

**SUBJECT TO RATIFICATION**

**AGREEMENT**

**by and between**

**Catalist, LLC**

**and**

**Communications Workers of  
America**

**Effective [Ratification Date] – June 30, 2025**

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This agreement is made and entered into [Ratification Date] by and between Catalist, LLC (the “Employer” or “Catalist”) and Communications Workers of America, District 2-13 (“CWA” or the “Union”).

**ARTICLE I**  
**RECOGNITION**

The Employer recognizes the Union as the exclusive representative of employees in the bargaining unit covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, hours of work and other conditions of employment.

Included in the bargaining unit: All full-time and regular part-time employees of the Employer.

Excluded from the bargaining unit: Temporary employees, interns, fellows, managers, guards, confidential employees, and supervisors as defined by the National Labor Relations Act.

**ARTICLE II**  
**UNION SECURITY**

A. Effective thirty (30) days following the effective date of this Agreement, each employee employed on or before such effective date 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.

B. Employees covered by this Agreement employed after the effective date thereof shall, on or after 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.

C. The foregoing shall be subject to any prohibitions or restrictions contained in the applicable state laws or the laws of the District of Columbia.

### **ARTICLE III**

#### **PAYROLL DEDUCTION OF DUES**

A. The Employer shall collect Union dues semi-monthly through payroll deductions from the employee's pay, beginning in the next open semi-monthly payroll period following receipt of a written authorization form signed by the employee and delivered by the Union to the Employer. This authorization shall continue in effect until canceled by written notice from either the Secretary-Treasurer of the Union or the employee as set forth in the Payroll Deduction Authorization for Union Dues card. The Employer shall electronically remit the amount so deducted to the designated representative of the Union on a monthly basis by the tenth (10th) working day in the month following the month in which the dues were collected and furnish the Union a list of employees for whom such deductions have been made and the amount of each deduction.

B. The Employer shall bear all administrative costs of dues deduction as set forth in A above, except that the Union agrees to print the dues deduction authorization cards.

C. The Union indemnifies the Employer and holds it harmless against any and all claims, demands or other forms of liability brought against the Employer by any party that may arise out of any action taken by the Employer in fulfilling the terms of paragraphs (A) and (B), including liability for any refund of all or any part of the dues and/or initiation fees deducted from the wages of any employee and transmitted to the Union pursuant thereto. The Employer shall promptly notify the Union of any claim for such refund and the Union shall thereupon refund such amounts to the Employer within ten (10) business days and bear all other responsibility therefor including, without limitation, payment of all costs and expenses, including reasonable attorneys' fees and court costs, in connection therewith.

### **ARTICLE IV**

#### **MANAGEMENT RIGHTS**

Except to the extent expressly abridged, delegated, granted or modified by a specific provision of the Agreement, the Employer reserves and retains, solely and exclusively, all of its rights to manage its business and nothing herein shall be construed

to limit the Employer's exclusive right to manage its facilities and direct its workforce. The Employer alone shall have the authority to determine and direct the policies and methods of operating the business, without prior negotiation with the Union. Subject to and as modified by the specific provisions of this Agreement, the rights of management include, but are not limited to: the right to plan, direct, and control operations; the right to direct the work force including the right to assign duties to bargaining unit employees and determine job content; the right to assign bargaining unit work to non-bargaining unit personnel; the right to determine the size of the work force and to hire, layoff, recall, promote and demote bargaining unit employees; the right to establish, modify, eliminate, and enforce compliance with all Employer policies, including but not limited to rules, regulations, and handbook or other written work performance or conduct standards; the right to develop and implement performance management/evaluation programs; the right to discipline, suspend, or discharge bargaining unit employees; the right to plan, direct, control, subcontract, continue, discontinue, sell, close, or relocate all or any part of any operation; the right to determine or alter the nature of the business; the right to determine and change the method and manner of operations and the number of bargaining unit employees necessary to perform such operations; the right to expand, reduce, alter, combine, transfer, assign, or cease any job, job classification, department, or operation; the right to introduce or change technology, methods of operation, processes, products, and equipment; the right to determine the number and type of equipment, materials, and supplies to be used; the right to determine hours of work and establish, change or modify working shifts and schedules; and the right to require bargaining unit employees to work in any covered job classification.

## **ARTICLE V**

### **UNION REPRESENTATION**

A. The Local shall provide written notice to the Company of the individuals employed by the Company who are designated as Union Stewards.

B. Up to two (2) duly authorized Union representatives shall be permitted to access the Company's facility at the same time to confer with the Company and/or employees for the purpose of verifying the performance of this Agreement, provided that

such representatives provide twenty-four (24) hours' advance notice, except in urgent circumstances, of the visit to Human Resources or their designee, comply with all visitation rules, and do not interfere with the work to be performed by the employees.

C. The Company shall provide the Union with a bulletin board in a mutually-agreeable location in its facility for the Union to post Union notices.

D. Union Stewards shall be granted time off with pay when attending grievance meetings with management during working hours. All other Steward activities shall be conducted outside of working hours.

E. If the needs of the business allow, in the sole determination of the Company and if the Union has given at least one (1) week's notice, Union Stewards may be excused without pay for five (5) days per calendar year to attend Union trainings and/or conventions. If a Union Steward has a need to request more than five (5) days for training, they can submit a request for such days in accordance with the first sentence of this paragraph.

## **ARTICLE VI**

### **ESTABLISHMENT OF NEW TITLES**

In the event that Catalist creates a new title in the bargaining unit, Catalist shall give the Union notice of the new title and the temporary salary it has established for the title. The Union shall have thirty (30) days from the date of notice to request and bargain over such salary. If the Union does not make a request to bargain within thirty (30) days of notice from Catalist, the temporary salary shall become permanent.

## **ARTICLE VII**

### **WAGE SCHEDULES**

#### **A. Minimum Salaries**

The amounts set forth in this Agreement are minimum amounts and nothing herein shall prohibit the Employer from paying employees amounts above such minimums in its discretion.

Each bargaining unit position shall be assigned to a salary grade, and each grade shall be divided into steps. Grade 1 Step 1 starts at \$52,000. Each step within each grade

is equal to the previous step plus three percent (3%). Each grade is equal to the previous grade plus twelve percent (12%). Appendix A contains the salary grades and steps for each bargaining unit position.

Effective the first day of the first payroll period following the ratification of this Agreement, any bargaining unit employee who is below the minimum salary grade for their position, shall be moved to the minimum salary grade for their position.

All bargaining unit employees who are employed as of the Ratification Date shall receive a one-time ratification bonus of six hundred dollars (\$600), which shall be paid within thirty (30) days of the Ratification Date.

### **B. Job Titles**

As indicated in Appendix A, certain job titles span more than one salary grade. A bargaining unit employee's Appendix A job title shall be reflected in Namely (or its replacement system).

### **C. Annual Increases**

In 2022, following the ratification of this Agreement, any bargaining unit employee who (i) is already at or above the minimum salary grade for their position and (ii) has not received an increase in 2022, shall move up to the next closest step in their salary grade on the first day of the month following their anniversary date. Thereafter, in each year of this Agreement (2023, 2024, and 2025), effective upon the first day of the month following each bargaining unit employee's anniversary date, they shall move up one step in their salary grade (a three percent (3%) salary increase). Any employee who is above step 8 for their position shall receive an annual increase of three percent (3%) in each year of this Agreement (2023, 2024, and 2025). The Employer may, in its discretion, provide increases and/or bonuses to employees, in addition to the annual step increases, based on merit or any other non-discriminatory factor.

### **D. Promotions and Transfers**

Promotions are defined as an employee accepting a position in a higher salary grade. When an employee is promoted, their new salary is determined as follows: their current salary is matched against the steps in the new salary grade, and the next highest step for the new title is chosen. Bargaining unit employees shall be eligible for promotions in December and June of each calendar year, following completion of their first full year of employment. (For example, an employee hired on May 1, 2022, shall be

eligible for a promotion in June 2023.) Any salary increase as a result of a December promotion shall be effective January 1 and any salary increase as a result of a June promotion shall be effective on July 1.

Transfers are defined as an employee accepting a position in their same salary grade. In the event of a transfer, the employee shall retain their current step.

## **ARTICLE VIII HOLIDAYS**

### Official Employer Holidays are:

New Year's Day (January 1)

Dr. Martin Luther King Jr.'s Birthday (Third Monday in January)

Presidents Day (Third Monday in February)

Memorial Day (Last Monday in May)

Juneteenth (June 19)

Independence Day (July 4)

Labor Day (First Monday in September)

Indigenous Peoples' Day (October 11)

Veterans Day (November 11)

Thanksgiving and the following day (Fourth Thursday and Friday in November)

Christmas Eve and Christmas Day (December 24 and 25)

New Year's Eve (December 31)

When a holiday falls on a Saturday, it shall be observed the preceding Friday. When a holiday falls on a Sunday, it shall be observed the following Monday. The Employer reserves the right, in its sole and reasonable discretion, and with notice to the Union, to modify the list of recognized holidays, in the event of business necessity or other unknown or unforeseen factors with respect to its business operations. However, the Employer shall not modify the list to fewer than fourteen (14) recognized holidays.

**ARTICLE IX**  
**VACATION**

During the first year of employment, employees will accrue one (1) vacation day per calendar month. Thereafter, employees will be granted fifteen (15) days of vacation per employment year on their anniversary date. Vacation shall be issued at the beginning of each employment year, excluding the first year of employment. An employee may roll over up to five (5) unused days of vacation time to the next year, or a greater amount if required by applicable state law, up to a cap of twenty (20) vacation days per year. Accrued, unused vacation time is paid out upon termination of employment. In addition to vacation, employees will be allowed three (3) personal days per calendar year, to be used as needed, but no more than one (1) personal day may be used in any calendar month unless approved in advance by a supervisor.

**ARTICLE X**  
**BENEFITS**

A. Health Care Benefits

Catalist shall offer medical, dental, vision, and prescription drug insurance to all full-time employees starting the first day of the month following the date of hire.

B. Health Care Committee

There shall be a Joint Healthcare Committee comprised of two (2) representatives from the bargaining unit and two (2) representatives from Catalist. The committee shall meet once a year in either August or September for the purpose of sharing information about the existing health care benefits and for employees to provide feedback about existing health care benefits.

C. Retirement Benefits: 401(k) Safe Harbor Plan

Catalist shall offer a 401 (k) Safe Harbor Retirement Plan to all full time, permanent employees. Qualified employees shall be enrolled on their first day of employment. Catalist shall contribute three percent (3%) of the employee's annual base cash compensation into the plan for each eligible participant. Employees may contribute from their salary up to the legal limit set forth by the IRS.

D. In the event that it is necessary to make a change(s) to any of the benefits set forth in this Article, the Employer shall have the right to do so provided it notifies

the Union thirty (30) days in advance of the effective date of such change(s), and the Parties shall discuss such change(s) before implementation.

## **ARTICLE XI**

### **SICK LEAVE**

A. All employees shall be granted six (6) days of sick leave with pay upon hire and on their anniversary each year.

B. Employees may carry over unused sick leave to subsequent years of employment. Employees may use a maximum amount of six (6) days of sick leave a year. Unused sick leave shall not be paid to employees upon separation of employment.

C. The Employer may require employees to provide reasonable certification of paid leave of three (3) or more days.

D. The requirements of the Washington D.C. Paid Safe and Sick Leave Act are waived pursuant to DC Code § 32-531.06(b) because at least three (3) paid leave days are provided herein.

## **ARTICLE XII**

### **PARENTAL LEAVE**

Employees shall receive twelve (12) weeks paid leave for the birth, adoption, or placement of a foster child. This leave must be taken within the first year of the child's birth, adoption, or placement. Parental leave can be used in conjunction with additional vacation leave if requested in advance of parental leave. Approval to use parental leave must be in writing signed by the employee's Department Director, and submitted to the Human Resources Department. An eligible employee who wishes to request parental leave under this policy shall consult and coordinate with their Department Director as to the specific days being requested.

## **ARTICLE XIII**

### **MILITARY LEAVE**

A. Catalist shall provide employees who serve in the armed services with all rights and privileges afforded to them by the Uniformed Services Employment and Reemployment Rights Act (“USERRA”) and any other applicable federal and state laws.

B. Employees must provide Catalist with notice of their need for leave under this provision as far in advance as is reasonable under the circumstances.

C. Time spent in such service shall be considered time with the Employer in computing severance pay, vacation, and all other benefits which depend in whole or in part upon the length of service with the Employer.

D. If an employee’s salary is greater than the compensation provided by the government, Catalist shall pay the difference between the employee’s salary and the government compensation for up to three (3) months of active duty or training.

#### **ARTICLE XIV BEREAVEMENT**

The Employer shall provide each employee up to five (5) paid days to make arrangements for/attend the funeral of a family member. Family members include:

- Spouse
- Domestic Partner
- Child/stepchild and anyone for whom the employee has legal custody
- Parent/stepparent/foster parents/parent-in-law
- Siblings
- Grandparent
- Grandchild

In limited circumstances, bereavement leave may also be granted in the event of the death of any other individual. If an employee needs such leave, they shall notify their immediate supervisor of the circumstances and submit a request for approval. If necessary, the Employer will work with employees on a case-by-case basis to approve additional paid days.

#### **ARTICLE XV NON-DISCRIMINATION**

Neither the Company nor the Union shall discriminate against any employee covered by this Agreement on the basis of race, color, religion, sex (including pregnancy, childbirth, reproductive health decisions, breastfeeding, or related medical condition), marital status, family responsibilities, genetic information, gender identity or expression, sexual orientation, national origin, ancestry, disability, veteran status, political affiliation, union activities or sympathies, or any other characteristic prohibited by law or the Company's policies.

## **ARTICLE XVI**

### **JURY DUTY**

Employees may take necessary leave for jury duty. Employees who are summoned by a court to serve jury duty must immediately notify their supervisor and provide a copy of the summons. Employees who serve jury duty will continue to be paid their regular salary, for up to ten (10) days of jury duty.

## **ARTICLE XVII**

### **LAYOFFS AND SEVERANCE**

An employee who is laid off by Catalist shall receive two (2) weeks' notice or pay in lieu thereof. In addition, they shall receive one (1) week of severance pay for each year of service, prorated to the date of termination, in exchange for executing a separation and general release agreement in the form provided by the Employer and the employee complying with all employment and post-employment obligations therein.

In circumstances where temporary employees and contractors are performing a majority of the bargaining unit work of employees who would be selected for layoff, the temporary employees and contractors shall be separated before laying off bargaining unit employees, unless (i) it is not feasible due to the impact on a project or (ii) the employees who would be selected for layoff are not qualified to perform the work performed by temporary employees and contractors.

## **ARTICLE XVIII**

### **GRIEVANCE AND ARBITRATION**

A. Any dispute or controversy arising out of, or in connection with, the application or interpretation of this Agreement (hereinafter, a “grievance”), shall be settled by and between the duly authorized representatives of the Union and the Company. All grievances must be in writing and specify the contract provision that is alleged to have been violated, the issue being grieved, and the relief sought and must be delivered to the Office of General Counsel or their designee no later than twenty-one (21) calendar days from the date that the facts giving rise to the grievance were known or should have been known with the exercise of due diligence. The Company and the Union shall meet to discuss the grievance within fifteen (15) calendar days of the receipt of the grievance. Nothing herein shall preclude a Shop Steward from discussing a potential or pending grievance with the Company, but such discussion(s) shall not extend any time periods set forth in this paragraph.

B. Any grievance not settled by the duly authorized representatives of the Union and the Company shall, at the option of either party, within fifteen (15) calendar days of the grievance meeting, be submitted to the Federal Mediation and Conciliation Services (FMCS) to request a panel of seven (7) names, and an arbitrator will be chosen by each side striking names from the list, provided that each party shall have the opportunity to reject up to two separate panels in their entirety.

C. The Arbitrator shall not have the power to add to, subtract from, or modify any of the terms of this Agreement. The decision of the Arbitrator shall be in writing and shall be final and binding upon the Company, the Union and the employees. The fees or expenses of the Arbitrator shall be shared equally by the Company and the Union.

D. In the event the time periods set forth in Sections A and B are not adhered to, then the grievance or the arbitration, as the case may be, shall be barred and the Arbitrator shall have no authority to hear or decide it. The Company and the Union may extend the time limits set forth in Sections A and B above by mutual written agreement.

E. No individual employee may initiate any grievance or arbitration proceeding or move to confirm or vacate an arbitration award.

## **ARTICLE XIX**

### **NO STRIKE/NO LOCKOUT**

During the term of this Agreement, neither bargaining unit employees nor the

Union shall cause, authorize, participate in, condone, threaten, sanction, or ratify any strike (whether sit-down, stay-in, sympathy, general, unfair labor practice, or any other kind), slow-down, walk-out, picket, work stoppage, sick out, boycott, concerted refusal to work overtime, or any other concerted interference with the Employer's business or the operation or conduct thereof.

During the term of this Agreement, the Employer shall not lock out bargaining unit employees.

**ARTICLE XX**  
**TERM OF AGREEMENT**

The term of this Agreement shall be from [Ratification Date], to and including June 30, 2025.

ACCEPTED AND AGREED:

**COMMUNICATIONS WORKERS  
OF AMERICA**

**CATALIST, LLC**

By: Michael E. Jones

By:   
Michael Frias (Jul 15, 2022 13:37 EDT)

Date: JULY 14, 2022

Date: Jul 15, 2022

## APPENDIX A SALARY SCALE

Step	3.00%
Grade	12.00%

	Business Development Assoc			Business Development Manager					
CS/M		Marketing Associate							
CS/M		Account Executive – I	Account Executive - II	Sr. Account Executive - I	Sr. Account Executive - II				
ANA			Analyst - I	Analyst - II	Sr. Analyst				
ANA				Data Scientist - I	Data Scientist - II	Sr. Data Scientist - I	Sr. Data Scientist - II		
DATA	Data Acquisition Specialist – I	Data Acquisition Specialist – II							
DATA	Data QA Engineer - I	Data QA Engineer – II							
DATA			Data Engineer - I	Data Engineer - II	Data Engineer - III	Sr. Data Engineer - I			
DATA		Data Services Engineer - I	Data Services Engineer - II	Data Services Engineer - III	Sr. Data Services Engineer - I				
TECH			Software QA Engineer - I	Software QA Engineer - II	Software QA Engineer - III				
TECH			Tools Support Specialist						
TECH				Software Engineer - I	Software Engineer - II	Sr. Software Engineer - I	Sr. Software Engineer - II	Sr. Software Engineer - III	Sr. Software Engineer - IV
TECH				Integrations Engineer - I	Integrations Engineer - II	Integrations Engineer - III	Sr. Integrations Engineer – I		
TECH				Infrastructure Engineer - I	Infrastructure Engineer - II	Infrastructure Engineer - III			
	<b>Grade 001</b>	<b>Grade 002</b>	<b>Grade 003</b>	<b>Grade 004</b>	<b>Grade 005</b>	<b>Grade 006</b>	<b>Grade 007</b>	<b>Grade 008</b>	<b>Grade 009</b>
Step 1	\$52,000.00	\$58,240.00	\$65,228.80	\$73,056.26	\$81,823.01	\$91,641.77	\$102,638.78	\$114,955.43	\$128,750.09
Step 2	\$53,560.00	\$59,987.20	\$67,185.66	\$75,247.94	\$84,277.70	\$94,391.02	\$105,717.94	\$118,404.10	\$132,612.59
Step 3	\$55,166.80	\$61,786.82	\$69,201.23	\$77,505.38	\$86,806.03	\$97,222.75	\$108,889.48	\$121,956.22	\$136,590.97
Step 4	\$56,821.80	\$63,640.42	\$71,277.27	\$79,830.54	\$89,410.21	\$100,139.43	\$112,156.17	\$125,614.91	\$140,688.69
Step 5	\$58,526.46	\$65,549.63	\$73,415.59	\$82,225.46	\$92,092.51	\$103,143.62	\$115,520.85	\$129,383.35	\$144,909.36
Step 6	\$60,282.25	\$67,516.12	\$75,618.06	\$84,692.22	\$94,855.29	\$106,237.93	\$118,986.48	\$133,264.85	\$149,256.64
Step 7	\$62,090.72	\$69,541.61	\$77,886.60	\$87,232.99	\$97,700.95	\$109,425.06	\$122,556.07	\$137,262.80	\$153,734.33
Step 8	\$63,953.44	\$71,627.85	\$80,223.20	\$89,849.98	\$100,631.98	\$112,707.81	\$126,232.75	\$141,380.68	\$158,346.36