

DECEMBER 2023
EXTENSION AGREEMENT

THIS AGREEMENT dated December 12, 2023, is by and between Open Society Institute (“Employer,” “OSI,” or “OSF”) and Communications Workers of America, on behalf of itself and its Local 1180 (herein “Union” or “CWA”) (collectively “the Parties”).

WHEREAS, the Parties’ Collective Bargaining Agreements (the “CBA”) were previously set to expire on December 31, 2020 and had been previously extended to June 30, 2023 and on a monthly basis thereafter;

WHEREAS, the Parties feel that it is in their mutual interest to further extend the CBA and to address certain modifications in terms and conditions of employment; and

IT IS HEREBY AGREED AS FOLLOWS:

1. Duration: The CBA shall be extended through and until December 31, 2024.
2. Compensation:
 - a. Salary Increase: There will be a 4.0% salary increase for bargaining unit members effective December 30, 2023. There will be no further across-the-board salary increases for 2024 negotiated by the Parties as part of the current contract negotiations.
 - b. 2023 Special Payment: For calendar year 2023, OSF will not pay bargaining unit employees a merit bonus. Instead, there will be a flat payment to each bargaining unit employee of two thousand seven hundred seventy-three dollars (\$2,773.00) as part of the 2023 Special Payment, subject to the proration and eligibility rules as defined by OSF in its discretion.
 - c. Ratification Bonus: Ratification bonus of two thousand dollars (\$2,000.00) for all staff in the bargaining unit as of December 31, 2023.
3. Recognition: Replace Article 2 of the CBA (and renumber as Article 1) with the Union’s June 23, 2023 Recognition Proposal, of which Section 4 is effective with respect to new titles created after the conclusion of the redeployment process, including OSUS and OSJI redeployments, if applicable (Attachment A).
4. Replace Article 19 of the CBA with OSF’s December 8, 2023 Bargaining Unit Proposal (Attachment B).
5. Acting/Covering Transformation Allowance: Continue the Acting and Covering Transformation Allowance until December 31, 2024.
6. Senior Designation:

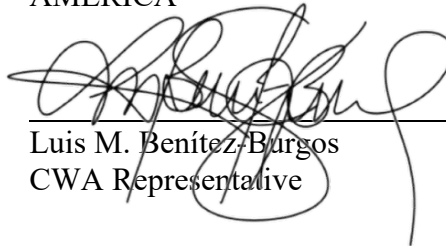
- a. Employees, who decide to exit the organization, who are redeployed, and who are not selected for any position will be allowed to request senior designation pursuant to the CBA in February 2024. All requests will be due by February 29, 2024, and OSF will then begin evaluating Senior Designation requests in good faith with a March 31, 2024, notification date. Any such designations at that time will be retroactive to November 1, 2023. For an employee scheduled to depart, the salary increase for any approved Senior Designation will be part of the severance calculation.
- b. Any increase in salary due to Senior Designation will be included for purposes of pay protection in accordance with the terms of the Opportunity Model Severance Agreement.

7. Fixed Term Contracts:

- a. All bargaining unit fixed term contracts where the employee has not been designated as “impacted” under the Opportunity Model Severance Agreement as of January 1, 2024, will be extended until December 31, 2024.
- b. No new bargaining unit fixed term agreements entered into after this Agreement is effective will expire before December 31, 2024.
- c. Any employee on a fixed term contract that is ended by management prior to the expiration date of their current fixed term contract will have access to the severance provisions of the Opportunity Model Severance Agreement (during the term of that agreement).

OPEN SOCIETY INSTITUTE

COMMUNICATIONS WORKERS OF AMERICA

Mark Malloch-Brown
President

Luis M. Benítez-Burgos
CWA Representative

Date: January 2, 2024

Date: December 23, _____, 2023

ATTACHMENT A

ARTICLE 1

RECOGNITION

Section 1. In accordance with the election conducted by the American Arbitration Association on July 19 and July 20, 2016 (attachment X), the February 21, 2021 Voluntary Recognition Agreement (attachment Y) and the provisions of the National Labor Relations Act ("Act"), Open Society Institute (herein "Employer" or "OSF") recognizes Communications Workers of America, on behalf of itself and its Local 1180 (herein "CWA" or "Union") as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of work, or other conditions of employment for all employees in the separate bargaining units consisting of the New York, Baltimore, and District of Columbia offices. This agreement covers all of the following units in general terms, unless a particular office is specified with respect to a particular provision. CWA's exclusive representation applies to the following internal job titles, including those who receive senior designation, or any title created in the future doing substantially the same work as those titles covered by the agreement:

1. Accountant
2. Accounts Payable Clerk
3. Advocacy Officer
4. Associate Grant Making Support Officer
5. Associate Legal Officer
6. Associate Librarian
7. Associate Policy Officer
8. Associate Strategy Officer
9. Budget Analyst
10. Communications Coordinator
11. Communications Officer
12. Communications Specialist
13. Editor
14. Events Associate
15. Executive Administrator
16. Executive Assistant
17. Facilities Assistant
18. Finance Assistant
19. Front Office Associate
20. Grant Making Support Officer
21. Grants Analyst
22. Grants Assistant
23. Grants Officer
24. Grants User Support Specialist
25. Information Specialist
26. Legal Analyst

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27. Legal Assistant
28. Legal Officer
29. Legal Specialist
30. Policy Analyst
31. Policy Officer
32. Producer
33. Program Administrative Assistant
34. Program Administrative Officer
35. Program Administrative Specialist
36. Program Budget Analyst
37. Program Coordinator
38. Program Officer I
39. Program Officer 2
40. Program Specialist
41. Project Head
42. Senior Accountant
43. Senior Budget Analyst
44. Special Assistant
45. Strategy Specialist

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

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

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

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

B. The Union will have fifteen (15) business days to review the information provided by OSF. Within that fifteen (15) business days period, the Union may request to initiate negotiations concerning the Job Description and the placement of the job in the salary structure. If negotiations are not requested within that time frame, the placement of the job will be final.

C. If a change in a role results in a demotion (i.e., an employee changes from a

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higher level and/or grade position to a lower level and/or grade), the affected employee will have fifteen (15) business days of notification of the demotion to access the severance payment provisions of this Agreement. The notification period shall be paused in accordance with approved leaves of the employee.

Section 5. Fixed Term Employees Other Than Fellows

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

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service.

- G. For the avoidance of doubt, this provision does not apply to any individual engaged as a fellow for the organization.
- H. For the avoidance of doubt, any fixed term employee that accepts a full time or part time bargaining unit position will remain or immediately become a member of the Unit.

ATTACHMENT B

ARTICLE 19

BARGAINING UNIT WORK

- Section 1. It is recognized that OSF frequently makes grants to other grant making organizations, that it regularly works with other nonprofit organizations that perform work similar to bargaining unit work, and that OSF currently uses contractors to perform work that may be considered a bargaining unit.
- Section 2. OSF shall have the right to subcontract bargaining unit work. The Employer shall inform the Union before subcontracting bargaining unit work if such subcontracting will result in the permanent reduction in straight time hours of work of existing bargaining unit employees or in the lay-off of any bargaining unit employee in such cases, the Employers will meet with the Union to discuss the effects of that decision on bargaining unit employees. Further, OSF will not fill a bargaining unit position that becomes vacant with an outside temporary staffing agency for a period of more than one (1) year. For the purposes of this Agreement, an employee hired through an outside staffing agency shall be referred to as a temporary agency staff.
- Section 3. OSF may also hire fixed term, non-bargaining unit employees to do bargaining unit work, however such fixed term employees shall not permanently replace existing bargaining unit employees.
- Section 4. Fixed Terms
- A. OSF will make a good-faith effort to keep fixed term employees (as defined in Article 1, Section 5.A as agreed by the Parties in the Extension Agreement dated December 12, 2023) informed as to whether it intends to extend the initial fixed term arrangement as soon as such a decision is made by management.
 - B. Fixed term contracts will include the scope of the work and expected duration of the fixed term period.
- Section 5. Non-bargaining unit personnel (managers, supervisors, and employees in other offices) may continue to perform bargaining unit work. Should bargaining unit work be moved temporarily or permanently to employees in offices not covered by the contract, the Employer shall inform the Union of such changes and shall meet with the Union to discuss the effects of those changes on bargaining unit employees.