



# **AGREEMENT**

**between**

**THE CALYX INSTITUTE**

**AND**

**COMMUNICATIONS WORKERS OF AMERICA**

**LOCAL 1101**

**EFFECTIVE MAY 6th 2024**



## **Preamble**

THIS COLLECTIVE BARGAINING AGREEMENT (“Agreement”) is made and entered into effective May 6, 2024, by and between The Calyx Institute (also referred to as “Calyx” or “Employer”) and the Communications Workers of America, AFL-CIO and its Local 1101 (also referred to as the “Union”) (collectively, “Parties”).

## **Article 1.** **Recognition**

### **Section 1. Bargaining Unit**

The Calyx Institute recognizes the Communications Workers of America and its Local 1101 as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of work, and other conditions of employment for all employees in the following Bargaining Unit:

**Included:** All full-time and regular part-time employees of the Employer

**Excluded:** Interns; temporary employees; and supervisors, managers and confidential employees as those categories are defined in proceedings under the National Labor Relations Act.

A copy of all Bargaining Unit positions existing as of the Effective Date of this Agreement is attached to this Agreement as Appendix 1.

The term “employee(s),” when used in this Agreement, means employee(s) within the recognized Bargaining Unit covered by this Agreement, unless otherwise specified or the context requires otherwise.

### **Section 2. Establishment of New Bargaining Unit Positions**

In the event that The Calyx Institute creates a new position in the bargaining unit, it shall give the Union notice of the new title and the wage/salary rate or range it has established for the position. The Union shall have thirty (30) days from the date of the notice to provide input and request a meeting with the Employer to discuss the application of this Agreement to the newly created position. Any unresolved disagreements may be addressed through the grievance/arbitration provisions of this Agreement, Article 5.

## **Article 2.** **Union Security and Payroll Deductions**

### **Section 1. Union Security**

Effective thirty (30) days following the effective date of this Agreement, each employee employed on or before such effective date and covered by the terms and conditions of this Agreement shall, as a condition of employment, either become a member of the

Union, or pay or tender to the Union amounts which are the equivalent of periodic Union dues.

Employees covered by this Agreement employed after the effective date thereof shall, on or after the thirtieth (30th) day of their employment, and as a condition of such employment, either become a member of the Union or pay or tender to the Union amounts which are the equivalent of periodic Union dues.

The foregoing shall be subject to any prohibitions or restrictions contained in the applicable state laws.

### **Section 2. Payroll Deductions**

The Calyx Institute agrees to make collections of Union dues and CWA COPE-PAC contributions bi-monthly through payroll deductions from the employee's pay upon receipt of a written authorization form signed by the employee and delivered by the Union to The Calyx Institute. This authorization shall continue in effect until canceled by written notice from either the Secretary-Treasurer of the Union or the employee as set forth in the Payroll Deduction Authorization card. The Calyx Institute also agrees to electronically remit the amount so deducted to the Union on a monthly basis and to furnish the Union a list of employees for whom such deductions have been made and the amount of each deduction, as set forth below.

The Calyx Institute shall bear the full cost of processing payroll deductions as set forth above, except that the Union agrees to print the payroll deduction authorization cards in a form approved by The Calyx Institute and the Union.

The Calyx Institute also agrees to electronically remit the amounts so deducted to the CWA Local 1101 account on a monthly basis, not later than the tenth (10th) of the month following the month in which the deductions were made, and to furnish CWA Local 1101 a list of employees in the bargaining unit, including (to the extent such information has been provided by employees) their name, title, classification, date of birth, seniority date, rate of pay, home address, personal email address and phone, status (whether on a leave of absence or active), and amount of Union dues and COPE-PAC contributions deducted (if any).

### **Section 3. Indemnification**

The Union shall indemnify and hold The Calyx Institute harmless against any and all claims, suits, orders, or judgments brought or issued against The Calyx Institute as a result of the action taken or not taken by The Calyx Institute under the provisions of this Article.

## **Article 3.** **No Strikes or Lockouts**

**Section 1.** During the term of this Agreement and any extension of this Agreement:

- a. The Calyx Institute shall not lock out its employees.
- b. No strike shall be caused or sanctioned by the Union, or its members, and neither the Union nor any of its members or representatives, nor any employee, shall call, cause, authorize, instigate, participate in, aid, condone, encourage, ratify, or engage in any stoppage of work, sit-down, stay-in, or other strike, picketing, walk-out, or slowdown, or other interference with the Employer's business, or publicize by any means whatsoever that The Calyx Institute is unfair (an individual's opinion posted on a personal social media platform shall not constitute a violation of this provision) or that there is a dispute between The Calyx Institute and any labor organization, or prevent or attempt to prevent, the access of any person to the Employer's premises for any reason whatsoever, or interfere, or attempt to interfere, with the Employer's clients, materials, equipment, or business for any reason whatsoever; and
- c. The Union will not cause or engage in, nor will any employee take part in, any boycott directed against the Employer, its clients, or services, or engage in any other economic action detrimental to the Employer.

Neither the violation of any provision of this Agreement by either party hereto, nor the commission of any act by either party constituting an unfair labor practice shall excuse the Employer, the Union, any of its members or representatives, or any employee from their obligations under the provisions of Section 1 of this Article.

**Section 2.** In the event of any violation or violations of any provision of Section 1 of this Article by the Union, its members or representatives, or by any employee:

- a. Any such employee(s) shall be subject to discipline, including discharge; and
- b. The Union shall, upon notice from the Employer, immediately direct such employee(s) to resume normal operations immediately.

In the event of any alleged violation or violations of any provision of Section 1 of this Article, either party hereto shall have the right to pursue any legal or equitable remedies with respect thereto to which it may be entitled in a court of competent jurisdiction.

#### **Article 4.** **Discipline and Discharge**

An employee shall be subject to discipline for just cause; provided, however, that new hires shall serve a probationary period of ninety (90) calendar days, during which The Calyx Institute shall have the right to terminate the employee with or without just cause and such termination shall not be subject to the grievance and arbitration provisions of this Agreement.

The Calyx Institute shall provide a written notice to the designated Union Business Agent of disciplinary actions taken against an employee rising to the level of a written warning or greater within three days of such action.

Employees shall have a Union Steward or other Union representative present during all investigatory meetings at which the employee is present, and the investigation may lead to that employee's discipline, unless the employee objects. The representative may be of the employee's choosing unless having a particular individual's attendance would hinder or significantly delay the investigation.

## **Article 5.** **Grievance Procedure**

### **Section 1. Purpose.**

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The Parties agree that this procedure will be kept as informal as may be appropriate. The Parties may mutually agree to mediation at any stage of the grievance process.

### **Section 2. Definition**

A grievance is an allegation that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.

### **Section 3. Steps of the Grievance Procedure**

Step One:

- (a) Within thirty (30) calendar days after the occurrence of the alleged violation or after which the Union should have reasonably known of the violation, the Steward shall submit a written grievance to the employee's Supervisor, citing the alleged violation(s), including the applicable contract provision(s), and identifying the aggrieved employee(s).
- (b) The Supervisor shall schedule and attend a grievance meeting to review the matter with the Steward and the designated Business Agent or his/her/their designated alternate within seven (7) calendar days of receiving the written grievance. The Employer shall render a written response within fourteen (14) days after the Step One meeting.

Step Two:

- (a) In the event the grievance is not resolved through Step One, then within twenty-one (21) calendar days following the receipt of the Employer's written Step One response, the Union may advance the grievance, in writing, to the Employer's Executive Director or his/ her /their designee.
- (b) The Employer shall schedule a grievance meeting to review the matter with the Union's Local Vice President or his/her/their designated alternate, within fourteen (14) calendar days after the receipt of the Step Two submission of the written grievance referenced in subparagraph (a) of Step Two. The Employer shall

render a decision, in writing, within twenty-one (21) calendar days after the Step Two meeting.

If the grievance is not resolved at Step Two, the Union may, within sixty (60) calendar days after receipt of the Employer's decision at Step Two, submit a written notice to arbitrate to The Calyx Institute.

#### **Section 4. Arbitration**

Upon the Employer's receipt of a timely notice to arbitrate as provided above, representatives of The Calyx Institute and the Union shall select an arbitrator as set out below.

Absent the Parties' ad hoc agreement on a specific arbitrator for the matter, the Parties shall promptly request from the American Arbitration Association or the Federal Mediation and Conciliation Service a panel of seven (7) arbitrators who are members of the American Academy of Arbitrators and will select the arbitrator by alternatively striking names from the list until one arbitrator remains. The parties will promptly proceed with scheduling a hearing. If the Union does not timely submit a notice to arbitrate, the grievance will be deemed settled in accordance with the Employer's decision in Step 3.

The decision of the arbitrator shall be final and binding on The Calyx Institute and the Union without either party waiving its right to a court review. The arbitrator shall have no authority to expand the grievance beyond the written grievance the parties have submitted for arbitration. The arbitrator shall only have the authority to determine whether The Calyx Institute has violated a specific provision of this Agreement. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or imply things into the provisions of this Agreement, to impose upon any party hereto a limitation or obligation not provided for in this Agreement, or to impose any new agreement upon the Parties.

The fees and expenses of the arbitrator, including transcripts (if transcripts are agreed upon), shall be shared equally by The Calyx Institute and the Union.

#### **Section 5. Time Limits**

A time deadline specified in this Article may be extended by the Parties' mutual agreement in writing.

### **Article 6.** **Union Representation**

The Union shall keep the Employer informed of the names of bargaining unit employees who are designated as Union Stewards.

The Calyx Institute shall allow access to their workplace(s) to Union representatives not employed by The Calyx Institute for the purpose of conferring with management and

employees. The Union agrees to give The Calyx Institute reasonable advance notice of its intent to visit the workplace facility, and Union representatives will comply with all Employer safety policies during such visits.

The Calyx Institute shall provide the Union with a bulletin board (or electronic equivalent) in each workplace where bargaining unit employee(s) are required to report to work. The bulletin board shall be in a prominent area of the workplace. Subject to the Employer's organization-wide IT policies and procedures, Employees are free to receive and respond to Union emails using Employer email accounts, and to access Union websites and electronic communications platforms from Employer computer systems and equipment.

Union Stewards shall be granted time off with pay when attending grievance meetings with management during working hours. It is understood that other Steward activities will be conducted outside of working hours unless circumstances do not permit, in which case the Steward will make every effort to minimize the invasion of work time.

If the needs of the business allow, in the sole determination of The Calyx Institute, and the Union has given the Employer at least one week of notice, a bargaining unit employee shall be excused without pay for a reasonable time to attend to the business of the Union. There shall be no effect on a bargaining unit employee's seniority or benefits because of their excused absence without pay under this provision.

The Calyx Institute will allow up to 2 (two) bargaining unit members time off with pay to attend negotiations for a successor Agreement.

## **Article 7.** **Management Rights**

The Parties recognize and acknowledge that the Employer reserves and retains all management rights and prerogatives not expressly limited or modified by a specific provision of this Agreement. The Employer's exercise of or failure to exercise any management right, prerogative or function in any given circumstances shall not be deemed a waiver, limitation or modification of the Employer's management rights and prerogatives.

## **Article 8.** **Labor-Management Committee**

The parties shall form a Labor-Management Committee (LMC) that will consist of two (2) members designated by the Union and two (2) members designated by the Employer. The LMC will meet once every quarter (or as the Parties may otherwise agree) for up to one hour, on dates and at times mutually agreed by the Parties, to discuss significant issues facing the Organization and bargaining unit. The LMC is not a decision-making body or forum and is not authorized to modify or supplement this

Agreement, to process or decide grievances under Article 5, or to engage in collective bargaining.

Employee participants in the LMC will be compensated for their time spent attending the LMC meeting (which shall be paid at the employee's regular hourly rate of pay in the case of non-exempt employees or treated as paid "official time" for exempt employees). Time spent in such meetings shall not be considered time worked for the purposes of overtime.

Discussions of the LMC do not obligate either party to agree to any suggestions or proposals discussed, but the Parties intend this forum to foster collaboration and agree to work collaboratively and professionally toward the common goal of supporting and improving the Organization. Each party may have one of its designated LMC members take notes during these meetings and will share the notes with the other party following the meeting.

### **Article 9.** **Separability**

Should any part of this Agreement or any portion thereof be rendered or declared illegal, legally invalid, or unenforceable by a court of competent jurisdiction or by the decision of an authorized governmental agency, such invalidation of such part or portions of this Agreement shall not invalidate the remaining portions thereof.

If any portion of this Agreement is held illegal as above-mentioned, the parties agree to meet promptly to agree upon a proper and legal substitute.

The parties will adhere to all applicable Federal, State and Local laws.

### **Article 10.** **Safety and Health**

The Calyx Institute, Union and employees recognize the importance of maintaining high standards of safety and health to prevent injury and illness. Each employee has the primary responsibility to observe practices of health, safety, cleanliness, neat dress, and appearance.

The Calyx Institute will make reasonable provisions for safety in accordance with federal, state, and local standards. The Calyx Institute may establish safe working and operating practices and guidelines to ensure employee and public safety. The Calyx Institute is responsible for providing a safe work environment for its employees and for ensuring that employees comply with The Calyx Institute's established safety rules and standards, including enforcing all such rules and standards. Employees must comply with the health and safety requirements imposed on The Calyx Institute by law or by contract. Employees are responsible for abiding by the rules and regulations that govern safe working conditions.



## **Article11.** **Holidays**

Full-time and part-time employees and shall be eligible for the following observed, paid holidays (“Holidays”) immediately upon hire.

The Holidays shall be as follows:

- |                           |                            |
|---------------------------|----------------------------|
| 1. New Year’s Day         | 7. Thanksgiving Day        |
| 2. Presidents Day         | 8. Independence Day        |
| 3. Indigenous Peoples Day | 9. Christmas Day           |
| 4. Election Day           | 10. Labor Day              |
| 5. Veterans Day           | 11. Martin Luther King Day |
| 6. Memorial Day           | 12. Juneteenth             |

In addition to the above Holidays The Calyx Institute will grant half days on the following days: New Year’s Eve and Christmas Eve.

The Calyx Institute will offer 2 (two) floating holidays to be used for religious observation.

Non-exempt employees who are assigned to work on a Holiday will be paid time and a half for all hours worked.

The above Holidays and half days are contingent on all work being completed. If the above Holidays and half days cannot be granted due to needs of the business and not the fault of the employee, The Calyx Institute will grant an employee who was required to work a given Holiday (or half day) a substitute day (or half day) off to be taken within thirty (30) days from the date of the original Holiday / half day.

When a Holiday falls on a Saturday the Holiday will be observed the Friday prior. When a Holiday falls on a Sunday, it will be observed on Monday.

## **Article12.** **Reimbursement of Work-Related Expenses**

Expenses incurred by employees in connection with work for The Calyx Institute will be reimbursed in accordance with the Employer’s expense reimbursement policy and processes. Only (pre)approved expenses will be reimbursed. If an expense is not (pre)approved, it will be denied, and any expenses incurred will not be reimbursed.

If an expense cannot be approved and or reimbursed in a timely manner The Calyx Institute will promptly notify the employee(s), and the Union, of the reasons why it was not approved and or reimbursed.

**Article 13.**  
**Contracting of Bargaining Unit Work**

During the term of this Agreement, the Employer will not engage an independent contractor to cause the layoff of a bargaining unit employee, or to cause the reduction of any full-time unit employee(s) to part-time status or the reduction of hours of part time employees.

**Article 14.**  
**Hours of Work**

**Section 1.**

Full time employees under this Agreement are ordinarily scheduled for a four-day work week of at least thirty-two (32) hours per week, Monday through Friday, each workday comprising at least eight (8) hours, which may or may not always correspond with the Employer's core business hours of 9 am to 5 pm, and which will include a daily paid lunch break of 60 minutes. Benefit plan coverage under Article 16 requires employment for at least thirty (30) hours per week.

Employees may be employed to work on a regular part-time basis, at proportionately reduced salaries (for exempt positions) or at corresponding hourly wage rates (for non-exempt positions)

The Employer will provide at least ten (10) days' notice if an employee's regular workweek is to be changed, except that such notice shall not be required in cases of urgent operational needs or unanticipated leaves or absences affecting work schedules.

**Section 2.**

An employee may be asked to work in excess of thirty-two (32) hours in a work week. Overtime-eligible (non-exempt) employees must track and will be compensated for all hours actually worked, including any overtime hours, according to applicable federal, state and local laws. Overtime work shall not be performed by any non-exempt employee unless authorized in writing in advance by the employee's supervisor. Non-exempt employees must accurately monitor and record all hours worked, as well as any paid or unpaid time off, and must contact their supervisor if they believe overtime work will be needed to complete a project.

**Section 3. Monitoring and Evaluation**

The Calyx Institute and CWA Local 1101 agree to conduct a periodic review and evaluation of the four-day work week program, including scheduling, to assess its impact on employee well-being, productivity, and overall job satisfaction. Any necessary adjustments to the program shall be made through discussion between the employer and the union; provided that any amendment or supplement to this Agreement shall be by mutual written agreement of the Parties.

**Section 4. Scheduling** Employees covered by this contract shall have the opportunity to provide input on their preferred scheduling arrangements for the four-day work week. The Calyx Institute shall consider these preferences, to the extent possible, when establishing work schedules.

The Calyx Institute agrees to provide reasonable advance notice of any changes to an employee's four-day work week schedule. Notice shall be given in writing or through electronic means, and the affected employees and CWA Local 1101 shall be informed of the reasons for the changes.

## **Article 15.** **Flexible Time Off (FTO) Policy**

### **Scope**

This Flexible Time Off (FTO) Policy applies to all Bargaining Unit employees. Provided, however, that employees are not required or expected to use FTO during their probationary period; such requests by probationary employees will be reviewed on a case-by-case basis and will not be unreasonably denied.

### **Policy**

- The Calyx Institute provides paid time off with flexibility and consideration of employees' needs, rather than imposing arbitrary numerical limitations on the amount of FTO employees can take. This is intended to help employees avoid exhaustion and afford them time to clear their minds from their work duties.
- All requests for FTO are subject to approval by The Calyx Institute. When a specific request for FTO is denied, the manager will work with the employee within two weeks to attempt to reschedule the requested FTO for a time that is acceptable for both the employee and The Calyx Institute. If the FTO request is received during a high-volume time, the manager will have three weeks to work with the employee to attempt to reschedule the requested FTO.
- Because mental health and work-life balance is an important part of our culture, the Calyx Institute will send periodic notices to employees as a reminder to take time off.
- The Calyx Institute will track FTO for all employees to ensure that employees don't take time off that compromises their performance.
- The Calyx Institute will remind Employees who have not taken at least two (2) weeks FTO by the end of June to schedule their FTO.

- Employees don't accrue time-off, so The Calyx Institute will not pay out unused leave upon separation from employment or at any time during employment.
- Except as set forth herein, this policy does not apply to use of any statutory leaves of absence where employees are not expected to perform work during the absence period. This includes, but is not limited to, leave under the Family and Medical Leave Act, the Americans with Disabilities Act, or any other state law of similar impact. The policy also does not cover time away from work that is covered by Workers Compensation, The Calyx Institute Short-Term Disability and Long-Term Disability Plans, or by a state administered wage replacement plan, like state disability insurance or paid family leave. To ensure compliance with any federal, state or local paid leave requirements, to the extent not fully covered by any other paid leave statute or plan, the first two weeks of any statutory leave of absence will run concurrent with FTO.
- All eligible employees are to submit FTO requests or notify their immediate supervisor if unable to submit.
- Employees will continue to be paid their regular base salary or hourly rate during their approved FTO. For non-exempt employees, FTO is not considered hours worked for purposes of calculating overtime.
- To the extent an employee wants to take FTO, they will be allowed to do so with pay, subject to the approval of their manager, with the exception of illness or emergency which does not need advance approval (but for which notification and approval request is to be submitted as soon as feasible).
- Employees will not be disciplined or given a performance rating of unsatisfactory because they used approved Flexible Time Off. Notwithstanding anything contained in this policy, employees whose work performance is unsatisfactory will be subject to appropriate performance discussions, and potentially, disciplinary action.
- Approved Flexible Time Off will not be arbitrarily canceled by The Calyx Institute without permission from the employee.
- FTO is separate from The Calyx Institute-designated holidays.

## **Procedure**

Employees must:

- Avoid taking time off that negatively impacts their job and The Calyx Institute.
- Build a plan: Thoroughly document their responsibilities and tasks and make a detailed plan to ensure the work is covered while they are away. Do this as far in advance as possible so the work can be distributed and Calyx can ensure proper permissions, contacts, etc.

- Notify their supervisors at least two weeks in advance, when possible, of any FTO requests of 2-4 consecutive work days .
- Notify their supervisors at least one month in advance for FTO requests of 5-10 consecutive workdays.
- Notify their supervisors a minimum of two months in advance for FTO requests of 10+ consecutive work days,
- Enter all FTO requests using the prescribed Calyx recordkeeping platforms or systems.

Managers will :

- Approve FTO in accordance with The Calyx Institute or Department needs.
- Not unreasonably deny FTO requests.
- Document all denials of FTO requests with reason for denial.
- Work with the employee, within two weeks (or three weeks for requests made during high volume times), to attempt to reschedule the requested FTO for a time that is acceptable for both the employee and The Calyx Institute if FTO is reasonably denied.

Manager and Employee shared responsibilities:

- Communicate and collaborate to ensure appropriate FTO use without disrupting operations.
- Plan for and manage projects and work responsibilities that will be affected by time off.

Manager may NOT reject FTO leave requests for any of the following reasons:

- To discipline employees.
- To force employees to fulfill non-business-related duties .
- To force an employee to defer their requested leave in favor of another employee who made a later request.
- Staff shortages that have lasted in excess of sixty (60) days.

Both employees and managers should use good judgment and adhere to The Calyx Institute policies when requesting/approving time off. Abuse of this policy is defined as what would reasonably be considered excessive time off, where the team or organization sees that deliverables are not being met and/or there is undue stress on the person's team due to their absence(s). Also, when a person requests time off in excess of a total of six weeks in a calendar year, HR will schedule a check-in meeting with the person, their manager, and the ED, and any additional time off must be approved by all three of these people.

Effective communication between team members is vital to make this policy work for everyone.

**Article 16.**  
**Medical, Dental and Vision Benefits.**

During the term of this Agreement, the Employer will continue to provide medical, dental and vision care benefits to all Employees, under the same terms and conditions as in effect as of the Effective Date of this agreement, and in accordance with and subject to the benefits plans' governing documents, including applicable insurance policies ("Plan Documents").

Nothing in this Agreement shall prevent the Employer, in its sole discretion and with notice to the Union, from providing additional, taxable Health and Wellness Benefits to employees.

**Article 17.**  
**Health Reimbursement Arrangement (HRA)**

Section 1: Establishment of HRA

1.1. The Employer agrees to establish a Health Reimbursement Arrangement (HRA) for eligible employees covered under this collective bargaining agreement.

1.2. The HRA shall be funded by the Employer and shall be used to reimburse eligible employees for qualifying medical expenses as outlined in Section 3.

Section 2: Eligibility

2.1. All employees covered by this agreement shall be eligible to participate in the HRA, subject to the terms and conditions outlined herein.

2.2. Employees must meet the eligibility criteria established by the Employer to participate in the HRA.

Section 3: Qualified Medical Expenses

3.1. Qualified medical expenses eligible for reimbursement under the HRA shall include, but are not limited to: a) Co-payments, deductibles, and coinsurance for medical services covered under the Employer's health insurance plan. b) Prescription medications prescribed by a licensed healthcare provider. c) Medical supplies and equipment recommended by a healthcare provider. d) Dental and vision expenses not covered by insurance.

3.2. Expenses not deemed medically necessary or not recognized by the Internal Revenue Service (IRS) as eligible for reimbursement shall be ineligible for reimbursement under the HRA.

#### Section 4: Funding

4.1. The Employer shall fund the HRA account(s) as outlined below:

The HRA will be funded at the amount of up to \$5000 for each member.

#### Section 5: Administration

5.1. The administration of the HRA shall be managed by the Employer or a designated third-party administrator.

5.2. Employees shall be provided with information regarding their HRA account balance, eligible expenses, and reimbursement procedures.

#### Section 6: Claims and Reimbursement

6.1. Employees must submit valid claims for reimbursement of qualified medical expenses incurred during the plan year.

6.2. Claims for reimbursement must be submitted in accordance with the procedures established by the Employer or third-party administrator.

6.3. Reimbursement shall be made to eligible employees in a timely manner following the submission of a valid claim.

#### Section 7: Amendment and Termination

7.1. The terms and conditions of the HRA may be amended by mutual agreement between the Employer and the Union.

7.2. The Employer reserves the right to terminate or amend the HRA in accordance with applicable laws and regulations.

#### Section 8 : Compliance

8.1. The HRA shall be administered in compliance with all applicable laws and regulations, including but not limited to the Employee Retirement Income Security Act (ERISA) and the Internal Revenue Code (IRC).

#### Section 9 : Grievance Procedure

9.1. Disputes arising under this HRA provision shall be subject to the grievance and arbitration procedure outlined in this collective bargaining agreement.

Section 10 : Savings Clause

10.1. If any provision of this HRA clause is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Section 11: Entire Agreement

11.1. This HRA clause constitutes the entire agreement between the parties with respect to the establishment and administration of the Health Reimbursement Arrangement.

Section 12: Effective Date

12.1. This HRA clause shall become effective upon the execution of this collective bargaining agreement and shall remain in effect until modified or terminated by mutual agreement of the parties.

**Article 18.**

**Wages**

1. The Salaries for Bargaining Unit employees employed as of the Effective Date of this Agreement shall be initially established, and subsequently adjusted during the term of this Agreement, as set forth in Appendix A.
2. The Salaries for employees hired into Bargaining Unit positions after the Effective Date of this Agreement will be established consistent with the wage scale set forth in Appendix B.
3. Nothing in this Agreement shall prevent the Employer, in its sole discretion and with notice to the Union, from providing a bonus to employees.



**Article 19.**  
**Retirement**

During the term of this Agreement, the Employer will continue to provide 401k benefits to employees, under the same terms and conditions as provided as of the Effective Date of this Agreement, and in accordance with and subject to the benefits plan's governing documents ("Plan Documents").

**Article 20.**  
**Seniority and Severance Benefits**

**Seniority:**

Seniority shall be defined as an employee's continuous service with The Calyx Institute.

**Layoffs:**

Section 1. If the Employer has a need to reduce its workforce through layoffs it shall provide the Union with thirty (30) calendar days advance notice of their intention to layoff bargaining unit employees. The notice shall include the number of employees the Employer has scheduled for layoff for each job classification. During the thirty (30) calendar period the Employer and the Union shall meet to discuss the reason(s) for the layoff and alternatives that may alleviate the need for such layoff.

Section 2. If at the conclusion of the thirty (30) calendar day notice period the Employer wishes to proceed to a layoff then it shall proceed by laying off the least senior employee in each affected job classification, as defined in Article XVIII of this Agreement, subject to client needs, until it has reached the number of employees designated for layoff in its notice to the Union.

**Severance:**

Employees who are laid off shall receive the following severance, conditioned upon the employee executing a release of claims in a form to be determined by the Employer :

<b>Length of Service</b>	<b>Severance Pay</b>	<b>Continuation of Benefits</b>
Through 90-day Probationary Period but less than one (1) year	Two (2) weeks of salary	Employer will reimburse employee the equivalent of the full cost of the COBRA premium for two (2) months (upon receipt of documentation of premium payment)
One (1) year or more of service but less than three (3) years of service	Four weeks of salary for each full year of service prorated for partial years of service	Employer will reimburse employee the equivalent of the full cost of the COBRA premium for four (4) months (upon receipt of documentation of premium payment)

Three (3) years of service but less than five (5) years of service	Five (5) weeks of salary for each full year of service prorated for partial year of service	Employer will reimburse employee the equivalent of the full cost of the COBRA premium for five (5) months (upon receipt of documentation of premium payment)
Five (5) years or more of service	Six (6) weeks of salary for each full year of service prorated for partial years of service	Employer will reimburse employee the equivalent of the full cost of the COBRA premium for six (6) months (upon receipt of documentation of premium payment)

Total severance will be capped at 52 weeks, regardless of number of years served.

**Recall:**

Employees who have been laid off shall have recall rights for a period of twelve (12) months from the date of their layoff. During that 12-month recall period, the Employer may not contract out the work (or hire a new employee to perform the work) that a laid off employee was performing without first recalling the laid off employee, unless the work assignment will be a temporary assignment with a finite term of sixty (60) days or less. It shall be the responsibility of laid off employee to have a current email address on file with the Employer. If a laid off employee fails to respond to a job offer within two (2) business days and fails to report within an additional two (2) business days of the Employer sending an offer via the most current email address on file, then the laid off employee shall forfeit their recall rights. The Employer may at its own discretion extend the timelines for a recalled employee to report. The Severance

and Recall provisions of this Article shall not apply to a recalled employee who is subsequently laid off again.

## **Article 21.** **Promotions and Job Descriptions**

**Job Descriptions:** Within 90 days following ratification of this Agreement, The Calyx Institute shall have a job description for each job classification covered by this Agreement. Each job description will include the responsibilities associated with each job classification.

The Calyx Institute shall notify the Union and bargaining unit employees when it makes any **material change(s)** to a job description for a job classification covered under this Agreement. If the Union believes the change(s) to the job description create additional responsibilities for employees in that job classification that warrants higher pay and wishes to negotiate a new minimum salary because of the change, it shall send a written request to bargain within seven (7) days of receiving the Employer's notice. If a request is made, then the parties shall meet within a period of thirty (30) days to attempt to reach an Agreement. If no Agreement is reached, then the Union may submit the dispute to arbitration. Both parties shall submit to the arbitrator their final minimum salary proposal and the arbitrator shall select the appropriate one.

**Promotions:** During an employee's annual review, the Employer will discuss with the employee a structured pathway in order to be considered for promotion including feedback on how the employee's performance is or isn't meeting the expectations for promotion.

When the Employer has the need to fill a bargaining unit position, it shall include the minimum salary for the position on any job postings. The Calyx Institute affirms the **basic principle** that it will continue to provide all employees with advancement opportunities that are consistent with individual performance and skill development, as well as the business needs and constraints of the agency. In accordance with this principle, if the Employer has a need to fill an open bargaining unit position, it shall announce via an email to bargaining unit employees and post the open position on The Calyx Institute Wiki or any other similar platform the Employer may utilize in the future, including The Calyx Institute's website, to allow for internal applicants to seek the position. The post shall include the email contact information for the person to contact if an employee has interest in filling the position. The Calyx Institute shall give consideration to existing employees that might be capable of performing the job, with the understanding that the final decision in selecting a candidate rest solely with management.

The Employer agrees that employees should regularly be performing work within their job classification. In the event an employee can demonstrate they have been regularly assigned duties of a higher job classification, they can request an off-cycle review to seek a promotion. The review shall take place within sixty (60) days of an employee's request for review.

## **Article 22.**

### **Training**

The Calyx Institute will continue the practice of training (or retraining if needed) Bargaining Unit Employees on the necessary items to complete one's job functions under Article 21 Job Descriptions.

Opportunities for professional development shall be encouraged by The Calyx Institute particularly as it pertains and contributes to current and developing work. When the employee's supervisor requires that an employee attend a particular training, The Calyx Institute will pay the cost and such training will be performed during work hours and such time will be considered as work time.

All new bargaining unit employees will be required to undergo orientation and training on policies and procedures as paid work time. Onboarding will be tailored to the job for which the new employee is hired. In addition, within ten (10) days of an employee's start date, the Union will have the ability to meet with new employees for up to one (1) hour on paid work time in order to orient them to the Union and this Agreement.

## **Article 23.**

### **Diversity, Equity, and Inclusion**

The Parties to this Agreement are committed to equal employment opportunity, to honoring the personal dignity of each individual with whom they interact, to cultivating and maintaining an inclusive environment, and to ensuring that employees' workplaces are free from discrimination, either direct or indirect, on the grounds of age, citizenship status, color, creed, disability (physical or mental), ethnic or racial origin, familial status, gender, gender identity, gender reassignment, marital or civil partnership status, pregnancy and maternity, national origin, nationality, sex, sexual orientation, race, religion or belief, transgender status, veteran status, or any other legally-protected basis (collectively "protected status") pursuant to U.S. federal, state, and local laws. These protections apply to employees and applicants and cover both actual and perceived identities.

Harassment and discrimination are not only illegal; they are also contrary to the Employer's and the Union's mission and values. Those in management have a heightened obligation to ensure that harassment and discrimination do not infect hiring, promotion, transfer, discipline, compensation, development/training, termination, or any

other terms, conditions, or privileges of employment. All employees must abide by and uphold the Employer's policies on harassment and discrimination.

It shall be the employee's choice to identify their race, gender, language skills and/or ethnicity and to change their identification at any time. The Calyx Institute will not assign an identification to any employee who chooses not to self-identify. Nothing herein shall prohibit The Calyx Institute from fulfilling all applicable legal reporting requirements.

## **Article 24.** **Successorship**

This Agreement shall be binding upon the parties, their successors, and assigns.

In the event The Calyx Institute is to be sold, transferred, or assigned The Calyx Institute will notify the Union at least thirty (30) calendar days prior to the close of such proposed transaction and, during such thirty (30) calendar day period, will meet with the Union upon request to engage in bargaining regarding the impact of the transaction on bargaining unit members.

The Calyx Institute will give notice to the purchaser or transferee of the existence of, and operations covered by, this Agreement.

**Article 25.**  
**Entire Agreement**

The Parties acknowledge that this Agreement is the product of extensive and comprehensive negotiations which touched upon all matters of interest to each of them. Both Parties further acknowledge that each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter which would constitute a mandatory subject of bargaining.

In view of that history of bargaining the parties agree that this Agreement concludes all collective bargaining between them for the term of the Agreement; that all the understandings and agreements arrived at by the Parties are set forth herein; that prior written practices and policies of The Calyx Institute provided to the Union before the conclusion of collective bargaining and not incorporated into this Agreement may be continued by management; and that this Agreement constitutes the sole, entire and existing agreement between them.

Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other will not be obligated to bargain collectively with respect to any subject referred to or covered in this Agreement. Notwithstanding the foregoing, amendments to this Agreement mutually agreed upon by both Parties may be made at any time, provided such amendments are reduced to writing and signed by the Parties' authorized representatives, and any subject or matter may be raised and bargained if both Parties mutually agree to enter into such bargaining.

**Article 26.**  
**Term of Agreement**

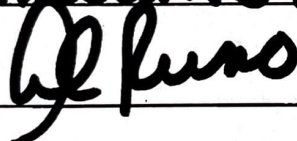
- This Agreement will take effect on May 6, 2024 ("Effective Date") and will remain in effect for a term of three (3) years from the Effective Date, expiring at midnight on May 5, 2027.
- The parties may amend or modify this Agreement at any time, but only by a document, in writing, signed by and on behalf of the parties hereto.
- Any letter of understanding or supplemental agreement into which the Employer and Union enter will not be considered a part of this Agreement and is not subject to the grievance and arbitration procedure hereof, unless specifically provided in such letter of understanding or supplemental agreement.
- Wherefore, the undersigned authorized representatives of their respective principals agree to be bound by the terms of this collective bargaining agreement.

Signed:

FOR CWA LOCAL 1101

PRINT NAME Al Russo

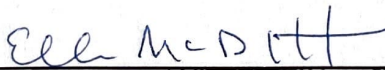
PRINT TITLE Executive Vice President

SIGNATURE:  Date: 5-7-24

FOR THE CALYX INSTITUTE

PRINT NAME Ellen McDermott

PRINT TITLE Interim Executive Director

SIGNATURE:  Date: 5/14/24

**ADDENDUM TO CBA  
TELEWORKING AND REMOTE WORK**

**Section 1. Teleworking:**

- Teleworking is an arrangement whereby employees who live in the NYC metro area are permitted to work primarily from home, with some expectation that they will need to come into the Calyx Institute's office and/or perform in-person work at other locations, including but not limited to attending work-related events/meetings, and engaging in outreach.
- Eligibility for teleworking is determined by the Employer as set forth in Section 3, below.
- The frequency and scheduling of a teleworking employee's in-person work (whether at the office or at other locations) depends on the individualized arrangement made with the Employer, and will be based on the employee's role and the needs of the Employer.
- The Employer does not provide for or reimburse commuting, lodging, travel and/or incidental expenses when teleworking employees whose primary residence is located in the New York City metro area are expected to come into the office.
- The Employer will provide for or reimburse commuting, lodging, travel and/or incidental expenses when teleworking employees whose primary residence is located outside of the New York City metro area are expected to come into the office.
- The Employer does not provide for or reimburse the costs of renting office space for teleworking employees.

**Section 2. Remote work:**

- Remote work is an arrangement whereby employees are permitted to reside outside the New York City metro area and work away from the Calyx Institute's New York City office.
- Eligibility for remote work is determined by the Employer as set forth in Section 3, below.
- Remotely working employees may be required to come in person to the office and/or other locations as needed for team and all-staff gatherings and major work-related events/meetings. Depending on the role and organizational needs, some remote workers may be required to come in person to the office and/or other locations more frequently with appropriate notice.
- Consistent with the Employer's travel policy, when a remotely working employee is required to travel for work purposes, all lodging and travel will be covered by the Employer within reason, with all incidental expenses covered by the employee.
- The Employer does not provide for or reimburse the costs of renting office space for remotely working employees. The one exception to this is the office rented for the Calyx Institute's President.

**Section 3. Eligibility:**

- **For telework:** The Employer will aim to designate roles as telework eligible unless required by the nature of their job description to work primarily in-person at the office. No evaluations of employee performance will be impacted by the decision to telework. However, Management retains the right to determine the designation of any given position as eligible or not eligible for teleworking, and such designations will be based on



**Calyx Management Proposal April 26, 2024**  
*All proposals subject to withdrawal or  
modification pending conclusion of a final CBA*

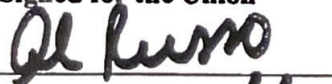
the role and requirements of the position and the needs of the organization. In the event that Management plans to redesignate a position as eligible or ineligible for telework, Management will notify the Union and discuss the impacts of such a change prior to implementation.

- **Temporary relocation of teleworking employee:** An employee who is employed in Teleworking status under Section 1, above, may request permission to work temporarily from a location outside the New York City metro area. The Employer's review of and decision regarding any such request is within the Employer's sole and unreviewable discretion on a case-by-case basis. A temporary relocation of the teleworking employee must be requested within two weeks prior to the temporary relocation and must be approved by an employee's supervisor and the operations director and the employee must submit a request through a form provided by the Employer.
- **For Remote Work:** Subject to the "Grandfathering" provision below, Management retains the right to determine in its sole and unreviewable discretion the designation of any given position as eligible or not eligible for working remotely, and such designations will be based on the role and requirements of the position, and the needs of the organization.
- **Grandfather clause for certain remote workers:** Those employees who were permitted to work remotely for the Employer prior to the signing of this Collective Bargaining Agreement (and who reside outside the teleworking area designated in Section 1) will be designated as eligible for remote work through the duration of this Collective Bargaining Agreement.

**Section 4. Expectations:**

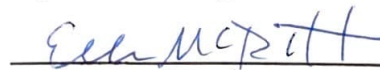
- Employees designated as eligible for a teleworking or a remote working arrangement must have and maintain, at their own expense, a suitable, properly equipped workspace, including access to a computer, a stable and robust enough internet connection to attend virtual meetings, and a work environment that offers privacy, ensures confidentiality, and is free from interruptions and distractions.
- The Employer will provide all employees with a notebook computer for work use (to be returned upon termination of employment), as well as an annual allowance for office supplies and/or equipment, subject to written approval from Employer prior to any purchases. However, the Employer is under no obligation to furnish or equip the workspace in the employee's home or other approved teleworking/remote work site or to arrange for internet connectivity or other individual site-specific accommodations resulting from the employee's request for a teleworking or remote working arrangement.
- While teleworking or working remotely, employees are expected to work a full day, and to be productive, accessible, and responsive to work needs and communication.
- Teleworking and remote working employee wages, benefit coverage and other terms and conditions of employment will continue to be governed by the applicable collective bargaining agreement.

Signed for the Union



Date: 5-7-24

Signed for Management



Date: 5/14/24