

# COLLECTIVE BARGAINING AGREEMENT

**BETWEEN**  
CWA Local 1180  
&

**Open Society  
Foundations**



**OCTOBER 6, 2025 – MAY 31, 2028**



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# PREAMBLE

Open Society Foundations (herein the “Employer” or “OSF”) and Communications Workers of America, on behalf of itself and its Local 1180 (herein “CWA” or the “Union”) (collectively “the Parties”) are entering into this agreement (the “Agreement”) in the spirit of mutual cooperation, with the recognition that the interests of all involved in the workplace can be addressed and supported through the collective bargaining process, and with an understanding of the shared goals and objectives of OSF, namely to:

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

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

# RECOGNITION

**Section 1 Inclusion in the Unit.** In accordance with the election conducted by the American Arbitration Association on July 19, 2016, and July 20, 2016, the July 14, 2016, Private Election Agreement (Appendix A), the February 9, 2021, Voluntary Recognition Agreement (Appendix B), and the provisions of the National Labor Relations Act (“Act”), OSF recognizes CWA as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of work, or other conditions of employment for all employees in the separate bargaining units consisting of the New York and District of Columbia offices. This agreement covers all of the following units in general terms, unless a particular office is specified with respect to a particular provision. CWA’s exclusive representation applies to the following internal job titles, including those who receive senior designation, or any title created in the future doing substantially the same work as those titles covered by the agreement:

- |                                  |  |
|----------------------------------|--|
| 1. Accountant                    | 15. Legal Operations Officer                 |
| 2. Accounting Officer            | 16. Operations Officer                       |
| 3. Administration Officer        | 17. Operations Project Officer               |
| 4. Advocacy Advisor              | 18. Producer                                 |
| 5. Associate Operations Officer  | 19. Program Analyst                          |
| 6. Associate, Program Management | 20. Program Manager, Programs                |
| 7. Communications Officer        | 21. Program Operations Associate             |
| 8. Contracting Officer           | 22. Program Operations Officer, SEDF         |
| 9. Executive Assistant           | 23. Project Manager, Operations              |
| 10. Front of House Supervisor    | 24. Real Estate and Projects Associate       |
| 11. Grant Associate              | 25. Senior Legal Counsel, Justice Initiative |
| 12. Grant Officer                | 26. Strategy Officer                         |
| 13. Legal Analyst                | 27. Systems Officer                          |
| 14. Legal and Finance Associate  |  |

**Section 2 Titles No Longer In OSF.** The parties have agreed to remove job titles that are no longer populated in OSF. In the event OSF reintroduces the same titles or titles performing substantially similar duties, the title will be again included in the bargaining unit.

**Section 3 Exclusion From the Unit.** Excluded from the Union are all employees in the People & Culture (P&C) and Information Technology Departments, managerial employees, supervisors, employees of temporary agencies/fellows/interns, confidential employees, and guards. The terms supervisors, managerial and confidential, shall have the same definitions as applied by the National Labor Relations Board.

**Section 4 Creation of New Titles in the Bargaining Unit.**

- A. When OSF creates (1) a new job or (2) re-evaluates a position or function in the bargaining unit that is held by an employee resulting in a reduction in the current level or salary range, OSF shall inform the Union of said change. The notice shall include the job title or classification, a job description of the duties for such job title or classification, and the applicable level and salary range assigned to that job title.

- B. The Union will have fifteen (15) business days to review the information provided by OSF. Within that fifteen (15) business-day period, the Union may request to initiate negotiations concerning the job description and the appropriate minimum and maximum salary range. If negotiations are not requested within that time frame, the placement of the job will be final.
- C. If a change in a role results in a demotion (i.e., an employee changes from a higher level and/or salary range position to a lower level and/or salary range), the affected employee will have fifteen (15) business days of notification of the demotion to access the severance payment provisions of this Agreement. The notification period shall be paused in accordance with approved leaves of the employee.

**Section 5 Fixed-Term Employees Other Than Fellows.**

- A. A fixed-term employee is one who is employed directly by OSF engaged for a duration-limited assignment and has been hired for a particular project or for a finite period of time, with the definite understanding that their employment is to terminate upon completion of the project or at the end of the period.
- B. Any employee in a title covered by this Agreement pursuant to Section 1 of this Article who is engaged at the commencement of employment for twelve (12) months or more will be included in the bargaining unit.
- C. An employee in a title covered by this Agreement pursuant to Section 1 of this Article who is engaged for less than twelve (12) months will be included in the bargaining unit if the employee's time in that position is extended beyond twelve (12) months. The employee will be considered part of the bargaining unit at the time the extension is granted.
- D. Any fixed-term employee with cumulative, multiple fixed-term positions of less than twelve (12) months will become a member of the bargaining unit when employed by OSF for twelve (12) cumulative months, within a thirty-six (36) month period, regardless of whether they work multiple fixed-term positions during those months. The employee will be considered part of the bargaining unit when they receive a contract from OSF of twelve (12) cumulative months or more of employment at OSF in a title covered by this Agreement pursuant to Article 1, Section 1. Prior to the filing of any grievance related to this Subsection D, the parties shall meet to discuss any concerns regarding bargaining unit eligibility of the individual in question. The timing of this meeting shall not in any way prevent the Union from filing a grievance if a resolution cannot be found.
- E. The initial employment of any fixed-term employee covered by the collective bargaining agreement will be subject to the contractual probationary period and will end at the completion of the term for which the employee was engaged, as long as this initial employment is within the same program, team, or department of the next term. There will be no review of any kind regarding the ending of such employment or any decision to extend or not extend a fixed term or to provide or not provide any fixed-term employee with a non-fixed term position. All such decisions are solely within the discretion of OSF.
- F. For the avoidance of doubt, any regular employee that becomes a fixed-term employee shall retain their bargaining unit membership without a break in service.
- G. For the avoidance of doubt, this provision does not apply to any individual engaged as a fellow for the organization.
- H. For the avoidance of doubt, any fixed-term employee who accepts a full-time or part-time bargaining unit position will remain or immediately become a member of the Unit.

## UNION SECURITY & CHECK OFF

- Section 1** After thirty (30) calendar days of continuous employment with the Employer or the effective date of this Agreement, as a condition of their continued employment, all individuals in the bargaining unit shall be required either to:
- A. Acquire and maintain membership in the Union in good standing, or
  - B. Tender to the Union an agency fee equal to the amount allowed by law to be charged in lieu of periodic dues uniformly required as a condition of membership in the Union.
- Section 2** Upon receiving a signed statement from the Union indicating that an employee has failed to comply with the conditions of Article 2, Section 1, said employee shall be terminated within thirty (30) working days after receipt of notification unless the employee has complied with the conditions of Article 2, Section 1 prior to the end of the thirty (30) working-day period.
- Section 3** Upon receipt of a valid signed authorization granting permission for the deduction from the employee, the Employer will deduct Union dues and initiation fees or agency fees in the amounts certified by the Union as those uniformly required as a condition of acquiring or retaining membership or fee allowed by law in lieu of dues.
- Section 4** Such deductions shall be made in each payroll period. The Employer also agrees to electronically remit the amounts so deducted to the designated representative of the Union on a monthly basis, not later than the tenth (10th) calendar day of the month following the month in which the deductions were made, and to furnish the Union a list of all employees in the bargaining unit, including their name, home address, amount of dues deducted (if any), and a unique identifier, such as payroll number. If an employee is not paying dues for a particular period, the Employer shall include the reason for the lack of deduction (e.g., unpaid leave, resignation, no card on file, etc.). The Union shall provide the Employer with at least thirty (30) days' notice of any changes in the dues or agency fees to be deducted.
- Section 5** Notwithstanding the foregoing, any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion that holds conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment. Instead, such employees shall, as a condition of employment, in lieu of payment of periodic dues, pay a sum equal to the service fee provided in Article 2, Section 1 above to the Union, and the Union will make a contribution to a charity jointly agreed upon by the Union and the employee involved.
- Section 6** The Union shall indemnify, defend, and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action by the Employer for the purpose of complying with this Article.

# UNION BUSINESS

## **Section 1 Bulletin Board, Intranet Page and Email Communications.**

The Union shall have the use of A) a bulletin board in each office designated by the Employer and B) a designated page on OSF's intranet (Karl) for the posting of Union notices. The Union shall be permitted to share information to its members through the Employer's work email in a manner consistent with OSF policies and procedures. Such material shall be posted, sent, and/or removed only by an official Union representative or a person designated by an official Union representative, including but not limited to shop stewards, the Union's Labor-Management Committee members, or any officers.

## **Section 2 Union Visitation.**

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

## **Section 3 Stewards and Union Representatives.**

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

## **Section 4 List of Bargaining Unit Employees.**

The Employer shall send via email no less than once per month a full member list to the Union's staff representative and a Union-identified shop steward that includes a list of all bargaining unit employees, showing date of hire, end date (if known), rate of pay, level, dues-paying status, and relevant contact information (e.g., address, work email address, personal phone number (if available), personal email address (if available), and whether employee is on leave or active).

## **Section 5 New Hire Notification and Union Orientation.**

The Employer shall provide the Union's staff representative and a Union-identified shop steward with a list of newly hired Union members within ten (10) days of their start date. The Union shall be authorized to hold one- (1) hour meetings once a month with new members on paid work time in order to orient them to the Union and this Agreement.

## **Section 6 Termination or Departure From the Unit.**

The Employer shall provide the Union's staff representative and a Union-identified shop steward with a list of any employees who have been terminated or who have otherwise left the bargaining unit (e.g., because they have moved into a non-unit role) within ten (10) days of the date of their official change in status.



# EQUAL EMPLOYMENT, DIVERSITY & INCLUSION

- Section 1** The Parties agree that all personnel actions, such as compensation, promotion, consideration for other job opportunities within OSF, benefits, transfers, terminations, layoffs, return from layoff, trainings, and tuition assistance will be administered without regard of actual or perceived race, color, creed, religion, class, age, sex, sex characteristics, gender, gender identity, gender expression, sexual orientation, transgender status, partnership status, pregnancy status, caregiver status, marital status, familial status, national origin, ancestry, immigration and citizenship status, refugee status, asylum-seeking status, statelessness, veteran status, military status, disability, genetic predisposition, or genetic information, domestic violence victim status, sex offense or stalking victim status, union activity, and/or any other classification protected by applicable federal, state, or local laws.
- Section 2** For the purposes of the Article, all the terms contained in Section 1 above shall be interpreted, at a minimum, as currently defined at the time of ratification of this Agreement by New York State and City laws. If the term “sex characteristics” is not defined under law, then the term shall have the following meaning:
- Sex characteristics refers to the physical characteristics and processes used as indicators of, or are perceived to be, the result of sex traits. Examples of primary sex characteristics include the reproductive organs and genitalia. Secondary sex characteristics are not directly part of the reproductive system, but still are associated with sex traits, and include muscle mass, hair distribution, breasts, and/or stature.
- Section 3** Employees who are undergoing the process of conforming their outward gender presentation to their gender identity (described as “transition” or “transitioning employees” in this Article) have the right to determine when, how, and with whom to share information about their transition status.
- Section 4** All staff have the right to:
- A. Expect privacy in relation to their gender identity and gender expression.
  - B. To the extent permitted by law, have OSF’s personnel records reflect changes in name or gender upon request. OSF may be required by law to provide documentation of a name change in order to change the employee’s name in certain circumstances, such as in connection with the employee’s payroll or retirement accounts.
  - C. Be referred to by the name and pronoun(s) of their choice. Intentionally not using the preferred name, pronouns, and title (e.g., Ms./Mrs./Mx.) with which an individual self-identifies, regardless of the individual’s sex assigned at birth, anatomy, gender, medical history, appearance, or the sex indicated on the person’s identification, constitutes a violation to the Global Respectful Workplace Policy, and is subject to investigation in accordance with the Global Respectful Workplace Policy and of Section 1 above. All employees may display their pronouns in signature lines and in other contexts where helpful to identify the way in which they would like to be addressed.
  - D. Have their gender identity and gender expression supported by management and P&C. When requested, P&C will assist transitioning employees to navigate transitioning in the workplace and in their interactions with other staff and other parties that interact with OSF.

- E. Access restrooms corresponding to their gender identity. In addition, OSF's preference is for all U.S.-OSF facilities to have at least one non-gendered restroom available for use.

## Section 6

**Reasonable Accommodation.** The parties agree that any accommodation made by OSF with respect to work schedule, job duties, or any other term or condition of employment shall not in any way become applicable to any other individual, class, or group of employees, but shall apply only to the person or persons accommodated in the particular situation. The fact that such a person or persons was accommodated, and the manner and method of such accommodation, shall be without precedent and, therefore, may not be used or relied upon by any other person for any purpose at any time. Management team members assigned by OSF to address reasonable accommodation requests will have the necessary training to ensure full compliance with the Americans with Disabilities Act (ADA). In the event that a requested accommodation for a bargaining unit employee would conflict with any provision of this Agreement, and that is the basis for the denial of the request, the Parties, at either request, shall meet to discuss the requested accommodation before a final decision is made, and all such discussions shall be in full compliance with the Employer's confidentiality obligations under the ADA and similar state and local legislation.

## ARTICLE 5

# MANAGEMENT RIGHTS

## Section 1

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

- A. To establish, plan, direct, and control OSF's missions, projects, objectives, strategies, activities, resources, grant-making procedures and policies, organizational practices, and organizational priorities;
- B. To establish and administer procedures, rules and regulations, and direct and control OSF operations;
- C. To change or eliminate any existing equipment, technologies, facilities, and location of operations and programs;
- D. To determine and modify the number and qualifications for staff, scheduling, responsibilities, and assignment of employees;
- E. To establish, maintain, modify, or enforce standards of performance, conduct, order, and safety;
- F. To evaluate, to determine the content of performance evaluations, and to determine the processes and criteria by which the performance of employees is evaluated;
- G. To establish and require employees to observe OSF policies, rules, and regulations;
- H. To establish or modify its hours of operation, to assign work locations, and to schedule hours of work (in compliance with Article 9, Section 5);
- I. To recruit, hire, and transfer employees.

## Section 2

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

## DISCIPLINE & DISCHARGE

**Section 1** OSF shall have the right to discipline, demote, suspend, or discharge bargaining unit employees for just cause. Just cause shall be interpreted by an arbitrator according to the common understanding of the phrase in labor arbitrations, arbitral precedent and practice and, as such, typically includes evaluating the following factors: (1) Notice, (2) Reasonable Rules & Orders, (3) Adequate Investigation, (4) Fair Investigation, (5) Substantial Evidence, (6) Equal Treatment, and (7) Appropriate Penalty.

**Section 2** **Performance Improvement Plans.**

- A. In the event an employee demonstrates performance issues (which may include behavior and/or conduct related to performance) below expectations, has been informed by their supervisor of such deficiencies, and the necessary improvement has not been demonstrated, the employee's supervisor will establish a Performance Improvement Plan (PIP) (or rebranded terminology) for closely managing performance and correcting identified problems through a performance improvement process.
- B. Performance issues arise when an employee is unable to fulfill their job responsibilities as outlined in their job description and/or objectives, provided that those objectives have been circulated in writing and agreed upon via OSF's internal processes (where applicable).
- C. The written PIP will identify performance issues. The PIP shall include documented examples of the deficiencies, a plan containing specific measurable objectives, and details on how the supervisor will support the employee during the process. The PIP will outline clear expectations, benchmarks, and a timeline to measure improvement. The employee being placed on the PIP shall have the opportunity to discuss with management the specifics of the PIP when the PIP is first enacted. The PIP shall always include the defined information above and may accompany another document that details the issues. PIP will last for a predetermined amount of time with a minimum of thirty (30) days. The employee may bring a Union representative to the meeting when the PIP is delivered to the employee.
- D. A copy of the PIP and its outcomes will be provided to the employee and be retained by the Employer.
- E. After the enactment of the PIP, the PIP period shall include two (2) meetings between the manager and the employee to monitor progress and facilitate the provision and receipt of feedback.
- F. The successful conclusion of a PIP shall be confirmed in writing and sent to the employee.
- G. If a manager leaves during the PIP period, the PIP may be extended by ten (10) business days.
- H. At the conclusion of that process, if OSF determines that the outcome was not successful, the employee will be given written notice that further performance issues will result in discipline up to and including termination from employment. If after at least thirty (30) days from the receipt of the written notice the employee still has performance issues below expectations, the employee may be discharged without further proceedings.
- I. A PIP shall not be initiated within the first thirty (30) days after an employee has been promoted, or within the first thirty (30) days of being assigned new permanent duties where the performance concerns relate to those new permanent duties.

- Section 3** The parties recognize that just cause for immediate discipline up to and including discharge exists for certain acts without the need for progressive discipline. Such actions include, but are not limited to, gross misconduct, harassment, theft, fraud, embezzlement, misappropriation, reckless or willful destruction of OSF's property, physical violence or threats of violence of any kind, and gross insubordination.
- Section 4** For conduct not covered in Sections 2 and 3 above (e.g., time and attendance issues, certain failures to comply with OSF policies, etc.) the principles of progressive discipline shall apply. Such progressive discipline will always include two (2) written notices and a reasonable opportunity to improve (but need not include a formal suspension as part of the progressive discipline process). The final notice will inform the employee that any subsequent problem will be grounds for termination. In the event of a subsequent problem, the employee may be discharged without further proceedings.
- Section 5** All disciplinary actions shall be subject to the grievance and arbitration procedure, except when OSF shall have the right to discharge a bargaining unit employee for poor work quality and/or similar work performance issues, if: (A) the employee has not successfully completed a PIP as per OSF's discretion, (B) the Union has received notice of the PIP and had an opportunity to discuss the matter with OSF, and (C) OSF offers the employee severance in the same amount as calculated in Article 19 (Adjustment to the Workforce and Layoffs) and subject to the same conditions for receiving the severance. Should OSF make this offer, and should the employee accept the offer within the time period provided by OSF, the discharge will not be subject to the grievance and arbitration procedure.
- Section 6** Upon written request to the Labor Relations Manager in the U.S. or their designee, an employee will be provided access to the information contained in their Human Resources Information System (HRIS) file (e.g., Workday). An employee can respond in writing to any material in the employee's HRIS file within a reasonable amount of time after receipt of a copy of the information contained in their HRIS file. The employee's timely written response to any material related to discipline or job performance in their official personnel file will be included with the material.

## ARTICLE 7

# PERFORMANCE EVALUATIONS

- Section 1** OSF has the right to evaluate, to determine the content of performance evaluations, and to determine the processes and criteria by which the performance of employees is evaluated.
- Section 2** Employees will receive performance reviews in line with OSF's performance and development cycle. Before the beginning of the performance evaluation cycle, OSF will share with the employees and the Union the performance evaluation process.
- Section 3** The formal performance evaluations shall be provided to the employee.
- Section 4** The employee shall be entitled to submit a written response within thirty (30) days of their evaluation, and both the performance evaluation and the employee's response should be retained by the Employer.
- Section 5** During their evaluation process, employees shall have the opportunity to provide feedback on their supervisor. The employee's feedback will be provided to the supervisor's manager/evaluator for consideration during their evaluation process. Any feedback from the employee that is conveyed to the supervisor shall be without the name of the applicable employee.

**Section 6**

In the event there is a prior documented work-related issue between the employee and supervisor raised by an employee with P&C unrelated to the performance review process, a bargaining unit member may, upon request, have a Union representative and member of the P&C team attend an evaluation meeting purely as a witness.

**ARTICLE 8**

**PROBATIONARY PERIOD**

**Section 1**

All new employees in the bargaining unit shall have a three- (3) month probationary period. Upon mutual agreement of the parties, the probationary period may be extended for up to three (3) months.

**Section 2**

Prior to the conclusion of the probationary period, the employee and their supervisor will discuss the position, the probationary period, and next steps.

**Section 3**

During the probationary period, the employee may be discharged with or without cause, and such action shall not be subject to the Agreement's grievance and arbitration procedure.

**ARTICLE 9**

**HOURS OF WORK, OVERTIME, AND COMPENSATORY TIME**

**Section 1**

**Work Time.** Work time shall include all hours during which the employee is expressly required to be working or otherwise performing tasks for OSF. This includes any travel time that is integral to the job, such as travel between work sites during the workday, travel expressly required and approved by the employer to attend meetings, trainings, or job assignments, and any travel that occurs as part of the employee's principal activities ("Work-Related Travel"). Travel time at the beginning or end of the workday, such as commuting to and from the primary work location, will not be considered work time unless otherwise specified by OSF's policy or applicable laws. Work-Related Travel also does not include travel time during a paid planned office closure (e.g., End-of-Year Break).

**Section 2**

**Conversion from Non-Exempt to Exempt Status.** In the event a bargaining unit employee's position is converted from non-exempt to an exempt status, the employee's new annual compensation will be no less than the employee's prior annual base salary plus the amount of overtime pay the employee received in the twelve- (12) month period prior to the conversion to exempt status.

**Section 3**

**Overtime.**

- A. Bargaining unit employees in positions that are classified as non-exempt pursuant to the Fair Labor Standards Act or any applicable state or local laws or regulation shall receive overtime at one-and-a-half (1 ½) times after forty (40) hours of work performed in a work week.
- B. Any work-related travel time that occurs outside of the employee's regular work hours will qualify as working time for overtime purposes. Such travel time will be calculated based on the actual duration of travel beyond regular work hours, provided it exceeds the employee's scheduled work hours and adheres to applicable labor laws and OSF policies. Those policies will be available in OSF's intranet, currently Karl. Travel time at the beginning or end of the

workday, such as commuting to and from the primary work location, will not be considered work time unless otherwise specified by OSF's policy or applicable laws.

#### **Section 4 Compensatory Time.**

- A. Bargaining unit employees in positions that are classified as exempt pursuant to the Fair Labor Standards Act or any applicable state or local laws or regulation, will be entitled to receive compensatory time as follows: (i) one (1) day of compensatory time after Employer required Work-Related Travel for one (1) full non-work (weekend/holidays) days; and (ii) a half (½) day of compensatory time for substantial work (four (4) hours or more) that is required by the employee's manager/supervisor to be completed outside of regular work hours.
- B. To receive compensatory time under Section 4(A) above, the employee's supervisor must confirm in advance, by email from the manager/supervisor to the employee, that work and/or travel outside the employee's regular work responsibilities or hours is required.
- C. Compensatory time must be used within ninety (90) days following the day it is earned. Use of compensatory time must be approved by the employee's managers/supervisors in writing, who will be expected to support staff requests to utilize compensatory time. If an employee is unable to use compensatory time within ninety (90) days due to heavy workload, employees may use their compensatory time within the following three (3) months with written permission from managers/supervisors and their Advisory Partner in P&C.
- D. Upon an employee's resignation, the employee's manager/supervisor should work with the employee to enable the use of any accrued compensatory time before termination.
- E. Compensatory time will not be paid out upon resignation or separation from OSF.
- F. Notwithstanding the foregoing, an employee may receive no more than a total of twelve (12) compensatory days per year.

**Section 5 After-Hours Work.** OSF recognizes that employees have familial caretaking responsibilities that require predictability in their schedules and impact their ability to work beyond their typical workday. OSF will make reasonable efforts to notify bargaining unit staff at least forty-eight (48) hours in advance of the need to work in the office outside of the employee's normal hours. In the event of a failure to provide such notice, bargaining unit staff will not be required to comply to the extent that it jeopardizes the care of a dependent person. Bargaining unit employees in positions that are identified by written notice to the employee as requiring frequent in-office, after-hours assignments or emergency response will be deemed to have received such notice.

#### **Section 6 After-Hours Expenses.**

- A. If a bargaining unit member is working in the office in excess of regular hours and past 9:00 p.m., the employee may be reimbursed or charge up to thirty U.S. dollars (\$30) to an organizational credit card for dinner.
- B. If a bargaining unit member is working in the office in excess of regular hours and past 9:00 p.m., the employee may be reimbursed for or charge to an organizational credit card the cost of a taxi ride home.

#### **Section 7 Emergency Closing.**

If an employee is scheduled to work at a facility that is officially closed due to an emergency, OSF will pay the employee at their regular rate based on the hours they are regularly scheduled to work for that day.

If an employee is scheduled to work off-site, they must report to that off-site facility even if their facility is closed, unless the off-site facility is also officially closed or there is a hazardous condition

that prevents the employee from reporting to the off-site location. OSF will pay the employee at their regular rate, based on the hours they are regularly scheduled to work for that day.

**Section 8** **Delayed Openings.** If the employee's facility opens late under an official "Delayed Opening," OSF will compensate the employee for their scheduled start time until the time at which the facility opens.

**Section 9** **Early Closings.** If the employee's facility closes under an official "Early Closing," OSF will compensate them from/through their scheduled end time.

**Section 10** **Lactation Period.** OSF will provide a reasonable amount of break time to accommodate an employee desiring breast/chest feeding for the employee's child. The break time of up to thirty (30) minutes per session will be provided, as needed, in addition to any regular breaks or meal periods. This right applies for up to three (3) years following childbirth and will be honored across all OSF-managed office locations. OSF will make reasonable efforts to provide employees with the use of a room or location other than a toilet stall for the employee to express breast/chest milk in private. This location may be the employee's private office, if applicable. OSF will also provide a refrigerator to store milk. Employees who work remotely have the same rights to paid time off for the purpose of expressing breast milk as all other employees who perform their work in person.

## ARTICLE 10

# GLOBAL HYBRID WORK APPROACH

**Section 1** OSF's current Global Hybrid Work Approach policy requires all bargaining unit employees to work from an OSF office at least fifty percent (50%) of their work time in a given month. OSF may decide to modify or terminate its Global Hybrid Work Approach for the entire organization in its sole discretion provided that such modifications (or termination) are applied to non-bargaining unit and bargaining unit employees in the same manner. If such a decision is made, OSF will provide the Union and the bargaining unit employees at least seventy-five (75) days' notice prior to any such change to the Global Hybrid Work Approach. The Union may request to meet and bargain over any potential impact over such a decision.

**Section 2** To the extent that the Global Hybrid Work Approach provides for any amount of regular remote work, OSF will continue its practice with respect to providing employees with reasonable resources for an appropriate ergonomic set-up of their at-home workstation, this includes the current ergonomic assessments process as currently practiced by the P&C Team.

**Section 3** A short-term temporary technical disruption outside the employee's control (e.g., to home internet service) that negatively impacts an employee's ability to carry out their duties will not result in disciplinary action against the employee.

**Section 4** In the event of any power outage, internet failure, or other technical or weather-related issue preventing the completion of work that is outside of the control of the employee, and that prevents the employee from reporting to an OSF location, the following shall apply:

- A. The employee must notify their immediate supervisor promptly and work diligently to fix the issue (if within their control) and/or seek an alternative work solution, with the agreement of their immediate supervisor.
- B. In the highly unlikely event that the employee cannot undertake their work from their usual remote work location, their OSF work location or another environment within a reasonable

distance that is conducive to accomplishing the work effectively in accordance with OSF's policies, the employee will continue to be compensated for up to five (5) workdays.

- C. The employee shall continue to work collaboratively with their manager to address the impact of the delay and work on potential alternative measures to reduce the impact of a temporary disruption.

## ARTICLE 11

# HEALTH & SAFETY

- Section 1** OSF and the Union mutually recognize the need for a work environment in which safe and healthful operations can be achieved in all phases of work, along with the need to promote a better understanding and acceptance of the principles of health and safety on the part of all employees to provide for their own health and safety and that of their fellow employees, members of the organization, and the general public.
- Section 2** OSF will provide safety equipment, including ergonomic chairs and equipment, that is necessary for an employee's work assignment in accordance with Occupational Safety Health Administration standards if requested by an employee and approved in accordance with applicable law and OSF policies.
- Section 3** No employee will be required to work in an objectively abnormally dangerous work environment. Any employee who has concerns regarding any assignment the employee considers to be unsafe or otherwise is concerned will create a health risk to the employee, may address that concern freely with their supervisor or a member of P&C. No employee will be retaliated against for presenting any such concerns in good faith.
- Section 4** OSF and the Union shall establish a Workplace Safety Committee to discuss health and safety issues, including reviewing occupational health and safety policies, and training members during work hours on health and safety principles in the workplace. This joint committee shall have no less than two (2) members of management and two (2) members appointed by the Union. The Committee may invite experts on health and safety issues to help them address those matters.
- Section 5** In the event of an extreme disruptive geopolitical event, natural disaster, or public safety emergency, which implicates potential employee safety issues, either OSF or the Union may request a meeting to discuss the impact on OSF and bargaining unit employees and any potential action OSF intends to take with respect to the event.
- Section 6** **In-Person Event and Work Travel Safety.** Where employees have concerns regarding attending an in-person event or engaging in work travel, they may request an accommodation, which will be evaluated and addressed through OSF's reasonable accommodation process.



# HIRING & PROMOTIONS

## Section 1 Bargaining Unit Job Openings.

- A. For all bargaining unit positions covered by this Agreement, OSF shall post a position vacancy announcement internally, and at OSF's discretion, externally. Internal announcements will be posted for a period of at least two (2) weeks and will be posted no later than any external announcement, and shall contain the salary range and union eligibility. This policy will apply to both positions created by an employee vacating an existing bargaining unit position and new bargaining unit positions.
- B. Internal postings shall be posted electronically.
- C. Any bargaining unit member who submits an application for a bargaining unit position that is posted pursuant to this section will be considered in good faith for an interview if such bargaining unit member meets the qualifications for the position.
- D. When there is a bargaining unit position vacancy due to either (1) the departure of a former employee, (2) the creation of a new position as a result of new headcount, or (3) movement to another role, the following procedures shall apply:
  - 1. All bargaining unit employees will have an opportunity to self-nominate and apply for the posted vacancy.
  - 2. All internal applicants who are in good standing and meet the minimum qualifications in the posting will have an opportunity for a preliminary interview with the designated recruitment partner for the position.
  - 3. The vacant position will be filled on a competitive process, based on job-related qualifications (as determined by OSF). The Employer retains discretion in the final selection. The competitive process will operate according to procedures published from time to time.
  - 4. The competitive process shall include a fair and consistent review of applicants based on job-related criteria (as determined by OSF), which may include relevant experience, education, skills, performance evaluations, and interview results. OSF shall document the process and retain records of the selection for a reasonable period.
  - 5. Internal candidates must be notified in writing of their status as a candidate, including rationale, before OSF moves forward with the next stage of interviews or offers. Should OSF not interview a qualified internal applicant as they are entitled, that employee will be interviewed first for the next job for which they are qualified and apply.
- E. Successful applicants will be chosen based on their qualifications, such as experience, skill, and job-related knowledge. Qualifications for a position shall be determined by OSF. Where in OSF's judgment, the skills, qualifications, and experience of an internal applicant (including the internal applicant's prior performance) and an outside applicant are substantially equal, OSF shall award the position to the internal applicant.
- F. All new hires shall have their skills assessed as part of the skills assessment and placed into the appropriate skill category.

- Section 2** All placements to a bargaining unit position will be accompanied with compensation determinations in accordance with Article 20 (Compensation).

- Section 3 Career Advisory Meetings.** Every bargaining unit member in good standing will have the opportunity to meet with P&C upon the employee’s request and discuss their potential suitability for any positions vacant in the organization every two (2) years, calculated from their date of hire.
- Section 4** The Employer will comply with applicable laws regarding recruiting and hiring as outlined in Article 4 (Equal Employment) of this Agreement.
- Section 5 Union Interaction.** Representatives of the bargaining unit shall meet with a group of OSF’s leaders responsible for Diversity, Inclusion, and Well-being (“DI&W”) from P&C. This group shall meet with representatives of the bargaining unit at least two (2) times per year to discuss issues of diversity and inclusion in the workplace.

## ARTICLE 13

# PAID TIME OFF, HOLIDAYS & LEAVES OF ABSENCE

- Section 1 Vacation.**
- A. All bargaining unit employees are entitled to twenty (20) vacation days at the start of and per the calendar year. This amount is pro-rated for new hires based on the number of months in the calendar year and for part timers based on the number of total part-time hours they worked weekly.
  - B. Unused vacation time will be paid at the end of the employee’s employment.
  - C. Unused vacation time will be rolled over to the next calendar year capped at forty (40) hours to be used by June 30. Additional unused hours may be approved for carryover on a case-by-case basis by the employee’s supervisor and Advisory Partner.
- Section 2 Sick and Safe Leave.**
- A. All bargaining unit employees shall continue to receive ten (10) sick and safe leave days per year in accordance with OSF’s existing sick leave policy and may continue to bank unused sick time, which may be used in the event of a personal ongoing or chronic health need that would qualify for either Family and Medical Leave, short- or long-term disability.
  - B. Unused sick and safe leave days shall not be paid out upon leaving the employment of OSF.
  - C. A continuous sick leave absence of more than three (3) working days requires supporting documentation from a medical professional. This documentation, when requested, must be submitted to P&C. Such sick leave absences may count against the employee’s entitlement to Family and Medical leave under the federal Family and Medical Leave Act of 1993 (“FMLA”) and any other applicable and concurrent leave.
  - D. Part-time employees accrue the same amount of sick and safe leave days on a pro-rated basis based on the number of total part-time hours they worked weekly.
  - E. Sick and safe leave days may be used for any of the following reasons:
    - 1. Your own medical needs and appointments, including non-work-related illness or injury, substance abuse rehabilitation, or events constituting “safe time” as defined under the New York City Earned Safe and Sick Time Act, N.Y. Admin. Code. § 20-914(b) (i.e., seeking assistance related to domestic violence, family offense matters, sex offenses, stalking, or human trafficking).

- 2. To provide needed care for a family member, including accompanying family members to medical appointments or assistance related to safe time.
- 3. The term “family member” is defined below in Section 9 (Bereavement).
- F. Employees may use sick and safe leave days in increments of two (2) hours.
- G. The parties agree that on an annual basis, the benefits provided to employees under this Agreement are comparable or better than those provided under New York State Paid Sick Leave Act, New York Labor Law § 196-b, the New York City Earned Safe and Sick Time Act, N.Y. Admin. Code. § 20-911, et seq., and the Accrued Sick and Safe Leave Amendment of 2008, D.C. Code § 32-531, et seq. Therefore, the provisions of the Acts are hereby waived. An arbitrator will be empowered to remedy any violation to this Section and the law.

**Section 3 Personal Days.**

- A. All bargaining unit employees shall receive five (5) personal days in accordance with OSF’s existing personal day policy, and any unused personal days may be banked for the same purpose as sick and safe leave days but may not otherwise be carried forward.
- B. Unused personal days shall not be paid out upon leaving the employment of OSF.
- C. Part-time employees accrue the same amount of personal days on a prorated basis based on the number of total part-time hours they worked weekly.

**Section 4 Holidays.**

- A. OSF observes the following thirteen (13) paid holidays in the U.S.:

New Year’s Day	Indigenous People Day
Martin Luther King, Jr. Day	Veterans’ Day
Presidents’ Day	Thanksgiving Day
Memorial Day	Friday After Thanksgiving Day
Juneteenth	Christmas Eve
Independence Day	Christmas Day
Labor Day	

- B. These holidays will be observed according to the federal holiday schedule.
- C. Holidays can only be used on the days on which they occur. They may not be accumulated or carried over to the following year.
- D. End-of-Year Break.** The End-of-Year Break may continue as paid time off for bargaining unit employees for the life of this Agreement in the sole discretion of OSF (but on the same basis as non-bargaining unit U.S.-based employees, if granted), with the exact days determined by OSF based on the yearly calendar (and may be inclusive of other named holidays) should the break be granted.

**Section 5 Summer Fridays.** Summer Fridays will continue to be evaluated and may be granted within OSF’s sole discretion on a yearly basis.

**Section 6 Jury Duty.** All bargaining unit employees shall continue to receive full pay for length of jury duty.

**Section 7 Parental Leave.**

- A. Employees of the bargaining unit who have been employed full time with OSF in a non-fixed term and non-temporary capacity for at least six (6) consecutive months are eligible for Parental Leave. Parental Leave may be utilized by a parent for the birth of a child or the placement of a child with the parent for adoption or foster care. Part-time permanent staff who work at least

thirty (30) hours per week and meet the service requirement may be eligible for this benefit but their pay will be prorated based on the hours they worked weekly.

- B. OSF shall maintain its existing parental leave policy for bargaining unit employees for the life of this Agreement. As such, all employees are eligible for twenty-four (24) weeks of parental leave at one hundred percent (100%) of their salary. Employees will not, in any circumstances, be able to combine state wage replacement and OSF supplement to receive more than their weekly pay. Employees will be required to apply for state benefits where eligible (such as paid family leave and disability insurance) and must provide proof of payment received. OSF will deduct the equivalent amount from the employee's paycheck to ensure reimbursement for any sums due.
- C. Parental Leave will not be approved more than once in a twelve- (12) month period starting from the date of the employee's first day of Parental Leave.

**Section 8 Family and Medical Leave Act (FMLA).** OSF shall maintain its existing FMLA policy for bargaining unit employees for the life of this Agreement.

**Section 9 Bereavement.**

- A. Bargaining unit employees will receive up to ten (10) days paid leave following the death of an employee's family member for the purpose of attending the funeral or to take care of such matters necessary to attend to said death, including matters that may take place after the death (e.g., to settle issues related to a will). These bereavement days need not be taken consecutively. When the family member lives out of the country and the memorial service will be outside of the contiguous United States, bargaining unit employees will receive up to an additional five (5) days to travel for the memorial service.
- B. For purposes of this Bereavement section, the term "family member" shall be defined as a spouse or domestic partner, children (including pregnancy loss), parents and legal guardians (including in-laws), siblings (including in-laws), grandparents (including in-laws), grandchildren, relatives living with the employee, or the parents or children of a spouse or domestic partner. Any person with whom the affected employee has a demonstrably strong familial affinity that is not mentioned by one of the aforementioned relationships shall also be considered by P&C in its sole discretion in good faith, on a case-by-case basis, within twenty-four (24) hours of a request by the employee to P&C.

**Section 10 Voting.** In the event that a bargaining unit employee does not have sufficient time outside of working hours to vote in a federal, statewide, and/or local election, including early voting and primary elections, the employee will be allowed to take off a maximum of four (4) hours of paid leave to vote. A bargaining unit employee may also take up to four (4) hours of paid leave to work as a non-partisan poll worker or election observer. This may be combined with other accrued vacation or personal days.

**Section 11 Witness Duty Leave.** An employee lawfully subpoenaed under penalty of arrest for failure to appear in a court case in which they are a party, shall be excused from work without pay. Time off without pay can be substituted by vacation time at the employee's option.

**Section 12 Military Leave.**

- A. All regular employees may take leaves of absence to accommodate service in the Armed Forces, Military Reserves, and National Guard. Military leave will be granted in accordance with applicable local, state, and federal laws, including specific terms of absence, rights to reinstatement, seniority, benefits, and compensation after a military leave.
- B. Employees who need to be away from work for military leave should contact their supervisor as soon as possible upon learning of their military duty requirements.

**Section 13** Employees covered under this Agreement will be entitled to any other Paid Time Off benefit for a purpose not specifically set forth elsewhere herein and that is contained under OSF policies, applicable to the U.S., as applied to other similarly situated employees in the U.S.

## ARTICLE 14

# MISCELLANEOUS EMPLOYMENT POLICIES

### **Section 1 OSF Employment Policies.**

- A. Bargaining unit employees will have electronic or other access to the current employee handbook and other applicable employment policies, as they will be updated and or modified from time to time. New hires will be provided with the then-current employee handbook in electronic form or a link thereto.
- B. OSF will work in good faith to make all policies referred to in this section accessible from one centralized electronic location.

### **Section 2 Authorized Organizational Expenses.**

- A. OSF will reimburse employees for reasonable organizational expenses, including pre-approved travel expenses, so long as the employee completes the appropriate expense reporting, supported by appropriate documentation, as per OSF's travel and reimbursement policies.
- B. Bargaining unit employees shall not be required to pay expenses on behalf of the organization. Staff who travel as a regular part of their job or frequently expend funds for internal or external OSF programs, shall receive an organizational credit card for such expenditures or be provided with alternative methods for the payment of such expenses by the organization.
- C. Organizational expenses will cover lost or delayed items (not covered by the carrier or other travel insurance), and additional costs for necessary medical supplies arising from unexpected illness or accidents during work-approved travel, in accordance with organizational policies and supervisor approval.

### **Section 3 Job Descriptions.**

- A. OSF shall maintain a written job description for each internal title within the bargaining unit. All written job descriptions are guides to the general duties of the role. The duties listed in the written job description are not to be construed as a limitation on the employee to take on additional work, special projects, professional development opportunities, or the employer's right to assign work outside but related to an employee's written job description.
- B. Job descriptions will detail the general description of the role, and its responsibilities and qualifications.
- C. Job descriptions shall be made available online, either via the company intranet or a software platform that is available to all employees. The process for accessing job descriptions will be listed on the company intranet.
- D. All new hires in the bargaining unit shall receive the applicable written job description for their internal title as part of the on-boarding process on or before their start date. As part of the onboarding process, all new bargaining unit employees shall have a meeting with their direct supervisor within two (2) weeks of the employee's start date to discuss the written job description and ask any questions regarding the written job description the employee may have.

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

#### **Section 4**

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

#### **Section 5**

##### **Immigration.**

- A. OSF considers immigration sponsorship to be an important part of its ability to recruit, hire, and retain skilled and diverse talent to support our worldwide mission and programs.
- B. Where OSF is seeking temporary or permanent work authorization for a potential new bargaining unit employee, OSF will discuss the visa process and keep the potential employee reasonably informed during the application process of potential visa options and convey advice of outside counsel on the immigration law implications for the new employee and their family, relevant deadlines, and an estimate of typical visa approval timing (if possible). OSF will keep the potential employee reasonably informed of delays and complications in the process that may delay the employee's ability to start work. In no event shall any employee begin work unless and until work authorization is granted or authorized under law.
- C. For bargaining unit members holding temporary work authorization, OSF will, upon request, meet with the employee between eighteen (18) and twelve (12) months prior to the expiration of the work authorization to discuss whether OSF will be seeking to renew the work authorization on either a temporary or permanent basis. In making such a determination, OSF may take into consideration such factors, including but not limited to, the bargaining unit member's tenure, skills, performance, and OSF's operational needs.
- D. If such a meeting is requested, OSF will provide the bargaining unit employee with its decision at least twelve (12) months prior to the expiration of the work authorization or one (1) month after the meeting, whichever comes later. If OSF chooses not to sponsor the bargaining unit member's permanent residency or visa extension, OSF will explain the basis for its decision in writing to the bargaining unit member. Such a decision against renewal of work authorization will not in and of itself negatively impact a bargaining unit member's future application for separate employment opportunities with OSF, provided that those factors that led to such decision may still be taken into account (e.g., performance). When OSF chooses to sponsor a bargaining unit employee, OSF will make reasonable efforts in the immigration sponsorship process in good faith, but cannot guarantee any result.

- E. All decisions regarding assisting and sponsoring any new or existing bargaining unit employee in obtaining temporary or permanent work authorization are within the sole discretion of OSF.
- F. OSF will make good faith efforts to ensure that bargaining unit employees with the need to seek and renew work authorization and related status issues will have reasonable access to relevant sources of information during the process. To the extent the Union has any concerns regarding such efforts, they will be raised exclusively through the Labor Management Committee and will not be subject to the grievance and arbitration procedure.

**Section 6**      **Cell Phones.** Bargaining unit employees shall be eligible to receive an OSF cell phone.

**Section 7**      **Professional Development.**

- A. Recognizing the importance of professional development opportunities that strengthen employees' skills and performance in their role and ability to contribute to organizational needs, all bargaining unit employees, upon request, shall have the opportunity to discuss potential professional development opportunities with their manager at least once per year.
- B. There are a variety of approaches to professional development that must be tailored to the specific circumstances. Professional development can include consultations, coaching, communities of practice, lesson study, mentoring, as well as specific development opportunities such as (not an exhaustive list):
  - 1. Attending internal and external training opportunities
  - 2. Facilitating a meeting
  - 3. Delivering presentations
  - 4. Attending meetings, seminars, or conferences
  - 5. Opportunities to hone public speaking skills
  - 6. Participating in a site visit
  - 7. Involvement with grantee affinity groups
  - 8. Participating in OSF special programs
  - 9. Receiving language tutoring or training
  - 10. Opportunities to work on a project in a related field
  - 11. Opportunities to observe and/or be exposed to governmental leaders
  - 12. Attending grantee board meetings
- C. All opportunities must be approved by the employee's manager, including any funding, which will be drawn from the respective department or program's budget. Managers will consider all professional development requests in good faith.

**Section 8**      **Relocation Support Policy.** OSF shall maintain its current Relocation Support policy (attached hereto as Appendix C) for the duration of this agreement. OSF shall provide a copy of this policy and the Travel and Expense Guidelines (in physical or electronic form) to any bargaining unit employee who will be relocated for OSF. The parties agree that bargaining unit employees may have the assistance of a Union representative in connection with any meeting or other communication with management provided for in the policy. All decisions by OSF with respect to the Relocation Support Policy shall continue to be within OSF's sole discretion, but shall always be made in good faith.

**Section 9**      **Artificial Intelligence (AI) Technology.** Technology that involves the use of generative artificial intelligence, including machine learning or deep learning, may be used by employees, subject to any applicable OSF policies on the use of AI, to supplement or assist in their work. The parties agree to discuss the potential impact of such technology on bargaining unit work, including any

possible effects of staffing, positions covered by this Agreement, or employee benefits, with the intent to address and mitigate any adverse consequences.

**Section 10** Employees will be provided with a desk when in the office and storage (either a locker or desk) to store their belongings at the work location.

**Section 11** Before any changes are adopted in final form to employee manuals or policies that directly impact wages or benefits, OSF shall provide notice to the Union and discuss such changes, and provided that OSF does not have authority to make such changes in accordance with the terms of Article 5 (Management Rights) or any other provision of this Agreement, bargain with the Union in good faith prior to implementing such changes.

**Section 12** **New Policies and Benefits.** The Employer retains the right to implement new policies, programs, or benefits for employees outside the bargaining unit and to determine whether such policies, programs, or benefits will apply to employees in the bargaining unit. In the event the Employer decides not to extend a newly implemented policy, program, or benefit that applies to similarly situated U.S.-based employees to bargaining unit employees, the Employer shall clearly inform the Union and the affected employees of that decision in writing.

## ARTICLE 15

# GRIEVANCE AND ARBITRATION PROCEDURE

**Section 1** **Definition.** A grievance is defined as any complaint, dispute, or controversy arising between the parties hereto involving the interpretation or application of any provision of this Agreement, alleging an improper loss or reduction of any contractually established benefits arising out of the employment with OSF or alleging an employee was subject to discipline or discharge without just cause.

**Section 2** **Party to the Grievance.** A grievance may be filed either by the Union or OSF.

**Section 3** **Informal Resolutions.** The parties recognize that day-to-day problems may be discussed and resolved without the use of the formal grievance procedure. While such informal resolution is encouraged, only a written settlement agreement between OSF and the Union will have the authority of contract and no understanding between an individual bargaining unit employee or manager shall be considered a binding practice or be contrary to the provisions of this Agreement. The parties can mutually agree to toll, in writing, during informal resolution.

**Section 4** **Grievance Steps.**

A. **Step One:** The Union shall submit the grievance in writing to OSF within thirty (30) days of the circumstances giving rise to the grievance. The written grievance shall cite the contractual provisions alleged to have been breached. The Union may submit the grievance to the designated Employee and Labor Relations team member within P&C. A first step grievance meeting between the Union and OSF (typically a representative of the Employee and Labor Relations team) will be held within twenty-one (21) days after receipt of the written grievance. Where a grievance involves a specific individual, the Grievant may attend to provide additional context if requested by the Union or Management. This Step One meeting shall be a thorough discussion of all of the facts related to the filed grievance in which the Union and Management shall seek to achieve a mutual understanding of the factual circumstances. The Employee and Labor Relations representative shall give OSF's written answer within fourteen (14) days following the meeting.



- B. *Step Two*: If settlement is not reached in Step One, then the grievance may be presented in writing by the Union to the Director of Employee and Labor Relations or their designee within fourteen (14) days after OSF issued its Step One response. A second step grievance meeting between the Union, the Grievant, and OSF will be held within fourteen (14) days after receipt of the written grievance. This Step Two meeting shall be a thorough discussion of all of the facts related to the filed grievance in which the Union and Management shall seek to achieve a mutual understanding of the factual circumstances. The Director of Employee and Labor Relations or their designee shall give OSF's written answer within fourteen (14) days following the meeting.
- C. *Step Three*: If settlement is not reached in Step Two, then the grievance may be submitted to arbitration, provided that submission occurs within twenty (20) days after the conclusion of Step Two and that notice is provided to the other party of intent to bring the grievance to arbitration on or prior to the day this occurs.
  1. Only the Union or OSF can invoke arbitration.
  2. The following individuals shall be the designated contract arbitrators: Howard Edelman, Carol Wittenberg, and Gayle Gavin.
  3. The arbitration shall be governed by the Voluntary Labor Arbitration Rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding, except that the arbitrator shall have no authority to add to, subtract from, modify, change, or disregard any of the provisions of this Agreement.
  4. The fees and other charges of the arbitrator shall be divided equally between the parties.
  5. The parties will mutually agree upon an arbitrator to fill a vacancy resulting from the removal of an arbitrator from the list or the resignation of an arbitrator from the panel. If the parties cannot agree upon an arbitrator to fill the vacancy, either party shall have the option of using the procedures of the American Arbitration Association to request a panel for selection of an arbitrator to hear a case when the vacant position would be next up in the rotation. The parties can also agree to a reduced number of arbitrators in the panel and continue the rotation with the remaining panel.
- D. Any grievance filed by OSF shall start at Step Two and be filed in writing with a CWA designated representative. The Union shall have the same time to respond as set forth in Step Two above.
- E. If the Union provides OSF with a reasonable period of advance notice, OSF shall allow reasonable time off with pay for the Grievant, Union witnesses who are employees of OSF, and/or a Union representative who is an employee of OSF to participate in the arbitration hearing.

**Section 5** **Time Limits.** The time periods specified above may be extended only by mutual agreement, in writing, between OSF and the Union. Any grievance upon which a disposition is not made by OSF within the time limits prescribed, inclusive of any written extension that may have been agreed to, may be referred to the next step in the grievance procedure. It is agreed that the time limit for filing at Steps Two and Three shall begin on the date sent by the other party. Any grievance not carried to the next step by the filing party within the prescribed time limits, or such written extension which may have been agreed to, shall be automatically closed with prejudice.

**Section 6** **Meetings.** The meetings specified in Step One and Step Two shall, whenever possible, be either in person or via videoconference, on work time. The Grievant and Union representative shall be excused from work to participate in the meeting. Meetings may be telephonic when an in-person or videoconference meeting is not feasible within the allotted time frame.

**Section 7** **Anti-Retaliation.** No employee shall be retaliated against for filing a grievance.

## LABOR-MANAGEMENT RELATIONS

**Section 1** OSF and the Union recognize that it is in the best interests of the parties, the employees, and the public that all dealings between them continue to be characterized by mutual responsibility and respect.

**Section 2** The parties shall establish a Labor-Management Committee (the “Committee”) to maintain communication between the parties, to promote a climate conducive to constructive employee relations, and to create a mechanism to address employment related issues, regardless of whether such matters are specifically addressed in the collective bargaining agreement.

- A. The Committee may establish sub-committees, which shall have equal representation from both the Union and Management, to address specific issues.
- B. The Committee shall have up to a total of ten (10) members, up to five (5) designated by the Union and up to five (5) designated by OSF. The Union members shall be elected. OSF shall designate at least one (1) individual from P&C with direct or indirect responsibility for labor relations and one (1) director-level manager or higher to be members of the Committee. In addition, at least once per year, either the President, General Counsel, or upon mutual agreement by OSF and the Union, a member of the Executive Leadership Team (ELT) will participate in the Committee.
- C. The Committee shall meet at least once (1) per quarter, or more frequently if the parties agree.
- D. The Committee shall have the authority to determine its agenda within the scope and authority of the Committee set forth in Section 1 of this Article. The parties will endeavor to be familiar with the Agenda items and if appropriate invite OSF representatives to address the issues raised in the Agenda.
- E. Committee meetings shall be for the purpose of discussion and providing recommendations and not for the purpose of initiating or continuing collective bargaining, nor shall the Committee have the authority to in any way modify, add to, or subtract from the provisions of this Agreement.
- F. The Union shall not waive its right to grieve or arbitrate issues that are otherwise grievable or arbitrable pursuant to the terms of this Agreement by raising such issues at the Committee.
- G. Committee members attending the Committee’s meetings shall lose no pay if such meetings are held during their regularly scheduled work hours.
- H. Committee meetings will typically be scheduled for two (2) hours, except as otherwise agreed to by the parties.
- I. The Committee shall issue a joint statement at least twice per year informing the bargaining unit of the members of the Committee.
- J. OSF and the Union shall consider in good faith recommendations made by the Committee.

**Section 3** When an officer or designated representative of the Union seeks time off from assigned OSF duties to attend solely to Union matters, upon written notification and mutual agreement between OSF and the Union, they will be granted a leave of absence (in accordance with the terms below) upon the request of the CWA District 1 Office to OSF U.S. Labor Relations, provided that:

- A. The written notification is provided to Labor Relations and the Advisory Partner (with Manager copied to the notification) stating the reason for the leave request.

- B. Such leave is requested at least sixty (60) days in advance of the leave start date.
- C. No such leave of absence shall be for an initial period of less than thirty-one (31) calendar days or more than one (1) year, renewable annually.
- D. OSF will continue to pay the officer or designated Union representative's salary and benefits during the leave period, and the Union will reimburse OSF for the cost of such salary and benefits, if any. The reimbursement will be payable by the Union to OSF upon receipt by the Union of invoices therefore (which shall be provided no less than on a monthly basis).
- E. The period of absence will not be deducted in computing their seniority.
- F. Only three (3) bargaining unit employees may take such leave per calendar year, but only one (1) bargaining unit employee per program or department may be on such a leave at a time, and an employee may take no more than one such leave every three (3) years.

## ARTICLE 17

# SENIORITY

- Section 1** An employee's seniority will be defined as the number of years the employee has been employed with OSF as a regular or fixed-term employee, beginning with the date of the employee's hire and ending with the effective date of the employee's termination. For the purposes of the preceding sentence, prior periods of service will include employment at an OSF national or regional foundation, the Central European University, or another OSF affiliate within the Open Society Foundations network (as determined by OSF in its discretion).
- Section 2** Except as provided below, employees shall retain their original seniority date only while continuously employed by OSF. For purposes of this provision, employees shall be deemed continuously employed by OSF while on approved leave of absence from OSF provided they remain employed by OSF during such leave.
- Section 3** **Break in service.**
- A. For employees who are laid off under this Agreement, there shall be no break in their continuous years of service provided they are rehired to employment with OSF (either as regular employees or fixed-term employees) within six (6) months from the time the employee was eligible to reapply for employment with OSF.
  - B. All other former employees rehired by OSF (either as regular employees or fixed-term employees) and including those laid off but rehired after more than six (6) months from the time the employee was eligible to reapply for employment with OSF, will be given a new seniority date as of their date of rehire.
  - C. This Section shall not apply to the calculation of years of service for purposes of severance for employees who received severance payments of any kind for any reason from OSF.
- Section 4** If more than one (1) employee has the same seniority date, the last four (4) digits of the Social Security Number will be used to establish the ranking. The employee with the lowest number will be considered the most senior.
- Section 5** Years of service will be prorated to the nearest day.

## BARGAINING UNIT WORK

- Section 1** It is recognized that OSF frequently makes grants to other grant-making organizations, that it regularly works with other nonprofit organizations that perform work similar to bargaining unit work, and that OSF currently uses contractors to perform work that may be considered bargaining unit work.
- Section 2** OSF shall have the right to subcontract bargaining unit work. The Employer shall inform the Union before subcontracting of bargaining unit work if such subcontracting will result in the permanent reduction in straight time hours of work of existing bargaining unit employees or in the layoff of any bargaining unit employee and, in such cases, the Employer will meet with the Union to discuss the effects of that decision on bargaining unit employees. OSF may not proceed with the layoff of bargaining unit members until the parties have met and discussed the matter and had a full and fair opportunity to discuss any concerns the Union may have. Further, OSF will not fill a bargaining unit position that becomes vacant with an outside temporary staffing agency for a period of more than one (1) year. For the purposes of this Agreement, an employee hired through an outside staffing agency shall be referred to as a temporary agency employee.
- Section 3** In the case of regular positions that may become vacant, OSF may also hire fixed term, non-bargaining unit employees to do bargaining unit work; however, such fixed-term employees shall not permanently replace existing bargaining unit employees.
- Section 4** **Fixed-Term Employees.**
- A. OSF will make a good-faith effort to keep fixed-term employees (as defined in Article 1 (Recognition), Section 5.A) (Fixed-Term Employees Other Than Fellows) informed as to whether it intends to extend the initial fixed-term arrangement as soon as such a decision is made by management.
  - B. Fixed-term contracts will include the scope of the work and expected duration of the fixed-term period.
- Section 5** Non-bargaining unit personnel (managers, supervisors, and employees in other offices) may continue to perform bargaining unit work. Should bargaining unit work be moved temporarily or permanently to employees in offices not covered by the contract, the Employer shall inform the Union of such changes and shall meet with the Union to discuss the effects of those changes on bargaining unit employees. OSF may not proceed with the layoff of bargaining unit members until the parties have met and discussed the matter and had a full and fair opportunity to discuss any concerns the Union may have.
- Section 6** It is further understood that no action that may otherwise be taken under this Section, including transfer of work to non-bargaining unit personnel, supervisors, contractors, temporary employees, and/or agency employees, will be motivated by union animus.

## ADJUSTMENT TO THE WORKFORCE AND LAYOFFS

- Section 1** OSF shall have the right to lay off bargaining unit employees for economic or operational reasons in its discretion.
- Section 2** In the event OSF determines that a layoff becomes necessary during the term of this Agreement, OSF will first advise the Union prior to notifying the affected employee(s). The notification shall be done at least one (1) week prior to notifying bargaining unit employees and shall include the job titles impacted, the seniority dates of employees, the organizational reason for the layoff, and the projected layoff date.
- Section 3** Employees will be offered two (2) months' notice following the layoff notice to the Union. This two-(2) month period will be defined as "active notice."
- A. If an employee begins full-time alternative employment during the active notice period, the notice period will end at that time since it is meant to provide support for employees while they seek such alternative employment. Any unused notice period will not be converted into severance or other pay.
- B. If an employee wishes to leave employment before the notice period ends (whether to begin alternative employment or otherwise), they shall discuss their situation with their manager and their Advisory Partner. The Union may also bring this issue to the attention of P&C.
- Section 4** Should an employee's position be eliminated as a result of the conclusion of an opportunity, or due to any other organizational redesign, impacted individuals who possess the skills, qualifications, and relevant experience for a vacant position (as determined by OSF) will (upon application) be placed in available open positions (if any) that OSF considers to be less than a twenty percent (20%) change from the individual's current impacted position. In the event there are multiple individuals who would be eligible for the same position, the selection shall be made in the sole discretion of OSF. The twenty percent (20%) determination shall be based on a review of the current job descriptions of both positions and the actual duties and functional responsibilities of the positions. Nothing in this paragraph limits OSF's discretion to transfer an employee to another position to avoid the need for a layoff or otherwise.
- A. An employee may decline the new position under this provision if such position is a fixed-term position, the position would have a lower salary than the employee's current position, and/or the maximum salary for the new position is lower than the maximum salary for the employee's current position and will remain entitled to the provisions of this Article, including applying to other positions, severance, etc.
- B. Employees will have twenty-four (24) hours to decide to accept when offered such a position.
- C. If a regular employee accepts an offer to a fixed-term or temporary position of less than twelve (12) months in duration, once that fixed-term or temporary position ends, the employee will be entitled to the accrued severance they would have otherwise received had they been laid off prior to the reallocation or appointment to a fixed-term or temporary position.
- Section 5** **Layoff Severance.** Employees who are laid off pursuant to this Article, will receive a layoff severance, plus payment for any unused and accrued vacation. The layoff allowance will be as follows:

- A. The severance will be in the amount of one (1) month per year of service, prorated for partial years, with a maximum of twelve (12) months and a minimum of one (1) month.
- B. In OSF's sole discretion, bargaining unit employees shall receive severance in a lump-sum payment or in installments in accordance with the OSF payroll cycle, or in a lump-sum payment at their request.
- C. Bargaining unit employees receiving severance shall also receive reimbursement for health insurance continuation through COBRA for the severance period in the same manner as they received as bargaining unit employees (regardless of whether the severance is paid in a lump-sum or in installments in accordance with the OSF payroll cycle).
- D. Bargaining unit employees laid off pursuant to this Article shall receive their severance in exchange for a general release as provided by OSF. Nothing in such general release shall preclude the Union from filing a grievance concerning the processes set forth in this Article, but no individual grievant that has executed such a general release will be entitled to reinstatement, monetary relief, or other remedies of any kind. In the event the Union wishes to file a grievance on a matter directly relating to a layoff or severance entitlement, the matter may, after providing OSF with a written grievance, be presented to arbitration without the need for formal grievance steps and responses. The parties, however, will promptly meet informally to discuss possible resolution of the dispute prior to any arbitration.

## Section 6

**Immigration Support.** In the event OSF initiates the relocation of an employee, OSF will offer the following:

- A. Thirty (30) minute individual briefing sessions with immigration counsel for all impacted members to ensure they understand the procedures associated with canceling their work permit and the options available, or not, to remain in the country of work. This time can also be used to talk through sequencing of permanent residency applications, where applicable.
- B. Up to two (2) hours of individual consultations and support with OSF's immigration counsel (as distinguished from a briefing or information session) relevant to their particular situation.
- C. Repatriation/Relocation Support.** OSF will offer financial support for relocating employees who were relocated to work for OSF in their current work location.
  1. OSF will relocate staff to their home country, the country from which they were recruited, or another country in which they are eligible to live on a permanent basis, as determined by the employee's needs and future plans. Note that OSF will not be able to arrange for work permits in the destination country since the individual will no longer be an OSF employee.
  2. Where affected staff are at risk in returning to their home country due to personal safety concerns relating to their work for OSF, such staff may bring those concerns to OSF and OSF will review these situations on a case-by-case basis. OSF will consult with the affected staff and determine, in its sole discretion, whether further support will be provided.
  3. OSF will provide a letter of disassociation to individuals who have concerns about their association with OSF being an impediment to future employment upon any potential return to their home country. Upon request, OSF will remove the individual's name from the OSF website directory and will consider in good faith any requests to remove the individual's name from other public OSF documents.
  4. Relocation includes one-way flights for the employee and their dependents, shipping of household effects, and storage of those effects in the home or other country for a period not to exceed thirty (30) days.

5. OSF will also:
  - a. Offer an incidental allowance of seven hundred fifty U.S. dollars (\$750) or local equivalent toward moving expenses; and
  - b. Reimburse up to four hundred U.S. dollars (\$400) for tax advice.
- D. These benefits will be available for use up to and after an affected individual's separation date. Benefits outlined in sub-sections C.1, 2, and 3 above will be available to those who sign and do not revoke their separation agreement and release. Use of these benefits must in all cases be completed by no later than December 31 of the year following the year in which the affected individual's separation date occurs. No cash equivalent is available in lieu of these benefits. To the extent these benefits are taxable, they will be subject to applicable withholding from salary or other cash payments.

**Section 8 Former Employees.** A former employee who has been laid off and who files an application for employment during the one- (1) year period following the end of their employment, will be given consideration for vacancies for which they possess the required qualifications. In the event the former employee is qualified for the vacancy, P&C will identify the applicant as a former employee to the hiring manager for consideration. OSF will have the discretion to conduct an interview in connection to the former laid off employee's application.

**Section 9** Fixed-term employees who have been with OSF for twelve (12) months or more will only be eligible for all provisions of this Article if the layoff ends their employment prior to the expiration of their fixed term. If their fixed term expires on the agreed date, they will not receive any layoff provisions.

**Section 10** As to prospective employers outside of OSF, should P&C receive any employment inquiries or reference requests regarding the employment of any laid-off employee, OSF agrees it shall provide only the following information: dates of employment, title, and (if requested) the employee was involuntarily laid off. OSF is not responsible for inquiries or reference requests not directed to P&C.

**Section 11** Any layoff or restructuring process will not be made in an effort to undermine the Union or bargaining unit employees nor to circumvent this Agreement.

**ARTICLE 20**

**COMPENSATION**

**Section 1 Minimum and Maximum Salaries.**

A. Effective July 1, 2025, the minimum and maximum hiring salaries shall be as follows:

Job Title	Minimum	Maximum
<b>Legal and Finance Associate</b>	\$80,000	\$90,100
<b>Program Operations Associate</b>	\$80,000	\$90,100
<b>Executive Assistant</b>	\$80,000	\$90,100
<b>Accountant</b>	\$80,000	\$91,800
<b>Administration Officer</b>	\$89,400	\$107,800

<b>Job Title</b>	<b>Minimum</b>	<b>Maximum</b>
<b>Program Operations Officer, SEDF</b>	\$89,400	\$107,800
<b>Real Estate and Projects Associate</b>	\$89,500	\$107,800
<b>Associate Operations Officer</b>	\$96,000	\$116,800
<b>Legal Analyst</b>	\$96,000	\$116,800
<b>Legal Operations Officer</b>	\$96,000	\$116,800
<b>Operations Officer</b>	\$99,200	\$121,100
<b>Associate, Program Management</b>	\$100,000	\$122,200
<b>Program Analyst</b>	\$100,000	\$122,200
<b>Systems Officer</b>	\$109,600	\$123,000
<b>Front of House Supervisor</b>	\$102,000	\$124,900
<b>Project Manager, Operations</b>	\$103,500	\$127,000
<b>Grant Associate</b>	\$105,000	\$129,000
<b>Contracting Officer</b>	\$108,800	\$134,100
<b>Producer</b>	\$112,300	\$138,900
<b>Operations Project Officer</b>	\$124,500	\$155,500
<b>Grant Officer</b>	\$124,500	\$155,500
<b>Accounting Officer</b>	\$125,600	\$157,000
<b>Communications Officer</b>	\$126,600	\$158,400
<b>Program Manager, Programs</b>	\$138,600	\$180,700
<b>Strategy Officer</b>	\$139,900	\$176,400
<b>Advocacy Advisor</b>	\$176,800	\$250,700
<b>Senior Legal Counsel, Justice Initiative</b>	\$187,600	\$255,300

**Section 2 Annual Increases.**

A. Salary and Range Increases

1. All bargaining unit employees will receive an across-the-board increase to the salary according to the following:
  - a. An increase to their base salary in the amount of three percent (3%) on January 1, 2026.
  - b. An increase to their base salary in the amount of three percent (3%) on January 1, 2027.
  - c. An increase to their base salary in the amount of three percent (3%) on January 1, 2028.



2. The minimums and maximums in Section 1.A shall adjust according to the following:
    - a. An increase of two percent (2%) on January 1, 2026.
    - b. An increase of two percent (2%) on January 1, 2027.
    - c. An increase of two percent (2%) on January 1, 2028.
  3. All minimum and maximums will be rounded to the nearest one hundred U.S. dollars (\$100).
- B. Notwithstanding the foregoing, bargaining unit employees who are at the top of the range will receive no further salary increases. Instead, such employees will receive a lump-sum cash payment equal to the salary increase set forth in “A” above. If an employee is below the maximum for the range but the increase set forth in “A” above would place an employee above the applicable maximum, the employee will go to the maximum and then receive the remainder as a lump sum. This will not apply to individuals whose maximum salary decreased and are identified in a separate letter of agreement.
- C. Annual increases shall be provided at a separate time than any compensation increases connected with the “Skills-Based Assessment” process.

### **Section 3 Skills-Based Assessment Process.**

- A. The Employer shall maintain a clear and transparent policy outlining the criteria and procedures governing the Skills-Based Assessment framework. This policy shall be shared with all employees, applied consistently, and updated as necessary. All decisions made under the Skills-Based Assessment framework must comply with the published policy and shall be implemented in a manner that is consistent with the principles set forth in Article 4 (Equal Employment) of this Agreement. The parties agree that the information OSF has provided prior to the execution of this Agreement is sufficient to satisfy this obligation.
- B. The initial Skills-Based Assessment for all bargaining unit employees will be effective July 1, 2025, and at the time of hire for new employees.
- C. After the initial Skills-Based Assessment process, employees in “New To Role/Essential Category” will be eligible to move to the next skill level (if criteria is met) after one (1) year. All other classifications will require a two- (2) year period between assessments.
- D. There will be two (2) cycles per year, a minimum of four (4) months apart, in any given twelve- (12) month period, when managers may request employees be assessed and potentially moved to the next skill level.
- E. The Union shall have the right to file grievances over any determination made under this process relating to whether the Employer has properly followed its policy, has made a factual error in its calculations relating to the policy, or otherwise failed to follow the terms of this Agreement in this regard.
- F. The Employer may revise the Skills-Based Assessment policy; however, no such revision shall operate to the detriment of any employee who, in good faith, has been working toward expectations or criteria previously expressly communicated by their manager and whose evaluation is based on those prior standards.
- G. The Union and the Employer shall meet in May 2026 to discuss the implementation of the Skills-Based Assessment framework, including any proposed changes, improvements, or concerns related to its application. These discussions may include review of the policy’s effectiveness, consistency, and impact on employees.

#### **Section 4**

**Global Acting/Coverage Allowance Policy.** During the term of this Agreement, OSF shall maintain a Global Acting/Coverage Allowance Policy. OSF may revise (but not eliminate) the policy in its sole discretion provided that any such modifications are applied consistently across the organization for similarly situated non-bargaining unit U.S.-based employees and maintained at a minimum at the provisions below. OSF will share proposed revisions with the Union at least thirty (30) days in advance and shall afford the Union a meaningful opportunity to consult and engage in dialogue regarding the impact and implementation of such changes prior to their effective dates.

- A. Acting allowances are used for acting in a higher-level role while keeping existing role responsibilities (or with others covering own role) and covering allowances are used for covering the same or a lower-level role while keeping existing role responsibilities.
- B. Employees may request an acting or coverage allowance on their own behalf. Employees have the right to include a Union shop steward in any related discussions with management or P&C. Requests must include a list of the acting or coverage duties the employee has been assigned. Employees are encouraged to raise the matter with their direct supervisor before submitting a formal request to P&C.
- C. If approved, the effective date of the assignment will be agreed with P&C and the direct supervisor, and if necessary, retroactively applied, provided the employee or supervisor submitted a timely written request.
- D. Employees have the right to decline a temporary acting or coverage assignment without penalty. Declining such an assignment shall not result in discipline nor shall it negatively impact performance evaluations.

#### **Section 5**

In the event of a promotion in accordance with the terms of Article 12 of this Agreement (Hiring and Promotions), a Skills-Based Assessment shall be performed to determine appropriate placement within the range for the new position and the employee shall move to at least the minimum salary of the new position. Where an employee is moving to a position with a higher minimum salary than their current position, in no event will the promoted employee make less than their current compensation.

#### **Section 6.**

##### **OSF Salary Determinations for New Hires.**

- A. OSF retains the right to offer newly hired staff a salary above the minimums set forth in this Agreement. However, OSF shall make a good faith effort to avoid creating significant material discrepancies between employees in the same title who have equivalent job responsibilities, relevant experience, and skills.
- B. Nothing in this Agreement shall prevent OSF from paying any employee a rate above the contractual minimum. Decisions to offer salaries above the minimum must have a clear and transparent basis, grounded in established criteria, which may include:
  - 1. Relevant experience;
  - 2. Relevant skills and knowledge acquired through education or other means;
  - 3. Institutional knowledge of OSF (e.g., prior partnership with OSF or understanding of its operations);
  - 4. Language proficiency (as relevant to the role);
  - 5. Specialized skills relevant to the position (e.g., technical expertise, writing, presentation, or project management skills; familiarity with OSF systems);
  - 6. Comparable internal salaries;
  - 7. Candidate salary expectations and the nature or scope of the applicant pool;

8. OSF will not unreasonably discount other non-traditional qualifications that contribute meaningfully to the role.
- C. In the event that OSF chooses to hire a bargaining unit employee at a rate higher than minimum, it shall inform the Union upon the hiring, and the parties may thereafter discuss the basis for the decision.

## **Section 7**

**Raise Request Discretion.** Nothing in this agreement shall prevent a bargaining unit employee from requesting a salary increase. Further, OSF may, within its sole discretion, provide an existing employee with a wage increase at a rate higher than the minimum set forth in this agreement and/or provide a lump-sum bonus payment to any employee. In doing so, OSF shall make good faith efforts not to create significant material discrepancies between staff in the same title with equivalent job requirements, performance, skills, related experience, and tenure; provided; however, that the decision to provide or not provide a merit bonus or any other wage increase or lump-sum payment shall not be subject to the grievance and arbitration procedure.

## **ARTICLE 21**

# **EMPLOYEE BENEFITS**

## **Section 1**

### **Benefit Plans.**

- A. All bargaining unit employees will continue to receive the following benefits on the same terms and conditions as similarly situated, non-bargaining unit U.S.-based OSF employees.
  1. Medical Health Insurance (which shall include transgender services)
  2. Reproductive and Family Support Policy: Shall be no less than a thirty-six thousand U.S. dollars (\$36,000) lifetime benefit. Any and all reimbursements related to this coverage are subject to OSF's Reproductive and Family Support Policy.
  3. Dental Insurance
  4. Vision Plan
  5. 403(b) Retirement Benefit: OSF agrees that it shall modify the vesting period for employer contributions to the OSF 403(b) plan to one (1) year from the beginning of employment.
  6. Short-Term Disability Insurance (STD): OSF will continue to provide STD benefits during the life of this agreement to all employees with no cost. OSF will supplement any STD or state wage replacement (if applicable) for such leave up to one hundred percent (100%) of the employee's wage/salary up to eight (8) weeks.
  7. Long-Term Disability Insurance
  8. Life Insurance
- B. In the event that OSF determines that changes to the current benefit plans should be made, OSF shall consult with the Union to discuss and provide feedback on any proposed benefit plan changes prior to implementation. OSF reserves the right to modify all such plans after such consultation, provided, as set forth above, any changes apply to both bargaining unit employees and similarly situated, non-bargaining unit U.S.-based employees. Notwithstanding the above, there shall be no changes to the employee contribution on all health plan premium levels for plan years through May 31, 2028.

**Section 2** **Bargaining Unit Staff Memberships.** Bargaining unit members will be eligible to participate in employee membership programs (e.g., “Plum Benefits”, etc.) on the same terms as similarly situated non-bargaining unit U.S.-based OSF employees (which may be eliminated or modified by OSF in its discretion).

**Section 3** **Educational Assistance.**

- A. OSF shall maintain its current U.S. Educational and Tuition Assistance policy for the life of the collective bargaining agreement, except that it shall be modified to allow bargaining unit employees to request reimbursement for non-accredited courses that are directly related to the employee’s work at OSF.
- B. Bargaining unit employees must receive prior approval from management, which shall be within OSF’s discretion, for all tuition reimbursement requests.
- C. All Educational and Tuition Assistance reimbursements are subject to the U.S. Educational and Tuition Assistance policy, which provides that:
  - 1. Bargaining unit employees may seek reimbursement for one (1) academic or one (1) language course per semester, relating to the work of OSF, and which must be attended outside the regular business hours of the office. Individual, private, or group tutors will not be approved.
  - 2. For classes in languages not relevant to the work of the foundation, OSF offers reimbursement for one half (1/2) the cost, up to a maximum of seven hundred U.S. dollars (\$700), per semester; prep classes for standardized tests OSF offers a onetime reimbursement limit of seven hundred U.S. dollars (\$700) with the understanding that all courses are conducted at accredited educational institutions, and which must be attended outside the regular business hours of the office.

**Section 4** **Transit Reimbursement.** OSF shall maintain its current transit reimbursement benefit, but at the increased rate of two hundred and eight U.S. dollars (\$208) per month for all bargaining unit employees for the life of this Agreement.

**Section 5** **Flexible Spending Policy.** To the extent permitted by law, OSF shall maintain its existing flexible spending account benefit for bargaining unit employees.

**ARTICLE 22**

**NO STRIKES - NO LOCKOUTS**

**Section 1** OSF and the Union agree that disputes that may arise between them during the term of this Agreement shall be settled without resort to strike or lockout and that the requirements of the law in this regard shall not be violated.

**Section 2** OSF agrees that it will not lock out any or all employees.

**Section 3** The Union agrees on behalf of itself and its membership that there shall be no strikes, slowdowns, sympathy strikes, work stoppage, or interference with the normal operations of OSF, provided, however, nothing herein shall require any bargaining unit employee to cross a lawful primary picket line.

**Section 4**

In the event any violation of Section 3 occurs that is unauthorized by the Union, the Union shall promptly advise the members of the bargaining unit that such action is unauthorized and that the involved members are to return to work or cease such action. OSF agrees that there shall be no financial liability on the part of the Union or any of its officers or agents, where the Union has taken the aforementioned steps to avoid and end the violation. OSF and the Union will work together to bring any such unauthorized action to an end.

**ARTICLE 23**

**SUCCESSORSHIP**

**Section 1**

In the event OSF is to be transferred or assigned to another entity, OSF will notify the Union and, upon request, will meet with the Union to engage in bargaining to the extent required by law.

**Section 2**

OSF will give notice to the transferee of the existence of, and operations covered by, this Agreement.

**ARTICLE 24**

**SEVERABILITY**

It is understood that the provisions of this Agreement are subject to all applicable laws now and hereafter in effect, and to the lawful rulings, regulations, and orders of agencies or courts having jurisdictions. If any terms or provisions of this Agreement are held by a court or administrative agency to be in conflict with any federal, state, or local laws or regulation, such terms or provisions shall continue in effect only to the extent permitted by such laws or regulation, without affecting or impairing any other term or provision of this Agreement. In the event of such a holding, OSF and the Union shall enter into immediate negotiations regarding a mutually satisfactory replacement provision, with all other terms of this Agreement continuing in full force and effect. Should the contravention require immediate action on the part of OSF as an employer, OSF will implement the required change to be within compliance and notify the Union accordingly. The outcome of negotiations under this Article will be implemented as agreed upon by the parties.

ARTICLE 25

**DURATION OF AGREEMENT**

This Agreement shall be in effect from October 6, 2025, through May 31, 2028. IN WITNESS WHEREOF, the parties hereto have duly executed this agreement this 10 of November of 2025.

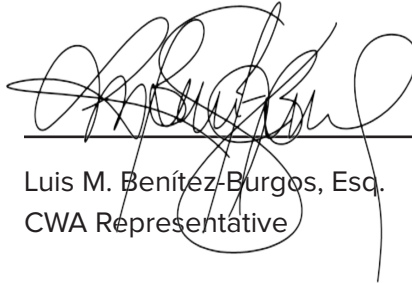
OPEN SOCIETY FOUNDATIONS

COMMUNICATIONS WORKERS OF AMERICA



Samantha Stokes-Baydur  
Chief People and Culture Officer

Gloria Middleton, President  
CWA Local 1180



Luis M. Benítez-Burgos, Esc.  
CWA Representative

## Private Election Agreement

**WHEREAS**, the Communication Workers of America (“CWA”) has requested recognition in the bargaining units of employees employed by the Open Society Foundations (“OSF”) described in Exhibit A of this Agreement;

**WHEREAS**, both the CWA and OSF believe that all members of the potential bargaining units should have an opportunity to express their choice with respect to potential unionization in a free and fair election;

**WHEREAS**, OSF has to this point not engaged in a campaign against the CWA’s organizing effort and does not intend do so; and

**WHEREAS**, both the CWA and OSF wish to provide for such an election in an expedited and efficient manner.

**NOW, THEREFORE**, the parties agree as follows:

1. **Neutrality:** The parties will continue to act in a manner that respects and supports the right of all potential bargaining unit employees to choose to organize for collective bargaining or choose not to do so.
  - a. OSF will not campaign against the CWA’s organizing efforts.
  - b. OSF shall not refer to the CWA as a “third party” in any communication with employees.
  - c. Nothing in this Agreement shall prevent OSF from continuing to provide members of the bargaining unit factual answers to questions in a neutral manner.
  - d. OSF shall not have any mandatory staff meetings to address the CWA union organizing effort.
  - e. Nothing in this Agreement shall prevent either party from encouraging potential bargaining unit members to vote in the election and/or informing potential bargaining unit members that they are eligible to vote in the election.
  - f. The CWA shall not disparage OSF in any way, and OSF shall not disparage the CWA in any way.
  
2. **Election Procedures:** The American Arbitration Association (“AAA”) shall conduct

- b. All employees shall vote in-person by paper ballot, except for those (a) on vacation on the dates of the election, (b) on a leave of absence of any kind, or (c) scheduled to be traveling out of their home city for work on the date of the election.
- c. The in-person voting periods in New York will be 10 am to 1 pm and 4 pm to 6 pm each day. The voting periods in Baltimore will be 11 am to 12 pm and 4 pm and 5 pm on July 20, 2016.
- d. Employees unable to vote in person in accordance with paragraph 1(b) above shall be identified on or before Friday, July 15, 2016. All such identified voters shall be given the opportunity to vote through the AAA's internet voting system. The parties shall jointly provide the list of on-line voters to the AAA. The on-line voting system will be available for all voters between 10 am on July 19, 2016 through 11:59 pm on July 20, 2016.
- e. The parties shall provide the AAA with a final voter list on Monday, July 18, 2016.
- f. Only individuals actually employed by OSF and within the described bargaining units shall be eligible to vote in the election. In the event an individual on the final voting list is no longer employed at the time of the election, the individual may be challenged and will not be eligible to vote.
- g. The wording on the ballot shall be in accordance with NLRB procedures.
- h. The in-person balloting shall be conducted in accordance with regulations of the National Labor Relations Board regarding observers, challenges, and electioneering.
- i. The on-line balloting shall be conducted in accordance with the AAA's standard on-line procedures, except that the Union and OSF agree that there shall be no electioneering of any kind with respect to any employee voting on-line during the time that the on-line election is open.
- j. OSF shall pay the full costs of the AAA election process.

### 3. Recognition and Future Proceedings:

- a. In the event that the Union is selected by a majority of the voters in a unit, OSF shall recognize the Union as the exclusive bargaining representative



## EXHIBIT A

### New York Bargaining Unit

All employees in the following internal job titles:

Accountant	Grants Officer	Program Officer
Accounts Payable Clerk	Grants User Support Specialist	Program Specialist
Advocacy Officer	Information Specialist	Project Head
Associate Legal Officer	Legal Analyst	Senior Budget Analyst
Associate Librarian	Legal Assistant	Senior Communications Officer
Associate Policy Officer	Legal Officer	Senior Communications Specialist
Associate Strategy Officer	Legal Specialist	Senior Facilities Assistant
Business Analyst	Policy Analyst	Senior Policy Analyst
Communications Coordinator	Policy Officer	Senior Program Administrative Specialist
Communications Officer	Producer	Senior Program Officer
Communications Specialist	Program Administrative Assistant	Senior Program Specialist
Editor	Program Administrative Officer	Senior Strategy Specialist
Events Associate	Program Administrative Specialist	Specialist Assistant to SMC
Executive Administrator	Program Area Specialist	Member
Executive Assistant	Program Associate	Strategy Specialist
Facilities Assistant	Program Budget Analyst	
Front Office Associate	Program Coordinator	
Grant Making Support Officer		
Grants Assistant		

excluding all employees in the Human Resources and Information Technology Departments, managerial employees, supervisors, temporary employees/fellows, confidential employees, and guards.

### Baltimore Bargaining Unit

All employees in the following internal job titles:

Communications Specialist  
Development Officer  
Executive Assistant  
Program Administrative Specialist  
Program Specialist

excluding all employees in the Human Resources and Information Technology Departments, managerial employees, supervisors, temporary employees/fellows, confidential employees, and guards.

- b. Both OSF and the Union waive their right to a National Labor Relations Board supervised election, and neither party will file a petition with the National Labor Relations Board seeking a representation election for at least one (1) year after the conclusion of the election.

4. Dispute Resolution Procedure:

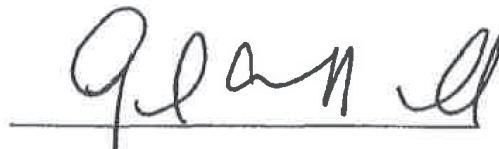
- a. Gary Kendellen shall be the designated arbitrator for all disputes regarding the application, implementation, and interpretation of this Agreement.
- b. If there is any dispute regarding the eligibility of any individual voting in an election conducted pursuant to this Agreement, such dispute will be resolved by Arbitrator Kendellen in accord with the terms of this Agreement. The arbitrator will take into consideration the standards applied by the NLRB under the NLRA to the extent consistent with this Agreement.
- c. If any dispute arises as to the results of an election conducted pursuant to this Agreement, such dispute will be resolved by the arbitrator, based on the terms of this Agreement. The arbitrator will follow standards applied by the NLRB under the NLRA to the extent that those standards are otherwise consistent with this Agreement.
- d. Any hearing to resolve disputes under this Section shall be held within 10 calendar days of notice by one of the parties to the other, and will be limited to one day in duration, with the time evenly divided between the parties. A decision, order, and certification of election results shall issue within 14 calendar days of the hearing.

5. Joint Communicaton

- a. The parties shall issue the agreed upon joint statement via e-mail to the OSF U.S. staff.

Communication Workers of America

Open Society Foundations



Date: 7/14/16

Date: 7/14/16

# Voluntary Recognition Agreement

**WHEREAS**, the Communications Workers of America (“CWA”) and Open Society Institute (“OSF”) are parties’ to collective bargaining agreements covering the terms and conditions of employment of bargaining units for certain employees in OSF’s New York and Baltimore offices (the “CBAs”);

**WHEREAS**, the CWA and OSF have entered into extension agreements for the CBAs that establish terms and conditions of employment for the New York and Baltimore bargaining units through June 30, 2021 (the “Extension Agreements”);

**WHEREAS**, the CWA has now requested recognition for a separate bargaining unit of employees employed in OSF’s Washington, D.C. office described in Exhibit A of this Agreement (the “DC Bargaining Unit”); and

**WHEREAS**, both the CWA and OSF wish to provide for the opportunity for such recognition in a fair and efficient manner.

**NOW, THEREFORE**, the parties agree as follows:

1. Card Check Recognition:

- a. On or about February 9, 2021, the American Arbitration Association (“AAA”) shall conduct a “card check” review for the DC Bargaining Unit.
- b. The potential members of the DC Bargaining Unit are set forth on Exhibit B.
- c. In the event that the Union is selected by a majority of the members of the DC Bargaining Unit, OSF shall recognize the Union as the exclusive bargaining representative of the DC Bargaining Unit within the meaning of Section 9(a) of the National Labor Relations Act.

2. Joint Communication

- a. The parties shall issue the agreed upon joint statement via e-mail to the OSF U.S. staff.

3. Initial Terms and Conditions of Employment

- a. In the event that CWA becomes the exclusive bargaining representative of the DC Bargaining Unit pursuant to Paragraph 1 above, the parties agree that the terms and conditions of the CBAs and the Extension Agreements shall apply to the DC Bargaining Unit, and that the parties will negotiate the next collective bargaining agreement for the DC Unit jointly with the NYC and Baltimore office bargaining units. In the interim, the parties will negotiate over any DC-specific modifications to the CBAs that may be necessary.

Communication Workers of America

*Nicholas Karlov*

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Date: February 9, 2021

Open Society Institute

*Marek Malloch, Sr.*

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Date: 9th February 2021

## EXHIBIT A

Washington D.C. Bargaining Unit

All employees in the following internal job titles:

Advocacy Officer  
Associate Policy Officer  
Communications Officer  
Events Associate  
Executive Assistant  
Front of House Associate  
Grants Coordinator  
Legal Specialist  
Policy Specialist  
Portfolio Analyst  
Program Administrative Assistant  
Program Administrative Officer  
Program Administrative Specialist  
Program Budget Officer  
Program Officer  
Program Operations Associate  
Program Operations Officer  
Program Specialist  
Security Analyst  
Senior Accountant  
Special Assistant

excluding all employees in the Human Resources and Information Technology Departments, managerial employees, supervisors, temporary employees/fellows, confidential employees, and guards.

# Open Society Foundations Relocation Support Policy

Open Society Foundations (“OSF”) relocation support policy provides for coverage of domestic and international moving expenses for both internally and externally recruited employees into hub and regional offices where the person needs to relocate to fulfill the requirements of the position as well as existing colleagues who are transferred at the request of OSF to another OSF office. The intent of the relocation program is to provide reasonable, consistent and cost effective assistance and quality services for colleagues. The policy is designed to address most events in a typical relocation and is intended to ease the transition to the new location for colleagues and their families.

OSF recognizes that some relocation costs may not be covered under this policy, and will not be compensated. Colleagues are expected to be familiar with this policy and to understand which expenses are covered. Colleagues are also responsible for making choices that avoid unreasonable or excessive expenses. When in doubt, colleagues should consult with Human Resources before incurring an expense to confirm coverage.

The Human Resources Department is available to provide advice and approval for relocation matters. Please submit all requests and inquiries to your Recruitment Partner or if you are transferring offices to the Regional HR Partner in your new location.

## 1. ELIGIBILITY

An employee is eligible for benefits under this policy if:

- They are required to relocate their household from their primary residence as a result of an organization-initiated transfer; and
- They are relocating to a new residence at least 50 miles/80 kilometers from their current place of residence and assigned work location; and
- They will be residing at the new location for at least 12 months. If a colleague relocates for a period of less than 12 months, at the organization’s request, separate coverage will be provided as addressed below.

Relocation assistance is limited to the eligible employee, spouse/domestic partner, and legal dependents. Relocation assistance is generally not available to colleagues who request a transfer from an existing location for personal reasons unrelated to OSF business, unless otherwise regulated by local tax law.

## 2. COVERAGE LEVELS

OSF will cover reasonable relocation expenses as set out below. In extenuating circumstances, the Global Director of Human Resources may approve a greater degree of coverage.

The following items are covered under this policy:

*Note: Where US dollar amounts are referenced in this guide, the local currency equivalent will apply.*

PROVISION	BENEFITS
<p>Moving/Shipping of Household Goods</p> <p>Maximum allowed volume by weight:</p> <ul style="list-style-type: none"> <li>• Single: 4,000lbs/1,800kg (sea)</li> <li>• Married: 6,500lbs/2,900kg sea (not to exceed full 20ft/6m container)</li> <li>• Married +1: 10,000lbs/4,500kg sea</li> <li>• Married +2: 14,000lbs/6,350kg sea (not to exceed a full 40ft/12m container)</li> </ul>	<p>OSF will cover the reasonable cost of packing/unpacking, moving, shipping, delivery, of household effects (including insurance premium), and disconnection/reconnection of normal household appliances. Human Resources retains the right to approve the selected moving company. The employee should remain in contact with the movers regarding a pre-move survey and the packing, moving and delivery of goods. All shipments will be transported via land or sea, whichever is more cost effective. Any air shipments will require the approval of Human Resources. OSF shall have no responsibility or liability for damages to property so moved, disconnected or reconnected.</p> <p>The following expenses are not covered, though may be covered by the incidental allowance: unauthorized overtime charges (weekends and evening hours); extra pickups or deliveries; waiting time; maid or house cleaning services; or gratuities/tips.</p>
<p>Temporary Living Accommodations</p>	<p>Up to a maximum of one month in reasonable temporary accommodation is allowed for the employee and eligible dependents to identify and organize a home at the new location.</p> <p>If OSF does not have a corporate apartment available than OSF's preferred relocation vendor can assist with obtaining corporate housing. Payment will be handled directly by OSF.</p>
<p>Home Finding Trip</p>	<p>As OSF pays for temporary accommodation in the new location, pre-move trips to search for housing are usually not allowed unless undertaken in lieu of temporary living accommodation.</p>

Destination Services	<p>The following services can be offered on a case-by-case basis depending on the employee's needs:</p> <ul style="list-style-type: none"> <li>• Home finding support</li> <li>• Advice on setting up banking services</li> <li>• Advice on social security/local registration</li> <li>• Advice on finding schools for children</li> <li>• Insurance information (renters, home, auto etc.)</li> </ul>
Travel and Lodging	<p>Transportation from the former to the new location is covered.</p> <ul style="list-style-type: none"> <li>• One-way economy airfare (priced for at least a 14-day advance ticket) for the employee and their eligible dependents. A higher class of travel may be approved based on OSF's Travel and Expense Guidelines.</li> <li>• One-way economy train or bus ticket for the employee and their eligible dependents.</li> </ul> <p>Other travel expenses may be reimbursed pursuant to OSF's Travel and Expense Guidelines.</p>
Pets	<p>OSF will cover the employee for the reasonable and actual airfare and crating costs of shipping domestic household pets to the new location.</p>
Storage	<p>If the new home is not accessible for delivery of the employee's household goods, OSF will cover temporary storage for up to 30 days. If the employee agrees to accept a partial shipment, they are responsible for all expenses associated with any additional deliveries.</p>
Incidental Allowance	<p>This relocation policy does not specifically cover every expense an employee is likely to incur during their move. To help cover incidental costs of relocation, OSF will reimburse for incidental expenses up to US \$750 or local equivalent based upon production of receipts.</p> <p>The incidental allowance may be used to help with expenses such as:</p> <ul style="list-style-type: none"> <li>• Pre-move trip expenses</li> <li>• Storage of household goods for longer than covered by OSF policy</li> <li>• Shipping of extraordinary items</li> </ul>



	<ul style="list-style-type: none"> <li>• Related pet expenses (vaccinations, quarantine, boarding, etc.)</li> <li>• Telephone expenses during relocation</li> <li>• Security and utility hook-ups</li> <li>• Other unforeseen expenses</li> </ul>
Exclusions	<p>Due to high costs, shipping of motor vehicles is not covered.</p> <p>In addition, there are certain standard categories of goods which OSF will NOT authorize or pay for transport, including, but not limited, to: hazardous or flammable materials; livestock; perishables; recreational vehicles; and unusually heavy or cumbersome items.</p> <p>This list is not all-inclusive and the employee should discuss any questions with the carrier and the Human Resources Department.</p>

Colleagues who are asked by OSF to relocate for a period of less than 12 months will not be entitled to the full suite of benefits set out above. Human Resources and the department director will evaluate such situations on a case-by-case basis depending on the nature of the assignment. In such instances OSF will usually cover the cost of temporary accommodation in the new location for the duration of the placement as well as the cost of transportation to and from the location.

**3. EXPENSE REPORTING**

Please contact the Human Resources Department for pre-approval before incurring expenses.

Allowable relocation costs incurred by the employee will be reimbursed by OSF after the employee submits the necessary receipts. The employee should keep copies of all receipts that they submit for their personal records and relevant tax purposes.

Normal business/travel expenses must be submitted separately to the divisional manager on separate expense reports.

**4. TAX CONSIDERATIONS**

Individuals are responsible for calculating, filing and paying all necessary taxes related to their relocation benefits. Portions of the amounts expended by OSF on the individual’s behalf during relocation, whether reimbursed to the employee or paid directly to the service provider might be considered taxable income. All colleagues are encouraged to seek competent tax and/or legal advice for their specific location.

Colleagues relocating from one country to another at OSF’s request, are entitled to a one-time cash payment of up to US\$400, or the local equivalent, toward the cost of an international tax consultation. This single allowance can be requested at any time during the person’s tenure with the organization. The amount may be obtained by submitting a copy of the tax consultation bill via

standard expense reimbursement procedures and in most jurisdictions will be considered a taxable benefit. If the cost of the consultation exceeds US\$400, the employee will be responsible for paying any amount that is more than the amount above.

Please do not hesitate to contact the Human Resources Department with any questions or concerns.

## **5. END OF EMPLOYMENT**

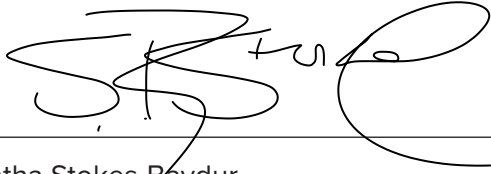
Any colleague that received relocation support from OSF is entitled to similar assistance at the end of employment as long as they do not have an offer of employment from other company. In instances where a colleague decides to leave OSF to take up employment with another company it is the new employer's responsibility to cover any and all relocation costs, unless otherwise regulated by local law.

## Memorandum of Agreement For Payroll Deduction for CWA-COPE PCC

This is an agreement between Open Society Foundations (“Employer”) and Communications Workers of America, on behalf of itself and its Local 1180 (“Union”), by which the Employer agrees, effective upon ratification of the Collective Bargaining Agreement (CBA) between the parties, to provide a procedure whereby employees in the bargaining unit may make voluntary contributions through payroll deduction to CWA-COPE PCC, a federal separate segregated Political Action Committee (PAC) sponsored by the Union. The terms of the agreement are:

1. Eligibility to participate in contributions to CWA-COPE PCC is restricted to employees in the bargaining unit who are members of CWA. Participation by eligible employees shall be on a voluntary basis and employees shall be so informed by the person soliciting their participation on behalf of the Union.
2. Deductions from employees’ pay shall be made each pay period and will begin or change as soon as practically possible following receipt by Employer of a signed CWA-COPE PCC payroll deduction authorization card (PDA). PDAs are to be forwarded to the Employer’s office in order for them to be effective. The employees’ pay drafts will carry an indication of the PAC deduction.
3. The Employer will remit payroll deductions to the Union’s Secretary-Treasurer each month. With each such remittance, the Employer will transmit a list of all employees included in the remittance by name, address, and amount contributed by each such employee. Contributions will be attributed to each employee and will in no event be attributed to the Employer.
4. Any employee’s payroll deduction shall cease only upon the occurrence of any of the following:
  - a. Termination of a participating employee’s employment with the Employer.
  - b. Retirement of a participating employee.
  - c. Transfer of a participating employee out of the bargaining unit.
  - d. Receipt in the Employer’s office of written notice by the employee to cancel their PDA.
5. The Employer shall change the amount of an employee’s payroll deduction as soon as practically possible following receipt by Employer of the employee’s signed PDA changing the previously authorized amount.
6. The Union shall reimburse the Employer for all of the Employer’s administrative expenses incurred in connection with the establishment and administration of the CWA-COPE PCC payroll deductions.
7. The Union and the Employer acknowledge and agree that (i) the Employer’s obligations under this Agreement are limited to administering the employee’s payroll deductions for the Union’s PACs, (ii) the Employer will not render any financial assistance to the Union or to the Union’s PACs, (iii) the Employer did not select, and does not control or influence the Union’s PACs, (iv) any employee acting on behalf of the Union or the Union’s PACs (including, without limitation, in soliciting participation in payroll deductions) will act solely in their personal capacity on his or her personal time (and not during his or her scheduled work hours for the Employer) and will not act on behalf of the Employer, and (v) the Employer, in entering into and carrying out its obligations under this Agreement, will not be deemed to be participating or intervening in, directly or indirectly, any political campaign on behalf of or in opposition to any candidate for public office.
8. The Union agrees to indemnify the Employer and hold it harmless from all third-party claims that arise in connection with the Employer’s compliance with its obligations under this Agreement.

**OPEN SOCIETY FOUNDATIONS**

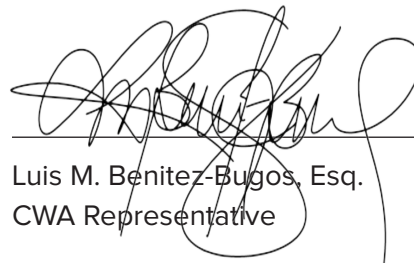


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Samantha Stokes-Baydur  
Chief People and Culture Officer

Date: November 10, 2025

**COMMUNICATIONS WORKERS OF AMERICA**



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Luis M. Benitez-Bugos, Esq.  
CWA Representative

Date: **November 10**, 2025



## NOTES



**CWA1180.ORG**

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