

# COLLECTIVE BARGAINING AGREEMENT

between

The Washington-Baltimore News Guild,  
CWA Local 32035

and

The Local Progress Policy Institute and  
Local Progress Policy Action

April 1, 2023 - March 31, 2026

<b>PREAMBLE</b>	<b>4</b>
<b>Article 1. Recognition/Coverage</b>	<b>5</b>
Section 1. Recognition	5
Section 2. Bargaining Unit	5
Section 3. Employees	5
Section 4. Fellows & Limited-Term Employees	5
Section 5. Prospective Supervisors	6
<b>Article 2. Union Security &amp; Dues Deduction</b>	<b>7</b>
Section 1. Union Members in Good Standing	7
Section 2. Dues	7
Section 3. Payroll Deductions for COPE	7
Section 4. Indemnity	7
<b>Article 3. Information Furnished to the Guild and Local Progress</b>	<b>8</b>
Section 1. Annual Information	8
Section 2. Monthly Information	8
Section 3. Information on New Hires	8

Section 4. Notification of Changes	9
<b>Article 4. Access to Personnel Files</b>	<b>9</b>
Section 1. Maintenance of Files	9
Section 2. Confidentiality of Files	9
Section 3. Guild Access to Files	9
Section 4. Employee Access to Files	9
<b>Article 5. Union Association Rights &amp; Release Time for Union Responsibilities</b>	<b>10</b>
Section 1. Union Meetings	10
Section 2. Conduct of Union Business by Bargaining Unit Employee-Representatives	10
Section 3. Participation in Union Negotiating Committee	10
Section 4. Additional Release Time	10
<b>Article 6. Grievance &amp; Arbitration</b>	<b>11</b>
Section 1. Role of Human Resources	11
Section 2. Grievant Definition	11
Section 3. Grievance Definition and Initiation	11
Section 4. LP Response	12
Section 5. Arbitration	12
Section 6. Extension of Time Limits	13
<b>Article 7. Discipline and Discharge</b>	<b>13</b>
Section 1. Progressive Discipline	13
Section 2. Non-disciplinary coaching	14
<b>Article 8. Orientation Period</b>	<b>15</b>
Section 1. Duration of Orientation Period	15
Section 2. Feedback and Evaluation	15
Section 3. Notice	16
<b>Article 9. Seniority</b>	<b>16</b>
<b>Article 10. Job Descriptions</b>	<b>16</b>
<b>Article 11. Supervision and Workload</b>	<b>17</b>
Section 1. Supervision Meetings	17
Section 2. Work Planning and Workload	18
Section 3: Supervisor Transitions	19
<b>Article 12. Hiring; Internal Applicants</b>	<b>19</b>
Section 1. Internal Applicants	19
Section 2. Postings	20
Section 3. Opportunities to Apply for Non-Unit Supervisory Positions	20
Section 4. Growth Promotions	20
<b>Article 13. Consultants</b>	<b>21</b>
<b>Article 14. Evaluation</b>	<b>21</b>
<b>Article 15. Professional Development</b>	<b>22</b>
Section 1. Employer-required training	22
Section 2. Annual Meeting	22

Section 3. Employee-initiated training or education	23
Section 4. Supplemental funds for employee-initiated training or education	23
<b>Article 16. Payment of Work-Related Expenses &amp; Reimbursements</b>	<b>24</b>
Section 1. Travel Expenses	24
Section 2. Per Diem	24
Section 3. Mobile Phone Reimbursement	25
Section 4. Other Work-Related Expenses	25
<b>Article 17. Teleworking Arrangements</b>	<b>25</b>
Section 1. Eligibility	25
Section 2. Miscellaneous Teleworking Protocols	25
Section 3. Health and Safety	26
<b>Article 18. Work Hours and Expectations, Comp Time, Flex Time</b>	<b>26</b>
Section 1. Work Hours	26
Section 2. Work Schedules	26
Section 3. Compensatory Time for Saturday - Sunday Work (including Travel)	27
Section 4. Flexible Work Schedule and Flex Time	27
Section 5. Overtime	28
Section 6. Future Modification of Section 2, Work Schedules	28
<b>Article 19. Paid Time Off</b>	<b>28</b>
Section 1. Overview and General Conditions	29
Section 2. Vacations	29
Section 3. Holidays	30
Section 4. Sick and Safe Leave (For Care of Self or Close Family Member)	31
Section 5. Family and Medical Leave	32
Section 6. Medical Leave for Serious Health Condition	33
Section 7. Personal Leave	34
Section 8. Employee Sabbatical	34
Section 9. Condolence Leave	34
Section 10. Jury Duty	34
Section 11. Unpaid Leave	34
<b>Article 20. Insurance, Medical Care, Retirement, and Transportation</b>	<b>35</b>
Section 1. Medical Insurance	35
Section 2. Dental & Vision Insurance	35
Section 3. Life and Accidental Death & Dismemberment Insurance	36
Section 4. Short Term Disability	36
Section 5. Long Term Disability Insurance	36
Section 6. Retirement Plan	36
Section 7. Flexible Spending Programs	37
Section 8. Pre-Tax Transportation Program	37
Section 9. Fertility Coverage	37
<b>Article 21. Initial Offers, Annual Raises and Wage Scale</b>	<b>37</b>

Section 1. Initial Offer	37
Section 2. Starting Step for Job Titles	38
Section 3. Annual Raises	39
Section 4. Promotions	40
Section 5. Bonus Pay	40
<b>Article 22. Pay Equity and Annual Audit</b>	<b>40</b>
Section 1. Hiring	40
Section 2. Pay Scale Transparency	40
Section 3. Annual Equity Audit	40
<b>Article 23. Layoffs &amp; Severance</b>	<b>41</b>
Section 1. Layoffs	41
Section 2. Severance	42
<b>Article 24. Non-Discrimination and Equal Employment Opportunity</b>	<b>43</b>
Section 1. Non-Discrimination and Equal Employment	43
Section 2. Complaints and Legal Action	43
<b>Article 25. Respect and Dignity</b>	<b>43</b>
<b>Article 26. Outside Engagements</b>	<b>44</b>
<b>Article 27. Joint Labor Management Committee and Staff Engagement</b>	<b>45</b>
Section 1. In Lieu of Labor Management Committee: Open Door Policy	45
Section 2. Labor Management Committee	45
Section 3. Working Groups	45
Section 4. Staff Engagement	46
Section 5. Access to Information	46
<b>Article 28. Management Rights</b>	<b>46</b>
<b>Article 29. Severability</b>	<b>46</b>
<b>Article 30. Successorship</b>	<b>47</b>
Article 31. Duration	47
<b>Appendix A. Bargaining Unit Positions</b>	<b>48</b>
<b>Appendix B. New Wage Chart</b>	<b>49</b>

# PREAMBLE

This Agreement is made effective this April 1, between the Local Progress Policy Institute and Local Progress Policy Action (“Local Progress” or LP) 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

Local Progress 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 LP employees regardless of geographic location performing the kind of work normally performed within the bargaining unit in all departments, excluding: i) supervisors as defined by the National Labor Relations Act, provided that such exclusion shall not apply to employees who supervise only interns and/or fellows; ii) confidential and managerial employees as defined by the National Labor Relations Act; and iii) bona fide independent contractors.

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

### Section 3. Employees

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

Interns who are not paid by LP, or who receive only a stipend from LP, shall not be included in the bargaining unit, provided that the internship lasts no longer than six (6) months and is for educational or training purposes.

## Section 4. 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 LP 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 LP and LP 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 LP 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 eight (8) 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 LP 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 LP’s ability to offer a position that is not of limited duration.

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

## Section 5. Prospective Supervisors

Bargaining unit employees who are hired or promoted into supervisory roles shall be in the bargaining unit until they become the hiring manager for a new direct report and/or when they begin supervising a unit member (who is not an intern or fellow), 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). The employee's salary and job description will be updated to reflect their new supervisory position and responsibilities effective when they move out of the unit.

Where an individual is newly hired by LP 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 LP 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 LP 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

LP shall, in compliance with all applicable law and on the basis of individually- signed voluntary check-off authorization cards provided to LP 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 LP's receipt of the check-off authorization.

## Section 3. Payroll Deductions for COPE

LP 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 LP and hold it harmless from all claims, damages, costs, fees or charges of any kind which may arise out of LP's implementation of this Article.

# Article 3. Information Furnished to the Guild and Local Progress

## Section 1. Annual Information

LP 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

LP 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 LP, for more than six (6) months, along with department, and educational or training purposes.



- E. Names of employees whose orientation period 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

LP 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. LP 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. Notification of Changes

The Guild will notify LP 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. Access to Personnel Files

### Section 1. Maintenance of Files

LP 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 LP 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, LP 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 LP. 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 5. Union Association Rights & Release Time for Union Responsibilities

## Section 1. Union Meetings

Subject to availability and upon reasonable request by the Guild, LP 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.

## 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 reasonable time off from their work, without loss of pay, to conduct necessary Union business administering the contract. The Guild's request for leave should be submitted as early as possible, and leave requests shall be granted by LP except in the case of a legitimate organizational necessity requiring the employee's attendance.

## Section 3. Participation in Union Negotiating Committee

A bargaining committee, whose size may be up to a maximum of four (4) 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, caucuses, consultations with unit members and preparation for both, 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 LP 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 unpaid release time on a case-by-case basis, including to allow for union representatives to attend, at Union expense, statewide, regional, or national meetings, trainings, conferences or other opportunities sponsored by the Union, its affiliates or related organizations.

If an employee is elected or appointed to a position in The NewsGuild-CWA or AFL-CIO, or local of The NewsGuild-CWA, or an organization with which The NewsGuild-CWA is affiliated, or in the organized labor movement, such employee, upon the employee's request, shall be given a reasonable unpaid leave of absence up to a maximum of four (4) weeks. The employee will be offered reinstatement in their same or a comparable position upon the expiration of such leave, provided that LP still maintains such a position, and provided further that LP shall not be required to displace a more senior Bargaining Unit employee.

An employee elected or appointed delegate to conventions of The NewsGuild-CWA, AFL-CIO or any organization with which The NewsGuild-CWA is affiliated, or to special meetings called by The NewsGuild-CWA, or by a branch thereof or by an organization with which The NewsGuild-CWA is affiliated, may request an unpaid leave of absence for up to five (5) working days. Such requests will not be unreasonably denied.

# 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 Organizational Development 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 LP work time within reason.

## Section 4. LP Response

There shall be a meeting between a Guild steward, the grievant and the LP-designated management representative(s) within fifteen (15) working days of the receipt of the written grievance. LP shall respond in writing to the Guild steward within fifteen (15) working days of this meeting. If LP 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 LP as described in Section 4 may be submitted to final and binding arbitration by either party within thirty (30) working days of LP's written response or fifteen (15) days of the meeting if LP 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 LP employees who are witnesses -- and attorneys fees).

## Section 6. Extension of Time Limits

The time limits set forth in this Article may be extended upon mutual agreement. Failure to file a grievance in a timely fashion in one instance shall not preclude filing on a similar issue which occurs subsequently.

# Article 7. Discipline and Discharge

## Section 1. Progressive Discipline

There shall be no discipline or discharge of non-orientation period employees without just and sufficient cause. Discipline shall be applied progressively by LP except in the case of gross misconduct. The Guild shall be notified in writing of any discipline or discharge, and a copy will be kept in the employee's personnel file. If no other discipline has been received, a notice of discipline in an employee's personnel file will be considered inactive for purposes of progressive discipline twelve (12) months after issuance.

An important aim of discipline is to be corrective, and discipline may be issued for substandard job performance, safety violations, excessive absenteeism, misconduct, apparent inability to work under employer direction, or other problems that may arise.

An employee can bring a Guild representative to any meeting or discussion with the employer that is of an investigatory nature that may lead to discipline, or where formal discipline will be administered, and any grievance meetings.

**Progressive Discipline:** In cases other than discharge or suspension from work for willful, deliberate, or other gross misconduct, the following procedures shall apply:

- a. **Verbal Warning.** LP will first give a verbal warning to an employee in an effort to eliminate any possible misunderstanding and to clarify expectations or performance criteria. When giving a verbal warning, LP shall inform the employee of the misconduct, performance deficiency or other problem and will engage with the employee in identifying a solution, correcting conduct and/or improving performance to the appropriate level. LP will inform the employee of the seriousness of the meeting, and will follow up with an email that states the conversation was a Verbal Warning. The Guild will be forwarded a copy of this email at the address [localprogressguild@gmail.com](mailto:localprogressguild@gmail.com).
- b. **Written Warning.** If after a reasonable opportunity to demonstrate improvement the conduct described in the above Verbal Warning continues, or if another related deficiency or problem arises, LP may meet with an employee and present the employee with a Written Warning. A Written Warning is designed to ensure the employee is fully aware of the seriousness of the misconduct and/or performance problem, and the consequences if the problem is not corrected. If the Written Warning is related to a performance problem, the employee's supervisor may provide the employee a Performance Improvement Plan (PIP), which must first be approved by the Executive Director. The Performance Improvement Plan will set a time frame and check-in program, during which the improvement must be made and maintained in accordance with the terms of the Written Warning and/or any plan for improvement. A record of the Written Warning (and any related PIP) shall be kept in the employee's personnel file, and a copy will be forwarded to the Guild at the address [localprogressguild@gmail.com](mailto:localprogressguild@gmail.com).
- c. **Final Written Warning.** If the performance problem or misconduct is not resolved after the first Written Warning (and Performance Improvement Plan if relevant), or another related deficiency or problem arises, LP will give a Final Written Warning notifying the employee that the consequence for not demonstrating immediate improvement, or for any further problem, will be suspension and/or discharge. LP will set the timeframe for when the employee must demonstrate immediate improvement. If the employee was given a formal Performance Improvement Plan, the Final Written Warning will be issued if the employee's supervisor determines that the employee did not meet the requirements of the PIP. LP may choose not to offer another period for employees to demonstrate improvement and may instead use the Final Written Warning to inform the employee that the next step is discharge. The Guild shall be forwarded a copy of the Final Written Warning at [localprogressguild@gmail.com](mailto:localprogressguild@gmail.com).
- d. **Suspension.** LP may suspend employees with or without pay. Progressive Discipline under this Article does not require LP to use suspension prior to discharge. Suspension may be imposed without prior disciplinary action in cases involving gross misconduct including but not limited to: willful and/or repeated misuse of LP's funds, intentional breach(es) of security or confidentiality of personal or other sensitive information, or violating LP's anti-harassment and/or anti-discrimination policy. LP will set the timeframe for the suspension and provide it to the employee in writing. The Guild shall be forwarded a copy of this written notice at [localprogressguild@gmail.com](mailto:localprogressguild@gmail.com).

- e. **Discharge.** LP may discharge an employee for an instance of serious or repeated misconduct or performance problems. Discharge may be imposed without prior disciplinary action in cases involving gross misconduct including but not limited to: willful and/or repeated misuse of LP's funds, intentional breach(es) of security or confidentiality of personal or other sensitive information, or violating LP's anti-harassment and/or anti-discrimination policy. The Guild shall be notified in writing at [localprogressguild@gmail.com](mailto:localprogressguild@gmail.com) within the same day if a bargaining unit employee is terminated involuntarily.

## Section 2. Non-disciplinary coaching

It is LP's hope that performance problems 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 as needed.

Supervisors 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 advance 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:

1. discuss the issue(s) being identified by management,
2. identify training or professional development, if needed, and discuss what the employee must do to improve

The employee can bring a Guild representative to the meeting.

Following the meeting, management will prepare a written summary including clarification of expectations, which the employee will have an opportunity to review and respond to.

## Article 8. Orientation Period

### Section 1. Duration of Orientation Period

All new employees shall serve a three (3) month orientation period, beginning on their first day of work. During the orientation period, LP 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. If an employee takes extended leave during the orientation period, LP may

extend the orientation period by the amount of time the employee was absent from work with notice to the Guild.

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

## Section 2. Feedback and Evaluation

In support of the employee's successful completion of their orientation period, prior to the end of three (3) 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 in their orientation period do not need to be evaluated in accordance with Article 14 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

Upon the completion of their three (3) month orientation period, the employee shall automatically become a regular employee. No later than the end date of the orientation period, the employee and the Guild will receive notice in writing of the employee's move to regular status.

The employee will also receive a job description (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.

## Article 9. Seniority

An employee's seniority date shall be the employee's first day of work with LP, 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 LP. For purposes of this provision, employees shall be deemed continuously employed by LP while on approved paid leave of absence from LP and while employed by LP in a non-unit position. Former unit employees who have left LP and who return to employment in a unit position will be deemed new hires for purposes of seniority date and orientation period.

Employees who were hired before January 1, 2022, and who were employed by the Center for Popular Democracy or CPD affiliate organization shall retain their seniority from the date they were hired at CPD or CPD affiliate organization. All employees hired by LP after January 1, 2022 will accrue seniority commencing from their hiring date with LP only.



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 LP will retain their original seniority date for up to six (6) months.

LP 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

LP 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 organizational development, which may include training, 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 orientation period and annually, and at the employee's request to their supervisor if there are significant changes to responsibilities or role.

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 LP's finalization of the revised description.

If there are significant changes to responsibilities or roles 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.

LP 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 orientation period or employees in positions that start at step 0 according to Article 21,

Section 2 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 with adjustments made through mutual agreement between supervisor and employee. When possible 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. LP also encourages employees to set up peer-to-peer coaching structures and to discuss peer-to-peer coaching commitments and capacity with their supervisors.

## 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, which will generally include the employee's job description, team goals, mutually agreed-upon professional development goals, and clear benchmarks.

Effective January 1, 2024, department directors will ensure that the work plans of employees in their departments are reviewed semi-annually, 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 records of semi-annual assessment meetings will be available for review for employees within fifteen (15) working days of said assessment. Records of assessment meetings will include the following: current work plans, team goals, and professional development goals.

Employees who believe that their job descriptions do not reflect the work they are doing, that their placement on the salary scale does not reflect their job description, 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 twenty (20) 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 21, Section 5, bonus pay may be possible if an employee has temporarily taken on a role for at least twenty (20) working days 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 or the Director of Organizational Development at any time. If deemed necessary, the Guild representative may choose to approach the Director of Organizational Development to share workload concerns raised by an employee that have not been satisfactorily addressed by the supervisor.

## Section 3: Supervisor Transitions

LP shall give an employee at least two (2) months notice for any permanent change in supervision resulting from organizational restructuring. In the month before the supervision change becomes effective, when possible the previous supervisor and the new supervisor are encouraged to meet to discuss the employee's current work plan, goals, and ways to support a smooth transition. Within the first month of an employee working with a new permanent supervisor, the supervisor will have a check in with the employee to discuss expectations and make any needed adjustments to the employee's work plan.

LP shall give an employee at least one (1) month notice for any anticipatable temporary change in supervision lasting at least twenty (20) working days. In the two weeks before the supervision change becomes effective, the current supervisor and new supervisor are encouraged to meet to discuss the employee's current work plan, goals, and ways to support a smooth transition. Within the first two weeks of an employee working with a new temporary supervisor, the supervisor will have a check in with the employee to discuss expectations and make any needed adjustments to the employee's work plan.

## Article 12. Hiring; Internal Applicants

### Section 1. Internal Applicants

LP shall notify all employees, by email or other method accessible to all LP employees, of any vacancy in an existing or newly created position it intends to fill for which existing employees are eligible to apply, including positions in the bargaining unit or excluded from the bargaining unit. LP 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 LP 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 LP.

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

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

If an employee is not awarded a position, upon request, LP 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 Bargaining Unit positions will state the position is in the unit and the expected category, expected salary range, and starting step for the role, with language such as, *"This position is expected to start at step \_\_\_ of our salary scale and other factors such as years' experience and advanced degrees will be taken into account. This position is included in a union-represented collective bargaining unit, and specific terms and conditions of employment are subject to the Collective Bargaining Agreement."* 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 21, regardless of the range provided in the postings.

LP will also notify applicants in the job posting whether the position requires working from a specific geographic location and/or Local Progress office.

## Section 3. Opportunities to Apply for Non-Unit Supervisory Positions

When filling a newly created Supervisory position that 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, if they wish, 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.

## Section 4. Growth Promotions

A growth promotion is one where an employee is promoted to a new Unit or non-Unit position, even without there being a posted open position, following the annual review process. It is based on the Employer's judgment, in its sole discretion, regarding the Organization's and team's needs, the employee's ability to perform new or higher-level work, as well as strong performance within the employee's current role.

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

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

## Article 13. Consultants

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.

LP 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 14. Evaluation

LP 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. LP employees who have finished their orientation 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 15.

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. Specifically, the results of the supervisee evaluations will be included in the supervisor's performance evaluation, discussed with their own supervisor (if they are the Executive Director the supervisee feedback will be discussed with the Board Co-Chairs), and will be included in the supervisor's personnel file.

## Article 15. Professional Development

### Section 1. Employer-required training

Local Progress 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 16 and in the separately provided *Local Progress Travel Policy*, shall apply for any associated travel expenses. Only time spent in Local Progress-approved professional development activities counts as work time.

## Section 2. Annual Meeting

Both the Guild and Local Progress are interested in promoting the professional development of employees. Employees will meet with their supervisor at least once per 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 Local Progress 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. 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.

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

Local Progress encourages employees to pursue professional development opportunities that will help them meet their professional goals, improve their work at Local Progress, and help them make a long-term commitment to working at the organization. Professional opportunities may include attending courses, seminars, trainings, workshops, or conferences; reading books or other materials; or spending time with a coach/mentor.

Local Progress will offer up to \$750 per employee per year to cover costs of Local Progress-approved professional development activities. This benefit does not roll over from one year to the next. Employees may seek additional funding - including to cover travel and lodging - as described in section 4.

Local Progress will advise the Guild about the level of usage of professional development funds on a quarterly basis.

The Organization will assist employees with identifying professional development opportunities and will maintain a list of opportunities that employees may participate in. Local Progress 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.

## 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 Local Progress-approved professional development activities as described in Section 3, which is not Local Progress-required training, but which Local Progress agrees is of sufficient utility to the employee and the work of Local Progress that Local Progress 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 Local Progress will provide additional funding, in an amount determined by the Local Progress Executive Team in its full discretion, beyond the amount available under Section 3. Employees may seek these supplemental funds for travel and lodging costs associated with professional development opportunities by discussing with their direct supervisor.

When determining whether and how to implement the option described above in any given instance, Local Progress 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 Local Progress, and the overall state of Local Progress's (or team) budget, among other relevant factors.

Local Progress 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 Local Progress 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 16. Payment of Work-Related Expenses & Reimbursements

LP 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 Expenses

For expenses related to travel for LP business, LP maintains a system whereby employees receive prior approval and charge LP directly for those costs, per the organizational Travel Policy. 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.



## Section 2. Per Diem

Per diem is meant to cover meals, and other incidental travel expenses not otherwise reimbursable under LP'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 LP'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 except as provided below.

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.
- D. If, due to the circumstances and high cost of the travel venue, it is not possible for the employee to pay for meals within the allotted per diem, employees may submit requests for direct meal costs pursuant to the travel policy, which will be reimbursed upon approval by their supervisor. Such approval will not be unreasonably withheld.

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 to receive a per diem as if those meals were not covered.

## Section 3. Mobile Phone Reimbursement

LP will reimburse a maximum of \$80 per month for the cost of a mobile phone and data plan for employees. 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 17. Teleworking Arrangements

## Section 1. Eligibility

Local Progress currently allows all Bargaining Unit employees the ability to telework, whether for indefinite or specific period(s) of time. However, Local Progress retains the authority to determine the work location and requirements of existing or new positions, including requiring employees to work from a specific geographic location and/or work in a Local Progress Office. Any such requirements must be justified by the job requirements of the position and will be outlined in the position description and the LP remote office policy.

## Section 2. Miscellaneous Teleworking Protocols

Upon hire, all employees in positions for which teleworking is permitted shall receive \$750 to set up their home office. Each year, employees may request supplemental funds for further home office needs from the HR Team.

Job postings will specify whether the position is subject to in-office or other in-person work requirements, and employees will be notified upon hire of their in-person work requirements. Employees who do not have in-office requirements at the time of ratification will not be required to work in-office unless there are substantial changes to their job responsibilities. If an employee's job duties change and in-office or other in-person work becomes a requirement, Local Progress will provide at least three (3) months notice to transition to in-office work.

All other policies applicable to teleworking, including internet reimbursements, satellite office allowances, and remote office allowances, can be found in the LP Remote Office Allowances policy. Local Progress will give notice to the Guild of any changes and will bargain upon request.

## Section 3. Health and Safety

All health and safety measures related to the COVID-19 pandemic will be maintained in the Local Progress COVID Policy. Local Progress will give notice to the Guild of any changes and will bargain upon request.

# Article 18. Work Hours and Expectations, Comp Time, Flex Time

## Section 1. Work Hours

Effective June 5, 2023, Local Progress will adopt a four day workweek for bargaining unit employees, as set forth in this Article with an expectation that a standard workday is eight (8) hours and a standard workweek is thirty-two (32) hours. If hours exceed this amount, employees may utilize the flex time and comp time policy as appropriate.

Wages, eligibility for benefits, and roles that were in effect as of the Effective Date of this Agreement will not change as a result of implementing a four day workweek. Non-exempt employees will continue to receive overtime pay if and as required by applicable wage-hour statute(s).

## Section 2. Work Schedules

The organization will establish a Default Schedule (DS) (Monday through Thursday) and an Alternative Schedule (AS) (Tuesday through Friday). The Alternative Schedule may be used when employees or supervisors determine that Friday work, beyond what can be accomplished by using the flex time policy in Section 4, is crucial to meet organizational needs. In these instances, the Alternative Schedule should be determined with at least fourteen (14) days notice. When a Monday is an observed holiday, employees will use the Alternative Schedule.

Management is also permitted to schedule a limited number of weeks where employees are expected to work a five day or 40 hour workweek. There will be a maximum of three (3) in 2023 and a maximum of six (6) of such weeks per calendar year for 2024 and subsequent years. Supervisors will be responsible for scheduling these periods for their employees. The scheduling of five-day weeks shall be communicated to staff at least thirty (30) days in advance of foreseeable events (examples include staff retreats, national convenings, and state and issue meetings). Scheduling of a five day work week that responds to rapid response or other unpredictable factors can be agreed upon with less notice.

The provisions of this Section 2 are intended to be in effect on an interim basis for a twelve-month period of time, starting June 5, 2023, while LP and the Union determine if LP's operational needs and the needs of the employees are being met. This Section, and this Section only, are subject to modification as described in Section 6 of this Article.

The nature of LP's mission sometimes requires staff to work hours in excess of their scheduled workweek to address emergencies requiring timely analysis and communications, or attendance at events. In such instances, LP's compensatory or flex time policies apply. LP will not unreasonably compel staff to engage in extra hours. Employees will not face discipline for declining to accept emergency assignments requiring extra hours or for not responding to requests during non-working hours unless there is an explicit expectation or responsibility that requires responsiveness.

## Section 3. Compensatory Time for Saturday - Sunday Work (including Travel)

Whenever an overtime-exempt employee is required to work on Saturday or Sunday (including travel) after having already worked a standard workweek, 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 on Saturday or Sunday.

Work that would qualify for comp time must be submitted at least fourteen (14) days in advance to be approved by supervisors, except in unpredictable rapid response situations where requests can be made and approved retroactively.

Employees who earn compensatory time off under this section must take the time off within 21 days of it being earned. Compensatory time off shall be taken with appropriate notice and advance approval of the employee's supervisor, whose approval shall not be unreasonably denied. Work that must occur on a Friday can be managed through the alternative schedule or flex time.

## Section 4. Flexible Work Schedule and Flex Time

An employee may request approval for a Flexible Work Schedule (FWS) under which they would on a temporary or permanent basis determine the distribution of their workweek, as long as the employee's work schedule as proposed and implemented meets the needs of LP, the network, and the working relationships within and between teams. Employees may also request consideration of a Flexible Work Schedule as a proposed disability accommodation under federal or state law. Any requests for a Flexible Work Schedule that make employees regularly unavailable from 12 PM to 5 PM ET on working days will require approval by the Director of Organizational Development.

Any rejection, modification, or termination of a Flexible Work Schedule arrangement must be made in writing to the staff member and include an explanation for the change. Employees may contact HR to appeal any rejection, modification, or termination of a Flexible Work Schedule arrangement or to address a supervisor's delayed response to requests.

Employees also have the ability to flex their time, defined as one-time adjustments to their schedule that make them unavailable between 9-5pm on a single work day, with approval from their supervisors. Employees will prioritize being available from 12 PM to 5PM ET to ensure availability for cross-team and organizational meetings.

Flexible Work Schedule requests - including on a one-time, temporary or permanent basis - will not be unreasonably denied.

## Section 5. Overtime

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

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

Non-exempt staff are eligible for premium overtime pay in accordance with the Fair Labor Standards Act or applicable state law. Hours worked between 32 and 40 hours in a given workweek will be compensated at the employee's normal hourly wage. No overtime hours may be worked without approval in advance, in writing, by the employee's supervisor.

## Section 6. Future Modification of Section 2, Work Schedules

The parties anticipate that the Work Schedules described in Section 2 may need to be reviewed after they have experience with the Default Schedule/Alternative Schedule model over the passage of twelve months of time. Dealing with challenges in implementation is a shared priority of both Management and the Union. Accordingly, on or after June 5, 2024, during the next 30 days, either party may give notice to the other party and seek to reopen Section 2, and only Section 2, for the purpose of discussing modifications to the Work Schedules provision. The parties' discussion will occur during a bargaining meeting with representatives from the Unit and Management with the goal of reaching a good faith consensus. While the parties undertake this discussion, all other provisions of the collective bargaining agreement will remain in effect.

If the parties fail to reach agreement within 60 days after June 5, 2024, the parties will engage in mediation to attempt to resolve the dispute over Section 2.

## Article 19. Paid Time Off

### Section 1. Overview and General Conditions

The leave policies of this Article apply to all employees, but the calculations pertain to full-time employees only. Part-time employees are provided a prorated amount of leave based on the percentage of a full-time (40-hour) workweek their part-time scheduled workweek represents.

Unless otherwise stated, leave under this Article does not accrue and holds no cash value, and available but unused leave shall not be paid out upon separation from employment or at any other time.

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. 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 LP of the reason for the absence, LP 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 LP 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 and unpaid 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 LP. If any leave provision in this CBA falls below minimum applicable statutory requirements, LP will fully comply with those laws. Any leave benefits provided under this LP 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, and the request may not be unreasonably denied.

## Section 2. Vacations

Prior to June 5, 2023, annual vacation time will accrue at the rate of 1.25 days per month for a total of 15 days per year. Vacation days begin to accrue on the employee's first day of work. 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.

In addition, all full-time employees are credited 10 days of vacation to their vacation bank in full on January 1 of each year, for a total of 25 days a year (10 days credited to the bank plus 15 days accrued). Part-time employees will receive a prorated amount. New employees who start employment after January 1 in a calendar year will receive a prorated number of vacation days for that year at the start of employment, e.g., employees who start July 1 will receive five (5) days.

Vacation time off will be scheduled subject to the approval of the supervisor.

Employees may not choose pay in lieu of vacation time off. 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.

After June 5, 2023, vacation accrual will be as follows: Annual vacation time will accrue at the rate of 1 day per month for a total of 12 days per year. In addition, all full-time employees are credited 8 days of vacation on January 1st of each year, for a total of 20 days per year. Employees cannot accrue more than twenty-hour (24) unused vacation days except for

employees who have already accrued more than twenty-four (24) days as of June 5, 2023 will be allowed to keep any days exceeding twenty-four (24) through December 31, 2023. For these employees, through December 31, 2023 the maximum unused vacation days is thirty (30) days.

All other vacation provisions will continue as described in this section.

## Section 3. Holidays

Local Progress will be closed on: Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Juneteenth, July 4, Labor Day, Veterans' Day, Indigenous Peoples' 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. Staff are not required to work on these observed holidays but the amount of salary for the week in which the holiday will not be reduced for that reason.

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

Full-time employees are eligible to receive up to twenty (20) paid sick and safe days per calendar year. These days are credited to each employee's sick and safe bank in full on January 1. Part-time employees are eligible to receive a prorated number of paid sick and safe leave based on their regular hours worked compared to a forty- (40) hour work week.

New employees who start employment after January 1 in a calendar year will be eligible to receive a prorated number of sick and safe days for that year at the start of employment, e.g., employees who start July 1 will be eligible to receive ten (10) paid sick and safe days for the calendar year in which they begin employment.

Employees may carry over a maximum of ten (10) days of unused sick and safe days to the following year. Employees may not have more than thirty (30) days of unused sick and safe days in their sick and safe bank at any given time. Once the 30 days cap is reached, employees must use sick and safe days in order to be credited any additional days. Unused sick and safe days may not be cashed in for any purpose.

Sick and safe leave is not an all-purpose leave. Paid sick leave is available to be used 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 available to be used for absences associated with domestic violence, intimate partner violence or sexual abuse, including court appearances, relocation for safety reasons etc. or as otherwise required by applicable law.

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 sick and 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 may not deny a staff member the right to take sick and safe time when needed regardless of any 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 Local Progress 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. Family and Medical Leave

- A. **Unpaid Family and Medical Leave:** Unpaid Family and Medical Leave is available: 1) to bond after the birth of an employee's child or the placement of a child with the employee for adoption or foster care; and 2) to care for a close family member if such a person has a serious health condition, as the term is defined by the FMLA (which definition is borrowed here for convenience even though the FMLA does not apply to the Organization).

A full-time employee may take up to sixteen (16) weeks of Unpaid Family and Medical Leave for qualifying purposes during a rolling twelve- (12) month period measured looking backward from the date an employee begins such 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. Such Unpaid Family and Medical Leave shall run concurrently with any available paid leave source in accordance with the provisions in Section 1, E, above.

- B. **Paid Family and Medical Leave:** Local Progress provides employees Paid Family and Medical Leave as follows:
1. Beginning on the first day of employment, a full-time employee is credited eight (8) days (2 weeks) of Paid Family and Medical Leave that may be used for Family and Medical Leave purposes under the Unpaid Family and Medical Leave policy set forth above.
  2. Beginning on the first day of employment, a full-time employee will also accrue 5.33 days of Paid Family and Medical leave per month that may be used for Family and Medical Leave purposes under the Unpaid Family and Medical Leave policy. Accrual of such Paid Family and Medical Leave caps at sixteen (16) days (4 weeks).



3. After three (3) months of employment, a full-time employee accrues 13.33 days of Paid Family and Medical Leave per month. Accrual caps at forty (40) days (10 weeks). These days may be used in addition to the time granted above for a total of sixty four (64) days (16 weeks) for parental leave.
  4. Any Paid Family and Medical Leave for the purposes of bonding after the birth of an employee's child or the placement of a child with the employee for adoption or foster care 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 sixteen (16) Paid Family and Medical Leave weeks in a twenty-four (24) month rolling period looking backward from the date an employee begins their parental leave.
- C. **Caring for a Close Family Member with a Serious Health Condition**: Paid Family and Medical Leave may be taken for the purpose of caring for a close family member as long as the conditions for leave exist under the Unpaid Family and Medical Leave policy, but a full-time employee can take no more than twelve (12) weeks Family and Medical Leave, with a maximum of eight (8) weeks paid for the purpose of caring for a close family member with a serious health condition not including parental bonding, in a twelve (12) month rolling period looking backward from the date the employee begins using such leave. Local Progress may request that the employee provide documentation from a health provider of the close 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 under this section cannot be cashed out under any circumstances.
- D. **Use of Other Available Leave**: In addition to the leave provided in this Section, employees may also use *other* available paid leave for family and medical leave purposes, including vacation and personal leave. Sick and Safe Leave and Medical Leave for Serious Health Condition leave may also be used if appropriate and the conditions for those leave policies are met.

Where paid family and medical 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 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 Local Progress 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 6. Medical Leave for Serious Health Condition

LP 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 LP 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 LP, 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 Organizational Development and requires written verification from the employee's physician or the employee's family member's physician.

## Section 7. Personal Leave

Full-time employees are provided a bank of 5 personal days on the first day of employment or on January 1 each year they are employed. These personal days can be used as paid time off for any purpose in the employee's choosing. 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.

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

## Section 8. Employee Sabbatical

After five (5) years of full-time paid employment at Local Progress and every five (5) years thereafter, employees have the opportunity to request a paid sabbatical of up to three (3) months, with two (2) months automatically covered by Local Progress and up to an additional month covered by the employee's vacation/personal leave. Sabbatical leave is contingent upon the approval of their supervisor and the Executive Director. If an employee wishes to make use of this policy, they should request this leave with at least 6 months notice. In general, Local Progress will not approve more than 1 person on sabbatical at a time, although exceptions may be granted at the discretion of the employee's supervisor and the Executive Director. Employees returning from sabbatical leave are expected to remain on staff for at least a year after their sabbatical.

## 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, LP 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 LP. 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 HR, 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 20. Insurance, Medical Care, Retirement, and Transportation

## Section 1. Medical Insurance

Beginning on the first day of employment, LP will provide individual health insurance coverage for all employees who work a minimum of thirty-two (32) 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 thirty-two (32) hours per week have the option of extending group coverage to their dependents, with LP to pay seventy-five percent (75%) 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 LP'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 LP 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 LP'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, LP will pay one hundred percent (100%) of the premiums of dental and vision coverage to all employees who work a minimum of thirty-two (32) hours per week and their spouses/domestic partners and dependents. Employees who work fewer than thirty-two (32) hours per week on a regular basis are not eligible for this coverage.

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

Beginning on the first day of employment, LP will pay one hundred percent (100%) of the premiums of Life Insurance coverage to all employees who work a minimum of thirty-two (32) hours per week. The value of the Life Insurance plan is \$100,000. Employees who work fewer than thirty-two (32) hours per week on a regular basis are not eligible for this coverage. Eligible employees may not opt out of this benefit. If employees choose, they can purchase additional life insurance for themselves for up to \$75,000 with no medical underwriting. Employees can also purchase life insurance for their dependents that covers \$50,000 for spouses less than age 65 and \$10,000 for dependent children.

## Section 4. Short Term Disability

LP provides a short-term disability plan for all employees who work a minimum of thirty-two (32) 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 thirteen (13) 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

LP provides a long-term disability plan for all employees who work a minimum of thirty-two (32) 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 up to \$6,000/month. This is provided at no cost to the employee.

## Section 6. Retirement Plan

LP offers a 403 (b) tax deferred retirement savings plan to full-time employees on the first (1st) day of hire. LP will automatically contribute six percent (6%) of employee's salary and all employer and employee contributions are one hundred percent (100%) vested. 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 or post-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, LP makes certain mandatory contributions and may also make discretionary 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

LP will provide Health Care and Dependent Care Flexible Spending Accounts (FSA), on the first (1st) day of hire, to all employees who work a minimum of thirty-two (32) hours per week on a year-round basis and who are scheduled to work longer than a three (3) month period. LP contributes up to \$500 per year for health-related expenses to the Health Care FSA and will match employee contributions above \$500 up to the annual plan maximum. LP contributes up to \$500 annually toward a dependent care FSA consistent with the regulations and eligibility that govern FSA and the FSA plan administration.

## Section 8. Pre-Tax Transportation Program

Beginning on the first day of employment, LP 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.

## Section 9. Fertility Coverage

LP provides a maximum of \$5,000 per employee per year to use for eligible fertility, surrogacy, and/or adoption services provided through the ARC Fertility network.

# Article 21. Initial Offers, Annual Raises and Wage Scale

## Section 1. Initial Offer

At the time of initial offer, compensation of employees' salaries will be determined by placement on the step structure as follows:

From the starting step according to the job title as described in Section 2:

- Relevant work experience: 1 step per year of relevant work experience over the base years expected for the job title
- Professional degree(s): 1 step per advanced degree

## Section 2. Starting Step for Job Titles

Job titles are assigned a starting step at time of hire based on the degree of responsibility, authority, and autonomy expected for the role.

The primary consideration in determining the starting step is the work in the job description. For new job titles created after the ratification of this agreement, LP will communicate the proposed starting step to the Union prior to posting the position for job applicants. The Union will have 3 working days from notification to inform LP if they would like to assert the right to bargain over the proposed starting step for the position.

Job titles are assigned as follows

### A. Starting step 0:

- Years of relevant work experience: 1 year minimum
- Determinants:
  - a. Most work responsibilities are designed or delegated by others.
  - b. Generally operationalizes processes or strategies decided upon or reviewed and approved by their supervisor or other lead staff.
- Relevant job titles:
  - Executive Assistant

### B. Starting step 11:

- Years of relevant work experience: 3 years minimum
- Determinants:
  - a. Portions of work responsibilities are designed and delegated by others; some are self-designed in line with team and organizational strategy.
  - b. Generally responds to and plugs into strategic work plans, budgetary decisions, and public-facing communications decided on by others, but

also may contribute to the design of them with signoff from their supervisor or other lead staff.

- c. Receives sign off from a supervisor or other staffer for work plans, budgetary decisions, and public-facing communications.
- d. Often required to exercise specialized or role specific skills in key procedures or activities.
- Relevant job titles:
  - Policy Analyst
  - Campaigns Organizer I
  - State Chapter Coordinator
  - Communications Manager I
  - Operations Manager I
  - Legal Fellow

### C. Starting at step 22:

- Years of relevant work experience: 6 years minimum
- Determinants:
  - a. A significant portion of the work is self directed. This typically means a staff person is responsible for leading at least one programmatic or functional area with a high level of independence. Typically this means a person is owning a member leadership committee in a priority area of work with a high level of independence OR holds a specialized knowledge, skill, or responsibility that impacts the whole organization and that they are developing and advancing with a high level of independence
  - b. Independently designs and or manage processes or strategies that will have lasting impact on people across the team, department, or network.
  - c. Usually gets signoff from a supervisor or other staffer for work plans, budgetary decisions (within overall approved budget framework), and public-facing communications, but may at times independently make decisions on these things.
- Relevant job titles:
  - Chapter Manager
  - Membership Data Manager
  - Program Manager
  - Development Manager
  - Communications Manager II
  - Policy Analyst II
  - Campaigns Manager II
  - Operations Manager II

## Section 3. Annual Raises

Beginning on the pay period immediately following contract ratification, the New Wage Chart will go into effect as reflected in the Appendix B . Each year on January 1, full-time employees will

move to the appropriate year on the New Wage Chart, and part-time salaried employees will receive a raise to their base pay in proportion to the amount of time they worked at their part-time schedule over the course of the year. Additionally, each year on January 1, all employees who have been employed longer than 3 months will move up one step to reflect their time with LP. Should an employee reach the top step, they will continue to receive an annual increase to their base pay as shown in the New Wage Chart.

Upon ratification of this Agreement, LP will recalculate all current employees on the New Wage Chart in Appendix B. Professional degrees and relevant work experience (including time spent at Local Progress) will be considered when placed on the scale, according to Section 1 of this article. Employees hired before the ratification of this Agreement will receive at least a ten percent (10%) salary increase over their salary from December 31, 2022 or be moved to the step closest to but not below that amount. This provision is intended to be a one-time increase, reflecting the unique nature of fiscal year 2023, and takes into account the historic shift of LP from being a fiscally sponsored project of CPD to an independent organization, and seeks to mitigate the impact of a historic level of inflation.

## Section 4. Promotions

When an employee is offered a position in a higher category position or receives a growth promotion according to Article 12, they shall move up to at least the starting step for the new job title or a minimum of 5 steps on the wage scale. This increase in salary will go into effect in the pay period immediately following the effective date of the promotion.

## Section 5. Bonus Pay

In LP's discretion, LP 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.

Upon the ratification of this agreement, LP will award a one-time ratification bonus of \$3,000 to all bargaining unit employees who have been employed for longer than 3 months.

## Article 22. Pay Equity and Annual Audit

LP 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 LP 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 LP through the following measures:



## Section 1. Hiring

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

## Section 2. Pay Scale Transparency

LP will make non-unit pay scale information available to bargaining unit employees. This information will also be provided to the Guild upon request.

## Section 3. Annual Equity Audit

LP's HR department will create an audit process addressing all LP employees' compensation, step designations, raises, promotions, hiring, and retention and conduct an annual audit. HR will share with Unit leadership an equity report based on employee data collected by the audit. Such a report will be provided to Unit leadership in the third quarter of every year.

Upon mutual agreement between the Unit and Management, LP can opt to hire an independent consultant to create an equity audit process and conduct the audit. The Unit will be consulted in the hiring of the consultant.

By the end of the fourth quarter:

- A. Unit Leadership and HR - or a working group designated by both parties - will analyze results and develop recommendations to address any individual or broader disparities found that are not the result of the principles of LP's salary step system.
- B. The report and recommendations will be released to all staff.
- C. If individual disparities are found, management will meet with any adversely affected employee to explain any remedy that will be taken, including back pay and salary adjustment, and/or promotion.

## Article 23. Layoffs & Severance

### Section 1. Layoffs

Layoffs are nondisciplinary terminations due to lack of funds, lack of work, or other organizational needs. LP 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.

LP 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. LP shall provide the affected employee(s) with job descriptions of all vacant positions not impacted by the layoff.

LP 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, LP 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).

During the period prior to a layoff, LP 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. LP 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, LP shall update the Guild concerning any changes to the list of employee(s) facing layoff and notify those employees in writing. At the end of the forty-five (45) day period, should LP deem it appropriate to proceed with a reduction in force, it shall be within LP's discretion to make a determination of which employees to lay off of those who received notice, based on the relevant criteria. LP 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 LP reasonably deems they are qualified, based on the relevant criteria determined by LP, for up to one (1) year from date of layoff. If, during the notice period or within ninety (90) days subsequent to the layoff, LP considers engaging any additional consultants or temporary employees to perform work being performed by or formerly performed by an affected employee, LP 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 LP as the result of being laid off shall receive two (2)

weeks salary for every one (1) year of employment, with the amount of partial years of service prorated, provided that in no event shall an employee receive less than two (2) weeks of severance pay, and the total amount capped at \$20,000. For those employees who have worked less than one (1) year as of termination, who elect and receive COBRA continuation coverage under LP's plan, LP 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 LP's plan, LP will pay COBRA premiums for two (2) months subject to rules and regulations governing COBRA administration.

## Article 24. Non-Discrimination and Equal Employment Opportunity

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

Both LP and the Union are committed to building a workplace free from unlawful discrimination or harassment. In keeping with their respective policies, neither LP 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.

LP is committed to providing equal opportunity in all aspects of employment and administering 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 22, 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

LP 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 25. Respect and Dignity

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

## Article 26. Outside Engagements

LP recognizes that employees often pursue opportunities for engagement outside their formal work at the organization. Both LP 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 LP work.

Outside engagements include 1) paid employment and contracts that relate to LP's mission or work, 2) unpaid roles that include regular, publicly visible engagement (for example: publishing or journalism; leadership roles with other organizations, campaigns, transition teams or political campaigns; running for or serving in elected office), that relate to or conflict with LP's mission or work; and 3) all engagements that require regular absence during scheduled LP work hours. New employees must disclose such engagements to their supervisor within the first month of hire. All employees must seek approval from their supervisor prior to undertaking new outside engagements as well as at any time when the nature of an engagement changes (for example, an unpaid engagement becomes a paid engagement, there is a significant shift to the time commitment required or an engagement becomes more publicly visible).

The approval process will be structured as follows:

1. An employee must provide a written request to their supervisor. Following the request, the employee and supervisor shall meet to discuss the benefits, opportunities, and potential risks of the paid employment and/or outside engagement.
2. Their supervisor must provide their decision (whether approval or denial) in writing to the employee and the HR Department within three (3) weeks. The supervisor may also decide to grant conditional approval and ask the employee to mitigate any potential risks and/or negative impacts.
3. If the employee is not satisfied with the supervisor's decision, they may appeal to the HR Director, and if they are not satisfied with the decision, they may initiate a grievance. The grievance may not be advanced beyond the first step of the grievance procedure, i.e., a meeting between a Guild steward, the grievant and the LP-designated management representative(s) within fifteen (15) working days of the receipt of the written grievance.

LP will strive to support employee's desired activities to the extent that they do not present a conflict with LP's work or the employee's work or work hours for LP. All outside engagements

and public appearances that an employee makes must include a disclosure that the appearance is reflective of the personal views of the employee and not that of their employer. LP 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 LP, 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 persistent conflict. The employee may be given the opportunity to remedy the conflict before LP rescinds permission to do the desired activity.

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

### Section 1. In Lieu of Labor Management Committee: Open Door Policy

In lieu of a Labor Management Committee, the parties agree for the leadership of the staff unit (as described by its by-laws) to meet at least once every 30 days with the Director of Organizational Development and/or their designee to discuss implementation of this Collective Bargaining Agreement, and any other issues of mutual concern that may arise. A summary of recent Executive Team meetings and minutes will be shared during these meetings as well. The parties may choose to create ad-hoc working groups (see below) with equal representation of unit members and members of management to solve issues that may require more study or focus. Decisions of this group shall be by consensus.

### Section 2. Labor Management Committee

Either party can suggest to and with mutual agreement create a formal joint Labor-Management Committee, composed of two (2) union-appointed members and two (2) 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 LP and the Guild. The LMC further will support and facilitate the attainment of LP's goals, and enable employees to be more effective in accomplishing LP's mission. The committee may take up non-grievance issues that affect the relations of an employee and LP . Decisions and recommendations of the LMC shall be by consensus.

## Section 3. Working Groups

The Unit leadership with the Director of Organizational Development and/or the Labor Management Committee, if established, 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, 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 parties for review and final recommendation on consensus. The parties will release their final recommendations to the full staff. The parties 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 4. 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. Here are some agreed upon points of engagement that will be extended to the unit:

- The Unit will have representation on all-staff retreat planning committees
- Unit members will be an integral part of participating in processes to solicit input from staff, share information with staff, and engage on the organizational structure, budget, strategy, and organizational-wide processes and systems. The Unit understands that all final decisions are made by management, with input provided by these processes.
- Unit members shall have access to information needed to participate in any committees or working groups, including but not limited to board-approved budgets, and any mid-year changes
- The Unit shall have one representative of its membership invited to meetings of the LP board(s) with the understanding that any executive sessions of the board are exempt from this requirement.

## Section 5. Access to Information

The Unit leadership with the Director of Organizational Development and/or the Labor Management Committee, if established, 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. Management Rights

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

## Article 29. 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 30. 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 31. Duration

This Agreement will take effect as of April 1, 2023 and will remain in effect until 11:59 pm ET on March 31, 2026 and shall inure to the benefit of and be binding upon the successors and assigns of the Employer.

Within 60 days prior to the expiration date of this contract, the Employer or the Guild may initiate negotiations for a new contract. The terms and conditions of this contract shall remain in effect until such negotiations are lawfully terminated.

Agreed to on this day 1<sup>st</sup> day of April, 2023.

For the Guild



\_\_\_\_\_  
Nate Horrell



\_\_\_\_\_  
D'Ana Pennington



\_\_\_\_\_  
Aparna Raj




\_\_\_\_\_  
Kara Sheehan



\_\_\_\_\_  
Samantha Sluder

For LP



\_\_\_\_\_  
Limay Ho



\_\_\_\_\_  
Sarah Johnson



\_\_\_\_\_  
Trisa Taro



# Appendix A. Bargaining Unit Positions

Campaigns Organizer  
Communications Manager  
Development Manager  
Legal Fellow  
Policy & Research Analyst  
Program Manager  
Operations Manager  
State Coordinator  
State Chapter Manager  
Membership Data Manager





# Appendix B. New Wage Chart

2023		2024		2025	
STEP	Salary	STEP	Salary	STEP	Salary
0	\$60,000	0	\$61,500	0	\$63,000
1	\$61,200	1	\$62,700	1	\$64,200
2	\$62,400	2	\$63,900	2	\$65,400
3	\$63,600	3	\$65,100	3	\$66,600
4	\$64,800	4	\$66,300	4	\$67,800
5	\$66,000	5	\$67,500	5	\$69,000
6	\$67,200	6	\$68,700	6	\$70,200
7	\$68,400	7	\$69,900	7	\$71,400
8	\$69,600	8	\$71,100	8	\$72,600
9	\$70,800	9	\$72,300	9	\$73,800
10	\$72,000	10	\$73,500	10	\$75,000
11	\$73,200	11	\$74,700	11	\$76,200
12	\$74,400	12	\$75,900	12	\$77,400
13	\$75,600	13	\$77,100	13	\$78,600
14	\$76,800	14	\$78,300	14	\$79,800
15	\$78,000	15	\$79,500	15	\$81,000
16	\$79,200	16	\$80,700	16	\$82,200
17	\$80,400	17	\$81,900	17	\$83,400
18	\$81,600	18	\$83,100	18	\$84,600
19	\$82,800	19	\$84,300	19	\$85,800
20	\$84,000	20	\$85,500	20	\$87,000
21	\$85,200	21	\$86,700	21	\$88,200
22	\$86,400	22	\$87,900	22	\$89,400
23	\$87,600	23	\$89,100	23	\$90,600
24	\$88,800	24	\$90,300	24	\$91,800
25	\$90,000	25	\$91,500	25	\$93,000
26	\$91,200	26	\$92,700	26	\$94,200
27	\$92,400	27	\$93,900	27	\$95,400
28	\$93,600	28	\$95,100	28	\$96,600
29	\$94,800	29	\$96,300	29	\$97,800
30	\$96,000	30	\$97,500	30	\$99,000
31	\$97,200	31	\$98,700	31	\$100,200
32	\$98,400	32	\$99,900	32	\$101,400



# Signature Certificate

Reference number: VD5AM-R5PVQ-2KBIF-EAQJ2

Signer	Timestamp	Signature
<b>Sarah Johnson</b> Email: sjohnson@localprogress.org Sent: 31 Mar 2023 18:35:52 UTC Viewed: 31 Mar 2023 18:35:58 UTC Signed: 31 Mar 2023 18:40:56 UTC		 IP address: 73.173.155.118 Location: Baltimore, United States
<b>Kara Sheehan</b> Email: ksheehan@localprogress.org Sent: 31 Mar 2023 18:35:52 UTC Viewed: 31 Mar 2023 18:42:30 UTC Signed: 31 Mar 2023 18:42:48 UTC		 IP address: 204.65.82.75 Location: Austin, United States
<b>Recipient Verification:</b> ✓ Email verified 31 Mar 2023 18:42:30 UTC		
<b>Aparna Raj</b> Email: araj@localprogress.org Sent: 31 Mar 2023 18:35:52 UTC Viewed: 31 Mar 2023 18:45:18 UTC Signed: 31 Mar 2023 18:45:45 UTC		 IP address: 73.132.199.219 Location: Washington, United States
<b>Recipient Verification:</b> ✓ Email verified 31 Mar 2023 18:45:18 UTC		
<b>D'Ana Pennington</b> Email: dpennington@localprogress.org Sent: 31 Mar 2023 18:35:52 UTC Viewed: 31 Mar 2023 18:50:46 UTC Signed: 31 Mar 2023 19:23:57 UTC		 IP address: 204.14.38.12 Location: Chicago, United States
<b>Recipient Verification:</b> ✓ Email verified 31 Mar 2023 18:50:46 UTC		

Document completed by all parties on:  
05 Apr 2023 14:13:41 UTC

Page 1 of 2



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 40,000+ companies worldwide.



# Signature Certificate

Reference number: VD5AM-R5PVQ-2KBIF-EAQJ2

Signer	Timestamp	Signature
<b>Samantha Sluder</b> Email: ssluder@wbng.org Sent: 31 Mar 2023 18:35:52 UTC Viewed: 31 Mar 2023 19:45:34 UTC Signed: 31 Mar 2023 19:46:08 UTC <b>Recipient Verification:</b> ✓ Email verified 31 Mar 2023 19:45:34 UTC		 IP address: 216.164.49.113 Location: Silver Spring, United States
<b>Iimay Ho</b> Email: iimay@localprogress.org Sent: 31 Mar 2023 18:35:52 UTC Viewed: 31 Mar 2023 20:47:06 UTC Signed: 01 Apr 2023 19:04:51 UTC <b>Recipient Verification:</b> ✓ Email verified 31 Mar 2023 20:47:06 UTC		 IP address: 108.56.153.69 Location: Silver Spring, United States
<b>Trisa Taro</b> Email: ttaro@localprogress.org Sent: 31 Mar 2023 18:35:52 UTC Viewed: 03 Apr 2023 14:37:43 UTC Signed: 03 Apr 2023 14:38:02 UTC <b>Recipient Verification:</b> ✓ Email verified 03 Apr 2023 14:37:43 UTC		 IP address: 73.158.254.35 Location: Oakland, United States
<b>Nate Horrell</b> Email: nhorrell@localprogress.org Sent: 31 Mar 2023 18:35:52 UTC Viewed: 05 Apr 2023 14:13:10 UTC Signed: 05 Apr 2023 14:13:41 UTC <b>Recipient Verification:</b> ✓ Email verified 05 Apr 2023 14:13:10 UTC		 IP address: 24.4.93.44 Location: San Francisco, United States

Document completed by all parties on:  
05 Apr 2023 14:13:41 UTC

Page 2 of 2



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 40,000+ companies worldwide.

