

**Agreement between  
Northeast Region Organizing Project**

**and**

**Washington-Baltimore Newspaper Guild, TNG-CWA Local  
32035**

*July 1, 2019 to June 30, 2022*

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## ARTICLE I: RECOGNITION

**SECTION 1.** The Northeast Region Organizing Project, hereafter referred to as the Employer, recognizes the Washington-Baltimore Newspaper Guild, TNG-CWA Local 32035, herein after referred to as the Union, as the exclusive bargaining agent for employees in the following job categories:

1. Organizer in Training;
2. Organizer;
3. Senior Organizer;
4. Lead Organizer and
5. Special Campaign Support.

Excluded from the bargaining unit are supervisors and managers as defined by the Act, and any temporary employee on release time employed for a specific campaign not to exceed six (6) months.

**SECTION 2.** The employer recognizes the Washington-Baltimore Newspaper Guild, TNG-CWA Local 32035 NEROP Stewards Council (from herein referred to as the Stewards Council) as the official entity representing bargaining unit members in day-to-day interactions with NEROP management and immediate supervisors.

## ARTICLE II: UNION SECURITY/CHECKOFF

**SECTION 1.** Employees covered under this Agreement must become members of the Washington-Baltimore Newspaper Guild, TNG-CWA Local 32035 upon completion of thirty (30) days of employment. It is a continuing condition of employment with the Northeast Region Organizing Project that all employees covered by this Agreement shall be and remain good standing members of the Guild. Persons losing their membership in the Guild shall not be retained in the employ of the Northeast Region Organizing Project after receipt by the employer of official notice from the Guild: subject to any applicable provisions of the National Labor Relations Act of 1947, as amended.

**SECTION 2.** Accepting Checkoff Deduction of Union Dues.

The parties to this Agreement agree to cooperate in every reasonable way in carrying out the provisions hereof. During the life of this Agreement or any extension thereof, upon written assignment from an employee, the Employer shall deduct union membership dues, including initiation fee, if applicable.

**SECTION 3.** Authorization.

The assignments shall be in the following forms:

I, \_\_\_\_\_, hereby authorize and direct the Northeast Region Organizing Project in accordance with any bargaining agreement thereof, to deduct from my pay

in monthly installments union membership dues including initiation fee (if applicable) charged against me by the Washington-Baltimore Newspaper Guild, TNG-CWA Local 32035.

I hereby authorize the Employer and direct the Employer to transfer and pay such sums to the Financial Secretary of the Washington-Baltimore Newspaper Guild, TNG-CWA Local 32035. This assignment shall be irrevocable and will be automatically renewed for each succeeding Agreement.

## ARTICLE III: EMPLOYER'S RIGHTS

**SECTION 1.** All of the rights, powers, prerogatives, and authority of the management of the Employer's operations, except as limited by this contract, are retained by the Employer and remain exclusively within the rights of management. This includes, but is not limited to, the right to:

- direct its employees;
- transfer employees; and
- discipline and discharge employees

**SECTION 2.** It is understood and agreed that the rights of management shall be deemed only to be limited by express provisions of the Agreement and not by implication or construction. The failure of the Employer to exercise its full rights of management or discretion on any manner or occasion shall not be a precedent or binding on the Employer, nor the subject or basis of any grievance nor admissible in any grievance proceeding.

**SECTION 3.** Any of the rights, powers, or authority that the Employer has prior to the signing of this Agreement are retained by the Employer, except those specifically abridged, delegated, granted to others, or modified by this Agreement or by any supplementary agreements that may be hereafter be made.

## ARTICLE IV: INFORMATION

Within five business days of the hiring of a new employee or the implementation of a new organizing project, the employer shall provide to the Local the following:

- name, address, date of birth;
- date of hire;
- salary;
- benefits received and  
current work location and telephone number and email address.

Once annually, the employer will provide all of the above information to the Local. The Employer shall report any resignations, deaths, promotions within or out of the bargaining unit to the Local within five business days of the event

## ARTICLE V: DIVERSITY AND NON-DISCRIMINATION

NEROP management is committed to the recruitment, training, and promotion of people from diverse backgrounds including people of color, women, people of a variety of gender identities and sexual orientations, and working class people. We believe that our strength comes from diversity and the variety of knowledge, skills, and lived experiences that a diverse staff brings.

There shall be no discrimination against any present or future employee by reason of race, creed, color, religion, national origin, sex, sexual orientation, age, physical or mental disability, union membership, or political activity.

## ARTICLE VI: HIRING

**SECTION 1.** All project staff shall be notified in writing at the time of appointment of the nature of their appointment. See Appendix I for copy of form letter.

### **SECTION 2.** Probationary Period

All employees covered by this Agreement shall have a probationary period of eight (8) months. At three (3) and six (6) months, employees will be evaluated with the attached evaluation protocol (Appendix III). The probationary period ends at eight (8) months but may be extended for an additional three (3) months with approval of the Guild. The employee and Guild shall be notified in writing of the reasons for the extension, and will be provided with a detailed improvement plan.

Review of the extended employee's performance shall be conducted at the 45th day of the extension. Such extended probation shall be ended prior to the expiration of the additional three (3) months, if in the opinion of the Regional Director, the performance, as determined in the 45 day review, has improved to what is expected of a non-probationary employee.

Employees of AFT affiliates hired into NEROP with more than six (6) months of service will have three (3) month credited towards their probationary period; those with more than (1) one year of service shall have six (6) months credited towards their probationary period.

AFL-CIO Organizing Interns and AFT Organizing Interns who continue employment shall have one month of the intern service applied toward the probationary period.

In the event that a probationary employee is terminated, said employee shall have the right to a written explanation from the Northeast Regional Director, and the decision of the Northeast Regional Director shall be final and binding.

### **SECTION 3.** Evaluation Protocol

Upon completion of the three-month and six-month evaluations, a copy will be furnished to the employee and to the Steward Council within 10 business days.

A copy of the evaluation must be submitted to the employee for signature. If there is a disagreement the employee may respond in writing to be placed in the employee's personal file.

## ARTICLE VII: DUTIES AND RESPONSIBILITIES OF EMPLOYMENT

### **SECTION 1. Supervision**

All organizing staff shall work under the direct supervision of national staff or state federation staff.

**SECTION 2.** All employees covered by this Agreement agree to devote full-time, in the usual sense of the word, to service on behalf of the employer under direction and supervision of the Project Director. Situations requiring staff to work on weekends do arise, and the employees recognize that they may be required to work on weekends.

**SECTION 3.** All employees covered by this contract shall call or email the Regional Coordinator that they are taking a sick or leave day by noon of the day of the absence.

### **SECTION 4. Adjusting Work Schedules**

The parties agree, that except as limited by the CBA, employees may need to work long days and weekends and are subject to assignment outside the Northeast region. To assist employees in balancing conflicts between work and family commitments, the Employer and the Union recognize the value, desirability, and need for flexible work schedules and arrangements either on a regular or ad-hoc basis. Existing flexible work schedules and arrangements will be maintained, subject to the Employer's approval.

Flexible work schedules for employees will be agreed on within each project to assure that the project is adequately staffed for campaign needs. With the approval of the campaign manager, an employee may adjust her or his work day provided that she or he works the number of hours of a standard work week. Requests will not be unreasonably denied.

### **SECTION 5. Titles and Expectations**

Organizer-in-Training is a new organizer with little or no labor organizing experience. The organizer in training will take turf and the usual responsibilities of an organizer but will be heavily mentored by the lead and campaign director. An organizer in training will be promoted to Organizer at the end of their probationary period. Only those candidates with less than four (4) months of labor organizing experience will be hired as an Organizer-in-Training.

Organizer is a capable organizer who may have little to some union organizing experience.

Lead Organizer is an organizer with strategic and operational responsibility, with additional responsibility for planning and conducting all elements of the organizing campaign. Lead

Organizers are not supervisors of project staff and cannot direct the work of fellow unit members or make recommendations to project supervisors and directors concerning their performance.

#### **Section 6. Hiring for Organizer-in-Training**

Organizer-in-Training (OIT) is a new organizer with little or no labor organizing experience. Only those candidates with less than four months of labor organizing experience will be hired as an Organizer-in-Training. A project will not be staffed entirely with OITs. This does not apply to project with less than 3 organizers or where an OIT is assigned to work as part of a state federation team or local staff.

#### **Section 7. Initial Development Plan**

Within three (3) weeks of hire the campaign director will provide the OIT with a written three month development plan. The development plan will be attached to their evaluation. The OIT will go on the priority list for the next AFT run organizer training, or similar, and must attend within the first year of their employment. A campaign director can reschedule attendance for the training due to campaign needs only once.

#### **Section 8. Reassignments for OIT**

If an OIT is reassigned temporarily or permanently to another campaign or project the campaign director on that assignment will be informed of their OIT status.

#### **Section 9. Duties of an OIT**

During their first month OITs will not be solely responsible for turf.

#### **Section 10. Regular Meetings with Campaign Director**

During the first three months the OIT will have monthly, in-person check-ins with the campaign director specifically to discuss progress on the initial development plan. The campaign director will provide informal feedback and direction on areas of growth and how the OIT can continue to improve basic organizing skills necessary for the campaign and their position.

At the end of the first three months the OIT and campaign director will identify the skills that have been developed and the skills that need to be developed, and adjust the plan to support continued growth and development. By way of illustration, but not limitation, additional support to aid in an OIT's further development may include the following:

- Additional training conducted by the campaign director on specific topics relevant to the campaign
- Other training beyond that provided by the campaign director or NEROP
- Provision of additional written training material
- More frequent role-plays, joint organizing conversations (i.e., going on doors together), or debriefs with the lead or campaign director

- In addition to the monthly meeting with the campaign director, additional check-ins can occur

In all cases, the campaign director will have at least one additional in-person check-in with the OIT between the third and sixth months of the OIT's employment.

### **Section 11. Promotion from OIT to Organizer**

The OIT shall be considered for promotion to Organizer by the seventh month of employment. In the event the OIT is not promoted at seven (7) months, the campaign director shall lay out a clear written plan of continued development that will result in promotion at 12 months if satisfactorily completed.

## ARTICLE VIII: RESPECT IN THE WORKPLACE

**Section 1:**NEROP and the Union agree that mutual respect between and among managers, employees, co-workers, and supervisors is integral to the effective functioning of NEROP.

NEROP, as a union employer, recognizes that it has a duty to maintain a high standard of conduct with its employees. To that end, the employer agrees to maintain a fair, professional, and respectful work environment consistent with union principles and to treat its employees fairly, professionally, and respectfully. Recognizing the diverse and multicultural makeup of NEROP and its membership, NEROP commits to treating their employees with respect, dignity, and sensitivity to their unique needs and culture.

**Section 2:** Workplace Bullying Policy:

Workplace bullying is defined as, but not limited to, unreasonable, offensive, humiliating, undermining, alienating behavior or language towards an individual or groups of employees. It includes both physical and psychological abuse. Workplace bullying will not be tolerated in NEROP.

Workplace bullying can be carried out in a variety of ways including in person verbal or physical abuse, through email, text messages, internet chat rooms, instant messaging or other social media. In some cases, workplace bullying can continue outside of the workplace.

**Section 3. Sex Harassment** The employer takes the topic of sex harassment very seriously and is deeply committed to a moving toward a harassment-free environment.

A six-person labor-management committee will be established upon ratification of this agreement to deal with sexual harassment and bullying, with the first meeting no later than October 1, 2019, to discuss potential resolutions to these serious issues. Mutually agreed upon procedures shall be reduced to writing.



## ARTICLE IX: REASSIGNMENT, REDUCTION, AND RECALL OF STAFF

**SECTION 1.** Organizing staff may be assigned to any campaign within the region and may be required to relocate if, in the judgment of the Project or Regional Director, the assignment warrants. In the event organizing staff relocates as a result of his/her reassignment, the Employer will pay \$1700 toward the cost of the move, provided that it is at a distance of at least fifty (50) miles. If the employee chooses not to relocate, he or she shall be placed on layoff status and subject to the recall and severance provisions below. Reassignments which result in a reduction of staff on a given project will occur in reverse order of seniority based on the employee's hire date within the region.

If an employee must relocate for a new assignment, provided it is at a distance of at least fifty (50) miles, the employee shall be given three (3) days of paid leave for the move.

**SECTION 2.** If organizing staff must be laid off, reduction shall occur within the affected project in reverse order of seniority based on the employee's hire date within the region.

**SECTION 3.** Employees on layoff status shall be placed on a recall list for one (1) year and shall be recalled, in order of seniority, provided the most senior organizer is qualified, for all created or vacated positions within the region during that period.

**SECTION 4.** In the event that a layoff is possible or being considered, the Employer will call a meeting to discuss the Employer's operational needs and projections for the future of the Project. Such a meeting shall include the affected employees

**SECTION 5.** In the event that a layoff cannot be avoided, the Employer shall inform all affected employees and the Union, in writing, thirty (30) days prior to reduction of staff. Seven (7) days following the announcement, the affected employees will be relieved of assigned work.

**SECTION 6.** The Employer shall provide laid-off employees with severance pay and benefits in the following manner:

- Employees with less than one year of service will receive four (4) weeks' severance pay and one month of benefits.
- Employees with one or more years of service will receive four (4) weeks' severance pay and two (2) months of benefits plus one (1) additional week of severance pay for every year of service or fraction thereof.

## ARTICLE X: PROGRESSIVE DISCIPLINE

No employee shall be discharged or disciplined without just cause. Probationary employees shall not have the right to enforce this provision under the grievance procedure of the Agreement.

Verbal warnings, written reprimands, letters of suspension, and letters of termination will be provided to the employee and will contain the reason for said discipline. An employee required to attend a disciplinary meeting with a supervisor or a manager, or an investigatory meeting that could lead to discipline, shall be notified of their right to have a union representative present. All written disciplinary notices will be sent by either registered mail, delivered in person, or sent by email within five (5) business days, and provided to the Guild in the same timeframe.

All letters containing derogatory notations shall be removed from an employee's file two (2) years after issuance.

The four stages of progressive discipline are as follows:

1. Verbal warning and comprehensive counseling
2. Written warning with written improvement plan
3. Final written warning including suspension without pay
4. Termination

If the action taken by the employee is egregious, the employer may move directly to a later stage of this process.

## ARTICLE XI: GRIEVANCE PROCEDURE

It is agreed that the differences arising as to the interpretation of application for the terms of this Agreement shall be discussed by the parties and every effort will be made to settle differences in a spirit of amity and understanding.

**Step 1.** The grievant/union shall bring his/her grievance to his/her immediate supervisor with the object of resolving the matter informally. This step shall be taken no later than fifteen (15) business days (Monday-Fri, excluding holidays) after the date on which the action giving rise to the grievance occurred or the grievant or union shall have been aware of the action. Any resolution at this level shall be in accordance with the terms and conditions of this Agreement and shall be conveyed to the grievant.

**Step 2.** If the grievant or union finds the outcome of Step 1 to be unsatisfactory, he/she/union shall file a written notice to the Regional Director, setting forth the nature of the grievance and referring to the article(s) violated and/or to the conditions from which the grievance arises. This step must be taken within twenty (20) business days of the resolution at Step 1. The

Regional Director shall meet with the grievant and representative of the Union within twenty (20) business days of receipt of the written notice. The Regional Director shall respond in writing within twenty (20) business days of the step 2 meeting.

Step 3. If a satisfactory settlement is not reached, the union may, within twenty (20) business days of the receipt of the Step 2 decision, notify the Employer of its intent to arbitrate the dispute. Upon such notification, the Union will refer the case to the American Arbitration Association; and the arbitration shall be conducted according to the rules of the American Arbitration Association. All timelines throughout the entire grievance procedure may be extended upon the mutual agreement of both parties. Costs of the arbitration shall be borne equally by the Employer and the union.

## ARTICLE XII: LEAVE DAYS

### **SECTION 1. Vacation Days**

A total of twelve (12) vacation days will be accrued annually at the combined rate of one (1) day for each month of employment. For each subsequent year of employment, the annual accrual rate shall increase by two (2) days to a maximum of twenty-five (25).

An employee may draw from total vacation leave prior to the actual accrual of such time. If an employee has accumulated unused vacation leave time at the end of the year, up to six (6) days will be carried over into the next year; however, all other unused leave will not be carried over. If for any reason the employee terminates his or her employment prior to one year, any vacation leave expended beyond the actual accrued time shall be deducted from his or her final paycheck at the rate of one-day's wages for each day. In the event the employee terminates his/her employment with unused vacation days, he/she will receive cash payment of the remaining days up to one-year's entitlement plus carry-over from the previous year.

### **SECTION 2. Personal Days**

Employees will be granted a total of three (3) personal days on their date of hire and on his or her anniversary date thereafter. Personal days cannot be carried over.

### **SECTION 3. Vacation/Personal Leave Requests**

Any vacation or personal leave time must be requested in writing and submitted for approval to the Project Director in advance.

### **SECTION 4. Religious Holiday**

Each employee shall be entitled to one (1) religious holiday each year.

### **SECTION 5. Compensatory Days**

For every weekend day worked, one (1) compensatory day shall be accrued, except when an employee is required to work fourteen (14) consecutive days, the employee shall receive two (2) compensatory days for every weekend day worked. Compensatory days must be used within one

(1) year of accrual. If the demands of the project do not allow for the timely use of these days, the time period for their use shall be extended.

**SECTION 6. Sick Leave**

Sick leave shall be accrued at the rate of one-and-one-quarter (1.25) days per month of employment for a total of fifteen (15) days per year. The total accrual shall not exceed fifty (50) days. At the end of two years, each employee shall accrue sick days at the rate of one-and-seven-tenths (1.70) days per month for a total of twenty (20) days per year. Employees may use available sick leave to care for parents, spouses, children, or significant other persons.

Employees absent for three (3) or more consecutive work days may be required to provide a doctor's note documenting the illness.

In the event of a layoff, employees shall be paid for unused sick leave for up to a rate of one-half of his/her total accrual.

**SECTION 7. Bereavement Leave**

All employees covered by this Agreement shall be granted five (5) days' leave with pay in case of death of a significant relation. In a case where the Campaign Manager has concerns about a request, he or she may request more documentation. In addition, necessary time off for travel purposes as measured by the fastest practical mode of transportation shall be granted upon request of the employee when, in the Employer's judgment, such additional time is warranted. An organizer may also use personal and/or sick leave to fulfill family bereavement commitments.

**SECTION 8. Parental Leave**

All NEROP employees are eligible for twenty-five (25) days off with pay, to be used within one year of the birth or adoption of a child. In addition to the paid parental leave, an employee may use accumulated vacation, sick, personal, religious, compensatory time, rescheduled Holidays and unpaid leave, and may utilize the sick leave bank for up to one year after the birth or adoption. The Employer will continue paid health benefits for up to six (6) months while an employee is on parental leave. Paid parental leave need not be taken on consecutive days. Upon return from such leave, the employee shall be returned to his/her same job. Such leaves shall not constitute a break in service, and employees on leave shall continue to accrue all benefits under this agreement.

**SECTION 9. Jury Duty**

In the event an employee is called to serve on jury duty, the employer shall pay the employee the difference between his/her regular salary and the payment received from the court excluding travel and meal expenses.

The employee is responsible for submitting proof of jury duty attendance to the Regional Coordinator.

**SECTION 10. Unpaid Leave**

Unpaid leaves of absence may be granted to an employee who requests such leave for a period of up to twelve (12) months.

### **SECTION 11. Family Medical Leave**

In compliance with the Family Medical Leave Act:

Employees covered by this agreement are eligible to take leave to care for qualified family members (including domestic partners) and medical reasons. The leave will be without pay unless the employee elects to use any of their accumulated leave. All leave used, paid or unpaid, will be applied to the limits of entitlement under the FMLA. NEROP will continue current healthcare coverage for up to four (4) months while an employee is on an FMLA leave.

## ARTICLE XIII: LEAVE DONATION BANK

The Leave Donation Bank (LDB) shall be administered jointly by NEROP and the NEROP Staff Union. Any employee who resigns or whose employment is terminated will have up to ten (10) days of their accrued sick leave transferred to the LDB. In addition, employees may donate to the bank during the last week of each month.

When an employee has exhausted his or her leave days and needs more days to cover a personal illness or injury, or the illness or injury of an immediate family member, he or she - or a designated representative - will make a request to both the Chief Steward and designated management representative. There is no limit to the number of days the employee may request.

The decision to grant LDB access will be made by a committee consisting of two (2) Guild members and one (1) designated management representative. Upon approval, the Steward Council will issue a request for contributions to the membership.

Each employee shall have the option of participating in the LDB, including probationary employees. Employees may donate as many leave days as they have accrued. A leave day is defined as a sick day, a vacation day, a religious holiday, a compensatory day, or a personal day.

Pledged leave days will be formally transferred to recipient employees only at the end of a pay period. This will ensure that any unused leave days are never actually transferred until they can in fact be used by the recipient employee. In the event that employees drawing from the LDB are unable to use all days donated by bargaining unit members in a six-month period, those remaining days will be divided by the number of contributors and returned to them.

The Union will meet with management to evaluate the implementation of the above paragraph one (1) year from the ratification of this agreement.

## ARTICLE XIV: HOLIDAYS

**SECTION 1.** Employees shall receive the following paid holidays:

1. New Year's Day
2. Dr. Martin Luther King, Jr.'s Birthday
3. Presidents' Day
4. Memorial Day
5. July 4
6. Labor Day
7. Indigenous People's Day (second Monday of October)
8. Veterans' Day
9. Thanksgiving Day (Thursday)
10. Day after Thanksgiving Day (Friday)
11. December 24 through December 31 (if holidays fall on weekend days NEROP will follow the AFT holiday schedule)

**SECTION 2.** An employee required to work on any of the above days shall receive a compensatory day off to be used within one (1) year of the holiday worked, with the approval of the Project Director

## ARTICLE XV: PENSION AND SECTION 125/CAFETERIA PLAN

**SECTION 1.** All full-time employees covered by the Agreement shall have an employee-contributable 401(k) pension plan. The employer shall contribute an amount equal to four percent (4%) of the employee's salary each year through monthly direct-deposit contributions to each full-time employee covered under this Agreement. The employee shall have ownership of his/her plan upon termination for any reason at any time.

**SECTION 2.** NEROP will maintain a Section 125 Plan.

## ARTICLE XVI: HEALTH AND HOSPITALIZATION INSURANCE

**SECTION 1.** The employer agrees to provide to all employees and their dependents, including domestic partners Family Blue Cross and Dental insurance coverage. Part-time employees will have access to and be allowed to purchase, at the employee's expense, the insurances described here. After completing one (1) year of employment, a part-time employee, working at least twenty (20) hours per week, is eligible for an employer contribution toward the insurances described herein on a pro-rated basis based upon hours worked, not to exceed 100 percent of the

individual monthly premium. Employees who are offered full-time employment in their existing project and choose to work part-time will not receive the employer contribution described here.

Effective, July 1, 2020, all employees will contribute \$37.50 per month toward the cost of health insurance through payroll deduction.

**SECTION 2.** Each employee shall be eligible for group coverage with a life insurance policy in the amount of \$50,000 and accidental death and dismemberment insurance with a limit of \$50,000. In the event an employee does not qualify for group coverage life insurance for medical reasons, an amount equal to the average premium that would have been paid is allowed for coverage in another type of insurance market.

**SECTION 3.** If an employee is covered under another form of health insurance, he/she may choose not to accept employer-paid coverage. If an employee chooses not to accept the health and hospitalization insurance benefits described in Sections 1 and 2, the employer shall establish a health and welfare fund in the amount of the annual premium for Blue Cross/Blue Shield/Prescription/Delta Dental Individual coverages up to a maximum of Three Thousand (\$3,000) Dollars per year for the employee; and the employee may choose to draw from his health and welfare fund moneys to pay for medical-related expenses that he/she may incur. It is understood and agreed that if an employee chooses not to accept the employer-paid Individual insurance coverage, his/her choice must be in writing and remain in effect for one (1) year. The open enrollment period will be announced to employees no less than thirty (30) days before its start.

**SECTION 4: Health and Safety Committee**

- a. NEROP management agrees to work in partnership with an ad-hoc Health and Safety Committee established by Guild members and tasked with creating basic practices for the well-being of Guild membership.
- b. Occupational health and safety is a mutual concern of NEROP management and staff. NEROP will provide training to all staff on healthy work practices and habits.
- c. NEROP recognizes that Guild members regularly face the potential for physical violence, and is dedicated to establishing and implementation of best practices for conflict resolution in the field.

**ARTICLE XVII: PROFESSIONAL DEVELOPMENT**

Management acknowledges the value of academic and professional development for its Organizers and will make reasonable accommodations, regardless of work assignments, to support employees' pursuit of academic and professional development.

**SECTION 1. Professional Development**

Each year the employer will make funds available for reimbursement of any expenses for approved academic and professional development in the amount of \$700 per employee per year. Bargaining-unit members can accrue funds up to \$2000.

Advanced notification and approval by the Regional Director must be obtained by the employee. No request relating to organizing work shall be unreasonably denied. The employee will be reimbursed only after submitting proof of the expense.

If the employer requires the employee to attend training, it shall be considered working time. Time spent in non-mandatory, but approved, job-related trainings shall be taken on the employee's time. If an employee can demonstrate that his/her vacation/personal leave accrual will be depleted because of the training schedule and additional time is needed to complete the training, the employer may authorize up to five (5) days of paid leave that will not be charged against the employee's vacation/personal leave account.

The Employee will be reimbursed for employee-elected professional development only after submitting proof of the course expense and successful course completion. To qualify for reimbursement, employee must be a NEROP employee at the conclusion of the course.

## **SECTION 2. Conferences**

All bargaining-unit members are entitled to attend at least one national labor conference per calendar year, on working time, with the selection of conference to be consistent with, but not limited to, the employee's primary work assignment. If campaign demands and conference schedules prevent an employee from being able to attend their entitlement of national labor conference in a given year, the employee can carry over one (1) national labor conference "credit" for use in a following year.

Guild meeting NEROP will pay for one two-day Guild unit meeting to be conducted once per fiscal year. The meeting must be arranged through the regional director at least thirty (30) calendar days in advance of work release. Travel and housing will be provided by NEROP.

The Guild may conduct a second meeting at its cost under the same scheduling provisions.

Attendance at the Guild meetings shall be considered work time.

## **SECTION 3. Mentorship Program**

NEROP, in partnership with The Guild, will establish a mentorship program to provide the best possible opportunity for project staff in their first year to develop as professionals. This program is intended to support new organizers as well as to provide opportunity to established project staff who wish to advance, either on their path to lead organizer or to a position with AFT affiliates.

Through project lead organizers and/or assigned mentors, each new project staff member will be assigned a mentor. Established organizers may request a mentor subject to availability.

This mentorship is open to project staff with more than two years of organizing with the AFT or AFT affiliate who have completed both Essential Skills 1 & 2. Those wishing to become a mentor will apply. A joint committee consisting of one management representative and one Guild representative will make the determination. All mentors must complete a mentorship



training before taking on a mentee. This training will be developed jointly by the Guild and the employer, to be implemented by the Guild.

Mentors will meet with mentees (not necessarily face-to-face) at least bi-weekly for the duration of the mentee's first year. Mentorship will take place in addition to project staff's normal campaign responsibilities. What transpires between the mentor and their mentee will remain confidential. The mentor/mentee ratio shall not exceed 1:1.

Mentors will receive a stipend of six hundred dollars (\$600) for every mentee at the start of mentorship.

At the successful completion of the mentored employee's first year, the employee will complete a written evaluation to be shared with the mentor and mentorship committee. This evaluation tool will be developed by the mentorship joint committee.

The program shall be implemented by January 1, 2016. The Union will meet with management to evaluate the program one (1) year from implementation. Improvements will be incorporated by March 1st, 2017.

## ARTICLE XVIII: SALARIES

**SECTION 1.** New hires' starting salary shall commence at Step 1, and shall advance between steps on the anniversary of their hire until they have reached the top step within their position. Anyone promoted to a new position will receive the salary scheduled for Step 1 within that position, and shall progress to the next step on the anniversary of his or her promotion date, etc., until s/he reaches the final salary step within that position. NEROP recognizes the value of recruiting and retaining talented experienced organizers. Previous organizing experience will be a determining factor in a new employee's placement on the pay scale.

**SECTION 2.** The salary schedule of employees covered by this agreement shall be as follows:

		Effective 7.1.19				
		1	2	3	4	5
OIT	\$	54,906				
ORG	\$	60,114	\$ 61,316	\$ 65,424	\$ 66,733	\$ 68,067
Lead	\$	75,377				

		Effective 7.1.20				
		1	2	3	4	5
OIT	\$	56,004				
ORG	\$	61,316	\$ 62,542	\$ 66,733	\$ 68,067	\$ 69,429
Lead	\$	76,885				

		Effective 7.1.21				
		1	2	3	4	5
OIT	\$	57,124	\$			
ORG	\$	62,542	\$	63,793	\$	68,067
Lead	\$	78,422			\$	69,429
					\$	70,817

## ARTICLE XIX: PROMOTION

While lead positions within the region are limited by campaign needs, an employee may seek to be promoted to lead organizer at any time. The request shall be in writing, to the campaign manager, who will then consult with the Regional Director.

Three elements will be used to determine promotion:

- A recent evaluation completed within the last three months according to attached protocol.
- A recent mentor evaluation
- A final meeting with the Regional Director.

A decision, in writing, will be given to the employee within thirty (30) days of the request. A decision to deny promotion shall be made in writing with an explanation of the reasons for the decision. Management agrees to work with the employee whose promotion has been denied and provide them with a detailed plan for advancement. The employee's improvement will be evaluated at the end of five (5) months, at which time a second determination will be made on their promotion. Employees whose promotion has been denied a second time cannot seek to be promoted to a higher classification for at least five (5) months after the decision of the Regional Director.

The promotion will take effect at the time the promoted employee accepts the available lead position.

## ARTICLE XX: SPECIAL CAMPAIGN SUPPORT

The union and the project agree that it is important to from time to time employ worker activists who have been unfairly terminated for union activity in NEROP campaigns. This new job classification is created to help those workers. Special Campaign Support are probationary employees as that term is defined in Article IV, Section 2 of this CBA and the duration of their employment shall not exceed six (6) months unless they become Organizers as defined in Article XIII, Section 2. Should a Special Campaign Support employee eventually be hired as an Organizer, all time served prior to becoming Organizers shall be applied toward the probationary period. Special Campaign Support duties include outreach to new organizing and community contacts, research, and assistance in maintaining campaign databases. They will not be solely responsible for campaign turf. Special Campaign Support will work approximately forty (40) hours per week and will be paid at minimum a salary of \$600 per week.

Benefits provided under Articles IX, XI, XII, XIII and XVII of the CBA will not apply to special campaign support. They will each be eligible for reimbursement of health-related expenses up to \$300 each month. While a special campaign support employee is employed at any project within the Region, NEROP will not lay off any full-time employees at that project.

## ARTICLE XXI: OUT OF TOWN ASSIGNMENTS

1. In the event that out-of-town assignments are made, the selection for travel will be conducted on an equitable basis and take into account, in order, the following factors: current campaign needs, personal hardship to the employee, preferences of the employee, and prior out of town assignments. NEROP employees may be assigned to out of town assignments no more than two (2) times a year. The limitation on two out of town assignments refers to organizing campaigns. This limitation is not meant to include short trips for conferences or other training or professional development. An employee may volunteer for more than two out of town assignments a year.
2. Out of town assignments shall be defined as any temporary assignment of NEROP employees away from their permanent assignment.
3. Employees shall be given no less than two (2) weeks' notice of an out-of-town assignment. In the event that this is not possible, employees shall be given one (1) compensatory day for less than two weeks' notice, two (2) compensatory for less than one (1) week's notice, and three (3) compensatory days for less than 48 hours' notice.
4. Travel arrangements shall be made by the Employer for employees on out of town assignments to return home every other weekend. In the event that campaign needs prevent an employee from returning home every other weekend and he or she must stay, he or she shall receive two (2) compensatory days.

## ARTICLE XXII: EXPENSES

### **SECTION 1. Car Expenses**

All employees covered under this Agreement will be reimbursed for all miles driven on Northeast Region Organizing Project business at the mileage reimbursement rate established and published by the IRS. Mileage reimbursement will be based on beginning and ending odometer readings for all business miles. Commuter and personal miles will not be reimbursed.

Employees who are required to use their personal vehicles for campaign-related purposes will receive a monthly stipend of \$35. Should an employee change assignment which no longer requires a vehicle, the employee will no longer be eligible for the stipend.

## **SECTION 2. Overnight Travel**

When it is necessary for the employee to remain overnight and the employer has not previously made arrangements for accommodation, the employee shall be reimbursed at a preapproved hotel for the full cost of the room and tax. Except in emergency situations, prior approval must be obtained from the Project Director.

## **SECTION 3. Per Diem**

Per diem shall cover all incidental and personal expenses incurred by the employee in the performance of their duties except for lodging and transportation. Per diem shall be as follows:

- **Out of Town per diem:** The out of town per diem covers travel forty (40) miles or more from the office and at least eight (8) hours worked (no overnight). As of July 1, 2019 the out of town per diem will be \$45. The out of town per diem will increase to \$55 July 1, 2020.
- **Overnight per diem:** \$75 Travel a distance of sixty (60) miles or more with outbound travel starting before 5 p.m. and return travel ending after 4 p.m. Travel that starts or ends outside of these parameters will be paid at the out of town rate. As of July 1, 2020 the overnight per diem will be set at \$80.
- **Travel per diem:** Employees assigned to work at least sixty (60) miles from their base, and required to work at least 12 hours, including travel time, shall receive the overnight per diem. In cases when the employee works less than 12 hours, he or she shall receive the Out of town per diem.
- **Employees required to work 12 hours or more hours for ten (10) consecutive work days shall receive the out of town per diem.**

## **SECTION 4. Telephone Allowance**

If an employee has a cell phone that is used for Northeast Region Organizing Project business, the employer will reimburse the employee eighty percent (80%) of an individual plan with a cap of \$110. If an employee is on a family plan, the basic monthly charge and applicable taxes will be divided by the number of family members on the plan and the employee will be reimbursed at eighty percent (80%) of their individual portion with a cap of \$110. A copy of the entire bill will be submitted to the employer on July 1 and January 1 of each year and whenever the plan changes during the term of the contract. If copies are not submitted by those dates phone reimbursement will not be made until the bill is received and no retro pay will be granted for missed months. The employer maintains the rights to request a copy of a monthly bill throughout the year should questions arise.

## **SECTION 5. Activity and Expense Forms**

All employees covered by this contract shall submit expense and activity reports on a weekly basis, regardless of whether or not they have incurred any reimbursable expenses.

All receipts must be itemized to be reimbursed. Except at the discretion of the Regional Director, Employees will not be reimbursed for expenses submitted later than thirty (30) days after an expense has been incurred.

ARTICLE XXIII: STATE-FUNDED PROGRAMS

In an effort to ensure that unit members have the opportunity to opt into state-funded disability, family leave and other programs that are available in the state they work, a Labor Management Committee will be created to make the knowledge and necessary deductions available and a way to opt in.


Article XXIV Miscellaneous Items

- 1. Labor Management Committee: A Labor Management committee will be established to examine the NEROP budget to identify areas where savings can be achieved.
- 2. Negotiations: The Guild shall be responsible for travel/lodging expenses for Guild bargaining team members.
- 3. Intellectual property: NEROP staff union employees are not allowed to use logos or similar material associated with NEROP or its affiliates except with permission from supervisor or campaign director.

ARTICLE XXV: DURATION OF AGREEMENT

This Agreement shall take effect on the first (1<sup>st</sup>) day of July, 2019 and continue in force until the thirtieth (30<sup>th</sup>) day of June, 2022. Within ninety (90) days prior to the expiration date of this agreement, the Employer or the Guild may initiate negotiations for a new Agreement to take effect July 1, 2022. The terms and conditions of this Agreement shall remain in effect during such negotiations. If negotiations do not result in a new Agreement before July 1, 2022, the new Agreement shall be made retroactive to July 1, 2022.

For: Northeast Region Organizing Project:

  
Ryan Williamson Co-Regional Director

10/16/19  
Date

  
Viri Petersen Co-Regional Director  
Petersen

10/17/19  
Date

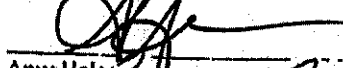
For: Washington-Baltimore Newspaper Guild, TNG-CWA Local 32035:

  
Hannah Roe, Co-Chief Steward

10/21/19  
Date

  
Margaret Grimmeritz Co-Chief Steward

10/21/19  
Date

  
Amy Hale

10/21/19  
Date

  
Paul Reilly, Chief Negotiator

10/10/19  
Date

Appendix I

Date

Name

Address 1

Address 2

City, State, Zip

Dear \_\_\_\_\_:

It is a pleasure to welcome you to the Northeast Region Organizing Project/AFT. Your annual salary as an Organizer \_\_ is \$ \_\_\_\_\_; and your start date to work on the \_\_\_\_\_ Organizing Project is \_\_\_\_\_, 201\_\_.

Enclosed for your information and review is the following pre-employment paperwork:

1. Agreement between Northeast Region Organizing Project and The Washington-Baltimore Newspaper Guild, TNG-CWA Local 32035

You will be contacted by the Regional Coordinator for a verbal orientation through which you will receive a list and contact information of your union stewards.

2. HealthMate with Scrip Subscriber Application

If you need medical coverage, please complete, sign, and return this application to the regional office. A booklet describing the benefits covered and available under this plan and the prescription drug plan is also enclosed.

3. Delta USA

If you need Dental coverage, please complete, sign, and return this form to the regional office. A booklet describing the dental benefits is enclosed.

NOTE: If you are interested in enrolling in the medical and/or the dental plan(s), return the forms promptly as insurance will become effective the first day of the month following your date of hire. Forms submitted 30 days after your date of hire will make your insurance effective a month later. If forms are not submitted to our carrier within 60 days of your date of hire it will make it necessary for you to wait to be insured until the open enrollment period which is April 1, 20\_\_.

4. Flexible Spending Account – Section 125

This plan allows you to set aside a specific pretax dollar amount for unreimbursed medical, dental, and dependent care expenses. You will receive an email notifying you of the open enrollment period which is during the month of November of every year.

5. Employee Direct Deposit Authorization Agreement

To be eligible for direct deposit, simply complete, sign, and return this form to the regional office. Please be sure to include a “void” check.

6. AFT NE Region Organizing Project Expense/Report Form

This form is used when you submit expense receipts to the regional office for reimbursement as well as briefly describing your activities. These reports must be submitted on a weekly basis even if you are not claiming any expenses for that week. After your Project Director has signed it, please return it to the regional office.

7. American General Life Insurance Company Enrollment Card

Please complete, sign, and return this enrollment card to the regional office in order to be eligible for enrollment in group life insurance policy. Enrollment forms submitted to our carrier 30 days after your date of hire will be returned to us with an application form for you to complete to prove insurability so kindly return the enrollment card promptly.

8. John Hancock Enrollment Kit

After thirty (30) days of employment all full-time employees covered by the Agreement have an employee-contributable 401(k) pension plan. The employer will contribute a net amount of four percent (4%) of your salary each year through monthly direct-deposit contributions. Please complete the participation enrollment form in order to be eligible to enroll in the Project’s 401(k) pension plan. You must select the particular funds into which the employer’s contribution to your pension will be directed. If you would like to have an additional portion of your income directed into this tax-deferred fund, you must indicate that (as a percentage or fixed-dollar amount) on the form as well. Please feel free to contact Edward Dias if you have any questions or require any assistance. You will find his business card attached to the kit.

9. 2008 Form W-4

Please complete, sign, and return this form to the regional office.

10. Employment Eligibility Verification (Form I-9)

Please complete, sign, and return this form to the regional office. Please be certain to attach copies of the appropriate document(s) listed on Page 3 of the form.

I hope you enjoy your work and find your assignment in \_\_\_\_\_ to be a good experience. If you would like to discuss any of the details outlined in the enclosed, please call me at the Northeast Regional Office.

Sincerely,

(Name)  
Regional Coordinator

Enclosures: As stated  
cc: (Regional Director)  
(Nat Rep)

Appendix II

**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement (MOA) becomes effective July 1, 2015 between the Northeast Region Organizing Project and the Washington-Baltimore Newspaper Guild, TNG-CWA Local 32035.

1. This MOA is an exception to the language in Article I, Section 1 of the collective bargaining agreement in effect from July 1, 2015 through June 30, 2018, is limited in scope and application to the specified Article, and shall not be regarded as precedent.
2. The purpose of this MOA is to place Mark Linksey, a part-time employee, in the Guild bargaining unit. This addition to the Washington-Baltimore Newspaper Guild, TNG-CWA Local 32035 bargaining unit is solely for Mark Linskey and does not set precedent for any further additions to the bargaining unit that are not covered in Article 1 Section 1 of the agreement.
3. Mark Linskey's duties include, but are not limited to, assisting and maintaining of databases, and assisting on organizing campaigns.
4. Mark Linskey is currently works four-fifths (4/5) of full-time per week.
5. The CBA provisions relating to salary of an Organizer and benefits for Mark Linskey will be calculated at a pro-rated based on his four-fifth work schedule.
6. This MOA will expire either when Mark Linskey's employment is terminated or when the current collective bargaining agreement expires, June 30, 2018, which ever event occurs first.

For Northeast Region Organizing Project:

\_\_\_\_\_ Date

For Washington-Baltimore News Guild, TNG-CWA Local 32035:

\_\_\_\_\_ Date



## Appendix III

### **Northeast Region Organizing Project Staff 1<sup>st</sup> Year Evaluation Protocol**

#### *For Campaign Directors:*

1. The NEROP Coordinator will notify the Campaign Director and copy the Northeast Regional Project Director and Deputy Project Director on or about the NEROP employee's 6 month anniversary.
2. The Campaign Director will then notify the project staff employee that there will be a reflective meeting as a precursor to a 7 month evaluation meeting. The reflective meeting will require a 10 day notice. When notified, a self-evaluation tool will be provided to the employee to aid in the upcoming discussion.
3. The reflective meeting should be held approximately 10 days after notification to the employee. The expectation is that it will be a transparent discussion utilizing the self-evaluation tool and the supervisor's observations as well as from other appropriate parties' observations at ESO trainings. At the end of the reflective meeting, a date will be set within the next 10 days for the 7 month evaluation required by the NEROP CBA.
4. Following the reflective meeting, the Campaign Director will draft the evaluation which should be written in a similar manner to the template (provided only as an example) and should specifically identify the strengths and weaknesses of the employee being evaluated. 48 hours prior to this draft being emailed anywhere the campaign director will provide the written evaluation to the organizer with space for feedback and dialogue. After that 48 hour period the draft should then be emailed to the Project Director and Deputy Project Director for approval.
5. Once the draft is approved by the Project Director and Deputy Project Director, the Deputy Project Director will notify the Campaign Director that the evaluation will be edited and formatted by the Regional Coordinator and the final document will be returned to them to share with the employee at the evaluation meeting.
6. The Campaign Director will meet with the project staff employee on the date agreed to at the reflective meeting to discuss the evaluation, providing them a copy. There should be a discussion of the evaluation document and a plan to aid in the growth of the employee, after which the project staff employee is asked to sign the document acknowledging they have read it and had the meeting.
7. After the evaluation meeting, the Campaign Director notifies the Project Director and Deputy Project Director, copying the Regional Coordinator, that the 7 month evaluation meeting has been completed, after which s/he sends a signed hard copy to the Regional Coordinator.
8. Upon completion of the evaluation process, the Regional Coordinator will send a copy to the Chief Steward and other appropriate parties within 10 business days and a copy will be filed at the Northeast Regional Office.

**Appendix III cont.**

## SELF – EVALUATION QUESTIONNAIRE

Evaluation Date \_\_\_\_\_

Employee \_\_\_\_\_

Start Date \_\_\_\_\_

Evaluation period \_\_\_\_\_ to \_\_\_\_\_

Supervisor \_\_\_\_\_

1. List your major accomplishments during the year.
2. What do you feel are your strongest work areas?
3. In what areas do you feel you've made improvements or changes?
4. In what areas would you like more training or more work experience?
5. What are your goals for next year?

### Appendix IV

#### Domestic Partners

The parties agree an employee claiming a domestic partner, the employee and partner shall

- share the same residence and intend to continue to do so;
- jointly responsible for basic living costs;
- are in a relationship of mutual support, caring, and commitment and intend to remain;
- not married to anyone else; and not related to each other by adoption or blood to a degree of closeness that would otherwise bar marriage