

COLLECTIVE BARGAINING AGREEMENT

For New York Office

Between

Open Society Institute

And

Local 1180, CWA

January 1, 2018-December 31, 2020

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OSF-CWA COLLECTIVE BARGAINING AGREEMENT

January 1, 2018-December 31, 2020

PREAMBLE

The parties are entering into this agreement (the, "Agreement") in the spirit of mutual cooperation, with the recognition that the interests of all involved in the workplace can be addressed and supported through the collective bargaining process, and with an understanding of the shared goals and objectives of the Open Society Foundations, namely to:

- promote vibrant and tolerant societies, government accountability, and open debate
- pursue justice and the rule of law
- broaden respect for human rights, including the rights of minorities
- encourage pluralism and a robust diversity of opinion
- deepen democratic practice and participation

This Agreement reinforces that we are all part of the same mission-focused, non-profit organization, in which we share the key values of our organization, including commitments to human dignity and mutual respect, even in the face of inevitable disagreements and debates. As with the societies we aim to support, our organization is always open to improvement, and never perfected.

Article 1. DURATION

This Agreement shall, except as set forth elsewhere herein, be effective from the date of ratification of the Agreement through December 31, 2020.

Article 2. RECOGNITION

Section 1. In accordance with the election conducted by the American Arbitration Association on July 19 and July 20, 2016, and the provisions of the National Labor Relations Act (“Act”), Open Society Institute (herein “Employer” or “OSI”) recognizes Communications Workers of America, on behalf of its Local 1180 (herein “CWA” or “Union”) as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of work, or other conditions of employment for all employees in the New York Office in the following internal job titles, including those who receive senior designation, or any title created in the future doing substantially the same work as those titles covered by the agreement:

- | | |
|---|---------------------------------------|
| 1. Accountant | 23. Grants Officer |
| 2. Accounts Payable Clerk | 24. Grants User Support Specialist |
| 3. Advocacy Officer | 25. Information Specialist |
| 4. Associate Grant Making Support Officer | 26. Legal Analyst |
| 5. Associate Legal Officer | 27. Legal Assistant |
| 6. Associate Librarian | 28. Legal Officer |
| 7. Associate Policy Officer | 29. Legal Specialist |
| 8. Associate Strategy Officer | 30. Policy Analyst |
| 9. Budget Analyst | 31. Policy Officer |
| 10. Communications Coordinator | 32. Producer |
| 11. Communications Officer | 33. Program Administrative Assistant |
| 12. Communications Specialist | 34. Program Administrative Officer |
| 13. Editor | 35. Program Administrative Specialist |
| 14. Events Associate | 36. Program Budget Analyst |
| 15. Executive Administrator | 37. Program Coordinator |
| 16. Executive Assistant | 38. Program Officer 1 |
| 17. Facilities Assistant | 39. Program Officer 2 |
| 18. Finance Assistant | 40. Program Specialist |
| 19. Front Office Associate | 41. Project Head |
| 20. Grant Making Support Officer | 42. Senior Accountant |
| 21. Grants Analyst | 43. Senior Budget Analyst |
| 22. Grants Assistant | 44. Special Assistant |
| | 45. Strategy Specialist |

excluding all employees in the Human Resources and Information Technology Departments, managerial employees, supervisors, temporary employees/fellows, confidential employees, and guards. The terms supervisors, managerial, and confidential shall have the same definitions as applied by the National Labor Relations Board.

Section 2. Fixed Term Employees Other Than Fellows

- A. Any employee in a title covered by this Agreement pursuant to Article 1 Section 1 who is engaged at the commencement of employment for twelve (12) months or more will be included in the bargaining unit.

- B. An employee in a title covered by this Agreement pursuant to Article 1 Section 1 who is engaged for less than twelve (12) months will be included in the bargaining unit if the employee's time in that position is extended beyond twelve (12) months. The employee will be considered part of the bargaining unit at the time the extension is granted.
- C. Any fixed term employee with consecutive, multiple fixed term positions of less than twelve (12) months will become a member of the bargaining unit when employed by OSF for twelve (12) consecutive months (which shall include any short breaks between positions if the employee has been engaged for the new position prior to the end of the term of the previous position), regardless of whether they work multiple fixed term positions during those months. The employee will be considered part of the bargaining unit when they reach twelve (12) consecutive months of employment at OSF in a title covered by this Agreement pursuant to Article 1 Section 1 .
- D. The employment of any fixed term employee covered by the collective bargaining agreement will be subject to the contractual probationary period and will end at the completion of the term for which the employee was engaged. There will be no review of any kind regarding the ending of such employment or any decision to extend or not extend a fixed term or to provide or not provide any fixed term employee with a non-fixed term position. All such decisions are solely within the discretion of OSF.
- E. For the avoidance of doubt, this provision does not apply to any individual engaged as a fellow for the organization.
- F. For the avoidance of doubt, any fixed term employee that accepts a full time bargaining unit position will remain or immediately become a member of the Unit.

Article 3. UNION SECURITY AND CHECK OFF

- A. After thirty (30) days of continuous employment with the Employer or the effective date of this Agreement, as a condition of their continued employment, all individuals in the bargaining unit shall be required either to (a) acquire and maintain membership in the Union in good standing, or (b) tender to the Union an agency fee equal to the amount allowed by law to be charged in lieu of periodic dues uniformly required as a condition of membership in the Union.
- B. Upon receiving a signed statement from the Union indicating that an employee has failed to comply with the conditions of Article 3, Paragraph A, said employee shall be terminated within thirty (30) working days after receipt of notification unless the employee has complied with the conditions of Article 3, Paragraph A prior to the end of the thirty (30) working day period.
- C. Upon receipt of a valid, signed authorization granting permission for the deduction from the employee, the Employer will deduct Union dues and initiation fees or agency fee in the amounts certified by the Union as those uniformly required as a condition of acquiring or retaining membership or fee allowed by law in lieu of dues.

- D. Such deductions shall be made in each payroll period and shall be remitted to the Union on a monthly basis. The Union shall provide the Employer with at least thirty (30) days' notice of any changes in the dues or agency fees to be deducted.
- E. Notwithstanding the foregoing, any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion which holds conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment. Instead, such employees shall, as a condition of employment, in lieu of payment of periodic dues, pay a sum equal to the service fee provided in Article 3, Paragraph A(b) above to the Union and the Union will make a contribution to a charity jointly agreed upon by the Union and the employee involved.
- F. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action by the Employer for the purpose of complying with this Article.

Article 4. UNION BUSINESS

Section 1. Bulletin Board

The Union shall have the use of a bulletin board in each office designated by the Employer for the posting of union notices.

Section 2. Union Visitation

Duly authorized representatives of the Union shall, upon advanced written notice (which may be by email), be permitted access to the Employer's premises during working hours for the purpose of ascertaining compliance with this Agreement, investigating grievances, or conducting other Union business with bargaining unit employees on non-working time and such access shall not interfere with the operations of the Employer in any way.

Section 3. Stewards

The Union shall provide the Employer with the names of the shop stewards for the purpose of conducting routine Union business. The shop stewards shall be permitted reasonable time to attend meetings with management in accordance with the terms of this Agreement provided that such duties do not interfere with the operations of the Employer or the performance by the shop stewards or any other employee of their duties as an employee of the Employer. A shop steward must notify their supervisor and schedule time away from work with the supervisor to perform such duties on working time.

Section 4. List of Bargaining Unit Employees

When a new employee is hired in a bargaining unit position, the Employer shall email the single designated Union contact to receive this information within ten (10) working days from the new employee's start date. Additionally, upon request (but no more than quarterly), the

Employer shall supply the Union with a list of all bargaining unit employees, showing date of hire, rate of pay, and relevant contact information.

Article 5. EQUAL EMPLOYMENT, DIVERSITY AND INCLUSION

Section 1. Antidiscrimination

The Employer shall not discriminate in employment opportunities or practices on the basis of actual or perceived race, color, creed, religion, class, age, sex, gender, gender identity, gender expression, sexual orientation, partnership status, pregnancy status, marital status, familial status, national origin, ancestry, immigration and citizenship status, affiliations, refugee status, asylum seeking status, statelessness, veteran status, military status, disability, genetic predisposition, or genetic information, domestic violence victim status, sex offense or stalking victim status, union activity, juvenile delinquency adjudications, youthful offender adjudications, arrests (except as described below), or convictions (except described below) or any other classification protected by applicable federal, state, or local law.

Nothing herein shall require OSF to make any decision to offer employment to any individual or make any other decision of any kind with respect to the employment of any individual that is not authorized by law.

With respect to an active or pending criminal investigation and/or any criminal conviction, OSF may make any employment decision or take employment action (a) on the same basis as would be allowed for the use of a prior conviction under the New York State Corrections Law, and (b) because of an active or pending criminal investigation if such investigation involves a fraudulent or dishonest act relating to money, securities or property.

All the terms contained in this Section shall be interpreted as defined by applicable law in New York City.

Section 2. Diversity and Inclusion

- A. The Employer will continue its efforts to recruit and hire women and individuals from traditionally underrepresented populations, including, but not limited to, demographic minorities, individuals with disabilities, individuals who are transgender, gender non-conforming, refugees and asylum seekers.
- B. Representatives of the bargaining unit shall meet with members of the Leadership Group on Inclusion, or whatever group may inherit its responsibilities, at least two times per year to discuss issues of diversity and inclusion in the workplace.

Article 6. MANAGEMENT RIGHTS

It is recognized and agreed that the mission and management of OSF is the exclusive province of the OSF Global Board, the OSI Board, and OSF management personnel. Therefore, except as otherwise provided in this Agreement, it is agreed that OSF has the right:

- A. to establish, plan, direct and control OSF's missions, projects, objectives, strategies, activities, resources, grant-making procedures and policies, organizational practices, and organizational priorities;
- B. to establish and administer procedures, rules and regulations, and direct and control OSF operations;
- C. to change or eliminate any existing equipment, technologies, facilities, and location of operations and programs;
- D. to determine and modify the number and qualifications for staff, scheduling, responsibilities and assignment of employees;
- E. to establish, maintain, modify or enforce standards of performance, conduct, order and safety;
- F. to evaluate, to determine the content of performance evaluations, and to determine the processes and criteria by which the performance of employees is evaluated;
- G. to establish and require employees to observe OSF policies, rules and regulations;
- H. to establish or modify its hours of operation; to assign work locations; to schedule hours of work; (in compliance with Article 9, Section 3);
- I. to recruit, hire, and transfer employees.

OSF shall have the right to discontinue programs and any other aspect of its operation, in whole or in part.

Article 7. DISCIPLINE AND DISCHARGE

- A. OSF shall have the right to discipline, demote, suspend, or discharge bargaining unit employees for just cause.
- B. The parties recognize that just cause for discharge exists for certain acts without the need for progressive discipline. Such actions include, but are not limited to, misconduct, harassment, theft, fraud, embezzlement, misappropriation, reckless or willful destruction of OSF's property, physical violence or threats of violence of any kind, and gross insubordination.
- C. For conduct not covered by Paragraph B above (e.g., time and attendance issues, poor work quality, poor work performance, certain failures to comply with OSF policies, etc.) the principles of progressive discipline shall apply. Such progressive discipline will always include written notice and a reasonable opportunity to improve (but need not include a formal suspension as part of the progressive discipline process).

- D. All disciplinary actions shall be subject to the grievance and arbitration procedure, except OSF shall have the right to discharge a bargaining unit employee for poor work quality and/or similar work performance issues, if (a) the employee has been counseled and been issued a formal performance improvement plan with a reasonable opportunity to improve, but no less than 30 days (b) the Union has received notice of the formal performance improvement plan and had an opportunity to discuss the matter with OSF, and (c) OSF offers the employee severance in the same amount as calculated in Paragraph E below and subject to the same conditions for receiving the severance. Should OSF make this offer, the discharge will not be subject to the grievance and arbitration procedure.
- E. Bargaining unit employees laid off due to changes to staffing or reorganization shall receive, in exchange for a general release in a form acceptable to OSF, severance in the amount of one (1) month per year of service, prorated for partial years, up to a maximum of twelve (12) months.
- i. Bargaining unit employees may elect to receive severance in a lump-sum payment or in installments in accordance with the OSF payroll cycle.
 - ii. Bargaining unit employees receiving severance shall also receive reimbursement for health insurance continuation through COBRA for the severance period in the same manner as they received as bargaining unit employees (regardless of whether the severance is paid in a lump-sum or in installments in accordance with the OSF payroll cycle).
- F. All bargaining unit employees shall be paid for their remaining unused accrued vacation time when their employment ends with OSF.

Article 8. PROBATIONARY PERIOD

All new employees in the bargaining unit except those in positions that are classified as Level E or above shall have a three (3) month introductory period. All new employees in the bargaining unit in positions that are classified as Level E or above shall have a six (6) month introductory period, which may be extended an additional six (6) months provided OSF provides the affected employee and the Union with a written explanation of the need for such extension. During the introductory period, the employee may be discharged with or without cause, and such action shall not be subject to the Agreement's grievance and arbitration procedure.

Article 9. HOURS OF WORK AND OVERTIME

Section 1. Overtime

Bargaining unit employees in positions that are classified as non-exempt pursuant to the Fair Labor Standards Act shall receive overtime (1 1/2x) after 40 hours of work performed in a work week.

Section 2. Compensatory Time

- A. Effective thirty (30) days after ratification, bargaining unit employees in positions that are classified as exempt pursuant to the Fair Labor Standards Act will be entitled to receive one (1) day of compensatory time after Employer required travel for two (2) full non-work (weekend/holidays) days.
- B. Effective January 1, 2019, bargaining unit employees in positions classified as exempt pursuant to the Fair Labor Standards Act will be entitled to receive a half (1/2) day of compensatory time for non-remote work on events, special projects, and/or other non-routine need for immediate delivery of work product that is pre-approved to exceed the length of the employee's standard workday by four (4) hours. Notwithstanding the above, the obligation for the work to be non-remote shall not apply (a) during the Winter Holiday break, and (b) for work performed out of the office by individuals in accordance with documented alternative work arrangements and/or health care related reasonable accommodations.
- C. Notwithstanding the foregoing, an employee may receive no more than a total of twelve (12) compensatory days per year.
- D. Compensatory time shall be available to the employee to be used within 90 days following the day that it is earned; provided that compensatory time may only be used with the approval of the employee's supervisor and shall not be eligible to be paid out to the employee at any time including at the end of employment with OSF.

Section 3. After Hours Work

OSF recognizes that employees have familial caretaking responsibilities that require predictability in their schedules and impact their ability to work beyond their typical workday. OSF will make reasonable efforts to notify bargaining unit staff at least 48 hours in advance of the need to work in the office outside of the employee's normal hours. In the event of a failure to provide such notice, bargaining unit staff will not be required to comply to the extent that it jeopardizes the care of a dependent person. Bargaining unit employees in positions that are identified by written notice to the employee as requiring frequent in-office after hours assignments or emergency response will be deemed to have received such notice.

Article 10. EMPLOYEE BENEFITS

Section 1. Benefit Plans

All bargaining unit employees will continue to receive the following benefits on the same terms and conditions as similarly situated, non-bargaining unit U.S.-Based OSF employees:

Health insurance (which shall include Trans-gender services as required by state law)

IVF/Adoption/Surrogacy Pilot Policy

Dental insurance

403(b) retirement benefit

Short and Long Term Disability Insurance

Life Insurance

Long Term Care Insurance

OSF shall, for plan years through December 31, 2019, make a good faith effort to maintain each such benefit plan at comparable levels to those in 2017.

In the event that OSF determines in the future that circumstances suggest that changes to the current benefit plans should be made, OSF shall consult with the Bargaining Unit Benefits Committee to discuss and provide feedback on any proposed benefit plan changes prior to and following implementation. OSF reserves the right to modify all such plans after such consultation.

Notwithstanding anything to the contrary above, OSF agrees that it shall modify the vesting period for employer contributions to the OSF 403(b) plan to two years from the beginning of employment.

Section 2. Bargaining Unit Staff Memberships

Bargaining unit members will be eligible to participate in employee membership programs (e.g., “Plum Benefits”, etc.) on the same terms as similarly situated non-bargaining unit U.S. based OSF employees (which may be eliminated or modified by OSF in its discretion).

Section 3. Educational Assistance

OSF shall maintain its current Educational Assistance policy for the life of the collective bargaining agreement, except that it shall be modified to allow bargaining unit employees to request reimbursement for non-accredited courses that are directly related to the employee’s work at OSF. Bargaining unit employees must receive prior approval from management, which shall be within OSF’s discretion, for non-accredited tuition reimbursement.

Section 4. Transit Reimbursement

OSF shall maintain its current transit reimbursement benefit at \$104 per month for bargaining unit employees for the life of this Agreement.

Section 5. Flexible Spending Policy

To the extent permitted by law, OSF shall maintain its existing flexible spending account benefit for bargaining unit employees

Section 6. 403(b) investment options.

OSF's designated retirement investment plan provider shall offer employees ethical investment options."

Article 11. PROMOTIONS AND DESIGNATIONS

- A. Salary increase upon promotion. All promotions to a bargaining unit position in a higher grade or higher level will include an increase in salary to be determined in accordance with Article 20 Section 1.
- B. Promotion to a vacant or additional headcount bargaining unit position. When there is a bargaining unit position vacancy due to either (1) the departure of a former employee or (2) the creation of a new position as a result of new headcount, the following procedures shall apply:
 - i. The vacancy will always be posted in accordance with the Job Opening procedures set forth in Article 14, Section 6.
 - ii. All bargaining unit employees will have an opportunity to self-nominate and apply for the posted vacancy.
 - iii. All internal applicants who are in good standing and meet the minimum qualifications in the posting will have an opportunity for a preliminary interview with the designated recruitment partner for the position.
 - iv. The vacant position will be filled on a competitive basis with the successful candidate to be chosen at OSF's discretion. The competitive process will operate according to procedures published from time to time.
- C. Promotions to a bargaining unit position that results from restructuring. When OSF determines that there is an organizational need to restructure an existing bargaining unit position to one at a higher grade and/or level and the manager seeks to accomplish the restructuring by promoting the incumbent of the restructured position without a competitive process, the promotion must be reviewed by the Promotions Committee.
 - i. The Promotions Committee will meet monthly nine (9) months per year but may cancel meetings if no candidates are put forward for consideration.
 - ii. The Promotions Committee must be provided and will evaluate, among other things, a detailed rationale for the selection of the nominated candidate, a new organization chart, and new job description. The Committee will also consider whether the individual put forward for promotion is more appropriate than other possible internal candidates within the Program/Department/Unit.

- iii. The member of the bargaining unit proposed for a promotion must meet all the qualifications for the new position.
 - iv. The Promotions Committee, in making its evaluations, will not require that a candidate actually have performed the work in the new position for any period of time to approve the promotion.
 - v. The Promotions Committee will use criteria including those listed in clauses “a” and “b” below to evaluate the proposed promotions. The Committee will state reasons for all its decisions in writing, and in the case that a promotion request is denied, the reasons will be communicated to the individual in question.
 - a. Qualifications for the new position including skills and experience
 - b. Past performance, including expertise, demonstrated ability to work with others, and respect for inclusive practices.
- D. Career Advisory Meetings. Every bargaining unit member in good standing will have the opportunity to meet with HR upon request and discuss their potential suitability for any positions vacant in the organization every two years calculated from their date of hire.
- E. Senior Designation. Senior designations shall be made in accordance with OSF’s current Senior Designation Policy (attached as Exhibit A). In the case that a senior designation request is denied, the reasons will be communicated in writing to the individual in question.
- F. Promotion to a Program Officer role. Notwithstanding anything to the contrary above, all Program Officer positions will be filled through a competitive process.
- G. Program Officer 1 and 2. Movement from Program Officer 2 to Program Officer 1 shall be in accordance with the procedure currently established for that purpose, except when filling a vacancy, which shall be done in accordance with paragraph F above.

Article 12. BEREAVEMENT

Bargaining unit employees will receive up to ten (10) days paid leave following the death of an employee’s family member for the purpose of attending the funeral or to take care of such matters necessary to attend to said death, including matters that may take place after the death (*e.g.*, settle issues of will). These bereavement days need not be taken consecutively. When the family member lives out of the country and the funeral will be outside of the contiguous United States, bargaining unit employees will receive up to an additional five (5) days to travel for the funeral.

For purposes of this Article, the term “family member” shall be defined as a spouse or domestic partner, children, parents and legal guardians (including in-laws), siblings (including in-laws), grandparents (including in-laws), grandchildren, a relative living with the employee, or the parents or children of a spouse or domestic partner. Any person with whom the affected

employee has a demonstrably strong familial affinity that is not mentioned by one of the aforementioned family relationships shall also be considered by Human Resources in its sole discretion, on a case-by-case basis within 24 hours of a request by the employee to Human Resources.

Article 13. PAID TIME OFF

The following paid time off benefits will be maintained for the life of the collective bargaining agreement:

- A. Vacation. All bargaining unit employees shall continue to receive twenty (20) vacation days per year in accordance with OSF's existing vacation benefit policy.
- B. Sick Days. All bargaining unit employees shall continue to receive ten (10) sick days per year in accordance with OSF's existing sick leave policy, and may continue to bank unused sick time, which may be used in the event of a personal ongoing or chronic health need that would qualify for either Family and Medical Leave, short or long-term disability. Unused sick leave shall not be paid out upon leaving the employment of OSF.
- C. Personal Days. All bargaining unit employees shall continue to receive five (5) personal days in accordance with OSF's existing personal day policy, and any unused personal days may be banked for same purpose as sick leave days but may not otherwise be carried forward. Unused personal days shall not be paid out upon leaving the employment of OSF.
- D. December Holiday Break. The December Break will continue as paid time off for bargaining unit employees for the life of the collective bargaining agreement with the exact days determined by OSF based on the yearly calendar.
- E. Summer Fridays. Summer Fridays will continue to be evaluated and may be granted within OSF's sole discretion on a yearly basis.
- F. Jury Duty. All bargaining unit employees shall continue to receive full pay for length of jury duty.
- G. Parental Leave. OSF shall maintain its existing parental leave policy for bargaining unit employees for the life of the collective bargaining agreement.
- H. Family and Medical Leave Act. OSF shall maintain its existing FMLA policy for bargaining unit employees for the life of the collective bargaining agreement.

Article 14. MISCELLANEOUS EMPLOYMENT POLICIES

Section 1. OSF Employment Policies

Bargaining unit employees will have electronic or other access to the current employee handbook and other applicable employment policies, as they will be updated and or modified from time to time. New hires will be provided the then-current employee handbook in electronic form or a link thereto.

OSF will work in good faith to make all policies referred to in this section accessible from one centralized electronic location.

Section 2. Alternative Work Arrangements

OSF shall maintain its current Alternative Work Arrangements policy (attached hereto as Exhibit B) for the duration of this agreement. The parties agree that bargaining unit employees may have the assistance of a Union representative in connection with any meeting or other communication with management provided for in the policy. All decisions by OSF with respect to Alternative Work Arrangements shall continue to be within OSF's sole discretion, but shall always be made in good faith.

Section 3. Authorized Organizational Expenses

Bargaining unit employees who travel as a regular part of their job or frequently expend funds for internal or external OSF programs, shall not be required to expend (and then be reimbursed) for more than a *de minimis* amount (not to exceed \$20 per expenditure) of their personal funds for such expenses. Upon request, OSF will issue such employees organizational credit cards for such expenditures or provide any other procedure for the payment of such expenses by the organization.

Section 4. Job Descriptions

- A. OSF shall maintain a written job description for each internal title within the bargaining unit. All written job descriptions are guides to the general duties of the role. The duties listed in the written job description are not to be construed as a limitation on the employee to take on additional work, special projects, or professional development opportunities or on the employer's right to assign work outside an employee's written job description.
- B. Each member of the bargaining unit at the time of ratification of the Agreement, shall receive a copy of their written job description within 90 days of the ratification this Agreement.
- C. All new hires in the bargaining unit shall receive the applicable written job description for their internal title as part of the onboarding process on or before their start date. As part of the on-boarding process, all new bargaining unit employees shall have a meeting with their direct supervisor within two weeks of the employee's start date to discuss the

written job description, and ask any questions regarding the written job description the employee may have.

- D. In the event OSF modifies a written job description, the employer shall provide the bargaining unit employees in that internal title with the new written job description and an explanation for the change. The direct supervisor will meet with the bargaining unit employee to discuss such changes. A union shop steward may participate in any such meeting, at the request of either OSF or the employee, and in such cases, OSF Human Resources may also participate in the meeting.
- E. In the event that a bargaining unit employee believes their written job description does not accurately reflect their internal title and responsibilities on a regular or temporary basis, the employee may request the opportunity to discuss the written job description and/or position with OSF Human Resources and/or their direct supervisor. A union shop steward may participate in any such meeting, at the request of either OSF or the employee, and in such cases, OSF Human Resources may also participate in the meeting.

Section 5. Additional Work Dialogue

Any bargaining unit employee who believes that there has been a significant modification to the employee's position or a substantial increase in workload in that position, may request a meeting with the employee's manager to discuss the matter. In such a meeting, the employee may request additional compensation and/or modification to the employee's current title on a permanent or temporary basis. OSF will consider any such request in good faith, but any decision on the request will be within the discretion of OSF. The employee may request that a shop steward attend the meeting, and OSF may include a member from the Human Resources department.

Section 6. Bargaining Unit Job Openings

- A. For all bargaining unit positions covered by this Agreement, OSF shall post a position vacancy announcement internally, and at OSF's discretion, externally. Internal announcements will be posted for a period of at least two (2) weeks and will be posted no later than any external announcement. This policy will apply to both positions created by an employee vacating an existing bargaining unit position and new bargaining unit positions except to the extent that the position is filled pursuant to paragraph C of the Promotion Process.
- B. Internal postings shall be posted electronically.
- C. Any bargaining unit member who submits an application for a bargaining unit position that is posted pursuant to this section will be considered in good faith for an interview if such bargaining unit member meets the qualifications for the position.

Section 7. Immigration

- A. The Open Society Institute considers immigration sponsorship to be an important part of its ability to recruit, hire and retain skilled and diverse talent to support our worldwide mission and programs.
- B. Where OSF is seeking temporary or permanent work authorization for a potential new bargaining unit employee, OSF will discuss the visa process and keep the potential employee reasonably informed during the application process of potential visa options and convey advice of outside counsel on the immigration law implications for the new employee and their family, relevant deadlines, and an estimate of typical visa approval timing (if possible). OSF will keep the potential employee reasonably informed of delays and complications in the process that may delay the employee's ability to start work. In no event shall any employee begin work unless and until work authorization is granted or authorized under law.
- C. For bargaining unit members holding temporary work authorization, OSF will, upon request, meet with the employee between 18 and 12 months prior to the expiration of the work authorization to discuss whether OSF will be seeking to renew the work authorization on either a temporary or permanent basis. In making such a determination, OSF may take into consideration such factors, including but not limited to the bargaining unit member's tenure, skills, performance, and OSF's operational needs.
- D. If such a meeting is requested, OSF will provide the bargaining unit employee with its decision at least 12 months prior to the expiration of the work authorization or one month after the meeting, whichever comes later. If OSF chooses not to sponsor the bargaining unit member's permanent residency or visa extension, OSF will explain the basis for its decision in writing to the bargaining unit member. Such a decision against renewal of work authorization will not in and of itself negatively impact a bargaining unit member's future application for separate employment opportunities with OSF, provided that those factors that led to such decision may still be taken into account (e.g., performance). When OSF chooses to sponsor a bargaining unit employee, OSF will make reasonable efforts in the immigration sponsorship process in good faith, but cannot guarantee any result.
- E. All decisions regarding assisting and sponsoring any new or existing bargaining unit employee in obtaining temporary or permanent work authorization are within the sole discretion of OSF.
- F. OSF will make good faith efforts to ensure that bargaining unit employees with the need to seek and renew work authorization and related status issues will have reasonable access to relevant sources of information during the process. To the extent the Union has any concerns regarding such efforts, they will be raised exclusively through the labor-management committee and will not be subject to the grievance and arbitration procedure.

Section 8. Cell Phones

Bargaining unit employees who are regularly required to make or receive phone calls from outside the office or outside their regular office hours shall be eligible to receive an OSF cell phone or otherwise receive reimbursement for their calls. Bargaining unit employees who are regularly required to engage in communications other than email that require cellular data (e.g., secure messaging services) shall be eligible to receive an OSF cell phone. This paragraph shall not apply to the extent that such requirements result from an alternative work arrangement requested by the employee.

Section 9. After Hours Expenses

- A. If a bargaining unit member is working in excess of regular hours and past 8:00 P.M., the employee may be reimbursed or charge up to thirty U.S. dollars (US\$30.00) to the organizational credit card for dinner. The meal must be delivered to the office or brought back to the office by the employee. Meals purchased on the way home after the employee left the office are not reimbursable.
- B. If a bargaining unit member is working in the office in excess of regular hours and past 9:00 P.M., the employee may be reimbursed for or charge to the organizational credit card the cost of a taxi ride home.

Section 10. Professional Development

Recognizing the importance of professional development opportunities that strengthen employees' skills and performance in their role and ability to contribute to organizational need, all bargaining unit employees, upon request, shall have the opportunity to discuss potential professional development opportunities with their manager at least once per year.

There are a variety of approaches to professional development, which must be tailored to the specific circumstances. Professional development can include consultations, coaching, communities of practice, lesson study, mentoring, as well as specific development opportunities such as (not an exhaustive list):

- Attending internal and external training opportunities
- Facilitating a meeting
- Delivering presentations
- Attending meetings, seminars or conferences
- Opportunities to hone public speaking skills
- Participating in a site visit
- Involvement with funder affinity groups
- Participating in OSF special programs (e.g., Contested Spaces, Nonprofit Excellence Programs)
- Receiving language tutoring or training
- Opportunity to work on a project in a related field
- Opportunity to observe and/or be exposed to governmental leaders

- Attending grantee board meeting

All opportunities must be approved by the employee's manager, including any funding, which will be drawn from the respective department or program's budget. Managers will consider all professional development requests in good faith.

Section 11. Relocation Support Policy

OSF shall maintain its current Relocation Support policy (attached hereto as Exhibit C) for the duration of this agreement. OSF shall provide a copy of this policy and the Travel and Expense Guidelines (in physical or electronic form) to any bargaining unit employee who will be relocated for OSF. The parties agree that bargaining unit employees may have the assistance of a Union representative in connection with any meeting or other communication with management provided for in the policy. All decisions by OSF with respect to Relocation Support Policy shall continue to be within OSF's sole discretion, but shall always be made in good faith.

Article 15. GRIEVANCE AND ARBITRATION PROCEDURE

- A. Definition: A grievance is defined as any complaint, dispute, or controversy arising between the parties hereto involving the interpretation or application of any provision of this Agreement.
- B. Party to the Grievance: A grievance may be filed either by the Union or OSF.
- C. Informal resolutions: The parties recognize that day-to-day problems may be discussed and resolved without the use of the formal grievance procedure. While such informal resolution is encouraged, only a written settlement agreement between OSF and the Union will have the authority of contract and no understanding between an individual bargaining unit employee or manager shall be considered a binding practice or be contrary to the provisions of this Agreement. Any informal discussions shall have no effect on the time limits set forth below, or the rights of any party to bring forth a formal grievance.
- D. Grievance Steps
 - i. *Step One*: The Union shall submit the grievance in writing to OSF within thirty (30) days of the circumstances giving rise to the grievance. The written grievance shall cite the contractual provisions alleged to have been breached and must be signed by the aggrieved bargaining unit employee. The Union may submit the grievance to any of the following individuals: the relevant immediate supervisor, the Deputy Department/Program Head (if any), the Program/Department Head, or the designated Human Resources representative. If not filed directly with Human Resources, all written grievances must also be submitted to the OSF designated Human Resources representative. A first step grievance meeting between the Union, the Grievant, and OSF (including a representative of Human Resources)

will be held within twenty-one (21) days after receipt of the written grievance. OSF Human Resources and the applicable Program /Department Head shall give OSF's written answer within fourteen (14) days following the meeting.

- ii. *Step Two:* If settlement is not reached in Step 1, then the grievance may be presented in writing by the Union to the Senior Human Resources Manager for the United States or their designee within fourteen (14) days after OSF issued its Step 1 response. A second step grievance meeting between the Union, the Grievant, and OSF will be held within fourteen (14) days after receipt of the written grievance. OSF shall give its written answer within fourteen (14) days following the meeting.
 - iii. *Step Three:* If settlement is not reached in Step 2, then the grievance may be submitted to arbitration, provided that submission occurs within twenty (20) days after the conclusion of Step 2 and that notice is provided to the other party of intent to bring the grievance to arbitration on or prior to the day this occurs. The following individuals shall be the designated contract arbitrators: Howard Edelman, Joseph Harris and Carol Wittenberg. The arbitration shall be governed by the Voluntary Labor Arbitration Rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding, except that the arbitrator shall have no authority to add to, subtract from, modify, change or disregard any of the provisions of this Agreement. The fees and other charges of the arbitrator shall be divided equally between the parties.
 - iv. Any grievance filed by OSF shall start at Step 2 and be filed in writing with CWA First Vice President (Gina Strickland or other). The Union shall have the same time to respond as set forth in Step 2 above.
- E. Time Limits: The time periods specified above may be extended only by mutual agreement, in writing, between OSF and the Union. Any grievance upon which a disposition is not made by OSF within the time limits prescribed, inclusive of any written extension which may have been agreed to, may be referred to the next step in the grievance procedure. It is agreed that the time limit for filing at Steps 2 and 3 shall begin on the date sent by the other party. Any grievance not carried to the next step by the filing party within the prescribed time limits, or such written extension which may have been agreed to, shall be automatically closed with prejudice.
- F. Meetings: The meetings specified in Step 1 and Step 2 shall, whenever possible, be either in-person or videoconference, on work time. The Grievant and steward shall be excused from work to participate in the meeting. Meetings may be telephonic when an in-person or video conference is not feasible within the allotted time frame.
- G. Anti-Retaliation: No employee shall be retaliated against for filing a grievance.

Article 16. LABOR-MANAGEMENT RELATIONS

- A. The parties shall establish a Labor-Management Committee (the “Committee”) to maintain communication between the parties, to promote a climate conducive to constructive employee relations, and to create a mechanism to address employment-related issues, regardless of whether such matters are specifically addressed in the collective bargaining agreement.
- B. The Committee may establish sub-committees, which shall have equal representation from both the Union and Management, to address specific issues.
- C. The Committee shall have a total of eight (8) members, four (4) designated by the Union and four (4) designated by OSF. The Union members shall be elected and shall include at least one (1) person from the Baltimore bargaining unit. OSF shall designate at least one individual from the Human Resources department with direct or indirect responsibility for labor relations and one manager at Level F or higher to be members of the Committee. In addition, at least once per year, either the OSF President, Vice President, or General Counsel will participate in the Committee.
- D. The Committee shall meet at least once (1) per quarter.
- E. The Committee shall have the authority to determine its agenda within the scope and authority of the Committee set forth in paragraph A of this Article 16.
- F. Committee meetings shall be for the purpose of discussion and providing recommendations and not for the purpose of initiating or continuing collective bargaining, nor shall the Committee have the authority to in any way modify, add to, or subtract from the provisions of this Agreement.
- G. The Union shall not waive its right to grieve or arbitrate issues that are otherwise grievable or arbitrable pursuant to the terms of this Agreement by raising such issues at the Committee.
- H. Committee members attending the Committee’s meetings shall lose no pay if such meetings are held during their regularly scheduled work hours.
- I. Committee meetings will typically be scheduled for no more than two (2) hours.
- J. The Committee shall issue a joint statement at least twice per year informing the bargaining unit of the members of the Committee.
- K. OSF and the Union shall consider in good faith recommendations made by the Committee.

Article 17. LAYOFFS

- A. OSF shall have the right to lay off bargaining unit employees for economic or operational reasons in its discretion.
- B. If an Employer program is discontinued, an impacted bargaining unit employee will be offered a career advisory session with a recruitment partner and will be entitled to an interview with a recruitment partner for any open positions for which they apply and meet the minimum qualifications.
- C. In the event of layoffs, the Employer shall notify the Union at the same time as notifying the affected employees. After providing such notice, the Employer agrees to meet with the Union to discuss the effects of the layoff.

Article 18. NO STRIKES - NO LOCKOUTS

- A. OSF and the Union agree that disputes which may arise between them during the term of this Agreement shall be settled without resort to strike or lockout and that the requirements of the law in this regard shall not be violated.
- B. OSF agrees that it will not lock out any or all employees.
- C. The Union agrees on behalf of itself and its membership that there shall be no strikes, slowdowns, sympathy strikes, work stoppage or interference with the normal operations of the OSF, provided, however, nothing herein shall require any bargaining unit employee to cross a lawful, primary picket line.

Article 19. BARGAINING UNIT WORK

- A. It is recognized that OSF frequently makes grants to other grant making organizations, that it regularly works with other nonprofit organizations that perform work similar to bargaining unit work, and that OSF currently uses contractors to perform work that may be considered bargaining unit.
- B. OSF shall have the right to subcontract bargaining unit work. The Employer shall inform the Union before subcontracting bargaining unit work if such subcontracting will result in the permanent reduction in straight time hours of work of existing bargaining unit employees or the lay-off of any bargaining unit employee and, in such cases, the Employer will meet with the Union to discuss the effects of that decision on bargaining unit employees. Further, OSF will not fill a bargaining unit position that becomes vacant with an outside temporary staffing agency for a period of more than one (1) year.
- C. OSF may also hire temporary, non-bargaining unit employees to do bargaining unit work, however such temporary employees shall not permanently replace existing bargaining unit employees.
- D. Non-bargaining unit personnel (managers, supervisors, and employees in other offices) may continue to perform bargaining unit work. Should bargaining unit work be moved

temporarily or permanently to employees in offices not covered by the contract, the Employer shall inform the union of such changes and shall meet with the Union to discuss the effects of those changes on bargaining unit employees.

Article 20. COMPENSATION

Section 1. Minimum Salaries

A. The minimum hiring salary shall be as follows:

<u>Grade</u>	<u>Upon Ratification</u>
Grade 4	\$46,400
Grade 5	\$51,000
Grade 6	\$55,000
Grade 7	\$56,800
Grade 8	\$64,700
Grade 9	\$76,300
Grade 10	\$86,900
Grade 11	\$102,500
<u>Specific Positions</u>	
Grants Officer	\$68,500
Communications Officer	\$84,000
Legal Officer	\$88,000
Program Officer I	\$89,500

Attached hereto as Exhibit D is a complete schedule of job classifications and grades with the applicable range minima and maxima.

B. OSF retains the right to offer newly hired staff a salary amount above the set minimums described in this agreement and shall make a good faith effort not to create significant material discrepancies between employees in the same title with equivalent job requirements and equivalent relevant experience and skills. Nothing in this agreement shall prevent OSF from choosing to pay any employee at a rate higher than the minimum set forth in this agreement. The decision to pay salaries above the minimum shall have a clear and transparent basis based on established criteria, including:

- Relevant experience
- Relevant skills and knowledge acquired through education or elsewhere
- Institutional knowledge of OSF (e.g., partnered with OSF in current or previous roles and understanding of how we work)

- Language proficiency (as relevant to the role)
- Specialized skills as relevant for the role (e.g., technical, writing, presentation and project management skills; proficiency with OSF systems)
- Comparable internal salaries
- Candidate salary expectations and nature/scope of applicant pool

In the event that OSF chooses to hire a bargaining unit employee at a rate higher than minimum, it shall inform the Union upon the hiring, and the parties may thereafter discuss the basis for the decision.

Section 2. Wage Increases

A. All bargaining unit employees will receive a minimum salary increase as follows (until they reach the maximum of the range):

- i. January 1, 2018 (retroactive):
 - a. If currently below the minimum hiring salary, move to the minimum applicable salary for the position;
 - b. A 2.9% across-the-board wage increase; and then
 - c. An additional one-time salary increase based on position grade as follows:

Grade	One-Time Additional Increase
4	\$750
5	\$675
6	\$650
7	\$425
8	\$375
9	\$375
10	\$250
11	\$250

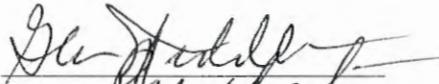
- ii. January 1, 2019 – 3.3% across-the-board increase
- iii. January 1, 2020 – 3.3% across-the-board increase

B. Notwithstanding the foregoing, bargaining unit employees who are at the top of the range will receive no further salary increases. Instead, such employees will receive a lump-sum cash payment equal to the salary increase set forth in “i” above. If an employee is below the maximum for the range, but the increase set forth in “i” above would place an employee above the applicable maximum, the employee will go to the maximum and then receive the remainder as a lump sum.

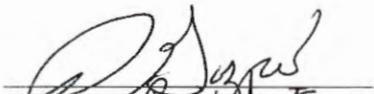
- C. There will be an annual pool equal to 1% of the total bargaining unit base salary for lump-sum merit bonuses. In the event that OSF intends to establish a merit compensation system, bargaining unit employees will receive notification as to the criteria that will be used to allocate such compensation at least six (6) months prior to the planned distribution. Upon request, managers will meet with employees who do not receive a bonus to discuss the basis for the decision.
- D. Nothing in this agreement shall prevent a bargaining unit employee from requesting a salary increase. Further, OSF may, within its sole discretion, provide an existing employee with a wage increase at a rate higher than the minimum set forth in this agreement and/or provide a lump-sum bonus payment to any employee. In doing so, OSF shall make good faith efforts not to create significant material discrepancies between staff in the same title with equivalent job requirements, performance, skills, related experience, and tenure; provided, however, that the decision to provide or not provide a merit bonus or any other wage increase or lump-sum payment under the terms of Section 2 or Section 3, subparagraphs "C" and "D" shall not be subject to the grievance and arbitration procedure.

* * *

Local 1180, CWA


Title President
Date 5/8/18

Open Society Institute


Title President
Date May 8, 2018