

# CONTRACT

between

**ACTION CENTER ON RACE AND THE  
ECONOMY & ACTION CENTER ON RACE  
AND THE ECONOMY INSTITUTE (ACRE/I)**

and

**THE CHICAGO NEWS GUILD TNG-CWA,  
AFL-CIO**

November 29, 2024 through December 31, 2026

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## **PREAMBLE**

This contract is made this 22 day of November 2024, between the following two parties: (1) the Action Center on Race and the Economy and the Action Center on Race and the Economy Institute, both entities hereinafter referred to collectively as “ACRE/I” and/or “the Employer,” and (2) the Chicago Newspaper Guild Local 34071, The Newspaper Guild/CWA, AFL-CIO, CLC, hereinafter referred to as “the Guild” and/or the “Union”, for itself and on behalf of all employees of the Employer described in Article 1 Recognition.

## **ARTICLE 1. RECOGNITION**

- A. The purpose of this Agreement is to clarify staff who are represented by the Guild and to promote and ensure harmonious and constructive relations between the parties for understanding, benefit and progress toward mutually desired ends.
- B. ACRE recognizes the Guild as the exclusive collective bargaining agent for the following Bargaining Unit:

all full-time and regular part-time employees of the Employer, excluding:

temporary employees (engaged for a period of no more than 6 months); interns; positions classified as grade 4 or higher; supervisors, managers and confidential employees pursuant to the National Labor Relations Act.

The term “employee(s)” when used in this Agreement means Bargaining Unit employee(s) unless otherwise specified.

- C. The unit will be notified of any new hire or promotion offers that change the composition of the bargaining unit. In order to ensure clarity, offer letters to relevant new hires or newly promoted staff should explicitly mention their inclusion in or exclusion from the bargaining unit on the effective date of hire/promotion. If, for any reason, a staff member is no longer eligible to be in the unit, the union must be notified in writing and the staff person must be notified in writing prior to their exclusion going into effect.

## **ARTICLE 2. UNION SECURITY**

- A. It shall be a condition of employment that all employees covered by this Agreement who are members of the Guild in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective date of this Agreement shall, on or after the 30<sup>th</sup> day following the effective date of this Agreement, become and remain members in good standing in the Guild. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on or after the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Guild. The foregoing provisions, including references to “members in good standing,” shall be applied in accordance and only to the extent consistent with applicable provisions of federal and state laws.
- B. There shall be no interference or attempt by the Employer to interfere with the internal affairs or operations of the Guild.
- C. The Employer shall notify the Guild in advance of scheduled new employee orientations, including those held online, and grant Guild access to meet with new employees during or immediately after orientation sessions, and distribute packets of information supplied by the Union to all new employees. The Employer shall remain neutral in the Guild’s efforts to encourage employees to become union members.
- D. The employer shall provide reasonable access to the Guild to break rooms, lunch rooms and other workplace spaces—digital and/or physical—to talk to bargaining unit employees.
- E. Subject to work needs and availability of space, weekly Guild meetings may be held and attended during working hours on the Employer’s premises, provided such meetings are reasonable in duration. Provided it does not conflict with or interfere with employees duties, employees in good standing who attend will be released without loss of pay for up to one-hour per meeting.
- F. The Employer will not engage contractors where, in effect, they would displace a regular full-time unit employee. ACRE/I engages contract firms, and from time to time individual contractors. Individual contractors performing services comprised of at least 50% duties that are also duties performed by current or former Unit employees will be engaged for a period of no more than 6 (six) months. Upon the Guild’s request, ACRE/I will review with the Guild a list of ACRE/I’s contractors. In the event the Guild believes a contractor has been engaged to perform a body of work that includes duties that are more than 50% duties that are also performed by unit staff, past or present, the Guild will notify ACRE/I and the contract will be reviewed by the Labor Management Committee.
- G. The Guild hereby agrees to indemnify ACRE/I and hold it harmless from all claims, damages, costs, fees or charges of any kind which may arise out of ACRE/I’s implementation of this Article.

## ARTICLE 3. DUES DEDUCTION

- A. Upon an employee's voluntary written assignment, ACRE/I shall deduct Guild membership dues, initiation fees, and assessments or service fees each pay period from the earnings of such an employee. The deduction will start upon ACRE/I's receipt of a voluntary written authorization form signed by the employee, and will continue in effect until canceled in accordance with the terms of the authorization.
  
- B. All amounts deducted by ACRE/I from the pay of each bargaining unit member hereunder shall be remitted on a monthly basis to the Guild together with a statement containing a list of the names of the employees for whom initiation fees, dues, and assessments or service fees deductions have been made, and the amounts deducted from each employee, not later than the 10th day of each month following the month in which the deductions were made. Such amounts shall be deducted from the employee's earnings in accordance with the Guild's schedule of rates furnished to the employer by the Guild. Such schedule may be amended by the Guild at any time, and the employer shall make deductions pursuant to such amended schedule beginning in the next regularly scheduled pay date following provision of notice to the employer, provided that notice is provided at least fourteen (14) days in advance of such payroll processing date.

An employee's voluntary written assignment shall remain effective in accordance with the terms of such assignment. ACRE/I shall accept authorization forms submitted electronically with digital signatures.

The Guild shall determine initiation fees, dues, assessments, and service fees and will keep ACRE/I informed of the applicable amounts.

ACRE/I shall bear the full cost of processing authorized payroll deduction of initiation fees, dues, assessments, and service fees.

- C. The foregoing provisions shall be applied in accordance and only to the extent consistent with applicable provisions of federal and state laws.
  
- D. The Guild hereby agrees to indemnify ACRE/I and hold it harmless from all claims, damages, costs, fees or charges of any kind which may arise out of ACRE/I's implementation of this Article.

## ARTICLE 4. SENIORITY

- A. For purposes of this Agreement, seniority will mean the years of service that an individual has been employed with ACRE/I.
  
- B. Years of Service will be defined as the continuous number of years the employee has been employed with ACRE/I, beginning with the date of the employee's hire and ending with the effective date of the employee's termination.

- C. A period of continuous service will include periods of authorized leave, whether paid or unpaid, but does not include periods when the individual was not employed by ACRE/I.
- D. In the event that an employee has worked as a regular, part-time employee or individual contractor, years of service will be adjusted for the fraction of time they worked at ACRE/I. The responsibility for calculating seniority for such employees is the union's.
- E. For employees who have been rehired and have prior periods of service with ACRE/I (either as regular employees or individual contractors), those prior periods of service will count toward the employee's total Years of Service.
- F. Years of service will be prorated to the nearest day.

## **ARTICLE 5. INFORMATION**

- A. The Employer shall supply the Guild, upon request, with a list including—but not limited to—the following information for each employee in the bargaining unit:
  - 1. Name, address, gender identity, race/ethnicity, and date of birth;
    - i. This information should only be provided if the employee has voluntarily submitted this information to ACRE/I.
  - 2. Date of hiring;
  - 3. Job classification and title;
  - 4. FLSA classification (exempt or non-exempt)
  - 5. Salary, including date and amount of most recent increase, and step on our scale
  - 6. Whether the employee is part-time or full-time and whether they have worked both part- and full-time, including the dates when they worked in either classification.
- B. The Employer shall provide an updated Bargaining Unit list following any month in which the information in Section A has changed.
- C. The Employer shall notify the Guild of changes in department structure, accompanied with a new organizational chart, within thirty (30) days of the change.
- D. The Employer shall provide the Guild annually in writing (unless otherwise noted) of the following information as it relates to ACRE/I as an organization:

1. Annual projected budget for the new year within one week of approval by the Board of Directors.
  2. Statement of Activities of the past year.
  3. Form 990 tax filing.
  4. Notice, within 30 days, of any major shifts in funding which may impact available budget to compensate one or more current or prospective employees whose positions have been posted publicly.
- E. On a quarterly basis, the Employer shall provide the Guild with a comparison between the budgeted and actual income and expenditures.
- F. At least two (2) weeks before posting a job description publicly on job boards and organization websites, the Employer shall furnish the Guild in writing with the job description, as advertised.
- A. The Employer shall furnish the Guild in writing with the data specified in Section A for each new bargaining unit employee within 2 weeks after the employee's start date.
- B. The Employer shall furnish to the employee and to the Guild a copy of any criticism, commendation, appraisal or rating of such employee's performance in the employee's job or any other comment or notation regarding the employee simultaneously with its being placed in the employee's personnel file (see Section I). The employee and/or the Guild shall be allowed to place in such a file a response to anything contained therein which such employee and/or the Guild deems to be adverse. An employee and/or the Guild shall have the right to review the employee's personnel file at any time and upon request shall be provided copies of all material in the employee's file.

**C. Personnel Files.**

1. Only one (1) formal personnel file for each employee shall be kept. To protect employee privacy, the file shall have two (2) sections, for confidential and non-confidential records respectively, and will be kept in one digital location.
2. The employee shall be notified in writing when any material is to be placed in their file. The employee shall have the right to add material to their file relating to their qualifications and service. The employee shall also be given the right to attach dissenting or explanatory material to any material contained in their file, and upon request, be given a copy of any material in their file.
3. No material other than that which is in the file shall be relied on to affect the employment status of an employee.
4. Within 7 days of an employee's request, the employee shall be given access to their complete file and a copy of any material contained therein. The employee

shall have no right to alter file contents or remove material from the file except as provided in this Article.

5. Contents of the file that are of a confidential nature shall not be copied or otherwise made known to anyone without the employee's written consent provided, however, that it shall be available to H.R and operations staff and the employee's direct manager and/or managers in the chain of supervision. Non-confidential contents of the file shall consist of the employment status of the staff.
- J. This article does not preclude the Guild from requesting other relevant information regarding unit employees not described in this article. Upon request, ACRE/I shall supply the Guild with such other relevant information not covered under this article.

## ARTICLE 6. LAYOFFS & RECALL

- A. With respect to employees hired for positions advertised and accepted as limited in duration, or subject to some other restricted basis for employment, termination of employment at the expiration of the relevant term (or due to the cessation of the relevant status or basis for employment) is not a layoff subject to this article.
- B. A layoff, for purposes of this Article, is an *involuntary* non-disciplinary separation from employment with ACRE/I. A voluntary separation, or resignation, is not a layoff covered by this Article. To enable successful transitions at ACRE/I, employees who intend to voluntarily resign should provide Management 30-days notice, whenever possible, and at least two (2) weeks notice of their resignation.
- C. ACRE/I will notify the Union and the affected employee(s) at least sixty (60) days in advance of any planned reduction in force or layoff or, if faced with more urgent circumstances, as soon as possible in advance. During the period prior to a layoff, ACRE/I will consult with the Union in good faith regarding the rationale for the planned reduction in force and possible alternatives to avoid or reduce the number of layoffs, including all available avenues of cost-saving. The union will have an opportunity to offer up a cost-saving proposal as part of the consultation between ACRE/I and the Union.
- D. ACRE/I will promptly provide the Union relevant background information about the need for a reduction in force and the employee(s) under consideration for layoff. Relevant background and context depend on the circumstances and may include, for example, ACRE/I's finances and budget, strategic business and policy decisions as to ACRE/I's direction and focus, loss of or changes in grant and other restricted funding, etc.
- E. Should ACRE/I ultimately deem it necessary to proceed with a reduction in force, ACRE/I and the Union will ask for volunteers for layoff and negotiate together on the list of affected employees. Those volunteering to be laid off, provided they meet the necessary cost saving objectives established by management, will receive the same severance and benefits package terms as other laid off employees.

- F. Non-voluntary layoffs will be conducted in order of inverse seniority within each affected job classification, provided the remaining more senior employees have the skills, qualifications, experience and/or expertise to perform the remaining duties that ACRE/I requires. A laid off employee, upon request, will be provided a letter making clear that they were laid off for economic or other business reasons and not performance issues.
- G. Laid off employees will remain on a recall/rehiring list for 12 months. Time spent on a recall/rehiring list will be counted for purposes of computation of seniority but for no other purpose. During the 12-month recall/rehiring period, laid-off employees:
  - 1. Will receive written notification, at their last known personal email address, of all Bargaining Unit job openings at ACRE/I;
  - 2. Will be offered recall, in order of seniority, if their former position (or another position of the same classification) becomes open; and
  - 3. Will receive first consideration, before other applicants, if they timely apply for any other Bargaining Unit job openings for which ACRE/I reasonably determines they are qualified.
  - 4. Laid-off employees will be given ten (10) calendar days to accept a recall offer or to submit their application for other noticed job openings. It is the former employee's responsibility to ensure that ACRE/I has their correct contact information.
- H. The terms of severance will be negotiated between ACRE/I and the Union in accordance with Article 19.

## ARTICLE 7. GRIEVANCE PROCEDURE

- A. **Grievance Defined.** A grievance within the meaning of this Agreement shall be any complaint by one or more employees (Grievant(s)) or the Union, which involves the interpretation or application of, or compliance with, the provisions of this Agreement. All grievances shall make good faith efforts to identify the Article(s) and Section(s) of the Agreement alleged to have been violated and the incident(s) giving rise to the grievance and shall specify the remedy requested.
- B. **Procedure.** A grievance shall be processed as follows: The Grievant(s) and/or the Union shall file the grievance in writing not later than twenty (20) business days after the date of the event upon which the grievance is based or the date on which such event should reasonably have become known. The grievance shall be sent by email to the immediate supervisor(s) of the Grievant(s), where relevant, and the Operations Director/HR Director. If the Operations/HR role is vacant, management shall notify the Union of acting or interim Operations/HR contact.

**Step 1** - Within ten (10) business days after receipt of the email referred to above, the Employer will hold a meeting or conference call with the Grievant(s) and his/her union steward, and the relevant supervisor(s) or other appropriate member of Management, for the purpose of attempting to resolve the grievance. Within ten (10) business days after the meeting/conference call the Employer will provide the Grievant(s) and the Union a written response by email. Any grievance involving suspension or dismissal shall immediately be advanced to Step 2.

**Step 2** - If the grievance is not resolved at Step 1, the Union may submit the grievance to Step 2 by an email to the Executive Director, and copy the Operations Director, within ten (10) business days of the receipt of the Employer's Step 1 response. Within ten (10) business days of receipt of the Step 2 submission, the Employer will hold a meeting or conference call between the Employer and the Union representative in an attempt to resolve the grievance. Within ten (10) business days of the meeting/conference call the Employer will provide the Union a written response by email.

**Step 3**- If a grievance is not resolved to the Union's satisfaction at Step 2, the Union may submit the grievance to arbitration, by sending a written request for arbitration by email to the Operations Director within twenty (20) business days after receipt of the Step 2 answer. Upon the Employer's receipt of such a timely request, the parties will confer for the purpose of selecting a neutral arbitrator. If the Parties cannot agree on an arbitrator, the arbitrator will be selected from a list of seven (7) impartial arbitrators, jointly requested from the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA). The Parties will take turns striking names from the list until an arbitrator is selected. The initial order of striking will be decided by a coin toss and then alternating who goes first in subsequent arbitrations. The arbitrator shall be requested to render an award within thirty (30) days after the hearing has ended or briefs have been received, whichever occurs later. The arbitrator's authority shall be limited to interpretation and application of the provisions of this Agreement. The arbitrator shall have no power to alter, amend, add to or subtract from the provisions of this Agreement, or to impose any other agreement on the Parties. The decision of the arbitrator shall be final and binding on the Employer, the Union, and the employee(s). The fees and expenses of the arbitrator (and any administrative processing fees of the FMCS or AAA) shall be borne equally by both parties, except that if any expenses are incurred because a party unilaterally withdraws a case then that party alone shall bear any such expenses. If either party wants a transcript of the arbitration hearing, that party shall pay the costs. If both parties want a transcript of the arbitration hearing, each party shall pay one-half (1/2) of the cost.

**C. Miscellaneous.**

1. Extensions of the aforesaid time limits may be mutually agreed upon and shall be confirmed in writing. Unless an extension is mutually agreed upon between the Employer and the Union, the time limits set forth herein shall be applicable.
2. A failure by the Union or employee at any step of the grievance procedure to appeal a grievance to the next step within the specified time limits shall be deemed an acceptance of the Employer's decision rendered at that step.
3. A failure by the Employer at any step of the grievance procedure to attempt to schedule and hold a conference call or to respond to a grievance within the specified time limits shall result in the grievance being automatically considered denied at that step as of the missed deadline date, triggering the time limit for advancing the grievance to the next step.
4. Grievants shall not suffer any loss of pay for time spent attending an arbitration hearing and/or participating in Step 1, 2, or 3 meetings or conference calls. Both Management and the Union have a preference for holding arbitration remotely. In the event an arbitration hearing is conducted in person, outside of the vicinity of the Grievant's regular worksite, the Employer shall pay one-half of the travel expenses of the Grievant.
5. A steward, after giving notice to their supervisor, will be permitted to attend a disciplinary interview involving an employee covered by this agreement during working hours without loss of pay. No individual steward will spend more than 15 hours of paid work time on Union business during any consecutive two-month period.
6. Once a grievance is filed, all subsequent notices and documents shall be sent to the designated Union steward as well as the Grievant(s) and the Union.
7. If the Grievant's Supervisor did not take the relevant action or make the relevant decision that is being grieved, the Union may request to start the grievance process at a higher step. The request should be made to the Employer's Operations Director.

## **ARTICLE 8. DISCIPLINE AND DISCHARGE**

Nothing in this Article will limit or abrogate any rights under the NLRA, including the right to speak about union issues and to engage in protected concerted activity.

### **Section 1. Just and Sufficient Cause**

- A. ACRE/I will not discharge, suspend, or take any other disciplinary action against any employee without just and sufficient cause. Discipline concerning performance will be administered in accordance with the applicable progressive provisions laid out in Section

2 of this Article. Except in the case of “serious misconduct,” as defined below, all discipline will be progressive. Though an employee may be disciplined or discharged for “serious misconduct” without progressive discipline, the just cause standard still applies to such discipline or discharge.

- B. “Serious misconduct” is defined as acts or omissions that substantially violate the standards of behavior legitimately expected in the workplace or work settings, including, but not limited to the following examples:
- Verbal and physical acts and threats.
  - Discrimination, bullying, or harassment, including sexual harassment.
  - Gross or intentional endangerment of the safety of co-workers.
  - Carrying firearms or any other dangerous weapons during work or in ACRE/I workplaces at any time.
  - Theft, fraud, or intentional destruction of property.
- C. ACRE/I will investigate accusations of an employee’s “serious misconduct” before making a final decision and may, in the meantime, take such immediate protective action as the Employer considers necessary under the circumstances, including but not limited to cutting off access to ACRE/I accounts and materials. An employee may be paid for the duration of the investigation, at the discretion of management, based on the nature of the alleged “serious misconduct.”
1. An employee whose conduct is under investigation will be informed of the substance of allegations against them, and has the right to union representation at investigatory interviews. ACRE/I will notify the complainant(s) of the results of the investigation.
  2. The investigation will be handled in as confidential a manner as possible consistent with a full, fair, and proper investigation.
  3. After concluding its investigation, ACRE/I will issue a final written decision that reflects its determination(s) regarding the allegation(s) that were investigated and the basis for any disciplinary action. A copy of this final decision will be sent to the subject employee and the Union and retained in the employee’s personnel file.
  4. At their discretion, ACRE/I may initiate discharge or a lesser level of discipline for “serious misconduct.” The Employer’s final written disciplinary decision will inform the Union and the employee of the basis for ACRE/I’s conclusion that the discipline was for just and sufficient cause. The employee and/or the Union will have the right to file a grievance over the disciplinary decision.

## Section 2. Progressive Discipline Process

### A. Overview.

1. Except in the case of “serious misconduct,” as defined above in Section 1-B of this Article, employees will be disciplined or discharged only according to the progressive discipline process set forth below in Section 2-B of this Article. All such disciplinary action may be challenged through the grievance procedure.
2. A written record of each step in the progressive discipline process, including any PIP or similar documentation and the employee’s response, will be placed and retained in the employee’s personnel file within seven (7) days of the disciplinary action. In all cases, the employee shall have the right to comment in writing within fourteen (14) business days of the disciplinary action, and the employee’s comments will be included in their personnel file. Upon the written request of an employee, ACRE/I will furnish the Union with a copy of that employee’s disciplinary record.
3. Records of a given disciplinary action will remain active for 12 months. If the 12 month period has elapsed, and corrective measures have been made and maintained, the prior discipline may not thereafter be used as a basis for or in support of any subsequent discharge or disciplinary action against that employee.
4. Layoffs may not be used in lieu of progressive discipline.

### B. Performance Improvement Plan and Progressive Discipline Process.

1. General
  - a. Absent extenuating circumstances, or except as otherwise provided in this Article, written notice of a disciplinary step under Section B-2, below, must be issued simultaneously to the employee and the Union within fifteen (15) business days of management receiving notification or knowledge of the incident or circumstances giving rise to the discipline. At the time the discipline notice is issued to the employee and the Union, the Union and the employee shall have access to all evidence, documentation, and information relevant to the problem(s) for which the discipline was issued.
  - b. When issuing notice of discipline, management will ordinarily schedule a meeting with the employee to confirm and review ACRE/I’s disciplinary decision and the discipline being implemented. This communication must explicitly notify the bargaining unit member of their right to have a Union Steward present in any disciplinary proceeding.
  - c. The meeting shall be held at a reasonable time and place during work hours, in-person or over video conference, and will be conducted in a manner that enables all parties (Management, Union Steward, and employee) to be present and

heard. The employee is expected to take all reasonable steps to attend that meeting, but their failure to attend does not invalidate or postpone implementation of the discipline.

2. Any employee undergoing a performance improvement plan (PIP) or progressive disciplinary process (PDP) outlined below has the right to have Union Stewards present during any meetings if they so choose. Management will not try to erode this right. A copy of the discipline document will be placed in the employee's personnel file. Performance improvement plans (PIPs) to be utilized for performance-related issues, and the progressive disciplinary process (PDP) to be utilized for non-performance-related issues, will abide by the following steps:
  - a. **Verbal warning (in-person or video conference).** The supervisor will meet with the employee to discuss the nature of the concerns, the level of performance improvement and/or corrective action needed, and the consequences if the employee does not take corrective action or make and sustain sufficient improvement within a reasonable specified timeframe. The warning will be recorded in writing, with copies for ACRE/I and the employee.
  - b. **Written warning and/or PIP.** If the employee does not take corrective action within the time specified in the verbal warning, or if subsequent conduct or performance issues arise, the employee will receive the next step of discipline, a written warning and/or a PIP identifying the problem(s) and required corrective action. The duration of a PIP period may be up to ninety (90) days, depending on the particular concerns and corrective actions involved. The disciplinary meeting with the employee is intended as a conversation for the purpose of explaining the issue(s) and the required corrective action, including, in the case of a PIP, explaining the reasonable, tangible measurements/milestones of improvement and the periodic check-ins or assessments outlined in the PIP.
  - c. **Periodic Evaluations (for PIP only).** Performance Improvement Plans will include check-ins with the employee at least every two weeks, evaluating the progress on the deliverables outlined in the PIP. At its sole discretion, ACRE/I may elect to add additional check-ins or extend the PIP timeline prior to initiating further disciplinary steps.
  - d. **Termination of Employment.** A bargaining unit member may be terminated after having failed to comply with the directions in the written PIP or progressive disciplinary process outlined above. ACRE/I shall give the bargaining unit member at least two (2) weeks' notice prior to the effective date of termination.
  - e. Employees who are terminated for a reason that is not deemed to be "serious misconduct" as defined by this Agreement, may request an auto-response email "away message" that includes their personal email address for a period of up to six months following termination, and such requests will not be unreasonably denied.
3. ACRE/I will develop a Performance Improvement Plan (PIP) template that includes

at least the following components:

- Identification of performance issues/areas of concern;
- Improvement goals, with identification (as relevant) of concrete actions and deliverables, recommended training, and support designed to achieve those set goals;
- Timeline and milestones to achieve improvement goals, including any measurements to evaluate the achievement of such goals, if applicable;
- Consequences if goals are not met.

The draft PIP template will be reviewed in the Labor Management Committee, and ACRE/I will take into account the input and recommendations of the Committee in finalizing the template.

## **ARTICLE 9. NON-DISCRIMINATION**

- A. The Parties are committed to fostering a workplace free of employment discrimination based on actual or perceived race, color, creed, religion, class, age, sex, sex characteristics, gender, gender identity, gender expression, sexual orientation, partnership status, pregnancy status, marital status, familial status, body shape and size, national origin, ancestry, immigration and citizenship status, political affiliations, refugee status, asylum seeking status, statelessness, veteran status, military status, disability, mental illness, or other health issues, genetic predisposition, or genetic information, domestic violence victim status, sex offense or stalking victim status, union activity or any other classification protected by applicable federal, state, or local law. Except as required by law for a given position, when hiring employees, ACRE/I will not make pre-employment inquiries about, nor will it consider, an applicant's juvenile delinquency adjudications, youthful offender adjudications, arrest record or prior convictions. Prior to hiring an employee, and at any point during an employee's tenure at ACRE/I, ACRE/I will not inquire about any applicant's or employee's plans to become pregnant and/or parent.
- B. For the purposes of this Section, all the terms contained in Section A above shall be interpreted as defined by law. If the terms, sex characteristics, gender identity and gender expression are not defined under law, then the terms shall have the following meanings:
1. 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.

2. 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.
  3. 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.
  4. Gender expression refers to the way in which one relates and/or connects their internal experience or lack of experience of gender to the outside world through preferred name and pronouns, physical appearance, clothing choice and accessories, behaviors and mannerisms that express aspects of one's gender identity and/or role, vocal characteristics, use or lack of use of hormone replacement therapy, and any other interpersonal and social acts, experiences, preferences, and decisions related to one's gender identity. Gender expression may or may not conform to a person's gender identity and might fluctuate between varying expressions of gender.
- C. ACRE/I respects and uses each employee's self-disclosed preferred name and pronouns and their choice regarding their gender identification (if any). Refusal to honor these preferences and choices will be considered prohibited workplace discrimination.
- D. ACRE/I and the Union agree to continue their policies that employees are obligated not to discriminate, harass, or retaliate on the basis of any of the protected characteristics or activities described above, against any other employee or anyone with whom the employee has contact during the course of the employee's work.
- E. Americans with Disabilities Act. This Agreement shall be interpreted to permit the reasonable accommodation of disabled and differently abled persons as required by state and/or federal law, including the Americans with Disabilities Act (ADA), and ACRE/I will apply the following definitions:
1. Neurodivergent: differing in mental, cognitive, and/or neurological function from what is considered normal.
  2. Neurotypical: not displaying or possessing differences in mental, cognitive, and/or neurological function from what is considered normal.
  3. Disability will be defined to encompass, among other things, not being able-bodied, not being neurotypical, and being neurodivergent. This includes physical, sensory, mental, cognitive, intellectual, developmental, and psychiatric disabilities, neurodivergence, and chronic illnesses/chronic diagnoses.

- F. In the event that a proposed accommodation would conflict with any provision of this Agreement, the parties, at either party's request, shall meet to discuss the proposed accommodation. The parties agree that any accommodation made by ACRE/I under this Article with respect to work schedule, job duties or any other term or condition of employment shall not be deemed precedential or applicable to any other individual, class or group of employees, but shall apply only to the person or persons accommodated in the particular situation.
1. Any reasonable accommodation agreed upon by the Union and ACRE/I under this Section F, shall be reduced to writing, and will be considered binding and enforceable until the accommodation is no longer applicable.
  2. Management team members, assigned by ACRE/I to address reasonable accommodation requests, will have the necessary training to ensure full compliance with the ADA.

## **ARTICLE 10. EMPLOYEE INTEGRITY**

- A. An employee who believes in good faith that an assignment or directive would require them to perform an unethical act or contribute to work that they deem unethical shall promptly notify management, either directly or through the Union, and will not be subject to reprisal for doing so.
- B. No director, officer, or employee who in good faith reports a violation shall suffer harassment, retaliation, or adverse employment consequence. This whistleblower protection is intended to encourage and enable employees and others to raise serious concerns within ACRE prior to seeking resolution outside the organization. Violations or suspected violations may be submitted on a confidential basis by the complainant. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.
- C. Any material that is explicitly attributed to an employee using their name or an employee's non-ACRE affiliations shall not be made public without the employee's consent. Management will also make good faith efforts to consult staff when their name or work is being referred to in non-public material, such as correspondence with partners and funders, to the extent practical.
- D. An employee shall not write or prepare, and shall not be required to write or prepare, anything for publication in such a way as to distort any facts or to create an impression which the employee knows to be false. If a question arises as to the accuracy of printed material, substantive corrections or retractions shall be brought to the employee's attention before publication.
- E. ACRE has a responsibility to protect the reputation of the organization and its staff by providing fact-checking and legal review. In the event of legal action or threats of legal

action against an employee for work affiliated with ACRE, ACRE agrees to provide legal protection to that employee.

## **ARTICLE 11. LABOR MANAGEMENT COMMITTEE**

### Section 1. Labor Management Committee

- A. The parties will establish a joint Labor-Management Committee (LMC) to discuss matters of mutual interest, to facilitate ongoing communication, and to provide a safe forum for sharing views and input from the parties and bargaining unit employees about the workplace and the Organization. Matters of mutual interest may encompass any lawful matter the parties wish the LMC to consider, whether a “mandatory” or “permissive” subject under applicable labor law, including but not limited to Organization goals, programs, services, policies and practices. However, the LMC does not have decision-making authority, shall not engage in collective bargaining, and is not authorized to modify, supplement, interpret, or resolve grievances or disputes under this Collective Bargaining Agreement (CBA).
- B. The LMC shall be composed of an equal number of Union-appointed members and Management-appointed members, limited to 6 members total. Each party is free to determine who will serve as its appointed LMC members at any given time, and each party may designate one of its appointed members to serve as co-chair of the LMC. The LMC will operate by consensus, including setting agendas for meetings, and may submit reports and recommendations at any time to Management and/or the Union.
- C. The LMC shall have the opportunity to review and discuss a draft of the annual budget, at least 2 weeks before it is submitted for annual approval to the Board. Management will make good faith efforts to incorporate the feedback of union-appointed members of the LMC before presenting the budget to the Board.
- D. The LMC shall meet at least quarterly or, at its discretion, more frequently, during normal ACRE working hours. If both parties agree, the meeting may be canceled or postponed.

### Section 2. Labor Management Committee Working Groups

- A. The Labor Management Committee (LMC) may create ad hoc working groups that are composed of an equal number of Union-designated bargaining unit employees and Management-designated staff to address particular matters as determined by consensus of the LMC members. Ad hoc working groups may include participants who are not members of the LMC.
- B. Ad hoc working groups shall be co-led by a Management designee and a Union designee with equal authority and responsibility for carrying out the assigned mission of the ad hoc working groups. Working groups shall provide their recommendations and

findings to the full LMC for review and final recommendation on consensus. The LMC will release such final recommendations to the Union, to Management and to the full staff.

## **ARTICLE 12. GENERAL WAGE PROVISION**

- A. In order to accomplish our goals and to build powerful, impactful campaigns, ACRE/I seeks to attract, retain, and support staff throughout all levels of the organization. We believe that is best achieved by working to ensure equity across the organization, specifically in terms of opportunity to develop and lead, as well as in compensation and promotion opportunities.
- B. All Bargaining Unit positions will have a job title, job description, and corresponding job classification as described below. On the effective date of this contract, all Bargaining Unit Members will receive a letter that clearly delineates all salary adjustments made according to the new contract, including the position title, classification, and the base salary for their classification and the effective date of any changes. No employee will suffer a loss of salary based on the creation of the new job classifications or any change resulting from changes to the pay scale resulting from the final contract. Job classifications will be consistently and transparently applied based on the final contract.
- C. Staff are expected to meet the requirements of their positions at all times. During a bargaining unit member's annual performance review, or at the discretion of the Management Team, ACRE/I shall assess whether the staff member has met the work requirements and performance standards of their current classification. In the event there is an opportunity for promotion or advancement to a more senior position, ACRE/I will assess the employee's performance to determine if they are eligible for promotion to a higher classification.
- D. Job classifications for bargaining unit members are limited to grades 1 through 3 and exclude any person who directly supervises another staff person, any confidential employee, and all positions in grade 4 or above. The following grades set forth in Article 13 apply to all positions that are eligible for the Bargaining Unit. All positions' grade and level are determined by management based on requirements to perform the duties of the position. Current employees' eligibility for new positions will be determined based on direct work experience at ACRE/I and prior work experience.

## **ARTICLE 13. PAY**

- A. All Bargaining Unit positions will be assigned a grade based on expected responsibilities, autonomy, and authority of the position. Starting salary by grade:
  - o Grade 1: \$65,000
  - o Grade 2: \$80,000

- Grade 3: \$95,000
- B. All Bargaining Unit positions will be assigned a step within that grade based on experience required to perform the assigned duties.
  - The difference between each step in the first year of the contract is \$3,300.
- C. During the term of this Agreement, ACRE/I will pay an annual bonus effective on the anniversary date of the Effective Date of this Agreement. This annual bonus will be tiered based on salary to establish parity over the contract term.
  - Employees making less than \$100,000 annually will receive a \$5,000 annual bonus.
  - Employees making between \$100,000 and \$109,999 annually will receive a \$4,000 annual bonus.
  - Employees making between \$110,000 and \$119,999 annually will receive a \$3,000 annual bonus.
  - Employees making \$120,000 or more annually will receive a \$2,000 annual bonus.

## **ARTICLE 14. INITIAL OFFERS**

- A. ACRE/I will post open Bargaining Unit positions with a pay range of two steps within the appropriate grade. ACRE/I will produce and share with the Union an annual report with tracking each new hire, the advertised pay range for their position, and the salary accepted upon hiring to allow for the evaluation of equity in the negotiation process.

## **ARTICLE 15. INTRODUCTORY PERIOD**

- A. The first six (6) months of employment for all new bargaining unit employees shall be known as the introductory period. Employees new to the bargaining unit as a result of a merger will not be subject to an introductory period.
- B. The introductory period gives ACRE an opportunity to observe and evaluate the capacity of the employee, including the employee's ability to satisfactorily perform the essential functions of their job; and to observe and evaluate the employee's work habits and conduct.
- C. During their introductory period, employees are eligible for benefits provided in this Agreement subject to generally applicable terms and provisions of the applicable plans and policies.
- D. During their introductory period, employees will accrue two weeks of paid time off. If the employee is retained beyond the introductory period, ACRE/I will add the balance of that year's annual paid time off.

- E. At approximately the mid-point of an employee's introductory period (three months), ACRE shall evaluate the employee's work performance, review that evaluation with the employee and discuss specific areas of work performance that may need to be developed or improved.
- F. If an employee is on an approved, protected leave of absence during their introductory period, the length of their introductory period shall be extended by an amount equal to the length of their leave of absence.
- G. During the introductory period, ACRE shall be the sole and exclusive judge of the employee's qualifications for continued employment. ACRE has the right to release an employee from employment, subject only to federal and/or state employment laws prohibiting discrimination in employment.
- H. If the employee is terminated or otherwise disciplined during their introductory period or any extension thereof, there shall be no right to challenge the termination or discipline under the grievance and/or arbitration procedure.
- I. An employee who is not retained beyond their introductory period or who resigns during that time may be compensated for accrued, unused paid time off.

## **ARTICLE 16. TRANSFERS AND PROMOTIONS**

- A. ACRE/I will seek to retain employees in the long term by ensuring that all bargaining unit members work with their supervisors to develop concrete steps to work toward advancement within the organization.
  - 1. When there is an organizational need, bargaining unit members may be promoted to the next higher job classification and/or across roles, based on performance, experience, education, training, improved skills, or increased job knowledge. Any decision on promotion is a management decision and is not grievable, except in cases where prohibited discrimination is alleged.
  - 2. A promoted bargaining unit member's salary will be raised to the grade level of the new position and the lowest step that is at least \$5,000 more than previous salary.
  - 3. Each bargaining unit member's role description and related benchmarks will indicate criteria that will be used to evaluate the employees' performance.

## **ARTICLE 17. MINIMUM SALARY**

No full-time bargaining unit employee of ACRE/I shall make an annual salary of less than \$65,000 for the duration of this contract.

## **ARTICLE 18. HEALTH, WELFARE, AND RETIREMENT BENEFITS**

### Section 1. Health Insurance

- A. ACRE/I will provide health, dental, and vision insurance for all bargaining unit employees, as well their spouse or domestic partner, and their other eligible dependents, based on the carrier's policies regarding coverage eligibility and the terms of the insurance plan.
- B. If ACRE/I decides to change the carrier or the plan, it will use best and meaningful efforts to find a plan that provides a substantially similar benefit design (e.g., premiums, deductibles, co-insurance, and coverage) and minimizes out of pocket costs. If this cannot be achieved, ACRE/I will provide notice to the Union and the parties will meet through the LMC to negotiate the change in plans.

### Section 2. Health Reimbursement Arrangement

- A. ACRE/I will provide a Health Reimbursement Arrangement (HRA) for all bargaining unit employees and their dependents to off-set the cost of our high deductible insurance plan as set forth in subsection B, below and in accordance with the terms of the HRA plan. If ACRE/I's current or projected revenues indicate that ACRE/I needs to adjust these amounts, ACRE/I will provide notice to the Union and the parties will meet through the LMC to negotiate the change in plans.
- B. The HRA amounts funded by ACRE/I will be as follows:
  - a. Employee Only: \$11,250
  - b. Employee + 1 eligible dependent: \$21,500
  - c. Employee + 2 or more eligible dependents: \$32,750

### Section 3. Retirement - 401(k):

- A. ACRE/I will contribute a total of 5% of each participating employee's base salary to their account in a 401(k) plan, contributed incrementally per paycheck until employment is terminated, and the employee may make their own pre-tax 401(k) contributions up to the maximum allowed by applicable law. Employees do not have to contribute to their 401(k) account to receive ACRE's contribution. To be eligible for contributions or to receive an employer contribution, employees must be at least 18 years old and complete a minimum of 3 months of full-time employment. The specific terms set for in the 401(k) plan documents will control at all times and will take precedence over any summary description elsewhere.

## **ARTICLE 19. SEVERANCE PAY**

- A. Employees who have completed their introductory period at ACRE/I will receive the following severance benefits if laid off:
  - a. A minimum of six (6) weeks of pay at their then-current salary, in addition to the cash value of any accrued, unused vacation days.
  - b. Health Care benefits (through the employer plan or reimbursement of COBRA premiums) for a minimum period of six (6) weeks for the period beginning on the 1st of the month following the effective date of the layoff of the employee.
- B. In circumstances other than layoff, such as termination under Article 8 or voluntary resignation, ACRE/I is not obligated to provide severance or benefits.

## **ARTICLE 20. TRAINING AND EDUCATION**

- A. ACRE/I will budget up to \$2,000 annually for each unit member's elective staff development under this Article, depending on availability and financial health.
- B. Employees, who have been employed at ACRE/I for a minimum of six months, may submit a proposal through their supervisor for ACRE/I to pay or reimburse the cost of staff development that directly relates to the employee's job duties when the employee's supervisor requests such training based on the employee's staff development plan.
- C. Expenses eligible for payment or reimbursement include enrollment fees, materials, and travel expenses associated with attending approved courses or training.
- D. ACRE/I will determine in its sole discretion whether and to what extent to pay for or reimburse the cost of attendance and will notify the employee of its decision.
- E. Annually budgeted staff development funds may not be rolled over.
- F. Training on any new equipment or computer software shall be offered to appropriate staff members. If management updates the skills and competencies in a unit member's role descriptions and benchmarks, managers will work with the employee to develop a plan to develop the employee's skills and competencies designed to support the employee in meeting these goals.

## ARTICLE 21. EQUIPMENT, WORKSPACE, AND WORK FROM HOME

- A. Employees who live within 20 miles of an established ACRE office or one that is established in the future will not be eligible for work from home (WFH) support.
- B. ACRE/I will provide all employees with an ACRE/I-owned computer and software required to perform the duties of their jobs.
- C. ACRE/I will provide all employees with a cell phone allowance of \$85 monthly
- D. Employees approved to work from home will receive the following additional support:
  - a. Up to \$1,000 reimbursement for setting up a home office, such as installing internet access or purchasing office furniture.
  - b. Monthly internet service reimbursement of \$75, or the Federal- or state-legislated reimbursement amount excludable from taxable wages, whichever is greater.
- E. In the event of an office closure, ACRE/I will work with all impacted employees to create flexible work/telework arrangements.
- F. ACRE/I agrees to pay for the cost of reserving rooms for meetings, storage of large-scale supplies, and other work-related needs approved in advance.
- G. Office Locations
  - a. ACRE/I employees may request approval for rental of office space.
  - b. The ACRE/I Director of Operations will research and select office locations.
  - c. Approval of new ACRE/I offices is at the sole discretion of management.

## ARTICLE 22. TIME OFF AND LEAVE

- A. **Holidays.** ACRE/I employees are entitled to the following holidays:
  - New Year's Day – January 1<sup>st</sup>
  - Martin Luther King, Jr. Day – 3<sup>rd</sup> Monday in January
  - President's Day – Third Monday in February
  - Cesar Chavez Day – March 31<sup>st</sup>
  - May Day – May 1<sup>st</sup>
  - Memorial Day – Last Monday in May
  - Juneteenth – June 19<sup>th</sup>
  - Independence Day – July 4<sup>th</sup>
  - Labor Day – First Monday in September
  - Indigenous People's Day - Second Monday in October
  - Veterans Day – November 11<sup>th</sup>
  - Thanksgiving Day – 4<sup>th</sup> Thursday in November
  - Day After Thanksgiving

In the event that a holiday falls on a Saturday, it will be observed on the preceding Friday. In the event that a holiday falls on a Sunday, it will be observed on the following Monday. The Executive Director reserves the right to designate additional holidays or office closings when deemed necessary and appropriate.

- B. **Religious Holidays.** Employees may take any religious holiday that they observe. Employees should designate religious holidays with HR and notify their supervisor of holiday leave.
- C. **Quarterly Closings.** All ACRE/I offices will be closed for one week each quarter to promote employee physical and mental health. ACRE/I offices will be closed the following weeks:
- The week in which the last day of March lands
  - The week in which the last day of June lands
  - The week in which the last day of September lands
  - Two-week end of year closing

If a holiday listed in Section A falls during a quarterly closing week, it will still be observed during that week and employees will not be entitled to an additional day off.

- D. **Summer Fridays.** Between Memorial Day and Labor Day, ACRE/I will observe summer Fridays where the workday will end at 2 P.M. in each respective employee's time zone and observe no internal meeting-Fridays, whenever possible.
- E. **Election Day Leave.** Employees may take paid leave to do volunteer work for any State, Municipal or National election, whether primary or general in their area (up to four days every calendar year) or to vote, if time off is needed. Employees must request leave in advance to volunteer and notify their supervisor if they intend on taking election day leave to vote.
- F. **Sick Leave Days.** Sick Leave can be utilized by the employee or an immediate family member and or loved one to:
- Attend routine healthcare
  - Recover from illness
  - Recover from accidents/injuries
  - Receive mental/psychological care

All ACRE/I employees have unlimited days of sick leave per year. Employees are encouraged not to work when sick, and instead, take their paid sick leave time to rest and recoup. In the event an employee has an illness where they must take longer than ten days continuously, the employee must notify their supervisor and the designated Human Resources manager, as this may be the cause for short-term disability medical leave.

Employees are not expected to perform work duties if they, a family member or loved one becomes ill. ACRE/I follows legal guidelines that apply to sick pay. ACRE/I offers

unlimited sick leave. This leave is separate from other types of leave like Parental Leave, Vacation Days, Short-Term Disability, or FMLA (see Sections J, L, G, H). When employees want to use their sick time, they should request time via Gusto (or approved system) and notify their supervisor as soon as possible either through email or Slack. They should also inform their supervisor of how long they'll be absent (if possible) and any work coverage that is needed, in their absence. ACRE/I will handle all sick time requests with discretion.

- G. **Short-Term Disability Leave.** If an employee will be absent for more than 4 weeks because of an illness, they will need to submit a physician's note or other medical certification, and they may be asked to take Short-Term Disability leave. All employees are eligible for a maximum of 13 weeks of short-term disability (STD) leave within a 12-month period. To qualify for short-term disability benefits, an employee must be unable to do their job, as deemed by a medical professional. Medical conditions that prevent an employee from working for several weeks to months, such as pregnancy, surgery rehabilitation, or severe illness, can qualify to receive benefits. STD Insurance will cover 60% of your current salary. ACRE will cover the remaining 40% and continue healthcare benefits. When employees need to take STD leave, they must notify their direct supervisor and the designated Human Resources manager.
- H. **Family Medical Leave.** Under the Family Medical Leave Act (FMLA), employees may use FMLA leave to care for a spouse, child or parent who has a serious health condition, or when they are unable to work because of their own serious health condition after Short-Term Disability has expired. FMLA leave is limited to a maximum of 480 hours (60 days, assuming 8-hour work days) within a 12-month period and may be used incrementally or all at once. ACRE/I will continue to provide 100% of compensation and benefits for approved FMLA leave. When employees need to take FMLA leave, they must notify their direct supervisor and the designated Human Resources manager.
- I. **Bereavement Leave.** All employees are eligible for up to 5 paid days per occurrence of bereavement leave in the event of the death of a family member. "Family" is self-defined by each employee. Employees must request bereavement leave through Gusto as soon as possible, ideally no less than 24hrs in advance. Additionally, employees must notify their supervisor as soon as possible either through email or Slack. They should also inform their supervisor with details of how long they'll be absent (if possible) and any work coverage that is needed, in their absence.
- J. **Parental Leave.** All employees are eligible to receive parenting leave benefits. Employees may utilize either vacation or sick leave prior to birth to accommodate their or their partner's physical or mental needs. After the birth or arrival of an adopted child, employees will be granted a leave of absence with full pay for a period of up to 12 weeks. The parental leave must be used within one year of the birth or arrival of an adopted child. Additional parental leave without pay may be granted to parents upon request. Employees must submit parental leave requests as soon as possible, and no less than 30 days in advance of the proposed leave, to their supervisor and the designated Human Resources manager for approval.

ACRE/I will recognize parental leaves for the birth of an employee's partner's child who is not biologically related to the employee, the adoption of a child an employee has not legally adopted but for whom the employee shares parenting duties, and for similar family formations created in the future.

- K. **Jury Duty.** ACRE/I will grant employees paid time off for jury duty. Employees must notify their supervisor immediately upon receiving notice of jury duty and may be asked to provide a copy of the summons and a court clerk's certificate noting the jury time served. Employees are expected to work any portion of the normal workday that is not required to fulfill their jury obligation.
- L. **Vacation Days.** Employees are allotted 20 days of vacation per calendar year beginning January 1. Employees may carry over unused vacation time from one year to the next, but their total number of accrued vacation days may never exceed 20. Employees may pre-schedule vacation in the current year for the next year through MLK Day.
- M. **Flexitime.** ACRE employees may need to work on a day off or during a quarterly closing. If employees are required to work more than half the day (4hrs) both days of the same weekend or at least one full day on a weekend, they may take one day (8hrs) of flex time ideally within the same month (30-day period) during which the required weekend work occurred. If employees are required to work on an ACRE holiday (pursuant to Section A) or during closures (pursuant to Sections B or C), they may elect to take either 4 or 8 hours of flex time for every day they had to work, ideally within the same month (30-day period) during which the required holiday work occurred.

To request flex time, employees must email their supervisor and the designated Human Resources manager for approval with a brief explanation of the required work they performed during paid time off. Flex time is meant to ensure that employees are able to rest and recover from intense periods of work, not as additional vacation. Flex time may not be "cashed out".

- N. **Time Reporting.** Leave should be recorded in advance whenever possible and is not final until approved by a supervisor or the designated Human Resources manager. To have leave approved, employees must log the days in Gusto (or approved system). Once approved, employees should also mark the days on the ACRE Shared Calendar. In the event of an emergency that prevents an employee from requesting leave in advance, the employee must inform their supervisors as soon as possible and request the leave in Gusto (or approved system) no more than 24hrs from the start of the leave when possible.

If a supervisor fails to approve a leave request within two weeks of request submission or denies a leave request that was made within the designated time frame, the supervisor must submit their reasoning for denying the request in Gusto (or approved system) or may be required to submit their reasoning for delaying the response via email to the employee.

- O. **Sabbatical Policy.** All full-time employees, after each five consecutive years of employment, are eligible for paid sabbatical of ten weeks. Sabbatical leave may not be taken in combination with other types of leave.

Eligible employees must submit a sabbatical request in writing to their supervisor and the Managing Director at least six months in advance of the requested sabbatical, including the specific dates requested. The ten-week-period will include any holidays that fall during the sabbatical leave.

- P. **Sabbatical Length.** Sabbaticals will be up to ten weeks in length for all staff. Sabbaticals may not be split over more than one period; all sabbatical time must be taken together. Although it is encouraged to take the full period offered, it is not mandatory that staff take the maximum length of time.

The Executive Director, in consultation with the Managing Director, Campaigns Director, and the employee's supervisor, will determine if the request is approved. All requests will be reviewed with considerations of workload during that period and other sabbatical or leave requests. The sabbatical request may be approved as is or may be rejected for the proposed dates, with the understanding that ACRE/I Senior Leadership Team will work with the employee to identify a sabbatical schedule that works for them and the organization's needs.

In order to avoid any undue burden, only one employee per team (this includes Infrastructure Team, Campaigns Team, and Senior Leadership Team) may take sabbatical at the same time. Instances of employees from different teams taking overlapping sabbaticals will be considered on a case-by-case basis, with a maximum of four weeks of overlap of employee sabbaticals. In the event that there is a conflict between multiple staff members requesting sabbaticals at the same time (beyond the four weeks of overlap), and all else is equal, seniority will be the tiebreaker. Holidays that fall during the sabbatical do not count as extra time off.

In cases when eligible employees take other extended leave (such as parental leave), there must be a period of six months of continuous work before they are eligible for a sabbatical. Eligibility for a second or third sabbatical begins accruing again upon completion of each sabbatical.

As soon as sabbatical dates are finalized, employees are expected to develop a coverage plan with their supervisor. The sabbatical policy is subject to revision, based on the needs of the organization.

## **ARTICLE 23. TRAVEL AND EXPENSES**

- A. ACRE/I employees will from time to time be required to travel. Travel plans must be approved by the employee's supervisor and should be confirmed with as much advance notice as possible. Employees and their supervisors should try to book reasonably priced fares within approved limits when possible. Exceptions to accommodate work

schedules and other limitations must be approved in advance.

- B. All travel fares, hotels and car rentals should be purchased and approved through the approved travel service, currently TravelPerk. ACRE/I encourages staff to stay at union hotels when possible, within nightly hotel limits and event proximity.
- C. ACRE/I employees utilizing their personal vehicle for travel will submit a reimbursement request through the approved expense system, Bill.com, Spend & Expense, formerly Divvy, to get reimbursed for mileage, based on the standard annual mileage rate established by the IRS. In the event employees are using a rental car paid by ACRE/I, the employee may submit a reimbursement request for gas.
- D. While traveling, employees may expense up to \$80 per day for meals, or an equivalent of \$15 for breakfast and \$25 for lunch, and \$40 for dinner on their assigned ACRE/I credit cards. ACRE/I staff are encouraged to tip 20% on each meal. When attending an event where meals are offered, the allocation will be reduced based on the meals provided by the event organizers. Employees are required to submit receipts for all expenses.
- E. If an employee is attending a meeting with someone and the employee would like to cover their meal, they may expense and submit receipts for the cost of the meal up to the amount of the individual allocation (\$15 for breakfast and \$25 for lunch, and \$40 for dinner). Meals for more than the employee and one additional person are considered meeting expenses and are not eligible for meal expensing. If an employee wishes to cover the cost of a meal for more than one additional person, they must receive prior approval from their supervisor for a meeting expense.
- F. ACRE/I will cover the cost of employee transportation, including but not limited to the cost of commuting to and from the airport from their home and work travel within cities. Staff are encouraged to take public transportation whenever possible. When staff cannot take public transit because of time constraints or travel times, ACRE/I will cover the cost of a car or taxi. ACRE/I staff are encouraged to tip drivers 20 percent.
- G. If an employee opts to stay at someone's home while traveling instead of a hotel, they may buy them and their family a meal or a host gift of up to \$100.

ACRE/I employees may expense up to \$50 per month for virtual or in-person meetings and gatherings related to ACRE/I-oriented activities, specifically geared for social team-building activities with ACRE partners or employees. For amounts exceeding \$50, requests should be submitted to the employee's supervisor and include a brief description of the proposed activity, who will be included, and the goals of the gathering, where appropriate.

- H. ACRE/I management and unit employees will utilize the Labor Management Committee (see Article 11) to set approved travel limits not outlined in this section (e.g. flight and hotel limits), as well as determine any changes to these policies that may be necessary if ACRE/I is subject to unexpected financial hardship.

## ARTICLE 24. EMERGENCY POLICY

- A. From time to time, there might be public health emergencies, natural disasters, or other crises that will require ACRE/I to change its travel or public health policies. ACRE/I agrees to consult with the union before enacting or updating changes that impact employee health or well-being.
- B. ACRE/I also agrees to reasonably accommodate staff members that are subject to natural or climate disasters.

## ARTICLE 25. MISCELLANEOUS

**Severability:** If any provision of this Agreement shall be adjudicated illegal or in violation of any law, such adjudication shall not invalidate any other portion of this Agreement nor relieve either party from their obligations and liabilities under this Agreement and the remainder of the Agreement shall continue in full force and effect. In the event any provision of this Agreement is ruled illegal, the parties agree to promptly meet for the purposes of bargaining over lawful substitute provisions that effectuate the intent of the parties' original terms to the fullest extent possible while in compliance with applicable law. If the parties are unable to reach an agreement on substitute provisions, either party may submit the matter to arbitration. Notwithstanding any other provision of this Agreement to the contrary, the arbitrator to whom a dispute under this Article is submitted shall have the authority to modify this Agreement to the extent necessary to effectuate the intent of the parties' original terms to the fullest extent possible while in compliance with applicable law.

**No Strike, No Lockout:** Neither the Union nor any employee shall induce, engage in, or condone any strike (including but not limited to economic strikes and sympathy strikes), slowdown, or work stoppage during the term of this Agreement. The Employer shall not lock out its employees during the term of this Agreement.

**Management Rights:** The Parties recognize and acknowledge that the Employer reserves and retains all management rights and prerogatives not expressly limited or modified by a specific provision of this Agreement. The Employer's exercise of or failure to exercise any management right, prerogative, or function in any given circumstances shall not be deemed a waiver, limitation, or modification of the Employer's management rights and prerogatives. Notwithstanding anything in the preceding clause, the employer agrees that it will give the union as much notice as possible before a major decision is implemented that substantially affects one or more members' working conditions. Moreover, if within two (2) business days of receiving such notification the Union requests bargaining, the Employer will bargain in good faith, to agreement or impasse, before implementing a proposed change in unit employees' working conditions.

## **ARTICLE 26. DURATION AND RENEWAL**

This Agreement shall become effective on November 29th, 2024 and remain in full force and effect until December 31st, 2026, and thereafter from year to year, unless either party, at least sixty (60) days prior to the expiration date, notifies the other in writing of its desire to change, modify or terminate this Agreement.



## **APPENDIX 1: PAY SCALE**

PAYGRADE	2024 Current		11/1/24 Implementation	11/1/25 Anniversary	11/1/26 Anniversary
	Base	Base+10%	Base	Base	Base
<b>Grade 1</b>					
1A	\$55,000	\$60,500	\$65,000	\$66,000	\$67,000
1B	\$58,000	\$63,800	\$68,300	\$70,000	\$71,000
1C	\$61,000	\$67,100	\$71,600	\$73,300	\$75,000
1D	\$64,000	\$70,400	\$74,900	\$76,600	\$78,300
1E	\$67,000	\$73,700	\$78,200	\$79,900	\$81,600
1F	\$70,000	\$77,000	\$81,500	\$83,200	\$84,900
1G	\$73,000	\$80,300	\$84,800	\$86,500	\$88,200
1H	\$76,000	\$83,600	\$88,100	\$89,800	\$91,500
1I	\$79,000	\$86,900	\$91,400	\$93,100	\$94,800
1J	\$82,000	\$90,200	\$94,700	\$96,400	\$98,100
1K	\$85,000	\$93,500	\$98,000	\$99,700	\$101,400
1L	\$88,000	\$96,800	\$101,300	\$103,000	\$104,700
1M	\$91,000	\$100,100	\$104,600	\$105,300	\$107,000
1N	\$94,000	\$103,400	\$107,900	\$108,600	\$109,300
1O	\$97,000	\$106,700	\$111,200	\$111,900	\$112,600
1P	\$100,000	\$110,000	\$114,500	\$114,200	\$114,900
1Q	\$103,000	\$113,300	\$117,800	\$117,500	\$117,200
1R	\$106,000	\$116,600	\$121,100	\$120,800	\$120,500
1S	\$109,000	\$119,900	\$124,400	\$123,100	\$122,800
1T	\$112,000	\$123,200	\$127,700	\$126,400	\$125,100
1U	\$115,000	\$126,500	\$131,000	\$129,700	\$128,400
1V	\$118,000	\$129,800	\$134,300	\$133,000	\$131,700
1W	\$121,000	\$133,100	\$137,600	\$136,300	\$135,000
1X	\$124,000	\$136,400	\$140,900	\$139,600	\$138,300
1Y	\$127,000	\$139,700	\$144,200	\$142,900	\$141,600
1Z	\$130,000	\$143,000	\$147,500	\$146,200	\$144,900
<b>Grade 2</b>					
2A	\$70,000	\$77,000	\$80,000	\$81,000	\$82,000
2B	\$73,000	\$80,300	\$83,300	\$85,000	\$86,000
2C	\$76,000	\$83,600	\$86,600	\$88,300	\$90,000
2D	\$79,000	\$86,900	\$89,900	\$91,600	\$93,300
2E	\$82,000	\$90,200	\$93,200	\$94,900	\$96,600
2F	\$85,000	\$93,500	\$96,500	\$98,200	\$99,900
2G	\$88,000	\$96,800	\$99,800	\$101,500	\$103,200
2H	\$91,000	\$100,100	\$103,100	\$104,800	\$105,500
2I	\$94,000	\$103,400	\$106,400	\$107,100	\$108,800
2J	\$97,000	\$106,700	\$109,700	\$110,400	\$111,100
2K	\$100,000	\$110,000	\$113,000	\$113,700	\$113,400
2L	\$103,000	\$113,300	\$116,300	\$116,000	\$116,700
2M	\$106,000	\$116,600	\$119,600	\$119,300	\$119,000
2N	\$109,000	\$119,900	\$122,900	\$122,600	\$122,300
2O	\$112,000	\$123,200	\$126,200	\$124,900	\$124,600
2P	\$115,000	\$126,500	\$129,500	\$128,200	\$126,900
2Q	\$118,000	\$129,800	\$132,800	\$131,500	\$130,200
2R	\$121,000	\$133,100	\$136,100	\$134,800	\$133,500
2S	\$124,000	\$136,400	\$139,400	\$138,100	\$136,800
2T	\$127,000	\$139,700	\$142,700	\$141,400	\$140,100
2U	\$130,000	\$143,000	\$146,000	\$144,700	\$143,400
2V	\$133,000	\$146,300	\$149,300	\$148,000	\$146,700
2W	\$136,000	\$149,600	\$152,600	\$151,300	\$150,000
2X	\$139,000	\$152,900	\$155,900	\$154,600	\$153,300
2Y	\$142,000	\$156,200	\$159,200	\$157,900	\$156,600
2Z	\$145,000	\$159,500	\$162,500	\$161,200	\$159,900
<b>Grade 3</b>					
3A	\$85,000	\$93,500	\$95,000	\$96,000	\$97,000
3B	\$88,000	\$96,800	\$98,300	\$100,000	\$101,000
3C	\$91,000	\$100,100	\$101,600	\$103,300	\$104,000
3D	\$94,000	\$103,400	\$104,900	\$105,600	\$107,300
3E	\$97,000	\$106,700	\$108,200	\$108,900	\$109,600
3F	\$100,000	\$110,000	\$111,500	\$112,200	\$112,900
3G	\$103,000	\$113,300	\$114,800	\$114,500	\$115,200
3H	\$106,000	\$116,600	\$118,100	\$117,800	\$117,500
3I	\$109,000	\$119,900	\$121,400	\$121,100	\$120,800
3J	\$112,000	\$123,200	\$124,700	\$123,400	\$123,100
3K	\$115,000	\$126,500	\$128,000	\$126,700	\$125,400
3L	\$118,000	\$129,800	\$131,300	\$130,000	\$128,700
3M	\$121,000	\$133,100	\$134,600	\$133,300	\$132,000
3N	\$124,000	\$136,400	\$137,900	\$136,600	\$135,300
3O	\$127,000	\$139,700	\$141,200	\$139,900	\$138,600
3P	\$130,000	\$143,000	\$144,500	\$143,200	\$141,900
3Q	\$133,000	\$146,300	\$147,800	\$146,500	\$145,200
3R	\$136,000	\$149,600	\$151,100	\$149,800	\$148,500
3S	\$139,000	\$152,900	\$154,400	\$153,100	\$151,800
3T	\$142,000	\$156,200	\$157,700	\$156,400	\$155,100
3U	\$145,000	\$159,500	\$161,000	\$159,700	\$158,400
3V	\$148,000	\$162,800	\$164,300	\$163,000	\$161,700
3W	\$151,000	\$166,100	\$167,600	\$166,300	\$165,000
3X	\$154,000	\$169,400	\$170,900	\$169,600	\$168,300
3Y	\$157,000	\$172,700	\$174,200	\$172,900	\$171,600
3Z	\$160,000	\$176,000	\$177,500	\$176,200	\$174,900

## APPENDIX 2: BARGAINING UNIT PAY INCREASES

Current Staff	Current High Cost City	Current Grade	Current	New Grade Upon Ratification	Salary upon Ratification 12/1/2024	12/1/2025	12/1/2026
<b>Arielle</b>	N	3G	\$103,000	3I	\$121,400	\$123,400	\$125,400
<b>Gaby</b>	Y	3D	\$103,400	3E	\$108,200	\$112,200	\$115,200
<b>Veronica</b>	Y	3H	\$116,600	3I	\$121,400	\$123,400	\$125,400
<b>Ramah</b>	Y	4F	\$117,700	3J	\$124,700	\$126,700	\$128,700
<b>Bianca</b>	Y	4D	\$114,400	3I	\$121,400	\$123,400	\$125,400
<b>Francisco</b>	Y	3H	\$116,600	3I	\$121,400	\$123,400	\$125,400
<b>Maryam</b>	N	3E	\$97,000	3F	\$111,500	\$114,500	\$117,500
<b>Jessica</b>	Y	2F	\$93,500	2G	\$99,800	\$104,800	\$108,800
<b>Sandra</b>	N	3H	\$106,000	3I	\$121,400	\$123,400	\$125,400
<b>Kena</b>	Y	2C	\$83,600	2D	\$89,000	See Kena Gilmour Side Letter	

Signed by:

Maryam Arain

12/3/2024

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Maryam Arain  
Union Representative

Date

Signed by:

Gabriela Noa Betancourt

12/3/2024

5F448D4329B148B

Gabriela Noa Betancourt  
Union Representative

Date

Signed by:

Ramah Kudaimi

12/3/2024

F3090F36A7B0451...

Ramah Kudaimi  
Union Representative

Date

DocuSigned by:

Saqib Bhatti

12/3/2024

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Saqib Bhatti  
Executive Director  
ACRE

Date