



**Collective Bargaining Agreement  
between  
Newspaper Guild of Detroit  
TNG - CWA Local 34022  
AFL-CIO  
and  
Michigan League of Conservation  
Voters (MLCV)**

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## **PREAMBLE**

This Collective Bargaining Agreement ("Agreement" or "CBA") is entered into by and between Michigan League of Conservation Voters ("MLCV" or "Employer") and the Newspaper Guild of Detroit – CWA Local 34022 ("Guild" or "Union") (collectively, "Parties").

## **ARTICLE 1: RECOGNITION**

### **Section 1: Bargaining Unit Classification**

The Employer hereby recognizes the Guild as the exclusive collective bargaining representative for the following bargaining unit:

- Included: All regular full-time and regular part-time employees of the Employer other than those in "Excluded" classifications below;
- Excluded: Interns; Temporary Seasonal Employees and other temporary employees; supervisors, managers and confidential employees as defined in proceedings under the National Labor Relations Act.

The term "employee(s)" as used in this Agreement refers to bargaining unit employee(s) unless otherwise specified or the context requires otherwise.

### **Section 2: Notification to the Guild**

MLCV agrees to notify the Guild upon creation of any new bargaining unit position.

### **Section 3: Bargaining Unit Work**

Bargaining unit work includes work customarily, regularly, and predominantly performed by bargaining unit employees, and any new work assigned to be regularly and predominantly performed by bargaining unit employees. Nothing in this Article prevents the performance of bargaining unit work by contractors or other non-bargaining unit personnel, provided that the Employer will not use such non-unit personnel to displace (i.e., cause the layoff, termination or reduction from full-time to part-time status of) any bargaining unit employees.

### **Section 4: Temporary Employees**

Temporary employees will become regular employees and included in the bargaining unit after nine (9) months of continuous employment by MLCV. Their time spent as temporary employees will count toward their seniority.

## **ARTICLE 2: COMMITMENT & VALUES**

All parties to this Agreement recognize the importance of maintaining an atmosphere of mutual responsibility, dignity and respect, in the workplace and in our labor-management relations, to foster the values and goals outlined below:

- We promote accountability, which means that we offer feedback with support and grace, we make space to communicate, and acknowledge harm and work to repair it.
- We promote transparency to enable understanding and meaningful participation.
- We promote a culture of participatory democracy and encourage the expression of ideas and opinions, at the appropriate time and space, that relate to carrying out our mission and vision.
- We aim to model our core values in our work and in our dealings: We are tenacious, innovative, self-starters, problem-solvers, and we live our mission. Those who embody these core values thrive at MLCV.
- We are committed to MLCV's mission: "Michigan LCV works to protect the air, land, and water in communities all across Michigan by activating voters to elect and hold accountable public officials who fight for an environment that sustains the health and well-being of us all." We aim to do this by winning with smart, hard-hitting, people-centered campaigns that are funded to scale.

## **ARTICLE 3: DUES AUTHORIZATION**

### **Section 1: Automatic Deduction of Dues and Payment to Guild**

Upon an employee's voluntary written assignment, the Employer shall deduct biweekly from the biweekly earnings of such employees and pay to the Guild no later than the 15th day of each following month an amount equal to the applicable Guild initiation fees, dues and assessments. Such amounts shall be deducted from the employee's earnings in accordance with the Guild's schedule of rates furnished to the Employer by the Guild. Such a schedule may be amended by the Guild at any time. An employee's voluntary written assignment shall remain effective in accordance with the terms of such assignment. The Employer shall accept digital signatures on authorizations.

## **Section 2: Closed Shop Status**

In the event that Michigan law (e.g., Act No. 176 Public Acts of 1939, Act No. 348 Public Acts of 2012) is amended and/or repealed in such manner to permit union security language such as the following to be included in collective bargaining agreements, the following language will, upon the effective date of such change, become operative or, if the following language is not permitted, such language as is permitted by law will be incorporated into the Agreement: Not less than thirty (30) calendar days following the effective date of this Agreement or not less than thirty (30) calendar days following the beginning of employment, whichever is later, all employees covered by this Agreement shall, as a condition of continued employment, become and remain members of the Guild to the extent of remitting to the Guild, membership dues uniformly required as a condition of acquiring or retaining membership in the Guild, whenever employed under and for the duration of this Agreement.

## **Section 3: Indemnification and Hold Harmless**

The Guild agrees to indemnify and hold harmless the Employer from any and all liabilities, including damages, judgments, court costs, and reasonable attorneys' fees that may arise out of or result from this Article or any action taken pursuant to its terms. If an incorrect deduction is made and submitted to the Guild, the Guild shall refund any such amount directly to the involved employee.

# **ARTICLE 4: INFORMATION TO THE GUILD**

## **Section 1: Annual Information**

MLCV will furnish the Guild annually the following information in connection with employees represented by the Guild:

- Name
- Start date and position level date
- Job title, full or part-time status, position level, and step
- Rate of pay, whether hourly or salary
- Primary Office(s)
- Date of birth
- Home address
- Personal email

## **Section 2: Monthly Information**

MLCV shall notify the Guild monthly in writing or electronically of:

- New bargaining unit employees - including all the information required in Section 1.
- Changes in job title for bargaining unit employees, wage changes by reason thereof, and effective date, and changes of supervisor for unit employees.
- Resignations, retirements, deaths, promotion and/or transfers out of the bargaining unit of bargaining unit employees, and respective dates.

- Names of interns, seasonal and temporary employees placed at MLCV, for a term of more than nine (9) months, along with department, and educational or training purposes.

## **ARTICLE 5: JUST CAUSE AND PROGRESSIVE DISCIPLINE**

Non-probationary employees shall not be subject to discipline or discharge without just cause. Other than for gross misconduct, the Guild and the employee shall be notified in writing at least two (2) weeks in advance of each discharge with specifications of the facts alleged to constitute just cause. The Employer may pay two (2) weeks' wage in lieu of notice to the Guild and the employee where notice is required.

Just cause includes the principle of appropriate progressive discipline except in cases of gross misconduct. In particular, progressive disciplinary measures typically include a verbal warning (with a written follow up to the conversation, either in an email or via a Corrective Action Form), a written warning (either a Corrective Action Form or a Performance Improvement Plan), suspension or final written warning, and then dismissal.

Management's decision to administer a certain level of discipline for a given offense in any given instance does not establish precedent for other cases.

MLCV shall maintain employee personnel records, which include an employee's cover letter (if applicable), resume, job description, compiled performance evaluations and documentation of disciplinary action or changes in employment status. Any disciplinary action documentation in an employee's personnel file will be considered inactive, for purposes of further progressive disciplinary measures, after 12 months have elapsed without further disciplinary action.

By appointment only and with reasonable advance notice, current employees may review their personnel file and/or their own payroll records.

## **ARTICLE 6: GRIEVANCE AND ARBITRATION**

The Guild has the right to file a grievance in accordance with the following procedures outlined below regarding disputes with MLCV relating to interpretation or application of this Agreement, or over unilateral changes by MLCV to well-established past practices regarding terms and conditions of employment that are clear and unequivocal, longstanding, and mutual.

Earnest efforts will be made to settle issues with informal discussions prior to reducing them to writing. At the Union's request, the parties will meet and seek possible resolution of the issue(s).

The Guild shall have two (2) designated employee Union representatives and one alternate for grievance handling and shall notify MLCV in writing of those designations.



### Step 1: Formal Grievance

If the informal discussions do not resolve the dispute, the Guild may initiate the formal grievance process by submitting a written complaint (the "Grievance") to the appropriate supervisor, Department Director, and the Operations Director within thirty (30) days after the Union knew, or reasonably should have known, of the act or condition giving rise to the Grievance. The Grievance shall set forth the nature of the conduct complained of, the date(s) when it occurred, the contract provisions that were allegedly violated, and the relief or remedy sought.

MLCV shall meet with the Guild to discuss and attempt to resolve the Grievance within five (5) business days of receiving the Grievance. MLCV will respond to the Grievance in writing within ten (10) business days of such Step One meeting. If MLCV is unable to respond within this deadline, or if the Guild and MLCV cannot reach a resolution within five (5) business days of the Guild's receipt of MLCV's written response, the parties will proceed to the next step of these Grievance Procedures.

### Step 2: Optional Mediation

If both parties agree, they may choose to utilize mediation to attempt to resolve the issue. Upon agreement to enter mediation, the parties agree to use a free Federal Mediation and Conciliation Services (FMCS) mediator for such mediation.

Alternatively, upon the denial of the grievance by MLCV, the Guild and the affected employee(s) may choose to submit a rebuttal letter concerning the issue grieved to the MLCV Operations Director who shall place the rebuttal in the employee's personnel file if the rebuttal is in response to a discipline. If the rebuttal concerns a non-disciplinary grievance, the Operations Director shall place the rebuttal in a file for such documents. Upon request employees shall be allowed to view their own personnel file and the separate rebuttal file.

### Step 3: Arbitration

If the Grievance is not settled in Step One (or Step Two if the parties pursue mediation), the Guild shall notify the Executive Director and Operations Director in writing within ten business (10) days of the Formal Grievance Response Deadline (or within ten (10) business days of the last mediation meeting) of its intent to proceed to arbitration.

If the parties cannot agree upon an impartial arbitrator within ten (10) business days of the Guild's notice of intent to arbitrate, the parties shall request that the Federal Mediation and Conciliation Service submit a list of seven (7) possible arbitrators. The parties shall alternate striking names, with the Guild striking the first name, and after each party has struck three (3) names each, the remaining person on the list shall be appointed as the arbitrator (the "Arbitrator").

The Arbitrator shall be bound and governed by the provisions of this Agreement and shall have

no power to add or subtract from, ignore or modify any of the provisions of this Agreement, or to impose any other agreement upon the Parties. MLCV and the Guild agree to equally split the Arbitrator's fee, as well as the cost (if any) of a meeting room for an in-person arbitration hearing. The written decision of the Arbitrator shall be final and binding upon both parties.

The time limits established in this Article may be extended by mutual written agreement between the Employer and the Guild. If a formal grievance is not presented within the specified time limits, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limits, it shall be considered resolved on the basis of the last answer provided and there shall be no further appeal or review. In the event the Employer does not respond within the specified time limits, the grievance may advance, at the Union's request, to the next step.

## **ARTICLE 7: LABOR MANAGEMENT COMMITTEE**

The Parties will establish a joint Labor-Management Committee ("LMC" or "Committee"), composed of up to three (3) Union-appointed members and up to three (3) Management-appointed members.

The purpose of the LMC is to promote and improve communication and problem solving. In LMC meetings, Committee members will have the opportunity to discuss, debate and propose solutions around matters of mutual interest, including staff concerns and challenges beyond those addressed explicitly by this Agreement.

The LMC is not a decision-making body but may make consensus recommendations to Management and/or the Guild at any time. The LMC has no authority to engage in collective bargaining or to adjust or resolve grievances, and the Committee cannot amend, modify, supplement or change the language or the application of this Agreement.

The LMC will be established within 60 days of the ratification of this agreement. Establishment means that membership appointments will occur and an initial meeting will be scheduled. The LMC will meet at least quarterly, but has the ability to meet more or less frequently as both Parties may agree.

## **ARTICLE 8: NON-DISCRIMINATION**

### **Section 1: Equal Opportunity Employment**

MLCV is an equal opportunity employer. MLCV is firmly committed to maintaining a work atmosphere in which people of diverse backgrounds may grow personally and professionally. MLCV will not adversely discriminate against an applicant or employee in matters of hiring, training, promotion, transfer, layoff, discharge or otherwise on the basis of race, color, creed, national origin, citizenship status, religious affiliation or non-affiliation, sex, sexual orientation, gender identity or expression, HIV status, body size, ability, domestic violence survivor status,

marital status, pregnancy status, caregiver status, military or veteran status, income level, membership or participation in the activities of the Guild or any labor organization, or any other discrimination prohibited by law.

### **Section 2: Harassment-Free and Respectful Workplace**

The Employer and the Union strongly oppose sexual harassment in any form in any work location. The Employer and the Union agree that all employees, supervisors, and managers will treat each other, regardless of position, with dignity, respect, and without harassment.

### **Section 3: Commitment to Diverse Talent Pools**

The Employer shall endeavor to recruit a diverse talent pool during the hiring process.

## **ARTICLE 9: SENIORITY**

An employee's seniority date under this Agreement shall be the employee's first day of employment with MLCV as a bargaining unit employee; provided, however, that the seniority date for a unit employee who has moved into the bargaining unit from a non-unit position without an intervening separation from employment with MLCV will be that individual's original date of employment with MLCV. Except as provided below, employees shall retain their original seniority date only while continuously employed by MLCV. For purposes of this provision, employees shall be deemed continuously employed by MLCV while on approved leave of absence of six (6) months or less from MLCV and while employed by MLCV in a non-unit position. Former employees who return to employment in a unit position following separation from employment with MLCV will be deemed new hires for purposes of seniority date and probationary period.

MLCV shall provide the Guild with a seniority roster annually in accordance with Article 4. The roster shall include all bargaining unit employees and list their seniority date as defined above.

## **ARTICLE 10: REDUCTION IN FORCE**

### **Section 1: Notification**

In the unfortunate event that the Employer determines that it needs to reduce the Bargaining Unit workforce, reduce an employee's hours, or eliminate or otherwise alter programs or operations in a way that would result in the involuntary relocation or non-disciplinary termination of an employee, the Employer will provide the Union and the affected employee(s) at least sixty (60) days' advance notice, provided that an employee may be provided pay in lieu of some or all of the 60 days' notice.

The sole exception to the foregoing notice requirement is for unforeseeable emergency circumstances not caused by the Employer, wherein the Employer must provide the Guild at least thirty (30) days notice of the intention to reduce force. Where the Employer reasonably believes this unforeseeable emergency circumstances exception applies, the parties shall negotiate in good faith regarding – and the Guild shall not unreasonably refuse to agree to – the Employer’s identified need to reduce the workforce on less than thirty (30) days’ notice. The remaining provisions of this Article apply only to a reduction in force that results in the termination or separation of an employee; they do not apply to employees who accept relocation due to the dismantlement or alteration of a program.

Upon request, the Employer will meet with the Guild for the purpose of discussing the layoffs and to consider the means by which the impending hardship of such layoffs may be mitigated.

## **Section 2: Processes and Procedures**

Upon notification of a reduction in force, MLCV will first put a call out for voluntary resignations among employees. Voluntary resignations will be entitled to Severance Pay as outlined in Section 4 of this Article.

If, after voluntary resignations and meetings with the Guild under Section 1, above, the Employer determines that further reduction of force is necessary, these further layoffs shall be conducted in reverse seniority order. The Employer will provide the Guild a final list of the employees being laid off and will notify each such employee of their layoff date.

## **Section 3: Recall List**

Laid off bargaining unit employees shall be placed on a recall list for up to one (1) year. Such employees shall remain on a recall list until they are recalled, decline an offer of written recall, or fail to provide a timely response to an offer of recall. When vacancies in bargaining unit positions arise during that recall period, the Employer shall provide notice by email and phone call to the last known email address and phone number of all persons on the recall list who previously worked in a substantially similar role in which the vacancy occurs.

A substantially similar role includes the same or similar position/job title or a role at the same level within the Employer with similar job functions and responsibilities. A copy of the notice shall be sent to the Guild. If, within ten (10) business days of the notification date an employee fails to respond with willingness to accept re-employment, the employee shall be removed from the recall list. In the event of a timely reply, the Employer shall fill the vacancy from among those replies requesting employment in order of seniority, with the exception of those who have been on active discipline within one (1) year of the reduction in force, who may be included in the interview pool upon request.

#### **Section 4: Severance Pay**

An employee laid off during a reduction in force (including voluntary resignations per Article 10, Section 2) shall be entitled to Severance Pay. Severance pay shall be calculated under the following formula: one (1) week's pay for every completed year of service – up to a maximum of twelve (12) weeks' base pay, such pay to be computed at the employee's current weekly compensation received from the Employer. Part-time employees will receive severance pay on a prorated basis.

The Employer will give an employee their severance payment in a lump sum within two (2) weeks of their final paycheck, contingent on the completion of all offboarding tasks.

#### **Section 5: Assistance to Employees Affected by Reduction in Force**

Following issuance of the initial notice to impacted employees of a reduction and final notice to employees being laid off (as outlined in Article 10, Section 1), the Employer will take the following steps to assist the employee(s) through their transition period:

- The Employer shall allow employees who have received a layoff notice (or whose voluntary resignation offer has been accepted) to devote up to 25% of their workday during the last thirty (30) days of employment to the search for new employment.
- Employees may ask supervisors if they know of any job opportunities with partner organizations.
- Employees will have the option to sign up for COBRA after their layoff or voluntary resignation in order to remain on MLCV's Health, Dental, and Vision Insurance Plan. MLCV will cover the cost of the monthly premiums for up to (3) months after their layoff or voluntary resignation, under the same terms outlined in Article 23 of this Agreement.

### **ARTICLE 11: HIRING**

#### **Section 1: Hiring Processes and Procedures**

MLCV shall notify all employees, by email or similar method, of any vacancy in an existing or newly-created bargaining unit position it intends to fill. MLCV may also advertise the position externally at the same time it posts internally. There will be one hiring process for considering both internal and external applicants for a vacancy.

Nothing in this Article or elsewhere in this Agreement shall limit the Employer's sole discretion and authority to create new positions, to fill a vacant or a new position by hiring from any source, to refrain from filling a position, or to eliminate a position at any time. A position that falls within the bargaining unit must note that designation within the job description. Every job description within the unit posted for internal or external hiring will include the wage range as specified in this Agreement.

Where the qualifications of an internal applicant and an outside applicant are substantially equal, the Employer will take into consideration the value of promoting the growth of internal applicants, but the Employer may also take into account other relevant considerations.

If an employee is not awarded a position that is in the unit, upon the employee's request, the Employer shall meet with the employee and, at the employee's option, a representative of the Guild, to discuss how the employee can improve the potential to be selected the next time the position, or a similar one, is open.

## **Section 2: Hiring Committees**

All hiring committees, for both bargaining unit and non-bargaining unit positions, shall include at least one (1) bargaining unit employee to the extent possible. The recruitment and filling of the Executive Director position (or comparable role) at MLCV is not subject to this provision or to any other provision in this Agreement.

## **Section 3: Probationary Period**

An employee's first three (3) months of employment at MLCV beginning with the employee's date of hire shall be deemed a probationary period, during which the employee's performance, progress, and suitability may be monitored and assessed. The parties may mutually agree upon the extension of the probationary period of up to three (3) additional months. The Employer has the unqualified right, in its sole discretion, to terminate the employment of an employee or take other adverse action at any time before the expiration of their probationary period as defined herein. The Employer's discipline, termination, or other adverse action with respect to a probationary employee shall not be deemed a violation of this Agreement and shall not be subject to challenge through the grievance and arbitration provisions of this CBA.

In matters not excluded from grievance and arbitration under the preceding paragraph, the probationary employee is entitled to Union representation including the grievance procedure.

## **ARTICLE 12: JOB DESCRIPTIONS**

MLCV will provide each employee, within one (1) week of the employee's start date, a job description of the duties and responsibilities which the employee is expected to perform. A copy of the job description will be maintained in the employee's personnel file. This Article shall not be interpreted as placing any limits on the duties that an employee may be assigned.

The job description will be reviewed at the end of the employee's probationary period and annually, and updated if there are significant changes to responsibilities or role as determined by MLCV.

For changes to job descriptions made after the initial hire, the employee will have the opportunity to share input regarding changes to their job description through their supervisor prior to MLCV's finalization of the revised description.

## **ARTICLE 13: EVALUATIONS**

MLCV is committed to providing employees with regular feedback on the quality of their work, their success at meeting goals, and areas for improvement. MLCV employees who have finished their probationary period will receive a formal annual performance evaluation conducted with their supervisor. The formal performance evaluation will include a written self-evaluation by the employee, a written evaluation by the supervisor, a written evaluation of the supervisor, and a meeting between the supervisor and employee to review and discuss the feedback. The results of the performance evaluation will be included in the employee's personnel file.

### **Section 1: Preparing for Annual Performance Evaluations**

In the final quarter of the year, Management will present their proposal for the annual performance evaluation process, including, but not limited to: timeline and key dates, any protocols and procedures that are not enumerated in this Article, and the documents that will be used during the performance evaluation process such as the employee performance evaluation form and supervisor evaluation form. This shall be sent to the LMC no later than one week prior to that quarter's LMC Meeting and will be discussed as part of the LMC Meeting.

Management will consider in good faith any recommendations or concerns raised by the LMC regarding the performance evaluation process.

### **Section 2: Executing Annual Performance Evaluations**

Formal performance evaluations shall occur during the first quarter of each calendar year. Once the materials are distributed, employees will have at least one month to review and complete their parts of the evaluation prior to the date of their annual performance evaluation meeting.

Upon completing the annual performance evaluation meeting, the employee and their supervisor will sign the completed evaluation form, indicating they have read and discussed the information contained in the evaluation. Signing does not constitute agreement with all the points raised in the document. If an employee declines or neglects to sign, then, 1) the performance evaluation form with the supervisor's signature and 2) proof that the performance evaluation form was sent to the employee, will indicate that the evaluation was sent and discussed.

An employee has the right to submit a written response to performance evaluation within two (2) weeks of the performance evaluation meeting date, and that written response shall be included in the employee's personnel file. Written responses must be submitted to the employee's direct supervisor and the Operations Director.

The contents of the performance evaluation shall not be subject to the grievance/arbitration process described in Article 6.

## **ARTICLE 14: SUPERVISION AND WORKLOAD**

### **Section 1: Supervision**

Regular supervision one-on-one meetings should be held between supervisors and employees once a week for one hour, unless the employee and supervisor have a mutual agreement to have them at a different cadence. If a supervisor or employee is out of office (OOO), they will make reasonable efforts to schedule one-on-one meetings around that OOO time. MLCV will provide a standardized agenda, which includes two-way feedback, that will be used for one-on-one meetings. Both parties should aim to be on time, and if somebody is going to be more than 15 minutes late, they should notify the other party and reschedule. If either party is unable to attend, both parties agree to make every effort to reschedule the meeting to occur within forty-eight (48) hours of their original meeting.

In addition, employees can request informal check-ins or coaching sessions with their supervisors at any time. Supervisors will make reasonable efforts to make themselves available for requested coaching sessions.

### **Section 2: Workload**

The employee and the Employer recognize that employment will involve varying weekly workloads based on the projects undertaken by MLCV. Work planning will aim to achieve the following goals:

1. Realistic workloads
2. Clearly understood work expectations
3. Regular systems for establishing work goals and for reporting work accomplished

The employee will meet with their supervisor to discuss the probable periods of low, average, and high weekly work expectations as well as how to use employee time most effectively for long-term and short-term goals.

In the case that the employee believes that their workload is out of alignment with the goals outlined above, they may request review of their workload and a plan to adjust workload and/or job description.

On at least a quarterly basis, the employee and their supervisor shall work together to create and/or revise an appropriate work plan for the employee, reflecting the employee's job



description, team goals, professional development goals, and including clear benchmarks. In the event of a disagreement between the employee and supervisor, MLCV will exercise its managerial discretion as to the contents of the work plan. In the case of major changes in goals or benchmarks, employees must be informed of the changes and management shall seek and take into account feedback from the impacted employee(s). Feedback will not be unreasonably disregarded.

Employees may discuss their concerns with a Guild representative at any time. If deemed necessary, the Guild representative may choose to approach the Operations Director to share workload concerns raised by an employee that have not been satisfactorily addressed by the supervisor.

Should an employee have an issue with their supervisor, they may request a meeting with the Employer to discuss ways to address any supervisory issues and find resolutions, which may include a change in supervisors when feasible. The employee may have Union representation in this meeting, if desired.

### **Section 3: Employee Orientation**

The Employer shall notify the Union of all new hire bargaining unit employees within seven (7) calendar days of their official hire date.

The onboarding process for newly hired employees will aim to set them up for success in their new position. Employees will receive training for each job area prior to being expected to perform said job area. The Employer should make every effort to ensure that the employee receives training on the core functions of their job within twenty-one (21) calendar days of their official hire date. The Employer shall complete sections of the onboarding process that cover the basic procedures, policies, and practices of the operations of MLCV along with supplying the new employee with any reasonable tool necessary to execute the duties of their position such as technology and access to relevant databases, software, and programs within the initial two (2) weeks of employment.

The Union shall be provided time for a thirty (30) minute meeting with new employees, ideally within the first ten (10) business days of their employment. The Union presentation shall take place during regular working hours at a mutually agreed upon time. Participation in the Union presentation during regular working hours shall occur with no loss of pay.

## **ARTICLE 15: PROFESSIONAL DEVELOPMENT**

### **Section 1: Employer-Required Training**

MLCV shall pay the expenses of any training it deems necessary for employees' performance

and/or requires employees to participate in. Time spent at Employer-required trainings shall be considered regular work time, and shall be subject to the Travel and Expense Reimbursement Policy.

## **Section 2: Employee-Initiated Training and Education**

MLCV encourages employees to pursue professional development opportunities such as courses, seminars, trainings, workshops, conferences or time spent with a coach/mentor that will assist and/or improve their work at MLCV and help them make a long-term commitment to working at the organization.

Each year, each employee can work with their supervisor to develop a plan to meet the personal and professional development goals during the course of the year. This will be reviewed as part of the employees' annual evaluation. Only time spent in MLCV-approved professional development activities counts as work time.

During the term of this Agreement, MLCV will offer \$250 per employee, per year to cover costs of such employee-initiated, MLCV-approved professional development activities. Transportation, food, and lodging costs associated with attending out-of-town Professional Development opportunities will not come out of the employee's Professional Development bank in accordance with Article 26 of this Agreement. Employees may apply for additional funding beyond the annual stipend, should the need arise.

To be eligible for professional development funding under this Section, the employee must be a full-time bargaining unit employee beyond their probationary period.

Nothing in this Article prevents the Employer from approving Professional Development opportunities that are in excess of the amount set forth above, if the Employer feels the opportunity is a valuable investment in the growth of the employee.

MLCV will update the Labor Management Committee about the level of usage of professional development funds on a quarterly basis.

## **ARTICLE 16: OUTSIDE EMPLOYMENT & ACTIVITIES**

### **Section 1: Outside Employment**

Employees are permitted outside employment, including second jobs, consulting engagements, self-employment, and paid campaign work. To protect MLCV's business interests:

1. Employees are permitted to engage in Outside Employment as long as it does not interfere with their work schedule or job performance at MLCV.
2. No one shall engage in any Outside Employment that creates a conflict or the

appearance of such a conflict, including but not limited to a financial conflict of interest, with their employment at MLCV. An example of such a conflict would be accepting employment with an Employer that sells goods or services to MLCV while also remaining employed at MLCV.

3. If an employee seeks to begin Outside Employment, they must give advance written notice to their supervisor and the Operations Director prior to accepting the position. Outside Employment shall be accurately disclosed prior to accepting a position with MLCV.

Employees who engage in Outside Employment are still expected to prioritize MLCV work and work their assigned schedules for MLCV. A second job will not be considered an excuse for poor job performance or for not meeting expectations laid out in Article 19 of this Agreement.

## **Section 2: Outside Activities (Non-Employment)**

The following provisions apply to employees' personal involvement in electoral campaigns:

Given MLCV's status as a 501(c)(4), employees must get written approval by the Executive Director before running for any state or federal-level office. Due to the significant amount of time and focus required, it is unlikely the Executive Director will approve this request. If they do not receive written approval, their public announcement will be considered their automatic resignation, though they will ideally provide advanced notice to the Employer.

Employees who wish to run for local office must notify their supervisor and the Operations Director in advance of announcing candidacy so the organization can put proper guardrails in place.

Employees who wish to regularly volunteer for a state or federal-level political campaign must notify their supervisor and the Operations Director.

It is imperative that such personal involvement in campaigns must not in any way:

- Compromise MLCV independent expenditure campaigns; or
- Involve the use of MLCV's name or individual professional titles associated with MLCV. Use of MLCV name and associated staff titles is absolutely prohibited when an employee is involved personally in a campaign outside of their MLCV job. This includes, but is not limited to, doing so in a statement, on social media, in other online forums, and on paraphernalia. At all times, employees must avoid any situation where people would confuse employees' personal statements with MLCV's organizational views. Employees running for office themselves may highlight their title and work experience on campaign materials, as is typical of candidates for public office.

Before publicly weighing in on a contentious race in which MLCV has decided not to endorse,

working on an issue advocacy campaign on which MLCV has taken an opposing stance, or contradicting MLCV candidate of ballot question endorsements, employees are strongly urged to consider the impact of their actions on MLCV, including the organization's priorities, objectives, and relationships.

### **Section 3: Policies for All Outside Employment & Activities**

At all times, employees engaging in Outside Employment & Activities must comply with MLCV's policies. Any employee, regardless of position or title, who MLCV determines has violated this policy may be asked to discontinue the Outside Employment & Activities or be subject to discipline, up to and including termination of employment in accordance with Article 5 of this Agreement.

Furthermore:

- Outside Employment & Activities must be performed on employees' own personal, non-MLCV work time and cannot involve use of MLCV property, equipment, or other resources (e.g. computers, networks, databases, email, etc).
- Employees may not use MLCV's brand or reputation in connection to any Outside Employment & Activities.
- Before accepting an invitation to serve as a trustee, director, officer, or advisor for organizations connected with or relevant to an employee's work at MLCV, employees must receive the written authorization of the Executive Director.
- Honoraria or other fees for speeches or other activities done on behalf of MLCV and during work hours must be remitted to MLCV, unless otherwise agreed to in writing by the Executive Director.
- Any and all work product and intellectual property derived from MLCV funds or resulting from employment at MLCV shall remain the sole property of MLCV.

## **ARTICLE 17: UNION RIGHTS AND RELEASE TIME**

### **Section 1: Union Meetings**

Subject to availability and upon reasonable request by the Guild, MLCV shall provide space on its premises and use of its communications technology for meetings of bargaining unit employees at mutually agreeable times outside of regular work duties or functions.

### **Section 2: Conduct of Union Business by Bargaining Unit Employee-Representatives**

Upon advance request by the Guild, unit employees designated as Union representatives shall be granted reasonable time off from their work, without loss of pay, for Labor Management Committee, collective bargaining, and grievance handling. Such time off from work shall not unreasonably interfere with performance of job duties. The privacy of Union representatives' meetings with each other and/or with an employee will be respected.

Grievance meetings, collective bargaining meetings, and Labor Management Committee

meetings will be scheduled in advance in the Employer's global calendar so as to minimize scheduling conflicts for the employees involved.

### **Section 3: Additional Release Time**

The foregoing provisions in Section 2 do not preclude the parties from agreeing to additional release time on a case-by-case basis. The Labor Management Committee may review the adequacy of time provided under Section 2 of this Article at the end of the first year of the contract.

## **ARTICLE 18: 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 19: HOURS**

### **Section 1: Work Hours and Schedules**

A full time workweek is forty (40) hours per week. Depending on work requirements, more than 40 hours per week may be necessary. MLCV generally operates on a schedule of 9:00 AM to 5:00 PM, Monday through Friday. However, an employee's work schedule may differ from the Employer's normal business hours based on the nature of each job, for example, organizers may have regularly scheduled evening and weekend volunteer events that cause them to work a different schedule than other employees. While there may be external events and forces such as the Legislature and the news cycle that impact work schedules, employees should not have to unexpectedly work different hours due to lack of communication or untimely feedback by supervisors.

If an employee feels as though they regularly cannot complete everything that is expected of them within a 40 hour workweek, they should raise that with their supervisor as soon as possible.

When an employee raises this issue, the Employer will, before initiating any performance-based disciplinary/correction measures, review the employee's workload to determine whether it is reasonable and appropriate for the position held, or whether any adjustments should be made. Where the employee fails to satisfactorily fulfill a workload the Employer has determined to be reasonable and appropriate, any disciplinary action for performance deficiencies will be subject to Article 5 of this Agreement.

If an employee expects to work more than 40 hours in a given week, the employee and their

supervisor may, by mutual agreement, modify the workweek in accordance with Section 3 of this Article. Supervisors shall not unreasonably deny Flex Time requests when given reasonable advance notice.

All employees should accurately record their hours on their timesheets, and under no circumstances should an employee feel pressured to make their timesheet equal 40 hours if they performed additional work hours.

Nothing in this Article shall be interpreted to restrict the ability of the Employer to require overnight work travel, such as conference attendance or team retreats, so long as reasonable notice has been given. Article 26 provides information on how to track hours related to work travel.

Given the nature of our work, many MLCV employees have outside activities that intersect with our mission or desire to voluntarily participate in an event to support their colleagues, even if it's not required by their supervisor. There may also be optional MLCV-sanctioned gatherings outside of working hours that employees are invited to participate in but do not fit in their 40-hour workweek that an employee chooses to attend voluntarily. To that end, nothing in this Article shall be interpreted to restrict employees from partaking in voluntary activities that are in accordance with Article 16 of this Agreement, or restrict individuals from inviting their colleagues to participate in an activity in their personal capacity.

## **Section 2: Lunch**

Any employee who has a work day of longer than four (4) hours is entitled to a paid 30-minute lunch. This can be taken at any time during the day that works for their schedule.

## **Section 3: Flex Time**

All employees are eligible for Flex Time, so long as they are meeting the obligations and functions of their job and they have advance and continued approval from their supervisor. Flex Time is defined as taking time off during a workweek but then replacing that time off with hours worked at a different time and/or day within that same workweek (Sunday - Saturday) for non-exempt employees or within that same pay period for exempt employees.

## **Section 4: Respect for Personal Time**

All employees are entitled to time away from work responsibilities. There shall be no obligation for employees to work, respond to emails and work-related messages, take work-related phone calls, or be available to their supervisor outside of their working hours.

## **Section 5: Overtime Pay and Compensatory Time**

When required due to the needs of the organization, employees may be required to work more than forty (40) hours in a week.

Employees who are eligible for Overtime Pay under applicable law are classified as non-exempt. As such, non-exempt employees are prohibited from working more than 40 hours in any given workweek (or more hours than any other weekly or daily overtime-triggering threshold that may be prescribed by applicable law) without prior approval of their supervisor. As soon as a non-exempt employee anticipates the need to work more than 40 hours in a workweek (or to exceed any other applicable statutory threshold) to complete work assignments, the employee should promptly notify their immediate supervisor and ask for approval. If the supervisor agrees that overtime is necessary, the supervisor should grant approval in writing. Non-exempt employees will be paid for such approved overtime hours at the rate of 1 ½ times their regular rate of pay for every hour worked in excess of 40 hours in a given workweek (or as otherwise provided by applicable law).

If an exempt employee expects to work more than 40 hours in a week, they may talk to their supervisor about using Flex Time. If Flex Time is not a reasonable option and their supervisor and the Operations Director give advance approval to work above one-hundred (100) hours in a pay period, exempt employees will receive Compensatory Time for any hours worked above one-hundred (100) hours in a pay period. Compensatory Time will not be granted if the employee did not receive advance approval. Compensatory Time will be added to the employee's Vacation Time bank. An employee may not accrue more than forty (40) hours of Compensatory Time at any given time. Unused compensatory time will not be cashed out at any time during employment or upon separation from employment with MLCV.

## **ARTICLE 20: PAID TIME OFF**

Changes from MLCV's current policies related to this section will go into effect on January 1, 2025.

### **Section 1: Holidays**

MLCV observes and allows time off with pay for the following Holidays:

- Dr. Martin Luther King, Jr. Day – 3rd Monday in January
- Memorial Day – Last Monday in May
- Juneteenth – June 19th
- Independence Day – July 4th
- Labor Day – First Monday in September
- Indigenous Peoples Day – Second Monday in October
- Thanksgiving Day – 4th Thursday in November
- Day after Thanksgiving
- Winter Break: December 24 through January 1

If a Holiday falls on a Saturday, MLCV will observe the Holiday the day before (Friday). If a Holiday falls on a Sunday, MLCV will observe the Holiday the next day (Monday).

Nothing in this Article or elsewhere in this Agreement shall limit the Employer's ability, in its discretion, to add additional Paid Holidays.

Employees who are on leave are not eligible for holiday pay for any holiday that falls within their period of leave.

In some cases employees may be asked to work during a holiday, but the employee may decline to do so if they wish. Holiday hours worked should be balanced out with Flex Time to the extent possible. In the case that an employee works on a holiday, they can use their day off within the same pay period unless other arrangements are made with their supervisor and the Operations Director within thirty (30) days.

### **Section 2: Religious Holidays**

For employees who observe, the following holidays shall be granted:

- Rosh Hashanah
- Yom Kippur
- Good Friday
- Eid al-Adha
- Eid al-Fitr
- Diwali
- Vaisakhi

Staff may request additional paid holiday time off for any other religious holiday that they observe. An employee seeking time off for a religious holiday must notify their supervisor at least two (2) weeks prior to the religious observance.

### **Section 3: Holiday Pay**

All regular full-time and part-time employees will receive holiday pay during the Holidays listed in Section 1 and Section 2 (if observed by the employee) of this Article if the Holiday or observance of the Holiday falls on one of their standard work days and they are not on leave that day.

Employees will receive holiday pay at their regular rate of pay for the number of hours they would typically be scheduled for that day. A Holiday for a regular full-time employee shall be considered as eight (8) hours worked.

### **Section 4: Sick Time**

MLCV will provide forty (40) working hours – equivalent to five (5) working days – at their regular rate of pay, each calendar year in paid Sick Time to each full-time, regular staff member to be utilized for purposes of addressing physical and mental health needs. Regular, part-time employees will be provided with twenty-four (24) working hours of Sick Time.



Sick Time is in addition to Vacation Time and is available immediately upon an employee's date of hire. Sick Time will be prorated for new employees who start mid-year, but the new full-time employees' Sick Time bank shall never start with fewer than twenty-four (24) working hours – equivalent to three (3) working days. A new part-time employees' Sick Time bank will be prorated but shall never start with fewer than sixteen (16) working hours.

If an employee is ill during their Probationary Period and has already utilized all of their Sick Time – but doesn't have access to Vacation Time yet – the employee's supervisor may grant them advance paid Vacation Time which would be counted against the employee's allotment under Section 5 of this Article.

Sick Time may be utilized at the discretion of the employee and is granted for sickness of the individual employee, their spouse/partner, children, or other immediate family members. Sick Time can also be used for health needs, e.g. dental or medical appointments.

An employee shall notify their immediate supervisor in writing of their Sick Time as soon as they know they will not be able to come to work. All Sick Time should be sent to the Operations department to be added to a shared Out of Office ("OOO") Calendar.

Sick Time resets on January 1 of each year. At no time during or upon separation from employment with MLCV will compensation for any unused sick time be made to an employee.

### **Section 5: Vacation Time**

MLCV provides paid Vacation Time, in accordance with the provisions of this Section, for employees to rest and rejuvenate, pursue interests and travel outside of work, observe special occasions, and take time off for any other reason.

Vacation Time requests should be submitted to the employee's immediate supervisor in writing at least two (2) weeks in advance to ensure proper coverage in the employee's absence. If the employee cannot seek prior approval due to unexpected circumstances, employees shall submit the request to their supervisor as soon as they know they will not be able to come to work. All approved vacation time should be sent to the Operations department to be added to a shared OOO Calendar.

Regular, full-time employees will be granted two-hundred (200) working hours of Vacation Time – equivalent to five (5) workweeks – each calendar year.

New employees will begin to have access to their Vacation Time bank after their probationary period, and their Vacation Time will be prorated based on the date in the calendar year that their probationary period ends. Vacation Time will also be prorated for regular part-time employees.

At the time of hire, a new employee may bring forward previously scheduled vacations, special occasions (such as weddings or graduations), or other need for time off during their probationary period. The Employer will make a reasonable effort to accommodate requests based on these commitments made prior to employment with MLCV, and any such advance of Vacation Time will be counted against the employee's allotment under this Section.

Vacation Time must be taken in at least one-hour increments. Employees are not permitted to take off more than two (2) weeks at a time unless prior approval is granted by the Executive Director.

Vacation Time resets on January 1 of each year and is paid at each employee's regular rate of pay. Vacation Time cannot be "cashed out" during employment with MLCV and cannot be carried forward to future years. Vacation Time is not paid out upon termination of employment, regardless of the reason.

## **ARTICLE 21: LEAVES OF ABSENCE**

Upon completion of approved leave under this Article the employee will be allowed to return to the same or a substantially similar position at the same wage as they earned prior to the leave. Conversely, an employee who takes leave under this Article extends a good faith commitment to the organization that they will come back to their position after the leave is over. If an employee fails to return to work promptly at the end of an approved leave period, MLCV will assume the employee has resigned. No leave under this Article may exceed six (6) months.

All time-off accruals and time-off pay will be suspended during an approved leave period and will resume upon return to work. While on approved leave, an eligible employee's insurance coverage under this Agreement will continue under the same terms and conditions, including allocation of responsibility for premiums, as prior to their leave.

### **Section 1: Bereavement Leave**

Upon the death of a member of their family or loved one, employees shall receive up to one (1) workweek of leave, with pay, for days when otherwise scheduled to work. The employee shall designate when such leave shall start.

### **Section 2: Parental Leave for Bonding Time**

Regular full-time employees are eligible for paid Parental Leave for Bonding Time ("PLBT") under this Section after one (1) year of employment.

MLCV will provide up to twelve (12) workweeks of PLBT to staff who have given birth, staff with partners who have recently given birth, staff who have adopted a child, or staff who have entered into a long-term new foster care arrangement. Employees may take leave for the adoption or fostering of a child only if the child is new to the home and the child is six (6) years

of age or younger at the time. Adoption of a partner's child or children is not a qualifying event entitling an employee to leave under this Section. The employee shall have the option to use all or a portion of the twelve (12) workweeks on a part-time or intermittent schedule, and the leave shall be used within one (1) year of the child's birth or qualified adoption or fostering.

Eligible MLCV employees who give birth naturally or by C-section may use their short-term disability coverage and PLBT consecutively. If the employee pursues this option, their qualifying event date is the first full or partial day they are out of office due to medical necessity. They will not be paid during the first week of leave due to the short-term disability insurance's one week "elimination period." Sick or Vacation Time may be used, at the employee's election, to receive pay during this elimination period. After the one-week elimination period, the employee may use their short-term disability coverage during their medical recovery (see short-term disability insurance policy for details). Then, the employee may receive their twelve (12) weeks of PLBT. Employees may be on leave for a maximum of twenty (20) workweeks using a combination of short-term disability, PLBT, and/or a personal leave of absence.

Regular full-time employees who are not yet eligible for PLBT may use their short-term disability insurance if eligible (see short-term disability insurance policy for details), any Sick or Vacation Time they have accrued, and may also request a Personal Leave of Absence, as desired.

PLBT must be requested in writing (sent via email to the Executive Director, Operations Director, and employee's supervisor) and must include the anticipated length of the leave. Except in case of emergency, the request for leave must be submitted to the Executive Director at least three (3) months prior to the date on which the leave is to begin. MLCV understands that the adopting and foster parents may not be able to satisfy the request for three (3) months advance notice. To take leave under this Section the employee must receive written approval from the Executive Director.

Should two partnered employees seek leave, only six (6) weeks of their leave may overlap unless otherwise approved by the Executive Director.

PLBT is separate from and in addition to Vacation and Sick Time. PLBT may not be taken consecutively with other forms of time off or leave (except during the short-term disability elimination period) unless approved by the Executive Director. Any employee requesting and being granted PLBT will not be entitled to a second PLBT or an Extended Medical Leave within one (1) year of the initial leave without the approval of the Executive Director. PLBT cannot be "cashed out" at any time and is not paid out under this policy upon termination of employment, regardless of the reason.

### **Section 3: Jury Duty, Subpoenas, and Crime Victim Leave**

MLCV will comply with applicable law and provide time off from work as needed for jury duty, crime victim leave (court proceedings), and appearances required by subpoena. All employees must report for work if jury duty/witness hours do not conflict with work hours.

Employees will be paid for up to three (3) workweeks of jury service at their regular rate of pay minus the amount received for jury service; if the employee's service extends beyond this period, the remainder of the leave will be unpaid. This time off will not be deducted from their Vacation Time bank. The employee must inform the Operations Director the amount of pay they will receive for their jury service in order to receive their MLCV pay.

Written proof of call to jury duty and/or jury service is required in order to take this form of leave. Employees must inform their supervisor when they receive a jury duty summons. If they are chosen to sit on a jury, they must inform their supervisor and the Operations Director how long the trial is expected to last. No employee will face discipline or retaliation for jury service.

Michigan law also requires that crime victims be given unpaid time off to testify in or attend a judicial proceeding. Employees who anticipate the need for time off for such judicial proceedings may submit a request for unpaid leave to their supervisor, the Operations Director, and the Executive Director. MLCV will consider such requests on a case-by-case basis. Sick or Vacation Time, may be used under any of these circumstances as well.

### **Section 4: Military Leave**

Employees will be provided unpaid leave for military service as required by and in accordance with the specific terms and conditions of applicable state and federal law.

When an employee's military leave ends, that employee will be reinstated to the position they would have held if continuously employed, as long as the employee meets the requirements of federal and state law. Employees who are called to military service must tell their supervisors and the Operations Director as soon as possible that they will need to take military leave.

### **Section 5: Sabbatical Leave**

Regular full-time employees are eligible for a six (6) workweek paid sabbatical after completion of five (5) years of employment with MLCV and again after every subsequent five (5) years of employment. A sabbatical allows for a time for the employee to rejuvenate and try new things that are otherwise difficult to schedule around work. MLCV strongly encourages eligible employees to take all of their sabbatical time at once, but it is not required.

Eligible employees, in consultation with their supervisor and the Executive Director, should select a period that is most compatible with the normal work cycle and needs of the Employer. Six (6) months' notice is required so that the employee and Employer can plan accordingly. The Employer reserves the right to deny a sabbatical based on organizational needs.

By taking a sabbatical, the employee agrees to remain with the Employer for at least twelve (12) additional months after taking this benefit (starting from the last day of sabbatical taken) or, if they resign from the organization voluntarily – and not related to a Reduction of Force as outlined in Article 10 of this Agreement – within twelve (12) months of taking this benefit, reimburse the organization for all wages paid during the sabbatical. Sabbaticals are separate from and in addition to Vacation Time. A sabbatical may not be taken consecutively with another form of leave or Vacation Time unless approved by the Executive Director.

Should an employee work part-time or take more than ninety (90) business days of leave during the accrual period, their sabbatical eligibility date will be delayed by that number of days. (Note: for paid or unpaid leaves Michigan LCV will subtract 90 from the total number of business days.)

In no circumstances may an employee take two sabbaticals within a twelve (12) month period . Should an employee not take a sabbatical within five (5) years of their eligibility date, they are no longer eligible for that sabbatical (but may be eligible for a new sabbatical, as described above). Unused sabbatical time cannot be “cashed out” at any time and is not paid out upon termination of employment, regardless of the reason.

#### **Section 6: Extended Medical Leave**

Regular full-time employees are eligible for Extended Medical Leave under this Section after one (1) year of employment.

Eligible MLCV employees are entitled to take up to six (6) workweeks paid leave for medical reasons. The employee must provide a physician’s note substantiating that the employee is temporarily unable to work and providing an expected timeline for resolution of the relevant medical condition(s) and return to work.

The qualifying event date is the first full or partial day the employee is unable to work due to medical necessity. Extended Medical Leave must be requested in writing and must include the anticipated length of the leave. Except in case of emergency, the request for leave must be submitted to the Executive Director three (3) months prior to the date on which the leave is to begin. The Executive Director must approve the leave in writing.

In order to return to work after an Extended Medical Leave, the employee must provide a return to work note from their physician.

Extended Medical Leave is separate from and in addition to Vacation and Sick Time. Extended Medical Leave may not be taken consecutively with other forms of time off or leave (except during the elimination period or if the leave was not anticipated) unless approved by the Executive Director. Any employee requesting and being granted Extended Medical Leave will not

be entitled to a second Extended Medical Leave or Parental Leave for Bonding Time within one (1) year of the initial leave without the approval of the Executive Director. Extended Medical Leave cannot be “cashed out” at any time and is not paid out under this policy upon termination of employment, regardless of the reason.

#### **Section 7: Personal Leave of Absence**

The Employer, at its discretion, may consider a request for a Personal Leave of Absence (PLOA) without pay for regular full-time or part-time employees if the leave is not otherwise covered by this Agreement, such as to care for a seriously ill family member, to handle an employee's own medical issues, or to handle issues relating to a family member's call to active duty in the military. All requests for planned PLOA must be submitted in writing to the Executive Director and must be approved in writing.

Any regular employee who is not in their probationary period is eligible to apply for a PLOA. If the initial period of approved PLOA proves to be insufficient, the Employer will give consideration on a case-by-case basis to the employee's request for an extension of their originally approved PLOA.

### **ARTICLE 22: WAGES**

#### **Section 1: Wages**

All Bargaining Unit employees will be hired at either Step 1 or Step 2 (based on experience) and will receive seniority increases based on years in position level at MLCV, in accordance with this Article. Upon receiving a job offer at MLCV, the prospective employee will receive a copy of the chart with their position so they understand what step they are being hired in at. While a prospective employee can negotiate with the Employer if they feel they have paid and direct experience that warrants a different step, the Employer makes the final decision regarding step placement at time of hire.

During their employment at MLCV, each employee's wage under the chart set forth in this Article will be determined by applying the following formula: (Employee Step When Started in New Position Level) + (Numbers of Years in Position Level).

For all employees who were hired prior to and are employed on the date this Agreement is signed (the Effective Date), Appendix A indicates the step placement for each such current employee once this Agreement takes effect. Wage adjustments for such employees to conform to Appendix A will go into effect for the first full pay period following the Effective Date of this Agreement and will not be retroactive.

For purposes of subsequent adjustments corresponding to completion of two-year periods of service in a given Position Level (PL) under the chart below, increases will go into effect the first day of the first pay period following the employee's biannual Position Level start date.

Wages are outlined in the chart below. During the term of this Agreement, the wage amounts in this chart will be updated each calendar year on January 1 to reflect the COLA changes outlined in Section 2 of this Article.

Position Level Key:

- PT Org: PT Organizers, Associates, & Aides
- Org: Organizers, Associates, & Aides
- Coord: Coordinators & Administrators
- Mgr: Managers

<b>Wage Chart for Bargaining Unit Employees</b> <b>Experience defined as paid and direct.</b> <b>Note: Part-time and non-exempt employees will be paid the hourly equivalent of the wage listed.</b>						
<b>Position Level (PL)</b>	<b>Starting</b>	<b>2 Years in PL</b>	<b>4 Years in PL</b>	<b>6 Years in PL</b>		<b>Max</b>
<b>PT Org: Step 1 (0-2 yrs exp)</b>	\$47,000	\$51,000	\$55,000	\$59,000		\$65,000
<b>PT Org: Step 2 (3+ yrs exp)</b>	\$51,000	\$55,000	\$59,000	\$63,000		\$65,000
<b>Org: Step 1 (0-2 yrs exp)</b>	\$50,000	\$54,000	\$58,000	\$62,000		\$70,000
<b>Org: Step 2 (3+ yrs exp)</b>	\$54,000	\$58,000	\$62,000	\$66,000		\$70,000
<b>Coord: Step 1 (0-4 yrs exp)</b>	\$62,000	\$66,000	\$70,000	\$74,000		\$80,000
<b>Coord: Step 2 (5+ yrs exp)</b>	\$66,000	\$70,000	\$74,000	\$78,000		\$80,000
<b>Mgr: Step 1 (0-4 yrs exp)</b>	\$74,000	\$78,000	\$82,000	\$86,000		\$102,000
<b>Mgr: Step 2 (5+ yrs exp)</b>	\$78,000	\$82,000	\$86,000	\$90,000		\$102,000

If an employee is promoted to a new position level and the starting wage of that position level is equal to or lower than to their current wage, they will receive a \$5,000 increase (prorated for part-time employees).

Should MLCV create a new position in the bargaining unit, MLCV and the Guild will collectively bargain the position level prior to the position being posted.

Should an existing job be modified to the extent that a dispute arises between the parties as to the appropriate position level for such a modified job, MLCV and the Guild will meet to resolve the dispute and/or collectively bargain the position level for that modified position.

Nothing in this Article restricts the Employer's ability to change a job title, but the Guild shall be notified of the job title change. If the job title change is accompanied by a substantial change in job responsibilities and description, MLCV and the Guild will collectively bargain the position level.

If agreement on the appropriate position level cannot be reached, the Guild may submit the dispute to final and binding arbitration under Article 6 of this Agreement. The new position level shall be effective upon the date the employee officially started the new or modified job.

Nothing in this Agreement shall prevent the Employer, in its sole discretion, from granting wage increases, bonus payments, and other compensation in addition to the wages set forth in this Article. The Guild will be notified at the time such increases, bonus payments, or other compensation is made.

There shall be no reduction in wages during the life of this Agreement.

### **Section 2: Cost-of-Living Adjustments (COLA)**

During the term of this Agreement, every member of the Bargaining Unit will receive a Cost-of-Living Adjustment (COLA) of 3% or the federal CPI rate, whichever is higher, capped at 5%, effective the first day of the first full pay period in January of each year, starting in 2026.

### **Section 3: Bonuses**

Upon the ratification of this Agreement, all members of the Bargaining Unit will receive a \$1,200 bonus.

Any other bonuses will be at the discretion of the Executive Director.

## **ARTICLE 23: INSURANCE**

All benefits referenced in this Article are administered in accordance with the eligibility requirements and other provisions of the relevant benefit plans and insurance policies ("Plan



Documents”) and in compliance with applicable laws. In the event of any difference between the Plan Documents and any benefits summary or description elsewhere, the provisions of the Plan Documents shall control.

### **Section 1: Medical, Dental, and Vision Insurance**

Regular, full-time employees are eligible to receive full health care benefits, including health insurance, dental insurance, and vision insurance in accordance with the plans maintained by the Employer. For all eligible employees who choose to enroll in the Employer’s plans, the monthly insurance premium cost is 100% paid in full by MLCV for the employee’s coverage. Coverage is effective on the eligible employee’s first day of employment.

Eligible employees may enroll dependents on the Employer’s insurance plan. Dependents can include children for which the employee is a legal guardian, and the employee’s legal spouse. MLCV will pay for 50% of the total monthly premium cost for each dependent enrolled and the employee will pay the other 50%. The employee’s dependent coverage obligation is deducted from each paycheck received after the premium price is determined and billed to the Employer. The Union shall be included in annual discussions with the insurance broker concerning renewal options and any changes to the plan(s) for the following year. In the event of a disagreement between the parties regarding proposed changes to health care benefits or plans during the term of this Agreement that cannot be resolved through negotiation, the Guild may seek arbitration in accordance with Article 6 of this Agreement.

### **Section 2: Life Insurance**

MLCV will provide Life and AD&D (accidental death and dismemberment) insurance coverage for all regular full-time employees, with 100% of the monthly insurance premium paid by the Employer, beginning on their first day of employment. Employees must complete enrollment paperwork to be eligible for this benefit.

### **Section 3: Short-Term Disability**

MLCV will provide regular full-time employees with short-term disability insurance, beginning on their first day of employment, that includes a monthly benefit of 60% of the employee’s wage (up to \$1,500 per week) for up to twelve (12) weeks in the event that a short-term disability causes the employee to become ill or injured. MLCV will pay 100% of the monthly insurance premium for short-term disability insurance. Employees must complete enrollment paperwork to be eligible for this benefit.

### **Section 4: Long-Term Disability**

MLCV will provide regular full-time employees with long-term disability insurance, beginning on their first day of employment, that includes a monthly benefit of 60% of the employee’s wage (up to \$6,000 per month) in the event of a qualifying long-term disability under the terms of the plan. MLCV will pay 100% of the monthly insurance premium for long-term disability insurance. Employees must complete enrollment paperwork to be eligible for this benefit.

### **Section 5: Workers' Compensation**

If an employee suffers from an illness or injury that is related to their work, they may be eligible for workers' compensation benefits. Workers' compensation will pay for medical care and lost wages resulting from job-related illnesses or injuries in accordance with applicable law and the terms of the insurance program. If an employee is injured or becomes ill through work, they should inform the Operations department immediately regardless of how minor the injury or illness might be. To find out more about workers' compensation coverage, contact the Operations team.

## **ARTICLE 24: RETIREMENT**

All retirement benefits referenced in this Article are administered in accordance with the eligibility requirements and other provisions of the relevant benefit plan ("Plan Documents") and in compliance with applicable laws. In the event of any difference between the Plan Documents and any benefits summary or description elsewhere, the provisions of the Plan Documents shall control.

MLCV will provide employees with the option to participate in a retirement plan. All employees will be eligible for participation in the plan beginning on their first day of employment.

For each regular full-time employee participant in this retirement plan, MLCV will match employee contributions up to 3%.

## **ARTICLE 25: WORKING CONDITIONS AND LOCATION**

MLCV shall provide a safe, violence-free workplace for its employees. The Employer shall be responsible for providing Employees with the resources necessary to do their work, as well as providing for a safe, harassment-free, and comfortable work environment.

### **Section 1: Location of Work**

Employees may work remotely from home, on the road, or in a satellite location 1) if the specific remote work arrangement is approved in advance by their supervisor, 2) if their required duties can be performed effectively with basic hardware and software, 3) as long as they can demonstrate that they can fulfill all of the functions of the job from their remote location, and 4) as long as the Employer classifies their job as one that can be performed remotely.

Due to the nature of our work, some roles within the Employer require frequent in-person work. An employee's supervisor reserves the right to require employees work in-person, either at an MLCV office or a different location.

Employees shall be granted access (ie. key and security codes) to their Primary Office(s), as defined in Section 2, for work purposes, and if an employee desires to work regularly in-person, a reasonable effort will be made by the Employer to grant the employee a desk and chair that can be theirs to sit at, aside from a conference room or communal table.

### **Section 2: Office Working Conditions**

When MLCV employees are working at a MLCV office, they are entitled to a comfortable work environment. This means that utilities are functioning at their expected levels, including but not limited to heat and air conditioning, power, internet, air quality, and sewer. The Employer will not reject reasonable requests to work remotely if the work environment is not up to these standards. Alternatively, the Employer may designate an alternative in-person working location.

MLCV employees that are required, due to the nature of their work, to work at a physical office location on a regular basis are entitled to a desk and chair that can be theirs to sit at, aside from a conference room or communal table, unless space is a limiting factor.

## **ARTICLE 26: TRAVEL**

Changes to MLCV's current policies will take effect the first full month following the Effective Date of this agreement.

### **Section 1: Travel Time**

Employees should record travel time on their timesheets. Travel time is defined as any time spent traveling for Employer-approved work in the middle of the work day, or any time spent beyond 30-minutes driving to and from your work-related destination at the start and end of your day, unless the travel is to the employee's Primary Office(s). Time spent commuting from the employee's home to their Primary Office(s) is not considered travel time. The employee's Primary Office(s) is defined as any Michigan LCV office within a 30 minute or 25 mile (whichever is greater) drive of their home and/or where they work at least 3 days per month on average.

Nothing in this Article shall be interpreted to restrict the ability of the Employer to require overnight work travel such as conference attendance or team retreats so long as reasonable notice has been given. For the purposes of tracking hours, one day at a team retreat, or overnight work conference, or traveling to or attending a work event should equal eight (8) working hours. Hours spent doing required work activities may be counted, if approved by the employee's supervisor, in addition to the eight (8) hour limit.

Examples:

- If an employee is working at their Primary Office, that commute between their residence and their Primary Office is not considered travel time.
- If an employee is attending an MLCV Quarterly All-Staff Meeting, which is 2 hours away, 1 ½ hours each way is considered travel time.

- If an employee is working from Location A and then has to go to Location B (45 minutes from Location A) at some point in the work day for a meeting, the 45 minute drive between Location A & B is considered travel time.

## **Section 2: Mileage Reimbursement**

Employees who use their personal automobile for MLCV business will be reimbursed the cost of reasonable business mileage exceeding 20 miles roundtrip, unless en route to the employee's Primary Office (defined in "Travel Time" above and not reimbursable). MLCV will reimburse individuals at the IRS rate per mile for trips. This rate is an all-inclusive reimbursement for the business use of a personal vehicle; therefore, MLCV does not reimburse out-of-pocket costs for gas, oil, etc. For trips over 200 miles roundtrip, the employee must 1) receive approval from their supervisor to travel and 2) work with the Operations team to determine whether using a rental car or personal car is more cost effective; should an employee decline to use a rental car when it is more cost effective, their travel reimbursement will be capped at the estimated cost of the rental car. Mileage reimbursements must be submitted by the end of each month for travel that occurred that month. Reimbursements will be processed within two (2) weeks of the due date.

## **Section 3: Parking and Other Modes of Transportation**

All reasonable parking costs, car rental (including gas), airfare, road & bridge tolls, and public transportation fares, incurred by an employee in Employer-approved travel for work will be reimbursed. MLCV will reimburse rideshares and taxis during out-of-state business travel as well as for travel to and from the airport and rental car pick-up locations. Employees must follow MLCV's travel-related policies and procedures. MLCV will not reimburse the cost of towing, traffic tickets, parking tickets, or other violations. Where possible, the Employer will make every effort to cover these reimbursable expenses ahead of time (ie. airfare, car rentals etc) so the employee does not need to front the cost.

Should an employee use a taxi or rideshare service on MLCV business that is not for one of the reimbursable occasions above, MLCV will reimburse the employee for miles traveled at the applicable mileage rate(s) as set forth above.

## **Section 4: Out-of-Town and Overnight Travel**

In addition to transportation expenses, when employees are traveling overnight or out-of-town for work, MLCV will cover the cost of the following from the time of departure until arrival home:

- Lodging: Traveling employees are entitled to decent, safe lodging while traveling overnight with MLCV. No employee will be required to share a bed.
- Meals and Gratuities:
  - If meals are provided as part of specific business meetings, training programs, or hotels, MLCV will not cover additional meal costs unless there is a reason that an alternate meal is required (ie. dietary restrictions or having a work-related meeting).

- If an individual is traveling overnight with MLCV, they are entitled to have the cost of their meals covered up to the U.S. General Service Administration's per diem rate for each meal.
- For meals served by tipped workers, MLCV employees will add no more than 20% gratuity.
- Other business-related expenses as approved in advance.

As responsible and prudent stewards of charitable gifts, all individuals must use good judgment in the use of MLCV funds and to follow the organization's policies and procedures. Individuals shall be cost conscious in selecting the appropriate service and shall take advantage of reduced rate opportunities in air, hotel, and land travel arrangements by appropriate planning, scheduling, and use of corporate accounts.

## **ARTICLE 27: NO STRIKE, NO LOCKOUT**

Neither the Union nor any employee shall induce, engage in or condone any strike, slowdown or work stoppage during the term of this Agreement. The Employer shall not lock out its employees during the term of this Agreement.

## **ARTICLE 28: MISCELLANEOUS**

### **Section 1: Pay Period and Paychecks**

For pay purposes, the workweek is a seven (7) day period, which begins on Sunday and ends on Saturday. Employees are paid biweekly (26 pay periods per year), and if a pay day falls on a federal holiday, employees may receive their paycheck on the preceding workday.

If there is an error in an employee's paycheck, the employee should report this to the Operations Director immediately. Either a new check correcting the error will be issued, or the error will be corrected by an adjustment on a later paycheck.

Paychecks are prepared with the employee as the only payee. Payment is made to employees via direct deposit, with employees receiving a pay stub showing their pay and withholdings required by law.

### **Section 2: Out-of-Pocket Expenses**

The Employer seeks to limit employees paying for MLCV business expenses out of pocket. In instances where this is not possible, the Employer shall reimburse all legitimate business expenses of the employee incurred in the service of the Employer, in accordance with MLCV's expense reimbursement policies and procedures. Individuals can submit all reimbursable expenses with receipts on a monthly basis.

Employees must submit reimbursements by the end of the month during which the expense was incurred. Should a regular (not mileage) reimbursement total \$50 or more, an employee may submit a reimbursement request to the Operations Director before the scheduled reimbursement due date, and the Operations team will process it with the next Accounts Payable.

### **Section 3: Technology Stipend**

MLCV will provide employees with a \$25 per paycheck stipend to offset the cost of Internet or other technology items. This change will take effect the first full pay period following the Effective Date of this agreement.

### **Section 4: Lactation Accommodation**

When MLCV requires employees to work from a location other than their home, MLCV will support employees to find a private lactation location where they can express milk or nurse their children, if desired.

For lactating employees who are required to take overnight travel, MLCV will provide reimbursement for the cost of shipping their expressed milk home in dry ice by overnight delivery.

### **Section 5: Respecting Union Picket Lines**

All MLCV employees have the right to respect union picket lines and will not be expected to cross one in pursuit of executing their work duties at MLCV. Provided, however, that nothing in this Section shall excuse any strike, work stoppage or other conduct by the Guild or any employees against the Employer in violation of Article 27.

### **Section 6: Entire Agreement**

This CBA contains the entire understanding, undertaking, and agreement of the Employer and the Union and finally determines all subjects and matters of collective bargaining for its term. Any changes to the CBA must be reduced to writing and executed by both the Employer and the Union to be effective. During the term of this Agreement, neither party shall be obligated to bargain over any matter covered by this Agreement, or over any mandatory subject of bargaining that was raised or could have been in the negotiations preceding this Agreement.

### **Section 7: Laws & Regulations**

If any term or provision of this CBA is held by a court or administrative agency to be in conflict with any law or regulation, such term or provision will continue in effect only to the extent permitted by law or regulation, without affecting or impairing any other term or provision of this CBA. In the event of such a holding, the Parties will enter into collective bargaining aimed at agreement on a mutually satisfactory replacement provision or other resolution, and all other terms of this Agreement will remain in full force and effect during any such negotiations.

**Section 8: Conflicts with Employee Handbook**

To the extent there are conflicts between this CBA and the Employer's Employee Handbook, as it may be amended from time to time, this CBA will govern with respect to employees covered by this CBA.

**ARTICLE 29: DURATION****Section 1: Length of Contract**

This contract shall commence on the 1st day of September, 2024 and expire on the 31st day of August, 2027, and shall continue in effect from year to year thereafter unless written notice of desire to amend this Agreement is served by one party upon the other, not less than sixty (60) days and not more than ninety (90) days prior to the expiration date or the same date of any subsequent contract year.

**Section 2: Successor Agreement**

This Agreement shall be binding upon the parties hereto, and shall be binding upon any successors or assignees by merger, consolidation, or otherwise, of either party.

**Section 3: Evergreen**

When notice of desire to negotiate is provided pursuant to Section 1 of this Article, the terms and conditions of this contract shall remain in effect until such negotiations are lawfully terminated.

**SIGNATURES**

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**Signature**

\_\_\_\_\_  
**Name**

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**Title**

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**Signature**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Title**



## **APPENDIX A: STEP PLACEMENT OF EXISTING UNIT EMPLOYEES**

### **Organizers, Associates, Aides**

- Amanda Costello
  - Step 2
- Victor Jimenez
  - Step 2
- Myke King
  - Step 1
- Rachael Rewitzer
  - Step 1

### **Coordinators & Administrators**

- Jace Bylenga
  - Step 1
- Wesley Wilson
  - Step 2
- Ethan Petzold
  - Step 2
- Roslyn Ogburn
  - Step 2
- Zach Simón
  - Step 2
- Logan Vorce
  - Step 1
- Nina Wimberley
  - Step 2

### **Managers**

- Margy Belchak
  - Step 2
- Suzanne Van Dam
  - Step 2
- Arye Shannon-Carmichael
  - Step 1
- Abby Fischer
  - Step 1
- Evelyn Maidlow
  - Step 2
- Samantha Schubert
  - Step 1
- Roland Leggett
  - Step 2