

Collective Bargaining Agreement

between

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

and

The Center for Popular Democracy

January 1, 2017 - January 1, 2020

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Preamble

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

Article 1. Recognition/Coverage

Section 1 Recognition

The Center for Popular Democracy (CPD) hereby recognizes the Guild as the exclusive representative of all employees in the bargaining unit hereinafter defined for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment.

Section 2 Bargaining Unit

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

Section 3 Employees

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

Section 4 Interns

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

Section 5 Fellows & Limited-Term Employees

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

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

Fellows and other limited-term employees shall be subject to the provisions of the collective bargaining agreement between CPD and CPD employees, provided however that: (1) notwithstanding any other provision of the collective bargaining agreement, their employment may be terminated at any time during the term of their fellowship or limited-term employment; and (2) such terminations shall not be subject to the grievance/arbitration procedure.

Fellows and limited-term employees with an anticipated term of employment that is six (6) months or longer shall receive in writing no later than six (6) weeks before the end of their anticipated term of employment notice of whether CPD intends to retain them as an employee. Fellows and limited-term employees with an anticipated term of employment that is less than six (6) months shall receive in writing no later than two (2) weeks before the end of their anticipated term of employment notice of whether CPD intends to retain them as an employee.

Article 2. Union Security & Dues Deduction

Section 1 Union Members in Good Standing

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

accordance and consistent with applicable provisions of federal, District of Columbia, and state laws.

Section 2 Dues

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

Section 3 Payroll Deductions for COPE

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

Section 4 Indemnity

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

Article 3. Information Furnished to the Guild and CPD

Section 1 Annual Information

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

- a. name
- b. start date
- c. classification (for example, full-time, part-time, fellow)
- d. rate of pay, whether hourly or salary
- e. work location
- f. date of birth
- g. ethnic group when known

- h. gender when known
- i. home address

Section 2 Monthly Information

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

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

Section 3 Notification of Changes

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

Article 4. Management Rights

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

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

Section 1 Union Meetings

Subject to availability and upon reasonable request by the Guild, CPD shall provide space on its premises and use of its communications technology for meetings of bargaining unit employees at mutually agreeable times. Employees shall be excused with pay for one (1) hour each month to

attend Union-called meetings during employees' lunch break; CPD will provide coverage during this meeting to ensure front desk staff are able to attend.

Section 2 Conduct of Union business by bargaining unit employee-representatives

Upon advance request by the Guild, unit employees designated as Union representatives shall be granted time off from their work, without loss of pay, to conduct necessary Union business administering the contract (including grievance handling but excluding participation in the Labor Management Committee), up to a maximum of forty-eight (48) hours in total for all such Union business by bargaining unit employees within a given calendar year. The Guild's request for leave should be submitted as early as possible, and leave requests shall be granted by CPD except in the case of a legitimate organizational necessity requiring the employee's attendance. No more than two (2) employees shall be entitled to Union business leave pursuant to this subsection at any one time. The Guild shall notify CPD in writing of employees designated under this section.

Section 3. Participation in Union negotiating committee

A bargaining committee, whose size may be up to 10% of the bargaining unit for a maximum of six (6) members, may be designated by the Guild with employees to be excused from their work, without loss of pay, to participate in the Guild's contract negotiating committee for a maximum of two (2) hours per week per negotiating committee member for use at the bargaining table and in caucus during bargaining sessions, for the duration of contract negotiations. Negotiating leave available under this section shall be in addition to the Guild business leave available under Section 2, above. The Guild shall notify CPD in writing of the members of the committee before the commencement of bargaining.

Section 4. Additional Release Time

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

Article 6. Grievance & Arbitration

Section 1 Grievant Definition

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

Section 2 Grievance Definition and Initiation

A grievance means a dispute or controversy arising out of or involving the interpretation, application, administration or alleged violation of this Agreement, except as explicitly excluded from this Article.

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

Section 3 CPD Response

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

Section 4 Arbitration

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

this period to confer and attempt to amicably reach final resolution of the grievance and thus avoid arbitration. The parties may also agree to extend this period to permit further investigation, discussion, and negotiation for resolution.

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

Section 5 Extension of Time Limits

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

Article 7. Hiring; Internal Applicants

CPD shall notify all employees, by email or similar method, of any vacancy in an existing or newly created position it intends to fill. CPD may also advertise the position externally at the same time it posts internally.

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

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

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

Where CPD is deciding between two internal applicants whose qualifications, in CPD's judgment,

are substantially equal, seniority shall be given primary consideration.

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

Article 8. Probation

All new employees shall serve a three (3) month probationary period, beginning on his/her first day of work, which shall be extended to six (6) months on notice by CPD to the Guild prior to the end of month three (3). During the probation period, CPD shall have the unlimited right to discipline or discharge the employee, and such discipline or discharge shall not be subject to the grievance procedure set forth in Article 6. Prior to the end of month three (3), or month six (6) if probation is extended, the supervisor will provide feedback on performance to date, and any areas of concern that could lead to termination or a changed job description. Failure to provide such evaluation is not grievable.

No later than the end date of the probationary period, the employee will receive the following notifications in writing:

- whether he/she will be moved to permanent status or terminated;
- a job description for a permanent position if offered (either identical to the first or reflecting changes made);
- any changes in title or salary attendant with changes in job description.

Article 9. Seniority

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

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

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

Article 10. Job Descriptions

CPD will provide each employee, within one (1) week of the employee's start date, a job description of the duties and responsibilities which the employee is expected to perform, in a standardized organizational format which shall include a method of estimating the annualized amount of time to spend on each category of the job. A copy of the job description will be maintained in the employee's personnel file.

The job description will be reviewed and updated at the end of the employee's probationary period and annually, and at the employee's request to his/her supervisor if there are significant changes to responsibilities or role.

For changes to job descriptions made after the initial hire, the employee will have the opportunity to share input regarding changes to their job description through his/her supervisor prior to CPD's finalization of the revised description. CPD retains the right to establish positions and define and revise job descriptions as needed to carry out the work of the organization.

Article 11. Remote Work and Flex Time

Section 1. Eligibility

To be eligible for either Remote Work or Flex Time, employees must:

- have successfully completed their probationary period;
- have no record of disciplinary actions within the preceding calendar year; and
- their job duties must be suitable to a remote work arrangement, as determined by their supervisor.

Section 2. Remote Work

Subject to the limitations noted below, employees may work off-site one (1) day each week. This may be the same day each week, or a floating day. The supervisor may, at his/her discretion, limit

which day of the week employees may select as either a floating or set remote work day. In the case of a floating day, employees are responsible for notifying their supervisors of their intention to use a floating day at least one (1) day in advance.

Additional Remote Days:

Employees may request additional days to work from home up to a maximum of three (3) days per week, subject to supervisor approval. This arrangement can be temporary or permanent.

In order to request additional remote work days, an employee must file an official request with their immediate supervisor. If the remote work arrangement spans more than one (1) workweek, supervisors and team members should meet to discuss details and set specific goals, schedules and deadlines.

CPD has the right to determine that an employee cannot work remotely (floating, set, or additional remote days), or to terminate or modify a remote arrangement at any time. Employees are not required to work remotely and have the right to refuse remote work if the option is made available.

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

Section 3. Flex Time

Both parties acknowledge that the nature of CPD's mission requires employees to be available during regular work hours. However, where an alternate fixed schedule (temporary or long-term) would improve employee's work-life balance or facilitate completion of outside responsibilities, employees may request such a schedule subject to approval by the supervisor and the Director of Operations & HR, provided that they work the hours expected of their positions each week.

The following flex time arrangements are examples of potential arrangements, subject to the approval of the supervisor and the Director of Operations & HR:

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

response to colleagues, affiliates and allies.

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

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

Article 12. Travel Time

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

As is reasonable and feasible, employees will engage in their work during travel time. Both CPD and the Guild recognize that the nature, timing, or frequency of CPD-required travel may prevent employees from engaging in work during that time, and recognize that such time is considered work time, regardless of whether employees were able to engage in work while traveling.

Article 13. Supervision and Workload

Section 1. Supervision Meetings

Regular supervision meetings shall be held between supervisors and employees at least twice a month, at a mutually agreeable and pre-scheduled time. Supervision meeting agendas shall generally follow a standardized process (see Appendix B: CPD Supervision Agenda Template), with adjustments made through mutual agreement between supervisor and employee. Both parties should aim to give twenty-four (24) hours prior notice if a meeting is to be rescheduled, and then find an alternate time.

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

Section 2. Work Planning and Workload

By the end of the employee's first month of employment, and on at least a quarterly basis, the employee and his/her supervisor shall create and/or revise a workplan for the employee, reflecting the employee's job description, team goals, and mutually agreed-upon professional development goals, and including clear benchmarks.

At least quarterly, or upon request by the employee, supervision meetings shall be used to assess the employee's current workplan against his/her job description and team goals, especially in regards to the estimated versus actual percentage of time spent on defined work areas. Where the supervisor deems it necessary, adjustments shall be made, either to update the job description to reflect any changes to the employee's role and responsibilities, or to shift projects in order to achieve a more sustainable workload.

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

Article 14. Evaluation

Section 1. Formal Performance Evaluation

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

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

Formal performance evaluations shall occur during the last quarter of each calendar year in anticipation of the merit pay process described in Article 22 .

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

Section 2. Peer Feedback/360 Evaluation

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

Article 15. Professional Development

Section 1. Employer-required training

CPD shall pay the expenses of any training it deems necessary for employees' performance and requires employees to participate in. Time spent at Employer-required trainings shall be considered regular work time, and the Travel and Per Diem policy described in Article 21 shall apply for any associated travel expenses.

Section 2. Employee-initiated training or education

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

Each year, each employee will work with his or her supervisor to develop a plan to meet their personal and professional development goals during the course of the year, and which will be reviewed as part of the employee's annual evaluation. Only time spent in CPD-approved professional development activities counts as work time.

CPD will offer up to \$500 per employee per year, to cover costs of CPD-approved professional development activities. This benefit does not roll over from one year to the next.

To be eligible for professional development funding, the employee must be a full-time bargaining unit employee beyond their probationary period. All professional development funding must be applied within the first three quarters of the calendar year.

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

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

Article 16. Access to Personnel Files

Section 1. Maintenance of Files

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

Section 2. Confidentiality of Files

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

Section 3. Guild Access to Files

When reasonably required in the judgment of a Guild representative, including both local and national representatives, to administer the Agreement or to process a grievance, and upon presentation of an employee's signed access authorization, CPD will make available for review

and furnish copies to the Guild representative all, or designated, materials in an individual employee's personnel file. Absent an employee's authorization, the Guild representative shall be provided with personnel file materials relevant to administering the Agreement or to processing a grievance, subject to any limitations imposed by law.

Section 4. Employee Access to Files

An employee has the right of access to his/her official personnel file within two (2) business days of a written request by the employee to CPD . An employee has a right to respond in writing to any material in the employee's official personnel file. The employee shall receive a copy of any material related to discipline or job performance that is put into his/her official personnel file. The employee has the right to have his/her written response to any material related to discipline or job performance in the official personnel file attached to the material.

Article 17. Layoffs & Severance

Section 1. Layoffs

CPD shall notify the Guild and the affected employee at least forty-five (45) days in advance of any reduction in force or layoff. CPD shall provide the Guild with background information about the need for a reduction in force and the employee(s) under consideration for layoff. Overall relevant context could include, for example, changes in funding levels and type of funding (e.g., general operating or project-based), changes in the fundraising landscape for continued work on an issue, etc.

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

During the period prior to a layoff, CPD and the Guild will meet to discuss the rationale for the reduction in force, the relevant criteria for making a final determination as to which employees will in fact be laid off, and possible alternatives to layoff. Fifteen (15) days after the initial notice, CPD shall update the Guild concerning any changes to the list of employee(s) facing layoff.

At the end of the forty-five (45) day period, should CPD deem it appropriate to proceed with a reduction in force, it shall be within CPD's discretion to make a determination of which employees

to lay off, based on the relevant criteria. Where two or more employees are under consideration for layoff and are deemed to be substantially equal in the relevant respects, seniority shall be given primary consideration. A laid off employee shall have recall rights, in order of seniority, to a job for which CPD reasonably deems she or he is qualified, based on the relevant criteria determined by CPD, for up to one year from date of layoff.

Section 2. Severance

Employees being laid off who have worked for more than six (6) months shall receive one (1) week's salary for every one (1) year of employment, with the amount of partial years of service prorated. For employees who have worked more than six (6) months, CPD will pay COBRA premiums for one (1) month for employees with six (6) months to one (1) year of services and two (2) months for employees with more than one (1) year of service.

Article 18. Job Security, Discipline & Discharge

Section 1. There shall be no discipline or discharge of non-probationary employees without just and sufficient cause.

Section 2. Discipline shall be applied progressively by CPD except in the case of gross misconduct, and shall be applied within twenty (20) working days of the event(s), or the discovery of the event(s) giving rise to the discipline.

Section 3. The Guild shall be notified in writing, simultaneously with the employee, of any discipline or discharge.

Section 4. If no other discipline has been received, notices of discipline shall be removed from an employee's personnel record twelve (12) months after issuance.

Article 19. Paid Time Off

The leave policies below apply to all employees, but the calculations pertain to full-time employees only. Part-time employees are offered a pro-rated amount of leave based on the percentage they work compared to a full-time employee.

For any type of leave, except in the case of holidays, employees must first contact their supervisor for approval. In the case of illness, emergency absences or personal days, the employee should notify their supervisor as soon as possible.

Section 1. Vacation Days

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

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

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

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

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

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

Vacation payout will be calculated as follows: An employee's daily rate is found by dividing their annual salary by the number of weeks in the year (52) and the number of days in a week (5).

Once the daily rate is calculated, it is multiplied by the number of days to be paid out.

Accrual of vacation time for full-time employees will occur on a rolling basis. Employees cannot accrue more than thirty (30) unused vacation days. Once the vacation accrual cap is reached, employees must use vacation days in order to continue accruing. Employees may carry over a maximum of twenty (20) days of accrued unused vacation to the next calendar year.

Section 2. Compensatory Leave

a. Whenever an overtime-exempt employee works seven (7) or more CPD standard full-time consecutive days, the overtime-exempt employee shall be entitled to additional compensatory time off at a ratio of one day for every seven (7) CPD standard full-time days worked.

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

Section 3. Holidays

CPD will be closed on: Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving and all days between and including Christmas Eve and New Year's Day. All staff will be paid for these days. With the approval of the supervisor, staff may swap up to three (3) paid holidays per year for other days of cultural or religious observance.

Section 4. Sick and Safe Leave

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

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

Unused sick and safe days from previous years do not roll over and unused days may not be

cash in for salary.

Sick and safe leave is to be taken in the event an employee or a close family member are sick, or for a regular dentist, eye-care or doctor visit, where it is not possible to make such an appointment for after-work hours, and for absences associated with domestic violence or sexual abuse, including court appearances or cooperation with law enforcement. Sick leave is not an all-purpose leave. A close family member is defined as a spouse, child, parent, sibling, sibling-in-law, grandparent, aunt, uncle, guardian, parent-in-law, grandparent-in-law or domestic partner.

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

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

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

If, under an emergency, an employee has exhausted his or her paid sick and safe leave and/or is absent due to illness or injury for more than two (2) days, he or she may take unpaid leave for two to three (2-3) days without the threat of termination, provided he or she submits written verification from a physician and information about the date of return to work. After that time, CPD may terminate an employee who is unable to return to work after using all sick leave available under CPD's policies or required by law. Similarly, if an employee is absent due to an emergency, he or she may be required to provide details and supporting documentation of the reasons for the absence.

If an employee needs sick or safe leave but has not yet accrued sufficient time to take paid time off, the employee should contact his or her supervisor, who will not unreasonably withhold time off. It will be counted against paid sick and safe time accrued in the future.

Section 5. Emergency Supplemental Sick Days

CPD may grant full-time employees up to ten (10) supplemental, paid sick days in the case of a medical emergency in the event that said full-time employee has exhausted all of her/his regular sick days for that year. Medical emergencies include serious illness or hospitalization of a staff member or a staff member's close family member. Supplemental sick days must be approved by the employee's supervisor and requires written verification from the employee's physician or the employee's family member's physician.

For employees who work partial years, they will receive a pro-rated number of emergency supplemental sick days for that year, e.g., employees who start July 1 will receive five (5) days.

Section 6. Personal Leave

All full-time employees will receive five (5) paid personal days per each calendar year accrued at .417 days/ per month. Personal days cannot be carried over from year to year. Unused personal days may not be cashed in for salary.

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

Section 7. Parental Leave

A full-time employee may take parental leave of up to twelve (12) weeks for the birth or adoption of a child, or ten (10) days for the birth of a grandchild. Unused parental leave expires eighteen (18) months after the date of birth or date of adoption of the new child. Unused parental leave cannot be cashed out under any circumstances.

Full-time employees who have worked:

- More than six (6) months but less than a full year will receive pay for four (4) weeks of this time.
- Beginning on the first day of an employee's thirteenth (13th) month, the employee will accrue additional paid parental leave at a rate of two (2) days per month up to a maximum of twelve (12) weeks (60 days) total.

In addition to the parental leave provided in this section, employees may also use other accrued paid leave as parental leave, including vacation, personal and sick leave. Additional unpaid parental leave may be granted to an employee upon approval of the supervisor and Director of Operations & HR.

An employee who takes parental leave extends a good faith commitment to the organization that he or she will come back to his or her position after the parental leave is over.

Section 8. Family Leave

Full-time employees will be paid for up to five (5) days of family leave annually due to a serious illness of:

- (a) the employee's spouse or domestic partner;
- (b) a parent, grandparent, child, grandchild, stepchild, sibling, aunt or uncle of the employee or the employee's spouse/domestic partner; or
- (c) a person living in the same residential unit as the employee as part of a family unit.

An employee may request leave for the serious illness of a family member or relative not specifically enumerated above.

For employees who work partial years, they will receive a pro-rated number of family leave days for that year, e.g., employees who start July 1 will receive five (2.5) days.

Section 9. Employee Sabbatical

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

Section 10. Condolence Leave

Full-time employees are entitled to five (5) paid regular working days for the death of a close family member during any twelve (12) month period of employment. A close family member is defined as a spouse, child, parent, sibling, sibling-in-law, grandparent, aunt, uncle, guardian,

parent-in-law, or domestic partner. In cases where overseas travel is required, an employee may request that condolence leave be extended for an additional five (5) days.

Section 11. Jury Duty

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

Section 12. Unpaid Leave

Full-time employees who have worked at CPD for a minimum of two (2) months can request unpaid leave. Requests must be approved by the employee's supervisor. If the request is for one (1) week or more, it must be approved by the Co-Executive Director that oversees that employee's work area.

Article 20. Benefits

Section 1. Medical Insurance

Beginning on the first day of employment, CPD will provide individual health insurance coverage for all employees who work a minimum of thirty (30) hours per week, on a year-round basis, and pay 100% of the premium of such coverage for such employees, and a proportional share for employees who work less than full time but more than thirty (30) hours per week. Employees who work a minimum of thirty (30) hours per week have the option of extending group coverage to his/her dependents, with CPD to pay sixty-five percent (65%) of the additional cost of coverage for spouses/domestic partners, family, or children for full-time employees, and a proportional share for employees who work less than full time but more than thirty (30) hours per week. The employee shall pay the balance.

The employee may choose to opt out of the group health insurance plan as long as this does not jeopardize CPD's ability to maintain its group policy and the employee is able to provide proof of other eligible coverage. Upon doing so, the employee will be eligible to receive an opt-out payment per month added directly to their paycheck and taxed as income. The payment amount will be determined by CPD and the Guild prior to each open enrollment period and stay fixed until the next open enrollment period. Employees may choose to opt out at their time of hire, after a

qualifying event, and during CPD's open enrollment period. The opt-out payment will cease if the employee elects group coverage after initially opting out. Employees who work less than full time but more than thirty (30) hours will receive a proportional amount of the standard opt-out payment.

Section 2. Dental & Vision Insurance

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

Section 3. Life and Accidental Death & Dismemberment Insurance

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

SECTION 4. Long Term Disability Insurance

CPD will make a contribution on behalf of each employee who works a minimum of forty (40) hours per week to a disability insurance fund which starts if an employee is sick for more than seven (7) consecutive working days. Eligible employees who become disabled and are unable to work receive sixty percent (60%) of their salary after the first three (3) months of their disability.

SECTION 5. Retirement Plan

CPD will provide a 401(k) Plan. All employees shall be eligible for participation beginning on the first (1st) day of the month ninety (90) days after the date of hire.

CPD shall contribute two percent (2%) of an employee's base salary. CPD shall match an employee's contribution up to four percent (4%) of the employee's base salary.

Section 6. Flexible Spending Programs

CPD will provide Health Care and Dependent Care Flexible Spending Accounts (FSA), on the first (1st) day of the month ninety (90) days after the date of hire, to all employees who work a minimum of forty (40) hours per week on a year-round basis and who are scheduled to work longer than a three (3) month period. CPD contributes up to \$500 per year for health-related expenses to the Health Care FSA.

Section 7. Pre-Tax Transportation Program

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

Article 21. Payment of Work-Related Expenses & Reimbursements

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

Section 1. Travel

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

Section 2. Per Diem

Per Diem is meant to cover meals, tips and other incidental travel expenses not otherwise reimbursable. Receipts are not required to claim per diem payments and expenses covered by per diem payments should not be submitted for reimbursement.

Per diem shall be paid as follows:

- \$30 for
 - the day of departure, if departing after 12:00 p.m.;

- o the day of return travel, if landing before 7:00 p.m.; and
 - o days any meal is provided;
- \$50 for each full travel day and day spent on CPD business.

Section 3. Mobile Phone Reimbursement

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

Section 4. Other Work-Related Expenses

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

Article 22. Initial Offers, Annual Raises and Wage Scale

Section 1. Initial Offer

At the time of initial offer, employees in the unit will be placed into one of four categories by the Director of Operations & HR in consultation with the hiring supervisor (See Appendix C "Ranges to define offer").

All categories have a baseline salary and upper limits which set the allowed salary range at the time of offer. On a case by case basis, CPD and the Union may agree to waive the upper salary limit.

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

A. Standard Increases within a Category for Initial Offer:

- a. Relevant Work Experience: \$1,000 per year of relevant work experience over the base salary for the category, up to \$10,000.
- b. Geographic pay differential: A geographic pay differential to account for variations in the cost of living across work locations. Employees who live in cities which fall in the bottom third of metropolitan costs of living will receive no increase. Employees living in the middle third will receive \$3,500 and those living in the top third will receive \$7,000.
 - i. City listings are based on the Cost of Living Index listed on

Numbeo.com(https://www.numbeo.com/cost-of-living/region_rankings.jsp?title=2017®ion=019), or an alternative upon by CPD and the Union.

- ii. In the event that an employee moves from the city in which they received their offer to a less expensive one, they are entitled to keep the pay differential provided they have worked at CPD for at least 12 months.
- iii. In the event that CPD requires an employee to move to a more expensive city for work-related purposes, the employee will receive the pay differential. Employee-initiated moves are not subject to the geographic differential.

B. Discretionary Increases within a Category for Initial Offer:

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

Section 2. Categories

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

A. Category 1:

- a. Years of relevant work experience: Assumed starting point for employees with less than 5 years relevant work experience, unless CPD determines that demonstrated work performance and requirements of the role justify placement at Category 2.
- b. Definition:
 - i. Category for staff with a level of experience that means they require a high degree of support, supervision, and direction from supervisor and others at the organization.
 - ii. Generally operationalizes processes or strategies decided upon by their supervisor or other lead staff.
 - iii. All fellows (legal or otherwise) will be in this category and paid the baseline plus any geographic pay differential.
- c. Salary range for initial offer: \$40,000 plus geographic pay differential to \$65,000 plus geographic pay differential.

B. Category 2:

- a. Years of relevant work experience: Generally 6+ years relevant work experience
- b. Definition:

- i. Primarily responsible for prioritizing their own work. Brings significant knowledge of the field or organizationally-important technical skills/expertise.
 - ii. Portions of work responsibilities are designed/delegated by others; some are self-designed in line with team and organizational strategy.
 - iii. Handles a wide range of complicated work responsibilities.
 - c. Salary range for initial offer: \$55,000 plus geographic pay differential to \$80,000 plus geographic pay differential.
- C. Category 3:
 - a. Years of relevant work experience: Generally 10 or more years relevant work experience
 - b. Definition:
 - i. Those defined in Category 2 in addition to the following:
 - ii. Anchors a significant body of work in line with organizational strategy and with a high level of independence, or holds a deputy-type role for a significant sub-body of work within a multi-person team.
 - iii. Manages significant cross-departmental, cross-network, cross-movement work and/or relationships in a sustained fashion in a way that substantially increases CPD's capacity and/or impact.
 - c. Salary range for initial offer: \$70,000 plus geographic pay differential to \$100,000 plus geographic pay differential.
- D. Category 4:
 - a. Years of relevant work experience: Generally 12 or more years relevant experience
 - b. Definition:
 - i. Leads design and implementation of team or program-area work plan in line with organizational strategy.
 - ii. Designs and leads cross-departmental, cross-network, cross-movement work in a sustained fashion in ways that benefit the whole of CPD.
 - iii. Significant fundraising responsibility.
 - c. Salary range for initial offer: \$80,000 plus geographic pay differential to \$120,000 plus geographic pay differential.

Section 3. Executive Pay

The highest paid employee of the organization shall not receive a salary exceeding three (3) times the upper salary cap for initial salary offers to Category 1 employees as described in Section 2 of this Article.

Section 4. Annual Raises

Annual raises will be given according to the following schedule:

- A. 1/1/17 raise: 3% of the 2017 median salary (i.e., \$2040) or scale whichever is higher. Raises outlined here will be offset by any raises received by employees on 1/1/2017 prior to the signing of this agreement.
- B. 1/1/18 raise: 3% of the 2017 median (i.e., \$2040), and if COLA is over 1.5%, employees will receive the difference between COLA and 1.5% (e.g., if COLA increases to 2%, employees will receive an additional 0.5%)
- C. 1/1/19 raise: 3% of the 2017 median (i.e., \$2040), and if COLA is over 1.5%, employees will receive the difference between COLA and 1.5% (e.g., if COLA increases to 2%, employees will receive an additional 0.5%)

COLA will be as determined by the Consumer Price Index- All Urban Consumers, Annual Average for US City, Average All Items, Non-Seasonally Adjusted. This is released by the United States Department of Labor, Bureau of Labor Statistics (<https://www.bls.gov/cpi/>). COLA will be based on the percentage listed for the previous year (e.g., the 1/1/2017 raise will consider the 2016 COLA).

Section 5. Merit Raises

CPD has full discretion to reward employees merit-based raises at the time of annual raises. Merit raises granted pursuant to this section shall not be subject to the Grievance and Arbitration procedures laid out in Article 6.

Section 6. Annual Process

CPD will review employee's job duties, current Category, work performance, and other factors CPD deems relevant to determine whether it is appropriate to change an employee's Category during the formal performance evaluation period (see Article 14: Evaluation).

The annual raise process is also the time for employees to engage in self-advocacy for a change to Category and to discuss with supervisors the necessary steps (in terms of work performance and/or professional development) to warrant a change in Category in future years.

Article 23. Pay Equity

CPD fights for a world where equal work receives equal value, but far too often women and people of color continue to be paid less than white and male counterparts for their work. Because

CPD is a national leader in racial and economic justice, we seek to live out our values within our own workplace by recognizing and reconciling any pay equity disparities that exist within CPD through the following measures:

Section 1. Hiring

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

Section 2. Annual Pay Equity Evaluations

Pursuant to Article 26, the Labor Management Committee (LMC) shall form a working group, governed by the process and rules set out in that article, which by the third quarter of each calendar year will analyze pay data within the bargaining unit and make recommendations via the LMC to the Senior Management Team for reconciling any pay disparities uncovered, particularly across race and gender. In order to perform its analysis, the working group will receive a list of all members of the unit including titles, pay scale categories, current salaries and a description of differentials or discretionary wage increases assigned. The working group will also receive the most recent estimate for the organization's total expenditures on salaries for the year being analyzed. The findings and recommendations of the working group released to staff by the LMC shall remove or redact any information identifying individual employees.

Article 24. Non-Discrimination and Equal Employment Opportunity

Section 1. Non-Discrimination and Equal Employment

Both CPD and the Union are committed to building a workplace free from unlawful discrimination or harassment. In keeping with their respective policies, neither CPD nor the Union shall unlawfully discriminate against any employee in hiring, promotion, wages, terminations or other terms and conditions of employment because of such employee's race, color, creed, religion, gender, gender identity, gender expression, sexual orientation, age, mental or physical disability, ancestry, marital status, national origin, or other legally protected status or because of such employee's membership in, or activities on behalf of, the Union.

CPD is committed to providing equal opportunity in all aspects of employment and administer all

personnel policies and procedures in an equal, non-discriminatory manner, and to complying with all relevant and applicable federal, state or local laws prohibiting discrimination or requiring equal opportunity. Further, as embodied in Article 23, the parties are committed to ensuring that the pay policy reflect the shared commitment to pay equity and equal pay for work of comparable value.

Section 2. Complaints and Legal Action

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

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

Article 25. Respect and Dignity

The Union and CPD recognize their shared interest in building a relationship that is effective, constructive, and oriented towards problem-solving, to ensure that CPD fulfills its mission and that employees are supported in bringing their creativity and energy to the work. To achieve this mutual aim, CPD and the Union agree to treat all employees, both unit and non-unit, with respect and dignity.

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

Article 26. Joint Labor Management Committee and Staff Engagement

Section 1. Labor Management Committee

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

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

Section 2. Labor Management Committee Working Groups

The Labor Management Committee (LMC) may create ad hoc working groups that are comprised of an equal number of members from the Guild and management to address particular issues within the organization as determined by mutual agreement of members of the LMC, or to facilitate specific processes outlined in this agreement, such as the tri-annual staff engagement concerning strategic decisions for the CPD network described below in Section 3. Ad hoc working groups shall be co-led by management and labor with equal authority and responsibility for carrying out the assigned mission of the ad hoc working groups. Working groups shall provide their recommendations and findings to the full LMC for review and final recommendation on consensus. The LMC will release its final recommendations to the full staff. The LMC may request time to discuss issues arising out of ad hoc working group meetings at any scheduled staff meeting, including but not limited to weekly all staff calls and staff retreats.

Section 3. Staff Engagement

- A. Tri-annual Meetings - Regardless of any LMC request, CPD will set aside no fewer than three (3) times each year to engage all staff around working group recommendations and strategic decisions for the CPD network. The LMC, or an ad hoc working group, will take responsibility for jointly planning and running those sessions. At least two (2) Co-Executive Directors (if there are two or more Co-Executive Directors) must be present at each of the required meetings. If there is only one (1) Executive Director, he/she will make every effort to attend each of the required meetings.
- B. Working groups can be used to develop recommendations for effective processes for engaging staff in key strategic questions and direction of the organization. Working group recommendations will be by consensus and will be provided to the LMC for review and final recommendation as outlined in Section 2.

Section 4. Labor Management Committee Access to Information

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

Article 27. Outside Employment, Appearances, Bylines

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

Where an employee wishes to pursue outside engagements that relate to CPD's mission or work (paid employment, board membership, publishing, journalism, blogging or other public writing under the employee's name, or other publicly-visible forms of engagement), the employee will seek approval of outside engagements from their supervisor prior to undertaking them. CPD will strive to support employee's desired activities to the extent that they do not present a conflict with CPD's work or the employee's work or work hours for CPD. CPD and the Guild recognize that outside paid employment or outside engagements that involve solicitation of funding may not be reconcilable to the employee's paid position with CPD, despite best efforts. Decisions to permit an outside engagement may be revisited, revised or rescinded at any time on notice to the employee and the Guild. This Article is not subject to the grievance or arbitration procedures laid out in Article 6.

Article 28. No Strike, No Lockout

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

Article 29. Severability

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

Article 30. Successorship

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

Article 31. Duration

This Agreement will take effect as of January 1, 2017 and will remain in effect until midnight on January 1, 2020, at which time it will terminate.

Agreed to this _____ day of _____ 2017.

For the Guild:

For CPD:

Uyen Doan

Ana Maria Archila

Josue Guillen

Jennifer Epps-Addison

Michele L Kilpatrick

Andrew Friedman

Arturo Reyes III

Brian Kettenring

Kimihei Tsegai

Amy Carroll

Rick Ehrmann

Oona Chatterjee

Tina Habib

Steve Kest

Appendix A: Hosted Projects

As noted in Article 1, Section 2, several classes of employees who appear on CPD payroll but who do not perform direct CPD programmatic and/or operational work are excluded from coverage pursuant to this contract. As of the date of signing this agreement, as illustrative examples, the excluded projects (called "hosted projects" internally at CPD) are: AROS, CEJ, Make the Road NJ, Make the Road CT, and Make the Road PA, Good Jobs Now, Common Good Ohio.

Appendix B: CPD Supervision Agenda Template

Agenda

Date:

Topline Individual Work Goals:

Topline Goals for Year	Current Results

Individual Professional Development Goals:

Professional Development Goals	Current Results

- **Check In [3 minutes]**

- **Two-way feedback (a/k/a snaps n' craps)** [3 minutes]

- **Lurkers** [only discussed if needed – 1 minute]
 - o [for supervisee to fill in]
 - o [for supervisor to fill in]

- **This week will be successful if:**

[Each week, the staff person fill in 3-4 outcomes they want to achieve for the week. Preference is to list outcomes (what you will achieve), not simply activities (what you will do)]

 - o [for supervisee to fill in]

- **Priority updates** [minimal time – 5 minutes]
 - o [for supervisee to fill in]

- **Items for Your Thoughts** [30+ minutes]
 - o [for supervisee to fill in]

- **Pending & on Backburner**
 - o [for supervisee to fill in]
- **Next steps/repeat backs**

[Supervisee's name]

•

[Supervisor's name]

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Appendix C: Range to Define Offers

[Link to Draft Table](#)