Collective Bargaining Agreement

Between

THE CENTER

THE LESBIAN, GAY, BISEXUAL & TRANSGENDER COMMUNITY CENTER

and

Communications Workers of America

July 1, 2026 through June 30, 2029

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PREAMBLE

This Collective Bargaining Agreement (hereinafter referred to as "Agreement" or "CBA") is made and entered into by and between The Lesbian, Gay, Bisexual & Transgender Community Center (hereinafter referred to as "The Center," "Organization," or "Employer") and the Communications Workers of America (hereinafter referred to as "CWA" or the "Union"), collectively referred to as the "Parties".

WHEREAS The Center was founded to serve as a safe and affirming space for LGBTQ+ New Yorkers in the face of urgent threats and has since grown into a leading organization providing critical wellness, economic, advocacy, and cultural programs to the LGBTQ+ community;

WHEREAS The Center is committed to the values of racial, gender, and economic justice; collaboration; community driven approach; and healing and joy. At The Center, we work to ensure our values are reflected in each of our programs and policies, in our culture and in our decisions. We acknowledge that certain communities have been historically neglected or harmed by racism, transphobia, sexism, and poverty. This includes LGBTQ+ people who are Black, Indigenous, people of color (BIPOC), transgender, poor/working-class, living with HIV/AIDS, immigrants, and/or youth. We center those communities in all of our work and remain committed to serving all members of the LGBTQ+ community;

WHEREAS the Union shares The Center's commitment to its values;

WHEREAS the Parties have engaged in collective bargaining for the purpose of establishing a general agreement governing wages, hours, working conditions, and other terms of employment in a manner consistent with these shared values;

WHEREAS The Parties 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 that this relationship continues and improves, the Parties 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;

WHEREAS the Parties acknowledge that the Preamble to this Agreement reflects mutual goals and statements of principles and intent. The language set forth in the Preamble is not binding and shall not establish enforceable contractual obligations. Accordingly, no part of the Preamble shall be subject to the Grievance or arbitration procedures contained in this Agreement.

Now, **THEREFORE,** in consideration of the promises and mutual commitments contained herein, the Parties agree to the following terms and conditions and obligate themselves to comply in good faith with all provisions of this Agreement with respect to the employees of The Center recognized as represented by the Union.

ARTICLE 1
RECOGNITION AND ESTABLISHMENT OF THE UNIT

Section 1. **Recognition.** The Center 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 or dictated by context.

Section 2. **Bargaining Unit, inclusion.** In accordance with Appendix A of this Agreement, "Card Check Agreement" between the Parties dated March 27, 2025, the bargaining unit covered by this Agreement shall consist of all full-time and regular part-time employees employed by The Center in the positions identified in Appendix B, and those whose job titles are created pursuant to the provisions of Article 13 (New Job Titles and Classifications).

Section 3. **Bargaining Unit, exclusion.** In accordance with the same Appendix A, excluded from the bargaining unit are all other employees, including managerial employees, confidential employees, supervisors, professional employees, per diem employees, temporary employees, staffing agency employees, interns/fellows and guards as defined by the National Labor Relations Act and any other employees that the Parties mutually agree in writing should be excluded from the bargaining unit.

Section 4. **Titles no longer at The Center.** If the Parties agree to remove job titles that are no longer populated at The Center and The Center subsequently reintroduces the same titles or titles performing substantially similar duties, the title will be again included in the bargaining unit.

ARTICLE 2
UNION SECURITY AND DUES DEDUCTION

Section 1. Each employee 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, either become a member of the Union, or pay or tender to the Union amounts which are the equivalent of periodic Union dues.

<u>Section 2.</u> Employees employed or entering into the bargaining unit after the effective date of this Agreement shall, on or before the thirtieth (30th) calendar 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 which are the equivalent of periodic Union dues.

<u>Section 3.</u> The Center agrees to make collections of the standard Union dues and voluntary CWA PAF contributions through payroll deductions from the employes'' pay. These deductions will be made during the term of the Agreement. The deduction will start upon receipt of a voluntary written dues authorization form signed by the employee and delivered by the Union to The Center, and will continue in effect during the term of the CBA until canceled in accordance with the terms of the authorization. Dues authorization forms may be submitted electronically to the Employer by the Union with digital signatures.

<u>Section 4.</u> Prior to any dues being deducted, and no sooner than fourteen (14) calendar days after ratification of this Agreement, the Secretary-Treasurer of the Union will certify to The Center the amount of initiation fees, dues, or equivalent amounts to be deducted on a monthly basis for bargaining unit employees. Any changes in initiation fees, dues, or equivalent amounts shall be certified by the Secretary- Treasurer of the Union and sent to the Employer. Such changes will become effective no later than fourteen (14) calendar days from the date such certification is received.

<u>Section 5.</u> The Center agrees to electronically remit the amounts deducted to the designated representative of the Union on a monthly basis, not later than the twentieth (20^{th}) 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 their name, job title, FLSA classification, date of birth, seniority date, rate of pay, home address, personal email address and phone, status (whether on a leave of absence or active), amount of dues deducted (if any), the number of non-overtime hours worked or paid per month, and a unique identifier, such as payroll number. This list shall also include any employee who has been promoted, demoted, hired or otherwise left the bargaining unit in that month with the reason for such action (termination, resignation, layoff, promotion out of the bargaining unit, etc.).

<u>Section 6.</u> **Deduction Procedures.**

A. Deductions shall be made from each employee's salary or wages (including any payments made for paid time off, sick time, or other benefit payments) on each paycheck.

B. Deductions shall begin during the first (1st) payroll period in the month following receipt of a newly executed membership authorization card by The Center's payroll team, 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 medical premiums and retirement contributions, if applicable.

C. If the scheduled deduction for amounts equal to Union dues cannot be made in the period(s) specified above due to a payroll error, such deduction(s) will be made in the following month (so long as there are sufficient funds available for remittance).

The Center shall not be responsible for payment of dues during periods where the employee has ceased to be in The Center's employ due to layoffs or separation or if an employee transfers to a non-Union position. Further, if no wages are due to the employee (for example, an employee who is on unpaid leave) or if wages due are insufficient to cover the required deduction, The Center is not obligated to make any deduction or transmit any amount for that period.

Section 7. The Center shall bear the full cost of processing authorized payroll deductions of dues and CWA PAF contributions as set forth in this Article, except that the Union agrees to supply dues authorization forms in a form approved by the Parties.

Section 8. Upon receiving a signed statement from the Union indicating that an employee has failed to comply with the conditions of 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 The Center 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 9. The Union shall also indemnify and hold harmless the Employer against any and all claims, demands, suits or other liability or costs (including attorney's fees) arising out of any action taken or not taken by the Employer in reliance on any dues authorization form or formula provided by the Union to calculate dues/initiation fees/equivalent amounts for the purpose of complying with any of the check-off provisions of this Agreement.

Section 10. The foregoing shall be interpreted and applied in accordance with, and shall be subject to any prohibitions or restrictions contained in applicable federal, state, and local law.

Section 11. The Union may not challenge, grieve, or claim any alleged underpayment of initiation fees, dues, or equivalent amounts more than ninety (90) calendar days after such payments are made by The Center.

ARTICLE 3
UNION REPRESENTATION, UNION COMMUNICATIONS AND LABOR MANAGEMENT COMMITTEE

Section 1. **New Employee Orientation.** The Center will notify the Union when a new employee enters the bargaining unit at least two (2) weeks before the employee's start date (unless two (2) weeks' notice is not feasible). The Union will have the opportunity to discuss the Union's role and its benefits, answer questions, and solicit new members for one (1) hour during business hours during the employee's first (1st) month of employment, at a time to be mutually scheduled by the Parties. If multiple employees are hired within the same time frame, all newly-hired bargaining unit employees will attend the same meeting. Time spent in this meeting shall be paid.

Section 2. The Union will keep The Center fully informed, in writing, on a current basis, of all local Union officers, staff representatives, as well as Union shop stewards (collectively referred to as "Union Representatives") who may be designated with the responsibility of representing the Union regarding the administration of this Agreement.

Section 3. The Union may designate up to one (1) shop steward for every fourteen (14) members of the bargaining unit.

Section 4. The Center 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. **Notification of Discipline.** The Center shall provide written notice via email to the CWA Local 1180 Staff Representative or an Officer assigned to administer this Agreement, and the Shop Stewards, no less than one (1) workday prior to the issuance of an official disciplinary step, including a documented counseling, a written warning, a final warning, or termination. The Center's failure to abide by these time limits shall not be grounds for invalidating the disciplinary action/termination; however, if the Union does not receive the notice provided for in this Section, the timeframe for filing a Grievance over the disciplinary action/termination shall be automatically extended for seven (7) calendar days. The Union will not share this information with any bargaining unit member until after the issuance of the disciplinary action. A shop steward may not share this information with other staff members; failure to abide by this requirement will result in the Shop Steward's exclusion from future notifications. If a disciplinary action/termination is being issued to a shop steward, then The Center will only notify the CWA Staff Representative.

Section 6. **Union Representation in Investigatory Meetings.**

A. Employees shall have the right to request one (1) Union Representative present during all investigatory meetings at which the employee is present and the subject of an investigation that may lead to that employee's discipline. The Union, at their own expense, may have one additional Union Representative present for the purpose of training.

B. In no event shall The Center select or appoint the Union Representative to participate in such meetings. In the event that a requested Union Representative is unavailable and rescheduling the meeting to accommodate the Union Representative would cause a delay of more than twenty-four (24) hours, The Center may move ahead with scheduling the meeting, and the Union will provide an alternate Union Representative to participate in the meeting. For avoidance of doubt, when a Union Representative is required, The Center will not move forward with a meeting without a representative if one has been requested.

C. If the investigatory meeting is scheduled to occur during a Union Representative's scheduled working hours, a Union Representative who is asked to participate in an investigatory interview must first obtain the permission of the Union Representative's immediate supervisor. Permission shall not be unreasonably withheld, so long as the missed working time will not unreasonably impact the operations of The Center. A Union Representative will suffer no loss of pay for approved time spent on the aforementioned activities when they occur during a Union Representative's scheduled working hours.

Section 7. **Grievance meetings.** A Union Representative who seeks to participate in a Grievance meeting with the Employer must first obtain the permission of the Union Representative's immediate supervisor when the Grievance meetings are scheduled during a Union Representative's scheduled working time. Permission shall not be unreasonably withheld, so long as the missed working time will not unreasonably impact the operations of The Center. Only one Union Representative employed by The Center is allowed to attend a Grievance meeting with The Center. A Union Representative will suffer no loss of pay for approved time spent in a Grievance meeting when such meeting occurs during a Union Representative's scheduled working time. This provision does not preclude Union officers not employed by The Center and/or management representatives from attending the Grievance meeting.

Section 8. **Time off for Union Activities.** Union Representatives may request up to three (3) days per calendar year 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 and the People team at least two (2) weeks in advance, whenever possible. The Center will consider such requests individually based on work needs, scheduling, and other factors relating to the Organization's mission and operations, and will not deny such requests arbitrarily.

Section 9. **Labor-Management Committee.** A Labor-Management Committee (LMC) 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. Upon mutual agreement, the LMC can address matters that are subject to the Grievance and arbitration provisions of this Agreement, but is not intended to substitute the formal Grievance and arbitration process.

A. The Committee shall consist of no more than four (4) representatives designated by The Center and no more than four (4) representatives designated by the Union. The Union LMC members do not need to be Union Representatives, as defined above.

B. Forty-eight (48) hours in advance of the meeting, each side will send the other a proposed list of topics for discussion at the upcoming LMC meeting.

C. In connection with attendance at the Labor Management Committee meetings, the employee representative(s) designated by the Union shall suffer no loss in pay for time spent in such meetings.

D. 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. LMC meetings shall last no more than one (1) hour, unless both Parties mutually decide that additional time is necessary.

E. 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.

F. At least once per year, The Center's CEO and a CWA District 1 representative will be invited to participate in an LMC meeting.

G. The topic of inclusivity in the workplace will be an agenda item for at least one LMC meeting per year.

H. Social justice or political concerns from the Union will be solely addressed by the LMC for discussion. If the Union LMC representatives wish to address social justice or political issues prior to the next regularly-scheduled LMC meeting, the LMC may convene an ad-hoc meeting within seventy-two (72) hours of Union Representative's request. Such a meeting may be delayed if more than two (2) Center LMC representatives are unable to attend—but under no circumstances shall the meeting be delayed more than seven (7) calendar days, even if this requires The Center to appoint alternative management representatives to attend the ad hoc meeting.

I. Upon receipt of collective feedback and recommendations from the LMC, the Employer shall provide a response or follow-up. When a decision has been rendered, the Employer shall also share the general rationale for that decision.

Section 10. **Union Communications.** The Union shall be permitted to share information to its members through one (1) bulletin board in the Employer premises and The Center's work email. Such material shall normally be restricted to the following:

A. Contact information for the Union and Stewards;

B. Factual notices and announcements from the Union pertaining to (i) Union meetings, (ii) Union elections and nominations, (iii) appointment of Union officers, and (iv) Union social and recreational activities;

C. Regularly issued information and bulletins from the Union;

D. Agreements entered into between the Parties; and

E. Any other relevant materials.

Section 11. **Pay Treatment.** Time spent by Union Representatives employed by The Center in meetings with The Center's management (including but not limited to investigative meetings, Grievance meetings, meetings to discuss potential Grievance or contractual/disciplinary issues, and LMC meetings) shall be paid by The Center. All other Union business must occur during the employee's non-working time and shall not be paid for by The Center unless this Agreement specifically provides otherwise.

Section 12. Time spent on Union activities shall not count as hours worked for purposes of calculating overtime, except for LMC meetings. Employees performing Union activities are still responsible for performing the assigned job duties and functions in their job descriptions, and participation in Union activities shall not interfere with The Center's operations.

ARTICLE 4
NON-DISCRIMINATION

Section 1. It is the policy of The Center to ensure that all applicants and employees are afforded equal opportunity in all aspects of employment including, but not limited to, recruitment, hiring, placement, promotion, transfer, termination, layoff, leaves of absence, compensation, benefits, training, employee activities, access to facilities and programs, and to the administration of all other personnel practices and procedures. The Center shall not discriminate on the basis of actual or perceived race, color, creed, religion, socio-economic status, age, sex, gender, gender identity or gender expression (including transgender status), sexual orientation, partnership status, pregnancy status, childbearing status, and lactation accommodations, marital status, familial status, national origin, ancestry, immigration and citizenship status, height and weight, traits historically associated with race (including but not limited to hair texture and protective hairstyles), veteran status, military status, caregiver status, credit history, sexual and reproductive health decisions, disability, genetic predisposition or genetic information, domestic violence victim status, sex offense or stalking victim status, Union activity, HIV/AIDS status, medical condition, arrest record or conviction record or any other classification protected by applicable federal, state, or local law. Provided, however, that the Employer may consider the above characteristics where there is a legitimate non-discriminatory business reason for doing so.

A Grievance alleging a violation of this Article shall not proceed to arbitration, and will be held in abeyance, if the employee has filed or later files an administrative charge with the Equal Employment Opportunity Commission or an equivalent state or local administrative agency, or a complaint in federal or state court, that arises under the same or similar set of operative facts. A Grievance held in abeyance can only proceed to arbitration if the employee's administrative charge or complaint is withdrawn before a decision has been made on the merits of such charge/complaint.

Section 2. For the purposes of this Article, all the terms contained in Section 1 above shall be interpreted as defined by applicable law. However, the terms sex characteristics, intersex, gender identity and gender expression shall have the following meanings, unless a more expansive/protective definition is provided under New York City law:

A. Sex characteristics refers to the chromosomal, gonadal, and anatomical features of a person, which include primary characteristics such as reproductive organs and genitalia and, or in chromosomal structures and 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 all of the above. One's gender identity may or may not correspond with their gender assigned at birth (such as the sex listed on their birth certificate) and evidence of one's gender or sex may never be requested or required, unless required for a benefits or insurance obligation or compliance with applicable law or regulation.

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, personal medical decisions or actions related to gender identity or transition, 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. The Parties agree to continue their policies that 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 with during the course of the employee's work.

Section 4. Transitioning employees have the right to determine when, how, and with whom to share information about their transition status unless disclosure is required for purposes of The Center's administration of its benefit policies, payroll, or other services, or compliance with applicable law or regulation.

Section 5. All staff have the right to:

A. Expect that anything shared in confidence with the People team or an employee's supervisor, with respect to an employee's gender identity, gender expression, and sexual orientation and behavior will not be shared with the broader staff, unless and only to the extent that an employee has voluntarily and proactively shared such information or as required by law or business necessity. Disclosure beyond what the employee has shared shall not be presumed or implied. For clarity, an employee's pronouns are not considered confidential and may be shared within and outside of the Organization for purposes of encouraging use of pronouns or with the aim of preventing misgendering.

B. Have The Center personnel records reflect changes in name or gender upon request, subject to applicable law or regulation. The Center may be required by law to provide documentation of a legal name change in order to change the employee's name in certain circumstances, such as in connection with the employee's taxes, payroll, retirement accounts, or other benefits.

C. Be referred to by the employee's identified name and pronoun(s). The intentional or persistent misuse of an employee's pronouns or gender identity may constitute harassment and an act of workplace discrimination. Such conduct is subject to investigation in accordance with The Center's Gender Discrimination Policy. 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 the People team in accordance with The Center's mission and policies. When requested, management and/or the People team will assist transitioning employees to navigate transitioning in the workplace and in their interactions with other staff, partners, donors and members of the public in accordance with established policies.

E. Access restrooms corresponding to their gender identity. In addition, The Center's goal is for all The Center's facilities (if opened in the future) to have at least one non-gendered restroom available for use.

F. Access to a private location, not a restroom or sanitary facility, for the purpose of pumping at The Center, as well as a refrigerator for storage.

Section 6. **Americans with Disabilities Act.** This Agreement shall be interpreted to permit the reasonable accommodation of a qualified individual with a disability as required by local, state and/or federal law, including the Americans with Disabilities Act (ADA). In the event that a proposed accommodation would conflict with any provision of this Agreement, The Center will notify the Union before the accommodation is implemented (provided that advance notice is feasible). The Parties, at either's request, shall meet to discuss the proposed accommodation. The Parties agree that any accommodation made by The Center with respect to work schedule, job duties or any other term or condition of employment shall not in any way become applicable to any other individual, class or group of employees, but shall apply only to the employee or employees accommodated in the particular situation. The fact that such employee or employees were accommodated, and the manner and method of such accommodation, shall be without precedent and, therefore, may not be used or relied upon by any other employee or the Union for any purpose at any time.

ARTICLE 5
MANAGEMENT RIGHTS

Section 1. Subject to the limitations set forth in this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Employer, including, but not limited to the rights: to determine the size and composition of the work force; to utilize part-time employees, temporary employees, staffing agency employees, per diem employees, volunteers, interns, and fellows (in accordance with Article 16 (Bargaining Unit Work)); to hire employees, determine their qualifications and assign and direct their work; to establish and control new hiring and training of employees; to promote, demote, and transfer employees; to lay off employees due to lack of work, for budgetary reasons, or when the Employer determines that continued work would be inefficient, unproductive, or duplicative (in accordance with Article 20 (Layoff and Recall)); to select and control supervisors; to determine the management organization for each department; to set the standards of productivity and the services to be rendered, the operations to be performed, and the technology and systems to be utilized; to determine the location where work is to be performed; to determine an employee's ability to perform assigned work in a satisfactory manner; to determine in good faith the knowledge, skills, qualifications, and abilities necessary for employees to perform their job functions; to determine performance levels and evaluate individual performance; to decide where and when training on a particular job is required and how much training is required; to maintain and improve the efficiency and effectiveness of the Employer and its operations; to determine the personnel, methods, procedures, means and facilities by which operations are conducted; to set the starting and quitting time, the number of hours, time, and number and composition of shifts to be worked and the workweek; to require, schedule, and assign overtime work; to determine whether to grant PTO requests and to schedule PTO; to close down, sell, lease or relocate the Employer's business or any part thereof; to expand, reduce, alter, combine, transfer, assign or cease any job, department, operation or service; to decide and control the number, location, acquisition, construction, disposition, and operation of offices; to require employees to submit to drug and/or alcohol tests and/or criminal background checks and/or driving record checks as requested by the Employer or as required by a grant or regulatory body; to establish new job classifications and to determine job content, duties and/or functions; to determine or change job duties; to create, amend, or update job descriptions; to control and regulate the use of facilities, equipment and other property of the Employer; to introduce new or improved equipment, software, and materials; and to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Employer and to direct the Employer's employees.

Section 2. The Employer will have the sole right to establish, revise, or add employment rules and/or policies, including but not limited to policies that relate to attendance, drug and alcohol testing, and employee conduct, provided the same are not inconsistent with this Agreement. The Employer will provide a copy of the revised rules and/or policy to the Union no less than thirty (30) calendar days prior to the implementation of said rules/policies (unless earlier implementation is necessary to comply with grant requirements or address situations outside of The Center's control (e.g., public safety emergency, natural disaster, etc.)). Upon request, the Center will engage in effects bargaining with the Union over these policies.

Section 3. The Employer reserves the right, in its sole discretion, to provide greater benefits to bargaining unit members than those provided for in this Agreement, where such benefit is provided to non-represented employees of The Center. By doing so, The Center is not creating a past practice or guarantee that such a benefit will be continued if The Center determines to revert back to the benefits provided under the CBA.

Section 4. The Employer's failure to exercise any right, prerogative or function hereby reserved to it, or the Employer's exercise of any such right, prerogative or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative or function or preclude it from exercising the same in some other way not in conflict with the provisions of this Agreement.

Section 5. Any change to the terms and conditions of the bargaining unit's work may trigger effects bargaining, unless specified in the list of management's rights described in Section 1 above.

ARTICLE 6
NO STRIKE AND NO LOCKOUT

Section 1. The Union, its officers, agents, representatives, and the' bargaining unit employees shall not, in any way, directly or indirectly, instigate, lead, engage in, authorize, cause, assist, encourage, participate in, ratify or condone any strike, sympathy strike, slowdown, work stoppage, picketing, honoring of any picket line whatsoever, boycott (primary or secondary), interruption of work or any other interference with operations or form of economic pressure directed against The Center. It shall not be a violation of this Section, if an employee refuses, due to a reasonable safety concern, to enter upon any physical property involved in a primary labor dispute or refuses to go through any physical primary picket line. In the event of such a situation, the employee shall contact their immediate supervisor to discuss the concern and reasonable mitigation measures, and determine the appropriate work plan for the day.

Picketing is not permitted for any subject matter for which the Labor Management Committee has sole discretion as provided in Article 3, Section 9.H, which includes issues and concerns related to social justice and politics. If the Union elects to file a Grievance, picketing is not permitted once a Grievance has been filed.

The prohibition on picketing does not apply if the Union has raised an issue via email regarding a term and condition of work that has had a negative impact on the Bargaining Unit, as determined by CWA, to at least two (2) members of the

Leadership Team, and The Center has refused to meet for more than seven (7) calendar days. Under such a situation, the Union must make at least one (1) additional effort no earlier than the seventh day of non-responsiveness from management, to engage with at least two (2) members of The Center's Leadership team to discuss the matter before resorting to picketing.

Picketing is not permitted while the Parties are meeting or are still working to resolve the issue through future communications (including additional meetings). For avoidance of doubt, picketing cannot occur so long as the Parties are continuing to meet in good faith to address the issue or both Parties mutually agree that further discussion will not result in a different outcome, even if the Parties do not agree on the outcome. If there is no commitment to future meetings to explore resolution, neither party is willing to continue to meet, and the Parties have not mutually agreed that further discussion will not result in a different outcome, then picketing may be used as a last resort, not to exceed five (5) consecutive days, excluding weekends and holidays.

Any picketing must be done in accordance with any applicable city or state laws or requirements, including any issued permits and may not impede entrance or exit to The Center. Picketing cannot occur during an employee's paid working time (unless leave has been requested and approved). Employees may not picket unless such action has been approved by CWA and twenty-four (24) hours' notice has been provided to The Center.

Section 2. The failure or refusal on the part of any employee to comply with the provisions of this Article shall be cause for immediate discipline, up to and including discharge not subject to progressive discipline.

Section 3. Upon notice from the Employer of an employee's violation of Section 1, the Union, as soon as reasonably possible but in no event more than twenty-four (24) hours, shall publicly disavow such action in a writing addressed and sent to all represented employees and the Employer; and go to the site of the work stoppage or other action to advise participants that the work stoppage or other action is unauthorized, in violation of the current Agreement and direct that the participants return to work and discontinue the prohibited conduct. In such a case, The Center agrees that there shall be no financial liability on the part of the Union or any of its officers or agents.

Section 4. In consideration of the Union's commitment as set forth in Section 1 of this Article, the Employer shall not lock out employees during the term of this Agreement.

Section 5. In the event of an alleged violation of Section 1 of this Article by the Union or violation of Section 4 of this Article by the Employer, the Employer or the

Union, respectively, may institute expedited arbitration proceedings regarding such alleged violation of Section 1 or Section 4, respectively, by delivering notice thereof by hand delivery or email to the Union or to the Employer and to the Federal Mediation and Conciliation Service ("FMCS"). Immediately upon receipt of such written or electronic notices, the FMCS shall appoint an arbitrator to hear the matter. The arbitrator shall determine the time and place of the hearing, give notice thereof by electronic means, and hold the hearing within seventy-two (72) hours after the appointment.

A. The fees and other expenses of the arbitrator in connection with this expedited arbitration proceeding shall be shared equally by the Parties.

B. The sole issue at the hearing shall be whether a violation of Section 1 or Section 4 of this Article has occurred or is occurring and the arbitrator shall not consider any matter justifying, explaining, or mitigating such violation.

C. If the arbitrator finds that a violation of Section 1 or Section 4 of this Article is occurring or has occurred, the arbitrator shall issue a cease and desist order with respect to such violation. The arbitrator's written opinion, award and order shall be issued within twenty-four (24) hours after the close of the hearing. Such award and order shall be final and binding on the Employer and the Union.

Section 6. The remedies set forth in this Article are not exclusive, and the Parties may pursue whatever other remedies are available at law or equity.

ARTICLE 7
GRIEVANCE PROCEDURE

Section 1. **Definition.** For the purpose of this Agreement, the term "Grievance" is defined as a dispute between the Parties or any employee covered by this Agreement with respect to an alleged violation of a specific provision of this Agreement, including Memoranda of Agreement(s) or other Letter(s) of Understanding/Agreement, and Employer policies affecting terms and conditions of employment. All disciplinary Grievances filed by the Union shall involve individual grievants and the Parties shall not be required to process group Grievances under this Article unless the Parties expressly agree to do so in writing.

Section 2. **Procedure.** The Grievance Procedure outlined herein is designed to facilitate resolution of disputes at the lowest level of the procedure. It is therefore urged that the Parties attempt prompt resolution of all disputes and seek to avoid the formal procedures through informal resolution. When feasible, before filing a written Grievance, the employee shall meet with their immediate supervisor or manager to discuss and seek a resolution of the problem, provided the resolution is not inconsistent with any provision of this Agreement and provided that The Center provides notice to the Union of any resolution that impacts more than one bargaining unit employee. Employees who initiate an informal discussion with their supervisor may extend the deadline for filing a Grievance by up to five (5) additional calendar days, provided they have written documentation showing that the matter was brought to the supervisor's attention and such documentation is attached to the written Grievance.

If a deadline falls on a Saturday, Sunday, or Employer-observed holiday, the deadline is extended until the next weekday (that is not a Employer-observed holiday).

<u>Section 3.</u> **Grievance Steps.**

A. **Step One:** The Union must present a formal written Grievance to the Director of People or their designee in writing within twenty-one (21) calendar days after the alleged event giving rise to the Grievance was known or should have been known to either the grievant or Union. If a Grievance is not filed within this time frame, then the Union shall be conclusively presumed to have abandoned and waived any further processing of the Grievance to Step Two as outlined below, and said Grievance shall not thereafter be procedurally arbitrable or substantively arbitrable with respect to the specific Grievance. The Grievance must state the nature of the claim; the specific Articles of this contract that are alleged to have been violated; the basic facts relating to the alleged violation; and the remedy sought. In the event of a deficiency in a Grievance, The Center will seek the missing information from the Union; however, the Union's failure to provide the requested information within fourteen (14) calendar days will result in the waiver of such Grievance.

   Upon receipt, the Employer will respond in writing within fourteen (14) calendar days. The Employer's failure to respond in writing within fourteen (14) calendar days shall automatically progress the Grievance to Step 2 of the Grievance process.

B. **Step Two**: If the Parties are unable to resolve the Grievance in Step One, the Union must request a meeting with the Chief People & Equity Officer or their designee within fourteen (14) calendar days after the Employer's Step One decision is sent via email to the Union. (When appropriate, the Chief People & Equity Officer will ensure that the appropriate member of management is in attendance for the Step 2 meeting.) If a Step 2 meeting is not requested within this time frame, the Grievance will be deemed waived for any further processing of the Grievance to Arbitration, and said

Grievance shall not thereafter be procedurally arbitrable or substantively arbitrable with respect to the specific Grievance.

The Parties shall agree on a mutually agreeable meeting date and location for the Step 2 meeting, which may be held in person or virtually. The Parties will endeavor to schedule the Step 2 meeting within thirty (30) calendar days from the request. The Employer will issue a written decision within fourteen (14) calendar days of the Step 2 meeting. The Employer's failure to respond in writing within fourteen (14) calendar days shall automatically progress the Grievance to the Arbitration Process.

Absent an agreed-upon deadline or extension, in the event that a Grievance becomes unattended, which shall be defined as the Union's discontinuation of any communication or response for twenty-one (21) calendar days or more, then the Grievance shall be waived without any ability to proceed in steps or be taken to arbitration.

Section 4. **Process for Grievances Related to Termination.** Grievances related to an employee's termination must be filed within thirty (30) calendar days after the termination date. The Parties will then proceed to the Step 2 meeting in accordance with the process and timeline outlined above.

Section 5. **Time Limits.** The Parties may mutually agree in writing to extend or waive the timelines contained within the Grievance Procedure.

Section 6. Unless the Parties agree otherwise in writing, no settlement of any Grievance will be established as a precedent or a prior/past practice for any subsequent situations.

Section 7. For the purpose of presenting a Grievance at the Step 2 meeting, the aggrieved employee (if invited by the Union to the Grievance meeting) shall suffer no loss in pay for the time spent in the Grievance meeting. Provided, however, that in a contractual Grievance, only one aggrieved employee will be paid for time spent in such meeting. Time spent in a Grievance meeting shall not count as hours worked for purposes of calculating overtime.

Section 8. The provisions of this Article and Article 8 shall likewise be utilized in the event that the Employer finds it necessary to file a Grievance claiming a violation of the terms or provisions of this Agreement.

ARTICLE 8
ARBITRATION

Section 1. If the Union is not satisfied with the Employer's decision after the Step 2 meeting, within sixty (60) calendar days after the decision is sent via email, the Union shall submit a written demand to arbitrate to the Chief People & Equity Officer.

Section 2. Within fourteen (14) calendar days of receiving the demand for arbitration, the party requesting arbitration shall request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service ("FMCS"). The Parties will agree to an automatic extension of an additional thirty (30) calendar days if the Parties are engaged in settlement negotiations. Failure to either submit a written demand to arbitrate or request a panel of arbitrators from FMCS as outlined above will result in the Union being conclusively presumed to have abandoned the Grievance and having waived any further processing of the Grievance to Arbitration, and said Grievance shall not thereafter be procedurally arbitrable or substantively arbitrable with respect to the specific Grievance. The panel requested from the FMCS must specify National Academy of Arbitrators members only. The Parties shall select a single arbitrator by taking turns at striking names from the panel so provided; the party who filed the Grievance shall strike first. The individual's name which is not stricken shall serve as arbitrator. The Parties are also free to appoint a mutually agreed-upon arbitrator to handle the matter or request additional panels from the FMCS.

If the Grievance is withdrawn prior to the arbitration hearing, the Employer agrees to reimburse the Union for the cost of the FMCS panel.

Section 3. The arbitrator will be notified of their selection within fourteen (14) calendar days and asked to submit with their acceptance a list of available hearing dates.

Section 4. Each party shall have a right to submit a post-hearing brief. The arbitrator's decision, which must be in writing, shall be final and binding on the Employer, Union, and affected employees. The arbitrator shall have no authority to add to, subtract from or otherwise alter the provisions of this Agreement, or impose on either the Employer or the Union any limitation or obligation not specifically provided for under the terms of this Agreement. The arbitrator shall have no authority to order monetary relief for any period more than thirty (30) calendar days before the filing of the Grievance, unless federal, state, or local law provides otherwise and the grievant is not pursuing such remedies in another forum.

Section 5. The amount of any backpay awarded shall be limited to the amount of wages the employee otherwise would have earned less any unemployment compensation or income/compensation that the employee received from any source during the period in question, except income from second jobs which were begun before the back pay period and continued, without interruption, through the back pay period in the same nature and degree.

Section 6. The fees and expenses of the arbitrator, interpreters, or transcripts shall be shared equally by the Parties. Each party is responsible for costs associated with its case.

Section 7. The arbitrator shall have the right to determine whether a particular Grievance is subject to the Grievance Procedure or within their jurisdiction to decide, including the authority to hear and rule on all issues that arise regarding procedural or substantive arbitrability. Upon motion by either party to bifurcate the hearing on procedural or substantive arbitrability issues, the arbitrator will hold a separate hearing on arbitrability issues prior to the hearing on the merits of the Grievance. The arbitrator will issue a bench decision on any issues of arbitrability (unless either party requests the right to brief the arbitrability issues). If the arbitrator determines that the Grievance (or a portion thereof) is arbitrable, the arbitrator will set a date for a hearing on the merits at least four (4) weeks after their decision on arbitrability (unless the Parties agree otherwise). Nothing herein prohibits either side from bringing matters of substantive arbitrability before a court in the applicable jurisdiction.

Section 8. **Time Limits**. The Parties may mutually agree in writing to extend or waive the timelines contained within the Grievance Procedure. If a Grievance has not been heard by the selected arbitrator within one (1) year after the date that the demand for arbitration was submitted to The Center, then it shall be deemed denied and shall not be heard by the arbitrator (unless the Employer or arbitrator causes the delay).

Section 9. The right to use the arbitration procedure will only be available during the term or written extension of this Agreement. Upon this Agreement's termination, the right to use the arbitration procedure will cease unless the action forming the basis of the Grievance arose during the term of the Agreement.

Section 10. The arbitrator will not hear multiple Grievances at a single hearing, unless such multiple Grievances have arisen out of the same alleged contract violation(s) and facts and a joint hearing is agreed to by the Parties.

Section 11. The Parties may mutually agree to utilize the services of a mediator prior to proceeding to arbitration. In such a case, the time limits to request arbitration will be suspended. The Parties will select a mediator by using a mutually agreed upon mediator. The mediation conference will be held on the earliest mutually available date offered by the chosen mediator. Either party may request the mediation be terminated and the Grievance be scheduled for arbitration.

Section 12. At or around thirty (30) calendar days before a scheduled arbitration hearing date, the Parties agree to meet and discuss whether there are any viable settlement options.

ARTICLE 9
JUST CAUSE AND PROGRESSIVE DISCIPLINE

Section 1. The Employer will have the right to discipline, suspend, or discharge employees for just cause.

Section 2. The Parties agree that in the following situations, if The Center concludes that the conduct has occurred, just cause for termination exists, without the need for progressive discipline. In such cases, where the Employer has acted without discrimination on the basis of Union involvement/Union activity or on the basis of a protected class as defined in Article 4, the arbitrator's sole authority is to determine whether the terminated employee committed the offense for which the employee was terminated. (Nothing herein supersedes the prohibition on arbitrating Grievances if there is a charge or complaint in another forum, as outlined in Article 4.)

A. workplace violence (provided that actions necessary to protect oneself from harm are not considered workplace violence);
B. embezzlement, theft of property of material value, including intentional false reporting of time or expenses;
C. intentional falsification of business records or employment application;
D. intentional or reckless violation of: (1) lobbying or campaign finance laws or policies relating to compliance with those laws; (2) conflicts of interest; (3) anti-bribery; and (4) financial reporting;
E. intentional or reckless release of confidential information without authorization, including but not limited to inappropriate use or access to information concerning a person served by The Center, HIPAA-protected information, personal information of participants and donors, the non-work contact information of The Center staff and volunteers, and information protected by the Employer's privacy policies;
F. violation of the Equal Employment Opportunity policy or any policy prohibiting harassment, discrimination, and/or retaliation that rises to the level of being unlawful;
G. physical abuse of constituents, participants, clients, donors, vendors, or of a co-worker;
H. possession of firearms or explosive device while on duty or on the Employer's property; or

I. distribution, sale, or use of alcohol, marijuana, or illegal drugs in the workplace or while on duty, or any other violation of the Substance Use policy, provided that responsible consumption of alcohol at an Employer-sanctioned event is not a violation;

This list does not limit the circumstances under which the Employer can immediately terminate an employee for just cause without progressive discipline (as provided for in Section 4).

Section 3. Managers are encouraged to begin with informal feedback and coaching to address early-stage concerns. These conversations help set clear expectations and offer employees a chance to correct issues before formal action is taken. Informal coaching is not part of the formal progressive discipline process but may inform future steps if concerns persist. This informal feedback may be followed up with a written documentation of its occurrence.

Section 4. **Progressive Discipline**. The Employer will use progressive discipline in considering whether an employee should be disciplined or terminated for misconduct, unsatisfactory performance, or violation of Employer policies/rules (including attendance policy violations). Progressive discipline shall include the following steps:

A. A documented Counseling Meeting
B. Written Warning
C. Final Warning
D. Termination

In cases involving gross misconduct, or gross negligence, the employee may be subject to higher levels of discipline, up to and including immediate termination. In such cases, the employee or the Union may file a Grievance directly at Step 2 and skip the first step completely.

Section 5. Each disciplinary action must remain active for a reasonable period of time before the employee progresses to the next level of discipline unless the employee commits a different infraction during that period, for which the Employer may issue a next disciplinary step.

Section 6. The Center will take any disciplinary action without unreasonable delay, but no later than twenty-one (21) calendar days following The Center's knowledge of the incident giving rise to discipline or the conclusion of the investigation, whichever is later. Provided, nothing herein limits The Center's ability to issue discipline for ongoing conduct.

Section 7. No discipline shall remain in effect or be considered active for more than twelve (12) months.

Section 8. Upon written request, an employee will be permitted to examine their personnel file within five (5) calendar days of the written request by the employee to the People team. The employee shall receive a copy of any disciplinary actions or performance evaluations that are put into 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) calendar days of receipt.

ARTICLE 10
ORIENTATION PERIOD

Employees are subject to an orientation period of ninety (90) calendar days commencing on the first day of employment; provided, however, that The Center may extend said period for an additional thirty (30) calendar days upon mutual agreement by the Parties. Any days of absence taken during this period will be added on to the orientation period. During the orientation period, The Center can discipline or terminate an employee at will, for any reason or at any time, and such action shall not be subject to Article 9 (Just Cause and Progressive Discipline) or Article 20 (Layoff and Recall). Any discipline or termination of an employee during their orientation period shall not be covered by the provisions of Article 7 (Grievance Procedure) and Article 8 (Arbitration).

ARTICLE 11
EMPLOYMENT STATUS

Section 1. A "full-time" employee is any employee regularly scheduled to work at least thirty-five (35) hours per week.

Section 2. A regular "part-time" employee is any employee regularly scheduled to work at least twenty (20) hours per week but less than thirty-five (35) hours per week. Any employee who works less than twenty (20) hours per week is considered a per diem employee and is not part of the bargaining unit pursuant to Article 1.

The Center will review the status of all part-time employees on a regular basis and will assess if a part-time employee is accurately classified should they meet or exceed thirty-five (35) hours per week for four (4) consecutive pay periods, so long as the employee raises the issue with the People team. The Center will reclassify any employee as full-time where appropriate. Part-time employees may also request a review of their status if they believe they are regularly working full-time hours. The Center will respond to such requests in writing within thirty (30) calendar days.

Section 3. An employee shall be classified as "exempt" and ineligible for overtime pay if and to the extent that employee qualifies for an exemption from overtime under the Fair Labor Standards Act ("FLSA") and/or relevant state or local wage-hour laws. The Union or the exempt employee shall have the right to challenge said classification through a Grievance; if the matter cannot be resolved in the Grievance process, the Grievance shall not proceed to arbitration under this Agreement, but the Employer and the Union shall meet to discuss the best avenue for resolution, provided the employee agrees to that avenue.

Exempt employees receive a fixed salary for any workweek in which they perform any work; 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.
B. Absence because the Employer has decided to close a facility on a scheduled workday.
C. Approved paid leaves of absences in accordance with this Agreement.
D. Any other deductions prohibited by local, state, or federal law.

<u>Section 4.</u> An employee shall be classified as "non-exempt" and eligible for overtime pay if and to the extent that employee does not qualify for an exemption from overtime under the FLSA and/or relevant state or local wage-hour laws. Non-exempt employees can be either full-time or regular part-time employees.

<u>Section 5.</u> A Grant-Specified employee is one whose position is specifically named in a grant to engage in the regular work of The Center or a special project on a short or long term basis. As Grant-Specified Employees are directly funded by a specific grant, the Employer is not required to provide them with severance at the expiration of that grant. In the event that a grant is terminated by the grantor prior to its expiration, Parties shall meet to bargain over the severance, provided that the Parties agree that the severance shall not be more than the severance provided in Article 20 (Layoff and Recall), and nothing herein will impact The Center's ability to proceed with the employee's separation without the advance notice requirements therein. Nothing in this Agreement prohibits the Employer from providing severance or continuing to fund the grant specific position from its own funding at its discretion.

<u>Section 6.</u> A temporary employee is one who is engaged for short-term assignments due to their expertise in a particular area and have been hired for a particular project or for a finite period of time, with the definite understanding that their employment is to terminate upon completion of the project or at the end of the period, and whose employment is expected to continue for not more than twelve (12) months. The Center has the right to utilize temporary employees as it deems necessary, so long as such utilization is consistent with the other provisions of this Agreement, including Article 16 (Bargaining Unit Work).

Temporary employees have no rights or privileges under this Agreement and are not members of the bargaining unit. However, if The Center determines that the assignment or need becomes indefinite, The Center will reclassify the temporary employee(s) to full-time, regular part-time or per diem employees. 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.

ARTICLE 12
HIRING, RECRUITMENT, AND PROMOTIONS

Section 1. **Bargaining Unit Vacancies**

A. **Posting Requirements.** All bargaining unit vacancies will be posted on The Center's website and through an all-staff email (provided that an inadvertent error to send such email shall not result in a Grievance). Each posting shall include the job title, pay range, and information regarding position requirements and duties.

B. Qualified internal candidates will not be required to attend a screening interview; they will proceed directly to a second-round interview.

C. **Degree Substitution.** When a vacancy requires or prefers prior college degrees, The Center may allow for substitution with prior experience, determined in good faith. This substitution will not apply where a degree is essential to the role.

D. **Eligibility**. To be eligible to apply for a posted vacancy, an employee must:

1. Be in good standing (i.e., has not been issued discipline or a Performance Improvement Plan in the past six (6) months);
2. Be in their present position for more than six (6) months (provided that The Center may reduce this requirement if the only other candidates are external);
3. Have satisfactory performance on their last performance review; and
4. Have credentials consistent with those required for the position.

If The Center has not conducted a review within the last fifteen (15) months, the employee shall be presumed to have had satisfactory performance (i.e., the third criteria above).

E. **Competitive Process.** All internal applicants who meet the minimum qualifications shall be interviewed in good faith. The selection process shall be competitive, fair, and consistent, based on job-related criteria such as experience, education, skills, performance evaluations, Mission and Values alignment as described on CenterNet, and interview results.

F. **Internal Preference.** Hiring decisions shall be based on qualifications such as experience, skills, and job-related knowledge, as determined by The Center. Where an internal and external applicant are substantially equal (as determined by The Center), preference will be given to the internal applicant.

G. **Seniority.** When The Center is deciding between two (2) internal applicants whose qualifications are substantially equal (as determined by The Center), seniority shall be given primary consideration.

H. **Notification.** In the event that an internal applicant is not chosen for an applied-to position, The Center shall notify them of its choice not to move forward with them as a candidate prior to announcing its chosen applicant as well as the rationale for their decision.

Section 2. **Promotions.** A promotion in a job refers to an employee's advancement to a higher position within the Organization, typically involving greater responsibilities, authority, and compensation. It is a recognition of the employee's performance, skills, and contributions to the Organization's goals.

A. Promotions may occur through a posted vacancy or an in-seat promotion.

B. Employees may also request a promotion in writing to their direct supervisor once eligibility criteria are met. The recommendation/request will be reviewed by the Department leader and the People team. Promotion requests shall be evaluated and responded to within a reasonable timeframe, and if approved, shall take effect as of the approval date.

C. **Eligibility**. To be eligible for a promotion through a posted vacancy, employees must meet the requirements outlined above in Section 1.D.

   Whether an employee is eligible for an in-seat promotion will depend on the employee's qualifications, individual readiness for the promotion, the Organization's business and team needs, whether there is sustainable funding to support the position, and the requirements outlined in Section 1.D

D. **Compensation.** Upon promotion, the employee's salary will be adjusted in accordance with Article 27, Section 2 (Wages).

Section 3. **Retreat Rights.** Any employee who moves to another position may retreat to their former job within three (3) months if the employee determines the new position is not a good fit, provided the position is still vacant and no offer has been extended. In such cases, the employee will be treated as if they had not left the former position, including returning to their former salary.

ARTICLE 13
NEW JOB TITLES AND JOB CLASSIFICATIONS

Section 1. The Center shall notify the Union in writing of any newly-created bargaining unit classifications or titles, the duties established therefore, and the proposed wage rate and salary range. 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 it qualifies for an exclusion listed in the Card Check Agreement (Appendix A) or under Article 1 of this Agreement. The Center will inform the Union when a new full-time or regular part-time position is excluded from the bargaining unit and the reasons for such exclusion; this requirement does not apply if the position is supervisory, managerial, or confidential. A job classification refers to the level of a job title (e.g., Associate, Coordinator, etc.).

Section 2. The Union shall have the right, within thirty (30) calendar days of the date the Union was notified by The Center of the newly created bargaining unit classification or title, to initiate negotiations concerning the assigned classification or the proposed wage rate established by The Center for the new classification or job title. If negotiations are not requested within thirty (30) calendar days, the job title, classification, and/or proposed wage rate will be made permanent. The Parties agree that they shall negotiate for a period of no more than sixty (60) calendar days from the date such negotiations commenced.

A. If an agreement is reached by the Parties within the said sixty (60) calendar days as to the appropriate classification and/or permanent wage rate, 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 classification and/or permanent wage rate for such classification or title has been reached within the said sixty (60) calendar days, the issue shall be submitted to binding interest arbitration. An arbitrator shall be selected using the process outlined in Articles 7 and 8. The interest arbitrator shall be authorized to evaluate the proposals of the Parties with respect to the appropriate classification and/or wage rate and fashion a remedy that attempts to accommodate and reconcile the interests of the Parties. The interest arbitrator shall be authorized to add to, detract from, or modify the final offers submitted by the Parties. The decision shall be in writing and shall be rendered within thirty (30) calendar days after the close of the interest arbitration hearing record or, if post-hearing briefs are submitted, within thirty (30) calendar days after the submission of post-hearing brief. Costs of interest arbitration shall be split equally by the Parties.

C. The arbitrator's decision shall be guided by the following factors:
    1. The Parties' stipulations;
    2. The financial condition of The Center and its ability to meet increased wage demands;

3. The wage rates and job classifications of other bargaining unit positions (i.e., internal equity);
4. The existing CBA and prior CBAs between the Parties, and the history of relevant negotiations over wage rates/job classifications;
5. The wage rates and job classifications for similar positions at comparable non-profit organizations; and
6. Other factors that are normally taken into consideration in the determination of rates of pay.

D. Negotiations surrounding the appropriate job classification and/or wage rate, and any subsequent interest arbitration, shall not constitute a reopener of the Agreement and all provisions of the CBA, including the No-Strike/No-Lockout provision, will remain in full force and effect.

Section 3. Nothing herein shall delay The Center's ability to recruit and/or hire employees for new bargaining unit job classifications or titles.

ARTICLE 14
JOB DESCRIPTIONS

Section 1. The Center shall maintain a written job description for each job title within the bargaining unit. All written job descriptions are guides to the functions, responsibilities, and general duties of the role. Duties listed in the written job description are illustrative and are not to be construed as a limitation on work assignments or on the employee's freedom to voluntarily take on additional work, special projects, or professional development opportunities.

Section 2. All new hires in the bargaining unit shall receive the applicable written job description for their position as part of the on-boarding process on or before their start date. As part of the on-boarding process, all new bargaining unit employees shall have a meeting with their direct supervisor within two (2) weeks of the employee's start date to discuss the written job description, as well as the job role and responsibilities, and ask any questions the employee may have.

Section 3. In the event The Center modifies a current written job description, The Center shall inform the Union about said change. At the request of the employee or the Union, the Parties will meet with the employee to review the changes or new job description and will be provided with an explanation for the change and engage in effects bargaining (if requested).

Section 4. In the event that a bargaining unit employee believes their written job description does not accurately reflect their actual responsibilities on a regular or temporary basis, or they believe that their duties, responsibilities, or functions have been expanded, the employee may request the opportunity to discuss the written job description and/or position with The Center's People team and/or their direct supervisor. A Union Representative may participate in any such meeting, at the request of the employee. A shop steward who seeks to attend such meeting shall request permission in accordance with the procedure in Article 3 (Union Representation, Union Communications and Labor Management Committee) for participating in Grievance meetings. A steward will suffer no loss of pay for approved time spent in a meeting when such meeting occurs during the steward's scheduled working hours, but such time shall not count as hours worked for purposes of calculating overtime.

Section 5. Each member of the bargaining unit at the time of ratification of the Agreement shall have access to a copy of their written job description within ninety (90) calendar days of the ratification of this Agreement.

ARTICLE 15
COUNSELOR WORKLOAD

Section 1. **Recovery and Mental Health Counselor Workload**. If a Recovery or Mental Health Counselor works more than 30 direct service hours per week, for two or more consecutive weeks, the Counselor should initiate a conversation with their supervisor to analyze their direct service hours and, if needed, adjust their workload to be within a 30 direct service hour parameter. Direct service hours include time spent doing intakes, crisis intervention, coordinating with external service providers, one-on-one client sessions, and running groups, including 15 minutes of administrative time per session.

Section 2. **Grant Specification.** In the case where a Counselor's position is being funded by a specific grant that outlines a maximum or minimum number of services that must be delivered which conflicts with the above, the provisions indicated in the grant shall prevail.

ARTICLE 16
BARGAINING UNIT WORK

Section 1. Bargaining unit work will normally be performed by members of the bargaining unit, except that such work may be performed by:

A. Outside contractors, provided that no present employee has the skills, qualifications, and capacity (as determined in good faith by the Employer) to perform the work that is proposed to be subcontracted and so long as no bargaining unit employee suffers a reduction in non-overtime working hours, is demoted, or laid off as a result.

B. Non-bargaining unit employees (including but not limited to temporary employees, staffing agency employees, per diem employees, supervisors, volunteers, interns, and/or fellows), so long as no bargaining unit employee suffers a reduction in non-overtime working hours, is demoted, or laid off as a result.

Section 2. Bargaining unit employees may be assigned temporarily to a non-bargaining unit position. During this time, upon request of the employee, dues payment to the Union would temporarily cease. Upon their return to the bargaining unit, the Employer shall resume the employee's dues deduction to the Union. In the event that a bargaining unit employee is temporarily placed in a supervisory role and encounters a performance or disciplinary issue that does not rise to the level of gross misconduct, then they will be returned to the Union for representation.

Section 3. The Center may continue to utilize outside contractors for any work currently being performed by contractors (or has been performed by contractors as of the date of the Union's demand for recognition), provided that if the work performed by the outside contractors constitutes bargaining unit work, it would be subject to the limitations in Section 1.

ARTICLE 17
PERFORMANCE EVALUATIONS

Section 1. **Performance Evaluations.** If performance reviews are initiated by the Organization, it must contain the following components:

A. Employees will receive a performance review from their direct supervisor after completing the orientation period.

B. The Center will endeavor to conduct performance evaluations for employees every 12-18 months. However, the timing and frequencies of performance evaluations may vary depending upon factors relevant to appropriate evaluation, including an employee's length of service, job position, past performance, changes in job duties, or recurring performance problems.

C. Performance evaluations are opportunities to recognize the quality and quantity of the work an employee performs, knowledge of the job, initiative, work attitude, and their interactions with staff and The Center partners. The performance evaluation should help employees become aware of their progress and areas for improvement. However, nothing herein limits management's sole right to control the aspects of the performance review process, including but not limited to the evaluation form, the aspects of performance that are evaluated, and the timeframe in which evaluations should be completed. The criteria for the evaluations shall be circulated to employees one week before the start of the performance review process.

D. As part of the performance review process, employees must complete a self-assessment.

E. Employees shall be entitled to submit a written response within thirty (30) calendar days of the completion of their evaluation, and both the performance evaluation and the employee's response will be placed in the employee's personnel file.

Section 2. **Upward Feedback**

A. As part of the performance evaluation process, bargaining unit members will have the opportunity to submit feedback about their supervisor. The feedback shall be aggregated or anonymized in order to maintain the confidentiality of the employees who provide it to the greatest extent possible.

B. The Upward Feedback processes will be conducted concurrently with performance reviews of bargaining unit members for the same review period. Upward Feedback will be submitted directly to the supervisor of the reviewed employee and the People team. So long as the feedback does not violate any of The Center's policies, nothing submitted as part of the upward feedback process shall be used against the employee submitting it.

ARTICLE 18
PERFORMANCE IMPROVEMENT PLANS

Section 1. If an employee is performing below expectations, the employee's supervisor may choose to issue a Performance Improvement Plan ("PIP") to the employee for the purpose of closely managing performance and correcting identified problems.

Section 2. The written PIP will identify performance issues (which will be based on, for example, the employee's job description, competencies, communicated policies and expectations, and The Center's Mission and Values) that includes a written plan of action to address the performance deficiencies and outline performance expectations. The employee may bring a Union Representative to the initial meeting in which The Center presents and explains the written PIP. A PIP will last for a predetermined amount of time of no less than forty-five (45) calendar days.

Section 3. The Employer shall notify the employee of any extension of their PIP period prior to it being extended or before the original end date of the PIP.

Section 4. A copy of the PIP and any related feedback will be retained in the employee's personnel file.

Section 5. The PIP period shall include at least bi-weekly meetings between the manager and the employee to monitor progress and facilitate the provision and receipt of feedback.

Section 6. If a manager leaves in the middle of a PIP, The Center will provide for continued effective administration of the employee's PIP and will consult with the employee regarding any needed extensions or adjustments.

Section 7. Employees shall not be placed on a PIP solely to address new tasks or responsibilities within thirty (30) calendar days of them being assigned.

Section 8. Employees engaged in a PIP may still receive discipline, up to and including termination, for issues or infractions unrelated to their PIP, and are not guaranteed employment through the end of their PIP should additional issues occur. Nothing herein prevents an employee on a PIP from being laid off in accordance with Article 20 (Layoff and Recall).

ARTICLE 19
SENIORITY

Section 1. For purposes of this Agreement, an employee's seniority date shall be the employee's first day of employment with The Center, as either a bargaining unit or non-bargaining unit employee. Time spent as a temporary employee or per diem employee will count towards an employee's seniority if the employee later becomes a bargaining unit employee if the employee is hired or made an offer to be hired within thirty (30) calendar days of concluding the temporary or per diem work. Under those circumstances, if the employee worked less than fifteen (15) hours per week as a temporary or per diem employee, they will receive partial credit for their seniority (based on hours worked per week).

Section 2. Except as provided below, employees shall retain their original seniority date only while continuously employed by The Center. Accordingly, seniority will be lost in the following instances: termination; resignation; failure to return to work on the specified date of recall following layoff; failure to perform any work for the Employer for a period of twelve (12) months or more; failure to return to work on the specified date after an approved leave of absence or vacation; acceptance of a non-bargaining unit position; or retirement.

For purposes of this provision, employees shall be deemed continuously employed by The Center while on an approved leave of absence from The Center, provided they remain employed by The Center during such leave. This provision is only relevant for purposes of calculating an employee's seniority date and whether seniority has been lost. Leave under this provision does not count towards eligibility for benefits, such as eligibility for a sabbatical or PTO accrual rates.

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 employees who are rehired by The Center in a bargaining unit position under this Agreement within twelve (12) months of their departure will be given a new seniority date, which shall include their continuous employment by The Center preceding rehire.

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 20
LAYOFF AND RECALL

Section 1. **Advance Notice to the Union.**

A. If The Center determines a layoff may be necessary, The Center will notify the CWA Representative at least two (2) weeks before notifying employees of the upcoming layoff. The CWA Representative will not discuss the upcoming layoff with employees until The Center has provided notice to all employees.

B. The notice to the CWA Representative will include: anticipated impacted job titles; seniority lists for impacted titles; proposed Voluntary Buyout pools (if any); any open vacancies; the organizational reason for the layoff; and the projected layoff date.

C. At the Union's request, The Center will meet promptly with the CWA Representative(s) to discuss the planned action. The Union may identify measures that could minimize and mitigate layoffs, but the decision to lay off employees remains within The Center's full discretion (subject to any limitations in this Article).

Section 2. **Voluntary Layoffs and Internal Transfers.**

A. Before implementing involuntary layoffs, The Center may, in its sole discretion, offer employees in a particular title/program/department (a "Pool") the opportunity to volunteer to: (i) take a Voluntary Buyout (i.e., voluntary resignation with separation benefits under Section 4); and/or (ii) transfer to another role in lieu of an involuntary layoff.

B. The Center will provide each Pool member: (i) the buyout terms; and (ii) a list of vacant roles expected to exist post-restructuring so employees can indicate any they would (or would not) accept to avoid layoff, plus their preferences. Employees must notify The Center within three (3) calendar days if they are interested in the Voluntary Buyout offer and/or if they are interested in an internal transfer in lieu of an involuntary layoff.

C. If The Center determines, in its sole discretion, that an employee in the Pool has the required skills and qualifications to be transferred to a vacant position, and the employee has expressed interest in such position, said employee will be transferred to the vacant position. If more than one employee in the Pool is interested in being transferred to a vacant position, selection will be based on job-related criteria (such as experience, skills, education, performance evaluations, and demonstrated ability). Among the candidates from the Pool, The Center will select the most qualified; where qualifications are substantially equal, the more senior candidate will be selected.

   An employee offered an internal transfer to a role to avoid layoff will have twenty-four (24) hours to accept; otherwise, the offer is deemed declined.

D. The Center will also review the list of employees who have volunteered for a voluntary buyout. If more employees volunteer than needed within a particular role, selections will be made by seniority (most senior first), up to the number needed to alleviate the reduction. Volunteers receive the same four-week notice period as in Section 3 and the separation benefits in Section 4.

Section 3. **Involuntary Layoffs.** If involuntary layoffs are still necessary after applying the process in Section 2 above, The Center will first consider employees' demonstrated skills, ability, and performance, as well as other criteria (such as any changes in grants/funding or strategic direction). When, in The Center's judgment, there are two or more employees of relatively equal skill, ability and performance performing the same job, seniority will govern.

If temporary staff, agency workers, and independent contractors are performing bargaining unit work, those workers will be separated first, assuming that any scheduled hours impacted can be filled by bargaining unit members.

Employees who will be involuntarily separated will receive four (4) weeks' notice prior to the separation. The Center may decide to provide pay in lieu of notice to any employee(s) (for either a portion or the entirety of the notice period), in The Center's sole discretion.

An employee who wishes to end employment before the notice period ends shall notify the People team; if The Center confirms that operations will not be disrupted by the early departure, the employee may depart early and still receive the severance they would have received had the notice period run its course. The employee will not, however, be paid for any portion of the notice period not worked under these circumstances.

Section 4. **Severance Benefits.** Employees who are laid off will be eligible for the below severance package. All severance payments (voluntary and involuntary) will be contingent upon the employee's execution of a general release.

- Employees who have worked for The Center for less than two (2) years at the time of layoff shall receive two (2) weeks' severance paid in a lump-sum payment.
- Employees who have worked for The Center for between two (2) years and seven (7) years at the time of layoff shall receive four (4) weeks' of severance paid in a lump-sum payment.
- Employees who have worked for The Center for eight (8) years or more at the time of layoff shall receive six (6) weeks' of severance paid in a lump-sum payment.

In the event that non-Union members receive a more generous severance package (in terms of weeks of severance and/or benefits offered) than what is described above in connection with the same reduction in force, that same package will be made available to Union members that are being laid off. For avoidance of doubt, severance arrangements offered to non-bargaining unit employees in any other layoff, reduction in force, or separation program—whether occurring before or after the layoff/reduction-in-force at issue, and whether or not bargaining unit employees are affected—shall not create any obligation to offer the same or similar severance to bargaining unit employees and shall not be cited as precedent for future severance benefits. Nothing herein prevents The Center from providing more notice to non-Union staff members regarding an upcoming reduction in force.

Section 5. In the event that The Center experiences a demonstrable financial hardship that impairs its ability to comply with the financial provisions in this Article (including severance benefits and/or the four-week notice period), The Center may provide written notice to the Union specifying the nature of the hardship, along with any supporting documentation. Upon such notice, the Parties shall promptly engage in negotiations over alternative severance benefits and/or a reduced notice period. If the failure to immediately modify such provisions would result in imminent insolvency, The Center may implement temporary, reasonable modifications necessary to preserve its operations, subject to further bargaining.

Section 6. **Recall.**

A. Employees shall retain recall rights for a period equal to their accrued bargaining unit seniority for up to a maximum of twelve (12) months.

B. If and when the Employer intends to fill an open bargaining unit position in a position previously held by an employee who has been laid off, that laid off employee shall be recalled (i.e., given the opportunity to return to work) before the Employer engages anyone else for the position.

C. Employees shall be recalled per position in reverse order of layoff. If two or more employees in the same position were laid off at the same time, employees shall be recalled in seniority order.

D. An employee who does not respond within fourteen (14) calendar days to notice from The Center of recall (sent by email) and/or fails to return on the designated date shall forfeit all rights to recall and will be considered as having voluntarily resigned their employment. The Employer will also attempt to contact any such employee to notify them of their recall notice by telephone at the employee's last known telephone number. In the event that the employee does not answer, a voicemail will be left.

E. If an employee who has been laid off is recalled to the employee's prior position, they shall receive credit for past service in the computation of pay and benefits.

Section 7. **Neutral References.** For inquiries from prospective employers directed to the People team regarding a laid off employee, The Center will provide dates of employment and titles held (and, upon request from a former employee, confirm involuntary layoff). Responses will be provided in a timely manner. The Center is not responsible for inquiries not directed to the People team.

Section 8. **WARN Compliance.** The Center will comply with the federal WARN Act and any applicable state or local equivalents, to the extent that such laws apply to a layoff and/or The Center. In such instances, any notice period and severance provided under this Article will be counted towards The Center's obligations under the federal WARN Act and any applicable state or local equivalents.

ARTICLE 21
HOURS OF WORK

Section 1. **Standard Work Week**. The workweek, for payroll purposes, will consist of seven (7) consecutive days beginning on Monday at 12:00 a.m. and ending on the following Sunday at 11:59 p.m. The workday for payroll purposes is defined as a period of twenty-four (24) hours commencing with the beginning of each employee's shift. Employees can be scheduled for work on any combination of days during the workweek.

Nothing contained in this Agreement will be construed as a guarantee of any hours of work in a workweek, day, or year.

Nothing in this Agreement will be construed as a limitation on the number of hours to be worked per day, per week, or for any other period of time except as may be specifically provided in this Agreement or required under applicable state or federal law.

Section 2. **Work Shifts.** The standard full-time work schedule shall consist of thirty-five (35) hours per week, typically worked in seven (7) hour days over five (5) consecutive days, Monday through Friday, with a one (1) hour unpaid meal break each workday. The standard work schedule is from 10:00 a.m. to 6:00 p.m.

The standard full-time work schedule for the Building Services department shall consist of forty (40) hours per week, typically worked in eight (8) hour days over five (5) consecutive days, with a one (1) hour unpaid meal break each workday.

However, actual work schedules may vary depending on department, job function, or operational needs. If an employee seeks a change in their normal work schedule on one or more days, any such change must be requested and approved in advance by the employee's supervisor and the Chief People and Equity Officer or their designee.
Any hours that need to be worked over thirty-five (35), or forty (40) in regards to Building Services, must be approved in advance by the employee's supervisor.

Section 3. The Center shall determine the daily and weekly number of hours and schedule of hours each employee shall work. If required by the operating and programmatic needs of The Center, The Center may establish different standard work schedules and/or hours of work for individual employees outside of the parameters set forth in Section 2 of this Article.

Section 4. The Center recognizes that employees need predictability in their schedules and this impacts their ability to work beyond their typical workday. The Center will notify employees at least forty-eight (48) hours in advance of the need to work outside of the employee's standard hours, when possible. In the event of a failure to provide such notice, employees will not be required to comply to the extent that it jeopardizes the care of a dependent person.

Section 5. The Center will comply with applicable wage and hour laws when compensating travel time. The Center will also compensate non-exempt employees for required travel to and from a work destination (other than The Center), beyond their regular commute time, if such travel time occurs outside of their normal working hours. (For the avoidance of doubt, The Center will not compensate an employee for non-working time (including sleep time) once the employee has arrived at the work destination.)

Section 6. **Overtime.** Non-exempt employees will be paid one and one-half times their designated hourly rate (or time and a half rate) for all hours actually worked over 40 hours in a workweek.

Section 7. **Compensatory Time.** Full-time exempt employees are expected to work those hours necessary to accomplish the objectives of their jobs and such hours may not be subject to compensatory time. However, full-time exempt employees who are required by The Center to work seven (7) or more hours on a weekend or holiday (for events such as Pride, retreats, and Cycle for the Cause) may be permitted to take compensatory time during the workweek, to be requested and approved by the direct supervisor and the People team.

Compensatory time is to be taken as close to the additional worked hours as the work schedule permits. "Banking" of compensatory time is not permitted. Compensatory time will not be equal hour for hour to extra time worked, but rather is intended to provide the employee time to refresh after a heavy work period. In the event of employment resignation or termination, employees will not receive payment for any perceived value of compensatory time.

Section 8. **Exchange/Flex Time.** Employees may, with prior written approval from their direct supervisor and the People team, work outside of their regular schedule in lieu of some or all of the hours within their regular schedule on a temporary basis provided that, for non-exempt employees, those adjustments do not result in exceeding thirty-five (35) hours during the regular workweek.

Section 9. **Chestfeeding Breaks.** The Center is committed to supporting employees who chestfeed or express milk by providing access to appropriate lactation spaces in accordance with New York State Labor Law and the policy in the Employee Handbook.

Section 10. The Center will abide by the terms in the Weather and Other Short-Term Closing provision in the Employee Handbook with respect to short-term closures of The Center.

ARTICLE 22
HYBRID WORKPLACE

Section 1. The goal of the hybrid model is to create a collaborative and community-centered culture for staff through in-person interaction while maintaining flexibility for staff by offering some level of remote work when possible. The Center has established two classifications around workplace flexibility:

A. Onsite Schedule - Positions classified as “onsite” refer to roles whose duties cannot be performed remotely. Employees in such positions are required to perform their work at The Center.

B. Hybrid Schedule - Positions classified as “hybrid” are permitted to work remotely for a portion of their workweek. The number of days a position can work remotely will vary by department and will be determined by the work.

C. The Center retains the right to determine how each position is classified.

Section 2. **Approval of Hybrid Schedule.** The approval of hybrid schedules must be consistent with the following principles:

A. All hybrid employees must work from The Center on Thursdays (or any day designated by The Center in the future in which the all-staff/program meetings will be scheduled) to attend staff meetings, caucus meetings and allow for easier facilitation of cross functional meetings and events. In the event that The Center changes the day in which it holds staff, caucus and group meetings, The Center will give employees two (2) weeks’ advance notice whenever feasible.

B. The minimum number of in-person days required is two (2) days per week for full-time employees. The minimum number of in-person days required for part-time employees is one (1) day per week. The Center reserves the right to increase the number of in-person days to three (3) days per week for all employees, or for specific employee(s), upon advance notice as provided in Section 4.B.

C. Employees must continue to reside within the tri-state area (New York, New Jersey and Connecticut), including while working remotely, and will be classified as New York State employees.

D. Employees wishing to travel outside of the tri-state area (including international destinations) shall take paid time off unless they are traveling for work-related purposes (i.e. conference or meeting). Staff who wish to request remote work for short periods of time while traveling outside of the tri-state area must seek approval from their supervisor and the People team.

E. Hybrid employees who are sick and unable to come into work for a scheduled onsite day may work from home if: (i) approved to do so by their supervisor, which approval may be denied if there is not sufficient work that can be done remotely; and (ii) so long as there is no abuse of this policy. If the Employer determines, based on a pattern of improper use, that an employee has abused this policy, management may require the employee to use paid time off instead of working from home while sick.

F. Supervisors may call an employee to work in-person when it is deemed necessary, even if the employee has been approved to work remotely that day. Absent extraordinary circumstances, employees will be notified at least thirty-six (36) hours before their scheduled shift; however, employees must be able to come into the office with less notice in the event The Center's operational needs require it, provided that no familial caretaking or medical considerations are affected.

Section 3. Expectations of employees with hybrid schedules when working remotely:

A. Indicate in Google calendar onsite and remote days and make adjustments as needed.

B. Be available by phone, email and chat during the scheduled workday.

C. Be responsive to emails, phone calls, and chat in a timely fashion.

D. Have cameras on when participating in Zoom or other virtual internal meetings.

E. Have an environment that is conducive to getting work done; otherwise, the employee must work onsite.

F. Must not be the primary caregiver while working remotely during work hours. If situations arise where caregiving duties are required on a temporary or short-term basis during the workday, the employee must seek approval from their supervisor and the People team.

G. Perform all duties outlined within the employee's job description.

H. Non-exempt employees will be required to comply with The Center's policies on timekeeping, meal periods, breaks, and overtime.

Section 4. **Revocation or Denials.**

A. Permission to work remotely at The Center is determined on the basis of an employee's classification and shall be altered on the basis of job duties, or business need, including failure to comply with the expectations in this Article and failure to meet performance expectations.

B. If The Center decides to alter or terminate an employee's hybrid work arrangement, The Center will provide the employee with at least one (1) month's notice, unless the alteration or termination is due to urgent business needs or failure to meet expectations in this Article or failure to meet performance expectations.

C. If an employee's hybrid work arrangement is altered, revoked, or denied, the Employer will provide the rationale to the employee in writing.

Section 5. **Productivity, Safety, and Security**

A. At all times, staff are required to maintain a remote work environment that ensures the security and confidentiality of information and intellectual property consistent with The Center's policies and procedures.

B. Employees must notify their immediate supervisor of any power outage, internet failure or other technical or weather-related issue preventing the completion of work that is outside of the control of the employee. The employee must work diligently to fix the issue and/or seek a work-around. If the employee cannot undertake their work from an environment that is conducive to accomplish the work effectively in accordance with the Employer's policies, the employee must report to The Center.

ARTICLE 23
PAID TIME OFF

Section 1. This Article contains vacation, holidays, and personal time (collectively referred to as "paid time off" or "PTO") available to full-time and regular part-time employees. The following principles apply to all forms of PTO:

- PTO is paid at an employee's regular straight-time hourly rate or base rate of pay at the time of the absence and is not counted as hours worked for purposes of overtime.
- Paid time off (other than sick/safe time, absences otherwise protected by applicable law, and pre-approved vacation and personal days) is prohibited following an employee's notice of resignation (as described in Section 2.G of this Article). Provided, however, that use of pre-approved vacation and personal days during the notice period is only permitted if an exempt employee works at least sixteen (16) days, or a non-exempt employee works at least eight (8) days, during the notice period.
- PTO must be used in the year in which it is provided and is not carried over from year-to-year (except as noted in Sections 2.C and 3.F of this Article).
- PTO shall not be pyramided, duplicated, or paid in addition to other forms of paid leave or PTO.
- Accrued, unused PTO is not paid out upon termination (except as noted in Section 2.G of this Article)

- The Center will consider approving unpaid time off (in addition to any provided in the Leave of Absence Article) once all PTO has been exhausted.

Section 2. **Vacations.**

A. All full-time employees will accrue vacation at the rate of one point twenty-five days (1.25) per month with a maximum of (15) vacation days per calendar year. Upon reaching three (3) years of seniority, full-time employees are eligible to accrue one (1) additional vacation day per year after their third (3^{rd}) seniority anniversary to a maximum of ten (10) additional vacation days for a total accrual of twenty-five (25) days per calendar year.

B. Regular part-time employees are eligible to accrue vacation on a pro-rata, per hour basis based on their scheduled workweek as compared to that of a full-time employee.

C. Employees may carry over a maximum of fifteen (15) days into the following calendar year.

D. Vacation accrues from the first day of employment and may not be taken during the first 90 calendar days of employment.

E. The year in which vacation time may be taken shall be known as the "vacation year." A vacation year is defined as a period of time beginning January 1 and ending on December 31.

F. Vacation time may be used in partial increments.

G. The Center does not provide pay-in-lieu of vacation except at discharge, layoff, or when the requested notice of resignation is provided. However, if an employee is terminated under Article 9, Section 2, or for gross misconduct, no payout shall be provided. Allowable accrued and unused vacation time, up to fifteen (15) days, will be paid following the conclusion of employment when exempt employees provide a minimum of four (4) weeks' (twenty (20) scheduled workdays) written notice of resignation; or non-exempt employees provide a minimum of two (2) weeks' (ten (10) scheduled workdays) written notice of resignation. (An employee on a leave of absence during the notice period is not eligible for payout of accrued, unused vacation time upon resignation). Payment of accrued and unused vacation time will be forfeited if the above notice of resignation is not provided. Payment of accrued and unused vacation time is contingent upon return of Employer-owned property and equipment, such as iPads, laptops, fobs, and hot spots.

As noted above, use of pre-approved vacation and personal days during the notice period is only permitted if an exempt employee works at least sixteen (16) days, or a non-exempt employee works at least eight (8) days, during the notice period.

H. Employees are encouraged, as a courtesy to colleagues and for the efficient scheduling of overall workflow, to discuss plans to take time off with their supervisor as early as possible. Supervisors reserve the right to approve or deny a vacation request at their discretion based on operational needs; however, requests submitted at least four (4) weeks in advance are more likely to be approved, so long as operations allow. Supervisors will make a good faith effort to collaborate with an employee to reschedule any denied request.

If several employees request the same days off, supervisors will determine if they need to stagger the time off in accordance with current practices and procedures.

I. Vacation time will be automatically deducted for absences in which alternative PTO is not available, such as unexcused/unapproved absences, or absence for reasons covered by the sick and safe time policy when time available under that policy is exhausted. The application of vacation time does not excuse the unexcused time off.

J. Vacation days will not be earned or accrued during any leave of absence for which an employee is not using PTO within this Article.

<u>Section 3.</u> **Holidays.**

A. Each full-time and regular part-time employee normally scheduled to work on a holiday will receive one day's pay at the employee's regular straight-time rate of pay ("Holiday Pay"). Holiday Pay for regular part-time employees is prorated based on their part-time work schedule and only paid if the holiday falls on their regularly-scheduled workday.

If a paid holiday falls on a regular full-time employee's scheduled day off, the employee will receive a Personal Day. (Use of Personal Days provided under this Article are subject to the provisions of Section 4 of this Article.)

B. The holidays will be as follows:
- New Year's Day - January 1
- Martin Luther King Jr. Day – Third Monday in January
- President's' Day - Third Monday in February
- Memorial Day – Last Monday in May
- Juneteenth - June 19

- Independence Day - July 4
- Labor Day – First Monday of September
- Indigenous Peoples' Day – Second Monday of October
- Veteran's Day - November 11
- Thanksgiving – Fourth Thursday in November
- The Day After Thanksgiving – the Friday after the fourth Thursday in November
- Christmas Day - December 25

C. In the interest of inclusion, employees may utilize their Personal Days to observe holidays or other observances that fall on business days and for which The Center isn't already closed.

D. Employees shall receive a paid day off to be used within the month of their birthday.

E. When a holiday falls on a Saturday, the holiday will typically be observed the Friday prior. When a holiday falls on a Sunday, it will typically be observed the next Monday.

F. Every attempt will be made to honor the listed holidays annually. In cases where a non-exempt employee is required to work on a holiday, they will be paid time-and-a-half for all hours worked and will receive an additional Personal Day in lieu of Holiday Pay, which must be used within the calendar year. If a Personal Day is provided for an employee who works on Christmas Day, the employee is able to utilize this Personal Day during the following calendar year.

Exempt employees required to work on a holiday should work with their supervisor to flex another day off.

G. Absent use of PTO on the day before or after a holiday, employees on leave are not eligible for Holiday Pay, unless otherwise required by applicable law.

H. If a holiday falls within an eligible employee's approved vacation period, the employee is not required to use PTO for that holiday.

Section 4. **Personal Days.**

A. Full-time employees whose positions are classified as hybrid are eligible for four (4) Personal Days per calendar year. Full-time employees whose positions are classified as on-site are eligible for six (6) Personal Days per calendar year. Regular part-time employees are eligible for the same number of Personal Days as regularly scheduled employees based on their regularly-scheduled hours and in accordance with the below hire date schedule in Section 4.B.

B. Employees who begin employment on or after April 1 and on or before June 30 will earn two (2) Personal Days if their position is classified as hybrid and three (3) Personal Days if their position is classified as onsite, during the calendar year in which they are hired following successful completion of their Orientation Period. Employees hired on or after July 1 are ineligible for Personal Days in the calendar year in which they are hired, and will receive Personal Days no sooner than the completion of their Orientation Period.

C. Personal Days must be used in full-day or half-day increments. Personal Days must be requested at least two (2) weeks' in advance; however, an employee may use up to two (2) Personal Days' without providing advance notice.

ARTICLE 24
SICK AND SAFE TIME

Section 1. All full-time and regular part-time employees begin to accrue sick and safe time upon commencement of employment, regardless of classification or schedule.

Section 2. Full-time employees shall receive twelve (12) sick and safe days at the beginning of each calendar year. Regular part-time employees shall receive a prorated amount of sick and safe time based on their Full-Time Equivalent ("FTE") status. Employees who join the Organization partially through the year shall receive a pro-rated amount.

Section 3. The calendar year is defined as the twelve (12) consecutive month period beginning on January 1 and ending on December 31.

Section 4. Sick and safe time may be used for any reasons permitted under applicable federal, state, or local law. For additional guidance regarding permissible uses, please refer to the Employee Handbook.

Section 5. The Center may require supporting documentation if the employee uses accrued sick/safe time for three (3) or more consecutive workdays, or shifts, to the extent permitted by applicable law and in accordance with The Center's Employee Handbook.

Section 6. Employees will be permitted to use sick and safe time in one (1) hour increments.

Section 7. Employees can carry over to the following calendar year, up to four hundred eighty (480) hours for employees who are regularly scheduled to work 40 hours per week and up to four hundred twenty (420) hours for employees who are regularly scheduled to work 35 hours per week or less. Accrued but unused paid sick time will not be paid at separation. Sick time does not count as hours worked for purposes of overtime.

Section 8. This Article will become effective on January 1, 2027.

ARTICLE 25
SUMMER WORK WEEK

Section 1. Regular full-time employees who have completed their orientation period will have the option to reduce the 35-hour workweek by 3.5 hours each week, or 7 hours on alternating weeks for a ten (10) week period beginning the first full workweek after Pride ("Program Period").

Section 2. Supervisors will provide information regarding how and when employees must submit summer workweek requests. Supervisors and the People team will approve summer workweek requests on a case-by-case basis, considering employee preference, department staffing needs, job responsibilities, remote work arrangements, and the employee's work record.

Summer workweek hours for employees with approved hybrid work schedules are to be observed on a remote workday only.

Summer workweek hours may not be scheduled on holidays, PTO days, or any other days where paid leave is being utilized.

Once a summer workweek schedule has been approved, no week-to-week variation is permitted, provided that limited changes may be permitted with supervisor approval.

Section 3. Employee calendars should be updated and explicitly reflect summer workweek schedules.

Section 4. If an employee is required by their supervisor to work a full or half day due to operational necessity on a day that they were scheduled to take summer workweek hours, the employee will receive an extra full or half day that must be utilized during the Program Period and scheduled in advance with supervisor approval.

Section 5. The summer workweek is not considered additional vacation/PTO time. Unused summer work hours do not roll over, cannot be banked for use outside of the Program Period, and cannot be cashed out under any circumstances (including upon separation of employment).

Section 6. Summer work hours are not considered hours worked for purposes of overtime.

Section 7. Absent the use of PTO on the day before or after scheduled summer workweek hours, employees on leave are not entitled to this benefit, unless otherwise required by applicable law.

ARTICLE 26
LEAVES OF ABSENCE

Section 1. **Types of Leave.** Bargaining unit members are entitled to certain leaves under the law such as Family and Medical Leave, Voting Leave, New Parent Leave, Gender-Affirming Healthcare Leave, Family Care Leave, Jury Duty, leave for Blood and Bone Marrow Donation, Military or Military Family Leave, and other forms of leave as described in the Employee Handbook or as required by applicable law. The Center may update these policies, as listed in the Employee Handbook as of the date of ratification, to be in compliance with applicable law, but shall otherwise not decrease in value (unless the Parties bargain over such changes, which the Parties agree to do absent any conflicting language in Article 35 (Separability, Savings, and Complete Agreement)). To the extent that any such leave is paid, it shall not be counted as hours worked for purposes of calculating overtime.

Section 2. **Bereavement.** Full-time employees and regular part-time employees are eligible for paid bereavement leave of up to five (5) workdays in the event of a death of the employee's immediate family and loved ones. For purposes of this policy, immediate family and loved ones means a child, spouse, domestic partner, parent, sibling (including half siblings, stepsiblings, or siblings related through adoption), grandchild, grandparent, the child or parent of the employee's spouse or domestic partner, any other individual related by blood to the employee, and any other individual whose close association with the employee is the equivalent of a family relationship. Employees must inform their supervisor and a member of the People team prior to commencing bereavement leave. In addition, employees who need additional days for bereavement or to travel may use up to five (5) days of their available vacation or personal days without the required amount of notice needed.

In administering this policy, The Center may require verification of death and relation to the deceased. Bereavement leave is paid at the employee's base rate of pay at the time of absence for the number of hours the employee otherwise would have worked that day. Bereavement leave is not counted as hours worked for purposes of calculating overtime.

Section 3. **Sabbatical.** Eligible bargaining unit employees are entitled to Sabbatical Leave as outlined in the Employee Handbook as per the date of ratification.

However, the Employee Handbook will be updated to reflect that only one sabbatical leave will be available to eligible employees after ten (10) years of cumulative service (assuming the break in service is less than one year; otherwise, ten (10) years of continuous service is required).

ARTICLE 27
WAGES

Section 1. **Wages.** Bargaining unit members shall receive raises in accordance with the following schedule:

A. An across-the-board increase of four percent (4%) effective July 1, 2026;
B. An across-the-board increase of three percent (3%) effective July 1, 2027;
C. An across-the-board increase of three percent (3%) effective July 1, 2028.

Nothing herein shall prevent the Employer from providing additional raises, paying greater across-the-board increases than those set forth in this paragraph, or making pay equity adjustments, at its discretion. Further, during the term of the contract, if The Center decides to provide non-Union employees with an annual, across-the-board increase that is greater than the increases listed above, The Center will provide Union employees with the same percentage increase. This only applies to across-the-board increases offered to non-Union employees as a whole (not individual, one-off increases). An employee who begins work between January 1 and March 31 will receive half of the applicable across-the-board increase that is scheduled to go into effect on July 1. An employee who begins work between April 1 and June 30 is not eligible for an increase on July 1 unless The Center determines, within its sole discretion, that such an increase is warranted under the circumstances.

In the event of a demonstrable financial hardship that impacts The Center's ability to comply with this Article without the need to either lay off Union or non-Union employees or make a significant operational change, The Center may reopen this Agreement for the limited purpose of renegotiating this Article. The Parties agree that negotiations over any other provision of this Agreement, or any other subject, during reopener negotiations are precluded, and all other provisions of this Agreement (including No Strike/No Lockout) will remain in full force and effect.

Section 2. **Promotions**. Employees who are promoted in-place and remain within the bargaining unit shall receive a minimum increase of eight (8%) percent to their base hourly rate or salary or the minimum hourly rate or salary of the new position based on the job description for the position, whichever is higher. In the event an employee is promoted to a role they previously held in an acting/interim capacity, the employee shall receive a salary no less than the rate they were paid while serving in that interim/acting role.

Section 3. **Coverage Allowance.** An employee who is temporarily assigned different work than their assigned and/or described job duties for a period that exceeds one (1) month in duration as the result of a vacancy or a staff member on leave shall be compensated as outlined below. The work assumed by the employee cannot exceed twelve (12) months in total. In the event that the Employer decides that this work should be permanently assigned to the employee, the employee's job description will be updated in accordance with Article 14, Section 3 (Job Descriptions).

A. Temporary Responsibilities:

   The supervisor will submit a request form, which must be reviewed and approved by the senior leader in the employee's department, the People team, and Finance.

   Employees must maintain a satisfactory level of performance while taking on this work. It is within The Center's sole discretion to modify or discontinue the temporary assignment, or ask an employee to defer existing duties.

   Non-Exempt Employees: If a non-exempt employee is (i) assigned different work than their assigned and/or described job duties that results in a difference of at least 20% of their work duties, and (ii) the different work is compensated at a rate higher than the employee's current hourly rate, then the employee will receive the higher hourly rate based on the minimum rate in the job description for the work being performed for the estimated percentage of time spent performing the different work duties (which shall be communicated in advance). Both the percentage difference in work duties as well as the estimated time shall be calculated using the Additional Compensation Request Form (attached to this agreement in Appendix C).

   Exempt employees: If an exempt employee is assigned work different than their assigned and/or described job duties and responsibilities that results in a difference of at least 20% of their work duties, the employee will receive a weekly stipend. The stipend will be calculated based on the estimated number of hours to be spent performing such job duties. If the assigned work is compensated at a higher hourly rate or a salary that is at least 5% higher than the employee's current salary (measured by the minimum hourly rate or salary in the job description for the work being performed), then the stipend will be based on that higher hourly rate/salary. Otherwise, the stipend will be calculated using the employee's current salary. All calculations will be derived from the use of the Additional Compensation Request Form (attached to this agreement in Appendix C).

B. **Temporary Role.** The following applies to an employee who takes on new work and responsibilities equivalent to 75% or more working hours (i.e., 26.25 hours/week for a 35-hour workweek) for over one month (resulting in a pause of some of employee's current responsibilities):

The employee would take on an interim title and be compensated at the minimum hourly rate/salary for the role that they are covering, provided that the employee's compensation will not be lowered as a result of this interim role.

The supervisor will submit the request form, which must be reviewed and approved by the senior leader in the employee's department, the People team, and Finance.

If the interim role is a non-bargaining unit position, the employee shall be temporarily removed from the bargaining unit. In the event that there is a performance issue that doesn't rise to the level of gross misconduct, that temporarily excluded member shall be returned to the bargaining unit for representation.

In the event an employee is transferred to a role they previously held in a temporary capacity, the employee shall receive a salary no less than the rate they were paid while serving in that temporary role.

ARTICLE 28
MEDICAL INSURANCE AND OTHER BENEFITS

Section 1. **Medical Insurance.** Employees who regularly work 20 or more hours per week are eligible for medical insurance. For the duration of the 2026 calendar year, The Center will offer medical insurance at the cost sharing rates at the time of ratification. If The Center intends to make changes to the carrier, plan options, premium costs, coverage levels, and/or benefit design, the Parties will bargain over such changes prior to the start of open enrollment. However, for the lowest cost medical plan offered, The Center will maintain the current cost-sharing percentage (as of the ratification date) for the employee-only coverage tier.

Section 2. Employees will become eligible for health insurance benefits on the first day of the month following the start of employment (subject to carrier approval). An employee whose employment status changes to a benefits-eligible position will become eligible for benefits on the first day of the month following the change in employment status. An employee whose employment status changes to a non-benefits eligible position will retain their benefits until the last day of the month in which the change was made.

Section 3. The Center will offer an HRA specifically for gender affirming care subject to the terms described in the Gender Affirming Healthcare HRA Proposal (attached hereto in Appendix D). During the process of evaluating health insurance for each calendar year, The Center shall commit to exploring what options for gender affirming care exist beyond the existing health insurance plans in order to assess if an affordable option exists for The Center.

Section 4. Eligible employees will receive the same voluntary short-term disability coverage/benefits that non-Union employees are eligible to receive, as well as have the ability to contribute to any Flexible Spending Accounts made available to non-Union employees, subject to enrollment and the eligibility requirements detailed in the Employee Handbook and/or any plan document. At its discretion, The Center may change these programs, vendors, and rates at any time, so long as any changes are applicable to both Union and non-Union employees.

Section 5. The Center will also offer eligible employees the opportunity to enroll in employee-paid life insurance/accidental death and dismemberment insurance, dental insurance, vision insurance, pet benefits, long-term disability, group legal insurance, and identity theft protection plan. At its discretion, The Center may change or discontinue these programs, vendors, and rates at any time, so long as any changes are applicable to both Union and non-Union employees. If The Center decides to discontinue any of the employee-paid programs, The Center will provide advance notice to the Union and the opportunity to engage in effects bargaining.

Section 6. Employees can participate in a tax-deferred 401(k) retirement savings plan beginning on the first of the quarter after three (3) months of employment. Plan participants may elect to make contributions to their 401(k), through payroll deductions, up to the annual maximum allowed by the IRS, subject to yearly changes. An employee who does not actively elect a contribution amount through the plan recordkeeping vendor by their eligibility date will be auto-enrolled in a tax-deferred contribution at one percent (1%) of employee's gross weekly income. This auto-enrolled contribution increases by one percent (1%) on January 1st of each calendar year until an employee reaches a maximum tax-deferred contribution of five percent (5%). Should an employee in the auto-enrollment program change their contribution amount at any time, they are no longer participating in the program. At its discretion, The Center reserves the right to make changes to its third-party plan administrator and/or record keeper.

Once eligible pursuant to the plan documents, Union employees will receive an employer contribution of three (3%) of their gross wages to their tax-deferred 401(k) retirement savings plan. In the event of a demonstrable financial hardship that impacts The Center's ability to comply with this Section without the need to either lay off Union or non-Union employees or make a significant operational change The Center and the Union shall meet to discuss waiving or reducing the contributions.

Employees also have the option to enroll in Roth savings contributions through the retirement plan.

Section 7. All benefits are governed by the applicable plan documents and insurance contracts, as amended from time to time. In the event of any inconsistency, the plan documents/contracts will govern.

Eligibility is determined by each benefit's applicable plan document.

ARTICLE 29
HEALTH AND SAFETY

Section 1. The Employer shall provide safe conditions of work for its employees and will comply with all applicable federal, state, and local laws and regulations concerning the health and safety of employees and work operations.

Section 2. **Protective Equipment.** The Employer will provide all necessary personal protective equipment (PPE), such as N-95's, KN95's, or KF94's, and, when required by law or regulation, other safety devices or equipment without cost to the employee. The Employer will replace such PPE or equipment without cost to the employee when it is damaged, worn-out, no longer fits, or when improved equipment, offering significantly greater protection, becomes available, to the extent required by law or regulation.

Section 3. **Safety Policies.** The Employer will identify and provide appropriate training and/or policies to staff about safety-related topics (such as active shooter information; first aid policies; and evacuation, fire safety and emergency preparedness) as determined in the Employer's discretion. The Employer will also maintain a system for reporting, tracking, and reviewing violence-related incidents. The safety policies and/or training shall be updated as needed.

Section 4. **Cleaning Space.** The Employer shall ensure that shared workspaces are cleaned on a regular basis, and shall have available, upon request, cleaning supplies to clean office spaces that are used on a temporary or permanent basis. Staff will notify the Employer of any unsafe or unsanitary area or condition as soon as possible once the employee is aware of the unsafe or unsanitary condition and is able to report the condition. The Center will review and assess if there is a need to move the employee to an alternative working space while the condition is being evaluated and/or addressed.

Section 5. Any employee may refuse to perform work that they reasonably believe would pose an imminent risk of serious injury or harm that cannot be promptly resolved through routine mechanisms. If such a situation should occur, the employee shall immediately report the hazard to their immediate supervisor or any management-level employee. No employee shall be retaliated against or disciplined for refusing to perform work under these circumstances so long as the safety report is initiated by the employee in good faith.

Section 6. **Heating or Air Conditioning System malfunction**. In the event that indoor temperatures fall below 55°F in winter or rise above 90°F in summer, Employer will provide alternative options for employees. In the event indoor temperatures fall outside this range within a specific workspace, the employee will immediately notify Employer. Employer will provide alternate workspaces within the temperature range upon request. If Employer is unable to provide an alternate workspace, hybrid classified employees will be allowed to work remotely until the malfunction is remedied, once their onsite responsibilities are addressed. In the event the malfunction will last longer than one (1) day, non-hybrid classified employees may be dismissed from the workplace in order to protect their health and safety once the building or space is safely closed. Some employees may be required to work to assist with weather-related maintenance, coordinating repairs or other emergency responsibilities. Employees will continue to receive pay until the indoor temperatures are within the above range.

Section 7. **Health and Safety Trainings**. The Employer and the Union may work together to establish and provide training during regular work hours to all employees regarding applicable OSHA safety and health standards and overall health and safety principles in the workplace. In addition, Information and Referral staff shall receive a de-escalation guide during their onboarding process, or shortly after.

Section 8. **Emergency Policies.** The Parties recognize that public health crises, political unrest, and natural disasters may pose real risks to staff and their families. As conditions change, both Parties are committed to protecting workers through clear, responsive policies. In order to respond appropriately, in the event of a declared public health emergency, political unrest, or natural disaster, The Center may implement temporary safety protocols. Upon the Union's' request, The Center will meet within seven (7) calendar days to bargain over the effects of such changes.

Section 9. **Unforeseen Travel Conditions.** In the event that there are severe weather conditions in which The Center remains open, but travel to The Center is unsafe, hybrid classified employees may promptly notify their supervisor to seek permission to work remotely. Approval shall not be unreasonably withheld. On-site employees should reach out to their supervisor to determine whether there are alternate ways to travel to The Center.

If a non-exempt employee is unable to work due to their inability to travel to The Center, they will not be paid for the missed time unless they elect to use available paid time off. Exempt employees, however, must use paid time off under such circumstances.

Section 10. **Health Protocols**

A. **Accommodations.** If an employee with a disability requires a reasonable accommodation in order to attend, or be excused from attending, an in-person event or work travel, they should contact the People team to engage in the accommodations process.

B. **Health and Safety Protections for Work Outside The Center's Building**. In the event that there is a safety issue external to The Center while an employee is working outside The Center's building that presents a reasonable safety concern, the employee shall take steps to ensure their immediate safety and then promptly contact their supervisor to discuss how to best address the concern.

C. The Labor-Management Committee may make recommendations to The Center regarding health and safety measures.

ARTICLE 30
TRAINING, PROFESSIONAL DEVELOPMENT, LICENSING AND CERTIFICATIONS

Section 1. When a supervisor requires an employee to attend a particular training, The Center shall pay the cost of the training, including travel and incidentals, in accordance with this Agreement and the Employee Handbook. Employees should speak with the People team in advance of any required training to discuss how/if training time will be compensated.

Section 2. **Licensing & Certifications, and Exam Reimbursements**

A. Current employees shall be reimbursed for the cost of applying for or renewing licenses or certifications that are required and related to current or future responsibilities, provided the request is approved in advance.

B. **Reimbursement Process.**
1. Receipts must be submitted within thirty (30) calendar days of payment, unless special circumstances prevented timely submission.
2. Employees must also submit proof of renewal or completion (e.g., license, certificate, completion letter, or non-passing notice). If not immediately available, employees shall submit documentation as soon as it becomes available.

C. **Exam Reimbursement.** Current employees shall be reimbursed the cost of the first certification or licensing exam taken that are required and related to current or future responsibilities, provided the request is approved in advance.

Section 3. **Staff Development Budget.** The Center shall establish a staff development budget for the Organization each fiscal year, to be used for staff development opportunities including trainings, conferences, and membership dues or professional society fees related to their job or team's work. All use of this budget must be approved in advance by written request to their supervisor and the Chief People & Equity Officer.

Section 4. **Good Faith Consideration.** Any request made pursuant to this Article shall be considered in good faith and shall not be unreasonably denied.

ARTICLE 31
EXPENSE REIMBURSEMENT

Section 1. **Reimbursements.**

A. The Center will provide employees who regularly incur business-related expenses with a charge card for purposes of paying those expenses. Where an employee is not provided a charge card or is unable to use the charge card for a business-related expense, the employee will be reimbursed in accordance with The Center's expense policy, subject to all required approvals set forth in the policy.

B. Employees who request approval via email for a business-related expense under $100 shall receive an answer no later than five (5) business days from the request (unless there is a reasonable explanation for the delay).

Section 2. **Employee Payment of Expenses.** Employees who are not regularly assigned a charge card are expected to inform The Center of any planned approved expenses, so that a charge card may be provided. Employees are not expected to pay for approved business-related expenses and nothing herein shall require employees to front the cost of approved business-related expenses if they are not comfortable paying such expenses, so long as there is a way for the Employer to pay the expense.

Section 3. **Commuting Expenses.** Employees classified as onsite and regularly scheduled to work thirty (30) hours or more per week shall receive an OMNY card from The Center. At the beginning of each month, The Center will load each employee's card with sufficient funds to cover twelve (12) trips per week for each weekly payroll period in that month.

For example, based on a current fare of $3.00 per trip, at the start of a month The Center will ensure an eligible employee's card has $144 for a four (4) week payroll month or $180 for a five (5) week payroll month, based on a $36 twelve-trip cost.

If the MTA changes the structure or functionality of the OMNY system or its fares, the Parties shall meet to bargain over the effects. The Center shall not be responsible for errors by the MTA or for lost or stolen cards.

Section 4. **Work-shirts.** Employees that work in the Building Services department shall receive five (5) work-shirts for use during their shifts. Work-shirts shall be provided no later than their first working shift or as soon as possible thereafter (subject to availability of the employee's size).

ARTICLE 32
IMMIGRANT WORKFORCE

Section 1. The Center acknowledges that its employees may have various types of work authorization. Nothing within this section shall require The Center to engage in activity that conflicts with the law or its compliance. The Center shall also not engage in any activity that isn't required by law, contract, or grant in regards to immigration enforcement.

Section 2. **Absence from Work Due to Law Enforcement.** The Center will not discipline, discharge or otherwise act 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 for a period of up to ninety (90) calendar days, and those days will not count against the employee's time and attendance record, provided the employee communicates as soon as reasonably practicable. For avoidance of doubt, any period of absence under this Section is considered a leave of absence without pay.

Section 3. **Protection of Rights During Workplace Immigration Enforcement.** As soon as reasonably practical, The Center will notify the Shop Steward and Union if The Center is contacted by the Department of Homeland Security (DHS) or Immigration and Customs Enforcement (ICE), a branch of DHS, for any purpose or if a search and/or arrest warrant, administrative subpoena, or other request for documents is presented so that the Union can take steps to protect the rights of its members. Further, The Center:

A. Shall permit inspection of I-9 Forms by DHS or DOL only after a minimum of three (3) days' written notice, unless earlier inspection is required by law or court order.

B. Shall provide no documents other than the I-9 forms to DHS for inspection in the absence of a valid DHS administrative subpoena, or a search warrant or subpoena signed by a federal judge or magistrate, unless required by law, contract, or grant.

C. Where a warrant specifically names certain individuals or the DHS presents a warrant or subpoena, which requires the production of I-9 forms, the inspection shall be permitted, and individuals named on the warrant shall be called into the lobby.

D. Where DHS notifies The Center that certain employees do not appear to be authorized for continued employment, The Center 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, subject to any shorter timeframe provided by DHS, provided that the employees are not permitted to work or be paid during that time.

E. Nothing in this provision shall be interpreted to limit the employee's rights to continued employment under the "receipt rule," as defined by law.

F. It is acknowledged that this Agreement shall not be interpreted to cause The Center to knowingly hire or continue the employment of any person not authorized to work in the United States as prohibited by IRCA 8 U.S.C. 1324a(a)(1)(A)(2).

Section 4. **I-9 Forms.** The Center will maintain employee I-9 forms in a file separate from personnel records, as required by law.

Section 5. **Inquiries Into Immigration Status Beyond I-9 Form Completion.** The Center 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, contract, or grant. If The Center determines that such a request is required by law, contract, or grant, The Center 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, unless an earlier response is required by law, contract, or grant. The employee will not be required to respond to questions or provide the requested documentation while the Parties attempt to resolve a dispute under this section, unless otherwise required by law, contract, or grant. If required by law, contract, or grant, The Center may place the employee on an unpaid leave while the matter is resolved.

Section 6. **Expiration of Documents.** The Center 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.

Section 7. **Remedies.** If The Center violates any provision of this Article and such violation directly or indirectly leads to the termination or resignation of any employee, The Center will comply with any remedies required by the arbitrator.

Section 8. **Citizenship.** If the employee does not have any available paid time off, upon request, the employee 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. The Center may request verification of the reason for such absence.

ARTICLE 33
SUCCESSORSHIP

Section 1. In the event The Center is to be transferred or assigned, The Center 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 (to the extent that the bargaining does not involve topics already covered by this Agreement). If it is not feasible to provide the Union with thirty (30) days' advance notice, The Center will provide notice as soon as practicable.

Section 2. The Center will give notice to the transferee of the existence of, and operations covered by, this Agreement.

ARTICLE 34
MISCELLANEOUS

All references to policies in the Employee Handbook refer to the Employee Handbook in effect at the time of ratification, subject to changes required to comply with this Agreement. Should The Center seek to make future changes to the Employee Handbook, The Center will provide advance notice to the Union and engage in effects bargaining, upon request.

ARTICLE 35
SEPARABILITY, SAVINGS, AND COMPLETE AGREEMENT

Section 1. This Agreement concludes all collective bargaining between the Parties hereto during the term hereof and constitutes the sole, entire and existing agreement between the Parties hereto, and supersedes all prior agreements and understandings, oral or written, express or implied, or practices between the Employer, the Union and the Employer's employees, and expresses all obligations and restrictions imposed on each of the respective Parties during its term.

Section 2. The Parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 3. The Parties agree that no additional bargaining will occur during the life of the Agreement, unless specified elsewhere, and that while the Parties may meet to discuss any issues that arise, the only obligation to bargain shall be if Employer intends to institute a change that would affect the terms and conditions of employment for members of the bargaining unit that is not specified in the Management Rights provision or as otherwise is required by law.

Section 4. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent for any further waiver of any such breach or condition.

Section 5. If any federal, state or local legislation, court decision or government regulation invalidates any article or section of this Agreement, all other articles and sections not invalidated will remain in full force and effect. At either party's request, the Parties will meet to negotiate new contract language to replace the article or sections that have been invalidated.

ARTICLE 36
DURATION OF AGREEMENT

Section 1. This Agreement shall be in full force and effect from July 1, 2026 to and including June 30, 2029, at midnight and shall continue in force and effect thereafter from year to year unless written notice of desire to change, modify, renegotiate or terminate the terms of this Agreement is served by either party upon the other, not later than thirty (30) calendar days prior to the date of expiration.

Upon expiration of the contract, no strike or no lockout can occur until a period of seventy-two (72) hours has elapsed from time of notice by one party to the other of intent to strike or lockout, which notice shall not be given and not be effective while the Agreement is in force. This provision survives the termination of the Agreement.

With their signatures, authorized representatives of the Employer and the Union have agreed to this Agreement on the ___ day of August 2026.

Signed by:
Cristina Jones
C769F8FA4479459...
THE CENTER

9/15/2026
DATE

CWA

September 15, 2026
DATE

APPENDIX A
Executed Card Check Agreement

CARD CHECK AGREEMENT

This Agreement is between The Lesbian, Gay, Bisexual & Transgender Community Center ("The Center") and the Communications Workers of America (the "Union").

1. The Center has provided the Union with a complete and accurate list of the employees employed in the bargaining unit as of March 21, 2025, described in paragraph 4 below. (Attached as Exhibit A).
2. The Center agrees to voluntarily recognize the Union under Section 9(a) of the National Labor Relations Act as the exclusive bargaining representative of the bargaining unit, upon presentation by the Union of a simple majority of authorization cards of the bargaining unit employees to be confirmed and certified by Adena Wayne, NYLAG Staff Attorney (the "Neutral"), in a card count. Any authorization cards or petitions collected prior to the review of proof of support and signed within the past year shall be considered valid evidence of union support, provided that (i) the employee who signed such card is actively employed by The Center at the time of the card count; (ii) the employee has not withdrawn their support in a writing before the card count; and (iii) the card unambiguously indicates the employee's desire to be represented by the Union for collective bargaining purposes. The card count shall be conducted by the Neutral on or before March 26, 2025. The Neutral shall maintain the confidentiality of the cards.
3. The Neutral is authorized by the parties to issue the attached Certification of Majority Support form (attached hereto) upon conclusion of the card count.
4. The parties agree to the following bargaining unit:

   <u>Included:</u> All full-time and regular part-time employees employed by the Employer, which, as of the date of voluntary recognition, includes the positions identified in Exhibit B. .

   <u>Excluded:</u> All other employees, including managerial employees, confidential employees, supervisors, per diem employees, temporary employees, staffing agency employees, interns/fellows and guards as defined by the National Labor Relations Act.
5. The parties agree to equally share the Neutral's fee in conducting the card check.
6. Any disputes arising between the parties regarding the interpretation of this Agreement shall be resolved by a mutually-agreed upon Arbitrator (who must be a member of the National Academy of Arbitrators) for final and binding resolution. Any such arbitration

shall be concluded within thirty (30) days of the submission of the dispute to the arbitrator by one or both of the parties.

THE CENTER	**COMMUNICATIONS WORKERS OF AMERICA**
By____________________	By____________________
Dated: 3/27/25	Dated: 03/27/2025

EXHIBIT A

Last Name	First Name	Job Title
Almonacid	Helen	Youth Prevention Counselor
Anand	Michelle	Mental Health Counselor
Arroyo	Angela	Internship Developer
Arzola	Brandon	Porter
Boguel	Herve	Porter
Boso	Miller	Information & Referral Specialist
Brasfield	Christopher	Information & Referral Specialist
Bryan	T	Porter
Chatman	Heather	Substance Use Prevention Counselor
Cintron	Michelle	Administrative and Purchasing Manager
Dawson	Dawn	Youth Prevention Training Coordinator
Fedenko	Micah	Reservation Coordinator
Fesser	George	Substance Use Treatment Counselor
Flores	Josey	Recovery Support Specialist
Gallego	Max	Case Management Coordinator
Graham	Lakia (Kia)	Facilities Coordinator
Gueldenzopf	Lisa	Special Events Manager
Haizet	Sébastien	Mental Health Counselor
Hammerle	Eve	Individual Giving Associate
Hardt	Jacob	Certified Peer Recovery Advocate
Jimenez	Lee	Community Outreach & Organizing Manager
Johnson	Aaron	Porter
Joseph	Salem	Youth Leadership Coordinator
Kamongi	Christian	Development Systems Manager
Kelly	Mercy	Information & Referral Specialist
Kennedy	Brian	Billing Coordinator
Krieger	Blair	Digital Marketing Technology Coordinator
Leonard	Bobby	HIV and Sexual Health Specialist
Leonardis	Aynsley	Special Events & Corporate Partnerships Coordinator
Lind	Ryan	Substance Use Treatment Counselor
Linton	Khawon (Kuntry)	Information & Referral Specialist
Mase	Roi	Data Quality and Training Coordinator
McDonald	Maia	Communications & Marketing Manager
Mendez	Justin	Youth Substance Use Peer Outreach Specialist
Mendoza Hawkins	Cesar	NYSOH Insurance Navigator / In-Person Assistor
Morales	Kim	NYSOH Insurance Navigator / In-Person Assistor
Naranjo	Kika	Youth Education and Workforce Developer
Norum-Gross	Silas	Youth Substance Use Treatment Counselor
Novie-Herman	Michelle	Health Care Coordinator
Nunez	Nico	Immigration Support Coordinator
Santos-Pineda	Pablo	Case Management Coordinator

Perelman-Prozer	Nikki	Youth Substance Use Screening Counselor
Perez	Freddy	Substance Use Treatment Counselor
Polanco	Charly	Facilities Coordinator
Quan	Kayla	Youth Prevention Coordinator
Reid	Kalisha	Porter
Ripich	Zachary (Zac)	Program Evaluation and Data Systems Coordinator
Roche	Scottie	NYSOH Insurance Navigator / In-Person Assistor
Rubio	Luis	Archivist
Salzberg	Shana	Youth Substance Use Treatment Coordinator
Shreeve-Moon	Justin	Substance Use Treatment Counselor
Simmons	Jeremy	Substance Use Treatment Counselor
Smith Cameron	Keith	Porter
Soriano	Maireni	Youth Clubhouse Coordinator
Tatum	Yohon	Community Engagement Coordinator
Uy	Joey	Government and External Affairs Project Coordinator
Vittal	Reneysh	Corporate Partnerships Manager
Wiggins	Cornelius	Youth Community Engagement Coordinator

EXHIBIT B

Administrative and Purchasing Manager
Archivist
Billing Coordinator
Case Management Coordinator
Certified Peer Recovery Advocate
Communications & Marketing Manager
Community Engagement Coordinator
Community Outreach & Organizing Manager
Corporate Partnerships Manager
Data Quality and Training Coordinator
Development Systems Manager
Digital Marketing Technology Coordinator
Facilities Coordinator
Government and External Affairs Project Coordinator
Health Care Coordinator
HIV and Sexual Health Specialist
Immigration Support Coordinator
Individual Giving Associate
Information & Referral Specialist
Intake Specialist
Internship Developer
Mental Health Counselor
NYSOH Insurance Navigator / In-Person Assistor
Porter
Program Evaluation and Data Systems Coordinator

Recovery Support Specialist
Reservation Coordinator
Senior Mental Health Counselor
Special Events & Corporate Partnerships Coordinator
Special Events Manager
Substance Use Prevention Counselor
Substance Use Treatment Counselor
Youth Clubhouse Coordinator
Youth Community Engagement Coordinator
Youth Education and Workforce Developer
Youth Leadership Coordinator
Youth Prevention Coordinator
Youth Prevention Counselor
Youth Prevention Training Coordinator
Youth Substance Use Peer Outreach Specialist
Youth Substance Use Screening Counselor
Youth Substance Use Treatment Coordinator
Youth Substance Use Treatment Counselor

CERTIFICATION OF MAJORITY SUPPORT

I have been selected by the parties to serve as the Neutral Third Party under a Card Check Agreement between The Center and the Center Workers United – CWA Local 1180.

Unit Description

Included: All full-time and regular part-time employees employed by the Employer, which, as of the date of voluntary recognition, includes the positions identified in Exhibit B.

Excluded: All other employees, including managerial employees, confidential employees, supervisors, professional employees, per diem employees, temporary employees, staffing agency employees, interns/fellows and guards as defined by the National Labor Relations Act.

Tally of Cards

The undersigned neutral certifies, I have reviewed the bargaining unit and the authorization cards presented by the Union in the above unit. I certify that the result of the review and tally of authorization cards is as follows:

_____ The Union **has** demonstrated that it represents a majority of the unit.

_____ The Union **has not** demonstrated that it represents the majority of the unit.

______________________ ______________________________

Date Signature

APPENDIX B
List of Current Titles in Bargaining Unit (as of date of ratification)

Title	Level
Billing Coordinator I	Coordinator I
Business Systems Administrator	Coordinator I
Case Management Coordinator I	Coordinator I
Certified Peer Recovery Advocate	Specialist/Porter
Communications and Marketing Manager I	Manager I
Community Events Coordinator I	Coordinator I
Community Outreach & Organizing Manager I	Manager I
Corporate Partnerships Manager I	Manager I
Development Systems Manager I	Manager I
Digital Marketing Technology Coordinator I	Coordinator I
Facilities Coordinator I	Coordinator I
Family Services Coordinator I	Coordinator I
Government and External Affairs Project Coordinator I	Coordinator I
Health Care Coordinator I	Coordinator I
HIV and Sexual Health Specialist	Specialist/Porter
Immigration Support Coordinator I	Coordinator I
Individual Giving Associate	Associate/Assistant/Developer
Information and Referral Specialist	Specialist/Porter
Intake Coordinator I	Coordinator I
Mental Health Counselor	Counselor
Network Coordinator I	Coordinator I
NYSOH Insurance Navigator / In-Person Assistor	Associate/Assistant/Developer
Porter	Specialist/Porter
Program Evaluation Manager I	Manager I
Purchasing and Conference Services Manager I	Manager I
Reservation Manager I	Manager I
Senior Mental Health Counselor	Counselor
Senior Substance Use Counselor	Counselor
Special Events Coordinator I	Coordinator I
Substance Use Prevention Counselor	Counselor
Substance Use Treatment Counselor	Counselor
Survivor Support Coordinator I	Coordinator I
Survivor Support Counselor	Counselor
Survivor Support Intake Coordinator I	Coordinator I
Youth Community Engagement Coordinator I	Coordinator I
Youth Education and Workforce Developer	Associate/Assistant/Developer
Youth Leadership Coordinator I	Coordinator I
Youth Prevention Training Coordinator I	Coordinator I
Youth Prevention Coordinator I	Coordinator I

APPENDIX C
Additional Compensation Request Forms

Per Article 27 (Wages) of The Center's collective bargaining agreement, this form should be used by a supervisor to request additional compensation for an employee who is temporarily assigned different work than their assigned and/or described job duties for a period that exceeds one (1) month in duration as a result of a vacancy or a staff member on leave. The work assumed by the employee cannot exceed twelve (12) months in total. If the work is permanently assigned to the employee, the employee's job description will be updated in accordance with Article 14, Section 3 (Job Descriptions).

Employees must maintain a satisfactory level of performance while taking on this work. It is within The Center's sole discretion to modify or discontinue this temporary assignment, or ask an employee to defer existing duties.

Please read the entire document before filling out the form. These forms should be completed by the employee's supervisor in consultation with the Management Team member of the employee's department. The forms will then be submitted to the People team and Finance department for final approval. Upon approval, the employee will receive an email from a member of the People team outlining terms of the additional compensation.

Vacancies created by staff leaving The Center or staff leaves (e.g., sabbatical, parental leave, family care, etc.) will result in the creation of a transition plan, by the manager of the vacant position. This plan will identify how the duties and responsibilities of the vacant position are being handled. Duties and responsibilities may be put on hold, covered by external support (e.g., temporary staff, consultants), and/or reassigned to current staff members. We will evaluate additional compensation for current staff members who take on duties and responsibilities from vacancies in two situations:

1. **Additional Temporary Responsibilities:**
    - **Non-Exempt Employees**: If a non-exempt employee is (i) assigned different work than their assigned and/or described job duties that results in a difference of at least 20% of their work duties, and (ii) the different work is compensated at a rate higher than the employee's current hourly rate, then the employee will receive the higher hourly rate based on the minimum rate in the job description for the work being performed for the estimated percentage of time spent performing the different work duties (which shall be communicated in advance). Both the percentage difference in work duties as well as the estimated time shall be calculated using Form A below.

- **Exempt employees:** If an exempt employee is assigned work different than their assigned and/or described job duties and responsibilities that results in a difference of at least 20% of their work duties, the employee will receive a weekly stipend. The stipend will be calculated based on the estimated number of hours to be spent performing such job duties. If the assigned work is compensated at a higher hourly rate or a salary that is at least 5% higher than the employee's current salary (measured by the minimum hourly rate or salary in the job description for the work being performed), then the stipend will be based on that higher hourly rate/salary. Otherwise, the stipend will be calculated using the employee's current salary. All calculations will be derived from using Form A below.

2. **Temporary role:** If a staff member takes on new work and responsibilities equivalent to 75% or more working hours (i.e., 26.25 hours/week for a 35-hour work week) for over one month (resulting in a pause of some of employee's current responsibilities), the employee will take on an interim title and be compensated at the minimum hourly rate/salary for the role that they are covering, provided that the employee's compensation will not be lowered as a result of this interim role. If the interim role is a non-bargaining unit position, the employee shall be temporarily removed from the bargaining unit. See Form B below.

Form A. Request for Additional Compensation due to Additional Temporary Responsibilities

Use this form when a staff member takes on additional work and responsibilities that result in a 20% increase in working hours (i.e., an additional 7.00 hours/week) for a month or longer.

Employee Name	**Title**
Supervisor Name	**Title**
Start Date of Additional Responsibilities/Duties	**End Date of Additional Responsibilities/Duties**
Additional Responsibilities/Duties + Approximate Hours Per Week *Example: Facilitate weekly team meetings (1.5 hours/week)* •	
Total Additional Hours Per Week (i.e., hours beyond the standard 35-hour work week) *Note: Additional hours may not exceed 7 hours per week unless the staff member is moving into an interim role (see Form B below)*	
What current responsibilities/duties, if any, will be paused during the time the employee takes on additional responsibilities? What additional support, if any, is needed in order for the staff to maintain a satisfactory level of performance while taking on this additional work?	

This form must be reviewed and approved by the Senior Leader of the employee's department, the People Team, and Finance.

Form B. **Request for Additional Compensation due to Temporary Role**

Use this form when a staff member takes on new work and responsibilities equivalent to 75% or more of working hours (i.e. 26.25 hours/week) for a month or longer. That is, 75% of their regular working hours would now be devoted to new work and responsibilities and some of their current responsibilities would be paused.

Employee Name	**Title**
Supervisor Name	**Title**
Interim Title of Employee	
Start Date of New Responsibilities/Duties	**End Date of New Responsibilities/Duties**
New Responsibilities/Duties + Approximate Hours Per Week *Example: Facilitate weekly team meetings (1.5 hours/week)* •	
Total Hours Per Week for New Responsibilities *Note: Total hours per week devoted to new responsibilities should be between 26.25 and 35.*	
What current responsibilities/duties will the employee continue to have during the time they take on new responsibilities?	

What current responsibilities/duties will be assigned to other team members during the time they take on new responsibilities?
What current responsibilities/duties will be paused during the time they take on new responsibilities?

This form must be reviewed and approved by the Senior Leader of the employee's department, the People Team, and Finance.

APPENDIX D
Gender Affirming Healthcare HRA Proposal

One of The Center's core values is racial, gender and economic justice. Part of that commitment is to continue to be an ally and advocate in the fight for equitable access to gender-affirming healthcare for Transgender and Gender Non-Conforming (TGNC) employees. A few ways that The Center has demonstrated this commitment is:

- Providing paid New Parent, Gender Affirming Healthcare & Family Care Leave to Center employees.
- Providing a name change fund to employees.
- Providing access to FOLX benefits to employees.

Given the recent change in our medical insurance plan, we want to support access to gender affirming healthcare that is not covered by our new insurance plan and help offset the cost of those uncovered expenses through an Health Reimbursement Account (HRA).

HRA Description
A Health Reimbursement Account, or HRA, is an amount of money provided by an employer to help pay for specific medical expenses. Any money that is spent does not count as taxable income to employees and unused funds do not rollover year after year.

Eligibility
All Center employees that enroll in The Center's medical insurance plan are eligible for the HRA. Employees become eligible on the first of the month following the date of hire, in alignment with The Center's medical insurance coverage eligibility criteria. Dependents, including spouses, domestic partners and dependents are not eligible for the HRA.

Funds Availability & Accessing Funds
The Center will provide up to $5,000 per plan year, per employee for qualified gender affirming health care costs that are not covered under The Center's medical plan. The plan year runs from January 1st to December 31st. Expenses related to procedures, copays, deductible costs, and prescriptions that are covered by the medical plan are not eligible to be reimbursed through the Gender Affirming Healthcare HRA.

This HRA is separate from the in-network deductible HRA that The Center currently provides.

Employees can access funds by submitting a claim to Clarity along with supporting documentation. Clarity will then mail a check to the employee or the employee can set up direct deposit. Employees will need to receive a denial from the medical plan in order to access the HRA. In addition, employees may be required to submit a letter of medical necessity for services that are considered dual purpose (ex: services that may be considered cosmetic such as facial reconstruction and breast augmentation).