

**Community Catalyst & Service Employees International Union
(SEIU), Local 888
Collective Bargaining Agreement**

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DEFINITIONS

In this Agreement:

Bargaining Unit means the stipulated group of employees who share common interests in the terms and conditions of their employment with Community Catalyst and who are collectively represented by the Union and covered by the terms of this Collective Bargaining Agreement (“CBA” or “Agreement”).

Community Catalyst United or “CCU” is a name used by Employees and the Union to designate the Bargaining Unit of Community Catalyst staff.

Employee means a Bargaining Unit employee covered by this Agreement, unless otherwise specified or the context requires otherwise.

Employer means Community Catalyst, Inc.

Family means an Employee’s child, parent, sibling, grandparent, spouse, domestic partner, household member, close friend, or other person with whom the Employee has a significant relationship, except where otherwise defined by federal or state law or regulation or this Agreement.

Grievance means a written complaint by the Union that there has been a violation, misinterpretation, or misapplication of a specific provision(s) of this Agreement.

Guardian means anyone who is a biological, adoptive, or foster parent or anyone taking on a caregiving role, unless otherwise specified in this Agreement.

Human Resources refers to the Community Catalyst department that manages the hiring, training, and administration of Community Catalyst personnel, policies and procedures. As of the effective date of this Agreement, Human Resources may refer to the Human Resources Department and/or the Talent, Equity, and Belonging Department under which it is situated.

Just Cause means the traditional labor relations standard for determining the propriety of disciplinary action, up to and including termination of employment, initiated by the Employer under Article 10 of this Agreement.

Union means Service Employees International Union (SEIU), Local 888, the Union representing Bargaining Unit staff at Community Catalyst, including the Union’s designated stewards and other official representatives for the Bargaining Unit.

PREAMBLE

This Collective Bargaining Agreement (“Agreement”) or “CBA”) is made as of the First of April 2024 by and between Community Catalysyt, Inc. (“Employer”) and the Service Employees International Union (SEIU), Local 888 (“Union”) (collectively, the “Parties”).

ARTICLE 1: RECOGNITION

- A. Community Catalyst Inc. ("Employer") hereby recognizes the Service Employees International Union, Local 888 ("Union") as the exclusive bargaining representative of employees in the following Bargaining Unit.
- B. The agreed upon Bargaining Unit shall consist of the Employer's full-time and regular part-time (working more than 20 hours per week) employees, but excluding interns; fellows; practicums; co-ops; temporary employees; confidential employees; and supervisors and managers within the meaning of the National Labor Relations Act. Bargaining Unit positions, as of the Effective Date of this Agreement, are listed below:
 1. Associate
 - a. Includes: Program Associate, Communications Associate, Policy Associate, Grants & Finance Associate*, Accounting Associate*
 2. Coordinator
 - a. Includes: Program Coordinator, Policy Coordinator, Communications Coordinator, Digital Coordinator, Health Equity Coordinator, Development Coordinator, Grants/Project Coordinator, Outreach and Engagement Coordinator
 3. Accountant*
 - a. Includes: Staff Accountant*, Grant Accountant*
 4. Senior Accountant*
 5. Technical Assistance Provider
 - a. Includes: State Advocacy Manager (SAM), Strategic Manager, Health Equity Manager
 6. Senior Technical Assistance Provider
 - a. Includes: Senior State Advocacy Manager (SAM), Senior Strategic Manager
 7. Policy Analyst
 8. Senior Policy Analyst
 9. Communications Manager
 - a. Includes: Digital Communications Manager, Writer & Web Manager, Editorial and Content Manager
 10. Senior Communications Manager
 11. Project Manager
 12. Community Engagement Consultant
 13. Officer*
 - a. Includes: Development Officer*, Foundations Officer*, Business Development Officer*
 14. Manager of Development Operations and Research*

¹ *This position is staff with a confidential role who will nonetheless be included in the Bargaining Unit subject to the person signing and abiding by a Non-disclosure and Confidentiality Agreement prescribed by Community Catalyst Management, and their refraining from participation in the labor-management negotiations for a collective bargaining agreement unless specifically authorized by Management.

ARTICLE 2: UNION SECURITY

- A. It shall be a condition of employment that all Employees covered by this Agreement who are members of the Union in good standing as of the Agreement's effective date shall remain members in good standing, and those who are not members as of the effective date of this Agreement, shall, on or after the 30th day following the effective date become and remain a member in good standing of the Union, or in lieu of Union membership pay an agency fee to the Union. The amount of such agency fee shall be determined by the Union in accordance with applicable law.
- B. It shall also be a condition of employment that all Employees covered by this Agreement who are hired on or after its effective date shall, on or after the 30th day of employment following the beginning of such employment either become and remain a member of the Union or pay an agency fee as determined by the Union in accordance with applicable law.
- C. In the event that any Employee fails to comply with Section A of this Article, the Union may notify the Employer in writing by registered mail of such lack of compliance.
- D. The Employer agrees to deduct per pay period the regular dues or fees from the wages of each Employee covered by this Agreement who voluntarily authorizes the Employer to make such deductions by executing a proper payroll deduction authorization form supplied by the Union. The Employer shall remit the dues or fees so deducted monthly to the designated Union official together with the names and wages of the employees from whose wages such deductions have been made. The Employer shall not make deductions and shall not be responsible for remittance to the Union of the dues or fees for any pay period during which the employee has no earnings or where otherwise unlawful. The Union shall certify the amount of the dues to the Employer in writing.
- E. During new hire orientation, the Employer will notify each new Bargaining Unit Employee that the Employer has a labor agreement with a union security clause requiring each Employee to begin paying union dues or fees after thirty (30) calendar days of employment.
- F. The Union shall indemnify, defend and otherwise hold the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action the Employer takes pursuant to this Article.
- G. Under no circumstances shall the Employer be liable to the Union for the regular dues or fees owed by an Employee to the Union.
- H. Upon receipt of an Employee's duly authorized and executed payroll deduction authorization form, the Employer agrees to deduct per pay period voluntary designated contributions for the SEIU COPA fund. Such deductions shall commence in the first full pay period in the month following receipt of such authorization. The Employer shall not be obligated to make such deductions upon (a) receipt of a written revocation signed by the Employee; (b) when the Employee is on an unpaid leave of absence; or (c) the Employee has been terminated or left the Bargaining Unit. The Employer agrees to remit such deductions no later than the end of the next calendar month to the authorized agent for such purposes designated by the Union.

- I. All provisions of this Article will be interpreted and applied in accordance with, and only to the extent permitted by, applicable federal, state and/or local laws.

ARTICLE 3: MANAGEMENT RIGHTS

- A. The Employer reserves and retains all management rights and prerogatives except to the extent they are clearly and unequivocally waived or limited by a specific provision in this Agreement. These retained rights and prerogatives include, but are not limited to, the sole and exclusive right to establish its mission, goals, and programs; to manage its business; to decide all questions pertaining to its mission, goals, programs, and business; to determine the type of work to be done, the location of work, and the method and process of rendering services; to establish new jobs and determine the content of existing jobs; and to establish work and quality standards. The Employer's exercise of or failure to exercise any management right, prerogative, or function in any given circumstances shall not be deemed a waiver, limitation, or modification of the Employer's management rights and prerogatives.

ARTICLE 4. NON-DISCRIMINATION AND WORKPLACE EQUITY

- A. Community Catalyst, the Union and Community Catalyst United are committed to a workplace free from unlawful discrimination or harassment. Community Catalyst will not unlawfully discriminate against any Employee in hiring, promotion, wages, terminations, or other terms and conditions of employment because of race, ethnicity, religion, creed, color, national origin, ancestry, physical or mental disability, age, pregnancy, sexual orientation, gender, marital status, veteran status, citizenship or immigration status, primary language, speaking English with an accent, parental/caregiver status, personal appearance, or other legally protected status or because of the Employee's membership in, or activities on behalf of the Union. Community Catalyst is committed to providing equal opportunity in all aspects of employment and administering all personnel policies and procedures in an equitable, non-discriminatory manner, and to complying with all relevant and applicable federal, state or local laws prohibiting discrimination or requiring equal opportunity.
- B. Complaints and Legal Action
 - 1. Community Catalyst will maintain a legally-compliant policy prohibiting discrimination and/or sexual harassment and providing for internal complaints, contained in its employee handbook and applicable to all employees at the organization, including members of the Bargaining Unit. Employees may grieve sexual harassment or discrimination in accordance with the grievance procedure set forth in Article 8. Alternatively, Employees may choose to follow the process outlined in the employee handbook. Whether or not employees pursue internal remedies, they retain all rights under the law to take any form of legal action.
 - 2. If an Employee chooses to use the process outlined in the employee handbook to address a harassment or discrimination complaint, and there is a finding of misconduct, Community Catalyst may, in its full discretion, retain an external restorative justice facilitator to support the affected parties in outlining concrete next steps to address the harm that was caused.
- C. Respect and Dignity
 - 1. Community Catalyst, the Union and Community Catalyst United recognize the parties' shared interest in building a relationship that is effective, constructive, and oriented toward problem-solving, to ensure that Community Catalyst fulfills its mission and that Employees are supported in bringing their creativity and energy to the work. To achieve this mutual aim, Community Catalyst, the Union and Community Catalyst United agree to treat all employees, both Bargaining Unit Employees and non-Unit employees, with respect and dignity. Both parties agree to uphold the guiding principles of fairness, equity, and transparency in their joint efforts to strengthen the work, and the workforce, of Community Catalyst.
 - 2. Pronoun Use and Gender Inclusive Language
 - a. Community Catalyst and Bargaining Unit members will refer to all employees by their stated pronouns and otherwise recognize and affirm the stated gender identity of employees in all organizational communications, policies, and practices. Community Catalyst will

provide resources and training to all employees on an ongoing basis, including during orientation, to ensure employees understand and abide by this practice.

- b. Within sixty (60) calendar days of the effective date of this Agreement, Community Catalyst will adopt a gender inclusive language policy.

3. Disability Justice and Accommodations

- a. In compliance with all applicable laws, Community Catalyst will make available reasonable accommodations to the known physical or mental limitations of qualified Employees with disabilities unless the accommodation would impose an undue hardship on the operation of Community Catalyst. The Union will cooperate in the administration of this Agreement so as to enable such accommodations to be offered, where applicable. If an Employee needs assistance to perform their job duties because of a physical or mental condition, they should contact HR for assistance.
- b. Within four (4) months of the effective date of this Agreement, the Labor Management Committee will develop a disability accommodations policy. Such policy shall include, at minimum: a process for submitting a disability accommodations request, including stated reasonable timelines for each step; and processes for the protection of confidential medical information.

D. Hiring

1. The Labor Management Committee will develop a shared framework for centering racial equity and health justice in interviews and screening of eligible candidates. Screening should ensure that candidates have the necessary experience to further anti-racism and intersectionality within Community Catalyst's work and work environment.
2. When screening new candidates for open positions, the person conducting the initial screening shall ask for the candidate's pronouns and offer more information if the candidate is unfamiliar with the practice. If it becomes clear that the candidate is hostile toward trans and/or non-binary people or is unwilling to engage in workplace practices that build a trans-affirming environment, they will be removed from candidacy for the position.
3. Hiring Committees
 - a. The hiring committee for Bargaining Unit positions will include at least the following:
 1. The direct supervisor for the open position;
 2. At least one (1) non-supervisory employee who is on the same team as the position (if applicable);
 3. At least one Employee from another team who holds the same or a substantially similar job title as the open position; and
 4. At least one representative from the Bargaining Unit;
 5. Except that no Bargaining Unit staff will be included during first round interviews for internal candidates, to protect the confidentiality of those candidates.

- b. Stipulations of the hiring committee referenced in D(3)(a) may be achieved via the inclusion of one (1) employee who meets multiple criteria.
- 4. Employment Qualifications
 - a. Community Catalyst will hire people into positions based on the qualifications for those positions, without unilateral requirements for specific degrees or level of formal education. Community Catalyst will consider lived experience with the same weight that it considers prior work or educational experience in hiring decisions.
 - b. Community Catalyst will ensure equity in hiring with respect to immigration and citizenship status as much as possible, including giving consideration in hiring to people with Deferred Action for Childhood Arrivals (DACA) status. In engaging independent contractors, Community Catalyst will not request additional information about immigration or documentation status, outside of what is required by law.
- 5. Confidentiality of Employee Information
 - a. Within sixty (60) calendar days of the signing of this Agreement, the Labor Management Committee will develop guidelines for confidentiality of Employee information, including information about where and how Employee information is stored and protocols for ensuring citizenship and immigration status is not indicated in publicly available employee information centers, nor is it asked for or required on any organizational documentation, except where required by law.
 - b. Community Catalyst will not provide personal information about an Employee's immigration or citizenship status to any external party unless required to release that information pursuant to a legal order.
- 6. Postings for Bargaining Unit positions will: state that the position is included in a Bargaining Unit represented by a staff union; state that specific employment terms are defined in a Collective Bargaining Agreement; indicate the salary level and associated range for the posted position; and include a link to the full Collective Bargaining Agreement.
- 7. Community Catalyst shall notify all Employees, by Teams message, email, or similar method, of any vacancy in an existing or newly-created Bargaining Unit position it intends to fill for which existing Employees are eligible to apply. Community Catalyst may also advertise the position externally at the same time it posts internally.
 - a. Current Employees shall have seven (7) calendar days from the date of the posting to apply for the vacancy. Current Community Catalyst Employees who meet minimum job qualifications, are in good performance standing in the current position, and submit applications within the seven (7)-day period will have the opportunity to interview for the posted position before Community Catalyst makes a final hiring decision.

- b. Successful applicants shall be chosen based on their qualifications, such as experience, skill, and job-related knowledge. Qualifications for a position shall be determined solely by Community Catalyst.
- 8. Community Catalyst will consult with the Union in the creation of new Bargaining Unit positions.
 - a. Community Catalyst will provide the Union with a draft of the newly-created position's job description, job classification, and pay band(s) prior to posting the position.
- 9. Prior to engaging consultants to carry out functions that would otherwise fit into the job description or professional development goals of existing Employees, hiring managers will discuss the project with existing Employees. If the project interests an existing Employee, the hiring manager will prioritize the Employee's professional development and work with them to balance other tasks and work requirements.
- 10. Probationary Period
 - a. All new Employees shall serve a three (3) month probationary period, beginning on their first day of work at Community Catalyst. During the probationary period, Community Catalyst shall have the unlimited right to discipline or discharge the Employee, and such discipline or discharge shall not be subject to the grievance procedure outlined in Article 8.
 - b. Extended leave taken during the probationary period may extend the probationary period with notice to the Union.
 - c. An Employee, having successfully completed an initial probationary period in a Bargaining Unit position and whose Bargaining Unit service is continuous, shall not serve an additional probationary period at any time during their employment with Community Catalyst.

E. Onboarding and New Hire Orientation

- 1. Community Catalyst will make the Union aware of any newly-hired Employees eligible for the Bargaining Unit within three (3) business days of the Employee's official acceptance of a Community Catalyst job offer. Community Catalyst will email this notification to the Union's designated email address. The notification will include the new Employee's name, self-declared pronouns, job title, job description, starting salary, and a copy of the salary calculator used to set the starting salary.
- 2. New Employees will have an orientation during the first week of their start date at Community Catalyst. This orientation shall include a meeting with HR to review necessary paperwork and organizational policies.
 - a. During the new Employee's orientation meeting with HR, the Employee will receive information on benefits and access to relevant employee portals, along with the Union's designated email address and a link to this Agreement.
 - b. During orientation, Employees will be given information on Community Catalyst's approach to anti-racism, intersectionality, and workplace equity.

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3. New Employees will have an opportunity to provide feedback about employee orientation by online survey and all feedback will be reviewed by the Labor Management Committee.

ARTICLE 5: UNION RIGHTS

- A. Each year, on or about September 1, the Union shall provide the Employer with a list of Union stewards and chapter officers. The Union will notify the Employer as soon as practicable of any changes during the year.
- B. Union stewards may hold occasional meetings with chapter officers and Employees during regular business hours for the purposes of representing Employees and administering this Agreement, provided they notify their supervisor and provided it does not interfere with normal Community Catalyst operations.
- C. These provisions apply to and will not preclude the orderly handling of grievances under this Agreement, provided this activity does not in any way interfere with the operations of Community Catalyst.

ARTICLE 6: LABOR MANAGEMENT COMMITTEE

- A. The parties agree to establish a Labor Management Committee (LMC) comprising an equal number of members appointed by each party to this Agreement (up to three (3) each). The LMC will meet once each month to discuss matters of general interest to the Union and/or the Employer. These meetings shall not be used for negotiations, nor will they be used to discuss pending grievances. The LMC may formulate its discussion agendas and make recommendations by consensus, but shall have no authority to modify or supplement this Agreement. If neither party deems it necessary to hold one of these meetings, that meeting may be canceled. The parties may conduct additional LMC meetings by mutual agreement. Meetings will be scheduled by mutual agreement and will be tentatively scheduled for one hour. Bargaining Unit Employees appointed as members of the LMC will receive release time to attend such meetings. Designated representatives of the Bargaining Unit and the Employer will suggest agenda items prior to each meeting. The parties will freely designate their own appointees to the committee.
- B. Community Catalyst will make good faith efforts to keep the LMC informed regarding decisions and developments that have a significant impact on the entire Bargaining Unit, so that the LMC may share input and views as relevant.

ARTICLE 7: BULLETIN BOARD

- A. Community Catalyst will allow the Union to place and maintain a physical Union bulletin board in each of its office locations for the purpose of posting notices of meetings, Union business, election of officers, or notice of Union recreational or social activities or business. The Union shall also be free to create and maintain its own digital Union bulletin board on a designated Teams channel or other communications through digital platforms hosted and controlled by the Union. Community Catalyst will not interfere with Bargaining Unit Employees' access to such Union media and communications.

ARTICLE 8: GRIEVANCE AND ARBITRATION PROCEDURES

- A. All Grievances must be processed in accordance with the steps, time limits and conditions set forth in this Article. If the Union fails to meet the deadlines of this procedure at any step, including the initial filing of the Grievance, the Union will lose the right to pursue the Grievance and the Grievance will not be processed any further. Failure by Community Catalyst to answer a Grievance within the time limits set forth shall allow the Union to appeal the Grievance to the next level. Time limits may be extended by mutual agreement.
- B. The Union must file a written Grievance within twenty (20) calendar days of the alleged event or of the time when the Union knew, or reasonably should have known, of the event that is the basis for the Grievance.
- C. A Grievance must be in writing and must include:
 - 1. A statement of the facts involved;
 - 2. The provisions of the Agreement that the Union alleges were violated; and
 - 3. The remedy or solution sought.
- D. The filing or pendency of a Grievance under the provisions of this Article shall not prevent the Employer from taking the action complained of, subject, however, to the final decision of the arbitrator.
- E. The following procedures shall apply to filing and processing Grievances.
 - 1. **Step One:** A Grievance is initiated by the Union filing the written complaint with the supervisor of aggrieved employee(s). A Step One meeting shall be held within ten (10) calendar days of the filing. The Step One meeting shall include the Union representative, the affected employee and the supervisor. Within ten (10) calendar days of the meeting, the supervisor shall answer the Grievance in writing. Should the Grievance concern the Employee's supervisor, it may be filed directly at Step Two without first going through Step One.
 - 2. **Step Two:** If the Union is dissatisfied with the Step One answer, or if the Grievance concerns the Employee's supervisor, the Union may submit the Grievance to Step Two by filing it with the Human Resources Director or designee.
 - a. The Union must file the Grievance with the Human Resources Director or designee no later than ten (10) calendar days following the issuance of the Step One answer, or if the supervisor fails to respond, then no later than ten (10) calendar days following the date such response was due, or in the case of a Grievance concerning the Employee's supervisor, within twenty (20) calendar days of the alleged event or of the time when the Union knew, or reasonably should have known, of the event that is the basis for the Grievance.
 - b. The Human Resources Director or designee will arrange for a meeting to take place within ten (10) calendar days of the receipt of the Step Two Grievance. The meeting will include the representative of the Union, the affected Employee, and the Human Resources Director or designee. The Human Resources Director or designee will have fourteen (14) calendar days from the meeting in which to answer the Grievance in writing.

3. **Step Three:** If the Union is dissatisfied with the Step Two answer, the Union may submit the Grievance to the Employer Representative. Within 30 calendar days of the effective date of this Agreement, Community Catalyst will make available to the Union the name of the Employer Representative. Community Catalyst will also notify the Union immediately upon any change to the person serving as the Employer Representative for the purposes of Grievance and Arbitration.
 - a. The Union must file the Grievance at this step with the Employer Representative no later than ten (10) calendar days following the issuance of the Step Two answer or if the Human Resources Director or designee fails to respond, then no later than ten (10) calendar days following the date such response was due.
 - b. The Employer Representative will arrange for a meeting to take place within ten (10) calendar days of the receipt of the Step Three Grievance. The meeting will include the representative of the Union, the affected employee, and the Employer Representative. The Employer Representative will have fourteen (14) calendar days from the meeting in which to answer the Grievance in writing.
4. **Step Four: Arbitration**
 - a. The Union may submit to arbitration any Grievance which has not been satisfactorily adjusted under the foregoing provisions of this Article.
 - b. The procedure for arbitration shall be as follows:
 - i. The Union must file its demand for arbitration with the Employer within thirty (30) calendar days of the Step Three answer, or if the Employer Representative fails to respond, then no later than thirty (30) calendar days following the date such response was due.
 - ii. Upon receipt of a timely demand for arbitration, the Employer and the Union will cooperate in selecting an arbitrator and arranging for the case to be heard. Absent the parties' mutual agreement on a particular individual, the Arbitrator will be selected by the parties alternately striking names from a panel supplied by the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA).
 - iii. The Arbitrator's decision shall be final and binding. The Arbitrator shall not have the power to add to, subtract from, modify or disregard any of the provisions of this Agreement, nor shall the Arbitrator substitute their judgment for that of the Employer with regard to any Grievance but shall only determine whether or not the Employer has violated a specific provision of the Agreement.
 - iv. Each party shall bear the expense of preparing and presenting its own case. The compensation and expenses of the Arbitrator shall be borne equally by the parties.

- v. Both parties agree to abide by the decisions of the Arbitrator but shall retain whatever rights they have under the law to challenge the decisions of the Arbitrator.
- vi. Unless otherwise mutually agreed, each arbitration hearing shall deal with no more than one (1) Grievance, except in cases of Grievances which are related to the same issue or the same unit member.

F. Pay for Grievance Time

- 1. Where Steps One, Two, or Three of the Grievance procedure take place during working hours, the Employer will pay for any regular straight time wages actually lost by the Union representatives and the Employees involved in the Grievance meetings. All Grievance meetings, other than arbitration, shall be conducted between the hours of 9:00 AM and 5:00 PM Eastern Time.

- G. Grievances involving the termination of an Employee may be filed directly at Step Three instead of Step One.

ARTICLE 9: PERSONNEL FILES

- A. Community Catalyst will abide by Massachusetts Personnel Records Law. M.G.L. chapter 149, section 52C.
- B. The official personnel file for Bargaining Unit Employees shall be maintained by the Human Resources Department. An Employee shall have the right to examine and/or obtain a copy of any materials in their personnel file by submitting a written request to Human Resources. Consistent with the Personnel Records Law, Human Resources will respond to all written requests and include a copy of requested personnel files within five (5) business days.
- C. Consistent with the Personnel Records Law, Community Catalyst shall notify an Employee within ten (10) business days of the organization placing in the Employee's personnel record any information to the extent such information is, has been used or may be used, to negatively affect the Employee's qualification for employment, promotion, transfer, additional compensation or the possibility that the Employee will be subject to disciplinary action.
- D. An Employee shall have the right to comment in writing on any materials in their personnel file which the Employee believes to be inaccurate or incomplete, and such comment shall become a permanent part of the Employee's personnel record. It is understood that the presence of such comments in the file does not necessarily imply agreement with the Employee on the part of Community Catalyst. Before submitting such written comments, the Employee is encouraged to discuss the disagreement with their supervisor and work out a mutually acceptable removal or correction of the disputed material.
- E. An Employee may designate, in writing, their Union representative to request and review such personnel records and obtain a copy of such records on their behalf. Nothing in this Article shall prohibit an Employee from sharing a copy of their personnel file, in part or in whole, with representatives of their Union.

ARTICLE 10: DISCIPLINE, DISCHARGE AND LAYOFFS

- A. Just Cause for Discipline and Discharge
1. Community Catalyst will not discharge, suspend, or take other disciplinary action against a non-probationary Bargaining Unit Employee without Just Cause. The provisions of Article 10(A) shall not apply to Layoffs or other non-disciplinary termination of employment.
 2. Progressive discipline processes will be used to respond to job-related conduct that does not meet acceptable performance or conduct standards. The purpose of progressive discipline is to (1) ensure Employees are aware of, and understand the problem related to their performance or conduct; (2) provide an opportunity for a dialogue regarding external factors impacting performance; (3) outline a corrective action plan to address improvement; and (4) end the unacceptable performance or conduct.
 3. Disciplinary actions will be recorded in writing and a record maintained in the Employee's personnel file. A disciplinary action will become inactive for purposes of further progressive discipline after 12 months from the date of its issuance without another recorded offense or incidence of poor performance or nonperformance.
 4. Prior to progressive discipline, an Employee's supervisor is strongly encouraged to have an informal discussion with the Employee to correct performance or conduct-related issues. These informal discussions will be placed in an Employee's personnel file but labeled as informal discussion, not formal disciplinary action.
 5. Union representation: A Bargaining Unit Employee's supervisor must inform an Employee in writing in advance of any conversation that will focus on performance issues to provide adequate time and space for the Employee to prepare for a performance/disciplinary conversation. An Employee reserves the right to have a Union representative present during any supervisory meeting throughout the progressive discipline process described in Article 10(B).
- B. Progressive Discipline: Disciplinary action will adhere to the following mechanisms, except in cases of immediate discharge as described in Article 10(C).
1. Verbal Warning: In a one-on-one meeting, Employees will be informed by their direct supervisor of a problem related to their performance or job-related conduct. A timeline for improvement and supportive resources will be identified and communicated between the supervisor and Employee to correct the problem. The supervisor will inform the Employee that a written improvement plan will be drafted should the problem not be corrected within the specified timeline. A summary of the verbal warning discussion will be sent to the Employee and Human Resources in addition to the Employee's personnel file.
 2. Performance Improvement Plan: A Performance Improvement Plan (PIP) is designed to facilitate a constructive discussion between an Employee and their direct supervisor (and a Union representative if requested by an Employee). If a performance problem has not resolved after an Employee receives a Verbal Warning, an Employee's direct supervisor will schedule a meeting with the Employee and a representative from Human Resources to discuss a PIP. During this meeting, the direct supervisor will issue a written

PIP to the Employee indicating areas that are below expectations. This PIP will include definitions of expected performance, action steps to improve performance, supportive resources and/or trainings to aid Employees, and a stated reasonable timeline of no fewer than thirty (30) calendar days. It is recommended that the PIP period does not extend beyond ninety (90) calendar days. Supervisors are expected to conduct regular check-ins/supervisory meetings with the Employee throughout the duration of the PIP to track and communicate about progress. The supervisor and the Employee should check in about the Employee's progress, at minimum, once per month for the duration of the plan.

3. Termination: In the event that an Employee fails to correct the performance areas that are below expectations by the end of the timeline established in the PIP, the Employee's employment may be terminated.

C. Immediate Discharge: In the case of Gross Misconduct by an Employee, Community Catalyst may initiate a procedure for immediate termination of employment. Such misconduct consists of but may not be limited to: threats, physical endangerment, or sexual or other harassment.

1. Community Catalyst must set out in writing the reason for immediate dismissal, a copy of which must be sent to the Employee along with an invitation to attend a pre-termination meeting to discuss the matter. This letter must explicitly notify the Employee of:
 - a. The Employee's rights to have an advocate present, which may be a Union Representative;
 - b. The date, time, and location of the pre-termination meeting.
2. The date and time set for the pre-termination meeting will be within twenty-four (24) hours of delivering the notice. This meeting must also be held at a reasonable time and can be held in person, telephonically, or other form of electronic conferencing, and be conducted in a manner that enables both parties to explain their positions. The Employee may be suspended pending the pre-termination meeting where the circumstances warrant this precaution, in Community Catalyst's judgment.
3. The pre-termination meeting must take place before the Employee's employment can be terminated, provided that the Employee has responded with their acceptance of the meeting no later than the date and time of the meeting set forth in the above notice. Employees have the right to resign rather than attend this meeting. Should an Employee fail to respond to this notice or fail to attend the scheduled meeting, they will be waiving their right to a pre-termination meeting.
4. Community Catalyst and the Employee will both make reasonable steps to schedule and attend this meeting within the twenty-four (24) hour time limit.

D. Layoffs and Other Non-disciplinary Terminations

1. Notice of Layoffs
 - a. A Layoff for purposes of Article 10(D) refers to an involuntary termination from employment for non-disciplinary business reasons. Management will contact the Labor Management Committee, described in Article 6, in writing within five (5) business days of

determining that it may need to conduct Layoffs. This written notification will include the rationale for why the Layoffs are necessary, the alternative options to protect staff jobs Community Catalyst considered before determining Layoffs were necessary, and any relevant budgetary information relied on.

- b. Within ten (10) business days of receiving such notice, the Labor Management Committee will produce a report or presentation, to be evaluated by Management, identifying their recommended solutions, if any, to mitigate or prevent the Layoffs. This could include such measures as alternative work for affected Employee(s), reduced work time, or other cost-saving measures.
- c. Management will review any report produced timely by the Labor Management Committee and consider in good faith any reasonable alternatives recommended in that report. Management will inform the Committee of its conclusion in writing within ten (10) business days of receiving the timely report.
- d. Community Catalyst will notify the Union and the affected Employee(s) at least thirty (30) calendar days in advance of a Layoff. Such notice may be updated with any modifications resulting from the review process described above (and any such updates will not restart the 30-day notice period).
- e. Where an Employee's job is contingent on time-limited grant funding for a specific position, in which the Employee in that position was notified of the time-limited nature of the role in the job description upon hiring, such Employee is entitled to a position review meeting at least six (6) months prior to the position end date listed in the job description (provided that the duration of the time-limited job exceeds six months). During this meeting, the Employee's supervisor will provide an update on the status of the grant that funds the Employee's position, the likelihood of that grant being renewed, and any other relevant information needed for the Employee to make an informed decision about their employment. Termination of the Employee's employment at the conclusion of their time-limited period shall not be considered a disciplinary action or a Layoff under this Article, and shall not be subject to challenge through the grievance and arbitration provisions of this Agreement. However, Community Catalyst will work in good faith with the Employee and their supervisor(s) to identify potentially available positions for staff who qualify and who wish to stay with Community Catalyst beyond the period of a time-limited grant for which they were initially hired.

2. Seniority

- a. Years of work at Community Catalyst are recognized by both Community Catalyst and the Union as a positive factor for Community Catalyst. It displays an Employee's dedication to the work and long-term Community Catalyst goals and promotes the retention of institutional knowledge. Community Catalyst and the Labor Management Committee will therefore consider seniority as a positive quality when entering discussions of Layoffs. Community

Catalyst agrees that staff covered by this Agreement will not be singled out for Layoff as a cost cutting measure and to consider Community Catalyst's commitment to racial justice and intersectionality as well as be aware of implicit bias, discrimination, and harassment in any decisions about Layoffs.

3. Recall Rights

- a. Laid-off Employees shall be placed on a recall eligibility list and have a right to notification of any Bargaining Unit position for which they are qualified, as set forth below, until eighteen (18) months have elapsed following their Layoff, or until their reemployment with Community Catalyst, whichever occurs first.
- b. Laid-off Employees shall be notified of available Bargaining Unit positions for which they qualify by certified mail and email sent to the last known addresses of the Employee as listed in the files of Community Catalyst. A copy of this notice shall be simultaneously given to the Union by email.
- c. Laid-off Employees have fourteen (14) calendar days of from the post-marked date of the recall notice to submit their application to Community Catalyst. Laid-off Employees who are offered and accept a position shall return to work within ten (10) calendar days of the offer (or fifteen (15) calendar days if employed elsewhere at the time). A laid-off Employee who fails to apply timely or who fails to accept a position offered may be removed from the recall eligibility list.

E. Standardized Severance Package for Laid-Off Staff

1. Community Catalyst will pay laid off Employees for accrued vacation leave at a 100% hour-per-hour rate. This accrued vacation will be paid out as a lump sum.
2. In addition, Employees employed for at least twelve (12) months shall receive severance pay of six (6) weeks. All severance pay will be paid out as a lump sum.
3. In addition, for Employees employed for at least twelve (12) months, Community Catalyst will cover 100% of the insurance premium cost for one (1) month of COBRA coverage.
4. Community Catalyst agrees to not challenge a departing laid off Employee's application for unemployment benefits.
5. Community Catalyst agrees to supply neutral references to future employers.

ARTICLE 11: HEALTH AND SAFETY

A. Guardian and Family-Friendly Workplace

1. Community Catalyst will provide break time for a guardian to express milk for their nursing child for the duration required by the guardian. Community Catalyst will provide a comfortable, designated room in all physical offices leased by the organization where at least one (1) Community Catalyst staff person works, which room shall have a locked door and be free from intrusion from coworkers and the public for a guardian to express milk. This designated room cannot be a bathroom.
2. Requests for an alternative work schedule may be made by guardians for the purpose of nursing, feeding, pumping, or caring for a child, family member, or other person under their care. These requests may include, but are not limited to, adjusting the hours a guardian is working to accommodate childcare or considering a work-from-home schedule.

B. Standards of Conduct

1. Community Catalyst will maintain Standards of Conduct. Each Employee will be provided a copy of the Standards of Conduct on their first day of employment.
2. Violations of Community Catalyst's Standards of Conduct will result in Progressive Discipline as outlined in Article 10(B).
3. No more than thirty (30) calendar days after the effective date of this Agreement, Community Catalyst, in collaboration with the Union, will begin a formal review of the Standards of Conduct to ensure these standards are up to date with Community Catalyst's current strategic plan and organizational vision. Subsequent formal reviews will take place once each calendar year.
4. Before making any ad-hoc amendments to the Standards of Conduct, Community Catalyst will seek input from the Labor Management Committee.

C. Inclement Weather

1. During inclement weather, Community Catalyst will determine whether and when to close its physical office operations based on state and local authorities in states where Community Catalyst is in operation. This is to reflect that some staff may have increased caretaker needs and will need time to care for their families and homes during the weather event. In the event that it is necessary to close, affected Employees and their supervisors will notate the closure and the Employees will not be required to use accrued PTO (i.e., the Employee will be relieved of work duties for the day without being required to use accrued PTO).
2. Employees may also request adjustments to their work hours, or use paid time off, if inclement weather results in non-work responsibilities during a period when Community Catalyst offices remain open and operational.

ARTICLE 12: WORK HOURS AND DUTIES

A. Work Hours and Workload

1. The standard Employee work schedule comprises thirty-eight (38) hours per week.
2. Community Catalyst's normal business hours are 9:00 AM – 5:00 PM Eastern Time (ET), Monday through Thursday; and 9:00 AM – 3:00 PM ET on Fridays. For Employees scheduled to work outside the Eastern time zone, or approved for a modified schedule, their scheduled work week will ordinarily include the Employer's core daily business hours to the extent possible, in particular, the period from 11:00 AM – 4:00 PM ET. The Employer will consider in good faith Employees' requests for modified, flexible schedules on a case-by-case basis as described further below.
3. Community Catalyst supervisors are encouraged to permit Employees the scheduling flexibility to perform their work within the Employer's core business hours, and in those U.S. locations where the organization is legally registered to employ staff, as long as their work performance continues to satisfy Community Catalyst's standards and is accurate and timely.
4. If Community Catalyst approves a requested schedule of fewer than the regular thirty-eight (38) hour work week (not using paid or unpaid time off), salary and applicable benefits will be adjusted pro rata. Non-exempt Employees are not permitted to work more than 38 hours per week, and are not permitted to work any hours in a given day that would require overtime pay under applicable state law, without advance approval in writing from Community Catalyst.
5. Exempt Employees are expected to perform their job duties and, if they are unable to complete their job duties in the time required or are regularly working beyond what the Employee and supervisor consider sustainable, should discuss with their supervisor a plan to adjust job duties and responsibilities to make their workload more feasible. Any Employee is entitled to have a Union representative present during meetings with their supervisor to discuss work hours, capacity, and sustainability of job duties and responsibilities.
6. Individual work plans and assignments will take into consideration the Employee's input. Supervisors and Employees will confer periodically, at least monthly, to review workload and work plans.
7. Program Associates, Executive Assistants, and any other Employees tasked with managing calendars and/or scheduling will not be assigned more than three calendars and/or three staff schedules to support.
8. Within twelve (12) months of the signing of this Agreement, the Labor Management Committee (LMC) will develop a policy concerning workload and capacity for Employees providing technical assistance. Such policy may include limitations to the number of organizations each technical assistance provider serves as the primary point of contact on.
9. The LMC will make recommendations on if and how the Organization could implement a thirty-six (36)-hour work week. Contract negotiations will re-open after one (1) year to consider LMC recommendations/potential implementation.

B. Planning and Professional Development

1. Employees and their supervisors should include in their work plans and schedules the planning time needed to meet deadlines and produce deliverables within the course of the work week. During supervision time, Employees and their supervisors should be clear on expectations and deadlines and establish plans for allotting sufficient time for focus and in consideration of department and Organization needs with respect to scheduled meetings (Huddles, All Staff meetings, Organization-wide retreats, internal trainings etc.).
 - a. Each Employee is entitled to five (5) Planning Days per calendar year to be used for planning, evaluation, research, learning new software or tools, or another activity that requires dedicated time and focus.
 - b. An Employee may submit a request for a Planning Day verbally or in writing to their supervisor. All Planning Day requests must be approved by the Employee's supervisor as far in advance as possible to prevent potential work disruption within Community Catalyst.
 - c. Approved Planning Days will be marked on an Employee's calendar, but will not be tracked in the payroll system.
2. Community Catalyst will offer annual professional development opportunities for non-probationary Employees. Employees can apply for up to \$1,000 in Professional Development funds each year. Employees will have the right to select their professional development activities which may include any activities relevant to the Employee's role at Community Catalyst. Employees will not be required to stay at the Organization for any specified amount of time upon completion of these activities nor will they be liable for repayment to Community Catalyst if they leave the Organization.
3. Community Catalyst will endeavor to maintain an appropriate pace during significant Organization-wide trainings to ensure Employees are able to fully participate and have time to reflect. When an Employee participates in any professional development or workplace training that is mandated by Community Catalyst or their supervisor, and that ends prior to the official end of the workday, the Employee and supervisor should consider creating time/space for decompressing, particularly with challenging topics including but not limited to racial justice, LGBTQ+ learning sessions, or for lengthy trainings (multiple hours/days). Teams should aim to adjust meetings during these occasions and notify external collaborators in advance. If Employees need to take time off after trainings for self-care, PTO may be used.
4. Supervisors shall consider all requests by individual Employees to opt-out of specific Organization-wide trainings if attending a training will present hardship or extenuating circumstances for the Employee (for example, the Employee had experienced a painful traumatic event and participation in the training session would cause harm). If such an exemption is granted, the excused Employee will not face retaliation for their decision to opt out, nor will they be expected to provide rationale to anyone other than their

supervisor about the reason for their exemption. The Employee, in collaboration with their supervisor, may find a replacement training, if appropriate.

C. Remote Work and Telework

1. Employees shall be permitted to work remotely from their home or another location of their choosing unless their job description indicates otherwise. Each job description developed after the signing of this Agreement will indicate if the position is 1) remote; 2) work from office; or 3) hybrid remote and work from office. Each job description will also indicate if travel is expected as part of the role. All Employees are expected to attend in-person Organizational meetings, including but not limited to team/department meetings, all-staff retreats, and convenings. Management will make reasonable exceptions for in-person attendance at Organizational events (e.g., caregiving responsibilities, health concerns, etc.).
2. Employees working remotely, whether upon request or at the requirement of Community Catalyst, will be provided by Community Catalyst with appropriate equipment, tools, and resources needed to conduct their job duties. Standard equipment, tools, and resources will be made available to the Employee, either in a physical office, or mailed to their home. No Employee will be held responsible or face retaliation for an inability to perform their job duties because of a delay in receipt of necessary equipment, tools, or resources.
3. Community Catalyst may provide equipment, tools, and resources directly to Employees or reimburse Employees for purchasing items themselves within the Organization's standard purchasing rates. Appropriate equipment, tools, and resources shall include, but not be limited to:
 - a. Laptop and appropriate charging equipment; and
 - b. A work from home stipend will be provided for remote Employees in the amount outlined in article 16.
4. Community Catalyst will develop a standardized process for Employees to request necessary equipment, including steps that physical therapists or other health providers can take to suggest ergonomic and other appropriate equipment. This process should outline all restrictions and items that would not be approved.

D. Obligation of Parties During Emergency Situations

1. In the event of a natural disaster, pandemic, civil disturbance or other emergency in any location in which a Community Catalyst Employee resides, Community Catalyst will follow the relevant state or local policies, as applicable. In the event of any such emergency, Community Catalyst may take unilateral action to close Community Catalyst-operated offices and will provide the Union with notice as soon as possible and an opportunity to negotiate over the effects of the closure. In the event of an emergency necessitating office closure for thirty (30) calendar days or more, Community Catalyst and the Union may enter into a supplementary Memorandum of Understanding regarding the interim terms and conditions of employment.

ARTICLE 13: PAID TIME OFF

A. General Paid Time Off Policies

1. Community Catalyst provides a variety of distinct ways Employees can and should take paid time off from work. Each category is defined below. Community Catalyst Employees are expected to coordinate and obtain supervisor approval for planned time away from the office (i.e., when it is not an emergency) to ensure that project work plans are not jeopardized by the Employee's absence. Supervisors are responsible for ensuring coverage and the maintenance of the day-to-day business of their program or department when one (1) or more Employees are on leave.

B. Paid Vacation Leave

1. Community Catalyst recognizes the value of time away from work responsibilities and encourages eligible Employees to use all accrued vacation leave benefits on a timely basis.
2. Vacation leave may be scheduled at any time with advance notice and approval of the request by the Employee's immediate supervisor. Supervisors shall make a good faith effort to schedule and accommodate Employees' vacation requests.
3. Regular Full-time staff accrue vacation time on a monthly basis as of their date of hire as follows:

| Tenure at Community Catalyst | Rate of Monthly Accrual | Total Annualized Vacation Days |
|-------------------------------------|--------------------------------|---------------------------------------|
| Hire date through year 1, 11 months | 10 hours/month | 15 days/year |
| Year 2+ | 13.3 hours/month | 20 days/year |

4. Accruals are prorated for Employees who work 20-37 hours/week and for partial months of work. Vacation time will not accrue during any month that the Employee is absent from work on an unpaid leave of absence or if the Employee is in an unpaid status for at least 11 workdays in a given month.
5. At the end of each calendar year, Employees may carry over up to two (2) weeks (or eighty (80) hours) of unused vacation time, to be used by August 31st of the following calendar year.

C. Paid Sick and Other Health Leave

1. The benefits provided under this Section shall be administered so as to satisfy the requirements of applicable federal, state, and/or local laws mandating Employer provided leave, and the applicable contractual FMLA requirements of this Agreement. Leave taken under this Section shall run concurrently with, and shall count toward fulfillment of, any such statutory and/or contractual requirements for Employer-provided leave from work.
2. Sick Time
 - a. Paid sick time may be used by Employees to care for physical, mental, emotional, and/or behavioral health, including attending medical appointments, treatment-related to or recuperation needed due to an illness, and hospitalization. Paid sick time may be

used for either the Employee, or for the time needed by the Employee to care for a member of their family. Employees are expected to notify their supervisor of the need to use paid sick time as soon as possible and generally at least one (1) hour before scheduled to begin work.

- b. Sick time may, under certain circumstances, qualify the Employee for disability insurance benefits, medical leave, and/or family medical leave. Accordingly, Employees shall seek and use compensation available to them through any disability insurance program or through any program that provides medical and/or family medical leave. If such benefits are available, sick leave shall only be used to supplement the available benefits to reach 100% salary. The benefits shall likewise be coordinated with paid leave benefits available under this Section as well as any applicable public benefits so that the Employee receives no more than 100% of their salary for any time on leave.
- c. Community Catalyst shall not request medical certification to support any requests for or use of Community Catalyst's sick leave, unless such request is for the purpose of coordinating disability insurance benefits, medical leave, or family medical leave.
- d. Sick leave accruals
 - i. Full-time Employees accrue sick time on a monthly basis as of their date of hire at the rate of ten (10) hours per month (fifteen (15) days/year) up to a maximum of sixty-five (65) work days or thirteen (13) consecutive work weeks.
 - ii. Because new Employees may need to use paid sick time before they have been able to accrue it, new Full-time Employees will start with a balance of five (5) days of paid sick time and the balance of their remaining sick time will be accrued through the remainder of the year. The accrual rate for Employees who work fewer than thirty-eight (38) hours per week is prorated.
 - iii. Part-time Employees who work fewer than twenty (20) hours per week accrue earned sick time on all hours worked at a rate of one hour of earned sick time for every thirty (30) hours worked, including overtime hours (if applicable), up to a maximum of forty (40) hours per calendar year.
- e. After an Employee has reached sixty-five (65) days, sick time accruals stop. After sick time is used and the accumulated total drops back below the sixty-five (65)-day maximum, the accrual process resumes until the Employee again reaches the sixty-five (65)-day maximum.

3. Wellness Time

- a. Each Employee is entitled to eight (8) hours of paid wellness time each month.
- b. Paid wellness time may be used for any reason deemed necessary by the Employee to support their general health and wellbeing.

- c. Employees are expected to request paid wellness time as far in advance as possible to prevent potential work disruption within Community Catalyst. Paid wellness time must be used each month and will not accrue from month to month, carry over, or be paid out upon separation from Community Catalyst.

4. Paid Family and Medical Leave

- a. The provisions of this Section C(5) will be administered so as to satisfy the requirements of applicable federal and/or state laws mandating paid and/or unpaid family and medical leave. To facilitate the administration of this new benefit, the below provisions will take effect no later than three (3) months after the effective date of this Agreement.
- b. Community Catalyst's paid family and medical leave benefits available under this Section will run concurrently with any mandated unpaid family and medical leave, provided that no Employee will be entitled to receive more than 100% of salary from all benefit sources during any period of leave under this Agreement.
- c. **Medical Leave** will be provided to all Employees who have completed their probationary period.
 - i. Up to eight (8) weeks of Medical leave is available through Community Catalyst's disability insurance plan and/or any applicable State PFML program, and such benefits will be coordinated as required.
 - ii. Eligibility for and duration of such medical leave benefits will be determined by the relevant provider in accordance with the terms of the applicable State program and/or disability insurance plan.
 - iii. Employees in states with a State PFML benefit will apply through their State program.
 - iv. Employees in states without a State PFML benefit will apply through Community Catalyst's Short Term Disability Plan.
- a. **Family Leave** is available to employees for the purpose of: 1) Bonding with a child during the first 12 months after the child's birth, adoption or foster care placement; 2) Managing family affairs when a family member is on or has been called to active duty while in the armed forces, including the National Guard or Reserves; and/or other purposes as defined by the State PFML program.
 - i. Employees will be provided with between eleven (11) and nineteen (19) weeks of paid family leave, depending on length of service at Community Catalyst and state of residence as described below.
 - ii. Community Catalyst will provide Family Leave PTO in the following amounts to eligible Employees:
 - a) Three (3) weeks during their first year and second year of full-time employment;

- b) Four (4) weeks during their third year of full-time employment;
 - c) Five (5) weeks during their fourth year of full-time employment;
 - d) Six (6) weeks during their fifth year of full-time employment;
 - e) Seven (7) weeks during their sixth year of full-time employment and subsequent years of full-time employment.
- iii. In addition to the PTO benefits above, some Employees may be eligible for a state-sponsored Paid Family Medical Leave (PFML) benefit. For Employees residing in states with no PFML benefit or a less generous PFML benefit than Massachusetts, Community Catalyst will supplement with additional PTO, as outlined below:
- a) Employees covered by the Massachusetts State Paid Family Leave program will apply for and receive paid leave benefits pursuant to and in accordance with that program. At the time of this Agreement, Massachusetts provides up to twelve (12) weeks at approximately 60-65% of current pay.
 - b) For Employees in states with no State PFML Benefit, Community Catalyst will provide up to eight (8) weeks of PTO at 100% of salary.
 - c) For Employees in states providing a State Paid Family Medical Leave Benefit that is less than twelve (12) weeks, Community Catalyst will supplement the Employee's State-awarded benefit with additional paid time off as necessary to create a comparable benefit to the Massachusetts State Paid Family Leave.
- b. Birthing parents may be eligible for both medical leave (for pre-birth medical conditions and/or to recover from birth) and paid family leave (for bonding).
 - c. Employees may take no more than twenty-four (24) weeks of PFML (any combination of family and medical) under this Agreement in one (1) year (a rolling fifty-two (52) weeks starting the first week of the Employee's paid leave).
 - d. Employees may use other available paid time off under this Agreement to supplement their PFML up to the limit of twenty-four (24) weeks. Upon request, the leave period may be extended beyond twenty-four (24) weeks at the discretion of Community Catalyst.
 - e. Employees do not accrue vacation or sick leave under this Agreement while on PFML.
 - f. Further details of these PFML benefits, including application procedures and other requirements, are set forth in Community

Catalyst's Explanation of Benefits and Employee Handbook. No later than ninety (90) calendar days after the effective date of this Agreement, all Employees will receive updated, written PFML policy documents that outline eligibility and benefits, necessary documents, and all required Community Catalyst processes related to this leave.

- g. Community Catalyst will not take any negative action against an Employee as a result of notification of intent to take PFML. Any such action will constitute retaliation and the Employee will be fully entitled to the protections outlined under Article 8 of this agreement.
 - i. This protection starts as soon as an Employee notifies Community Catalyst of their intent to use leave.
 - ii. Negative actions could include but are not limited to firing, disciplinary action, suspension, asking for the Employee's resignation, failure to provide an Employee with the same position upon return from leave, reduction in benefits, or discrimination.

2. Long-Term Disability

- a. Community Catalyst Employees are eligible for long-term disability (LTD) benefits after an Employee has been sick and unable to work for ninety (90) consecutive calendar days.
- b. Community Catalyst will cover 100% of the premium cost for Employees' individual long-term disability insurance. The cost of the premium is reported as imputed income for tax purposes on the Employee's W-2 statement. The benefit provides sixty (60)% of the Employee's regular salary up to a monthly maximum and is tax-free for both federal and state tax purposes.
- c. An Employee may use accrued paid leave to reach 100% salary.
- d. HR will provide information regarding eligibility for LTD when a staff person applies for PFML and provide a notification when a staff-person hits the end of the waiting period for LTD.

B. Personal Time

1. Each full-time Employee is eligible to use up to thirty-two (32) hours of personal time per calendar year. Employees do not need to disclose the purpose of personal days.
2. All personal time requests must be approved by the Employee's supervisor as far in advance as possible to prevent potential work disruption within Community Catalyst.
3. Personal time is prorated for Employees who work fewer than thirty-eight (38) hours per week and for an Employee's first year of employment.
4. Personal time shall not be carried over from one calendar year to the next and is forfeited upon termination of employment.

C. Volunteer Time

1. Each full time Employee is eligible to use up to twenty-four (24) hours of paid volunteer leave per calendar year.
2. All volunteer time requests must be approved by the Employee's supervisor as far in advance as possible to prevent potential work disruption within Community Catalyst.
3. Volunteer time is prorated for Employees who work fewer than thirty-eight (38) hours per week and for an Employee's first year of employment.
4. Volunteer time shall not be carried over from one calendar year to the next and is forfeited upon termination of employment.

D. Court Leave

1. Community Catalyst encourages Employees to fulfill their civic responsibilities by serving jury duty when required. All Employees will be compensated at their regular rate of pay for the first three (3) days of jury duty as if they were working a standard eight (8) hour day. Thereafter, Employees will be paid the difference between their regular salary and the jury fee they receive.

E. Office Holidays

1. Community Catalyst offices will close and business operations will be suspended on twelve (12) days per year in observance of the holidays set forth below (Observed Holidays). During these closures, staff will continue to be paid at their normal salary.
 - a. New Year's Day
 - b. Martin Luther King Day
 - c. Presidents' Day
 - d. Memorial Day
 - e. Juneteenth Day
 - f. Independence Day
 - g. Labor Day
 - h. Indigenous Peoples' Day
 - i. Veterans' Day
 - j. Thanksgiving day
 - k. The Friday after Thanksgiving day
 - l. Christmas Day
2. Observed Holidays that fall on Saturday will be observed on the preceding Friday, and those that fall on Sunday will be observed on the following Monday.
3. Week of Rest: Community Catalyst offices will be closed and business operations will be suspended for a "week of rest" each year, and will include regular business hours from Monday through Friday of the week identified. Specific dates will be provided to staff no later than January 31 of each year. During this closure, staff will continue to be paid at their normal rate and will not be required to use any category of PTO.

F. Compensatory (Comp) Time

1. Exempt Employees may be awarded compensatory time off at the discretion of their supervisor for an extraordinary amount of extra time worked.

G. Bereavement Leave

1. Employees are granted up to fifty-six (56) hours of paid absence from work in the event of the death of a family member or loved one.
2. Employees are entitled to use as many bereavement days as needed and no Community Catalyst staff member shall request documentation or explanation of relationship to the deceased for any requests for or use of bereavement leave.

H. Union Training

1. Employees may take up to two (2) work days per calendar year to attend Union advancement training. This leave will be paid leave and may only be taken if it is:
 - a. Approved by the Employee's supervisor;
 - b. For a 501(c)(3) allowable purpose.

I. Sabbatical Leave

1. All Employees with at least five (5) years of service at Community Catalyst are eligible for sabbatical leave of up to three (3) months with the option of adding one (1) additional month using vacation time, at the rate of full salary.
2. Sabbatical leave shall be taken for purposes that provide a benefit to Community Catalyst, such as research, scholarly and creative activity or instructional improvement.
3. An Employee on sabbatical leave will continue to receive health, dental, and other benefits provided by Community Catalyst in the same manner as if the Employee was not on sabbatical leave.
4. An Employee on sabbatical leave will remain eligible for promotions or reclass upon return.
5. Within twelve (12) months of the effective date of this Agreement, Community Catalyst will develop the Sabbatical Leave Application Process, including approval process, with input from the Labor Management Committee.

J. Birthday Time

1. Employees are granted eight (8) hours of Birthday Time per year. Time accrues at the beginning of the month of the Employee's birthday and can be used at any time throughout the remainder of the calendar year.

ARTICLE 14: UNPAID TIME OFF

- A. Community Catalyst provides a variety of distinct ways Employees can take unpaid time off from work. Each category is defined below. Community Catalyst Employees are expected to coordinate and obtain supervisor approval for planned time away from the office (i.e., when it is not an emergency) to ensure that project work plans are not jeopardized by the Employee's absence. Supervisors are responsible for ensuring coverage and the maintenance of the day-to-day business of their program or department when one (1) or more Employees are on leave.
- B. Domestic Violence Leave
1. Community Catalyst will provide up to fifteen (15) days of unpaid leave for an Employee experiencing domestic violence to:
 - a. Seek or obtain medical attention, counseling, victim services or legal assistance;
 - b. Secure housing;
 - c. Obtain a protective order from a court;
 - d. Appear in court or before a grand jury;
 - e. Meet with a district attorney or other law enforcement official; or
 - f. Attend custody proceedings or address other issues directly related to the abusive behavior against the Employee or family member of the Employee.
 2. Unpaid Domestic Violence Leave may be used prior to other leave categories if an Employee chooses.
 - a. Alternatively, an Employee may substitute any category of paid time off outlined in Article 13 to access all or part of their Domestic Violence Leave on a paid basis.
 3. Unpaid Domestic Violence Leave requests must be made in writing prior to taking leave. Requests are to be sent directly to the Associate Director of Human Resources through the confidential medical system established under Article 4.
 - a. Within one (1) business day of receiving a request for Domestic Violence leave, the Associate Director of Human Resources will inform the Employee, in writing, if the request was approved or denied and include the reasoning for the decision.
 4. Employees will maintain group insurance benefits coverage during unpaid Domestic Violence Leave.
 5. An Employee's job position and salary will be maintained during any period of approved unpaid Domestic Violence Leave.
 6. Confidentiality Requirements
 - a. An Employee accessing Domestic Violence Leave will not be required or expected to share the circumstances or details of their situation, nor will they be required to provide legal or other documentation of domestic violence.

- b. The Associate Director of Human Resources, and other Human Resources staff, if informed of the leave, will not discuss the circumstances or details of the unpaid leave under Article 14(B) with any other staff members. The Human Resources Department may inform direct supervisors that staff will be taking an extended leave of absence or will otherwise be out of the office, but will not discuss the details of the leave.

C. Administrative Leave

1. At the sole discretion of Community Catalyst, Employees who have worked more than one (1) year of continuous service may be granted an unpaid administrative leave of up to thirty (30) calendar days which may be extended up to an additional thirty (30) calendar days upon further approval.
2. Employees can request an unpaid leave after all other appropriate leave balances have been exhausted.
3. This leave may be granted on a case-by-case basis, depending on the needs of the organization, the workload, the performance of the Employee, and other relevant factors.
4. Unpaid administrative leave requests must be made in writing and approved by HR before the leave takes place.
5. Employees on an administrative leave do not earn or accrue paid holiday, vacation, or health leave benefits during the administrative leave period.
6. Employees may maintain group insurance benefits coverage during an unpaid leave of absence by paying their share of premium costs for the period requested.
7. Retirement plan contributions, where applicable, are suspended during any unpaid leave of absence.

ARTICLE 15: COMPENSATION

A. Salary Levels

1. As of the Effective Date of this Agreement, Community Catalyst will implement the new salary grid attached as Appendix 1.
2. For current Bargaining Unit Employees:
 - a. As of the Effective Date of this Agreement, Community Catalyst will adjust current Bargaining Unit Employee salaries to the agreed-upon amounts listed in Appendix 2.
 - b. All Bargaining Unit Employees who were on the Community Catalyst payroll as of 1/1/24 and who remain employed in the Bargaining Unit as of the Effective Date of this Agreement will receive a one-time retroactivity payment of their salary adjustment outlined in Appendix 2 of this Agreement to account for the period from 1/1/24 through the Effective Date of this Agreement.
3. For Bargaining Unit Employees hired after the effective date of this Agreement:
 - a. Management will use the salary calculator attached as Appendix 3 as a reference tool, but will have discretion over setting the Bargaining Unit Employee's salary, so long as the salary is no less than the "recommended" amount produced by the salary calculator and no more than the maximum salary of the level associated with the Bargaining Unit title, as outlined in Appendix 1.
 - b. Community Catalyst will conduct an external market assessment at least every three (3) years.

B. Salary Adjustments

1. All Bargaining Unit Employees will receive an annual across the board increase of three (3) percent by July of each year.
 - a. Across the board increases will be back-dated to January 1 of each calendar year.
 - b. Across the board increases are intended to adjust Employee salaries to account for increases in cost of living and shall not constitute a raise, nor shall an across-the-board increase be used as rationale for denying an Employee a raise in the calendar year in which that Employee received an across-the-board increase.
2. At its discretion, Community Catalyst may make additional one-time payments to support staff during significant economic situations (e.g., pandemic, global conflicts impacting consumer goods, etc.)

C. Bonuses

1. If Community Catalyst requires an Employee to perform the substantial majority of the duties required of a manager that is higher on the compensation grid, as determined by management in its sole discretion, for ten (10) or more weeks, Community Catalyst will compensate the Employee, based on a policy and process to be developed in consultation with the

Labor Management Committee, that takes into account factors including, but not limited to the Employee's position, the manager's position, and the salary grid (Appendix 1). Such policy and process will be developed within twelve (12) months following the Effective Date of this Agreement.

2. The Labor Management Committee shall also develop a policy and process to address bonus pay and/or workload redistribution for situations in which Community Catalyst requires an Employee to perform the substantial majority of duties required by any other position, regardless of its placement on the salary grid (i.e., a technical assistance provider required to perform program coordinator duties) for ten (10) or more weeks. Such policy and process will be developed within twelve (12) months following the effective date of this Agreement.

D. Part-Time Employees

1. Regular part-time Employees shall be paid at least the hourly rate determined by the Full-Time Equivalent (FTE) annual salary for the level and band applicable to their position, prorated for the number of hours worked per week.

E. Promotions & Salary Adjustments

1. No Bargaining Unit Employee will have a reduction in annual salary when receiving a promotion or reclassification.
2. No later than January 1, 2025, the Labor Management Committee shall finalize an Annual Promotion & Salary Increase process. Such process will outline a clear, predictable, and collaborative means for regular salary increases and promotions and shall be approved by the Senior Director overseeing Human Resources. Prior to the finalization of the Annual Promotion & Salary Increase process:
 - a. Managers may offer promotions or salary adjustments to Bargaining Unit Employees. A promotion may include assignment to a new position at the Employee's existing level or within a different level, or to a position not within the Bargaining Unit.
 - b. Bargaining Unit Employees may request a promotion or salary adjustment by submitting a request, in writing, to their Supervisor.
 - c. A promotion or salary adjustment shall be based on criteria including, but not limited to:
 - i. Organizational needs; and/or
 - ii. The knowledge, skills, abilities, and past performance of the Employee.
 - d. The Employee's supervisor shall respond, in writing, to a request for promotion or salary adjustment within thirty (30) business days.
 - e. A promotion that results from the expansion of the Employee's existing duties and in which the Employee will continue to perform a large share of their existing duties will not require public posting and competition for the position.

- f. The Senior Director overseeing Human Resources maintains decision-making authority over salary adjustments and promotions.
 3. All Bargaining Unit Employees are entitled to Union representation during any meetings to discuss promotion opportunities.
 4. Nothing in this Article is intended to prevent Bargaining Unit Employees from requesting, or Community Catalyst from awarding, a promotion or salary adjustment at any other time or for Community Catalyst to grant a promotion or salary adjustment on its own initiative.
- F. Salary Information
 1. No later than January 31 and July 31 of each calendar year, Community Catalyst shall make available for inspection to Bargaining Unit Employees a semi-annual report that includes the following information as of the date of such report:
 - a. The minimum, maximum, and median salaries of Community Catalyst employees;
 - b. Any additional salary information requested by the Union, at Community Catalyst's discretion.

ARTICLE 16: BENEFITS

A. Medical Benefits

1. General Terms for Medical Benefits

- a. For the purposes of this Article, the term “Eligible Dependent(s)” includes: legal spouses, qualified domestic partners, and children under age 26.
- b. Eligibility and Effective Date: Starting on the date of hire, Employees scheduled to work at least twenty (20) hours per week are eligible for single and dependent health care coverage.
- c. Waiver of Benefits: Employees maintaining health insurance from another source may waive Community Catalyst’s sponsored health plans and receive taxable reimbursement by submitting proof of coverage and payment for outside insurance. Reimbursement limits are included in the annual Summary of Benefits provided to employees during Open Enrollment.
- d. Through the term of this Agreement, Community Catalyst will:
 - i. provide the Union with notice of any consideration of new plans or carriers; and
 - ii. bargain with the Union on any changes in the design of the plans or the level of benefits.

2. Health Insurance

- a. Community Catalyst will provide Employees with medical insurance benefits.
- b. Health Insurance Premium Contributions:
- c. Community Catalyst will pay 100% of the monthly medical insurance premium for Employees only on the Employer-sponsored health insurance plan.
- d. Community Catalyst will maintain the same Employee premium cost share percentages for Employees’ Eligible Dependents that were in place as of the Effective Date of this Agreement.
- e. Health Insurance Reimbursements:
 - i. For Employees enrolled in the HMO plan: Community Catalyst will reimburse Employees for the following copays: \$1,000 for hospital inpatient; \$1,000 for ambulatory surgery; and 50% of emergency room copays.
 - ii. For Employees enrolled in the PPO plan: Community Catalyst will reimburse Employees for the full deductible.

f. Abortion services

- i. Employees residing in states that limit or restrict access to abortion services will be reimbursed for up to \$5,000 for certain travel expenses. Within one (1) year of the effective date of this Agreement, the Labor Management Committee

will finalize a policy and process for reimbursement of travel expenses for abortion services, including practices for the protection of Employee health information, as well as the travel expenses that will be reimbursed under this policy.

3. Dental Insurance

- a. Community Catalyst will provide Employees with dental insurance benefits.
- b. Community Catalyst will pay 100% of the monthly dental insurance premium for Employees only on the Employer-sponsored dental plan.
- c. Community Catalyst will pay 80% of monthly premiums for Employees' Eligible Dependents on the Employer sponsored dental plan.

4. Vision Insurance

- a. Community Catalyst will provide Employees with vision insurance benefits.
- b. Community Catalyst will pay 100% of the monthly vision insurance premium for Employees only on the Employer-sponsored vision plan.
- c. Community Catalyst will pay 80% of monthly premiums for Employees' Eligible Dependents on the Employer-sponsored vision plan.

5. Retroactive Medical Insurance Payments

- a. Due to the logistical challenges of adjusting Employee and Employer premium contributions outside of Open Enrollment, Community Catalyst will provide a one-time payment to Bargaining Unit Employees reflecting the annualized *change in premium contributions* between the levels prior to the Effective Date of this Agreement and the premium contributions that will take effect under this Agreement. Bargaining Unit Employees employed as of the Effective Date of this Agreement shall receive a one-time payment in the below amount(s):
 - i. Bargaining Unit Employees enrolled in Community Catalyst's Medical (HMO or PPO) plan will receive: \$1,968.72.
 - ii. Bargaining Unit Employees enrolled in Community Catalyst's Dental plan will receive: \$121.92.
 - iii. Bargaining Unit Employees enrolled in Community Catalyst's Vision plan will receive: \$76.80.
 - iv. Bargaining Unit Employees enrolled in multiple plans will receive a one-time payment of the sum of the amounts associated with the plans in which they are enrolled.
- b. Retractive payments will apply in 2024 only and will be provided only to Employees included in the Bargaining Unit and who have

not submitted a resignation as of the Effective Date of this Agreement.

- c. Beginning in 2025, Community Catalyst will adjust premium contributions and associated payroll deductions to reflect the amounts indicated above under Section A(2), A(3), and A(4).

B. Flexible Spending Accounts

1. Community Catalyst will offer the following tax-advantaged spending account plans: Health Care Flexible Spending Account (FSA) and Dependent Care Account Plan (DCAP).
2. Community Catalyst will contribute \$350 into the FSA medical account of each Bargaining Unit Employee.
3. In 2024, Community Catalyst's FSA contribution will be provided as a one-time payment to all Bargaining Unit Employees employed as of the effective date of this Agreement. For Bargaining Unit Employees who are hired after the Effective Date of this Agreement, FSA contributions will be deposited directly into the Employee's FSA account.
4. From 2025 through the expiration date of this Agreement, Community Catalyst will contribute \$350 directly into each Bargaining Unit Employee's FSA account.

C. Retirement Plan

1. Community Catalyst will provide a 401(k) retirement savings plan upon date of hire, as long as the Employee is eligible to participate under IRS regulations.
2. Employee 401(k) contributions will be deducted semi-monthly from paychecks.
3. Starting on the first of the month following the month the Employee meets all plan requirements, Community Catalyst will contribute at least 3% of an Employee's salary to their 401(k) retirement plan on a per pay period basis. Community Catalyst, in its discretion, may also make a Profit-Sharing contribution of up to 2% per pay period or at other times during or after the plan year, contingent upon the Organization's financial standing.
4. Retirement Plan requirements include: 1 year of service and a minimum of 1,000 hours worked at Community Catalyst.
5. Community Catalyst shall provide written notice to the Union to change or discontinue:
 - a. 401(k) administrators;
 - b. investment options; or
 - c. the amount, percentage, or frequency of contributions to the plan
6. All provisions in this Section C are subject to the terms of the formal 401(k) Plan Document(s), and in the event of any difference between the Plan Document(s) or a Summary Plan Description and this Agreement, the terms of the Plan Document(s) shall govern.

D. Long-Term Disability Insurance

1. Starting on the first day of the month that coincides with or follows an Employee's date of hire, Community Catalyst will provide Bargaining Unit Employees scheduled to work at least twenty (20) hours per week with long-term disability coverage.
2. Community Catalyst will cover 100% of the premium cost for each Bargaining Unit Employee's individual long-term disability insurance.
3. Long-Term Disability benefits provide 60% of the Employee's regular salary up to a monthly maximum and is tax-free for both federal and state tax purposes. Long-term disability benefits are available after an Employee has been sick and unable to work for ninety (90) consecutive calendar days.

E. Short-Term Disability

1. A Short-Term Disability benefit will be available for all Employees located outside of Massachusetts. Community Catalyst will cover 100% of the premium cost. The short-term disability benefit will begin on the first day of the accident or illness and will cover the first nineteen (19) weeks of short-term disability coverage. This benefit will provide 60% of the Employee's salary up to a monthly maximum. Each claim is individually evaluated based on medical documentation required to be provided by the Employee's treating physician.

F. Life Insurance

1. Starting on the first day of the month that coincides with or follows an Employee's date of hire, Employees scheduled to work at least twenty (20) hours per week will be provided basic life insurance and accidental death and dismemberment insurance at no cost to the Employee.
2. Community Catalyst will provide \$10,000 of group term life coverage for an Employee's spouse or domestic partner, and \$5,000 for each child at no cost to the Employee.

G. Remote Office Benefits

1. All Employees are eligible to receive a reimbursement of up to \$2,400 per year for outside-the-home coworking or office space rental upon individual request by an Employee.
 - a. Employees must be located over 35 miles from an Employer-sponsored worksite to be eligible for this benefit.
 - b. Community Catalyst will provide reimbursement upon submitting receipt using the expense reimbursement process.
2. Community Catalyst will provide all Employees with a \$1,500 stipend per year to support the costs associated with working from home. This includes, but is not limited to phone, internet, printer, and other in-home office supplies.
 - a. Employees must work remotely at least three (3) days per week, or twelve (12) days per month, to be eligible for this benefit.

- b. Community Catalyst will provide stipends annually at the end of each calendar year. New employees receive a pro-rata amount upon hire corresponding to those months between hire date and the next annual stipend.

H. Length of Service

1. Community Catalyst will provide Length of Service Awards to recognize Employees for their commitment and continued contribution in support of the mission of the Organization. Eligibility for recognition under this program requires that a Bargaining Unit Employee be in a benefits-eligible position and on the payroll as of their anniversary date.
2. Payments will be issued during the month of the Employee's anniversary and will be at the following levels:
 - a. Year 3 = \$1,000
 - b. Year 5 = \$1,250
 - c. Year 10 = \$1,500
 - d. Year 15 = \$1,750
 - e. Year 20 = \$2,000
 - f. Year 25 = \$2,500

I. Notice of Benefits

1. On or before January 2nd of each year, Community Catalyst will send all Employees an outline of all current benefits provided by Community Catalyst under this Agreement for the upcoming year.

ARTICLE 17: DURATION

- A. This Agreement shall remain in effect for the three (3) year period from April 1, 2024 to March 31, 2027 and terms contained herein shall become effective on April 1, 2024, unless otherwise specified. At the written request of either party, negotiations for a subsequent Agreement will be commenced at least ninety (90) days prior to the expiration date set forth above.
- B. This Agreement will remain in full force and effect until a new Agreement is executed or an impasse in negotiations is reached.

ARTICLE 18: RATIFICATION

In witness whereof, the parties have executed this agreement the day and year written below.

DocuSigned by:
Emily Stewart
67B77B17BC59403...

Emily Stewart
Executive Director
Community Catalyst, Inc.

3/22/2024

Date

DocuSigned by:
Maureen Medeiros
F35D3164BB3C42D...

Maureen Medeiros
Director of Internal Organizing
Service Employees International Union (SEIU)
Local 888

3/22/2024

Date

Appendix 1: Bargaining Unit Salary Structure

| Level | Min | 1 st Third | Mid | 2 nd Third | Max | Bargaining Unit Titles |
|-------|----------|-----------------------|----------|-----------------------|-----------|--|
| 4 | \$76,000 | \$83,000 | \$90,000 | \$97,000 | \$104,000 | Project Manager (without staff) Sr. Policy Analyst Sr. Technical Assistance Provider* Sr. Communications Manager Community Engagement Consultant Officer (Development & Business Development) |
| 3 | \$68,000 | \$74,000 | \$80,000 | \$86,000 | \$92,000 | Policy Analyst Technical Assistance Provider** Communications Manager Writer & Web Manager Manager of Development Operations & Research Sr. Accountant |
| 2 | \$62,000 | \$67,000 | \$73,000 | \$78,000 | \$83,000 | Staff Accountant Grant Accountant |
| 1 | \$56,000 | \$60,000 | \$65,000 | \$69,000 | \$75,000 | Coordinator Associate |

***Senior TA Provider includes:** Senior State Advocacy Manager, Senior Strategic Manager

****TA Provider includes:** State Advocacy Manager, Strategic Manager, Health Equity Manager