

COLLECTIVE BARGAINING AGREEMENT

Between

Common Cause

And

**The Washington-Baltimore Newspaper Guild,
CWA Local 32035**

July 1, 2024

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Preamble

This Agreement is made effective this 1st date of July, 2024 between Common Cause Education Fund (“Common Cause” or the “Employer” or the “Organization”), and the Washington-Baltimore News Guild, (“the Guild” or “Union”), 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 (Coverage).

Article 1: Coverage

Section 1. Recognition

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

Section 2. Bargaining Unit

The bargaining unit shall consist of: All full-time employees and employees working at least 80% of full-time, regardless of geographic location or worksite, excluding interns, temporary employees (employed for a period of no longer than six months), and supervisory, managerial and confidential employees as defined in the National Labor Relations Act (NLRA). If Common Cause creates a new position that the Guild believes should be in the bargaining unit, Common Cause will meet with the Guild concerning inclusion of the position in the unit.

Section 3. Employees

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

Section 4. Fellows & Limited-Term Employees

For purposes of this Agreement, “fellows” are employees who are hired for an anticipated term of employment and funded by time-limited funding sources that are directed by the funder to fund that individual (e.g., recent law graduates who obtain post-graduate legal fellowship funding).

For purposes of this Agreement, “limited-term employees” are employees hired by Common Cause on a limited-term basis for a specified duration between six (6) months and twelve (12) months.

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

Fellows and limited-term employees must receive notice prior to the end of their fellowship or term as to whether their employment will end at the expiration of their fellowship or other specified term, or Common Cause intends to retain them as an employee (for a renewed term in a substantially similar capacity, or in another

position that is not time-limited). While notice may be provided orally to the employee, notice in writing must be provided no later than four (4) weeks before the end of their anticipated term of employment. The Guild shall also receive written notice.

If the Employer determines that a position that has been limited-term is transitioned to a regular full-time position and that the employee has been performing the functions of the job at a satisfactory level, and reason for discharge does not otherwise meet the standards of just cause termination, that temporary employee shall be offered the full-time position that is not time-limited without posting that position pursuant to the provisions of Article 15 (Hiring, Transfers and Promotions).

If Common Cause offers to retain the fellow or limited-term employee in any bargaining unit position, the notice may a) offer renewed employment in the same or substantially similar limited-term position (but not more than three (3) times consecutively); (b) offer continued employment in the same or substantially similar position under the same terms except that their employment is no longer of a fixed duration according to the process specified above; or c) offer continued employment in a different bargaining unit 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 the new employment period and what considerations could impact Common Cause's ability to offer a position that is not of limited duration.

The Organization will not offer a fellow or limited-term employee the same, or a substantially similar, limited-term position more than three (3) times consecutively.

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

Section 5. Prospective Supervisors

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

Where an individual is newly hired by Common Cause as a non-managerial, non-confidential supervisor of unit employees but, upon their employment start date, there is a delay in their commencement of supervisory functions that is expected to exceed six (6) weeks, that individual will be temporarily in the bargaining unit during

that delay period if and while Common Cause has them regularly serving in the capacity of a bargaining unit position and not regularly performing any supervisory functions.

If a person in a supervisory role no longer performs supervisory functions and is not expected to resume such functions for more than six (6) weeks, the person and the Guild will be notified that the person is in the bargaining unit.

If a person in a supervisory role does not have a direct report for longer than six (6) weeks, the People, Equity, and Inclusion department (PEI) will notify the Guild of the status of their position and eligibility (or ineligibility) to join the unit. At any time, the Guild can request a meeting with PEI to review analysis relating to any person's eligibility to join the unit.

Nothing in this Article prevents the Union from seeking a meeting with Management or initiating the CBA's grievance process to question or dispute the classification and placement of a given Common Cause staff member as excluded from or included in the Bargaining Unit covered by this Agreement.

Section 6. Bargaining Unit Work

Common Cause will not create new non-Bargaining Unit positions in an effort to erode the Bargaining Unit, and will not use outside contractors or other non-Unit personnel to eliminate a Unit position or displace (i.e., cause the layoff or reduction in hours) a Unit employee.

Should the Organization create any future position(s) or otherwise acquire new employees (according to Article 24 (Successors and Assigns)) who are employed at least 80% of full-time, performing the kind of work normally performed within the Bargaining Unit, and the position(s) is not temporary, supervisory, managerial, or confidential, such position(s) shall be accreted into this bargaining unit, under the terms of this Agreement.

Section 7. Management Rights

The Parties recognize and acknowledge that the Employer reserves and retains all management rights and prerogatives not limited or modified by a specific provision of this Agreement.

Article 2. Union Security and Dues

Section 1. Union Members in Good Standing

It shall be a condition of employment that all employees of Common Cause in the bargaining unit referred to in Article 1 (Coverage) who are members of the Guild in good standing on the Effective Date of this Agreement shall remain members in good standing. All other employees in the bargaining unit shall, no later than the thirtieth (30th) day following their first date of work or the Effective Date of this Agreement, whichever is later, become and remain members in good standing in the Guild or pay agency fees equal in amount to membership dues.

The provisions of this Article (including any reference to Guild membership in good standing) shall be interpreted, implemented, and administered in accordance and consistent with applicable provisions of federal, state and District of Columbia law.

Section 2. Dues

Common Cause shall, in compliance with all applicable law and on the basis of employees' individually signed voluntary check-off authorization cards provided to Common Cause by the Guild, deduct from each signatory employee's pay the dues or fees equivalent to dues and assessments levied by the Guild for the current month for employees. Dues are currently based on 1.44% of base monthly salary and, if applicable, should also include all commission and bonus payouts but not overtime.

The Union may provide employees authorization forms for dues deductions at any time and may submit employees' signed dues authorization forms to the Employer at any time. With regard to employees who do not authorize payroll deduction to pay their Union dues and fees, it is the Union's responsibility to satisfy whatever individual notifications and other processes may be required by law before asking the Employer to enforce Section 1 of this Article against an employee who is delinquent in paying Union dues and fees.

All amounts deducted from employees' wages pursuant to employees' voluntary dues check-off authorizations will be sent to the Guild twice per month. Deductions will begin with the next full pay period following Common Cause's receipt of the check-off authorization. If the Employer receives a form it believes is incomplete or insufficient to begin withdrawing funds, it has five (5) business days to notify the Union.

The dues deduction assignment shall be made upon the following form:

ASSIGNMENT and AUTHORIZATION TO DEDUCT GUILD MEMBERSHIP DUES

I hereby assign to the Washington-Baltimore News Guild, CWA Local 32035, and authorize the Employer to deduct, per pay period, from any salary earned or to be

earned by me as an employee, an amount equal to Guild initiation fees, dues, and assessments as certified by the Treasurer of the Guild starting in the first week in the month following the date of this assignment. I further authorize and request the Employer to remit the amount deducted to the Guild each month. This assignment and authorization shall remain in effect until revoked by me, but shall be irrevocable for a period of one year from the date appearing below or until the termination of the contract between me and the Guild, whichever occurs sooner. I further agree and direct that this assignment and authorization shall be continued automatically and shall be irrevocable for successive periods of one year each or for the period of each succeeding applicable contract between the Employer and the Guild, whichever period shall be shorter, unless written notice of its revocation is given by me to the Employer and to the Guild by registered mail not more than thirty (30) days and not less than fifteen (15) days prior to the expiration of each period of one year, or of each applicable contract between the Employer and the Guild, whichever occurs sooner. Such notice of revocation shall become effective for the calendar month following the calendar month in which the Employer receives it.

This assignment and authorization is voluntarily made in order to pay my equal share of the Guild's costs of operation and is not conditioned on my present or future membership in the Guild. This assignment and authorization supersede all previous assignments and authorizations heretofore given by me in relation to Guild initiation fees, dues and assessments.

Employee's signature

Date

Section 3. Indemnity

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

Article 3. Information Furnished To The Guild

Section 1. Annual Information

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

- A. name
- B. start date and seniority
- C. classification (for example, full-time, part-time)
- D. title (include status as fellow, if applicable)
- E. manager/supervisor
- F. FLSA category (exempt/non-exempt)
- G. job description
- H. rate of pay, whether hourly or salary
- I. work location
- J. date of birth
- K. race or ethnicity, when provided
- L. gender and pronouns, when provided
- M. home address

Section 2. Monthly Information

Common Cause shall notify the Guild monthly in writing or electronically of:

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

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

Section 3. Information on New Hires

Common Cause 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. Common Cause shall include the salary, title, and category in the notice. The Guild will be notified before any offer is rescinded. If the salary, title, or category is changed between the time of initial offer and the first day of employment, the Guild will be notified within two (2) working days.

Within the first two weeks of employment for each new employee, Common Cause shall provide an hour for union orientation to take place on work time and property, or remotely if the office is not open for such meetings.

Section 4. Personnel Files

A unit employee has the right to inspect and receive copies of their own personnel file upon request to Common Cause. Any unit employee may also authorize and delegate the Guild to inspect and receive copies of their personnel file. Common Cause shall provide an employee notice and copies of documents added to their personnel file.

Common Cause is prohibited from sharing with anyone outside the organization content from a personnel file for an employee, except as required by law, in response to a subpoena or a request by a governmental agency, or as requested by Common Cause's auditors, or by consent of that employee. For purposes of this provision, "the organization" includes all authorized representatives and agents of the Employer.

Section 5. Notification of Changes

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

Article 4. Union Rights

Section 1. Union Meetings

Subject to availability and upon reasonable request by the Guild, and subject to applicable rules and policies governing use of Common Cause technology, equipment and property, Common Cause shall provide space on its premises and use of its communications technology for meetings of bargaining unit employees at mutually agreeable times. The Organization is prohibited from surveilling, searching, inspecting or tracking employer-owned devices for purposes of monitoring union activity. Employees shall be released from work for up to two (2) hours each month to attend Union-called meetings, provided that the time spent in such Union meetings will be treated as unpaid breaks that do not count as work hours under Article 16 (Hours and Overtime). The Employer will avoid scheduling conflicting mandatory meetings except in extraordinary circumstances.

Section 2. Bargaining Unit Employee-Representatives Conducting Union Business

Upon advance request by the Guild, employees designated as Union representatives shall be granted reasonable time off from their work, without loss of pay, to conduct necessary Union business administering the contract. This time must be accurately reported to Common Cause by the Union representatives and will not constitute hours worked for the purposes of calculating overtime. Management and the Guild shall make good faith efforts to ensure work needs and necessary union business do not conflict. The Guild shall notify Common Cause in writing of employees designated under this section.

Should Union members need to conduct Union activity, business, and/or grievance investigations during office hours, the Union member will request prior approval from their supervisor, and such approval shall not be unreasonably denied. This provision does not apply to a brief conversation between an employee and a steward as to whether a grievance exists, nor to the participation by a steward, an aggrieved employee, or a witness in a formal grievance meeting with the Employer, provided such employees give their supervisor(s) reasonable advance notice.

Section 3. Additional Release Time

The foregoing provisions in Sections 1 and 2 do not preclude the parties from agreeing to additional release time on a case-by-case basis.

Section 4. Union Communications

Common Cause agrees to permit the distribution of Union information related to regular union meetings, grievance matters related to the specific employee(s) directly involved in a grievance

matter, and regular information to Stewards through employee's email subject to compliance with Common Cause's email policy.

Common Cause agrees to provide a physical bulletin board in each office where bargaining unit members work and a digital communication channel (e.g. a Slack channel) for bargaining unit members only to post official Guild communications and announcements. Any such use is subject to applicable rules and policies governing use of Common Cause technology, equipment and property. The Organization is prohibited from surveilling, searching, inspecting or tracking employer-owned devices for purposes of monitoring union activity.

Article 5: Diversity, Equity and Inclusion

Section 1. Non-Discrimination and Equal Employment

Both Common Cause and the Guild are committed to building a workplace free from discrimination or harassment. Common Cause shall not 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 or parental status, class, national origin, veteran status or other legally protected status or because of such employee's membership in, or activities on behalf of, the Guild. Common Cause is committed to providing equal opportunity in all aspects of employment and will administer all personnel policies and procedures in an equal and non-discriminatory manner. Common Cause will comply with all relevant and applicable federal, state or local laws prohibiting discrimination or requiring equal opportunity. Further, the parties are committed to ensuring that Common Cause's pay policy reflects the shared commitment to pay equity and equal pay for work of comparable value.

Section 2. Hiring

The Parties seek to improve the diversity of the employee workforce by strengthening the sourcing of candidates who self-identify with categories that are traditionally underrepresented groups and to support their retention by increasing opportunities for promotion and advancement within Common Cause. For the purposes of this Agreement, a category shall be considered "traditionally underrepresented" if it is a category with which a candidate for employment self-identifies as:

- Multiracial; Black/African American or Afro-Caribbean; Hispanic/Latino/a/x origin; Indigenous, Native American or Alaskan Native; Native Hawaiians or other Pacific Islander; Asian; or of Middle Eastern/ North African (MENA) descent;
- a veteran;
- a person with disabilities or neurodiversities;
- a member of the LGBTQ community;
- or a person aged 40 years or older

All candidates for employment will be invited to complete an optional demographic survey. As part of the onboarding process, all staff will have the opportunity to provide additional demographic information. Common Cause will provide the Labor Management Committee and the Guild with a report twice a year including self-reported demographic data for candidates interviewed and hired for all bargaining unit jobs in an aggregated and anonymized form, consistent with data security, privacy and employment laws. Common Cause shall not ask job candidates for

previous salaries.

Common Cause will encourage applicants from traditionally underrepresented communities to apply to work for Common Cause. Common Cause shall continue to be a fair chance employer and encourage returning citizens to apply.

Section 3. Anti-Racism

At Common Cause, racial equity and inclusion must be at the core of what we strive to be, as must equity and inclusion for all individuals across identities and differences (ethnicity, gender, disability, sexual orientation, gender identity, national origin, religious beliefs, tribe, caste, age, class, thinking and communication styles, etc.). These values are essential to successful execution of our mission to create an open, honest, and accountable government that serves the public interest; promotes equal rights, opportunity, and representation for all; and empowers all people to participate fully in the political process.

Common Cause acknowledges painful truths about our nation's history and present reality, including the centrality of white-supremacist violence, slavery, genocide, dispossession of indigenous people's lands and resources, and colonialism to the United States' first century of existence, and the perpetuation of structural racism through Jim Crow laws, military and police violence, eugenics, restrictive voting laws, and other discriminatory laws and political structures. Institutional and individual racism continues to impact and oppress Black/African Americans and Indian/Native Americans in particular, as well as Latinx/Hispanic Americans, Asian, Native Hawaiians, Middle Easterners/North Africans, and others today. Racism, classism, sexism, homophobia, ableism, ageism, misogynoir, religious bigotry, and oppression of anyone not sharing the identities of our nation's "founding fathers" permeate our centuries-old political, legal and social institutions and intersect in ways that compound inequities for those with multiple marginalized identities.

Common Cause's mission is not only one of fixing broken systems of governance but also, and more importantly, changing inequitable systems that are working as designed to prevent a democracy that works for everyone. We are not "restoring" or "rebuilding" a democracy but, rather, striving to create a truly representative and inclusive government for the first time.

We know that in order to succeed in our mission to co-create an equitable government that serves all people—real democracy—we must include the varied perspectives of our diverse society within our organization. We understand that diversity alone is insufficient; without equitable inclusion of diverse perspectives within Common Cause's National Governing Board, state advisory boards, management team and every department of our organization, we will fail to effectively combat inequity in the world.

We are working to apply equity and antiracism lenses to all our membership building, organizing, policy, communications, legal and other programmatic work and exploring new campaigns to combat racism and other inequities.

We acknowledge that we urgently have more work to do in order to build an equitable organization and are committed to that work. We also acknowledge that equity is not a destination but a journey that we will continue to follow as it is central to our mission.

Common Cause shall develop systems, policies and practices to move the organization to becoming an anti-racist organization, particularly when it comes to onboarding, training and through employee resource groups and the Racial Equity Advisory Group. As part of ongoing Labor Management Committee meetings, Common Cause and the Guild will work collectively to advance these goals.

Section 4. Employee Resource Groups

Employee Resource Groups (ERGs) are employee-led groups that serve as a resource for staff and the organization by fostering a diverse, inclusive workplace aligned with organizational mission, values, goals, practices, and objectives, in particular those outlined above in Section 2. Diverse lived experiences and research have shown that ERGs help employees settle into their roles and the organization, be heard, develop future leaders, and increase employee engagement. ERGs also help the organization gather feedback and increase trust, find talent, and implement processes that will lead us to a more diverse and inclusive Common Cause. Membership in Employee Resource Groups shall be voluntary and employees who choose to not participate in Employee Resource Group(s) shall not be penalized in any way.

ERGs are open to all part- and full-time staff at Common Cause. Contract workers, interns, and campus fellows (Student Action Alliance/HBCU Student Action Alliance) are not eligible to participate in ERGs. Common Cause's anti-discrimination and anti-harassment policies are applicable to ERG activities.

Common Cause's role is to provide protected time and the basic framework for the formation, initiation, and implementation of ERG groups and activities. Each ERG will receive funding to support the development of ERG leads and its members. An ERG Administrator will be responsible for approving ERG formation requests, managing ERG rosters, approving ERG expenses, and serving as a subject matter expert (SME) to support ERG leads.

Employees can request to form an ERG when the following criteria are met:

- Minimum member threshold of five (5), with all five (5) meeting the eligibility criteria listed above
- Identified ERG lead(s) – this person (or one of two) will submit the

ERG formation request

- The ERG is intended to provide home places and brave spaces for employees to build community within the work based on historically marginalized identities (gender, race/ethnicity, ability, religion, sexual orientation, etc.)

The formation request will ask for a description of the proposed Employee Resource Group, intended mission, and anticipated programming.

ERGs can be led by any member of the ERG as long as the proposed leader(s) can commit to the time commitment and verify with their that their leadership will not compete with work priorities. It is preferred that each ERG is co-led by two individuals. ERGs can have one lead, but no more than two. In addition to adding leadership experience and tasks to their resume, ERG leads will receive a \$1,000.00 stipend that is subject to tax. Disbursement of the stipend is dependent on satisfactory completion of all the requirements and responsibilities for ERG leads.

The ERG Administrator and Vice President (VP) of People Equity & Inclusion will select ERG leads.

Article 6. Discipline and Discharge

Section 1. Just Cause

No Bargaining Unit employee who has completed the probationary period set forth in Article 15: (Hiring, Transfers and Promotions) of this Agreement shall receive discipline except for just cause. An employee's right to Guild representation is set forth in Section 2. The Guild and the employee shall be notified in writing at least two (2) weeks in advance of each termination with specifications of the facts alleged to constitute just cause.

Section 2. Notification & Right to Union Representation

Common Cause shall notify the Guild in writing of all discipline including any verbal warnings. Such notice shall cite the reasons for the discipline and effective date of discipline.

At least 24 hours prior to any meeting with an employee at which disciplinary action will be taken or any investigatory meeting with an employee that may lead to disciplinary action against that employee, Common Cause will advise the employee of their right to have a Guild representative present at the meeting. If a Guild representative is requested to attend such a meeting, the date and time of the meeting will be mutually agreed upon by the Guild and Organization but must be held within two (2) business days, unless otherwise agreed to by the parties.

Section 3: Non-Disciplinary Coaching

Concerns about performance, conduct, or behavior can often be addressed without formal discipline. Supervisors are expected to provide feedback to employees in the normal course of management and may provide additional feedback, guidance, and coaching through separate conversations and written materials as needed.

Supervisors may decide to call a course correction meeting to provide more formalized feedback. The course correction meeting is not disciplinary. It is a more formalized discussion between the supervisor and employee (which may be conducted in person, telephonically, or through other electronic conferencing). While a course correction meeting is not disciplinary, the employee may bring a Guild representative to the meeting. The supervisor will provide the employee advance notice, in writing, that they would like to schedule a course correction meeting, at which time the employee may choose to contact the Guild.

The course correction meeting is designed to identify problems and discuss solutions. Specifically, the supervisor and employee will discuss the issue(s) being identified by management, identify training or professional development, if needed,

and discuss steps the employee can take to improve.

Following the course correction meeting, management will prepare a written summary including clarification of expectations, which shall be provided to the employee and the Guild within three (3) days, and the employee will have an opportunity to review and respond to the summary.

Section 4. Progressive Discipline

Nothing in this Section shall prohibit Common Cause from bypassing progressive discipline steps in its discretion in cases of gross misconduct as outlined in Section 5.

Common Cause shall practice the principles of progressive discipline which will include:

- **First Warning:** When giving a first warning, management shall inform the employee of the misconduct and clarify expectations including the expected timeline for improvement. Management will follow up with an email that states the conversation was a First Warning, and a copy of that email will be recorded in the employee's personnel file. The Guild will be forwarded a copy of this email within 24 hours.
- **Second Warning:** If after a reasonable amount of time to demonstrate improvement following a First Warning, the conduct described in the First Warning continues, or if a related problem or related deficiency arises, management will inform the employee and present the employee with a Second Warning. A Second Warning is designed to ensure the employee is fully aware of the seriousness of the misconduct and/or performance problem, the consequences if the problem is not corrected, and expected timeline for improvement. A record of the Second Warning shall be kept in the employee's personnel file, and a copy will be forwarded to the Guild within 24 hours.
- **Final Warning:** If after a reasonable amount of time to demonstrate improvement following a Second Warning, the conduct described in the Second Warning continues, management may meet with an employee to present a Final Warning. A Final Warning will outline the continued behavior and the expectations for improvement required to avoid termination. A record of the Final Warning shall be kept in the employee's personnel file, and a copy will be forwarded to the Guild within 24 hours.
- **Termination:** If the conduct described in the Final Warning continues, management may, at its discretion, terminate the employee.

An employee's personnel file will include records of any disciplinary action issued against the employee under this Article. Records of non-disciplinary coaching, including course correction meetings, may be placed in an employee's personnel file at the discretion of management.

Employees and the Guild shall have a right to submit a written response or comment to any disciplinary document placed in an employee's personnel file, within ten (10) days of receiving a copy of the document. Common Cause will furnish to an employee and to the Guild a copy of any record of disciplinary action taken against that employee.

If no other discipline has been received, documents related to discipline in an employee's personnel record will be deemed inactive twelve (12) months of work (in aggregate) after

issuance except in cases of gross misconduct. Additionally, notices of discipline will not be considered applicable in applying progressive chain of discipline if twelve (12) months of work (in aggregate) have elapsed since the last occurrence. Inactive personnel files are maintained for legal and tax purposes, and shall not be accessible by supervisors and senior management for review outside of those purposes.

Section 5. Gross Misconduct

In cases of gross misconduct, the employer may bypass the steps of progressive discipline and immediately suspend the employee for 2 weeks without pay, after which the employee may be terminated. Gross misconduct includes, but is not limited to: workplace violence or serious threats of violence, willful violation of campaign finance and ethics laws, willful and significant violations of employer policies, harassment as defined in the Employee Handbook, theft, embezzlement, misappropriation, and willful and unauthorized destruction of Common Cause's property.

If the Guild chooses to grieve a gross misconduct suspension or termination, such grievance shall be filed within two (2) weeks of the gross misconduct suspension or termination respectively; and the Guild may at its option skip Steps 1 and 2 of the grievance process in Article 7 (Grievance Procedure) and immediately pursue a Pre-arbitration appeal or arbitration.

Article 7. Grievance Procedure

Section 1. Grievance Definition and Initiation

A grievance means a dispute or controversy arising out of or involving the interpretation, application, administration, or alleged violation of this Agreement. The parties acknowledge that disputes may be resolved through discussion between an employee and the Employer and/or the People, Equity, and Inclusion Department. The parties may take steps in good faith to resolve disputes before engaging with the formal grievance procedure. Whether or not such informal discussions take place shall have no effect on the time limits set forth below.

No grievance shall be considered under the grievance procedure unless it is presented as provided below. If a grievance is once settled at any of the following steps, it shall be considered closed and shall not be subject further thereafter to the grievance procedure or to arbitration.

Timelines in the below article can be extended by mutual agreement of the parties.

Section 2. Grievant Definition

The term "grievant" shall include any individual bargaining unit employee, a group of bargaining unit employees, or the Guild.

Section 3. Grievance Process

Step 1. The Guild shall file grievances, which shall be in writing, with the Employer's People, Equity, and Inclusion Department within thirty (30) business days after the Guild learns, or should have known, of an event giving rise to a grievance. A Step 1 meeting will be held within seven (7) business days after receipt of the grievance that shall be attended by the grievant and/or a Guild steward. The Meeting shall also be attended by the immediate supervisor or the People, Equity, and Inclusion Department at the discretion of the Employer. The Employer shall give their written answer within seven (7) business days following the meeting.

Step 2. If settlement is not reached in Step 1, the Guild may appeal the grievance in writing to the Vice President of People, Equity, and Inclusion or their designee within twenty-one (21) business days after receipt of the Step 1 answer. A Step 2 meeting will be held within seven (7) business days after receipt of the appeal that shall be attended by no more than two Guild representatives and the Vice President of People, Equity, and Inclusion and/or their designee. The grievant may attend the Step 2 meeting. Within seven (7) business days after the meeting, the Vice President of People, Equity, and Inclusion or their designee will give the Employer's answer in writing.

Step 2a. Pre-arbitration appeal. If settlement is not reached in Step 2, and the dispute is between the grievant and the Chief Executive Officer ("CEO") of Common Cause, the Guild representative may choose to appeal the grievance in writing to the Board of Directors (before beginning arbitration proceedings) within fifteen (15)

business days after receipt of Step 2 answer. The Board of Directors or the designated representative shall schedule a hearing with those concerned as soon as practicable after receipt of written notification of appeal. During this time, neither party shall have ex-parte contact with the Board concerning the grievance and neither side shall file prehearing motions except by mutual agreement. Within 15 (fifteen) business days of the hearing, the Board or its designee will give their decision in writing. If the Board is unable to meet, the Guild may proceed directly to arbitration. The Guild representative may choose to go directly to arbitration if settlement is not reached in Step 2. Step 2a is at the discretion of the Guild.

Step 3. Arbitration. If settlement is not reached in Step 2 then either party may by written notice submit the grievance to arbitration within twenty (20) business days after the Employer has given its decision in Step 2 by requesting a 7-member panel from FMCS of regional arbitrators who are members of the National Academy of Arbitrators. The arbitrator shall be selected by the parties alternately striking names from the list until one name remains and that person shall be the arbitrator. The decision of the arbitrator shall be final and binding, except that the arbitrator shall have no authority to add to, subtract, from, modify, change, or disregard any of the provisions of this Agreement or make awards retroactive beyond the date of the grievance. The fees and other charges of the arbitrator shall be divided equally between the parties, except that no party shall be obligated to pay any part of the cost of a stenographic transcript without express consent.

In any cases of alleged gross misconduct, the Guild may at its option skip Steps 1 and 2 of the grievance process and immediately pursue a pre-arbitration appeal or arbitration.

Article 8. Labor-Management Committee

The parties will establish a joint Labor-Management Committee (LMC), comprising an equal number of Union-appointed members and Management-appointed members, up to six (6) in total, for the purpose of discussing, addressing, and resolving matters of mutual concern to Common Cause and the Guild. The LMC further will support and facilitate the attainment of Common Cause's goals, and enable employees to be more effective in accomplishing Common Cause's mission. Both Management and the Guild will make good faith efforts to respond to the concerns of the other.

The LMC shall meet at least once per quarter, or if necessary, more frequently, by mutual agreement. Members of the LMC may also create Labor Management ad hoc working groups for the purpose of developing solutions or recommendations on matters of mutual concern.

Members of the LMC and any ad hoc working groups will be chosen with a commitment to maintaining diverse representation and avoiding disproportionate burden of responsibility on internal teams or departments.

The LMC shall be composed of members of each party's own choice. LMC members will be excused from their work, without loss of pay, to attend LMC meetings. The LMC operates by consensus of its members and may make recommendations at any time to the Union and/or the Employer. The LMC does not have authority to engage in collective bargaining, to resolve grievances under this CBA, or to modify, amend, supplement or waive any provision of this CBA.

Article 9. Remote Work

Section 1. Work Modalities

Every Common Cause employee shall be eligible to work remotely either full-time or part-time as needed to fulfill their job duties. All in-person work requirements will be based on job duties and specified within an employee's job description. Job descriptions for employees will include in-person work estimates as well as in-state and out-of-state travel estimates.

Employees should work with their supervisors to schedule any in-person work as necessary.

Employee-initiated requests for adjustments to previously agreed upon in-person work estimates require approval from the People, Equity, and Inclusion Department. Requests shall not be unreasonably denied.

Management may make permanent adjustments to in-person work requirements, based on material changes to job duties or working conditions, following the job description process in Article 15 (Hiring, Transfer and Promotions), Section 6 with reasonable notice to the employee of at least 2 months. For temporary adjustments to in-person work (requiring in-person work for four (4) weeks or less) due to emergency or rapid response, Common Cause shall give as much notice as possible after becoming aware of the need but no less than 72-hour notice to the employee.

Employees may seek reasonable accommodations to limit in-person work, including as a result of illness, pregnancy, family obligations, or external situations (such as a pandemic). Remote or virtual attendance may be considered a reasonable accommodation under the circumstances presented in a given case.

For Common Cause staff events, a hybrid option may be available to staff when possible. All Common Cause offices regardless of location will follow the requirements of this Article.

Section 2. Approved Primary Work Locations

All employees are required to have their primary work location within the United States (lower 48 states and District of Columbia) and Hawaii. Employees working from Hawaii must be assigned to work from Hawaii for the purpose of their position, or receive approval for temporary work location. Ad hoc or temporary work locations are possible and are described in section 3 of this Article. Common Cause will maintain a list of approved work location states (typically the states in which Common Cause is registered with the state for employment authority) with the intention of expanding to include all states or localities as options as we hire new

staff. Job postings will include either a required work location or a preference for primary work locations, in alignment with job responsibilities.

Section 3. Job Location and Change of Location

All employees have a primary work location as described in section 2 of this Article . Common Cause will provide employees with relevant equipment to perform their job duties as described in Article 12 (Expenses and Equipment).

When working remotely, employees may work from a location other than their home provided it does not conflict with an employee's job duties:

- (a) Employees who wish to work from a state other than the state of their primary work location for a consecutive period of less than 30 days but more than 10 days shall seek approval from their supervisor, and such approval shall not be arbitrarily or unreasonably denied.
- (b) Employees who wish to work from a state other than the state of their primary work location for a consecutive period of more than 30 days shall seek approval from the People, Equity, and Inclusion Team. Such approval should be sought 30 days or more before the start of working from the other state where possible. Approval or denial of such request shall be given to the employee in writing as soon as practicable. Approval shall not be arbitrarily or unreasonably denied, but may include consideration of whether the state is on the list of approved work location states. Late requests due to unforeseen circumstances must also be considered in a timely manner and not arbitrarily or unreasonably denied. An employee whose request to work from a state other than the state of their primary work location is rejected, or whose request is not approved by the time the employee leaves the state of their primary work location, shall be able to take paid or unpaid leave under Article 14 (Paid Time Off and Leave) during the time they are outside of the state of their primary work location.

Supervisors will not arbitrarily reject requests for employees to work from appropriate locations inside or outside the geographic area of their primary work location (for example, while visiting family in another state).

If an employee wishes to request a temporary remote work arrangement outside of the United States for any length of time, they should request approval of this proposed temporary work arrangement from the People, Equity, and Inclusion team at least 30 days in advance of the start of this proposed temporary remote work arrangement where possible. The People, Equity, and Inclusion team will approve or reject the proposal in writing as soon as practicable. Late requests due to unforeseen circumstances must also be considered in a timely manner and not arbitrarily or unreasonably denied. An employee whose request for a proposed temporary work arrangement outside of the United States is rejected, or whose request is not approved by the time the employee leaves the country, shall be able

to take paid or unpaid leave under Article 14 (Paid Time Off and Leave) during the time they are outside of the United States.

Section 4. Off-Hours Communication

Common Cause and the Guild acknowledge the importance of employees being able to have work-life balance and that being required to check work communications off-hours can impede the ability for employees to strike that balance. The hours outside of Working Hours (“working hours” includes pre-arranged flex time and team schedules), as defined in Article 16 (Hours and Overtime), Section 1 (Working Hours), as well as personal-time-off, weekends and Common Cause holidays, are considered “off-hours.” During off-hours, employees are generally not expected to check work-related communications channels (Email, Slack, Microsoft Teams, etc.).

All parties recognize that due to alternative work schedules and the nature of our work, communications may be sent during off hours, In emergency rapid-response circumstances, employees may be required to respond to off-hours work-related communications. Such required off-hours communication shall not be assigned arbitrarily, capriciously or unreasonably. Upon onboarding, supervisors and employees will mutually agree upon off-hours communication systems and boundaries and memorialize such in writing.

Departments will work, with input from employees, to develop practices that make sense for their teams, especially for rapid-response situations or times when multiple team members will be out at the same time for holidays and/or organization-wide days off. Employees of the organization as of the time of ratification shall come to an agreement on off-hours communication as outlined above no later than six (6) weeks following ratification.

Employees who feel they experience a pattern of excessive or intrusive off-hour communications are encouraged to raise it directly with their supervisor, their supervisor’s supervisor, or the People, Equity, and Inclusion team and may request Guild representation during these meetings.

Section 5. Relocation Assistance

Common Cause shall not require any employee to move their residence involuntarily from their approved primary work location as a condition of remaining employed with Common Cause. In the event that an employee’s move is necessitated by a job change agreed-upon by the Employer and the employee and the Guild, Common Cause will provide reimbursement for relocation costs related to employment, including (but not limited to) costs of a moving truck, moving company, shipping costs, and travel up to \$2,000. Employees must provide receipts related to moving expenses to the Finance and Administration department in order to receive reimbursement. Relocation assistance is generally available for newly hired staff,

promotions, and employer-instigated transfers. Relocation assistance is not available for employee-instigated relocations. (Relocation assistance is taxable income.)

Article 10. Professional Development

Section 1. Professional development trainings

Common Cause will provide each full-time non-probationary employee up to \$750 in year one of this contract agreement and up to \$1,000 in year two and three of this contract in professional development funding for the cost of Employer-approved professional development opportunities that will assist and/or improve their work at Common Cause and help them make a long-term commitment to working at the organization.

Employees must seek approval from their supervisor for any professional development funding requests. No request in line with the organization's mission statement shall be unreasonably denied. Employees may roll over up to 50% of the amount of one year's unused professional development funding to the following year, so long as the total amount of professional development allowance does not exceed \$1,375 in year one of this agreement and \$1,500 per year in subsequent years of this contract. Employees will not be expected to reimburse Common Cause if the employee voluntarily leaves the organization after receiving professional development funds. Employees will not lose pay for time spent during their regular work day in Common Cause-approved professional development activities.

Section 2. Employer-required training

The employer will pay the expenses of employer-required professional development trainings, which will also count as regular work time. Common Cause shall also pay the expenses of any other training it deems necessary for employees' performance and requires employees to participate in, and the cost will not count against the employee's annual funding allotments described in section 1 of this Article. Time spent at such employer-required trainings shall be considered regular work time, and the provisions in Article 16 (Hours and Overtime) shall apply for any associated travel expenses.

Section 3. 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 Common Cause-approved professional development activities in Section 1 above, which Common Cause agrees is of sufficient utility to the employee and the work of Common Cause that Common Cause wishes to cover the full cost of the program. In such instances, the employee's funding available from Section 1 will be put towards the expense and Common Cause will provide additional funding, in an amount determined by Common Cause in its full discretion, beyond the amount available under Section 1. When determining whether and how to implement the option described above in any given instance, Common Cause may consider factors

such as the benefit to the full organization, or to particular subsets, of the proposed professional development activity, the benefit to that employee's own development in Common Cause, and the overall state of Common Cause's (or team) budget, among other relevant factors.

Common Cause retains full discretion as to whether and when to contribute additional funding toward non-required professional development opportunities pursuant to this section, and in what amounts, and Common Cause decisions concerning implementation of this section in any given instance(s) or in general shall not be subject to the grievance and arbitration process laid out in Article 7 (Grievance Procedure).

Section 4. Professional Memberships

For employees who are required by Common Cause to have a JD and maintain active State or District of Columbia Bar enrollment as a requirement of their employment with Common Cause, Common Cause will pay the applicable annual mandatory Bar membership fees and the annual cost of the privilege license for attorneys if needed. Common Cause will also pay any employee's individual lobbying registration fees if required as part of their employment with Common Cause.

Common Cause will pay for one (1) professional membership for each employee per year that is mutually agreed upon by the employee and the Employer.

Article 11. Performance Evaluations

Section 1. Purpose of the Evaluation

Employees shall have an annual evaluation beginning March 1 and completed by May 1st. Exceptions to the schedule can be made by PEI in consultation with the Guild based on team requests and needs.

The performance evaluation shall serve as an opportunity for each employee to receive an evaluation from their supervisor as well as provide an evaluation of their supervisor. The creation and content of any evaluation form will be the subject of bargaining and not unilaterally imposed. During said review, employees shall have the opportunity to discuss workload management, and the accuracy of their job description, as pursuant to Article 15 (Hiring, Transfers and Promotions). This will also be the formal opportunity to discuss a professional development plan and an anticipated work plan for the coming year, as well as any PTO timelines. The formal performance evaluation will include a written self-evaluation by the employee, a written evaluation by the supervisor, feedback from relevant mutually agreed upon peers, 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.

In addition, at least once annually employees will have the opportunity to complete a skip-level review of their supervisor with the appropriate national or state operations manager. Those reviews are then anonymized and shared back with the People, Equity, and Inclusion team for feedback and review. The People, Equity, and Inclusion team will share recurring themes and lessons learned from the skip-level review conversations, not attributable to any individual employee or specific to any people manager, with the Labor Management Committee.

Skip-level feedback from a unit employee will not be shared with a supervisor until after the unit employee's review is complete.

Section 2. Timeline of the Evaluation

All employees shall be notified by February 1st that performance evaluations will begin in March unless an exception is granted under section 1 above. All performance evaluations must be completed by May 1st. Any updates of a staff member's title, pay, or management status must be reported to the union by June 30th. Any change in compensation that results from that process will be effective for the subsequent paycheck (July 1st of that year).

Section 3. Processing of the Evaluation

Upon completion, the employee's evaluation form will be included in their

personnel file. Employees may submit additional statements to give context or to refute the contents of their evaluation form. The contents of an annual performance evaluation are not considered discipline.

Article 12. Expenses and Equipment

Section 1. Work-related Expenses Generally

Employer-paid or reimbursed expenses - excluding travel-related employee meals and incidentals under Section 2 of this Article (travel) - above \$100 require prior authorization.

Common Cause shall provide employees who regularly incur organizational expenses the use of organization credit cards or pre-paid debit cards to minimize the extent to which employees cover incidental work-related expenses. All employees who are provided such cards are obligated to adhere to all terms of the relevant agreement regarding card usage. A Common Cause bargaining unit employee shall not be required to put qualified work charges on their personal credit card.

Employees who use a Common Cause credit and/or debit card must submit receipts for expenditures within ten (10) days of when an employee receives their credit card statement or the standard deadline, whichever is later.

Employees who seek reimbursement for reasonable work-related expenses purchased with personal funds must submit receipts and required forms, if any, within thirty (30) days of such expenditures. Employees will be paid within thirty (30) days of submitting such request.

Section 2. Travel Expenses

Employees must receive prior approval from Common Cause for work-related travel and expenses. Rates for travel-related meals and expenses, and reimbursement for miles driven on an individual's personal vehicle, will continue to be calculated based on the federal rates established by the General Service Administration (GSA).

Common Cause employees will not be required to share a hotel room with other staff or other individuals or be required to stay in any lodging that does not provide a private bathroom and a safe and clean environment.

Section 3. Other Work-Related Reimbursements

Common Cause will reimburse up to \$50 per month for the cost of a mobile phone and data plan for employees who use the employee's personal mobile phone for their work. If an employee's work-related phone expenses exceed \$50 in a given month, Common Cause may provide additional reimbursement on a case-by-case basis, provided the employee provides receipts to show excess payment.

Alternatively, Common Cause may provide a phone at the organization's expense to employees.

Section 4. Dependent Reimbursements

Common Cause will pay up to \$1,000 per year for dependent care or care for a member of the employee's family for costs that are incurred due to work travel (staff retreat, conference, etc.).

"Member of the employee's family" shall include anyone who is a family member or with whom the employee shares a family-like relationship by reason of affinity. The dependent care costs must be incurred due to the employee's required work travel and cannot be a regular caregiving expense. Expenses incurred must be for an eligible dependent and must be pre-approved by the employee's supervisor. Documentation of expenses must be provided to be eligible for payment.

Section 5. Equipment

Employees shall be provided an official work laptop within 14 days of their start date by Common Cause for the duration of their employment. If an employee's official work laptop stops working, Common Cause will expeditiously fix the official work laptop or provide a new unit. For all employees who work remotely regularly, Common Cause will provide, at the employee's request, an external monitor, keyboard and mouse or with mutual agreement between Common Cause and an employee, a reasonable amount to purchase such equipment. For all employees who work remotely regularly, Common Cause will pay \$50 per month for home internet service. Upon the Effective Date of this Agreement, the mobile phone and internet reimbursements in this Article will replace any previous technology stipends or reimbursements for all employees.

Article 13. Holidays

Employees shall be entitled to the following paid holidays each year:

- Martin Luther King Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Indigenous People's Day
- Veterans' Day
- the Wednesday before Thanksgiving through the Friday after Thanksgiving
- December 21st through the following January 1st

Common Cause offices shall be closed on these days. Holidays falling on Saturday will be observed on the preceding Friday and holidays falling on Sunday will be observed on the following Monday. If a holiday occurs within an employee's scheduled vacation, it shall not be deducted from the employee's paid vacation time. If an employee is required by Common Cause to work during one of the above-listed holidays, the employee shall make use of Additional Paid Time Off as outlined in Article 16 (Hours and Overtime). Non-exempt employees shall receive two (2) hours' pay at their usual wages for each full or partial hour they work on a holiday. Exempt employees who work more than three (3) hours on a holiday shall receive a full day of Additional Paid Time Off for such work; exempt employees who work less than three hours on a holiday shall receive a half-day of Additional Paid Time Off for such work.

Common Cause will make every effort to avoid scheduling mandatory events on major religious holidays. Employees shall be provided with three (3) floating holidays which may be used to honor cultural, ethnic or religious holidays not listed above, at the employee's discretion with at least one week's notice to their direct supervisor.

In instances where an employee's observed holiday is concurrent to a mandatory event, the employee's supervisor will work with that employee to approve an alternate schedule or work plan that enables the employee to observe that holiday. Floating holidays will not roll over year to year.

The employer will recognize any other holiday which may hereafter be declared a general holiday by the President of the United States and may grant other holidays at its discretion.

Article 14. Paid Time Off and Leave

Section 1: General

“Member of the employee’s family” shall include anyone who is a family member or with whom the employee shares a family-like relationship by reason of affinity.

Employees should request leaves longer than one (1) day with at least a week’s notice to the extent practicable. Requests for time off shall not be unreasonably denied.

All leaves begin to accrue at the first date of employment unless otherwise indicated in this Article.

Section 2: Voting

Employees shall be allowed sufficient leave with pay for the purposes of in-person voting or curing their ballot in any federal, state, or local election. Such voting leave may vary according to each employee’s location and circumstances. Employees should work with their supervisors as necessary to minimize the impact on Common Cause operations.

Section 3: Vacation Leave

Full-time employees are entitled to vacation time according to the following schedule. Part-time employees are entitled to vacation time according to the following schedule, with the hours earned calculated on a pro rata basis.

Years	Hours Earned per Pay Period	Days/Yr
0-3 Years	5.83	20 days
4+ years	7.29	25 days

Full-time employees may accumulate up to 225 hours (32 work days) of vacation time. Accrued unused vacation time cannot be cashed out at any time during employment with Common Cause. Requests to take leave made by employees who will lose vacation time due to the maximum accrual shall not be unreasonably denied.

When an employee separates from Common Cause, the value of accrued vacation leave, calculated using the employee’s then-current wage or salary, shall be paid to the employee in a timely manner or according to applicable state laws.

Section 4: Sick Leave

Full-time employees receive 15 sick days per year at the start of each calendar year, or pro rata based on the start of their employment with Common Cause. Part-time employees receive sick leave on a pro rata basis, at the start of each calendar year or at the start of their employment or increase in work hours. Unused sick leave cannot be cashed out upon separation from employment or at any time during employment with Common Cause. Employees may accumulate sick leave up to 210 hours (30 days). Current employees who have accumulated more than 210 hours (30 days) as of the ratification of this contract shall maintain and be entitled to use their accumulated hours.

Sick leave is short-term paid time off for personal illness; mental health; restorative health; caretaking of a member of the employee's family; visits to doctors, dentists, therapists or other medical providers; and for medical, social or legal services or actions as a result of stalking, domestic violence, or sexual abuse. Sick leave may also be used for absences from work for appointments with doctors or other providers for a member of the employee's family.

If an employee is out sick, the employee must notify their immediate supervisor and relevant team members as soon as possible at the start of the workday. The employee should also indicate the expected duration of the absence, where possible. If the staff person is out for five (5) work days or more, a doctor's note must be provided.

Section 5: Parental, Family and Medical Leave

Employees who have been employed for 90 days or more during the three-month period immediately preceding a leave request are eligible for up to 16 weeks of parental, family and medical leave during a 12-month period. Employees are expected to provide Common Cause with as much advance notice as possible of their intention to take parental, family, or medical leave.

Leave can be taken:

1. In the case of an employee's extended, non-work related personal illness, disability, or health condition (medical leave),
2. to care for a member of the employee's family (family leave),
3. for the birth of a child, fostering or adoption (parental leave).

Leave can be taken non-consecutively or as a reduced schedule. The employee will be returned to the same position or a similar position with equivalent employment benefits, pay, seniority, location, and other terms and conditions of employment.

Employees who are eligible for state or local paid family and medical leave (SPFML) programs are required to apply for such SPFML benefits as a condition of receiving paid leave under this section. For such employees, the 100% of current salary shall be comprised of any income replacement benefits paid to the employee under such

programs, “topped up” by additional pay from Common Cause as necessary.

The entitlement to parental leave will expire one year after the birth of the child or placement of the child with the employee unless otherwise required by applicable state or local law.

Parental, Family, and Medical leave is unpaid except as follows:

- a. Eligible employees will receive up to (sixteen) 16 weeks of paid parental leave at 100% of their current salary, comprised of any income replacement benefits the employee is eligible for under applicable state or local public benefits programs, “topped up” by additional pay from Common Cause. To receive paid parental leave, employees who work in a location with state or local paid family and medical leave (SPFML) public benefits are required to apply for those benefits. Common Cause will assist employees with these applications upon request. Employees who work in locations without SPFML public benefits will receive paid parental leave fully from Common Cause.
- b. For family leave other than parental leave, and for medical leave, which are otherwise unpaid, employees may take accrued paid vacation or sick leave instead of the unpaid family leave and may take accrued paid vacation or sick leave and/or receive disability insurance or workers compensation benefits instead of the unpaid medical leave. In addition, employees who work in locations with SPFML public benefits may be eligible for public benefits while taking leave for these purposes instead of taking leave without pay.
- c. When applicable and to the maximum extent permitted by law, any paid or unpaid parental, family, and medical leave an employee takes under this policy will run concurrently with any parental, family, and medical leave for which an employee is eligible under any applicable federal, state, or local leave laws or public benefit programs.

Benefits during and after extended leave

All leave types 12 weeks and under do not impact health care benefits or 401K benefit eligibility. Leaves longer than 12 weeks will be subject to reassessment of those benefits and employment status in accordance with health insurance requirements. Benefits and employment shall continue up to 16 weeks as indicated by this Article. If the leave is unpaid, the employee will be responsible for paying the organization the employee co-pay for medical insurance premiums according to Article 18 (Benefits and Insurance) upon their return.

During any period in which an employee takes unpaid parental, family, or medical leave under this section, annual vacation leave will cease accruing.

Certification

Common Cause may request that an employee provide certification from a health

care provider for medical leave or for family leave involving care of a family member with a serious health condition and may require a certification of fitness for duty upon return from medical leave.

Accommodations

An employee, upon their request along with a letter from a medical provider, may be permitted to transfer from a job or working conditions that may be hazardous to themselves or to a pregnancy without reduction in pay or impairment of benefits. No employee shall be required to take a leave of absence, nor shall an employee's job duties or working conditions be altered without their consent on account of illness or pregnancy; nor shall there be any penalty for illness or pregnancy.

A person has a right to chestfeed their child in any location. The employer will provide reasonable daily break-time as required by an employee so they may express milk for their child to maintain milk supply and comfort. Except for employees working remotely, the employer shall make reasonable efforts to provide a sanitary room or other location in close proximity to the work area, other than a bathroom or toilet stall, where an employee can express their milk in privacy and security.

Section 6: Bereavement Leave

Employees are entitled to eight (8) paid regular working days for the death of a member of the employee's family (as defined above). 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), bereavement leave shall be extended for an additional two (2) days. Employees may, at their discretion, use bereavement leave to be with loved ones during their final journey in this life. Bereavement leave may be taken nonconsecutively. The Employer shall not require documentation of the death or funeral/memorial services.

Section 7. School Leave

Employees shall be entitled to use vacation time off for the purpose of attending or participating in a school-related event for a member of the employee's family or they may request to flex their work week. Reasonable requests will not be denied. A school-related event includes a school play or rehearsal, a sporting event or practice, a meeting with a teacher or counselor, or any similar activity. When possible, the employee should provide their supervisor with notice of a request for leave prior to the event.

Article 15. Hiring, Transfers, and Promotions

Section 1: Posting and Recruitment Materials

Management will notify the Union and all employees via email of any non-senior-management job opening immediately upon posting the job. All postings for such open positions shall include:

- job title
- job responsibilities
- qualifications
- job level and salary range
- in-person work and travel estimates
- whether the position is included in the Guild-represented Bargaining Unit and covered by the collective bargaining agreement

Section 2: Internal Candidates

Current employees who wish to apply for an open position shall express their interest in writing to the Common Cause hiring team and provide the information requested in the posting within the timeframe specified in the posting, which shall in no event be less than five (5) work days after the internal posting. As such, current employee candidates will be considered “internal candidates.” Internal candidates who meet the minimum qualifications and experience set out for the position will receive priority over external candidates in scheduling of interviews for the role provided they apply within five (5) days from posting. An internal candidate who is interviewed and not offered the position will receive at their request a written explanation for not being offered the position.

Internal candidates who apply for and receive a different Bargaining Unit job will be placed at the appropriate level under Article 17 (Job Classifications and Salary).

Where Common Cause determines that the qualifications of an internal applicant and an outside applicant are substantially equal, the Organization will take into consideration the value of promoting the growth of internal applicants, but the Organization may also take into account other relevant considerations, in deciding which candidate to hire.

Section 3: Hiring Team

For all open, non-temporary positions below Job Level 7, the Employer will make best efforts to create hiring panels that represent diverse perspectives across the organization, including at least one (1) member of unit staff in at least one phase of interviews in the hiring process. All employees who participate as interviewers must complete interviewer training and participate in all pre-brief and debrief meetings.

Prior to beginning any external interview process, the Employer will make best efforts to achieve a diverse candidate pool for interviews, based on applicants' voluntarily disclosed relevant information and in keeping with the Diversity, Equity and Inclusion goals in Article 5 (Diversity, Equity and Inclusion).

Section 4: New Hires

Newly hired employees are granted access to all benefits, personal time off and leave provided under this Agreement in accordance with the timing and conditions set out in this Agreement. During work time, new hires will have the opportunity to receive information from the Union within two (2) weeks of their first day of employment, which may include an overview of their rights and responsibilities as members of the Guild-represented Bargaining Unit.

The first 90 days of employment for all new employees will be a probationary period. This probationary period may be extended an additional 60 days if there are issues with either performance or meeting job expectations. The Guild shall receive notice of a possible extension no later than 10 workdays before the end of an employee's probationary period. The discipline or termination of an employee during their probationary period, or the non-retention of the probationary employee beyond their probationary period, shall not be subject to Article 6 (Discipline and Discharge) or Article 7 (Grievance Procedure) .

During their probationary period the new employee will be provided regularly scheduled check-ins to discuss performance and any change in job duties at 30 days after hire, 60 days after hire, and again before the end of the probationary period. The employee's supervisor will provide the employee clear feedback regarding any performance concerns or other issues and will provide written confirmation of any disciplinary or non-disciplinary corrective action.

Section 5: Temporary Change in Workload

When an employee's workload has increased substantially for more than thirty (30) days on a significant and consistent basis to a level such that the employee cannot perform the functions of their job description in the time allotted (for example, the increase in duties is regularly triggering overtime or the compensatory time provisions according to Article 16 (Hours, and Overtime)), the employee may request a meeting with their supervisor to discuss their workload and ways to address it. While their supervisor should be an employee's first point of contact for workload issues, employees may also discuss their concerns with a Guild representative at any time. If deemed necessary, the Guild representative may choose to approach the People, Equity, and Inclusion team to share workload concerns raised by an employee that have not been satisfactorily addressed by the supervisor.

Possible outcomes can include but are not limited to 1) clarifying expectations regarding work, timelines, and priorities, including identifying and addressing scheduling and time-management issues, 2) reassigning certain duties to other employees, 3) revising the current job description, or 4) assigning the employee another job title and corresponding job description.

If an employee is assigned to perform a majority of the duties of a different position due to vacancy or leave by the incumbent or some other such circumstance for more than thirty (30) days, then the employee shall be paid the salary for the next higher job classification level (at the step that corresponds to their years of relevant experience) for any additional workdays in which the employee performs such work until the employee is no longer required to perform the majority of such duties because the vacancy is filled, the incumbent returns, or the duties are otherwise reassigned.

Section 6. Job Descriptions

All bargaining unit job descriptions will be made available through an Employer designated electronic database that is available to all employees.

Within three (3) months of the execution of this Agreement, the Employer, in consultation with the Union, shall conduct a review of all Bargaining Unit job classifications, titles, and descriptions to ensure employees are accurately assigned duties and title, and fit within the appropriate salary scale in pursuance with Article 17 (Job Classifications and Salary). The Employer shall notify the Guild regarding revising job classifications, titles, or job descriptions before implementation.

Any material change to an employee's job description, that is initiated by The Employer, will not be implemented without advance notice to the Union and employee with an opportunity to negotiate. If there is no agreement, the implemented change may be contested by the Union through the Arbitration process as described in Article 7. (Grievance Procedure).

In the event an employee believes their job description does not accurately reflect their role and responsibilities, the employee may request a review of their job description with the People, Equity, and Inclusion department and their supervisor to determine whether the job description needs to be adjusted.

If a job description is adjusted so as to change its scope and responsibilities to align with those of a position within a higher classification outlined in Article 17 (Job Classification and Salary) of this Agreement, then the employee will receive an

adjusted pay rate in that higher job classification.

Section 7: Growth Promotions

A growth promotion is one where an employee moves from one job to the next job in a higher classification under this Agreement. It is based on the Organization's and department's needs, the employee's ability to perform at the higher level, an organizational need for role expansion, as well as strong performance within the employee's current role.

Bargaining Unit employees may be considered for promotions at least once per year during their annual performance review, following a job description review process initiated in Section 6, and/or when there is a need for a role expansion.

Employees who are promoted will be placed on the salary scale in their new classification according to Article 17 (Job Classifications and Salary).

Nothing in this Article requires Management to fill any position at Common Cause. The Employer shall not require an employee to fulfill the job responsibilities of their previous position if those responsibilities are not a part of their new position, except as needed during a transition period not to exceed three (3) months from the time the employee starts in the new position. Any additional time needed in the transition must be decided in mutual agreement with The Guild.

Article 16. Hours and Overtime

Section 1: Standard Work Week & Hours

The standard work week for full-time employees shall be thirty-five (35) hours. These hours do not include lunch breaks or union-related activities, except as outlined in Section 7.

“Standard Working hours” shall be considered Monday through Friday, 9:00 a.m. to 5:00 p.m. in the employee’s designated time zone as further described in Article 9 (Remote Work), reflective of when business (meetings, emails, etc.) is ordinarily conducted.

However, employees may work and be required to work outside of the standard business hours of Common Cause to a reasonable extent based on their job duties with consideration for their personal commitments.

Exempt employees shall be entitled to adjust or flex their schedules subject to approval by their supervisor. Such requests shall not be unreasonably denied.

Employees and management shall follow “Off Hours Communication” provisions as described in Article 9 (Remote Work) .

Section 2: Overtime

Non-exempt employees shall accurately record all hours worked and shall receive overtime compensation in accordance with applicable federal, state and/or local law. No overtime work shall be performed without prior written authorization from the Employer.

Non-exempt employees shall have the right to refuse to work more than thirty-five (35) hours in a week and shall have the right to not work on weekends. Under extraordinary circumstances, non-exempt employees who are requested and agree to work more than 35 hours in a week shall be paid time-and-a-half for any hours worked exceeding 40 hours, except for work on holidays. Employees shall receive regular compensation for hours worked between 35 and 40 hours in a week.

Non-exempt employees shall receive two (2) hours’ pay at their usual wages for each full or partial hour they are assigned to work on a holiday listed in Article 13 (Holidays) .

Section 3: Additional Paid Time Off

Full time exempt employees shall accrue additional paid time off as follows:

- Exempt employees and their supervisors will work together to flex their schedules to maintain their workload within 35 hours (for example, working

Tuesday through Saturday instead of Monday through Friday).

- If the schedule cannot be flexed, exempt employees who are required to work more than three (3) hours on a holiday or a weekend shall receive a full day of additional paid time off for such work; exempt employees who are required to work less than three hours on a holiday or weekend shall receive a half-day of additional paid time off for such work.
- Exempt employees required to work more than 42 hours during a week during “peak seasons” shall also receive additional paid time off at a 1-to-1 rate, one hour of additional paid time off for every one hour worked. To be eligible for additional paid time off under this Section 3, an exempt employee must discuss their anticipated work load and get prior approval from their supervisor. Examples of “peak seasons” include times of intense legislative advocacy, election protection, and the annual organizational audits. Any peak season cannot last longer than three weeks without prior approval from the VP of People, Equity, and Inclusion.
- Additional paid time off shall be used within sixty (60) days of accrual or after the “peak season” has concluded.

Section 4. Workload Review

Supervisors should have regular conversations about workload and time management in weekly check-ins with employees. In those conversations, it should be clear what work is assigned and what work is a priority.

If a full-time employee’s assigned workload requires them to regularly work more than thirty-five (35) hours in a single week, or if a part-time employee’s assigned workload regularly requires them to work more than their specified number of scheduled hours in a single week, an employee may request and shall receive a prompt meeting with their supervisor and/or a member of the PEI department to review workload, tasks, and deadlines. As part of such review, the employee’s workload may be adjusted if necessary to ensure that their assignments and workload appropriately align with the responsibilities and relevant expectations for their full-time or part-time position and can be reasonably completed within thirty-five (35) hours, or corresponding hours for part-time, except in extraordinary circumstances. No employee shall incur retaliation or adverse consequences for requesting such workload review. Employees must accurately complete and submit semi-monthly timesheets in order to enable management to regularly review staff workloads.

Section 5. Travel

All hours spent traveling to and from a location for assigned Common Cause work, not inclusive of regular commute time, are considered working hours.

Section 6. Outside Employment

If an employee is planning to accept an outside position or be involved in another business of any type, that employment or engagement must not conflict in any way

with his or her responsibilities within Common Cause and must not be done during standard Common Cause working hours. Common Cause work shall be prioritized over other part-time work when extraordinary situations arise and required notice is provided. Following the current practice, an employee is expected to notify his or her supervisor and the VP of People, Equity, and Inclusion upon entering an agreement to work outside Common Cause. Any outside employment or engagement must comply with Common Cause's conflict of interest and nonpartisanship policies.

Section 7. Release Time for Union Responsibilities

Upon notification by the Guild, employees designated as Union representatives or stewards shall be granted reasonable time off from their work, without loss of pay, to conduct necessary Union business administering the contract. This provision will also be applicable for any employee involved in a grievance or potential grievance. The organization will permit designated employees to conduct necessary Union business except in the situation of legitimate organizational necessity requiring the employee's attendance.

Article 17. Job Classifications and Salary

Section 1. Standardization of Job Descriptions and Classifications

Bargaining Unit Job classifications are based on the required incoming experience, scope of responsibility, authority, and autonomy expected for the role.

To create greater uniformity, clarity, and equity in Bargaining Unit positions and their corresponding titles, the Labor Management Committee will review the job descriptions for current Unit employees and make recommendations to Management for title standardization no later than three (3) months following the finalization of this agreement. Final decisions on title standardization and job classification are retained by Management. The Union reserves the right to request negotiations over the job classification level for any new Bargaining Unit job title added after the ratification of this Agreement that does not conform to Common Cause's standard titles.

Job classifications are as follows:

Job Level	Roles	Description
1	Associate, Coordinator, Organizer	No previous experience required; ownership of individual goals; own individual tasks
2	Manager, Specialist	Minimum of 2 years' related experience required, including campaign experience, ownership of individual goals; own individual tasks and may lead small projects
3	Program Lead, Functional Area Lead, Strategist	Minimum of 4 years' related experience required, ownership of individual goals and may own substantive portion of a team or program-wide goal; leads small/medium projects

4	Senior Program Lead, Senior Functional Area Lead	Minimum of 5 years' related experience required, ownership of individual goals and substantive portion of a team or program-wide goal; leads large project and/or program area
5	Program Director, State Director, Functional Area Director	Minimum of 7 years' related experience required, including campaign experience, ownership of team or program-wide goals; leads a program or functional area

Section 2: Initial Step Placement

At the time of initial offer, an employee's salary will be determined by placement on the step structure and pay scale set forth in Appendix A based upon their full and partial years of relevant work experience.

Upon ratification of this contract, incumbent employees will be placed on the wage scale according to their job category, related work experience and years of experience with Common Cause. No such Unit member's salary as of the ratification date will be reduced during this process; however, in the event the incumbent employee's salary as of the ratification date exceeds the maximum applicable to their placement as set forth in Appendix A, the employee's salary will remain as is pending future increase in the applicable pay scale, but the employee will receive a \$1750 bonus.

All employees shall receive a one-time \$500 bonus upon ratification of this Agreement.

Section 3: Annual Salary Increases

Effective each July 1, during the term of this Agreement, Unit employees shall move according to the step scale set forth in Appendix A to reflect their time at Common Cause.

Effective each July 1, during the term of this Agreement, all Unit employees will receive a 3% COLA and will move to the new salary scale according to Appendix A. In the event an employee's salary exceeds the maximum applicable to their placement as set forth in Appendix A, the employee's salary will remain as is pending future increases in the applicable pay scale maximum, but the employee will receive a \$1750 bonus.

Section 4: Geographic Pay Differential

A geographic pay differential accounts for variations in the cost of labor across work locations. While an employee's primary work location is in a geography subject to a pay differential, they will receive a temporary percent pay adjustment to their salary according to the following schedule and based on GS location definitions:

- San Jose-San Francisco-Oakland 16%
- New York-Newark, NY-NJ-CT-PA 7%
- Los Angeles-Long Beach 6%
- Houston-The Woodlands, TX 5%
- Washington-Baltimore-Arlington, DC-MD-VA-WV-PA 3%
- San Diego-Chula Vista-Carlsbad, CA 3%
- Boston-Worcester-Providence 2%
- Hartford 2%
- Seattle-Tacoma, WA 1%

A pay differential is based upon an employee's primary work location. If an employee relocates to a primary work location that is not subject to a pay differential, they will no longer receive it.

Current Common Cause employees will receive the appropriate geographic pay differential upon ratification of this contract.

Article 18. Benefits and Insurance

Common Cause will continue to maintain and administer all current employee insurance and benefits programs listed in this Article, in accordance with the applicable provisions of this Article and in accordance with the formal governing documents (“Plan Documents”) governing such benefits programs. In the event of a difference between the Plan Documents and any summary or other description, the Plan Documents will control.

Any benefits listed in this Article that Common Cause provides to bargaining unit employees will be provided on the same terms and conditions as such benefits are provided to the Employer’s non-bargaining unit employees.

Section 1. Health Insurance

During the term of this Agreement the Employer’s medical plan will be administered in accordance with its formal governing documents (“Plan Documents”), and in the event of a difference between the Plan Documents and any summary or other description the Plan Documents will control.

Employees and their eligible dependents are eligible to participate in the medical plan on the first day of the month following the employee’s date of hire, in accordance with the Plan Documents. During the term of this Agreement Common Cause will cover 97% of the premium for employee-only medical care and 75% of the premium for family medical care.

Section 2. Comprehensive Sexual and Reproductive Care

All health plans offered to bargaining unit members shall cover comprehensive sexual and reproductive healthcare services, including contraceptives, abortion services (procedural and pharmaceutical), PREP, and gender affirming care. All plans shall include coverage of telehealth services, including treatment by out-of-state providers who are in-network.

The Employer shall also make emergency funding available to reimburse an employee’s emergency medical and travel expenses, not otherwise covered by any insurance or other benefit program under this Agreement, up to a total amount of no more than \$2000 per employee during the term of this agreement. Employees may request such emergency reimbursement without submitting documentation.

Section 3. Dental Insurance

During the term of this Agreement the Employer’s dental plan will be administered in accordance with its formal governing documents (“Plan Documents”), and in the event of difference between the Plan Documents and any summary or other description the Plan Documents will control.

Employees and their dependents are eligible to participate in the dental plan on the first day of the month following the employee's date of hire, in accordance with the Plan Documents. During the term of this Agreement, Common Cause shall pay 100 percent of the premium for this benefit.

Section 4. Vision Insurance

During the term of this Agreement the Employer's vision plan will be administered in accordance with its formal governing documents ("Plan Documents"), and in the event of a difference between the Plan Documents and any summary or other description the Plan Documents will control.

Employees and their dependents are eligible to participate on the first day of the month following the employee's date of hire, in accordance with the Plan Documents. During the term of this Agreement, Common Cause shall pay 100 percent of the premium for this benefit.

Section 5. Flexible Spending Accounts ("FSA")

During the term of this Agreement, Common Cause shall maintain and administer its current FSA programs, including for Medical and Dependent Care expenses, in accordance with the programs' formal governing documents ("Plan Documents").

Section 6. Life and Accidental Death and Dismemberment (AD&D) Insurance

During the term of this Agreement, Common Cause's Life and AD&D insurance benefits will be administered in accordance with their formal governing documents ("Plan Documents").

Employees are eligible for Life and AD&D insurance on their first day of employment, in accordance with the Plan Documents. During the term of this Agreement, Common Cause shall pay 100 percent of the cost of providing \$50,000 of Group Term Life Insurance coverage, and 100 percent of the cost of providing an Accidental Death & Dismemberment benefit equal to the Group Term Life benefit amount if loss is due to accident or injury. Employees may convert the policy to an individual life insurance policy upon termination of employment at their own expense.

Section 7. Short-term Disability Insurance

Within 90 days of the ratification of this agreement, and thereafter during the term of this Agreement, Common Cause will provide a short-term disability plan for all employees who work at least 80% of a regular work week and will administer this Short-Term Disability Benefit in accordance with the plan's formal governing documents ("Plan Documents"). During the term of this Agreement, Common Cause shall pay 100 percent of the cost of this benefit. Short-term disability benefits are

available for employees who become disabled and are unable to work for more than seven (7) consecutive days but less than ninety (90) days and shall pay at least 60% of the employee's pre-disability salary or average wages up to a maximum weekly benefit of \$1200/week for up to 12 weeks.

Section 8. Long-term Disability Insurance

During the term of this Agreement, Common Cause will administer its Long-Term Disability benefit in accordance with the program's formal governing documents ("Plan Documents"). Employees are eligible for long-term disability on their first day of employment, in accordance with the Plan Documents. During the term of this Agreement, Common Cause shall pay 100 percent of the costs of this benefit. Long-term disability benefits become available after 90 days of disability and shall pay at least 60% of the employee's pre-disability salary or average wages not to exceed \$6,000/month.

Section 9. Information about Benefits

Common Cause shall transmit to each new unit hire, as part of the onboarding process, information in writing via email describing the benefits to which that employee is entitled under this Agreement, along with contact information for an employee in the People, Equity, and Inclusion department with whom the employee may consult about questions regarding benefits. Such information shall be provided within the first two weeks of employment.

At least two (2) weeks before the start of each annual open enrollment period, Common Cause shall provide all employees with information about the available benefits programs, along with contact information for an employee in the People, Equity, and Inclusion department with whom the employee may consult about questions regarding benefits.

Section 10. COBRA

The following is a summary of employees' COBRA options and does not replace or modify any applicable statutory and regulatory requirements.

Employees who end their employment with Common Cause whether voluntarily or involuntarily are eligible for COBRA on the first of the month following their termination date.

In the case of a loss of coverage due to the end of employment or the reduction in hours of employment, coverage may generally be continued for up to 18 months. Employees are sent information via mail with instructions on enrolling. They and any of their qualified dependents are eligible under the same plans and coverage tier that they were under during their employment at Common Cause

When the qualifying event is the end of employment or reduction of the employee's

hours of employment, and the employee became entitled to Medicare (under Part A, Part B, or both) less than 18 months before the qualifying event, COBRA coverage for qualified beneficiaries (other than the employee) who lose coverage as a result of the qualifying event can extend up to 36 months from the date of the employee's Medicare entitlement. For example, if a covered employee becomes entitled to Medicare 8 months before the date on which her employment terminates, COBRA coverage for her spouse and children who lost coverage as a result of her termination of employment can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus 8 months).

Article 19. Retirement

Section 1. Employee Benefit Plan

Effective January 1, 2025, the employer shall establish a 401(k) Safe Harbor plan (Employee Benefit Plan) for the benefit of the employees of the Common Cause Education Fund. The employer shall maintain and administer the Employee Benefit Plan in accordance with the formal documents covering the plan ("Plan Documents"). In the event of a difference between the Plan Documents and any summary or other description the Plan Documents will control.

Under the terms of the Employee Benefit Plan:

- a. All current employees will be automatically enrolled in the Employee Benefit Plan upon plan creation. All new hires will be automatically enrolled in the Employee Benefit Plan upon hiring.
- b. Employees will be immediately eligible to contribute to the plan through pre-tax payroll deductions at the time of hire. Participants may contribute up to 90% of their compensation each year or up to Federally mandated limits.
- c. The employer shall match employee contributions to the Employee Benefit Plan at the rate of one-and-a-half dollars for every dollar an employee contributes up to a maximum of 4% of their salary.
- d. All current and new employees will immediately vest at 100% in all employer contributions made after January 1, 2025.
- e. All employer contributions and any earnings generated prior to the establishment of the new plan will continue to vest based on the pre-existing years of service noted below:
 - i. One year but less than two years: 25%
 - ii. Two years but less than three years: 75%
 - iii. Three years or more: 100%
 - iv. Attainment of age 55: 100%

Financial retirement planning presentations to all employees will be offered by the Organization at least once annually. The Organization will provide the Guild with at least two (2) weeks' notice for this session, which shall be held during normal business hours and not on any religious holiday. There will be no charge to employees for these presentations, and employees will be afforded the opportunity for brief individualized consultation with adviser(s).

Any significant changes to the Employee Benefit Plan must be bargained and agreed to by the Guild.

Article 20. Reduction in Force, Severance and Recall

“Date of Separation” for purposes this Article shall mean the effective date of an employee’s layoff.

Section 1. Notice of Reduction in Force/Layoffs

While Common Cause shall attempt to avoid layoffs, should Common Cause be required to lay off employees for financial or operational reasons not related to performance, Common Cause will notify employees facing layoff and the Guild at least forty-five (45) days in advance of the scheduled lay off. Common Cause shall provide the Guild with: 1) number of employees to be laid off in each department, 2) an explanation for the layoffs, 3) the identity by position and name of the Bargaining Unit Employees to be laid off, (4) the reason each Bargaining Unit Employee was selected for layoff, and (5) the date of the layoff as well as all relevant background financial or other information about the need for a layoff. Common Cause shall make layoffs in inverse seniority order within classifications within the following departments: Programs; States; People, Equity, and Inclusion; Finance & Administration; External Affairs; and the Office of the President. Upon request, Common Cause and the Guild will meet for the purpose of discussing layoffs and to consider the means by which the impending hardship of such layoffs may be mitigated.

Section 2. Severance

Employees who have been laid off under this section will be paid severance equal to one (1) months’ pay, plus an additional two (2) weeks pay per year seniority, up to a maximum of fourteen (14) weeks at their pay rate as of their Date of Separation at time of layoff

The severance amount for partial years of service shall be prorated.

Laid-off employees who elect COBRA continuation coverage will remain covered under the Employer’s health plan, through Employer subsidy of their COBRA premiums at the cost share in effect at time of layoff, for three (3) months from the date of separation or until otherwise covered by health insurance, whichever comes first.

Section 3. Payment of Severance

Following the end of severance payments, laid off employees who elect COBRA

continuation coverage shall be eligible for continued medical coverage by paying their own COBRA premiums through Common Cause-sponsored COBRA plan, at no cost to Common Cause, after the end of their Employer-paid COBRA coverage. Medical and welfare benefits covered by this section shall include inpatient and outpatient hospital care, physician care, surgery and other major medical benefits, prescription drugs, dental and vision care; and any other medical benefits ordinarily covered by Common Cause's health plan.

The Employer will pay severance as part of the employee's final paycheck. Employees who are laid off will receive the value of their accrued and unused vacation time (based on current salary at Date of Separation) in addition to severance.

Section 4. Recall - Rights of Laid Off Employees

Laid-off employees shall remain on a recall list for two (2) years from the date of layoff. During the two (2) years recall period, laid-off employees shall be recalled to their former position if it becomes open, and will receive first consideration for any other Bargaining Unit job openings for which Common Cause reasonably determines they have minimum qualifications. Where two or more laid off employee candidates for recall are deemed by Common Cause to be substantially equal in the relevant respects, seniority will be given primary consideration for rehiring. Laid-off employees shall have the right to refuse recall or any other offer of employment. Laid-off employees may choose to remain on the recall list even after refusing recall or other offer of employment and shall continue to be eligible for recall or re-employment in accordance with this Section 3 until the end of the two year recall period.

Upon rehiring of a laid off employee to a Bargaining Unit position directly from the recall list under this Section 3, their time spent on a recall list will be counted for purposes of computation of seniority.

Article 21. Seniority

Seniority means an employee's length of employment with Common Cause and not length of service in a particular department, job or position. Calculation of seniority shall include all time worked for Common Cause, even if discontinuous, and shall include time as either a bargaining unit or non-bargaining unit employee. For part-time employees, time worked for Common Cause shall be included in the calculation of seniority on a *pro rata* basis. For employees who have worked for Common Cause as a full-time temporary employee, part-time temporary employee, or full-time intern or full-time fellow, time worked for Common Cause shall be included in the calculation of seniority on a pro rata basis. For laid-off employees, time on the recall list shall be included in the calculation of seniority.

For employees currently on staff as of ratification of this agreement, time worked as a full-time consultant or contractor shall be included in the calculation of seniority.

Common Cause shall include calculation of seniority in the information provided to the Guild under Article 3 (Information Furnished to the Guild).

Employees on a leave of any kind will be deemed to have accrued seniority during their leave.

Article 22. No Strike No Lockout

During the term of this agreement there shall be no strikes or work stoppages, nor lockouts.

Article 23. 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 24. Successors and Assigns

Section 1. This Agreement shall bind the signatories hereto, their successors, and assigns.

Section 2. In the event the Employer agrees to a sale, lease, merger, consolidation, or other transaction by which operations covered by this Agreement are transferred, in whole or in part, to another employer, this Agreement shall be binding upon the other employer for employees working in said transferred operations.

Section 3. The Employer shall give the Union reasonable advance notice of any such anticipated agreement and shall call this provision to the attention of the third party prior to concluding any such agreement.

Article 25. Effective Date and Duration

This Agreement will take effect as of July 1, 2024 (“Effective Date”), and will remain in effect until 11:59 pm ET on June 30, 2027 (“Expiration Date”), and shall inure to the benefit of and be binding upon the successors and assigns of the Employer.

Within 90 days prior to the Expiration Date of this Agreement, the Employer or the Guild may initiate negotiations for a new contract to take effect on July 1, 2027. In the event this Agreement expires before the Parties conclude a successor collective bargaining agreement, the wages, hours, and working conditions established under this Agreement will be the continuing post-expiration “status quo” as required under the National Labor Relations Act.

Upon expiration, all waivers of rights – including No Strike No Lockout clauses – will terminate.

Agreed to on July 16, 2024

For the Employer

Jordan Davis
Reginald Bryant Jr.
Duane D. Johnson
SEM

For the Union

Christopher Paul
Kevin Morris Davis
J. Oll
M. K.
De. L. H.
Victor Sue
Samuel Spivey

Appendix A

July 1, 2024

		Step	Step	Step	Step	Step	Step	Step	Step	Step
		1	2	3	4	5	6	7	8	9
Job Level	Role	Min	12.50%	25.00%	37.50%	50.00%	62.50%	75.00%	87.50%	Max
1	Organizer, Coordinator, Associate	0<>1	1<>2	2<>3	3<>4	4<>5	5<>6	6<>8	8<>10	10+
		\$62,000	\$64,000	\$66,000	\$68,000	\$70,000	\$72,000	\$74,000	\$76,000	\$78,000
2	Manager, Specialist	2<>3	3<>4	4<>5	5<>6	6<>8	8<>10	10<>12	12<>14	14+
		\$70,000	\$72,125	\$74,250	\$76,375	\$78,500	\$80,625	\$82,750	\$84,875	\$87,000
3	Program Lead, Functional Area Lead, Strategist	3<>4	4<>5	5<>6	6<>8	8<>10	10<>12	12<>14	14<>16	16+
		\$80,000	\$81,875	\$83,750	\$85,625	\$87,500	\$89,375	\$91,250	\$93,125	\$95,000
4	Senior Program Lead, Senior Functional Area Lead	5<>6	6<>7	7<>8	8<>10	10<>12	12<>15	15<>18	18<>21	21+
		\$95,000	\$96,875	\$98,750	\$100,625	\$102,500	\$104,375	\$106,250	\$108,125	\$110,000
5A	Executive Director, Director	7<>8	8<>9	9<>10	10<>12	12<>14	14<>16	16<>18	18<>21	21+
		\$105,000	\$107,500	\$110,000	\$112,500	\$115,000	\$117,500	\$120,000	\$122,500	\$125,000

July 1, 2025

		Step	Step	Step	Step	Step	Step	Step	Step	Step
		1	2	3	4	5	6	7	8	9
Job Level	Role	Min	12.50%	25.00%	37.50%	50.00%	62.50%	75.00%	87.50%	Max
1	Organizer, Coordinator, Associate	0<>1	1<>2	2<>3	3<>4	4<>5	5<>6	6<>8	8<>10	10+
		\$63,860	\$65,920	\$67,980	\$70,040	\$72,100	\$74,160	\$76,220	\$78,280	\$80,340
2	Manager, Specialist	2<>3	3<>4	4<>5	5<>6	6<>8	8<>10	10<>12	12<>14	14+
		\$72,100	\$74,289	\$76,478	\$78,666	\$80,855	\$83,044	\$85,233	\$87,421	\$89,610
3	Program Lead, Functional Area Lead, Strategist	3<>4	4<>5	5<>6	6<>8	8<>10	10<>12	12<>14	14<>16	16+
		\$82,400	\$84,331	\$86,263	\$88,194	\$90,125	\$92,056	\$93,988	\$95,919	\$97,850
4	Senior Program Lead, Senior Functional Area Lead	5<>6	6<>7	7<>8	8<>10	10<>12	12<>15	15<>18	18<>21	21+
		\$97,850	\$99,781	\$101,713	\$103,644	\$105,575	\$107,506	\$109,438	\$111,369	\$113,300
5A	Executive Director, Director	7<>8	8<>9	9<>10	10<>12	12<>14	14<>16	16<>18	18<>21	21+
		\$108,150	\$110,725	\$113,300	\$115,875	\$118,450	\$121,025	\$123,600	\$126,175	\$128,750

July 1, 2026

		Step	Step	Step	Step	Step	Step	Step	Step	Step
		1	2	3	4	5	6	7	8	9
Job Level	Role	Min	12.50%	25.00%	37.50%	50.00%	62.50%	75.00%	87.50%	Max
1	Organizer, Coordinator, Associate	0<>1	1<>2	2<>3	3<>4	4<>5	5<>6	6<>8	8<>10	10+
		\$65,776	\$67,898	\$70,019	\$72,141	\$74,263	\$76,385	\$78,507	\$80,628	\$82,750
2	Manager, Specialist	2<>3	3<>4	4<>5	5<>6	6<>8	8<>10	10<>12	12<>14	14+
		\$74,263	\$76,517	\$78,772	\$81,026	\$83,281	\$85,535	\$87,789	\$90,044	\$92,298
3	Program Lead, Functional Area Lead, Strategist	3<>4	4<>5	5<>6	6<>8	8<>10	10<>12	12<>14	14<>16	16+
		\$84,872	\$86,861	\$88,850	\$90,840	\$92,829	\$94,818	\$96,807	\$98,796	\$100,786
4	Senior Program Lead, Senior Functional Area Lead	5<>6	6<>7	7<>8	8<>10	10<>12	12<>15	15<>18	18<>21	21+
		\$100,786	\$102,775	\$104,764	\$106,753	\$108,742	\$110,731	\$112,721	\$114,710	\$116,699
5A	Executive Director, Director	7<>8	8<>9	9<>10	10<>12	12<>14	14<>16	16<>18	18<>21	21+
		\$111,395	\$114,047	\$116,699	\$119,351	\$122,004	\$124,656	\$127,308	\$129,960	\$132,613