



COLLECTIVE BARGAINING AGREEMENT

between

CAMPAIGN WORKERS GUILD

and

MIDDLE SEAT, LLC

June 16, 2019 through May 31, 2021

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PREAMBLE

Whereas, Middle Seat, LLC (hereinafter referred to as "Middle Seat") and the Campaign Workers Guild (hereinafter referred to as "CWG" or "union") mutually desire to establish a constructive, cooperative, and harmonious relationship; and to establish an equitable and peaceful procedure for the resolution of differences;

Therefore, Middle Seat and the Campaign Workers Guild hereby enter into the following binding collective bargaining agreement, effective this 16th day of June, 2019.

ARTICLE 1
UNION RECOGNITION

Middle Seat voluntarily recognizes the CWG as the sole and exclusive representative for the purpose of representation and negotiations with respect to wages, hours of work, and other conditions of employment for all personnel employed or to be employed by Middle Seat in any classifications except for the position of Partner and department Directors.

In the event of a dispute between the parties as to future inclusions or exclusions from the unit resulting from the establishment of new or changed classifications or titles, the CWG may grieve the inclusion or exclusion, and/or either party to this Agreement may apply to the National Labor Relations Board for resolution of the dispute.

ARTICLE 2
ACCESS TO EMPLOYEES

CWG shall have access to employees covered by this Agreement to carry out its responsibilities as a bargaining agent.

CWG's representatives will be granted access to employees during employees' working hours for the purpose of investigating and processing grievances, explaining CWG programs and benefits, and for the purposes of administering this Agreement.

Middle Seat shall inform CWG of all new employee orientations and/or new hire meetings no less than three (3) calendar days in advance and shall allow CWG representatives one (1) hour to present at any orientation and/or new hire meetings, either in-person or virtually by phone or videoconference. Each new employee who does not attend an in-person orientation or new hire meeting shall be allowed one (1) hour of paid work time to meet with a representative of CWG.

All CWG bargaining unit members shall be allowed one (1) hour per month with pay to be used for union meetings. No employer representative or any other non-bargaining unit staff may participate in or attend such meetings.

ARTICLE 3

COMPENSATION

- a. No full-time salaried employee will be paid less than \$45,000 per year. Part-time salaried employees will be paid no less than a pro rata amount.
- b. Bonuses will be paid by merit at the Partners' discretion.
- c. Interns will be paid no less than \$20 per hour. (*See Article: Interns*)
- d. The parties agree that pay equity will be upheld across the gender spectrum. Partners will work with CWG representatives to ensure pay equity for equal work.
- e. All employees are paid on a semi-monthly basis.

- f. Employees will receive at least two guaranteed raises between June 16, 2019 and May 31, 2021 according to the progressive schedule below.

Salary level >	<u>6/30/2019</u>	<u>1/1/2020</u>
99999.99	0.50%	2.49%
90000	0.65%	2.50%
80000	1.00%	2.75%
70000	1.35%	2.80%
60000	3.00%	2.85%
50000	3.50%	2.90%
40000	4.00%	3.00%
Salary level >	<u>6/1/2020</u>	<u>11/4/2020</u>
99999.99	0.50%	2.49%
90000	0.65%	2.50%
80000	1.00%	2.75%
70000	1.35%	2.80%
60000	3.00%	2.85%
50000	3.50%	2.90%
40000	4.00%	3.00%

g. Profit-Sharing Bonuses

- a. Subject to section (c), beginning in calendar year 2020, on or before the sixtieth (60th) day after the date in each calendar year on which the Employer files its federal income tax return for the prior calendar year (Form 1120-S) with the Internal Revenue Service (the “Applicable Return”), Employer will pay a bonus to each Employee that is a member of the bargaining unit.

- b. Each such Employee’s bonus will be determined by the following formula: (Gross Profit X Employee’s Applicable Percentage)/Total Number of Employees where:
- i. Gross Profit is the amount shown on line 21 of the Applicable Return;
 - ii. Total Number of Employees is the total number of employees in the bargaining unit as of December 31 of the year for which the Applicable Return is filed;
 - iii. Employee’s Applicable Percentage is the percentage shown in the table below corresponding to the Employee’s Length of Service with Employer. The Employee’s Length of Service is the period from and including the date on which the Employee’s employment began through and including December 31 of the year prior to the year in which the Applicable Return is filed.
- c. In the case of an Employee whose Length of Service is less than twenty-four (24) calendar months, the amount of the bonuses otherwise payable to that employee under section (b) for the first two (2) calendar years occurring during such Length of Service will not be paid during those two (2) calendar years, but will instead be paid to the Employee on the second anniversary of the date on which the Employee’s employment began.

Employee Length of Service Exceeds	Employee’s Applicable Percentage is
6 calendar months	1.5%
10 calendar months	3%

14 calendar months	5%
18 calendar months	6%
24 calendar months	8%
36 calendar months	10%
5 calendar years	15%

ARTICLE 4
COMPLAINTS AND INVESTIGATIONS

- a. A Partner or their designee shall be responsible for ensuring that all allegations of misconduct or other complaints against an employee on which any action is to be taken or a record is to be made shall be investigated by an impartial party. The investigator shall be allowed to interview the complainant, examine any relevant documentary material, and interview any non-bargaining unit person prior to notifying the employee.
- b. Investigative Interview
 - i. When the employee under investigation is to be interviewed concerning the alleged conduct which could result in dismissal, the employee and their representative shall be notified in writing, at least forty-eight (48) hours prior to the interview. The notice shall state that an official investigation is being conducted and shall state the subject matter of the investigatory interview, including the time frame and nature of the conduct. All time spent in an investigative interview by any employee shall be considered time worked.

- ii. Investigative interviews of subject employees shall be conducted at a reasonable time and, when practicable, on Middle Seat's premises when the employee is on duty. A union representative may participate in the interview. The employee shall have the right to request a bargaining unit employee's presence during the interview. The union shall be notified of any investigative interview of an employee where it is anticipated that discipline might result to that employee.
 - iii. The interview shall be limited to questions that relate to the allegation(s) and the employee's fitness for duty in their assignment. Confidentiality of the interview shall be maintained.
- c. If after investigation the employer determines that no discipline is appropriate, the employee shall be informed in writing that a complaint was made against them but was unfounded. Appropriate notification shall be placed in the employee's personnel file or another agreed location documenting that the employee was investigated and exonerated on the matter.
- d. If an employee is to be interviewed as a witness only, the employee and their representative shall be so informed prior to the interview. If during the course of the interview it becomes apparent that the employee witness may be subject to discipline as a result of conduct that is the subject of the interview, the interview shall be immediately terminated and the employee afforded the protections of this Article. This provision may be waived by consent of the employee and the union representative.
- e. The parties agree that not all investigations that may result in job change or termination are disciplinary in nature. Any person investigated for fitness or competence for duty is

also entitled to the protection of this article. Medical and fitness-related action are also subject to the requirement that there be just cause for taking such action.

ARTICLE 5

CONTRACT ADMINISTRATION

The parties acknowledge that problems of general administration (as opposed to individual employee grievances) may arise during the administration of this Agreement which may require Middle Seat and the Union to meet from time to time for the purpose of reviewing the general administration of the Agreement. The parties agree to so meet within a reasonable time at the request of either party. Unless a problem is of an emergency nature, the party requesting a meeting will submit a written agenda one (1) week in advance of any such meeting.

ARTICLE 6

DISCIPLINE

- a. No employee shall be disciplined or dismissed by Middle Seat without just cause.
- b. Disciplinary action shall be limited to the following:
 - i. first written warning;
 - ii. second written warning;
 - iii. written reprimand;
 - iv. 30-day Performance Improvement Plan; and

v. dismissal.

The principles of progressive discipline shall be followed.

- c. In extreme circumstances, the above steps of progressive discipline may be skipped in cases of sexual harassment, misconduct, or assault; physical assault; theft of company or client property, including data; and/or breach of the confidentiality, conflict of interest, or intellectual property clauses in hire letters.
- d. No employee covered by this Agreement shall be disciplined or dismissed without first having been given notice in writing of the disciplinary action to be taken. The conduct for which disciplinary action is being imposed and the action to be taken shall be specified in the written notice.
- e. Any employee receiving a discipline or dismissal will be afforded an opportunity to meet with a Partner, or their representative, prior to the action proposed. The employee will be entitled to have a union representative, steward, and/or other member of the bargaining unit present. At that meeting a Partner or their designee will give the employee an explanation of the employer's evidence against the employee (if that has not already been provided) and offer the employee an opportunity to respond.
- f. Counseling an employee is not disciplinary, is not subject to the just cause provision, and will not be used for purposes of progressive discipline. Counseling refers to directing an employee's work performance to alleviate performance issues. Counseling, when documented, shall be identified as such.

ARTICLE 7
EMPLOYEE DATA

- a. Middle Seat shall furnish to CWG for each new hire within three (3) calendar days of their start date, an electronic computer file of the then-available information, specified hereinafter, for each employee covered by this Agreement.
 - i. The computer file shall contain, to the extent practicable:

The name, home mailing address (including street, city/town, state and zip code), job title, salary, initial date of hire, work location address, home phone, work phone, home email address, and work email address for each employee covered by this Agreement. Middle Seat will also send an official hire letter, signed by both parties.

ARTICLE 8
EMPLOYEE LEAVE TIME

- a. The health and happiness of employees covered by this Agreement is a primary concern for Middle Seat and all parties involved. The parties agree that leave time will be granted without general limit, and that both parties will not abuse this policy.
- b. Paid Time Off (“PTO”)

- i. Employees may take off up to twenty (20) days of PTO per year, available upfront (days are granted on either the employee's anniversary or start of the calendar year, not accrued) and prorated by hire date.
- ii. Employees will schedule vacation days via the employer benefits management software, currently "Justworks".
- iii. Employees will make all possible attempts to schedule vacations lasting longer than two (2) days at least one (1) week in advance.
- iv. Employees will make all possible attempts to schedule vacations lasting longer than four (4) days at least two (2) weeks in advance.
- v. Employees are encouraged to take PTO for both minor and more substantive leaves.
- vi. Any employee who by December 31st of each calendar year has not taken at least ten (10) days of PTO (prorated per year) will be granted an additional \$1,000.
- vii. Any employee who by December 31st has not taken all of their PTO may carryover up to five (5) days to the following year.

c. Sick Leave

Employees will be allowed to take tracked paid sick leave without limit. Sick leave may be used to care for anyone for whom the employee is responsible, including spouses, partners, family members, et cetera. Care includes physical and mental well-being as well as doctor, dentist, mental health provider, and vision appointments for either illness or regular or preventive care, and also may be extended to other appointments. Employees may be required to present a doctor's note after seven (7)

consecutive absences. After twenty (20) days of sick leave, employees may be required to request additional paid or unpaid leave from a Partner.

d. Bereavement Leave

All employees covered by this Agreement shall be granted at least seven (7) days leave with pay for absences resulting from the death of a parent, sibling, significant other, child, step-parent, step-sibling, grandparent, grandchild, or other significant relation.

Employees shall be granted for at least five (5) days leave with pay for absences resulting from the death of aunts, uncles, in-laws, great-grandparents, other relatives who reside in the same household as the employee, or other significant relation or friend as determined by a Partner. Additional leave may be arranged with permission of a Partner.

e. Leave of Absence

An employee may negotiate with a Partner for an unpaid leave of absence for professional or personal reasons. The duration of the leave can be negotiated between the employee and a Partner.

f. Work from Home

After six (6) months of employment, each Employee will be allowed a maximum of one (1) day per week to work remotely.

g. Jury Duty

Employees called for jury service will be paid the difference between jury pay and their regular pay (if higher) for all days spent on jury duty. Employees required to serve less than a full day of jury duty will be expected to work the difference between their jury service (including travel time) and their regular work day.

h. Parental Leave

Employees shall be granted paid leave of absence for at least twelve (12) weeks to care for a new child (through childbirth, adoption, or foster parenting). Employees may take an additional unpaid parental leave. Parental leave must be requested in writing, including the estimated dates of the beginning and end of the leave. Employees may take the above parental leave intermittently during the period of twelve (12) months from the qualifying event or first date of parental leave, whichever comes first. During the period of twelve (12) months from and after the qualifying event or first date of parental leave, employees may request the opportunity to work part time or remotely. Management will act on such requests in its reasonable discretion, based on the specific circumstances of the employee and the company's needs. Employees will continue to receive all benefits of this Agreement while on paid parental leave.

i. Military Duty

Employees called for military duty will receive the protections guaranteed to them under the Uniformed Services Employment and Reemployment Rights Act. Middle Seat shall provide health insurance and other applicable benefits for the entire time the employee is on active duty, and upon returning to Middle Seat, the employee will be returned to their position with at least the same level of pay and benefits as before their departure.

ARTICLE 9
EXPENSE REIMBURSEMENT

a. Mileage

Employees will be reimbursed at a rate equal to the Federal IRS rate for work-related travel, not including commute or breaks. Tolls and parking fees shall also be reimbursed. Employee must have written pre-approval from a Partner for any anticipated work travel costs.

b. Data and Internet Expenses

Upon request, remote employees may receive a mobile hotspot device with data service.

c. Telephone Expenses

All employees covered by this Agreement will receive a phone stipend of \$50.00 per month.

d. Laptop

Upon hire, new employees will be provided the option to receive a company laptop. Upon separation from Middle Seat, employees must return the laptop to Middle Seat.

e. Remote work

Middle Seat will pay for a shared workspace for employees who are regularly scheduled to work remotely.

f. Commute

Upon request, employees will receive a parking stipend or MetroCard benefits to be used toward commute costs of up to \$100 per month. Benefits may not be transferred

and are to be used by the employee only. Any unused benefits will rollover to the next month.

g. Professional Development

a. Upon request and a Partner's approval, Middle Seat will pay for travel, lodging, meals, and registration fees for the attendance of conferences and client meetings.

b. Middle Seat will pay for employees' pre-approved work-related trainings.

h. Business Expenses

Employees will be fully reimbursed for all pre-approved business expenses incurred during the course of their work duties within thirty (30) calendar days of submission of receipts.

i. Gym Membership

Employees will be offered discounted gym memberships.

j. Deferred Action for Childhood Arrivals (DACA)

Middle Seat will pay annual DACA renewal fees for any undocumented employees.

ARTICLE 10
GRIEVANCE PROCEDURE

a. Definitions and Scope

i. Employees shall have the right to present grievances in accordance with the procedures prescribed in this Article.

- ii. For purposes of this Agreement, a grievance is a dispute concerning the interpretation or application of the terms or provisions of this Agreement or matters involving wages, hours, or working conditions.
 - iii. Instances of sexual harassment, misconduct, and/or assault will follow the protocol outlined in the Sexual Harassment and Assault article.
- b. Procedure
- i. All grievances shall be in writing. Each initial grievance shall contain: Identity of known affected employees, identity of supervisory personnel involved, identification of the provision(s) of this contract asserted to have been violated or which affect the situation, remedial action requested, if any, and the date of the occurrence, if applicable.
- c. Step 1 - First Partner
- i. Within ten (10) calendar days after the act or omission which gives rise to the grievance or an employee becomes aware or should have reasonably become aware that they have a grievance, the employee and/or their representative shall present the grievance to a Partner. Where the employee had reasonable justification for delaying the grievance submission, the grievance may be filed without regard for the above ten (10) calendar day deadline.
 - ii. The Partner may respond to the grievance in writing, prior to submission to the other Partner.
- d. Step 2 - Second Partner

grievance and in the possession of Middle Seat, as required by labor relations law, as limited by work product, and legal privilege. Middle Seat shall have the right to inspect and to obtain copies of any records, documents, and other materials relevant to the grievance and in the possession of the Union.

- v. An aggrieved employee and any employee witnesses as may be reasonable, for such time as may be reasonable and necessary, shall not suffer any loss of pay and shall not be required to charge leave credits as a result of processing grievances during such employee's or witnesses' regularly scheduled working hours.

ARTICLE 11

HEALTH AND SAFETY

Middle Seat will take appropriate action to assure compliance with all applicable laws concerning the health and safety of employees in its endeavors to provide and maintain safe working conditions. CWG agrees to support any programs required to meet the health and safety needs of employees.

No employee shall be required to work in a scenario which they reasonably believe to be unsafe. In any such circumstance, the employee shall bring the matter to the attention of their supervisor for proper investigation.

Middle Seat will provide free, confidential counseling services for up to 3 appointments for all employees covered by this Agreement.

ARTICLE 12

HOLIDAYS

Employees have the following paid holidays:

- a. New Year's Day
- b. Martin Luther King Jr. Day
- c. Presidents' Day
- d. May Day
- e. Memorial Day
- f. Independence Day
- g. Labor Day
- h. Thanksgiving
- i. Day after Thanksgiving
- j. Christmas Eve
- k. Christmas Day
- l. Employee's Birthday

During the two (2) final weeks of December, employees may request an extended work-from-home period. If an employee's birthday falls on a Saturday, the employee will have the prior Friday off. If an employee's birthday falls on a Sunday, the employee will have the following Monday off. An employee may choose to substitute a religious or alternate holiday for one of the above holidays, with permission of their supervisor.

ARTICLE 14
HOURS AND SCHEDULES

Regular working hours are from 9am to 6pm, Monday through Friday. If an employee works additional, substantial hours outside of this schedule for an extended period of time (i.e. at least two (2) consecutive weeks), the parties agree that the employee should, if they so choose, use paid time off at the conclusion of that period.

ARTICLE 15
INITIAL EMPLOYMENT

At the time of hire, new staff will be provided with, at minimum, a job description, an official hire letter, and a copy of this Agreement. New staff shall be informed of conditions of employment and the agreed upon salary and benefits.

New hires must meet with a steward or union representative within their first week of employment in order to review their contractual rights and membership options.

ARTICLE 16
INSURANCE

Middle Seat will provide health, vision, and dental insurances for all employees. Premiums will be paid in full by Middle Seat. Any insurances provided by Middle Seat will

include benefits for transgender health care needs, and if the insurances do not cover transgender health care needs, the associated out-of-pocket expenses will be paid up to \$5,000 per calendar year, prorated by hire date, by Middle Seat.

ARTICLE 17

INTERNS

- a. Interns will be paid no less than \$20 per hour.
- b. Interns will receive a commute stipend in accordance with Article 9: Expense Reimbursements, Section F.

ARTICLE 18

JOB POSTING AND HIRING PROCESS

- a. Notice of all vacancies shall be clearly posted with the appropriate job description and made available to all Middle Seat staff forty-eight (48) hours in advance of public posting. The job description shall note the position title, type of work performed on a daily basis, salary range, and whether the job is a CWG bargaining unit position.
- b. Interested employees and CWG members shall submit applications for the posted positions within the forty-eight (48) hours of the posting period.
- c. A copy of said vacancy will also be sent to the CWG for their own posting. Non-Middle Seat CWG members may apply during the initial forty-eight (48) hours.
- d. Interviews by a Partner or their designee will be scheduled for the qualified employee(s) expressing interest through application. If more than one (1) Middle Seat employee

applies for the position, management guarantees that all applicants will be given fair interviews and equal consideration for the position. Only if no qualified Middle Seat employees apply for the internal posting shall Middle Seat advertise the position and seek outside applicants.

- e. For the purposes of this article, a change in the status of a position from part-time and/or temporary to full-time, or when a new permanent position is created, constitutes a vacancy for such a position and shall be filled using the procedure detailed above.

ARTICLE 19
LABOR-MANAGEMENT COMMITTEE

There shall be a Labor-Management Committee, comprised of three (3) members of CWG and three (3) members of management. Upon request, the Committee shall meet to discuss issues affecting employees and Middle Seat. Agenda items will be set by both sides at least one (1) week in advance of meeting.

Committee members shall receive no loss of pay or benefits for time served on the Labor-Management Committee.

The Committee shall have no authority to add to, delete from, or modify this Agreement.

ARTICLE 20
LAYOFFS

When a reduction in the workforce is necessary, unrelated to dismissal under the Discipline article, Middle Seat will provide written notification to each affected employee of its intent to lay them off at least thirty (30) calendar days prior to the final date of employment. Middle Seat will provide each affected employee with severance pay of fifteen (15) calendar days salary, in addition to the pay for their last thirty (30) days of work.

ARTICLE 21
MAINTENANCE OF BENEFITS

With respect to negotiable wages, hours, and working conditions not covered by this Agreement, Middle Seat agrees to make no changes without appropriate notice and negotiations with the Union.

ARTICLE 22
NON-DISCRIMINATION

Middle Seat and the Union agree that there shall be no discrimination, coercion, or intimidation of any kind against any employee because of union activity, race, ethnicity, religion, creed, sexual orientation, gender identity and expression, sex, age, national origin or ancestry, political affiliation, marital status, criminal record, physical disability, mental disorder, or veteran status, and that these are unrelated to employment opportunities except as they may serve as a bona fide job qualification.

Middle Seat and CWG agree that any disputes arising out of the provisions of this Article may be processed through the grievance procedure. If the grievant reasonably believes that a Partner has participated in the conduct giving rise to the grievance, they may initiate the grievance at the next step of the grievance procedure above a Partner's level. This provision shall not preclude other legal remedies provided by law.

ARTICLE 23
PERFORMANCE REVIEWS

Employees will meet with their supervisor and receive a written evaluation at least once every twelve (12) months. Categories evaluated will include only the job duties for which employees are assigned. Employees are entitled to disagree in writing with their evaluation and attach it to the evaluation in their personnel file.

During a performance evaluation, the employee and their supervisor will discuss merit raises. Merit raises will be considered based on performance evaluations and time spent employed with Middle Seat.

ARTICLE 24
PERSONAL SERVICES

No employee shall be required to perform services of a personal nature.

ARTICLE 25
PERSONNEL FILES

- a. An employee may review their personnel file at reasonable times during their regular work hours by requesting access to the file from their supervisor. An employee shall be allowed to place in such file a response of reasonable length to anything contained therein which the employee deems to be adverse.
- b. An employee's personnel file shall include, but not be limited to, all memoranda and documents relating to such employee which contain commendations, employee performance evaluations or ratings, and records of training programs completed (to the extent these documents exist).
- c. Upon request to the supervisor, an employee shall be provided a copy of any or all materials in their personnel files. Copies of material added to the employee's personnel file after the effective date of this Agreement shall be sent to each employee simultaneously with it being placed in their personnel file.
- d. Records of discipline shall not be used in the consideration of additional discipline or promotions one (1) year from the date of occurrence, provided that the employee has had no further related disciplinary action since that date. Records of discipline shall not be used for purposes of progressive discipline after this period.

ARTICLE 26

PRIVACY AND DATA

The Parties agree that all communications of a personal nature, including messages, media, conversations, and other data, will not be exposed unless otherwise required by law. Exceptions will be made for evidence in formal complaints.

ARTICLE 27

PROBATIONARY PERIOD FOR NEW EMPLOYEES

New employees hired after the ratification of this Agreement will be considered as probationary for the first ninety (90) calendar days of employment. Employees shall receive all benefits of this contract during the ninety (90) calendar day probationary period, with the exception of the Discipline Article.

No probationary employee shall be disciplined or dismissed by Middle Seat without cause. Disciplinary action will be limited to the following for employees working at Middle Seat equal to or fewer than ninety (90) calendar days:

- i. written warning;
- ii. 14-day Performance Improvement Plan; and
- iii. dismissal.

No employee covered by this Agreement shall be disciplined or dismissed without first having been given notice in writing of the disciplinary action to be taken. The conduct for which disciplinary action is being imposed and the action to be taken shall be specified in the written notice.

Any employee receiving a discipline or dismissal will be afforded an opportunity to meet with a Partner, or their representative, prior to the action proposed. The employee will be entitled to have a union representative, steward, and/or other member of the bargaining unit present. At that meeting a Partner or their designee will give the employee an explanation of the employer's

evidence against the employee (if that has not already been provided) and offer the employee an opportunity to respond.

ARTICLE 28

RESPONSIBILITIES OF THE PARTIES

Middle Seat and CWG acknowledge the rights and responsibilities of the other party and each agrees to discharge its responsibilities under this Agreement. The CWG, its officers and representatives at all levels, and all employees are bound to observe the provisions of this Agreement. Middle Seat and its officers and representatives at all levels are bound to observe the provisions of this Agreement.

In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

a. Exclusive Negotiations

Middle Seat will not bargain collectively with any employee organization other than CWG with reference to terms and conditions of employment of employees covered by this Agreement. If any such organizations request bargaining they will be advised by Middle Seat to transmit their requests concerning terms and conditions of employment to CWG.

b. Employees' Rights

There shall be no interference, intimidation, restraint, coercion, or discrimination by either Middle Seat or CWG as a result of the exercise by any employee within the

bargaining unit of their contractual or statutory rights related to membership in CWG or any other right granted under the National Labor Relations Act.

c. Fair Representation

CWG acknowledges its responsibility to represent and handle grievances for all employees within the bargaining unit.

d. Settlement of Grievances

The applicable procedures of this Agreement shall be followed for the settlement of all grievances.

ARTICLE 29

REST AND MEAL PERIODS

- a. Each employee shall be allowed two (2) rest periods with pay of at least fifteen (15) minutes each during each regular workday. Employees whose duties involve continuous operations where breaks cannot be scheduled may take personal rest periods at their own discretion as schedules permit.
- b. Each employee shall be allowed one (1) meal period with pay of at least one (1) hour during each regular workday.
- c. Supervisors will be expected to coordinate coverage for employees during employees' rest and meal periods.

ARTICLE 30

RETIREMENT

Middle Seat will provide a 401(k) retirement plan to all employees and match employee contributions up to 5% of an employee's salary to the plan each year.

ARTICLE 31
SEPARATION FROM EMPLOYMENT

a. Notice

Employees may give notice of their resignation to their direct supervisor or either Partner.

b. Payout

Employees who resign with accrued Paid Time Off will be paid out at their regular rate of pay for all leave accrued prior to January 1st of that same year, and, employees will also be paid out for a prorated amount of leave granted that calendar year, i.e., twenty (20) days of leave over the period of the calendar year, up to their date of separation. (Example: An employee whose date of separation is July 1 will be paid out for any leave accrued prior to January 1 of that year, plus, ten (10) days of leave for that year.

ARTICLE 32
SEVERABILITY

In the event that any Article, section, or portion of this Agreement is found to be invalid or unenforceable by final decision of a tribunal of competent jurisdiction, then such specific

Article, section, or portion specified in such decision or which is in such conflict with any law, rule, or regulation, shall be of no force and effect. Upon the issuance of such decision, if either party requests, the parties shall negotiate a substitute for such specific Article, section or portion thereof, provided that the remainder of this Agreement shall continue in full force and effect.

ARTICLE 33

SEXUAL HARASSMENT & ASSAULT

- a. The parties agree that this Article may be reopened by request of either party at any time.
- b. Complaints and Investigations
 - i. Official complaints of sexual harassment, misconduct, and/or assault will be handled swiftly and discreetly.
 - ii. A complainant may be a victim, witness, or any group thereof.
 - iii. The complainant may, at any time, file an official complaint with a mutually agreed-upon neutral third party, acting as Investigator.
 - iv. Upon receiving a complaint, the Investigator must immediately notify the Campaign Workers Guild. The CWG may attend any meeting, hearing, or interview regarding the complaint.
 - i. The complainant will not be required to work directly with or communicate with the accused in any capacity once the complaint has been filed and before the complaint has been resolved.
 - v. The Investigator will then conduct an investigation, including private, separate interviews of both the complainant and accused as well as any additional

witnesses. The Investigator will record the dates, times, and facts of the incident(s), as well as the preferred outcome of the complainant. Strict confidentiality will be maintained to the maximum extent feasible.

- vi. The Investigator will issue a report detailing the investigation, a finding, and an instructed action, up to and including dismissal. The report will be issued within seven (7) calendar days of the initial complaint, except in extreme circumstances.

c. Appeal

- i. Either party may file an appeal of the Investigator's investigation report.
- ii. Appeals will be filed at Step 2 of the Grievance Process.

d. Training

- i. All Middle Seat staff, including those not covered by this Agreement, will undergo at least one (1) hour of sexual harassment training. Trainings created, and/or conducted by an external party must be approved by the CWG. Internal trainings shall be developed with the participation of the CWG.

e. General Provisions

- i. No employee will be retaliated against for reporting sexual harassment or assault. Perceived retaliation is grounds for discipline under Article 6: Discipline, up to and including immediate dismissal.
- ii. Employees may report sexual harassment or assault by members of the public to their supervisor. No employee who has reported such information to their supervisor will be expected to continue working or communicating with that member of the public.

ARTICLE 34

SUCCESSOR

The provisions of this Agreement shall be binding upon Middle Seat and its successors and assigns by merger, consolidation, or otherwise, to the extent provided by law.

ARTICLE 35

TERM OF AGREEMENT

This Agreement shall be effective from June 16th, 2019 through May 31st, 2021. Either party shall give sixty (60) calendar days written notice of a desire to negotiate a new collective bargaining agreement or to modify this Agreement.

ARTICLE 36

TRANSPARENCY

Middle Seat agrees to be fully transparent about its client acquisition process, when possible, and include bargaining unit members in general discussions regarding client acquisition.

In the interest of pay and gender equity, any employee may at any time request and be provided the current pay rate of any other employee(s).

ARTICLE 37
STEWARDS AND UNION LEAVE

- a. The Union may designate employees to act as stewards on its behalf.
- b. Stewards will not suffer loss of pay or benefits as they administer this Agreement and provide union representation. Such leave shall not be withheld unless operational needs so require and shall not be arbitrarily denied.

ARTICLE 38
UNION SECURITY

- a. All employees who are currently members of the Union on the effective date of this Agreement shall, as a condition of continued employment, continue to pay the Union working dues. All employees who on the effective date of this Agreement are not yet members of the Union shall begin paying Union working dues no later than thirty (30) calendar days following the effective date of this Agreement as a condition of continued employment and shall continue to pay the Union working dues in order to continue in employment. All new employees hired after the effective date of this Agreement shall begin paying the Union working dues no later than thirty (30) calendar days following the date of their employment as a condition of continued employment and shall continue to pay the Union working dues in order to continue in employment.

- b. The Employer agrees to discharge any employee who does not pay the Union working dues within seven (7) calendar days after receipt of written notice from the Union that such employee is delinquent in their payment of Union working dues. The Union will indemnify and hold the Employer harmless against any and all claims, demands, or suits that may arise out of the discharge of any employee under this section.

ARTICLE 39

WORK ASSIGNMENTS

- a. Within thirty (30) calendar days of ratification, job descriptions will be provided for each bargaining unit position. Employees will be provided with a written job description outlining their expected work assignments and duties when they are hired. When a job description is being reviewed for changes, management will discuss potential changes with affected employees prior to changing the job description. When the work assignment is changed, a revised job description will be provided.
- b. When an employee is assigned temporarily by their supervisor or by a Partner to a job or assignment with significantly greater hours or responsibilities, the employee shall be granted a meeting with their supervisor to discuss work schedule, compensation, workload, and priorities. Management will meet with the employee within fourteen (14) calendar days of the employee's request.
- c. In the event of a significant change in duties and/or responsibilities, an employee may seek an increase in compensation of the position by submitting a request to a Partner or

their designee. The request will be reviewed and a written decision provided to the employee and the Union. The employee may appeal the decision, subject to the provisions of the grievance procedure.

d. Acting Capacity

- i. Acting capacity assignments shall not be made on an arbitrary or capricious basis.
- ii. When assigned temporarily to perform the work of a higher paid classification due to parental leave, medical leave, or unpaid leave, an employee in this unit shall be paid as if the employee had been promoted for the duration of the acting capacity provided the following criteria are met.
 1. The employee must perform the majority of the higher classification duties;
 2. The temporary assignment must last for thirty (30) consecutive workdays, whereupon, the higher pay in the higher pay level will be made retroactive to the first day on which the higher duties were assumed.
- iii. In no case will Acting Capacity assignments be considered as experience for the purpose of comparing qualifications of bargaining unit employees when filling a vacant position.

IN WITNESS WHEREOF, the parties hereto have caused this Collective Bargaining Agreement to be executed on this 16th day of June, 2019.

For the Union

DocuSigned by:
 6/16/2019
9CC6570C79A3486...
Aidan King

Zoë Wong-Weissman

DocuSigned by:
 6/16/2019
F8837C13623047C...
Meg Reilly, CWG

For Middle Seat

DocuSigned by:
 6/16/2019
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Kenneth Pennington

DocuSigned by:
 6/16/2019
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Hector Sigala