

COLLECTIVE BARGAINING AGREEMENT

Between

PEOPLE FOR THE AMERICAN WAY

And

SERVICE EMPLOYEES INTERNATIONAL UNION,

LOCAL 500, CtW

October 1, 2022

TABLE OF CONTENTS

PREAMBLE	3
ARTICLE 1: RECOGNITION AND COVERAGE	4
ARTICLE 2: NO LOCKOUTS	5
ARTICLE 3: NO STRIKES	6
ARTICLE 4: MANAGEMENT RIGHTS	7
ARTICLE 5: JOINT LABOR/MANAGEMENT COMMITTEE	8
ARTICLE 6: UNION BUSINESS	9
ARTICLE 7: EMPLOYEE DEFINITIONS	10
ARTICLE 8: PROBATIONARY STATUS	11
ARTICLE 9: JOB DESCRIPTIONS AND POSTINGS	12
ARTICLE 10: COMMUNICATIONS	14
ARTICLE 11: EMPLOYEE EVALUATIONS	15
ARTICLE 12: EMPLOYEE RIGHTS	16
ARTICLE 13: PROGRESSIVE DISCIPLINE	17
ARTICLE 14: ANTI-DISCRIMINATION POLICY	18
ARTICLE 15: SEXUAL HARASSMENT	19
ARTICLE 16: INTERNAL PROCESS TO RESOLVE DISCRIMINATION AND SEXUAL HARASSMENT COMPLAINTS	20
ARTICLE 17: CULTURE OF MUTUAL RESPECT	21
ARTICLE 18: GRIEVANCE PROCEDURE	22
ARTICLE 19: UNION SECURITY AND DUES DEDUCTION	25
ARTICLE 20: TELEWORK	26
ARTICLE 21: WORK HOURS AND FLEXTIME	27
ARTICLE 22: SAFETY AND HEALTH	29
ARTICLE 23: SEVERABILITY	30
ARTICLE 24: TERM OF AGREEMENT	31
ARTICLE 25: COMMITMENT TO RACIAL JUSTICE AND GENDER EQUITY	32
ARTICLE 26: LAYOFF AND RECALL	33
ARTICLE 27: PAY AND BENEFITS	34
APPENDIX A: (JOB CLASSIFICATIONS)	45
APPENDIX B: (SALARY RANGES AND LEVEL PLACEMENTS)	46

PREAMBLE

The Employer and the Union are strategic partners in a broader progressive movement. We view our partnership and our respective roles as essential contributors to building a more just and humane society.

In building our movement, we value and respect the role of PFAW staff and their critical contribution to the organization's success. Our relationship is characterized by a spirit of professionalism and collegiality in working toward a common objective of PFAW serving the public interest efficiently, economically, and with the highest quality of services.

We believe in effective communication, mutual respect, and the meaningful involvement of PFAW's employees in these shared objectives. The Union recognizes and supports PFAW's mission and objectives. The Employer recognizes and respects the union's commitment to advocating for the interests of its members.

The nature of our relationship is reflected in our ongoing collaboration to resolve issues of mutual interest as well as differences as they arise. We are committed to resolving disputes through such collaborative processes and, when necessary, the grievance and arbitration procedures established in this Agreement, including its emphasis on informal resolution.

The parties are committed to promoting an awareness, understanding and respect for both diverse and common interests. A culture that encourages mutual respect is vital to a positive work environment and to PFAW's mission and success.

ARTICLE 1
RECOGNITION AND COVERAGE

- A. The Employer recognizes the Union as the exclusive collective bargaining representative of the employees of the Employer as defined in section B of this Article.
- B. The bargaining unit shall consist of all full-time and regular part-time employees working for the Employer in the job classifications listed in Appendix A or in those job classifications as re-titled by the Employer, and all full-time and regular part-time office clerical employees; but excluding all temporary employees as well as all managers, supervisors, confidential employees, professionals, and guards as defined in the National Labor Relations Act.
- C. The Employer may create new classifications within the bargaining unit, provided that (1) the new position does not fit within any existing classification, and (2) the Employer notifies the Union of the new job classification and proposed pay grade. The creation of such new classifications is not subject to bargaining under this Agreement. However, compensation and other terms and conditions of employment are subject to negotiation. When a new classification is created, it shall be added automatically to the list in Appendix A.
- D. Nothing in this Agreement shall be construed to exclude the Employer's use of volunteers or independent consultants. Volunteers and independent consultants shall not be covered by this Agreement. However, the use of such volunteers or independent consultants shall not result in the termination of bargaining unit employees.
- E. For the purposes of this agreement, the term "employees" will hereinafter refer to the members of the bargaining unit, except as otherwise noted.

ARTICLE 2
NO LOCKOUTS

The Employer agrees that during the term of this Agreement it will not lock out employees covered by this Agreement.

ARTICLE 3
NO STRIKES

The Union agrees that during the term of this Agreement neither it nor its officers, agents, representatives, or members will in any way, directly or indirectly, engage in, authorize, sponsor, cause, assist, encourage, participate in, ratify, or condone any strike, sit-down, sit-in, sick-out, slowdown, work stoppage, sympathy strike, boycott, or picketing in support of a work stoppage, or any other action by the employees in the bargaining unit that would interrupt or interfere with any operations of the Employer. In the event of any such action by employees or any violation of this Article 3, the Union shall within 24 hours of any request by the Employer: (a) publicly disavow such action or violation; (b) advise the Employer in writing that such action or violation has not been called or sanctioned by the Union; (c) notify the employees of the Union's disapproval of such action or violation; and (d) instruct the employees or others involved to cease such action or violation immediately.

ARTICLE 4
MANAGEMENT RIGHTS

Except as specifically limited, abridged, or relinquished by the terms of this Agreement, the Union recognizes the Employer's sole and exclusive rights, privileges, and prerogatives to operate and manage its business, including but not limited to the right: to require standards of performance and maintain order and efficiency; to direct employees and determine working schedules and job assignments; to add or delete positions or classifications; to adjust the content of existing positions and classifications; to determine the material and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to sub-contract or discontinue work for economic or operational reasons; to select and hire employees; to transfer employees; to promote employees; to discipline and/or discharge employees for cause; to lay off employees for economic reasons and recall employees; and to promulgate rules, regulations, and personnel policies and take such actions as do not violate any of the specific terms of this Agreement. Neither the management rights reserved by the Employer nor their use in the conduct of its business shall be subject to the grievance and arbitration provisions of this Agreement, unless a violation of the terms of this Agreement is being alleged.

ARTICLE 5
JOINT LABOR/MANAGEMENT COMMITTEE

A. The parties will establish a Joint Labor/Management Committee (“JLMC”) to facilitate labor/management communication and discuss issues that are not current matters of negotiation or grievance. The JLMC shall function in a strictly advisory capacity and will provide for regular, ongoing discussions and non-binding recommendations on matters of mutual concern to the Union and management and the continuous improvement of the Employer’s operations. Each party (Management and the Union) shall identify three (3) representatives to serve on the JLMC for a one-year term, with the unlimited right of each party to reappoint its members for successive terms. Each party will select one of its representatives to serve as a co-chair of the JLMC.

B. Each employee member of the JLMC must have been employed by the Employer for at least three (3) months and will be allowed to spend a maximum of three (3) hours per month of work time on JLMC matters, including time spent at JLMC meetings. Any time beyond three (3) hours per month must be outside of work hours, unless approved by the employee’s supervisor. Confidential information received by the JLMC will remain confidential and not be distributed to other employees.

C. The types of work the JLMC will do include:

- 1) Facilitate discussion of issues that affect the work environment and effective working relationships.
- 2) Evaluate information to address issues brought to the JLMC.
- 3) Make non-binding recommendations for maintaining an effective workplace that will best achieve the Employer’s public interest goals, as well as the interest and well-being of its employees.

D. To facilitate the flow of information, the JLMC will meet monthly to discuss employee and/or Employer concerns arising under the Agreement, as well as other matters on the agenda, in accordance with this Article 5. The JLMC may conduct additional meetings upon the mutual consent of its members.

ARTICLE 6
UNION BUSINESS

A. A new employee is entitled to a one-hour union orientation meeting during working hours with a Union representative. Additional orientation time may be spent outside of working hours at the discretion of the new employee and the JLMC representative.

B. Once every two months, all employees are entitled to attend a one (1) hour meeting during working hours to discuss Union-related matters. During the final six (6) months of the term of this Agreement, employees are entitled to attend one additional two (2)-hour meeting of the bargaining unit during working hours to discuss Union-related matters. The Union will provide the Employer with at least ten (10) workdays notice of such meetings. Employees are also permitted to hold union meetings at the Employer's Offices during their lunch periods and outside work hours with prior notice and approval for use of the facilities.

C. During the two (2) months preceding the renegotiation of this Agreement, up to three (3) members of the Union's bargaining committee may each spend a maximum of ten (10) hours of work time on bargaining committee matters.

ARTICLE 7
EMPLOYEE DEFINITIONS

A. *Full-time employees* are those who have a regular work schedule of 40 hours or more. *Regular part-time employees* are those who have a regular work schedule of at least 20 but less than 40 hours per week.

B. *Hourly employees* are paid by the hour. *Salaried employees* are paid a fixed amount each week that does not vary according to the quality or quantity of work performed and that is not subject to docking for partial day absences.

C. *Temporary employees* are hired to work for six (6) months or less and may be either hourly or salaried. Temporary employees who remain directly employed by the Employer beyond six (6) months shall be automatically considered regular full time or part time, in accordance with paragraph A or B above and shall have their seniority applied retroactive to their date of hire. Temporary employees shall not be used in such a manner as to result in the termination of bargaining unit employees.

D. If the Employer rehires a former employee within 12 months of prior departure, the time previously employed is counted toward the determination of the annual leave accrual schedule and all other benefits to the extent consistent with benefit plan terms.

ARTICLE 8
PROBATIONARY STATUS

Every new employee shall be subject to a three (3) month Initial Probation Period during which employment may be terminated at any time at the discretion of the Employer. Termination of employment during or at the end of this Initial Probation Period is not grievable, unless the issue is alleged retaliation for protected activity under this Agreement. Every new employee will be informed in writing of the probationary period and evaluation procedure at the time of hire. All new employees who successfully complete their probation will be given an informal evaluation by their supervisor and the Human Resources Director at the conclusion of the Initial Probation Period.

ARTICLE 9
JOB DESCRIPTIONS AND JOB POSTINGS

A. The purpose of having job descriptions is to inform employees and managers of employees' work responsibilities and major duties, scope of work, how they should allocate their time, and to whom they report. Job descriptions are a guideline of anticipated work necessary to perform responsibilities of the position, but should not be used to limit the scope of an employee's duties or the efforts necessary for fulfillment of those duties.

B. The Employer will prepare a job description for each job classification within the bargaining unit that will include the qualifications, responsibilities, and duties for that classification, as well as whether the classification is exempt or non-exempt under the Fair Labor Standards Act. The Union acknowledges and agrees that, given the dynamic and ever-changing focus and needs of the Employer's operations, as well as the small size of the workforce, employee responsibilities and duties are not static and will be changed periodically at the discretion of the Employer to best achieve the Employer's public interest goals. Although job descriptions may be updated from time to time at the discretion of the Employer, such updates are not a prerequisite for changes in an employee's responsibilities and duties.

C. Employees shall be given reasonable advance notice regarding any substantive change to their job responsibilities and duties. Employees are encouraged to bring concerns about their job workload and/or job responsibilities to their supervisor at any time. The supervisor shall assign priorities to the work of an employee whenever the employee so requests.

D. If positions are vacant and cannot be quickly filled, the Employer may assign the workload of the vacant position to one or more remaining employees in balance with current responsibilities. After six (6) months of performing duties that were newly assigned due to a vacancy, the employee shall have a right to a reassessment of their position classification, including the feasibility of recruiting volunteer and/or consulting resources to assist. The decision whether to reclassify an employee in these circumstances shall be made by the Employer based on the actual level and/or volume of responsibilities beyond the employee's core responsibilities.

E. A central list of current employees in the bargaining unit, their job titles, their grades, and their dates of hire will be maintained by the Employer. This list will be provided to the JLMC quarterly.

F. All full-time and regular part-time job openings in the bargaining unit will be posted internally at least one (1) week before the position is filled. All such job announcements whether internal or external will include the job classification, compensation range, and whether the position is considered exempt or non-exempt under the Fair Labor Standards Act. The Employer will notify the Union when it has decided to fill a job vacancy. The Employer will consider the direct qualifications,

experience, and proven ability of internal applicants for a job opening before hiring externally, and will strive to fill openings through internal promotion and/or transfer when consistent with the Employer's business needs. Any employee seeking a vacant position who has the minimum qualifications shall be entitled to an interview.

G. Job descriptions will be maintained by the Human Resources Director, and the applicable job description will be provided to each new employee when he/she is hired.

H. An employee who believes that his or her job description is inaccurate may request that the job description be reviewed for possible revision by the supervisor. If such request is denied, the employee shall have the option to appeal the denial to the Human Resources Director or COO.

**ARTICLE 10
COMMUNICATIONS**

A. The purpose of holding organization-wide staff meetings is to improve communication between employees and Management. General meetings of all employees will be held periodically and at least four (4) times per calendar year. Each meeting will include an opportunity for employees to pose questions to the Chief Operating Officer. Either the Employer or the JLMC may request such meetings when necessary.

B. The Employer will provide a copy of this Agreement to all employees, including those outside the bargaining unit. New employees will receive a copy of this Agreement from the Employer during their scheduled new employee orientation. Designated Union representatives will be given up to one (1) hour to address new hires during the first week of employment.

C. Employees should receive reasonable advance notice of major policy decisions or changes in circumstances that will affect the employment of the bargaining unit as a whole. Such notice may be given by any of the following methods, to be selected by the Employer: (1) presenting the issue at a meeting of the JLMC; (2) placing the matter on the agenda for a general or special staff meeting; or (3) issuing a memo to all staff. Prior to providing notice to employees via a staff meeting or a memo to all staff, the Employer will give three (3) days notice to the JLMC of the major policy decision or change in circumstances.

ARTICLE 11
EMPLOYEE EVALUATIONS

A. The purpose of employee evaluations is to foster professional growth for employees, ensure that employees and supervisors share an understanding of what the work standards for a position are, and assess whether the employee is meeting those standards. The Employer will conduct performance evaluations of all employees covered by this Agreement at the end of the employee's successful completion of his or her Initial Probation Period and annually thereafter.

B. As applicable, evaluations shall be an opportunity for employees to discuss career advancement opportunities with their supervisor, including strategies for achieving such objectives.

C. Employees shall be given an opportunity to add a written commentary to their evaluation, as well as any supporting documentation they deem relevant. Such commentary and documentation shall be included in the employee's personnel file.

D. A Performance Improvement Plan is a communication tool to inform employees that their job performance needs improvement. At any time after an employee successfully completes his or her Initial Probation Period, the employee's supervisor or another authorized designee of Management may determine and document that an employee is not meeting performance requirements of the job, in which case the employee may be put on a Performance Improvement Plan for a period of up to ninety (90) days. An employee put on a Performance Improvement Plan will be informed of the beginning and ending dates of the Performance Improvement Plan period, the reasons for the Performance Improvement Plan, the specific steps and improvements that the employee must take to achieve satisfactory performance, and the potential consequences if satisfactory performance is not achieved. The Employee shall be given the opportunity to provide input on the plan before it is finalized by the Employer. Being placed on a Performance Improvement Plan does not affect the employees' rights under any provision of this Agreement, including the just cause provision. The decision to put an employee on a Performance Improvement Plan is not grievable.

ARTICLE 12
EMPLOYEE RIGHTS

- A. After the Initial Probation Period, a disciplinary action (defined as written warning, suspension, demotion, or termination) may only be taken concerning an employee for just cause and after notice to the employee of the grounds for the action.
- B. Employees shall have the right to request Union representation in a meeting in which disciplinary action (as defined in paragraph A above) will be taken or that may lead to disciplinary action against the employee. The Employer shall advise the employee that disciplinary action may occur. If an employee requests that a Union representative attend such a meeting, the date and time of the meeting will be mutually agreed upon by the Union and the Employer.
- C. All disciplinary notices, except oral warnings, shall be given to an employee in writing. The document will include a space for the employee's signature indicating receipt of the document and that the employee's signature only signifies receipt of the document and is not an acknowledgement of guilt or agreement with the contents. If the employee chooses to provide a written response, the response must be submitted within seven (7) business days following receipt of the written disciplinary notice and will be included in the employee's personnel file.
- D. All disciplinary records will be maintained in the employee's personnel file. A disciplinary record will be removed from the employee's personnel file eighteen (18) months after it was placed in the file if, during that 18-month period, there has been no repetition of the same type of conduct or performance problem that is documented in the record.
- E. The Employer shall treat personnel files as confidential and available only to the employee and appropriate Management staff.
- F. Employees shall have the right to review their personnel file by appointment on their own time and with a member of Management present. Such review shall be scheduled within five (5) business days of the request for review being made. The employee shall have the right to the presence of a Union representative when reviewing his or her personnel file. The employee will not be permitted to take items from or add items to his or her personnel file at such review.
- G. Employees may request a copy of their personnel file and may authorize the Union to obtain a copy of their personnel file. Any such authorization must be in writing, signed and dated by the employee.
- H. The Employer is committed to addressing performance concerns as part of an employee's ongoing professional development, including those concerns which have not risen to the need for disciplinary action.

ARTICLE 13
PROGRESSIVE DISCIPLINE

A. The parties agree that the purpose of the Employer's progressive discipline policy is to afford employees the opportunity to learn from mistakes and gain a better understanding of the level of performance and conduct expected of them at the workplace. To foster a fair process for discipline and subject to Section B of this Article 13, the Employer may use the following disciplinary actions in progressive order:

- 1) Education – The Employer may advise the employee of prohibited actions or unsatisfactory performance and the consequences of such actions or performance.
- 2) Oral Warning or Reprimand With Personnel File Notation – The employee's supervisor or another member of Management may orally discuss misconduct or unsatisfactory performance by the employee and prepare a written record of the discussion to be placed in the employee's personnel file.
- 3) Written Warning – The employee's supervisor or another member of Management may issue a formal written warning to the employee concerning misconduct or unsatisfactory performance by the employee and place a copy of the written warning in the employee's personnel file.
- 4) Performance Improvement Plan – The Employer may place the employee on a Performance Improvement Plan as specified in Article 11 above.
- 5) Termination – The Employer may terminate the employee's employment.

B. The Employer may initiate the disciplinary process at a higher step if circumstances warrant, subject to the standard of "just cause" for termination. The Employer will conduct a fair and objective investigation of the misconduct or unsatisfactory performance before action is taken, but retains the right to suspend an employee pending investigation in instances where the Employer determines in good faith that the suspension is necessary to assure employee safety or the protection of property or financial resources. The Employer may assess the following in its determination of the appropriate disciplinary action: the seriousness of the offense or unsatisfactory performance; circumstances of the offense or unsatisfactory performance; employee years of service; disciplinary history; job performance; work history; and other relevant factors.

ARTICLE 14
ANTI-DISCRIMINATION POLICY

A. The Employer is an equal opportunity employer and fully supports the legal requirements of applicable federal, state, and local equal employment opportunity laws. The Employer is opposed to and prohibits discrimination on the basis of sex, race, color, religion, national origin, sexual orientation, gender identity, gender expression, age, marital status, personal appearance, family responsibilities, matriculation, political affiliation, immigration status (subject to federal employment eligibility requirements), covered veteran status, union membership status, or disability. These terms are to be interpreted in accordance with federal and D.C. statutes, regulations, and decisions. Discrimination on these grounds is not permissible in the workplace.

B. Toward this end, the Employer is committed to providing equal opportunity in all personnel actions. This includes recruitment, hiring, assignment, training, compensation, benefits, promotions, transfers, terminations, and hours of work. Impermissible discrimination also includes actions or language that creates a working environment that is hostile, intimidating, or offensive to any individual or individuals based on any of the characteristics listed in paragraph A of this Article.

ARTICLE 15
SEXUAL HARASSMENT

A. The Employer will not tolerate sexual harassment. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: submission to the conduct is made either an explicit or implicit condition of employment; submission to or rejection of the conduct is used as the basis for an employment decision affecting the harassed employee; or the harassment interferes with an employee's work performance or creates an intimidating, hostile, or offensive work environment.

B. Examples of prohibited conduct include: demanding sexual favors in exchange for favorable reviews, assignments, promotions, continued employment, or promises of the same; conduct of a sexist nature, which treats individuals differently based on sex, gender identity, or gender expression; continued or repeated sexual jokes, language, advances, or propositions; verbal commentary about an individual's body, sexual prowess, or sexual deficiencies; sexually degrading or vulgar words to describe an individual; leering, whistling, touching, pinching, brushing the body, assault, or coerced sexual acts; or suggestive, insulting, or obscene comments or gestures. Other examples include the display in the workplace of sexually suggestive objects, pictures, posters, or cartoons; name calling, relating stories, gossip, comments, or jokes that may be derogatory toward a particular sex or gender identity; the display of sexually suggestive graffiti; asking questions about sexual conduct or sexual orientation or preferences; harassment or discriminatory conduct consistently targeted only at one sex, gender identity, or gender expression, even if the content of such harassment or conduct is not sexual; or retaliation against employees for complaining about such conduct.

C. Harassment can occur regardless of the sex, gender identity, gender expression, or other characteristics of the individuals involved, and this policy will be enforced without regard to such characteristics.

D. The Employer' sexual harassment policy in place as of the effective date of this Agreement shall be attached as an addendum and incorporated herein.

ARTICLE 16
INTERNAL PROCESS TO RESOLVE DISCRIMINATION AND SEXUAL
HARASSMENT COMPLAINTS

A. The Employer shall maintain an internal process for resolving complaints that are covered by Articles 14 and 15 in order to encourage employees to resolve complaints rather than let them worsen and adversely affect the work environment. The parties intend that this internal process will serve as an alternative to less productive ways to address these issues.

B. All managers are responsible for ensuring that the policies contained in Articles 14 and 15 are enforced within their respective departments and programs. Employees are expected to do their part in assuring a non-discriminatory and harassment-free workplace, and are encouraged to come forward with concerns relating to alleged discrimination or harassment.

C. Reporting a Complaint: Any employee who believes that he or she has been subjected to discrimination or harassment in violation of Articles 14 or 15, or who becomes aware of such discrimination or harassment against another employee, should report the incident to their supervisor or to the Director of Human Resources, Chief Operating Officer, or General Counsel. Employees are encouraged to first attempt to discuss and resolve the matter with their supervisor, if appropriate, before reporting it to others. If the employee's supervisor is the subject of the complaint, then the employee may report the incident to one of the other designated managers.

D. While the Employer will undertake reasonable efforts to protect the confidentiality of complaints made under this Article, so that employees are comfortable in coming forward with such complaints, absolute confidentiality cannot be guaranteed. The Employer's legal obligations to investigate such complaints and take appropriate remedial action (when warranted) may necessitate the involvement of other employees. In such instances, the other employees will be requested to preserve the confidentiality of the process to the fullest extent possible.

E. Retaliation, reprisals, threats, or suggestions of reprisals against any employee who reports discrimination or harassment, or cooperates in the investigation of discrimination or harassment, are strictly prohibited.

ARTICLE 17
CULTURE OF MUTUAL RESPECT

A. The Employer, the Union, and employees recognize that it is in their interest to encourage mutual respect between and among managers and employees to ensure a collegial workplace. The parties commit to working together to create and maintain an environment that promotes respectful and civil behavior and that is free of hostile and abusive actions. Employees who reasonably believe they are subject to behavior that undermines their dignity or respect should raise their concerns with an appropriate manager or with Human Resources.

B. In furtherance of maintaining an appropriate workplace culture, the Employer will adopt and implement an Anti-Bullying Policy applicable to all of its staff both within and outside of the bargaining unit. That policy is attached as an Appendix and by this reference is made a part of this Agreement. Complaints of a violation of the policy shall be addressed through the procedures set forth in Article 16 of this Agreement. Aside from disciplinary actions against bargaining unit employees for violations of the Anti-Bullying Policy, issues arising under the Policy shall not be subject to the grievance and arbitration provisions of this Agreement.

C. To continue to foster and ensure a culture of mutual respect, the Employer and JLMC will work together to provide Diversity, Equity, and Inclusion, harassment, and other trainings and workshops that foster the appreciation for diversity and a culture of respect.

ARTICLE 18 GRIEVANCE PROCEDURE

A. Under this Agreement, the term "grievance" is defined as a disagreement that arises between the Employer and an employee (or employees) or between the Employer and the Union on questions concerning the interpretation or application of this Agreement.

B. Nothing in this Agreement shall be construed as limiting the rights of employees to seek individual remedies on issues falling outside the scope of this Agreement and/or guaranteed by law. Any alleged violation of federal, state, or local law may be pursued either through the grievance procedure contained herein, or through the exercise of an employee's individual rights to pursue a resolution through remedies available under the law; provided that an employee who pursues claims through other legal avenues shall be precluded from pursuing the same claims under this Agreement.

C. Procedure

The employee and immediate supervisor will attempt to resolve the grievance informally. Neither party shall have the authority to alter the terms of this Agreement.

Step 1: If the grievance is not resolved informally, the employee may bring the grievance to the Union and the Union shall present it in writing to the Director of Human Resources within thirty (30) calendar days of the event giving rise to the grievance. The written grievance shall contain a written statement of the nature of the grievance, the date of the alleged violation, the Article(s) of the Agreement on which the grievance is based, and the signature of the affected employee and/or the Union representative. The Union may present a grievance on behalf of any employee covered by this Agreement or in its institutional interests in its role as the exclusive collective bargaining representative. The Director of Human Resources and the Union shall schedule a grievance meeting to discuss the grievance and potential terms for its resolution, to be held not later than fourteen (14) calendar days after the Union submitted the grievance to the Employer in writing. The Director of Human Resources shall have ten (10) work days to respond to the Union in writing after the conclusion of the grievance meeting. If the Employer fails to respond within the time limits specified, the Union may appeal the grievance to the next Step of this procedure.

Step 2: If the grievance is not resolved at Step 1, the Union may, within fifteen (15) calendar days of receipt of the Employer's Step 1 response, file an appeal with the Chief Operating Officer ("COO"). The COO and the Union shall schedule a grievance meeting not later than twenty (20) calendar days

after receipt of the union's appeal in writing, at which they shall discuss the grievance and potential terms for its resolution. By mutual agreement of the parties, a neutral mediator may be included in the meeting or a subsequent meeting for the purpose of facilitating a resolution or offering a non-binding advisory opinion. The COO shall have twenty (20) calendar days to respond to the Union in writing after the conclusion of the grievance meeting or subsequent meeting with a mediator. If the COO fails to respond within the time limits specified, the Union may appeal the grievance to the next Step of the procedure.

Step 3: Binding Arbitration: If the grievance remains unresolved, the Union shall have fifteen (15) calendar days to appeal the grievance to arbitration from the date of the last written final response from the Employer. The parties shall request the Federal Mediation and Conciliation Service (FMCS) for a panel of five (5) arbitrators within seven (7) workdays of the Union's appeal. The parties shall then meet or confer by telephone, and the aggrieved party shall strike the first name and thereafter the other party shall do the same, alternating until one arbitrator remains. That arbitrator shall be used to hear the grievance. The arbitrator shall be bound by and shall not have the power to add to, subtract from, or modify the terms of this Agreement. All expenses of arbitration (including court reporter if used), excluding costs of representation and witnesses, shall be borne equally by the Union and the Employer. The decision of the arbitrator shall be final and binding upon the parties.

The following rules shall apply in the application of this Article:

- (a) The time deadlines specified in this Article may be extended by a written agreement signed by authorized representatives of the Employer and the Union.
- (b) The Union and the Employer shall have a right to a copy of all documentation and information that is reasonably available and necessary for full and proper discussion and understanding of subjects relevant and material to a grievance in question.
- (c) Subject to operational needs, employees who are grievants or witnesses will be allowed to attend the arbitration hearing during work hours.
- (d) The Union and the Employer shall be permitted to present evidence and witnesses and to cross-examine all witnesses whenever an arbitration hearing is held.

- (e) No employee will be disciplined or suffer a loss of pay or benefits or changes in employment position as a direct result of reporting facts that the employee in good faith believes to be true.

Article 19
UNION SECURITY AND DUES DEDUCTION

A. It shall be a condition of employment that all employees who are covered by this Agreement, shall no later than the thirtieth (30th) day following the beginning of their employment or the effective date of this Agreement either become and remain members in good standing in the Union or choose not to join the Union and pay the agency fees as calculated by the Union.

B. It is understood that all employees covered by this Agreement who are members of the Union in good standing shall remain members in good standing, or pay an agency fee as calculated by the Union, in lieu thereof.

C. When the Employer is notified in writing by the Union that an employee is delinquent in the payment of their dues or has failed within the time prescribed by the Union to make proper application and pay the required initiation fee, or has failed to pay the agency fees, as required by this Agreement, the employer shall terminate such employee until such time as the Union has notified the Employer that that the employee is in good standing.

D. The Employer agrees that upon individual written or electronic or lawful voice authorization from employees, initiation fees, periodic union dues or agency fees, and/or voluntary contributions to the SEIU Local 500 Committee on Political Empowerment, shall be deducted by the Employer from the member's paycheck each pay period and forwarded to the Union within seven days after the last pay period of each month. Upon submission of the above authorization, the one-time initiation fee for those employees shall be deducted by the Employer from the member's first full paycheck and forwarded to the Union with the next month's dues remittance.

E. The Employer will notify the Union promptly of any revocation of such written authorization received by it.

F. The Employer will provide to the Union in writing the name, address, non-work email on file (if any), and a unique identification number of each employee in the bargaining unit hired or terminated. Upon request from the Union, the Employer will provide to the Union an electronic listing of names, addresses, non-work emails on file (if any), and positions held by all unit employees.

G. The Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from appropriate enforcement of this Article by the Employer under this contract. Once the funds are transmitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 20
TELEWORK

- A. Unless the employee's position has a job-specific requirement as identified in the job description that requires the employee to work in-person at PFAW's office or to work in a specific geographic location, employees are free to work at an alternate location, subject to the other terms of this Article 20.
- B. The Employer shall provide, at a minimum, a laptop and accompanying mouse and power cord to an employee who requests to work at an alternate location. In addition, the Employer shall provide such additional equipment requested by an employee as the Employer reasonably determines is necessary for the employee to carry out their work responsibilities at an alternate location.
- C. The Employer retains the right to specify rules for an alternate work location arrangement to assure employee productivity, safety, and proper job performance, including but not limited to rules pertaining to the employee's work schedule, accessibility, workspace, absence of distractions and interruptions, equipment, security of files and data, reporting to the supervisor, maintenance of work records, duration of the arrangement, and other factors relevant to the arrangement.
- D. An employee who is granted an arrangement for an alternate work location may be required to come to the Employer's offices at any time upon reasonable notice by the employee's supervisor or a more senior manager.
- E. The Employer retains the right to end an employee's alternate work location arrangement at any time upon ninety (90) days notice to the employee.
- F. A decision to deny a request for an alternate work location arrangement, or to change or end an existing arrangement, may not be grieved under this Agreement.

ARTICLE 21
WORK HOURS AND FLEX LEAVE

A. **Work Hours:** All full-time employees are normally expected to work a forty (40) hour week, and regular part-time employees are expected to work a work schedule that is less than forty (40) hours per week, Monday through Friday during regular work hours reasonably established by the Employer. Employees classified as “exempt” under the Fair Labor Standards Act are paid a fixed salary each week for the work necessary to perform the job and may be required to work more than forty (40) hours in a week when necessary to complete the job. The supervisor shall give reasonable advance notice of work assignments outside of normal business hours when possible and/or practical.

B. **Flex Leave:** The Employer and the Union recognize that work in excess of 40 hours per week is implicit and, when necessary, expected for exempt employees. Employees may be directed or granted permission by their supervisor to work on weekends or holidays, during a vacation, or when PFAW’s offices are closed. In recognition of these work demands and to allow employees to regain some of their personal time, Flex Leave is available to all exempt employees subject to the following rules:

- 1) Employees who are directed or granted permission by their supervisor to work on weekends, holidays, during a previously scheduled vacation, or when the Employer’s offices are closed can accrue up to eighty-eight (88) hours of Flex Leave per calendar year (pro-rated for partial calendar years) for the additional time they are directed to work.
- 2) Flex Leave may not be sought or granted for time an employee spends volunteering for work-related activities.
- 3) Flex Leave will accrue on an hour for hour basis. For example, if an employee is directed to work four hours on a weekend, the employee will accrue four hours of Flex Leave.
- 4) Flex Leave may only be taken with prior notice and advance approval of the employee’s supervisor.
- 5) When Flex Leave is taken, it must be noted on the employee’s time sheet as Flex Leave.
- 6) Flex Leave hours that have accrued but are unused at the end of a calendar year may be carried over to the next year and additional Flex Leave hours may be accrued; provided that under no circumstances may an employee’s Flex Leave balance ever exceed eighty-eight (88) hours at any point in time.

7) Flex Leave hours that have accrued but are unused at the time an employee's employment terminates will not be paid.

ARTICLE 22
SAFETY AND HEALTH

- A. It is the responsibility of the Employer to provide safe and sanitary working conditions, including equipment, in all offices, and for the Employer and employees to maintain a safe workplace. The parties recognize that each employee has a responsibility to give effect to the safety program by following the safety procedures and working to see that all safety and health rules and regulations are implemented properly. It is the responsibility of the Employer to ensure that all employees receive adequate training regarding safety procedures, including the safe use of all equipment provided by the Employer to do their particular job.
- B. Consistent with its commitment to maintaining a healthy working environment, the Employer does not permit smoking or the use of e-cigarettes in the workplace.
- C. The Employer will work with the JLMC when making major changes to any office policy that impacts the health and safety of employees and will take CDC guidelines into account before making major policy changes.

ARTICLE 23
SEVERABILITY

It is the intention of the parties to this Agreement that the sections, paragraphs, sentences, clauses, and phrases of this Agreement are subject to applicable law and are separable. If any part of this Agreement is found to be invalid because of a conflict with applicable law, such invalidity shall not affect the remaining parts of this Agreement. In such instance, the parties shall meet for the purpose of negotiating a substitute provision.

ARTICLE 24
TERM OF AGREEMENT

Except as otherwise provided, all provisions of this Agreement shall take effect as of October 1, 2022, and shall remain in effect through September 30, 2025. Not later than sixty (60) days prior to the expiration date of this Agreement, either party may serve notice on the other party of their desire to renegotiate the Agreement.

ARTICLE 25
COMMITMENT TO DIVERSITY, EQUITY, AND INCLUSION

A. The Employer and the Union believe that respect and value for diversity is essential to building just societies and vibrant communities, and to maximizing the potential of the workplace. In accordance with this shared belief and the anti-discrimination policy in this Agreement, the Employer and the Union have a shared commitment to a mission of racial justice and gender equity. To forward that commitment, the Employer will continue to maintain and foster the work of its Racial Justice and Equity Working Group and additional related ad hoc groups to address such issues within the workplace, including offering mandatory training on diversity, equity, and inclusion.

B. The Employer and the Union share a commitment, in the broadest sense, to go beyond more traditional categories of diversity to include a variety of experiences, characteristics, competencies, neurodiversities, social and cultural identities and beliefs, and degrees of access to social and economic advantage. The notion of experience should not be limited to formal work experience but should include learning experiences gained through interaction with different forms of family, community, institutions, and geographic locations.

C. The Employer shall provide immigrant workers with paid time off to deal with immigration-related issues such as DACA renewal, citizenship tests, or other immigration-related matters. Employees terminated because of loss of work authorization shall be able to return to work with no loss of seniority if they regain work authorization within 6 months.

D. The Employer shall prioritize the recruitment of a diverse pool of job candidates, and will seek input from the JLMC to strengthen current recruitment strategies.

**ARTICLE 26
LAYOFF AND RECALL**

- A. An employee who is laid off due to budgetary/financial constraints within the organization or because of the elimination of a position, including layoffs in the event that the Employer shuts down, will receive a notice, severance payments, and continuation of benefits as follows:
 - a. An employee is entitled to a minimum of four (4) weeks of severance pay with benefits, plus one additional week of severance for each year of service in excess of two years, up to a maximum of four additional weeks.
 - b. Health and dental insurance coverage will continue until the last day of the month in which severance payments end.
 - c. Accrued but unused annual leave will be paid out to the employee, subject to applicable limits on maximum payout.
 - d. Annual leave will stop accruing on the last day actually worked.

- B. In making decisions regarding layoffs due to budgetary/financial constraints or the elimination of a position, an employee's length of service to the Employer will be considered as follows:
 - a. If there is more than one employee in the job title targeted for layoff or elimination, the layoff or elimination will be determined on the basis of the least seniority within that job title.

- C. Employees who have been laid off or had their position eliminated shall be recalled on the basis of seniority by job title. Recall rights shall continue for a period of twelve months from the date of separation. It is the responsibility of the laid-off employee to maintain current contact information with Human Resources. A laid-off employee shall be removed from the recall list after twelve months or if the employee fails to accept an offer of recall.

- D. No new employees may be hired for a job title that has been the target of layoff or elimination until all persons on the recall list for that job title and division have been offered the position.

**ARTICLE 27
PAY AND BENEFITS**

PAY

- A. The salary range and level placements for job classifications covered by this Agreement are attached as Appendix B, and by this reference made a part hereof.
- B. Effective as of October 1, 2022: (a) all employees covered by this Agreement shall be compensated at no less than the minimum salary rate corresponding to their job classification set forth in Appendix B; provided that in no event shall any employee who is employed as of the effective date of this Agreement have their salary reduced below the rate in effect as of such effective date; and (b) all employees shall receive a salary increase of two percent (2%) of their then current rate of pay.
- C. Effective May 1, 2023, all employees covered by this Agreement who have successfully completed their Initial Probation Period shall receive an annual salary increase equal to at least five percent (5%) of their then current rate of pay. The salary ranges listed in Appendix B shall also be increased by the same percentage.
- D. Effective May 1, 2024, all employees covered by this Agreement who have successfully completed their Initial Probation Period shall receive an annual salary increase equal to at least five percent (5%) of their then current rate of pay. The salary ranges listed in Appendix B shall also be increased by the same percentage.
- E. Effective May 1, 2025, all employees covered by this Agreement who have successfully completed their Initial Probation Period shall receive an annual salary increase equal to at least five percent (5%) of their then current rate of pay. The salary ranges listed in Appendix B shall also be increased by the same percentage.
- F. The salary rates set forth in this Article are intended to be guaranteed minimums and do not preclude the Employer from making additional adjustments to individual employee salaries or awarding bonuses to one or more employees during the term of this Agreement. Employees at all levels, including the top step of a salary range, are eligible for consideration for a merit pay increase or bonus.
- G. The Employer and the Union have a shared interest in ensuring that the new compensation model reflected in this Agreement treats all employees in a fair and equitable manner. The parties agree that the Joint Labor Management Committee ("JLMC") established in Article 5 shall be an appropriate venue for

the union to raise concerns it has about the model's overall structure; provided that in no event shall the JLMC serve as a forum for negotiation of individual salaries or for opening and re-negotiation of the economic terms of this Agreement.

- H. At the time of their annual performance evaluation as specified in Article 11 (excluding the evaluation at the end of the Initial Probation Period), the Employer will consider each employee's then-current position classification and salary rate and make such upward adjustments (if any) as the Employer deems warranted based on the employee's performance during the preceding year and on the employee's scope of responsibilities. Any such salary adjustments shall be in addition to any increase granted pursuant to paragraphs C, D, E, and F of this Article and shall go into effect no later than two (2) pay cycles after the employee is informed of the adjustment.
- I. Employees who believe their job responsibilities exceed those within their current position classification may request a review of their current classification to determine whether the position should be reclassified to a higher level.
 - 1. Whether requested or not, each employee's job description shall be reassessed at the time of their annual evaluation to determine whether the job description remains accurate and consistent with the employee's actual job responsibilities.
 - 2. In order for a classification and salary review to be granted, the employee must submit a written request to their supervisor and the Human Resources Director. The request must reasonably demonstrate how the employee's job responsibilities significantly depart from their current job description, that their higher responsibilities have been an ongoing component of the employee's work for at least the past three (3) months and are reasonably expected to remain an ongoing component, and how those responsibilities more closely align with the level of responsibilities of a higher level.
 - 3. The Human Resources Director, in conjunction with other management personnel as deemed appropriate by the Employer, will consider the information presented and respond to the employee with a decision within thirty (30) calendar days of the review being requested.
 - 4. Should the reclassification be denied, the employee shall have the right to appeal the decision to the Chief Operating Officer. The Chief Operating Officer will review the appeal and respond to the employee within fourteen (14) calendar days.

5. Should the Employer determine that a reclassification is warranted, the employee shall, as of the beginning of the next pay period following such determination, be placed into the appropriate higher level at the higher salary deemed appropriate by the Employer under the then-current terms of Appendix B.
6. The decision on whether or not to grant a reclassification of an employee's position shall not be subject to the grievance and arbitration provisions of Article 18 of this Agreement.

J. For purposes of determining salary levels for newly created classifications as set forth in Article 1, the Employer shall include in the notice of a new bargaining unit classification its proposed level and salary range, title, job description, and effective date, and shall upon request promptly meet with the Union to discuss and agree upon the level and salary to be assigned to the new position. Should the Union not respond or object to the new classification and other terms contained in the Employer's notice within ten (10) business days following the date on which the Employer transmits the notice, the Union shall be deemed to have accepted the terms specified in the notice. Should the Employer and the Union not reach an agreement on the level and salary to be assigned to the new classification within fifteen (15) business days following the date on which the Employer transmits the notice, the Employer may proceed with establishing and filling the job subject to the requirement that any subsequent agreement between the Employer and the Union or any arbitration award on the issues in dispute be retroactive to the date the job is filled.

BENEFITS

Holidays

- A. All employees covered by this Agreement shall receive at least the following holidays off, with pay:

- New Year's Day
- Martin Luther King, Jr Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day and the Friday following Thanksgiving
- Christmas Eve and Christmas Day

- B. Should an hourly employee be required to work on a paid holiday, the employee shall receive one and one half (1.5) times his or her regular rate of pay for all such hours worked.
- C. Should a salaried employee be required to work on a paid holiday, the employee shall be entitled to take Flex Leave in accordance with the terms of Article 21 of this Agreement.
- D. The paid hours for each holiday shall be based on the number of hours normally worked by the employee on a regular work day.

Annual Leave

- A. All employees who regularly work at least twenty (20) hours per week shall receive paid annual leave according to their full years (running from the employee's hiring anniversary date) of employment with the Employer, as follows:

- Up to 3 full years of employment: 15 days per year
- Between 3 and 5 full years of employment: 20 days per year
- More than 5 full years of employment: 25 days per year

- B. Employees shall accrue one twenty-fourth (1/24) of their annual leave entitlement at the end of each pay period. Leave shall be credited to employees as of the last day of each complete pay period during which they are employed. For employees who regularly work twenty (20) or more hours per week, but less than full time, such accruals and maximums shall be

prorated based on the number of hours regularly worked. New employees shall begin accruing vacation starting on the first of the month following their date of hire

- C. At the end of each year, employees may carry forward up to twenty (20) days of accrued unused annual leave to the next year.
- D. Employees shall request their annual leave in writing to their supervisor, reasonably in advance of the time they wish to take off. Such requests shall not be unreasonably denied but are subject to the Employer's work needs. If a request is denied, the employee shall have the right to appeal the decision to the Director of Human Resources.
- E. Should a holiday fall within an approved annual leave period, the employee shall not be charged annual leave for the day upon which the holiday falls.
- F. After ninety (90) days of employment, employees shall be paid the monetary value of their accrued unused annual leave upon termination of employment, up to a maximum of 160 hours.

Paid Sick Leave

- A. Employees who regularly work at least twenty (20) hours per week shall accrue paid sick leave at a rate of four (4) hours per pay period, up to a maximum of twelve (12) days per year.
- B. For employees who regularly work twenty (20) or more hours per week, but less than full time, such accruals and maximums shall be prorated based on the number of hours regularly worked.
- C. Accrued unused sick leave may be carried over from one year to the next, up to a maximum total accrual of forty-eight (48) days.
- D. Employees will not be paid the monetary value of their accrued unused sick leave upon termination of employment.
- E. Employees shall request sick leave in advance when reasonably possible (e.g., for medical appointments).
- F. In addition to an employee's illness, paid sick leave may be used for scheduled medical appointments — including but not limited to appointments with a physician/medical specialist, or a mental health care, dental, or vision care provider — and for the care of an employee's spouse/domestic partner, child, parent, or grandparent, or the spouse/domestic partner's child, parent, or grandparent, or any individual whose relationship with the employee is comparable to any of the foregoing.

A doctor's note may be requested by the Employer after five (5) consecutive work days of absence, or if the Employer reasonably suspects an abuse of the leave policy.

Bereavement Leave

- A. Employees shall be allowed up to five (5) days of bereavement leave following the death of an immediate family member. Extensions for paid bereavement leave may be requested and decided on at the reasonable discretion of the Employer.
- B. Immediate family member shall be defined as a spouse/domestic partner, child, parent, grandparent, grandchild, sibling, aunt, uncle, niece, nephew, or a spouse/domestic partner's child, parent, grandparent, grandchild, sibling, aunt, uncle, niece, or nephew, or any individual whose relationship with the employee is comparable to any of the foregoing.
- C. Should an immediate family member's funeral occur more than 200 miles from the employee's home, the employee shall be entitled to two (2) additional bereavement days for purposes of travel.
- D. Employees shall be permitted to use available accrued annual or Flex leave in combination with their bereavement leave in order to extend the period of time off. The duration of such extension shall be by mutual agreement with the Employer. Requests for such extensions shall not be unreasonably denied.

Jury Duty/Court Appearances

- A. Employees shall receive reasonable time off with pay for jury duty, when summoned by a court to serve.
- B. Should an employee be subpoenaed to appear in a trial, where the employee is not a party to the legal proceeding, such employee shall be compensated for such appearance(s).
- C. Employees shall present copies of their jury summons or subpoena to their supervisor upon having received them.

Disability Insurance

- A. Employees who work at least thirty-two (32) hours per week shall be provided with short-term disability insurance (currently provided by UNUM). Employees who have been disabled more than thirty (30) days shall be entitled to receive up to a maximum of \$850 per week for up to nine (9)

weeks. The coverage shall be effective beginning on the first month following the employee's hire date.

- B. Employees who work at least thirty-two (32) hours per week shall be provided with long-term disability insurance (currently provided by UNUM). Employees who have been disabled for more than ninety (90) days shall be eligible to receive up to sixty percent (60%) of their compensation, up to a maximum \$7,000 per month, until age 65. The coverage shall be effective beginning the first month following the employee's hire date.
- C. All determinations of eligibility and benefits under any type of disability insurance shall be subject to the terms of the applicable disability insurance policy and the processes and procedures of the disability insurance carrier, and shall not be subject to the grievance and arbitration provisions of Article 18 of this Agreement.
- D. The Union recognizes that the Employer retains the right to change its disability insurance carriers and adjust the terms of disability insurance from time to time; provided that the Employer extends to employees covered by this Agreement the same disability insurance coverage and terms that it extends generally to its non-bargaining unit employees, and that the Employer seeks input from the Union in advance of those decisions being made.

Life Insurance

- A. The Employer shall provide employees working at least thirty-two (32) hours per week with term life insurance, paid for by the Employer, with a benefit equal to the employee's then-current annual base salary..

Retirement Savings

- A. The Employer shall provide employees the opportunity to participate in a 401(K)retirement savings plan, effective with the employee's first full month of employment.
- B. Eligible employees may contribute between 1% and 50% of eligible compensation to their account, up to the maximum permitted by law.
- C. The Employer agrees to provide a minimum three percent (3%) contribution, which will immediately vest. For plan years beginning after January 1, 2023, the minimum 3% Employer contributions shall be deposited no less frequently than quarterly. The Employer in its discretion may make additional contributions. Such additional contributions for plan years beginning after January 1, 2023, if made, shall vest immediately and will be

deposited in a lump sum after the end of the fiscal year in which the plan year ends.

- D. All determinations of eligibility, benefits, and other matters under the 401(K)retirement saving plan shall be subject to the terms of the plan and the processes and procedures of the plan administrator, and shall not be subject to the grievance and arbitration provisions of Article 18 of this Agreement.
- E. The Union recognizes that the Employer retains the right to change the administrator and terms of its 401(K) retirement savings plan from time to time; provided that the Employer extends to employees covered by this Agreement the same plan and terms that it extends generally to its non-bargaining unit employees, and that the Employer seeks input from the Union in advance of such decisions being made.

Mass Transit, Commuting and Parking

- A. The Employer agrees to continue providing pre-tax savings accounts for employees who use public transportation, for parking in facilities nearby the Employer's premises, and for commuting expenses up to the limits established by the Internal Revenue Service.

Group Health Insurance

- A. The Employer agrees to continue to offer the group health insurance, group dental insurance, and group vision plan that was in place as of the effective date of this Agreement at least through the end of the current plan year.
- B. Employees who work at least thirty (30) hours per week shall be eligible to receive this benefit.
- C. Cost sharing features for both employees and dependents in effect shall remain so for the at least through the current plan year, unless modified by mutual agreement of the parties.
- D. Eligible employees shall be covered effective on the first day of the next month following the employee's hire date.
- E. The Employer and the Union have a shared commitment to work collaboratively to help maintain affordable health care costs. Should the Employer's healthcare provider propose changes to the benefits included in the plans provided, the parties shall meet and confer over such changes prior to them being implemented.

- F. All determinations of eligibility and benefits under any type of health plan offered by the Employer shall be subject to the terms of the applicable plan and the processes and procedures of the plan's insurance carrier, and shall not be subject to the grievance and arbitration provisions of Article 18 of this Agreement.
- G. The Union recognizes that the Employer retains the right to change its health insurance carriers and adjust the terms of its health insurance plans from time to time; provided that the Employer extends to employees covered by this Agreement the same health insurance coverage and terms that it extends generally to its non-bargaining unit employees, and that the Employer has sought input from the union in advance of such decisions being made.

Flexible Spending Accounts

- A. Subject to applicable tax rules and limits, the Employer agrees to continue providing employees with eligibility for a Flexible Spending Account to which employees may voluntarily allocate, on a pre-tax basis, up to \$2850 of their pay per year, with funds in the account to be used for qualifying medical expenses not covered by the Employer's group health insurance plans.
- B. Subject to applicable tax rules and limits, the Employer agrees to continue providing employees with eligibility for an additional Flexible Spending Account to which employees may voluntarily allocate, on a pre-tax basis, up to \$5000 of their pay per year, with funds in the account to be used for qualifying dependent care expenses.
- C. Employees shall become eligible to participate in the above Flexible Spending Account plans on the first day of the next month following the employee's hire date.
- D. All determinations of eligibility and benefits under any type of Flexible Spending Account plan offered by the Employer shall be subject to the terms of the applicable plan and the processes and procedures of the plan's administrator, and shall not be subject to the grievance and arbitration provisions of Article 18 of this Agreement.
- E. The Union recognizes that the Employer retains the right to change its Flexible Spending Account plan administrators and adjust the terms of its Flexible Spending Account plans from time to time; provided that the Employer extends to employees covered by this Agreement the same Flexible Spending Account plans and terms that it extends generally to its non-bargaining unit employees, and that the Employer has sought input from the Union in advance of such decisions being made.

Office Gym

- A. The Employer shall make the gym located on the premises accessible to all employees, provided the employee has signed the appropriate waivers and met all other requirements of the Employer's landlord associated with the use of the facility; and provided further that the Employer's landlord continues to make the gym available to Employer's employees.

Paid Parental Leave

- A. The Employer will provide twelve (12) weeks of paid parental leave after the birth of a child, the placement of a child for adoption or foster care, or placement of a child for permanent assumption and discharge of parental responsibility to an employee in accordance with the requirements of District of Columbia law.
- B. The Union agrees that the Employer may impose reasonable rules pertaining to notice, verification, leave usage, and other requirements as it applies generally to its non-bargaining unit employees.
- C. It is expressly understood that the Employer's provision of paid parental leave pursuant to the requirements of federal, District of Columbia, or any other law shall count toward the provision of such leave specified in this Agreement.

Inclement Weather

- A. The Employer will follow the determinations of the federal government in Washington, D.C. for inclement weather closings and delays. When the Employee's office is closed, employees will be expected to work remotely as permitted by the resources readily available to them.
- B. For employees who are not located in the Washington, D.C. area, the Employer shall follow federal government guidelines for the applicable area.

Professional Development

- A. Employer-required training: The Employer shall pay the expenses of any training it deems necessary and requires employees to participate in. Time spent at Employer-required trainings shall be considered regular work time.
- B. Employee-initiated training or education: The Employer 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 performance of their job responsibilities at PFAW and help them make a long-term commitment to working at the organization. Supervisors are encouraged to support

employees in identifying professional development opportunities and to allocate portions of their budget for training and education.

- C. Employees who identify training opportunities that they believe are directly related to their job responsibilities and will enhance their performance with the Employer may request (through their supervisor) Employer support for such opportunities. Such requests will be handled by the supervisor in coordination with the Director of Human Resources on a case-by-case basis in the sole discretion of the Employer. If the request is denied based on budgetary considerations, the Employer will collaborate with the employee to help identify reasonable, more cost-effective alternatives.

APPENDIX A

1. Office Manager
2. Network Administrator
3. Sr. Major Gifts Officer
4. Grant Writer
5. Development Operations Manager
6. Leadership/Training Program Manager
7. Political Affairs Manager
8. State Policy Initiatives Manager
9. Sr. Policy Analyst
10. Ithaca Public Safety Campaign Manager
11. Ithaca Organizer
12. Digital Content Manager
13. Digital Communications Manager
14. Right Wing Watch Researcher
15. Right Wing Watch Managing Editor
16. Senior Advisor
17. Deputy Director of Digital Fundraising and Engagement
18. Organizing Fellow

Appendix B
Effective October 1, 2022

LEVEL ONE

Minimum - \$50,000 /year

Midpoint - \$58,250 /year

Maximum - \$66,500 /year

LEVEL TWO

Minimum - \$60,500 /year

Midpoint - \$72,500 /year

Maximum - \$84,500 /year

LEVEL THREE

Minimum - \$73,500 /year

Midpoint - \$91,850 /year


Maximum - \$110,200 /year

IT IS SO AGREED THIS ~~30~~ DAY OF SEPTEMBER, 2022:

PEOPLE FOR THE AMERICAN WAY

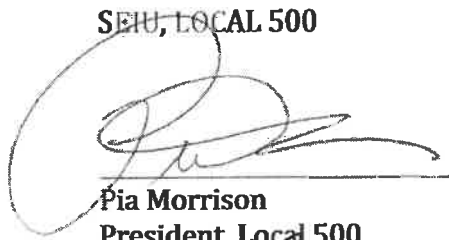


Diane Laviolette, COO

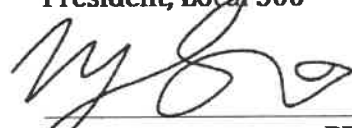


Kristen Smith, CFO


SEIU, LOCAL 500




Pia Morrison
President, Local 500



Megan Simons Weaver, PFAW
Bargaining Committee



Kristen Doerer, PFAW
Bargaining Committee



Gibran Samuel, PFAW
Bargaining Committee



Anne McLeer, Local 500