

**CONTRACT**

**Washington-Baltimore News Guild, TNG, CWA local 32035, AFL-CIO, CLC**

**COLLECTIVE BARGAINING AGREEMENT BETWEEN:**

**Georgia State AFL-CIO**

**&**

**Washington-Baltimore News Guild, TNG, CWA Local 32035, AFL-CIO, CLC**

**April 1, 2017**

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**PREAMBLE**

This Agreement is made effective this first day of January, 2017, between the Georgia State American Federation of Labor and Congress of Industrial Organizations (hereinafter referred to as "Employer"), a non-profit labor organization, and the Washington-Baltimore News Guild, TNG, CWA Local 32035 for itself and then on behalf of all the employees described in Article I

**ARTICLE I - COVERAGE**

1. This Agreement shall cover all full-time field staff and program staff of the Employer excluding executive officers and those with supervisory, managerial, and confidential positions, as defined by the National Labor Relations Act.
2. 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.

**ARTICLE II - UNION SECURITY**

1. All employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement may remain members in good standing and those who are not members on the effective date of this Agreement may become and remain members in good standing in the Union. The foregoing provisions shall be effective in accordance and consistent with applicable provisions of federal and state laws.
2. The Union agrees that it will admit to and retain in membership any such employee subject to the provisions of the Constitution of The News Guild, CWA, and the by-laws of CWA Local 32035.
3. There shall be no interference or attempt to interfere with the operation of the Union in the performance of its duties as the bargaining agent for the employees covered by this Agreement.
4. The Employer shall grant the Union access to the working establishment with prior notification to the organization except for emergency situations to settle disputes and to ascertain whether or not this Agreement is being properly observed.
5. The Employer shall provide for payroll deductions for dues, COPE, or others on behalf of employees who authorize such deductions in writing and agrees to discontinue said deductions upon receiving written withdrawal of authorization.

**ARTICLE III - JOB SECURITY**

1. The Employer shall have the unlimited right to discharge a new employee who has not concluded a probationary period of three (3) months, beginning from the date that the employee begins work, provided that on or before the two (2) month anniversary date, the progress of the new employee will be evaluated and the Union will be notified in writing if any problem or problems appear to be developing. After one (1) month on the payroll, if an employee is discharged during the probationary period, he or she shall be given at least one (1) week's notice, or one (1) week's pay in lieu of notice. The probationary period shall end on the last working day before the three (3) month anniversary of the employee. An employee's probationary period may be extended by agreement of the Employer and the Union.
2. Employees shall accrue vacation and sick leave during their probationary period and may use sick leave after one (1) month of service and vacation after three (3) months of service.
3. Employees **with** more than three (3) months of service shall not be subject to discharge except for just and sufficient cause.
4. Employees with more than three (3) months of service shall be given two (2) weeks' notice, or two (2) weeks' pay in lieu of notice, of any discharge.
5. Notice from the Employer detailing unsatisfactory job performance shall not be considered notice of dismissal.

6. The Union shall be notified in writing, simultaneously with the employee, of any discharge.
7. The Employer agrees to notify the Union in writing and meet with its representative to discuss any proposal that would result in the permanent layoff of employees due to economic or other unforeseen reasons thirty (30) days prior to the layoff date.
8. Should it be found that the employee has been discharged unjustly or laid off unjustly, such employee shall be immediately reinstated to his/her former position and shall be compensated for all time lost at the regular rate of wages received by such employee.
9. Laid-off employees shall have recall rights for one year from date of layoff.
10. An employee's service shall not be terminated due to a change of administration resulting from the election of a new President or other officers.

#### ARTICLE IV - GRIEVANCE PROCEDURE

1. It is encouraged that efforts be made to resolve problems between the employee and the Employer in an informal manner. The grievance procedure should be used after direct informal negotiations do not resolve a problem.
2. Grievances shall be filed in writing within forty-five (45) days after the occurrence or within forty-five (45) days after the grievant becomes aware of the occurrence or, in the exercise of due diligence, should have become aware of the occurrence. Otherwise, they shall not be considered grievances. Grievances shall be handled as set forth below.
3. Step One: There shall be a meeting between a Union steward, the grievant and the President or designee within thirty (30) days of the receipt of the written grievance. The President or designee shall respond in writing within three (3) days of this meeting; failure to do so shall affirm on behalf of the Union, without prejudice to the Employer. If the grievance is not resolved to the satisfaction of the Union during this three (3) day period, the Union shall have no more than thirty (30) days following the receipt of the written denial in which to refer the grievance to the next step in the grievance procedure by written notice to the President.
4. Step Two: Any matter involving the interpretation, application, administration or alleged violation of this Agreement (except renewal of this Agreement), including a question of whether or not a matter is arbitrable, and any matter not settled to the Union's satisfaction within three (3) days of its first consideration may be submitted to final and binding arbitration within thirty (30) days. The parties shall mutually agree to name no more than three (3) professional arbitrators to serve as the arbitration panel under this Agreement. Any disputes that are submitted to arbitration will be submitted to a member of the panel. To the extent feasible, disputes will be rotated equally among the members of the panel. Either party may remove a member of the panel at any time, except when a grievance is pending before that member; if a member of the panel is removed, the parties shall mutually agree on a replacement. If mutual agreement cannot be reached at any time on the makeup of the panel, then the regular American Arbitration Association rules and procedures for selection of an arbitrator shall apply. The arbitrator shall hear the appeal as quickly as possible following notification of his/her appointment and shall render his/her decision no later than thirty (30) days from the closing of the hearing. The costs of such arbitration shall be borne equally by the Employer and the Union, except that no party shall be obligated to pay any part of the cost of a stenographic transcript without express consent.
5. The arbitrator shall have no power to add or subtract from this Agreement, but shall rule only on interpretation of the existing Agreement.
6. Failure to file a grievance in a timely fashion in one instance shall not preclude filing on a similar issue which occurs subsequently.
7. The term "grievant" shall be considered to include: any individual staff member, a group of staff members or the Union.

- 8 The time limits set forth in this Article may be extended by mutual agreement between the Employer and the Union.

#### ARTICLE V - HOURS

- 1 Existing alternative work schedules and arrangements will be maintained, subject to the Employer's operational needs. An employee with a flexible work schedule may adjust her or his starting time and accordingly the quitting time provided she or he works the number of hours in the standard work week and fulfills the requirements of his or her job.
- 2 Employees shall have a status as "Exempt" or "Non-Exempt" from minimum wage and overtime pay as provided by Section 13(a)(1) of the Fair Labor Standards Act as defined by U.S. Department of Labor regulations.
- 3 In the event the Non-Exempt employee's service is required over seven and one half (7.5) hours in any one day, said employee shall be eligible for paid overtime.
- 4 In the event the Non-Exempt employee's service is required over thirty-seven and one-half (37.5) hours per week, said employee shall be eligible for paid overtime. An employee will not be eligible for overtime under both #4 and #5.
- 5 The Employer must be notified in advance if in fulfilling the requirement of his or her job an employee will qualify for overtime.
- 6 Exempt employees shall not be eligible for paid overtime.
- 7 Whenever an Exempt employee is on specific assignment of more than five (5) days within a pay week, the employee shall be entitled to a day off in compensatory time for each day or major fraction thereof worked in excess of five (5) days in such a pay week.
- 8 Whenever an Exempt employee is required to work a non-standard work day of nine (9) hours or more, the employee shall be entitled to compensatory time off for time in excess of nine (9) hours.
- 9 Compensatory time off shall be taken as soon as practical as agreed to by the Employer.
- 10 It is the policy of the Employer to follow the guidelines set by applicable state or local governments with respect to closing, reporting, and departure times in the event of inclement weather.
- 11 Meal breaks may be taken at irregular times (with the approval of the Employer) or not at all, at the employee's option. Employees may eat at their desks provided it does not interfere with performing their work or detract from the professional environment.
- 12 Out-of-town assignments will be discussed with the employee as far in advance as possible.
- 13 Employees who are not receiving a car allowance shall be compensated for mileage per federal government guidelines for all authorized travel over 20 miles. Employees shall not be additionally compensated for travel time.

#### ARTICLE VI - CLASSIFICATION AND SALARY SCHEDULE

- 1 The established bargaining unit does not include the Employer, or any individual with the authority to hire or fire or reprimand another staff.
- 2 The wages and salaries for the classifications covered by this Agreement are set forth in Appendix A - Salary Schedule attached hereto and by this reference is made a part of this Agreement.
- 3 Present job classifications within the bargaining unit are as follows: One (1) Campaigns and Communications Director
- 4 The Executive Officers and the Executive Board of the Employer reserve the right to decide what programs and what staff is necessary to carry out the objectives and purposes of the Georgia State AFL-CIO. Furthermore, the Executive Officers shall have the authority to appoint personnel as may be needed, to fix their wages or

- salaries and allowances, and to define their duties in consultation with the Union. The wages or salaries and allowances of any new position will become the subject of negotiations immediately.
5. The Union will be notified and consulted when the need for additional staff arises.
  6. An employee who has been in the service of the Employer for six (6) or more but less than twelve (12) consecutive months shall give the Employer notice of one (1) week before leaving. An employee in the service of the Employer for twelve (12) or more consecutive months shall give the Employer notice of two (2) weeks before leaving.
  7. There shall be no reduction in salary or wages for the life of this Agreement.
  8. The employer will take reasonable steps to try to ensure that paychecks are received biweekly on Fridays, unless a holiday falls on a Friday. Direct deposits will be arranged for permanent employees who request it.
  9. Wage and Salary Determination:
    - a. The Employer shall make a determination as to the payment of an hourly wage versus a salary, and, in the case of salaried employees, their status as Exempt or Non-Exempt as directed by Article V, Section 3 based upon their assigned duties and shall specify the minimum qualifications (e.g., experience, education, and skills) required. Those skills and qualifications shall be directly linked to the successful performance of the job.
    - b. Employees may request that their position be reclassified when they can demonstrate that:
      - i. Significant changes in their duties have taken place; and
      - ii. The new duties are comparable to those of a different job description.
    - c. Employees shall submit their reclassification request through the Union to the Employer. The Employer shall consider the request and respond in writing to the employee and the Union within 30 days of the date of the request. The Union retains the right to grieve the denial of a reclassification request.
  10. At the discretion of the Officers and with the permission of the finance committee of the Employer, employees may be eligible from time to time, finances permitting, to receive additional compensation in the form of a bonus.
  11. At the discretion of the Officers and with the advice of the employees, the Employer will provide for employees' continued training and professional development.

#### ARTICLE VII-VACATIONS

1. Vacations with pay shall be granted to employees who have completed periods of continuous service as follows:
  - a. employees accrue 15 vacation days per year at the rate of ten (10) hours per month of service during the first calendar year of their employment;
  - b. after three (3) years, 17 days;
  - c. after six (6) years, 20 days
2. Employees shall not be permitted to take vacation until after completing three (3) months of continuous service.
3. As of each January 1, the Employer shall advance each employee the amount of vacation that the employee would accrue during the year.
4. It is the policy of the Employer to have vacation used in the year in which it is earned. Employees with one (1) or more years of service will be permitted to bank forty (40) hours of vacation each calendar year up to a maximum of one hundred and sixty (160) hours.

5. The vacation schedule shall be agreed upon by mutual consent, but employees shall have preference in accordance with seniority. In the event of emergency or unforeseen circumstances, an employee may take up to thirty (30) hours of vacation without prior scheduling with the Employer.
6. Employees terminating with ~~six~~ (6) months but less than three (3) years of service will receive their vacation pay as described in Section 1, prorated at the rate of 1/12th for each month or fraction thereof that they work in the year in which they terminate. Such employees shall reimburse the Employer for any advanced vacation used. Employees terminating with three (3) years or more of service will receive their full vacation pay for the year in which they terminate.

#### ARTICLE VIII - HOLIDAYS

1. The Employer shall allow time off with pay at the regular straight time rate of pay for the following holidays:

New Year's Day  
Martin Luther King Jr.'s Birthday  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Veterans' Day  
Thanksgiving Day  
Friday following Thanksgiving  
Christmas Eve Day and  
Christmas Day

2. The Employer allows each employee five (5) personal days per year.

When and if the official observance of any of the aforementioned holidays falls on a weekend, time off with pay shall be allowed for each legal holiday on the last day(s) of business prior to the holiday. In addition, whenever Independence Day or Veterans' Day falls on a Thursday, the Friday immediately following shall be observed as a paid holiday; and whenever Independence Day or Veteran's Day falls on a Tuesday, the immediately preceding Monday shall be observed as a paid holiday.

3. In addition to the holidays named in section 1 of this Article, employees shall have paid days off for Christmas Week, defined as those weekdays between Christmas Day and New Year's Day.
4. If a Non-Exempt employee is required to work on any aforementioned holidays, he or she shall be paid twice (2x) the regular straight time rate of pay. If an Exempt employee is required to work on any aforementioned holidays, he or she shall receive compensatory time off.

#### ARTICLE IX - OTHER BENEFITS AND RETIREMENT

1. The Employer agrees to maintain medical including vision and dental insurance on:
  - a. all full-time employees; and
  - b. their dependents and their spouse or spouse equivalent/ domestic partner [hereafter referred to as domestic partner]; and
  - c. the Employer agrees to maintain medical and dental insurance on the dependents of the domestic partner of any full-time employee.
2. The Employer shall provide for life insurance for those employees covered by this Agreement with a benefit of \$50,000.

3. The Employer agrees to pay one hundred (100) percent of premiums for all benefits outlined in section 1 and section 2.
4. In order to enroll a domestic partner in a benefit plan, the employee must certify that he/she shares a long-term committed relationship with the domestic partner. A domestic partnership must meet the following criteria: partners must have been living together for at least six months prior to enrollment; have an exclusive mutual commitment similar to that of marriage; and be financially responsible for each other's well-being and debts to third parties. Neither partner may be married to anyone else or have another domestic partner.
5. A 401(k)-retirement plan shall be provided. Employees are eligible to participate after attaining age 18 and completing 6 consecutive months of employment from the date of hire and 975 Hours of Service. If someone fails to work the 975 hours in the first 6 months, the eligibility computation period defaults to the Plan Year and 975 hours. The Employer shall deposit monthly six (6) percent of eligible compensation of each employee into the plan. The Employer shall match up to an additional two (2) percent of contributions made voluntarily by employees through payroll deduction.
6. A monthly allowance of \$111 to help offset the cost of maintaining mobile phone service and equipment on a wireless carrier.
7. A monthly allowance of \$75 to help offset the cost of maintain a union vehicle that is used for work purposes

#### ARTICLE X - SICK LEAVE

1. Employees may take time off with pay when illness or injury prevents them from working for a period not to exceed twelve (12) days annually.
2. Employees shall accrue sick days at the rate of one (1) per month per calendar year, at the end of which they may bank their unused portion, not to total more than sixteen (16) weeks of banked sick days at any given time.
3. Any employee claiming to be physically unable to work for any period longer than three (3) consecutive weeks must, on request of the Employer, supply a certificate from the attending physician that the employee is physically unable to work, and may be required to be examined by a doctor chosen by the Employer. If the two (2) doctors are in disagreement, they shall choose a third doctor, whose determination shall be binding. The Employer shall pay the costs of the second and third examinations.
4. Physical inability to work due to pregnancy or childbirth will be considered to be the same as inability to work due to sickness.
5. Abuse of sick leave shall be subject to progressive discipline.

#### ARTICLE XI - LEAVES OF ABSENCE

1. Upon written request with as much advance notice as possible, the Employer will grant employees leaves of absence for good and sufficient cause. Such leaves shall not be considered as service time in the accrual of rights and benefits under this Agreement but shall not cancel previous service in determining total service with the Employer for any reason. In the absence of express permission by the Employer, employees shall not be permitted to engage in gainful employment during such leaves. This prohibition on gainful employment shall not apply in the case of leaves granted under Sections 2, 3 and 5 of this Article. If the Employer grants or extends a leave of absence under Sections 1, 2, or 3 of this Article, it shall notify the Union in writing.
2. In the event an employee is elected or appointed to any office or position in CWA Local 32035, The News Guild, or Communications Workers of America this shall be considered good and sufficient cause for a leave of absence. An employee, who is elected or appointed to any other labor position or a government position, may be granted a leave of absence by the Employer.
3. Employees inducted into the Armed Services of the United States, or recalled to active duty with the Armed Services, shall accumulate seniority and retain all other rights under this Agreement while in such service, and on return from such service may claim their original job, or if that job no longer exists, a comparable job with a

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salary no less than what they would have received had their service with the Employer been continuous, provided that they apply for reinstatement within 90 days after release from the Armed Services.

4. An employee, on the birth or adoption of his/her child, or gaining of a foster child, shall be permitted to take child-rearing leave of up to six (6) weeks with pay and/or additional child-rearing leave without pay as negotiated with the Employer, but without loss of seniority or benefits. Paid parental leave need not be taken consecutively. However, the scheduling of such leave will be mutually agreed on in advance.
5. Employees shall be provided leave with supplemental pay during periods of required jury service period not to exceed two (2) weeks, during required military reserve training or during emergency military reserve duty. Supplemental pay from the Employer shall be in an amount which when combined with pay received by the employee for such service shall equal the total regular salary that would have been received by the employee from the Employer for the same period of time. Authorized leave under this Section shall not constitute a break in continuity of service and shall be considered as service time for all rights under this Agreement.
6. Employees shall be allowed five (5) days' compassionate leave without loss of pay in the event of death in the family, which shall be limited to spouse or domestic partner, son, daughter, mother, father, mother-in-law or father-in-law, daughter-in-law or son-in-law, grandmother, grandfather (including spouses' grandparents), grandchild, step-mother, step-father, foster parent, sister, brother, sister-in-law or brother-in-law, aunt, uncle, niece, or nephew or any other blood relative living under the same roof as the employee. 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. Employees shall be allowed one (1) day of compassionate leave with pay for the death of a co-worker. For the purposes of this section, a domestic partner's relatives shall be treated as spousal equivalents.
7. It is the policy of the Employer to follow all provisions of the Family and Medical Leave Act (FMLA) and to extend the provisions of FMLA to cover the domestic partners of employees.

### ARTICLE XII - SEVERANCE

1. In the event an employee is to be laid off, the Employer agrees to enter into bargaining over the details of a severance package within one (1) week of notice to the Union that a layoff will occur, pursuant to the following terms:
  - a. The employee shall receive cash severance pay in a lump sum.
  - b. The package may include non-cash benefits in addition to cash severance pay.

### ARTICLE XIII - STATEMENT OF NON-DISCRIMINATION

1. The Employer shall not discriminate against any employee because of race, color, religious belief or lack thereof, national origin, sex, age, sexual orientation, gender expression, political affiliation, veteran status, or disability.
2. The Employer shall not discriminate against any employee for their participation in any labor organization or their activities in organizing or maintenance of the Union.
3. No part of this Agreement may be interpreted in such a way as to violate section 1 or section 2 under any circumstances.

### ARTICLE XIV - MISCELLANEOUS

1. Outside Activities - Employees shall be free to engage in the practice of their craft or profession outside of normal working hours provided that such outside work does not conflict with the established policies of the Employer. No employee shall seek or accept any fee or honorarium from another party for work performed in his or her capacity as a representative of the Employer.
2. The Employer shall maintain a clean, sanitary and safe work place, including sanitary toilet facilities.

### ARTICLE XV - SEPARABILITY

**APPENDIX A - SALARY SCHEDULE**

The Employer agrees to a minimum salary schedule as follows. If an employee is assigned multiple job descriptions, the Employer and the Union will come to an agreement on the combined salary or wage for the position created. These figures represent the minimum salary or wage for each position - not the ceiling - and do not preclude the Employer, having reached an agreement with the Union, from paying more than the minimum:

Campaigns and Communications Director - \$65,000 / year

Raises will be subject to negotiation and agreement between the Employer and the Union.

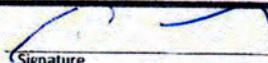
1. Should any provisions of this agreement be determined to be in violation of any federal, state, or local law or regulation, such determination shall not in any way affect the remaining provisions of the agreement and they shall remain in full force and effect. The parties shall negotiate such modifications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

**ARTICLE XVI – TERM OF AGREEMENT**

This agreement will be in effect for a period of three (3) years unless a notice is filed in writing by certified mail at least sixty (60) days prior to expiration of this agreement by either party of the desire to change the agreement.

**SIGNATURES**

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Signature  Print *Col Parks* Date *3/24/17*

**UNION**

Signature \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_

**EMPLOYER**

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Signature \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_

Signature  Print *CHARLIE FLEMING* Date *3/22/17*

Signature \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_