## ARTICLE XV – NON-DISCRIMINATION

Neither the Company nor the Union shall discriminate against any employee covered by this Agreement on the basis of <u>age</u>, race, color, religion, sex (including pregnancy, childbirth, reproductive health decisions, breastfeeding, or related medical condition), marital status, family responsibilities, genetic information, gender identity or expression, sexual orientation, national origin, ancestry, disability, veteran status, political affiliation, union activities or sympathies, or any other characteristic prohibited by law or the Company's policies.

There shall be no coercion or intimidation by the Union or the Employer against any bargaining unit member because of dues paying status or engagement in legitimate activities on behalf of the Union.

## ART. VI ESTABLISHMENT OF NEW TITLES

ARTICLE VI - ESTABLISHMENT OF NEW TITLES

In the event that Catalist creates a new job track or job title in the bargaining unit, Catalist shall give the Union notice of the new job track or job title and the temporary minimum salary it has established for the job track or job title. This minimum salary shall be no lower than the minimum salary established for the bargaining unit in Article VII - Wage Schedules, Section (A). The Union shall have thirty (30) days from the date of notice to request and bargain over such salary. If the Union does not make a request to bargain within thirty (30) days of notice from Catalist, the temporary minimum salary shall become permanent.

## **READY TO TA 9.22.25**

# ART. XIX NO STRIKE / NO LOCKOUT

## ARTICLE XIX - NO STRIKE / NO LOCKOUT

During the term of this Agreement, neither bargaining unit employees nor the Union shall cause, authorize, participate in, condone, threaten, sanction, or ratify any strike (whether sit-down, stay-in, sympathy, general, unfair labor practice, or any other kind), slow-down, walk-out, picket, work stoppage, sick out, boycott, concerted refusal to work overtime, or any other concerted interference with the Employer's business or the operation or conduct thereof. During the term of this Agreement, the Employer shall not lock out bargaining unit employees, either physically or digitally.

# **READY TO TA** 9.22.25

## CWA COUNTER-PROP. 3.2 -ART. III PAYROLL DEDUCTION OF DUES

(CWA reserves the right to add to, delete, or modify this proposal, in any manner, during these 2025 negotiations.)

A. The Employer shall collect Union dues semi-monthly through payroll deductions from the employee's pay, beginning in the next open semi-monthly payroll period following receipt of a written or digital authorization form signed by the employee and delivered by the Union to the Employer. 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 shall electronically remit the amount so deducted to the designated representative of the Union on a monthly basis by the tenth (10th)\_working day in the month following the month in which the dues were collected and furnish the Union a list of employees for whom such deductions have been made and the amount of each deduction.

- B. The Employer shall bear all administrative costs of dues deduction as set forth in A above, except that the Union agrees to print the dues deduction authorization cards and/or provide a digital version of the form.
- C. \_Separately, by the tenth (10<sup>th</sup>) working day of the month, the Employer shall send a list of all bargaining unit employees to the Local Union representative\_that contains the following information:
  - Full legal name
  - Preferred name
  - Mailing address
  - Personal email address
  - Personal phone number
  - Job title and level
  - Wage rate
  - Department
  - Supervisor
  - Employee ID
  - Date of hire

D. The Union indemnifies the Employer and holds it-harmless against any and all claims, demands or other forms of liability brought against the Employer by any party that may arise out of any action taken by the Employer in fulfilling the terms of paragraphs A and B, including liability for any refund of all or any part of the dues and/or initiation fees deducted from the wages of any employee and transmitted to the Union pursuant thereto. The Employer shall promptly notify the Union of any claim for such refund and the Union shall thereupon refund such amounts to the Employer within ten (10) business days and bear all other responsibility therefor including, without limitation, payment of all costs and expenses, including reasonable attorneys' fees and court costs, in connection therewith.

## **ARTICLE XIV – BEREAVEMENT LEAVE**

The Employer shall provide each employee up to five (5) paid days to make arrangements for/attend the funeral of a family member. Family members include:

- Spouse
- Domestic Partner
- Child/stepchild and anyone for whom the employee has legal custody
- Stillbirth or miscarriage
- Parent/stepparent/foster parents/parent-in-law
- Siblings
- Grandparent
- Grandchild
- Any of these of a Domestic Partner or Spouse

In limited circumstances, bereavement leave may also be granted in the event of the death of any other individual.

If an employee needs such leave, they shall notify their immediate supervisor and Human Resources of their need to take bereavement leave, including the number of days needed, and submit a request for approval. Bereavement days do not have to be taken consecutively. If necessary, the Employer will work with employees on a case-by-case basis to approve additional paid days.

DATE PRESENTED: 10.27.25

TIME:

#### PACKAGE #1

#### **READY TO TA**

## CWA PROPOSAL 10.1-ARTICLE XII- PARENTAL LEAVE

(\*\*\*CWA reserves the right to add, delete, modify or change, in any manner, this proposal during these 2025 negotiations \*\*\*)

The following is a complete package offer. All offers contained herein are contingent upon acceptance of the package as a whole.

Employees shall receive twelve (12) weeks paid leave for the birth, adoption, or placement of a foster child. This leave must be taken within the first year of the child's birth, adoption, or placement. Parental leave can be used nonconsecutively and in conjunction with additional vacation leave if requested in advance of parental leave. Approval to use parental leave must be in writing signed by the employee's Department Director, and submitted to the Human Resources Department. An eligible employee who wishes to request parental leave under this policy shall consult and coordinate with their Department Director as to the specific days being requested.

#### **Catalist**

# Best and Final Comprehensive Package Proposal October 29, 2025

The following is a best and final comprehensive package proposal from Catalist to reach an overall agreement on a successor collective bargaining agreement. Catalist requests a response to this package by November 4<sup>th</sup>. If no response is received or if this package is not accepted in its entirety by November 4<sup>th</sup>, Catalist reserves the right to modify or withdraw this package and revert to its last position on each proposal prior to the date of this package proposal.

- 1. Union Representation Catalist 10/29 proposal
- 2. Discipline and Discharge Catalist 9/29 proposal
- 3. Sick Leave Catalist 10/29 proposal/Tentative Agreement
- 4. Grievance Catalist 9/29 proposal
- 5. Arbitration confirm TA
- 6. Holidays Catalist 10/29 proposal
- 7. AI Tools Catalist 10/29 proposal
- 8. Vacation Catalist 6/27 proposal
- 9. Wages and Term Catalist 10/29 proposal
- 10. Layoffs and Severance Catalist 10/29 proposal
- 11. Benefits Catalist 10/14 proposal
- 12. Compensatory Time Catalist rejects this proposal
- 13. Management Rights Catalist 10/29 proposal
- 14. Remote Work Catalist 5/29 proposal

## **ARTICLE V - UNION REPRESENTATION**

- A. Within thirty (30) days of the ratification of the Agreement (and any time there are changes thereafter), the Local shall provide written notice to the Employer of the individuals who are designated as Union Stewards.
- B. Up to two (2) duly authorized Union representatives shall be permitted to access the Employer's facility at the same time to confer with the Employer and/or employees for the purpose of verifying the performance of this Agreement, provided that such representatives provide twenty-four (24) hours' advance notice, except in urgent circumstances, of the visit to Human Resources or their designee, comply with all visitation rules, and do not interfere with the work to be performed by the employees.
- C. The Employer shall provide the Union with a bulletin board in a mutually-agreeable location in its facility for the Union to post Union notices. The Union bulletin board shall be plainly designated as the Union's bulletin board. The Union bulletin board shall be confined to use by the Union for announcements, including but not limited to such matters as announcements of Union meetings, updates on Union activity, social functions, contact information for the Local, nomination and election of Union officers, etc. Only bargaining unit union representatives can post or remove documents from the bulletin board.
- D. For each of the following meetings. an employee will be permitted to have one (1) Union Steward present, who shall be granted time off with pay to attend during working hours: grievance meetings with the Employer, investigatory meetings that the employee reasonably believes may lead to their discipline, orientation meetings, and meetings at which discipline is announced. For grievance meetings, an employee will be permitted to have up to two (2) Union stewards-representatives present, defined as one (1) Steward from the bargaining unit and one (1) representative from the Local or National union. The Steward shall be granted time off with pay to attend the grievance meeting. All other Steward activities shall be conducted outside of working hours.

- E. One (1) Union Steward may arrange to meet with new employee(s) who are hired or transferred into the bargaining unit within thirty (30) days of their start of employment in the bargaining unit. The purpose of the meeting shall be to furnish them with information about the Union and the collective bargaining agreement. The meeting will be limited to a maximum of thirty (30) minutes. The orientation meeting shall take place on a date and time mutually-agreed upon by the Employer and the Union Steward.
- F. The Employer will allow up to four (4) bargaining unit members time off with pay to attend bargaining sessions for a successor agreement.
- G. If the needs of the business allow, in the sole determination of the Employer and-if the Union has given at least five (5) business days' notice, Union Stewards may be excused without pay for seven (7) days per calendar year to attend to Union business. If a Union Steward has a need to request more than seven (7) days for Union business, they can submit a request for such days in accordance with the first sentence of this paragraph. The Employer may limit the number of employees who can take Union leave at any one time based on staffing levels and workload. The Employer shall respond to any Union leave request within two (2) business days of the request. If the Employer denies the release of any employees, it shall provide an explanation of the denial.

## ARTICLE \_\_\_\_ - DISCIPLINE AND DISCHARGE

A. Newly-hired employees shall have a probationary period of one hundred eighty (180) days. During the probationary period, employees may **be disciplined or discharged without just cause** and any discipline or discharge during the probationary period shall not be subject to Article \_\_\_\_\_, Grievance or Article \_\_\_\_\_, Arbitration. No post-probationary employee shall be disciplined or discharged without just cause. If discipline or discharge is issued to a probationary employee, the Employer will provide to the Union and Employee a written summary stating the reason for the action. No post-probationary employee shall be disciplined or discharged without just cause.

B. Any absence(s) which exceeds five (5) consecutive days, including authorized leave(s), during the probationary period shall extend the probationary period by the total amount of such absence(s) and/or leave(s). The Employer will notify the Union prior to the probationary period being extended.

BC. The Employer shall follow the principle of progressive discipline. However, the Employer and the Union acknowledge that progressive discipline may not be warranted in all circumstances (meaning, a higher step of discipline, including immediate termination, may, apply).

#### **ART.XI- SICK LEAVE**

- A. All employees shall be granted eight (8) days of sick leave with pay upon hire and\_on their anniversary each year.
- B. Employees may carry over unused sick leave to subsequent years of employment. Employees may use a maximum amount of eight (8) days of sick leave a year, unless otherwise provided by applicable law. Unused sick leave shall not be paid to employees upon separation of employment.
- C. If the Employer revises its existing policy to increase sick leave for non-represented employees, then it shall provide the same increase to bargaining unit employees.
- D. The Employer may require employees to provide <u>verification</u> reasonable certification of paid leave of three (3) or more days.

## E. Waivers:

- 1. The requirements of the Washington D.C. Paid Safe and Sick Leave Act are waived pursuant to DC Code § 32-531.06(b) because at least three (3) paid leave days are provided herein.
- 2. The requirements of the New York City Earned Sick and Safe Time Act are waived pursuant to N.Y. Admin. Sec. 20-916 and the requirements of the New York State Paid Sick Leave Law, New York Labor Law § 196-b are waived because comparable benefits are provided in this Agreement, including but not limited to, the benefits contained in this Article.
- 3. The requirements of the Seattle Paid Safe and Sick Time Ordinance are hereby waived pursuant to Sec. 14.16.120 because comparable benefits are provided for in this Agreement, including but not limited to, the benefits contained in this Article.

Catalist Counterproposal 10.14.25 (revised 10.29.25)

- 4. The requirements of the Colorado Healthy Families and Workplaces Act (§ 8-13.3-401 et seq.) are expressly waived pursuant to § 8-13.3-415 because this Agreement provides for equivalent or more generous paid sick leave benefits.
- 5. Pursuant to Section 12W.9 of the San Francisco Administrative Code, the Union, on behalf of employees covered hereunder, expressly agrees to waive the sick leave obligations set forth in said Section 12W.

F. No bargaining unit employee shall receive fewer than eight (8) days of sick leave in any year of service as a result of a change in law in the jurisdiction in which they reside

#### **ARTICLE XVIII - GRIEVANCE PROCEDURE**

A. Any dispute or controversy arising out of, or in connection with, the application or interpretation of this Agreement (hereinafter, a "grievance"), shall be settled by and between the duly authorized representatives of the Union and the Employer. All grievances must be in writing and specify the contract provision that is alleged to have been violated, the issue being grieved, and the relief sought and must be delivered to the Office of General Counsel or their designee no later than-twenty (20) business days from the date that the facts giving rise to the grievance were known or should have been known with the exercise of due diligence. The Union shall also send a request for any information it is seeking, within two (2) business days of submitting the grievance. The Employer shall use reasonable efforts to respond to Union information requests for relevant information at least three (3) business days prior to the Step One grievance meeting.

## STEP ONE

A. The Employer (generally, the employee's immediate supervisor and Human Resources) and the Union shall meet to discuss the grievance within ten (10) business days of the receipt of the **grievance**. Nothing herein shall preclude a Union Steward and/or Local Representative from discussing a potential or pending grievance with the Employer, but such discussion(s) shall not extend any time periods set forth in this paragraph.

B. The Employer will provide a written Step One response within five (5) business days after the meeting.

## **STEP TWO**

A. Any grievance not settled by the duly authorized representatives of the Union and the Employer may, within five (5) business days following the receipt of the Employer's Step One written response, be escalated to the employee's Department Head (or their designee) and Human Resources (or their designee).

Catalist Counterproposal 9.22.25 (sent by email 9.29.25)

B. Within <u>five (5)</u> business days, the Union and Employer shall meet to discuss the grievance. The Employer shall provide a written Step Two response within five (5) business days after the meeting.

C. If the grievance is not resolved following the Step Two meeting, the Union may submit the grievance to arbitration pursuant to Article \_\_\_\_, Arbitration.

D. In the event the time periods set forth in in this Article are not adhered to, then the grievance shall be barred and there shall be no right to arbitration. The Employer-and the Union may extend the time limits set forth in this Article above by mutual written agreement.

E. No individual employee may initiate any grievance or arbitration proceeding or move to confirm or vacate an arbitration award.

## ARTICLE \_\_\_\_ - ARBITRATION

A. Any grievance not settled by the duly authorized representatives of the Union and the Company shall, at the option of either party, within—twenty (20) calendar days of the Step 2 written response, be submitted to arbitration, with a copy to the other party, on a rotating basis to one of the following arbitrators: Alan Symonette; Ralph Coleflesh and Randi Elyse Lowitt INSERT NAMES [].

B. The Arbitrator shall not have the power to add to, subtract from, or modify any of the terms of this Agreement. The decision of the Arbitrator shall be in writing and shall be final and binding upon the Company, the Union and the employees. The expenses of the Arbitrator and any associated costs (e.g., conference room rental, court reporter) shall be shared equally by the Company and the Union.

C. In the event the time period set forth in this Article-is not adhered to, then the arbitration-shall be barred and the Arbitrator shall have no authority to hear or decide it. The Employer and the Union may extend the time limit set forth in this Article above by mutual written agreement.

D. No individual employee may initiate any grievance or arbitration proceeding or move to confirm or vacate an arbitration award.

## **ARTICLE VIII - HOLIDAYS**

Official Employer Observed Holidays are:

New Year's Day (January 1)

Dr. Martin Luther King Jr.'s Birthday (Third Monday in January)

## **Inauguration Day (January 20 after presidential election years)**

Presidents Day (Third Monday in February)

Memorial Day (Last Monday in May)

Juneteenth (June 19)

Independence Day (July 4)

Labor Day (First Monday in September)

Indigenous Peoples' Day (October 11)

Veterans Day (November 11)

Thanksgiving and the following day (Fourth Thursday and Friday in November)

Christmas Eve, Christmas Day, and the day after Christmas (December 24, 25, and 26)

New Year's Eve (December 31)

When a holiday falls on a Saturday, it shall be observed the preceding Friday. When a holiday falls on a Sunday, it shall be observed the following Monday. The Employer reserves the right, in its sole and reasonable discretion, and with notice to the Union, to modify the list of recognized holidays, in the event of business necessity or other unknown or unforeseen factors with respect to its business operations. However, the Employer shall not modify the list to fewer than fifteen (15) (or sixteen (16) in the year of a Presidential Inauguration) recognized holidays.

#### **ARTIFICIAL INTELLIGENCE TOOLS**

The parties acknowledge that artificial intelligence tools ("Al tools") may be used to augment and complement human creativity, judgement, and strategic thinking with respect to Catalist's work. For that reason, at least two (2) bargaining unit employees shall serve on the Al Policy Working Group (or its replacement committee), which shall develop and maintain best practices for use of Al tools in the workplace.

If an employee is required to use an AI tool to perform their assigned job duties, Catalist will provide training on such AI tool, if needed.

No final performance evaluation, discipline, termination, or promotion decisions regarding bargaining unit employees will be made without a human decisionmaker.

No bargaining unit employee will use, or be directed to use, Al tools in violation of the law or Catalist's internal policies.

## ART. IX VACATION AND PERSONAL DAYS

- A. During the first year of employment, employees will accrue one vacation day per calendar month. Thereafter, employees will be granted fifteen (15) days of vacation per employment year on their anniversary date. Vacation shall be issued at the beginning of each employment year, excluding the first year of employment.
- B. An employee may roll over up to five (5) unused days of vacation time to the next year, or a greater amount if required by applicable state law, up to a cap of twenty (20) vacation days per year. Accrued, unused vacation time is paid out upon termination of employment.
- C. In addition to vacation, employees will be allowed three (3) personal days per calendar year, to be used as needed, but no more than one (1) personal day may be used in any calendar month unless approved in advance by a supervisor. Personal days do not roll over and are not paid out upon termination of employment.
- D. Employees are eligible to use vacation and personal days after ninety (90) days of employment.

## WAGE SCHEDULES

[removed because superseded by a later proposal]

## TERM OF AGREEMENT

The term of this Agreement shall be from July 1, 2025, to and including June 30, 2029.

## LAYOFFS AND SEVERANCE

[removed because superseded by a later proposal]

#### **ART. X BENEFITS**

**ARTICLE X - BENEFITS** 

#### A. Health Care Benefits

Catalist shall offer medical, dental, vision, and prescription drug insurance to all full-time employees starting the first (1<sup>st</sup>) day of the month following the date of hire.

## B. Health Care Committee

There shall be a Joint Healthcare Committee composed of two (2) representatives from the bargaining unit and two (2) representatives from Catalist. Upon request by the Union, The the committee shall may meet quarterly each calendar year in either August or September, for the purpose of sharing information about the existing health care benefits and for employees to provide feedback about existing health care benefits, including a meeting in the Fall for the purpose of Catalist sharing information about health care benefit renewals. A week in advance of such meetings, the parties shall exchange agendas of topics (including examples of member experiences with the benefit plans) to be discussed.

C. Retirement Benefits: 401(k) Safe Harbor Plan

Catalist shall offer a 401 (k) Safe Harbor Retirement Plan to all full time, permanent employees. Qualified employees shall be enrolled on their first (1<sup>st</sup>) day of employment. Catalist shall contribute three percent (3%) of the employee's annual base cash compensation into the plan for each eligible participant. Employees may contribute from their salary up to the legal limit set forth by the IRS.

D. Professional Development, and Home Office Reimbursement Program

Catalist's Professional Development and Home Office Reimbursement Program (the "Program") shall apply to all bargaining unit employees. The Program provides each Employee with an annual professional development budget of seven hundred fifty dollars (\$750), which can be used at any time during the calendar year. In addition, Employees shall be eligible to receive reimbursement for up to five hundred dollars (\$500) (unless otherwise provided by applicable law) for home office materials or expenses.

## E. Flexible Spending Account (FSA)

If the Employer offers a health insurance plan that includes a flexible spending account, employees who participate in such plan shall be offered the option to utilize the FSA.

## F. Life and Disability Benefits

Catalist shall offer Group Term Life Insurance and Long-Term Disability Coverage at no cost to all eligible full-time, permanent Employees.

**G.** In the event that it is necessary to make a change(s) to any of the benefits set forth in this Article, the Employer shall have the right to do so provided it notifies the Union thirty (30) days in advance of the effective date of such change(s) or as much notice as practicable under the circumstances.-Upon request by the Union, the parties shall bargain the effects of such change(s).

#### ART. IV MANAGEMENT RIGHTS

#### ARTICLE IV - MANAGEMENT RIGHTS

Except to the extent expressly abridged, delegated, granted or modified by a specific provision of the Agreement, the Employer reserves and retains, solely and exclusively, all of its rights to manage its business and nothing herein shall be construed to limit the Employer's exclusive right to manage its facilities and direct its workforce. The Employer alone shall have the authority to determine and direct the policies and methods of operating the business, without prior negotiation with the Union. Subject to and as modified by the specific provisions of this Agreement, the rights of management include, but are not limited to: the right to plan, direct, and control operations; the right to direct the work force including the right to assign duties to bargaining unit employees and determine job content; the right to assign bargaining unit work to non-bargaining unit personnel; the right to determine the size of the work force and to hire, layoff, recall, promote and demote bargaining unit employees; the right to establish, modify, eliminate, and enforce compliance with all Employer policies, including but not limited to rules, regulations, and handbook or other written work performance or conduct-standards; the right to develop and implement performance management/evaluation programs; the right to discipline, suspend, or discharge bargaining unit employees for just cause; the right to plan, direct, control, subcontract, continue, discontinue, sell, close, or relocate all or any part of any operation; the right to determine or alter the nature of the business; the right to determine and change the method and manner of operations and the number of bargaining unit employees necessary to perform such operations; the right to expand, reduce, alter, combine, transfer, assign, or cease any job, job classification, department, or operation; the right to introduce or change technology, methods of operation, processes, products, and equipment; the right to determine the number and type of equipment, materials, and supplies to be used; the right to determine hours of work and establish, change or modify working shifts and schedules; and the right to require bargaining unit employees to work in any covered job classification.

The Employer will provide the Union with **a copy of** any new or modified Company-wide policy, regulation or handbook five (5) business days in advance of providing to bargaining unit employees. Any delay by the Employer in connection with fulfilling its obligations under this paragraph shall not be considered a violation of this paragraph when corrected promptly upon notice from the Union.

# $\mathbf{ART.} \ \underline{\quad} \ \mathbf{REMOTE} \ \mathbf{WORK}$

[removed because superseded by a later proposal]

## ART. \_\_ REMOTE WORK

## ARTICLE - REMOTE WORK

- A. Employees shall have the option to work remotely. However, (i) certain employees' job duties may require them to work within commuting distance of the office, and (ii) all employees may be required to perform work in person for legitimate business purposes, including, but not limited to, attending in-person meetings with team and/or client, as requested and approved by Catalist, performing work at the co-location facility, repair and maintenance of infrastructure, and performing tasks that can only be completed at the office. The Employer shall notify the Union of any proposed long-term changes (i.e., changes lasting longer than ninety (90) days) to an Employee's remote work arrangement ninety (90) calendar days prior to implementation. The parties shall meet in good faith prior to the implementation of any long-term changes to an Employee's remote work arrangement and negotiate the impact on working conditions of the Employee, if any.
- B. Employees who are working remotely are permitted to reside in a state where Catalist is registered as an employer. (See Appendix \_\_\_ for the list of states where Catalist is currently registered as an employer as of the Effective Date.) If an employee would like to reside in a state that is not on Appendix \_\_\_, they must consult with Catalist in advance to determine whether it is a location Catalist will support. Employees shall provide Catalist with their new address if they move.
- C. Catalist will reimburse employees for pre-approved business travel expenses for lodging, ground, and air transportation.

## APPENDIX \_\_\_

Catalist currently supports employees working in the following states:

- Arizona
- California
- Colorado
- Connecticut
- Florida
- Georgia
- Maine
- Maryland
- Massachusetts
- Michigan
- Minnesota
- New Jersey
- New York
- North Carolina
- Ohio
- Pennsylvania
- Rhode Island
- Texas
- Vermont
- Virginia
- Washington, D.C.
- Washington

The determination of whether to register as an employer or to continue doing business in a state is within Catalist's sole discretion.

#### LAYOFFS AND SEVERANCE

- A. In the event of a layoff, the Employer shall notify the Union fifteen (15) calendar days in advance of the effective date of the layoff. Upon notification to the Union, Catalist may place the affected Employees on paid administrative leave and their access to the Employer's facilities and IT systems may be restricted.
- B. Transfers. In the event that the Employer determines layoffs are necessary, it shall first evaluate whether any of the employees selected for layoff are qualified for any open roles for which the Employer is currently hiring. If an employee selected for layoff is qualified for an open role, in Catalist's good faith judgment, they shall be granted an interview for the position.
- C. Severance. An employee who is laid off by Catalist shall receive two (2) weeks' notice or pay in lieu thereof. In exchange for executing a separation and general release agreement in the form provided by the Employer and the employee complying with all employment and post-employment obligations therein, the employee will receive (i) the greater of one (1) week of severance pay for each year of service, prorated to the date of termination, or four (4) weeks of severance pay, and (ii) two (2) months of COBRA paid by Catalist (if enrolled in Catalist's health care, dental, and/or vision plans).
- D. Temporary Employees and Contractors. In circumstances where temporary employees and contractors are performing a majority of the bargaining unit work of employees who would be selected for layoff, the temporary employees and contractors shall be separated before laying off bargaining unit employees, unless (i) it is not feasible due to the impact on a project or (ii) the employees who would be selected for layoff are not qualified to perform the work performed by temporary employees and contractors.

E. Recall. Laid off employees shall have recall rights for eight (8) months following their last date of employment. Provided Catalist has an updated email address on file for a laid- off employee, Catalist shall notify laid-off employees by email of any open positions in the bargaining unit it intends to fill before the position is posted externally. A laid-off employee who applies, interviews for the role, and is qualified for the role, in Catalist's good faith judgment, shall be offered the position. A laid off employee who is offered a position shall respond to the offer within seven (7) calendar days. If the laid off employee rejects the offer, they shall be removed from the recall list.

If the laid-off employee accepts the position, they shall have their prior years of service reinstated, less any time they were on the recall list, for the purpose of determining vacation benefits and granting bonuses pursuant to Article VII(E), Wage Schedules. In addition, they will have their sick leave and personal days balances from their date of layoff restored. The employee's rehire date shall be used for the purpose of calculating any future severance pay (i.e., the employee shall not be eligible for severance for their years of service prior to rehire).

F. Unemployment Benefits. If a laid off employee applies for unemployment benefits, the Employer will not actively contest the employee's claim for benefits. However, the Employer will respond truthfully to any inquiries by the applicable department of labor concerning employee's separation from employment.

## **WAGE SCHEDULES**

[REMOVED BECAUSE SUPERSEDED BY A LATER DRAFT]

#### WAGE SCHEDULES

#### A. Minimum Salaries

The amounts set forth in this Agreement are minimum amounts and nothing in this Agreement prohibits the Employer from paying employees amounts above such minimums in its discretion.

Each bargaining unit position shall be assigned to a salary grade, and each grade shall be divided into steps. The minimum salary for a bargaining unit employee is \$55,182.82 (Grade 001, Step 4 on Appendix A.2). In contract years July 1, 2025 to June 30, 2026 and July 1, 2026 to June 30, 2027, each step within each grade is equal to the previous step plus three percent (3%). Effective July 1, 2027, each step within each grade is equal to the previous grade plus twelve percent (12%). Appendices A.1 (applicable July 1, 2025 through June 30, 2027) and A.2 (applicable beginning July 1, 2027) contain the salary grades and steps for each bargaining unit position. Notwithstanding anything to the contrary in this Agreement, the maximum salary for each bargaining unit position shall be the highest step of the salary grade assigned to such position.

All bargaining unit employees who are employed as of the Ratification Date shall receive a one-time ratification bonus of one thousand five hundred dollars (\$1,500), which shall be paid within thirty (30) days of the Ratification Date.

#### **B.** Job Titles

A bargaining unit employee's Appendix A job title shall be reflected in Paylocity (or its replacement system).

#### C. Annual Increases

Employees shall receive the following annual increases during the term of this Agreement:

• Effective July 1, 2025 through June 30, 2026 and July 1, 2026 through June 30, 2027, all bargaining unit employees will be moved to the step in their salary grade that provides a three percent (3%) increase on the first

- (1st) day of the month following their anniversary date until they reach the highest step of the salary grade assigned to such position.
- Effective July 1, 2027 through June 30, 2028, all bargaining unit employees will be moved to the nearest step in their salary grade that is at least a two percent (2%) salary increase on the first (1st) day of the month following their anniversary date until they reach the highest step of the salary grade assigned to such position. Any employee reaching the highest step with less than a two percent (2%) increase will be moved to the highest step of their salary grade and given a one-time payment for the difference between the move to the highest step and two percent (2%).
- Effective July 1, 2028 through June 30, 2029,, all bargaining unit employees will be moved to the step in their salary grade that provides a two percent (2%) salary increase on the first (1st) day of the month following their anniversary date until they reach the highest step of the salary grade assigned to such position.

Any employee who is at or above Step 8 for their position shall receive an annual increase of three percent (3%) in contract year July 1, 2025 through June 30, 2026. Effective July 1, 2026, any employee who is at or above the highest step of the salary grade assigned to their position shall receive a one-time payment of three percent (3%) in lieu of an annual step increase in the first (1st) paycheck of the month following their anniversary date. Effective July 1, 2027, any employee who is at or above the highest step of the salary grade assigned to their position shall receive a one-time payment of two percent (2%) in lieu of an annual step increase in the first (1st) paycheck of the month following their anniversary date.

The Employer may, in its discretion, provide increases and/or bonuses to employees, in addition to the annual step increases, based on merit or any other non-discriminatory factor.

## D. Promotions and Transfers

Promotions are defined as an employee accepting a position in a higher salary grade. When an employee is promoted, their new salary is determined as follows: their current salary is matched against the steps in the new salary grade, and the next highest step for the new title that results in at least a seven and one-half percent (7½%) increase will be their new salary. If there is no step on the new salary grade that is at least seven and one-half percent (7½%) more than the employee's prior salary, the promoted employee shall receive the seven and one-half percent (7½%) salary increase and will not be on a step in the chart. Bargaining unit employees shall be eligible for promotions in December of each calendar year, following completion of their first full year of employment. (For example, an employee hired on May 1, 2025, shall be eligible for a promotion in December 2026.) Thereafter, bargaining unit employees shall be considered for promotions after at least two (2) years of consistently exceeding expectations in their current role, provided there is a need for the work to be performed at a higher level and there is a budgeted higher-level position available. Any salary increase as a result of a December promotion shall be effective January 1.

Transfers are defined as an employee accepting a position in their same salary grade. In the event of a transfer, the employee shall retain their current step.

#### E. Bonuses

If the Employer determines that it will pay a year-end bonus to bargaining unit employees, it shall notify the Union within ten (10) business days of payment. Such notice shall include the names of the employees who received the bonus, date of payment, and amount of bonus.