

# **COLLECTIVE BARGAINING AGREEMENT**

**January 1, 2024 – April 30, 2027**

**PROGRESSIVE WORKERS UNION - CHAPTER UNIT**

**and**

**APPALACHIAN VOICES**

**Table of Contents**

**PREAMBLE .....4**

**ARTICLE 1 RECOGNITION AND CONTRACT COVERAGE .....5**

    Section 1. Union Recognition .....5

    Section 2. Changes in Bargaining Unit Positions .....5

    Section 3. Contractors .....5

**ARTICLE 2 EMPLOYEE DEFINITIONS .....6**

    A. Regular Employees .....6

    B. Term-limited Employees .....6

    C. Temporary Employees, Interns, and Fellows .....6

**ARTICLE 3 UNION DUES .....7**

    Section 1. Voluntary Dues Checkoff .....7

    Section 2. Indemnification .....7

**ARTICLE 4 UNION REPRESENTATIVES AND UNION ACTIVITY .....8**

    Section 1. Designated Union Representatives .....8

    Section 2. Bargaining Unit Information and Onboarding .....8

    Section 3. Use of Appalachian Voices equipment, supplies and communications systems 9

**ARTICLE 5 MANAGEMENT RIGHTS .....10**

**ARTICLE 6 NO LOCKOUT, NO STRIKE .....11**

**ARTICLE 7 NO DISCRIMINATION .....12**

**ARTICLE 8 DIVERSITY, EQUITY, AND INCLUSION (“DEI”) .....13**

**ARTICLE 9 GRIEVANCE AND ARBITRATION .....14**

    Section 1. Definitions .....14

    Section 2. Resolution of Grievances .....14

        Informal Resolution .....14

            Step One .....14

            Step Two .....14

            Step Three - Mediation .....15

            Step Four - Arbitration .....15

        Arbitrator .....15

    Section 3. Time Limits .....15

    Section 4. Notices .....15

    Section 5. Locations .....16

**ARTICLE 10 LABOR-MANAGEMENT COMMITTEE .....17**

    Section 1. Purpose .....17

Section 2. Committee Structure .....17

Section 3. Meetings.....17

**ARTICLE: 11 HIRING & PERFORMANCE .....18**

Section 1. Internal Candidates .....18

Section 2. Hiring Team Composition .....18

Section 3. Performance Reviews .....18

Section 4. Job Content .....19

Section 5.....19

**ARTICLE 12 COMPENSATION .....20**

Section 1. Job Classifications and Salary Minimums.....20

Section 2. Across the Board Increases .....21

Section 3. Discretionary Merit Increases .....22

Section 4. Discretionary Bonuses .....22

Section 5. Pay Schedule .....22

**ARTICLE 13 JOB SECURITY .....23**

Section 1. Discipline & Discharge.....23

Section 2. Layoffs, Recall & Severance .....23

**ARTICLE 14 WORK HOURS AND LOCATIONS .....25**

Section 1. Work Hours.....25

Section 2. Overtime and Comp Time .....25

Section 3. Work locations .....25

**ARTICLE 15 PAID TIME OFF / LEAVE .....26**

Section 1. Vacation Leave .....26

Section 2. Health Leave .....26

Section 3. Observed Holidays.....27

Section 4. Jury Duty & Witness Leave.....28

Section 5. Parental Leave.....28

**ARTICLE 16 BENEFITS.....30**

Section 1. Health Benefits.....30

Section 2. Flexible Spending Accounts (“FSA”).....30

Section 3. Retirement Plan.....30

Section 4. General.....31

**ARTICLE 17 TRAVEL & EXPENSE REIMBURSEMENT .....32**

Section 1. Travel Reimbursement.....32

Section 2. Other Work-Related Expense Reimbursement .....32

**ARTICLE 18 TERMS OF AGREEMENT/ DURATION & RENEWAL .....33**

<b>Signatures .....</b>	<b>34</b>
For Appalachian Voices:.....	34
For Progressive Workers Union:.....	34

## **PREAMBLE**

This Collective Bargaining Agreement (“Agreement” or “CBA”) is entered into by and between Appalachian Voices (“Employer” or “AV”) and the Progressive Workers Union (“Union” or “PWU”) (collectively “Parties”).

## **ARTICLE 1 RECOGNITION AND CONTRACT COVERAGE**

### **Section 1. Union Recognition**

The Employer recognizes the Union as the exclusive collective bargaining representative for the following Bargaining Unit of employees covered by this Agreement:

All full time and regular part-time (at least 20 hours/week) non-temporary, non-supervisory, non-managerial and non-confidential employees employed by Appalachian Voices based in the United States and in US territories. For purposes of this Agreement, all employees that meet the definition of supervisor set forth in Section 2(11) of the National Labor Relations Act ("NLRA" or "Act") are excluded from the Bargaining Unit as are all management and confidential employees.

The term "employee(s)" when used in this Agreement means employee(s) within the above defined Bargaining Unit unless otherwise specified.

### **Section 2. Changes in Bargaining Unit Positions**

New non-temporary positions that may hereafter be created by Appalachian Voices shall be included or excluded from the Bargaining Unit based on the criteria in Section 1 of this Article. Appalachian Voices shall notify PWU in writing at least five (5) days in advance of the creation of new positions that may reasonably be deemed eligible for inclusion in the Bargaining Unit. Appalachian Voices shall also notify PWU in writing of any changes in the content of existing Bargaining Unit positions, or of any change in the job status of any employee, that may reasonably be deemed to affect their inclusion or exclusion from the Bargaining Unit within 10 working days of any such action.

### **Section 3. Contractors**

While there are occasions when contractors may perform work for Appalachian Voices, the Employer agrees that contractors shall not be used to cause the termination or layoff of any Bargaining Unit employee or to avoid the creation or filling of Bargaining Unit positions.

## **ARTICLE 2 EMPLOYEE DEFINITIONS**

### **A. Regular Employees**

Regular employees are those who have been hired to work for an indefinite period. Employees who are hired to work less than 40 hours per week are regular part-time employees, and those hired to work at least 40 hours per week are regular full-time employees.

### **B. Term-limited Employees**

Term-limited employees are employees who are hired for a specific period of time and are so notified in writing at the time of hire. The specific length of such an employee's term will be included in the employee's offer letter. Terms may be renewed at AV's discretion based on financial and/or operational considerations, including grant renewals for grant-contingent positions. Any employee hired for a term of less than six (6) months will be considered a temporary employee as defined below. The dismissal of a term-limited employee at the expiration of their designated period of employment is not a layoff, is not subject to the provisions of this Agreement covering discipline and discharge, and shall not be subject to challenge under the grievance and arbitration provisions of this Agreement.

### **C. Temporary Employees, Interns, and Fellows**

Temporary employees are employees who are hired for a term of less than six (6) continuous months and are so notified in writing at the time of hire. Duration of employment will be included in job postings and offer letters for temporary internships, temporary fellowships, and other temporary positions. Temporary employees, interns, and fellows are not included in the Bargaining Unit covered by this Agreement, and will not be used to replace or displace Bargaining Unit positions.

## **ARTICLE 3 UNION DUES**

### **Section 1. Voluntary Dues Checkoff**

Any employee may submit to Appalachian Voices a voluntary, written and signed authorization for payroll deduction of Union dues. The Employer will honor all such dues checkoff authorizations in accordance with applicable law. Dues deductions will be sent directly to the Union on a monthly basis, on or before the 15th of the following month, accompanied by a statement listing the names (in alphabetical order) of all employees for whom dues were deducted and the amounts deducted and transmitted for each. Appalachian Voices will also show dues deductions on the statements of withheld earnings presented to each employee, which will serve as the employee's receipts for dues paid to the Union.

### **Section 2. Indemnification**

PWU shall indemnify and hold Appalachian Voices harmless against any and all claims or liabilities that may arise out of actions taken by Appalachian Voices in complying with this Article.



## **ARTICLE 4 UNION REPRESENTATIVES AND UNION ACTIVITY**

### **Section 1. Designated Union Representatives**

- A. The Union will notify the Employer of the names of those individuals serving as Union officers, stewards, business agents or other authorized representatives for purposes of administering this Agreement (“Union Representatives”).
- B. Upon reasonable advance notice to AV Management, designated Union Representatives not employed by Appalachian Voices will be allowed access to the Employer’s premises during normal AV business hours for the purpose of handling grievances and other legitimate functions relating to representation of Bargaining Unit employees and the administration of this Agreement. Requests by Union Representatives to use an available AV meeting room or office that affords privacy for discussions with unit employees will not be unreasonably denied.
- C. Employees shall have the right to the presence of a Union steward or Union officer from the Bargaining Unit, upon request, in any investigatory meeting that may lead to disciplinary action as defined in Article 13 of this Agreement. Union stewards or officers will be released from work without loss of pay while participating in such meetings or in other meetings held with AV Management under this Agreement.
- D. For purposes of contract renewal bargaining, up to six (6) employees designated by the Union as members of the Union’s bargaining committee may participate, without loss of pay, in scheduled negotiating sessions that take place during the work day. Union bargaining committee members will also be allowed a reasonable amount of release time, without loss of pay, to participate in bargaining preparation between scheduled negotiating sessions, consistent with their priority work assignments and AV operational needs.
- E. Release time provided for Union activities under this Agreement shall not be counted as hours worked for overtime purposes. Employees serving as Union Representatives will not be retaliated or otherwise discriminated against for use of authorized release time to engage in Union activities under this Agreement. Such employees shall not fail to meet AV operational deadlines or individual performance standards as a result of their Union activities.

### **Section 2. Bargaining Unit Information and Onboarding**

- A. Appalachian Voices shall maintain and provide the Union access to a current Bargaining Unit roster showing each employee’s name, hire date, contact information, job title and job classification, exempt or non-exempt classification, and manager.
- B. AV will notify the Union of any new employee’s hire within 10 working days of their start date, together with the information referenced in Section 2a above. The Union will

have the opportunity to meet with newly hired employees to provide an orientation about the collective bargaining agreement and PWU. Appalachian Voices will permit this discussion to take place during normal work hours, for up to 60 minutes on paid time, within the first 90 calendar days of employment.

**Section 3. Use of Appalachian Voices equipment, supplies and communications systems**

- A. Appalachian Voices will provide the Union email lists of Bargaining Unit employees for the use of PWU in communicating regarding official PWU business. PWU will notify the email lists administrator of changes to the mailing list of which it is aware. Except as provided for in this paragraph, neither PWU nor employees may use Appalachian Voices' internal electronic mailing lists for Union-related business.
  
- B. Bargaining unit employees, including Union Representatives employed by AV, may make reasonable incidental use of Appalachian Voices' phone, email, communications systems and other office equipment. Use of these systems and equipment by Bargaining Unit members for PWU business or other non-work purposes must not interfere with the employee's performance of their job duties or the use of these systems and equipment for Appalachian Voices-related business. All persons using AV systems and equipment are subject to AV's IT policies and other usage rules, and there is no expectation of privacy when using such Employer systems and equipment.

## **ARTICLE 5 MANAGEMENT RIGHTS**

- A. The Parties recognize and acknowledge that the Employer reserves and retains all management rights and prerogatives not expressly limited or modified by a specific provision of this Agreement. The Employer's exercise of or failure to exercise any management right, prerogative or function in any given circumstances shall not be deemed a waiver, limitation or modification of the Employer's management rights and prerogatives.
- B. This CBA contains the entire understanding, undertaking, and agreement of the Employer and the Union and finally determines all subjects and matters of collective bargaining for its term. Any changes to the CBA must be reduced to writing and executed by both the Employer and the Union to be effective. During the term of this Agreement, neither party shall be obligated to bargain over any matter covered by this Agreement, or over any mandatory subject of bargaining that was raised or could have been in the negotiations preceding this Agreement.
- C. If any term or provision of this CBA is held by a court or administrative agency to be in conflict with any law or regulation, such term or provision will continue in effect only to the extent permitted by law or regulation, without affecting or impairing any other term or provision of this CBA. In the event of such a holding, the Parties will enter into collective bargaining aimed at agreement on a mutually satisfactory replacement provision or other resolution, and all other terms of this Agreement will remain in full force and effect during any such negotiations.
- D. To the extent there are conflicts between this CBA and the Employer's Employee Handbook and/or other written Personnel Policies, as they may be amended from time to time, this CBA will govern with respect to employees covered by this CBA.

## **ARTICLE 6 NO LOCKOUT, NO STRIKE**

Negotiations for renewal/modification of this CBA will begin upon written notice from either Party to the other no later than 60 days and no earlier than 120 days before the Expiration Date of this Agreement (“Notice Window”). In the event notice is not provided within the Notice Window, the CBA shall continue, in full force and effect, for an additional 12 months.

Once either party has given notice to the other within the Notice Window, nothing in this Agreement prevents the union from striking or the employer from locking out over disputes during the period of these contract renewal/modification negotiations, provided that the appropriate notices have also been provided to the FMCS and any applicable state agencies pursuant to Section 8(d) of the NLRA. The parties agree there will be no other strikes or lockouts during the term of this Agreement.

The parties further agree that nothing in this Article prevents an employee from respecting (refusing to cross) another union's lawful picket line at any site where the employee is assigned to work or attend any work-related meeting or function; and this Article shall not be interpreted or applied to interfere with an employee's right under the National Labor Relations Act or the Occupational Safety and Health Act to refuse to perform work tasks under conditions that would subject the employee to serious, imminent harm to their health and/or physical safety.

## **ARTICLE 7 NO DISCRIMINATION**

- A. Both Appalachian Voices and the Union are committed to maintaining a workplace free from unlawful discrimination and harassment, fostering diversity and equal opportunity in all aspects of employment, and administering personnel policies and procedures in a non-discriminatory manner. Toward that end, the Parties are also implementing the specific undertakings outlined in Article 8, Diversity, Equity and Inclusion.
- B. It is the policy of Appalachian Voices and the Union not to discriminate against any employee by reason of race, color, age, sex, marital status, sexual orientation, gender identity, gender expression, genetic information, credit information, pregnancy or parental status, family responsibilities, personal appearance, creed, military or veteran status, religion, ancestry or national origin, Union activities, physical or mental disability or other status protected by applicable law.
- C. Each party shall be deemed to satisfy paragraph B by complying with all applicable federal, state or local laws prohibiting employment discrimination or requiring equal opportunity.
- D. In the event that any protected status listed in paragraph B is removed from any provision of applicable law at any point during the term of this Agreement, Appalachian Voices and the Union shall continue to comply with such law as in effect on the date of this Agreement.
- E. The Employer will maintain an anti-discrimination/anti-harassment policy as stated in its Employee Handbook. Employees covered by this Agreement may at their option utilize the processes set forth in that Policy as an alternative to the grievance and arbitration provisions of this Agreement.

## **ARTICLE 8 DIVERSITY, EQUITY, AND INCLUSION (“DEI”)**

Appalachian Voices is committed to implementing effective diversity, equity, and inclusion principles in all aspects of their work. It is expected that employees will incorporate Appalachian Voices’ DEI principles into their daily work and strategic work plan.

Appalachian Voices will hire a DEI consultant to conduct an organizational DEI audit during the term of this CBA. Appalachian Voices agrees to consider the resulting recommendations and, in consultation with the Diversity, Equity, and Inclusion team, advance reasonable recommendations to the best of their ability. The results of the audit will be provided to the Diversity, Equity and Inclusion team, who will present the findings to all staff members.

All new staff members will read and sign Appalachian Voices' official DEI Policy & Acknowledgement in an agreement to adhere to our shared principles as part of our new hire paperwork. All new staff members will participate in a series of DEI trainings during paid work time. Further, all staff members will participate in DEI trainings throughout each year of employment to ensure continued education on best DEI practices on paid work time.

Appalachian Voices will maintain a DEI team that includes representation from both management and labor. The DEI team will meet regularly and provide an opportunity for input and the advancement of internal DEI practices, including but not limited to mandatory staff trainings, workshops, and other DEI engagements that impact Bargaining Unit employees. The Union has the right to call a meeting through the Labor-Management Committee to discuss issues related to DEI practices.

## **ARTICLE 9 GRIEVANCE AND ARBITRATION**

### **Section 1. Definitions**

For purposes of this Agreement, the term “grievance” is defined as a dispute or controversy arising out of or involving the interpretation or application of this Agreement. For the avoidance of doubt, a grievance may include questions of just cause in cases of discharge, suspension, or other disciplinary action. Further, the term “grievant” is defined as (a) a Bargaining Unit employee or group of employees, (b) the Union by its steward or other designated representative, or (c) Employer. Written grievances shall include, where applicable, the names of the grievant(s) and other parties involved, a brief description of the event(s) or circumstance(s) giving rise to the alleged contractual violation(s) with their date(s), and identification of the Collective Bargaining Agreement provision(s) whose application or interpretation is at issue.

### **Section 2. Resolution of Grievances**

The procedure for resolution of grievances is as follows:

#### **Informal Resolution**

Bargaining Unit employees are encouraged, but not required, to bring any concerns regarding their employment to their supervisor and/or the Human Resources Department for informal discussion and/or resolution at any time. Bargaining Unit employees may, at their request, have a Union representative present for any such discussions with their supervisor and/or the Human Resources Department.

#### **Step One**

Grievances shall be filed in writing to the Employer’s designated Human Resources representative within 30 working days after the occurrence or within 30 working days of when the Union knew, or with reasonable diligence should have known, of the occurrence. A grievance filed beyond the time deadline set forth above shall be conclusively barred and forfeited unless the deadline is extended by mutual agreement of the parties.

In an effort to resolve the dispute at an early stage, a Step One meeting will be held (at a mutually agreed-upon date and time, during work hours) between the Union (by its steward or other Union representative), the grievant and a representative of the Employer within 20 working days of the Employer’s receipt of the written grievance. If the parties are unable to reach a resolution in the Step One meeting, the Employer will have an additional five (5) working days to issue a written response at Step One, which will include any proposed resolution to the grievance.

#### **Step Two**

If the dispute is not resolved at Step One, the Union or the Employer may advance the grievance to Step Two by written notice to the other parties’ representative within 20 working days after the issuance of the Step One response. The parties will further investigate the grievance and hold a Step Two meeting (at a mutually agreed-upon date and time, during work hours) within 20 working days of receiving the Step Two notice. If the grievance is not resolved at the Step Two meeting, the Employer will respond in writing to the Union within 10 working days of the Step

Two meeting. In the event the Union does not receive a written Step Two response from the Employer by the applicable deadline, the grievance shall automatically be deemed denied in writing by the Employer as of that date and the parties may move the grievance to Step Three or Four if desired.

### **Step Three - Mediation**

If the dispute is not resolved at the conclusion of Step Two, upon request, the parties may mutually agree to engage in grievance mediation. All terms for the mediation must be agreed upon mutually; however, if the parties agree to mediation, the parties agree to use a mutually agreed-upon mediator, or, if the parties are unable to agree, the assigned federal mediator from Federal Mediation and Conciliation Service, who is provided at no cost to parties. After selection of the mediator, the parties will take action to schedule the mediation in an expeditious manner. The parties will work with the chosen mediator to attempt to resolve the grievance in an expeditious fashion. If the parties agree to mediation, it shall suspend the time to file for arbitration pursuant to Step Four below.

### **Step Four - Arbitration**

If the dispute is not resolved at the conclusion of Step Two or Three, the Union or the Employer, as applicable, may notify the other party of its intent to bring the grievance to final and binding arbitration. This written notification must occur within 30 working days of the completion of the prior step of the appropriate grievance procedure.

### **Arbitrator**

Upon receipt of a timely Notice to Arbitrate, the parties shall either (a) select an impartial Arbitrator by direct mutual agreement, or, if they cannot reach agreement, (b) jointly request the American Arbitration Association or the Federal Mediation and Conciliation Service to provide a panel of arbitrators from which the arbitrator shall be selected as follows: absent the parties' mutual agreement on one of the listed names, the parties will alternate (beginning with the party who noticed arbitration) striking names from the list until one name remains, and that person shall be the Arbitrator for the case. The Arbitrator shall have no power to add to, subtract from, alter, amend, or modify any of the terms and provisions of this Agreement. Arbitration hearings under this agreement will be conducted in accordance with the Labor Arbitration Rules of the American Arbitration Association. The Arbitrator's decision shall be final and binding. The costs of such arbitration shall be borne equally by the parties, except that no party shall be obligated to pay any part of the cost of a stenographic transcript without express consent.

### **Section 3. Time Limits**

The time limits set forth in this Article may be extended upon mutual agreement of the Employer and the Union in writing.

### **Section 4. Notices**

All written grievances and notices shall be delivered via email to the designated representatives unless otherwise mutually agreed upon in writing by the parties.



**Section 5. Locations**

All grievance-related meetings held under this agreement, including mediation and arbitration, shall be held by virtual conference unless otherwise mutually agreed upon in writing by the parties.

## **ARTICLE 10 LABOR-MANAGEMENT COMMITTEE**

### **Section 1. Purpose**

Appalachian Voices and the Union will establish a Labor-Management Committee (“LMC”) to serve as a communication forum to discuss issues germane to the labor-management relationship. The LMC will be formed within 30 days after ratification of the CBA and will be in effect for the duration of the contract. The LMC shall operate by consensus and may make non-binding recommendations to the Union and/or senior leadership of Appalachian Voices. The LMC shall have no authority to change, supplement, delete or modify any of the terms of this contract.

### **Section 2. Committee Structure**

The LMC shall consist of an equal number of Union and Employer representatives, for a total of four (4) primary representatives, plus two (2) alternative representatives to serve in the absence of a primary member. Each party shall designate two (2) primary and one (1) alternate, and will identify one of their representatives to serve as an LMC co-chair. The Union and Employer can replace representatives of the LMC as needed, and should notify all representatives of the LMC of such changes prior to the next meeting. Representatives should have direct knowledge of the contract.

### **Section 3. Meetings**

The LMC shall meet at least four (4) times a year. Meetings will be scheduled and planned by LMC co-chairs. Meetings can be held by request of members of the LMC, and agreement of both co-chairs. Meetings will be held virtually. The LMC shall establish ground rules at the first meeting, and shall update ground rules as needed. Before sharing confidential information with the LMC, the confidential nature of the content will be flagged and it will be mutually agreed by both parties that the material will remain confidential and not be distributed to other employees. The LMC can present recommendations to the Union and/or Employer’s senior management as needed. Employer’s senior management and/or the Union shall consider LMC recommendations in good faith. If Employer’s senior management chooses not to adopt or implement an LMC recommendation it shall reply and include the rationale for its decision not to adopt or implement the recommendation.

## **ARTICLE: 11 HIRING & PERFORMANCE**

### **Section 1. Internal Candidates**

- A. Appalachian Voices is committed to encouraging internal applicants.
- B. All AV job postings shall maintain language that acknowledges that people gain skills through a variety of professional, personal, educational, and volunteer experiences, and that we encourage both internal and external applicants who may have the transferable skills necessary to fulfill the responsibilities of the role.
- C. Job vacancies for Bargaining Unit positions, including any newly created positions, shall be posted internally for five (5) working days before being externally posted (“Internal Posting Period”).
- D. When hiring to fill a Bargaining Unit position, internal applicants will be interviewed before external candidates are interviewed, provided they:
  - a. meet the qualifications for the position or are undergoing or have expressed interest in professional development/training for the position
  - b. have applied for the position within the Internal Posting Period; and
  - c. are, with the cooperation of management, available on the first day that interviews are scheduled.
- E. Internal applicants applying after the Internal Posting Period will be considered at the same time as external applicants, if any, provided that applications for the position are still being accepted.
- F. Management maintains the right to interview external candidates for all Bargaining Unit positions and will evaluate all external applications with the hiring team.
- G. A current employee’s indication of interest in an AV job opening, or application for an opening, will not affect their current job. Neither the employee’s immediate supervisor nor other Appalachian Voices managers will take any adverse action against the employee for applying for or expressing interest in another AV position.

### **Section 2. Hiring Team Composition**

- A. When hiring to fill a Bargaining Unit position, at least one Bargaining Unit member designated by the Union shall be included in the initial evaluation of applicants, and also in each round of interviews.
- B. Candidates being interviewed for Bargaining Unit positions will have the opportunity to ask questions about the Union during the interview, and a Union designee who is present in the interview will have the opportunity to respond.
- C. Hiring managers will be encouraged to seek feedback from their teams regarding upcoming job postings within the team.
- D. A Bargaining Unit member’s participation in the evaluation of applicants, interviewing candidates, providing feedback regarding job postings, or otherwise participating in the hiring process as set forth in this Article shall not be considered indicia of supervisory status and shall not be the basis for excluding any employee from the Bargaining Unit.

### **Section 3. Performance Reviews**

- A. Performance reviews will be conducted within 14 months of an employee's start date at AV, unless an alternate date is mutually agreed upon by the employee and their supervisor, with notice to the Union.
- B. Following an employee's first 12 months of employment, their performance reviews will ordinarily be conducted annually between August 1st and October 31<sup>st</sup>. In the event a prolonged absence requires an adjustment to this timeline, the review will be rescheduled as promptly as possible thereafter, in consultation with the employee.
- C. Employees may request a performance review and/or salary review outside of the above cycles up to twice per year, and such requests will not be unreasonably denied.
- D. Annual performance reviews will include discussion about professional development and opportunities for career growth within Appalachian Voices.
- E. Annual performance reviews of managers shall include an opportunity for employees to provide upward feedback.
- F. An AV Human Resources representative will conduct Stay Interviews with each Bargaining Unit employee at least once every two years. Stay Interviews, which shall be conducted on paid work time and shall last approximately 30 minutes, are intended to help managers understand why employees stay with Appalachian Voices, and what might cause them to leave. Stay Interviews shall consist of structured questions in a casual and conversational manner. Stay Interviews shall be confidential, shall not result in disciplinary action, and shall be used to better support and retain the employee.

#### **Section 4. Job Content**

- A. Job descriptions for each Bargaining Unit employee will be maintained in HR files.
- B. If a significant change to a Bargaining Unit employee's core role and/or responsibilities is proposed, the change will be discussed with the employee and a revised job description will be developed. Notice of any significant changes shall be provided to the Union, and the Employer shall, upon request, meet with the Union to discuss such proposed changes.
- C. Temporary vacancies or temporary assignments may at times require alterations in job responsibilities or work plans. In the event this occurs, the employee's supervisor will meet with the employee to discuss how the vacancy and/or change affects the employee's job responsibilities and/or work plan. Whenever possible, Appalachian Voices will seek to fill vacant positions on a reasonable timeline so as to minimize the impact of temporary shifts on assignments and workload.

#### **Section 5.**

Nothing in this Article or elsewhere in this Agreement limits AV's sole discretion and authority, consistent with the terms of this Agreement, to create new positions, to fill a vacant or a new position by hiring from any source, to refrain from filling a position, or to eliminate a position at any time.

## ARTICLE 12 COMPENSATION

### Section 1. Job Classifications and Salary Minimums

All positions within the Bargaining Unit will have a job title, job description, and corresponding job classification. Minimum salaries are shown in the table below. Part-time unit employees will be paid at a proportionate salary that reflects their hours of work.

The minimum annual salaries for Bargaining Unit positions listed below are effective as of the Effective Date of this Agreement. No Bargaining Unit employee's salary will be below the minimum salary for their category, on a full-time equivalency basis, at any time.

All new Bargaining Unit positions will have a job title and job description, and will be assigned to the appropriate job classification and minimum salary. All new Bargaining Unit positions will be developed in accordance with Article 1 of this agreement.

Appalachian Voices has the discretion to pay current employees and new employees hired into Bargaining Unit positions at salaries above the minimums listed below, in consideration of the employees' performance, experience, skills, qualifications or other relevant factors.

Job Classification	AV Salary Minimum
Field Coordinator	\$50,000
Senior Field Coordinator	\$58,600
Program Coordinator 1	\$50,000
Program Coordinator 2	\$60,200
Senior Energy Analyst	\$74,350
Government Affairs Specialist	\$60,200
Operations and Outreach Coordinator	\$50,000
Accountant	\$63,420
Senior Accountant	\$77,150
Advancement Associate	\$50,000
Communications Coordinator 1	\$50,000
Communications Coordinator 2	\$60,425
Senior Media Specialist	\$76,180
Graphics and Digital Communications Coordinator	\$55,165

IT Support Specialist	\$59,440
Editor	\$63,185
Project Manager	\$55,000
Other Positions/TBD	\$50,000

## Section 2. Across the Board Increases

Appalachian Voices will provide a contractual Cost of Living Adjustment (“COLA”) effective as of January 1 of each calendar year during this Agreement. Employees who earn less than \$70,000 annually will receive a weighted COLA that is equal to the COLA rate applied to a \$70,000 annual salary.

During the term of this Agreement, the COLA rate will be determined annually by AV based on what is in line with market movement in the relevant non-profit sector, with consideration of the underlying economic conditions, including inflation, and the expertise and recommendation of Appalachian Voices’ compensation consultant.

### A. Eligibility for such COLA increases will be structured as follows:

- a. Employees who were hired prior to April 1 of the prior calendar year but did NOT receive a wage increase on or after April 1 of that year will receive the **full COLA** increase.
- b. Employees who were hired between April 1 and September 30 of the prior calendar year will receive a **prorated** COLA increase using the proration definition in Section 2B of this Article.
- c. Employees who were hired prior to April 1 of the prior calendar year but received a wage increase between April 1 and September 30 of that year, will receive a **prorated** COLA increase using the proration definition in Section 2B.
- d. No COLA increases will be given to employees who were hired, or who received a salary increase equal to or greater than the COLA amount they would have received in the absence of that salary increase, on or after October 1 of the prior year.
- e. In the event an employee receives a salary increase on or after October 1 of the prior year that is less than the COLA amount they would have received in the absence of that salary increase, their salary will be adjusted up to the level it would have reached through their COLA in the absence of that salary increase.

### B. COLA Proration

- a. For prorated COLA increases as outlined in Section 2.A.b or 2.A.c, above, the time period (“period”) of the proration shall be January 1 to December 31 of the year prior to the COLA’s effective date.
- b. The proration shall be calculated by multiplying the COLA rate times a fraction equal to the number of days employed during the period since being hired or receiving the raise, divided by the total number of days during the period.

**Section 3. Discretionary Merit Increases**

Discretionary merit increases may be awarded by Appalachian Voices to any Bargaining Unit employee at any time during the period of this Agreement. Discretionary merit increases may not be grieved unless they violate another provision of this Agreement.

**Section 4. Discretionary Bonuses**

Appalachian Voices may award an employee a lump sum discretionary bonus that is in addition to base salary and other compensation provided under this Agreement at any time during the term of this Agreement. Discretionary bonuses may not be grieved unless they violate another provision of this Agreement.

**Section 5. Pay Schedule**

Appalachian Voices will maintain a payroll schedule of 26 pay periods annually, paid every other Friday, one week after the end of the pay period.

## ARTICLE 13 JOB SECURITY

### Section 1. Discipline & Discharge

There shall be no discipline or discharge of non-probationary employees without just cause. Discipline will be applied progressively except in the case of gross misconduct, in accordance with AV disciplinary policy as outlined in the AV personnel handbook. Discipline will be applied within 20 working days of the event(s), or when AV should have, with reasonable diligence, known of the event(s) giving rise to the discipline. The Union shall be notified in writing, simultaneously with the employee, of discipline or discharge as outlined in the AV personnel handbook. The disciplinary policy shall be reviewed by HR on a regular basis and updated as necessary, provided any updates are not inconsistent with the terms of this Agreement. The Union shall be notified in writing of any changes to policy and AV shall, upon request, meet with the Union to discuss any changes.

### Section 2. Layoffs, Recall & Severance

- A. **Notice:** Absent emergency circumstances, AV will notify the Union and the affected employee(s) at least 30 days in advance of a layoff.
- B. **Alternatives:** AV management will, wherever possible, consider alternatives to layoffs including, but not limited to, voluntary separation, furloughs (temporary leave of absence or reduction in work time), reduction in the workforce through attrition, and reduction in pay.
- C. **Meeting with the Union:** AV management will use reasonable best efforts to meet confidentially with the Union Officers at least 10 days prior to the notice described in Section 2.a to discuss the rationale for AV's decision and the alternatives considered under Section 2.b. AV shall consider in good faith any such reasonable alternative proposed by the Union. The ultimate decision to proceed with a layoff, and which employees to let go or retain, is in AV's sole discretion and judgment and is not subject to the grievance and arbitration provisions of this Agreement.
- D. **Severance Pay and Benefits:**
  - a. The separation from employment of an expressly term-limited employee at the expiration of their stated term is not an involuntary termination subject to Section 1 above or a layoff subject to Sections 2.d. III and IV below, and is not subject to the grievance and arbitration provisions of this CBA.
  - b. The involuntary termination or layoff of an employee who has not yet completed six (6) months of employment at AV is not subject to Section 1 above, is not subject to Sections 2.d. III and IV below, and is not subject to the grievance and arbitration provisions of the CBA.



- c. Employees being laid off due to changes in organizational structure or economic difficulties, who are not subject to Sections 2.d. I and II above, will receive severance pay based on their length of service, pursuant to the following schedule:
- i. An employee subject to layoff is entitled to a minimum of two (2) weeks of severance pay, plus one (1) additional week of severance pay for each full year of service in excess of two (2) years, up to a maximum of four (4) additional weeks.
  - ii. An employee whose annual salary is less than or equal to \$75,000 will receive one (1) additional week of severance pay in addition to the amount stated in III.A above.
  - iii. The maximum severance payment is seven (7) weeks.
  - iv. Severance payments will be paid in a lump sum in the final paycheck.
  - v. Health, dental and vision insurance coverage will continue to be paid by AV until the earliest of (a) the last day of the first month after the date of layoff or (b) the employee is enrolled in another plan.
- d. **Recall and Rehiring:** Any employee who is laid off under this Article will be placed on a recall/rehire list for 12 months or until such earlier date as they are recalled/rehired or they reject an offered position. While on the list they will receive, at their last known email address and or/phone number, a notice of recall if the position from which they were laid off again becomes available, and notice of all other Bargaining Unit positions open for application. An employee shall have the right to recall if the position from which they were laid off becomes available, provided that seniority order will govern where multiple laid-off employees have a recall right to a given position that becomes available again. An employee on the recall/rehire list who timely applies for another open Bargaining Unit position will be guaranteed an interview and will receive hiring priority over external applicants where all other qualifications are equal. Where multiple laid-off employees on the recall/rehire list are entitled to recall or hiring preference for the same position, their seniority will govern.

## **ARTICLE 14 WORK HOURS AND LOCATIONS**

### **Section 1. Work Hours**

For the purposes of calculating payroll, AV's regular work week is Saturday to Friday. Employees are expected to work a 40-hour work week, distributed over the regular work week. Unless otherwise specified in an offer letter, employees have the flexibility to schedule their daily working hours based on their job duties and their team's needs.

### **Section 2. Overtime and Comp Time**

Appalachian Voices strives to provide a sustainable workload that can reasonably be accomplished in a 40-hour work week. In instances when that is not possible, the following policies will apply:

- A. Overtime-eligible (non-exempt) employees will receive overtime pay at the rate of time plus one-half paid for all hours worked in excess of 40 hours in a work week (or in excess of such other overtime threshold as is specified under applicable wage-hour laws). Overtime-eligible staff must accurately and contemporaneously record and report all actual work hours in accordance with applicable law. No overtime shall be worked without advance written approval from the Employer.
- B. Exempt employees will receive one (1) hour of compensatory time off for every hour worked in excess of 80 hours in any pay period. Employees are generally expected to take their comp time within six weeks of the conclusion of the circumstances triggering comp time (for example, GA session). Employees will seek pre-approval in instances where they plan to use eight (8) or more consecutive hours of comp time.

### **Section 3. Work locations**

AV offer letters will specify the employee's work location. If an employee would like to change their designated work location (for example, move offices, or work on a fully or partially remote basis) they must seek prior approval, which shall not be arbitrarily denied.

## **ARTICLE 15 PAID TIME OFF / LEAVE**

### **Section 1. Vacation Leave**

#### **A. Full-time Employees**

All full-time employees will be granted 25 days of vacation leave per year, accrued in their bi-weekly paychecks, starting from the date of hire, regardless of tenure or probationary status. One day is assumed to be eight (8) hours, and approximately 7.69 hours will accrue per paycheck.

#### **B. Part-Time Employees**

Part-time employees will accrue vacation leave on a prorated basis per pay period, proportional to and capped at the full-time equivalent, based on the percentage of a 40-hour work week represented by their regular work schedule (or, in the absence of a regular work schedule, the number of hours they actually worked).

#### **C. Accrual and Carry Forward**

Earned, unused vacation leave may be carried over into subsequent years, however only a maximum of 50 days may be accrued. When an Employee's vacation balance reaches 50 days, accrual will freeze; when the balance falls below 50 days, accrual will resume.

#### **D. Vacation Scheduling**

Vacation time is to be scheduled reasonably in advance, subject to the immediate supervisor's approval. Approval of vacation time is subject to the team's staffing and business needs and will not be unreasonably denied.

#### **E. Advance**

An employee may request an advance of up to 10 days of vacation leave not yet accrued, with the approval of their immediate supervisor, which shall not be unreasonably denied. Employees who terminate employment either voluntarily or involuntarily and have borrowed vacation leave in advance of accrual will have the remaining balance of the unearned advance deducted from their final paycheck.

#### **F. Vacation Planning**

All employees of AV are expected to use at least 15 days of planned vacation leave annually. Managers will be expected to incorporate advanced planning to facilitate employees taking at least the minimum amount of vacation leave.

#### **G. Payout at Separation**

Upon an employee's termination of employment either voluntarily or involuntarily, AV will cash out up to a maximum of 15 days of accrued, unused vacation leave, to be paid in the employee's final paycheck.

#### **H. Reporting & Tracking**

Use of vacation leave will be both reported by the employee and tracked in AV's payroll system.

### **Section 2. Health Leave**

#### **A. Full-time Employees**

All full-time employees will be granted 10 days of health leave per year, accrued in their bi-weekly paychecks, starting from the date of hire, regardless of tenure or probationary

status. One day is assumed to be eight (8) hours, and approximately 3.08 hours will accrue per paycheck.

**B. Part-Time Employees**

Part-time employees will accrue health leave on a prorated basis per pay period, proportional to and capped at the full-time equivalent, based on the percentage of a 40-hour work week represented by their regular work schedule (or, in the absence of a regular work schedule, the number of hours they actually worked).

**C. Carry Forward**

Unused health leave balances will not be carried forward into the next calendar year and will not be cashed out at any time during or upon termination of an employee’s employment with AV.

**D. Health Leave Usage**

The immediate supervisor shall be notified as soon as possible when an employee needs to be absent from work due to health or safety related reasons.

Health leave may be used for an illness, or restorative health of the employee or a member of the employee's family, including a loved one, a domestic partner or a member of the employee’s chosen family when it is required for the employee to be a caretaker for that person. Health leave may also be used for excused absences from work for health-related appointments, unless that time is made up during the same work week in adherence with AV’s flexible work week policy. It may also be used for all purposes covered by applicable laws providing for mandatory sick and safe leave (such as domestic and sexual violence and/or stalking related reasons), and this provision shall be administered in compliance with any such applicable mandates.

**E. Advance**

All employees may take an advance of up to 10 days of health leave not yet accrued. Employees who terminate employment either voluntarily or involuntarily will not be required to repay a health leave advance.

**F. Reporting & Tracking**

Health leave usage will be both reported by the employee and tracked in AV’s payroll system.

**Section 3. Observed Holidays**

**A. Eligibility**

Employees working at least 20 hours per week shall be paid for AV observed holidays.

**B. Holiday Schedule**

AV shall maintain a schedule of 16 or 17 paid holidays each year, published in the human resources software before the start of the new calendar year. In general, if a paid holiday falls on a Saturday or Sunday, Management will schedule the paid holiday on either the preceding Friday or the following Monday.

The paid holidays that will be observed are as follows:

New Year’s Day	1 day
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Memorial Day	1 day
Juneteenth	1 day
Independence Day + day after or before (if the holiday falls on a Wednesday, then 2 days after or before are included)	2 or 3 days
Labor Day	1 day
Indigenous Peoples Day	1 day
Election Day (First Tuesday in November of every year)	1 day
Thanksgiving + day after	2 days
Winter break: six (6) weekdays preceding New Year's Day	6 days

### C. Usage

Paid holidays must be taken on the scheduled day, unless the employee's immediate supervisor allows the holiday to be taken on an alternate day due to work schedules or to observe a different religious or cultural holiday.

### Section 4. Jury Duty & Witness Leave

AV encourages its employees to fulfill their civic responsibilities by serving as a juror or witness in public cases. Recognizing that jury duty will be minimally compensated by the Court, employees attending jury duty shall receive their regular pay less the amount of jury compensation or witness fees received, providing such compensation is less than the amount they would have earned while performing their regular duties. If the employee is not selected for jury duty and there are at least four (4) hours remaining in their workday, the employee should endeavor to return to work promptly. Employees subpoenaed to court as a witness for a matter not connected to AV shall receive the same compensation. Employees subpoenaed in AV-related matters shall receive full compensation.

### Section 5. Parental Leave

#### A. Eligibility

Employees with one year of continuous employment are eligible for 12 weeks of paid parental leave for the birth or adoption of a child. Employees with less than one year of employment may request special permission for parental leave. Exceptions are subject to approval by the Deputy Executive Director.

#### B. Parental Leave Usage

- a. Employees may combine this leave benefit with other vacation and health leave, subject to consultation and approval of such extended leave.
- b. The employee and supervisor will work together to plan for the leave to ensure that workflow and program objectives will be minimally impacted by the absence.
- c. Parental leave does not need to be taken consecutively, and the leave may begin prior to the day of the birth or adoption date as circumstances dictate, however

this decision should be communicated to the supervisor, and the parental leave must be taken within the first 12 months of the birth or adoption date of the child.

- d. The employee may request additional leave without pay. Such additional leave is subject to approval by the Deputy Executive Director.
- e. Subject to applicable law, paid and unpaid parental leave under this section shall run concurrently with any paid or unpaid leave benefit that is provided to employees pursuant to federal, state, or local laws. Where public paid leave programs provide a paid benefit to the employee, the employee shall apply for any such applicable public leave benefit, and available AV paid leave will be applied to make up the difference, if any, between the amount of the public benefit award and the employee's regular salary.

**C. Return from Work**

Upon return from Parental Leave, the Bargaining Unit employee will return to the same position held at the time the leave began or to an equivalent job that has the same pay, benefits, and other terms and conditions of employment. AV will not penalize any employee, regardless of gender, who takes full advantage of the above provisions.

## ARTICLE 16 BENEFITS

### Section 1. Health Benefits

- A. **Plans:** During the term of this Agreement, AV will use its best efforts to ensure that the design of its medical, dental, and vision plans and the level of benefits provided do not substantially change from its offerings in effect on January 1, 2024. AV will continue to offer a “primary” medical plan, as well as a “buy up” medical plan option that offers lower deductibles, copays, and out of pocket maximums. AV will notify the Union of the need to consider any change in the health plans and, upon request, shall meet with the Union to discuss proposed changes.
- B. **Eligibility:** Employees must work 30 or more hours per week in order to be eligible for AV’s medical, dental and vision plans. Coverage for health benefits starts as soon as is allowed by the carrier.
- C. **Employer contribution:** AV will pay 100% of the employee premium costs and 70% of spouse and dependent premium costs for the “primary” medical plan, dental plan and vision plan. The employee will pay the remaining 30%, where applicable, through a per-paycheck deduction. If the employee chooses the “buy up” medical plan option, then they must also pay the difference in premium cost between the primary and “buy up” plans.

### Section 2. Flexible Spending Accounts (“FSA”)

- A. **Plans:** By May 31, 2024, AV shall implement an FSA plan to offer the option for employees to contribute to various flexible spending accounts to accumulate funds for specific purposes and also receive a pre-tax deduction benefit. AV shall then maintain this FSA plan during the remaining term of this agreement. Such FSA plan shall include:
  - a. Medical Expense Reimbursement Plan
  - b. Dependent Care Assistance Plan
- B. Flexible spending accounts are regulated by the IRS, and AV will adhere to the IRS regulations in effect, which may cause changes in the plans during the term of this Agreement.
- C. **Eligibility:** Employees must work 30 or more hours per week in order to be eligible for AV’s flexible spending accounts.
- D. **Employer contribution:** There will be no employer contribution to the flexible spending account, and AV reserves the right to set a minimum employee contribution for participation.

### Section 3. Retirement Plan

- A. **Plan:** During the term of this Agreement, AV shall maintain a Simple IRA Plan such as is in effect as of the date of this Agreement. Simple IRA plans are regulated by the IRS, and AV will adhere to the IRS regulations in effect, which may necessitate changes in the plan during the term of this Agreement.

- B. **Eligibility:** As allowed under IRS regulations, AV has chosen to allow all employees covered under this agreement to participate as of the first day of employment.
- C. **Employer contribution:** AV will match employee contributions up to a maximum of 3.0% of the employee's total compensation, as regulated by the IRS. Employees are always 100% vested in employee contributions and employer matching contributions.

**Section 4. General.**

All benefits and benefit plans referenced in this Article will be administered in accordance with the documents, including relevant insurance policies and contracts, establishing and governing such plans ("Plan Documents"). In the event of any difference between the Plan Documents and any summaries, descriptions or references elsewhere, the terms of the Plan Documents will govern.



## **ARTICLE 17 TRAVEL & EXPENSE REIMBURSEMENT**

### **Section 1. Travel Reimbursement**

During the term of this Agreement, AV will continue to reimburse employees for all reasonable and necessary business travel expenses that are incurred in adherence to the AV Travel & Expense Policy, which will be maintained within AV's human resources software. The AV Travel & Expense policy will be maintained in accordance with current IRS regulations. The mileage reimbursement rate as stated in the policy will be the applicable IRS standard mileage rate. The per diem rates as stated in the policy will be the applicable federal GSA (General Services Administration ("GSA")) rates.

### **Section 2. Other Work-Related Expense Reimbursement**

During the term of this Agreement, AV will continue to reimburse employees for work-related expenses that are incurred in adherence to the AV Travel & Expense Policy. Remote employees may submit a request for an equipment or technology upgrade that is necessary to do their jobs. Requests should be made to the Director of Finance & Operations, explaining the reason for the upgrade and the cost. Requests will not be unreasonably denied. Larger office equipment purchases should be addressed through the annual budgeting process, led by the team's budget holder.

## **ARTICLE 18 TERMS OF AGREEMENT/ DURATION & RENEWAL**

This Agreement will take effect as of January 1, 2024 and will remain in effect until midnight on April 30, 2027. Negotiations for renewal/modification of this CBA will begin upon written notice from either Party to the other no later than 60 days and no earlier than 120 days before the Expiration Date of this Agreement (“Notice Window”). In the event notice is not provided within the Notice Window, the CBA shall continue, in full force and effect, for an additional 12 months.

## Signatures

### For Appalachian Voices:

DocuSigned by:  
*Thomas Cormons*  
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Thomas Cormons, Executive Director

12/21/2023

Date

### For Progressive Workers Union:

DocuSigned by:  
*Cecilia Garcia-Linz*  
359668C8A09A43F...

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Cecilia Garcia-Linz, President

12/21/2023

Date