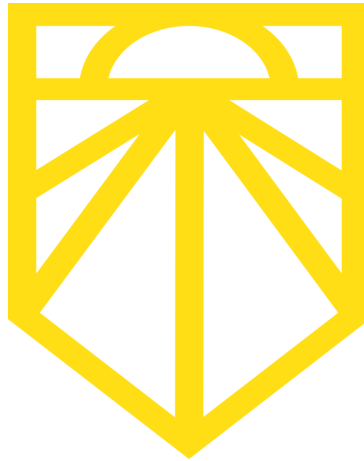


# **COLLECTIVE BARGAINING AGREEMENT**

**between**



**SUNRISE MOVEMENT**

**and**



**COMMUNICATIONS WORKERS OF AMERICA**

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## **PREAMBLE**

**This Agreement was made** and entered into by and between Sunrise Movement Education Fund, Inc. (hereinafter referred to as "Sunrise," or "Employer") and Communications Workers of America (hereinafter referred to as "CWA" or the "Union").

**Whereas** the parties have engaged in collective bargaining for the purpose of developing a general agreement on wages, hours of work, and other conditions of employment;

**Whereas** the parties are committed to the movement to stop climate change and create millions of good jobs in the future;

**Whereas** the parties are committed to work collectively to make climate change an urgent priority across America and support policies that will ensure the health and wellbeing of all the people;

**Now, THEREFORE**, in consideration of the promises and mutual agreements contained herein, Sunrise and the Union agree as follows and obligate themselves to comply in good faith with all the provisions of this Agreement with respect to the employees of Sunrise recognized as being represented by the Union.

## **ARTICLE 1**

### **RECOGNITION AND ESTABLISHMENT OF THE UNIT**

Section 1. Sunrise recognizes the Union as the exclusive bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment on behalf of all covered employees in the bargaining unit.

Section 2. The term covered employee and/or employees as used in this Agreement shall mean, all full-time and part-time employees, and those whose job titles are created pursuant to the new job titles provisions of this Agreement, but excluding interns; temporary employees (engaged for a period of no more than 12 months); directors, deputy directors, senior director, officers and confidential employees as defined by the National Labor Relations Act, in accordance with the Appendix A of this Agreement, "Voluntary Recognition Agreement" between CWA & Sunrise dated and effective **December 2, 2020**.

Section 3. Both covered and excluded employees will also be interpreted in accordance with the definitions in Attachment B, Job Classifications.

## **ARTICLE 2**

### **NEW JOB TITLE AND JOB CLASSIFICATIONS**

Section 1. Sunrise shall notify the Union in writing of any newly created bargaining unit classifications or titles, the duties established therefor, and the temporary wage rate.

Section 2. The Union shall have the right, within fifteen (15) calendar days of the date the Union was notified by Sunrise of the newly created bargaining unit classification or title, to initiate negotiations concerning the new job. If negotiations are not so requested within fifteen (15) calendar days, the temporary wage rate and Job Description will be made permanent. The parties agree that they shall negotiate for a period of no more than thirty (30) calendar days from the date such negotiations commenced.

- A. If an agreement is reached by the parties within the said thirty (30) calendar days, such agreement shall be applied retroactively to the day of the establishment of the new classification or title.
- B. If no agreement for such classification or title has been reached within the said thirty (30) calendar days, the issue shall be subject to a binding mediation process. A mediation conference shall be held as soon as possible but no later than fifteen (15) calendar days following conclusion of negotiations.
- C. The mediator used in the mediation process referred to above, shall be selected by mutual agreement of the parties within seven (7) calendar days following the conclusion of negotiations. If the parties are unable to agree on a mediator within this timeframe, they will select from a list of five (5) mediators compiled by the Federal Mediation and Conciliation Service. Such individuals on the list shall possess acknowledged expertise in the area of job evaluation.
  - 1. If agreement is reached in the mediation process, such agreement shall be applied retroactively to the day of establishment of the new classification or title.
  - 2. If no agreement is reached in the mediation process, each party shall submit a final proposed agreement to the mediator at the conclusion of the mediation conference. The mediator shall determine which of the final submissions is appropriate, taking into account the facts, discussions and arguments presented by the parties during the conference. The final decision will be applied retroactively to the date the position was created.

Section 3. The parties agree that any new title created that is similar to the current job titles and/or classifications in the bargaining unit will be included in the

bargaining unit, unless it qualifies for an exclusion listed in the Voluntary Recognition Process Agreement (Appendix A) or under Article 1 Recognition of this Agreement, Sunrise will inform the Union when a new position is excluded from the bargaining unit and the reasons for such exclusion.

## **ARTICLE 3**

### **EMPLOYMENT STATUS**

Section 1. A full-time employee shall be deemed to be any employee regularly scheduled to work a minimum of thirty-two (32) hours per week. Upon first day of employment, regular, full-time employees are eligible for all benefits, unless any waiting periods apply.

Section 2. A part-time employee shall be deemed to be any employee regularly scheduled to work less than thirty-two (32) hours per week. Upon first day of employment, regular, part-time employees are eligible for all benefits, unless any waiting periods apply and based on any applicable requirement as defined in this Agreement. The classification of a part-time employee is based on the employee's "average equivalent work week". The "average equivalent work week" of each part-time employee shall be reviewed by Sunrise no less often than every three (3) months and adjusted on a prospective basis, if appropriate. In determining whether such adjustment is appropriate, Sunrise will consider the actual average number of hours worked per month during the preceding three (3) month period divided by 4.35, rounding the result to the next higher whole number.

Section 3. Exempt employees shall be deemed to be any employee that because of the types of duties they perform for the organization, including decision making authority and level of compensation, do not qualify for certain local, state or federal legal protections.

Section 4. Non-exempt employees, shall be deemed to be any employee that because of the types of duties they perform for the organization, including decision making authority and level of compensation, qualify for certain local, state or federal legal protections. All non-exempt employees are subject to state and federal wage and hour laws, including overtime requirements. Non-exempt employees can be either full-time or part-time employees.

Section 5. A temporary employee is one who is engaged for short-term assignments due to their expertise in a particular area and have 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, and whose employment is expected to continue for not more than twelve (12) months. However, if the assignment or need becomes indefinite, Sunrise will reclassify temporary employee(s) to regular full-time or regular part-time employees. In no event the total time of a temporary employment will last a cumulative twelve (12) months without agreement from the Union, in which the employee will be included in the bargaining unit subject to the provisions of this Agreement.

Section 6. An intern is an individual who performs work on an unpaid or paid basis for the individual's own purposes, which includes but is not limited to meeting educational requirements or expectations for a degree being pursued by the



individual, and/or providing support for Sunrise's initiatives/causes. Interns shall not be included in the bargaining unit provided that the internship lasts no longer than twelve (12) months. In no event the total time of an internship will last a cumulative twelve (12) months of employment.

Section 7. Fellows are employees who are hired for an anticipated term of employment and funded by time-limited funding sources that are directed by the funder to fund that individual (e.g., recent law graduates who obtain post-graduate legal fellowship funding). Fellows shall be subject to the provisions of the Collective Bargaining Agreement, except that notwithstanding any other provision of the CBA:

- A. their employment terminates at the scheduled end of their term or fellowship and such termination shall not be subject to the grievance/arbitration procedure. Fellows must receive notice prior to the end of their fellowship or term as to whether Sunrise intends to retain them as an employee in a substantially similar capacity;
- B. the fellowship funding agreement will prevail in the event of conflict or contravention.

Section 8. In Unit-Supervisor. Includes any member in the bargaining unit that is assigned a supervisory role and has been agreed by the parties to be in the bargaining unit. To avoid any potential conflict of interest, their supervisory functions will be limited to hire, transfer, promote, assign, direct, coordinate, plan, supervise, monitor, provide coaching and feedback, establish performance improvement plans and train employees in the bargaining unit assigned under their supervision. In unit supervisors, can only adjust informal grievances from members they supervise as long as they are not inconsistent with this Agreement. They also must maintain confidentiality with respect to conversations, deliberations and information relating to the supervisory and/or managerial functions such individuals may perform.

Section 9. Probationary employees. Employees subject to a probationary period of ninety (90) days commencing on the first day of employment; provided, however, that Sunrise may extend said period for an additional ninety (90) days upon agreement with the Union. Sunrise can terminate the probationary employee at any time before the expiration of the probationary period. Before the end of the ninety (90) days, the employee and their supervisor will conduct an initial evaluation to ensure that there is a good fit between Sunrise and the employee and determine whether they become regular employees. If the Sunrise fails to advise probationers of known performance deficiencies within the first sixty (60) days of employment or thereafter when known, the probationary period will be extended by thirty (30) days upon the request of the Union.

## **ARTICLE 4**

### **NON-DISCRIMINATION**

Section 1. The Parties agree that all personnel actions such as compensation, benefits, transfers, terminations, layoffs, return from layoff, training, education, tuition assistance, and social and recreation programs, 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, partnership status, pregnancy status, marital status, familial status, national origin, ancestry, immigration and citizenship status, political affiliations, 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 or any other classification protected by applicable federal, state, or local law. Prior to hiring a bargaining unit employee, Sunrise will not inquire about nor will it consider juvenile delinquency adjudications, youthful offender adjudications, arrest or prior convictions.

Section 2. For the purposes of the Article, all the terms contained in section 1 above shall be interpreted as defined by law. If the terms, sex characteristics, gender identity and gender expression are not defined under law, then the terms shall have the following meanings:

- A. Sex characteristics refers to the chromosomal, gonadal and anatomical features of a person, which include primary characteristics such as reproductive organs and genitalia and, or in chromosomal structures and hormones; and secondary characteristics such as muscle mass, hair distribution, breasts and, or stature.
- B. Intersex individuals are those born with sex traits and reproductive anatomy that differ from the binary biological characteristics of male and female, and who may or may not identify with intersex as their gender identity.
- C. Gender identity refers to an individual's unique experience or lack of experience on the psychological, emotional, interpersonal, and/or societal levels within or without the spectrum that spans femininity, masculinity, neither, and/or a combination of all of the above. One's gender identity may or may not correspond with their gender assigned at birth (such as the sex listed on their birth certificate) and evidence of one's gender or sex may never be requested or required.
- D. Gender expression refers to the way in which one relates and/or connects their internal experience or lack of experience of gender to the outside world through preferred name and pronouns, physical appearance, clothing choice and accessories, behaviors and mannerisms that express aspects of one's gender identity and/or role, vocal characteristics, use or lack of use of hormone replacement therapy, and

any other interpersonal and social acts, experiences, preferences, and decisions related to one's gender identity. Gender expression may or may not conform to a person's gender identity and might fluctuate between varying expressions of gender.

Section 3. Knowing and intentional refusal to use and/or respect one's preferred name and pronouns regarding their gender is to be considered an act of workplace discrimination

Section 4. Sunrise and the Union agree to continue their policies that each bargaining unit member is also obligated not to discriminate, harass, or retaliate, on the basis of any of the protected characteristics or activities described above, against any other employee or anyone with whom the employee has contact with during the course of the employee's work.

Section 5. **Americans with Disabilities Act.** This Agreement shall be interpreted to permit the reasonable accommodation of disabled persons as required by state and/or federal law, including the Americans with Disabilities Act (ADA), and those based on the following definitions:

- A. Neurodivergent: differing in mental, cognitive, and/or neurological function from what is considered normal.
- B. Neurotypical: not displaying or possessing differences in mental, cognitive, and/or neurological function from what is considered normal.
- C. Disability will be defined, among other things, an individual who is not able-bodied, able-minded, or neurotypical. This includes physical, sensory, mental, cognitive, intellectual, developmental, and psychiatric disabilities, neurodivergence, and chronic illnesses/chronic diagnoses.

Section 6. In the event that a proposed accommodation would conflict with any provision of this Agreement, the parties, at either request, shall meet to discuss the proposed accommodation. The parties agree that any accommodation made by Sunrise 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.

- A. Any reasonable accommodation agreed by the parties, shall be binding and enforceable until the accommodation is no longer applicable.
- B. Management team members, assigned by Sunrise to address reasonable accommodation requests, will have the necessary training to ensure full compliance with the ADA.

Section 7. Subject to the limitations of this agreement, and after a job offer is made, Sunrise may require a background check as a condition for a job employment offer. Sunrise cannot deny employment based on an applicant's conviction history or pending case unless, after conducting an analysis of the relevant fair chance factors, it properly:

- A. Determines that there is a direct relationship between the applicant's conviction history or pending case and the prospective job; or
- B. Shows that employing the applicant would involve an unreasonable risk to property or to the safety or welfare of specific individuals or the general public.

## **ARTICLE 5**

### **HIRING, TRANSFERS AND PROMOTIONS**

Section 1. All vacancies will be posted (manually or electronically) in such a fashion as to be accessible by employees. The posting shall include the title, pay range, and sufficient information regarding requirements and duties to adequately describe the vacancy. The vacancy will remain posted for seven (7) working days. Employees that apply for the vacancy, will be interviewed by Sunrise prior to interviewing outside applicants, unless the internal bidder is unavailable. After the seven (7) working days, employees are still eligible to apply as an internal applicant up until the position closing date, but they will not necessarily be interviewed before external applicants.

Section 2. Successful bidders/applicants will be chosen based on their qualifications, such as experience, skill, and job-related knowledge. Qualifications for a position shall be determined by Sunrise. Where in Sunrise's judgment the qualifications of an internal applicant and an outside applicant are substantially equal, Sunrise shall award the position to the internal bidder.

Section 3. Where Sunrise is deciding between two (2) internal applicants whose qualifications, in Sunrise's judgment, are substantially equal, seniority shall be given primary consideration.

Section 4. Transfers. Employees may request to be transferred to another location to perform the same or similar functions they currently perform provided there is a need in the receiving locality.

Section 5. Promotions.

- A. Employees in the bargaining unit may be recommended by their first level supervisors for promotions. Supervisors need to identify the experience and skills that the candidate possess that are greater than what is required to successfully assume the responsibilities of the new role. Employees must have gone through at least one annual performance cycle, with a completed annual review reflecting satisfactory performance. In the absence of a performance evaluation the current supervisor must provide a statement that the performance evaluation would have been consistent with the nomination as well as any supporting materials available.
- B. Employees may also raise the issue of promotion when the above criteria have been met.
- C. The request will be evaluated within a reasonable time frame and if approved, the promotion will occur, and it will be retroactive to the date it was requested.

- D. If applicable, the employee's compensation will be adjusted as provided in this Agreement.

Section 6. Anytime an employee moves to another job they can subsequently retreat to the former job within six (6) months, if they or their supervisor believe the new position was not a good fit for them. A vacancy must exist in the former position in order for a retreat to be initiated. The Employee will be allowed to retreat only if a vacancy exist and will be treated as though they never left the former job.

Section 7. Sunrise agrees to provide the Union, in writing, the names, titles and wages of all candidates selected, transferred or promoted under this Article, by the tenth (10th) calendar day after any such selection is made.

Section 8. An employee who relocates pursuant this Article, may be eligible for relocation expenses, if the new residence is more than sixty (60) miles from the employee's former residence. Provided the employee actually permanently relocates their residence within six (6) months from the effective date of the relocation, Sunrise will provide the employee with a flat \$3,500 moving allowance.

Section 9. Temporary relocations.

- A. An employee may be required to temporarily relocate as part of their functions and responsibilities with Sunrise for a period not to exceed two (2) months.
- B. Sunrise will provide as much advance notice as possible, but not less than two (2) weeks' notice of the temporary relocation will be provided to any affected employee.
- C. Sunrise will provide adequate lodgings and expense reimbursements in accordance with this Agreement.
- D. If the temporary relocation lasts more than five (5) weeks, employees will be permitted at least one (1) weekend trip home. Sunrise and the employee will discuss when an employee can return for a weekend trip home. Sunrise shall determine the mode of transportation to and from the employee's home and the temporary work location. Sunrise will pay for appropriate and reasonable travel expenses to and from the lodging location and employee's residence for the permitted weekend return trip home. The employee's travel time for the permitted weekend trip home will be paid in compliance with this Agreement.

## ARTICLE 6

### IMMIGRANT WORKFORCE

Section 1. **General Principles:** The Union and Sunrise have a mutual interest in avoiding the termination of trained Employees. Accordingly, to the extent not addressed by this Agreement, the Union and Sunrise will negotiate over issues related to compliance with the Immigration Reform and Control Act and any other current or future legislation, government rules or policies related to immigrants.

Section 2. **Absence from Work Due to Law Enforcement** - Sunrise will not discipline, discharge or otherwise act against any Employee who is absent from work due to arrest, detention or incarceration by law enforcement pursuant to the Employee's citizenship status or Visa status, and those days will not count against the Employee's time and attendance record, provided the employee communicates as soon as reasonably practicable.

Section 3. **Protection of Rights During Workplace Immigration Enforcement** - Sunrise will promptly notify the Shop Steward and Union if Sunrise is contacted by the Department of Homeland Security (DHS) or Immigration and Customs Enforcement (ICE), a branch of DHS, for any purpose or if a search and/or arrest warrant, administrative subpoena or other request for documents is presented in order that the Union can take steps to protect the rights of its members. Further, Sunrise will:

- A. Refuse admittance of any agents of DHS or ICE who do not possess a valid warrant signed by a federal judge or magistrate.
- B. When presented with a judicially signed warrant Sunrise will provide the authority presenting such warrant with a written statement that it is specifically withholding consent to enter any non-public areas of the workplace and is permitting search only under protest. If providing a written statement is not possible, Sunrise will verbally inform the authority presenting the warrant that they are withholding consent to enter non-public areas of the workplace and is permitting search only under protest. Sunrise will provide the Union with a memo outlining the verbal conversation.
- C. Not reveal to the DHS names, addresses or immigration status of any Employee, except pursuant to a valid warrant or subpoena signed by a federal judge, magistrate or immigration officer designated by the DHS.
- D. Permit inspection of I-9 Forms by DHS or DOL only after a minimum of three (3) written days' notice.
- E. Sunrise shall provide no documents other than the I-9 forms to the DHS for inspection in the absence of a valid DHS administrative subpoena, or a search warrant or subpoenas signed by a federal judge or magistrate.

- F. Where a warrant specifically names certain individuals or the DHS presents a warrant or subpoena, which requires the production of I-9 forms, the inspection shall be permitted, and individuals named on the warrant shall be called into the front office.
- G. Where DHS notifies Sunrise that certain Employees do not appear to be authorized for continued employment, Sunrise will provide the Employees with a reasonable opportunity of not less than two (2) weeks to present other documents as listed on Form I-9 to establish their employment authorization.
- H. Nothing in this provision shall be interpreted to limit the Employee's rights to continued employment under the "receipt rule," which grants Employees ninety (90) days to present to Sunrise a replacement document of a previously issued but expired employment authorization.
- I. It is acknowledged that this Agreement shall not be interpreted to cause Sunrise to knowingly hire or continue the employment of any person not authorized to work in the United States as prohibited by IRCA 8 U.S.C. 1324a(a)(1)(A)(2).

Section 3. **Employer Self-Audits** – Absent such form notice from DHS, ICE or any other federal state or local enforcement agency, Sunrise will not conduct an audit or any other type of inspection of its I-9 forms or personnel records and will not allow any other private or public entity to conduct such an audit or inspection.

Section 4. **I-9 Forms** - Sunrise will maintain Employee I-9 forms in a file separate from personnel records, as required by law. Sunrise will not duplicate, either by photocopy, electronically or any other method, the documents provided by the Employee in connection with the I-9 process, and will not retain any copies, however obtained, in any files.

Section 5. **Verification and Re-Verification of Work Authorization** - Sunrise will not require or demand proof of immigration status, except as may be required by 8 U.S.C. 1324A(B) and listed on the back of the I-9 form. Further, Sunrise will not require that an Employee re-verify their authorization to work unless Sunrise obtains actual or constructive knowledge that the Employee is not authorized to work in the United States. "Actual or constructive knowledge" means such knowledge that would subject Sunrise to liability under the "employer sanctions" provisions of the immigration laws, 8 U.S.C. 1324a. Further, Sunrise will not require Employees engaged in "continuing employment" to provide proof of work authorization, including Social Security numbers (SSNs). "Re-verification" means requesting that an Employee show documents that purport to prove their authorization to work in the United States, and includes a request to provide proof of a valid SSN. In the event that Sunrise determines it has the requisite "actual or constructive knowledge" that requires it re-verify an Employee's authorization to work, Sunrise will:



- A. Prior to notifying the Employee, notify the Union and provide the Union with the factual basis for that determination;
- B. Afford the Employee a reasonable period of time of not less than one hundred twenty (120) days to establish work authorization; and
- C. Not take any adverse employment action against the Employee unless Sunrise has complied with Items A and B above, and is required to do so by law.

Section 6. **Transfer of I-9 Forms** – No Employee shall be required to re-verify status in circumstances constituting “continuing employment.” In the event of a sale of the business or its assets, or other business reorganization that transfers the Employees to a different entity, Sunrise shall transfer the I-9 forms of its Employees to the new employers, and shall condition such sale on the successor employer’s written agreement to use transferred I-9 forms to satisfy obligations with respect to I-9 forms.

Section 7. **Inquiries Into Immigration Status** - Sunrise will not ask any Employee, either orally or in writing, to respond to questions or provide documentation of immigration status, except as required by law. If Sunrise determines that such a request is required by law, Sunrise will provide the Employee(s) and the Union a detailed explanation for the request, in writing, citing the factual and legal basis for the request. The Union will have two (2) weeks to reply to the request. The Employee will not be required to respond to questions or provide the requested documentation while the Union and Sunrise attempt to resolve a dispute under this section.

Section 8. **Employer Participation in Employers Verification Pilot Projects** - Sunrise will not participate in any computer or online verification of immigration or work authorization status, except as required by law.

Section 9. **Corrections to Records** - An Employee may notify Sunrise of a change in name or SSN and Sunrise will modify its records to reflect such changes. Such Employees shall not have their seniority or employment status affected or suffer any loss of benefits as a result of notifying Sunrise of such changes. Sunrise may not discharge or in any manner discriminate, retaliate or take any adverse action against an Employee because the Employee updates or attempts to update their personnel records to reflect change to their lawful name or valid SSN.

Section 10. **Social Security “No-Match” Letters** - In the event that Sunrise receives notice, either by correspondence or otherwise, from the Social Security Administration (SSA) indicating that an Employee’s name and SSN that Sunrise reported on the Wage and Tax Statements (Form W-2) for the previous tax year do not agree with SSA’s records, Sunrise agrees to the following:

- A. Sunrise will notify the Union upon receipt of any such notice and will provide a copy of the notice to all Employees listed on the notice and to the Union;
- B. Sunrise will not take any adverse action against any Employee listed on the notice, including firing, laying off, suspending, retaliating or discriminating against any such Employee as a result of these circumstances;
- C. Sunrise will not require that Employees listed on the notice bring in a copy of their Social Security card for Sunrise to review, complete a new I-9 form, or provide new or additional proof of work authorization or immigration status;
- D. Sunrise will not contact the SSA or any other governmental agency after receiving notice of a "no-match" from the SSA; and
- E. Sunrise will not interrogate any Employee about their SSN (see section "Inquiries into Immigration Status").

Section 11. **Expiration of Documents** - Sunrise agrees to treat an Employee's period of removal from employment due to the expiration of the Employee's work authorization document as a leave of absence without pay for a period of up to ninety (90) calendar days, and reinstate the Employee to the job without loss of seniority upon receipt of the renewal work authorization document if the Employee provides appropriate documentation.

Section 12. **Remedies** - If Sunrise violates any provision of this Article and such violation directly or indirectly leads to the termination or resignation of any Employee, Sunrise shall, in addition to any other remedies awarded by the arbitrator, reinstate and make the Employee whole. If a reinstatement and/or make whole remedy is not permitted due to the Employee's immigration status, Sunrise shall make an equivalent payment to a mutually agreed to party.

Section 13. **Citizenship** - Upon request, Employees shall be released for up to five (5) unpaid working days during the term of this Agreement in order to attend U.S. Citizenship and Immigration Services proceedings and any related matters for the Employee only. Sunrise may request verification of the reason for such absence. On the day an Employee becomes a U.S. citizen, Sunrise will compensate the Employee with a one-time paid personal holiday in recognition of their citizenship.

Section 14. **Limited-English Proficient Workers** - While English is the language of the workplace, Sunrise recognizes the right of Employees to use the language of their choice among themselves. Sunrise shall work with the Union to provide English as a Second Language (ESL) and literacy classes to Employees, either directly or in partnership with not-for-profit ESL providers. Sunrise agrees that any Employee who is disciplined or discharged must be provided with notice in any language in which they are proficient, and any meetings that may lead to or concern

discipline or discharge must be conducted in any language in which the Employee is proficient.

Section 15. For Employees holding any temporary work authorization, Sunrise will make reasonable efforts in the immigration sponsorship process, if permitted by law, in good faith, including financial support at Sunrise's discretion, but cannot guarantee any result.

Section 16. **Management Training** - Sunrise shall issue a policy implementing the immigration components of this contract within two (2) weeks of agreement to its terms, and thereafter provide it to any new manager or supervisor.

## **ARTICLE 7**

### **JOB DESCRIPTIONS**

Section 1. Sunrise shall maintain a written job description for each classification or title within the bargaining unit. All written job descriptions are guides to the functions, responsibilities and general duties of the role. Duties listed in the written job description are illustrative and are not to be construed as a limitation on work assignments or on the employee's freedom to voluntarily take on additional work, special projects, or professional development opportunities.

Section 2. All new hires in the bargaining unit shall receive the applicable written job description for their position as part of the on-boarding process on or before their start date. As part of the on-boarding 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 as well as the job role and responsibilities and ask any questions the employee may have.

Section 3. In the event Sunrise modifies a current written job description, Sunrise shall inform the Union about said change. At the request of the Union, the parties will meet with the employee to review the changes or new job description and will be provided with an explanation for the change. In such a meeting, the Union may request additional compensation and/or modification to the employee's current title on a permanent or temporary basis. Such requests will be addressed in accordance with the provisions and procedures in this Agreement.

Section 4. In the event that a bargaining unit employee believes their written job description does not accurately reflect their actual responsibilities on a regular or temporary basis, or they believe that their duties, responsibilities or functions have been expanded, the employee may request the opportunity to discuss the written job description and/or position with their direct supervisor. If the employee's concerns about their job description remain after their meeting with their direct supervisor, the employee may request the opportunity to discuss the written job description and/or position with Sunrise's Team Support and Culture and/or their direct supervisor. A Union representative may participate in any such meeting, at the request of the employee.

Section 5. The job description will be reviewed and updated at the end of the employee's probationary period and annually during the employee's annual performance review process. Any potential change or modification shall comply with the provisions of this Article.

Section 6. Each member of the bargaining unit at the time of ratification of the Agreement, shall receive a copy of their written job description within 90 days of the first performance review period following the ratification this Agreement, but in no event this process will be completed beyond December 2022.

## **ARTICLE 8**

### **HOURS OF WORK AND SCHEDULES**

Section 1. Sunrise's payroll week begins on Sunday and ends on Saturday. The normal workweek is Monday through Friday. A full-time workweek shall consist of forty (40) hours, and a one (1) hour paid meal period each workday. For employees working less than thirty (30) hours, the paid meal period is limited to 30 minutes. Normally, an employee's workday shall be scheduled between 7a.m. and 8:30p.m. (local standard time). Employees will be permitted to take one (1) fifteen (15) minute break at the first half of the day and another one (1) fifteen (15) minute break on the second half of their tour, unless state or local require longer breaks.

Section 2. The daily and weekly number of hours and schedule of hours each employee shall work will be based on Section 1 above and in coordination with each employee.

Section 3. Sunrise recognizes that employees have need predictability in their schedules and impact their ability to work beyond their typical workday. Sunrise will notify the impacted bargaining unit staff at least 48 hours in advance of the need to work 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.

Section 4. Overtime. Nonexempt employees shall receive one and one-half (1½) times their regular rate of pay for all time worked in excess of eight (8) hours in any twenty-four (24) hour period, or forty (40) hours within the workweek. Paid holidays, vacation days, personal days and sick days shall be considered hours worked for purposes of computing workweek (a non-exempt employee's eligibility for overtime). There shall be no pyramiding, compounding or double payment for the same hours worked. Employees are required to work overtime if requested unless excused for good cause. Except for emergencies, overtime can only be authorized by an employee's supervisor or their designee in advance.

## **ARTICLE 9**

### **FLEXIBLE WORK ARRANGEMENT/TELEWORK**

Section 1. Sunrise may hire employees and assign them to work from their home. In such a case, their home will be considered their work-location.

Section 2. An employee that is assigned to work at a traditional work location, may request to work outside the office as an alternative to their traditional work location for the full workweek or part of it, and will be allowed to do so. Employees who have flexible work arrangement schedules must remain available to be in the traditional work location as requested by Sunrise, as long as the employee is provided two (2) week advance notice to report to their originally assigned traditional work location.

Section 3. Flexible work arrangements cannot be unilaterally eliminated by Sunrise.

Section 4. In any flexible work/telework arrangement, the following provisions will apply:

- A. Sunrise will provide equipment or reimburse in accordance to this Agreement.
- B. Sunrise will ensure employees are trained in the proper ergonomic set-up of their at home workstation and will verify the employee is provided the required ergonomic workstation components. To the extent that a participating employee requires an accommodation, Sunrise will provide equipment and items as required by law. Refer to Appendix C, Ergonomic Workstation Checklist at the end of this agreement.
- C. Participating employees will use any Sunrise property in accordance with Sunrise rules and policies and protect Sunrise and customer proprietary information in accordance with such rules and policies.
- D. Productivity impacts due to slow home internet service, or any other reason will not result in disciplinary action.
- E. In the event of a computer malfunction, power outage, internet failure or other issue preventing the completion of work that is outside the control of the participating employees, wages for any scheduled shifts will continue to be paid until the issue is resolved.
- F. To ensure the safety of employees in the event of a medical emergency, Sunrise will collect updated emergency contacts from all participating employees.

## **ARTICLE 10**

### **PERFORMANCE EVALUATIONS AND DISCIPLINE**

Section 1. Sunrise agrees that discipline of a non-probationary employee shall be for just cause only. A non-probationary employee may file a grievance concerning disciplinary action against them.

#### Section 2. Performance Evaluations.

- A. Employees will receive periodic performance reviews after completing probation. The reviews will be conducted at least annually during their employment with Sunrise. However, the timing and frequencies of performance evaluations may vary depending upon factors relevant to appropriate evaluation, including an employee's length of service, job position, past performance, changes in job duties, or recurring performance problems.
- B. Performance evaluations are opportunities to recognize the quality and quantity of the work an employee performs, knowledge of the job, initiative, work attitude, and their interactions with staff and Sunrise partners. The performance evaluation should help employees become aware of their progress and areas for improvement. Performance evaluations are also opportunities for employees to give feedback to their supervisors about any challenges they are facing in their work, any support they might find helpful, or any other facet of the supervisor-supervisee relationship.
- C. The Employee shall be entitled to submit a written response within 30 days of their evaluation, and both the performance evaluation and the employee's response will be placed in the employee's personnel file.

#### Section 3. Performance Improvement Plans.

- A. In the event an employee demonstrates performance issues, behavior, and/or conduct below expectations, the employee's supervisor will first give feedback through their regular management meetings.
- B. If performance, behavior, and/or conduct remain below expectations, the employee's supervisor will establish a clear plan (referred to as a Performance Improvement Plan or PIP) with the employee for closely managing performance and correcting identified problems through a performance improvement process.
- C. The goal of the Performance Improvement Plan (PIP) is to help employees succeed at their job and as such will identify performance issues, based on the job description, and include documented examples of the tasks or responsibilities that are less than

satisfactory to the Employer. The PIP shall be collaboratively created by the Employer and the Employee to identify reasonable, tangible measurements/milestones of improvement, subject in all instances to ultimate determination by the Employer. The PIP format shall be standardized within a template and shall be reviewed and approved by HR after consultation with the Union.

- D. The employee may bring a Union representative to the initial meeting in which the PIP is developed. PIP will last for a predetermined amount of time with a minimum of sixty (60) for the employee to demonstrate improvement.
- E. A copy of the Performance Improvement Plan and its outcomes will be retained in the employee's personnel file.
- F. The PIP period shall include at least bi-weekly meetings between the manager and the employee to monitor progress and facilitate the provision and receipt of feedback.
- G. If a manager leaves in the middle of a PIP, the PIP shall be considered on hold and any subsequent performance concerns shall be addressed by a new manager after at least twenty (20) business days of managing said employee. Sunrise will exercise its best efforts to ensure that the same manager will supervise an employee placed on a PIP.
- H. In the event that an employee takes leave for any reason—including but not limited to sick leave, vacation leave, family and medical leave, etc.—during a PIP period, the leave time shall not be counted against the PIP period.
- I. Employees shall not be entitled to take more than five (5) days of vacation, sabbatical or personal leave during a PIP period unless the time was approved prior to the PIP being delivered or in emergency situations on a case-by-case basis. Other Leaves of Absence would not be subject to this limitation.

Section 4. Performance Evaluations and the performance improvement process are not disciplinary action and will be based on the Job Description functions of each employee.

Section 5. Sunrise will take any disciplinary action promptly after learning of the circumstances on which the discipline is based. Sunrise will endeavor to take any such disciplinary action within seven (7) calendar days after learned of the circumstances on which the discipline is based, unless there is a justifiable business reason for a reasonable extension of this period. Sunrise will give its reasons for such discipline and/or discharge to the employee and the Union's Representative or designee within seven (7) calendar days of such disciplinary action.



Section 6. Discipline shall be applied progressively by Sunrise except in the case of gross misconduct. Sunrise will administer progressive discipline as follows:

- A. Where an employee has gone through the Performance Improvement Process and, at the conclusion of that process, Sunrise determines that the outcome was not fully successful, the employee will be given a written warning that further performance issues, may result in discipline up to and including termination from employment. In the event of such subsequent performance issues, below expectations, the employee may be terminated without further proceedings.
- B. For a first incident of problematic conduct or behavior that does not constitute gross misconduct, the employee will receive a first written warning together with coaching input from management. In the event of subsequent problematic conduct or behavior not constituting gross misconduct, the employee will receive a final written warning (which may be coupled with an unpaid suspension) notifying the employee that any subsequent problem will be ground for termination. In the event of a subsequent problem, the employee may be terminated without further proceedings.
- C. Cases involving gross misconduct, may be subject to discipline up to including termination.

Section 7. In any disciplinary proceeding, the Employer may not rely on any material adverse to the employee that occurred more than twelve (12) months prior to the current disciplinary action, provided no other disciplinary action has been taken against the individual within those twelve (12) months. Material pertaining to gross misconduct is specifically excepted from the limitations of this Section.

Section 8. Written warnings or other disciplinary action will be considered inoperative for purposes of progressive discipline under this Article after a period of twelve (12) months, provided no other disciplinary action has taken place during that period and further provided that the written warning or other disciplinary action was not issued for gross misconduct.

Section 9. Upon written request, an employee will be permitted to examine records containing personally identifiable employee information about themselves within seven (7) business days of a written request by the employee to Sunrise. An employee will receive written notice of any changes to their personnel file including discipline within two (2) working days of said change, and an employee has the right of access to their official personnel file. An employee has a right to respond in writing to any material in the employee's official personnel file within thirty days. The employee shall receive a copy of any material related to discipline or job performance that is put into their official personnel 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 11

### GRIEVANCE PROCESS

Section 1. All complaints or prospective grievances by the Union shall normally be taken up informally with Sunrise Management in an effort to resolve the matter at an early stage.

Section 2. A grievance is defined as a written complaint by the Union on behalf of an individual employee, group of employees or on its own behalf explicitly stating an alleged violation of the application or interpretation of a specific provision(s) of the Collective Bargaining Agreement, or other terms and conditions of employment, alleging an improper loss or reduction of any contractually established benefits arising out of the employment with Sunrise or alleging an employee was subject to discipline or discharge without just cause. An individual employee can also file a grievance on their behalf.

Section 3. In the event an employee and/or union representative files a grievance pursuant to Section 1 above, the parties agree to attempt to settle the grievance by the following steps:

**Step 1:** The aggrieved employee and/or union representative shall file the grievance with Sunrise's Team Support and Culture office within one hundred and twenty (120) calendar days of the known occurrence of the event giving rise to the grievance. Sunrise's designee from Team Support and Culture, will contact the Union representative within seven (7) workdays of receipt of written notice of the grievance for the purpose of setting a mutually agreeable meeting date and location to discuss the grievance. A decision in writing will be provided to the Union and the employee involved within ten (10) workdays after completion of the meeting(s) unless mutually agreed otherwise by the parties.

If Sunrise fails to offer a meeting date or fails to provide a written response in the agreed upon timeframe, the grievance may be advanced to the second step at the Union's option.

**Step 2:** If the answer or decision of Sunrise is unsatisfactory to the Union, the grievance shall be appealed to the Executive Director or their designee, such as the Chief Operating Officer or the Managing Director, in writing, within thirty (30) workdays after a decision has been rendered at the first step. The Executive Director shall contact the Union representative within seven (7) workdays of receipt of the written appeal for the purpose of setting a mutually agreeable meeting date and location. The Executive Director will provide a decision in writing within fifteen (15) workdays, after completion of the meeting(s), unless mutually agreed otherwise by the parties.

Section 4. Formal grievance meetings shall be held at mutually agreeable times and locations. For the purpose of presenting a grievance, those employees of Sunrise including the aggrieved employee(s) and the employee representative(s) designated by the Union, shall suffer no loss in pay for the time consumed in, and necessarily consumed in traveling to and from grievance meetings.

Section 6. It is the intent of this Grievance Process that grievances should be resolved at the lowest possible Step.

Section 7. Nothing in this Article shall preclude an employee from presenting issues in their own interest to representatives of Sunrise, without intervention of the Union, and to have such issues resolved provided the resolution is not inconsistent with any provision of this Collective Bargaining Agreement and provided the Union has been given an opportunity to be present at such adjustment, if any.

Section 8. The parties acknowledge that employees enjoy certain rights under federal, state and local laws and regulations. The Employer and the Union will keep each other informed on the names of the authorized representatives that will be tasked with administering the collective bargaining agreement.

## **ARTICLE 12**

### **ARBITRATION**

Section 1. If at any time a controversy should arise regarding the true intent and meaning of any provisions of this Agreement, including Memoranda of Agreement(s) or other Letter(s) of Understanding interpreting the Agreement in regard to the performance of an obligation hereunder, which the parties are unable to resolve by use of the grievance procedure, the matter may be submitted to arbitration as outlined in the provisions of this Article upon written request of either party to this Agreement.

Section 2. Grievances that are not satisfactorily settled in accordance with the grievance procedure outline in Article 8, may be referred to arbitration by Sunrise's or the Union's written notice to the other party within thirty (30) days following the conclusion of the formal grievance process. The time limits in this Article may be extended by the Parties' mutual agreement in writing.

Section 3. Sunrise and the Union shall select an arbitrator by rotating through the list of arbitrators set out in Section 4, below.

Section 4. Panel. The parties will select a panel of at least four (4) qualified arbitrators to serve on a permanent panel to resolve grievances that are pursued to arbitration under this Article. To select this panel, each party shall initially be entitled to recommend up to two arbitrators subject to objection by the other party. Once the initial panel has been created, each arbitrator will serve until the termination of this Agreement unless his/her services are terminated earlier by written notice from either party to the other. 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 or the FMCS 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.

Section 5. The decision of the arbitrator shall be final and binding on Sunrise, the Union and the bargaining unit employee(s) without either party waiving its right to a court review. The arbitrator shall have no authority to expand the grievance beyond the written submission presented by the parties for arbitration. The arbitrator shall only have the authority to determine whether a specific provision of this Agreement has been violated. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or imply things into the provisions of this Agreement, or impose upon any party hereto a limitation or obligation not provided for in this Agreement. In any award of back pay in a discharge case, the arbitrator may reduce such back pay by outside earnings and income from the date of discharge, including but not limited to unemployment insurance benefits and disability payments. This reduction shall not apply to outside earnings and income from employment for

employers other than Sunrise that was obtained prior to discharge but shall apply to any increase in outside earnings and income received after discharge.

Section 6. The fees and expenses of the arbitrator, including interpreters, transcripts (if transcripts are agreed upon), shall be shared equally by Sunrise and the Union.

Section 7. If the Union provides Sunrise with a reasonable period of advance notice, Sunrise shall allow reasonable time off with pay for the Grievant, Union witnesses and/or Union representatives to prepare for arbitration and to participate in the arbitration hearing.

Section 8. The Arbitrator specifically shall have the right to determine whether a particular grievance is subject to the Grievance Procedure or within his/her jurisdiction to decide.

Section 9. Nothing in this Article prevents either party from submitting the matter to a mediator. In such case, the party requesting mediation should notify the other in writing and if agreed, the time limits to request arbitration will be suspended. The parties will select mediators by striking from a panel provided through the Federal Mediation and Conciliation Service or by using another mutually agreed upon service or procedure. Upon agreement of the parties, the mediation conference will be scheduled within fifteen (15) days of Sunrise's or the Union's request for mediation. Such conference will be held on the earliest mutually available date offered by the chosen mediator. Either party may request the mediation be terminated and the grievance be scheduled for arbitration.

## ARTICLE 13

### RESTORATIVE PRINCIPLES IN THE WORKPLACE

Section 1. Restorative justice is an alternative method of addressing conflict in the workplace. Rather than just looking at the conduct as a violation of policy, restorative justice addresses the conflict between the parties, the effect of the conduct within the framework of the employees' relationships to one another and their communities. With restorative justice practices, the parties commit to set the foundations for mutual respect, safety, and accountability. Sunrise leaders at all levels of the organization, will encourage the establishment of good practices among the workforce.

Section 2. When conflict in the workplace occurs, both formal proceedings and restorative methods and goals are not always in tandem. However, the parties can still reach formal accountability for any conduct while also addressing the psychological health and safety of the parties in conflict and the impact on the organization as a whole.

Section 3. The parties will identify at least two (2) members of the bargaining unit and two (2) members of management that will be trained as restorative justice facilitators. The parties will work collaboratively to identify a program to prepare and train the facilitators to embrace restorative justice principles and practices, as may be appropriate in the labor-management setting. If appropriate, the involvement of volunteer groups is permissible, if it is agreed upon that a particular conflict is interpersonal in nature and not related to the organization in any way. For example, conflict that is only between volunteers or because of non-work-related issues/not related to terms and conditions of employment. The process will also include identifying ongoing training to ensure facilitators and staff are equipped with the skills to lead the process and maintain principles and practices that are sustainable over time and throughout the process itself.

Section 4. In the event of conflict resolution, where the parties desire to use restorative justice principles and practices, a first step will be engaging in a voluntary process to resolve conflict in the workplace by giving all affected parties the opportunity to engage in a Workplace Restorative Conference or Workplace Restorative Circle. Unless the affected parties agree to extend the date, this process will commence no later than ten (10) business days after the event or incident giving rise to the need (or desire) for use of restorative justice principles and practices. Either party may reach out to the Union or Team Support to request the initiation of this process. Timeframes will be established collaboratively by all parties. The bargaining unit and management restorative justice facilitators will decide on the appropriate restorative justice process to use under the circumstances.

Section 5. **Workplace Restorative Conference.** At a workplace restorative conference, a facilitator guides the discussion through a structured process.

- A. The workplace restorative conference offers a safe and respectful environment to discuss the conflict. It's also a place to talk about the consequences and impact as well as how to acknowledge and address the impact the conflict has caused individually and collectively. Collaboratively, participants discuss the conduct, express their emotions, consider ways to address the conflict, and reach an agreement on how to move forward.
- B. Participants should feel engaged enough to share their beliefs or views and become involved with the decision-making.
- C. Decisions will be made by agreement of all parties in the conflict.
- D. An explanation of expectations in the workplace. Everyone understands the conduct and behavior that is expected of them in the future.
- E. The objective of a restorative conference is to understand how each individual's actions have affected others and create a plan of action that deals with the conflict and rebuilds trust. Restorative conferences are meant to be healing and empowering. Those who have been impacted by the conflict have an opportunity to express their feelings and emotions and provide feedback on how the conflict that the conduct has caused can be healed. Those who have initiated the conflict learn more about the impact their conduct has on others. They also take responsibility and become involved in the solution.
- F. Outcomes aim to heal relationships, improve work environments, and address conflict proactively and correctly.
- G. The goals of restorative circles conferences are for participants to gain an understanding and an appreciation of others' perspectives as well as their own.

Section 7. Anything said during the Restorative Justice Principles in the Workplace process shall not be used by any party in the grievance and arbitration procedure outlined in this agreement.

Section 8. Nothing herein is intended to alter the date by which formal grievances pertaining to alleged collective bargaining agreement ("CBA") violations or arbitrable discipline and termination matters are to be submitted by either party under the existing grievance and arbitration provisions in Article 11 and 12.

## **ARTICLE 14**

### **SENIORITY**

Section 1. For purposes of this Agreement seniority will mean the years of service with Sunrise.

Section 2. Years of Service will be defined as the continuous number of years the employee has been employed with Sunrise, beginning with the date of the employee's hire and ending with the effective date of the employee's termination.

Section 3. A period of continuous service will include periods of authorized leave, whether paid or unpaid, but does not include periods when the individual was not employed by Sunrise.

Section 4. For employees who have been rehired and have prior periods of service with Sunrise (either as regular employees, temporary employees, fellows, interns or agency employees), those prior periods of service will count toward the employee's total Years of Service unless the break in Sunrise's employment was more than three (3) years. For purposes of the preceding sentence, prior periods of service will include employment at Sunrise, or another Sunrise's affiliate.

Section 5. Years of service will be prorated to the nearest day. Independent contractor service will not count toward Years of Service.



## **ARTICLE 15**

### **HEALTH AND SAFETY**

Section 1. Sunrise 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. Sunrise will provide safety equipment, including ergonomic chairs and equipment, which is necessary for an employee's work assignment in accordance with OSHA standards.

Section 3. When an employee completes a period of work consisting of twelve (12) hours or more in a twenty-four (24) hour period, the employee will be allowed a delayed start for the next scheduled shift, unless the employee feels they have had sufficient rest time to start their shift. The delay will allow ten (10) hours before the start of the employee's next shift and will not affect the employee's pay. If due to an exceptional event, such as the yearly assembly, this rest period cannot immediately be guaranteed, the employee will be allowed compensatory time following the end of the exceptional event in accordance with this Agreement.

Section 4. Any employee may refuse to perform work that they reasonably believe would pose a serious threat of injury or illness.

Section 5. Sunrise and the Union will work together to establish and provide trainings during regular work hours to all employees regarding OSHA safety standards, ergonomics and overall health and safety principles in the workplace. Trainings will be provided at least on a yearly basis.

## **ARTICLE 16**

### **TRAININGS AND PROFESSIONAL DEVELOPMENT**

Section 1. Opportunities for professional development shall be encouraged by Sunrise particularly as it pertains and contributes to current and developing work. When the employee's supervisor requires that an employee attend a particular training, Sunrise will pay the cost and such training will be performed during work hours and such time will be considered as time work.

Section 2. Employees in the bargaining unit, will be provided for a minimum of forty (40) hours of education and training that is skill based, job-related, helps the employees to develop their skills, abilities and talents to the fullest extent possible to increase employment security during each calendar year. The forty (40) hour minimum will be prorated for mid-year hires and employees who work less than a full year. The forty (40) hour minimum training will also be used to ensure staff have the necessary skills when an employee is transferred, either voluntarily or involuntarily, to avoid a layoff to a new position.

Section 3. Sunrise will establish a staff development budget in the amount of at least two thousand (\$2,000.00), per employee, per calendar year, to be used for staff development retreats, supporting training, conferences and other opportunities that will benefit staff members, outside of those provided by Sunrise. The labor-management committee will recommend team development priorities. Staff members and their supervisor will jointly identify individual development priorities.

Section 4. Sunrise will pay the cost of the continuing education for any employee that as a part of their role in the organization, must comply with that requirement or that requirement will add additional value to their current job duties. Sunrise will also reimburse staff for any association or professional society dues/fees related with any degree or professional certification that the employee brings to the organization.

## **ARTICLE 17**

### **UNIFORM EXPENSE TREATMENT**

Section 1. Time spent in local travel at the direction of the Sunrise after reporting for duty and before release from duty shall be treated as work time.

Section 2. Employees directed by Sunrise to use their personal car for travel during the workday or for other authorized Sunrise business shall be reimbursed for their gas expenses. Any travel time on a nonscheduled day that at the direction of Sunrise shall be paid as work time.

Section 3. An employee away from home on a Sunrise assignment will receive reimbursement for all reasonable, necessary and ordinary business expenses incurred in the fulfillment of such assignment, as provided in Sunrise current travel policy subject to the following:

- A. Meals and Incidental expenses shall be capped at \$60.00 per day, using the following guidelines:
  - 1. Breakfast: \$12
  - 2. Lunch: \$22
  - 3. Dinner: \$26
- B. Reasonable and moderate housing or lodging, incurred in carrying out the assigned job shall be reimbursed by Sunrise. Union Hotels are encouraged to be used. Employees will be provided with separate and private quarters while on work assignment.
- C. Baggage fee up to one (1) personal bag will be reimbursed.
- D. If the employee travels with children, the employee will receive \$25.00 per diem for meals for children.
- E. Other properly authorized expenses incurred on behalf of Sunrise shall be reimbursed when properly explained and vouchered.

Section 4. In order for Sunrise to comply with any legal or regulatory amendment, they may change and update their existing expense reimbursement policies. Provided that the (a) the level of benefits is not materially reduced during the life of this Agreement, and (b) the change is equally applicable to non-union employees.

Section 5. On or before July 1, 2023, the parties agree to reopen the collective bargaining agreement to engage in negotiations over the Uniform Expense Policy to reevaluate this Article including a potential cellphone and home internet reimbursement. Any agreement reached by the parties, will be implemented in accordance with their respective terms and conditions and will be incorporated into this Agreement.

## ARTICLE 18

### SICK, CAREGIVER AND SAFE LEAVE

Section 1. Employees will be entitled to unlimited paid sick, caregiver and safe leave at their regular rate of pay. Any leave taken under this Article will run concurrently with any family and medical leave or any leave to which any employee is entitled under any local, state or federal law.

Section 2. **Sick leave** is to be taken in the event:

- A. The employee has a mental or physical illness, injury, or health condition; they need to get a medical diagnosis, care, or treatment of a mental or physical illness, injury, or condition; they need to get preventive medical care.
- B. Sunrise is closed due to a public health emergency, or the employee must care for a young person whose school or childcare provider closed due to a public health emergency.
- C. The employee is absent due to a quarantine imposed by any health authority.

Section 3. **Caregiver Leave** is to be taken in to care for any immediate family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition, or who needs preventive medical care.

Section 4. **Safe leave** is to be taken for absences associated when the employee or immediate family member may be the victim of any act or threat of domestic violence, unwanted sexual contact, stalking, or human trafficking and they need to take actions necessary to restore the physical, psychological, or economic health or safety of themselves or immediate family members or to protect those who associate or work with them, including to:

- A. obtain services from a domestic violence shelter, rape crisis center, or other services program;
- B. participate in safety planning, relocate, or take other actions to protect their safety or that of family members, including enrolling young people in a new school;
- C. meet with an attorney, government agency, or social service provider to obtain information and advice related to custody; visitation; matrimonial issues; orders of protection; immigration; housing; discrimination in employment, housing, or consumer credit;
- D. file a domestic incident report with law enforcement or meet with a district attorney's office; attend civil or criminal court dates related to

any act or threat of domestic violence, unwanted sexual contact, stalking, or human trafficking.

Section 5. For the purpose of this article, immediate family will mean spouse or domestic partner, chosen or biological, children, parents and legal guardians (including in-laws), siblings (including in-laws), grandparents (including in-laws), grandchildren, a relative 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 family relationships shall also be considered by Human Resources in its sole discretion, on a case-by-case basis within twenty-four (24) hours of a request by the employee to Human Resources.

Section 6. In the event an employee is covered under a State or Local law, regulation, or ordinance, short-term disability policy, or long-term disability policy that provides a similar benefit, the employee must apply for the State or Local leave provided by the applicable source. Sunrise will supplement any state wage replacement for such leave up to 100% of the employee's regular wage/salary.

Section 7. Employees will be permitted, to use sick and safe leave days in one (1) hour increments for emergencies.

Section 8. Part time employees will receive the same unlimited sick, caregiver and safe leave days, but the pay will be prorated based on their "average equivalent workweek". The "equivalent workweek" will be determined by dividing the employee's total hours worked per month by 4.35, rounding the result to the next higher whole number. The "average equivalent workweek" will be determined by the average over the past three (3) months. Average equivalent workweek for employees who have worked fewer than 3 months shall be determined by referring to the employee's average anticipated workweek in their job description. For the purpose of this Article, hours worked will include any paid time off any employee has enjoyed.

## **ARTICLE 19**

### **VACATIONS**

Section 1. Employees will be entitled to unlimited vacation time.

Section 2. The year in which vacation leave may be taken shall be known as the "vacation year. A vacation year is defined as a period of time beginning January 1 and ending on December 31.

Section 3. Employees will have the right to a minimum of fifteen (15) days of vacation time to be enjoyed during each vacation year. Vacations shall be selected in consultation with the manager. Vacations request will not be unreasonably denied.

Section 4. All requests for vacation must be scheduled and approved by the employee's supervisor at least two (2) weeks in advance. In the case where a request is submitted with less notice than 2 weeks, the supervisor shall retain the right to approve or deny it at their discretion. Supervisors will make a good faith effort to collaborate with an employee to reschedule any denied request.

Section 5. Employees are encouraged, as a courtesy to colleagues and for the efficient scheduling of overall workflow, to discuss plans to take time off with their supervisor as early as possible. If several employees request the same days off, supervisors will determine if they need to stagger the time off in accordance with current practices and procedures. Requests to schedule time off, must be made to the supervisor according to circulated Team Support guidelines. The employee's supervisor will notify them in writing. Employees must have a written confirmation of approval before taking time off.

Section 6. Part time employees will receive the same unlimited vacation days, but the pay will be prorated based on their "average equivalent workweek". The "equivalent workweek" will be determined by dividing the employee's total hours worked per month by 4.35, rounding the result to the next higher whole number. The "average equivalent workweek" will be determined by the average over the past three (3) months.

Section 7. On or before July 1, 2023, the parties agree to reopen the collective bargaining agreement to engage in negotiations over this Article. On or before July 1, 2023, the parties agree to reopen the collective bargaining agreement to engage in negotiations over a Vacations Article to replace Sunrise's current vacations policy and this Article. Any agreement reached by the parties, will be implemented in accordance with their respective terms and conditions and will be incorporated into this Agreement.

## **ARTICLE 20**

### **HOLIDAYS**

Section 1. Each full-time employee will receive eight (8) hours of pay at the employee's basic straight-time rate of pay on a Holiday. Part-time employees will receive pro-rated holiday pay based on their "average equivalent workweek". The "equivalent workweek" will be determined by dividing the employee's total hours worked per month by 4.35, rounding the result to the next higher whole number. The "average equivalent workweek" will be determined by the average over the past three (3) months. For the purpose of this Article, hours worked will include any paid time off any employee has enjoyed.

Section 2. The holidays will be as follow:

- A. Martin Luther King Jr. Day – Third Monday in January
- B. President's Day-Third Monday in February
- C. Memorial Day – Last Monday in May
- D. Juneteenth – June 19th
- E. Independence Day – July 4<sup>th</sup>
- F. Two- week Summer Break – To be provided in the month of July or August.
- G. Labor Day – First Monday of September
- H. Indigenous People Day – Second Monday of October
- I. Veteran's Day–November 11th
- J. Thanksgiving/Day of Mourning – Fourth Thursday in November
- K. The Day After Thanksgiving - Fourth Friday in November
- L. Two-week Winter Break – to start the week before Christmas through the week of January 1<sup>st</sup>.
- M. Employee's birthday
- N. Two floating Holidays

Section 3. Floating Holidays allow employees to have additional paid leave to cover absences for observances that fall on business days and for which Sunrise isn't already closed. These holidays may only be taken on the observed calendar date and may not be added as additional paid time off onto dates when Sunrise is already closed and employees are already receiving paid time off.

Section 4. Because of colonialism and Christian hegemony, federally recognized holidays often celebrate Christianity and colonialism. The parties recognize that many members at Sunrise do not practice Christianity or agree with celebrating colonial figures like Columbus. Employees who do not want to observe these federal holidays and instead want to observe other holidays are encouraged to do so and should communicate this with their manager and Human Resources during their onboarding process.

Section 5. When a Holiday falls on a Saturday the Holiday will be observed the Friday prior. When a Holiday falls on a Sunday, it will be observed the next Monday.

Section 6. The Summer and Winter break dates will be informed no later than December 1<sup>st</sup> of the prior year.

Section 7. Employees who are required to work on a Holiday are entitled to take that holiday day or week off at another time to compensate them for their work.

Section 8. Where Sunrise must close certain operations as legally required, employees will not be officially scheduled to work in those operations and the time will be considered a paid Holiday under this Article.



## ARTICLE 21

### LEAVES OF ABSENCE

Section 1. Employees will be entitled to the same amount of paid time off days. For employees working less than 40 hours a week, will receive pro-rated pay based on their "average equivalent workweek". The "equivalent workweek" will be determined by dividing the employee's total hours worked per month by 4.35, rounding the result to the next higher whole number. The "average equivalent workweek" will be determined by the average over the past three (3) months. For the purpose of this Article, hours worked will include any paid time off any employee has enjoyed.

Section 2. For the duration of approved leaves, Sunrise will continue all medical, dental, vision and benefits, subject to the employee's contribution as defined in this Agreement.

Section 3. Upon return from a leave of absence employees shall be reinstated to their former job title and rate of pay.

Section 4. **Parental Leave** – All employees will be entitled to up to twenty-four (24) weeks of paid time off for the birth and care of the newborn child of an employee or for placement with the employee of a child for adoption or foster care. Sunrise will supplement any state wage replacement for such leave (e.g. State Disability Insurance, Paid Family Leave) up to 100% of the employee's wage/salary for up to twenty-four (24) weeks. Employees will not, in any circumstances, be able to combine state wage replacement and Sunrise supplement to receive more than their weekly pay. If the employee is not eligible for any state wage replacement for such leave or resides in a state without such a program, then Sunrise will pay 100% of the employee's salary for up to twenty-four (24) weeks. After an employee uses all twenty-four (24) weeks of applicable leave, they may also use four (4) additional weeks of unpaid time off or vacation time. If the Parental Leave falls under an approved holiday or Sunrise mandated closure, the leave will be extended for the duration of said holiday or mandated closure.

Section 5. **FMLA Covered Leave.** Employees who are eligible under the provisions of the Family and Medical Leave Act of 1993 will be subject to the provisions of that Act and to subsequent changes in the Act as they may occur.

Section 6. **Personal leave** – Unpaid personal leave of up to one month (20 workdays) per year for reasons other than those provided in this Agreement may be granted in extraordinary circumstances at the sole discretion of Sunrise. An employee must exhaust accrued vacation before beginning a personal leave of absence. Unused personal leave will not carry over from year to year.

Section 7. **Sabbatical Leave** – Employees with three (3) years of continuous service, may apply for a sabbatical leave at Sunrise. These employees may apply to take sabbatical leave for three (3) months at full pay.

- A. After an employee has completed sabbatical leave, they are not permitted to reapply for sabbatical leave for a period of another ~~four~~ three (3) years following the completion of their last sabbatical.
- B. Employees who are on approved sabbaticals are eligible for benefits coverage. Employees on sabbatical who are enrolled in the group benefits plan will continue to have pre-tax deductions made from their pay during the sabbatical period.
- C. Eligible employees who wish to apply for sabbatical leave are required to submit a request to their immediate manager at least three (3) months in advance prior to the proposed leave date and a proposal for work coverage during that time. At least thirty (30) days prior to the sabbatical, detailed plans for work coverage during the sabbatical must be submitted to and approved by the manager.
- D. The submitted proposal will be reviewed by the employee's immediate manager and Human Resources. Sabbatical proposals will be granted once the plan has been finalized with the employee.

**Section 8. Military Leave.** 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 state and federal laws, including specific terms of absence, rights to reinstatement, seniority, benefits and compensation after a military leave. 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 9. Jury, Civic and Witness Duty.** An employee who serves during their regularly work time as a subpoenaed witness in a criminal case in which the employee is not the accused, as a witness for Sunrise, or as a juror, shall be paid the difference between the employee's basic wage rate and the amount received for such service (if any). 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.

**Section 10. Bereavement Leave.**

- A. An employee shall be paid up to five (5) days at their basic wage rate for the necessary scheduled time absent due to the funeral/memorial service of a member of the immediate family. These days do not need to be taken consecutively.
- B. For purposes of this Section, immediate family shall mean spouse or domestic partner chosen or biological, children, parents and legal guardians (including in-laws), siblings (including in-laws), grandparents (including in-laws), grandchildren, a relative living with the employee, or the parents or children of a spouse, aunts, uncles,

cousins, nieces, nephews, partners or domestic partners. Any person with whom the affected employee has a demonstrably strong familial affinity that is not mentioned by one of the aforementioned family relationships shall also be considered by Human Resources in its sole discretion, on a case-by-case basis within twenty-four (24) hours of a request by the employee to Human Resources.

- C. An employee may request up to five (5) additional days with pay, if the funeral/memorial service of any other member of the immediate family described above is held more than 200 miles from the employee's home address or if the employee demonstrates some other sort of additional hardship as a result of the death of an immediate family member.
- D. These bereavement days need not be taken consecutively.
- E. The employee may take additional paid vacation days.

Section 11. **Voting** – In the event that an employee does not have sufficient time outside of working hours to vote in local and statewide elections, the employee may take off enough working time to enable them to vote. Under these circumstances, an employee will be allowed a maximum of four (4) hours on the Primary, Early Voting or Election Day without loss of pay. In special circumstances employee can be granted additional time on a case-by-case basis.

Section 12. **Volunteer Civil Service** – Employees may take unpaid time off to perform emergency duty as a volunteer firefighter, peace officer, civil air patrol, or emergency rescue personnel. Employees are also eligible for unpaid leave for required training. When taking time off for emergency duty, employees should alert their supervisor before doing so when possible.

Section 13. **Other Volunteer Service** – Employees may take up to one (1) month paid time off to perform volunteer work in support of the broader movement as long as their work does not conflict with Sunrise principles. Sunrise reserves the right to require that an employee requesting this leave verifies the specific volunteer project for which they intend to use this leave.

Section 134. **Lactation Period** – Sunrise will provide employees a reasonable amount of break time for lactation needs. The break time should run concurrently, if possible, with any paid break time already provided. Sunrise will provide a private area for employees expressing milk upon request to the extent the employee's normal work area is not sufficiently private.

Section 15. **Immigration-Related Issues** - In the event that an Employee has a problem with their right to work in the United States, after completing their introductory or probationary period, the Sunrise shall notify the Union in writing, and upon the Union's request, agrees to meet with the Union to discuss the nature of the

problem to see whether a resolution can be reached. Whenever possible, this meeting shall take place before any action by the Sunrise is taken.

- A. The Union and the Sunrise have an interest in avoiding the necessity of terminating trained Employees due to the Employee losing his/her authorization to work in the United States. In order to assist Employees in a timely manner to take advantage of the prepaid legal services plan and/or other assistance provided by the Union regarding immigration matters, the Sunrise agrees to share with the Union, upon request, authorizations that are going to expire in the 60-day period following the request.
- B. In the event that an Employee does not provide adequate proof that they are authorized to work in the United States after their probationary or introductory period, and their employment is terminated for this reason, the Sunrise agrees to immediately reinstate the Employee to their former position, without loss of prior seniority (but length of service for vacation or other benefits does not continue to accrue during the period of absence) upon the Employee providing proper paper work authorization within six (6) months from the date of termination.
- C. If the Employee needs additional time, the Sunrise will rehire the Employee into the next available opening in the Employee's former classification, as a new hire without seniority, upon the Employee providing proper work authorization within a maximum of twelve (12) additional months.
- D. The Sunrise will furnish to any Employee terminated because they have not provided adequate proof they are authorized to work in the United States a personalized letter stating the Employee's rights and obligations under this section.

Section 16. Employees covered under this Agreement will be entitled to any other Leave of Absence contained under Sunrise's Leave Policy.

## ARTICLE 22

### HEALTH, WELFARE AND RETIREMENT BENEFITS

Section 1. All employees covered by this agreement, will be eligible to all benefits provided in this Article. Newly hired employees have thirty (30) days from their start date to enroll in the benefits plans. Current employees can enroll during the applicable open enrollment period, unless a qualifying life event occurs that allows them to enroll at that moment.

Section 2. Medical, Dental and Vision Benefits.

- A. Sunrise will provide medical, dental and vision care benefits to all employees, scheduled to work 20 hours or more, in the same terms and conditions as provided before the execution of this agreement.
- B. All employees are eligible for 100% coverage of their individual health, dental, and vision insurance.
- C. Employees that select a health, vision and dental plan for their spouses/domestic partner, children, family or any qualified dependent, will pay the difference between the individual coverage and the cost of their insurance benefit.

Section 3. Flexible Spending Account (FSA) and Dependent Care Account (DCA) will be offered during the life of this agreement to all employees. The parties will work together and implement this program during the first 90-days following the contract ratification.

Section 4. Wellness Group and Alternative Medicine. Sunrise will continue to the Healthiest You program for uninsured expenses members incur from licensed Mental Health Professionals, Chiropractors, Naturopaths, Acupuncturists, Homeopaths and any licensed healthcare provider that is not in Sunrise insurance company's network.

Section 5. **Short Term Disability (STD)**. Sunrise will continue to provide STD benefits during the life of this agreement to all employees with no cost in the same terms and conditions as provided before the execution of this agreement. Sunrise will supplement any STD or state wage replacement (if applicable) for such leave up to 100% of the employee's wage/salary.

Section 6. **Long Term Disability (LTD)**. Sunrise will continue to provide LTD, benefits during the life of this agreement to all employees with no cost in the same terms and conditions as provided before the execution of this agreement. Sunrise will supplement any LTD or state wage replacement (if applicable) for such leave up to 100% of the employee's wage/salary not to exceed a total of 52-weeks.

Section 7. **Life Insurance (LI) and Accidental, Death and Dismemberment Insurance (AD&D).** Sunrise will continue to provide LI and AD&D benefits during the life of this agreement to all employees at no cost in the same terms and conditions as provided before the execution of this agreement, during the life of this agreement, in the same terms and conditions as provided before the execution of this agreement.

Section 8. Retirement Savings Plan.

- A. All employees will be eligible to participate in the CWA Savings and Retirement Trust.
- B. On or before thirty (30) days after the ratification of this agreement, current employees will receive the open enrollment materials. Employees will have up to twenty (20) days from the date they receive the materials to make the appropriate selection and initiate the contributions. The benefit will begin no later than 90-days after the ratification of this Agreement.
- C. New hired employees will be eligible to participate in the CWA Savings and Retirement Trust after completing their ninety (90) days probationary period.
- D. Employees will be allowed to contribute the maximum amounts provided by federal law and regulations and will be able to select between a Pre-Tax, ROTH or Post-Tax (non-401k) contributions.
- E. Sunrise will have the right to make discretionary contributions to the 401k plan on behalf of all employees and/or all participating employees.
- F. Employees will be vested at all times in both the employees and the employers' contributions.
- G. All employees will have the opportunity to enroll or to increase/decrease their contributions in the CWA Retirement and Savings Trust each quarter (March, June, September and December of each year) after meeting their eligibility, by making the necessary requests to Team Support. Changes will be implemented as soon as administratively feasible and in accordance with the terms of the plan.

Section 9. Sunrise has the right to change insurance carriers or service providers, terms and/or conditions of the foregoing Plans, as long as: (a) the level of benefits is not materially reduced during the life of this Agreement, and (b) the change is equally applicable to non-union employees.

Section 10. The parties understand that legal and regulatory restrictions applicable to the above-described benefit plans and programs may change at any time and Sunrise has the right to amend any of the foregoing Plans and Programs to

address such changes including adjusting benefits to ensure the level of benefits provided to the employees remain the same.

Section 11. In the event, during the life of this Agreement, Sunrise proposes to amend any of the existing employee benefit plans, programs and/or policies or their successors, in a manner that affects benefits or privileges of employees represented by the Union, it will before doing so notify the Union of its proposal and afford the Union a period of sixty (60) calendar days for bargaining on said proposal provided however that no amendment may be made in the employee benefit plans, programs and/or policies which would reduce or diminish the benefits or privileges provided thereunder as they apply to employees represented by the Union without its consent.

Section 12. On or before July 1, 2023, the parties agree to reopen the collective bargaining agreement to engage in negotiations over the health, vision and dental plans contributions and design and the retirement and savings plan matching and nonelective discretionary and/or non-discretionary contributions. Any agreement reached by the parties, will be implemented in accordance with their respective terms and conditions and will be incorporated into this Agreement.

## ARTICLE 23

### WAGES AND COMPENSATION

#### Section 1. Rates of Pay.

- A. The rates of pay and wage scales for full time employees shall be defined in this Agreement according to Attachment B, Job Classifications, using the following minimum starting rates of pay:
  1. Assistant - \$48,000
  2. Trainer - \$50,000
  3. Lead - \$50,000
  4. Organizer - \$52,000
  5. Manager - \$60,000
  
- B. On or before July 1, 2023, the parties agree to reopen the collective bargaining agreement to engage in negotiations over this Article. Any agreement reached by the parties, will be implemented in accordance with their respective terms and conditions and will be incorporated into this Agreement.
  
- C. Starting Rates.
  1. Each employee who enters the service of Sunrise shall begin employment at the Start Rate for the appropriate job title, except that appropriate allowance of two thousand dollars (\$2,000.00) per year may be made by Sunrise based on prior relevant experience that is above what is required in the job opening.
    - a. Prior relevant experience will also include volunteer work membership, internships, or fellowship in Sunrise. Volunteer work will be credited as long as the employee has worked an average of 20 hours a week for each year of additional relevant experience.
    - b. The allowance for each year of relevant experience shall be on top of the minimum years of experience on top of the minimum experience as defined in Attachment B, for each position in the bargaining unit.
    - c. This allowance will be capped at eight (8) years of additional experience, or sixteen thousand dollars (\$16,000) on top of the starting salary).
  
  2. In the event that Sunrise chooses to hire a bargaining unit employee at a rate higher than start rate, it will inform the Union upon the hiring, and the parties may thereafter discuss the basis for the decision.
  
  3. If Sunrise hires an employee with no prior experience at a step of pay higher than the Start Rate, it shall raise the existing step rate of all incumbents in that title to match the same steps of increase



for the newly hired employee effective with the date of hire of the newly hire employee.

- D. If the salary of any current employee is above their applicable wage under this Article they will be grandfathered and pay protected as long as the employee stays in their current classification. Current employees that are promoted, will keep the higher of their current wage or the new wage calculation once promoted.
- E. When a voluntary change of title occurs and is considered a demotion (a manager being assigned to an assistant, trainer, lead or organizer role) the employee will be placed on the applicable wage based on their relevant years of experience and all the applicable wage allowances.
- F. When an employee is promoted to a manager role or above, the employee will receive the greater of:
  - 1. Ten percent (10%) increase applied to the employee's current pay rate.
  - 2. A new salary based on their current salary plus an advancement increase of five thousand dollars (\$5,000.00).
  - 3. The minimum rate on the applicable classification.
- G. When an involuntary change of title occurs due to layoffs or job accommodation requests that are granted, the employee will be pay protected, and their salary will not be reduced unless the employee subsequently makes a voluntary change of title. In such case, the rules of this agreement shall apply.

## Section 2. Workload or Temporary Coverage.

- A. When an employee departs Sunrise or goes on leave for a period longer than one month, the departing employee and the departing employee's supervisor will provide a written departure plan to senior management and Team Support Department detailing how the departing employee's responsibilities will be assigned in the employee's absence ("Departure Plan").
- B. Any employee who will serve for more than four (4) work weeks either 1) in an Acting or Interim capacity for a Director or Deputy Director role, 2) take on supervisory responsibilities, or 3) take on additional responsibilities significantly outside of their scope of work as outlined in a Departure Plan will be paid a temporary coverage allowance ("Coverage Allowance").

- C. Such assignments must be informed to the employee clearly, in writing, with the expectations and the compensation they will receive, based on this Section. The employee will only accept this assignment if they have capacity to take on the additional workload and they are willing to do so.
- D. Once approved, the Coverage Allowance will be effective from the date the employee took on the additional assignment pursuant to Section 2.
- E. The Coverage Allowance will cease two (2) weeks after a replacement has been found to fill the vacancy the incumbent is covering for or the absent employee returns.
- F. The Coverage Allowance will be paid according to the following:
  - 1. An employee who serves in an Interim or Acting capacity for a Director or Deputy Director role will be compensated at the salary rate of that position, or with a twenty percent (20%) weekly allowance, whichever is greater.
    - a. Interim is defined as taking on a Director or Deputy Director role for a finite period of time, such as in a sabbatical or parental leave.
    - b. Acting is defined as taking on a Director or Deputy Director role for an undetermined period of time, such as needing to rehire for the departing employee.
  - 2. Supervisor Role: An employee who takes on supervisory responsibilities of a team manager will be compensated at the salary rate of the manager role, or with a fifteen percent (15%) weekly allowance, whichever is greater.
  - 3. Scope of Work Expansion: An employee who temporarily takes on the significant additional responsibilities outside of their scope of work will receive a ten percent (10%) weekly allowance. Ambient work that would fall under approximately 5 hours a week (attending meetings in a departing employee's stead, etc.) does not qualify as a scope of work expansion.
- G. The weekly allowance will be calculated by dividing the employee's annual wage by 52 weeks then multiplied by the applicable percentage. Example:  $\$60k \text{ annual wage} / 52 = \$1,153.85 \times .15 = \$173.08$  weekly covering allowance.
- H. Sunrise and the Union agree that the parties will use best efforts to avoid burdening any single employee in this fashion in order to reduce employee burnout.
- I. The maximum amount of the workload or coverage allowance shall not exceed twelve (12) months.

### Section 3. Special City Allowance.

- A. Employees whose work location is on any of the cities, covered in the metro/micro areas defined in Appendix D of this Agreement, that have a Cost-of-Living Index on or above 115%, as defined by the Council for Community and Economic Research or any federal agency, will receive a bi-weekly allowance based on the following:
  - 1. 115 – 130: \$80.31
  - 2. 131 + : \$160.62
- B. Once an employee moves out of any of the metro/micro areas as defined in this Agreement, the Special City Allowance will cease. If Sunrise requires the employee to move to a city covered by this section, the allowance will be implemented.
- C. The list of cities and the Cost-of-Living Index will be reviewed at the request of each party at least annually.

Section 4. Exempt employees in New York, California, or any other state where a mandatory minimum salary threshold may increase an employee's pay above the usual Sunrise salary scale, will be paid the mandatory minimum threshold for exemption in those states. If that salary exceeds the salary the employee would receive using the standard pay scale, including experiential allowances, their salary will be frozen at the mandatory minimum threshold until such a time as the standard pay scale, when applied to the employee, would be higher than the mandatory minimum threshold.

## **ARTICLE 24**

### **RESIGNATIONS**

Section 1. An employee who resigns shall give Sunrise as much advance notice as possible, but whenever possible with at least two (2) weeks' notice.

Section 2. Employees hired on or before the ratification of this Agreement, will continue to receive a separation allowance equal to four(4) pay periods (8 weeks) and will continue to be eligible for two (2) months of health care contributions to their health care plan.

Section 3. Employees hired after the ratification of this Agreement will receive a separation allowance as follows, where a pay period is 2 weeks:

- A. Employees with six (6) months of service but less than one (1) year = two (2) pay periods of separation allowance and one (1) month of health care contributions.
- B. Employees with more than one (1) year of service but less than two (2) will receive three (3) pay periods of separation allowance and two (2) months of health care contribution.
- C. Employees with two (2) or more years of service will receive four (4) pay periods of separation allowance and two (2) months of health care contribution.

Section 4. Part Time employees will be entitled to the same periods of separation allowance in accordance with Section 3 of this Article, but will receive pro-rated pay based on their "average equivalent workweek". The "equivalent workweek" will be determined by dividing the employee's total hours worked per month by 4.35, rounding the result to the next higher whole number. The "average equivalent workweek" will be determined by the average over the past three (3) months. For the purpose of this Article, hours worked will include any paid time off enjoyed.

Section 5. In most instances in which someone is fired, Sunrise will offer the separation allowance. In the case of egregious misconduct, Sunrise retains the right not to offer separation allowance.

Section 6. Employees receiving this separation allowance will be required to execute the Employer's standard severance agreement. Employees must also complete all their necessary timesheets and vouchers, pass off administration access to all Sunrise platforms, transfer continuous billing relationships and contracts, deactivate their Sunrise credit cards, and delete all local data (sensitive information, financials, and personal and identifying data) in order to receive their termination payment prior to departing Sunrise.

## **ARTICLE 25**

### **ADJUSTMENT TO THE WORKFORCE**

Section 1. In the event Sunrise determines that a layoff becomes necessary during the term of this Agreement due to lack of work or funding, the Employer will first advise the Union prior to notifying the affected employee(s). The notification shall include the job titles impacted, the seniority dates of employees, the organizational reason for the layoff and the projected layoff date. At the request of the Union, the Parties will meet to discuss and bargain over issues related to the layoffs and/or reorganization plans affecting bargaining unit employees to the extent not already covered by this article, including good faith strategies to mitigate the need of layoffs. The parties will work together to ensure that a layoff of bargaining unit members is the last resort.

Section 2. The affected employee(s) will be notified in accordance with the requirements of local, state, and federal law not less than thirty (30) business days prior to the date the employee(s) projected roll off date.

Section 3. In the event that Sunrise determines that the number of individuals in a particular title, particular program or department needs to be reduced due to lack of work or funding, Sunrise will offer all such employees in the affected job title, program or department a voluntary buy-out option (i.e.: the opportunity to voluntarily resign and receive the layoff allowance as defined in this article). This buy-out option will be offered on a first-come first-serve basis, up to the number necessary to alleviate the lay-off need within such at-risk group.

Section 4. If after the voluntary buyouts, there is still a need for reduction in force, the following will apply:

- A. Temporary staff hired through an outside agency and independent contractors who are performing bargaining unit work will be separated under these circumstances prior to the lay-off of any unit-members.
- B. The Employer and the Union will agree to the method through which layoffs will occur, whether by seniority or utilizing the "Layoff Ranking Matrix", as defined in this Article, if needed to ensure the equitable determination of layoffs.
- C. Employees will be given preference subject to their qualifications and in alignment with the method determined by section 4.B to perform the remaining work.
- D. Where a role needs to be filled in the bargaining unit, qualified employees that would otherwise be laid off will be given priority placement in any vacancy over any other internal or external candidates. Sunrise will use the Job Placement Ranking Matrix to determine the qualifications of individual applicants to each role.

- E. Internal candidates hired into a new role shall be subject to an initial ninety (90) day trial period, which may be extended by an additional ninety (90) days subject to the mutual agreement of the Union and Sunrise. If the employee concludes within the trial period that placement in the role does not meet their expectations, the employee will retain access to severance and/or further placement efforts as appropriate. For the purposes of this section, a new role is defined as a new work opportunity that is different from the scope, performance and execution of the current function any individual employee is currently performing.
- F. For purposes of job placements described in this Section, required skills also include those that an employee currently lacks but reasonably could be expected to acquire with training over a 30-day period.
- G. If two or more internal candidates, who would otherwise be laid off, apply for the same vacancies, Sunrise will select the more qualified candidate based on the similarity of the candidate's prior work in Sunrise and the Job Placement Ranking Matrix.
- H. An employee to whom a job offer has been made has twenty-four (24) hours to accept the job offer after which it will be considered rejected and will then receive the equivalent layoff allowance. If any of the top candidates decline, Sunrise will proceed to offering the position to the candidate who received the next highest ranking on the multiple criteria selection process.

Section 5. When a potential laid-off employee changes jobs to avoid a layoff, and the change occurs to a lower paid position the change will be considered an involuntary demotion and the employee's pay will be adjusted in accordance to Article 23, Wages and Compensation.

Section 6. A former laid off employee who has been laid off, and who files an application for employment, will be given priority consideration over off-street applicants for vacancies for which they qualify, for a period of one year and a half (1 ½) years from the date of layoff and will be forwarded for interviews in connection to the vacancy.

Section 7. **Layoff Allowance.** If after applying the above steps, a layoff is still necessary, the employees in each role that will be impacted with the least seniority or with the lowest ranking based on the Layoff Criteria Matrix (whichever applies based on the agreement of the parties) will be laid off. Employees who are laid off pursuant to this Article, will receive a layoff allowance, as follows:

- A. Employees with more than six (6) weeks of service but less than six (6) months will receive to two (2) pay periods.
- B. Employees with more than six (6) months but less than one (1) year, will be entitled to three (3) pay periods.

- C. Employees with more than one (1) year but less than two (2) will receive four (4) pay periods.
- D. Employees with more than two (2) years of service but less than three (3) will receive five (5) pay periods.
- E. Employees with three (3) or more years of service will receive six (6) pay periods.
- F. Sunrise will pay for the COBRA coverage for the period as represented by the severance payment rounded to the next whole month.
- G. Bargaining unit employees may request to receive severance in a lump-sum payment or in installments in accordance with the Sunrise payroll cycle, and the request will not be unreasonably denied.
- H. In the event the layoff is due to a major organizational change or restructuring, the parties may bargain the layoff allowance if conditions require it.
- I. For the purpose of this Agreement, pay periods are the two weeks included in every biweekly pay.

Section 8. Employees receiving this layoff allowance will be required to execute the Employer's standard severance agreement. Employees must also complete all their necessary timesheets and vouchers, pass off administration access to all Sunrise platforms, transfer continuous billing relationships and contracts, deactivate their Sunrise credit cards, and delete all local data (sensitive information, financials, and personal and identifying data) in order to receive their termination payment prior to departing Sunrise. The Employer will not contest unemployment for any employee receiving a termination payment unless it is required by law to do so.

Section 9. As to prospective employers outside of Sunrise, should the HR Department receive any employment inquiries or reference requests with regard to employment of any laid off employee, Sunrise agrees it shall provide only the following information: dates of employment, title and the employee was involuntarily laid off. Sunrise is not responsible for inquiries or reference requests not directed to the Human Resources Department.

Section 10. Any layoff or restructuring process will not be made in an effort to undermine and/or to discriminate against the Union or bargaining unit employees nor to circumvent this Agreement. It is further agreed that any decision from Sunrise will not be made in an arbitrary or capricious manner.

Section 11. Layoff Criteria Ranking Matrix.

Criteria	Points
<p><b>Most recent Performance Evaluation<sup>1</sup> (3 points max)</b>                      0 - Poor or Unsatisfactory                      1 - Improvement Needed                      2 - Meets expectations                      3 - Exceeds expectations</p>	
<p><b>Completes timesheets and abacus on time and accurately</b> (For managers: completes AND approves timesheets and abacus on time and accurately) (2 <b>points max</b>)                      0 - Consistent problems with completion and accuracy, requires frequent reminders                      1 - Completes on time and accurately often, with some reminders                      2 - Always completes on time and accurately with few to no reminders</p>	
<p><b>Completes other required TS and operational functions</b> -1 point for completing <u>all</u> of the tasks outlined below (as relevant to role); 0 points for not completing all of the tasks outlined below (<b>1 point max</b>)  <b>Completed All:</b></p> <ul style="list-style-type: none"> <li>- Have completed all onboarding tasks, including signing the employee handbook and COVID policy, and attending sexual harassment training <i>[ALL]</i></li> <li>- Have followed guidelines for hiring contractors <i>[as relevant]</i></li> <li>- Consistently check with compliance team before moving forward with work and pause work when requested by compliance team <i>[as relevant]</i></li> <li>- Have followed guidelines for hiring new employees <i>[as relevant]</i></li> <li>- Have completed manager and/or team's performance evals on time <i>[managers]</i></li> </ul>	
<p><b>Critical justice and equity skill for the role</b>-1 point for each (<b>2 max</b>)</p> <ul style="list-style-type: none"> <li>- [Specific to role]- 1 point</li> <li>- [Specific to role]- 1 point</li> </ul>	
<p><b>Top critical skill for the role (#1)</b> Scale of 0-3 (<b>3 max</b>)                      0 - Has not demonstrated skill                      1 - Has some basic proficiency                      2 - Has consistent proficiency                      3 - Has consistently excelled</p>	
<p><b>Top critical skill for the role (#2)</b> Scale of 0-3 (<b>3 max</b>)                      0 - Has not demonstrated skill                      1 - Has some basic proficiency                      2 - Has consistent proficiency</p>	

<sup>1</sup> If a person has not completed a performance eval within the last 8 months, they will not be penalized for this. Instead, for their evals, we will remove the points for evals and scale up the percentage to score them proportionately to candidates whose evals are included [EG: (X/14=Y/17)--> 7/14 -->8.5/17]



3 - Has consistently excelled	
<b>Top critical skill for the role (#3) Scale of 0-3 (3 max)</b> 0 - Has not demonstrated skill 1 - Has some basic proficiency 2 - Has consistent proficiency 3 - Has consistently excelled	
<b>Prior discipline (points are subtracted)</b> -2 - has been given a warning in last 12 months -1 - has been given a warning but older than 12 months 0 - has been given no warnings	
<b>Prior experience - Scale of 0-2 (2 max)</b> 0- Less than 1 year of previous paid or volunteer experience directly relevant to role 1-One to 2 years of previous paid or volunteer experience directly relevant to role 2-More than 2 years of previous paid or volunteer experience directly relevant to role	
<b>Commitment to Sunrise's Vision - 1 point for doing each of the following (2 max)</b> - You work consistently to be empathetic, responsive, and respectful to all your peers within the organization and the broader movement. - 1 point - Thinks creatively about how to strengthen their work and grow Sunrise's impact, taking proactive steps to do so on a regular basis - 1 point	
<b>Tiebreaker: Seniority</b> - <i>In the case that two or more candidates for the same role have the same number of points across all other areas of the rubric, the position will be offered to the person with the earliest start date on staff.</i>	
<b>TOTAL SCORE</b>	<b>/21</b>

Section 12. Job Placement Ranking Matrix.

Criteria	Points
<b>Most recent Performance Evaluation<sup>2</sup> (3 points max)</b> 0 - Poor or Unsatisfactory 1 - Improvement Needed 2 - Meets expectations 3 - Exceeds expectations	

<sup>2</sup> If a person has not completed a performance eval within the last 8 months, they will not be penalized for this. Instead, for their evals, we will remove the points for evals and scale up the percentage to score them proportionately to candidates whose evals are included [EG: (X/14=Y/17)--> 7/14 —>8.5/17]

<p><b>Completes timesheets and abacus on time and accurately</b> (For managers: completes AND approves timesheets and abacus on time and accurately) (2 <b>points max</b>)</p> <p>0 - Consistent problems with completion and accuracy, requires frequent reminders  1 - Completes on time and accurately often, with some reminders  2 - Always completes on time and accurately with few to no reminders</p>	
<p><b>Completes other required TS and operational functions</b> -1 point for completing <u>all</u> of the tasks outlined below (as relevant to role); 0 points for not completing all of the tasks outlined below (1 <b>point max</b>)</p> <p><b>Completed All:</b></p> <ul style="list-style-type: none"> <li>- Have completed all onboarding tasks, including signing the employee handbook and COVID policy, and attending sexual harassment training [ALL]</li> <li>- Have followed guidelines for hiring contractors [as relevant]</li> <li>- Consistently check with compliance team before moving forward with work and pause work when requested by compliance team [as relevant]</li> <li>- Have followed guidelines for hiring new employees [as relevant]</li> <li>- Have completed manager and/or team's performance evals on time [managers]</li> </ul>	
<p><b>Critical justice and equity skill for the role</b>-1 point for each (2 <b>max</b>)</p> <ul style="list-style-type: none"> <li>- [Specific to role]- 1 point</li> <li>- [Specific to role]- 1 point</li> </ul>	
<p><b>Top critical skill for the role (#1) Scale of 0-3 (3 max)</b></p> <p>0 - Has not demonstrated skill  1 - Has demonstrated basic proficiency through action or experience  2 - Has demonstrated consistent proficiency through action or experience  3 - Has demonstrated excellence through action or experience</p>	
<p><b>Top critical skill for the role (#2) Scale of 0-3 (3 max)</b></p> <p>0 - Has not demonstrated skill  1 - Has demonstrated basic proficiency through action or experience  2 - Has demonstrated consistent proficiency through action or experience  3 - Has demonstrated excellence through action or experience</p>	
<p><b>Top critical skill for the role (#3) Scale of 0-3 (3 max)</b></p> <p>0 - Has not demonstrated skill  1 - Has demonstrated basic proficiency through action or experience  2 - Has demonstrated consistent proficiency through action or experience  3 - Has demonstrated excellence through action or experience</p>	
<p><b>Prior discipline (points are subtracted)</b></p> <p>-2 - has been given a warning in last 12 months  -1 - has been given a warning but older than 12 months  0 - has been given no warnings</p>	

<p><b>Prior experience (Experience not specifically relevant to your role but relevant to the work done at Sunrise) - Scale of 0-2 (2 max)</b>  0- Less than 1 year of previous paid or volunteer experience directly relevant to role  1-One to 2 years of previous paid or volunteer experience directly relevant to role  2-More than 2 years of previous paid or volunteer experience directly relevant to role</p>	
<p><b>Commitment to Sunrise’s Vision - 1 point for doing each of the following (2 max)</b></p> <ul style="list-style-type: none"> <li>- You work consistently to be empathetic, responsive, and respectful to all your peers within the organization and the broader movement. - 1 point</li> <li>- Thinks creatively about how to strengthen their work and grow Sunrise’s impact, taking proactive steps to do so on a regular basis - 1 point</li> </ul>	
<p><b><i>Tiebreaker: Seniority</i></b>  <i>In the case that two or more candidates for the same role have the same number of points across all other areas of the rubric, the position will be offered to the person with the earliest start date on staff.</i></p>	
<p><b>TOTAL SCORE</b></p>	<p><b>/21</b></p>

## **ARTICLE 26**

### **BARGAINING UNIT WORK**

Section 1. Sunrise will not utilize contractors, temporary employees and/or agency employees in an effort to displace, erode or undermine the Union or bargaining unit work. Further it shall not be initiated for the purposes to discriminate against any of its members, circumvent this Agreement nor shall be the cause of layoff of regular employees or part timing of full-time employees.

Section 2. In the event Sunrise needs to contract out bargaining unit work or to temporarily utilize agency workers to perform bargaining unit work, it will notify the union of the nature and duration of that engagement. Such contractors and agency workers will be engaged only for reasons associated with Sunrise workforce or technological requirements or to provide expertise in a particular area. No later than one week after entering into such an engagement, Sunrise will provide the Union the contractor or agency worker name, the duration of their engagement, the Sunrise staff to whom they report, and the scope of work assigned to the contractor and/or agency worker(s).

Section 3. In the event Sunrise needs to hire temporary employee(s) to perform bargaining unit work, it will provide notice to the Union no later than one week after the hiring, including the name of the temporary employee, job title, scope of work, the expected work duration, and the Sunrise staff to whom they report.

Section 4. In no case shall non-Unit supervisors or other non-bargaining unit workers be utilized to erode the bargaining unit.

## **ARTICLE 27**

### **LABOR-MANAGEMENT RELATIONSHIP**

Section 1. Sunrise 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. To ensure that this relationship continues and improves, Sunrise and the Union and their respective representatives at all levels will apply the terms of this Agreement fairly in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees in the Bargaining Unit. Each party shall bring to the attention of all employees in the Bargaining Unit their purpose to conduct themselves in a spirit of responsibility and respect and the measures they have agreed upon to ensure adherence to this purpose.

Section 2. Sunrise will notify the Union when new employees enter the Bargaining Unit. During the orientation of new hires, the Union will have the opportunity to discuss the Union's role and its benefits, answer questions and solicit new members.

Section 3. The Union will keep Sunrise fully informed, in writing, on a current basis, of all local Union officers, Union stewards, or other Union representatives who may be designated with the responsibility of representing the Union regarding the administration of this Agreement.

Section 4. Sunrise will keep the Union fully informed, in writing on a current basis of all Management representatives who may be designated with the responsibility of representing the organization in the administration of this Agreement.

Section 5. At any meeting between a representative of Sunrise and an employee in which an investigatory meeting is to be announced, Sunrise will inform the employee of their right to have a Union representative present. The Union representative will be present if the employee so requests. Time spent in such a meeting shall be considered work time. In no event shall Sunrise select or appoint the Union representative to participate in such meetings.

Section 6. At any meeting between a representative of Sunrise and an employee in which disciplinary action (including formal warnings which are to be recorded as such in the personnel file, suspension, demotion, or discharge) is to be announced, Sunrise will inform the employee of their right to have a Union representative present. The Union representative will be present if the employee so requests. Time spent in such a meeting shall be considered work time. In no event shall Sunrise select or appoint the Union representative to participate in such meetings.

Section 7. Union representatives may request a reasonable amount of time off with pay for Union activities, on an event-by-event basis. Such requests for time off

must be submitted in writing to the Union representative's supervisor at least (2) two weeks in advance, whenever possible. Sunrise will consider such requests individually based on work needs, scheduling and other factors relating to the Organization's mission and operations and will not deny such request arbitrarily.

Section 8. When an employee serving as a Union officer or designated representative of the Union requires time off from assigned Sunrise duties to attend solely to Union matters for a longer period of time, they may be granted a leave of absence without pay upon the request of the CWA District 1 Office to Sunrise's Team Support and Culture Director in accordance with the provisions set forth below:

- A. A request for Union leave of absence under this Section may cover a period of no less than thirty-one (31) calendar days and no more than one (1) continuous year.
- B. Union leaves of absence will not be arbitrarily denied, and any such leave granted by Sunrise will include the following conditions:
  - 1. During the absence the employee shall retain eligibility, if any, according to term of service, for the Medical Plan, the Dental Plan, the Group Life Insurance Plan, and the Vision Plan, provided that:
    - a. The employer shall pay the premiums for the Medical Plan, the Dental Plan, the Vision Plan, the Supplementary Group Life Insurance Plan, the Dependent Group Life Insurance Plan; the Union will reimburse Sunrise for those expenses, and
    - b. Sunrise shall pay the premium for the Group Life Insurance Plan (Basic and Accidental Death or Dismemberment).
  - 2. The employee's period of Union leave of absence will not be deducted in computing their term of Sunrise employment.
  - 3. Upon return from this Union Business leave, employees will be reinstated to their former job immediately upon completion of the leave or on the date mutually agreed upon by the Employee and Sunrise.
  - 4. Should an employee take a permanent job with the Union, the employee will immediately submit their resignation of employment with Sunrise.

Section 9. A Labor-Management Committee (LMC) will be created for the purpose of discussing concerns of mutual interest to the parties. The LMC is intended as an ongoing communication forum and a safe space, operating by consensus, to help maintain constructive labor-management and employee relations and enhance effectiveness in working together. The LMC shall not have decision-making power, is not authorized to bargain collectively, and shall not have authority to amend or

supplement this Agreement or any provision thereof. The LMC can address matters that are subject to the grievance and arbitration provisions of this Agreement, but is not intended to substitute the formal grievance and arbitration process.

- A. The Committee shall consist of no more than four (4) representatives designated by Sunrise and no more than four (4) representatives designated by the Union.
- B. In connection with attendance at the Labor Management Committee meetings, the employee representative(s) designated by the Union shall suffer no loss in pay for time consumed in, and necessarily consumed in traveling to and from, these meetings.
  - 1. The Committee will meet at least once (1) per quarter or as otherwise mutually agreed by the parties, for the purpose of discussing matters either party may wish to present.
  - 2. Discussions and decisions of the Committee shall not add to, subtract from or modify in any manner whatsoever the terms and conditions of this Agreement nor shall they constitute mid-term bargaining or be subject to the grievance and arbitration provisions of this Agreement.
  - 3. At least once per year, Sunrise's Executive Director and CWA District 1 representative will be invited and will participate in an LMC meeting.

Section 10. The Union shall be permitted to share information to its members through Sunrise's work email. Such material shall normally be restricted to the following:

- A. Notices of Union recreational and social affairs;
- B. Notices of Union elections, appointments, and results of Union elections;
- C. Notices of Union meetings;
- D. Other factual notices and announcements concerning official business of the Union.

Section 11. Sunrise will not allow any monitoring or surveillance of communications in the organization's email regarding union affairs. All the information shared with the membership thorough those means, will be kept confidential by the employer and will not be used against the participants of those communications.

Section 12. Subject to availability and upon reasonable advance notice and request from the Union, Sunrise shall allow a reasonable period of time for bargaining

unit employees to participate in Union meetings and/or trainings. Employees may be excused with pay for such purpose if and to the extent mutually agreed between the parties.

Section 13. Pay Treatment. Time spent by Union representatives, who are employees of Sunrise, in meetings with Sunrise Management held during workhours for purposes of processing grievances or otherwise administering this Agreement shall be considered work time.



**ARTICLE 28**

**UNION SECURITY AND DUES DEDUCTION**

Section 1. Each employee, employed on or before the effective date of this Agreement and covered by the terms and conditions of this Agreement shall, as a condition of employment, either become a member of the Union, or pay or tender to the Union amounts which are the equivalent of periodic Union dues.

Section 2. Employees employed or entering into the bargaining unit after the effective date of this Agreement shall, on or before the thirtieth (30th) day of their employment, and as a condition of such employment, either become a member of the Union or pay or tender to the Union amounts which are the equivalent of periodic Union dues.

Section 3. Sunrise agrees to make collections of the standard Union dues and CWA COPE-PAC contributions through payroll deduction from the employee's pay. These deductions will be made during the term of the Collective Bargaining Agreement and thereafter unless and until CWA is no longer the collective bargaining representative for the unit employees. The deduction will start, upon receipt of a voluntary written authorization form signed by the employee and delivered by the Union to Sunrise and will continue in effect until canceled in accordance with the terms of the authorization.

Section 4. Sunrise 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 (10<sup>th</sup>) of the month following the month in which the deductions were made, and to furnish the Union a list of employees in the bargaining unit, including their name, title, classification, date of birth, seniority date, rate of pay, home address, personal email address and phone, status (whether on a leave of absence or active), amount of dues deducted (if any), and a unique identifier, such as payroll number.

Section 5. Deduction Procedures.

A. Deduction shall be made from the employee's salary or wages, sickness, or other benefit payments or paid time off payments as follows:

<b>EMPLOYEES PAID</b>	<b>DEDUCTIONS</b>
Bi-Weekly	Installments in the first 2 bi-weekly and each pay period each month.

B. Deductions shall begin during the first (1st) payroll period in the month following receipt of a newly executed membership authorization card by Sunrise payroll office, and provided there is

sufficient pay available to cover the amount authorized after the following deductions have been made:

1. those required by law, and
2. those authorized in this Agreement for Health and Welfare Premiums, if applicable.

C. If the scheduled deduction for amounts equal to Union dues cannot be made in the period(s) specified above, such deduction(s) will be made during the consecutive payroll periods ending no later than the last payroll period in the following month.

D. "Payroll Deduction Authorizations" shall be suspended when an employee:

1. is transferred to a job that is not represented by the CWA,
2. goes on an unpaid Leave of Absence of more than one (1) month, or
3. is removed from the payroll of Sunrise.

E. "Payroll Deduction Authorizations" suspended in accordance with the above provisions shall be reactivated on the first (1st) payroll period following the return of an employee to a job that is represented by the Union.

Section 6. Sunrise shall bear the full cost of processing authorized payroll deduction of dues and CWA COPE-PAC contributions as set forth in this Article, except that the Union agrees to supply dues and CWA COPE-PAC deduction authorization cards in a form approved by Sunrise and the Union. Sunrise shall accept authorization forms submitted electronically with digital signatures.

Section 7. Upon receiving a signed statement from the Union indicating that an employee has failed to comply with the conditions of Article 4, Section 1 or 2, as applicable, said employee shall be terminated within thirty (30) calendar days after receipt of notification unless the employee has complied with the conditions of this Article, and the Union so attests, prior to the end of the thirty (30) day period. The Union shall indemnify, save and hold harmless Sunrise against any form of loss or liability arising out of any action taken or omitted by or at the request of the Union under this Article.

Section 8. The foregoing shall be interpreted and applied in accordance with, and shall be subject to any prohibitions or restrictions contained in, applicable federal law and the laws of the jurisdictions covered by this agreement.

## **ARTICLE 29**

### **NO LOCKOUTS/NO STRIKES**

Section 1. Sunrise agrees that during the term of this Agreement it will not lockout employees covered by this contract.

Section 2. The Union agrees that during the term of this Agreement, neither it nor its officers, agents, representatives, or members will in any way, directly or indirectly, engage in, authorize, sponsor, cause, assist, encourage, participate, ratify, or condone any strike, sit down, sit-in, sick-out, slowdown or work stoppage, by the employees in the bargaining unit that would interrupt or interfere with any operations of Sunrise.

Section 3. In the event any violation of the previous Section occurs, which is unauthorized by the Union, Sunrise agrees that there shall be no financial liability on the part of the Union or any of its officers or agents, provided that in the event of such unauthorized action the Union promptly advises the members of the Bargaining Unit that such action is unauthorized and that the involved members should return to work or cease such action. Sunrise and the Union will work together to bring any such unauthorized action to an end.

## **ARTICLE 30**

### **MANAGEMENT RIGHTS**

Section 1. The Union recognizes that Sunrise retains all management rights and prerogatives not expressly limited or modified by this Agreement as it relates to bargaining unit employees.

Section 2. Except as so expressly limited or modified, Sunrise shall retain whatever rights and authority are necessary for it to operate and direct the affairs of Sunrise in all of its various aspects, including but not limited to the right to operate and manage all personnel, facilities and equipment; to establish or discontinue functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to schedule working hours and assign overtime; to select, direct and determine the number of personnel; to hire, promote, set priorities, and manage workload; to suspend, discipline or discharge personnel for just cause; to lay off, redeploy, or relieve employees due to lack of work or funding; to make and enforce reasonable rules and regulations; to contract with vendors or others for goods and/or services, to take any and all actions necessary to carry out the operations of Sunrise, and to assign duties, tasks, and jobs.

Section 3. Sunrise's failure to exercise any right, prerogative, or function hereby reserved to it, or Sunrise's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of Sunrise's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

## **ARTICLE 31**

### **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 law or regulation, such terms or provisions shall continue in effect only to the extent permitted by such law or regulation, without affecting or impairing any other term or provision of this Agreement. In the event of such a holding, Sunrise 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 the Sunrise as an employer, Sunrise 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 32**

### **SUCCESSORSHIP**

Section 1. This Agreement shall be binding upon the parties, their successors and assigns.

Section 2. In the event Sunrise is to be sold, transferred or assigned Sunrise will notify the Union at least thirty (30) calendar days prior to the close of such proposed transaction and, during such thirty (30) calendar day period, will meet with the Union upon request to engage in bargaining.

Section 3. Sunrise will give notice to the purchaser or transferee of the existence of, and operations covered by, this Agreement.

## **ARTICLE 33**

### **ENTIRE AGREEMENT**

Section 1. The parties acknowledge that this Agreement is the product of extensive and comprehensive negotiations which touched upon all matters of interest to each of them. Both parties further acknowledge that each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter which would constitute a mandatory subject of bargaining.

Section 2. In view of that history of bargaining the parties agree that this Agreement concludes all collective bargaining between them for the term of the Agreement; that all the understandings and agreements arrived at by the parties are set forth herein; that prior written practices and policies of management provided to the Union before the conclusion of collective bargaining and not incorporated into this Agreement may be continued by management; and that this Agreement constitutes the sole, entire and existing agreement between them.

Section 3. The Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other will not be obligated to bargain collectively with respect to any subject referred to or covered in this Agreement. Notwithstanding the foregoing, amendments to this Agreement mutually agreed upon by both parties may be made at any time, provided such amendments are reduced to writing and signed by the parties' authorized representatives, and any subject or matter may be raised and bargained if both parties mutually agree to enter into such bargaining. In the absence of such an Agreement by both parties, the Company shall not make any changes in the terms and conditions of employment, including any changes in company written practices and policies not incorporated in this Agreement.

Section 4. Neither the Company nor the Union by this Agreement waive any right, legal or equitable, which it would otherwise have included but not limited to decision and effects bargaining, when such bargaining is required under applicable law.

Section 5. Translation - The parties agree that a mutually agreeable translator will translate the parties' collective bargaining agreement into the principal languages its Employees read, such translation to be arranged by the Union. The English version of the bargaining agreement shall govern should there be any discrepancies with the translated versions. The cost of the translation will be equally borne between the parties.

**ARTICLE 34**

**EFFECTIVE DATES AND DURATIONS**

**Section 1.** This agreement shall be in full force and effect for the period commencing May 18, 2022 and ending May 31, 2025.

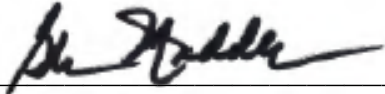
**Section 2.** The Union and Sunrise agree to jointly enter into discussions relative to a renewal of this agreement no later than the ninetieth (90th) day immediately preceding the termination date of this agreement.

**Section 3.** This Agreement will continue in full force and effect while the parties engage in collective bargaining agreement.

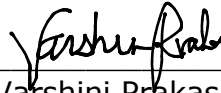
IN WITNESS WHEREOF, the Union and Sunrise have executed this agreement this **June 14, 2022.**

Communications Workers of America

Sunrise Movement



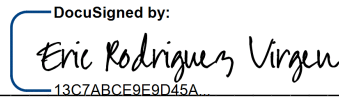
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Gloria Middleton  
President CWA Local 1180



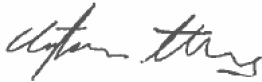
\_\_\_\_\_  
Varshini Prakash  
Executive Director



\_\_\_\_\_  
Luis Benítez-Burgos  
CWA District 1 Representative

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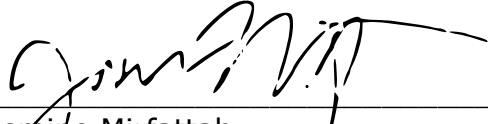
\_\_\_\_\_  
Eric Rodriguez-Virgen  
Team Support Director



\_\_\_\_\_  
Christopher Thomas  
CWA Local 1180



\_\_\_\_\_  
Aru Shiney Ajay  
Deputy Campaign Director



\_\_\_\_\_  
Jasmine Mirfatah  
Union Representative



\_\_\_\_\_  
Ilana Master  
Deputy Managing Director



\_\_\_\_\_  
Sophie Guthier  
Union Representative



\_\_\_\_\_  
Victoria Fernandez  
Deputy Managing Director



\_\_\_\_\_  
Nicolás Gardner-Sena  
Union Representative



**MEMORANDUM OF UNDERSTANDING REGARDING  
NEUTRALITY AND VOLUNTARY RECOGNITION**

This agreement between CWA and Sunrise Movement Education Fund (“Sunrise” or “the Organization”) addresses Union organizing and voluntary recognition in job titles and occupations in Sunrise organizations.

WHEREAS: The Union and the Organization recognize that it is in their mutual interest to operate in the spirit of partnership and common vision.

WHEREAS: The parties also share the mutual goals of building a world of justice and solidarity for all workers and afford all, their basic labor rights.

WHEREAS: In order to maintain this perspective and to also avoid unnecessary confrontation, the parties agree that the following principles regarding neutrality and voluntary recognition will be applicable to all Sunrise organizations, including any wholly owned subsidiary or similar organizations throughout the country and shall be the exclusive means by which the Union, their locals, or individuals acting on their behalf, will conduct an effort to organize non-senior management employees in the covered Sunrise organization, provided that this Memorandum shall not apply to Sunrise Hubs.

THEREFORE, the parties agree as follows:

1. Neutrality
  - a. The Organization agrees, and shall so instruct all appropriate managers, that the Organization will remain neutral and will neither assist nor hinder the Union on the issue of Union representation.
  - b. For purposes of this Agreement, “neutrality” means that management shall not, within the course and scope of their employment by the Organization, express any opinion for or against Union representation of any existing or proposed new bargaining unit, covered by the terms of this Agreement, or for or against the Union or any officer, member or representative thereof in their capacity as such. Furthermore, management shall not make any statements or representation as to the potential effects or results of Union representation on the Organization or any employee or group of employees.
2. Voluntary Recognition Procedure:
  - a. When requested by the Union, the Organization agrees to furnish the Union a list of employees in an appropriate bargaining unit which it seeks to represent. The list of employees will include the work location, job title, home address, personal email and personal phone number.
  - b. The appropriate bargaining unit for bargaining shall be consistent with the unit established by the parties in their current collective bargaining

agreement.

- i. If either Sunrise or the Union believes that the established unit(s) for recognition is no longer appropriate due to organizational changes, the parties shall meet and confer in good faith for the purpose of re-defining the appropriate unit.
    - ii. In the event the parties are unable to agree, after negotiation in good faith for a reasonable time, but not to exceed forty-five (45) days, the issue of the description of such unit shall be submitted to arbitration with the Federal Mediation and Conciliation Service (FMCS). The Arbitration shall be confined solely to the determination of the appropriate unit for bargaining and shall be guided in such deliberation by the statutory requirements of the National Labor Relations Act and the precedential decisions of the National Labor Relations Board and Appellate reviews.
  - c. The Union shall submit to an agreed upon Neutral, proof of majority status of fifty percent plus one (50%+1) for voluntary recognition of signed and dated cards using the language set forth in Attachment 1.
  - d. Sunrise will have two (2) business days to provide both CWA and the agreed upon Neutral a copy of the current members to be included in the bargaining unit.
  - e. The determination whether a majority of employees in the agreed upon Bargaining Unit have designated the Union as exclusive collective bargaining representative will be based on review of the signed and dated authorization cards from the list.
  - f. Upon review of the cards submitted the Neutral will promptly issue a letter either (1) certifying that a majority of the employees designated the Union as their bargaining agent ("Certification"), or (2) stating a finding that a majority of the Employees did not designate the Union as the bargaining agent.
3. By and upon the issuance of Certification, Sunrise will recognize the Union as the exclusive collective bargaining agent for its employees in the Bargaining Unit and will be included within the existing Collective Bargaining Agreement between the Union and Sunrise. The parties will negotiate over any specific modification to the CBA that may be necessary for the new bargaining unit.
4. Access Agreement
- As soon as reasonably practicable after a request by the Union for access, local management and Union representatives will meet to discuss the details related to reasonable access to the unit by Union representatives. The Union will be allowed reasonable opportunities for access to Sunrise facilities and to communicate with prospective members. It is the intent and commitment of the parties that the access agreed upon will not interfere with the operation

and other normal and routine business activities, plans and programs of Sunrise generally and, specifically, the unit which is the subject of the organizing campaign.

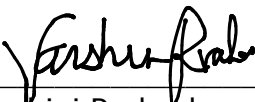
5. Dispute Resolution


- a. Questions or disputes arising during the course of an organizing effort within a particular unit of non-represented employees will, in all cases, be addressed first by and between the parties themselves and, in particular, Sunrise senior management and appropriate CWA District 1 representatives. It is the intent and desire of Sunrise and the Union that such matters be dealt with and are best dealt with by and between the parties themselves, without having to resort to the assistance of a third party.
- b. In the event that the parties are unable to resolve their disputes after a good faith effort, the matter may be submitted to arbitration pursuant Article 11 and 12 of the 2022 Collective Bargaining Agreement.
- c. All expenses resulting from the use of the AAA process shall be shared equally by Sunrise and the Union.
- d. The Union hereby agrees to continue its support before any regulatory and legislative bodies for the Organization's effort to foster the goals of the organization to to stop climate change and create millions of good jobs in the process.

6. Sunrise has a strong commitment to organized labor and the collective bargaining process. Hence, Sunrise will endeavor to give preference to unionized contractors/vendors where feasible, provided such commitment is not otherwise in conflict with applicable federal labor law. From time to time, CWA may request a special meeting with the Sunrise Board of Directors or Steering Committee. Approval of such meeting requests will not be unreasonably withheld.

SUNRISE MOVEMENT EDUCATION FUND

COMMUNICATIONS WORKERS OF AMERICA

  
\_\_\_\_\_  
Varshini Prakash  
Executive Director

  
\_\_\_\_\_  
Luis M. Benitez-Burgos  
CWA Representative

Date: June 17, 2022

Date: June 14, 2022

ATTACHMENT #1  
MEMORANDUM OF UNDERSTANDING REGARDING  
NEUTRALITY AND VOLUNTARY RECOGNITION

UNION REPRESENTATION AUTHORIZATION  
Communications Workers of America, AFL-CIO

I hereby join with my fellow workers in organizing a Union to better our conditions of life and secure economic justice. I have voluntarily accepted membership in the Communications Workers of America (CWA) AFL-CIO and expressly declare that this union shall be my exclusive representative in collective bargaining over wages, hours and all other terms and conditions of employment.

I understand that if the CWA presents cards for recognition signed by at least 50% plus one of the employees eligible to be in the bargaining unit, Sunrise Movement will recognize CWA as the bargaining representative of employees in the appropriate bargaining unit without a representation election being conducted by the National Labor Relations Board and that Sunrise Movement, would bargain with CWA concerning the terms and conditions of my employment or apply the collective bargaining agreement which may already cover the bargaining unit in which I am employed.

NAME:

\_\_\_\_\_

ADDRESS:

\_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

DATE: \_\_\_\_\_ WORK LOCATION: \_\_\_\_\_

TITLE: \_\_\_\_\_ DEPARTMENT: \_\_\_\_\_

PHONE# (h): \_\_\_\_\_ Cell Phone: \_\_\_\_\_

SIGNATURE:

\_\_\_\_\_

## APPENDIX A

### NEUTRAL'S CERTIFICATION

#### The Sunrise Movement and Communications Workers of America

Sunrise Movement Education Fund and Sunrise Movement (collectively "Employer") and Communications Workers of America (the "Union" or "CWA") appeared before me today for the purposes of conducting a voluntary, card-check procedure to determine whether the Union has majority support among the employees employed by the Employer in the following prospective bargaining unit: all full-time and part-time employees of the Employer, excluding directors, associate/deputy directors, and confidential employees as defined by the National Labor Relations Act.

The Employer has provided a list of employees in the prospective bargaining unit employed as of December 8, 2020 and represents that this list is true and complete. The Union has produced electronically-signed authorization cards that it represents and warrants are electronically signed and dated by individuals designating the Union as their collective bargaining representative.

Number of employees in bargaining unit: 82  
Number of authorization cards presented: 79  
Number of authorization cards accepted: 79  
Number of authorization cards rejected: 0

Based on my personal comparison electronically-signed authorization cards with the names of the employees on the list, I hereby certify that the Union has demonstrated numerical majority support among the bargaining unit employees.

Dated: December 15, 2020

  
Edward Markey  
United States Senator

**Recognition of Communications Workers of America  
by Sunrise Movement Education Fund and Sunrise Movement**

Sunrise Movement Education Fund and Sunrise Movement (collectively “Employer”) hereby recognize Communications Workers of America (“Union”) as the exclusive bargaining agent for all full-time and part-time employees of the Employer, excluding directors, associate/deputy directors, and confidential employees as defined by the National Labor Relations Act.

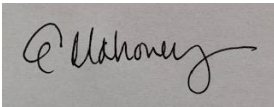
Signed:

DocuSigned by:  
*Erin Bridges*  
B40D5BD1B8214F3...

On behalf of the employer

Dated: 12/18/2020

Name: Erin Bridges



On behalf of the union

Dated: December 17, 2020

Name: Erin Mahoney, Organizing Coordinator, CWA

## APPENDIX B

### JOB CLASSIFICATIONS

**SENIOR DIRECTOR (EXECUTIVE LEADERSHIP):** Member of executive leadership team responsible for high-level decisions and direction-setting; is responsible for long-term operational sustainability and viability of the organization; supervises and coordinates members of program and organizational leadership; holds relationships with board and partners.

*Current titles:* Executive Director, Deputy Executive Director, Managing Director, Campaign Director, Organizing Director, Fundraising Director - 6

*Management responsibilities:* Manages staff; has hiring and disciplinary responsibilities

*Required minimum years of experience:*

**OFFICER:** Responsible for the direction of the business operations and procedures for the suite of Sunrise's organizations; member of executive leadership team; responsible for high-level decisions and direction-setting, especially as they relate to operational and financial systems and stability; supervises and coordinates members of program and organizational leadership; holds relationships with board and partners.

*Current titles:* Chief Financial Officer - 1

*Management responsibilities:* Manages staff; has hiring and disciplinary responsibilities

*Required minimum years of experience:*

**DIRECTOR (PROGRAM AND OPERATIONAL LEADERSHIP):** Collaborates across organizational structures to plan and execute the strategy and ensure organizational and operational function; high level management of people, projects, and teams, including work plan development and backstopping administrative responsibilities and budgeting; may assist with holding relationships with board and partners.

*Current titles:* Constituency Director, Data Director, Electoral Director, Comms Director, Digital Director, Team Support Director, Operations Director, Compliance Director, Pennsylvania State Director - 9

*Management responsibilities:* Manages staff; has hiring and disciplinary responsibilities

*Required minimum years of experience:*

**DEPUTY DIRECTOR:** Deputy to someone in Executive or Program Leadership; supports on making high-level decisions and the implementation and communication of those decisions to members of teams; supports holding relationships with board and partners.

*Current titles:* Deputy Fundraising Director, Deputy Organizing Director, Deputy Campaign Director, Deputy Managing Director - 4

*Management responsibilities:* Manages staff; has hiring and disciplinary responsibilities

*Required minimum years of experience:*

**MANAGER:** Line and/or project manages staff and supports a team or area of work where they have previous experience; coordinates and oversees the team or project's activities and is responsible for its success; under general supervision.

*Current titles:* Training Manager; Organizing Manager (2); GND4Ed Organizing Manager; Creative/Video Manager; Individual Giving Manager; TSC Manager (2); Movement Finance Manager - 9

*Management responsibilities:* Manages staff in keeping with responsibilities outlined in Article XX, Section 9. (Currently UP 14.3 section 9).

*Required minimum years of experience:* 1

**ORGANIZER** The organizer's primary responsibility is to engage and support volunteer leaders in campaign activities and leadership development. They may also participate in campaign development and collaborate with trainers on trainings. They are under direct supervision by an Organizing Manager and are delegated direct responsibilities.

*Current titles:* Organizer; Black Organizer; Latine Organizer; GND4Ed Organizer (2); Electoral Organizer (2); Distributed Organizer; Distributed Electoral Organizer - 9

*Management responsibilities:* None

*Required minimum years of experience:* 2

**LEAD:** Holds a discrete set of tasks and projects within a broader team based on existing knowledge, skills, and on-the-job training. They are under direct supervision by a Manager or Director.

*Current titles:* Visual Strategy Lead; Policy Lead; Digital Lead (2); Video Lead; Design Lead; Grant Lead; HR Lead; TSC Lead; Movement Finance Lead; Organizational Finance Lead; Finance + Operations Lead; Decentralized Compliance Lead; Event Logistics/Program Compliance Lead; Political Compliance Lead - 15

*Management responsibilities:* None

*Required minimum years of experience:* 1

**TRAINER** The trainer's primary responsibility is to plan and lead trainings and other events for volunteer leaders on key organizing skills and knowledge. They may also participate in training design and collaborate with organizers on campaign activities. They are under direct supervision by the Training Manager.

*Current titles:* Trainer

*Management responsibilities:* None

*Required minimum years of experience:* 1

**ASSISTANT** Responsible for managing the schedules and communications for Tier 3 and/or Tier 4 staff. Their duties include managing email, gathering and organizing documents, scheduling meetings, and coordinating travel arrangements. They also provide other key administrative support as needed.

*Current titles:* Development Assistant; Executive Assistant

*Management responsibilities:* None

*Required minimum years of experience:* 0



## APPENDIX C

### ERGONOMIC WORKSTATION CHECKLIST

An ergonomic workstation contains adjustable components and peripherals that can be adjusted to fit the user. Following are the recommendations regarding the features of each component of the workstation and proper set-up guidelines.

#### Chair

- It is recommended for the user to try out the chair for comfort and fit for a period of time prior to purchase.
- The chair should be fully adjustable – seat pan height, depth, and angle; seat back height, angle, and tension; lumbar support; armrest height, and depth.
- The chair should be easily adjusted from a seated position (Seat back height & angle, seat height).
- The seat back should have adjustable lumbar support and should be adjusted so the lumbar support of the chair fits in the curve of the lower back for support.
- The chair should swivel 360 degrees so it is easier to access items around the workstation without twisting.
- The forearms and wrists should be parallel to the floor or angled down slightly when the chair is height adjusted.
- When chair height is adjusted appropriately, the feet should be positioned flat on the ground, the thighs should be parallel to the ground, and the thigh and lower leg form a 90 degree angle at the knee.
- If feet are not able to be positioned on the ground, for example with a fixed height desk surface and no adjustable keyboard tray, a foot rest should be provided so the legs can be positioned as described above.
- Seat back angle should be adjusted so the user is in an upright position when using the keyboard. The backrest should allow a recline of at least 15 degrees and should lock into place for firm support.
- Seat pan tilt should have a minimum adjustable range of about 5 degrees forward and backward.
- The front edge of the seat pan should be rounded in a waterfall fashion.
- Seat pan width should be at least as wide as the user's thighs. A minimum width of about 18 inches is recommended.
- Armrests should be padded.
- Most chairs are designed for weights under 275 pounds. If the user weighs more than 275 pounds, a chair model must be chosen to support the extra weight. Most chair manufacturers have a larger/plus size chair in addition to the standard size to accommodate all users.
- The chair should have a sturdy five-legged base with proper chair casters that roll easily over the floor or carpet.

#### Workstation Desk

- Desk should be large enough to accommodate the items used most often, such as a keyboard, an input device, and a monitor directly in front of the user.
- Desk should be large enough for the completion of mixed tasks (computer and reading / writing).
- Desk should be between 20" and 28" high.

- If desk is height adjustable, it should be easily adjusted; when adjusted correctly the forearms are parallel to floor or angled down slightly.
- Desk should be designed so frequent trunk twisting / rotation is not required
- User should be able to sit close to the workstation without any impediment. (Check that chair arms are not in the way and there is clear leg room).
- There should be sufficient space underneath for the legs while sitting in a variety of positions.
- Avoid sharp leading edges where arms contact work surfaces. Rounded or sloping surfaces are preferable.

#### Sit-Stand Workstation

- A height adjustable work surface is desirable as it accommodates almost all users when partnered with a height adjustable chair and provides for regular changes in work postures. In the standing mode it provides improved access to items on the work surface such as larger or multiple paper documents. Adjustment mechanisms should raise and lower easily and smoothly.
- Tabletop sit-stand units must accommodate the size, weight and quantity of computer equipment.
- Tabletop sit-stand units need to fit securely on the work surface and raise/lower easily.
- An anti-fatigue mat should be used when standing for a period of time. Comfortable and supportive shoes should be worn while standing.
- If documents are regularly referred to, they can be positioned & supported (ie. use of document holder, or desk slope) to avoid unnecessary neck movement (looking sideways / downwards).

#### Monitor

- Monitor should be adjustable in height, tilt, and preferably swivel.
- Monitor should be positioned at approximately arms distance when user is in an upright seated position.
- Monitor should be positioned at an appropriate height directly in front of the user (neck remains in a neutral position - not required to look upwards, downwards, or to the side to view monitor).
- If using a laptop, the laptop should be raised so the monitor is at the appropriate height, or the laptop should be positioned on a docking station. An external mouse/input device and keyboard should be used when working with a laptop for an extended period of time.
- Monitor should be positioned away from direct light sources. Monitors can be positioned perpendicular to a window, but should not be facing a window.
- Monitor should be free from glare / reflection. If there is glare from a light source above, the monitor should be angled down slightly.

#### Keyboards

- The cords that plug into the computer should be long enough to allow the user to place the keyboard, the input device, and the computer in a variety of positions. At least six feet of cord length is desirable. A wireless keyboard and mouse will eliminate the cords.
- Consider a keyboard without a 10-key number keypad if the task does not normally require one. Keyboards without number keypads allow the user to place the mouse closer to the keyboard. If the task does require one

occasionally, providing a keyboard with a separate 10-key keypad may be appropriate.

- Provide an external keyboard and input device for laptops and tablets. Laptop keyboards are generally not suitable for prolonged typing tasks since they may be smaller than desired, have hard edges that come in contact with the arms, and force the keyboard to be excessively far away for proper viewing of keyboard.
- Keyboard height should be adjustable between 22 inches and 30 inches for seated tasks and 36 to 46.5 inches for standing tasks. Adjustability between seated and standing heights is desirable.
- Alternative keyboard designs such as split keyboards should be considered to make it easier to maintain neutral wrist postures.

#### Keyboard Trays

- Keyboard trays should be wide enough and deep enough to accommodate the keyboard and any peripheral devices, such as a mouse.
- Keyboard trays should allow for easy height and tilt adjustments and lock securely into position. Keyboard trays should have a low profile under the tray so that parts of the tray do not hit the legs of the user and impede adjustability. Units that rely on knobs or levers can be over tightened and become stripped over time. This can make it difficult for some to adequately tighten or loosen.

#### Wrist Rests

- Wrist rests were designed to be used when resting and their use should be minimized when actively keying.
- Wrist rest should match the front edge of the keyboard in width, height, slope, and contour.
- Pad should be soft but firm. Gel type materials are recommended.
- Wrist rest should be at least 1.5 inches deep (depth away from the keyboard) to minimize contact pressure on the wrists and forearm.

#### Input Devices

- Choose an input device, such as a mouse, based on the requirements of the task and any user physical limitations.
- An input device should match the size and contour of the user's hand. Traditional mice come in different sizes. A variety of different types of mice are also available including trackball and vertical. Choices should be made based on user ability, task requirements, and preference. For instance a mouse that provides better posture for the hand may not be able to be used by either hand.
- Use a wireless mouse if at all possible to achieve greatest freedom of placement for the mouse.
- Place the mouse as close to the keyboard as possible. A detachable number keypad can be used to minimize reach.
- Some users may require a left-handed mouse and some users may prefer a mouse that can be used with either hand.

#### Telephones / Mobile Phones

- If task requirements mandate extended periods of manual tasks such as typing while using the phone, use a phone with a "handsfree" cordless headset or speaker feature or bluetooth connectivity.
- "Hands-free" headsets should have volume adjustments and volume limits.

#### Desk Lighting

- Good desk lighting depends on the task being performing. Use bright lights with a large lighted area when working with printed materials. Limit and focus light for computer tasks.
- The location and angle of the light sources, as well as their intensity levels, should be fully adjustable.
- Task lighting should have a large base and articulated supports that allow a range of positions or extensions. It should have a hood to direct light to a specific area and may have a diffuser to allow reduced lighting of the area for general lighting or to reduce the harshness of the light.

## APPENDIX D

### CITIES AND COST-OF-LIVING INDEX

<b>STATE</b>	<b>METRO/MICRO</b>	<b>INDEX</b>
New York	New York-Jersey City-White Plains NY-NJ Metro Div.	245.7
Hawaii	Urban Honolulu HI Metro	197.6
California	San Francisco-Redwood City-South San Francisco CA Metro Div.	194.7
District of Columbia	Washington-Arlington-Alexandria DC-VA-MD-WV Metro Div.	160.7
Washington	Seattle-Bellevue-Everett WA Metro Div.	156.7
California	Oakland-Hayward-Berkeley CA Metro Div.	153.9
Virginia	Washington-Arlington-Alexandria DC-VA-MD-WV Metro Div.	150.5
California	Anaheim-Santa Ana-Irvine CA Metro Div.	150.2
Massachusetts	Boston MA Metro Div.	148.8
California	Los Angeles-Long Beach-Glendale CA Metro Div.	146.6
Maryland	Silver Spring-Frederick-Rockville MD Metro Div.	145.5
California	San Diego-Carlsbad CA Metro	141.1
Connecticut	Bridgeport-Stamford-Norwalk CT Metro	136.4
Oregon	Portland-Vancouver-Hillsboro OR-WA Metro	134.3
Alaska	Juneau AK Micro	132.9
Alaska	Fairbanks AK Metro	127.9
New Jersey	New York-Jersey City-White Plains NY-NJ Metro Div. (cities 10 miles from NYC)	126.6
Alaska	Anchorage AK Metro	124.4
California	Sacramento-Roseville-Arden-Arcade CA Metro	123.5
New Jersey	Specifically Newark NJ-PA Metro Div.	122.4
California	Stockton-Lodi CA Metro	122.0
New Jersey	New York-Jersey City-White Plains NY-NJ Metro Div. (cities 10-14 miles from NYC)	120.7
Connecticut	New Haven-Milford CT Metro	120.3
New Jersey	New York-Jersey City-White Plains NY-NJ Metro Div. (cities up to 15 miles from NYC)	119.8
Rhode Island	Providence-Warwick RI-MA Metro	118.6
Washington	Bellingham WA Metro	117.8
Washington	Mount Vernon-Anacortes WA Metro	117.6
Florida	Miami-Miami Beach-Kendall FL Metro Div.	117.1
Vermont	Burlington-South Burlington VT Metro	116.7
Connecticut	Hartford-West Hartford-East Hartford CT Metro	115.8
Maine	Portland-South Portland ME Metro	115.2

## **APPENDIX E**

### **SUNRISE BACKGROUND CHECK POLICY**

#### **A. Overview**

Sunrise and Communications Workers of America (“CWA”) believe in second chances in life. Due to the nature of our work Sunrise may refuse to hire or retain individuals who have recent, relevant criminal convictions reasonably or substantially related to the performance of their current or proposed duties within Sunrise.

Sunrise and CWA acknowledge the disparate impact of the criminal justice system in the U.S., and therefore take very seriously their commitment to striking the appropriate and just balance between the civil rights of Sunrise applicants and employees and the trust Sunrise must place in its employees and volunteers, especially those who will work closely with young volunteers or visit voters at their homes.

Sunrise respects the civil rights of applicants and employees and is an equal opportunity employer. All employment decisions are made on a non-discriminatory basis, and Sunrise has made its best efforts to incorporate the recommendations of the Equal Employment Opportunity Commission, which published an Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964.

#### **B. Background Check Protocol**

The background check process begins when Sunrise Human Resources requests that an applicant (for purposes of this policy, “applicant” refers to an individual to whom a conditional offer of employment has been made) or current employee sign a release permitting a background check. If an employee refuses to agree to a background check for a position in which it is required (such as working with minors or finance), Sunrise will see if there is another job that can be offered to the employee, to avoid termination, unless this policy is expanded to the whole organization which would preclude such offer of continued employment

In compliance with the Fair Credit Reporting Act (“FCRA”), Human Resources will not order a background check until they receive the signed release form. An employment screening service, known as a Consumer Reporting Agency (“CRA”), will conduct the checks. A designated HR representative will review all results.

Sunrise will ask its CRA for information regarding criminal conviction and pending prosecutions, and will not seek and/or will instruct HR to disregard information relating to: detentions or arrests that are not followed by conviction or not subject to pending prosecution; referral to and participation in pretrial or post-trial diversion programs; convictions that have been sealed, dismissed, expunged, or statutorily eradicated; arrests, dispositions, or other actions that occurred under juvenile court jurisdiction; arrests that ended in a no-contest plea (*nolo contendere*); and any conviction for which the convicted person has received a full pardon or has been

issued a California certificate of rehabilitation. HR will also disregard any potential conviction that has been conditionally discharged and is not part of the individual's criminal record; and non-felony marijuana convictions more than two years old.

A criminal conviction does not automatically bar an applicant from employment with Sunrise or mean the current employee will automatically be terminated. Sunrise will conduct an individualized assessment of whether the applicant's or employee's conviction history has a direct and adverse relationship with the specific duties of the job or potential job that justifies denying the applicant or employee the position. Factors that Sunrise will consider when making this individualized determination include: the time that has passed since the offense or conduct and completion of the sentence; the nature and gravity of the crime, offense, or conduct; the individual's age at the time of the offense or conduct; whether, if the position is directly related to the crime(s) of which the applicant or current employee has been convicted; and whether the applicant or current employee could endanger the property, safety, or welfare of either the individuals they would be working with or that of the general public. When considering these factors Sunrise must also take into consideration certificates of relief from disabilities and/or certificates of good conduct that the applicant or current employee has received. These certificates may show, or help show, the applicant's or current employee's rehabilitation in regard to the offense(s) they committed, though such certificate(s) may not preclude a finding that the conviction(s) are job related (*i.e.* there is a direct relationship between the conviction(s) and the position sought or held) or that hiring or retaining an individual would create an unreasonable risk to property or to the safety or welfare of specific individuals or to the general public.. These factors will be applied in a neutral manner to all applicants and current employees.

Additional checks, such as a driving record or financial background check, as defined by the FCRA, may be included in background checks for applicants or current employees applying for or holding jobs in employee's particular categories (for example, doing canvassing, driving co-workers and volunteers to and from sunrise activities, or working with finances) when appropriate and job related. Within five (5) business days of when Sunrise learns of financial information that is substantially-related to an employee's current or potential job, Sunrise will inquire further of the employee or applicant to give them the opportunity to explain any unusual or mitigating circumstances where the consumer credit information may not reflect money management skills, but is rather may be attributable to some other factor, including a layoff;, error in the credit information;, act of identity theft;, medical expense;, military separation;, death, divorce, or separation in the employee's family;, student debt;, or a lack of credit history. In the event a current employee refuses to agree to the additional checks, that may be required for certain jobs, Sunrise will offer the employee another job, to avoid termination. HR will notify the hiring manager or, in the case of a current employee, that employee's department director and manager, regarding the results of the background check. When the background check contains negative or incomplete information, the appropriate management and the Director of Human Resources will assess the potential risks and liabilities related to the job's requirements and determine whether the individual should be hired or continue in their employment.

If information obtained in a background check would lead Sunrise to deny employment, Sunrise will provide the applicant: written notice of the disqualifying conviction or convictions or information that are the basis for the preliminary decision to rescind the offer; a copy of the report; the name and contact information of the company that supplied the information (the credit bureau and/or background information); and a notice of rights. The applicant, will have the opportunity to dispute the report's accuracy, explain the situation, and/or offer evidence of rehabilitation within 30 calendar days. Sunrise will then consider any additional evidence or documents the applicant provides in response to the notice before making a final decision. If Sunrise ultimately decides to deny an applicant based on the results of the background check, Sunrise will notify the applicant of this in writing, as well as notification of the applicant's right to file a complaint under applicable federal, state, or local law.

Background check information will be maintained in a file separate from employees' personnel files for a minimum of five (5) years.

Should a current employee who is in a title/position requiring a background check fail the background check, Sunrise will provide the employee: written notice of the disqualifying conviction or convictions that are the basis for the decision to terminate employment; a copy of the report; and contact information of the company that supplied the information (the credit bureau and/or background information); and a notice of rights. At the request of the employee, the Union and Sunrise will meet, with the affected employee present, to discuss the effects of the decision. Any current employee, union member or not, can contest Sunrise's decision after a background check. If the employee decides to contest, the employee will be placed on a paid leave of absence for no more than 30 -calendar days, starting the day the affected employee contests, to gather and to review all the facts and, information regarding unusual or mitigating circumstances for Sunrise to consider before making a final decision. The parties will work together in an attempt to reach a solution, and each incident will be handled on a case-by-case basis. This Policy will be subject to the grievance and Arbitration Provision of the Collective Bargaining Agreement.

The foregoing shall be interpreted and applied in accordance with, and subject to applicable federal, state, and local law. Sunrise will also comply with any additional requirements and prohibitions for restrictions contained in, applicable federal, state and local and, to the extent federal, state or local law grants an applicant of the jurisdictions where any current or potential employee more rights than are afforded under this policy, Sunrise will follow the applicable state or local law be considered their work location.