

Collective Bargaining Agreement

between

**The Washington-Baltimore News Guild,
TNG-CWA Local 32035**

and

Advancement Project –National Office

December 19, 2018 –, February 4, 2021

**FINAL COLLECTIVE BARGAINING AGREEMENT BETWEEN ADVANCEMENT
PROJECT NATIONAL OFFICE AND TNG-CWA LOCAL 32035**

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PREAMBLE

This Agreement is made this ____ date of 2018 _____, between the Advancement Project – National Office (AP) a non-profit racial justice organization, and the Washington-Baltimore News Guild, (the Guild), chartered by The News Guild-Communications Workers of America as Local 32035, for itself and on behalf of all the employees described in Article 1. Advancement Project and the Guild are committed to creating a healthy, productive and functional organization working for racial justice and civil rights in the workplace and the nation. The relationship will be built on trust, goodwill, and communication. The parties are committed to work together, to create an environment in which everyone is treated with dignity and respect, supported in bringing their creativity and energy to the work, and both sides will strive at all times to maintain and encourage the professional development and standing of all employees. AP and the Guild are further committed to engaging deeply and meaningfully on critical issues and choices regarding terms and conditions of employment at Advancement Project. In that spirit, Management and the Union look forward to a strong and enduring relationship characterized by a free exchange of information and ideas.

ARTICLE 1.

RECOGNITION, COVERAGE, AND MANAGEMENT RIGHTS

Section 1. Recognition

Advancement Project (AP) hereby recognizes the Guild as the exclusive representative of all employees in the bargaining unit hereinafter defined for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and/or other conditions of employment.

Section 2. Bargaining Unit

This Agreement covers all employees of Advancement Project National Office (AP or Employer) performing the kind of work normally performed within the bargaining unit in all departments, except supervisors, managerial and confidential employees as defined by the National Labor Relations Act.

Employees covered by this Agreement may have lead person responsibilities, as defined by the National Labor Relations Board, but shall not have the authority to exercise supervisory duties as defined by the National Labor Relations Act.

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Section 3. Employees

Unless otherwise specified, the term “employees” as used in this Agreement shall mean employees in the Guild bargaining unit.

Section 4. Management Rights

Management shall have the sole and exclusive right to establish AP’s mission, goals, and programs and operations of AP; to manage the organization and direct employees, including the right to maintain discipline and efficiency; to decide questions pertaining to its mission, goals, programs, and business; the right to hire; and the right to suspend, discipline or discharge employees for just cause; and it shall retain all statutory rights, privileges, and prerogatives held by management, except to the extent they are clearly and unequivocally waived or limited in this Agreement. This includes the right to determine the type of work to be done, the location of work, the method and process of rendering services, and the right to establish work quality standards. Management further has the right to establish new jobs, titles and positions and change the content, duties and expectations of existing jobs, titles and positions.

The foregoing, however, is not intended to diminish Management’s commitment to an exchange of ideas and information with the Union on all matters affecting the workplace, and to affirmatively promote dialogue with and input from all AP employees on all the foregoing matters.

ARTICLE 2.

UNION SECURITY & DUES DEDUCTION

Section 1. Union Members in Good Standing

It shall be a condition of employment that all employees of AP in the bargaining unit referred to in Article 1 who are members of the Guild in good standing on the effective date of this Agreement shall remain members in good standing. All new employees shall on the thirty-first (“31”) day following their first date of work become and remain members in good standing in the Guild or pay agency fees equal in amount to membership dues. The provisions of this Article shall be effective, implemented, and administered in accordance and consistent with applicable provisions of federal, District of Columbia, and state laws.

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Section 2. Dues

All employees in the Bargaining Unit who share in the contract benefits and union representation shall pay dues or agency fees. AP shall, in compliance with all applicable law and on the basis of individually signed voluntary check-off authorization cards provided to AP by the Guild, deduct dues or fees equivalent to dues and assessments levied by the Guild for the current month. These amounts shall be deducted from employees' wages every pay period and sent to the Guild every last day of the month. Deductions will begin with the next full pay period following AP's receipt of the check-off authorization.

Section 3. Payroll Deductions for COPE

AP shall provide for payroll deductions for CWA Committee on Political Education (COPE) on behalf of employees who authorize such deductions in writing.

**ARTICLE 3.
INFORMATION FURNISHED TO THE GUILD**

Section 1. Annual Information

AP will furnish the Guild annually on February 1st the following information in connection with employees in the Bargaining Unit:

- (a) name
- (b) start date
- (c) classification
- (d) job title
- (e) full time or part time
- (f) rate of pay, whether hourly or salary
- (g) work location
- (h) date of birth
- (i) ethnic group when known
- (j) gender when known
- (k) home address

Section 2. Notification of AP Changes

AP shall notify the Guild monthly in writing or electronically no later than 30 days after any of the following events:

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- (a) New Bargaining Unit employees – including all the information required in Section 1.
- (b) Changes in job title for Bargaining Unit employees, salary changes by reason thereof, and effective date, and changes of coordinating supervisor for unit employees.
- (c) Resignations, terminations, discipline, retirements, deaths, promotion and/or transfers out of the Bargaining Unit of Bargaining Unit employees, and respective dates.
- (d) Changes in written, formal job descriptions responsibilities, and/or any other material changes for Bargaining Unit employees.

Section 3. Notification of Changes

The Guild will notify AP in writing of any changes in its roster of Officers, Representatives, and Stewards, including any alternates, as soon as practicable after such changes are made, but no later than thirty (30) days after such changes are made.

ARTICLE 4.

UNION ASSOCIATION RIGHTS & RELEASE TIME FOR UNION RESPONSIBILITIES

Section 1. Union Meetings

Subject to availability and upon reasonable request by the Guild, AP shall provide space on its premises and use of its communications technology for meetings of bargaining unit employees at mutually agreeable times. Employees shall be excused with pay for one (1) hour each month to attend Union-called meetings. AP will provide coverage during this meeting to ensure staff are able to attend.

Section 2. Conduct of Union business by bargaining unit employee-representatives

No more than three Unit employees designated as Union representatives shall be granted time off from their work, without loss of pay, to conduct necessary Union business administering the contract (including grievance handling). This time will be accurately reported on the representatives' time sheets. Management and the Guild shall make good faith efforts to ensure work needs and necessary union business do not conflict. The Guild shall notify AP in writing of employees designated under this section.

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Section 3. Participation in Union negotiating committee

Up to three Unit employees designated as Guild representatives or designated alternates will be permitted to spend a maximum of 12 hours per month to engage in collective bargaining during working hours unless additional time is needed, in such case AP and the Guild will agree on a mutually acceptable extension. This time will accurately reported on the representatives' timesheets. The Guild shall notify AP in writing of the members of the committee before the commencement of bargaining and of any changes as promptly as practicable.

ARTICLE 5.

GRIEVANCE & ARBITRATION

Section 1. Grievant Definition

The term "grievant" shall be considered to include: any individual bargaining unit employee, a group of bargaining unit employees or the Guild.

Section 2. Grievance Definition and Initiation

A grievance means a dispute or controversy arising out of or involving the interpretation, application, administration or alleged violation of this Agreement.

The parties acknowledge that disputes may be resolved through discussion between an employee and the employee's immediate supervisor. The parties may take steps in good faith to resolve grievances before engaging with the formal grievance procedure.

Any complaint within thirty (30) days of the action giving rise to the complaint, or within thirty (30) days of the complaining party first becoming aware of the action but not later than thirty (30) days of when the complaining party should have been aware of the grievable action, shall be considered a grievance within the meanings of this Article. The Employer agrees to meet with the Guild within five (5) working days after request for such meeting to discuss any grievance, except that the five (5) working days period may be extended by mutual agreement.

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Section 3. AP Response

The Employer shall respond in writing within thirty (30) days of the initial meeting with the Guild. Efforts to adjust grievances shall be made wherever possible during the normal workday and workweek.

Section 4. Arbitration

Any matter involving the interpretation, application, administration or alleged violation of this agreement, including a question of whether or not a matter is arbitrable, not satisfactorily settled within thirty (30) days of AP's Response as described in Section 3 of this Article may be submitted to final and binding arbitration by either party within thirty (30) days. The parties shall mutually agree to name a professional arbitrator to serve as the arbitrator for any dispute. If mutual agreement cannot be reached at any time to select an arbitrator, then the regular American Arbitration Association rules and procedures for selection of an arbitrator shall apply. The costs of such arbitration shall be borne equally by the parties, except that no party shall be obligated to pay any part of the cost of a stenographic transcript without express consent.

Section 5. Extension of Time Limits

The time limits set forth in this Article may be extended upon mutual agreement.

ARTICLE 6.

HIRING; INTERNAL APPLICANTS

AP shall notify all employees, by email or similar method, of any vacancy in an existing or newly created position it intends to fill.

AP shall internally post positions for five (5) working days before posting externally.

AP shall interview internal applicants who apply before a hiring decision is made.

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Successful bidders/applicants shall be chosen based on their qualifications, such as experience, skill, job-related knowledge, and organizational/position fit. When the qualifications of an internal applicant and an outside applicant are substantially equal, AP shall award the position to the internal bidder.

Where AP is deciding between two internal applicants whose qualifications are substantially equal, seniority shall be given primary consideration.

If an employee is not awarded a position, through the job bidding process, AP will meet with the employee and discuss the reasons for non-selection. At the employee's option, a representative of the Guild shall be present. This meeting must be held within twenty (20) working days of request.

**ARTICLE 7
PROBATION**

Each new employee shall serve a three (3) month probationary period, beginning on his/her first day of work, provided that the probationary period shall be extended for any period of time during which a new employee takes an approved leave of absence. This does not apply to regularly accrued time off. The supervisor will provide feedback on performance to date, and any areas of concern and/or needed improvement that could lead to termination or a changed job description. At the end date of the probationary period, the employee will receive the following notifications in writing:

- (a) whether he/she will be moved to permanent status or terminated;
- (b) any changes in title or salary attendant with changes in job description.

At the discretion of AP, the probation period may be extended an additional (3) months provided notice is furnished to the Guild prior to the end of the employee's initial 3 month period.

**ARTICLE 8.
SENIORITY**

An employee's seniority date shall be the employee's first day of work with AP, as either a bargaining unit or non-bargaining unit employee. Except as provided below, employees shall retain their original seniority date only while continuously employed by AP. For purposes of this provision, employees shall be deemed continuously employed by AP while on approved leave of absence from AP and while employed by AP in a non-unit

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position. Former employees who return to employment in a unit position will be deemed new hires for purposes of seniority date and probationary period.

Employees who are laid off will retain their original seniority date for up to eighteen (18) months.

AP shall provide the Guild with a seniority roster every March 1. The roster shall include all employees covered by this Agreement and list their beginning date of continuous employment.

**ARTICLE 9.
JOB DESCRIPTIONS**

Upon hire, AP will provide each employee with a job description of the duties and responsibilities which the employee is expected to perform, in a standardized organizational format. A copy of the job description will be maintained in the employee's personnel file.

The job description will be reviewed and updated at the end of the employee's probationary period, annually, and at the employee's request if there are changes in responsibility or role.

For changes to job descriptions made after the initial hire, the employee will have the opportunity to share input regarding changes to their job description through his/her supervisor prior to AP's finalization of the revised description.

**ARTICLE 10.
WORK FROM HOME & ALTERNATE WORK SCHEDULE HOURS**

Section 1. Work From Home

DC office-based employees with the exception of approved remote staff are expected to work from our office except they may work from home two (2) days per month. Remote employees are defined as employees that live more than 75 miles from the DC office. Employees shall coordinate these work from home days with their supervisors to ensure no interruptions in work needs. Work from home requests will not be unreasonably denied. Advancement Project also grants discretionary authority to Project Directors and

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supervisors to allow the DC office-based employees to work from home on additional days so long as this authority is carried out in a nondiscriminatory and uniform manner.

While working occasionally from home, employees are expected to work a full day; be productive, accessible, and responsive to work needs and communication.

Section 2. Alternate Work Schedule Hours

Full time regular employees in the collective bargaining unit will be scheduled to work during Advancement Project's normal operating hours. Any other schedule will be considered "alternate work schedule hours." Full-time Unit employees who have successfully completed their probationary period may request alternate work schedule hours to address family and health obligations. AP shall consider reasonable requests. Alternate work schedule hours requested by an employee must be approved in advance in writing by an employee's immediate supervisor and the Executive Director or designee. Advancement Project retains the right, at any time, to end an employee's alternate work schedule hours and revert to normal working hours.

The employee's compensation, benefits, work status, and work responsibilities will not change as a result of participating in approved, alternate work schedule hours.

ARTICLE 11.

WORK PLANNING AND WORKLOAD

By the end of the employee's probationary period, and on at least a bi-annual basis, the employee and his/her supervisor shall create and/or revise a workplan for the employee based on the employee's job description, team goals, and mutually agreed upon professional development goals, and including clear benchmarks.

Regular check-in meetings shall be held between supervisors and employees, at a mutually agreeable and pre-scheduled time.

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Biannually, or upon request by the employee, supervision meetings shall be used to assess the employee's work plans against his/her job description and team goals.

ARTICLE 12.

PERFORMANCE AND DEVELOPMENT REVIEW

Section 1. Performance and Development Reviews

The performance of each employee will be reviewed following ninety (90) days of employment and annually thereafter. The formal performance and development review will include a written self review by the employee, a written review by the supervisor, and a meeting between the supervisor and employee to review and discuss the feedback. The written review will be signed by the employee and the supervisor, and will be placed in the employee's personnel file.

AP shall provide employees with regular feedback on the quality of their work, their success at meeting and exceeding goals, and areas for improvement. AP employees who have finished their probation period will have a formal annual performance and development review with their supervisor, reflecting the employee's success and effectiveness at meeting the duties in their job description, their goals and the work outlined in their workplan, and future development. To the extent that there are statements included in the review that are attributable to persons other than the supervisor, those persons will be identified to the employee. The results of the performance review and development will be included in the employee's personnel file.

An employee has the right to submit a written response to the performance and development review within two (2) weeks of the completion of the process, and that written response shall be included in the employee's personnel file.

Section 2. Supervisor Review

Employees will have an opportunity to complete an annual, written, supervisor review. Employees can also provide feedback about their direct supervisor in a confidential manner to Human Resources and the supervisor's manager, who will receive and review supervisee feedback as part of the final step of the supervisors' annual performance and development process. The results will also be used to aid any ongoing coaching processes and professional development. To protect the integrity and separation of both performance review and development processes, supervisor review of supervisee performance and development reviews will occur after employees and supervisors have met and discussed the results of the employee's own performance and development review. .

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ARTICLE 13.

PROFESSIONAL DEVELOPMENT

Section 1. Employer-Required Training

AP shall require or encourage ongoing training opportunities that enhance or strengthen staff skills in the area of racial justice and pay the expenses for such trainings, consistent with the availability of funding for professional development purposes. Time spent at supervisor-approved trainings shall be considered regular work time, and the Expense policy shall apply for any associated travel expenses.

Section 2. Employee-Initiated Training

AP encourages employees to pursue professional development opportunities such as courses, seminars, trainings, workshops, conferences or time spent with a coach/mentor that will assist and/or improve their work at AP.

Each year, each employee will work with his or her supervisor to develop a plan to meet their personal and professional development goals during the course of the year, and which will be reviewed as part of the employee's annual performance and development review. Only time spent in AP approved professional development activities counts as work time.

AP will offer up to \$1,250 per employee per year, to cover costs of approved professional development activities. To be eligible for full professional development funding, the employee must be a full-time bargaining unit employee and have successfully completed their probationary period. Part-time employees shall receive professional development funding on a pro rata basis. Employees may not roll over unused professional development funding.

AP will advise the Labor Management Committee about the level of usage of professional development funds on an annual basis.

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ARTICLE 14.

ACCESS TO PERSONNEL FILES

Section 1. Maintenance of Files

AP shall maintain personnel records, which include an employee's application, cover letter, resume, a job description for the position, compiled performance reviews, , formal disciplinary records and all pertinent documents concerning the employee's employment record. Employees request for additional information will not be unreasonably denied and provided in accordance with applicable law.

Section 2. Employee Access To Files

An employee has the right of access to and to retain copies of his/her official personnel file within five (5) business days of a written request by the employee to AP. Responses to employee requests are subject to extension based on administrative capacity and operating obligations. The employee has the right to have his/her written response to any material related to discipline or job performance in the official personnel file attached to the material.

ARTICLE 15.

LAYOFFS & SEVERANCE

Section 1. Layoffs

Should AP be required to lay off employees for operational or financial reasons, AP will notify employees and the Guild at least forty-five (45) days in advance of the scheduled lay off. AP shall provide the Guild with background information about the need for a layoff.

AP shall make layoffs in inverse seniority order within classifications.

During the 45-day notice period prior to a layoff, AP and the Guild will meet to discuss possible alternatives to layoff, as well as the list of employee(s) facing layoff. Such meetings shall not delay a scheduled layoff.

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Employees in the Unit shall have recall rights for up to two (2) years from date of layoff.

Section 2. Severance

Employees being laid off who have completed their probation period and worked through the first year of employment at AP shall receive as severance, 3 weeks' pay; starting and through the second year of employment, 4 weeks' pay; starting through the third and through nine years of employment, 1 additional week of pay for each additional year of employment; and starting the 10th year of employment and thereafter, 12 weeks' pay. The amount for partial years of service shall be prorated. AP retains the right to award a greater amount should circumstances warrant doing so. Employees will be covered for full health and welfare benefits (through Employer payment of COBRA premiums) for a period of four (4) months from the date of layoff. Employees laid off may request unpaid medical coverage through AP-sponsored COBRA plan for up to 18 months.

If employment is not gained in the four (4) month period, the period of coverage will be extended for up to an additional two (2) months.

ARTICLE 16.

JOB SECURITY, DISCIPLINE & DISCHARGE

Section 1. Just and Sufficient Cause

There shall be no discipline or discharge of non-probationary employees without just and sufficient cause.

Section 2. Progressive Discipline

Discipline shall be applied progressively by AP except in the case of gross misconduct, and shall be applied within twenty (20) working days of the event(s), or the discovery of the event(s) giving rise to the discipline. AP may determine which level of progressive discipline to administer based on the nature of the offenses and previous related occurrences.

The steps for progressive discipline shall be as follows:

- Step 1: Informal Verbal Warning(s) that are codified in email
- Step 2: Written Warning(s)
- Final Written Warning(s)
- Step 4: Termination or Resignation in Lieu of Termination

Letters of clarification of existing, written policies and/or performance improvement plans may be considered warnings under progressive discipline.

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Section 3. Notification

The Guild shall be notified in writing, simultaneously with the employee, of any discipline or discharge.

Section 4. Response Letters

Notices of discipline may be accompanied by a response by an employee and shall be kept in the employees personnel file.

Section 5. Non-Application of Progressive Discipline

Notices of discipline will not be considered applicable in applying progressive chain of discipline for new occurrences if a year has elapsed since the last occurrence.

**ARTICLE 17.
HOURS**

Section 1. Work Week

The standard work week for exempt employees shall be five (5) days, Monday through Friday, of forty (40) hours. The standard work day for -exempt employees shall be eight (8) hours inclusive of a meal break. The Employer's standard business hours shall be from 9 a.m. to 6 p.m. Monday through Friday. Part-time hours shall be calculated on a pro rata basis. An employee who is unable to be at work on time or is unable to work on a scheduled workday must notify his or her immediate supervisor and assigned administrative support person, as soon as practicable, but under no circumstance less than a half-hour before the employee's scheduled starting time, except if the employee is unable to communicate or is incapacitated.

Section 2. Overtime and Flex Time

It is understood that employees perform duties that often require lengthy and irregular hours and travel. Non-exempt employees shall be paid one and one half (1.5) hours for work over eight (8) hours in a day. Full time exempt employees shall receive flex time for each preapproved hour worked on the weekend up to twelve (12) hours per weekend day, provided they have written, advance approval from their immediate supervisor. Where prior approval is not possible, retroactive approval is required in writing to receive flex time. Whenever

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possible and requested, supervisors shall grant flexibility to employees under extraordinary circumstances when they are required to work significantly beyond normal work hours during weekdays by adjusting their next-day or week schedules. In such cases, the employee's request shall not be unreasonably denied. Full time, exempt employees shall receive flex-time for preapproved hours worked on holidays, during the end of year holiday closing and during August Friday closings.

Section 3. Travel Hardship and Short Notice Travel

AP's commitment to the racial justice movement requires rapid response from time to time. Supervisors and employees will make efforts to minimize hardships created by rapid response travel assignments through proper planning. Out-of-town assignments will be discussed with the employee as far in advance as possible.

If a particular rapid response travel assignment creates a hardship for an employee, AP will consider assigning a similarly skilled and available employee as a substitute without disciplining or excluding the originally assigned employee from future out-of-town assignments.

Section 4. Emergency Travel Time

Except in an unforeseen emergency, unit employees will not be scheduled to travel between the hours of 12:00 a.m. and 5:00 a.m. relative to their current time-zone. The Employer will make every effort to schedule its own meetings at which staff attendance is required so that weekend travel is not required.

ARTICLE 18.

PAID TIME OFF

The leave policies below apply to all employees, but the calculations pertain to full-time employees only. Part-time employees are offered a pro-rated amount of leave based on the percentage they work compared to a full-time employee.

For any type of leave, except in the case of holidays, employees must first contact their supervisor for approval. In the case of illness, emergency absences or personal days, the employee should notify their supervisor as soon as possible.

Section 1. Paid Annual Leave

Paid annual leave days begin to accrue on the employee's first day of work. Unless otherwise provided, full-time employees who have worked for AP for up to five (5) years

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will accrue paid annual leave on a monthly basis, at a rate of ten (10) hours (one and a quarter (1.25) days) each month—up to a maximum of one hundred twenty (120) hours (fifteen (15) days) a year, starting with the first day of employment. Full-time employees who have worked for five (5) to ten (10) years will accrue paid annual leave on a monthly basis, at a rate of thirteen and third (13.34) hours (one and a two thirds (1.67) days) each month—up to a maximum of one hundred eighty (180) hours (twenty (20) days) a year, starting with the first day of the first full month of their fifth year anniversary. Full-time employees who have worked for ten or more years will accrue paid annual leave on a monthly basis, at a rate of 16.64 hours per month (2.08 days each month)—vacation of five (5) weeks a year, starting with the first full month of their tenth-year anniversary. Employees can carry over into the next year the total amount of the accrued unused leave up to 22.5 days for employees who have been with AP up to five years, and up to 30 days for employees who have been with AP more than 5 years. Employees are responsible for monitoring their leave, in order to avoid forfeiture at the year end.

Employees are encouraged to use their annual leave during the calendar year it is earned. Vacation days will be scheduled subject to the approval of the supervisor. All paid annual leave must be approved in advance. Absent extraordinary circumstances, approval will be denied unless sought at least one (1) week in advance. Employees taking more than three (3) days paid annual leave should endeavor to obtain approval at least two (2) weeks in advance. Employees using annual leave for purposes other than vacation (e.g. excess sick leave) should give as much notice as is practicable.

In the event an official Advancement Project holiday occurs during an employee's paid annual leave, the paid holiday will not be counted against the employee's annual leave for that day. Should a death occur in the employee's immediate family during paid annual leave, the leave may, at the option of the employee, be extended to include bereavement leave, or may be cancelled and replaced with bereavement leave.

Upon termination of employment, AP will pay unused paid annual leave

Section 2. Holidays

All employees are eligible to receive paid holidays listed below. Employees required by their supervisor to work on a holiday are entitled to accumulation of flex-time in accordance with existing policy. Non-exempt employees required by their supervisor to work on a holiday will be eligible for overtime pay in accordance with the law. AP reserves the right to vary its paid holidays from year to year, though the parties recognize that

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historically such holidays have included:

New Year's Day
Martin Luther King Day
Frederick Douglass Day
Cesar Chavez Day
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

When and if the official observance of any of the holidays falls on a Saturday time off with pay shall be allowed on the preceding Friday. When and if the official observance of any of these holidays falls on a Sunday, time off with pay shall be allowed on the following Monday. In addition, whenever Christmas Day, New Year's Day or Independence Day falls on a Thursday, the Friday immediately following shall be observed as a paid holiday; and whenever Christmas Day, New Year's Day or Independence Day falls on a Tuesday, the immediately preceding Monday shall be observed as a paid holiday.

Upon termination, employees are not entitled to receive payment for holidays and/or office closures (including the time in August and December).

Section 3. Additional Holidays and Time Off

The office will be closed between Christmas Eve and New Year's Day. During End-of-the Year Holiday Closing, staff will receive time off with pay and are not required to use paid annual leave or personal time during this period.

Through the provision of a limited number of floating holidays, described below, Advancement Project will make a reasonable accommodation for employees desiring time off for religious holidays. Staff will be provided one paid floating holiday, with pay, to celebrate a holiday of choice. This floating holiday is in addition to the four personal days provided to each employee per year. This provision does not limit in any way AP's commitment to providing religious accommodations as needed in the form of unpaid leave or a flexible work schedule.

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AP shall close its office on each Friday in the month of August. Staff will be paid during time off under the provisions of extra office closings.

Upon termination employees are not entitled to receive payment for holidays and/or office closures (including closures in August and December).

Section 4. Paid Medical Leave

Paid medical leave provides regular full-time, part-time and introductory employees with paid time off to recover from illness or injury or to care for the medical needs of an ill or injured child, spouse/domestic partner (of same and/or opposite sex) or parent. Each regular, as well as introductory, employee will accrue 5.33 hours paid medical leave per month for a total of 64 hours (8 days) each calendar year. Full-time employees who have worked for more than three years will accrue eight (8) hours paid medical leave per month for a total of 96 hours (12days) each calendar year. Regular part-time employees will accrue a pro rata share of paid medical leave based on the percentage of forty (40) hours they are regularly scheduled to work in a work week. Temporary employees and consultants are not eligible for paid medical leave. Unused medical leave will carry over into the next year, but a full-time employee cannot accrue more than 26 days of paid medical leave, and a part-time employee cannot accrue more than a part-time proportion of 26 days, rounded to the nearest half day. When leave is used by an employee who has accumulated the maximum amounts stated above accrual will resume until the maximum amount has been accumulated again.

Paid medical leave shall only be used for personal medical needs, including illness, doctor appointments, medical treatments, pregnancy and childbirth, as well as for medical care of an ill or injured child, spouse/domestic partner (of same and/or opposite sex), parent or close family member. A close family member is defined as a spouse, child, parent, sibling, sibling-in-law, grandparent, aunt, uncle, guardian, parent-in-law, grandparent-in-law or domestic partner.

Employees must notify their supervisors no later than the morning of the day(s) they intend to utilize their paid medical leave and before their scheduled start time. No disciplinary action will be taken in the event of using leave, if conditions did not permit the employee to safely notify his/her supervisor. Employees should make all reasonable efforts to communicate clearly with their supervisors or other work colleagues regarding

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work commitments while they are absent on paid medical leave, to ensure that work responsibilities and commitments are responsibly rescheduled or adequately covered by other staff. An exception will be permitted in emergency circumstances. Furthermore, a supervisor cannot deny a staff member the right to take time paid sick medical leave time when needed because of difficulty reassigning or rescheduling job responsibilities. If an employee needs paid medical leave but has not yet accrued sufficient time to take paid time off, the employee should contact his or her supervisor, who will not unreasonably withhold time off. It will be counted against paid medical leave time accrued in the future.

A physician's statement or public health certificate attesting that the employee is able to resume normal duties may be required of an employee returning to work after 5 (five) or more days of paid medical leave.

Accumulated paid medical leave will not be paid at termination of employment. Any such leave not taken by the time of termination will expire at that time.

Section 5. FMLA

When the Employer does not meet the definition of covered employer under the Family and Medical Leave Act (FMLA) and/or the District of Columbia or state Family and Medical Leave Act, the Employer shall provide unpaid, non-FMLA leave up to 16 weeks to all employees in the bargaining unit in accordance with existing policy. This leave will use the definitions and provisions of FMLA, to include, among other things the employee eligibility and leave entitlement provisions of the Act.

Section 6. Personal Leave

All full-time employees will receive four (4) paid personal days per calendar year accrued at 2.66 hours/ per month. Personal days cannot be carried over from year to year. Unused personal days may not be cashed in for salary. Part-time employees will receive personal days on a pro rata basis.

Employees must provide their supervisor with as much advance notice as possible if they intend to use a personal day, unless an emergency prevents them from doing so.

Section 7. Parental Leave

An employee may take paid parental leave of up to eight (8) weeks for the birth or adoption of a child at the end of their short-term disability period as a form of leave continuance, Employees that become foster parents may take paid parental leave of up to eight (8) weeks. Parental leave expires within eight (8) weeks after the birth or date of adoption or placement of the new child or after eight (8) weeks of the conclusion of an

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employee's short-term disability leave. In addition to the parental leave provided in this section, employees may also use other accrued paid leave..

Section 8. Bereavement Leave

Employees are entitled to five (5) paid regular working days for the death of a close family member during any twelve (12) month period of employment. A close family member is defined as a spouse, child, parent, sibling, sibling-in-law, grandparent, aunt, uncle, guardian, parent-in-law, or domestic partner. In cases where overseas travel is required, an employee may request that condolence leave be extended for an additional five (5) days. An unpaid leave of absence may be requested if an employee needs bereavement leave beyond the scope of this benefit. The benefit does not carry over from year to year or otherwise accumulate if it is not used.

Section 9. Jury Duty

Employees will receive paid time off for jury duty for up to a maximum of five days or as required by applicable state or local laws, whichever is greater. Employees must notify their supervisor immediately upon receiving notice of jury duty and may be asked to provide a copy of the summons and a court clerk's certificate noting the jury time served. When an employee is not selected for a trial and is permitted to be "on call" for his or her jury service, the employee should report to work and will be "on call" at the Advancement Project's National office. Since each employee's situation must be evaluated individually, it is important that employee's on jury duty keep their supervisor informed of their schedule in advance or with a daily call. If an employee's absence will cause extreme hardship for Advancement Project, Advancement Project may request that the employee postpone jury service. In this case, Advancement Project will provide the employee with a letter to the court requesting a postponement.

Section 10. Unpaid Leave

Full-time employees who have worked at AP for a minimum of three (3) months can request unpaid leave. Requests must be approved by the employee's supervisor. If the request is for one (1) week or more, it must be approved by the Executive Director. Although these leaves are unpaid, however, the employee may elect to use accrued paid annual leave, paid medical leave, or floating holidays, as applicable, during such absences.

Section 11. Voting

Employees who are eligible voters shall receive a one-half day to vote. Employees on out-of-town assignments shall utilize absentee ballots. Employees should inform their supervisor of their need to take time off to vote.

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Section 12. School Leave

Employees who are parents, domestic partner of parent or guardians of school children from kindergarten through grade twelve (12) shall be allowed to take up to twenty-four (24) hours of paid time off per calendar year to visit or volunteer at their child's school. School leave shall not be accrued and expire after one year. Upon resignation or termination, school leave will not be compensated.

Employees who are the sibling, sibling-in-law, grandparent, aunt, uncle, guardian, parent-in-law of school children from pre-kindergarten through grade twelve (12) shall be allowed to take up to twenty-four (24) hours of unpaid time off per calendar year to visit or volunteer at their child's school.

However, such leave may be denied if granting the leave would disrupt Advancement Project's business. An employee taking school-related leave will not lose any employment benefit or seniority accrued before or during the date of such leave.

Section 13. Leave Balances

AP shall provide paid time off accrual and balance information, up to date through the previous pay period, on the employee's pay statement provided the employee's time and attendance records are submitted accurately and before the close of each pay period based on an established deadline.

**ARTICLE 19.
BENEFITS**

Section 1. Medical Insurance.

Beginning on the first day of the month following the date of hire, AP will provide the current health insurance coverage and deductibles for all full-time and part-time employees and their spouses/domestic partners and dependents and pay 100% of the premium of such coverage.

The employee may choose to opt out of the group health insurance plan as long as this does not jeopardize AP's ability to maintain its group policy and the employee is able to provide proof of other eligible coverage on a recurring annual basis during open

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enrollment. Upon doing so, the employee will be eligible to receive an opt-out payment per month added directly to their paycheck and taxed as income. The opt out payment will be provided as long as the employee's payment for their other coverage is equal to or less than Advancement Project's premium cost for employee self coverage. The payment amount will be up to 85% of the individual premium and will not exceed the cost of the alternate plan. Employees may choose to opt out at their time of hire, after a qualifying event, and during AP's open enrollment period. The opt-out payment will cease if the employee elects group coverage after initially opting out.

Section 2. Dental & Vision Insurance

Beginning on the first day of the month following the date of hire, AP will pay 100% of the premiums of dental and vision coverage to all full-time and part-time employees and their spouses/domestic partners and dependents.

Section 3. Life and Accidental Death & Dismemberment Insurance

Beginning on the first day of the month following the date of hire, AP will pay 100% of the premiums of Life and Accidental Death and Dismemberment (AD&D) insurance coverage to all full-time and part-time employees. The value of the AD&D plan is equal to 1X an employee's annual compensation. The value of the Life Insurance plan is \$75,000 or equal to 1X an employee's salary that exceeds the minimum policy amount. The maximum insurance benefit eligible to all employees will not exceed \$150,000.

Section 4. Disability Insurance (short and long term)

AP will make a contribution on behalf of each employee to a disability insurance fund which starts if an employee is sick for more than seven (7) consecutive working days. Eligible employees who become unable to work as a result of a disability will receive sixty percent (60%) of their weekly/monthly salary during their disability period up to a maximum weekly benefit of \$1,000..

Section 5. Retirement Plan

AP will provide a 403(b) Plan. All employees shall be eligible for participation beginning on the first (1st) day of the month ninety (90) days after the date of hire and will receive contributions based on existing policy.

AP shall match fifty percent (50%) of an employee's contribution up to six percent (6 %) of an employee's base salary. After five (5) years of employment, AP will contribute sixty-six percent (66%) up to six percent (6%) of the employee's base salary. The AP contribution shall vest with employees after ninety (90) days.

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Section 6. Flexible Spending Programs

AP will provide Health Care and Dependent Care Flexible Spending Accounts (FSA), at the point of hire, to all employees for employee initiated contributions.

Section 7. Pre-Tax Transportation Program

AP will maintain a pre-tax transportation plan to pay for commuting related travel with pretax dollars up to the prevailing federal limit under this program, which is subject to change annually, per IRS regulations.

Section 8. Student Loan Relief Program

AP will provide a Student Loan Relief Benefit to full-time employees carrying a heavy Student Loan burden after 6 months of full-time employment. Following are the terms of the Student Loan Relief Benefits:

- (a) The benefit will apply to employees with a Student Loan debt burden of \$10,000 or more.
- (b) Eligible employees will receive up to \$100 a month reimbursement for student loan payments made by the employee during the month of the reimbursement, up to a \$4,000 limit during their employment.
- (c) Eligible employees will provide documentation of their current loan amount to initiate participation in the program.
- (d) Employees who receive reimbursement for student loan payments are required to submit payment documentation within 30 days of the date of their monthly student loan payment.

ARTICLE 20.

WORK-RELATED EXPENSES & REIMBURSEMENTS

Section 1. Credit Cards

AP shall continue to allow employees who are required to travel the use of organization credit cards and such policies to minimize the extent to which employees must cover incidental work-related expenses for reimbursement later. All credit card receipts must be submitted within two weeks of when an employee receives their credit card statement. Expenses beyond employee meals and incidentals require prior authorization. When hosting other parties, documentation of credit card charges must account for each individual involved and the business reason for the applicable cost

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through documentation supporting restaurant receipt and credit card receipt.

Section 2. Travel

For expenses related to travel for AP business, AP maintains the current system whereby employees receive prior approval and charge AP credit cards directly for those costs. If an employee directly incurs any personal expenses for approved travel, lodging, or meals in the course of job duties, employees may submit for reimbursement of reasonable expenses within thirty (30) days of the occurrence of the expense in accordance with existing policy.

Section 3. Mobile Phone Reimbursement

AP will reimburse seventy-five dollars (\$75) per month for the cost of a mobile phone plan for employees who are required by Advancement Project to have a mobile phone for their work. Employees in the Communications Department shall receive one hundred dollars (\$100). Employees are responsible for providing their own phone. Employees who receive reimbursement for work use of a mobile phone are required to maintain an operating phone and submit billing updates within thirty (30) days of the date of their cell phone bill invoice.

Section 4. Other Work-Related Expenses

Employees who directly incur reasonable work-related expenses (e.g., materials for trainings) that have supervisory approval prior to purchase, may submit for reimbursement and shall be reimbursed within ten (10) business days from submission.

Section 5. Dependent Reimbursements

Employees will be reimbursed up to \$500 per year for dependent care (child or parent) costs that are incurred due to work travel. The dependent care costs must be related to an expense due to a scheduled work demand and cannot be a regular caregiving expense. Expenses incurred must be for an eligible dependent and must be pre-approved by the employee's supervisor. It must be at a reasonable rate and documentation of expenses must be provided for reimbursement.

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ARTICLE 21.

INITIAL OFFERS, ANNUAL RAISES AND WAGE SCALE

Section 1. Initial Offer

At the time of initial hire, AP will review the resume of employees and compensation of employees in the unit will be set as follows:

- A. Administrative, Finance and Development staff: Salaries will be determined by an analysis of the market rate for similar positions to include consideration of experience, responsibilities, geographic market, similar type and size organizations. The minimum salary will be \$50,000.
- B. Legal, Strategic Campaign, Program and Communications staff:
 - a. Salaries will be determined by the following factors:
 - i. Professional degrees: typical length of time if full time student;
 - ii. Full-time experience in related fields outside of current position: organizing, legal or communications to be capped at 4 years;
 - iii. Full-time experience in field of current position;
 - b. Internships, fellowships and full-time work during matriculation will not be credited.
 - c. The minimum salary for the staff attorney position will be \$60,000, and \$50,000 for all other positions.
 - d. New legal, strategic campaign, program and communications staff experience determined by the foregoing process, will be used to place new salaries within the scale of comparable existing Bargaining Unit salaries. The new salaries will be checked against market rate for similar positions and adjustments made upwards where appropriate.

Section 2. Annual Raises

Annual raises will be given according to the following schedule:

- A. 2/4/19 raise of 3.5%
- B. 2/3/20 raise of 3.5%

Section 3. Annual Process

AP will review employee's job duties, current classification, and work performance, and the appropriate and local market to determine whether it is appropriate to change an employee's classification during the formal performance and development review period.

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The annual process is also the time for employees to engage in self-advocacy for a change in classification and to discuss with supervisors the necessary steps (in terms of work performance and/or professional development) to warrant a change in classification in future years.

Section 4. Temporary Assignments

If a supervisory vacancy occurs for any reason, and a bargaining unit employee is assigned to perform the substantial majority of the duties required of the higher classification, AP agrees to pay the person assigned to perform the interim position a one-time bonus if serving for 3 or more months.

- a. Serving in a program director position: \$10,000
- b. Serving in a deputy director position: \$5,000

Section 5. Salary Structure Review

AP and the Guild will finalize a process as soon as possible but by no later than the end of July 2019 for reviewing the salary structure of the AP bargaining unit. Such process will include compensation experts, and will include a labor management committee to ensure transparency. The principles that will guide the process will include AP's goal of being competitive in the market for legal organizations in the Washington DC area, valuing all employees across programs, including communications, organizing/campaigns, and legal. Transparency and fairness will be at the center of the process.

ARTICLE 22.

JOINT LABOR MANAGEMENT COMMITTEE AND STAFF ENGAGEMENT

Section 1. Purpose and Process

The parties will establish a joint Labor-Management Committee (LMC), comprised of three (3) union-appointed members and three (3) management-appointed members for the purpose of discussing, addressing, and resolving matters of mutual concern to AP and the Guild. The LMC further will support and facilitate the attainment of AP's goals, and enable employees to be more effective in accomplishing AP's mission. Both Management and the Guild will make good faith efforts to respond to the concerns of the

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other.

The LMC shall meet for one working hour three (3) times each year or, if necessary, more frequently, by mutual agreement. Members of the LMC may also create Labor Management ad hoc working groups for the purpose of developing solutions or recommendations on matters of mutual concern. Members of the LMC and any ad hoc working groups will be chosen with a commitment to maintaining diverse representation and avoiding disproportionate burden of responsibility on internal teams or departments.

Section 2. Staff Engagement

AP affirms the importance of regularly engaging staff in AP' work, drawing out lessons from AP's efforts, and in fully engaging staff and generating its input in key strategic questions and in the direction of the organization.

**ARTICLE 23.
PAY EQUITY**

Section 1. Equal Work

AP fights for racial justice in the world and equal work should receive equal value, but far too often women and people of color continue to be paid less than white and male counterparts for their work. Because AP is a national leader in racial justice, we seek to live out our values within our own workplace by recognizing and reconciling any pay equity disparities that exist within AP through compliance with Title VII of the Civil Rights Act of 1964, Federal Fair Labor Standards Act of 1938 and its applicable amendment, The Equal Pay Act of 1963, and the District of Columbia Human Rights Act of 1977.

Section 2. Hiring

AP shall not ask job candidates for previous salaries.

Section 3. Annual Pay Equity Evaluations

The Labor Management Committee (LMC) shall form a working group, governed by the process and rules set out in that article, which by the third quarter of each calendar year will analyze pay data within the bargaining unit and make recommendations via the LMC to the Senior Management Team for reconciling any pay disparities uncovered, particularly across race and gender.

In order to perform its analysis, the working group will receive a list of all members of the

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unit including titles, pay scale classifications, current salaries and a description of differentials or discretionary wage increases assigned.

Employees who believe that they are being underpaid based on their demographic profiles have the right to initiate, on an individual basis, a pay equity review conducted by the Human Resources Department.

Section 4. Inaccurate Job Descriptions and Pay Claims

Claims regarding inaccurate job descriptions shall be resolved as set forth below:

- (a) The employee shall meet with her or his immediate supervisor to discuss the matter. The employee may choose to be represented by the Guild during such discussion.
- (b) If not resolved in the preceding step, the employee and a Guild representative shall meet and take up the matter with the AP Executive Director or designee.

If the preceding steps do not satisfactorily resolve the matter, it may be grieved and arbitrated under the Grievance and Arbitration Procedure of this Agreement.

ARTICLE 24.

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

Section 1. Non-Discrimination and Equal Employment

Both AP and the Guild are committed to building a workplace free from unlawful discrimination or harassment. In keeping with their respective policies, AP shall not unlawfully discriminate against any employee in hiring, promotion, wages, terminations or other terms and conditions of employment because of such employee's race, color, creed, religion, gender, gender identity, gender expression, sexual orientation, age, mental or physical disability, ancestry, marital status, national origin, or other legally protected status or choices regarding Union membership or activities on behalf of the Union.

AP is committed to providing equal opportunity in all aspects of employment and administer all personnel policies and procedures in an equal, non-discriminatory manner, and to complying with all relevant and applicable federal, state or local laws prohibiting discrimination or requiring equal opportunity.

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Section 2. Complaints and Legal Action

AP shall maintain a legally-compliant policy prohibiting discrimination and/or harassment and providing for internal complaints, contained in its Personnel Guide and applicable to all employees at the organization, including members of the Bargaining Unit.

**ARTICLE 25.
RESPECT AND DIGNITY**

The Guild and AP recognize their shared interest in building a relationship that is effective, constructive, and oriented towards problem-solving, to ensure that AP fulfills its mission and that employees are supported in bringing their creativity and energy to the work. To achieve this mutual aim, AP and the Guild agree to treat all employees, both unit and non-unit, with respect and dignity.

The parties agree to uphold the guiding principles of fairness, equity and transparency in their joint efforts to strengthen the work, and the workforce, of AP.

**ARTICLE 26
SEVERABILITY**

Should any provisions of this agreement be determined to be in violation of any federal, state, or local law or regulation, such determination shall not in any way affect the remaining provisions of the agreement which shall remain in full force and effect. The parties shall negotiate such modifications as are necessary for compliance with law.

**ARTICLE 27.
SUCCESSORSHIP**

This Agreement shall be binding upon the parties hereto, and shall be binding upon any successors or assignees by merger, consolidation, or otherwise, of either party.

**ARTICLE 28
NO STRIKE, NO LOCKOUT**

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Neither the Guild nor any employee shall induce, engage in or condone any strike, slowdown or work stoppage during the term of this Agreement. AP shall not lock out its employees during the term of this Agreement

**ARTICLE 29.
DURATION**

This Agreement will take effect as of the date the agreement is signed and remain in effect until February 4, 2021. Within ninety (90) days prior to the expiration date of this Agreement, the Employer or the Guild may initiate negotiations for a new Agreement.

Agreed to this __19th__ day of _December_____ 2018.

FOR THE GUILD:

FOR ADVANCEMENT PROJECT:

Andrew Ambrogi

Judith Browne Dianis

Danielle E. Davis

Edward A. Hailes Jr.

Cet Parks

Giovanni Cozzarelli

Angelo Pinto

Donita Judge

Carolyn Steptoe

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**APPENDIX A:
SICK LEAVE SHARING BANK**

Advancement Project will establish a voluntary Sick Leave Bank to assist employees who encounter a catastrophic illness or injury and have no available leave at the time. Eligible employees may irrevocably donate up to three (3) days of their unused leave into the Sick Leave Bank and, if eligible, withdraw up to ten (10) days out of the bank per year. To be eligible to withdraw from the bank, an employee must have exhausted all sick, vacation, and flex-time leave and produce relevant documentation or a doctor's statement describing the illness or injury to Human Resources, which will coordinate and administer the sharing bank. All days will expire by June 30th of the following year.

**APPENDIX B:
AGREEMENT SIGNING BONUS**

AP shall award each employee who is a member of the Bargaining Unit at the time this Agreement is ratified and signed a one-time bonus in the amount of \$2,750.

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