

# **COLLECTIVE BARGAINING AGREEMENT**

between

**Washington-Baltimore News Guild  
TNG/CWA Local 32035**

and

**Central Labor Council of Nashville  
and Middle TN**



Effective December 21, 2018 through December 20, 2021

## **Preamble**

The WBNG, in spirit of mutual solidarity, with both the letter and spirit of this agreement, seek to establish an equitable and harmonious relationship that will further the goals of the employer, enable effective and efficient operations, and provide employees with good wages and fair working conditions.

In this spirit, the parties herein collectively pledge ourselves to the more effective organization of working people: to the securing of full recognition and enjoyment of the rights to which they are justly entitled; to the achievement of ever higher standards of living and working conditions: to the attainment of security for all the people; to the enjoyment of the leisure which their skills make possible: and to the strengthening and extension of our way of life and the fundamental freedoms which are the basis of our democratic society.

We shall combat resolutely the forces which seek to undermine the democratic institutions of our nation and to enslave the human soul. We shall strive always to win full respect for the dignity of the human individual whom our unions serve.

## **Article 1- Union Recognition**

The Central Labor Council of Nashville and Middle Tennessee, AFL-CIO, herein referred to as "the employer," recognizes the Washington Baltimore News Guild (WBNG), herein referred to as "the Union," as the Exclusive Bargaining Agent for Bargaining Unit employees for the purpose of collective bargaining. Excluded from the Bargaining Unit are Chief of Staff, Officers, and Managers.

The Employer agrees that the Guild Representative, their designated representative, and/or duly appointed Union Stewards shall be the official spokesperson for said Union in any collective bargaining negotiations, grievance or matters of contract interpretation between the Union and the Employer. This agreement shall fully cover all full & part time employees.

The Employer shall provide for payroll deduction of union dues and COPE contributions on behalf of employees who authorize such deductions in writing.

The Employer shall post, in mutually agreeable place(s), the Washington-Baltimore News Guild TNG/CWA Local 32035 office signage. Such signage will be furnished by the Union.

## **Article 2- Job Security**

The probationary period for all staff shall be six (6) months. Employees shall be evaluated regularly, at least every two (2) months during their probation. This probation may be extended up to three (3) months by mutual consent of the Union and the Employer.

Time spent as a temporary/ contract/ project employee shall be credited toward satisfying the probationary period for the particular job involved. When a temporary/contract/project employee is converted into a permanent employee, they will serve a probationary period consisting of either three (3) additional months or that number of months which when added to the period of temporary employment equals a probationary period of six (6) months.

The Employer agrees to notify the Union in writing and meet with its representative to discuss any proposal that would result in the temporary or permanent layoff of employees due to economic or other unforeseen reasons at least fourteen (14) days prior to the layoff date or as long as practical. Laid-off employees shall have recall rights for twenty-four (24) months from the date of layoff. Every effort will be made to share the state of the organization's finances with CLC staff.

In the case of reduction or layoff, seniority will continue to accrue for six (6) months.

In the case of reduction or layoff, the rule of seniority shall prevail within a bargaining unit classification. That is, the employee hired last shall be the first laid off, and vice versa when recalled for service. In the case that an employee is recalled, they shall receive their former rate of pay.

Should it be found that the employee has been discharged unjustly or laid off unjustly, such employee shall be immediately reinstated to their former position and shall be compensated for all time lost at the regular rate of wages received by such employee.

### **Article 3- Discipline and Discharge**

Employees shall not be subject to discharge except for just and sufficient cause. An employee's service shall not be terminated due to a change of administration resulting from the election of a new president. Employees shall be given two (2) weeks notice or two (2) weeks pay in lieu of notice of any discharge.

Progressive discipline shall be as follows:

1. Verbal written warning
2. First written warning
3. Final written warning
4. Discharge

However, no warning notice need be given to the employee before discharge if discharge is for dishonesty, insubordination, or job abandonment.

Progressive discipline must be given in this order for same or similar infractions. After one (1) year, any discipline or reprimand will be removed from the employee's personnel file.

An employee shall be offered the chance to have representation by a Union Steward or Business Representative, either in person or by conference call in any meeting with the employer which is investigative in nature and could lead to disciplinary action being imposed on the employee.

An employee shall have the right upon request to review the contents of their personnel file. There shall be only one (1) file per employee. A Union representative may accompany the employer at their request in this review. The Union may review the employee's personnel file with written authorization from the employee.

### **Article 4- Grievance and Arbitration Procedure**

Step 1: The grievant shall present their grievance orally to their immediate supervisor within thirty (30) days of the date the grievant could have reasonably been expected to have knowledge of the existence of the facts constituting the grievance. The grievant may request a representative of their choosing to be present. Discussions will be informal for the purpose of settling differences in the simplest and quickest manner. The supervisor will have three (3) days to respond in writing.

Step 2: If the grievance is not settled, the grievant may reduce the grievance to writing and present it to the President of the Central Labor Council of Nashville and Middle TN or his/her

designee within ten (10) days. The employer shall investigate the alleged grievance and have a meeting with the grievant along with their representative of choice within ten (10) days of the receipt of the grievance. The employer shall notify the grievant of decision in writing no later than three (3) days following the meeting date.

Step 3: If the grievance is not settled, the grievant shall present the grievance to the CLC Executive Board, via the Secretary of the Board, within ten (10) days. The Executive Committee shall take up the matter at the next regularly scheduled monthly Executive Board meeting, where the grievant will appear to discuss the grievance. The Executive Board shall have seven (7) days to notify the grievant of their decision.

Step 4: If the grievance is not settled, it may be submitted to arbitration no later than ten (10) days from the date the last grievance step was concluded. If either party intends to submit the grievance to arbitration, that party shall give written notification of such decision to the other party within ten (10) days. The arbitrator shall be selected by mutual agreement of the parties. Hearings before the arbitrator shall be conducted in accordance with the respective rules or regulations of whichever arbitration service is selected. Expenses for the arbitration services shall be borne equally between the Employer and the Union. The arbitrator's decision shall be final and binding, but the arbitrator shall have no power to alter, modify, amend, add to, or detract from the terms of this Agreement.

Failure of the Employer to provide a written response at any step during time limits provided shall automatically move the grievance to the following step.

Failure to file a grievance in a timely fashion in one instance shall not preclude filing on a similar issue which occurs subsequently.

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

### **Article 5- Hours of Work**

The standard work week will be five (5) days within a seven (7) day period for full time employees. Employees may work flexible work schedules by adjusting days worked, starting and quitting times, so long as the Employer's operational needs are met and job requirements are met.

Whenever the scope of work requires 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 pay week. In the event that such compensatory time cannot be taken during the same pay week, it may be rolled over into a subsequent week, however, compensatory time shall be taken as soon as practical.

Similarly, when an employee is required to work a non-standard work day of more than eight (8) hours, the employee shall be entitled to compensatory time off for time in excess of eight (8) hours.

Out-of-town assignments will be discussed with the employee as far in advance as possible.

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.

### **Article 6- Wages**

Starting wages for full time bargaining unit employees shall be \$45,000/ year. A three (3) percent raise shall be given to each full time bargaining unit employee annually for the life of this contract. Such raise shall be provided on their anniversary date.

0 years service -	\$45,000.00
1 years service -	\$46,350.00
2 years service -	\$47,740.50
3 years service -	\$49,172.72
4 years service -	\$50,647.90

### **Article 7- Part Time and Temporary Employees**

The Employer may elect to hire part time employees. Such employees shall be considered part of the bargaining unit, and, therefore, each article here within shall apply to part time employees. The Employer agrees that full time positions should be, wherever possible, created and maintained.

Part time employees shall not be paid less than \$15/hr. Paid leave, vacation, and paid holidays shall be pro-rated to reflect the average hours of weekly work performed by the part time employee.

Interns, temporary, project, or contract employees shall not be considered part of the bargaining unit; however, every effort will be made to ensure that they are provided with fair and just working conditions and adequate compensation for their services. Interns, temporary, contract, or project employees' work shall be limited in scope and last no more than six (6) months in duration. In the case that employment extends beyond six (6) months, both parties shall meet to bargain over the status of the employee. Parties can mutually agree to extend employment period for interns, temporary, project, or contract employees, or convert said employees into bargaining unit staff. Both parties also agree that the work provided by Interns, temporary, project, or contract employees shall not diminish nor seek to infringe upon the Bargaining Unit work of the Guild.

## **Article 8- Employee Benefits**

The employer agrees to maintain medical insurance on full time employees, their dependents and their spouse or spouse equivalent / domestic partner. The Employer agrees to pay one hundred (100) percent of premiums for all benefits outlined in this section.

The employer gives the right to the Union to reopen the contract at any time during the life of this contract, with 30 day written notice sent via certified mail, for the purposes of negotiating pension or 401K benefits for employees.

## **Article 9- Vacation**

The Employee will be entitled to the following paid vacation each year during the term of this Agreement, or paid vacation as entitled by law, whichever is greater:

- >2 year service: eighty (80) hours of paid vacation
- 2 years service: one hundred (100) hours of paid vacation
- 3 years service: one hundred twenty (120) hours of paid vacation
- 4 years service: one hundred forty (140) hours of paid vacation
- 5+ years service: one hundred sixty (160) hours of paid vacation

Employee shall be eligible to take vacation after four (4) months continuous service.

The times and dates for any vacation will be determined by mutual agreement between the Employer and the Employee. Any unused vacation time may be rolled into the following year.

An employee may elect, at their sole discretion, to be paid for accrued vacation time on taking a leave of absence.

Upon termination of employment (or death), the Employer will pay compensation to the employee or the employee's estate for any accrued and unused vacation days.

## **Article 10- Holidays**

The following will be considered paid holidays:

New Year's Eve	Thanksgiving
New Year's Day	Day after Thanksgiving
MLK Day	Christmas Eve
May Day	Christmas Day
Memorial Day	One Floating Holiday
4th of July	Five days sick/personal time
Labor Day	

If an employee is required to work on any aforementioned holidays, they shall receive double compensatory time off for their sacrifice and dedication.

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 either the last day(s) of business prior to the holiday or first day(s) of business following the holiday at the employee's sole discretion.

### **Article 11 - Leaves of Absence**

**Sick Leave-** Any employee physically unable to work for any period exceeding time allocated via sick or personal days may supply a certificate from the attending physician that the employee is physically unable to work, and be considered on unpaid sick leave until released by the physician.

Physical inability to work due to pregnancy or childbirth will be considered to be the same as inability to work due to sickness.

**Personal Leave-** Upon written request with as much advance notice as possible, the Employer will grant employees a one month 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. The employer shall not arbitrarily deny such leave. Additional time may be granted based on work demands.

**Union Leave-** 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.

**Service Leave-** 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 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.

**Family Leave-** 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.



**Jury Duty/Reserve Duty-** 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.

**FMLA-** 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.

**Compassionate Leave-** Employees shall be allowed up to 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. Employees shall be allowed up to two (2) days' compassionate leave without loss of pay in the event of the death of an 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 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.

#### **Article 12- Non-Discrimination**

The Employer shall not discriminate against any employee because of race, color, religions belief or lack thereof, national origin, sex, age, sexual orientation, gender expression, gender identity, political affiliation, veteran status, or disability.

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.

#### **Article 13- 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 and they shall remain in full force and effect. The parties shall negotiate such modifications as are necessary for compliance with the law.

**Article 14- Management Rights**

Except to the extent expressly limited in this Agreement, the Employer retains the exclusive right to manage, operate, and administer the affairs of the Central Labor Council of Nashville and Middle Tennessee and to direct its workforce.

**Article 15- Term of Agreement**

This agreement, entered into on this 21st day of December, 2018 between the Washington-Baltimore News Guild TNG/CWA Local 32035 and the Central Labor Council of Nashville and Middle Tennessee.

This agreement will be in effect for a period of three (3) years and shall automatically renew from year to year, unless a notice is filled in writing by certified mail at least sixty (60) days prior to expiration of this agreement by either party of the desire to change, modify, or terminate the agreement. In the event either party serves notice with respect to changes or modification or termination of the Agreement, it is agreed that the parties shall begin negotiations promptly.

**FOR THE UNION:**

  
\_\_\_\_\_  
Anne Barnett

1/4/19  
date


  
\_\_\_\_\_  
Michael Callahan-Kapoor

1/4/2019  
date

**FOR THE EMPLOYER:**

  
\_\_\_\_\_  
Vonda McDaniel

01/04/2019  
date

  
\_\_\_\_\_  
Ethan Link

1/4/2019  
date