AGREEMENT

between

AccessMatters

and

The NewsGuild of Greater Philadelphia,
Communication Workers of America Local 38010

_____, 2023

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ARTICLE 1. GUILD RECOGNITION

AccessMatters (the "Employer") recognizes the NewsGuild of Greater Philadelphia, TNG CWA Local 38010 (the "Guild") as the sole collective bargaining representative of all members of the Bargaining Unit in respect to rates of pay, wages, hours of employment and/or other conditions of employment.

ARTICLE 2. COVERAGE

Section 1. Bargaining Unit

The bargaining unit shall be as defined in the Recognition Agreement entered into by the parties in December 2020 and appended hereto as Appendix I except that Community Engagement Coordinator, Junior Accountant, Monitoring and Reporting Analyst, and Staff Accountant shall be added to the list of positions included.

Section 2. New Positions

If Employer creates a new position that it maintains is outside the bargaining unit and the Guild disagrees, the parties shall discuss the matter in an effort to reach agreement. If the parties are unable to reach agreement as to whether a position should be included in the bargaining unit, the Guild will have recourse to the grievance and arbitration procedure set forth in Article 8.

ARTICLE 3. UNION RIGHTS

Section 1. Stewards

For the purpose of representing its members, the Guild will designate up to three unit members as Stewards. The Guild will furnish the Employer with the names of such members and will promptly notify the Employer in writing of any change in Stewards.

Section 2. Conduct of Guild Business by Bargaining Unit Member Representatives

Subject to the grievance and arbitration procedures set forth in Article 8 and the operational needs of Employer, members designated in writing as Guild Stewards shall be granted, on reasonable advance notice to Employer, reasonable periods of time during working hours to present any grievance(s) and to administer this Agreement. Where Employer cannot accommodate a Steward's participation in a grievance or other matter at a particular time due to operational needs, the parties shall work cooperatively to reschedule such grievance or other matter to a mutually agreeable time if possible. The Guild shall notify Employer in writing of all member designees under this section.

Section 3. Bargaining Committee

Up to five bargaining unit-member representatives of the Bargaining Committee may be excused from work without loss of pay to participate in bargaining sessions (including caucuses during bargaining sessions) conducted during regular business hours. The Guild shall notify Employer of the member representatives of the Bargaining Committee prior to the commencement of bargaining.

Section 4. Bulletin Boards

To facilitate communication with bargaining unit members, the Guild shall be provided with suitable bulletin board space, where practicable, for the posting of notices and information concerning Guild activities.

ARTICLE 4. INFORMATION PROVIDED TO THE GUILD

Section 1. Quarterly Information

Employer will furnish the Guild within 30 calendar days of the close of each calendar quarter, the following information for each bargaining unit member during such quarter:

1. Name
2. Hire date
3. Job title
4. Department
5. Full- or part-time status
6. FLSA classification
7. Rate of pay

All information provided shall be as of the last day of the relevant quarter.

Section 2. Changes to the Staff

For each bargaining unit member, Employer shall notify, within fifteen (15) business days, the Guild of:

1. New hires, including all the information required in Section 1 as well as the following:
    a. Home address
    b. Date of birth

c. Pronouns (if the bargaining unit member voluntarily provided such information on new hire forms during onboarding)

d. Ethnicity (if the bargaining unit member voluntarily provided such information on new hire forms during onboarding)

e. Race (if the bargaining unit member voluntarily provided such information on new hire forms during onboarding)

f. Gender identity (if the bargaining unit member voluntarily provided such information on new hire forms during onboarding)

2. Any resignations, terminations, retirements, and/or deaths

3. Changes in job title

4. Changes in salary including nature of change (*e.g.*, market adjustment, cost of living increase, etc.)

5. Material changes in job descriptions and job responsibilities

6. Changes in full- or part-time status

7. Changes in FLSA classification

8. Changes in department

9. Changes in supervision (other than those expected to be temporary due to absence or vacancy)

ARTICLE 5. ACCESS TO PERSONNEL FILES/INFORMATION

Section 1. Maintenance of Files

Employer shall maintain employee personnel files as defined in 43 P.S. § 1321. 43 P.S. § 1321 defines "personnel file" as follows:

> "If maintained by the employer, any application for employment, wage or salary information, notices of commendations, warning or discipline, authorization for a deduction or withholding of pay, fringe benefit information, leave records, employment history with the employer, including salary information, job title, dates of changes, retirement record, attendance records and performance evaluations. The term 'personnel file' shall not include records of an employee relating to the investigation of a possible criminal offense, letters of reference, documents which are being developed or prepared for use in civil, criminal or grievance procedures, medical records or materials which are used by the employer to plan for future operations or information available to the employee

under the Fair Credit Reporting Act (84 Stat. 1127-1136, 15 U.S.C. § 1681 et seq.)."

Section 2. Member Access to Files

Members and the Guild may access member personnel files in accordance with 43 P.S. § 1322. Express member authorization is required in order for Employer to provide the Guild with information protected by the Health Insurance Portability and Accountability Act (HIPAA).

43 P.S. § 1322 provides as follows:

> "An employer shall, at reasonable times, upon request of an employee, permit that employee or an agent designated by the employee to inspect [their] own personnel files used to determine [their] own qualifications for employment, promotion, additional compensation, termination or disciplinary action. The employer shall make these records available during the regular business hours of the office where these records are usually and ordinarily maintained, when sufficient time is available during the course of a regular business day, to inspect the personnel files in question. The employer may require the requesting employee or the agent designated by the employee to inspect such records on the free time of the employee or agent. At the employer's discretion, the employee may be required to file a written form to request access to the personnel file or files or to indicate a designation of agency for the purpose of file access and inspection. This form is solely for the purpose of identifying the requesting individual or the designated agent of the requesting individual to avoid disclosure to ineligible individuals. To assist the employer in providing the correct records to meet the employee's need, the employee shall indicate in [their] written request, either the purpose for which the inspection is requested, or the particular parts of [their] personnel record which [they] wish[] to inspect or have inspected by the employee's agent."

Section 3. Confidentiality of Files

The Guild and Employer affirm their commitment to maintain the confidentiality of member personnel files in accordance with applicable law.

ARTICLE 6. GUILD SECURITY AND DUES, FEES DEDUCTION

Section 1. Guild Members in Good Standing

It shall be a condition of employment that all employees of the Employer in the bargaining unit referred to in Article 2 who are members of the Guild in good standing on the effective date of this Agreement shall remain members in good standing. All new employees in the bargaining unit shall on the 31st day following their first day of work become and remain members in good standing in the Guild, or become "fair share" contributors to the Guild. The provisions of this Article shall be effective, implemented, and administered in accordance and consistent with applicable provisions of federal and state laws.

Section 2. Dues

All bargaining unit members, whether newly hired, rehired, or returned to the bargaining unit, must, as of the 31st day following their first day of work, pay any applicable dues and initiation fees or agency/"fair share" fees to the Guild and any interest charges that may be set by the Guild for late payment of any such dues and fees.

Effective with the second complete pay period starting after Employer's receipt of an individual written Assignment and Authorization form ("Authorization") from a bargaining unit member for the deduction from payroll for Guild dues and/or fees, Employer will honor such Authorization and deduct each pay period from the earnings of such bargaining unit member, and pay to the Guild each month, the amounts so authorized. Such amounts shall be deducted from the bargaining unit member's wages in accordance with the Guild's schedule of rates furnished to the Employer by the Guild, which may be amended by the Guild at any time. Employer shall make deductions pursuant to such amended schedule beginning in the first complete pay period starting at least thirty (30) days after Employer's receipt of notice of such amendment; provided that Employer shall have no obligation to implement more than one schedule change per 12-month period. A bargaining unit member's Authorization shall remain effective in accordance with the terms of such Authorization.

Section 3. Dues revocations

Deductions authorized by a bargaining unit member shall be irrevocable except in accordance with the terms under which a bargaining unit member voluntarily authorized said deductions. Revocations are to be processed by the Guild, which will notify Employer in writing if a bargaining unit member revokes their Authorization. Employer will cease processing deductions effective the second complete pay period starting after (i) the effective date of the revocation or (ii) Employer's receipt of notice of the revocation from the Guild, whichever is later.

Section 4. Form for Dues Deduction

Authorizations pursuant to Section 2 shall be made upon the form in Appendix II.

Section 5. Indemnification

The Guild agrees to indemnify and hold the Employer harmless from any and all claims, suits, judgments, attachments, and any other liability which may arise from the Employer's implementation of this Article. If an incorrect deduction is made and submitted to the Guild, the Guild shall refund any such amount directly to the involved bargaining unit member.

ARTICLE 7. SUPPORT CAUCUSES

Support Caucuses (SCs), whether standing or ad hoc, are a powerful way to build community, support all of Employers' staff members with similar identities, and support our workplace culture and environment. From time to time, SCs may be tasked with providing recommendations to the Employer relating to our work and workplace.

Participation in SCs is purely voluntary. SCs will be open to all employees. Employees will have the ability to self-select into and out of SCs. Employer shall permit SCs to utilize the Employer's space (conference room, conference line, Zoom, email and/or Slack) for SC-related purposes only and subject, at all times, to availability in light of Employer's operational needs, which shall take precedence. Time spent in SCs is considered work time up to 4 hours per month, provided that where SCs are engaged in specific tasks at the request of the Employer, the parties will discuss and agree in advance if additional work time should be approved.

SCs may be initiated at the request of Employer, or by any employee through an application process that will be overseen by Employer's Senior Management Team (SMT). Within 3 months of ratification of this Agreement, the SMT will notify all employees via email of the start of the application process and the purpose of SCs under this Article 7. Thereafter, the SMT will review SC applications on a rolling basis within two regularly scheduled SMT business meetings of their submission. Applications should present the proposed SC's title and identity affiliation, the way in which it proposes to support employees, and the way in which it proposes to advance Employer's work and/or workplace. Decisions on SC applications will be shared in writing with applicants within 10 business days of the SMT meeting during which they are made and, for any declinations, will include a rationale. The decision of the SMT with respect to recognition of SCs is final for that fiscal year. Declined SC applicants may reapply the following fiscal year. If approved, SCs will be established for two years, and may reapply for approval again thereafter.

The Employer will provide a total budget of up to $1,500.00 per fiscal year to support work by established SCs (the SC Pool). Established SCs may submit to the Chief Operations Officer (COO) a budget request that outlines proposed expenses and the goals and anticipated outcomes of the proposed project, initiative, or expenditure for which funds are sought. Established SCs may submit known budget requests by May 15 for the following calendar year. The COO, in consultation with SMT, will review and respond to such requests and allocate up to the total SC Pool through this process by June 15. SCs recognized thereafter may apply for funds from the SC Pool for that fiscal year, if any remain available. The decision of the COO with respect to SC budget requests is final. Any additional support for SC programming is at the sole discretion of Employer.

Employer's decisions with respect to approval of and budgeting for SCs are not subject to the grievance procedures under Article 8.

ARTICLE 8. GRIEVANCE PROCEDURE

Section 1. Avoidance of Grievances

The parties shall strive to resolve all grievances in good faith. The parties' intent is to act reasonably to attempt to expeditiously resolve all issues prior to the initiation of the formal grievance process or, if a grievance is filed, at the lowest possible step. Before resorting to the grievance procedure, members are encouraged to discuss complaints and problems with their direct supervisors directly. Where such discussion has been unproductive, the member may, if desired, also request a meeting with their supervisor and a Steward in an attempt to resolve the issue prior to it becoming a written grievance.

Section 2. Grievance Procedure

Except as explicitly excluded from this Article under the terms of this Agreement, if a grievance or misunderstanding shall arise as to the meaning or application of this Agreement or compliance with its provisions, an earnest effort will be made to settle the matter promptly as follows:

Step 1.

1) Within five (5) business days after a Guild officer or representative of the Guild learns, or should have learned, of an event giving rise to a grievance, the Guild or the aggrieved member(s) will notify the Vice President of Human Resources in writing of the nature of the violation, the provision(s) of the Agreement alleged to be violated, and the remedy requested.

2) The Vice President of Human Resources will respond to the Guild and the aggrieved member(s) in writing within ten (10) business days.

3) The Guild and any aggrieved member(s) will then have ten (10) business days in which to respond in writing as to whether they consider Employer's "Step 1 response" sufficient to resolve the grievance.

4) If the Guild and any aggrieved member(s) do not believe the grievance to have been resolved, they will proceed to Step 2.

Step 2.

1) If no resolution is reached in Step 1, the Vice President of Human Resources and another representative of the Employer's choosing will meet with no more than three (3) members of the Guild (inclusive of the aggrieved member) to further discuss and attempt to resolve the grievance.

2) Within ten (10) business days of such meeting, the Employer will provide the Guild with any further written response to the grievance or advise the Guild in writing that its position is unchanged.

3) If the Guild and any aggrieved member(s) do not believe the grievance to have been resolved, they will proceed to Step 3.

Step 3. Mediation

1) Within ten (10) business days of Employer's Step 2 response, the parties may, by mutual agreement, submit the grievance to non-binding mediation with the Federal Mediation and Conciliation Service (FMCS).

2) If the parties do not agree to non-binding mediation, they will proceed to Step 4.

3) The parties will attempt to mediate the grievance within 15 business days of agreeing to mediation.

4) Within fifteen (15) business days of the conclusion of the mediation, if either party is dissatisfied with the outcome of the mediation, the Guild or the Employer may file a demand for arbitration with the American Arbitration Association (AAA).

5) If the parties do not agree to mediation as outlined in Step 3, the Guild may submit a demand for arbitration with the AAA within fifteen (15) business days of the parties' decision not to mediate.

Step 4. Arbitration

If, upon initiation of arbitration, the parties cannot agree on an impartial arbitrator, then an arbitrator will be selected in accordance with Labor Arbitration Rules of the AAA then in effect.

All joint costs of such arbitration (for example, any AAA fees, the fees and expenses of the arbitrator, and hearing room costs) shall be borne equally by the parties, except that no party shall be obligated to pay any part of the cost of a stenographic transcript without its express consent.

Either party may request arbitration under the AAA Expedited Labor Arbitration Procedures where the matter grieved is suspension or discharge.

No more than one grievance shall be submitted to the same arbitrator at a single hearing, except by mutual agreement of the parties.

Section 3. Employer Grievance

If there is a dispute between the parties in which the Employer believes that the Guild has violated this Agreement, the Employer will so inform the Guild in writing. The parties will then appoint a panel of equal numbers of representatives (not to exceed three from each party, except by mutual agreement) to discuss and attempt to resolve the dispute. If the parties cannot resolve the dispute, the parties may agree to submit the dispute to mediation with FMCS pursuant to Step 3 above, with the Employer having the right thereafter to demand arbitration pursuant to Step 4 if mediation is not agreed to or is unsuccessful.

Section 4. Arbitrator's Authority

Jurisdiction and authority of the arbitrator to make an award shall be confined to the interpretation or application of the provisions of this Agreement. The arbitrator shall not have jurisdiction or authority to make an award which has the effect of amending, altering, enlarging or ignoring any provision of this Agreement.

ARTICLE 9. RACIAL JUSTICE, EQUITY AND INCLUSION

Section 1. Nondiscrimination

The Guild commits to a firm policy of nondiscrimination on the basis of age, race, ethnicity, color, legal sex, pregnancy, religion, national origin, citizenship, immigration status, military status, veteran status, disability, body size, sexual orientation, gender identity, gender expression, marital status, parental status, family status, caregiver status, union membership, or any other characteristic protected by applicable local, state or federal nondiscrimination laws.

Employer is committed to ensuring equal employment opportunity and will not engage in or tolerate discrimination (including any form of unlawful harassment or retaliation) on account of a person's age, race, ethnicity, color, legal sex, pregnancy, religion, national origin, citizenship, immigration status, military status, veteran status, disability, height, weight, sexual orientation, gender identity, gender expression, marital status, parental status, family status, caregiver status, union membership, or any other characteristic protected by applicable local, state or federal nondiscrimination laws.

For purposes of "family status" herein, "family" is defined to include both: a) any individual who would constitute a "family member" within Philadelphia's Promoting Healthy Families and Workplaces Ordinance § 9-4103(8), and b) any individual who regularly resides in the employee's home (not including renters or other tenants), or where the relationship creates an expectation that the employee care for the individual and the individual depends on the employee for care, or where the relationship creates an expectation that the individual care for the employee and the employee depends on the individual for care.[1]

Section 2. Promoting a Safe and Inclusive Workplace

The Employer will not tolerate discrimination or harassment of members (whether by supervisors, coworkers or third parties, such as vendors or consultants). Furthermore, the Employer absolutely prohibits retaliation against any person who, in good faith, reports a possible violation of the contract or participates in an investigation into such behavior.

Examples of prohibited behaviors under this Section include, but are not limited to: (1) unwelcome sexual advances, requests for sexual favors, and other verbal, visual or physical conduct of a sexual nature; (2) the use of epithets, slurs, negative stereotyping, microaggressions, derogatory or insensitive jokes, pranks, or comments based on any of the characteristics identified in Section 1; (3) abuse of authority; and (4) bullying.

In addition to protecting against the above, Employer also wants to foster an environment where toxic behaviors are identified early and addressed effectively. This includes recognition of the

[1] This definition of "family" and/or "family member" will apply only to this Article 9 and such other provisions in this Agreement where it is expressly incorporated by reference. Further, the parties agree that this definition of "family" is not intended to, and will not be deemed to, substitute for or replace any definition of "family" or "family member" under any otherwise applicable federal, state or local law or under any plan document(s) governing any employee benefit.

complexities presented by intersectional identities and other power dynamics at play in impacted relationships.

Examples of toxic behavior include but are not limited to: commentary which tokenizes or "others" an individual in a subordinate position and/or due to marginalized identity, use of language which reinforces stereotypes or is otherwise associated with historical or social oppression, and/or otherwise disrespectful behavior from supervisors or colleagues, such as but not limited to t consistent and ongoing interruptions or talking over others in meetings. If a member of the bargaining unit believes they have experienced behavior in violation of this Article 9, the parties will follow the process set forth in Appendix III.

Section 3. Recruiting and Retaining Black, Indigenous, and Other Staff of Color

No later than September 30 of each year, the Employer will release to the Guild and the Employer's Board of Directors an annual report on the demographics of all new hires into, promotions within, and separations from the bargaining unit for the prior fiscal year (to the extent such information is available to Employer pursuant to Article 4, Section 2(1)(d)-(e)). In the first year of this Agreement, regardless of the foregoing, Employer will release such report on the date above or six (6) months from ratification, whichever occurs later.

The interview process will include discussion of Employer's organizational commitment to address racial justice and equity and become an anti-racist organization. Onboarding will include anti-racism training modules.

Section 4. Fostering a Culture of Accountability to Build an Anti-Racist Workplace

No later than September 15 of each year, Employer will release to its staff and Board of Directors an annual report on its racial justice and equity work during the prior fiscal year, as well as publish a summary of that report on Employer's website. In the first year of this Agreement, regardless of the foregoing, Employer shall have no obligation to release such report and summary until the date set forth above or six (6) months from ratification, whichever occurs later.

Section 5. Commitment to Ongoing Education in Racial Justice, Equity, and Inclusion

Annual training opportunities will continue to be provided to facilitate staff knowledge and skills for centering and advancing racial justice, equity, and inclusion to build an anti-racist workplace. The Employer is committed to developing a more cohesive and consistent approach to annual training, assessing the need for updates annually. No later than March 15 of each year, Employer will develop a training plan for the following fiscal year, inviting timely recommendations and input from bargaining unit members and management.

Training topics may include white supremacy, racism within the US and within sexual and reproductive healthcare, microaggressions, and repair models.

Employer may utilize internal or external trainers for such work, and will provide attendees the opportunity to evaluate all trainings in an effort to ensure they are meeting staff needs and their desired objectives.

If bargaining unit members identify anti-racist training outside of that provided by Employer that they wish to participate in during their scheduled work hours, they should discuss it first with their immediate supervisor and then with the Vice President of Human Resources. If the Vice President of Human Resources approves a member to attend such outside anti-racism training, attendance at such training will count as work hours.

Section 6. Supporting a More Inclusive Workplace for Staff with Disabilities

Within six (6) months of the ratification of this Agreement or a full-time return to the office, whichever occurs later, the Employer will engage a consultant to gather voluntary feedback from members, centering those with self-identified disabilities, about work-related accessibility experiences, and to provide recommendations to Employer to support a culture and workspace that are accessible and inclusive for staff with disabilities. The consultant's report will be provided to the Guild and made available to all members upon request.

The Employer will continue to make its workspace accessible and ensure that all members are aware of the general process for requesting reasonable accommodations and assessing requests for reasonable accommodations.

Section 7. Supporting a More Inclusive Workplace for LGBTQ+ Staff

All members shall have the option to self-select their pronouns in Employer's ADP system at onboarding and to change their selections thereafter, including the option not to select any pronouns. No member shall be compelled to select pronouns. For members who select pronouns in Employer's ADP system, the Employer will include those pronouns on appropriate office signs, business cards, member name tags for internal and external events, and on other event materials if staff names are listed; provided that Employer shall have no obligation under this Section 9 to ensure the content of name tags and other event materials prepared by third parties.

Within six (6) months of ratification of this Agreement, HR will establish a process for members who go through a legal name change to request that their name be updated in all workplace materials (*e.g.*, digital communication platforms, printed office materials and publications, workplace equipment, email, etc.) to the extent possible. To the extent reasonably possible, the Employer will also honor member requests to use a preferred name, even if it is not their legal name. Notwithstanding the foregoing, nothing in this Section 7 is intended or shall be construed to require the Employer to violate any record retention or other legal obligation with respect to member benefit or other personnel records.

When using Rainbow Pride Flag imagery for official Employer events, materials, signage, and/or merchandise and/or in attendance at rallies, parades, or other events, the Employer will use the Pride flags recommended annually by any LGBTQ+ Support Caucus then in existence.

Section 8. Supporting a More Size-Inclusive Workplace

Within six (6) months of the ratification of this Agreement, the Union may provide recommendations to the Employer and the Guild as to how the Employer can build a more inclusive workplace for staff of all sizes.

Neither the Employer nor Workplace Well-being Committee will endorse diet culture via the promotion of activities, contests, or "wellness programs" that encourage and/or incentivize members on the basis of weight-related "achievements" (e.g. weight loss, reduction in BMI, diet-related goals, etc.). The Employer will ensure that all physical spaces designated for use by members of varied sizes are accommodating and accessible. At a minimum, the Employer will follow these guidelines:

- Inform current bargaining unit members, and inform new bargaining unit members upon hire, that size-accessible seats are available for their office desks should they wish to have one.

- Ensure that the small office conference rooms each have at least two (2) size-accessible seats and that the main conference room and lunch room each have at least four (4) size-accessible seats.

- Conduct any in-person interviews in a room where a candidate may select a size-accessible seat.

- Upon hiring, each new member will be shown the office chair currently at their desk, and offered the opportunity to select a new one from the Employer's approved selections if the current one does not feel size-accessible to them.

- Each bathroom available to the Employer members must have at least one size-accessible private stall. A private stall meeting ADA standards for disability accessibility will be considered a size-accessible private stall.

When ordering Employer-branded clothing (*e.g.*, t-shirts printed with AccessMatters logos), the Employer will offer members size options from XS through 6X.

When creating new visual messaging, marketing materials, advertisements, and other client-facing materials featuring multiple individuals, the Employer will make reasonable efforts to ensure that such materials include a diversity of body sizes. This requirement applies only to such materials created by Employer, and excludes materials provided by funding sources, partner agencies, or other third parties.

When bargaining unit members must travel for work and where the rules of the relevant carrier require either the purchase of an additional seat or an upgrade to a larger seat for safe travel, the Employer will cover the cost of the purchase of the second seat or the upgrade, whichever is less. When travel arrangements are being coordinated on behalf of member, the member must make any necessary accommodation requests in writing to individual making arrangements.

When organizing events outside of Employer's office space, the Employer will make reasonable efforts to prioritize venues that offer size-accessible facilities, (*e.g.*, size-accessible seating, bathrooms, and entry/exit).

For purposes of this Section 10, a "size-accessible seat" is one that:

- Is without arms
- Has seat size of approximately 22.25"W x 20.75"D and a back size of approximately 23"W x 23"H
- Has overall size of 44.75"H x 27"W x 30.25"D)
- Is height adjustable between approximately 19.5 to 23.5"
- Accommodates at least 450 lbs
- Has a padded seat

ARTICLE 10. IMMIGRANT RIGHTS

Section 1. Union Notification

In the event the Employer becomes aware of a question as to whether a member is legally authorized to work in the United States, the Employer shall notify the member within one (1) business day. Such notice shall include a statement that the member has the right to seek advice/assistance from the Guild and/or the AccessMatters Union if the member wishes to do so and shall include the following contact information: Bill Ross, Executive Director TNG-CWA Local 38010 (bross@local-10.com; (267) 240-8540 cell; (215) 928-0118 office).

Section 2. Updating Information

The Employer may not discharge or in any manner discriminate, retaliate, or take any adverse action against a member because the member updates or attempts to update their personnel records to reflect accurate changes to their lawful name or valid Social Security number.

Notwithstanding the foregoing, nothing in this Section 2 shall (a) preclude the Employer from taking disciplinary action against a member who knowingly provided false information to the Employer at any time during their employment or (b) require the Employer to continue the employment of a member under a name or Social Security number it knows to be invalid or inaccurate.

Section 3. Social Security No-Match

Upon receipt of a "no match" letter from the Social Security Administration, the Employer will provide a copy of the notice to any referenced member, along with a statement that the member may seek advice/assistance from the Guild and/or the AccessMatters Union if the member wishes to do so and shall include the following contact information: Bill Ross, Executive Director TNG-CWA Local 38010 (bross@local-10.com; (267) 240-8540 cell; (215) 928-0118

office). As applicable, the Employer will redact from the notice to each referenced member information pertaining to any other referenced member or other employee.

Where following receipt of a no-match letter the Employer identifies an input or reporting error on its part, the Employer will take appropriate steps to report corrected information and to update the referenced member(s) as to the steps taken.

Where the Employer does not identify any input or reporting error on its part, the referenced member(s) will be required to timely cooperate with the Employer to confirm if the Employer's records accurately reflect the referenced member's name and social security number (SSN). If an error is discovered, the Employer will take steps (1) to report the corrected information provided by the member, if and to the extent the Employer is permitted to do so, and to update the member(s) as to the steps taken and/or (2) to advise the referenced member(s) as to their responsibility to address the reported no-match. If, following a member's cooperation, no error is discovered, the referenced member(s) shall be solely responsible, and shall be provided a reasonable amount of time not to exceed eight (8) federal government working days, to address the reported no-match. If a member is unable to resolve a no match in such time period, the member shall be placed on unpaid leave pursuant to Section 4 below.

Alternatively, if the member does not intend to take any action to address the reported no-match, they shall advise the Employer of that within five (5) working days of being notified by the Employer of their responsibility to do so. A member who advises the Employer that they do not intend to address the no-match shall be subject to immediate termination and shall not be entitled to any period of leave under Section 4 below.

A "no match" letter from the Social Security Administration shall not itself constitute a basis for taking adverse employment action against a member, including firing, laying off, suspending, retaliating, or discriminating against any such member.

Section 4. Expiration of Documents

As applicable, the Employer will work with members to issue letters providing anticipated employment start and end dates in connection with grant or project periods if needed for renewal of their visa applications.

If a member's work authorization (including any automatic extensions thereof) has expired or if the Employer otherwise determines a member's legal authorization to work in the United States is in question, the affected member shall be placed on unpaid leave for a period not to exceed 90 days during which time they may attempt to resolve their status.

During any such leave, the member shall be permitted to use available paid time off, if any, at the Employer's sole discretion. If the member's status is resolved within such 90-day period such that Employer is legally permitted to employ the member, the member shall return to their former position without loss of seniority. If the member's status is not resolved within such 90-day period, the member's employment with Employer shall be automatically terminated as of the 91st day following the start of their leave. If the member's status is resolved within such 90-day period such that the Employer is *not* legally permitted to employ the member, the member's employment with Employer shall be terminated as of the date of such resolution (or as of such

other date as Employer determines is appropriate in order to comply with any applicable law or regulation). If a member who is terminated hereunder notifies the Employer in writing within the 90-day period immediately following the effective date of their termination that they have resolved their status such that the Employer determines it is legally permitted to employ the member, the Employer shall offer to rehire the member in their previous position provided the Employer is seeking to fill such position, the member's position remains open as of the date such notice is received by the Employer, and the member was not subject to any disciplinary action under Article 21 in the last six months of their employment prior to being placed on leave. For purposes hereof, a member's position shall not be considered open if the Employer has made an offer that was accepted or made an offer as to which the date to accept has not passed.

Section 5. Law Enforcement Cooperation

Except in an emergency or as otherwise required by applicable law, the Employer's practice will be to require any federal, state or local law enforcement to present a signed warrant prior to entering any non-public area(s) of Employer's work place.

Section 6. Legal Compliance

Nothing in this Article 11 shall be deemed to require the Employer to continue the employment of a member (including placement on paid or unpaid leave) if it determines it is prohibited from doing so by federal law or regulation.

Section 7. No Severance

A member terminated under this Article 11 shall not have any right to severance pay under Article 19.

ARTICLE 11. FAMILY FRIENDLY WORKPLACE

Section 1. Safe Place for Pumping During Work Hours

Employer will designate a space for employees, including members, who are pumping. This space shall be cleaned, disinfected, and maintained in the same manner as Employer's other office space. Disinfectant supplies will be provided at the expense of the Employer and made available for members to use to sanitize the space after pumping. The space shall be equipped with, at a minimum, the following: a refrigerator, multiple electric outlets, a white noise machine, and a chair. The space will have a door that locks. While this space will be available to all employees for personal wellness, employees who are pumping will have priority and the ability to reserve blocks of time in advance.

All supervisors will accommodate reasonable breaks for their staff who need to pump. Staff will not be asked or expected to work while they are pumping. The time required to pump shall not count against a member's allotted lunch break, and members shall be paid for this time.

Except as otherwise expressly provided herein, the Employer will adhere to all federal, state or local law with respect to break time and/or other accommodations of employees who are pumping.

Section 2. Flexibility for Caregivers Remote Work Benefit

A member with primary caregiving responsibility for an infant shall be permitted to work on a fully remote basis until the infant has reached six (6) months of age, and therefore shall be exempt from performing in-office or in-field tasks that would otherwise be expected of that position during this period.

Members who are primary caregivers for one or more other family members (as "family member" is defined in Article 9, Section 1) shall be permitted to work up to a total of one (1) month on a fully remote basis during any calendar year and provided that there must be at least three (3) months in between such remote work periods. This remote work benefit must be used in minimum increments of one week.

This benefit does not accrue and cannot be rolled over from year to year. To the extent possible, members who anticipate a need for this benefit shall provide 30 days' advance written notice to the Vice President of Human Resources and their immediate supervisor of their intent to work remotely in accordance with this Section 2, along with the anticipated start and end dates for such remote work period. If it is not possible to provide 30 days' advance notice, a member shall provide as much notice as possible. A member who wishes to change the anticipated end date for a remote work period may do so by providing 30 days' written notice to the Vice President of Human Resources and their immediate supervisor (provided that any such change in the anticipated end date may not result in the member exceeding the maximum remote work period allowed under this Section 2).

At least one (1) week in advance of starting any scheduled remote work period, a member shall provide to their immediate supervisor for review (a) a transition plan for work, if any, that will need to be shifted or modified during their remote work period or (b) their assessment that no work will need to be shifted or modified during their remote work period. In circumstances where a member did not have advance notice of their need for this remote work benefit and therefore cannot provide a transition plan or assessment that no transition plan is needed to their immediate supervisor a week in advance, the member shall provide such transition plan or such notice as soon as possible. Such plan or assessment shall be subject to adjustment as the member's immediate supervisor deems appropriate in light of operational needs both prior to, and during, any period of remote work. Any shifting or modification of work duties related to this Section 2 shall not be subject to the provisions of Article 14.

In the event a member with caregiving responsibilities is expected to report to Employer's work site or to another external location on a day when the member's childcare or eldercare provider is unavailable, the member should immediately contact their immediate supervisor to determine what work, if any, they are able to perform that day and whether they need to flex their schedule for the day or take PTO for all or a portion of the day.

The provisions of this Section 2 are intended to supplement Article 24, Hybrid Remote Workplace.

Section 3. Discrimination

No member shall be discriminated against due to being a caregiver. Prohibited actions include, but are not limited to, removing duties or responsibilities, reassigning work, and, except as permitted under Article 26, adding duties or responsibilities outside of the member's scheduled work hours.

Notwithstanding the foregoing, it shall not be a violation of this Section 3 for Employer to temporarily redistribute or reassign a member's duties in response to a member's request under Section 2 to work remotely due to caregiving responsibilities or due to a medical or other need of a member separate and apart from their caregiver status. Further, it shall not be a violation of this Section 3 for Employer to take an action affecting a member who is a caregiver as part of a broader workplace restructuring permitted under this Agreement or otherwise by law.

ARTICLE 12. MEMBER SUPERVISION

The Employer recognizes its responsibility to provide the staff, resources, and working conditions necessary for ongoing supervision of members and their work. The goal of supervision is to ensure accountability and the completion of quality work product, to ensure staff are meeting accepted standards of practice, to enhance quality of services to clients, to support staff, and to promote the development of professional skills.

In most situations, each bargaining unit member will report to a single supervisor. In some situations, a member whose job spans two roles, teams, or departments may report to more than one supervisor. Where a member reports to more than one supervisor, the Employer will identify both the primary and secondary supervisor in the member's job description. When a member's regular supervisor is absent or when a supervisory position is vacant, the Employer may require a member to report to another individual.

Each bargaining unit member will be evaluated annually as set forth in Article 13 (Progress Review).

In the course of conducting work, and to ensure equity and consistency across AccessMatters, members in the same position (as set forth in Article 30) will have the same general duties and responsibilities, as set forth in the relevant job description for such position in accordance with Article 14.

The Employer understands and affirms its ongoing commitment to ensuring that its supervisors are equipped to succeed, as well as to help ensure staff member success. Employer will provide and require training for supervisors that includes principles of anti-racism, inclusion, and trauma-informed supervision.

All supervisors will be made aware of, and will have access to, the provisions of this Agreement.

ARTICLE 13. PROGRESS REVIEW

A progress review is a review of a member's performance and should be based upon job-related criteria only. Progress reviews are for the purpose of evaluating individual progress and performance; discussing professional and leadership development and advancement within Employer's organization, as applicable; and discussing professional goals for the year to come. Progress reviews should acknowledge changes affecting the member's position, including workload, which have occurred since the last review. This process is intended to be constructive and supportive and shall not be utilized punitively.

One month prior to distribution of progress review templates, the Guild will be provided a copy for review and an opportunity to provide suggestions and feedback. Annual reviews will be conducted, at Employer's direction, either on paper forms, electronically, or using its online HRIS system, and will consist of both a self-evaluation and a written review from a member's supervisor(s). Supervisors will generally meet with their direct reports, one-on-one, to discuss their written annual progress reviews, but where a supervisor is unavailable, such meeting may be conducted by the Human Resources Department. The Human Resources Department will provide each member with a copy of their written progress review at least two (2) weeks in advance of such meeting.

Members will be provided with an opportunity to respond, in writing, to their annual progress review, which response (if any) will be incorporated into the final annual progress review. Both the member and their supervisor(s) will sign the final annual progress review, indicating they have read and discussed the information contained in the review. A member's signature on a progress review does not constitute agreement with the content of the review. Signed annual progress reviews will be transmitted to the department Vice President and the Human Resources Department by the member's supervisor and will be added to the member's personnel file. The contents of a member's progress review shall not be subject to the grievance/arbitration process described in Article 8.

The Employer will encourage supervisors to provide constructive, comprehensive, and detailed annual progress reviews to members, and to provide actionable feedback intended to help members succeed and grow.

ARTICLE 14. WORKLOAD ASSESSMENT

Section 1. Job Description Review Process

The Employer will provide each unit member, within one (1) week of the member's start date, a job description for their position in a standardized organizational format. The parties agree that job descriptions are intended to provide a general description of the duties to be performed, not an all-inclusive list of duties. The Employer may modify job descriptions of vacant positions on an as-needed basis. Job descriptions for current members will be reviewed by the member and the member's supervisor annually during the member's progress review, and may be updated at that time, as the Employer determines is needed. If a member disagrees with the Employer's changes to their job description, the member may request a meeting with their department Vice

President and the Vice President of HR. A member may request to have a Steward present for such meeting. A copy of any revised job description will be added to the member's personnel file and provided to the Guild.

Section 2. Job Classification Review Process

If a member believes changes have been made to their duties and responsibilities such that they are performing duties outside the job classification level for their position, they may request a meeting with their department Vice President and the Vice President of HR. A member may request to have a Steward present for such meeting. If the parties agree that the member is performing job duties outside of their current job classification level and such change is both material and reasonably anticipated by the Employer to be permanent, the Employer may either reassign work to ensure the member is no longer handling such job duties or change the member's job classification to the appropriate level and adjust the member's wage to at least the minimum salary for the new job classification level, provided that in no case will the member be paid less than their current wage.

Section 3. Temporarily Increased Workload

Subject to Section 4, if a member's workload has increased due to a layoff of another staff person, a vacant position, or another member's leave of absence, for more than thirty (30) days on a consistent basis to a level such that the member reasonably believes they cannot perform their core job duties in addition to the increased tasks during their regularly scheduled hours, the member must request a meeting with their supervisor to discuss their workload and ways to address it. If the member and their supervisor do not reach resolution in their meeting, they shall schedule a follow-up meeting with their department Vice President and the Vice President of HR. A member may request to have a Steward present for such follow-up meeting. Possible resolutions to reduce the member's workload include, but are not limited to: 1) clarifying expectations regarding the member's work, timelines, and priorities or 2) reassigning certain duties to other members or staff.

In instances where a member's workload has increased as described above, and the increase is not resolved within forty-five (45) days as set forth above, thereafter, the member shall be entitled to Compensatory Time at a rate of seven (7) hours for every 30 days of increased workload. Except as expressly set forth herein, such Compensatory Time will be subject to the provisions of Article 26, Section 7.

Section 4. Temporary Work in a Higher Job Classification Level

If a member is required to spend more than half of their regularly scheduled hours performing the duties of a position in a higher job classification level for more than thirty (30) consecutive days due to a layoff of another staff person, a vacant position, or another member's leave of absence, starting with the first full pay period thereafter, the member will be paid the minimum wage for the higher job classification level for each pay period in which they spend more than half of their regularly scheduled hours performing the duties of a position in a higher job classification level.

ARTICLE 15. PROFESSIONAL DEVELOPMENT

Section 1. Definition

Professional development is the process by which an employee develops skills and knowledge intended to enable them to better perform in their existing role and/or to further their career advancement in the sexual and reproductive public health field.

Section 2. Professional Development Opportunities and Funding

The Employer encourages members to pursue professional development opportunities including, but not limited to, courses, seminars, trainings, workshops, and conferences. Each year, as part of the annual progress review process pursuant to Article 13, each member will work with their supervisor to develop their professional development goals for the year, and to review (as applicable) the member's progress on their professional development goals from the prior year. In addition, check-ins between a member and their supervisor should include periodic discussion of the member's professional development goals for the year and any support they request from their supervisor.

Where permissible and appropriate to the goals of the project and the scope of the budget, Employer shall include requests for grant-funded members to attend professional development trainings in furtherance of the public health work of the funded project.

When a member desires to participate in a specific professional development opportunity, they should make the request of their direct supervisor in writing. For opportunities that are not free of cost and that require Employer to advance or to reimburse the cost of a member's participation, the member's supervisor will be responsible to request all required internal approvals and to communicate back to the member whether funding has been approved. In all cases, members should coordinate with their supervisor as to scheduling attendance at any approved professional development activities.

In addition, educational courses not within the scope of this Article 15 may be eligible for tuition reimbursement pursuant to Article 29, Section 4.

Section 3. Professional Development Time and Expenses

Time spent in Employer-approved professional development activities will count as work time. Travel time to approved professional development activities will be paid as work time as required by law.

Subject to Employer's regular expense reimbursement policies and procedures as set forth in Article 32, reasonable travel expenses for approved professional development activities, including but not limited to transportation, lodging, and food, shall be paid for by the Employer.

Section 4. Employer-Required Education and Training Time and Expenses

Time spent in Employer-required education or training will count as work time. Travel time to Employer-required education and training activities will be paid as work time as required by law.

The Employer will pay the cost of any educational course or training it deems necessary for a member's performance of their job duties or in which it otherwise requires a member to participate.

Subject to Employer's regular expense reimbursement policies and procedures as set forth in Article 32, reasonable travel expenses for approved Employer-required education and training , including but not limited to transportation, lodging, and food, shall be paid for by the Employer.

ARTICLE 16. NON-BARGAINING UNIT EMPLOYEES

Supervisors and other individuals who are not members of the bargaining unit may perform bargaining unit work consistent with the Employer's practices prior to the effective date of this Agreement, including where a supervisor performs, as a part of their job, some of the same duties as bargaining unit members; as reasonably necessary to instruct or train unit members; to ensure timely completion of work and compliance with Employer's obligations to third parties; and to provide coverage for unit members who are out of work for training, vacation, other leave, and/or Union activities. The Employer recognizes the integrity of the bargaining unit and will not take action for the purpose of eroding the bargaining unit.

ARTICLE 17. HIRING

Section 1. Hiring Internal Applicants

The Employer will notify all active staff members, by email, of any vacancy in an existing or newly created position it intends to fill and direct staff to the job posting, which will state the Employer's required and preferred qualifications for the position.

The Employer will guarantee an initial interview to any unit member who, within fourteen (14) days of the Employer's email notification of the vacancy, applies for a position and notifies Employer's Human Resources Department of their application, provided the member (1) satisfies at least the minimum posted qualifications, (2) has been in their current position at least six (6) months, and (3) has not been subject to discipline in the six (6) month period prior to submitting their application.

Employer will not discriminate based on an applicant's involvement in the AccessMatters Union.

If a member is not the successful applicant for a position in the bargaining unit, upon the member's request, the Employer will meet with the member and, at the member's option, a Steward, to discuss the Employer's decision.

Subject to the provisions of Article 20, no member of the bargaining unit shall in any way be penalized for refusing to accept a promotion.

Section 2. New Hires

New hires into the bargaining unit are entitled to the benefits of this Agreement as set forth herein, including but not limited to Articles 29 and 31.

The Employer will provide orientation for all new hires into bargaining unit positions. As part of orientation, the Employer will provide copies of, or electronic access to, those policies, procedures, and forms applicable to the member, along with an overview of those materials. As necessary, new hires into the bargaining unit will also be provided training on any software that they are reasonably expected to use in connection with their employment.

All new hires will receive training on Trauma Informed Care, Racial Microaggressions, and Inclusive Language.

Section 3. New Hire Review Process

Members shall be considered probationary employees for a period of ninety (90) days. The probationary period may be extended by the Employer by one day for each full or partial day a probationary employee is absent for any reason, such that the Employer may have a complete 90-day period in which to evaluate the member (provided that nothing herein shall be deemed to require the Employer to extend the probationary period rather than exercise its right of discipline or discharge). In addition, in circumstances where an extended probationary period would be in the best interest of the member and the Employer, the parties may agree to an extension of the probationary period. The Employer shall have the right to discipline or discharge any employee (including members) during their probationary period, and the discharge or other discipline imposed shall not be subject to the just cause or grievance and arbitration provisions of this Agreement. For purposes hereof, a discipline or discharge decision communicated within five (5) business days of the end of the probationary period and which is based on conduct that occurred during the probationary period shall be considered to occur during the probationary period.

Employer will provide new hires with a progress review in writing at approximately day forty-five (45) of the probationary period, intended to make the member aware of, and provide them with an opportunity to address, any identified performance concerns.

Section 4. Hiring Panels

When Employer is hiring for a position at the Vice President level or above, it will offer the Guild the opportunity to identify one (1) bargaining unit member as its primary participant on the hiring panel as a non-voting member and one (1) bargaining unit member as its alternate participant as set forth below. When extending such an offer to the Guild, the Employer will identify the position for which it is hiring and the date by which it must receive notice from the Guild identifying the member(s) it has selected to participate, if any. Upon receiving timely written notice from the Guild of its selected participant(s), if any, the Employer will make reasonable efforts to schedule interviews and other meetings of the hiring panel at times when the unit's primary participant is available to participate, provided that, where scheduling conflicts arise, the Employer may prioritize the availability of candidates and voting members of a hiring panel. Where the Guild identifies a selected participant for a hiring panel but does not do so in a timely manner, the Employer may at its discretion allow the member to participate thereafter but

will have no obligation to reschedule already scheduled interviews or other meetings of the hiring panel to accommodate the member.

If the unit's primary participant subsequently becomes unable to participate in a hiring panel due to separation from employment, leave, or other extended absence, the Employer will allow the alternate participant to join the hiring panel but will have no obligation to reschedule already scheduled interviews or other meetings of the hiring panel to accommodate the alternate participant.

ARTICLE 18. REDUCTIONS IN FORCE (LAYOFFS)

The parties recognize that Employer is funded almost exclusively by contracts with third parties, which are typically entered into for a finite term. The parties further recognize that there may occasionally be periods during which some or all work under a contract is not funded due to, among other things, a government shutdown, funding delay, or gap between the date a contract expires and the date an extension or renewal of a contract is issued. During such periods, it may be necessary for Employer to temporarily lay off staff with the intent to recall them if funding for their position resumes.

Upon resumption of funding, the Employer will afford a member of the bargaining unit impacted by such a temporary layoff the opportunity to return to work, provided that such member was employed in good standing at the time of the layoff, was not subject to discipline in the last six (6) months of their employment, and has the required ability, qualifications, knowledge, skill, and training to perform the work available. If more than one member would be eligible for recall for the same open position, the Employer will recall members in the reverse order in which they were laid off. If one or more members who were eligible for recall were laid off on the same effective date, the Employer will recall members in descending order of continuous years of service.

A notice of recall will be sent to a member in writing, either by email to the member's last known personal email address or by regular mail to the member's last known address, in each case with a copy to the Guild. Any notice sent by email shall be deemed delivered to the member one (1) business day after sending and any notice sent by regular mail shall be deemed delivered to the member three (3) business days after sending unless the Employer has received notice of non-delivery. A member has three (3) business days after delivery of a recall notice to inform the Employer if they are accepting the offer to return to work.

A member will be removed from the recall list if they do not accept an offer from Employer to return to work, provided that Employer has offered the member either (i) the same position as that held by the member at the time of the layoff or (ii) a position substantially similar thereto. Positions will be considered substantially similar for purposes of this Article 18 if it they are the same job level and have similar job functions and responsibilities. No member will remain eligible for recall for more than one (1) year from their last day of work.

Any member returning to work under this Article 18 after less than 30 days will be eligible to be reinstated at the same level of benefits as was in place for the member at the time of their

separation, subject to the terms and conditions of the benefit plans then in effect and any changes in Employer's benefit offerings in the interim.

ARTICLE 19. SEVERANCE PAY

Section 1. Severance Pay

Except as provided in Article 20, a member whose employment is terminated by Employer without just cause pursuant to Article 21 will be entitled to severance pay at a rate of one week of pay for every year of service. For purposes hereof, severance pay for salaried exempt members will be determined by dividing their annual salary as of their separation date by 52; severance pay for hourly non-exempt members will be determined by multiplying their hourly wage as of their separation date by their regularly scheduled hours per week as of their separation date. For a partial year of service, severance pay will be prorated. The Employer will pay a member any severance amount due them in a lump sum (less applicable deductions, including for payroll taxes) on the first regular Employer payroll date following the member's separation date.

A member terminated for just cause in accordance with Article 21 will not be entitled to severance pay.

Section 2. Benefits at Termination

A member whose employment with Employer is terminated will retain coverage post-employment under Employer's medical, dental and vision plans in which they are enrolled to the extent permitted under the terms of such plan(s).

A member who is eligible for severance under this Article 19 and who is enrolled, as of their last day of employment with Employer, in a course that was previously submitted and approved for tuition reimbursement pursuant to Article 29, Section 4, will be entitled to additional severance in an amount equivalent to the tuition reimbursement they would have received had they completed the course while still employed with Employer. The Employer will pay a member this additional severance in a lump sum (less applicable deductions, including for payroll taxes) on the first regular Employer payroll date following the member's separation date. If a member who receives such additional severance is subsequently recalled pursuant to Article 18, they will not be eligible for tuition reimbursement for any course(s) as to which such additional severance was paid.

ARTICLE 20. PROGRAM REDESIGN AND GRANT FUNDING ENDING

Section 1. Contract Termination

The parties recognize that Employer is funded almost exclusively by contracts with third parties. Although such contracts typically are entered into for a finite term at the outset, contracts may be

subject to early termination as well as extension, including for reasons outside of Employer's control.

If Employer knows that a contract is coming to an end with no opportunity for extension or renewal that Employer has determined to pursue, Employer will provide at least 90 days' notice to members whose employment will be terminated (i) on or about the date of the contract expiration or termination date and (ii) as a result of such contract expiration or termination, in order to provide adequate time for such members to plan. Employer may satisfy this notice requirement by, among other things, advising a job candidate in writing, at the time an offer is extended, of the anticipated end date of the grant(s), if any, under which the position for which they are being hired is funded at a level of fifty percent (50%) or more.

A member who has not been provided at least 90 days' notice of termination in accordance with this Section 1 will be eligible for severance in accordance with Article 19 unless on or before the contract expiration or termination date such member is offered another position with Employer (i) for which they are qualified and (ii) which offers at least the same pay and benefits as the member's current position.

Section 2. Organization Merger or Absorption

If Employer merges with another entity or is otherwise absorbed into another entity, Employer will make such entity aware of the existence of this Agreement and the terms thereof. This Agreement in its entirety shall be binding upon and enforceable against the Employer and any entity legally determined to be a successor employer to the extent required under the law.

ARTICLE 21. DISCIPLINE AND DISCHARGE

Section 1. Just Cause

Non-probationary members may not be disciplined except for just cause and following the disciplinary procedures set forth in Section 3 below, except that Employer has the right (subject only to the grievance and arbitration procedures of Article 8) to bypass some or all pre- discharge disciplinary procedures and proceed to immediate discharge, without notice, in cases of gross or willful misconduct or gross negligence. Except as set forth herein, the Employer will notify the Guild and the member in writing at least two (2) weeks in advance of each discharge with specifications of the facts alleged to constitute just cause.

Section 2. Weingarten Rights

When the Employer intends to question a member to obtain information that could be used as a basis for discipline, the Employer will inform the member of its intention reasonably in advance, unless Employer reasonably determines the matter is urgent and does not allow for advance notice to the member. Upon receipt of such notice from Employer, or at any other time when a member has a reasonable basis to believe that the Employer intends to question them to obtain information which could be used as a basis for discipline, the member may request the presence

of a Steward. If such a request is made, the member shall be given a reasonable opportunity to obtain such representation, which shall not exceed two (2) business days.

Section 3. Procedures for Discipline

Member discipline (as needed) will generally include the following steps:

1. Verbal Warning

2. Written Warning

3. Three-Day Suspension (during which the member must use accrued personal or vacation time, if any, or be suspended without pay, consistent with applicable law)

4. Discharge

However, the Employer retains the right, in all cases, to determine if the removal of any step of discipline is appropriate and to impose more severe discipline for any infraction; provided that Employer must exercise at least a verbal or written warning prior to imposing a three-day unpaid suspension, and Employer may only proceed to immediate discharge in cases of gross or willful misconduct or gross negligence.

For all discipline, the Employer will prepare a written statement explaining the reason(s) for and nature of the discipline, which statement will be given to the member and placed in the member's personnel file. The member will be required to sign such statement to acknowledge receipt (but Employer may place such statement in a member's personnel file regardless of whether the member signs). A member's signature on such a statement does not necessarily constitute agreement with the content, but rather confirmation of receipt.

Within three (3) days of receipt of the Employer's statement of discipline, the member may prepare a written response and/or objection thereto, which response/objection will be attached to, and filed with, the Employer's statement. The Employer may not impede the ability of a member to file such a written response/objection. A copy of the Employer's statement (and the member's response/objection thereto, if any) will be sent to the Guild five (5) days after issuance unless the member requests in writing during that five (5) day period that Employer keep the discipline confidential.

A member's annual progress review will not be considered a verbal or written warning for purposes of this Article 21.

A verbal or written warning may not be used as the basis for either further discipline by the Employer or grievance by the member/Guild after twelve (12) months from the date of its delivery to the member. Except as provided in this Article 21, Employer will not suspend or discharge a member who has not received at least a verbal and a written warning within the applicable time period set out above.

The existence of just cause for discipline, if disputed, shall be subject to the grievance and arbitration procedure set forth in Article 8, except that in order to grieve a written warning the

member must first have accumulated both a verbal and a written warning within the applicable time period set out above in order to initiate the grievance and arbitration process as to either or both.

Section 4. Termination

In the case of discipline involving termination of employment, the Employer shall give the member at least two weeks' notice or two weeks' pay in lieu of notice, except that no notice or pay in lieu of notice will be required in cases involving gross or willful misconduct or gross negligence.

In all instances where discipline extends to suspension or discharge, the discipline will be reviewed by the Vice President of Human Resources before it is communicated to the member.

ARTICLE 22. PERFORMANCE IMPROVEMENT PLANS.

Section 1. Purpose

Where a staff member's quality and/or quantity of work are determined to be below standard, a supervisor may implement a performance improvement plan (PIP). A PIP is not intended to take the place of regular supervisory coaching but will typically be implemented where a member's performance continues below standard despite prior coaching.

Examples of performance concerns that may result in a member being placed on a PIP include, but are not limited to, missed deadlines, repeated errors, and/or complaints from Employer's partners or other third parties. A member may also be placed on a PIP if their annual progress review pursuant to Article 13 reflects an unacceptable level of performance.

Section 2. Process/Requirements

A. A member may not be placed on a PIP that has not been approved by the Vice President of Human Resources.

B. A PIP may not be for a period of less than thirty (30) days.

C. A PIP must be in writing and must identify the following:

1) The supervisor's area(s) of concern, including, if applicable, reference to any supporting documents;

2) The goals the member is expected to achieve to resolve the PIP;

3) Any requirements the member is required to satisfy to resolve the PIP, which may include (but not are limited to) scheduled meetings and reporting; completion of specified training(s); use of certain resources or tools that may support improvement of the member's performance; and/or other measures tailored to the individual member's situation;

4) The time within which the member must satisfy the stated goals/requirements;

5) A schedule of status review meetings between the member and their supervisor, which meetings are expected to occur at least every 15 days over the course of the PIP, subject to reasonable adjustments for holidays, holiday closures, and other planned or unplanned member and supervisor absences that may fall during the period of the PIP.

D. In each status review meeting, the supervisor will provide an update on the member's progress under the PIP, including any goals or requirements that have not been met. If such update is provided verbally, the supervisor will follow-up with the member in writing within two (2) business days of the meeting.

E. To the extent that a member's PIP is contingent on actions from their supervisor, the supervisor will make reasonable, good-faith efforts to help advance the improvement of the member.

Section 3. Resolution

A. At the end of the scheduled PIP time frame, the supervisor and Vice President of Human Resources will review the member's performance and assess whether the PIP goals/requirements have been met.

B. If the member has not met the goals/requirements of the PIP, at the Employer's discretion, the PIP may be extended once, for a period of no less than thirty (30) and no more than sixty (60) days.

C. If the member has not met the goals and requirements of the PIP at the conclusion of the initial time frame and the Employer determines that an extension is not appropriate or if the member has not met the goals and requirements of the PIP at the conclusion of any extended time frame, the Employer will consider whether any alternative to termination of the member's employment is feasible and appropriate in light of the concerns that led to the PIP and that remain unresolved. Such alternatives may include but are not limited to demotion/transfer to a position of less responsibility. If the Employer determines there is a feasible and appropriate alternative to termination, it may implement that change. If the Employer determines that there is no feasible and appropriate alternative to termination, it may terminate the member.

D. Failure to meet the goals/requirements of a PIP as set forth herein will be considered just cause for termination.

E. The Employer will give a member at least two weeks' notice of termination or two weeks' pay in lieu of notice of termination, except that no notice or pay in lieu of notice will be required in cases involving gross or willful misconduct or gross negligence.

ARTICLE 23. WORKPLACE SAFETY AND HEALTH

Section 1. Office Conditions

A. General

The Employer recognizes its responsibility to provide a safe and healthy workplace. As part of such responsibility, the Employer will:

- conduct an annual review of its office space intended to identify any unsafe conditions;
- make reasonable efforts to comply with applicable building and health codes, if any;
- make reasonable efforts to ensure that any lease agreement for its office space requires the lessor to comply with applicable building and health codes with respect to such space;
- make reasonable efforts to correct in a timely manner any unsafe condition in its office space for which it is responsible under the terms of its lease agreement; and
- make reasonable efforts to notify the lessor (or its delegated agent) in a timely manner of any unsafe condition(s) that the lessor (or its delegated agent) is responsible to correct under the terms of Employer's lease agreement.

If an unsafe condition is identified and cannot be corrected immediately, the Employer will close the affected portion(s) of its office or, as necessary, the entire office, and staff shall be sent home to work remotely until such condition has been corrected and staff can safely resume using the affected office space.

Members should report to the Vice President of Human Resources any concerns they may have regarding unsafe conditions in Employer's office or in other locations where they are required to work so that Employer may address them.

The Employer will take all reasonable steps to ensure that its offices are accessible to disabled members and clients, as addressed in Article 9.

B. Temperature Control

If the temperature in the Employer's office falls below 62 degrees Fahrenheit or exceeds 82 degrees Fahrenheit during regular business hours, the Employer shall inform the lessor (or its delegated agent) of the issue within 3 hours after learning of it. If the lessor (or its delegated agent) is unable to timely resolve the issue and the temperature remains above or below these required standards, members shall be reassigned to another work location or, if none is available, sent home to work remotely until such condition has been corrected.

C. Equipment

Upon request, the Employer will provide a member who regularly uses a computer with an ergonomic computer mouse, keyboard and/or mousepad. When requesting these items, a member

shall not be required to provide medical documentation or proof of disability in order to be provided these items. In accordance with Article 9, members will have the ability to request office chairs that are best suited for their bodies.

The Employer will provide the office with a lunch room which contains a refrigerator, filtered water or water cooler, coffee-maker, microwave oven and sink for use by members.

Section 2. Occupational Risk

When posting positions for hire, Employer shall include a statement if such position is reasonably expected to involve occupational exposure to blood or other potentially infectious materials such that it would be subject to OSHA's standard for bloodborne pathogens.

Further, for any member hired to work in such a role, the Employer shall provide training and equipment in accordance with the OSHA standard or otherwise as required by law.

Section 3. Right of safe working conditions

No member shall be required to perform work under unsafe conditions.

Should a member refuse to work after reporting an unsafe condition that has not been addressed by the Employer under Section 1, the Employer shall promptly investigate. If the Employer's investigation determines that an unsafe condition existed and that such condition either (1) prevented the member from working safely in Employer's office or in another work location to which the member was expected to report or (2) prevented the member from safely reaching the Employer's office or such other work location, the Employer shall take action to correct such condition (to the extent corrective action is within its control), no disciplinary action shall be taken against the member, and the member shall be paid for work time lost due to such condition(s). If the Employer's investigation determines that the member's refusal to work was unreasonable (because no unsafe condition existed and/or because no reasonable person would have believed an unsafe condition existed), the member shall be subject to discipline and shall not be paid for any work time lost.

Notwithstanding the foregoing, nothing in this Section 3 is intended to allow a member hired to perform a position identified in Section 2 as involving occupational risk to refuse to perform work within their job description based on such risk.

Section 4. Right of member to receive compensation for hazardous working conditions

If a member performs work under conditions the parties mutually agree in advance constitute a hazard, such member shall be entitled to additional compensation in the amount of 10% of their base rate of pay for such hours as are worked in such conditions.

Notwithstanding the foregoing, nothing in this Section 4 is intended to allow a member hired to perform a position identified in Section 2 as involving occupational risk to receive additional compensation for performing work within their job description absent an agreement by the parties pursuant to this section that some additional hazard exists.

Section 5. Emergency Situations

The Employer will provide written information to members about what to do in the event of a fire or other workplace emergency requiring evacuation of the Employer's office, taking into account any member's disabilities. This information shall be presented to a member on their first day of work. This information should also be prominently displayed in common areas of the workplace.

Within six (6) months of the ratification of this Agreement or a full-time return to the office, whichever occurs later, Employer shall make available to all staff on an annual basis, training on CPR, first aid, Narcan administration (as permitted by law), and sheltering in place. As appropriate, these trainings shall be provided by a certified instructor.

ARTICLE 24. HYBRID REMOTE WORKPLACE

Section 1. Working Location

The Employer shall maintain a hybrid remote workplace, under which members may use the Employer's office for work activities in accordance with Employer's then-current scheduling and health and safety policies and procedures. Members will not be required to work in Employer's office or otherwise in-person, except as follows:

- To attend or conduct meetings, trainings, conferences, or other events or activities that cannot occur through remote means (such as a conference call or online or virtual meeting), including but not limited to meetings, trainings and conferences, events, and activities with third parties (such as funders/partners) that the third party has requested to occur in person, in-person legislative or advocacy meetings, and preparation for same;

- To participate in periodic team or all-staff retreats, trainings, or meetings;

- To collect physical documents and/or materials that Employer determines cannot reasonably be sent to a member's home (whether due to administrative burden, cost, or other constraints); and

- On reasonable notice to the member, periodically to conduct other business of the Employer.

Notwithstanding the foregoing, a member whose job description specifically provides that certain in-person work may be necessary (*e.g.*, HIV testing, some counseling functions, health fair attendance, audits) shall be required to work in Employer's office or otherwise in-person as and when necessary to perform the functions of their job.

Section 2. Workers' Compensation

During work hours and while working remotely, members are covered by worker's compensation to the extent provided under applicable law. Members working remotely are

responsible for notifying the Employer of any work-related illnesses or injuries in accordance with Employer's workers' compensation procedures. The Employer is not responsible for any injuries sustained by third parties at a member's remote work environment.

Section 3. Equipment and Tools

In accordance with Article 25 (Equipment and Tools), the Employer will make available to each member for home use equipment as deemed necessary by the Employer for the performance of their job duties.

Section 4. Residency

Members are expected to reside within commuting distance of Employer's headquarters in Center City, Philadelphia. As the Employer deems necessary for legal and regulatory compliance purposes, it may restrict the locations from which members can engage in remote work.

ARTICLE 25. EQUIPMENT AND TOOLS

The Employer shall make available to each member for use the tools and/or equipment Employer determines are needed to perform their job duties. Appropriate tools and/or equipment may include computer hardware, computer software, phone lines, cell phones, email, voicemail, and/or other equipment as deemed necessary by the Employer. Except as required as a reasonable accommodation and/or as otherwise provided in Article 9, the Employer will provide such furniture as it deems appropriate in its office.

Under the Hybrid Remote Work Model, Employer will make available to each member for home use equipment as deemed necessary by the Employer for the performance of their job duties, which may include a laptop computer, monitor, keyboard, mouse, and docking station.

Members shall be responsible to exercise reasonable care for Employer's equipment; to comply with Employer's reasonable security measures for the use of any such equipment in connection with their job duties, including but not limited to the use of passwords, PINs, and data and/or device encryption; to immediately report any unauthorized access to, damage to, or loss of such equipment to Employer; and to return Employer's equipment as directed immediately upon receipt of replacement equipment or upon the termination of employment for any reason.

For positions in which community travel is frequently expected in connection with the performance of a member's job duties (as distinguished from commuting to work), the member shall be provided, in advance, with either a commuter pass or the funds to purchase a commuter pass in advance of needing to report to the work location.

The Employer will make a first aid kit available at the office. Within six (6) months of the ratification of this Agreement or a full-time return to the office, whichever occurs later, the Employer will make Narcan available at the office, if permitted by law to do so.

ARTICLE 26. HOURS AND OVERTIME

Section 1. Work Week

The Employer's standard work week shall be five days (Monday through Friday) and total 35 hours. The Employer's standard workday shall be 7 hours plus one unpaid hour for lunch. The Employer's standard hours of operation are 9 a.m. to 5 p.m.

Section 2. Flexible Work Schedules

Bargaining unit members in eligible positions and who have not been subject to disciplinary action in accordance with Article 21 in the last 12 months may request a flexible work schedule that allows certain hours to be worked outside of the Employer's standard hours of operation.

Flexible work schedules may not extend before or after the hours 7 a.m. and 7 p.m., respectively. Flexible work schedules do not reduce the number of hours a member is scheduled to work.

Member requests for a flexible work schedule must be made in writing to the Vice President of Human Resources and must be approved in advance by the member's immediate supervisor, Department Vice President, and the Vice President of Human Resources.

All flexible work schedules are initially approved for a trial period not to exceed 60 days. During the first 30 days of this trial period, the member and their immediate supervisor shall work collaboratively to determine the effectiveness and durability of the flexible work schedule in light of both programmatic and personal needs and shall strive, as necessary, to agree on any appropriate schedule modification(s).

(a) Where at the end of 30 days the flexible work schedule first proposed remains unchanged, the member and immediate supervisor shall so notify the Department Vice President and Vice President of Human Resources in writing. The trial period will end five (5) business days after such notice has been received by both the Department Vice President and Vice President of Human Resources.

(b) Where at the end of 30 days the member and immediate supervisor have agreed to modify the flexible work schedule first approved, the member and supervisor shall submit the agreed-upon proposed revised flexible work schedule in writing to the Department Vice President and Vice President of Human Resources as soon as possible but in no event later than day 37 of the trial period (or if day 37 is not a business day, the first business day immediately thereafter). On behalf of the Employer, the Department Vice President and Vice President of Human Resources will then have five (5) business days to consider whether to approve such proposal and to notify the member and their immediate supervisor in writing of the Employer's decision. If the Employer approves the agreed-upon proposed revised flexible work schedule, the trial period will end five (5) business days after such notice has been issued. If the Employer does not approve the agreed-upon proposed revised flexible work schedule, the Employer may either propose further modification(s) to the flexible work schedule (including reverting to the flexible work schedule first proposed) or rescind the flexible work schedule,

provided that the member shall be provided 14 days' advance written notice of any further proposed modification(s) or rescission. Where the Employer proposes further modification(s) to the flexible work schedule, a member who does not affirmatively advise the Employer in writing within the 14-day notice period of their acceptance of the proposed modification(s) will be deemed to have rejected the modification(s) and will return to their standard work schedule on their first work day immediately following such notice period. Where the Employer rescinds approval of a flexible work schedule, the member will return to their standard work schedule on their first work day immediately following such notice period.

(c) Where at the end of 30 days the member and their immediate supervisor are unable to reach agreement on the need for and/or the specifics of any modification(s) to the flexible work schedule initially proposed, the member and supervisor shall each notify the Department Vice President and Vice President of Human Resources of their respective positions in writing. On behalf of the Employer, the Department Vice President and Vice President of Human Resources will then have ten (10) business days to consider those positions and to notify the member and immediate supervisor in writing of the Employer's decision. If the Employer approves the flexible schedule first proposed, the trial period will end five (5) business days after such notice has been issued unless during such five-day period the member advises the Employer in writing that they are rejecting such flexible work schedule. If the flexible work schedule first proposed is not approved, the Employer may either propose modification(s) to the flexible work schedule first proposed or rescind the flexible work schedule first proposed, provided that the member shall be provided 14 days' advance written notice of any modification(s) or rescission. Where the Employer proposes modification(s) to the flexible work schedule first proposed, a member who does not affirmatively advise the Employer in writing within the 14-day notice period of their acceptance of the proposed modification(s) will be deemed to have rejected the modification(s) and will return to their standard work schedule on their first work day immediately following such notice period. Where the Employer rescinds approval of a flexible work schedule, the member will return to their standard work schedule on their first work day immediately following such notice period.

Except as expressly provided in this Section 2, all decisions with respect to the approval, denial or modification of flexible work schedules during the trial period are at the sole discretion of the Employer.

Following the trial period, flexible work schedules are subject to review by the Employer as part of a member's annual performance evaluation pursuant to Article 13 and also in the event of a material and non-temporary change in a member's job description, job duties, or position (i) voluntarily elected by a member (such as a promotion), (ii) made in accordance with Article 14, (iii) made at the conclusion of a Performance Improvement Plan implemented pursuant to Article 22, or (iv) otherwise negotiated by the parties. Following any such review in which the Employer determines that a flexible work schedule is impeding a member's ability to meet the requirements of their position or, in the case of a change in position, that the new position is not

eligible for a flexible schedule, the Employer may rescind or modify the flexible work schedule on no less than thirty (30) days' written notice to the member. Where the Employer proposes a modification to the flexible work schedule, a member who does not affirmatively advise the Employer within the 30-day notice period of their acceptance of the proposed modification will be deemed to have rejected the modification and will return to their standard work schedule on their first work day immediately following such notice period.

Requests by a member to modify an existing flexible work schedule (other than to return to a standard work schedule) will be treated for all purposes as a new request under this Section 2.

Approval of a flexible work schedule does not excuse a member from attendance at/participation in internal and/or external calls, conferences, meetings or other work-related events that are required in connection with the member's job duties and that occur outside of their flexible scheduled hours.

Section 3. Compressed Work Schedules

Eligible members of the bargaining unit may request a compressed work schedule on a temporary basis not to exceed 90 days to accommodate short-term conflicts with their regular work schedule due to an extraordinary life circumstance (*e.g.*, a sudden unavailability of child care, a conflict with required coursework, or with an internship or practicum, etc.). Compressed work schedules do not reduce the number of hours a member is scheduled to work.

To be eligible for a compressed work schedule, a member must be working a full-time, standard schedule; must not have been subject to disciplinary action in accordance with Article 21 in the past 12 months; and must not have worked a compressed work schedule in the past 12 months.

Member requests for compressed work schedules must be made in writing to the Vice President of Human Resources and will be considered by the Employer in the order in which they are received by the Vice President of Human Resources. Compressed work schedules are not effective unless and until approved by the member's immediate supervisor, Department Vice President, and Vice President of Human Resources. The Employer may deny member requests for compressed work schedules if it determines that approving a member's request for a compressed work schedule would interfere with operational needs, including but not limited to circumstances where (i) the compressed work schedule proposed consists of fewer than four (4) work days or (ii) another member of the same department is already approved for a compressed work schedule during the same time period.

For instances in which a compressed work schedule is affected by an Employer-recognized holiday, pay will be adjusted as outlined in Article 27.

Section 4. Changes to Work Schedules

The Employer will aim to provide bargaining unit members with no less than 14 days' advance notice of mandatory trainings, conferences, meetings, and other work-related activities that fall outside of its standard work hours. Where it is not possible for Employer to provide 14 days' advance notice, Employer will provide as much advanced notice as reasonably possible.

Section 5. Work-Related Travel

(a) The Employer will pay bargaining unit members required to travel on Employer business in accordance with applicable federal and state wage payment law.

(b) The Employer will reimburse bargaining unit members required to travel on Employer business for reasonable expenses incurred in accordance with Article 32.

(c) The Employer will adhere to all CDC Travel Health Notices that may be applicable to employee travel and will give due consideration to relevant National Weather Service, Commonwealth of Pennsylvania and City of Philadelphia weather emergency announcements in determining whether to temporarily suspend employee travel.

(d) If a non-exempt bargaining unit member is required to travel on Employer business on an Employer holiday recognized under Article 27, the Employer will pay the member one and one half times their regular rate for any hours spent in travel that are considered work time under applicable federal and state wage payment law.

(e) If an exempt bargaining unit member is required to travel on Employer business on an Employer holiday recognized under Article 27 the Employer will provide the member compensatory time under Section 7 for any hours spent in travel that are considered work time under applicable federal and state wage payment law.

Section 6. Overtime (Non-Exempt Bargaining Unit Members)

The Employer may require non-exempt bargaining unit members to work overtime to meet the Employer's needs. A bargaining unit member who believes that they will need to work overtime to complete their work should provide as much advance notice as possible to their immediate supervisor so that the Employer can decide whether to authorize the overtime.

Non-exempt bargaining unit members will be paid at one and one-half (1.5) times their regular rate of pay for hours worked in excess of forty (40) in a workweek (or as otherwise required by applicable law). If a non-exempt bargaining unit member works more than thirty-five (35) hours but not more than forty (40) hours in a workweek, the member will be paid for those additional hours according to their normal pay rate and will not be entitled to overtime pay unless otherwise required by applicable law. Only time considered work hours under applicable law will be counted for purposes of calculating overtime pay. Time not considered work hours under applicable law, including holidays, personal time, sick time, vacation, and other paid and unpaid time off, will not be counted for purposes of calculating overtime.

With supervisory approval, a non-exempt bargaining unit member may choose to take compensatory time to avoid the member working what would otherwise be overtime hours, if and only if the compensatory time is taken within the same workweek. For example, if a member of the bargaining unit who regularly works a 7-hour day five days a week works 10-hour days on

Monday and Tuesday, they could agree with their supervisor to leave work one hour early on Friday to avoid working what would otherwise be one hour of overtime in the workweek.

Non-exempt members of the bargaining unit working overtime repeatedly or on a regular basis are encouraged to meet with their supervisor according to the process outlined in Article 14 (Workload Assessment).

Section 7. Compensatory Time (Bargaining Unit Members Exempt from Overtime)

A supervisor may choose to grant compensatory time off to exempt members of the bargaining unit in response to unusual workload demands in connection with special projects or other operational needs, or instances where night, weekend or holiday work time is involved. When granted, compensatory time will be granted on an hour-for-hour basis for such time worked in excess of 40 hours in a workweek. As compensatory time is intended to provide the member time off to refresh after a heavy work period, compensatory time is to be taken as close to the time it is granted as operations permit. A request by a member of the bargaining unit to use compensatory time on at least five (5) days' notice must be granted unless granting the request would disrupt the Employer's operations.

All compensatory time granted to exempt members of the bargaining unit must be taken within two months of the time it is granted. Compensatory time not taken during such two- month period will be forfeited. At termination of employment for any reason, any compensatory time not taken will be forfeited. Under no circumstances will unused compensatory time be paid out.

Bargaining unit members working in excess of 40 hours per week on a regular basis are encouraged to meet with their supervisor according to the process outlined in Article 14 (Workload Assessment).

Section 8. Employer Conferences and Events

To the degree that scheduling is exclusively in the Employer's control, it will not schedule conferences or events on an Employer-recognized holiday under Article 27 and will make reasonable efforts to avoid scheduling conferences and events in a way that requires bargaining unit members to travel on Employer-recognized holidays. This Section 8 does not apply to conferences or events scheduled by third parties or by the Employer in conjunction with third parties.

ARTICLE 27. PAID TIME OFF

Section 1. Holidays

The Employer shall close its offices on the following holidays:

- New Year's Day
- Dr. Martin Luther King Jr.'s Birthday
- Presidents' Day

- Memorial Day
- Juneteenth
- Labor Day
- Indigenous People’s Day
- Thanksgiving Day
- Friday after Thanksgiving

If one of these holidays falls on a Saturday, the Employer will observe the holiday on the preceding Friday. If one of these holidays falls on a Sunday, the Employer will observe it on the following Monday.

The Employer will pay members working full time at their regular rate for their hours not worked on the holidays identified above. The Employer will pay members working part time who are regularly scheduled to work at least 21 hours per week at their regular rate for their hours not worked if a holiday identified above falls on a day that they would otherwise have been scheduled to work. Members working part-time who are regularly scheduled to work fewer than twenty-one (21) hours per week are not eligible for paid holidays.

If one of these holidays occurs within a member's scheduled vacation, the member should record that day as holiday leave, not vacation, on their timesheet so that it will not be deducted from their accrued vacation.

The Employer shall continue its practice of closing its office at 3:00 pm on the day preceding these holidays. The Employer will pay these two hours paid as closed time for members working full time and for members working part time who were otherwise scheduled to work during such time. If such a closure occurs within a member's scheduled vacation, the member should record that time as closed time, not vacation, on their timesheet so that it will not be deducted from their accrued vacation.

Section 2. Work on a Holiday

The Employer will endeavor to ensure that members will not need to work on the holidays identified in Section 1; however, not all of Employer’s community partners may observe all holidays observed by Employer. Members who are required to work at least half a day (3.5 hours) on a holiday observed by Employer will receive another day off with pay in lieu of the holiday. In most cases, a member should schedule and use that alternative day off, in consultation with their immediate supervisor, during the same workweek; however, if the Employer’s operations do not allow the member to use that alternative day off in the same workweek, it may be scheduled and used, in consultation with their immediate supervisor, within up to 30 days of the holiday worked. If not used within 30 days of the holiday worked, any alternative day off will expire. In no case will an unused alternative day off be paid out upon termination from employment for any reason.

Section 3. Floating holidays

Each member working full time will have two (2) floating holidays per calendar year that they can use to observe any cultural or religious holiday on which Employer's office is not closed pursuant to Section 1. Each member working part time who is regularly scheduled to work at least 21 hours per week will have one (1) floating holiday per calendar year that they can use to observe any cultural or religious holiday on which Employer's office is not closed pursuant to Section 1. Members working part time who are regularly scheduled to work fewer than twenty-one (21) hours per week are not eligible for floating holidays.

To use a floating holiday, a member must provide at least fourteen (14) days' advance notice to their immediate supervisor. Floating holidays expire at the end of the calendar year if not used; they cannot be accumulated from year-to-year, and are not paid out upon termination of employment for any reason.

Section 4. Seasonal Office Closures

The Employer shall close its office both during the week (Monday-Friday) of July 4 and from December 24 (or the following Monday if December 24 falls on a weekend) through New Years' Day (or through New Years' Day observed if New Years' Day falls on a Sunday). If July 4 falls on a weekend, the closure will occur the week following the holiday.

The office will observe regular business hours on the last business day preceding each of these seasonal office closures.

Section 5. Personal Days

All members working full time will have one (1) personal day (7 hours) available for use as of their first day of work, with two (2) additional personal days (14 hours) available for use upon completion of their probationary period. Thereafter, each member working full time who has completed their probationary period by the start of the calendar year will have three (3) personal days (21 hours) available for use as of January 1. Members working part time who are regularly scheduled to work at least 21 hours per week shall be entitled to personal days as set forth in this Section 5, prorated based on the average number of hours the member is scheduled to work in a year as compared to a member working full time. Members working part time who are regularly scheduled to work fewer than twenty-one (21) hours per week are not eligible for personal days.

Personal days may be used to attend to personal business during normal hours (*e.g.*, renewing a driver's license, closing on a house, attending school functions) provided their absence does not interfere with work commitments. A member must receive approval from their immediate supervisor in advance to schedule a personal day off, with recognition that not all needs for time off can be known far in advance.

Personal days expire at the end of the calendar year if not used; they cannot be accumulated from year-to-year, and are not paid out upon termination of employment for any reason.

Section 6. Paid Vacation Time

All eligible members of the bargaining unit begin to accrue paid vacation time beginning on their first day of work with the Employer, but a member may not use vacation time until they have completed their probationary period. Members working full time shall accrue vacation time in accordance with the table below. Accrual of vacation time for members working part-time who are regularly scheduled to work at least 21 hours per week shall be prorated based on the average number of hours the member is scheduled to work in a year as compared to a member working full time. Members working part-time who are regularly scheduled to work fewer than twenty-one (21) hours per week are not eligible for paid vacation time.

Length of Service	**Accrual per Pay Period**	**Minimum Annual Accrual**
Less than 2 years	4.04 hours	15 days (105 hours)
Between 2 and 3 years	5.38 hours	20 days (140 hours)
3 years or more	5.92 hours	22 days (154 hours)

Length of service is calculated based on date of hire. For purposes of use of vacation time, the annual period is the calendar year.

The Employer encourages its members to take the vacation they accrue in order to pursue personal goals, recreation, and to renew their energy and enthusiasm for their work. However, coordination of vacations is important to ensure that the Employer can continue to operate effectively. Members should schedule vacation as far in advance as possible. Members must submit requests for vacation time as follows:

- At least five (5) days in advance for vacation of up to three (3) consecutive business days;
- At least fourteen (14) days in advance for vacation of between four (4) and nine (9) consecutive business days; and
- At least twenty-one (21) days in advance for vacation of ten (10) or more consecutive business days; or any vacation that would immediately precede or follow a scheduled office closure of two (2) or more business days.

Members shall submit requests to their immediate supervisors via ADP or such other means prescribed by the Human Resources Department. In considering requests for vacation, supervisors may consider the order in which requests were received, timing and duration of the request, staff availability, operational needs, equity among team members, anticipated workload, and other circumstances. Based on these considerations, some vacation requests may need to be modified, rescheduled, or declined. Human Resources may deny requests for vacation where a member lacks sufficient accrued time except that:

(A) Members who have not completed their probationary period (including any extension thereof) will be permitted to use vacation time in advance of accruing it if they already have scheduled plans at their time of hire and the Employer approves such use in writing before the individual accepts their offer of employment;

(B) Members who have completed their probationary period (including any extension thereof) will be permitted to use vacation time in advance of accruing it on a one-time basis within 12 months of their date of hire and as needed to allow the member to take a vacation of up to 5 days (inclusive of any accrued vacation time); and

(C) Members returning from a leave during which vacation time did not accrue will be permitted to use vacation time in advance of accruing it on a one-time basis within 12 months of the date they returned to work from such leave and as needed to allow the member to take a vacation of up to 5 days (inclusive of any accrued vacation time).

A member may not use vacation time in advance of accruing it under Option (C) within 12 months of using vacation time in advance of accruing it under Option (B) and vice versa.

As a condition of using vacation time in advance of accruing it as set forth above, a member will be required to authorize in writing the Employer's deduction from their final paycheck, to the extent applicable and as permitted by law, the value of the amount of vacation time used, but not accrued, as of the member's last day of employment.

If a member has a concern about repeated vacation request denials or a lack of supervisory support for taking time off, the member should speak with the Vice President of Human Resources.

Vacation time may not be carried over from year to year, except that a member may carry forward up to 5 days (35 hours) of unused accrued vacation time (Carry Forward Balance). The Carry Forward Balance must be used by April 30th of the next year. Any remaining portion of the Carry Forward Balance not used by April 30th will be forfeited.

Upon termination of a member's employment for any reason, the Employer shall pay the member any unused vacation time accrued through the termination date up to the member's maximum annual accrual (unless otherwise required by applicable law), except that members (a) who resign or are terminated from the Employer before completing their probationary period or (b) who voluntarily resign their employment at any time without providing at least fourteen days' prior notice will not be paid out for any accrued, unused vacation time (unless otherwise required by applicable law).

Members on short-term disability leave, long-term disability leave, unpaid FMLA leave, or other unpaid leave (including unpaid military leave) do not accrue vacation time during the period of their leave unless otherwise required by applicable law. For purposes of this Section 6, leave during which a member is receiving workers' compensation payments is considered unpaid.

Section 7. Paid Sick Time

The Employer encourages its members to maintain healthy work habits and to take time off when necessary, but to report to work as scheduled unless their health prohibits it.

Members working full time are eligible to accrue paid sick time of 3.23 hours per pay period up to a maximum of 12 days (84 hours) per calendar year. Accrual of sick time for members working part time who are regularly scheduled to work at least 21 hours per week shall be prorated based on the average number of hours the member is scheduled to work in a year as compared to a member working full time. Members working part time who work fewer than 21 hours per week are eligible to accrue paid sick time at a rate of 1 hour per 40 hours worked, up to a maximum of 40 hours per year.

Paid sick time may be used when a member is too ill to work and/or for a member to receive medical care, attend preventative care or other healthcare appointments, care for an ill family member, tend to their mental health, or otherwise as permitted by applicable law.

A member must notify their immediate supervisor by 9:00 am, or as soon as reasonably possible, of their need to use sick time and whether they will use a full or partial day of sick time. Sick time will not be paid for absences that have not been excused by the member's supervisor except as required by applicable law. Members will be required to provide reasonable documentation for absences of three (3) or more consecutive work days.

Unused, accrued sick time may be carried over from year to year; it is not paid out upon termination of employment for any reason.

Sick time may not be used as a personal day, holiday, or vacation day.

Members on short-term disability leave, long-term disability leave, unpaid FMLA leave, or other unpaid leave (including unpaid military leave) do not accrue sick time during the period of their leave unless required by applicable law. For purposes of this Section 7, leave during which a member is receiving workers' compensation payments is considered unpaid.

Section 8. Paid Parental/Family Leave

Employer shall provide up to six (6) weeks (210 hours) paid parental/family leave (PPFL) to eligible members. Members must meet one of the following criteria to be eligible for PPFL:

- Have given birth to a child;
- Have become co-parent to a newborn child;
- Have become the parent of a newborn via surrogacy;
- Have adopted a child 17 years of age or younger or welcomed a new foster child 17 years of age or younger into their home.

In addition, eligible members must use PPFL for the purpose of caring for or bonding with the newborn or newly adopted child.

PPFL is not available for the adoption of a child of a new spouse (*e.g.*, "step child adoption") or the adoption of a previously placed foster child for whom PPFL was already taken. The occurrence of a multiple birth, adoption or other placement (*e.g.*, the birth of twins or adoption/fostering of siblings) does not increase the six weeks of PPFL available under this Section.

To request PPFL, the member must provide written notice to the member's immediate supervisor and the Vice President of Human Resources at least thirty (30) days prior to the proposed date of leave (or, if it is not possible to provide 30 days' notice, as soon as possible).

Approved PPFL may be taken at any time during the six-month period following the event giving rise to the leave. Members must take PPFL in one continuous period; PPFL may not be used intermittently or on a reduced schedule basis. PPFL may not be used or extended beyond the six-month time frame set out above, and any PPFL unused at the end of the six-month period is forfeited. Unused PPFL will not be paid out upon termination of employment for any reason.

Subject to Article 20, a member will be returned to their same position at the end of PPFL. If the duties and responsibilities of a member's position have materially changed, or if the position has been eliminated while the member was on PPFL, the Employer shall seek to return the member to a substantially equivalent position at the end of the leave. If returning the member to a substantially equivalent position is not possible, they will be eligible for severance pay benefits according to Articles 19 and 20.

A member cannot receive short-term disability benefits and PPFL at the same time. If a member is eligible for, and elects to utilize, short-term disability benefits after giving birth to a child, they are required to complete the short-term disability first, and may then take PPFL second.

PPFL shall run concurrently with leave, if any, available to the member under the FMLA. Notwithstanding any other provision in this Agreement, if a member takes vacation time such that they do not return to work immediately at the conclusion of their PPFL, any such vacation time shall also run concurrently with leave, if any, available to the member under the FMLA.

If an Employer holiday occurs while a member is on PPFL, such holiday(s) will not extend the total PPFL entitlement, and the member will not receive additional holiday pay or additional closed time in advance of such holiday(s). If an Employer seasonal office closure occurs while a member is on PPFL, such closure will not extend the total PPFL entitlement, and the member will not receive additional closed time pay.

Section 9. Bereavement Leave

The Employer will pay members working full time and members working part time who are regularly scheduled to work at least 21 hours per week for up to five (5) days (35 hours) off from work in connection with the death of any family member (as defined under Article 9). Members working part time who are not regularly scheduled to work at least 21 hours per week are not eligible for bereavement leave.

Section 10. Restorative and Safety Leave

In the event of political and/or social uprisings which significantly impact the mental health and safety of the staff, the Senior Leadership Team (SLT) may recommend that Employer close the office (physically and virtually) for the benefit of members' health and safety. The decision to accept such recommendation or not will be made by Employer in its sole discretion and is not subject to the grievance procedures of Article 8.

Section 11. Jury Duty Leave

Members working full time and members working part time who are regularly scheduled to work at least 21 hours per week who have been summoned to jury duty shall be entitled to a leave of absence for the period of such duty and shall be paid the difference between the member's regular pay and the amount of money received for jury service for up to twenty (20) business days.

Members who receive a notice to serve for jury duty must notify their immediate supervisor within one (1) business day of receipt of such notice business operations require, the Employer may request that a member seek to be excused from, or defer, their jury duty service in accordance with any court process or procedure available to the member. As appropriate under such court process or procedure, the Employer shall provide the member with any employer documentation that may be required by the court in support of such a request.

To be paid for jury duty service, a member must provide proof from the court sufficient to show the days served (e.g., check for juror attendance fee or other court documentation confirming service). A member who does not timely supply proof of service for any day of work missed will not be paid for such day(s) (unless otherwise required by applicable law) and may be subject to discipline in accordance with Article 21. Members are expected to report to work while on jury duty service whenever the service schedule permits.

If a member is selected for jury duty service on a trial that is anticipated to last two (2) or more weeks, on request, the member shall provide such reasonable assistance to their immediate supervisor as may be needed to facilitate the transition of work during their absence. Any shifting or modification of work duties related to this Section 11 shall not be subject to the provisions of Article 14.

Section 12. Voting Leave

Employer shall close its office on Pennsylvania's General and Primary Election Days.

The Employer will pay members working full time and members working part time who are regularly scheduled to work at least 21 hours per week at their regular rate for their hours not worked on these days.

Section 13. Sabbaticals

In recognition of Employer's commitment to the personal and professional growth and well-being of its long-term employees, and to aid in the retention and rejuvenation of staff members

who have made significant, long-term contributions, Employer will make available paid sabbaticals as set forth in this Section 13.

Paid sabbaticals will fall into two categories:

- Category One sabbaticals of four (4) weeks (20 business days) are available to eligible members who have at least six (6) continuous years of service with Employer in which they have not previously taken any sabbatical.

- Category Two sabbaticals of eight (8 weeks) weeks (40 business days) are available to eligible members who have at least ten (10) continuous years of service with Employer in which they have not previously taken any sabbatical. A member is entitled to extend a Category Two sabbatical by an additional unpaid period of up to four (4) weeks (20 business days), provided the request for such extension is made at the time of the initial sabbatical request.

To be eligible for a sabbatical, in addition to meeting the applicable service requirements set out above, members must be working full time, must not have been issued any discipline under Article 21 in the previous six (6) months, and must not have given notice of intent to resign.

Sabbaticals must be scheduled and taken in full at one time. A sabbatical may not be requested within six (6) months of any leave from work (other than vacations of fewer than ten (10) business days). Members may request limited use of their accrued vacation time to add up to two (2) additional weeks (10 business days) to their sabbatical, subject to the prior approval of their immediate supervisor, department Vice President, and the Vice President of Human Resources. Upon return from a sabbatical, members are required to work at least four (4) weeks consecutively before taking requesting vacation time.

Employment with the Employer will continue during the sabbatical, and therefore compensation and all benefits will remain in place. Members on sabbatical shall continue with direct deposit of their paycheck.

To request a sabbatical, eligible members must submit a written request at least eight (8) weeks (40 business days) in advance of the start of the proposed sabbatical. During a sabbatical, there will ordinarily not be business contact between the Employer and the member, so satisfactory continuity procedures must be part of sabbatical planning and in place prior to the start of the sabbatical. Planning is important to ensure that the Employer can continue to function smoothly during a sabbatical leave. Members should attempt to schedule their sabbaticals to coincide with the least busy cycle in their department. Employer may deny or postpone a sabbatical request based on operational needs at the time of the request, including work needs/deliverables of the department or organization.

If a member believes a sabbatical request has been unreasonably denied, the member may request a representative from the Guild to join the member in a discussion with the Vice President of Human Resources.

If approved for sabbatical, a member shall work with their immediate supervisor and department Vice President to develop a plan for transition and handling of the member’s duties during the

sabbatical, and any redistribution of duties to facilitate a sabbatical shall not be subject to Article 14.

Upon return from a sabbatical, all members are expected to provide at least four (4) weeks' advance written notice of resignation. Notwithstanding any other provision of this Agreement to the contrary, a member who fails to provide notice of resignation as required pursuant to this Section 13 (a) will not be paid out for any accrued, unused vacation time (unless otherwise required by applicable law), and (b) will be required to repay the Employer, as applicable, for one (1) week of a Category One Sabbatical or two (2) weeks of a Category Two Sabbatical. To facilitate the operation of this Section 13, as a condition of taking sabbatical, all members will be required to authorize payroll deduction of any such repayment obligation.

If an Employer holiday occurs while a member is on sabbatical, such holiday(s) will not extend the sabbatical period, and the member will not receive additional holiday pay or additional closed time in advance of such holiday(s). If an Employer seasonal office closure occurs while a member is on sabbatical, such closure will not extend the total sabbatical period, and the member will not receive additional closed time pay.

Members are not required or expected to engage in any particular type of activity while on sabbatical, including, but not limited to: volunteer efforts, professional development, or research initiatives. Additionally, members will not be required to complete or present any specific reports or presentations in regards to their time spent on sabbatical upon their return.

Section 14. Military Service Leave

The Employer will adhere to all applicable state and federal statutes pertaining to employment rights and benefits applicable to military service members and their families.

ARTICLE 28. WEATHER-RELATED OFFICE CLOSURES

The Employer will make decisions on weather-related delayed openings and full- or partial-day closings of its office based on the Philadelphia School District's decisions for such closings and delays as announced on its website, www.philasd.org, provided that even if the School District remains open, the Employer may choose to close its office for all or part of a day or days as the Vice President of Human Resources determines is appropriate in light of conditions. For purposes of this Article 28, a delayed opening or closing decision by the Philadelphia School District related to a lack of heating or air conditioning at one or more schools will not be considered a weather- related closure unless on the day(s) of such delayed opening or closing Employer's office is also without, as applicable, heating or air conditioning.

Notwithstanding a delayed opening or full- or partial-day closure of the Employer's office for weather-related reasons, pursuant to Article 24, the Employer's operations will continue, and members of the bargaining unit are expected to work their regular schedules or, if unable to do so, to use paid time off except as follows:

- If the Employer's systems are offline due to power or other outages during a member's regularly scheduled hours, members of the bargaining unit will be paid for any scheduled hours they were unable to work.

- If a member was scheduled to work at a third-party location during the hours of a delayed opening or closure and, after consulting with their supervisor, is unable to identify alternative work that can be performed remotely, they will be paid for any scheduled hours they were unable to work.

In instances where a member has care responsibilities or experiences internet connectivity or other issues that may impact their ability to work as scheduled, the member should communicate with their supervisor(s) to explore if an alternative schedule or other accommodation for the workday is possible and would enable the member to avoid the need to use PTO for some or all of the workday.

ARTICLE 29. BENEFITS

Section 1. Health Benefits

A. Health Coverage

a. Employer shall maintain at least two employee group health insurance plans open to member participation, subject to the terms of such plans.

b. At least one offered plan must be a direct point-of-service (DPOS) plan which allows access to out-of-network providers.

c. If such plans do not include dental coverage, Employer shall make at least one standalone dental plan available. If such plans do not include vision coverage, Employer shall make at least one standalone vision plan available.

d. All regular full-time and part-time members shall be eligible to enroll in coverage for themselves and, if enrolled, for their spouses and dependents. All health plans open to members shall cover comprehensive sexual and reproductive healthcare services, including contraceptives, abortion services (surgical or medical), gender affirming care, and telehealth services.

B. Coverage Date

Should a bargaining unit member elect coverage under an available employee group health insurance plan, coverage under such group plan shall begin (i) as of the member's date of hire if such election is timely made in connection with the member's hiring or (ii) as of the date of election if such election is timely made during a period of open enrollment or on account of a qualifying life event occurring after hire.

C. Plan Premiums

a. Except as provided in subsection b, members shall pay 20% of the composite premiums for themselves and their spouses and dependents enrolled in any group health insurance plan and, as applicable, any standalone dental and/or vision plan offered pursuant to Section 1.A above, and Employer shall be responsible to pay the balance of the premium due.

b. With respect to any DPOS plan offered, the Employer will pay for a member and their spouse and dependents the dollar amount of the composite premium the Employer would pay if such individuals were enrolled in the non-DPOS plan (or, if there are multiple non-DPOS plans then being offered, the dollar amount of the composite premium the Employer would pay if such individuals were enrolled in the highest premium non-DPOS plan). The member will be responsible to pay the balance of the composite premium due for the DPOS plan for themselves and their spouse and dependents.

D. Flexible Spending Plans (FSA)

The Employer will make available to members a Flexible Spending Plan for health care expenses. Members may, but are not required to, contribute pre-tax dollars to the FSA. Unused funds at the end of the plan year shall rollover to the next plan year to the extent allowed under federal law/regulations.

E. Employee Education

Annually, the Human Resources Department will provide employee education sessions to discuss group health insurance coverage options. Every bargaining unit member shall receive an initial orientation regarding group health insurance coverage as part of their onboarding with the Employer, and a member of the Human Resources Department will be reasonably available to answer questions and/or provide information regarding group health insurance coverage throughout the year.

Section 2. Transportation Benefits

The Employer will continue to offer a Commuter Flexible Spending Account through Discovery/WEX Benefits.

Section 3. Life and Accidental Death and Dismemberment Coverage

The Employer will offer Group Life and Accidental Death and Dismemberment Coverage to all members of the bargaining unit regularly scheduled to work at least 21 hours each week.

Coverage will be subject to, and in accordance with, the relevant policy/plan documents.

Members must complete an insurance enrollment form and designate their beneficiary(ies) at the time employment begins or at the time the member otherwise satisfies the eligibility requirements for this benefit.

Section 4. Payment for Education

Employer will offer reimbursement for allowable expenses to eligible members who complete eligible courses on the terms set forth in this section.

Eligible Members: To be eligible for tuition reimbursement, a member must have completed six months of continuous service prior to enrolling in an eligible course. Members in probationary status and/or in leave status are not eligible for tuition reimbursement. In addition, members who voluntarily resign their employment may be subject to repayment obligations as set forth below.

Eligible Courses: To be eligible for reimbursement, courses must be (1) offered by an accredited post-secondary institution; (2) approved by both the Vice President of Human Resources and the member's immediate supervisor before the member enrolls in the course; and (3) completed by the member with at least a "C" grade or the equivalent thereof.

With respect to item (2), courses will not be approved unless they relate to the staff member's work assignment(s) or potential future work opportunities with the Employer.

Allowable Expenses: The cost of tuition, text books, and course materials directly associated with an eligible course are allowable expenses. Enrollment fees, registration fees, and parking, lodging, travel or meal expenses, and any other miscellaneous fees or costs, whether or not directly associated with an eligible course, are not allowable expenses.

Maximum Reimbursement: The maximum reimbursement per eligible member is $2,000.00 annually, inclusive of all allowable expenses for all eligible courses. Tuition reimbursement is not an earned or accrued benefit and "unused" funds may not be carried over to future years.

Repayment Obligations: An eligible member who received reimbursement for allowable expenses in connection with an eligible course and who voluntarily resigns their employment within one year of course completion must repay the Employer eighty percent (80%) of the allowable expense reimbursement received from the Employer. As a condition of requesting tuition assistance, members will be required to acknowledge this repayment obligation in writing and to authorize the Employer to recover any repayment amount(s) due through payroll deduction to the maximum extent permitted by law.

Section 5. Short-Term Disability

The Employer will provide at no cost to full-time and part-time members of the bargaining unit who are regularly scheduled to work at least 21 hours per week short-term disability benefits. For eligible members who are determined to be disabled, the Employer will pay short-term disability benefits of 70% of the member's base wage for up to 90 days. A member is not required to exhaust sick time, personal time, and/or vacation time in order to receive short-term disability benefits. A member may elect to supplement this short-term disability benefit by applying any (1) sick time, (2) personal time and (3) vacation time, in that order, that is available to the member. To make such election, a member must complete and submit a Supplemental Pay Form to the Vice President of Human Resources.

Section 6. Long-Term Disability

The Employer will provide at no cost to full-time and part-time members of the bargaining unit who are regularly scheduled to work at least 21 hours per week long-term disability coverage. Such coverage shall provide a benefit of 60% of a member's base wage up to a maximum of $10,000.00 per month.

Section 7. Miscellaneous

Except with respect to short-term disability, the Employer is not self-insuring any insured benefit described in this Article 29 (including group health, life, accidental death and dismemberment, and long-term disability) and, therefore, except as otherwise expressly provided in this Article 29 the Employer's only obligation with respect to these insured benefits is to make premium payments to the relevant insurer(s).

All member participation and coverage and, as applicable, all spouse and/or dependent participation and coverage, in any insurance benefit, coverage, or plan (including group health, life, accidental death and dismemberment, and short-term and long-term disability) shall be subject to, and in accordance with, all relevant policy/plan documents, including all insurer and/or other third-party administrator terms, conditions, restrictions and exclusions.

The Employer reserves the right to change any of its insurance plans, provided a substantially comparable plan is selected, unless a substantially comparable plan is no longer available, in which case Employer shall be entitled to exercise its discretion to select an appropriate plan. The Employer further reserves the right to change its short- term disability benefit from a self-insured to an insured benefit, provided the employee benefit remains substantially comparable.

Benefits payable to or on behalf of members, including short- and long-term disability payments, may be taxable income.

ARTICLE 30. SALARY AND WAGE

Section 1. Minimum Wage

All bargaining unit members shall be paid at least the minimum wage for their position set forth in Table 1.

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Table 1

Classification Level	**Primary Titles**[2]	**Current Positions Covered**	**Minimum Wage**[3]
A	Assistant Specialist	Program Assistant Research Assistant Health Resource Specialist II (Bilingual Navigator) Health and Support Services Resource Specialist	$46,200
B	Coordinator Junior Accountant	Coordinator, Policy and Advocacy Coordinator, COIS Junior Accountant Community Engagement Coordinator	$50,000
C	Analyst Trainer Counselor/Educator	Research Analyst Trainer Counselor/Educator Monitoring and Reporting Analyst	$56,000
D	Program Manager Project Manager Staff Accountant	Program Manager, Breast & Cervical Services Program Manager, Family Planning Program Manager, Quality Management Program Manager, Ryan White Part D Staff Accountant	$58,500
E	Technical Instructional Designer	e-learning Designer	$65,000
F	Senior Manager	Senior Manager, COIS	$67,000
G	Reporting Manager	Reporting Manager	$80,000

[2] Titles set forth in this Table 1 are descriptive only and do not control for purposes of Article 2, Coverage.

[3] For members of the bargaining unit classified as non-exempt, these minimum wages are annualized figures based on their hourly wage and a 35-hour work week. For members of the bargaining unit classified as exempt, these minimum wages are annual salaries based on a 35- hour work week.

Any new position created by Employer during the Term of this Agreement which is agreed or determined to be within the Bargaining Unit will be leveled by Employer, which will notify the Guild of the level assigned before filling such position other than on a temporary basis. If the Guild disagrees with the level assigned by Employer to such position, the parties shall discuss the matter in an effort to reach agreement. If the parties are unable to reach agreement on the level assigned within a period of thirty (30) days from the date of notice by Employer, Employer has the right to hire and to apply the proposed level for a trial period of sixty (60) days. If at the end of the trial period there continues to be disagreement as to level assigned, the Guild will have recourse to the grievance and arbitration procedure set forth in Article 8.

The minimum salaries set forth in Table 1 shall be effective as of the date of ratification.

Section 2. New Hires

Employer may offer a new hire into the bargaining unit a wage above the minimum for the applicable position's job classification level based on its assessment of the new hire's qualifications, experience, and/or job market factors. A bargaining unit member shall be classified as to job title at the time of employment, transfer or promotion, and the Guild notified in accordance with the provisions of Article 4.

Section 3. Market Wage Adjustments

Employer shall engage a firm specializing in the design and implementation of compensation programs to conduct a market salary analysis for each bargaining unit position at least every three years for Job Classification Levels as outlined in Section 1, of which analysis will be provided to the Guild within 30 days of receipt by Employer.

If Employer determines during the term of this Agreement that a market wage adjustment to minimums is appropriate for some or all of the job level classifications set forth in Table 1, it will present the Guild with a proposal for adjustments that includes its rationale. If the Guild disagrees with the Employer's proposal based on information provided, the parties shall discuss the matter in an effort to reach agreement. If the parties are unable to reach agreement on the amount of the market wage adjustment(s), the job level classification(s) to which any adjustment(s) will apply, and when any such adjustment(s) will take effect, the Guild will have recourse to the grievance and arbitration procedure set forth in Article 8.

Section 4. Part-Time Positions

Part-time positions shall be placed in the same job classification level as their full-time equivalents. The minimum wage for any individual part-time bargaining unit member in any job classification level shall be prorated based on the average number of hours the member is scheduled to work in a year hours as compared to a full-time bargaining unit member in the same position.

Section 5. One-Time Retention Bonuses for Certain Existing Members

Members of the bargaining unit who have at least three but less than five continuous years of service as of the date of ratification of this Agreement will receive a one-time retention bonus in

the gross amount of five hundred dollars ($500). Members of the bargaining unit who have five or more continuous years of service as of the date of ratification of this Agreement will receive a one-time retention bonus in the gross amount of seven hundred dollars ($700). Retention bonuses under this section will be paid to eligible members in paychecks issued for the second full pay period that starts after ratification.

Section 6. Cost of Living Adjustment

During the Term of this Agreement, bargaining unit members shall receive an annual adjustment (COLA) of 3.5% of the minimum wage for their job classification level, effective the first full pay period in January of each calendar year.

Section 7. Promotions

A bargaining unit member who is promoted shall receive the minimum wage for the classification of the job level into which they are promoted or a 2% increase from their current wage, whichever is greater. Instances in which a bargaining unit member's promotion results in a change in premiums for any healthcare benefits shall be addressed in Article 29, Benefits.

Section 8. Pay Due To Changes in Workload

Refer to Article 14.

Section 9. Pay for Work in Hazardous Conditions

Refer to Article 23.

Section 10. Pay Cuts

Employer may not implement any pay cuts except in accordance with Article 20, Section 11 or in conjunction with a change in position made at the conclusion of a Performance Improvement Plan implemented pursuant to Article 22.

Timing of Adjustments

For members of the bargaining unit hired before the ratification of this Agreement who are entitled to any adjustment in their wage as of the ratification date (including but not limited to adjustments under Section 1), such adjustments will take place in the second full pay period starting after the ratification date.

Section 12. No Reduction in Wages

There shall be no reduction in the wage of any bargaining unit member as a result of putting this Agreement into effect.

ARTICLE 31. RETIREMENT

Section 1. Retirement Plan Participation

The Employer will continue to make available a 403(b) Employee Retirement Plan (the "403(b) Plan") for its eligible employees.

Benefits and eligibility for the 403(b) Plan will be as specified by the applicable plan documents currently included within the Employer's personnel manual.

Section 2. Retirement Plan Education

Financial retirement planning presentations will be offered by the Employer once annually for all staff through a video conference. The Employer will provide employees with at least two (2) weeks' notice of this presentation. There will be no charge to bargaining unit members for these presentations. Bargaining unit members will be afforded the opportunity for brief individualized consultation with adviser(s) for as long as such consultation services are provided by the wealth management provider of the Employer's choice.

Section 3. 403(b) Contributions

Bargaining unit members may enroll in the 403(b) Plan as of their date of hire and may elect to make contributions in accordance with the terms of the plan. Starting in the first full month of employment following a member's completion of their Probationary Period, the Employer will begin making matching contributions on behalf of an enrolled bargaining unit member in an amount equal to such member's contributions, *up to a maximum of 3.5% of the member's base salary.* Employer matching contributions will not be subject to any vesting schedule. The Employer will not match any after-tax contributions to the plan.

Section 4. Socially Responsible Mutual Fund Option

The Employer will continue to ensure that the 403(b) Plan offers at least one socially responsible mutual fund option.

Section 5. Effective Date

A series of steps are required to implement changes to the Employer's plan. Accordingly, the Employer affirms that the changes described in this Article will become effective no later than six month after the ratification of this Agreement.

ARTICLE 32. OUT OF POCKET WORK-RELATED EXPENSES

The Employer will take reasonable measures to limit work-related expenses which members of the bargaining unit must pay out of pocket. Where it is necessary for a member of the bargaining unit to incur a work-related expense, including but not limited to any work- related expense authorized under Article 9 of this Agreement, if possible, the member should request in advance

to have the Employer pay the expense directly. In those instances where it is not possible for the member to request direct payment or it is not possible for the Employer to make direct payment for a necessary work-related expense, the member will request reimbursement, and the Employer will reimburse the member for any such reasonable expense, in accordance with Appendix IV.

ARTICLE 33. USE OF MEMBER NAME AND LIKENESS

The Employer will not use the name or likeness of any member of the bargaining unit in any Promotional Material(s) released by the Employer without the member's written consent. The Employer will not attribute a quote to a member of the bargaining unit in any Promotional Material(s) released by the Employer without the member's written consent. "Promotional Material" means material solely intended to advertise the business, mission or personnel of AccessMatters. "Promotional Material" does not include AccessMatters Work Product. "AccessMatters Work Product" means material generated for, in connection with, or related to the day-to-day operations and work of AccessMatters, including but not limited to grant proposals and reports; outreach materials promoting public health programs, information hotlines, programs relating to advisory boards or focus groups; and/or materials relating to other AccessMatters services such as training or technical assistance work. A member who wishes to request that their name and/or likeness not be included in AccessMatters Work Product should contact the Vice President of Human Resources to discuss their request and next steps. In cases where the Vice President of Human Resources determines that the Employer is unable to approve the member's request, the member may initiate a grievance in accordance with Article 8.

A member of the bargaining unit who has given consent to the use of their name, likeness or other personal information in Employer Promotional Material(s) may withdraw that consent as to any new publication of such material(s) occurring after the date of such withdrawal to the extent the Employer was provided reasonable notice and provided Employer will have no obligation to republish, retract or otherwise make unavailable any such material(s) created when such consent was still in effect. A member's refusal to provide or withdrawal of consent for the use of their name or likeness in Promotional Material(s) shall have no effect on such member's continued employment, nor shall any member face disciplinary action as a result of withdrawing consent.

In no case shall members be required to utilize their personal social media to further the goals or mission of Employer.

ARTICLE 34. CONFLICTS OF INTEREST

The Employer recognizes that members of the bargaining unit may pursue opportunities for engagement in addition to their work at the organization. Both the Employer and the Guild recognize the desire to support members in pursuing such opportunities and development, while recognizing that such outside engagements may present potential conflicts with their work for the Employer and are subject to Employer's conflict of interest policy. Members of the bargaining unit are required to complete annually and in a timely manner Employer's Conflict of

Interest Disclosure Questionnaire (the "Questionnaire") and to cooperate with Employer's reasonable follow-up requests for information related to submitted Questionnaires.

If the Employer determines that information disclosed by a member, including but not limited to any outside engagement, presents a conflict of interest, it will notify the member of that determination in writing. If the member believes the conflict can be resolved, the member may present a proposal for resolution of the conflict to the Vice President of Human Resources within 14 days of receipt of the Employer's initial determination. If no such proposal is presented, the Employer's initial determination will become final immediately upon the conclusion of such 14-day period. If a member timely presents a proposal for resolution, the Employer will consider such proposal and make a final determination as to whether a conflict of interest exists and will notify the member of that final determination in writing. In addition to providing notice to the member, any final determination by Employer that a conflict of interest exists will be added to the member's personnel file. Once a member has been notified by Employer of a conflict of interest (including while any proposal for resolution is pending), the member may not engage in the conduct giving rise to the conflict (including but not limited to pursuing any outside engagement) while employed by Employer. In instances where a member disagrees with the Employer's final determination as to a conflict of interest, the Guild shall follow the grievance process pursuant to Article 8.

If during a calendar year, a member wishes to enter into an outside engagement after submitting their Questionnaire, the member must complete an updated Questionnaire including the new relevant information and submit it to the Vice President of Human Resources for review. The parties shall thereafter follow the process set out above with respect to annual Questionnaires for notice and resolution.

For purposes of this Article 34 and Employer's Questionnaire, both paid and unpaid activities, including but not limited to consulting work, secondary employment, internships, volunteer opportunities, and board of directors or board of trustees service, constitute "outside engagements."

ARTICLE 35. POLITICAL PARTICIPATION

The Employer and the Guild uphold the rights of employees to participate in advocacy and other political activities outside of work.

In accordance with the requirements of Employer's 501(c)(3) nonprofit tax status, while in Employer's office or while otherwise conducting the business of Employer or on work time, members of the bargaining unit may not wear buttons or t-shirts in support of or opposed to any candidate for elective public office, any political party, or any political action committee; display signage in support of or opposed to any candidate for elective public office, any political party, or any political action committee; or otherwise engage in any support for or opposition to any candidate for elective public office, political party or political action committee.

Except to the extent authorized lobbying activities may be part of a member's job duties, while in Employer's office or while otherwise conducting the business of Employer or on work time,

members of the bargaining unit may not wear buttons or t-shirts referring to legislation; display signage referring to legislation; or otherwise engage in any conduct intended to influence legislation, including but not limited to commenting on the merits of legislation or encouraging others to engage around legislation. Legislation includes action by Congress, any state legislature, any local council, or similar governing body with respect to acts, bills, resolutions, or similar items (such as legislative confirmation(s) of appointed office), or by the public in referendum, ballot initiative, constitutional amendment, or similar procedure.

If a member of the bargaining unit is arrested solely on account of their participation in a civic or political protest or other act of civil disobedience during non-work hours, in addition to following Philadelphia's Fair Criminal Record Screenings Standards ordinance (the "FCRSS") as then in effect (or other applicable superseding law, if any, as may then be in effect), Employer shall not pursue any punitive or corrective action against any such member on account of such arrest; provided that any action taken by the Employer against a member which it reasonably determines is required by the terms of its agreement(s) with any actual or prospective funder or partner and which action does not violate the FCRSS (or other applicable superseding law, if any, as may then be in effect) shall not be considered to violate this Article 35.

The Employer will not reprimand, or otherwise threaten the employment of a member of the bargaining unit for online activism such as petition signing or social media posts, provided such activities are conducted during non-work hours using only personal accounts, devices and equipment.

ARTICLE 36. MANAGEMENT RIGHTS

Except as specifically limited by the express terms of this Agreement, the Employer retains and will continue to have the exclusive right to take any action it deems appropriate in the administration and management of its office(s) and operations (or any part thereof) and in the direction of its workforce (or any part thereof). All management rights, functions, powers, privileges and authority which Employer did not specifically modify or restrict by a written provision of this Agreement are retained and vested exclusively with the Employer, and its actions in accordance herewith are not subject to bargaining, grievance or arbitration under this Agreement so long as they are not in conflict with the express provisions of this Agreement.

This Article 36 (Management Rights) survives the expiration of the Agreement.

ARTICLE 37. MISCELLANEOUS

Section 1. Access to the Board

The Executive Committee of the Employer's Board of Directors together with representatives of Employer's Senior Leadership Team will meet with the AccessMatters Union Unit Council twice each calendar year for up to two (2) hours per meeting, with such meetings to be scheduled on dates that are mutually agreeable and with meetings to be held in person or virtually as

determined by mutual agreement, provided that where the parties agree to meet in person, a remote attendance option will also still be available.

Section 2. Severability

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

Section 3. Modification

Any changes in this Agreement, whether by addition, waiver, deletion, amendment, or modification, must be reduced to a writing executed by both the Employer and the Guild.

ARTICLE 38. TERM

This Agreement shall have a term of three years from the date of ratification (the "Term").

ACCESSMATTERS

By: _____
Melissa Weiler Gerber
President & CEO

NEWSGUILD OF GREATER PHILADELPHIA

By: William Ross
William Ross (Aug 19, 2023 10:12 EDT)
William Ross
Executive Director

By: Alana Leger
Alana Leger
Unit Chairperson

APPENDIX I

RECOGNITION AGREEMENT

This Recognition Agreement (the "Recognition Agreement") is hereby entered into by and between The NewsGuild of Greater Philadelphia ("The NewsGuild" or "Petitioner") and AccessMatters (together, the "Parties").

WHEREAS, on December 7, 2020, The NewsGuild filed a petition with the National Labor Relations Board ("NLRB") (Case No.04-RC-269818) (the "Petition") requesting that the NLRB conduct an election to permit certain AccessMatters employees to vote to designate The NewsGuild as their exclusive representative for collective bargaining purposes;

WHEREAS, on December 17, 2020, the Parties entered into the Card Check Agreement;

WHEREAS, on December 17, 2020, a neutral third party mutually designated by the Parties reviewed the information provided by the Parties and verified majority support for the bargaining unit in accordance with the terms and conditions set forth in the Card Check Agreement; and

WHEREAS, on December 17, 2020, the NewsGuild advised the NLRB that it is withdrawing the RC Petition filed on December 7, 2020;

NOW, THEREFORE, the Parties hereby agree as follows:

1. AccessMatters recognizes the NewsGuild of Philadelphia, Local 38010, as the exclusive bargaining agent of all non-supervisory full-time and regular part-time employees employed by AccessMatters, including Business Intelligence Analyst, Coordinator, Counselor/Educator, Data Entry Clerk, HRS I, HRS II, Program Assistant, Program Manager, Reporting Manager, Research Analyst, Research Assistant, Research Project Manager, Senior HRS II, Senior Manager (Community Outreach & Information Services), Senior Research Analyst, Trainer, Training Administrator, and all other future non-supervisory positions with analogous roles.

2. The unit shall exclude the President and CEO, all Vice Presidents, all Directors, all Deputies (including deputies to Vice Presidents, to Directors, and the Clinical Deputy), all project and other managers with supervisory duties, interns, managerial employees, confidential employees, guards, and supervisors pursuant to the National Labor Relations Act ("NLRA").

3. The Parties shall resolve their dispute as to the inclusion or exclusion of certain positions in the unit (as specified in Paragraph 3(c) of the Card Check Agreement) in accordance with Paragraph 4 of the Card Check Agreement.

ACKNOWLEDGED AND AGREED:

ACCESSMATTERS

Melissa Weiler Gerber

Digitally signed by Melissa Weiler Gerber
DN: cn=Melissa Weiler Gerber, o=AccessMatters, ou=AccessMatters, email=melissa.weilergerber@accessmatters.org, c=US
Date: 2020.12.17 12:16:42 -05'00'

By: Melissa Weiler Gerber
President & CEO

Dated: December 17, 2020

THE NEWSGUILD OF GREATER PHILADELPHIA

Bill Ross

By: Bill Ross
Executive Director

Dated: December 17, 2020 12/17/2020

APPENDIX II

FORM OF ASSIGNMENT and AUTHORIZATION TO
DEDUCT GUILD MEMBERSHIP DUES OR OTHER FEES

I hereby assign to The NewsGuild of Greater Philadelphia-CWA, and authorize the Employer to deduct per pay period from any wages earned or to be earned by me as an employee, an amount equal to Guild initiation fees, dues and assessments or a "fair share" contribution as certified by the Treasurer of the Guild and to remit the amount deducted to the Guild each month.

This deduction will be effective with the second complete pay period starting after Employer's receipt of this Assignment and Authorization form ("Authorization") and shall remain in effect until revoked by me, but shall be irrevocable for a period of one year from the date appearing below or until the termination of the contract between myself and the Guild, whichever occurs sooner. I further agree and direct that this Authorization shall be continued automatically and shall be irrevocable for successive periods of one year each or for the period of each succeeding applicable contract between the Employer and the Guild, whichever period is shorter, unless written notice of its revocation is given by me to the Guild by registered mail not more than thirty (30) days and not less than fifteen (15) days prior to the expiration of each such period. Such notice of revocation shall be processed by the Guild and Employer in accordance with the terms of the contract then (or last) in effect between them.

This Authorization is voluntarily made in order to pay my equal share of the Guild's costs of operation and is not conditioned on my present or future membership in the Guild.

This Authorization supersedes all previous assignments and authorizations if any heretofore given by me in relation to Guild initiation fees, dues and assessments.

_____
Bargaining Unit member's signature

_____
Date

APPENDIX III

ARTICLE 9 REPORTING PROCESS

1. A member who believes they have experienced or witnessed behavior in violation of Article 9 shall report their concern to the Vice President of Human Resources. If the behavior at issue involves the Vice President of Human Resources, the member shall report their concern to the President & CEO. If the behavior at issue involves the President & CEO and the member is not comfortable reporting their concern to the Vice President of Human Resources, the member shall report their concern to the Chair of the AccessMatters' Board of Directors.

2. It is preferred, but not required, that any report made under Paragraph 1 be in writing. Where a concern is reported verbally, the individual to whom the report is made shall assist the member in completing a written statement or, in the event the member refuses to provide information in writing, the individual to whom the report is made shall document the verbal report.

3. Within five (5) business days of receipt of a report of member concern, the Employer shall notify the member and the Guild whether it intends to investigate the concern.

4. In the case that Employer decides to investigate the concern:

    a. It shall, within thirty (30) days of issuing the notice under Paragraph 3 above, notify the member and the Guild of either (a) the outcome of its investigation, if concluded or (b) the status of its investigation, if not concluded.

    b. Where the Employer has been unable to conclude its investigation within thirty (30) days as set forth above, the Employer shall be entitled to another thirty (30) days to conclude its investigation, unless the parties mutually agree to a longer time period.

    c. Upon conclusion of the Employer's investigation, it shall notify the member and the Guild of the outcome of the investigation.

    d. There shall be no recourse to the grievance procedure under Article 8 while an Employer investigation is open.

5. In the case that the Employer decides not to investigate the concern, the complaining member may elect to proceed with a grievance pursuant to Article 8.

APPENDIX IV

ARTICLE 32 EXPENSE REIMBURSEMENT POLICY

AccessMatters will reimburse employees for reasonable out of pocket expenses incurred for authorized AccessMatters business in accordance with this policy.

General Rule

All travel and business expense reimbursements made by AccessMatters must, at minimum, meet the following criteria:

a) Prior Approval. Employees must receive prior approval from their supervisor or department Vice President before making arrangements for or incurring any travel and business expense.

b) Business Connection. Amounts paid must have a business purpose

c) Timely Substantiation and Submission. All reimbursements must be properly substantiated and submitted to the Fiscal Department for reimbursement within one month from the date of travel or purchase.

Requesting Reimbursement

Once the above criteria are met, the reimbursement request must be submitted to your supervisor or department Vice President for approval prior to submitting the request to the Fiscal Department. The reimbursement request must include the following:

a) Original receipts, canceled checks, itemized bills, invoices or other proof of payment are required as evidence of the expense. Exceptions to the receipt requirement are allowed for some items such as mileage and cash gratuities where a receipt is not readily available. For mileage, evidence (e.g. copy of map directions or Map Quest) of the total amount of miles driven must be submitted with your reimbursement request. If a receipt cannot be located, the employee must complete a Missing Receipt Declaration certifying the receipt is lost and duplicate copy cannot be obtained. Recurring use of the Missing Receipt Declaration may result in the denial of the expense reimbursement related to the missing receipt.

b) A travel expense voucher, which must be completed by the employee for all requested reimbursements reflecting the supervisor's signature and a written statement of the business purpose of the expense. Entertainment expenses require additional information, such as the nature of business discussion or activity and a list of the persons entertained and their business relationship to AccessMatters. Under no circumstances are alcoholic beverages considered a reimbursable entertainment expense.

c) A travel expense voucher and appropriate documentation of the expense must be submitted to the Fiscal Department within one month after the employee incurred the expense; this includes all expenses charged to corporate American Express cards.

Requesting Travel Advance

If needed, employees must submit an approved travel advance request for a temporary cash advance to the Fiscal Department no later than ten working days prior to the date needed. The manager approving the travel must approve the advance.

Return of Travel Advances. Advances in excess of substantiated, approved travel expenses incurred must be returned to AccessMatters within 10 working days after travel expense voucher is submitted to the Fiscal Department. If the excess advanced is not returned within the stated time, the amount will be deducted from the employee's pay, and the employee will lose future travel advance privileges.

Guidelines for Allowable Travel Expenses.

The level of travel, accommodations and related expenses should be governed by what is reasonable and appropriate to the business purpose involved. AccessMatters is largely funded by Federal, State and local government grants. Therefore, employees are expected to incur reasonable and appropriate travel expenses. Employees can use the United States General Service Administration's travel rates, set forth at www.gsa.gov, see Domestic Travel Rates as a guide for what is reasonable and appropriate. Exceptions will be made by the department Vice President based upon availability of accommodations or transportation and in emergency travel situations.

The following categories cover the most common reimbursable expenditures. This list is not intended to be all-inclusive.

- Air Travel. Employees will not be reimbursed for first class air travel.
- Lodging. Reimbursement for lodging expenses should be, whenever possible, consistent with the prevailing per diem rate for the location of the hotel. This rate includes taxes. If the employee wishes to stay at a hotel that is more expensive than the per diem rate, the employee personally may cover the difference.
- WiFi required for business purposes.
- Meals. Employee meals are reimbursable when employees are attending authorized business meetings or conferences if such meals are not provided at the conference. Gratuities paid on meals should be included in the amounts reported as expenses for meals. Employees are required to submit itemized receipts for meal reimbursement.
- Train travel. Regular train and economy or coach class should be taken at all times when traveling for AccessMatters unless taking the more expensive business class or Acela will prevent other additional expenses (such as overnight hotel stay) or as otherwise approved by the employee's supervisor.
- Car Rental. The Department Director or Vice President must approve all automobile rentals prior to incurring the expense. Employees generally should rent compact or intermediate-size vehicles. However, if it is more cost effective to rent a full-size vehicle (for example, because multiple employees will travel together in the larger vehicle

instead of traveling separately in smaller vehicles), then the rental of a full-size vehicle is permissible. Whenever feasible, vehicles should be shared by those traveling at the same time. Similarly, when more than one employee travels at the same time to the same place or event, the employees are encouraged to share transportation upon arrival to their destination thus reducing cost to AccessMatters.

- Personal Vehicle Usage. Employees who elect to drive their own vehicles on approved AccessMatters business (including travel to and from public transportation) will be reimbursed the standard business mileage rate plus parking and tolls, except as provided below. Note: Employees are responsible for carrying adequate insurance, as AccessMatters does not assume liability for any damage or loss to the employee's vehicle.

- Local Transportation. Normal home to work (and work to home) commuting expenses are not reimbursable, even if the work location to which the employee reports on a given day is different from their regular work location. For purposes of this policy, the commute to the AccessMatters office from an employee's home (and from the office to their home) is considered the "normal" commute even for remote employees and is not reimbursable. Therefore, when traveling to a work location other than the AccessMatters office, employees may only request reimbursement for costs (*e.g.*, mileage, taxi, public transportation, rideshare) that exceed their normal commute. Employees are expected to use the most cost-effective travel option reasonably available to them.

- Out of Town Business Travel. When traveling on approved AccessMatters out-of-town business, employees will be reimbursed for the cost of the travel while out-of-town. For purposes of this policy, out-of-town business is any business at a location more than 50 miles from the AccessMatters office. Employees are expected to use the most cost-effective travel option reasonably available to them (including free or low cost courtesy vehicles or shuttles that may be offered by their hotel/motel while on out-of-town business trips). When traveling out-of-town, employees will follow Local Transportation guidelines for travel to and from the airport or train station, except when travel occurs after business hours or on the weekend

- Gratuities, Check baggage fees, Porterage fees and other fees for checking items and tips are covered when in keeping with local custom and reasonable.

Travel and Entertainment Expenses Which Are Not Allowable

- Companion Travel Expense. AccessMatters will not reimburse the travel expenses of an employee's partner, family member or other companion on business trips. If an employee's partner, family member or other companion accompanies the employee on the business trip, the employee is responsible for all costs associated with their partner, family member or other companion's travel and entertainment expenses, including any additional costs (e.g., meals, increased hotel room size or fees for additional person lodging).

- Extension of Business Travel. AccessMatters will not reimburse any additional travel or entertainment expenses associated with an employee's decision to extend a business trip for personal travel and the employee will be responsible for paying the difference between what employee's flight would have cost and what it does cost with the extension of trip, if any.

- Other Personal Expenses. In addition, AccessMatters will not reimburse expenses, which are personal in nature. These include, but are not limited to, the following:

    - Toiletries or other personal items

    - Special room services or use of facilities such as a sauna or fitness club while at a hotel or motel.

    - Travel costs and meal expenses of an employees' partner, family member or other companion

    - Upgrades of travel tickets (e.g., from coach to business or first class) with the exception of an emergency (e.g. medical, weather or social unrest), which may require you to discontinue your business travel early and no other travel options are available.

    - Personal travel expenses for airlines, car rentals, lodging, meals, etc., including in connection with an employee's decision to extend a business trip for personal travel.

    - Fines and penalties for violation of parking and driving laws or other laws.

    - Dues for airline clubs/initiation fees.

    - Membership fees for country clubs and other similar clubs.

    - Movies.

Missing Receipt Declaration – **TYPE OF EXPENSE**

Date of Expense:

Vendor:

Amount:

I certify that the above mentioned receipt is missing. The original receipt is lost and I am unable to obtain a duplicate receipt from the provider of goods or services for which the payment was made. I certify that the above expense was incurred in connection with the business purpose stated above.

Employee Name
Signature
Date

AccessMatters NewGuild CBA 08.18.2023

Final Audit Report 2023-08-19

Created:	2023-08-19
By:	Alana Leger (alana.leger@accessmatters.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtU6QALq-PmkGNLA9ruo4e4_tc8bFoVdK

"AccessMatters NewGuild CBA 08.18.2023" History

Document created by Alana Leger (alana.leger@accessmatters.org)
2023-08-19 - 2:05:17 PM GMT- IP address: 174.198.7.119

Document emailed to bross@local-10.com for signature
2023-08-19 - 2:08:34 PM GMT

Email viewed by bross@local-10.com
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Signer bross@local-10.com entered name at signing as William Ross
2023-08-19 - 2:12:18 PM GMT- IP address: 98.114.240.218

Document e-signed by William Ross (bross@local-10.com)
Signature Date: 2023-08-19 - 2:12:20 PM GMT - Time Source: server- IP address: 98.114.240.218

Agreement completed.
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