

COLLECTIVE BARGAINING AGREEMENT

BETWEEN
CWA Local 1180
&
**Caring
Across
Generations**



JAN 1, 2025 — DEC. 31, 2027

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PREAMBLE

This Agreement was made and entered into by and between Caring Across Generations (hereinafter referred to as “CAG,” or “Employer”) and Communications Workers of America (hereinafter referred to as “CWA” or the “Union”).

Whereas, the parties have engaged in collective bargaining for the purpose of developing a general agreement on wages, hours of work, and other conditions of employment; and

Whereas, the parties are committed to the aim of making care accessible, affordable, and equitable so everyone can live and age with dignity; and

Whereas, the parties are committed to helping build a care economy and movement to improve the lives and conditions of care workers, caregivers, and care recipients; and

Whereas, the parties, many of whom are caregivers, disabled people, and aging adults, seek a workplace that empowers and supports them in pursuing the organizational mission of CAG;

Now, Therefore, in consideration of the promises and mutual agreements contained herein, CAG and the Union agree as follows and obligate themselves to comply in good faith with all the provisions of this Agreement with respect to the employees of CAG recognized as being represented by the Union.

ARTICLE 1

RECOGNITION & ESTABLISHMENT OF THE UNIT

Section 1

CAG recognizes the Union as the exclusive bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment on behalf of all covered employees in the bargaining unit set forth in Section 2 below. The term "employee" or "covered employee" as used in this Agreement shall mean a bargaining unit employee, unless otherwise specified.

Section 2

The bargaining unit covered by this Agreement shall consist of all full-time and regular, part-time CAG employees consistent with Article 4 of this Collective Bargaining Agreement, excluding interns, temporary employees, supervisors, managers, and confidential employees within the meaning of the National Labor Relations Act, in accordance with Appendix A of this Agreement, "Voluntary Recognition Process Agreement" between CWA & CAG dated June 5, 2023.

ARTICLE 2

NEW BARGAINING UNIT JOB TITLES, DESCRIPTORS & CLASSIFICATIONS

Section 1

CAG shall notify the Union in writing of any newly created bargaining unit classifications or titles, the duties established thereof, and the temporary wage rate. Once CAG notifies the Union, it shall be free to post such a position.

Section 2

The Union shall have the right, within fourteen (14) calendar days of the date the Union was notified by CAG of the newly created bargaining unit classification or title, to initiate negotiations concerning the temporary wage rate established by CAG and the job description. If negotiations are not so requested within fourteen (14) calendar days, the temporary wage rate and job description will be made permanent. The parties agree that they shall negotiate for a period of no more than thirty (30) calendar days from the date such negotiations commence.

- A. If an agreement is reached by the parties within the said thirty (30) calendar days as to the appropriate permanent wage rate and job description, such agreement shall be applied retroactively to the day of the establishment of the new classification or title.
- B. If no agreement as to the appropriate permanent wage rate or job description for such classification or title has been reached within the said thirty (30) calendar days, the issue shall be subject to a binding mediation process. A mediation conference shall be held as soon as possible but no later than thirty (30) calendar days following the conclusion of negotiations.
- C. The mediator used in the mediation process referred to above shall be selected by mutual agreement of the parties within seven (7) calendar days following the conclusion of negotiations. If the parties are unable to agree on a mediator within this timeframe, they will select from a list of five (5) mediators compiled by the Federal Mediation and Conciliation Service (FMCS). Such individuals on the list shall possess acknowledged expertise in the area of job evaluation.

1. If agreement is reached in the mediation process as to the appropriate permanent wage rate, such agreement shall be applied retroactively to the day of establishment of the new classification or title.
2. If no agreement is reached in the mediation process, each party shall submit a final proposed permanent wage rate to the mediator at the conclusion of the mediation conference. The mediator shall determine which of the final submissions is appropriate, taking into account the facts, discussions, and arguments presented by the parties during the conference. The permanent wage rate designated by the mediator shall be applied retroactively to the day of the establishment of the new classification or title.

Section 3

The parties agree that any new title created that is similar to the current job titles and/or classifications in the bargaining unit will be included in the bargaining unit unless the new title qualifies for an exclusion listed in the Voluntary Recognition Process Agreement (Appendix A) or under Article 1 of this Agreement. CAG will inform the Union when a new position is excluded from the bargaining unit and the reasons for such exclusion.



ARTICLE 3

BARGAINING UNIT WORK

Section 1

CAG will not utilize contractors, temporary employees, and/or agency employees in an effort to displace, erode, or undermine the Union or bargaining unit work, or for the purposes of discriminating against any bargaining unit

employee or causing layoff of regular employees or part timing of full-time employees. Recognizing, however, that Management maintains the right and obligation to ensure sustainability of CAG and meet standing organizational objectives and deadlines, Management may use contractors, consultants or other non-Unit sources as necessary to support or supplement bargaining unit staff, in accordance with the provisions below.

Section 2

In the event CAG needs to contract out discrete bargaining unit work or temporarily utilize agency workers to perform discrete bargaining unit work, it will notify the Union of the nature and duration of that engagement. Such contractors and agency workers will be engaged only for reasons associated with CAG workforce or technological requirements or to provide expertise in a particular area. No later than one week after entering into such an engagement, CAG will provide the Union with the contractor or agency worker name, the duration of their engagement, the CAG staff to whom they report, and the scope of work assigned to the contractor and/or agency worker(s).

Section 3

In the event CAG needs to hire temporary employee(s) to perform bargaining unit work, it will provide notice to the Union no later than one week after the hiring, including the name of the temporary employee, job title, scope of work, the expected work duration, and the CAG staff to whom they report.

Section 4

CAG will not use supervisors to cause the elimination of a bargaining unit position or the layoff or reduction in hours of bargaining unit employees. Supervisors or other non-bargaining unit workers will not be utilized to erode the bargaining unit.

ARTICLE 4

EMPLOYMENT STATUS

Section 1

A full-time employee shall be deemed to be any employee regularly scheduled to work at least thirty (30) hours or more per work week. Regular, full-time employees are eligible for employee benefits as specified in this Agreement subject to any applicable waiting periods or other criteria set forth in governing benefit plan documents.

Section 2

A part-time employee shall be deemed to be any employee hired for an indefinite and unspecified duration who regularly works fewer than thirty (30) hours per work week. Regular, part-time employees are eligible for employee benefits as specified in this Agreement subject to any applicable waiting periods or other criteria set forth in governing benefit plan documents. Employees will be reclassified from part time to full time if after evaluating the actual average number of hours worked per month during the preceding three- (3) month period divided by 4.35, rounding the result to the next higher whole number, the employee is deemed to be working on a full-time basis.

Section 3

Exempt employees shall mean any employee exempt from the overtime requirements of the Federal Labor Standards Act or any applicable state or local wage-hour law or regulation. Exempt employees receive a fixed salary regardless of the number of hours worked in a given work week. An exempt employee's salary will not be reduced for any of the following reasons:

- A. Partial day absences for personal reasons, sickness, or disability, except with refusal to apply accrued paid time

off, or to qualify for a paid leave to cover the period of unworked hours.

- B. Absence because the Employer has decided to close a facility on a scheduled workday.
- C. Approved leaves of absences in accordance with this Agreement.
- D. Any other deductions prohibited by local, state, or federal laws.

Section 4

A non-exempt employee shall be deemed to be any employee who is subject to the overtime requirements of applicable federal, state, or local wage-hour laws. Non-exempt employees can be either full-time or part-time employees.

Section 5

A temporary employee is one who is engaged for short-term assignments and is hired for a particular project or for a finite period of time, with the definite understanding that his/her employment is to terminate upon completion of the project or at the end of the period, and whose employment is not expected to continue for more than twelve (12) months. A temporary employee is not included in the Bargaining Unit. However, if CAG determines that the assignment or need becomes indefinite, CAG will reclassify a temporary employee to full-time or part-time employee. Except as otherwise agreed to between the parties, when the total time of a temporary employment lasts a cumulative twelve (12) months, the employee from that point forward will be included in the bargaining unit subject to the provisions of this Agreement.

Section 6

An intern is an individual who performs work with pay for the individual's own purposes, or the purposes defined by a sponsorship/host contract from an external entity, which

includes but is not limited to meeting educational requirements or expectations for a degree being pursued by the individual or sponsoring/hosting entity, and/or providing support for CAG's initiatives/causes. Interns shall not be included in the bargaining unit provided that the internship lasts no longer than twelve (12) months or such longer duration as defined by the sponsorship host agreement. In no case will an intern who is not an employee of CAG be included in the bargaining unit.

Section 7

Fellows are employees who are, in some cases, 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). Fellows who are in the bargaining unit shall be subject to the provisions of the Collective Bargaining Agreement, except that notwithstanding any other provision of the CBA:

- A. Their employment terminates at the scheduled end of their term or fellowship and such termination shall not be subject to this Agreement's grievance/arbitration provisions, disciplinary provisions, or layoff provisions. Fellows must receive notice prior to the end of their fellowship or term as to whether CAG intends to release them or retain them as an employee.
- B. The terms of any applicable fellowship funding agreement will prevail in the event of conflict with any provisions of this Agreement.

Section 8 — Probationary employees

All employees are subject to a probationary period of ninety (90) days commencing on the first day of employment. During this period, the probationary employee shall not be subject to the disciplinary provisions or the grievance/arbitration provisions of this Agreement. The Employer may, upon notice

to the Union and the employee, extend the probationary period for an additional thirty (30) days beyond the original ninety- (90) day probationary period. No later than the end of the employee's probationary period, the Employer will provide the probationary employee and the Union with written notice if the probationary employee is being terminated. If notice is not given to the employee or the Union by the last day of the employee's probationary period, they will be considered a regular employee of CAG.

ARTICLE 5

NON-DISCRIMINATION

Section 1

The parties agree that all personnel actions, such as compensation, benefits, transfers, terminations, layoffs, return from layoff, training, education, tuition assistance, and social and recreation programs, will be administered without regard to actual or perceived race, color, creed, religion, class, age, sex, sex characteristics, gender, gender identity, gender expression, sexual orientation, partnership status, pregnancy status, marital status, familial status, national origin, ancestry, immigration and citizenship status, political affiliations, refugee status, asylum- seeking status, statelessness, veteran status, military status, disability, genetic predisposition, genetic information, domestic violence survivor status, victim of sex offense or stalking victim status, union activity, caregiver responsibility, or any other classification protected by applicable federal, state, or local laws.

Section 2

For the purposes of the Article, all the terms contained in section 1 above shall be interpreted as defined by law. If the

terms “sex characteristics,” “gender identity” and “gender expression” are not defined under law, then the terms shall have the following meanings:

- A. Sex characteristics refers to the chromosomal, gonadal, and anatomical features of a person, which include primary characteristics (such as reproductive organs, genitalia, chromosomal structures and/or hormones) and secondary characteristics (such as muscle mass, hair distribution, breasts, and/or stature).
- B. Intersex individuals are those born with sex traits and reproductive anatomy that differ from the binary biological characteristics of male and female, and who may or may not identify with intersex as their gender identity.
- C. Gender identity refers to an individual’s unique experience or lack of experience on the psychological, emotional, interpersonal, and/or societal levels within or without the spectrum that spans femininity, masculinity, neither, and/or a combination of the above. One’s gender identity may or may not correspond with their gender assigned at birth (the sex listed on their birth certificate) and evidence of one’s gender or sex may never be requested or required.
- D. Gender expression refers to the way in which one expresses, relates, and/or connects their internal experience or lack of experience of gender to the outside world through their name and pronouns, physical appearance, clothing choice and accessories, behaviors, and mannerisms that express aspects of one’s gender identity and/or role, vocal characteristics, use or lack of use of hormone replacement therapy, and any other interpersonal and social acts, experiences, preferences, and decisions related to one’s gender identity. Gender expression may or may not conform to a person’s gender identity and might fluctuate between varying expressions of gender.

Section 3

Transitioning employees have the right to determine when, how, and with whom to share information about their transition status.

Section 4

All staff have the right to:

- A. Expect privacy in relation to their gender identity and gender expression.
- B. Have CAG's personnel records reflect changes in name or gender upon request. CAG may be required by law to provide documentation of a legal name change to change the employee's name in certain circumstances, such as in connection with the employee's payroll or retirement accounts.
- C. Be referred to by the name and pronoun(s) of their choice. The intentional or persistent misuse of a person's pronouns or gender identity can constitute harassment and an act of workplace discrimination. All employees may display their pronouns in signature lines and in other contexts where helpful to identify the way in which they would like to be addressed.
- D. Have their gender identity and gender expression supported by Management and Human Resources. When requested, Management and/or Human Resources will assist transitioning employees to navigate transitioning in the workplace and in their interactions with other staff, partners, donors, and other members of the public, in accordance with established guidelines.
- E. Be assigned work based on non-discriminatory factors. Employees may not be directed away from job assignments or otherwise adversely treated because of their sex, gender identity, status as transgender, non-binary and/or Gender Non-Conforming (GNC), or any other protected characteristic.

- F. Access restrooms corresponding to their gender identity. In addition, CAG's preference is for all CAG facilities to have at least one non-gendered restroom available for use.
- G. Access to a private location, not a restroom or sanitary facility, for the purpose of chest feeding at in-person events.
- H. Be provided benefits, such as health insurance, that do not discriminate based on gender, gender identity, or gender expression. CAG will not enter health insurance contracts that exclude coverage for transition-related care.

Section 5

Each bargaining unit member is also obligated not to discriminate, harass, or retaliate on the basis of any of the protected characteristics or activities described above, against any other employee, or anyone with whom the employee has contact during the course of the employee's work.

ARTICLE 6

IMMIGRANT WORKFORCE

Section 1 — General Principles

The Union and CAG have a mutual interest in retaining knowledgeable, skilled, and effective employees. Accordingly, to the extent not addressed by this Agreement, the Union and CAG (and the Employer's PEO, where relevant) will negotiate over issues related to CAG's compliance with the Immigration Reform and Control Act (and any other current or future legislation, government rules, or policies related to immigrants) to the extent such laws and policies affect bargaining unit employees. The provisions of this Article will be applied only to the extent lawful under applicable legislation, rules, and policies.

Section 2

Absence from Work Due to Law Enforcement. CAG will not discipline, discharge, or retaliate against any employee who is absent from work due to arrest, detention, or incarceration by law enforcement pursuant to the employee's citizenship status or Visa status, and those days will not count against the employee's time and attendance record, provided the employee communicates as soon as reasonably practicable.

Section 3

Protection of Rights During Workplace Immigration Enforcement. CAG will promptly notify the Shop Steward and Union if CAG is contacted by the Department of Homeland Security (DHS) or Immigration and Customs Enforcement (ICE), a branch of DHS, or if a search and/or arrest warrant, administrative subpoena, or other request for documents is presented in connection with any bargaining unit employee(s). Further, CAG will:

- A. Refuse admittance of any agents of DHS or ICE who do not possess a valid warrant signed by a federal judge or magistrate.
- B. When presented with a judicially signed warrant, CAG will provide the authority presenting such warrant with a written statement that it is specifically withholding consent to enter any non-public areas of the workplace and is permitting search only under protest. If providing a written statement is not possible, CAG will verbally inform the authority presenting the warrant that they are withholding consent to enter non-public areas of the workplace and is permitting search only under protest. CAG will provide the Union with a memo outlining the verbal conversation.
- C. Not reveal to the DHS the names, addresses, or immigration status of any employee, except pursuant to a valid warrant or subpoena signed by a federal judge, magistrate, or immigration officer designated by the DHS.

- D. Permit inspection of I-9 forms by DHS or Department of Labor (DOL) only after a minimum of three (3) written days' notice.
- E. CAG shall provide no documents other than the I-9 forms to the DHS for inspection in the absence of a valid DHS administrative subpoena, or a search warrant or subpoenas signed by a federal judge or magistrate.
- F. Where a warrant specifically names certain individuals or the DHS presents a warrant or subpoena that requires the production of I-9 forms, the inspection shall be permitted and individuals named on the warrant shall be called into the front office.
- G. Where DHS notifies CAG that certain employees do not appear to be authorized for continued employment, CAG will provide the employees with a reasonable opportunity of not less than two (2) weeks to present other documents as listed on Form I-9 to establish their employment authorization.
- H. Nothing in this provision shall be interpreted to limit the employee's right to continued employment under applicable law permitting employees to present to CAG a timely replacement document for a previously issued but expired employment authorization.
- I. It is acknowledged that this Agreement shall not be interpreted to cause CAG to knowingly hire or continue the employment of any person not authorized to work in the United States as prohibited by applicable law.

Section 4 — Employer Self-Audits

Absent such form, notice from DHS, ICE, or any other federal, state, or local enforcement agency, CAG will not conduct an audit or any other type of inspection of its I-9 forms or personnel records, and will not allow any other private or public entity to conduct such an audit or inspection, except as required by applicable law.

Section 5 — I-9 Forms

CAG will maintain employee I-9 forms in a file separate from personnel records, as required by law. CAG will not duplicate, either by photocopy, electronically, or any other method, the documents provided by the employee in connection with the I-9 process, and will not retain any copies, however obtained, in any files.

Section 6 — Verification and Re-Verification of Work Authorization

CAG will not require or demand proof of immigration status, except as may be required by applicable law and listed on the back of the I-9 form. Further, CAG will not require that an employee re-verify their authorization to work unless CAG obtains actual or constructive knowledge that the employee is not authorized to work in the United States. "Actual or constructive knowledge" means such knowledge that would subject CAG to liability under the "employer sanctions" provisions of the immigration laws. Further, CAG will not require employees engaged in "continuing employment," as defined by applicable law, to provide proof of work authorization, including Social Security numbers (SSNs). "Re-verification" means requesting that an employee show documents purporting to prove their authorization to work in the United States and includes a request to provide proof of a valid SSN. In the event that CAG determines it has the requisite "actual or constructive knowledge" that requires it to re-verify an employee's authorization to work, CAG will:

- A. Notify the Union prior to notifying the employee and provide the Union with the factual basis for that determination;
- B. Afford the employee a reasonable period of time of not less than one hundred twenty (120) days to establish work authorization; and

C. Not take any adverse employment action against the employee unless CAG has complied with A and B above, and/or is required to do so by law.

Section 7 — Transfer of I-9 Forms

No employee shall be required to re-verify status in circumstances constituting “continuing employment” under applicable law. In the event of a sale of the business or its assets, or other business reorganization that transfers the employees to a different entity, CAG shall transfer the I-9 forms of its employees to the new employer entity, and shall condition such sale on the successor employer’s written agreement to use transferred I-9 forms to satisfy obligations with respect to I-9 forms.

Section 8 — Inquiries Into Immigration Status

CAG will not ask any employee, either orally or in writing, to respond to questions or provide documentation of immigration status, except as required by law. If CAG determines that such a request is required by law, CAG will provide the employee(s) and the Union a detailed explanation for the request, in writing, citing the factual and legal basis for the request. The Union will have two (2) weeks to reply to the request. Except as required by law, the employee will not be required to respond to questions or provide the requested documentation while the Union and CAG attempt to resolve a dispute under this section.

Section 9 — Employer Participation in Employer’s Verification Pilot Projects

CAG will not participate in any computer or online verification of immigration or work authorization status, except as required by law.

Section 10 — Corrections to Records

An employee may notify CAG of a change in name or SSN, and CAG will modify its records to reflect such changes. Such

employees shall not have their seniority or employment status affected, or suffer any loss of benefits as a result of notifying CAG of such changes. CAG may not discharge or in any manner discriminate, retaliate, or take any adverse action against an employee because the employee updates or attempts to update his/her personnel records to reflect change to his/her lawful name or valid SSN.

Section 11 — Social Security “No-Match” Letters

In the event that CAG receives notice, either by correspondence or otherwise, from the Social Security Administration (SSA) indicating that an employee’s name and SSN that CAG reported on the Wage and Tax Statements (Form W-2) for the previous tax year do not agree with SSA’s records, CAG agrees to the following:

- A. CAG will notify the Union upon receipt of any such notice and will provide a copy of the notice to all employees listed on the notice and to the Union;
- B. CAG will not take any adverse action against any employee listed on the notice, including firing, laying off, suspending, retaliating, or discriminating against any such employee as a result of receipt of a “No Match” notice;
- C. CAG will not require employees listed on the notice to bring in a copy of their Social Security card for CAG to review, complete a new I-9 form, or provide new or additional proof of work authorization or immigration status;
- D. CAG will not contact the SSA or any other governmental agency after receiving notice of a “no-match” from the SSA; and
- E. CAG will not interrogate any employees about their SSN (see section “Inquiries into Immigration Status”).

Section 12 – Expiration of Documents

CAG agrees to treat an employee's period of removal from employment due to the expiration of the employee's work authorization document as a leave of absence without pay for a period of up to ninety (90) calendar days, and reinstate the employee to the job without loss of seniority upon receipt of the renewal work authorization document if the employee provides appropriate documentation within that 90-day period.

Section 13 – Citizenship

Upon request, employees shall be released for up to five (5) unpaid working days during the term of this Agreement in order to attend U.S. Citizenship and Immigration Services proceedings and any related matters for the employee only. CAG may request verification of the reason for such absence. On the day an employee becomes a U.S. citizen, CAG will compensate the employee with a one-time paid personal holiday in recognition of their citizenship.

Section 14 – Limited-English Proficient Workers

While English is the language of the workplace, CAG recognizes the right of employees to use the language of their choice among themselves. Where financially feasible, CAG shall work with the Union to provide English as a Second Language (ESL) and literacy classes to employees, either directly or in partnership with not-for-profit ESL providers. CAG agrees that any employee who has limited English language proficiency and who is disciplined or discharged must be provided with notice in an additional language in which they are proficient, and that any meetings that may lead to or concern discipline or discharge for such an employee must be conducted in an additional or alternative language in which the employee is proficient.

Section 15 — Management Training

CAG shall orient its managers and supervisors regarding the provisions of this Article within 30 days of the Effective Date of

this Agreement and thereafter will bring the provisions of this Article to the attention of any new manager or supervisor.

ARTICLE 7

JOB POSTING, JOB TRANSFER, AND PROMOTIONS

Section 1 — Job Posting

Notice of bargaining unit position vacancies will be posted on CAG's internal page for at least seven (7) working days. Postings shall include bargaining unit status, job title, pay range, and sufficient information regarding requirements and duties to adequately describe the position.

- A. Employees who apply for the position within the first seven (7) working days of posting and who meet the posted qualifications for the position will be interviewed by CAG prior to interviewing outside applicants, unless the internal applicant is unavailable. After the seven (7) working days, employees are still eligible to apply as an internal applicant up until the position closing date, but the interview scheduling priority for early applicants referenced above does not apply.
- B. CAG shall have the final authority to determine the qualifications for all positions and to decide who to hire, which shall always be done in good faith. Where CAG determines that an internal employee applicant is the most qualified candidate for the position, in CAG's judgment, CAG shall award the position to the internal applicant provided that application of such internal preference does not undermine CAG's efforts to foster diversity, equity, and inclusion in hiring.
- C. Where CAG is deciding between two (2) internal employee applicants whose qualifications, in CAG's judgment,

are substantially equal, seniority shall be given primary consideration, provided that application of such preference does not undermine CAG's efforts to foster diversity, equity, and inclusion in hiring.

Section 2 — Job Transfers

Employees shall be eligible to apply for transfer to other CAG positions for which they qualify. The provisions of Section 1B and C above may apply to CAG on job transfers. Where CAG is deciding between two (2) internal applicants whose qualifications, in CAG's judgment, are substantially equal, the more senior employee shall be offered the position.

Section 3 — Promotions

- A. Employees in the bargaining unit may be recommended by their first-level supervisors for promotions to a higher-level position if such a higher position exists and is aligned with the organization's strategic need. The recommendation must be sent to the Department Director and Chief of Operations for evaluation and final decision. CAG will make the final decision on the proposed promotion (including the final job description for the higher-level role), and employees will need to successfully complete a Professional Development Plan (PDP) and/or demonstrate ability to meet the core competencies at the promotion level prior to advancement. If employees successfully complete their PDP, their promotion and pay will be retroactively applied from the date they began the role with the PDP. If employees do not complete the PDP, they will revert to their former position as though they had never left.
- B. To be eligible for a promotion, employees must be in good standing with CAG, including no ongoing disciplinary actions or investigations and not currently on a Performance Improvement Plan. Employees must also have gone through at least one annual performance review

cycle with a completed annual review. The annual review may be used to determine the promotion request as well. If CAG has not completed a performance review within the last twelve (12) months, employees will be presumed to have met eligibility for promotion purposes except under circumstances of extended or intermittent employee leave where there has not been an opportunity to complete an annual performance review. In such circumstances, CAG shall complete a performance review as soon as the employee returns from leave.

- C. Employees may also raise the issue of promotion on their own initiative without awaiting a supervisory recommendation, when the criteria in Section 3(B) above have been met.
- D. A promotion request will be evaluated by CAG within a reasonable period and, if approved, the final decision will specify the date the promotion will take effect.
- E. Upon promotion, the promoted employee's salary will be increased in accordance with Article 20, Compensation.

Section 4 — Demotions

A demotion is when employees are moved to lower-ranking or less responsible positions within their organization, often involving a decrease in job title, responsibilities, or pay. A demotion may happen: (1) at the employee's request, including but not limited to, as part of an approved job accommodation; (2) as an alternative to layoff; (3) where a position is created or modified in order to address skills and competency needs in the strategic priorities of the organization; or (4) where employees who are not meeting core competencies and expectation levels of their current role are nonetheless qualified for a lower-ranking or less responsible role in line with CAG's strategic goals and needs. The affected employees and the Union will be notified of any demotion decision and will have an opportunity to meet and discuss with Management.

Absent mutual agreement, CAG reserves the right to make and implement its final decision, and any unresolved dispute may be raised under the grievance/arbitration provisions of this Agreement. Pay treatment for demotions will be in accordance with Article 20, Compensation.

Section 5 — Relocations

Employees who relocate pursuant this Article and at the request of CAG, may be eligible for relocation expenses if their new residence is more than forty (40) miles from their former residence. In such a case, the employee may:

- A. Elect to receive reimbursement for reasonable moving expenses incurred, supported by original receipt(s), not to exceed \$15,000, to relocate their residence as a result of the transfer; or
- B. Elect to receive a reasonable relocation allowance of up to \$10,000 considering distance and related consequential expenses.

ARTICLE 8

SENIORITY

Section 1

For purposes of this Agreement, an employee's seniority date shall be the employee's first day of employment with CAG, including when CAG was fiscally sponsored by National Domestic Workers Alliance, as either a bargaining unit or non-bargaining unit employee. Independent contractor period will not be considered as employment.

Section 2

Except as provided below, employees shall retain their original seniority date only while continuously employed by CAG. For purposes of this provision, employees shall be deemed

continuously employed by CAG while on approved leave of absence from CAG provided they remain employed by CAG during such leave.

Section 3

Employees who are laid off under this Agreement will retain their original seniority date provided they return to employment under this Agreement within twelve (12) months.

Section 4

Former CAG employees rehired by CAG in a bargaining unit position under this Agreement will be given a new seniority date based on including all their past employment by CAG preceding rehire, less any periods of absence that interrupted their accrual of seniority or resulted in loss of their previous seniority date. This provision also will be applied to a former CAG employee who is rehired in a non-bargaining unit position but is subsequently transferred back to the bargaining unit.

Section 5

If more than one (1) employee has the same seniority date, the last four (4) digits of the Social Security Number will be used to establish the ranking. The employee with the lowest number will be considered the most senior.



ARTICLE 9

HEALTH AND SAFETY

Section 1

CAG is committed to an equitable, inclusive, and safe environment in the workplace.

Section 2

The Employer will provide safety equipment, including ergonomic chairs and equipment necessary for an employee's work assignment in accordance with OSHA standards.

Section 3

CAG operates on a schedule that allows employees the flexibility to accommodate occasional work days or periods that exceed the standard 8-hour work day. For additional information on work-hour regulations, refer to applicable articles on work and schedules.

Section 4

If an employee reasonably believes that there are health or safety conditions that compromise their health or safety in the work performed or in the workplace, the employee must notify their supervisor and the HR department immediately and wait for instructions on how to handle the situation.

- A. In the case of any working condition allegedly affecting the employee's health, an existing accommodation, or a needed accommodation, the employee may be required to present appropriate medical documentation to the HR department.
- B. In the case of a working condition or arrangement alleged to present a serious safety risk with no accommodation on file, including but not limited to travel and in-person work events, the employee may request an interim work arrangement while (a) an investigation is conducted to determine seriously unsafe working conditions or risk; or (b) suitable alternate arrangements are being considered and implemented by CAG Management and HR.

Section 5 — New Safety Policies and Public Health Concerns

- A. Introduction of new safety policies. During a global pandemic, public health emergencies, political upheavals

(protests, political violence, etc.), and natural disasters, CAG Management and HR will develop and implement safety guidelines for staff under the guidance of federal and global health authorities, based on location risks, and to the degree possible, contingent on budgetary restraints and relative premises limitations.

B. Public Health Procedure.

1. In-Person Events. Any CAG-controlled, in-person events that employees are asked to attend shall have sufficient safety protocols in place to ensure their safety in accordance with applicable public health requirements. Event safety risks will be evaluated on a case-by-case basis, under federal mandates and the health and safety conditions local to the event. Employees shall have the opportunity to request an opt out of any in-person event if they have public safety, caregiving, or medical concerns. HR may request additional information concerning the nature of and grounds for the request.
2. Employee Expected Travel. CAG and the Union understand that some positions include responsibilities that require travel. Employees with a reasonable valid concern about their own safety or the safety of someone in their personal life may decline to travel on those grounds without being retaliated against or penalized. HR may request additional information concerning the nature of and grounds for the request.

Section 6

For the sake of informing management policies around health and safety, the Labor Management Committee will include health and safety on meeting agendas on an as-needed basis as defined in Article 28.

Section 1

Opportunities for professional development shall be encouraged by CAG particularly as it pertains and contributes to current and developing work. When employees are required by CAG to attend a particular training, CAG will pay the cost, and the time spent in such training will be considered work time.

Section 2

CAG will establish a staff development budget of one thousand dollars (\$1,000) per employee, per fiscal year, for purposes of training, conferences, and other staff development opportunities (including individually requested training), and payment of approved association or professional society dues/fees. Requests for use of such staff development funding will be considered on a case-by-case basis by budget directors, taking into account work deliverables, training, and development needs. Employees and their supervisors may jointly identify individual development priorities. To the extent possible and where applicable, funds approved for employees' training costs will continue to be available to employees via the current expense card without the need for employees to submit for reimbursement. Management may, on its own initiative, offer Professional Development funds in excess of the budgeted one thousand dollars (\$1,000) on an as-needed basis and taking into account CAG strategic shifts and goals to close skills gaps and competencies.

Section 3

All new bargaining unit employees will receive orientation and training on CAG policies and procedures on paid work time. Onboarding will be tailored to the job for which the new employee is hired. In addition, within ten (10) days of an

employee's start date, CWA will have the ability to meet with the new employee for up to one (1) hour on paid work time in order to orient them to the Union and this Agreement.

Section 4 — Educational and Professional Development

- A. CAG shall support professional development resources and training that enhances the skills necessary for employees to successfully perform their jobs or other CAG-career positions. Nothing in this Article shall prevent CAG from granting additional professional development leave and/or other educational opportunities or reverting to the minimum hours and reimbursements discussed in this article. When CAG requires employees to attend a particular training, CAG will pay the cost of the training and it will be considered time worked. Employees may use unpaid Personal Leave (per leave policies in Article 18) to take advantage of professional and educational opportunities of personal interest not required for their role.
- B. Approval Process
 - 1. Employees who wish to participate in a professional development program shall request advance approval from their supervisor with at least two (2) weeks' notice. Such requests shall be considered in good faith with priority given to mission-critical, organizational priorities. If denied, employees will be provided an explanation of Management's decision in writing.
 - 2. Evidence of participating in the professional development program must be provided following the employee's return to work to ensure that the program CAG paid for has been completed.

Section 5 — License and Certifications

- A. CAG shall reimburse employees for the cost of renewing or obtaining a license/certification that is "required," "desired," or adds value to the employee's job in the judgment of CAG.

- B. Reimbursement Process. Any requests for reimbursement must be submitted in accordance with CAG procedures along with the following documentation:
1. Receipt that is no more than ninety (90) days old, unless there are special circumstances that prevent the employee from submitting the documentation in a timely manner; and
 2. A copy of renewed license/certification or "non-passing" letter, if available. If it is not available, the employee shall submit it as soon as it becomes available.
- C. If the employee does not pass an initial certification or licensing exam required for their work, or a certification/licensing renewal, CAG will reimburse the employee for the cost of the first failed exam and allow for one more reimbursement of the same licensing/certification exam within a six (6) month period. After reimbursement for the cost of the second exam, the employee will be ineligible for further reimbursements on the same license/certification until the license/certification would be up for renewal, according to its regular cycle, had the employee passed their most recent certification/licensing exam.

ARTICLE 11

REMOTE WORK LOCATION

Section 1

Employees in the bargaining unit will continue to work remotely during the life of this Agreement and until the parties agree to discontinue such program.

Section 2

In any work-from-home arrangement, the following provisions will apply:

- A. CAG will provide the employee with a CAG-owned laptop and other IT equipment determined by CAG to be necessary for the employee's work. Employees working at any location outside the CAG office must take every precaution to ensure the security of CAG data outside the office premises and comply with all relevant employer policies and procedures relating to security and technology.
- B. Employees are responsible for promptly reporting to CAG any temporary disruption in home internet service or similar technical issues. In appropriate circumstances, CAG may direct the employee to use CAG-paid co-working facilities until the internet or technical issues are resolved. Documented tech issues with limited or no options for resolution will not result in disciplinary action against the employee. Documentation, if unavailable from the internet service provider, can be in the form of an email from the affected employee giving the details of the disruption.
- C. In the event of a temporary computer malfunction, power outage, internet failure, or other technical issue outside the control of the employee, that prevents the completion of work, and the employee cannot perform their work from an environment that is conducive to accomplishing the work effectively with a CAG-authorized device in accordance with CAG IT and Technology policies (e.g., a relative's home Wi-Fi, a university library, a public library, or a CAG-paid, co-working space within fifteen (15) miles of their remote work location), wages will continue to be paid for up to two (2) workdays until the issue is resolved. The employee shall work collaboratively with their supervisor to address the impact of the delay and to work on potential alternative measures to reduce the impact of the temporary disruption. After two (2) workdays, the employee will be required to use paid vacation, personal days, or unpaid leave. In the event an employee is unable to access their work due to the fault

of the Employer, the employee will not be required to use their paid vacation, personal days, or unpaid leave.

- D. CAG will provide employees with training resources in the proper ergonomic set-up of their at-home workstation and workstation components. To the extent that a participating employee requires disability accommodation, CAG will engage in the appropriate interactive process and offer reasonable accommodations as may be required by law and this Agreement.
- E. Employees working remotely shall work from their address as registered for employment taxation purposes and shall follow CAG relocation and domestic and international travel policies for compliance with state, federal, and international employment taxation and Workers' Compensation laws.

Section 4

Remote work arrangements in effect as of the Effective Date of this Agreement will not be unilaterally changed by CAG.

Section 5

Employees will continue to be eligible to acquire home office equipment as included in their onboarding Eligible Equipment Purchase Guide issued within employees' offer letters and computer purchase information two (2) weeks prior to onboarding. Employees will be entitled to equipment replacement in the event of damage in accordance with CAG policies as applicable to all staff. The maximum amounts referenced in the Eligible Equipment Purchase Guide are subject to change based on actual market prices. The standard pricing will be applicable to all staff. Employees may purchase items needed to work comfortably and efficiently at home.

HOURS OF WORK AND SCHEDULES**Section 1**

CAG's payroll week begins on Monday and ends on Sunday. The normal workweek is Monday through Friday. A full-time workweek shall consist of forty (40) hours, including a one (1) hour paid meal period each workday.

Section 2

Employees will work a flexible, 40-hour work week and will be available between the hours of noon and 6 p.m. EST to respond to time-sensitive work requests within a two (2) hour window, Monday through Friday, unless alternative work hours have been approved by their supervisor, or the employees have updated their calendar to indicate "away" status.

Section 3

CAG recognizes that employees need predictability in their schedules, and this impacts their ability to work beyond their typical workday. When possible, CAG will notify employees at least 48 hours in advance of the need to work outside of their normal hours. When management is unable to provide such notice, employees will not be required to comply to the extent that it compromises the care of themselves or another person.

Section 4

If an employee seeks a permanent change in their normal work schedule on one or more days, any such change must be requested in writing and approved in advance by the employee's supervisor or the Chief of Operations.

Section 5 — Flexible Work Schedules

A. CAG aims to provide flexible work schedules, allowing employees to adjust their standard 40-hour workweek

to accommodate personal needs while fulfilling work obligations from Monday to Friday. Supervisors and employees should collaborate on planning and developing schedules in line with this Agreement.

- B. In the event an employee needs to request time off during a scheduled workday (Monday to Friday) to be made up within the same payroll week (Sunday through Saturday), the employee must submit their request to their manager for approval. This flexible arrangement can be used instead of accruing compensatory time or receiving overtime pay, following local, state, or federal regulations. The employee will specify when the exchanged time will be made up within the same payroll week. This request can only be made by the employee to their supervisor.

ARTICLE 13

COMPENSATORY TIME OFF

Section 1

CAG provides Compensatory Time Off ("Comp Time") to allow employees time to rest and recharge in accordance with the provisions of this Article. Only exempt employees are eligible for Comp Time. The terms "Compensatory Time" or "Comp Time," when used in this Agreement, refer to the designated period of time off with pay granted to an exempt employee under the circumstances set forth in Section 2 below.

Section 2

When an exceptional need arises for an exempt employee to complete a mission-critical assignment or scope of work that requires them to work in excess of a forty-four (44) but less than fifty-four (54) hour workweek, and Management provides advance written approval for that excess work time, the

employee will also be scheduled for a designated compensatory day off with pay (8 hours) for rest and recuperation. If the work is in excess of fifty-four (54) hour workweek, and Management provides advance written approval for that excess work time, the employee will also be scheduled for a designated compensatory two (2) days off with pay (16 hours) for rest and recuperation. This Comp Time will be recorded as "other paid time off" in the CAG time tracking portal and will not be charged against the employee's allotment of vacation or sick days.

Section 3

Approval of Comp Time Eligible Work. Comp Time-eligible work by an employee must be approved in advance by CAG Management, and the authorization for that work (including any required business travel) will be communicated in writing by the employee's supervisor. The employee will also be given at least one week's notice of their designated compensatory day off.

Section 4

In the event that an employee concurrently receives both Comp Time under this Article and rest time as provided for under Article 9, Health and Safety, the total amount of time off they receive shall not exceed the number of hours worked above 40 hours in the corresponding workweek.

Section 5

There will be no cash payment by CAG in lieu of Comp Time at any time, including at the end of employment.

Section 6

Non-exempt employees are not eligible for Comp Time. Overtime provisions for non-exempt employees are addressed in Article 14, Non-Exempt Employees and Overtime Pay.

ARTICLE 14

NON-EXEMPT EMPLOYEES AND OVERTIME PAY

Section 1

Non-exempt employees shall receive overtime pay at the rate prescribed by the Fair Labor Standards Act and/or applicable state and local laws but at least one-and-one-half (1½) times their regular rate of pay for all hours worked in excess of forty (40) hours within the workweek (or such other controlling overtime threshold as prescribed by applicable law). Paid holidays, vacation days, sick days, and any other paid time off shall be considered hours worked for purposes of computing entitlement to overtime pay.

Section 2

Supervisors and non-exempt employees will monitor work schedules with the goal of avoiding non-exempt employees working more than their regularly scheduled daily and/or weekly hours. No overtime work shall be performed by any employee without written approval from the employee's immediate supervisor in advance, with notice to HR.

Section 3

Exempt employees are not eligible for overtime pay. Non-exempt employees are not eligible for Compensatory Time under Article 13, Compensatory Time Off.

ARTICLE 15

HOLIDAYS & TIME OFF

Section 1

CAG will observe the following paid holidays:

- A. Martin Luther King, Jr. Day
- B. President's Day
- C. Memorial Day
- D. Juneteenth
- E. Independence Day (July 4)
- F. One-week Summer Break to be provided in the month of July or August, with specific dates determined by CAG management. The Union will be provided the dates in advance for feedback and consultation.
- G. Labor Day
- H. Indigenous Peoples Day
- I. Election Day (U.S. federal elections every four years in November)
- J. Thanksgiving
- K. The day after Thanksgiving
- L. Two-week Winter Break with the specific dates determined by CAG management. The Winter Break will include Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day. The Union will be provided the dates in advance for feedback and consultation.

Section 2

Employees will be able to use, at their discretion with manager approval, two "floating holidays" intended to be used for days of spiritual significance, holidays, or other observances that fall on business days and for which CAG is not already closed. These two "floating holidays" are available at the beginning of each year for all employees.

Section 3

If a holiday falls on a Saturday or Sunday, CAG will observe the holiday on the preceding Friday or the following Monday.

Section 4

Every attempt will be made to honor the listed holidays annually. In exceptional cases where an employee is required to work on a holiday, they will be credited back the appropriate number of hours to be used within 30 days. Crediting of untaken holidays and the request to use them is subject to supervisor approval.

ARTICLE 16

VACATION TIME

Section 1

All employees will be entitled to paid Vacation time off, which accrues per pay period according to the following schedule, beginning the first day of employment.

Years of Service	Days/Hours Per Year	Maximum Accrued Hours/Days	Max Hours	Accrued Hours/Pay Period
0 – 3	12 (96 hours)	18 (144 hours)	144 hours	4
3 – 4	15 (120 hours)	22.5 (180 hours)	180 hours	5
5 – 7	18 (144 hours)	27 (216 hours)	216 hours	6
7+	21 (168 hours)	31.5 (252 hours)	252 hours	7

Section 2

Vacation time may be carried over from one calendar year to the next, but the total amount of vacation time available to an employee at any time will not exceed the maximum number of hours outlined in the table above.

Section 3

Vacation may not be taken during an employee's first 90 days of employment without a supervisor's approval. Such requests must be considered in good faith and will not be unreasonably or arbitrarily denied. Employee probationary periods will be extended to include any vacation days taken during probation.

Section 4

Employees may request up to three (3) days of advanced (not yet accrued) vacation, provided that the amount of vacation time advanced may not exceed 24 hours of available vacation at any time. Such requests will be considered in good faith and will not be unreasonably or arbitrarily denied.

Section 5

Employee requests for two (2) days or less of consecutive time off, or for a cumulative amount consisting of no more than six (6) days within a three (3)- week period, will be approved if the employee provides at least two (2) weeks advance notice. Such requests submitted within two (2) weeks of the vacation date are subject to supervisor's approval. Such requests will be considered in good faith and will not be unreasonably or arbitrarily denied. If the request is denied, CAG will provide a reason for the denial in writing.

Section 6

Employee requests for more than two (2) days off or more than six (6) days off within a three- (3) week period must be submitted at least two (2) weeks in advance and are subject to supervisor approval. Such requests will be considered in good faith and will not be unreasonably or arbitrarily denied. If the request is denied, CAG will provide a reason for the denial in writing.

Section 7

Employees shall be paid for accrued, unused vacation (subject to the accrual maximum specified in Section 2 above) at the

termination of their employment with CAG. The timing of the payment will be in accordance with applicable state and federal laws. Accrued, unused vacation time shall not be subject to cashout at any other time. Any balance of advanced vacation time at the time of an employee's separation from employment will be recouped from their final pay.

ARTICLE 17

SICK AND SAFE LEAVE

Section 1

All employees will be entitled to fourteen (14) days of paid sick and safe leave granted on January 1st of each year or on day one (1) of employment, prorated to the time of year when they begin. There will be no cash payment for unused sick and safe leave by CAG at any time, including at the end of employment.

Section 2

Part-time employees while on approved sick and safe leave will be paid prorated by the number of hours in their regularly scheduled work week. If a part-time employee is determined to have increased their regular work hours (based on actual hours worked) in a quarter, any owed pay for utilized sick and safe leave during that quarter will be retroactively adjusted and be paid out in the next pay period.

Section 3

Sick leave is to be taken in the event:

- A. Employees have a mental or physical illness, injury, or health condition; they need to get a medical diagnosis, care, or treatment of a mental or physical illness, injury, or condition; or they need to get preventive medical care.

- B. Employees must care for a young person whose school or child care provider closed due to a public health emergency.
- C. To care for any immediate family member who needs medical care, treatment of a mental or physical illness, injury, or health condition, or who needs preventive medical care.

Section 4

Safe leave is to be taken for absences from work when the employee, chosen family member (as defined in Article 18, Leaves of Absence), or immediate family member may be the victim of any act or threat of domestic violence, unwanted sexual contact, stalking, or human trafficking and they need to take actions necessary to restore the physical, psychological, or economic health or safety of themselves, chosen, or immediate family members, or to protect those who associate or work with them, including to:

- A. Obtain services from a domestic violence shelter, rape crisis center, or other services program;
- B. Participate in safety planning, relocate, or take other actions to protect their safety or that of family members, including enrolling young people in a new school;
- C. Meet with an attorney, government agency, or social service provider to;
 - 1. obtain information and advice related to custody, visitation, matrimonial issues, orders of protection, immigration, housing, discrimination in employment, housing, or consumer credit;or
 - 2. File a domestic incident report with law enforcement, meet with a district attorney's office, or attend civil or criminal court dates related to any act or threat of domestic violence, unwanted sexual contact, stalking, or human trafficking.

Section 5

In the event an employee is covered under state or local laws, regulations, or ordinances that provide a similar benefit, the employee must apply for the state or local leave. Available sick and safe leave may be used to supplement any state or local wage replacement for such leave up to 100% of the employee's wage/salary. If available sick and safe leave is exhausted, the employee may request unpaid leave.

Section 6

Employees will be permitted to use sick and safe leave in one-(1) hour increments for emergencies. When sick and safe leave hours have been exhausted, employees may use accrued vacation time or may request a leave of absence, as defined by Article 18 Leaves of Absence.

Section 7

CAG HR reserves the right to request documentation in support of any and all sick and safe leave greater than five (5) days.

ARTICLE 18

LEAVES OF ABSENCE

Section 1

The number of days off provided for a given category of leave under this Article shall be the same for all employees eligible for such leave, whether they work full time or part time. Part-time employees who work less than forty (40) hours a week will receive pro-rated leave pay based on their number of hours determined by the number of hours in their regularly scheduled workweeks. If at the time of taking leave a part-time employee's regularly scheduled work hours have been increased (based on actual hours worked over the previous

twelve (12) months, or since date of hire if they have been employed less than twelve (12) months), they will be paid in accordance with the actual hours worked.

Section 2

CAG will continue all medical, dental, vision, and other benefits during approved leaves, subject to employees' contributions as defined in this Agreement.

Section 3

Upon return from an approved leave of absence, employees shall be reinstated to their former job title and rate of pay, subject, however, to any intervening changes made in accordance with this Agreement.

Section 4

For the purposes of this Article, chosen or related family include, but are not limited to: spouse, domestic partner, child (including miscarriage), parents, mother-in-law, father-in-law, stepparents, stepchildren, step siblings, aunts, uncles, nieces, nephews, cousins, grandparents, grandparents-in-law, grandchildren, brothers-in-law, sisters-in-law, daughters-in-law, and sons-in-law.

Section 5 — Paid Family and Medical Leave (FML)

A. Employees who have successfully completed ninety (90) days of employment will be entitled to up to sixteen (16) weeks of paid time off for the following purposes:

1. Birth and care of a newborn, adopted or foster child up to a year after birth, adoption or placement;
2. Care of a member of an employee's immediate family or an individual (previously classified as "caregiver leave") related by affinity whose close association with the employee is equivalent to an immediate family member who has a serious health condition or is otherwise in need of care; or

3. Employees' own serious health conditions that make them unable to perform the essential functions of their job.
- B. CAG will follow definitions used in FMLA regulations, such as "needed to care for," "serious health condition," and others.
 - C. Leave provided under this Section will run concurrently with and will be coordinated and integrated with any statutorily mandated leave applicable to the circumstances. Where an employee is covered by any public leave benefit program providing paid FML benefits (e.g. State Disability Insurance, Paid Family Leave), the employee must apply for available benefits, and CAG will supplement the benefit amount awarded to make up 100% of the employee's wage/salary for up to sixteen (16) weeks. Employees will not, under any circumstances, be able to combine public wage replacement benefits and CAG FML supplement to receive more than 100% of their weekly pay. If the employee is not eligible for any public wage replacement for such leave, then CAG FML will pay 100% of the employee's salary for up to sixteen (16) weeks.
 - D. After employees use all sixteen (16) weeks of applicable leave under this Section, they may also use:
 1. Up to four (4) weeks of accrued sick and vacation time; and
 2. Four (4) additional weeks of unpaid time off or working part time at least twenty (20) hours of work per week, with a prorated salary or a combination of both. CAG will continue all medical, dental, and vision during this period, subject to employees' contributions based on their original employment status.
 - E. If the period of Paid Family and Medical leave taken by employees includes an approved holiday or CAG-mandated

closure, the leave will be extended for the duration of said holiday or mandated closure.

- F. An employee must provide certification of the reason for leave, such as a note from a doctor or other medical professional, to qualify for FML under this Section. Except for the birth or adoption of a child, the medical provider's certification must include a recommendation for full medical leave or intermittent medical leave. Submission of medical certification does not guarantee approval. CAG will follow the FMLA procedures to verify medical certification of leave and may in some circumstances seek a second medical opinion, at no cost to the employee, to determine eligibility.
- G. An employee who takes paid medical leave for their own qualifying condition must be medically cleared to return to work in any work schedule. Prior to returning to work, the employee's attending physician must complete and return a physician's letter to CAG.
- H. If an employee who has taken FML under this Section experiences a separate or additional qualifying event rendering them eligible for leave under this policy in one, twelve- (12) month period, they may request up to an additional fourteen (14) weeks of leave under this policy. The Chief of Operations may approve this additional leave as either paid or unpaid leave based on the fiscal health of the organization.
- I. Pregnancy-Related Disability. Employees who are unable to work as a result of pregnancy or a pregnancy-related disability will be entitled to paid sick leave, temporary disability benefits, and unpaid sick leave upon the same terms as employees who are unable to work because of other non-work-related illnesses or temporary disabilities pursuant to this Agreement. Pregnant employees are

expected to work as long as they are physically able to perform their job duties. In all cases, a physician's statement certifying the employee's ability or inability to work is required. Employees who take a leave of absence due to a pregnancy-related disability will still be eligible for the leave provisions of this Section once their disability leave ends.

Section 6 — Bereavement Leave

- A. Employees who experience the death of a chosen or related family member (as defined in Section 4 of this Article) may take up to ten (10) days of paid bereavement leave. The ten (10) days of leave may be used consecutively in one block of ten (10) days off, or in increments of one (1) day, intermittently, within a 30-day period. Consideration may also be given to Bereavement Leave requests made for related family members not listed in Section 4 above.
- B. Employees who have worked at CAG for less than three (3) months (90 days) may take bereavement leave. However, any time taken off during the first ninety (90) days will be added on to their probationary period.
- C. CAG reserves the right to request proof of death and familial relation when considering bereavement requests.
- D. In the event that employees experiences the death of a pet and request time off, CAG may, in its discretion, provide one bereavement leave of up to three (3) days off, once during the employee's employment under this Agreement.

Section 7 — Jury and Witness Duty

- A. If an employee is called for jury duty, or to be a witness in a civil case for CAG or in a criminal case (where the employee is not the accused), the employee should notify their supervisor as soon as possible and share a copy of the applicable notice.

- B. CAG will grant the employee five (5) days of paid time off for jury duty, per occurrence, and will pay the employee \$40 per day for up to five (5) additional days to reduce the difference, if any, between the employee's regular salary and any pay received for the time the employee is required to serve on the jury, witness or as otherwise required by law. Employees are required to follow the proper protocol for requesting time off for jury duty, and must accurately document their time off in CAG's payroll and time-tracking system.
- C. Employees are expected to report for work on any day on which jury duty attendance is not required. If an employee is excused from duty early in the day, the employee will be expected to return and work remotely for the remainder of the day.
- D. An employee lawfully subpoenaed under penalty of arrest for failure to appear in a court case, in which they are a party, shall be excused from work without pay. Time off without pay can be replaced by using available vacation time at the employee's option. Employees are required to follow the proper protocol for requesting time off as set forth in this Section, and must accurately document their time off in CAG's payroll and time-tracking system.

Section 8 — Military Leave

- A. Employees who are required or elect to participate in military training or duty shall be granted unpaid leaves of absence in accordance with applicable law. Employees called for active duty should contact Human Resources for further information. Employees should notify their supervisors as soon as they become aware of a military service obligation.
- B. Depending on the length of military service, employees, upon return to CAG, may be entitled to reinstatement to

their former position or to another position within CAG, as well as to certain other benefits in accordance with applicable federal and state laws.

C. Leave for Annual Military Training

1. Employees who are members of the U.S. Army, Navy, Air Force, Marines, Coast Guard Reserves, or the National Guard may be granted unpaid leaves of absence for the purpose of participating in Reserve or National Guard training programs.
2. Employees will be granted the amount of leave needed to meet the training requirements of their units as required by applicable law. No employee will be required to use vacation time for military duty, but employees who elect to schedule their vacations to coincide with military duty will receive their full, regular vacation pay in addition to any pay from the military.

D. Military Spouse Leave. Employees who work an average of twenty (20) or more hours per week are eligible for ten (10) days of unpaid leave if they are the spouse of qualifying military personnel who are on leave from being deployed to a combat zone during a period of military conflict. CAG encourages employees to take advantage of military spouse leave and will not retaliate against employees requesting to take leave under this policy in accordance with its terms. Any leave of absence under this policy will run concurrently with any leave granted under federal, state, or local laws, including the federal FMLA and state paid family leave law, to the extent permitted by law.

Section 9 — Organ and Bone Marrow Donor Leave

Employees donating an organ to another person will be granted a paid leave of up to thirty (30) workdays in any one-(1) year period. Employees donating bone marrow to another person will be granted a paid sick leave of up to five (5)

workdays in any one- (1) year period. Employees requesting either type of leave should make their request as far in advance as possible and must provide written verification of the need for the leave, stating that there is a medical necessity for the donation. Employees taking leave for organ donation must first use up to two (2) weeks of accrued but unused paid sick or vacation leave. Employees taking leave for bone marrow donations must first use up to five (5) days of accrued but unused paid sick or vacation leave.

Section 10 — Personal Leave

Personal leave of up to four (4) weeks (20 workdays) for reasons other than those provided in this Agreement may be granted in extraordinary circumstances at the sole discretion of the CAG HR department in consultation with the Management Team. Personal leave is unpaid. An employee must exhaust accrued vacation before beginning a personal leave of absence. Medical benefits will be maintained during the four (4) weeks of personal leave subject to the employee's contributions as defined in this Agreement. Employees will continue to accrue vacation, sick, and personal time while on Personal Leave.

Section 11 — Domestic Violence Leave

- A. An employee who has been the victim of domestic violence, and who has exhausted their sick and safe leave, may be allowed to take additional leave as required by law for the following:
1. To seek medical attention;
 2. To obtain or attempt to obtain any relief, including but not limited to, a temporary and/or permanent restraining order;
 3. To obtain psychological counseling; or
 4. To participate in safety planning to increase safety from future domestic violence.

- B. If advance notice is not practical and reasonable, an employee who takes leave due to domestic violence may be required to provide certification verifying the need for the absence, including but not limited to, a police report, a court order, a doctor's note, or some other form of documentation. Employees who take approved leave due to domestic violence must utilize existing accrued vacation leave to be paid during the absence. It is CAG's policy to be flexible regarding leaves of absence due to domestic violence, and CAG will consider such requests under unpaid "personal leave" as outlined in Section 10 above.

Section 12 — Voting Leave

- A. On days when elections for public office are scheduled throughout the state, county, city, or town in which the employee works, the employee will be granted up to two (2) hours of paid time off to vote only if they do not have sufficient time to vote outside of working hours.
- B. For the purpose of this Agreement, an employee should apply CAG's flex time work policy per Article 12, to allow ample time for voting.
- C. Elections for public office include elections for sheriff, school board, district attorney, and all primary and general elections.

Section 13 — Volunteer Civil Service

Employees may take unpaid time off to perform emergency duty as a volunteer firefighter, peace officer, civil air patrol, or emergency rescue personnel. Employees are also eligible for unpaid leave for required training. When taking time off for emergency duty, employees must alert their supervisor before doing so when possible. When taking time off for training, employees must provide reasonable advance notice of their planned absence. In all cases, employees must provide supporting documentation for leave under this Section.

Section 14 — Sabbatical Leave

Employees who have completed at least five (5) years of service, and who worked an average of 30 hours or more per week during their preceding five (5) years of employment, may apply for a sabbatical leave at CAG. These employees may apply to take sabbatical leave for two (2) consecutive months at full pay, with the option to use unused, accrued vacation to supplement the leave for up to an additional four (4) weeks.

- A. After an employee has completed sabbatical leave, they are not permitted to reapply for sabbatical leave for a period of another five (5) years following the completion of their last sabbatical.
- B. Employees are eligible for only one (1) type of planned long-term leave (15 consecutive workdays or more) per year (twelve (12) consecutive months), with the exception of vacation time, an unforeseen emergency medical leave, and/or caregiver leave.
- C. Employees on approved sabbatical leave will not accrue additional vacation time during sabbatical leave. Employees who are on approved sabbaticals are eligible for benefits coverage. Employees on sabbatical who are enrolled in CAG's group benefits plan will continue to have pre-tax deductions made from their pay during the sabbatical period.
- D. Eligible employees who wish to apply for sabbatical leave are required to submit a request to their immediate supervisor at least three (3) months in advance prior to the proposed leave date and a proposal for work coverage during that time. At least 30 days prior to the sabbatical, detailed plans for work coverage during the sabbatical must be submitted to and approved by the supervisor and Human Resources.

- E. The submitted proposal will be reviewed by the employee's immediate supervisor and Human Resources. Sabbatical requests will be considered based on CAG's ability to staff the work area during the proposed months of leave. Approval will not be unreasonably denied. No more than two (2) employees in a given department or team will be approved to take sabbatical leave at the same time.
- F. If an employee who is eligible for sabbatical leave is laid off, the employee's two (2) months of sabbatical leave will be included in their severance calculation.

Section 15 — PTO and Vacation Accrual

For purposes of this Article, employees on leaves of ten (10) days or less, bereavement, jury duty, or unpaid personal leave will continue to accrue PTO and vacation while on leave. Employees will not accrue PTO and vacation during PFML, Short-Term Disability, or Long-Term Disability unless otherwise required by law.

ARTICLE 19

HEALTH, WELFARE, AND RETIREMENT BENEFITS

Section 1

All employees covered by this Agreement will be eligible for all benefits provided in this Article in accordance with the terms of the underlying insurance policies and/or other governing plan documents ("Plan Documents"). In the event of a conflict between the Plan Documents and any Summary Plan Description or other description of benefits, the Plan Documents will control, subject to the limitations set forth in this Agreement. To the extent possible, CAG will ensure that the Plan Documents are modified to comply with the

provisions of this Agreement.

Section 2 — Medical, Dental, and Vision Benefits

- A. CAG will continue to provide medical, dental, and vision care benefits to all employees under the same terms and conditions as existed on the Effective Date of this Agreement.
- B. Employees who work thirty-two (32) hours or more per week (unless otherwise required by applicable employment law) are eligible for 100% coverage of their health, dental, and vision insurance for themselves and a spouse/domestic partner and/or qualified dependent(s).
- C. Employees who work less than thirty-two (32) hours per week will be eligible for a cost share of 75% coverage by CAG / 25% coverage by employees of their health, dental, and vision insurance for themselves and a spouse/domestic partner and/or qualified dependent(s).

Section 3

A Health Reimbursement Account (HRA) will be provided to all employees enrolled in the medical care plan, provided the plan continues to be qualified as a high-deductible plan. The amount provided by CAG will continue to cover the totality of the Out-of-Pocket maximum for at least one plan option per year during the term of this Agreement.

Section 4

Flexible Spending Account (FSA) and Dependent Care Account (DCA) will continue during the term of this Agreement under the same terms and conditions as provided on the Effective Date of this Agreement.

Section 5 – Short Term Disability (STD)

CAG will continue to provide STD benefits during the term of this Agreement to all employees with no premium cost to the employees, under the same terms and conditions as

provided on the Effective Date of this Agreement. CAG will supplement any partial wage replacement benefit provided by STD or any public benefit program (if applicable) for such leave up to 100% of employees' wages/salaries for the duration of CAG's STD leave plan provisions, or as required by applicable law (whichever is longer) but not less than twenty-six (26) weeks.

Section 6 — Long Term Disability (LTD), Life Insurance (LI), and Accidental, Death and Dismemberment Insurance (AD&D)

CAG will continue to provide LTD, LI, and AD&D during the term of this Agreement under the same terms and conditions as provided on the Effective Date of this agreement. CAG will supplement any partial wage replacement benefit provided by LTD or any applicable public benefit program for such leave up to 100% of employees' wages/salaries, but in no event will the combined wage supplement from CAG for employees' LTD and STD leave exceed fifty-two (52) weeks.

Section 7 — Retirement Savings Plan

- A. All bargaining unit employees will be eligible to participate in the CAG 401k Plan.
- B. Newly hired employees will be eligible to participate in the CAG 401K plan after ninety (90) days of employment.
- C. Employees will be allowed to contribute the maximum amounts provided by federal law and regulations and will be able to select between Pre-Tax or After-Tax (ROTH) contributions.
- D. CAG will make an employer non-elective contribution in the amount of three (3%) of participating employees' actual earnings for each payroll period, per Article 20, Compensation. This contribution will be made each payroll period. Effective January 1, 2026, the contribution will

increase to five percent (5%). Effective January 1, 2027, the contribution will increase to six percent (6%).

- E. Employees will be vested at all times in both their contributions and the Employer's non-elective contributions.

Section 8

During the term of this Agreement, CAG will continue to provide the Employee Assistance Program, Caregiver Support Program/Cariloo Services, Wellbeing, Adoption Assistance, Health Savings Account (HSA) Program, and the Voluntary Critical Illness & Accident Insurance under the same terms and conditions as provided on the Effective Date of this Agreement unless such benefits are discontinued or modified for all CAG employees.

Section 9 — Transit Benefits

CAG will continue to provide Transit Benefits during the term of this Agreement under the same terms and conditions as provided on the Effective Date of this Agreement.

Section 10 — Employee Wellness Perk

CAG offers a discretionary Wellness Perk whereby employees can receive the following allowances to assist with services rendered for individual wellness services of their choice. These perks can include massage, gym membership, manicures, therapy, etc.

A. Allowances are as follows:

- 1. January 1 - December 31 - \$600

B. For new staff joining throughout the year, the allowance will be pro-rated as follows:

- 1. January: \$600
- 2. February: \$550
- 3. March: \$500
- 4. April: \$450

5. May: \$400
6. June: \$350
7. July: \$300
8. August: \$250
9. September: \$200
10. October: \$150
11. November: \$100
12. December: \$50

Section 11

CAG has the right to change insurance carriers or service providers, terms, and/or conditions of the foregoing Plans as long as: (a) the level of benefits is not materially reduced during the term of this Agreement, and (b) the change is equally applicable to bargaining unit and non-unit employees.

Section 12

The parties understand that legal and regulatory restrictions applicable to the above-described benefit plans and programs may change at any time and CAG has the right to amend any of the foregoing plans and programs to address such changes, including adjusting benefits to ensure the level of benefits provided to the employees remain the same.

Section 13

In the event that, during the term of this Agreement, CAG proposes to amend any of the employee benefit plans, programs, and/or policies provided in this Article, CAG will notify the Union of its proposal before implementing it. In the event the proposed change does not fall within Section 11 above, CAG will afford the Union a period of thirty (30) calendar days for bargaining on said proposal, provided, however, that to the extent possible, no amendment may be made in the employee benefit plans, programs, and/or policies that would reduce or diminish the benefits or privileges provided

thereunder as they apply to employees represented by the Union, without its consent.

ARTICLE 20
COMPENSATION

Section 1 — Base Salary Scale

A. During the term of this Agreement, the baseline Salary Bands and Salary Ranges for Bargaining Unit job titles will be as follows:

Band	Salary Range as of 1/1/25	Titles
1	\$49,955-\$70,555	Phone banker, Part-time Organizer, Fellows
2	\$61,800-\$72,100	Associate, Assistant, Organizer
3	\$72,100-\$82,400	Senior Associate, Senior Assistant, Senior Organizer
4	\$82,400-\$103,000	Manager
5	\$92,700-\$113,300	Senior Manager

The Salary Range amounts set forth in Section 1-A above will increase as follows during the term of this Agreement:

Salary Band	as of 1/1/2026	as of 1/1/2027
	3%	3%
1	\$51,454 - \$72,672	\$52,997 - \$74,852
2	\$63,654 - \$74,263	\$65,564 - \$76,491
3	\$74,263 - \$84,872	\$76,491 - \$87,418
4	\$84,872 - \$106,090	\$87,418 - \$109,273
5	\$95,481 - \$116,699	\$98,345 - \$120,200

Section 2

Placement in Salary Bands for current employees. Effective January 1, 2025, current staff, hired on or before the execution of this Agreement, will be placed based on the highest of the following:

- A. The minimum salary for the band; or
- B. A 3% salary increase to their current salary.

Section 3

Placement within Salary Bands for newly hired employees.

- A. Eligibility for placement within the bands for employees hired on or after the Effective Date of this Agreement will be determined through a comprehensive review process that evaluates the relevance, depth, and impact of the individual's prior experience (worked, volunteered, or lived) in relation to the job. Such factors will be included in any job posting and applicants will be invited by Management to provide any relevant information during the onboarding process. CAG will make a good faith effort to apply those factors in a fair, equitable, and transparent manner.
- B. Prior experience will encompass paid work, internships, fellowships, volunteer work, or lived experience.
- C. Lived Experience is defined as the knowledge and understanding gained from personal perspectives, identities, and histories outside of formal professional or educational settings related to the key constituencies of CAG. It includes insights gained through direct, first-hand involvement in real-life events, interactions, and environments rather than second-hand accounts or external representations. This experience may include, but is not limited to, overcoming unique challenges, engaging in community leadership, and developing resilience through adversity.
- D. Initial placement on the Band will be limited to the mid-range of the band (halfway between the minimum and maximum).
- E. If CAG hires an employee with no prior training or experience as defined in this Agreement, at a rate of pay

higher than the minimum, it shall raise the existing wage rate of all incumbents in that title or department by the same proportional amount offered to the new employee.

Section 4 — Additional Annual Increases

Each employee shall receive an annual COLA increase to their base pay salary in calendar years 2026 and 2027, effective no later than January 1 of each year. These annual COLA adjustment percentages will be based on the Social Security Administration's (SSA) annual adjustment percentage rate applicable to that calendar year or a three percent (3%) increase, whichever is greater.

Section 5 — Acting/Fill-In Compensation

When an employee is required to assume any duties of an equal to, less than, or higher paid position for a period of more than a week, they will be compensated for these duties, retroactive to the date the acting/fill-in assignment began, and as long as it continues.

- A. New tasks or duties may be assigned to any employee by Management due to business needs or based on a plan prior to the departure or exiting (either permanently or temporarily, including any leave of absence whether paid or unpaid) of any CAG employee. Those tasks could include performing additional work of Management, a job title with a higher wage rate/grade, assigned coverage/acting roles, or additional work from another employee(s) of the same or lower wage/grade. In such cases, the employee filling in will be paid a temporary coverage differential. This assignment could be directly given or as part of a work-coverage plan, but it must be communicated to the employee clearly with the expectations and the fill-in compensation they will receive, based on the level/tier of the additional work. The fill-in compensation plan will be implemented:

1. Immediately upon assignment due to business needs;
 2. A week after exiting employees leaves provided they have given advance notice; or
 3. In the event exiting employees leave without notice, the fill-in compensation plan will be implemented no later than a total of three (3) weeks from the exiting employee's departure.
- B. Once approved, any acting/fill-in compensation will be made effective from the date the acting/covering assignment was given to the employee.
- C. For incumbent employees receiving the acting/fill-in compensation, such compensation will cease one (1) month after a replacement has been found to fill the vacancy the incumbent is covering for. This period is designed to have an effective transition of roles to the replacement employee.
- D. Acting/Fill-in Compensation will be paid according to the following:

Fair Pay Calculation

Work plan and pay calculation will be based on the most current work plan percentages assigned to vacant role's previous occupant, the total salary for the role being distributed, and the percentage of time spent on the task as prescribed in their work plan.

Example: Covered employee's entire role includes 5% of her time annually spent on tax, benefit, and payroll audits (1/20th of her time annually). 5% of the covered employee's salary is \$6,500. However, the employee assigned to take on this duty will be assigned the responsibility for four (4) months (1/3 of the year).

One third of the 5% total (\$6,500) = \$2,166 over 4 months =

\$541/month).

Employees who temporarily take on significant additional responsibilities outside of their scope of work (five or more hours a week) will receive seven and a half percent (7.5%) coverage allowance or the corresponding percentage of the covered employee's salary, whichever is higher. Ambient work that would fall under approximately five (5) hours a week (attending meetings in a departing employee's stead, etc.) does not qualify as a scope of work expansion.

- E. A beginning and end date must be included in each assignment, with the option to extend upon mutual agreement of management, the employee, and Union.

Section 6 — Increase Upon Promotion

Increase upon promotion. When an employee is promoted to a role in a higher grade, the employee's initial new salary must be at least \$5,000 higher than the salary of their previous role or a seven- and- a-half percent (7.5%) increase, whichever is higher.

Section 7 — Salary Adjustment Upon Demotions

When an involuntary change of title occurs and is considered a demotion (transfer to a position with lower level of hierarchy, responsibility, or pay), either by layoff or any other consideration, and the affected employee's salary is higher than the maximum salary of the new position, the employee's salary will be the maximum salary of the new position. If the employee's former title salary falls under the new salary band, the employee's compensation shall not be adjusted.

Section 8 — Language Allowance

An allowance consisting of one hundred dollars (\$100) per month will be paid to any employee who is fluent in any language other than English that is of direct benefit to CAG

and is used by the staff member for the performance of job duties or to improve internal communication and support for staff and members of the organization.

Section 9

If, due to economic conditions, there is an insufficiency of funds that prevents CAG from meeting any of the commitments in this Article, CAG will meet with the Union and will provide all the relevant information regarding the situation. The parties will meet to bargain over the matter, including not providing any wage increases for a particular year.

ARTICLE 21

UNIFORM EXPENSE TREATMENT

Section 1

CAG will reimburse employees, per CAG's expense reimbursement policy guidelines, for reasonable business expenses, including pre-approved travel expenses, as long as employees complete the appropriate expense reporting, supported by appropriate documentation. CAG will ensure that all policies and guidelines are updated to comply with this Agreement.

Section 2

Time spent by employees in local travel at the direction of CAG after reporting for duty and before release from duty shall be treated as work time. Any other non-commuting travel by employees for CAG business at the direction of CAG shall be considered work time.

Section 3 — Use of Personal Car

Use of Personal Car. Employees directed by CAG to use their personal car for travel during the workday or at other times

for authorized CAG business, shall be paid the IRS allowable mileage rate per mile.

Section 4 — Official Travel Expenses & Per Diem

Employees on official travel approved by their supervisor for a CAG assignment will receive reimbursement for business expenses incurred in the fulfillment of such assignment as specified in CAG current travel and reimbursement policies subject to the following:

- A. Flight and Ground Transportation expenses. Employees will continue to book authorized flight and ground transportation using a CAG-approved credit card, in accordance with CAG staff travel and financial policies. Flight and ground transportation will be scheduled in alignment, whenever possible, to employees' work schedules.
- B. Taxis and ground transportation. Employees will be reimbursed for ground transportation expenses incurred in accordance with current CAG policies for work-related travel and expenses. Transportation to or from the airport will not be reimbursed if employees use their own transportation and park in the airport. Parking expenses will be reimbursed in accordance with CAG policies.
- C. Per diem will be provided to CAG employees in connection with their authorized work-related travel and shall be paid to cover meals and incidental expenses during approved official travel. The first and last days of the travel shall be covered at seventy-five percent (75%) of GSA's per diem rate consistent with current GSA guidelines. Travel that starts before or at 9 a.m. and ends at or after 5 p.m. on the same day will be eligible for a full-day per diem.
- D. Reasonable and moderate housing or lodging expenses incurred by employees in carrying out the assigned work-

related travel shall be reimbursed by CAG. Union Hotels are encouraged to be used.

- E. Airline baggage fee up to one (1) personal bag will be reimbursed or may be charged to the employee's CAG credit card.
- F. Unless specified otherwise by CAG Management, meals for family members traveling with employees are at the expense of employees.
- G. Visas, passports, and other fees for international work assignments. When applicable, and for the sake of carrying out assigned CAG business functions internationally, CAG will reimburse the cost of fees imposed on employees by foreign governmental authorities that are necessary for international work on CAG's behalf in a foreign jurisdiction. The cost of obtaining and renewing a passport will be reimbursed if necessary for the carrying out of CAG duties. When possible, CAG may allow these expenses to be paid with a CAG credit card.
- H. Immunizations. If not covered by employees' health insurance under this Agreement, immunizations and medications required for the country/region of travel will be reimbursed upon submission of a receipt and other required supporting documentation, in accordance with CAG reimbursement policies.
- I. Other properly authorized business expenses incurred on behalf of CAG shall be reimbursed when properly explained and vouchered, in accordance with CAG's policies on expense reimbursement.
- J. Expenses must be submitted within thirty (30) days of occurrence, along with supporting receipts where applicable, unless special circumstances allow for an extension, provided that all expenses are submitted before the close of the fiscal year, with the exception of periods

of office closure and circumstances beyond control of employees. Reimbursements will be paid on or before thirty (30) days from submission of the expense, with the exception of periods of office closure and circumstances beyond control of the organization.

Section 5 — Communications Allowance

CAG will provide a home technology stipend of up to \$150 per month to help defray costs incurred for conducting CAG business, including data usage, data plans, overage charges, cable, internet, device purchase, repair or replacement, peripherals (batteries, cases, earphones, etc.)

Section 6

CAG may change and update its existing expense reimbursement policies provided that (a) the level of benefits is not materially reduced during the life of this Agreement, and (b) the change is equally applicable to bargaining unit and non-unit employees.

ARTICLE 22

ADJUSTMENT TO THE WORKFORCE

Section 1

In the event CAG determines that a layoff becomes necessary during the term of this Agreement due to lack of work, funding, or changes in core programmatic priorities, CAG will notify the Union prior to notifying the affected employee(s). The notification to the Union shall include the job titles potentially impacted, the seniority dates of employees holding such titles, the organizational reason for the layoff, and the projected layoff date. At the request of the Union, the parties will meet to discuss and bargain over issues related to the layoffs, and/or the impact of the planned workforce adjustment on bargaining unit employees to the extent not already covered

by this Agreement, including potential ways to mitigate the need for or extent of layoffs.

Section 2

Employees to be laid off will be offered six (6) weeks' notice before their separation from employment with CAG. This six-week layoff notice period will be divided between four (4) weeks of active work and two (2) weeks of working only as requested (also known "garden leave"). If, due to economic conditions, there is an insufficiency of funds, CAG may provide a shorter notice period that will be never less than three (3) weeks. CAG will meet with the Union and provide all the relevant information to justify such reduction in the notice period.

- A. During their "garden leave" period, employees must be on call and available to work and fulfill their job responsibilities as needed according to CAG workplace operating norms and expectations.
- B. If an employee begins full-time alternative employment during their notice period, their employment with CAG will end at that time since the notice period is meant to provide support for employees while they seek such alternative employment. Any unused notice period will not be converted into severance or other pay.
- C. If any legally required notice period exceeds six (6) weeks, employees will receive the longer notice period.
- D. If an employee wishes to leave employment before the notice period ends (whether to begin alternative employment or otherwise), they shall discuss their situation with their manager and HR.
 - 1. CAG will meet with the Union and together will determine, based on remaining operational needs, whether the notice period can end early without significant disruption. Considerations will include completed work

transition documents and CAG work products specific to the employee's job description and role(s).

2. If suitable arrangements to avoid work disruption are identified, the early departure will be approved, and the notice period will end on the agreed date.
3. 3. In such a case, the employee will not be paid for what otherwise would have been the remainder of the notice period, and the employee will receive the severance pay and benefits they would have received if the notice period had run its course.
4. Employees who plan to leave during the notice period will provide notification at the earliest opportunity.

Section 3

In the event that CAG determines the number of individuals in a particular title, particular program, or department needs to be reduced due to lack of work, funding or changes in core programmatic priorities, CAG will offer all such employees in the affected job title, program or department a voluntary buy-out option (the opportunity to voluntarily resign and receive the benefits defined in this Article). This buy-out option will be offered on a seniority basis, up to the number necessary to alleviate the layoffs needed within such at-risk group. Employees who accept such a buy-out option will be entitled to the same benefits as a regular laid-off employee, including the notice period and conditions as set forth in Section 2 above.

Section 4

If, after the voluntary buyouts, there is still a need for reduction in the workforce, the following will apply:

- A. Before laying off unit employees, CAG will terminate temporary staff or persons hired through an outside agency and independent contractors who are not in the

bargaining unit but are performing the work of bargaining unit employees who would be laid off.

- B. Employees will be given preference subject to their qualifications to perform the remaining work in their respective department or unit.
- C. Where CAG plans to fill an open position in the bargaining unit and there are internal employee candidates who would otherwise be laid off and who are qualified for the role (as determined by CAG, in good faith and after due consideration of the candidates' qualifications), the employee(s) facing layoff will be given priority placement for the role over external candidates and any other internal candidates, provided they meet the minimum qualifications and core competencies for the role.
- D. Internal candidates hired into a new bargaining unit role instead of being laid off shall be subject to an initial ninety (90) day trial period, which may be extended by an additional thirty (30) days subject to the mutual agreement of the Union and CAG. If the employee concludes within their trial period that placement in the role does not meet their expectations, or CAG determines within the trial period that the employee has not met expectations to remain in the role, the employee will retain access to severance. For the purposes of this section, a new role is defined as a new work opportunity that is different from the scope, performance, and execution of the current role that the individual employee facing layoff is currently performing.
- E. For purposes of job placements described in this Section, required skills and core competencies also include those that employees currently lack but reasonably could be expected to acquire with training during a ninety (90) day period.

- F. If two or more internal candidates who would otherwise be laid off apply for the same bargaining unit vacancy and satisfy the criteria in subsection C above, CAG will select the most qualified candidate. Where qualifications are relatively equal, in the judgment of CAG, it shall select the most senior employee.
- G. An employee facing layoff who is not given a job offer under this Section will be provided with the general reasons why they were not selected for the position.
- H. An employee to whom a job offer has been made under this Section has twenty-four (24) hours to accept the job offer, after which it will be considered rejected and the employee will then receive the equivalent layoff allowance. If any of the senior qualified candidates decline, CAG will proceed to offer the position to the next candidate in seniority order.

Section 5

When a potential laid-off employee changes jobs to avoid a layoff, and the change occurs to a lower paid position, the change will be considered an involuntary demotion and the employee's pay will be adjusted in accordance with Article 20, Compensation.

Section 6

A former laid off CAG employee who files an application for employment with CAG will be given full consideration for any Bargaining Unit vacancies for which they qualify, for a period of one year (1) year from the date of layoff, and will be given preference for an introductory interview with a Human Resources staff member in connection to the vacancy. Consideration includes evaluation of the applicant's resume, relevant work experience and any references provided.

Section 7 — Layoff Allowance

If, after applying the above steps, a layoff is still necessary, employees will be laid off at their respective job location(s) in inverse seniority order by their respective titles, listed in Article 20(1)(A). Employees who are laid off pursuant to this Article, will receive a layoff allowance, as follows (which is in addition to any cash payment for accrued, unused vacation that may be required by law and this Agreement upon the employee's separation from employment):

- A. Definition of Layoff Allowance. A minimum severance payment in an amount equal to four weeks' pay plus two (2) additional weeks per year of service, prorated for partial years of service.
- B. If and to the extent the laid off employee elects COBRA continuation of their health insurance coverage, CAG will pay for the employee's monthly COBRA premiums for up to the number of months used to compute the employee's severance payment under subsection A above (including payout of vacation time or other PTO balances as required by law, rounded to the next whole month.
- C. Bargaining unit employees may receive their severance payment in installments in accordance with the CAG payroll cycle or may request to receive severance in a lump-sum payment and the request will not be unreasonably denied.
- D. Affected bargaining unit members will execute a CWA-approved general release and return all equipment and work-related documents to CAG.

Section 8 — Prospective Employers Outside of CAG.

Should the HR Department receive any employment inquiries or reference requests with regard to employment of any laid-off employee, CAG agrees it shall provide only the following information: dates of employment, last title held, and that the employee was involuntarily laid off. CAG is not responsible

for inquiries or reference requests not directed to the Human Resources Department.

Section 9

Any layoff or restructuring process will not be made in an effort to undermine and/or to discriminate against the Union or bargaining unit employees or to circumvent this Agreement. It is further agreed that any decision from CAG will not be made in an arbitrary or capricious manner.

ARTICLE 23

PERFORMANCE EVALUATIONS

Section 1 — Employee Performance Evaluations

- A. Employees will receive periodic performance reviews after completing probation. The reviews will be conducted at least annually during their employment with CAG.
- B. Performance evaluations are opportunities to recognize the quality and quantity of the work employees perform, demonstrated knowledge of their job responsibilities, and how their performance contributes to meeting CAG's overarching mission and objectives departmentally and organization wide. Employees are also evaluated on how they are developing in, and delivering on, the required core competencies prescribed at each employment level at CAG. The evaluations measure cultural adeptness in interactions with peers, leadership, and CAG's partners and stakeholders, and are a tool to help employees become aware of their progress and areas for improvement.
- C. Performance evaluations are not disciplinary action under Article 24. Performance evaluations shall be carried out in good faith. Any subsequent disciplinary action instituted in connection with concerns or issues identified in a

performance evaluation will be undertaken in accordance with Article 24.

- D. Employees shall be entitled to submit a written response within fifteen (15) days of their evaluation, and both the performance evaluation and the employee's response will be placed in the employee's personnel file. An employee's written response shall be considered in good faith when evaluating any disputes arising regarding discipline or PIPs related to performance.

Section 2 — Management and Peer 360 Evaluations

- A. The 360 Evaluation serves the purpose of allowing all employees the opportunity to provide constructive, varying perspectives, and diverse feedback on the performance of employees at all levels of the organization, focusing on employee strengths and areas of needed growth and development.
- B. At least once per calendar year, bargaining unit employees will have the opportunity to submit 360 feedback on members of the Management Team, including the Chief of Operations, Chief of Staff, Chief Program Officer, and all substantively similar roles under a different title.
- C. CAG HR and the Executive Director will propose a set of evaluation questions prior to the conduction of these evaluations, based on measuring core competencies and job-related skills. The Labor Management Committee may propose assessment criteria to HR at any time for ongoing consideration; however, inclusion of proposed assessment criteria in the 360-review process will be at the discretion of HR and Management. The Executive Director and HR will assess the feedback received through these evaluations in good faith and share with the respective Chief in their individual evaluation meetings. As the Executive Director sees fit, a summary of targeted leadership development

aligned with CAG's mission, objectives, and goals, may be shared with staff.

ARTICLE 24

JUST CAUSE AND PROGRESSIVE DISCIPLINE

Section 1

CAG agrees that discipline of non-probationary employees shall be for just cause only. Disciplinary action may be based on an employees' work performance, conduct, or behavior. Non-probationary employees may file a grievance concerning disciplinary action against them but may not arbitrate the matter.

Section 2

Discipline shall be applied progressively by CAG except in the case of gross misconduct. CAG will administer progressive discipline as follows:

A. For Performance Issues

1. Performance issues arise when an employee is unable to fulfill their job responsibilities as outlined in their job description due to deficiencies in competence, an inability to work at an adequate speed, a deficiency in skill, or quality levels.
2. For a first incident of problematic performance, conduct, or behavior that does not constitute gross misconduct, the employee will receive a verbal warning.
3. If problematic performance continues, the employee will receive a Written Warning. The written warning must remain active for at least fourteen (14) workdays before the employee is placed on a Performance Improvement Plan (PIP).

4. If problematic performance continues, the Employer will implement a PIP per Article 25 in an effort to address performance issues through non-disciplinary action.
5. Upon completing the minimum sixty (60)-day (PIP outlined in Article 25, CAG may, in its discretion, extend the PIP for an additional thirty (30) days. At the conclusion of the original PIP or, where relevant, at the conclusion of the extended PIP, CAG may issue final written warning or other disciplinary action (up to and including termination) commensurate with the performance in question. Any discipline must remain active for at least fourteen (14) workdays before the employee is progressed to another discipline. After a final written warning, the employee may be subject to termination of employment. In the event CAG issues discipline short of termination, any problematic performance by the employee thereafter may result in termination.

B. For Problematic Conduct or Behavior Not of Gross Misconduct.

1. For a first incident of problematic conduct or behavior that does not constitute gross misconduct, the employee will receive a verbal warning along with coaching from Management. Conduct or behavior issues do not require a Performance Improvement Plan, but nothing in this Section 2B is intended to prohibit CAG, in its discretion, from placing the employee on a PIP for performance, in accordance with Section 2A, at any point in the disciplinary process.
2. If the problematic conduct or behavior continues, the employee will receive a written warning, notifying the employee that any further problematic conduct or behavior may result in progressive discipline. If further conduct or behavior issues continue, it will result in a

final written warning notifying the employee that any subsequent infractions may lead to further discipline up to and including termination.

3. Each disciplinary action must remain active for at least fourteen (14) workdays before the employee progresses to the next level of discipline.

Section 3

In cases involving gross misconduct, employees may be subject to immediate discipline up to and including termination.

Section 4

CAG will take any disciplinary action promptly after learning of the circumstances on which the discipline is based. CAG will endeavor to take any such disciplinary action within seven (7) calendar days after learning of the circumstances on which the discipline is based unless there is a justifiable business reason for a reasonable extension of this period. CAG will give its reasons for such discipline and/or discharge to the employee and the Union's Representative or designee within seven (7) calendar days of such disciplinary action.

Section 5

In any disciplinary proceeding, the Employer may not rely on any material adverse to the employee that occurred more than twelve (12) months prior to the current disciplinary action provided no other disciplinary action has been taken against the individual within those twelve (12) months, unless the behavior is similar in nature in relation to the current disciplinary action.

Section 6

Written warnings or other disciplinary action will be considered inoperative for purposes of progressive discipline under this Article after a period of twelve (12) months, provided no other disciplinary action has taken place during that period.

Section 7

Any employee will be permitted to examine records containing personally identifiable employee information about themselves within three (3) business days of a written request made by the employee to CAG. An employee will receive written notice of any changes to their personnel file, including discipline, within three (3) working days of said change, and an employee has the right of access to their official personnel file. An employee has a right to respond in writing to any material in the employee's official personnel file within thirty (30) days. The employee shall receive a copy of any material related to discipline or job performance that is put into their official personnel file. The employee's timely written response to any material related to discipline or job performance in their official personnel file will be included with the material.

ARTICLE 25

PERFORMANCE IMPROVEMENT PLANS

Section 1

The performance improvement process is not disciplinary action.

Section 2

In the event an employee demonstrates ongoing performance issues, behavior, and/or conduct below expectations, the Employer will establish a clear plan (referred to as a Performance Improvement Plan or PIP) with the employee for closely managing performance and correcting identified problems through a performance improvement process. The PIP process will include the following:

- A. The written PIP will identify performance issues that require correction based on the employee's job description, at any

time necessary during the employees tenure. The PIP will include a collaboratively created written plan of action with specific measurable indicators decided upon by the Employer, in collaboration with the employee, to guide the improvement or corrective action. The PIP will outline clear expectations, benchmarks and a timeline to measure improvement.

- B. Employees who have not received a verbal warning for problematic performance in accordance with Article 24, Just Cause and Progressive Discipline, may not be placed on a PIP.
- C. The employee may bring a Union representative to the initial meeting in which CAG presents and explains the written PIP and provides an opportunity for collaborative discussion. A PIP will last for a predetermined amount of time with a minimum of sixty (60) days, but may be extended as provided in Article 24, Just Cause and Progressive Discipline.
- D. At the Union or employees' request, CAG will provide a draft of the written PIP five (5) work days prior to the scheduled PIP meeting.
- E. A copy of the PIP and its outcomes will be retained in employees' personnel files.
- F. The PIP period shall include at least bi-weekly meetings between manager and employee to monitor progress and facilitate the provision and receipt of feedback.
- G. If a manager leaves CAG employment (and supervision) of an employee during any period of the PIP timeline, CAG will provide continued effective administration of the employee's PIP by appointing appropriate supervision, and will extend the PIP's duration to allow for time lost in oversight of the employee's progress, when applicable.

Section 3

Where an employee has gone through the Performance Improvement Process, and at the conclusion of that process CAG determines that the outcome was not fully successful, the employee may receive a disciplinary action in accordance with Article 24, Just Cause and Progressive Discipline, including demotion or termination.

Section 4

Employees under an active PIP are not eligible for promotions or for merit-based raises or bonuses, pursuant to this Agreement.

ARTICLE 26

GRIEVANCE PROCESS

Section 1

The parties' intention is that complaints or prospective grievances by employees should normally be taken up first and informally with CAG Management and Human Resources in an effort to resolve the matter at an early stage.

Section 2

A grievance is defined as a written complaint by the Union on behalf of an individual employee, group of employees, or on its own behalf explicitly stating an alleged violation of, or a disagreement over, the application or interpretation of the Collective Bargaining Agreement or any provision(s) thereof, alleging an improper loss or reduction of any contractually established benefits arising out of the employment with CAG, or alleging an employee was subject to discipline or discharge without just cause. An individual employee can also file a grievance on his/her/their behalf.

Section 3

A grievance, to be timely, must be filed in writing with HR no later than sixty (60) days from the date of the incident giving rise to the grievance.

Section 4

In the event an employee and/or Union representative files a timely grievance pursuant to Sections 2 and 3 above, the parties agree to attempt to address the grievance by the following steps:

Step 1: CAG's Chief of Operations or a designated CAG representative from Senior Management will contact the Union representative within seven (7) workdays of receipt of the written grievance for the purpose of setting a mutually agreeable meeting date and location to discuss the grievance. A decision in writing will be provided to the Union and the employee involved within ten (10) workdays after completion of the meeting(s) unless mutually agreed otherwise by the parties in writing.

If CAG fails to offer a meeting date or fails to provide a written response in the agreed-upon timeframe, the grievance will be deemed automatically denied at Step 1 and may be advanced to the second step as set forth below.

Step 2: If the Step 1 answer or decision of CAG is unsatisfactory to the Union, or in the absence of a timely Step 1 response, the grievance may be appealed to the Chief of Operations, in writing, within thirty (30) workdays after the Step 1 decision or deadline for decision, whichever is later. The Chief of Operations or a designated CAG representative from Senior Management shall contact the Union representative within seven (7) workdays of receipt of the written appeal for the purpose of setting a mutually agreeable meeting date and location. The Chief of Operations or the designated CAG

representative from Senior Management will provide a decision in writing within fifteen (15) workdays after completion of the meeting(s), unless mutually agreed otherwise by the parties in writing.

Section 5

Formal grievance meetings shall be held at mutually agreeable times and locations. For the purpose of presenting a grievance, employees of CAG, including the aggrieved employee(s) and the employee representative(s) designated by the Union, shall suffer no loss in pay for the time consumed in, and time necessarily consumed in traveling to and from, grievance meetings.

Section 6

It is the intent of this Grievance Process that grievances should be resolved at the lowest possible step.

Section 7

CAG and the Union will keep each other fully informed, in writing, on a current basis, of the designated CAG and Union representatives referenced in Section 4 above.

Section 8

Nothing in this Article shall preclude an employee from presenting issues in his/her own interest to representatives of CAG, without intervention of the Union, and to have such issues resolved provided the resolution is not inconsistent with any provision of this Collective Bargaining Agreement and provided the Union has been given an opportunity to be present at such adjustment, if any.

ARTICLE 27

ARBITRATION

Section 1

If at any time a controversy should arise regarding the true intent and meaning of any provisions of this Agreement, including Memoranda of Agreement(s) or other Letter(s) of Understanding interpreting the Agreement in regard to the performance of an obligation hereunder that the parties are unable to resolve by use of the grievance procedure in Article 26, the matter may be submitted to arbitration as outlined in the provisions of this Article.

Section 2

Grievances that are not satisfactorily settled in accordance with the grievance procedure outlined in Article 26 may be referred to arbitration by CAG's or the Union's written notice to the other party within thirty (30) days following the conclusion of the formal grievance process. A dispute between the parties to this Agreement that was not processed through the grievance procedure of Article 26 may be submitted to arbitration under this Article by mutual agreement of the parties in writing. The time limits in this Article may be extended by the parties' mutual agreement in writing.

Section 3

Absent the parties' agreement on a specific arbitrator or a specific method for selection of an arbitrator in a given case, either party may request a panel of arbitrators from the American Arbitration Association (AAA) and alternately strike names to select an arbitrator.

Section 4

The decision of the arbitrator shall be final and binding on CAG, the Union, and the bargaining unit employee(s) without

either party waiving its right to a court review. The arbitrator shall have no authority to expand the grievance beyond the written submission presented by the parties for arbitration. The arbitrator shall only have the authority to determine whether a specific provision of this Agreement has been violated. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or imply things into the provisions of this Agreement, or impose upon any party hereto a limitation or obligation not provided for in this Agreement. In any award of back pay in a discharge case, the arbitrator may reduce such back pay by outside earnings and income from the date of discharge, including but not limited to, unemployment insurance benefits and disability payments. This reduction shall not apply to outside earnings and income from employment for employers other than CAG that was obtained prior to discharge but shall apply to any increase in outside earnings and income received after discharge. The arbitrator may take into account the duty to mitigate when determining backpay.

Section 5

The fees and expenses of the arbitrator, including interpreters and/or transcripts (where interpreters or transcripts are mutually agreed upon by the parties), shall be shared equally by CAG and the Union.

Section 6

If the Union provides CAG with a reasonable period of advance notice, and subject to operational and work scheduling needs, CAG shall allow reasonable time off with pay for the grievant, Union witnesses, and/or Union representatives to prepare for arbitration and to participate in the arbitration hearing.

Section 7

The arbitrator specifically shall have the right to determine whether a particular grievance is subject to the grievance procedure or within his/her jurisdiction to decide.

Section 8

Nothing in this Article prevents either party from seeking voluntary mediation at any stage prior to issuance of the arbitrator's decision. In any matter where the parties mutually agree in writing, to mediation, their agreement will include suspension of the time limits for requesting arbitration or for other processing under this Article while they are engaged in the mediation process. If the parties do not otherwise agree on a mediator, they will select a mediator by striking from a panel provided through the Federal Mediation and Conciliation Service or by using another mutually agreed upon service or procedure. The parties will promptly schedule the mediation conference on the earliest mutually available date offered by the chosen mediator. Mediation may be terminated by either party in writing at any time, and the processes and deadlines under this Article will continue applying from the point where they had been previously suspended.

ARTICLE 28

LABOR-MANAGEMENT RELATIONSHIP

Section 1

CAG and the Union recognize that it is in the best interests of the parties, the employees, and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To ensure this relationship continues and improves, CAG, the Union, and their respective representatives at all levels will apply the terms of this Agreement fairly in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees in the Bargaining Unit. Each party shall bring to the attention of all employees in the Bargaining Unit their purpose to conduct themselves in a

spirit of responsibility and respect and the measures they have agreed upon to ensure adherence to this purpose.

Section 2

CAG will notify the Union when new employees enter the Bargaining Unit, and the Union will be afforded an opportunity to schedule an orientation meeting with new employees during the employees' paid working hours. During said meeting, the Union will have the opportunity to discuss its role and its benefits, answer questions, and solicit new members.

Section 3

The Union will keep CAG fully informed, in writing, on a current basis, of all local Union officers, Union stewards, or other Union representatives who may be designated with the responsibility of representing the Union regarding the administration of this Agreement.

Section 4

CAG will keep the Union fully informed, in writing, on a current basis, of all Management representatives who may be designated with the responsibility of representing the organization in the administration of this Agreement.

Section 5

At any meeting between a representative of CAG and an employee in which disciplinary action (including formal written warnings which are to be recorded as such in the personnel file, suspension, demotion, or discharge) is to be announced, a Union representative will be present if the employee so requests. Time spent in such a meeting shall be considered work time. In no event shall CAG select or appoint the Union representative to participate in such meetings.

Section 6

Union representatives may request a reasonable amount of time off without pay for Union activities on an event-by-event

basis. Such requests for time off must be submitted in writing to the Union representative's supervisor at least (2) two weeks in advance, whenever possible. CAG will consider such requests individually based on work needs, scheduling, and other factors relating to the Organization's mission and operations, including, but not limited to, employees' satisfaction of their job performance expectations, and will not deny such request arbitrarily.

Section 7

An employee serving as a Union officer or designated representative of the Union may, on a case by case basis and in CAG's sole discretion, be granted unpaid time off from assigned CAG duties to attend solely to Union matters for a longer period of time, upon request of the CWA District 1 Office to CAG's Chief of Operations (or their designee) in accordance with the provisions set forth below:

- A. A request for Union leave of absence under this Section may cover a period of no less than thirty-one (31) calendar days and no more than one (1) continuous year or three (3) years for an elected officer.
- B. Union leaves of absence will not be arbitrarily denied, and any such leave granted by CAG will include the following conditions:
 - 1. During the absence the employee shall retain eligibility, if any, according to terms of service, for the Medical Plan, the Dental Plan, the Group Life Insurance Plan, and the Vision Plan, provided that:
 - a. The Employer shall pay the premiums for the Medical Plan, the Dental Plan, the Vision Plan, the Supplementary Group Life Insurance Plan, the Dependent Group Life Insurance Plan, and basic and accidental death or dismemberment insurance, up to three (3) months. The Union will reimburse

CAG for those expenses. After three (3) months, CWA will reimburse CAG the applicable COBRA premium payments on behalf of the employee, until the employee returns to work at full-time capacity and is reinstated into the benefit plans or until the employee is no longer covered by the CAG benefits plan.

2. The employee's period of approved Union leave of absence will not be deducted in computing their term of CAG employment.

Section 8

A Labor Management Committee (LMC or Committee) will be created for the purpose of discussing concerns of mutual interest to the parties. The LMC is intended as an ongoing communication forum and a safe space, operating by consensus, to help maintain constructive labor-management and employee relations and enhance effectiveness in working together. The LMC shall not have decision-making power, is not authorized to bargain collectively, and shall not have authority to amend or supplement this Agreement or any provision thereof. The LMC can address matters that are subject to the grievance and arbitration provisions of this Agreement but is not intended to substitute for the formal grievance and arbitration process.

- A. The Committee shall consist of no more than four (4) representatives designated by CAG and no more than four (4) representatives designated by the Union. The Committee will meet at least once (1) per quarter or as otherwise mutually agreed by the parties, for the purpose of discussing matters either party may wish to present, including health and safety issues. Committee members from the bargaining unit will not incur loss of pay for the time spent in Committee meetings.

- B. The Committee's intended role and functions include developing facts and recommendations to inform policies and programs.
- C. The Committee may consider matters pertaining to occupational safety and health, including ergonomic concerns in the CAG workplace and concerns regarding safety and health at in-person events. It is also authorized to consider existing practices and rules relating to workplace safety and health and recommend changes in design and adoption and communication of new practices and rules.
- D. Discussions and decisions of the Committee shall not add to, subtract from, or modify in any manner whatsoever the terms and conditions of this Agreement nor shall they constitute mid-term bargaining or be subject to the grievance and arbitration provisions of this Agreement.
- E. At least once per year, the Parties will make a best effort to schedule an LMC meeting at which both CAG's Executive Director and a CWA District 1 representative will attend.

Section 9

The Union shall be permitted to share information to its members through CAG's work email. Such material shall normally be restricted to the following:

- A. Notices of Union recreational and social affairs
- B. Notices of Union elections, appointments, and results of Union elections
- C. Notices of Union meetings
- D. Other factual notices and announcements concerning official business of the Union.

Section 10

Upon reasonable advance notice and request from the Union, and subject to work and scheduling needs, CAG shall allow a

reasonable period of time for bargaining unit employees to participate in Union meetings and/or trainings. Employees may be excused with pay for such purpose if and to the extent mutually agreed between the parties.

- A. In that “a reasonable period of time” does not directly conflict with predetermined pressing work priorities and deadlines; and
- B. The employee is meeting or has met the immediate needs of their day-to-day work.

Section 11 — Pay Treatment

Time spent by Union representatives who are employees of CAG in meetings with CAG Management held during work hours for purposes of processing grievances or otherwise administering this Agreement shall be considered work time, up to a total of two (2) hours per week, per employee representative. Management retains the right to limit or restrict such union hours for the purposes of meeting work objectives.

ARTICLE 29

UNION SECURITY AND DUES DEDUCTION

Section 1

Employees employed on or before the Effective Date of this Agreement and covered by the terms and conditions of this Agreement shall, as a condition of employment, beginning on the thirtieth (30th) day following the Effective Date of this Agreement, either become a member of the Union, or pay or tender to the Union amounts that are the equivalent of periodic Union dues.

Section 2

Employees employed or entering into the bargaining unit after the Effective Date of this Agreement shall, on or before the thirtieth (30th) day of their employment, and as a condition of such employment, either become a member of the Union or pay or tender to the Union amounts that are the equivalent of periodic Union dues.

Section 3

CAG agrees to make collections of the standard Union dues and CWA COPE-PAC contributions through any employees' voluntary written authorization for payroll deduction from the employee's pay. These deductions will be made during the term of the Collective Bargaining Agreement and thereafter unless and until CWA is no longer the collective bargaining representative for the unit employees. The deduction will start upon receipt of a voluntary written authorization form signed by the employee and delivered by the Union to CAG, and will continue in effect until canceled in accordance with the terms of the authorization. Communicating membership eligibility and enrollment protocols, and providing authorization forms for payroll deduction, are solely the responsibility of the Union.

Section 4

CAG also agrees to electronically remit the amounts so deducted to the designated representative of the Union on a monthly basis, not later than the tenth (10th) of the month following the month in which the deductions were made, and to furnish the Union a list of employees in the bargaining unit, including for each employee their name, title, classification, date of birth, seniority date, rate of pay, home address, personal email address and phone number, status (whether on a leave of absence or active), amount of dues deducted (if any), and a unique identifier such as payroll number.

Section 5 — Deduction Procedures

A. Deduction shall be made from the employee's salary or wages, sickness, or other benefit payments, or paid time off payments as follows:

<u>EMPLOYEES PAID</u>	<u>DEDUCTIONS</u>
Bi-Weekly and/or	Installments in the first two (2) bi-weekly and each
Semi-Monthly	semi-monthly periods each month;

B. Deductions shall begin during the first (1st) payroll period in the month following receipt of a newly executed membership authorization card by CAG payroll office, and provided there is sufficient pay available to cover the amount authorized after the following deductions have been made:

1. Those required by law, and
2. Those authorized in this Agreement for Health, Welfare, and Retirement Premiums and contributions, if applicable.

C. If the scheduled deduction for amounts equal to Union dues cannot be made in the period(s) specified above, such deduction(s) will be made during the consecutive payroll periods ending no later than the last payroll period in the following month.

D. "Payroll Deduction Authorizations" shall be suspended when the employee:

1. Is transferred to a job that is not represented by the CWA;
2. Goes on a Leave of Absence of more than one (1) month;
or
3. Is removed from the payroll of CAG.

E. "Payroll Deduction Authorizations" suspended in accordance with the above provisions shall be reactivated on the first (1st) payroll period following the return of the employee to a job that is represented by the Union.

Section 6

CAG shall bear the full cost of processing authorized payroll deduction of dues and CWA COPE-PAC contributions as set forth in this Article, except that the Union agrees to supply dues and CWA COPE-PAC deduction authorization cards in a form approved by CAG and the Union. CAG shall accept authorization forms submitted electronically with digital signatures.

Section 7

Upon receiving a signed statement from the Union indicating that an employee has failed to comply with the conditions of this Article 29, Section 1 or 2, as applicable, said employee shall be terminated within thirty (30) calendar days after receipt of notification unless the employee has complied with the conditions of this Article, and the Union so attests, prior to the end of the thirty (30) day period. The Union shall indemnify, save, and hold harmless CAG against any form of loss or liability arising out of any action taken or omitted by or at the request of the Union under this Article.

Section 8

The foregoing shall be interpreted and applied in accordance with, and shall be subject to any prohibitions or restrictions contained in, applicable federal law and the laws of the jurisdictions covered by this agreement. The Union agrees to indemnify the Employer against and hold it harmless from any charges, claims, demands, costs, fees, damages, or judgments of any kind arising from the Employer's actions taken in good faith compliance with this Article.

ARTICLE 30

SEVERABILITY

It is understood that the provisions of this Agreement are subject to all applicable laws now and hereafter in effect, and to the lawful rulings, regulations, and orders of agencies or courts having jurisdictions. If any terms or provisions of this Agreement are held by a court or administrative agency to be in conflict with any federal, state, or local laws or regulations, such terms or provisions shall continue in effect only to the extent permitted by such laws or regulations, without affecting or impairing any other term or provision of this Agreement. In the event of such a holding, CAG and the Union shall enter into immediate negotiations regarding a mutually satisfactory replacement provision with all other terms of this Agreement continuing in full force and effect. Should the contravention require immediate action on the part of the CAG as an employer, CAG will implement the required change to be within compliance and notify the Union accordingly. The outcome of negotiations under this Article will be implemented as agreed upon by the parties.

ARTICLE 31

SUCCESSORSHIP

Section 1

This Agreement shall be binding upon the Parties, their successors, and assigns.

Section 2

In the event CAG is to be transferred or assigned, to the extent possible, CAG will notify the Union at least thirty (30) calendar

days prior to the close of such proposed transaction and, during such thirty- (30) calendar day period, will meet with the Union upon request to engage in bargaining regarding the impact of the transaction on bargaining unit members.

Section 3

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



ARTICLE 32

ENTIRE AGREEMENT

Section 1

The Parties acknowledge that this Agreement is the product of extensive and comprehensive negotiations that touched upon all matters of interest to each of them. Both parties further acknowledge that each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter that would constitute a mandatory subject of bargaining.

Section 2

In view of that history of bargaining, the parties agree that this Agreement concludes all collective bargaining between them for the term of the Agreement; that all the understandings and agreements arrived at by the parties are set forth herein; that prior written practices and policies of Management provided to the Union before the conclusion of collective bargaining and not incorporated into this Agreement may be continued by Management; and that this Agreement constitutes the sole, entire, and existing agreement between them.

Section 3

The Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees

that the other will not be obligated to bargain collectively with respect to any subject referred to or covered in this Agreement. Notwithstanding the foregoing, any subject or matter may be raised and bargained at any time if both parties mutually agree to enter into such bargaining; however, no amendments to or supplements to this Agreement shall be effective unless mutually agreed upon by both parties, reduced to writing, and signed by the parties' authorized representatives. Further, it is understood that this Section 3 does not waive, modify, or limit any other provisions of this Agreement or any legal requirement that expressly require negotiations or discussion to take place between the parties during the term of this Agreement. Before any changes are adopted in final form to any employee manual or policy regarding any mandatory subject of bargaining, CAG shall negotiate with the Union.

ARTICLE 33

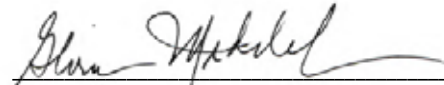
EFFECTIVE DATES AND DURATIONS

Section 1

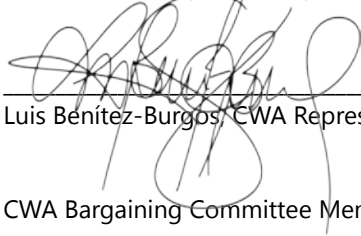
This agreement shall be in full force and effect for the period commencing January 1, 2025 ("Effective Date"), and ending December 31, 2027 ("Termination Date"). The Union and Caring Across Generations agree to jointly enter into discussions relative to a renewal of this agreement no later than the ninetieth (90th) day immediately preceding the Termination Date of this agreement. This Agreement will continue in full force and effect while the parties engage in collective bargaining.

IN WITNESS WHEREOF, the Union and CAG have executed this agreement this June 9, 2025.

Communications Workers of America



Gloria Middleton, President, CWA 1180



Luis Benitez-Burgos, CWA Representative

CWA Bargaining Committee Members:

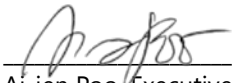
Tomás Laster, CWA Local 1180

Kathy Mendez

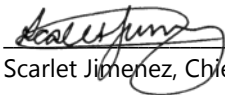
Kristiana Labuga

Juan C. Guererro

Caring Across Generations



Ai-jen Poo, Executive Director



Scarlet Jimenez, Chief of Operations

CAG Bargaining Committee Members:

Bobbie Cereghino

Nicole Jorwic

VOLUNTARY RECOGNITION AGREEMENT

This Voluntary Recognition Agreement (“Agreement”) is entered into between Caring Across Generations, Inc. (“CAG” or “Corporation” or “Employer”), a nonprofit corporation, and CWA Local 1180 (“Union”) (collectively, “Parties”).

WHEREAS the Union has formally requested that CAG recognize the Union as the collective bargaining representative of a group of CAG’s employees;

WHEREAS, the Parties have reached agreement on an appropriate bargaining unit and an overwhelming majority of said unit have publicly declared their support for the Union;

THEREFORE, the Parties agree as follows:

1. The Parties hereby stipulate that CAG has entered into this Agreement solely on its own behalf; that CAG is not an agent of, and has no authority to act for, the organization that currently serves as its fiscal sponsor, National Domestic Workers Alliance (“NDWA”) in this matter; that NDWA is not a signatory to and will not become a party to or otherwise be bound to this Agreement; and that this Agreement creates no rights or obligations or claims that may be asserted against NDWA.

2. The agreed upon Bargaining Unit for purposes of voluntary recognition consists solely of CAG’s employees within the meaning of the National Labor Relations Act, and is defined as follows:

Included: All full-time and regular part-time employees of CAG

Excluded: Interns; temporary employees; supervisors, managers and confidential employees within the meaning of the National Labor Relations Act.

The parties agree that the attached Exhibit A lists those employees (with their positions) who are included within the above-defined Bargaining Unit as of April 21, 2023.¹

¹ The employee identified as a Fellow on Exhibit A (marked with an asterisk *) will be conditionally included in the Bargaining Unit provided that, and as long as, any Collective Bargaining Agreement (CBA) between the Parties covering the Fellow’s employment ensures that, notwithstanding any other provision of the CBA: (a) the termination of the Fellow’s employment at the scheduled end of their designated fellowship term is not considered a layoff under the CBA, is not subject to the CBA’s disciplinary provisions, and is not subject to the CBA’s grievance/arbitration provisions; and (b) in the event of any conflict between the CBA and the fellowship sponsorship/funding agreement, the latter will prevail with respect to the Fellow.

The employees designated with a double asterisk** on Exhibit A will be conditionally included in the Bargaining Unit subject to the person signing and abiding by a CAG Non-disclosure and Confidentiality Agreement.

3. The determination whether a majority of employees in the agreed upon Bargaining Unit have designated the Union as exclusive collective bargaining representative will be based on review, by an agreed upon Neutral, of signed and dated authorization cards from employees listed on Exhibit A. Electronic signatures on electronic authorization cards will be acceptable for this purpose.

a. The Union will present those authorization cards to the Neutral through a mutually agreed mechanism, on a mutually agreed date and time, for the Neutral's review and determination whether, as of that review date, a majority of the employees listed in Exhibit A designated the Union as their collective bargaining agent.

b. Upon review of the cards submitted, the Neutral will promptly issue a document either (1) certifying that a majority of the employees listed in Exhibit A designated the Union as their collective bargaining agent ("Certification"), or (2) stating a finding that a majority of the employees listed in Exhibit A did not designate the Union as their collective bargaining agent.

4. By and upon the issuance of Certification, the Employer will recognize the Union as the exclusive collective bargaining agent for its employees in the Bargaining Unit within the meaning of the National Labor Relations Act.

5. The parties are committed to respecting and protecting employees' freedom of choice with respect to the question of collective bargaining representation. Neither party to this Agreement will discriminate or take adverse action against any employee based on his/her/their supporting or refraining from supporting representation by the Union.

CARING ACROSS GENERATIONS, INC.

By:  _____

Dated: _____

CWA LOCAL 1180

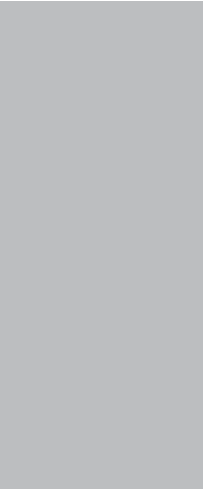
By:  _____

Dated: 6-2-2023 _____

EXHIBIT A
Employees within Bargaining Unit as of April 21, 2023

NAME

POSITION



Constituency Engagement Manager
Senior Manager of Individual Giving
Senior Campaigns Manager
Manager of Corporate Engagement
Design Manager
Senior Campaigns Manager
California Senior Campaign Organizer
**Culture and Comms Assistant
Digital Organizing Manager
Media Relations Manager
Coalition Associate
*Campaigns Research Senior Associate/Leading Edge Fellow
Communications Manager
Policy Associate
Constituency Manager
Senior Digital Manager
**Development Associate
**Program Associate
Foundation Engagement Manager
Culture Change Senior Manager
Senior Comms Manager

*The employee identified as a Fellow on Exhibit A (marked with an asterisk *) will be conditionally included in the Bargaining Unit provided that, and as long as, any Collective Bargaining Agreement (CBA) between the Parties covering the Fellow's employment ensures that, notwithstanding any other provision of the CBA: (a) the termination of the Fellow's employment at the scheduled end of their designated fellowship term is not considered a layoff under the CBA, is not subject to the CBA's disciplinary provisions, and is not subject to the CBA's grievance/arbitration provisions; and (b) in the event of any conflict between the CBA and the fellowship sponsorship/funding agreement, the latter will prevail with respect to the Fellow.

The employees designated with a double asterisk on Exhibit A will be conditionally included in the Bargaining Unit subject to the person signing and abiding by a CAG Non-disclosure and Confidentiality Agreement.



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