CPD shall award the position to the internal bidder.

Where CPD is deciding between two (2) internal applicants whose qualifications, in CPD's judgment, are substantially equal, seniority shall be given primary consideration.

If an employee is not awarded a position, upon request, CPD will meet with the employee and, at the employee's option, a representative of the Guild to discuss the reasons for non-selection. This meeting must be held within five (5) working days of request.

For purposes of this section, newly created positions are those that are significantly and substantially different than existing positions. Changes to the roles of existing employees that may result in new job descriptions do not mean the new job description qualifies as a "newly created position."

### Section 2. Postings

A posting for unit positions will state the position is in the unit and the expected category and expected salary range for the role, with language such as, "This is a union position. Salary will be determined according to a salary scale which takes into account years' experience, location,

job category, and other factors, but is expected to be \$XXX-\$XXX and category #. The Collective Bargaining Agreement is available here.” It is understood that salaries, in the final assessment, may be outside of the range in the posting if the finalist candidate meets unexpected criteria (e.g., if making an offer to a candidate who has 20 more years experience than expected, the offer will be based on their actual experience, not the expected experience). The initial offer is determined by Article 23, regardless of the range provided in the postings.

### Section 3. Unit Members Supervised by Newly Created Positions

In the case that a newly created position (substantially different from an existing posting or position) would supervise unit members, the Hiring Manager or HR shall provide an opportunity for the unit members who would be supervised by the newly created position to inquire about the qualifications for the position and either express interest in applying for the position or elect to participate in the hiring process by, for example, attending an interview. Nothing in this Agreement prevents management from exercising its discretion to create new positions.

## **Article 8. Probation**

### Section 1. Duration of Probation

All new employees shall serve a four (4) month probationary period, beginning on their first day of work, which shall be extended by two (2) months on notice by CPD to the Guild prior to the end of month four (4). During the probation period, CPD shall have the unlimited right to discipline or discharge the employee, and such discipline or discharge shall not be subject to the grievance procedure set forth in Article 6. Extended leave taken during the probation period may extend the probationary period with notice to the Guild.

An employee, having successfully completed an initial probationary period in the bargaining unit and whose bargaining unit service is continuous, shall not serve an additional probationary period according to this Article when changing jobs within the bargaining unit.

### Section 2. Feedback and Evaluation

Prior to the end of four (4) months and six (6) months, the supervisor will provide written feedback on performance to date, and any areas of concern that could lead to termination or a changed job description. The employee may share this written feedback with the Guild. Failure to provide such evaluation is grievable but the content of the evaluation is not grievable.

Employees who are on probation do not need to be evaluated in accordance with Article 12, Section 1 unless the timing and format make annual formal evaluation a substitute for or a complement to the written feedback that is provided according to this section.

### Section 3. Notice

No later than the end date of the probationary period, the employee and the Guild will receive notice in writing whether the employee will be moved to permanent status or terminated.

The employee will also receive a job description for a permanent position if offered (either identical to the first or reflecting changes made) and any changes in title or salary attendant with changes in job description. Notice to the employee may be provided orally prior to the written notice required in this Article.

### Section 4. Effective Date of This Provision

Probation for employees whose first date of employment is before the effective date of this Agreement will be governed by Article 8 of the 2017-2020 CBA.

## **Article 9. Seniority**

An employee's seniority date shall be the employee's first day of work with CPD, as either a bargaining unit or non-bargaining unit employee. Except as provided below, employees shall retain their original seniority date only while continuously employed by CPD. For purposes of this provision, employees shall be deemed continuously employed by CPD while on approved paid leave of absence from CPD and while employed by CPD in a non-unit position. Former employees who return to employment in a unit position will be deemed new hires for purposes of seniority date and probationary period.

Employees who are laid off will retain their original seniority date for up to twelve (12) months, and employees who take an approved unpaid leave of absence from CPD will retain their original seniority date for up to six (6) months.

CPD shall provide the Guild with a seniority roster every February 1. The roster shall include all employees covered by this Agreement and list their beginning date of continuous employment.

## **Article 10. Job Descriptions**

CPD will provide each employee, within one (1) week of the employee's start date, a job description of the duties and responsibilities which the employee is expected to perform, in a standardized organizational format which shall include the category designation for the role, as well as a method of estimating the portion of time to spend on different areas of responsibility of the job. Each job description may include 2.5% to be devoted for organization development, which may include trainings, work related to Diversity Equity and Inclusion, and staff engagement. A copy of the job description will be maintained in the employee's personnel file.

The job description will be reviewed and updated at the end of the employee's probationary period and annually, and at the employee's request to their supervisor if there are significant changes to responsibilities or role. The job description will also be reviewed semiannually, in accordance with Article 11.

For changes to job descriptions made after the initial hire, the employee will have the opportunity to share input regarding changes to their job description through their supervisor prior to CPD's finalization of the revised description.

If there are significant changes to responsibilities or role that are not already reflected in the job description, employees are encouraged to request a meeting to review their job description. When taking on additional responsibilities or projects that will take significant time (i.e, those that would impact the ability to accomplish other work plan goals), employees are encouraged to request a review of work plans.

CPD retains the right to establish positions and define and revise job descriptions as needed to carry out the work of the organization.

## **Article 11. Supervision and Workload**

### Section 1. Supervision Meetings

Regular supervision meetings shall be held between supervisors and employees at least twice a month, at a mutually agreeable and pre-scheduled time. Upon request by employees and with agreement by their supervisor, meetings may take place more times as necessary. Employees in their probation period or employees in Category 1 roles may, in particular, require more frequent meetings. If an employee requests more frequent regular meetings and is denied or does not receive a timely response, they can appeal to HR.

Supervision meeting agendas shall generally follow a standardized process (see Appendix B: CPD Supervision Agenda Template), with adjustments made through mutual agreement between supervisor and employee. Both parties should aim to give at least twenty-four (24) hours prior notice if a meeting is to be rescheduled, and the party who canceled the meeting should ensure an alternate mutually agreeable time. Employees who experience a pattern of meetings being canceled or rescheduled on short notice are encouraged to raise that directly with their supervisor, HR, and/or their supervisor's supervisor.

In addition, employees can request informal check-ins or coaching sessions with their supervisors at any time. CPD also encourages employees to set up peer-to-peer coaching structures as well.

## Section 2. Work Planning and Workload

By the end of the employee's first month of employment, the employee and their supervisor shall create and/or revise a work plan for the employee, reflecting the employee's job description, team goals, and mutually agreed-upon professional development goals, and including clear benchmarks.

Effective January 1, 2021, semiannually department directors will ensure that the job descriptions and work plans of employees in their departments are reviewed, in consultation with the employee, the process for which will include a meeting with the employee and their direct supervisors. Department directors may join that meeting. Written record of semi-annual assessment meetings will be available for review within fifteen (15) working days of said assessment. Records of assessment meetings will include the following: current work plans, team goals, professional development goals, and up to date job descriptions.

Employees who believe that their job descriptions do not reflect the work they are doing, that their categories do not reflect their job descriptions, or that their work plans are not current, should request to discuss with their supervisors or HR, and may do so any time throughout the year. The employee may invite a Guild representative to join a meeting to review if they so choose.

Supervision meetings may be regularly used to discuss progress on work plans and workload, and in particular, employees are encouraged to use a check-in meeting during the beginning of the second and fourth quarters of every year for such discussion.

If an employee's work plan or workload is directly impacted by a vacancy of a member of their team and the vacancy is more than thirty (30) working days, the department director will ensure that there is a vacancy plan that addresses the distribution of the work of the vacated position. In cases where that plan requires adjustment of an employee's work plan or responsibility, those adjustments will be explicitly addressed with the employee. As provided in Article 23, Section 7, bonus pay may be possible if an employee has temporarily taken on a role for an extended period of time that would be more highly compensated according to the pay scale as if it was a permanent change.

While the supervisor should be an employee's first point of contact for workload issues, employees may also discuss their concerns with a Guild representative, Chief of Staff, or Director of HR at any time. If deemed necessary, the Guild representative may choose to approach the Chief of Staff or the Director of HR to share workload concerns raised by an employee that have not been satisfactorily addressed by the supervisor.

## Section 3. Supervisor Training

Annually, the LMC will discuss content of supervisor trainings or information that might inform the content of supervisory trainings.

## **Article 12. Evaluation**

### **Section 1. Formal Performance Evaluation**

CPD is committed to providing employees with regular feedback on the quality of their work, their success at meeting and exceeding goals, and areas for improvement. CPD employees who have finished their probation period will receive a formal annual performance evaluation by their supervisor, reflecting the employee's success and effectiveness at meeting the duties in their job description, their goals and the work outlined in their work plan. The formal performance evaluation will include a written self-evaluation by the employee, a written evaluation by the supervisor, and a meeting between the supervisor and employee to review and discuss the feedback. The results of the performance evaluation will be included in the employee's personnel file.

An employee has the right to submit a written response to performance evaluation within two (2) weeks of the completion of the process, and that written response shall be included in the employee's personnel file. The contents of the performance evaluation shall not be subject to the grievance/arbitration process described in Article 6.

Formal performance evaluations shall occur during the last quarter of each calendar year in anticipation of the annual process described in Article 23.

Employees will also have an opportunity to complete an annual formal written evaluation of their direct supervisor. To protect the integrity and separation of both evaluation processes, supervisor review of supervisee evaluations will occur after employees and supervisors have met and discussed the results of the employee's own performance evaluation. Supervisors will receive and review supervisee feedback as part of the final step of the supervisors' annual performance evaluation process.

### **Section 2. Peer Feedback/360 Evaluation**

CPD values the benefit that employees can gain from peer feedback, and may in its discretion hold a 360 peer evaluation process. Results of that process will not be shared with supervisors, will not be used as part of the formal performance evaluation, and will not be saved in employees' personnel files. While all employees are strongly encouraged to participate in the 360 evaluation, employees can elect to opt out of the process at any stage.

### **Section 3. Additional Opportunities for Supervisor Evaluation**

Notwithstanding the opportunity available to employees to evaluate their supervisor directly in Section 1 of this Article, CPD will make available an additional mechanism to evaluate supervisors. The LMC, or a working group of the LMC, shall create questions and review the process for such evaluation by the end of the third quarter in 2020 and the end of the second quarter of each year thereafter. While the LMC may specify a different process and timeline, it is

expected that this evaluation will be conducted on a timeline that is separate than other annual evaluations available to staff and the results will be shared with Human Resources, which may use it to identify necessary or supportive action.

### **Article 13. Professional Development**

#### Section 1. Employer-required training

CPD shall pay the expenses of any training it deems necessary for employees' performance and requires employees to participate in. Time spent at employer-required or approved trainings shall be considered regular work time, and the Travel and Per Diem policy described in Articles 14 and 16 shall apply for any associated travel expenses. Only time spent in CPD-approved professional development activities counts as work time.

#### Section 2. Annual Meeting

Both the Guild and CPD are interested in promoting the professional development of employees. Employees will meet with their supervisor in the beginning of the year to discuss professional development objectives, including skills, capacities or knowledge to be developed, and possible assignments that could support that growth.

These meetings are an opportunity for self-reflection and identifying areas for growth, which can result in the consideration of a range of activities including work assignments, shadowing other employees, or training opportunities.

During this meeting employees should have the opportunity to express their professional interests and goals; consider with their supervisor the possibilities at CPD to develop the skills and experiences that align with organizational needs and work over the course of the year; and discuss future possibilities for the employee's career and professional development. A sample agenda for this meeting is included as Appendix C. Supervisors will ensure that there will be a written summary of this discussion, available for supervisee review, which may be satisfied by a written professional development plan such as one of the samples provided in Appendix C.

These meetings are expected to take place within six (6) weeks of when organizational goals are set for the year or in the month after the annual evaluation season has finished, and no later than February 15 of each year. From these meetings, employees should have professional development goals. Progress towards those goals may be reviewed as part of the employee's annual evaluation.

#### Section 3. Employee-initiated training or education

CPD encourages employees to pursue professional development opportunities such as courses, seminars, trainings, workshops, conferences or time spent with a coach/mentor that will assist and/or improve their work at CPD and help them make a long-term commitment to working at the organization.

In 2020 and 2021, CPD will offer up to \$500 per employee per year, and beginning January 1, 2022, CPD will offer up to \$750 per employee per year, to cover costs of CPD-approved professional development activities. This benefit does not roll over from one year to the next.

To be eligible for professional development funding, the employee must be a full-time bargaining unit employee beyond three (3) months of employment. All professional development funding must be applied within the first three (3) quarters of the calendar year.

CPD will advise the Labor Management Committee about the level of usage of professional development funds on a quarterly basis.

Within the first two (2) quarters of every year after the effective date of this contract, the LMC will discuss professional development opportunities offered by CPD that employees may participate in. CPD will also provide a mechanism for employees to report on outside trainings previously attended or through which employees may recommend training to other employees so as to have a resource for staff in choosing professional development opportunities.

CPD also encourages employees to engage in activities outside of work that will assist them to handle stress and live a balanced life.

#### Section 4. Supplemental funds for employee-initiated training or education

In some instances, an employee identifies and proposes a professional development opportunity which costs more than the amount allocated for CPD-approved professional development activities as described in Section 3, which is not CPD-required training, but which CPD agrees is of sufficient utility to the employee and the work of CPD that CPD wishes to cover the full cost of the program. In such instances, the employee's funding available under Section 3 will be put towards the expense and CPD will provide additional funding, in an amount determined by CPD in its full discretion, beyond the amount available under Section 3.

When determining whether and how to implement the option described above in any given instance, CPD may consider factors such as the benefit to the full organization, or to particular subsets, of the proposed professional development activity, the benefit to that employee's own development in CPD, and the overall state of CPD's (or team) budget, among other relevant factors.

CPD retains full discretion as to whether and when to contribute additional funding toward non-required professional development opportunities pursuant to this section, and in what amounts, and CPD decisions concerning implementation of this section in any given instance(s) or in general shall not be subject to the grievance and arbitration process laid out in Article 6.



## **Article 14. Payment of Work-Related Expenses & Reimbursements**

CPD maintains policies to minimize the extent to which employees must cover work-related expenses for reimbursement later. Additional information is provided in the employee manual.

### **Section 1. Travel**

For expenses related to travel for CPD business, CPD maintains a system whereby employees receive prior approval and charge CPD directly for those costs. Details about the process and timelines for this system are set out in the Employee Manual. If an employee directly incurs expenses for approved travel, lodging, or meals in the course of job duties, employees may submit for reimbursement of reasonable expenses pursuant to the process outlined in the Employee Manual. Requests for reimbursement should be submitted with receipts/records by employees within thirty (30) days of return of travel.

### **Section 2. Per Diem**

Per diem is meant to cover meals, and other incidental travel expenses not otherwise reimbursable under CPD's reimbursement policies and protocols (such as tips to hotel staff) when employees are traveling outside the city of their home or work location. Direct travel costs outside of the city of an employee's home or work location that can be documented according to CPD's reimbursement policies and protocols (such as public transportation fare cards) can be submitted for reimbursement.

Meals and incidentals while traveling are included in per diems and, therefore, should not be submitted for reimbursement.

Per diem shall be paid as follows:

- A. A full per diem rate of \$65/day applies a) when an employee is away for a full day and no meals are covered, b) on the first day of an employee's travel only if the employee leaves before 10am and no meals are covered, or c) on the last day of travel only if the employee returns after 8pm and no meals are covered.
- B. A partial per diem rate of \$45/day applies a) when no meals are covered, but the employee either leaves after 10am or returns home before 8pm or b) on a full day away and at least one (1) meal is covered, but less than three (3) meals.
- C. An incidental per diem rate for \$10/day applies when three (3) meals are covered.

Covered meals are those provided to the employee without charge. If covered meals do not adequately meet the dietary restrictions of a particular employee, that employee may seek a reasonable accommodation to this policy, through HR, to receive a per diem as if those meals were not covered, or other accommodation.

### Section 3. Mobile Phone Reimbursement

CPD will reimburse \$80 per month for the cost of a mobile phone and data plan for employees who are required to have a mobile phone for their work. Each employee's supervisor will identify whether the work requires a mobile phone. Employees are responsible for providing their own phone. Employees who receive reimbursement for work use of a mobile phone are required to maintain an operating phone.

### Section 4. Other Work-Related Expenses

Employees who directly incur reasonable work related expenses (e.g., materials for trainings) may submit for reimbursement according to the policies laid out in the Employee Manual.

## **Article 15. Off-Site, Remote Work Arrangements, and Flex Time**

### Section 1. Eligibility

To be eligible for either Off-Site Work or Flex Time, employees' job duties must be suitable to the work off-site or flex arrangement, and performance may not suffer as a result of the off-site or flex arrangement as determined by their supervisor.

### Section 2. Off-Site Work for Office Employees

Subject to the limitations noted below, employees may work off-site one (1) day each week. This may be the same day(s) each week, or a floating day(s). The supervisor may, at their discretion, limit which day(s) of the week employees may select as either a floating or set off-site workday(s). In the case of a floating day, employees are responsible for notifying their supervisors of their intention to use a floating day at least one (1) day in advance.

#### Additional Off-Site Days:

Employees may request additional days to work from home or another suitable location, subject to supervisor approval. This arrangement can be temporary or permanent.

In order to request additional off-site work days, an employee must make a request with their immediate supervisor. If an off-site work arrangement spans more than one (1) workweek, (either because it is regular, repeating schedule of non-consecutive days or because the length of proposed off-site work days lasts longer than five (5) consecutive days), HR should be copied on the request and supervisors and team members should meet to discuss details and set specific goals, schedules and deadlines. Supervisors must respond to such requests within a reasonable time period.

CPD has the right to determine that an employee cannot work off-site (floating, set, or additional off-site days), or to terminate or modify an off-site arrangement at any time. Any rejection,

modification, termination of an off-site arrangement must be made in writing to the staff member, and include an explanation for the change. Employees may contact the Human Resources Department to appeal any rejection, modification, or termination of the off-site arrangement or to address supervisor delayed response to requests.

Employees are not required to work off-site and have the right to refuse off-site work if the option is made available.

The employee's job responsibilities will not change due to working off-site. The amount of time an employee is expected to work and the work hours will be the same as a normal, core work day. Employees working off-site are expected to respond to emails, phone calls, and work demands in the same timely manner as when they work in the office. Employees working off-site must still be available for staff meetings, and other meetings deemed necessary by management.

### Section 3. Remote Work

Remote employees are those in positions that are not assigned to a CPD office. Positions are established as remote or office at the time of hire.

CPD, in its discretion, may allow positions to change from "office" to "remote" or vice versa. An employee may request to transition from an office position to a remote position by making a written request of their supervisor and their department director, copying HR. The supervisor and their department director will then consult with HR and make a determination in a reasonable time period. CPD will attempt to make this decision in approximately two (2) months after a written request. If a request is rejected, the employee will receive a written rationale for denying the request.

If an employee with an office position is requested by management to shift to a remote position, the employee will be given the opportunity to remain at a CPD office. The policies that apply to remote workers will be provided in the operations manual, including stipends provided to set up an office, if available.

### Section 4. Flex Time

Both parties acknowledge that the nature of CPD's mission requires employees to be available during regular work hours. However, where an alternate fixed schedule (temporary or long-term) would improve an employee's work-life balance or facilitate completion of outside responsibilities, employees may request such a schedule subject to approval by the supervisor, provided that they work the hours expected of their positions each week. An employee must make a request through email with their immediate supervisor, copying HR. Supervisors must respond to such requests within a reasonable time.

The following flex time arrangements are examples of potential arrangements, subject to the approval of the supervisor:

- A. Split hours: An employee may leave work midday to attend to other responsibilities (e.g., childcare responsibilities; attend classes) and then resume work in the evening in order to complete a standard CPD workday.
- B. Alternate hours: An employee may begin the workday earlier or later than standard CPD office hours, provided that the preferred schedule allows for regular engagement with and timely response to colleagues, affiliates and allies.

Participation in the flex time program does not alter an employee's responsibility to develop, nurture and maintain their relationships with colleagues, affiliates, and allies.

The employee's compensation, benefits, work status, and work responsibilities will not change as a result of participation in the flex time program.

CPD has the right to determine that an employee cannot participate in the flex time program at any time. Any rejection, modification, 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 the Human Resources Department to appeal any rejection, modification, or termination of the flex time arrangement or to address a supervisor's delayed response to requests.

## **Article 16. Travel Time and Rooming for Children**

### **Section 1. Travel Time**

Employees are at times required to travel to sites other than their primary worksite for CPD. For employees eligible for overtime, travel time to off-site locations counts as compensable work time and should be recorded in CPD's regular time tracking/payroll system as such. For overtime-exempt employees, CPD-required travel time to off-site locations is also considered work time.

As is reasonable and feasible, employees will engage in their work during travel time. Both CPD and the Guild recognize that the nature, timing, or frequency of CPD-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. Rooming for Children**

CPD will, to the extent feasible, provide rooming for an employee who travels with their children to a CPD-hosted and -run event that the employee is required to attend.

## **Article 17. Work Hours and Comp Time**

### Section 1. Overview

CPD aims to create a safe and healthy work environment in which our talented, dedicated employees can thrive. The parties understand that the trust given to us by our affiliates and their members, funders, allies and our colleagues as well as the scope of our the mission and high-stakes nature of the moment require we dedicate sustained energy, time, and talent to meeting our responsibilities and employees perform duties that may require lengthy and irregular hours and travel. The parties also recognize that extreme hours for long periods of time can result in mental exhaustion, whereas, reasonable, balanced work schedules support high-quality work and sustainable jobs, allowing CPD to accomplish its goals.

### Section 2. Overtime Eligible and Overtime Exempt Hours

- A. Overtime Eligible: For employees eligible for overtime, overtime rules and regulations apply. Employees eligible for overtime will work a schedule set by CPD and must notify their supervisor before working hours beyond this amount. While overtime-eligible employees will be paid for all work performed at the appropriate rate, violation of the advance-notice rule on additional hours and failure to track hours in a timely and accurate way in CPD's system, can lead to discipline.
- B. Overtime Exempt: Overtime-exempt employees are employees who, because of their positional duties and responsibilities and level of decision-making authority, are exempt from overtime regulations. They are held to the expectations of their job and have flexibility in their schedules. Long hours one day or week might be balanced out by less hours the next day or next week.
- C. Full-time exempt employees usually work in eight to nine (8 to 9) hour windows between the hours of 8:30am and 6:30pm, Monday-Friday, for a total of forty to fifty (40 to 50) hours a week. If employees work in excess of fifty (50) hours a week, or excessively long days, but have not worked time that is eligible for comp leave according to Section 3, employees should notify their supervisor and discuss necessary schedule and/or workload adjustments in the near term and long term as appropriate. While employees should contact supervisors in the first instance, they may also contact HR, their supervisor's supervisor, or the Chief of Staff.

### Section 3. Comp Leave

- A. Whenever an overtime-exempt employee is required to work five (5) or more CPD standard full-time consecutive days, the overtime-exempt employee shall be entitled to additional compensatory time off at a ratio of one half (1/2) day for every half (1/2) day worked, over five (5) CPD standard full-time consecutive days. Employees or supervisors who expect a need for comp time, especially if it is needed on a repeated basis, are encouraged to discuss it and address expectations, workload, and work plan.

- B. Employees who earn compensatory time off under this section must take the time off within thirty (30) days of its being earned. However, where an employee has consecutive assignments or long-term projects which, by mutual agreement of the employee and CPD, prevent the employee from utilizing their accumulated compensatory time within the specified limits, such limits shall be extended for an additional thirty (30) days. Compensatory time off shall be taken with appropriate notice and advance approval of the employee's supervisor, whose approval shall not be unreasonably denied.

#### Section 4. Off-Hours Communications

CPD and the Guild acknowledge the importance of employees being able to have work-life balance and that being required to check email or phones off-hours can impede the ability for employees to strike that balance.

Generally, the hours before 8:30am or after 6:30pm (as applied in the time zone for the person receiving the communications), personal-time-off, weekends or other designated days of rest (e.g. other days as designated in flex schedules), and CPD holidays are considered "off-hours." Employees are not expected to regularly check their email or phones off-hours. If a response is required to be done off-hours, supervisors must explicitly state that expectation and the rationale for the need for off-hours responses. Supervisors should work to provide as much advance notice of any need to work off-hours. Employees will not be disciplined for failing to respond to off-hour communications unless there is an explicit expectation or responsibility that requires responsiveness. When CPD communicates with an employee off-hours in a manner that requires a response it will be considered time working except for de minimis communication.

More intrusive work-related communications by employees and supervisors (e.g., texting and phone calls) in the off-hours should generally be limited to those items that are time-sensitive or necessary for a responsibility-specific communication.

Departments will work, with employees' input, to develop practices that make sense for the demands for their teams, especially for rapid-response situations.

Employees who have questions about expectations are encouraged to ask their supervisor. Employees who feel they experience a pattern of excessive or intrusive off-hour communications are encouraged to raise it directly with their supervisor, their supervisor's supervisor, or HR.

### **Article 18. Paid Time Off**

#### Section 1. Overview

The leave policies of this Article apply to all employees, but the calculations pertain to full-time employees only. Part-time employees are offered a prorated amount of leave based on the

percentage they work compared to a full-time employee.

For any type of leave, except in the case of holidays, employees must first contact their supervisor for approval. In the case of illness, emergency absences or personal days, the employee should notify their supervisor as soon as possible. Unless otherwise stated, leave under this Article holds no value upon separation from employment. Five (5) consecutive days of unexplained absences may be considered job abandonment, but if the employee later reports extreme circumstances that prevented the employee or a representative from notifying CPD of the reason for the absence, CPD will consider the explanation and the timing in determining if the employee abandoned their role.

When requesting leave, an employee must indicate if the leave is for one of the purposes set forth in applicable federal, state or local laws providing family and medical leave, parental leave, sick and safe leave or other mandated leave, so that CPD can comply with record-keeping and other requirements that may be applicable. Employees may need to complete necessary HR forms and provide documentation as required by HR to substantiate the requests. Material or fraudulent misrepresentation made by an employee to unjustly obtain or continue any leave will be just cause for discipline. No employee will be subject to retaliation for, in good faith, requesting or using any leave available under this Article, making a leave-related complaint, or bringing or testifying in a leave-related legal proceeding.

The paid leave benefits provided in this Article are intended by the parties to satisfy at least the minimum requirements of all applicable federal, state and/or local laws mandating paid leave. Benefits under this Article shall be used and shall run concurrently with any legally required leave, paid or unpaid, for which the employee may be eligible under the Federal FMLA, any state or local analogous FMLA, or other applicable laws or regulations, and will be coordinated with any federal, state or local government paid insurance or related programs, such as disability support programs or workers compensation and with any private insurance benefits provided by CPD. If any leave provision in this CBA falls below minimum applicable statutory requirements, CPD will fully comply with those laws. Any leave benefits provided under this CBA that exceed minimum applicable statutory requirements will not be reduced.

For purposes of this Article, close family member means the employee's spouse, domestic partner, child, parent, sibling, grandparent, parent-in-law, aunt, uncle, guardian, or a member of the employee's family unit who is in the same residential unit. For any reference to a leave related to a close family member in this Article, an employee may request leave for a close family member not specifically named above.

## Section 2. Vacation Days

Vacation days begin to accrue on the employee's first day of work.

Vacation time must be earned before it can be used. Employees may only take paid time off that they have not yet accrued in extreme or unusual circumstances (and with approval of the

Supervisor and the Director of HR).

Vacation days will be scheduled subject to the approval of the supervisor.

Annual vacation time will accrue on the following basis. At the time of hire, CPD will determine the number of months worked at a founding organization (CPD, CPDA, and the Leadership Center for the Common Good) and at an affiliate organization of the CPD Network, for purposes of calculating the appropriate total “months credited for of vacation accrual,” as defined below. Time spent as an employee of a founding or affiliate organization shall not apply to the determination of seniority as described in Article 9.

Months Credited for Vacation Accrual:	Annual Accrual of Vacation Days	Rate of Accrual
Less than one calendar year (0-12 months )	Three weeks of vacation each year	1.25 days per month
One to three calendar years (12 month, 1 day -36 months)	Four weeks of vacation each year	1.67 days per month
Three to five calendar years (36 months, 1 day- 60 months)	Five weeks of vacation each year	2.08 days per month
Over 5 years (60 months, 1 day and over time)	Six weeks of vacation each year	2.5 days per month

Employees may not choose pay in lieu of vacation. Vacation days which have been accrued but are unused may not be cashed in for salary except at time of separation from employment. At this time, an employee will be paid out for unused accrued vacation days.

Vacation payout will be calculated as follows: An employee’s daily rate is found by dividing their annual salary by the number of weeks in the year (52) and the number of days in a week (5). Once the daily rate is calculated, it is multiplied by the number of days to be paid out.

Accrual of vacation time for full-time employees will occur on a rolling basis. Employees cannot accrue more than thirty (30) unused vacation days. Once the vacation accrual cap is reached, employees must use vacation days in order to continue accruing. Employees may carry over a maximum of thirty (30) days of accrued unused vacation to the next calendar year.



### Section 3. Holidays

CPD will be closed on: Martin Luther King Day, Memorial Day, July 4, Labor Day, Indigenous People's Day, the fourth Thursday in November, the day after the fourth Thursday in November, and all days between and including December 24 and January 1. All staff will be paid for these days.

### Section 4. Sick and Safe Leave (For Care of Self or Close Family Member)

Full-time employees receive ten (10) paid sick and safe days per calendar year. These days are given in full on January 1. Part-time employees receive a prorated number of paid sick and safe leave based on their hours worked compared to a forty- (40) hour work week.

For employees who work partial years, they will receive a prorated number of sick and safe days for that year, e.g., employees who start July 1 will receive five (5) days.

Unused sick and safe days from previous years do not roll over and unused days may not be cashed in for salary.

Sick and safe leave is to be taken in the event an employee is sick or to care for a close family member who is sick, or for a regular dentist, mental health, reproductive health, eye-care or doctor visit, where it is not practical to make such an appointment for after-work hours. Safe leave is to be taken for absences associated with domestic violence or sexual abuse, including court appearances or cooperation with law enforcement. Sick and safe leave is not an all-purpose leave. Sick and safe leave does not distinguish between issues of mental health and physical health – both are health care concerns.

Employees must notify their supervisors no later than the morning of the day(s) they intend to utilize their sick or safe leave. Unreasonable failure to provide supervisors with notification prior to taking sick and safe leave may be cause for disciplinary action, including the loss of compensation for the day not worked. No disciplinary action will be taken in the event of using safe leave, if conditions did not permit the employee or a representative to safely notify their supervisor.

Employees should make all reasonable efforts to communicate clearly with their supervisors or other work colleagues regarding work commitments while they are absent for sick and safe leave, and ensure that work responsibilities and commitments are responsibly rescheduled or adequately covered by other staff. An exception will be permitted in emergency circumstances.

Furthermore, a supervisor cannot deny a staff member the right to take sick and safe time when needed because of difficulty reassigning or rescheduling job responsibilities.

An employee who takes three (3) or more consecutive days of sick and safe leave for any purpose must name their reason for leave so that CPD can comply and be consistent with its

record-keeping and other requirements that may be applicable under federal, state, or local regulations and laws.

#### Section 5. Medical Leave for Serious Health Condition

CPD may grant full-time employees up to ten (10) supplemental, paid sick days, in full day increments, over a rolling twelve (12) month period counting backward from the date the leave is used in the case of a serious health condition, as that term is defined by the Federal FMLA, that requires absence from work. This leave may be granted if the employee has exhausted all of their regular sick days for that year and as a supplement to any available public disability or workers compensation benefits or private short or long term disability insurance benefits.

Where paid medical leave benefits are available to a CPD employee under a mandatory public benefits system (such as benefits programs available in New York, the District of Columbia, and California or under a workers compensation insurance program), paid medical leave under this section shall be coordinated with and shall run concurrently with such public leave benefits. The employee shall seek and use compensation available through that system, and medical leave benefits under this section shall be available only to make up the difference, if any, between the public benefits and the employee's salary. In addition, employees shall seek and use compensation available to them through any private short or long-term disability insurance program provided by CPD, and such benefits shall be coordinated with paid medical leave benefits available under this section.

Supplemental sick days must be approved by the employee's supervisor and by the Director of HR and requires written verification from the employee's physician or the employee's family member's physician.

#### Section 6. Personal Leave

Effective January 1, 2021, full-time employees are provided 2.5 personal days on the first day of employment or on January 1 each year they are employed, and accrue at a rate of 0.21 days each month thereafter. Full-time employees cannot accrue more than five (5) unused personal days.

Personal days cannot be carried over from year to year. Unused personal days may not be cashed in for salary.

Employees must provide their supervisor with as much advance notice as possible if they intend to use a personal day, unless an emergency prevents them from doing so. Failure to do so by the morning of the day that personal leave is taken may be cause for disciplinary action.

#### Section 7. Parental and Family Care Leave

- A. Parental leave is available to bond after the birth of an employee's child or the placement of a child with the employee for adoption or foster care; Family care leave is

available to care for a close family member if such a person has a serious health condition, as the term is defined by the Federal FMLA.

- B. A full-time employee may take up to twelve (12) weeks for parental and family care purposes during a rolling twelve- (12) month period looking backward from the date an employee uses this leave. An employee who takes such leave extends a good faith commitment to the organization that they will come back to their position after the leave is over. Some, or all, of this leave may be paid depending on what has been accrued:
  - i. Beginning on the first day of employment, a full-time employee accrues 3.34 days of paid leave per month that may be used for parental or family care purposes. Accrual caps at twenty (20) days (4 weeks).
  - ii. After six (6) months of employment, a full-time employee accrue 3.33 days of paid leave per month that may be used for parental leave. Accrual caps at forty (40) days (8 weeks). These days may only be used for parental leave and may be used in addition to the time granted in Section 7(B)(i) for a total of sixty (60) days (12 weeks) for parental leave.
  
- C. Any parental leave must be taken within twenty-four (24) months after the date of birth or child placement but a full-time employee can take no more than twelve (12) paid weeks in a twenty-four (24) month rolling period looking backward from the date an employee uses parental leave. Family care leave may be taken as long as the conditions for family care leave exist, but a full-time employee can take no more than twelve (12) weeks family care leave, with a maximum of four (4) weeks paid, in a twelve (12) month rolling period looking backward from the date the employee uses family care leave. CPD may request that the employee provide documentation from a health provider of the family member with a serious health condition. Failure to provide medical documentation in a timely manner upon request may result in a denial of leave until such certification is provided. Unused leave provided in this section cannot be cashed out under any circumstances.
  
- D. 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 and safe and medical leave for serious health condition leave may also be used if appropriate and the conditions for those leave policies are met.
  
- E. Where paid parental or family care leave or other similar paid leave benefits are available to an employee under a mandatory public benefits system (such as New York or District of Columbia Paid Family Leave program), paid leave under this Section 7 shall be coordinated with and shall run concurrently with such public leave benefits. An employee covered by a public family leave benefits program must file a claim with the relevant governmental agency, and CPD will only make up the difference, if any, between the public benefits and the employee's full salary for the extent of leave available to the employee under this section.

## Section 8. Employee Sabbatical

After eight (8) years of full-time paid employment at CPD or at the Leadership Center for the Common Good and every five (5) years after, employees have the opportunity to request a paid sabbatical of up to three (3) months, contingent upon the approval of their supervisor and the Co-Executive Directors. If an employee wishes to make use of this policy, they should make a proposal for an activity that will refresh and renew them, while bringing something back to the organization. If the employee leaves within a year of their sabbatical, they are obligated to repay the sabbatical, a requirement which, in exceptional circumstances, CPD may, in its discretion, waive.

## Section 9. Condolence Leave

Full-time employees are entitled to five (5) paid regular working days for the death of a close family member during any twelve (12) month period of employment. In cases where travel for bereavement purposes is particularly time-intensive (e.g., overseas travel or locations that are only possible with a twelve (12) hour one-way trip), an employee may request that condolence leave be extended for an additional two (2) days with approval from HR.

## Section 10. Jury Duty

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

## Section 11. Unpaid Leave

Unless otherwise specified, CPD may grant, in its discretion, unpaid leave when an employee does not have available paid time off and when the duration of the leave (including when the employee is scheduled to resume regular work at their full-time schedule) is satisfactory to CPD. No such leave will be granted without approval of the employee's supervisor. Requests of leave of one (1) week or more will not be granted without the approval by the Director of Human Resources, who will provide information to the employee of the impact of such long-term unpaid leave on benefits and PTO accrual. If approved, the employee must inform Human Resources of the dates of the leave five (5) working days before the leave begins, except in emergency situations.

## **Article 19. Benefits**

### Section 1. Medical Insurance

Beginning on the first day of employment, CPD will provide individual health insurance coverage for all employees who work a minimum of forty (40) hours per week, on a year-round basis, and

pay one hundred percent (100%) of the premium of such coverage for such employees, and a proportional share for employees who work less than full time but more than thirty (30) hours per week. Employees who work a minimum of forty (40) hours per week have the option of extending group coverage to their dependents, with CPD to pay sixty-five percent (65%) of the additional cost of coverage for spouses/domestic partners, family, or children for full-time employees, and a proportional share for employees who work less than full time but more than thirty (30) hours per week. The employee shall pay the balance.

The employee may choose to opt out of the group health insurance plan as long as this does not jeopardize CPD's ability to maintain its group policy and the employee is able to provide proof of other eligible coverage. Upon doing so, the employee will be eligible to receive an opt-out payment per month added directly to their paycheck and taxed as income. The payment amount will be determined by CPD and the Guild prior to each open enrollment period and stay fixed until the next open enrollment period. Employees may choose to opt out at their time of hire, after a qualifying event, and during CPD's open enrollment period. The opt-out payment will cease if the employee elects group coverage after initially opting out. Employees who work less than full time but more than thirty (30) hours will receive a proportional amount of the standard opt-out payment.

#### Section 2. Dental & Vision Insurance

Beginning on the first day of employment, CPD will pay one hundred percent (100%) of the premiums of dental and vision coverage to all employees who work a minimum of forty (40) hours per week and their spouses/domestic partners and dependents. Employees who work fewer than forty (40) hours per week on a regular basis are not eligible for this coverage. Eligible employees may not opt out of this benefit.

#### Section 3. Life and Accidental Death & Dismemberment Insurance

Beginning on the first day of employment, CPD will pay one hundred percent (100%) of the premiums of Life and Accidental Death and Dismemberment (AD&D) insurance coverage to all employees who work a minimum of forty (40) hours per week. The value of the AD&D plan is \$50,000. The value of the Life Insurance plan is \$100,000. Employees who work fewer than forty (40) hours per week on a regular basis are not eligible for this coverage. Eligible employees may not opt out of this benefit.

#### Section 4. Short Term Disability

CPD provides a short-term disability plan for all employees who work a minimum of forty (40) hours per week, providing certain benefits in the event of qualifying circumstances defined in the plan, such as eligible employees who become disabled and are unable to work for more than seven (7) consecutive days receive sixty percent (60%) of their salary to a maximum of \$1,500 per week for up to twelve (12) weeks. Any and all aspects of this benefit are controlled exclusively by the terms of the disability insurance plan, and in the event of any discrepancy

between the foregoing summary and the Certificate of Coverage, the actual Certificate of Coverage will govern.

#### Section 5. Long Term Disability Insurance

CPD provides a long-term disability plan for all employees who work a minimum of forty (40) hours per week, providing certain benefits in the event of qualifying circumstances defined in the plan. Eligible employees who become disabled and are unable to work may, if their application is approved by the insurer, receive a benefit in the amount of sixty percent (60%) of their salary starting once an employee has been sick for more than ninety (90) consecutive days. Any and all aspects of this benefit are controlled exclusively by the terms of the disability insurance plan, including maximum duration of plan, and in the event of any discrepancy between the foregoing summary and the Certificate of Coverage, the actual Certificate of Coverage will govern.

#### Section 6. Retirement Plan

CPD offers a 401(k) tax deferred retirement savings plan to employees who are eligible for participation in accordance with the specific terms and conditions of the Plan as set forth in the formal Plan Document, such as contributing two percent (2%) of an employee's base salary, matching an employee's contribution up to four percent (4%) of the employee's base salary and eligibility on the first (1st) day of the month ninety (90) days after the date of hire. All participants in the Plan receive a Summary Plan Description (SPD). If there is any discrepancy between the provisions of this CBA and the Plan Document, or between the SPD and the Plan Document, the Plan Document will govern.

Participating employees may voluntarily contribute a specified percentage of their gross pay into the Plan on a pre-tax basis, in accordance with the Plan Document and applicable law, and such employee contributions to the Plan are one hundred percent (100%) vested at all times. In accordance with the Plan Document, CPD makes certain mandatory contributions and may also make discretionary contributions, including matching contributions. The vesting schedule for any such employer contributions to the Plan is as set forth in the Plan Document.

#### Section 7. Flexible Spending Programs

CPD will provide Health Care and Dependent Care Flexible Spending Accounts (FSA), on the first (1st) day of the month ninety (90) days after the date of hire, to all employees who work a minimum of forty (40) hours per week on a year-round basis and who are scheduled to work longer than a three (3) month period. CPD contributes up to \$500 per year for health-related expenses to the Health Care FSA. CPD contributes up to \$500 annually toward a dependent care FSA consistent with the regulations and eligibility that govern FSA and the FSA plan administration, beginning the plan year that starts after the ratification date of this contract in which such contribution is possible.

## Section 8. Pre-Tax Transportation Program

Beginning on the first day of employment, CPD will maintain a pre-tax transportation plan to enable employees scheduled to work longer than a three (3) month period the option to pay for commuting related travel with pretax dollars up to the prevailing federal limit under this program, which is subject to change annually, per IRS regulations.

## **Article 20. Access to Personnel Files**

### Section 1. Maintenance of Files

CPD shall maintain personnel records, which include an employee's application, cover letter, resume, pre-employment material and all pertinent documents concerning the employee's employment record, job description, compiled performance evaluations and documentation of disciplinary action or changes in employment status.

### Section 2. Confidentiality of Files

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

### Section 3. Guild Access to Files

When reasonably required in the judgment of a Guild representative, including both local and national representatives, to administer the Agreement or to process a grievance, and upon presentation of an employee's signed access authorization, CPD will make available for review and furnish copies to the Guild representative all, or designated, materials in an individual employee's personnel file. Absent an employee's authorization, the Guild representative shall be provided with personnel file materials relevant to administering the Agreement or to processing a grievance, subject to any limitations imposed by law.

### Section 4. Employee Access to Files

An employee will receive written notice of any changes to their personnel file regarding discipline within two (2) working days of said change, and an employee has the right of access to their official personnel file within two (2) business days of a written request by the employee to CPD. 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. The employee has the right to have their written response to any material related to discipline or job performance in the official personnel file attached to the material.

## **Article 21. Layoffs & Severance**

### Section 1. Layoffs

A. Layoffs are nondisciplinary terminations due to lack of funds, lack of work, or other organizational needs. CPD retains discretion to change job descriptions with the relevant employee's input, or to end or redesign programs or projects, and such changes 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.

B. CPD shall notify the Guild and the affected employee at least forty-five (45) days in advance of any reduction in force that would involve an employee layoff. CPD shall provide the affected employee(s) with job descriptions of all vacant positions not impacted by the layoff.

CPD shall provide the Guild with background information about the need for a reduction in force and the employee(s) under consideration for layoff. Overall relevant context could include, for example, changes in funding levels and type of funding (e.g., general operating or project-based), changes in the fundraising landscape for continued work on an issue, etc.

Further, CPD shall provide the Guild with information as to the particular criteria that are most relevant for determination of which employees will face layoff and which may be retained. For example, criteria that may be deemed relevant in the context of a reduction in force involving layoff could include an employee's skills, expertise, performance, experience, and/or geographic location (if relevant to continued work in the unit).

C. During the period prior to a layoff, CPD and the Guild will meet to discuss the rationale for the reduction in force, the relevant criteria for making a final determination as to which employees will in fact be laid off, and possible alternatives to layoff. CPD and the Guild affirm their commitment to open-minded consideration of reasonable ways to avoid layoffs or reduce their scope or duration. Fifteen (15) days after the initial notice, CPD shall update the Guild concerning any changes to the list of employee(s) facing layoff and notify those employees in writing.

D. At the end of the forty-five (45) day period, should CPD deem it appropriate to proceed with a reduction in force, it shall be within CPD's discretion to make a determination of which employees to lay off of those who received notice, based on the relevant criteria. CPD will provide the Guild updates on the rationale for the layoff or an explanation to the Guild as to why efforts to avoid a layoff were not successful or why the layoff is not avoided. Where two (2) or more employees are under consideration for layoff and are deemed to be substantially equal in the relevant respects, seniority shall be given primary consideration. A laid off employee shall have recall rights, in order of seniority, to a job for which CPD reasonably deems they are qualified, based on the relevant criteria



determined by CPD, for up to one (1) year from date of layoff.

- E. If, during the notice period or within ninety (90) days subsequent to the layoff, CPD considers engaging any additional consultants or temporary employees to perform work being performed by or formerly performed by an affected employee, CPD will notify the Guild and give priority consideration to qualified, affected employees who are willing and able to perform the work. During the ninety (90) days subsequent to a layoff, affected employees will be notified of job postings at the same time as current employees in accordance with Article 7, Section 1, Internal Applicants.

## Section 2. Severance

Employees who are terminated from CPD as the result of being laid off who have worked for more than six (6) consecutive months shall receive two (2) weeks salary for every one (1) year of employment, with the amount of partial years of service prorated, and the total amount capped at \$14,000. For those employees who have worked more than six (6) consecutive months but less than one (1) year as of termination, who elect and receive COBRA continuation coverage under CPD's plan, CPD will pay COBRA premiums for one (1) month subject to rules and regulations governing COBRA administration. For those employees with more than one (1) consecutive year of service as of termination, who elect and receive COBRA continuation coverage under CPD's plan, CPD will pay COBRA premiums for two (2) months subject to rules and regulations governing COBRA administration.

## **Article 22. Job Security, Discipline & Discharge**

### Section 1. Discipline

There shall be no discipline or discharge of non-probationary employees without just and sufficient cause.

Discipline shall be applied progressively by CPD except in the case of gross misconduct, and shall be applied within twenty (20) working days of the event(s), or the discovery of the event(s) giving rise to the discipline.

The Guild shall be notified in writing, simultaneously with the employee, of any discipline or discharge.

If no other discipline has been received, notices of discipline shall be removed from an employee's personnel record twelve (12) months after issuance.

### Section 2. Non Disciplinary Coaching

It is CPD's hope that problems of performance, conduct, or behavior can be addressed without formal discipline. Supervisors are expected to provide feedback to employees during standing supervision meetings and may provide additional feedback, guidance, and coaching through

separate conversations and written materials, including performance improvement plans, as needed.

The supervisor may decide to call a course correction meeting to provide more formalized feedback. The course correction meeting is not disciplinary. It is a more formalized discussion between the supervisor and employee (which may be conducted in person, telephonically, or through other electronic conferencing). The supervisor will provide the employee advanced notice, in writing, that they would like to schedule a course correction meeting. The course correction meeting is designed to identify problems and discuss solutions. Specifically, the supervisor and employee will:

- A. discuss the issue(s) being identified by management,
- B. identify training or professional development, if needed, and discuss what the employee must do to improve, and develop a performance improvement plan, if appropriate.

The employee can bring a Guild representative to the meeting.

Following the meeting, management will prepare a written summary, which will include clarification of expectations. This may include, depending on the situation, a performance improvement plan and other comments regarding correction and/or support which the employee will have an opportunity to review and respond to. A performance improvement plan provided during a course correction meeting is not a disciplinary action.

## **Article 23. Initial Offers, Annual Raises and Wage Scale**

### Section 1. Initial Offer

At the time of initial offer, employees in the unit will be placed into one of the four (4) categories described in Section 2 of this Article by the Director of HR in consultation with the hiring supervisor.

All categories have a baseline salary and upper limits which set the allowed salary range at the time of offer. On a case by case basis, CPD and the Union may agree to waive the upper salary limit. The upper limit does not act as a salary cap during the course of employment (e.g. someone can receive raises throughout the course of employment which exceed the upper limit of the salary range). When someone transfers into a higher category, they do not need to start at the lowest salary band. The nature of the job should be considered.

Within the initial offer salary range, CPD has discretion to grant increases as follows:

- A. Standard Increases within a Category for Initial Offer:
  - i. Relevant Work Experience: \$1,000 per year of relevant work experience over the base years expected for the category, up to \$10,000.
  - ii. Geographic pay differential: A geographic pay differential to account for

variations in the cost of living across work locations. Employees who live in cities which fall in the bottom third of metropolitan costs of living will receive no increase. Employees living in the middle third will receive \$3,500 and those living in the top third will receive \$7,000.

- a. City listings are based on the Cost of Living Index listed on Numbeo.com or an alternative agreed upon by CPD and the Guild.
  - b. In the event that an employee moves from the city in which they received their offer to a less expensive one, they are entitled to keep the pay differential provided they have worked at CPD for at least twelve (12) months.
  - c. In the event that CPD requires an employee to move to a more expensive city for work-related purposes, or CPD has a strong interest (expressed officially through HR prior to the move) for the position to be based in the more expensive city such that CPD decides to apply the differential, the employee will receive the pay differential upon moving. Employee-initiated moves are not subject to the geographic differential.
- ii. Professional degree(s): \$2,000 per relevant degree

B. Discretionary Increases within a Category for Initial Offer:

- i. Nature of the job (e.g., level of responsibility, complexity, discretion, etc.)
- ii. Fundraising (staff assigned to Category 4 because of significant fundraising responsibilities generally do not receive an additional salary increase because of fundraising)
- iii. Market rate for similar positions
- iv. Other factors considered relevant by CPD.

## Section 2. Categories

Categories are assigned at time of hire and reviewed annually by CPD, unless there is a mid-year promotion of a degree that results in shifting an employee to a new category.

The primary consideration in determining categories, and the associated salary, is the work in the job description. If two (2) people are expected to perform substantially similar jobs at the same level, the salary floor should be substantially similar and then any of the increases provided for in Section 1 of this Article will be factored in, including years of experience.

Categories are defined as follows:

A. Category 1:

- i. Years of relevant work experience: Assumed starting point for employees with less than five (5) years relevant work experience, unless CPD determines that demonstrated work performance and requirements of the role justify placement at Category 2.
- ii. Definition:

- a. Category for staff with a level of experience that means they require a high degree of support, supervision, and direction from supervisor and others at the organization.
    - b. Generally operationalizes processes or strategies decided upon by their supervisor or other lead staff.
    - c. All fellows (legal or otherwise) will be in this category and paid the baseline plus any geographic pay differential or the amount provided through the fellowship, whichever is greater.
  - iii. Salary range for initial offer: \$45,000 plus geographic pay differential to \$70,000 plus geographic pay differential.
- B. Category 2:
  - i. Years of relevant work experience: Generally six plus (6+) years relevant work experience
  - ii. Definition:
    - a. Primarily responsible for prioritizing their own work. Brings significant knowledge of the field or organizationally-important technical skills/expertise.
    - b. Portions of work responsibilities are designed/delegated by others; some are self-designed in line with team and organizational strategy.
    - c. Handles a wide range of complicated work responsibilities.
  - iii. Salary range for initial offer: \$55,000 plus geographic pay differential to \$80,000 plus geographic pay differential.
- C. Category 3:
  - i. Years of relevant work experience: Generally ten (10) or more years relevant work experience
  - ii. Definition:
    - a. Those defined in Category 2 in addition to the following:
    - b. Anchors a significant body of work in line with organizational strategy and with a high level of independence, or holds a deputy-type role for a significant sub-body of work within a multi-person team.
    - c. Manages significant cross-departmental, cross-network, cross-movement work and/or relationships in a sustained fashion in a way that substantially increases CPD's capacity and/or impact.
  - iii. Salary range for initial offer: \$70,000 plus geographic pay differential to \$100,000 plus geographic pay differential.
- D. Category 4:
  - i. Years of relevant work experience: Generally twelve (12) or more years relevant experience
  - ii. Definition:
    - a. Leads design and implementation of team or program-area work plan in

- line with organizational strategy.
- b. Designs and leads cross-departmental, cross-network, cross-movement work in a sustained fashion in ways that benefit the whole of CPD.
- c. Significant fundraising responsibility.
- iii. Salary range for initial offer: \$80,000 plus geographic pay differential to \$120,000 plus geographic pay differential.

HR, in consultation with department directors, will review and propose changes to the wording of category definitions, and department directors will provide the types of roles or criteria in each category as relevant for their departments or the teams within them. The aim is not to change categories but to make category definitions more clear, understandable, and applicable. HR and at least two (2) department directors will present the proposed wording for categories to the LMC by November 16, 2020 for approval. If the LMC approves by December 16, the wording will be used effective January 1, 2021. The wording of category definitions and the department and/or team specific types of roles or criteria in each category will be released to all staff once approved by the LMC.

### Section 3. Executive Pay

The highest paid employee of the organization shall not receive a salary exceeding three (3) times the upper salary cap for initial salary offers to Category 1 employees as described in Section 2 of this Article. Total salary will include salary from CPD and any bonuses received.

### Section 4. Annual Raises

Beginning on January 1, 2021, and throughout the term of the contract, an annual raise will be awarded to full-time salaried employees on January 1 of each year to reflect a year at CPD and part-time salaried employees will receive a raise in proportion to the amount of time they worked at their part-time schedule over the course of the year. For full-time employees who have been at CPD since before January 1 of the prior year, the raise amount will be \$2,500. For full-time employees who have been employed since a date on or after January 1 of the prior year, the raise amount will be prorated based on the month of the employee's start date, as follows:

If you started at CPD in the previous year and have been at CPD since...	You receive an annual raise of...
January	\$2,292
February	\$2,083

March	\$1,875
April	\$1,667
May	\$1,458
June	\$1,250
July	\$1,042
August	\$833
September	\$625
October	\$417
November	\$208
December	\$0

Notwithstanding the ratification date of this Agreement, CPD will implement, no later than April 15, 2020, a one-time \$2,500 raise retroactive to January 1, 2020, for employees who began employment prior to December 1, 2019 and who are employed on the date this raise is implemented.

#### Section 5. Raises and Promotions

CPD has full discretion to increase salaries at the time of annual raises (or, as occurs more rarely, over the course of the year) consistent with the principles that animate an initial offer described in Section 1 of this Article and other relevant factors that may have changed since the initial offer, such as the nature of the job. Raises granted pursuant to this section shall not be subject to the Grievance and Arbitration procedures laid out in Article 6.

Mid-year raises are rare because they require more significant change in role and responsibility than the natural evolution of a role that happens over the course of time. At the annual review process, CPD reviews to see if the evolution in the role warrants a raise and/or promotion.

## Section 6. Annual Process

CPD will review an employee's job duties, current Category, work performance, and other factors CPD deems relevant to determine whether it is appropriate to change an employee's Category during the formal performance evaluation period (see Article 12: Evaluation), with extension or process modification by mutual agreement. For example, if the LMC approves new wording for categories according to Section 2 of this Article after September 30 but before December 16, the parties may agree to extend the review contemplated by the annual process into the beginning of 2021 so as to be able to refer to the new wording. The annual process is also the time for employees to engage in self-advocacy related to promotions.

Prior to the annual process, CPD will provide an opportunity for employees to understand how compensation is calculated. Employees who have specific questions or concerns are encouraged to speak to HR to discuss their compensation and the compensation process. Employees are welcome to invite a Guild representative to that meeting.

## Section 7. Bonus Pay

In CPD's discretion, CPD may award bonus pay, for example if an employee has been temporarily taking on a role for an extended period of time that would be more highly compensated according to the pay scale as if it was a permanent change.

## **Article 24. Pay Equity and Annual Equity Audit**

CPD fights for a world where equal work receives equal value, but far too often women, gender non-conforming individuals, and people of color continue to be paid less than white and cis-male counterparts for their work. Because CPD is a national leader in racial and economic justice, we seek to live out our values within our own workplace by recognizing and reconciling any equity disparities that exist within CPD through the following measures:

### Section 1. Hiring

CPD shall not ask job candidates for previous salaries. Job candidates can, however, offer to disclose this information voluntarily.

### Section 2. Annual Equity Audit

CPD will hire a consultant to recommend an equity audit process addressing employees' compensation, category designations, raises, promotions, hiring, and retention and conduct an audit. The LMC will be engaged in the consultant selection process. CPD will share with the LMC an equity report based on employee data shared with the consultant. Such a report will be provided to the LMC in the third quarter of every year.

By the end of the fourth quarter:

- A. The LMC or a working group of the LMC will analyze results and develop recommendations to address any individual or broader disparities found that are not the result of the principles that animate Article 23, Section 1.
- B. The report and recommendations will be released to all staff.
- C. If individual disparities are found that are not the result of the principles that animate Article 23, Section 1, management will meet with any adversely affected employee to explain any remedy that will be taken, which may include back pay.

## **Article 25. Non-Discrimination and Equal Employment Opportunity**

### Section 1. Non-Discrimination and Equal Employment

Both CPD and the Union are committed to building a workplace free from unlawful discrimination or harassment. In keeping with their respective policies, neither CPD nor the Union shall 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, age, mental or physical disability, ancestry, marital status, national origin, or other legally protected status or because of such employee's membership in, or activities on behalf of, the Union.

CPD is committed to providing equal opportunity in all aspects of employment and administer all personnel policies and procedures in an equal, non-discriminatory manner, and to complying with all relevant and applicable federal, state or local laws prohibiting discrimination or requiring equal opportunity. Further, as embodied in Article 24, the parties are committed to ensuring that the pay policy reflects the shared commitment to pay equity and equal pay for work of comparable value.

### Section 2. Complaints and Legal Action

CPD maintains a legally-compliant policy prohibiting discrimination and/or sexual harassment and providing for internal complaints, contained in its Employee Manual and applicable to all employees at the organization, including members of the bargaining unit.

Employees may grieve sexual harassment or impermissible discrimination in accordance with the grievance procedure set forth in Article 6. Employees may also choose to follow the process outlined in the Employee Manual. Whether or not employees pursue internal remedies, they retain all rights under the law to take any form of legal action.

## **Article 26. Respect and Dignity**

The Guild and CPD recognize their shared interest in building a relationship that is effective, constructive, and oriented towards problem-solving, to ensure that CPD fulfills its mission and that employees are supported in bringing their creativity and energy to the work. To achieve this



mutual aim, CPD 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 the work, and the workforce, of CPD.

## **Article 27. Joint Labor Management Committee and Staff Engagement**

### **Section 1. Labor Management Committee**

The parties will establish a joint Labor-Management Committee, comprised of three (3) union-appointed members and three (3) management-appointed members. Members of the LMC and any ad hoc working groups will be chosen with a commitment to maintaining diverse representation and avoiding disproportionate burden of responsibility on internal teams or departments.

The LMC shall meet at least quarterly and, in its discretion, more frequently. The LMC will seek to identify and resolve issues of mutual concern to CPD and the Guild. The LMC further will support and facilitate the attainment of CPD's goals, and enable employees to be more effective in accomplishing CPD's mission. The committee may take up non-grievance issues that affect the relations of an employee and CPD. Decisions and recommendations of the LMC shall be by consensus.

### **Section 2. Labor Management Committee Working Groups**

The Labor Management Committee may create ad hoc working groups that are comprised of an equal number of members from the Guild and management to address particular issues within the organization as determined by mutual agreement of members of the LMC, or to facilitate specific processes outlined in this Agreement. Ad hoc working groups shall be co-led by management and the Guild with equal authority and responsibility for carrying out the assigned mission of the ad hoc working groups. Working groups shall provide their recommendations and findings to the full LMC for review and final recommendation on consensus. The LMC will release its final recommendations to the full staff. The LMC may request time to discuss issues arising out of ad hoc working group meetings at any scheduled staff meeting, including but not limited to weekly all staff calls and staff retreats.

### **Section 3. Staff Engagement**

Parties share a commitment to meaningful and respectful staff engagement with regards to key organizational operations and strategies and share an understanding that not every action or decision is feasible or appropriate for staff involvement. The parties will establish a joint Staff Engagement Committee (SEC) to develop processes for staff engagement, and provide a space to exchange information and expertise on relevant aspects of the operation and strategy of the organization.

The SEC will be comprised of three (3) unit members, one (1) confidential employee who is not on the Senior Leadership Team (SLT), two (2) managers who are not on the Senior Leadership Team, and three (3) members of the Senior Leadership Team. Unit members will be appointed by the Union or a process determined by the Union. Non-unit members will be appointed by management or in a process determined by management. Other staff may join the SEC if agreed by the SEC. The SEC will launch in the third quarter of 2020.

This committee will annually develop its areas of focus for the year such as planning and facilitating staff retreats, all-staff calls, and other all-staff gatherings; or designing processes to solicit input from staff, share information with staff, and engage staff on aspects of organizational structure, budget, strategy, and organizational-wide processes and systems. Executive Directors remain final decision-makers in accordance with their Board-granted authority.

After the SEC is in operation for one (1) year, the LMC will meet and review whether it satisfies both parties' interests and whether it should continue or whether it should be modified.

#### Section 4. Twice Annual All-Staff Meetings

CPD will hold at least two (2) all-staff meetings a year, with planning from the Staff Engagement Committee. At least five (5) SLT members, including at least half of the Co-Executive Directors (if there are two (2) or more Co-Executive Directors) must participate at each of these all-staff meetings.

#### Section 5. Labor Management Committee Access to Information

The LMC shall have access to information needed to participate in a meaningful way in any committees or working groups, including but not limited to board approved budgets and any mid-year changes.

### **Article 28. Consultants**

Effective January 1, 2021, the Guild will be informed of any consulting agreement with an individual that is a) for a scope of work that is normally performed by a bargaining unit position and b) for work that lasts for longer than four (4) consecutive months, where the work is regularly expected to average more than twenty (20) hours per week.

CPD shall give preference to unionized, and minority- and women-owned vendors and contractors to provide products and services, where feasible and consistent with a community benefits rationale, for example, by aiming to contract with unionized hotels and vendors for large convenings, or using unionized shops for printing and marketing materials, if possible.

## **Article 29. Outside Employment, Appearances, Bylines**

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

Where an employee wishes to pursue outside engagements that relate to CPD's mission or work (paid employment, board membership, publishing, journalism, blogging or other public writing under the employee's name, or other publicly-visible forms of engagement), the employee will seek approval of outside engagements from their supervisor prior to undertaking them. Any denial by a supervisor of outside engagements must be submitted in writing to the employee, HR and added to the employee's personnel files. CPD will strive to support employee's desired activities to the extent that they do not present a conflict with CPD's work or the employee's work or work hours for CPD. CPD and the Guild recognize that outside paid employment or outside engagements that involve solicitation of funding may not be reconcilable to the employee's paid position with CPD, despite best efforts. 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 may be given the opportunity to remedy the conflict before CPD rescinds permission to do the desired activity. This Article is not subject to the grievance or arbitration procedures laid out in Article 6.

## **Article 30. No Strike, No Lockout**

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

## **Article 31. Severability**

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

## **Article 32. Successorship**

This Agreement shall be binding upon the parties hereto, and shall be binding upon any successors or assignees by merger, consolidation, or otherwise, of either party.

## **Article 33. Duration**

This Agreement will take effect as of May 1, 2020 and will remain in effect until 11:59 pm ET on April 30, 2023, at which time it will terminate.

Agreed to this 1st day of May, 2020.

For the Guild

Margaret S. Corser  
Margaret S. Corser (Apr 30, 2020)

---

[Signature]

---

[Signature]  
Dean Mendolera (May 1, 2020)

---

[Signature]  
Francesca Menes (Apr 30, 2020)

---

Rick Ehrmann  
Rick Ehrmann (Apr 30, 2020)

---

For CPD

[Signature]  
Elissa Berger (Apr 30, 2020)

---

[Signature]  
Silvia Fabela (Apr 30, 2020)

---

leah boudreaux  
leah boudreaux (Apr 30, 2020)

---

Anusuya Chatterjee  
Anusuya Chatterjee (Apr 30, 2020)

---

[Signature]  
Alisha Brooks (Apr 30, 2020)

---

## Appendices

### Appendix A: Hosted Projects

As noted in Article 1, Section 2, several classes of employees who appear on CPD payroll but who do not perform direct CPD programmatic and/or operational work are excluded from coverage pursuant to this contract. As of the date of signing this Agreement, as illustrative examples, the excluded projects include the Popular Democracy Movement Center and AROS.

### Appendix B: CPD Supervision Agenda Template

[This model agenda below is based in large part on the framework set out in the Management Center's Managing to Change the World book. The format is intended to help focus time together on the top priority items, while preserving a running list of pending work that does not need to be discussed but is there for the supervisor to see in case it triggers questions.

The template isn't intended to be a rigid system for supervision meetings, but it does reflect our shared commitment to quality, structured supervision that includes regular feedback, tracking progress on goals, and attention to professional development staff.]

Date:

Topline Individual Work Goals:

[The employee should fill in their topline goals for the year here, as an easy reference for what their top priorities are, and what the status is. The supervisor can work with the employee to pull out the most important, top priorities – grounded in their individual goals and connected to the team goals.]

Topline Goals for Year	Current Results

Individual Professional Development Goals:

[This is where to list the top professional development goals for the year, and progress, so that you can make sure you actually meet the goals.]

Professional Development Goals	Current Results

### Check In

[This is an opportunity for an open ended check in on how you are doing. It can be brief, but can also be an opportunity to surface challenges or tensions that might not otherwise come up.]

### Two-way feedback (a/k/a snaps n’ craps)

[These don’t get written out ahead – you come prepared to share. Ideally, both people identify a concrete “snap” (something the other person did well) and a concrete “crap” (something that didn’t go so well). If you have not been trained on two-way feedback, we have resources in house. The reason to share both a positive and a constructive piece of feedback each week is it creates the habit and space to raise things, so if something actually challenging comes up, you have a format and practice doing two way feedback. It’s also intentionally at the start of the agenda so you actually DO it each meeting.]

### Lurkers [only discuss if needed]

[This is a place for the supervisee and supervisor to both NAME and CLAIM a project or task that they keep procrastinating on, even though it’s important. The supervisor can name something that’s totally unrelated to their joint work with their supervisee, or something they’re working on together. The employee fills in this section for the items related to their work before the meeting and the goal is to surface and then discuss the important work that keeps slipping down the to-do list, explore why it’s not getting tackled, and to make a plan to get it done.]

- Fill in before the meeting
- Fill in before the meeting

### This week will be successful if:

[Each week, the employee shares 3-4 outcomes they plan to achieve for the week. Preference is to list outcomes (what you will achieve), not simply activities (what you will do).]

- Fill in before the meeting
- Fill in before the meeting

### Priority updates [only discuss if needed]

[Fill in 2-3 key updates you’d like to share. Some employees use this space to do brief updates in writing that don’t need actual meeting time – that can be super useful.]

- Fill in before the meeting
- Fill in before the meeting

Items for Your Thoughts [the bulk of the meeting]

[Add here things you would like to spend time discussing, getting feedback on, brainstorming, etc. This is likely the section the bulk of the meeting time will be spent on.]

- Fill in before the meeting
- Fill in before the meeting

Pending & on Backburner [only discuss if needed]

Employee can list all pending tasks that both supervisor and supervisee have, as flagged in previous meetings or during the week. They can be grouped by project or work category, and you can star any that require particular review or discussion.]

- Fill in before the meeting
- Fill in before the meeting

Next steps/repeat backs

[Use section to keep a running task list, grouped by person, not by project, for items that are generated during the meeting. For the next week's meeting, shift these tasks up in the agenda – either to the sections for active discussion or updates, or to the Pending/Backburner section.]

- Fill in during the meeting based on discussions

### **Appendix C: Professional Development Meeting Agenda Template and Sample Plans**

1. Opening: Review agenda and goal of meeting
2. Supervisor Share
  - a. Name supervisee strengths that particularly apply in this role, with this team, doing this work, at this organization, etc.
  - b. Name growth areas this year that are technical competencies or contextual skills (based on information shared previously, this is not primarily a feedback session)
  - c. Direction for the work or role, or opportunities as the supervisor understands it now and based on what is on the horizon, including sharing career opportunities, when available and known, within the organization and the competencies relevant for more senior jobs in the department or team.
3. Employee Share
  - a. Perspective on strengths and growth priorities for their existing work, team, work, etc.
  - b. Employee shares broader goals, answering, for example:
    - i. What are your long term goals? Have you thought about them? What do you want to be doing in 3 years? 5 years? 10 years?
    - ii. What work are you doing here that you feel is most in line with your long term goals?
    - iii. Is there any work in the organization you'd like to learn more about?

4. Brainstorm Together

- a. To reach those goals, what skills/experience are needed? Which ones are the employee already developing in existing work? Which ones need more attention?
- b. What work at CPD provides opportunities for those skills and experiences?
- c. Are there specific trainings that would be most helpful this year?

5. Identify Next Steps

- a. Draft a plan together in the meeting or determine the next steps so a plan can be drafted. The plan should include:
  - i. goals for the year
  - ii. mid-year progress expected or timing for key milestones
- b. Identify any follow up conversations, additional information needed, or other next steps.

A plan might look like this:

Professional Goals	Skills needed to achieve each goal	Activities to develop those skills	When those activities will be undertaken or completed

Or like this:

- A. Goal 1: If I got better at this skill, I would be better at my job:
  - i. How will I get better?
  - ii. How can I measure my growth at the end of the year?
  - iii. Where will I be by the middle of the year on this?
- B. Goal 2. If I learned this, my job would be easier:
  - i. How will I learn this?
  - ii. By when will I do which of those things that will help me learn this?
  - iii. Where will I be by the middle of the year on this?
- C. Goal 3: If I had experience at this, it would increase the likelihood that I move closer to my long term goals:
  - i. How will I get that experience (in part or in full)?
  - ii. By when will I have started that experience?
  - iii. Where will I be by the middle of the year on this?

Or take any format, as long as it can become a road map, referred to regularly, to make sure the supervisee is on track.














# Collective Bargaining Agreement 5-1-20


Final Audit Report

2020-05-01

Created:	2020-04-30
By:	Alisha Brooks (abrooks@populardemocracy.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAH8eSU1P-s-KT3f_Nmzx4R_J9nVUtX-1V

## "Collective Bargaining Agreement 5-1-20" History


-  Document created by Alisha Brooks (abrooks@populardemocracy.org)  
2020-04-30 - 8:12:41 PM GMT- IP address: 71.190.149.174
-  Document emailed to Alisha Brooks (alishamariebrooks@gmail.com) for signature  
2020-04-30 - 8:16:01 PM GMT
-  Document emailed to Elissa Berger (eberger@populardemocracy.org) for signature  
2020-04-30 - 8:16:01 PM GMT
-  Document emailed to Leah Boudreaux (lboudreaux@populardemocracy.org) for signature  
2020-04-30 - 8:16:01 PM GMT
-  Document emailed to Silvia Fabela (sfabela@populardemocracy.org) for signature  
2020-04-30 - 8:16:01 PM GMT
-  Document emailed to Anusuya Chatterjee (ochatterjee@populardemocracy.org) for signature  
2020-04-30 - 8:16:01 PM GMT
-  Document emailed to Margaret S. Corser (mcorser@populardemocracy.org) for signature  
2020-04-30 - 8:16:02 PM GMT
-  Document emailed to Kate Terenzi (kterenzi@populardemocracy.org) for signature  
2020-04-30 - 8:16:02 PM GMT
-  Document emailed to Francesca Menes (fmenes@populardemocracy.org) for signature  
2020-04-30 - 8:16:02 PM GMT
-  Document emailed to Dean Mendolera (dmendolera@populardemocracy.org) for signature  
2020-04-30 - 8:16:02 PM GMT
-  Document emailed to Rick Ehrmann (rehrmann@wbng.org) for signature  
2020-04-30 - 8:16:02 PM GMT

 Email viewed by Dean Mendolera (dmendolera@populardemocracy.org)


2020-04-30 - 8:16:08 PM GMT- IP address: 66.102.7.246

 Email viewed by Margaret S. Corser (mcorser@populardemocracy.org)


2020-04-30 - 8:16:45 PM GMT- IP address: 66.102.8.27

 Email viewed by Francesca Menes (fmenes@populardemocracy.org)

2020-04-30 - 8:16:49 PM GMT- IP address: 66.102.8.27

 Document e-signed by Margaret S. Corser (mcorser@populardemocracy.org)

Signature Date: 2020-04-30 - 8:17:26 PM GMT - Time Source: server- IP address: 69.206.240.49

 Email viewed by Kate Terenzi (kterenzi@populardemocracy.org)


2020-04-30 - 8:20:04 PM GMT- IP address: 66.102.8.25

 Document e-signed by Kate Terenzi (kterenzi@populardemocracy.org)

Signature Date: 2020-04-30 - 8:20:56 PM GMT - Time Source: server- IP address: 148.75.248.29

 Email viewed by Alisha Brooks (alishamariebrooks@gmail.com)


2020-04-30 - 8:24:53 PM GMT- IP address: 71.190.149.174

 Document e-signed by Alisha Brooks (alishamariebrooks@gmail.com)

Signature Date: 2020-04-30 - 8:25:14 PM GMT - Time Source: server- IP address: 71.190.149.174

 Document e-signed by Francesca Menes (fmenes@populardemocracy.org)

Signature Date: 2020-04-30 - 8:27:12 PM GMT - Time Source: server- IP address: 73.204.194.0

 Email viewed by Elissa Berger (eberger@populardemocracy.org)

2020-04-30 - 8:30:43 PM GMT- IP address: 66.102.8.27

 Document e-signed by Elissa Berger (eberger@populardemocracy.org)


Signature Date: 2020-04-30 - 8:38:34 PM GMT - Time Source: server- IP address: 47.18.162.30

 Email viewed by Anusuya Chatterjee (ochatterjee@populardemocracy.org)


2020-04-30 - 8:42:04 PM GMT- IP address: 66.102.8.29

 Document e-signed by Anusuya Chatterjee (ochatterjee@populardemocracy.org)


Signature Date: 2020-04-30 - 8:42:50 PM GMT - Time Source: server- IP address: 69.115.133.136

 Email viewed by Silvia Fabela (sfabela@populardemocracy.org)


2020-04-30 - 9:04:42 PM GMT- IP address: 100.15.176.114


 Document e-signed by Silvia Fabela (sfabela@populardemocracy.org)


Signature Date: 2020-04-30 - 9:05:29 PM GMT - Time Source: server- IP address: 100.15.176.114


 Email viewed by Leah Boudreaux (lboudreaux@populardemocracy.org)


2020-04-30 - 9:07:33 PM GMT- IP address: 66.102.8.22

 Document e-signed by Leah Boudreaux (lboudreaux@populardemocracy.org)  
Signature Date: 2020-04-30 - 9:07:46 PM GMT - Time Source: server- IP address: 73.200.238.130

 Email viewed by Rick Ehrmann (rehrmann@wbng.org)  
2020-04-30 - 10:55:21 PM GMT- IP address: 71.179.98.106

 Document e-signed by Rick Ehrmann (rehrmann@wbng.org)  
Signature Date: 2020-05-01 - 0:12:41 AM GMT - Time Source: server- IP address: 71.179.98.106

 Document e-signed by Dean Mendolera (dmendolera@populardemocracy.org)  
Signature Date: 2020-05-01 - 2:25:43 PM GMT - Time Source: server- IP address: 107.77.195.76

 Signed document emailed to Silvia Fabela (sfabela@populardemocracy.org), Leah Boudreaux (lboudreaux@populardemocracy.org), Rick Ehrmann (rehrmann@wbng.org), Margaret S. Corser (mcorser@populardemocracy.org), and 7 more  
2020-05-01 - 2:25:43 PM GMT