Collective Bargaining Agreement

between

The Washington-Baltimore News Guild, CWA Local 32035

and

The Center for Popular Democracy

May 1, 2023 - December 31, 2026

Preamble

This Agreement is made effective this 1st date of May, 2023, between the Center for Popular Democracy (CPD), a non-profit social justice organization, and the Washington-Baltimore News Guild, (the Guild), chartered by The News Guild-Communications Workers of America as Local 32035, for itself and on behalf of all the employees described in Article 1.

Contents

Article 1. Recognition/Coverage

Section A. Recognition Section B. Bargaining Unit Section C. Employees Section D. Interns Section E. Fellows and Limited-Term Employees Section F. Prospective Supervisors **Article 2. Union Security and Dues Deduction** Section A. Union Members in Good Standing Section B. Dues Section C. Payroll Deductions for COPE Section D. Indemnity Article 3. Information Furnished to the Guild and CPD Section A. Annual Information Section B. Monthly Information Section C. Information on New Hires Section D. Notification of Changes **Article 4. Management Rights** Article 5. Union Association Rights & Release Time for Union Responsibilities Section A. Union Meetings Section B. Conduct of Union Business by Bargaining Unit Employee-Representatives Section C. Participation in Union Negotiating Committee Section D. Additional Release Time **Article 6. Grievance and Arbitration** Section A. Role of People and Culture Section B. Grievant Definition Section C. Grievance Definition and Initiation Section D. CPD Response Section E. Arbitration Section F. Extension of Time Limits Article 7. Hiring; Internal Applicants Section A. Internal Applicants

Section B. Postings
Section C. Unit Members Supervised by Newly Created Positions
Section D. Returning to Previous Position
Section E. Vacancies and Newly Created Positions
Article 8. Probation
Section A. Duration of Probation
Section B. Feedback and Evaluation
Section C. Notice
Article 9. Seniority
Article 10. Job Descriptions
Article 11. Supervision and Workload
Section A. Supervision Meetings
Section B. Work Planning and Workload
Section C. Supervisor Training
Article 12. Evaluation
Section A. Formal Performance Evaluation
Section B. Peer Feedback/360 Evaluation
Section C. Additional Opportunities for Supervisor Evaluation
Article 13. Professional Development
Section A. Employer-required Training
Section B. Annual Meeting
Section C. Employed-initiated Training or Education
Section D. Supplemental Funds for Employee-initiated Training or Education
Article 14. Payment of Work-Related Expenses & Reimbursements
Section A. Travel
Section B. Per Diem
Section C. Mobile Phone, Internet Access, and Office Supply Reimbursement
Section D. Other Work-Related Expenses
Section E. Travel Bonus
Article 15. Remote and Hybrid Work Arrangements and Flex Time
Section A. Eligibility
Section B. Definitions
Section C. Process for Designation and Redesignation
Section D. Proper Equipment
Section E. Flex Time
Article 16. Travel Time and Rooming for Children
Section A. Travel Time
Section B. Rooming for Children
Article 17. Work Hours and Comp Time
Section A. Overview
Section B. Work Hours, Overtime Eligible and Overtime Exempt Hours
Section C. Comp Leave
Section D. Off-Hours Communications
Article 18. Paid Time Off
Section A. Overview

Section B. Vacation Days Section C. Holidays Section D. Sick and Safe Leave (For Care of Self or Close Family Member) Section E. Medical Leave for Serious Health Condition Section F. Personal/Spiritual/Wellness Leave Section G. Parental and Family Care Leave Section H. Employee Sabbatical Section I. Condolence Leave Section J. Jury Duty Section K. Unpaid Leave Article 19. Summer Hours, Fridays Off, and Take a Breath Week Article 20. Benefits Section A. Medical Insurance Section B. Dental & Vision Insurance Section C. Life and Accidental Death & Dismemberment Insurance Section D. Short Term Disability Section E. Long Term Disability Insurance Section F. Retirement Plan Section G. Flexible Spending Programs Section H. Pre-Tax Transportation Program Section I. Gender Affirming HRA, Other Health Supports Section J. Lifestyle Spending Account Section K. Emergency Assistance Fund Article 21. Access to Personnel Files Section A. Maintenance of Files Section B. Confidentiality of Files Section C. Guild Access to Files Section D. Employee Access to Files Section A. Layoffs Section B. Severance Article 23. Job Security, Discipline & Discharge Section A. Non-Disciplinary Coaching Section B. Discipline Section C. Issuance, Effectuation and Appeal of Disciplinary Actions Section A. Initial Offer

Article 22. Layoffs and Severance

Article 24. Initial Offers, Annual Raises, and Wage Scale

Section B. Categories Section C. Executive Pay Section D. Placement of New Employees on Wage Scale Section E. Category and Step Increases Section F. Wage Increases Section G. Promotions Section H. Vacancy / Bonus Pay

Article 25. Change in Work Assignments, Request for Category Promotion, and **Out of Title Work** Article 26. Pay Equity and Annual Equity Audit Section A. Hiring Section B. Annual Equity Audit Article 27. Non-Discrimination and Equal Employment Section A. Non-Discrimination and Equal Employment Section B. Complaints and Legal Action Article 28. Respect and Dignity Article 29. Joint Labor Management Committee and Staff Engagement Section A. Labor Management Committee Section B. Labor Management Committee Working Groups Section C. Staff Engagement Section D. Twice Annual All-Staff Meetings Section E. Labor Management Committee Access to Information **Article 30. Consultants** Article 31. Outside Employment, Appearances, Bylines Article 32. No Strike, No Lockout Article 33. Severability Article 34. Successorship, Neutrality, and Voluntary Recognition Section A. Transfer Section B. Notice Section C. Support for the Right to Organize Article 35. Duration **Side Letters** Side Letter #1: Pay Equity Audit Side Letter #2: Category and Job Description Consultant and Equity Audit Side Letter #3: CPD Contractors Appendices **Appendix A: Hosted Projects** Appendix B: CPD Supervision Agenda Template Appendix C: Professional Development Meeting Agenda Template and Sample Plans Appendix D: Wage Scale

Article 1. Recognition/Coverage

Section A. Recognition

The Center for Popular Democracy hereby recognizes The Washington-Baltimore News Guild, CWA Local 32035, and its representatives (hereafter "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 B. Bargaining Unit

The bargaining unit shall consist of: All CPD employees, regardless of geographic location or worksite, who are regularly scheduled to work fifteen (15) hours or more per week, excluding supervisory, managerial, and confidential employees as defined in the National Labor Relations Act (NLRA), and shall also exclude positions deemed to be beyond the scope of the Agreement either by previously-reached mutual consent of CPD and the Guild (e.g., the categorical exclusion of employees of "hosted projects," current examples of which are listed in Appendix A) or which CPD and the Guild reach mutual agreement to exclude in the future. If CPD creates a new position that the Guild believes should be in the bargaining unit, CPD will meet with the Guild concerning inclusion of the position in the unit.

Section C. Employees

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

Section D. Interns

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

Section E. Fellows & Limited-Term Employees

1. 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).

- 2. For purposes of this Agreement, "limited-term employees" are employees hired by CPD for an anticipated term of employment that is twelve (12) months or less.
- 3. Fellows and other limited-term employees shall be subject to the provisions of the Collective Bargaining Agreement (CBA) between CPD and CPD employees, except that, notwithstanding any other provision of the CBA, their employment terminates at the scheduled end of their term or fellowship and such termination shall not be subject to the grievance/arbitration procedure.
- 4. Fellows and limited-term employees must receive notice prior to the end of their fellowship or term as to whether CPD intends to retain them as an employee in a substantially similar capacity. While notice may be provided orally to the employee, notice in writing must be provided according to the timelines that follow:
 - a. Fellows and limited-term employees with an anticipated term of employment that is six (6) months or longer shall receive such notice in writing no later than six (6) weeks before the end of their anticipated term of employment.
 - b. Fellows and limited-term employees with an anticipated term of employment that is more than two (2) months but less than six (6) months shall receive such notice in writing no later than four (4) weeks before the end of their anticipated term of employment.
 - c. Fellows and limited-term employees with an anticipated term of employment that is less than or equal to two (2) months shall receive such notice in writing no later than two (2) weeks before the end of their anticipated term of employment notice.
- 5. If CPD offers to retain, the notice must either:
 - a. offer continued employment under the same terms except that their employment is no longer of a fixed duration or
 - b. offer a position under new terms, making those terms clear (e.g., a good faith salary offer and a job description), and if the position remains of limited duration, the length of new employment and what considerations could impact CPD's ability to offer a position that is not of limited duration.
- 6. If CPD does not offer to retain employees in a substantially similar capacity, it must notify the Guild as well as the employee.

Section F. Prospective Supervisors

- 1. Individuals hired for or promoted into supervisory positions shall be in the unit until they are engaged in recognized supervisory duties, including but not limited to, supervision of direct reports, posting for vacancies, and writing job descriptions. Individuals who are in supervisory positions, but are not actively supervising someone because their supervisee has left the team, shall not be immediately put into the unit so long as CPD intends to fill a bargaining unit position that has been vacated. CPD will notify the Guild, in such an instance, of its intention to fill the position and the approximate time CPD expects that it will take to do so.
- 2. If CPD does not intend to fill the vacant bargaining unit position within three (3) months, and where a Supervisor is, therefore, no longer engaged in supervisory duties but is engaged in bargaining unit work, the position will be reclassified to a bargaining unit position at the appropriate salary and the individual in the Supervisory position will be returned to the bargaining unit.
- 3. CPD shall not use an erroneous designation of Supervisor to deteriorate the bargaining unit or to maintain a designation of supervisor outside of the unit, where the work the Supervisor is engaged in is bargaining unit work.

Article 2. Union Security & Dues Deduction

Section A. Union Members in Good Standing

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

Section B. Dues

CPD shall, in compliance with all applicable law and on the basis of individually signed voluntary check-off authorization cards provided to CPD by the Guild, deduct dues or fees equivalent to dues and assessments levied by the Guild for the current month. These amounts shall be deducted from employees' wages and sent to the Guild on a bi-weekly basis. Deductions will begin with the next full pay period following CPD's receipt of the check-off authorization.

Section C. Payroll Deductions for COPE

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

Section D. Indemnity

The Guild hereby agrees to indemnify CPD and hold it harmless from all claims, damages, costs, fees or charges of any kind which may arise out of CPD's implementation of this Article.

Article 3. Information Furnished to the Guild and CPD

Section A. Annual Information

- 1. CPD will furnish the Guild annually the following information in connection with employees represented by the Guild:
 - a. Name
 - b. Start date
 - c. Classification (for example, full-time, part-time, fellow)
 - d. Title
 - e. Category
 - f. Job description
 - g. Rate of pay, whether hourly or salary
 - h. Work location
 - i. Date of birth
 - j. Race or ethnicity, when provided
 - k. Pronouns, when provided
 - l. Home address
 - m. Supervisor name
 - n. Supervisor title

Section B. Monthly Information

- 1. CPD shall notify the Guild monthly in writing or electronically of:
 - a. New unit employees including all the information required in Section A.
 - b. Changes in job title for unit employees, changes in category, salary changes by reason thereof, and effective date, and changes of supervisor for employees.
 - c. Resignations, retirements, deaths, promotion and/or transfers out of the bargaining unit of employees, and respective dates.
 - d. Names of interns placed at CPD, for more than six (6) months, along with department, and educational or training purpose.

- e. Names of unit employees whose probation will end in the next month.
- f. End date of any temporary unit staff.
- g. Any consultants or vendors required to be shared under Article 30. This information will be shared quarterly.
- 2. This section will take effect the first of the month that falls two (2) weeks after the signing of this contract.

Section C. Information on New Hires

CPD shall notify the Guild of people who accept an offer of employment in a bargaining unit position within ten (10) working days of when the offer is accepted. CPD shall include the salary, title, and category, as well as supervisor name and title in the notice. The Guild will be notified before any offer is rescinded. If the supervisor, 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 D. Notification of Changes

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

Article 4. Management Rights

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

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

Section A. Union Meetings

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

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

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

Section C. Participation in Union Negotiating Committee

A bargaining committee, whose size may be up to ten percent (10%) of the bargaining unit for a maximum of six (6) members, may be designated by the Guild with employees to be excused from their work, without loss of pay, to participate in the Guild's contract negotiating committee including bargaining sessions, consultations with unit members and preparation for both, for a maximum of six (6) hours per week, per negotiating committee member, for use at the bargaining table and in caucus during bargaining sessions, for the duration of contract negotiations. Negotiating leave available under this section shall be in addition to the Guild business leave available under Section B above. The Guild shall notify CPD in writing of the members of the committee before the commencement of bargaining.

Section D. Additional Release Time

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

Article 6. Grievance & Arbitration

Section A. Role of People and Culture

Employees are free to talk to the People and Culture 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. People and Culture 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 F 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 People and Culture). 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 C of this Article.

Section B. 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 C. Grievance Definition and Initiation

- 1. 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.
- 2. To initiate a grievance, a grievance shall be filed in writing by a representative of the Guild with the grievant's supervisor and People and Culture within fifteen (15) working days after the occurrence, or within fifteen (15) working days after the grievant or Guild become aware of the occurrence, or should have reasonably become aware of the occurrence. A grievance shall specify the name of the grievant(s), the action(s) complained of, the approximate date(s) on which the action(s) occurred, the provision(s) of this Agreement that the Guild contends have been violated, and the remedy sought. Efforts to adjust grievances shall be made on CPD work time within reason.

Section D. CPD Response

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

Section E. Arbitration

1. Any matter involving the interpretation, application, administration or alleged violation of this Agreement (except renewal of this Agreement), including a question of whether or not a matter is arbitrable, that is not satisfactorily settled in either the meeting or written response provided by CPD as described in Section D may be submitted to final and

binding arbitration by either party within thirty (30) working days of CPD's written response or fifteen (15) days of the meeting if CPD fails to provide a written response. The parties mutually recognize the importance of using this period to confer and attempt to amicably reach final resolution of the grievance and thus avoid arbitration. The parties may also agree to extend this period to permit further investigation, discussion, and negotiation for resolution.

2. If, on initiation of arbitration, the parties cannot agree on the impartial arbitrator, then the Federal Mediation and Conciliation Service (FMCS) will be requested to designate a panel of arbitrators, and the arbitrator shall be selected by the parties alternately striking names from the list until one name remains and that person shall be the arbitrator. All joint costs of such arbitration (for example, any FMCS fees, the fees and expenses of the arbitrator, hearing room costs) shall be borne equally by the parties, except that no party shall be obligated to pay any part of the cost of a stenographic transcript without express consent. Each party shall bear the expenses it incurs solely on its own behalf (for example, witness expenses — excluding CPD employees who are witnesses attorneys fees). Failure to file a grievance in a timely fashion in one instance shall not preclude filing on a similar issue which occurs subsequently.

Section F. Extension of Time Limits

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

Article 7. Hiring; Internal Applicants

Section A. Internal Applicants

- 1. CPD shall notify all employees, by email or similar method, of any vacancy in an existing or newly created position it intends to fill for which existing employees are eligible to apply (e.g., post-graduate fellowships of limited eligibility, such as those referenced in Article 1, Section E, may be selected through means other than a circulated posting because they have specific candidate criteria). CPD may also advertise the position externally at the same time it posts internally.
- 2. Employees shall have five (5) working days from the date of the posting to apply for the vacancy, and CPD will interview internal applicants who meet the minimum requirements for the job 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.
- 3. Successful bidders/applicants shall be chosen based on their qualifications, including, but not limited to, experience, skill, and job-related knowledge, and performance.

Qualifications for a position shall be determined by CPD.

- 4. Where in CPD's judgment the qualifications of an internal applicant and an outside applicant are substantially equal, CPD shall award the position to the internal bidder.
- 5. Where CPD is deciding between two (2) internal applicants whose qualifications, in CPD's judgment, are substantially equal, seniority shall be given primary consideration.
- 6. If an employee is not awarded a position, upon request, CPD will meet with the employee and, at the employee's option, a representative of the Guild to discuss the reasons for non-selection. This meeting must be scheduled within five (5) working days of request.
- 7. For purposes of this section, newly created positions are those that are significantly and substantially different from 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 B. Postings

1. A posting for unit positions will state the position is in the unit and the expected category and expected salary range for the role, with language such as, "This position is included in a collective bargaining unit represented by the Washington-Baltimore News Guild. Specific employment terms are subject to a Collective Bargaining Agreement (CBA). Salary under the CBA will be determined according to a salary scale that takes into account years' experience, location, job category, and other factors, but is expected to be \$XXX-\$XXX and category X. The Collective Bargaining Agreement is available here." The initial offer is determined by Article 24, regardless of the range provided in the postings.

Section C. Unit Members Supervised by Newly Created Positions

- 1. In the case that a newly created position (substantially different from an existing posting or position) would supervise unit members, the Hiring Manager or People and Culture shall provide an opportunity for the unit members who would be supervised by the newly created position to inquire about the qualifications for the position and either express interest in applying for the position or elect to participate in the hiring process by, for example, attending an interview. Nothing in this Agreement prevents management from exercising its discretion to create new positions.
- 2. If reporting staff are interested in or apply for the new position, but are not selected by management, upon request, CPD will meet with the employee and, at the employee's

option, a representative of the Guild to discuss the reasons for non-selection. This meeting must be scheduled within five (5) working days of request.

Section D. Returning to Previous Position

- 1. An employee who has been transferred or promoted to a new position within the bargaining unit may request to return to the position from which promoted or transferred within the first 40 working days in the new position.
- 2. If during the first 40 working days of a transfer or promotion within the bargaining unit the employee is unable to perform the duties of the new position satisfactorily in the opinion of CPD, CPD may place the employee in their previous position or in a comparable position without penalty or prejudice.
- 3. If an employee returns to the position from which promoted or transferred, the employee shall receive the salary that they would have received had the employee not been promoted or transferred. The period of service in the other position shall be counted for all purposes as service in the employee's previous position. If placed in a comparable position, the employee shall suffer no reduction in pay and will receive future increases as if retained in their previous position.
- 4. Management retains full discretion to decide whether or not to return to a previous position or transfer to a position comparable to a previous position.

Section E. Vacancies and Newly Created Positions

CPD shall provide the Guild with written notice when any bargaining unit position is to remain vacant, or is changed in terms of pay or hours within 30 days of the decision to maintain the vacancy or change the terms and conditions of the position.

Article 8. Probation

Section A. Duration of Probation

1. Effective May 1, 2023, all new employees shall serve a three (3) month probationary period, beginning on their first day of work, which may be extended by one (1) month. During the probation period, CPD shall have the unlimited right to discipline or discharge the employee, and such discipline or discharge shall not be subject to the grievance procedure set forth in Article 6. Extended leave taken during the probation period may extend the probationary period with notice to the Guild.

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

Section B. Feedback and Evaluation

- 1. 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.
- 2. 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.
- 3. Employees who are on probation do not need to be evaluated in accordance with Article 12, Section A 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 C. Notice

- 1. No later than one (1) calendar week before the end date of the probationary period, the employee and the Guild will receive notice in writing whether the employee will be moved to permanent status or terminated.
- 2. Employees who are terminated at the end of the probationary period shall remain in pay status for two weeks after the end of the probationary period.
- 3. The employee will also receive a job description for a permanent position if offered (either identical to the first or reflecting changes made) and any changes in title or salary attendant with changes in job description. Notice to the employee may be provided orally prior to the written notice required in this Article.

Article 9. Seniority

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

- 2. Employees who are laid off will retain their original seniority date for up to twelve (12) months, and employees who take an approved unpaid leave of absence from CPD will retain their original seniority date for up to six (6) months.
- 3. CPD shall provide the Guild with a seniority roster every February 1. The roster shall include all employees covered by this Agreement and list their beginning date of continuous employment.

Article 10. Job Descriptions

- 1. CPD will provide each employee, within one (1) week of the employee's start date, a job description of the duties and responsibilities which the employee is expected to perform, in a standardized organizational format which shall include the category designation for the role, as well as a method of estimating the portion of time to spend on different areas of responsibility of the job. Each job description may include 2.5% to be devoted for organization development, which may include trainings, work related to Diversity Equity and Inclusion, and staff engagement. A copy of the job description will be maintained in the employee's personnel file.
- 2. The job description will be reviewed and updated at the end of the employee's probationary period and annually, and at the employee's request to their supervisor if there are significant changes to responsibilities or role. The job description will also be reviewed annually, in accordance with Article 11.
- 3. For changes to job descriptions made after the initial hire, the employee will have the opportunity to share input regarding changes to their job description through their supervisor prior to CPD's finalization of the revised description.
- 4. If there are significant changes to responsibilities or job content that are not already reflected in the job description or that the employee believes may call for a reevaluation of the category, the employee shall use the process outlined in Article 25.
- 5. CPD retains the right to establish positions and define and revise job descriptions as needed to carry out the work of the organization.

Article 11. Supervision and Workload

Section A. Supervision Meetings

- 1. Regular supervision meetings shall be held between supervisors and employees at least twice a month, at a mutually agreeable and pre-scheduled time. Upon request by employees and with agreement by their supervisor, meetings may take place more times as necessary. Employees in their probation period or employees in Category 1 roles may, in particular, require more frequent meetings. If an employee requests more frequent regular meetings and is denied or does not receive a timely response, they can appeal to People and Culture.
- 2. Supervision meeting agendas shall generally follow a standardized process (see Appendix B: CPD Supervision Agenda Template), with adjustments made through mutual agreement between supervisor and employee. Both parties should aim to give at least twenty-four (24) hours prior notice if a meeting is to be rescheduled, and the party who canceled the meeting should ensure an alternate mutually agreeable time. Employees who experience a pattern of meetings being canceled or rescheduled on short notice are encouraged to raise that directly with their supervisor, People and Culture, and/or their supervisor's supervisor.
- 3. In addition, employees can request informal check-ins or coaching sessions with their supervisors at any time. CPD also encourages employees to set up peer-to-peer coaching structures as well.

Section B. Work Planning and Workload

- 1. By the end of the employee's first month of employment, the employee and their supervisor shall create and/or revise a work plan for the employee, reflecting the employee's job description, team goals, and mutually agreed-upon professional development goals, and including clear benchmarks.
- 2. Job descriptions and work plans of employees in their departments will be reviewed, in consultation with the employee, during the annual review process. Records of assessment meetings will include the following: current work plans, team goals, professional development goals, and up to date job descriptions.
- 3. Employees who believe that their job descriptions do not reflect the work they are doing, that their categories do not reflect their job descriptions, or that their work plans are not current, should request to discuss with their supervisors or People and Culture, 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.
- 4. 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.
- 5. If an employee's work plan or workload is directly impacted by a vacancy of a member of their team and the vacancy is more than thirty (30) working days, the department

director will ensure that there is a vacancy plan that addresses the distribution of the work of the vacated position. In cases where such plans require adjustment of an employee's work plan or responsibility, those adjustments will be explicitly addressed with the employee.

6. 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 People and Culture at any time. If deemed necessary, the Guild representative may choose to approach People and Culture to share workload concerns raised by an employee that have not been satisfactorily addressed by the supervisor.

Section C. Supervisor Training

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

Article 12. Evaluation

Section A. Formal Performance Evaluation

- 1. CPD is committed to providing employees with regular feedback on the quality of their work, their success at meeting and exceeding goals, and areas for improvement. CPD employees who have finished their probation period will receive a formal annual performance evaluation by their supervisor, reflecting the employee's success and effectiveness at meeting the duties in their job description, their goals and the work outlined in their work plan. The formal performance evaluation will include a written self-evaluation by the employee, a written evaluation by the supervisor, and a meeting between the supervisor and employee to review and discuss the feedback. The results of the performance evaluation will be included in the employee's personnel file.
- 2. Employees and Supervisors must complete evaluations using the designated evaluation method and scoring established by People and Culture.
- 3. People and Culture will inform employees that they have a 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.
- 4. Formal performance evaluations shall occur during the first quarter of each calendar year.
- 5. Employees will also have an opportunity to complete an annual formal written evaluation of their direct supervisor, which will then be anonymized by People and

Culture, with an understanding that total anonymity cannot be guaranteed in every circumstance. 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. People and Culture will review the content of evaluations and will follow up with supervisors whose scores or narrative evaluation are deemed unsatisfactory (e.g., scoring 1/5 or 2/5 or narrative content describing clear examples of unsatisfactory supervision practices.)

6. The annual review meeting will include the performance evaluation as described above, review of the job description, review of the anticipated workplan for the coming year, discussion of professional development plan for the coming year, and a discussion of anticipated PTO timeframes.

Section B. Peer Feedback/360 Evaluation

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

Section C. Additional Opportunities for Supervisor Evaluation

- 1. Notwithstanding the opportunity available to employees to evaluate their supervisor directly in Section A of this Article, CPD will make available an additional mechanism to evaluate supervisors by the end of the third quarter each year.
- 2. The LMC, or a working group of the LMC, shall create questions and review the process for such evaluation. While the LMC may specify a different process and timeline, it is expected that this evaluation will be conducted on a timeline that is separate than other annual evaluations available to staff and the results will be shared with People and Culture, which may use it to identify necessary or supportive action.

Article 13. Professional Development

Section A. Employer-required training

CPD shall pay the expenses of any training it deems necessary for employees' performance and requires employees to participate in. Time spent at employer-required or approved trainings shall be considered regular work time, and the Travel and Per Diem policy described in Articles

14 and 16 shall apply for any associated travel expenses. Only time spent in CPD-approved professional development activities counts as work time.

Section B. Annual Meeting

- 1. Both the Guild and CPD are interested in promoting the professional development of employees. Employees will discuss professional development objectives, including skills, capacities or knowledge to be developed, and possible assignments that could support that growth during the annual performance evaluation process.
- 2. This discussion is 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.
- 3. During this meeting employees should have the opportunity to express their professional interests and goals; consider with their supervisor the possibilities at CPD to develop the skills and experiences that align with organizational needs and work over the course of the year; and discuss future possibilities for the employee's career and professional development.

Section C. Employee-initiated Training or Education

- 1. CPD encourages employees to pursue professional development opportunities such as courses, seminars, trainings, workshops, conferences or time spent with a coach/mentor that will assist and/or improve their work at CPD and help them make a long-term commitment to working at the organization.
- 2. Starting in 2023, CPD will offer up to \$800 per employee per year, to cover costs of CPD-approved professional development activities. This benefit does not roll over from one year to the next.
- 3. To be eligible for professional development funding, the employee must be a full-time bargaining unit employee beyond three (3) months of employment. All professional development funding must be applied within the first three (3) quarters of the calendar year. CPD will advise the Labor Management Committee about the level of usage of professional development funds on a quarterly basis.
- 4. Within the first two (2) quarters of every year after the effective date of this contract, the LMC will discuss professional development opportunities offered by CPD that employees may participate in. CPD will also provide a mechanism for employees to report on outside trainings previously attended or through which employees may recommend training to other employees so as to have a resource for staff in choosing professional development opportunities.
- 5. CPD also encourages employees to engage in activities outside of work that will assist them to handle stress and live a balanced life.

Section D. Supplemental Funds for Employee-initiated Training or Education

In some instances, an employee identifies and proposes a professional development opportunity which costs more than the amount allocated for CPD-approved professional development activities as described in Section C, which is not CPD-required training, but which CPD agrees is of sufficient utility to the employee and the work of CPD that CPD wishes to cover the full cost of the program. In such instances, the employee's funding available under Section C will be put towards the expense and CPD will provide additional funding, by setting up a fund of \$30,000 per fiscal year starting in January 2024 to cover or reimburse additional training, certification or education programs for employees in the bargaining unit directly related to their job responsibilities. CPD will set up an application process for bargaining unit employees to apply to receive funding from this fund. Priority will be given to training, certification or education programs and opportunities that have already been approved, but are above the annual amount per employee. A committee of 3 members selected by the Guild and 3 Managers selected by Management will make decisions on applications by agreement or 4 votes.

Article 14. Payment of Work-Related Expenses & Reimbursements

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

Section A. Travel

- 1. For expenses related to travel for CPD business, CPD maintains a system whereby employees receive prior approval and charge CPD directly for those costs. Details about the process and timelines for this system are set out in the finance policies accessible on the Staff Hub. 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 finance policies. Requests for reimbursement should be submitted with receipts/records by employees within thirty (30) days of return of travel.
- 2. CPD will reimburse the cost of TSA PreCheck for those who travel for more than Staff/Team/Department retreats. For those who are ineligible for TSA PreCheck, CPD will cover the cost of Clear or its equivalent.

Section B. Per Diem

1. Per diem is meant to cover meals, and other incidental travel expenses not otherwise reimbursable under CPD's reimbursement policies and protocols (such as tips to hotel

staff) when employees are traveling outside the city of their home or work location. Direct travel costs outside of the city of an employee's home or work location that can be documented according to CPD's reimbursement policies and protocols (such as public transportation fare cards) can be submitted for reimbursement.

- 2. Meals and incidentals while traveling are included in per diems and, therefore, should not be submitted for reimbursement.
- 3. CPD will check the current per diem rate annually. If the U.S. General Services Administration per diem rate for the state of New York is higher than what is provided below, employees will receive the corresponding higher rate.
- 4. Per diem shall be paid as follows:
 - a. A full per diem rate of \$80/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 \$60/day applies a) when no meals are covered, but the employee either leaves after 10am or returns home before 8pm or b) on a full day away and at least one (1) meal is covered, but less than three (3) meals.
 - c. An incidental per diem rate for \$10/day applies when three (3) meals are covered. Covered meals are those provided to the employee without charge.
- 5. If covered meals do not adequately meet the dietary restrictions of a particular employee, that employee may seek a reasonable accommodation to this policy, through People and Culture, to receive a per diem as if those meals were not covered, or other accommodation.

Section C. Mobile Phone, Internet Access, and Office Supply Reimbursement

- 1. CPD will reimburse \$135 per month for the cost of a mobile phone, home internet, and office supplies. All employees are required to have a mobile phone for their work. Employees are responsible for providing their own phone. Employees are required to maintain an operating phone.
- 2. CPD will provide all employees working remotely or hybrid with a one-time stipend of \$750 for office set up.

Section D. 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.

Section E. Travel Bonus

Effective March 1, 2024 employees who have had to be away from home overnight for CPD-required travel, shall receive a bonus of \$40 a night for first 25 travel overnights, and \$75 a night above 25 travel overnights in the previous calendar year, with the exception of any overnights from the People's Convention, Staff Retreats, or Team Retreats. Travel bonuses will continue to be paid in this fashion on March 1 of each year thereafter for the previous calendar year of travel. Employees must submit all documentation verifying their overnight stays no later than January 31 to be eligible to receive the bonus by March 1.

Article 15. Remote and Hybrid Work Arrangements and Flex Time

Section A. Eligibility

- 1. CPD supports Office-based, Remote, and Hybrid options for employees when practical and preferable, and when productivity can be maintained and enhanced.
- 2. To be eligible for either Off-Site Work, Remote, Hybrid, or Flex Time, employees' job duties must be suitable to the work off-site or flex arrangement, and performance may not suffer as a result of the arrangement as determined by CPD.

Section B. Definitions

- 1. CPD positions shall be designated as Remote, Remote/Hybrid, or Office based upon the operational needs of CPD.
- 2. Employees who are designated as "Remote", shall have their regular workplace designated as their home or some other specifically designated and approved location. Remote employees may work from other locations, such as meeting locations, a local library, cafe, university, etc., however, if they are working some place other than their designated remote location they shall note it on their calendar or notify their supervisor. Remote employees who wish to temporarily or permanently change the location of their remote employment must receive approval from CPD.
- 3. Remote/Hybrid employees work at a designated remote location, but are located within

the vicinity of a CPD office, and they may be asked to come into the office one or two days a week with a regular schedule if necessary.

- 4. Office Employees are assigned to work at a CPD office and may have the option of working from home or remotely one or two days a week on a regular or sporadic schedule as approved by Management. They may have responsibilities that are tied to CPD's facilities or general business operations that are not practical to execute remotely.
- 5. All CPD employees shall come into the office or other designated locations for in person meetings or events, if they are notified at least fifteen (15) days in advance to do so by Management.

Section C. Process for Designation and Redesignation

- 1. CPD will designate positions as Remote, Remote/Hybrid, Office at the time of employment.
- 2. Employees who are currently classified as Office will either remain classified as Office or be re-classified as Remote/Hybrid within 30 days of the effective date of this agreement. Employees who are classified as remote, will remain designated as Remote, unless they receive a notice otherwise within ninety (90) days of the effective date of this agreement.
- 3. CPD may temporarily or permanently re-designate positions as Remote, Remote/Hybrid, and/or Office based upon operational needs. CPD will give a minimum of 30 days notice in the case of any redesignations. An employee whose job is permanently classified as remote will not be reclassified as Office, except in the case of mutual agreement of both parties.
- 4. CPD may require that employees whose roles have functions that are tied to geographic locations remain within that geographic location whether they are working remotely or not. Where that is the case, CPD will endeavor to include such a requirement in job postings and Job Descriptions at the time of hire.
- 5. Employees whose performance and/or productivity suffers after being designated as remote, may be asked to work under closer supervision including more frequent office assignments unless the decline in productivity is caused by conditions outside an employee's control such as natural disaster, power outage, systemic internet failure.
- 6. An employee who wants to make a request to be redesignated to Office, Remote/Hybrid, or Remote may do so in writing to their supervisor and the People and Culture Department. They will receive a response within 30 calendar days of the request.
- 7. If moving would change an employee's designation as Remote, Remote/Hybrid, or Office-based, the employee must make a request to their supervisor to change their

designation. If CPD is not notified that an employee is moving with the expectation that they are able to continue to work remotely, CPD does not guarantee that they will not be required at some point to return to the Office.

Section D. Proper Equipment

- 1. Reliable internet, computers, and cell phones are required for an employee to be eligible for remote work arrangements. If cell phone, internet, or computer equipment becomes unusable temporarily, remote employees are expected to seek alternative options to continue working where possible, such as going to a library, cafe, or using other equipment. If that is not possible, remote employees will contact their supervisor and the appropriate CPD staff person as soon as is practicable and report the equipment problem. CPD will assist in getting the employee back online when possible and practical.
- 2. CPD will provide all employees with the use of a laptop. All employees will use only CPD-issued computers, unless a temporary alternative has been approved by Management. All employees will maintain CPD documents and equipment appropriately. CPD-issued equipment should not be used as family equipment or by non-CPD employees. To the extent that a participating employee requires an accommodation, CPD will provide equipment and items as required by law and consistent with the anti-discrimination provisions of this contract.
- 3. Tax, Insurance, or other Implications:
 - a. CPD employees who work remotely are responsible for any tax or insurance implications of remote work and should consult a CPA if working from home will impact what records they maintain, or how they calculate and/or deduct expenses. CPD is not responsible for any additional insurance coverage requirements beyond what is legally required (e.g. workers compensation).

Section E. Flex Time

1. Both parties acknowledge that the nature of CPD's mission requires employees to be available during regular work hours. However, where an alternate fixed schedule (temporary or long-term) would improve an employee's work-life balance or facilitate completion of outside responsibilities, employees may request such a schedule subject to approval by the supervisor, provided that their responsibilities as outlined in their current job description and work plan are being met and they work the hours expected of their positions each week. An employee must make a request for Flex Time in writing with their immediate supervisor, copying People and Culture. Supervisors must respond to such requests within a reasonable time.

- 2. The following flex time arrangements are examples of potential arrangements, subject to the approval of the supervisor:
 - a. Split hours: An employee may leave work midday to attend to other responsibilities (e.g., childcare responsibilities; attend classes) and then resume work in the evening in order to complete a standard CPD workday.
 - b. Alternate hours: An employee may begin the workday earlier or later than standard CPD office hours, provided that the preferred schedule allows for regular engagement with and timely response to colleagues, affiliates and allies.
- 3. Participation in the flex time program does not alter an employee's responsibility to develop, nurture and maintain their relationships with colleagues, affiliates, and allies.
- 4. The employee's compensation, benefits, work status, and work responsibilities will not change as a result of participation in the flex time program.
- 5. CPD has the right to determine that an employee cannot participate in the flex time program at any time. Any rejection, modification, termination of a flex time arrangement must be made in writing to the staff member and include an explanation for the change. Employees may contact People and Culture to appeal any rejection, modification, or termination of the flex time arrangement or to address a supervisor's delayed response to requests.

Article 16. Travel Time and Rooming for Children

Section A. Travel Time

1. Travel is a condition of employment for many jobs at CPD and all employees are at times required to travel to sites other than their primary worksite. The parties recognize that travel is sometimes necessary and important for CPD to accomplish its mission. For employees eligible for overtime, travel time, while in transit, to off-site locations and breaks during work-related travel counts as compensable work time and should be recorded in CPD's regular time tracking/payroll system as such. Where travel schedules may result in overtime, overtime must be approved by CPD before it is earned, consistent with CPD overtime policies. For overtime-exempt employees, CPD-required travel time, while in transit, to off-site locations is also considered work time. For the purposes of this section, travel for work is defined as any instance in which completing CPD work requires the employee to travel to a destination that is i) more than 100 miles from where they typically work or ii) fifty (50) but where the responsibilities which they are assigned to carry out require them to remain at the destination overnight.

- 2. As is reasonable and feasible, employees will engage in their work during travel time. Both CPD and the Guild recognize that the nature, timing, or frequency of CPD-required travel may prevent employees from engaging in work during that time, and recognize that such time is considered work time, regardless of whether employees were able to engage in work while traveling.
- 3. At the beginning of the calendar year, and quarterly thereafter, as necessary, Directors, Supervisors, and Teams will meet to anticipate travel requirements where possible and assign travel in a manner that is fair and sensitive to employee and organizational needs, providing employees with as much prior notice as is feasible. Generally, employees will receive at least ten (10) calendar days notice of the anticipated date(s) of travel. The parties understand that there are circumstances that may not allow for significant advance notice (e.g., responding to short-notice events, etc.).
- 4. If the employee is unable to engage in previously scheduled travel due to unexpected and unpredictable or emergency childcare, dependent responsibilities, health reasons, or other personal matters, they shall inform their supervisor as soon as practicable and the employee and supervisor shall, in good faith, attempt to secure alternate dates and/or travel arrangements. Management may require specific information or evidence of the reason for the need to reschedule travel.
- 5. An employee shall be required to travel for work no more than five (5) consecutive days, inclusive of travel time, and a maximum of sixty (60) days per calendar year. Employees may, at their sole discretion, volunteer to travel more than sixty (60) days per calendar year.

Section B. Rooming for Children

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

Article 17. Work Hours and Comp Time

Section A. Overview

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

time can result in mental exhaustion, whereas forward-thinking, reasonable, balanced work schedules support high-quality work, higher retention, and sustainable jobs, allowing CPD to accomplish its goals.

Section B. Work Hours, Overtime Eligible and Overtime Exempt Hours

- 1. Overtime Eligible: For employees eligible for overtime, overtime rules and regulations apply. Employees eligible for overtime will work a schedule set by CPD and must notify their supervisor before working hours beyond this amount. While overtime-eligible employees will be paid for all work performed at the appropriate rate, violation of the advance-notice rule on additional hours and failure to track hours in a timely and accurate way in CPD's system, can lead to discipline.
- 2. Overtime Exempt: Overtime-exempt employees are employees who, because of their positional duties and responsibilities and level of decision-making authority, are exempt from overtime regulations. They are held to the expectations of their job and have flexibility in their schedules. Long hours one day should be balanced out by flex time in the same week according to Article 15 of this contract.
- 3. Full-time exempt employees usually work in eight to nine (8 to 9) hour windows between the hours of 8:30am and 6:30pm, Monday-Friday, for a total of forty to fifty (40 to 50) hours a week. If employees work in excess of fifty (50) hours a week, or excessively long days, but have not worked time that is eligible for comp leave according to Section C, employees should notify their supervisor and discuss necessary schedule and/or workload adjustments in the near term and long term as appropriate. While employees should contact supervisors in the first instance, they may also contact People and Culture, their supervisor's supervisor, or the Chief of Staff.

Section C. Comp Leave

- 1. Whenever an overtime-exempt employee is required to work five (5) or more CPD standard full-time consecutive days, the overtime-exempt employee shall be entitled to additional compensatory time off at a ratio of one half (1/2) day for every half (1/2) day worked, over five (5) CPD standard full-time consecutive days. Employees or supervisors who expect a need for comp time, especially if it is needed on a repeated basis, are encouraged to discuss it and address expectations, workload, and work plan.
- 2. Employees who earn compensatory time off under this section must take the time off within sixty (60) days of its being earned.
- 3. Compensatory time off shall be taken with appropriate notice and advance approval of the employee's supervisor, whose approval shall not be unreasonably denied.

Section D. Off-Hours Communications

- 1. CPD and the Guild acknowledge the importance of employees being able to have work-life balance and that being required to check email or phones off-hours can impede the ability for employees to strike that balance.
- 2. Departments will work, with employees' input, to develop practices that make sense for the demands for their teams, especially for rapid-response situations.
- 3. Departments will meet and discuss what Team Members should expect and respond to in terms of off-hours communications (e.g., emails may not have to be read or responded to unless they are accompanied with a phone call or text, advising that the matter is time sensitive or an emergency).
- 4. The hours before 8:30am or after 6:30pm (as applied in the time zone for the person receiving the communications), personal-time-off, weekends or other designated days of rest (e.g. other days as designated in flex schedules), and CPD holidays are considered "off-hours." More intrusive work-related communications by employees and supervisors (e.g., texting and phone calls) in the off-hours should be limited to those items that are time-sensitive or necessary for a responsibility-specific communication.
- 5. Employees are not expected to regularly check their email or phones off-hours. If a response is required off-hours, to the greatest extent practicable, supervisors must explicitly state under what circumstances they will receive off-hours communication, the method or platform for such communication, and the rationale for the need for off-hours responses. Supervisors should work to provide as much advance notice of any need to work off-hours. Employees will not be disciplined for failing to respond to off-hour communications if they were unaware of the request for a response. When CPD communicates with an employee off-hours in a manner that requires a response it will be considered time working except for de minimis communication.
- 6. Employees who feel they experience a pattern of excessive or intrusive off-hour communications may schedule a meeting with People and Culture. If P&C finds it necessary to do so, P&C may schedule a meeting with the Department to assist them to develop the specific protocols for off hours communications.
- 7. Nothing herein precludes any employee from speaking directly with their supervisor or filing a grievance.

Article 18. Paid Time Off

Section A. Overview

- 1. The leave policies of this Article apply to all employees, but the calculations pertain to full-time employees only. Part-time employees are offered a prorated amount of leave based on the percentage they work compared to a full-time employee. This applies to accrual rates, accrual caps, and carry-over maximums.
- 2. For any type of leave, except in the case of holidays, employees must first contact their supervisor for approval. In the case of illness, emergency absences or personal days, the employee should notify their supervisor as soon as possible. Unless otherwise stated, leave under this Article holds no value upon separation from employment. Five (5) consecutive days of unexplained absences may be considered job abandonment, but if the employee later reports extreme circumstances that prevented the employee or a representative from notifying CPD of the reason for the absence, CPD will consider the explanation and the timing in determining if the employee abandoned their role.
- 3. When requesting leave, an employee must indicate if the leave is for one of the purposes set forth in applicable federal, state or local laws providing family and medical leave, parental leave, sick and safe leave or other mandated leave, so that CPD can comply with record-keeping and other requirements that may be inapplicable. Employees may need to complete necessary HR forms and provide documentation as required by HR or People and Culture 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.
- 4. The paid leave benefits provided in this Article are intended by the parties to satisfy at least the minimum requirements of all applicable federal, state and/or local laws mandating paid leave. Benefits under this Article shall be used and shall run concurrently with any legally required leave, paid or unpaid, for which the employee may be eligible under the Federal FMLA, any state or local analogous FMLA, or other applicable laws or regulations, and will be coordinated with any federal, state or local government paid insurance or related programs, such as disability support programs or workers compensation and with any private insurance benefits provided by CPD. If any leave provision in this CBA falls below minimum applicable statutory requirements, CPD will fully comply with those laws. Any leave benefits provided under this CBA that exceed minimum applicable statutory requirements will not be reduced.
- 5. For purposes of this Article, close family member means the employee's spouse, domestic partner, child, parent, sibling, grandparent, parent-in-law, aunt, uncle, guardian, or a member of the employee's family unit who is in the same residential unit. For any reference to a leave related to a close family member in this Article, an employee may request leave for a close family member not specifically named above.

Section B. Vacation Days

- 1. Vacation days begin to accrue on the employee's first day of work.
- 2. Vacation time must be earned before it can be used. Employees may only take paid time off that they have not yet accrued in extreme or unusual circumstances (and with approval of the Supervisor and People and Culture).
- 3. Vacation days will be scheduled subject to the approval of the supervisor.
- 4. Annual vacation time will accrue on the following basis. At the time of hire, CPD will determine the number of months worked at a founding organization (CPD, CPDA, and the Leadership Center for the Common Good) and at an affiliate organization of the CPD Network, for purposes of calculating the appropriate total "months credited for of vacation accrual," as defined below. Time spent as an employee of a founding or affiliate organization shall not apply to the determination of seniority as described in Article 9.
- 5. Vacation days:

Months Credited for Vacation	Annual Accrual of	Rate of
Accrual:	Vacation Days	Accrual
Less than one calendar year (0-12 months	120 hours of vacation	10 hours per
)	each year	month
One to three calendar years (12 month, 1	160 hours of vacation	13.34 hours per
day - 36 months)	each year	month
Three to five calendar years (36	200 hours of vacation	16.67 hours per
months, 1 day - 60 months)	each year	month
Over 5 years (60 months, 1 day and over)	240 hours of vacation each year	20 hours per month

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

- 7. Vacation payout will be calculated as follows: An employee's hourly rate is found by dividing their annual salary by the number of standard work hours in a year (2080). Once the hourly rate is calculated, it is multiplied by the number of unused vacation hours to be paid out. For hourly employees, vacation payout will be calculated by multiplying the current hourly rate by the number of unused vacation hours to be paid out.
- 8. Accrual of vacation time for full-time employees will occur on a rolling basis. Employees cannot accrue more than 240 unused vacation hours. Once the vacation accrual cap is reached, employees must use vacation time in order to continue accruing. Employees may carry over a maximum of 240 hours of accrued unused vacation to the next calendar year.

Section C. Holidays

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

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

- 1. Full-time employees receive ninety-six (96) paid sick and safe hours per calendar year. These hours are given in full on January 1. Part-time employees receive a prorated number of paid sick and safe leave based on their hours worked compared to a forty- (40) hour work week.
- 2. For employees who work partial years, they will receive a prorated number of sick and safe hours for that year, e.g., employees who start July 1 will receive forty-eight (48) hours.
- 3. Employees may carry over up to three hundred twenty (320) unused sick and safe hours from previous years. Unused sick and safe time may not be cashed in for salary.
- 4. Sick and safe leave is to be taken in the event an employee is sick or to care for a close family member who is sick, or for a regular dentist, mental health, reproductive health, eye-care or doctor visit, where it is not practical to make such an appointment for after-work hours. Safe leave is to be taken for absences associated with domestic violence or sexual abuse, including court appearances or cooperation with law enforcement. Sick and safe leave is not an all purpose leave. Sick and safe leave does not distinguish between issues of mental health and physical health both are health

care concerns.

- 5. Employees must notify their supervisors no later than the morning of the day(s) they intend to utilize their sick or safe leave. Unreasonable failure to provide supervisors with notification prior to taking sick and safe leave may be cause for disciplinary action, including the loss of compensation for the day not worked. No disciplinary action will be taken in the event of using safe leave, if conditions did not permit the employee or a representative to safely notify their supervisor.
- 6. 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.
- 7. Furthermore, a supervisor cannot deny a staff member the right to take sick and safe time when needed because of difficulty reassigning or rescheduling job responsibilities.
- 8. An employee who takes three (3) or more consecutive days of sick and safe leave for any purpose must name their reason for leave so that CPD can comply and be consistent with its record keeping and other requirements that may be applicable under federal, state, or local regulations and laws.

Section E. Medical Leave for Serious Health Condition

- 1. CPD may grant full-time employees up to eighty (80) hours of supplemental, paid sick leave, 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.
- 2. Where paid medical leave benefits are available to a CPD employee under a mandatory public benefits system (such as benefits programs available in New York, the District of Columbia, and California or under a workers compensation insurance program), paid medical leave under this section shall be coordinated with and shall run concurrently with such public leave benefits. The employee shall seek and use compensation available through that system, and medical leave benefits under this section shall be available only to make up the difference, if any, between the public benefits and the employee's salary. In addition, employees shall seek and use compensation available to them through any private short or long-term disability insurance program provided by CPD, and such benefits shall be coordinated with paid medical leave benefits available under this

section.

3. Supplemental sick days must be approved by the employee's supervisor and by People and Culture and requires written verification from the employee's physician or the employee's family member's physician.

Section F. Personal/Spiritual/Wellness Leave

- 1. Effective May 1, 2023, all full-time employees will receive an additional eight (8) hours of personal/spiritual/wellness leave, for a total of forty-eight (48) hours for the year.
- 2. Effective January 1, 2024, full-time employees are provided twenty (20) hours of personal/spiritual/wellness leave on the first day of employment or on January 1 each year they are employed, and accrue at a rate of 2.55 hours each month thereafter. Full-time employees cannot accrue more than forty-eight (48) hours of unused personal time.
- 3. Personal leave cannot be carried over from year to year. Unused personal leave may not be cashed in for salary.
- 4. Employees must provide their supervisor with as much advance notice as possible if they intend to use personal leave, unless an emergency prevents them from doing so. Failure to do so by the morning of the day that personal leave is taken may be cause for disciplinary action.

Section G. Parental and Family Care Leave

- 1. Parental leave is available to bond after the birth of an employee's child or the placement of a child with the employee for adoption or foster care; Family care-leave is available to care for a close family member if such a person has a serious health condition (serious health condition as defined by the Federal FMLA). For the purposes of this leave, family includes parents, children, spouse, domestic partner, or a close personal relationship where the individual resides with the employee.
- 2. A full-time employee may take up to twelve (12) weeks for parental and family care purposes during a rolling twelve- (12) month period looking backward from the date an employee uses this leave. An employee who takes such leave extends a good faith commitment to the organization that they will come back to their position after the leave is over. Some, or all, of this leave may be paid depending on what has been accrued:
 - a. Beginning on the first day of employment, a full-time employee accrues 26.67 hours of paid leave per month that may be used for parental or family care purposes. Accrual caps at 160 hours (4 weeks).

- b. After six (6) months of employment, a full-time employee accrues 26.67 hours of paid leave per month that may be used for parental-leave. Accrual caps at 320 hours (8 weeks). These days may only be used for parental leave and may be used in addition to the time granted in Section G (2)(a) for a total of 480 hours (12 weeks) for parental leave.
- c. Paid Family Leave After an employee has exhausted 4 weeks of accrued Family Care Leave, they may receive 8 additional weeks based upon the eligibility and amount of the NY State Program. (2/3s pay up to \$1,131.08 a week.)
- 3. Any parental leave must be taken within twenty-four (24) months after the date of birth or child placement but a full-time employee can take no more than twelve (12) paid weeks in a twenty-four (24) month rolling period looking backward from the date an employee uses parental leave. Family care leave may be taken as long as the conditions for family care leave exist, but a full-time employee can take no more than twelve (12) weeks family care leave, with a maximum of four (4) weeks paid, in a twelve (12) month rolling period looking backward from the date the employee uses family care leave. CPD may request that the employee provide documentation from a health provider of the family member with a serious health condition. Failure to provide medical documentation in a timely manner upon request may result in a denial of leave until such certification is provided. Unused leave provided in this section cannot be cashed out under any circumstances.
- 4. In addition to the leave provided in this section, employees may also use other accrued paid leave for parental or family care purposes, including vacation and personal leave. Sick and safe and medical leave for serious health condition leave may also be used if appropriate and the conditions for those leave policies are met.
- 5. Where paid parental or family care leave or other similar paid leave benefits are available to an employee under a mandatory public benefits system (such as New York or District of Columbia Paid Family Leave program), paid leave under this Section G shall be coordinated with and shall run concurrently with such public leave benefits. An employee covered by a public family leave benefits program must file a claim with the relevant governmental agency, and CPD will only make up the difference, if any, between the public benefits and the employee's full salary for the extent of leave available to the employee under this section.

Section H. Employee Sabbatical

After eight (8) years of full-time paid employment at CPD or at the Leadership Center for the Common Good and every five (5) years after, employees have the opportunity to request, with 90 days notice, a paid sabbatical of up to three (3) months, contingent upon the approval of their supervisor, People and Culture, and the Co-Executive Directors. If an employee wishes to make use of this policy, they should make a proposal for an activity that will refresh and renew

them, while bringing something back to the organization. If the employee leaves within a year of their sabbatical, they are obligated to repay the sabbatical, a requirement which, in exceptional circumstances, CPD may, in its discretion, waive.

Section I. Condolence Leave

Full-time employees are entitled to 40 paid hours 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 16 hours with approval from HR.

Section J. 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 K. Unpaid Leave

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

Article 19. Summer Hours, Fridays Off, and Take a Breath Week

This is a pilot program for the May 1, 2023 - December 31, 2026 Contract.

- 1. CPD shall provide some Fridays off and a Take a Breath Week as follows:
 - a. 2023
 - i. July 28, August 4, August 11, August 18, and August 25
 - ii. Take a Breath Week: August 28 through September 1

- iii. A second week off in December contiguous to the Christmas to New Years week.
- b. 2024
 - i. July 5, July 12, July 19, July 26, August 2, August 9, August 16, and August 23
 - ii. Take a Breath Week: August 26 through August 30
- c. 2025
 - i. July 3, July 11, July 18, July 25, August 1, August 8, August 15, August 22
 - ii. Take a Breath Week: August 25 through August 29
- d. 2026
 - i. July 31, August 7, August 14, August 21, August 28
 - ii. Take a Breath Week: August 31 through September 4
 - iii. A second week off in December contiguous to the Christmas to New Years week off.

Article 20. Benefits

Section A. Medical Insurance

- 1. Beginning on the first day of employment, CPD will provide individual health insurance coverage for all employees who work a minimum of forty (40) hours per week, on a year-round basis, and pay one hundred percent (100%) of the premium of such coverage for such employees, and a proportional share for employees who work less than full time but at least thirty (30) hours hours per week. Employees who work a minimum of forty (40) hours per week have the option of extending group coverage to their dependents, with CPD to pay seventy percent (70%) of the additional cost of coverage for spouses/domestic partners, family, or children; however, no coverage, 6.5% of pay for family coverage.
- 2. The employee may choose to opt out of the group health insurance plan as long as this does not jeopardize CPD's ability to maintain its group policy and the employee is able to provide proof of other eligible coverage. Upon doing so, the employee will be eligible to receive an opt-out payment per month added directly to their paycheck and taxed as income. To be eligible for opt-out, the employee must be a dependent on another plan. The payment amount will be determined by CPD and the Guild prior to each open enrollment period and stay fixed until the next open enrollment period. Employees may choose to opt out at their time of hire, after a qualifying event, and during CPD's open enrollment period. The opt-out payment will cease if the employee elects group coverage

after initially opting out. Employees who work less than full time but at least thirty (30) hours will receive a proportional amount of the standard opt-out payment.

Section B. Dental & Vision Insurance

Beginning on the first day of employment, CPD will pay one hundred percent (100%) of the premiums of dental and vision coverage to all employees who work a minimum of forty (40) hours per week and their spouses/domestic partners and dependents, and one hundred percent (100%) of the premiums of dental and vision coverage for all employees who work thirty (30) hours a week or more. Employees who work fewer than thirty (30) hours per week on a regular basis are not eligible for this coverage. Eligible employees may not opt out of this benefit.

Section C. Life and Accidental Death & Dismemberment Insurance

Beginning on the first day of employment, CPD will pay one hundred percent (100%) of the premiums of Life and Accidental Death and Dismemberment (AD&D) insurance coverage to all employees who work a minimum of thirty (30) hours per week. The value of the AD&D plan is \$50,000. The value of the Life Insurance plan is \$100,000. Employees who work fewer than thirty (30) hours per week on a regular basis are not eligible for this coverage. Coverage for employees at thirty (30) hours and above but less than forty (40) hours begins October 1, 2023. Eligible employees may not opt out of this benefit.

Section D. Short Term Disability

CPD provides a short-term disability plan for all employees who work a minimum of thirty (30) hours per week, providing certain benefits in the event of qualifying circumstances defined in the plan, such as eligible employees who become disabled and are unable to work for more than seven (7) consecutive days receive sixty percent (60%) of their salary to a maximum of \$1,500 per week for up to twelve (12) weeks. Any and all aspects of this benefit are controlled exclusively by the terms of the disability insurance plan, and in the event of any discrepancy between the foregoing summary and the Certificate of Coverage, the actual Certificate of Coverage will govern. Coverage for employees at thirty (30) hours and above but less than forty (40) hours begins October 1, 2023.

Section E. Long Term Disability Insurance

CPD provides a long-term disability plan for all employees who work a minimum of thirty (30) hours per week, providing certain benefits in the event of qualifying circumstances defined in the plan. Eligible employees who become disabled and are unable to work may, if their application is approved by the insurer, receive a benefit in the amount of sixty percent (60%) of their salary starting once an employee has been sick for more than ninety (90) consecutive days. Any and all aspects of this benefit are controlled exclusively by the terms of the disability insurance plan, including maximum duration of plan, and in the event of any discrepancy between the foregoing summary and the Certificate of Coverage, the actual Certificate of

Coverage will govern. Coverage for employees at thirty (30) hours and above but less than forty (40) hours begins October 1, 2023.

Section F. Retirement Plan

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

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

Section G. Flexible Spending Programs

CPD will provide Health Care and Dependent Care Flexible Spending Accounts (FSA), on the first (1st) day of the month ninety (90) days after the date of hire, to all employees who work a minimum of twenty (20) hours per week on a year-round basis and who are scheduled to work longer than a three (3) month period. CPD contributes up to \$500 per year for health-related expenses to the Health Care FSA. Beginning October 1, 2023, CPD contributes up to \$750 annually toward a dependent care FSA consistent with the regulations and eligibility that govern FSA and the FSA plan administration, beginning the plan year that starts after the ratification date of this contract in which such contribution is possible. Employees working less than 40 hours and at least 20 hours will receive proportional FSA amounts from CPD.

Section H. Pre-Tax Transportation Program

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

Section I. Gender Affirming HRA, Other Health Supports

1. Beginning on the first day of employment, CPD will provide Health Reimbursement Accounts (HRA) for gender affirming care to all employees who are enrolled in CPD's medical insurance plan. The HRA is also available to dependents who are enrolled on the medical plan, including spouse, domestic partner, and children. Any unused balance at the end of each year will be forfeited.

- 2. Beginning October 1, 2023, the HRA can be used to reimburse up to \$3,000 per employee annually of Pre-Authorized Medically Necessary out-of-pocket health care expenses, as defined by CPD's insurance provider's policy. Eligible expenses include deductibles, coinsurance, copays, etc. When applicable, the HRA will pay before the Medical Flexible Spending Account.
- 3. Employees will be given direct access to a Health Advocate to help them and any eligible dependents handle healthcare and insurance-related issues. This benefit is available to all CPD employees and their dependents who participate in CPD's health insurance plan.
- 4. Insurance will reimburse lodging costs (lodging up to \$50/night for individuals and \$100/night for individuals + companions) and travel costs where employees or dependents enrolled in CPD health insurance have to travel more than 60 miles from their home to access in-network gender affirmation services. This expanded travel coverage is also available for abortion services, behavioral health in-patient services, and all other medical services, with a lifetime cap of \$10,000.

Section J. Lifestyle Spending Account

Beginning on the first day of employment, all CPD employees working a minimum of 20 hours/week are eligible for a CPD-funded Lifestyle Spending Account (LSA). This fund is not available for dependents. Employees do not need to be enrolled in CPD's medical plan to access the LSA. Beginning October 1, 2023, CPD will fund the account in quarterly installments of \$187.50, up to \$750 annually. Employees working less than 40 hours and at least 20 hours will receive proportional LSA amounts from CPD. The LSA can be used to reimburse up to \$750 annually for expenses related to employees' physical, financial and emotional wellbeing. This is taxable income. Any unused balance at the end of the run-out period will be forfeited.

Section K. Emergency Assistance Fund

CPD shall fund an Emergency Assistance Fund (EAF) to be administered by the CPD/A Staff Unit / Washington-Baltimore News Guild. The Guild shall set up the mechanism for this fund and shall provide CPD with relevant documentation for the fund's administration.

CPD shall contribute \$100 per unit staff member in 2023 based on the June 1, 2023 census. CPD shall contribute \$350 per unit staff member in 2024 based on the June 1, 2024 census, and \$350 per unit staff member in 2025 and 2026, respectively, based on the censuses taken on June 1st of each of those years.

The Fund will be effective upon receipt of the above-mentioned documentation.

Article 21. Access to Personnel Files

Section A. Maintenance of Files

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

Section B. Confidentiality of Files

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

Section C. Guild Access to Files

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

Section D. Employee Access to Files

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

Article 22. Layoffs & Severance

Section A. Layoffs

- 1. Layoffs are non-disciplinary terminations due to lack of funds, lack of work, or other organizational needs. CPD retains discretion to change job descriptions with the relevant employee's input, or to end or redesign programs or projects, and such changes made through employee attrition or by offering an employee a similar or related role or role in a similar or related project for which they are qualified are not considered layoffs.
- 2. CPD shall notify the Guild and the affected employee at least forty-five (45) days in advance of any reduction in force that would involve an employee layoff. CPD shall provide the affected employee(s) with job descriptions of all vacant positions not impacted by the layoff.
- 3. CPD shall provide the Guild with background information about the need for a reduction in force and the employee(s) under consideration for layoff. Overall relevant context could include, for example, changes in funding levels and type of funding (e.g., general operating or project-based), changes in the fundraising landscape for continued work on an issue, etc.
- 4. Further, CPD shall provide the Guild with information as to the particular criteria that are most relevant for determination of which employees will face layoff and which may be retained. For example, criteria that may be deemed relevant in the context of a reduction in force involving layoff could include an employee's skills, expertise, performance, experience, and/or geographic location (if relevant to continued work in the unit).
- 5. During the period prior to a layoff, CPD and the Guild will meet to discuss the rationale for the reduction in force, the relevant criteria for making a final determination as to which employees will in fact be laid off, and possible alternatives to layoff. CPD and the Guild affirm their commitment to open-minded consideration of reasonable ways to avoid layoffs or reduce their scope or duration. Fifteen (15) days after the initial notice, CPD shall update the Guild concerning any changes to the list of employee(s) facing layoff and notify those employees in writing.
- 6. At the end of the forty-five (45) day period, should CPD deem it appropriate to proceed with a reduction in force, it shall be within CPD's discretion to make a determination of which employees to lay off of those who received notice, based on the relevant criteria. CPD will provide the Guild updates on the rationale for the layoff or an explanation to the Guild as to why efforts to avoid a layoff were not successful or why the layoff is not avoided. Where two (2) or more employees are under consideration for layoff and are

deemed to be substantially equal in the relevant respects, seniority shall be given primary consideration. A laid off employee shall have recall rights, in order of seniority, to a job for which CPD reasonably deems they are qualified, based on the relevant criteria determined by CPD, for up to one (1) year from date of layoff.

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

Section B. Severance

Employees who are terminated from CPD as the result of being laid off who have worked for more than six (6) consecutive months shall receive two (2) weeks salary for every one (1) year of employment, with the amount of partial years of service prorated, and the total amount capped at \$14,000. For those employees who have worked more than six (6) consecutive months but less than one (1) year as of termination, who elect and receive COBRA continuation coverage under CPD's plan, CPD will pay COBRA premiums for one (1) month subject to rules and regulations governing COBRA administration. For those employees with more than one (1) consecutive year of service as of termination, who elect and receive COBRA continuation coverage under CPD's plan, CPD will pay COBRA premiums for three (3) months subject to rules and regulations governing COBRA administration. CPD will pay 100% of the premium for the corresponding plan for the months listed above, including any portion for dependent coverage previously paid by the employee.

Article 23. Job Security, Discipline & Discharge

Section A. Non-Disciplinary Coaching

- 1. It is CPD's hope that problems of performance, conduct, or behavior can be addressed without formal discipline. Supervisors are expected to provide feedback to employees during standing supervision meetings and may provide additional feedback, guidance, and coaching through separate conversations and written materials, including performance improvement plans, as needed.
- 2. The supervisor may decide to call a course correction meeting to provide more formalized feedback. The course correction meeting is not disciplinary. It is a more

formalized discussion between the supervisor and employee (which may be conducted in person, telephonically, or through other electronic conferencing). The supervisor will provide the employee advanced notice, in writing, that they would like to schedule a course correction meeting. The course correction meeting is designed to identify problems and discuss solutions. Specifically, the supervisor and employee will:

- a. discuss the issue(s) being identified by management,
- b. identify training or professional development, if needed, and discuss what the employee must do to improve, and develop a performance improvement plan, if appropriate.
- 3. The employee can bring a Guild representative to the meeting.
- 4. Following the meeting, management will prepare a written summary, which will include clarification of expectations. This may include, depending on the situation, a performance improvement plan and other comments regarding correction and/or support which the employee will have an opportunity to review and respond to. A performance improvement plan provided during a course correction meeting is not a disciplinary action.

Section B. Discipline

- 1. Where Non-Disciplinary coaching is insufficient to address problems of performance, conduct or behavior, or where there is intentional misconduct, discipline shall be issued to non-probationary employees only for just and sufficient cause. Discipline shall be applied progressively by CPD except in the case of gross misconduct, and shall be applied within fifteen (15) working days of the event(s), or the discovery by management of the event(s) giving rise to the discipline, or the completion of the investigation of the event. However, an investigation can take no longer than 10 additional calendar days. The Guild must be informed in writing of the need to extend.
- 2. The Guild shall be notified in writing, simultaneously with the employee, of any discipline or discharge. If no other discipline has been received, notices of discipline shall be removed from an employee's personnel record twelve (12) months after the issuance except where the discipline includes any charge of discrimination, violence at the workplace, any matter that could be considered criminal in nature, gross misconduct, or neglect. Where the charge is gross misconduct or neglect, the decision to maintain the discipline in the record after 12 months is subject to an arbitrator's decision on an overall appeal of the discipline if there is one.

Section C. Issuance, Effectuation and Appeal of Disciplinary Actions

Notice of discipline shall be in writing and shall include a summary of the reason for the discipline and the penalty. Discipline may be appealed by non-probationary employees by filing a timely grievance.

Article 24. Initial Offers, Annual Raises, and Wage Scale

Section A. Initial Offer

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

Section B. Categories

- 1. Categories are defined as follows:
 - a. Category 1:
 - i. Years of relevant work experience: Assumed starting point for employees with less than five (5) years relevant work experience, unless CPD determines that demonstrated work performance and requirements of the role justify placement at Category 2.
 - ii. Definition:
 - 1. Most work responsibilities are designed/delegated by others.
 - 2. Generally operationalizes processes or strategies decided upon or reviewed and approved by their supervisor or other lead staff.
 - 3. Often will be developing some specialized or role specific skills in key procedures or activities.
 - b. Category 2:
 - i. Years of relevant work experience: Generally six plus (6+) years relevant work experience
 - ii. Definition:
 - 1. Portions of work responsibilities are designed and delegated by others; some are self-designed in line with team and organizational strategy.
 - 2. 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.
 - 3. Receives sign off from a supervisor or other staffer for work plans, budgetary decisions, and public-facing communications.
 - 4. Often required to exercise specialized or role specific skills in key procedures or activities.

- c. Category 3:
 - i. Years of relevant work experience: Generally ten (10) or more years relevant work experience
 - ii. Definition:
 - 1. Most work responsibilities are self-designed in line with team and organizational strategy.
 - 2. May independently design and or manage processes or strategies that will have lasting impact on people across the team, department, or network.
 - 3. 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.
 - 4. Often required to exercise a variety of specialized or role specific skills.
- d. Category 4:
 - i. Years of relevant work experience: Generally twelve (12) or more years relevant experience
 - ii. Definition:
 - 1. Envisions and develops work responsibilities. Responsible for independently designing aspects of the department and organizational strategy that have lasting impact on people across the team, department, or network.
 - 2. Aligns multiple and diverse stakeholders around complex, long term, dynamic projects or programs.
 - 3. Drives a work plan to raise funds to meet organizational goals, and/or has program budget oversight and fiduciary responsibilities.
 - 4. Exercises a broad variety of specialized high-level skills or knowledge. May be responsible for coaching others on developing specialized or role specific skills.
- 2. Consultant recommendations on Categories.
 - a. CPD will engage a consultant in accordance with Side Letter #2 and share the results of the report with the Guild. If the report recommends changes in individual employees' wages or categories, CPD will meet with the Guild and discuss how the recommended changes will be implemented.

Section C: Executive Pay

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

Section D: Placement of New Employees on Wage Scale

- 1. New employees shall receive 1 step on the wage scale for every year of paid and relevant experience over the years required for the job category.
- 2. New employees that are hired into a job that is posted as requiring or preferring a second language, and that includes a job description that includes the likelihood of the fluent use of a second language for translation, written presentation and written materials for more than 10 hours a week, shall receive a step on the wage scale.
- 3. New employees shall be credited with one step for each to a maximum of two steps for the following education and life experience:
 - a. A step on the wage scale for a relevant bachelor's degree.
 - b. A step on the wage scale for an advanced degree.
 - c. Up to two steps on the wage scale for employees' relevant life experience of four or more years in place of a college degree that specifically relates to CPD's mission. Examples of relevant life experience: four or more years working full time at a minimum wage job while not a dependent; four or more years living below the poverty-level for one's area (not including while a tuition-paid student); four or more years living in the United States as an undocumented adult.
- 4. New employees shall receive an explanation of their placement on the wage scale at the time of receiving a job offer and acceptance of the job shall include acceptance of the pay rate included in the offer.
- 5. New employees shall not be placed beyond the mid-step of the wage scale based upon the above items. If CPD finds that it cannot find qualified individuals who will accept a particular job at the midpoint of the wage scale and, therefore, need to hire at above the midpoint, CPD shall inform the Guild of the hire at above the midpoint, survey anyone who was hired by CPD in the 6 months previous in the same job and raise their wages the number of steps CPD had to pay the new employee above the midpoint.
- 6. The Guild shall receive notice of new hires to the bargaining unit within 30 days of hire and that notice shall include a copy of the Job Posting, Job Description, and the written explanation of placement on the wage scale.
- 7. Geography:
 - a. Employees hired and designated as Office after May 1, 2023 will be the only new hires receiving a \$7,000 geographic differential. The geography differential shall not be considered part of base wages, and across the board and step raises shall

be applied prior to the addition of the geography differential.

b. Any employee given a geographic differential prior to May 1, 2023 will not have their pay reduced and the Geography stipend shall be considered to be part of their base salary.

Section E: Category Ranges and Step Increases

- 1. Category Ranges with Steps are contained in Appendix D of the Contract and are inclusive of the Across the Board Wage increases outlined in Section F.
- 2. Effective May 1, 2023, employees shall be placed on the closest step above their current pay rate.
- 3. July 1 of each year beginning July 1, 2023, all employees with a year or more of service shall receive a step increase amounting to \$1,000. Step increases are shown in Appendix D of the Contract.

Section F: Wage Increases

- January 1, 2024 All Unit employees shall receive an Across the Board Wage increase of \$3,000. All Steps of Categories 1 through 4 shall be raised by the Across the Board increase.
- 2. January 1, 2025 All Unit employees shall receive an Across the Board Wage increase of \$3,500. All Steps of Categories 1 through 4 shall be raised by the Across the Board increase.
- 3. January 1, 2026 All Unit employees shall receive an Across the Board Wage increase of \$3,500. All Steps of Categories 1 through 4 shall be raised by the Across the Board increase.

Section G: Promotions

Employees promoted from one category to another shall receive an 8% raise and then be placed on the closest step above the promotional increase in the new category.

Section H. Vacancy / Bonus Pay

- 1. Employees will be compensated with bonus pay for the following circumstances:
 - a. If there is a vacancy to be filled of a supervisor for more than three (3) months and an employee is assigned at least 20% of the responsibilities of the vacant

supervisory position, the employee is eligible for a bonus of \$3,000. If the vacancy lasts for an additional three (3) months, six (6) months total, the employee will be eligible for an additional bonus of \$3,000.

b. If there is a non-supervisory vacancy to be filled lasting for at least three (3) months and that vacancy results in a greater volume of assigned work for an exempt employee on the same team leading to working hours beyond the standard work week, the employee is eligible for bonus pay of \$2,000 at the discretion of Management. If the vacancy lasts for an additional three (3) months, the employee will be eligible for an additional bonus of \$2,000.

Article 25. Change in Work Assignments, Request for Category Promotion, and Out of Title Work

- 1. Effective the January following the consultant report on job descriptions and categories in Side Letter #2, and once a year thereafter, employees may request that their positions be reclassified to a higher category based upon significant changes in their work. This request should be made only when the employee can demonstrate that:
 - a. The employee has been assigned significant changes in their duties that increase the level of skill, responsibility, and experience needed for the job, or that the duties of the position are significantly different from the job description; and
 - b. That the level of skill, responsibility, and experience is comparable to that required of other job titles in the requested new grade.
- 2. Employees shall submit their category change request in writing through the Guild to People and Culture with a copy to the employee's supervisor. People and Culture shall conduct an investigation of the request, which may include a request for further information from the employee and their supervisor and or Director regarding what responsibilities or duties have been assigned and the percentage of time that they take during a week, and for how long they have been assigned.
- 3. Based upon the findings of P&C, a recommendation shall be made to the Team Director and to the Executive Director as to whether or not the employee is engaged in work that is outside of their job title or category. If it is, CPD will decide whether or not to remove the work outside of the title or job category, or compensate the employee for the percentage of out of title work, or reclassify the title to another category. If it is not, there shall be no adjustment in pay or category.

- 4. The decision to remove work that is not in title, or to deny a reclassification to another category, or deny a wage increase is not grievable, however, an employee can grieve a finding that the work assigned is not out of title. If their grievance is successful, they will be paid retroactively to the date of the grievance for the portion of the work that was found to belong in a higher category until the work is removed.
- 5. People and Culture shall submit the request for consideration and decision by the Co-Executive Directors and provide the employee and the Guild with a written response within thirty (30) calendar days.
- 6. Denials of requests for a category change must be provided in writing with an explanation.

Article 26. Pay Equity and Annual Equity Audit

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

Section A. Hiring

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

Section B. Annual Equity Audit

CPD will conduct an Equity Audit in accordance with Side Letter #1.

Article 27. Non-Discrimination and Equal Employment

Section A. Non-Discrimination and Equal Employment

1. Both CPD and the Guild are committed to building a workplace free from unlawful discrimination or harassment. In keeping with their respective policies, neither CPD nor the Guild 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 Guild.

- 2. CPD and the Guild will not tolerate discrimination. CPD and the Guild recognize that discrimination can include harassment, microagressions, habitual misgendering, abuse of authority or bullying of employees.
- 3. CPD is committed to providing equal opportunity in all aspects of employment and administer all personnel policies and procedures in an equal, non-discriminatory manner, and to complying with all relevant and applicable federal, state or local laws prohibiting discrimination or requiring equal opportunity. Further, as embodied in Article 26, 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 B. Complaints and Legal Action

- 1. CPD maintains a legally-compliant policy prohibiting discrimination and/or sexual harassment and providing for internal complaints, contained in its Employee Manual and applicable to all employees at the organization, including members of the bargaining unit.
- 2. 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.
- 3. CPD prohibits any kind of retaliatory act against an individual who has complained or filed a grievance about discrimination or harassment or who provided information as a witness in the investigation of such a complaint, or who otherwise engaged in any other legally protected conduct. Retaliatory acts include any materially adverse action taken because an individual has in good faith made a complaint or filed a grievance under this policy, assisted another in making such a complaint, participated in an investigation of a complaint, or engaged in other protected activity, if such action would be likely to dissuade a reasonable employee from stepping forward or speaking up.

Article 28. Respect and Dignity

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

to treat all employees, both unit and non-unit, with respect and dignity.

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

Article 29. Joint Labor Management Committee and Staff Engagement

Section A. Labor Management Committee

- 1. The parties will establish a joint Labor-Management Committee, comprised of three (3) Guild-appointed members and three (3) management-appointed members. Members of the LMC and any ad hoc working groups will be chosen with a commitment to maintaining diverse representation and avoiding disproportionate burden of responsibility on internal teams or departments.
- 2. The LMC shall meet at least quarterly and, in its discretion, more frequently. The LMC will seek to identify and resolve issues of mutual concern to CPD and the Guild. The LMC further will support and facilitate the attainment of CPD's goals, and enable employees to be more effective in accomplishing CPD's mission. The committee may take up non-grievance issues that affect the relations of an employee and CPD. Decisions and recommendations of the LMC shall be by consensus.

Section B. Labor Management Committee Working Groups

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

Section C. Staff Engagement

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

- 2. The SEC will be comprised of three (3) unit members, one (1) confidential employee who is not on the Senior Leadership Team (SLT), two (2) managers who are not on the Senior Leadership Team, and three (3) members of the Senior Leadership Team. Unit members will be appointed by the Guild or a process determined by the Guild. Non-unit members will be appointed by management or in a process determined by management. Other staff may join the SEC if agreed by the SEC.
- 3. This committee will annually develop its areas of focus for the year such as planning and facilitating staff retreats, all-staff calls, and other all-staff gatherings; or designing processes to solicit input from staff, share information with staff, and engage staff on aspects of organizational structure, budget, strategy, and organizational-wide processes and systems. Executive Directors remain final decision-makers in accordance with their Board-granted authority.

Section D. Twice Annual All-Staff Meetings

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

Section E. Labor Management Committee Access to Information

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

Article 30. Consultants

- 1. Effective May 1, 2023, the Guild will be informed of any consulting agreement with an individual or organization 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 three (3) consecutive months, where the work is regularly expected to average more than twenty (20) hours per week.
- 2. If a consultant under Section 1 performs work for more than six (6) consecutive months, CPD will evaluate whether the work can be transferred back to a unit position, and if not, will share the rationale with the Guild.
- 3. CPD shall give preference to unionized, and minority- and women-owned vendors and contracts 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 31. Outside Employment, Appearances, Bylines

- 1. CPD recognizes that employees often pursue opportunities for engagement outside their formal work at the organization. Both CPD and the Guild recognize the desire to support employees in pursuing such opportunities and development, while recognizing that such outside engagements may present challenges or potential conflicts with their existing CPD work.
- 2. Where an employee wishes to pursue outside engagements that relate to CPD's mission or work (paid employment, board membership, publishing, journalism, blogging or other public writing under the employee's name, or other publicly-visible forms of engagement), the employee will seek approval of outside engagements from their supervisor prior to undertaking them. Any denial by a supervisor of outside engagements must be submitted in writing to the employee and People and Culture and added to the employee's personnel files. CPD will strive to support employee's desired activities to the extent that they do not present a conflict with CPD's work or the employee's work or work hours for CPD. CPD and the Guild recognize that outside paid employment or outside engagements that involve solicitation of funding may not be reconcilable to the employee's paid position with CPD, despite best efforts. Decisions to permit an outside engagement may be revisited, revised, or rescinded at any time on notice to the employee and the Guild if the activity presents a conflict. The employee may be given the opportunity to remedy the conflict before CPD rescinds permission to do the desired activity. This Article is not subject to the grievance or arbitration procedures laid out in Article 6.

Article 32. No Strike, No Lockout

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

Article 33. 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 34. Successorship, Neutrality, and Voluntary Recognition

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.

Section A. Transfer

In the event CPD is to be transferred or assigned, CPD will notify the Guild at least ninety (90) calendar days prior to the close of such proposed transaction and, during such ninety (90) calendar day period, will meet with the Guild upon request to engage in bargaining regarding the impact of the transaction on bargaining unit members.

Section B. Notice

CPD will give notice to the transferee of the existence of, and operations covered by, this Agreement.

Section C: Support for the Right to Organize

- 1. CPD supports the right of all eligible workers to organize. In keeping with that commitment, CPD recognized the Guild in accordance with Article 1 Recognition.
- 2. In the event of an Organizing Drive at any CPD affiliated organization, including any Fiscal Sponsorship Organization, CPD will make clear that it is the position of CPD that affiliated organizations should remain neutral concerning organizing, and will recommend that the organization engage in a card-check recognition of the unit in question. Further, it is CPD's position that funds supplied by or through CPD for program expenses may not be used for union avoidance. CPD will include language to this effect on all applicable subgrant agreements.
- 3. In addition, as per Article 30, CPD will 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 35. Duration

- 1. This Agreement will take effect as of May 1, 2023 and will remain in effect until 11:59 pm ET on December 31, 2026.
- 2. Agreed to this 1st day of May, 2023.

For the Guild:

liliana Baiman

Liliana Baiman

Nap

Mathias Burner

Maria Castro

Maria Castro

Joelle Chase

Joelle Chase

& Dags

Francisco Diez

Sheryl-Amber Edmondson

Sheryl-Amber Edmondson

karen Escobedo

Karen Escobedo

Renato Mendoza

Renato Mendoza

For the Center for Popular Democracy:

Alisha Brooks

Alisha Brooks

Anusuya Chatterjee

Anusuya Chatterjee

Ben

DaMareo Cooper

Junifir Frudman Jennifer Freedman

Elyse Johnson

Elyse Johnson

Analilia Mejia

Rabia Syed

Rabia Syed

Side Letter #1 - Pay Equity Audit

CPD and the Guild will negotiate a revised compensation schedule effective May 1, 2023, that will eliminate some managerial discretion and will provide for more consistency and equity.

CPD will contract for an equity audit and compensation review of the first two years of the successor agreement and share the results of that review with the Guild prior to the start of negotiations on the successor agreement.

LMC will work with the consultant to provide input and information to the consultant for inclusion in their report.

CPD is reviewing a plan for a change in its compensation plan for non-unit employees and for an equity audit overall. This is included in this side letter for informational purposes only. Decisions regarding non-unit pay have not been completed and are not subject to the collective bargaining agreement.

Side Letter #2 - Category and Job Description Consultant and Equity Audit

Between May, 2023 and November, 2023, CPD will employ a consultant to assist CPD in rewriting Job Descriptions, making recommendations on titles, and better defining categories and aligning job titles with categories and step placements, so that categories and job descriptions are understandable, promote equity, and can be consistently applied. LMC will provide information and recommendations to the consultant.

The result of this review shall not result in the lowering of any employees wages or category.

CPD will also undertake an Equity audit per a separate side letter. This is included in this side letter for informational purposes only.

Side Letter #3 - CPD Contractors

- 1. Review of use of Contractors
 - a. Consistent with Articles 3 and 30, CPD will review the use of all of its Contractors to determine whether or not any are engaged in work that is currently or has previously been done by unit members for more than 3 months and for more than 20 hours a week.
 - b. CPD will make an assessment as to whether or not to convert Contracted work to staff work and where CPD determines that it will not do that, it will provide an explanation as to why the organization needs to continue to use a contractor.

- c. CPD will also provide the Guild with the list of all Contractors engaged in programmatic work for more than 3 months but who do not fit the definition in paragraph A, and why they do not belong in paragraph A, as long as they are not conducting work that is of a legal, labor-relations, confidential, or personnel-related nature.
- d. CPD will share the information under sections B and C with LMC by the end of June 2023 for all corresponding information for 2022, and annually thereafter.
- 2. Review of the Use of Basebuilder, LLC
 - a. At the request of the Guild, CPD is undergoing a review of its contract with Basebuilder, LLC to confirm:
 - i. Basebuilder LLC canvassers are employees of Basebuilder LLC and not CPD and therefore cannot be placed in the bargaining unit;
 - ii. CPD is not acting as a Joint Employer under its Basebuilder LLC Contract.
 - iii. CPD will also determine whether or not it is in the interest of CPD to not contract for canvassers and to hire its own canvassers. In conducting that review CPD will consider cost, supervision, turnover, as well as impact on Basebuilder LLC and affiliates that use Basebuilder LLC. As part of assessing Basebuilder LLC's impact, CPD will consult with unit staff who have worked closely with Basebuilder canvassers.
 - iv. If a Basebuilder canvasser applies for a position at CPD and their application is flagged by a current CPD staff member to the hiring manager, CPD will seek information about the candidate from the person who flagged the application.
 - b. CPD will share this information with the LMC by the end of June 2023.

Appendices

Appendix A: Hosted Projects

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

Appendix B: CPD Supervision Agenda Template

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

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

Date:

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

Topline Goals for Year	Current Results
Description of Goal # 1	
Description of Goal # 2	

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

Professional	Development	Current
Goals		Results

Description of Goal # 1	
Description of Goal # 2	

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

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

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

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

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

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

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

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

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

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

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

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

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

• Fill in during the meeting based on discussions

Appendix C: Professional Development Meeting Agenda Template and Sample Plans

- 1. Opening: Review agenda and goal of meeting
- 2. Supervisor Share

a. Name supervisee strengths that particularly apply in this role, with this team, doing this work, at this organization, etc.

b. Name growth areas this year that are technical competencies or contextual skills (based on information shared previously, this is not primarily a feedback session)

c. Direction for the work or role, or opportunities as the supervisor understands it now and based on what is on the horizon, including sharing career opportunities, when available and known, within the organization and the competencies relevant for more senior jobs in the department or team.

3. Employee Share

a. Perspective on strengths and growth priorities for their existing work, team, work, etc.

b. Employee shares broader goals, answering, for example:

i. What are your long term goals? Have you thought about them? What do you want to be doing in 3 years? 5 years? 10 years?

ii. What work are you doing here that you feel is most in line with your long term goals?

iii. Is there any work in the organization you'd like to learn more about?

4. Brainstorm Together

a. To reach those goals, what skills/experience are needed? Which ones are the employee already developing in existing work? Which ones need more attention?

b. What work at CPD provides opportunities for those skills and experiences?

c. Are there specific trainings that would be most helpful this year?

5. Identify Next Steps

a. Draft a plan together in the meeting or determine the next steps so a plan can be drafted. The plan should include:

- i. goals for the year
- ii. mid-year progress expected or timing for key milestones

b. Identify any follow up conversations, additional information needed, or other next steps.

Professional Goals		Skills achiev	needed e each goa	Activities develop skills	When those activities will be undertaken or completed
Description	of				
Goal # 1					
Description	of				
Goal # 2					
Description	of				
Goal # 3					

Or like this:

1. Goal 1: If I got better at this skill, I would be better at my job:

- a. How will I get better?
- b. How can I measure my growth at the end of the year?
- c. Where will I be by the middle of the year on this?

- 2. Goal 2. If I learned this, my job would be easier:
 - a. How will I learn this?
 - b. By when will I do which of those things that will help me learn this?
 - c. Where will I be by the middle of the year on this?

3. Goal 3: If I had experience at this, it would increase the likelihood that I move closer to my long term goals:

- a. How will I get that experience (in part or in full)?
- b. By when will I have started that experience?
- c. Where will I be by the middle of the year on this?

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

Appendix D: Wage Step System

	2023 CATEGORIES & STEPS					
2023	Category 1	Category 2	Category 3	Category 4		
Step o	55,000	65,000	75,000	90,000		
Step 1	56,000	66,000	76,000	91,000		
Step 2	57,000	67,000	77,000	92,000		
Step 3	58,000	68,000	78,000	93,000		
Step 4	59,000	69,000	79,000	94,000		
Step 5	60,000	70,000	80,000	95,000		
Step 6	61,000	71,000	81,000	96,000		
Step 7	62,000	72,000	82,000	97,000		
Step 8	63,000	73,000	83,000	98,000		
Step 9	64,000	74,000	84,000	99,000		
Step 10	65,000	75,000	85,000	100,000		
Step 11	66,000	76,000	86,000	101,000		
Step 12	67,000	77,000	87,000	102,000		
Step 13	68,000	78,000	88,000	103,000		
Step 14	69,000	79,000	89,000	104,000		

Step 15	70,000	80,000	90,000	105,000
Step 16	71,000	81,000	91,000	106,000
Step 17	72,000	82,000	92,000	107,000
Step 18	73,000	83,000	93,000	108,000
Step 19	74,000	84,000	94,000	109,000
Step 20	75,000	85,000	95,000	110,000

	2024 CATEGORIES & STEPS					
2024	Category 1	Category 2	Category 3	Category 4		
Step o	58,000	68,000	78,000	93,000		
Step 1	59,000	69,000	79,000	94,000		
Step 2	60,000	70,000	80,000	95,000		
Step 3	61,000	71,000	81,000	96,000		
Step 4	62,000	72,000	82,000	97,000		
Step 5	63,000	73,000	83,000	98,000		
Step 6	64,000	74,000	84,000	99,000		
Step 7	65,000	75,000	85,000	100,000		
Step 8	66,000	76,000	86,000	101,000		
Step 9	67,000	77,000	87,000	102,000		
Step 10	68,000	78,000	88,000	103,000		
Step 11	69,000	79,000	89,000	104,000		
Step 12	70,000	80,000	90,000	105,000		
Step 13	71,000	81,000	91,000	106,000		
Step 14	72,000	82,000	92,000	107,000		
Step 15	73,000	83,000	93,000	108,000		
Step 16	74,000	84,000	94,000	109,000		
Step 17	75,000	85,000	95,000	110,000		
Step 18	76,000	86,000	96,000	111,000		
Step 19	77,000	87,000	97,000	112,000		
Step 20	78,000	88,000	98,000	113,000		

	2025 CATEGORIES & STEPS					
2025	Category 1	Category 2	Category 3	Category 4		
Step o	61,500	71,500	81,500	96,500		
Step 1	62,500	72,500	82,500	97,500		
Step 2	63,500	73,500	83,500	98,500		
Step 3	64,500	74,500	84,500	99,500		
Step 4	65,500	75,500	85,500	100,500		
Step 5	66,500	76,500	86,500	101,500		
Step 6	67,500	77,500	87,500	102,500		
Step 7	68,500	78,500	88,500	103,500		
Step 8	69,500	79,500	89,500	104,500		
Step 9	70,500	80,500	90,500	105,500		
Step 10	71,500	81,500	91,500	106,500		
Step 11	72,500	82,500	92,500	107,500		
Step 12	73,500	83,500	93,500	108,500		
Step 13	74,500	84,500	94,500	109,500		
Step 14	75,500	85,500	95,500	110,500		
Step 15	76,500	86,500	96,500	111,500		
Step 16	77,500	87,500	97,500	112,500		
Step 17	78,500	88,500	98,500	113,500		
Step 18	79,500	89,500	99,500	114,500		
Step 19	80,500	90,500	100,500	115,500		
Step 20	81,500	91,500	101,500	116,500		

	2026 CATEGORIES & STEPS					
2026	Category 1	Category 2	Category 3	Category 4		
Step o	65,000	75,000	85,000	100,000		
Step 1	66,000	76,000	86,000	101,000		
Step 2	67,000	77,000	87,000	102,000		
Step 3	68,000	78,000	88,000	103,000		
Step 4	69,000	79,000	89,000	104,000		

Step 5	70,000	80,000	90,000	105,000
Step 6	71,000	81,000	91,000	106,000
Step 7	72,000	82,000	92,000	107,000
Step 8	73,000	83,000	93,000	108,000
Step 9	74,000	84,000	94,000	109,000
Step 10	75,000	85,000	95,000	110,000
Step 11	76,000	86,000	96,000	111,000
Step 12	77,000	87,000	97,000	112,000
Step 13	78,000	88,000	98,000	113,000
Step 14	79,000	89,000	99,000	114,000
Step 15	80,000	90,000	100,000	115,000
Step 16	81,000	91,000	101,000	116,000
Step 17	82,000	92,000	102,000	117,000
Step 18	83,000	93,000	103,000	118,000
Step 19	84,000	94,000	104,000	119,000
Step 20	85,000	95,000	105,000	120,000