



# **COLLECTIVE BARGAINING AGREEMENT**

**Effective August 9 2024 thru December 31, 2027**

Between

# Berlin Rosen

And

**COMMUNICATION WORKERS OF AMERICA**

**AND ITS LOCAL**

# **CWA LOCAL 1101**

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# Agreement

THIS AGREEMENT is made and entered into effective August 9, 2024 by and between Berlin Rosen (hereinafter referred to as the “Company”, or “Employer”) and the Communications Workers of America, AFL-CIO and its Local 1101 (hereinafter referred to as the “Union” or “Local”).

## Article I. Recognition

**Section I.01** The Employer recognizes The Communications Workers of America and its Local 1101 as the exclusive bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment on behalf of all covered employees in the bargaining unit set forth below. The term “employee” or “covered employee” as used in this Agreement shall mean a bargaining unit employee, unless otherwise specified.

**Section I.02** The bargaining unit covered by this Agreement shall consist of: all full-time and regular part-time employees in the Campaigns and Creative Services, Cities, Impact, Maiden+John, Technology and Innovation, and Transformation & Culture practices as follows:

**Section I.03** In the Cities, Impact, Maiden+John, Technology and Innovation, and Transformation & Culture practices, the following titles: Account Coordinator, Associate Account Executive, Account Executive, Advertising Account Manager, Senior Account Executive, Account Supervisor, Advertising Account Supervisor, and Associate Art Director.

**Section I.04** In the Campaign and Creative Services Department: Associate Art Director, Brand Strategist, Client Manager, Client Strategist, Copywriter, Data Director, Graphic Designer, Internal Account Strategist, Senior Designer, Senior Video Editor, and Senior Video Producer.

**Section I.05** The bargaining unit shall also include those whose job titles are created pursuant to the new job titles provisions of this article.

**Section I.06** Excluded from the bargaining unit: All temporary employees (defined term of employment of nine months or less), or employees who are supervisors, managers, confidential employees, and guards, as defined in the National Labor Relations Act and case law. Other positions currently employed by the Employer as of the date of ratification fall within the exclusions set out in this Article.

**Section I.07** Establishment of New Titles – In the event that the Employer creates a new title then the Employer may temporarily set the minimum salary for such title. The Employer shall notify the Union in writing of the new job title and its corresponding minimum salary. If the Union disagrees and wishes to negotiate over the temporary minimum salary set by the Employer, it shall send a written request to bargain within seven (7) days of receiving the Employer's notice. If no request is made, then the temporary minimum salary shall become permanent. 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.

**Section I.08** No employee shall have their salary reduced as the result of implementing the wage minimums.

## **Article II. Union Security**

**Section II.01** 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.

**Section II.02** 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.

**Section II.03** The Employer shall have no obligation to take any action under this provision until it receives a letter from the Union that an employee is not in compliance with the employee's membership obligation. The letter requesting remedy shall also be copied to the employee affected by the notice.

**Section II.04** The foregoing shall be subject to any prohibitions or restrictions contained in the applicable federal, state, or local laws. If an Employee or the Employer is subject to federal, state, or local laws prohibiting the same, said provisions shall not apply.

## **Article III. Payroll Deduction of Dues**

**Section III.01** The Employer agrees to make collections of Union dues and CWA COPE-PAC contributions each pay period 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 Berlin Rosen. 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 for Union Dues card. The Employer also agrees to electronically remit the amount so deducted to the designated representative of the Union on a monthly basis by the final working day of the subsequent month (ie, on April 30 provide amounts deducted in March) and to furnish the Union a list of employees for whom such deductions have been made and the amount of each deduction.

**Section III.02** The Employer shall bear the full cost of dues deduction as set forth in Section 1, except that the Union agrees to print the dues deduction authorization cards in a form approved by the Employer and the Union.

**Section III.03** The Union shall indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of the action taken or not taken by the Employer under the provisions of this Article.

**Section III.04** The Employer agrees to furnish the Union a list of employees in the bargaining unit, including their name, title, classification, date of birth, seniority date, rate of pay, home address, personal email address and phone (if known), status (whether on a leave of absence or active), amount of dues deducted (if any) the prior month, and a unique identifier, such as payroll number no later than the final working day of each month.

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

During the term of this Agreement and any extension of this Agreement:

**Section IV.01** The Employer shall not lock out its employees.

**Section IV.02** 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 Employer is unfair or that there is a dispute between the Employer 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

**Section IV.03** 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.

**Section IV.04** 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 this Article.

In the event of any violation or violations of any provision of this Article by the Union, its members, or representatives, or by any employee:

**Section IV.05** Any such employee shall be subject to discipline, including discharge; and

**Section IV.06** The Union shall, upon notice from the Employer, immediately direct such employee to resume normal operations immediately.

**Section IV.07** In the event of any alleged violation or violations of any provision 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 V. Discipline and Discharge**

**Section V.01** 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 Employer 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.

**Section V.02** The Employer shall provide a written notice (which may be in the form of email) 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 taking such action.

**Section V.03** Employees shall be entitled to request to have a union representative present during all investigatory meetings at which the employee is present and is the subject of an investigation that 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 VI. Grievance Procedure

(a) Purpose.

- (i) 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.

(b) Definition

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

(c) 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 employees' direct supervisor and Practice Leader citing the alleged violations including the contract provision that applies.

(b) The Practice Leader or his/her/their designated alternate 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 action. The Practice Leader or his/her/their designated alternate shall render his/her/their written determination within fourteen (14) days after the 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 written determination of the Practice Leader or his/her/their designated alternate, the matter may be submitted, in writing, to the designated senior executive (currently Andy McDonald) or his/ her /their designated alternative.

(b) The designated senior executive or his/her/their designated alternate, 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 submission of the written grievance referenced in subparagraph (a) of Step Two. The designated senior executive or his/her/their



designated alternate shall render his/her/their decision, in writing, within twenty-one (21) calendar days after the meeting.

If the grievance is not settled, the Union may, within sixty (60) calendar days after receipt of the decision at Step Two, submit a written notice of intention to arbitrate to Berlin Rosen.

## **Article VII. Arbitration**

**Section VII.01** If the grievance is properly appealed to arbitration, representatives of the Employer and the Union shall select an arbitrator set out below.

**Section VII.02** Upon providing notice of intent to arbitrate, as set out in the preceding article, the Union may submit a demand for arbitration to the Regional Director and simultaneously request from the American Arbitration Association a panel of seven (7) arbitrators who are members of the American Academy of Arbitrators. The parties will promptly proceed with selecting an arbitrator and scheduling a hearing. If the Union does not timely submit a demand for arbitration, the grievance will be deemed settled in accordance with the Employer's disposition in Step 2.

**Section VII.03** The decision of the arbitrator shall be final and binding on the Employer and the Union and both parties waive any 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 Employer 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, or impose upon any party hereto a limitation or obligation not provided for in this Agreement.

**Section VII.04** The fees and expenses of the arbitrator, including transcripts (if transcripts are agreed upon), shall be shared equally by the Employer and the Union. The parties shall otherwise bear their own fees and costs.

## Article VIII. Union Representation

**Section VIII.01** The Local shall keep the Employer informed of the names of individuals employed by The Employer who are designated as Union Stewards.

**Section VIII.02** The Employer shall allow access to their workplace(s) to Union representatives not employed by The Employer for the purpose of conferring with management and employees when necessary to administer the Agreement or fulfill the Union's duties as exclusive bargaining representative. The Union agrees to give The Employer advance notice of its intent to visit the workplace facility, and to reasonably cooperate with the Employer as to scheduling, such as to avoid undue interference with work in progress. Union representatives will comply with all Company visitor and safety policies during such visits.

**Section VIII.03** The Employer 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, if physical, shall be in a prominent area of the workplace. The electronic bulletin board may be on company intranet or other dedicated electronic space.

**Section VIII.04** 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, and to ensure continuity of services and coverage.

**Section VIII.05** If the needs of the business allow in the sole determination of the Employer, and the Union has given at least one week of notice, bargaining unit employees shall be excused without pay 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.

**Section VIII.06** The Employer will allow up to 2 (two) bargaining unit members time off with pay to attend negotiations for a successor Agreement.

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

**Section IX.01** The parties shall form a labor-management committee (LMC) that will consist of two (2) Union representatives and two (2) representatives of management. The LMC will meet once every quarter for up to one hour to discuss significant issues facing the Company and bargaining unit.

**Section IX.02** Participants in the LMC will be compensated for their time spent attending the LMC meeting (which shall be paid at the employee's regular 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.

**Section IX.03** Discussions of the LMC do not obligate either party to agree to any suggestions or proposals discussed, but the parties agree to work collaboratively and professionally toward the common goal of supporting and improving the Company.

**Section IX.04** Each party shall have a designated representative to take notes during these meetings and will share the notes with the other party following the meeting.

## **Article X. Separability**

**Section X.01** 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.

**Section X.02** 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 to the extent possible.

**Section X.03** The parties will adhere to all Federal, State, and Local laws.

## **Article XI. Safety and Health**

**Section XI.01** Berlin Rosen, the 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.

**Section XI.02** The Employer will make reasonable provisions for safety as required by federal, state, and local standards. The Employer may also establish safe working and operating practices and guidelines to ensure employee and public safety.

**Section XI.03** The Employer is responsible for providing a safe work environment for its employees and for enforcing its established safety rules and standards.

**Section XI.04** Employees must comply with the safety provisions the Employer's clients and partners contractually require, including but not limited to wearing and utilizing all Company-issued PPE when required. Employees are responsible for abiding by the rules and regulations that govern safe working conditions.

## **Article XII. Expenses**

**Section XII.01** Approved business expenses are the reasonable and necessary expenses incurred by employees to achieve legitimate business purposes that are not covered by the Employer's normal procurement processes. The Employer will reimburse all approved business expenses provided that the employee complies with the Employer's reimbursement policy, including but not limited to provisions addressing which kinds of expenses are reimbursable, prior approval requirements, and timely submission of reimbursement requests. The Employer will notify an employee on the first of each month if any of their expenses could not be approved and or reimbursed within 30 (thirty) days of submittal. In that notice, the Employer will state the reason(s) why it was not approved and/or reimbursed and the Employer will put a plan in place to rectify the situation.

## **Article XIII. Contracting of Bargaining Unit Work**

**Section XIII.01** The parties recognize that the nature of the Employer's work means that the Employer, as part of a long-standing practice, routinely utilizes consultants and other independent contractors (for example, such as when a consultant's particular expertise is required, during particular periods when additional staff are required on a short-term basis, or where the Employer does not otherwise have in-house capacity and requires the services of an independent contractor). Nothing in this Agreement shall be construed to limit the Employer's ability to utilize consultants and independent contractors. However, the Employer's intention is to not utilize independent contractors for the purpose of permanently replacing full-time or part-time bargaining unit Employees without prior written agreement from the Union.

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

### **Job Descriptions:**

**Section XIV.01** Within 90 days following ratification of this Agreement, the Employer shall have a job description for each job classification covered by this Agreement. Each job description will summarize the primary area of responsibilities associated with each job classification.

**Section XIV.02** Both parties acknowledge that our industry and our clients' needs are continuously evolving and our success as a business requires our ability to evolve as well, as individual contributors, in how we work within and across teams, and as a firm. When business needs require changes to existing job descriptions, the Employer 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. The Employer and the Union agree to confer as needed to discuss material job description changes made by the Employer and their impact on employees, including potential implications for future compensation.

**Promotions:**

**Section XIV.03** The Employer affirms the general principle that promoting employees internally whenever possible is good for business and for culture, and that it will continue to provide all employees with advancement opportunities that are consistent with their individual performance, skill development and demonstrated judgment, as well as the business needs, financial performance and other constraints of the Employer, as determined by the Employer. In keeping with this principle, The Employer will apply consistent performance standards, as outlined in the Roles & Responsibilities guidance, in considering eligibility for 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 standards of eligibility for promotion. During the mid and annual review, the employee may request a union representative who is not a Berlin Rosen employee to be present at such meeting.

**Section XIV.04** If the Employer has a need to fill an open bargaining unit position, it shall announce it to bargaining unit employees, which may be in the form of posting the open position on the Employer's website and/or intranet site, 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 Employer shall consider 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.

**Section XIV.05** 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.

**Section XIV.06** The Employer agrees that employees should regularly be performing work within their job classification. The parties recognize that employees who are interested in advancement may seek to perform duties at a level and impact beyond the standard expectations of their job classification in order to show leadership. The Employer will evaluate and recognize any such efforts when evaluating the employee's eligibility for promotion during the next possible promotion cycle.

## Article XV. Training

**Section XV.01** The Employer 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 14 Job Descriptions.

**Section XV.02** Opportunities for professional development shall be encouraged by the Employer 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 Employer will pay the cost and such training will be performed during work hours and such time will be considered as work time.

**Section XV.03** 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, CWA Local 1101 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. The Union and the Employer shall reasonably cooperate to schedule the union orientation meeting at a time convenient to the Employer's own orientation and training processes.

## Article XVI. Diversity, Equity, and Inclusion

**Section XVI.01** The Employer is committed to equal employment opportunity, and to ensuring that our 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.

**Section XVI.02** Harassment and discrimination are not only illegal; they are also contrary to the Employer'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.

**Section XVI.03** 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 Employer will not assign an identification to any employee who chooses not to self-identify. Nothing herein shall prohibit the Employer from fulfilling all applicable legal reporting requirements.

## **Article XVII. Successorship**

**Section XVII.01** This Agreement shall be binding upon the successors and assignees of the parties to the extent provided under the law. The Employer will give notice to any purchaser or transferee of the existence of, and operations covered by, this Agreement.

**Section XVII.02** In the event the Employer is to be sold, transferred or assigned, the Employer will notify the Union no later than the same day of the close of such transaction and prior to any public notice or staff notification. The Employer will meet with the Union upon request to discuss any demonstrable impact of a transaction, on bargaining unit members' wages, hours, and working conditions.



## **Article XVIII. Entire Agreement**

**Section XVIII.01** 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.

**Section XVIII.02** 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; those prior written practices and policies of management maintained by the Company before the conclusion of collective bargaining and not incorporated into this Agreement may be continued or discontinued by management; and that this Agreement constitutes the sole, entire and existing agreement between them.

**Section XVIII.03** Therefore, the Company 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 XIX. Management Rights

**Section XIX.01** The Parties recognize and acknowledge that the Employer reserves and retains all management rights and prerogatives to operate and direct the affairs of the Employer in all of its various aspects not expressly limited or modified by a specific provision of this Agreement. This includes, but is not limited to the right to operate and manage facilities and equipment; to establish or discontinue functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel and assign duties and tasks; to hire, promote, suspend, discipline or discharge personnel for just cause; to contract with vendors or others for goods and/or services, and to assign duties, tasks, and jobs. 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.

**Section XIX.02** The parties recognize that all Employees covered by this Agreement shall perform the services and duties prescribed by the Employer and shall be governed by Employer rules, policies, regulations, directives and orders, provided that such rules, regulations and orders are not inconsistent with the provisions of this Agreement or state or federal laws.

## Article XX. Holidays

**Section XX.01** Full-time and part-time employees and shall be eligible for paid holidays immediately upon hire.

The holidays shall be as follows:

1. Presidents Day
2. Indigenous People Day
3. Memorial Day
4. Thanksgiving Day
5. Day after Thanksgiving
6. Independence Day
7. Day after Independence Day (2024)
8. Labor Day

9. Martin Luther King's Birthday
10. Juneteenth
11. The week between Christmas Day and New Year's Day (December 25-January 1)

**Section XX.02** The above Holidays are contingent on all work being completed. If the above Holidays cannot be granted due to needs of the business and not the fault of the employee, and the employee is required to work 4 or more hours on the holiday, the Employer will automatically grant an employee a comp day to be taken 30 days from the date of the original Holiday, or within a reasonable time after the end of any applicable blackout date. If the employee was not able to take the holiday, due to needs of the business, the employee must notify their direct manager within 7 days via email and schedule the comp day to be taken within the 30 days, or within a reasonable time after the end of any applicable blackout date.

**Section XX.03** 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.

## **Article XXI. 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

- BerlinRosen 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. FTO is inclusive of vacation, sick, safe, wellness days, and other personal time off with pay and is not limited to a certain amount of days in a specific time period. Unit members who work at least 32 hours per week are eligible for FTO.
- All requests for FTO are subject to approval by BerlinRosen. When a specific reasonable request for FTO is denied, the manager will work with the employee attempt to reschedule the requested FTO for a time, that is acceptable for both

the employee and BerlinRosen. If the FTO request is received during a high-volume time, the manager will attempt to reschedule the requested FTO, typically within one month after the originally requested leave.

- The Employer reserves the right to designate blackout periods in which FTO requests are unlikely to be approved barring unusual circumstances. Absent circumstances making such notice impracticable, the Employer will provide at least 30 days' advance notice before designating a FTO blackout period.
- Employees are responsible for tracking FTO using the prescribed recordkeeping platforms or systems.
- Employees don't accrue time-off, so BerlinRosen 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. Such leave will be provided as set out under applicable law, and will be unpaid unless subject to an applicable BerlinRosen paid leave policy.
- The policy also does not cover time away from work that is covered by Workers Compensation, BerlinRosen 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. The integration of FTO with other forms of BerlinRosen paid leave policies will be addressed in those policies as may be amended by Berlin Rosen from time to time.
- All eligible employees are to submit FTO requests. Employees who are medically unable to submit a request must notify their supervisor, or have someone provide notice on their behalf, as soon as is practicable.
- 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.
- 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 may be canceled because of previously unforeseen business needs but will not be arbitrarily canceled by BerlinRosen without permission from the employee.
- FTO is separate from BerlinRosen-designated holidays.

#### Procedure

#### Employees must:

- Avoid taking time off that negatively impacts their job and BerlinRosen.
- Must be coordinated with account team leads prior to requesting leave in order to ensure adequate staff coverage on accounts.
- Request approval from their supervisors at least two weeks in advance, when possible, for FTO requests 2-4 consecutive workdays.
- Request approval from their supervisors a minimum of two months in advance for FTO requests of 5+ consecutive workdays,
- Non-Scheduled FTO is to be utilized for sick time, personal emergencies or an unexpected circumstance that prohibits an employee from reporting to work. It is the employee's responsibility to submit unscheduled FTO using the prescribed recordkeeping platforms or systems. Retroactive submissions for unplanned FTO will be allowed. Upon a written request from Management, unplanned FTO of three (3) days or more, and related to illness or injury, may require submission of written documentation from a medical professional. FTO leaves that exceed five (5) consecutive weekdays related to illness, injury, or parental leave will be governed by Berlin Rosen's disability and/or parental/family leave plans.
- Enter all FTO requests using the prescribed recordkeeping platforms or systems.

#### Managers will:

- Approve FTO in accordance with BerlinRosen or Department needs.
- Not unreasonably deny FTO requests.
- Document all denials of FTO requests with reason for denial.
- As set out earlier in this Article: Work with the employee to attempt to reschedule the requested FTO for a time that is acceptable for both the employee and BerlinRosen if FTO is reasonably denied, typically within one month of the reasonably requested leave.

#### 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:

- For the purpose of disciplining employees, although FTO requests may be denied for an employee who is on a performance plan.
- To force employees to fulfill non-business-related duties.
- To arbitrarily force an employee to defer their requested leave in favor of another employee who made a later request, although nothing in this Article precludes the manager from considering any rationale provided for the earlier and later requests.

FTO doesn't mean every request is automatically approved every time. If there are conflicts between multiple requests for FTO, managers should consider:

- Tenure, with longer-term employees possibly being given preference over newer ones.
- Business/client needs
- Employee performance

Coverage

- All teams need at least an Account Director or above covering.
- If an employee changes teams and has vacation already approved, they should communicate the dates to the new team(s) ASAP. If there are conflicts, the account leader of the new team(s) should address them immediately.
- Each account team needs to be staffed at least 50% of its current staffing (ex: for a team of six, three people need to be working)—meaning that vacation requests are very unlikely to be approved if it would result in this staffing target not being met.

Both employees and managers should use good judgment and adhere to BerlinRosen policies when requesting/approving time off. Abuse of this policy is defined as what would reasonably be considered excessive time off, where in BerlinRosen's judgment, 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 Practice Leader, and any additional time off must be approved by all three of these people. These additional approvals are required in recognition that FTO of more than six weeks in a year may often be excessive, but approval will not be unreasonably denied.

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

Implementation

The Employer will implement an FTO policy in compliance with this Article no later than January 1, 2025. Until the implementation date, the Employer will maintain its current policies for vacation, sick and safe time, wellness days, and other personal time off. The Union will not unreasonably deny Employer requests for an implementation extension. The Employer may modify its policies as necessary to implement this Article and to ensure compliance with applicable laws, including but not limited to laws regarding tracking, accrual, and disposition of existing accrued leave.

## **Article XXII. Wages**

- Y1: On January 1, 2025, employees shall receive a 3.0% increase to their base salary.
- Y2: On January 1, 2026, employees will receive a 3.0% increase to their base salary.
- Y3: On January 1, 2027, employees will receive a 3.0% increase to their base salary.
- BerlinRosen recognizes the raises set forth in this agreement are a minimum. This article should not be construed to limit management rights to reward an employee's performance.
- Upon ratification each bargaining unit employee will receive a one-time ratification bonus of \$1000, less applicable deductions and withholdings. This bonus will be paid within 30 days of ratification.

## **Article XXIII. Benefits**

### Benefit Continuity

- Health Insurance: During the term of this Agreement, the Employer will continue to provide coverage to bargaining unit employees (including coverage for spouses/dependents) that is reasonably comparable to the health, dental, and vision benefits in effect as of the effective date of this Agreement. The Employer will continue to offer at least one plan that includes 100% of the plan premium for eligible employees for individual coverage and at least 75% of the additional cost of coverage for spouses/dependents. The employee shall pay the balance. In the event that the premium costs of such coverage increase by more than 10% in a given year, the Employer may reopen this section.

- Employees may choose to opt out of the group health insurance plan as long as this does not jeopardize the Employer's ability to maintain its group policy. Employees may choose to opt out at their time of hire, after qualifying events, and during the Employer's open enrollment period.
- Employees who opt out of medical insurance coverage will receive a \$500 annual stipend, less applicable taxes, and withholdings, for the life of this agreement.
- The stipend will be paid in a lump sum annually on or about December 31. Employees must be employed as of the stipend payment date to be eligible to receive the stipend. The stipend will be paid on a pro rata basis for employees who started with the Employer partway through the calendar year and/or for any period of the year during which employees selected insurance through the Employer.
- The stipend applies to all union-represented employees who choose to waive the company's medical insurance.
- Retirement Plans: The Employer will provide full-time employees with the option to participate in the company's 401(k) with the ability to contribute to either (1) a traditional 401(k); or (2) a Roth 401(k) plan. BerlinRosen will make matching contributions to employee deferrals up to 4% of the employee's compensation. The Employer shall maintain a reasonably comparable plan design during the life of this Agreement and shall maintain the match percentage.
- The Employer may provide new and expanded employee benefits during the Term of this Agreement including:
  - Expanded short term disability.
  - New long-term disability
  - Employee Assistance Program (EAP)
  - Pet insurance subsidy
  - Increased life insurance.
- The Employer will discontinue its Calm and Talkspace benefits during the Term of this Agreement in its discretion, with notice to the Union.
- The Employer may adopt policies integrating such benefits with FTO.
- Other Benefits: Except as provided in this Agreement, any additional benefits currently provided, will continue without material modification for the life of this agreement.
- With respect to all benefits set out in this Article, if the plan provider discontinues or alters any benefit as to affect the Employer's ability to comply with its obligations to provide coverage reasonably comparable to that in effect as of the date of this Agreement, the Employer shall adopt an alternative benefit plan(s) after bargaining with the Union.
- The policies and benefits set forth in the Company Employee Handbook shall apply to bargaining unit members on the same terms and conditions as set forth in the Handbook, except where this Agreement specifies otherwise. If the company modifies, changes and or eliminates any policies set forth in the handbook that address wages, hours, and working conditions, the company will notify the union, in writing, and the union shall have thirty (30) days from the date of the notice to request and bargain over changes. The Employer shall consider



any information provided by the Union and provide the Union with written notice of any modifications to the initial proposed changes. The notice requirements of this section do not apply to written policies or protocols regarding physical or cyber security or that BerlinRosen otherwise reasonably determines are necessary to protect employee health and safety.

## **Article XXIV. Hybrid Work**

**Section XXIV.01** All full-time employees are required to work a typical schedule of three days a week in their assigned office, including designated practice days. Employees will communicate with their supervisors about their in-office schedule. The employee may also be required to work in person based on business need for a particular day (e.g., all-practice in office days or special events, events requiring in-person attendance), in which case BerlinRosen will provide at least 48 hours' notice or, if such notice is not possible, as much advance notice as is practicable. Days on which the employee is required to travel overnight for work shall be considered in-office days for purposes of this Article. This requirement does not apply to employees who have been approved for full-time remote work. Employees who reside more than 90 minutes from their assigned BerlinRosen office will not be required to work a hybrid schedule as a result of the adoption of this Article, although may also be required to work in person based on business need for a particular day.

**Section XXIV.02** For permanent remote workers, the Employer will provide necessary and reasonable work equipment related to remote work, such as monitors, keyboards, mice, and similar. Remote employees may request such equipment. BerlinRosen will procure the equipment and requests will not be unreasonably denied.

**Section XXIV.03** If the equipment is not something that BerlinRosen typically provides, an employee may request it and BerlinRosen will purchase it for the employee. Requests are subject to prior written approval from an employee's department head. Approval requests must include a description and justification and will not be unreasonably denied.

**Section XXIV.04** In specific cases where the Employer is unable to purchase approved equipment in a timely manner, for example because of an urgent need after hours or on a weekend, an employee may, with preapproval, purchase the equipment and be reimbursed.

**Section XXIV.05** Reimbursement requests must be submitted within 30 days of purchase and include original receipts, proof of payment, and an approved expense request form. Reimbursements will be processed within 30 days of submission. The Employer may set limits on the equipment it provides and/or reimbursable expenses. Personal items or costs due to negligence or misuse are not eligible for reimbursement.

## Article XXV. Layoff

### Layoffs:

If the Employer has a need to reduce its workforce through layoffs it shall provide the Union with seven (7) calendar days advance notice of its intention to lay off bargaining unit employees. The notice shall include the number of employees the Employer has scheduled for layoff for each job classification. If applicable, the Employer shall also provide notice of the particular team(s) affected by the scheduled layoff.

### 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:

<u>Length of Service</u>	<u>Severance Pay</u>	<u>Continuation of Benefits</u>
Through 90-day Probationary Period but less than one (1) year	Two (2) weeks of salary	The 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	Two weeks of salary plus one week of salary for each full year of service, up to a maximum of eight (8) weeks of salary	The Employer will reimburse employee the equivalent of the full cost of the COBRA premium for three (3) months (upon receipt of documentation of premium payment)

Recall:

The unit Employees who have been laid off shall have recall rights from the position they were laid off for a period of six (6) months from the date of their layoff. Unit Employees laid off will get priority consideration when and if BerlinRosen hires for like and or similar jobs for which the employee is demonstrably qualified during this 6-month period. A like and/or similar role includes the same position/job title or a role at the same level within the Employer with substantially similar job functions and responsibilities.

It shall be the responsibility of the 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 five (5) business days and 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. A recalled employee that is laid off again within the first nine (9) months following a recall shall not be eligible to receive the severance and COBRA benefits set forth herein in connection with the second layoff.

## Article XXVI. Term of Agreement

**Section XXVI.01** This Agreement will take effect on August 9, 2024 and will expire on Dec. 31, 2027.

**Section XXVI.02** 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.

**Section XXVI.03** 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.

**Section XXVI.04** This Agreement will remain in full force and effect from the date hereof to and including the expiration date, and it will automatically renew on the same terms and conditions for consecutive one-year periods unless, at least 60 days before this Agreement's expiration or the expiration of any extensions thereof, either party gives written notice by overnight or certified mail to the other party that it desires to modify or terminate this Agreement.

**Section XXVI.05** Wherefore, the undersigned authorized representatives of their respective principals agree to be bound by the terms of this collective bargaining agreement.

### For BerlinRosen

Name (Print) Andrew McDonald

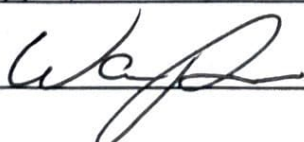
Title: Principal

Signature:  Date: 8/20/24

### For CWA

Name (Print) WAYNE POOLE

Title: STAFF REPRESENTATIVE

Signature:  Date: 8-21-24