

Between

WASHINGTON-BALTIMORE NEWS GUILD

And

The Jobs With Justice Education Fund (JWJEF)

January 1, 2021-December 31,2023

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## **ARTICLE 1 COVERAGE**

1. This Agreement covers all full-time, part-time and temporary employees, except those excluded in Section 2 below.
2. This Agreement does not cover supervisors, managerial, or confidential employees as defined by the National Labor Relations Act.
3. The jurisdiction of the Guild shall cover all work performed by Employees in the departments and classifications listed above in Section 1. The type of work normally performed within the bargaining unit by employees covered in Section 1 shall be performed by employees covered by this agreement except that nothing in this section shall be interpreted to bar employees in the positions excluded from this Agreement in Section 2 from continuing to perform the work done by them as part of their normal function.

## **ARTICLE 2 TEMPORARY AND PART-TIME EMPLOYEES, INTERNS, FELLOWS AND CONSULTANTS**

1. The Employer will notify the Guild one week in advance where practicable, upon hiring a temporary employee or utilizing a person employed by a temporary employment service("agency temporary") to perform work normally performed within the Guild's bargaining unit.
2. The Employer may utilize an agency temporary for up to six (6) months in order to replace an employee on leave under Article 11 (Leaves) of this Agreement or up to three (3) months to fill a vacant position that the Employer has been unable to fill on a permanent basis. These time limits may be extended by mutual agreement with the Guild. Agency temporaries are not covered by the provisions of this Agreement.
3.
  - a) The Employer may hire temporary employees for up to six (6) months to replace an employee on leave under Article 11 (Leaves) of this Agreement. This may be extended with mutual agreement with the Guild. Temporary employees hired under this section shall be covered by all provisions of the collective bargaining agreement except Article 16 Health Insurance and Article 17 Retirement. Temporary Employees hired under this section shall be provided with a stipend of \$200 per month to purchase health insurance.
  - b) The Employer may hire temporary employees to fill a vacant position that the Employer has been unable to fill on a permanent basis after the normal recruitment process. Absent Guild approval of an extension, after three (3) months an employee hired under section 3 b) must

either be made permanent or discharged. Employees hired under this section are covered by all provisions of the CBA except Article 16 Health Insurance and Article 17 Retirement. Temporary Employees hired under this section shall be provided with a stipend of \$200 per month to purchase health insurance.

4. A temporary Employee shall not eliminate, displace or replace a regular full-time Employee (except as noted above).
5. Part-time: Employees employed on a permanent part-time basis shall receive, at a pro rata scale, all benefits of this Agreement.
6. Part-time employees shall not be employed where, in effect, such employment would eliminate, displace or replace a regular full-time employee; provided, however, that in the event of a curtailment of work, a full-time employee may be given the option to take part-time employment in lieu of being discharged.
7. a) The intern program of JWJEF and fellowships sponsored by other organizations are intended to advance the work of JWJEF and provide practical training and experience in workers' rights education and social justice.  
  
b) Internships and fellowships will be limited to six (6) months' duration, (1) unless otherwise extended through agreement reached in LMC, or (2) if the intern or fellow is receiving compensation or credit from another institution or program, for example, a university or leadership program, and the term of the internship or fellowship is longer than six (6) months, the duration of the internship or fellowship will be for the length specified by the sponsoring entity. Interns and fellows will not be utilized to displace a regular employee or fill a regular position.  
  
c) Neither interns nor fellows are covered by the provisions of this Agreement. To the extent the sponsoring entity provides or sets compensation and benefits, sets other terms and conditions applicable to the internship or fellowship, or specifies minimum standards in compensation and benefits or other terms and conditions of employment, that compensation, those benefits and those terms and conditions of employment will apply.
8. The Union recognizes the Employer's need to use the services of consultants to provide services or expertise unavailable from the JWJEF's Guild-covered employees. The Union also recognizes the Employer's need to use the services of consultants to augment the work of Guild-covered employees. The Labor Management Committee will review all consultant contracts that are longer than ninety (90) days or more than \$5,000 and will discuss and recommend, if they choose, alternate approaches. In any case, a consultant performing

duties normally or previously performed by Guild employees shall not be kept under contract for more than ninety (90) days without the approval of the Guild.

#### **9. Project Fund Employees (PFE)**

- a) A project fund employee is an employee funded by an external entity hired for a specific project and fixed length of time, not to exceed 12 months, without the consent of the Guild. A PFE shall not replace a bargaining unit employee or fill a bargaining unit vacancy. A PFE shall be covered by all the terms of the contract, except for Article 6, Section g (severance), unless the PFE's term is ended prematurely.
- b) A PFE who becomes a regular employee shall have their hire date relate back to the first day they were hired as a PFE and shall become eligible for severance.
- c) The employer shall notify the Guild as soon as practicable when it identifies funding for a PFE. The employer shall provide the Guild with the name and source of the funding; the proposed length of time; salary; duties and any other pertinent information.
- d) There shall be no more than one PFE on staff at any time, except with Guild approval. Upon notification of a proposal to hire more than one PFE, the Guild has 2 business days to respond.
- e) Article 15 (Filling of Vacancies) shall apply. Bargaining unit employees who move into a PFE position retain all their contractual rights except Severance.
- f) PFE shall be treated as any other employee in regard to filling vacancies in the bargaining unit.

#### **ARTICLE 3 UNION SECURITY**

- 1. It shall be a condition of employment that all employees covered by this Agreement who are members of the Guild in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall become and remain members in good standing in the Guild. The foregoing provisions shall be effective in accordance and consistent with applicable provisions of federal, District of Columbia and state laws. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on or before the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Guild.
- 2. The Guild 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 the Washington-Baltimore News Guild.

3. The Employer agrees to supply the Guild once each year with a salary list of all employees in the Guild bargaining unit, showing name, address, sex, race (if known), date of birth, date of hiring, job title, and salary. The Employer further agrees to supply to the Guild once each month a list of the employees in the unit who are added to and deleted from the payroll and any changes in the job classifications or salaries.
4. There shall be no interference or attempt to interfere with the operation of the Guild in the performance of its duties as the bargaining agent for the employees covered by this Agreement.
5. Subject to work needs and availability of space, Guild meetings may be held and attended during working hours on the Employer's premises, provided such meetings are reasonable in frequency and duration. The Guild will give the Employer reasonable notice of such meetings.
6. The Employer shall provide for payroll deductions for COPE on behalf of employees who authorize such deductions in writing.

#### **ARTICLE 4 DUES DEDUCTION**

1. JWJEF shall, in compliance with all applicable law and on the basis of individually signed voluntary check-off authorization cards, deduct from the twice-monthly paycheck of each employee and pay to the Guild not later than the fifteenth (15th) day of the following month membership dues and initiation fees. Such amount shall be deducted from the employee's earnings in accordance with the Guild's schedule of rates furnished in writing to JWJEF by the Guild. Such schedule may be amended in writing by the Guild at any time. An employee's voluntary written check-off authorization shall remain effective in accordance with the terms of such authorization.
2. Check-Off Authorization Form: The parties agree that the check-off authorization shall be in the following form:

#### **ASSIGNMENT AND AUTHORIZATION**

#### **TO DEDUCT GUILD MEMBERSHIP DUES**

To: Jobs With Justice Education Fund

I hereby assign to the Washington-Baltimore News Guild, Local 32035 The News Guild-CWA, and authorize JWJEF to deduct twice monthly from any salary earned or to be earned by me as an employee, an amount equal to Guild initiation fees, dues and assessments as certified by the Treasurer of the Guild starting in the first week in the month following the date of this assignment. I further authorize and request JWJEF to remit the amount deducted to the Guild not later than the 30th day of each month.

This assignment and authorization shall remain in effect until revoked by me, but shall be irrevocable for a period of one year from the date appearing below or until the termination of the contract between JWJEF and the Guild, whichever occurs sooner. I further agree and direct that this assignment and authorization shall be continued automatically and shall be irrevocable for successive periods of one year each or for the period of each succeeding applicable contract between JWJEF and the Guild, whichever period shall be shorter, unless written notice of its revocation is given by me to JWJEF and to the Guild by registered mail not more than thirty (30) days and not less than fifteen (15) days prior to the expiration of each period of one year, or of each applicable contract between JWJEF and the Guild, whichever occurs sooner. Such notice of revocation shall become effective for the calendar month following the calendar month in which JWJEF receives it.

This assignment and authorization is voluntarily made in order to pay my equal share of the Guild's costs of operation and is not conditioned on my present or future membership in the Guild.

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Print Name

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Employee's Signature

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Date \_\_\_\_\_

## **ARTICLE 5 JOB SECURITY**

1. The Employer shall have the unlimited right to discharge a new employee who has not concluded a probationary period of six (6) months, beginning from the date that the employee begins work, provided that on or before the three (3) month anniversary date and on or before the five (5) month anniversary date the progress of the new employee will be evaluated and notified in writing if any problem or problems appear to be developing. The probationary period shall end on the last working day before the six (6) month anniversary of the employee.

2. Employees with more than six (6) months of service shall not be subject to discipline or discharge except for just and sufficient cause. All discipline shall be progressive.
3. Employees with more than six (6) months of service shall be given two (2) weeks' notice, or two (2) weeks' pay in lieu of notice, of any discharge and one (1) week severance pay for each year of service, or major fraction thereof up to a maximum of four (4) weeks, except that employees discharged for gross misconduct, insubordination, or whose discharge is self-provoked shall not be entitled to notice or severance pay.
4. The Guild shall be notified in writing, simultaneously with the employee, of any discipline or discharge.
  - a) The first stage will be a verbal warning.
  - b) The second stage will be a written warning.
  - c) The third stage will be a three (3) month Performance Improvement Plan. This will be negotiated by the unit member and a Guild representative and with their manager and a manager representative. A standard PIP for Guild and Management use will be co-developed by LMC and the Finance and Operations department.
  - d) At the conclusion of the PIP both parties will reconvene to assess what has improved and what has not. If both parties are satisfied, the PIP will conclude and both parties will sign off on it. If not, a continuation of the PIP will be drafted with suggested changes.
5. Any employee and the Guild shall have the right to review the employee's personnel file at a mutually convenient time and, upon request, shall be provided copies of all material in the employee's file. An employee shall have the right to file an answer to any material submitted for inclusion in the employee's file and such answer shall be attached to the file copy.
6. If no other discipline has been received, notices of discipline shall be removed twelve (12) months after issuance.

## **ARTICLE 6 LAYOFFS**

1.
  - a) The Employer shall notify the Guild in writing at least ninety (90) days prior to any proposed layoff to reduce the force, specifying the job title and number of employees. During the first two-weeks of that notice period, the Employer will meet with Guild representatives and provide the economic justification for the layoff. Loss of project-specific grant funding shall be cause for economic justification. The Employer and Guild will discuss possible alternatives to a reduction in force.
  - b) Layoffs shall be made in the inverse order of seniority in the classification by department. An employee who could be trained within forty-five (45) days to do the job of a less senior employee in the same department shall be moved into that position and the less senior employee laid off. Further, an employee who is notified of layoff and who has held a previous position in a different department, may bump a less senior employee

in that position. Employees notified of layoff also may fill any vacant bargaining unit position for which they meet the minimum job qualifications or could be trained within forty-five (45) calendar days to carry out the position duties. An employee promoted or transferred under this Article shall have a trial period of ninety (90) calendar days which may be extended by agreement with the Guild. The Employer's evaluation of the employee shall be discussed with the employee at least forty-five (45) calendar days before the end of the trial period.

- c) Employees shall be placed upon a rehiring list for two (2) years. The Employer, before filling a vacancy for which a laid-off employee is qualified, shall notify the laid off-employee(s) by mail and/or email at the employee's last known address. If within ten (10) working days of the date of said letter an employee to whom such notice has been sent has not answered or has not accepted reemployment for which such employee is eligible, the employee's name shall be removed from the rehiring list and the employee need not be any longer considered for re-employment. In the event of a reply by any or all such employees on the list so notified, the Employer shall fill said vacancy from among those so replying who request such re-employment in the order of their seniority in the classification or classifications within which the vacancy occurs. In the event the vacancy cannot be filled by an employee or employees on the rehiring list, the Employer may fill the vacancy with a new employee or employees. Time spent on a rehiring list shall not constitute breaks in service, but will not be counted as service time in accruing vacation, sick leave, holidays, and other leave time and need not be counted as service time in computing severance pay.
- d) Seniority shall be based on an employee's continuous service with National Jobs with Justice or American Rights at Work in a bargaining unit position. Employment at a Jobs with Justice local coalition does not count towards seniority in Article 6, except as noted in Sec. 1 h below. Temporary absences due to illness or approved leave will not break seniority. An employee promoted or transferred outside of the Guild's jurisdiction and who remains continuously employed by the Employer and later returns to the Guild bargaining unit shall retain the employee's seniority at time of promotion or transfer.
- e) A laid-off employee shall receive health insurance at the Employer's expense for six (6) months, or until the employee receives health insurance from a new employer, partner or spouse, whichever comes first. An employee who receives healthcare as described above has an obligation to report that to JWJ as soon as the coverage begins.
- f) An employee rehired under this article into the grade previously held shall be paid the salary they received at the time of layoff, plus any increase they would have received had they not be laid off. An employee rehired into a higher grade shall be paid at the bottom step of that grade. An employee rehired into a lower grade shall be paid at the top step of that grade.
- g) Severance shall be paid as follows:

6 to 12 months service – 4 weeks of salary

12 to 24 months service – 8 weeks salary

24 to 48 months service - 12 weeks salary

48 months or more service – 16 weeks salary

h) Employment at a Jobs with Justice local coalition counts towards up to 12 months of service for severance payments.

2. There will be no layoffs when a Project Fund Employee (PFE), consultant or temporary employee is performing work that a Guild-covered employee subject to a layoff could perform or could be trained to perform within forty-five (45) days.
3. JWJEF will attempt to assist laid-off employees in finding other employment.
4. Severance benefits are not available for the SLAP coordinator position, except if the person is laid off prior to the end of the agreed-to term or if the term is extended and the person is subsequently laid off. JWJ shall notify the Guild in writing of the initial term and any extensions.
5. Severance benefits are not available for a PFE, except if the person is laid off prior to the end of the agreed-to term – including any extension granted by the Guild – in which case section 1 g above shall apply.

## **ARTICLE 7 GRIEVANCE AND ARBITRATION PROCEDURE**

1. A grievance means a dispute or controversy arising out of or involving the interpretation or application of this Agreement. Grievances shall be filed in writing with the grievant's Supervisor within fifteen (15) working days after the occurrence or within fifteen (15) working days after the grievant or Guild become aware of the occurrence or should have reasonably become aware of the occurrence. Efforts to adjust grievances shall be made on JWJ work time within reason.
2. Step One: There shall be a meeting between a Guild steward, the grievant (by teleconference, at JWJ expense, if the employee is outside the Washington, D.C. area) and the Department Head (and/or designees) within fifteen (15) working days of the receipt of the written grievance. The employer shall respond in writing within fifteen (15) working days of this meeting. If the employer does not respond, the Guild may move the matter to arbitration.

3. 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, not satisfactorily settled by step one may be submitted to final and binding arbitration by either party within (15) working days of the Step One response. If the parties cannot agree on the impartial arbitrator, then the Federal Mediation and Conciliation Service (FMCS) will be requested to designate a panel of arbitrators, and the arbitrator shall be selected by the parties alternately striking names from the list until one name remains and that person shall be the arbitrator. All joint costs of such arbitration (for example, any FMCS fees, the fees and expenses of the arbitrator, hearing room costs) 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. Each party shall bear the expenses it incurs solely on its own behalf (for example, witness expenses – excluding JwJ employees who are witnesses -- attorneys fees). Failure to file a grievance in a timely fashion in one instance shall not preclude filing on a similar issue which occurs subsequently.
4. The term “grievant” shall be considered to include: any individual Guild member, a group of Guild members or the Guild.
5. The time limits set forth in this Article may be extended upon mutual agreement.

## **ARTICLE 8 SICK LEAVE**

1. Employees will earn one (1) day per month of sick leave, to be used for the illness, medical appointments or wellness care of the employee or their parents, spouse, dependents, or significant other persons. Part-time employees earn sick leave at the appropriate proportion of the full-time rate.
2. Sick Leave, up to sixty (60) days, may be accumulated from year to year. Upon termination of employment employees will not be paid for earned but unused sick leave.
3. When a staff member is sick, they should arrange to notify the office early on each day of absence (unless other arrangements have been made). An employee may ask to take leave without pay after all accrued sick leave is used. This request for additional unpaid sick leave must be approved by the employee's supervisor and will not be unreasonably denied.
4. A Sick Leave Bank will be a depository of sick days voluntarily donated by bargaining unit members from their individual accruals. The Sick Leave Bank may be used by participants who have completed their probationary period in the event of a serious illness or injury that results in their long-term absence from employment. The maximum number of leave days in the Sick Leave Bank at any one time will be sixty (60) days.
5. Physical inability to work due to pregnancy or childbirth will be considered to be the same as inability to work due to sickness.

6. The employer may require a doctor's note for any sick leave absence of more than five (5) consecutive days.

## ARTICLE 9 VACATION

1. Beginning with the first month of employment, employees accrue paid vacation time at the rates specified below:

Employed for:

Years 1: 15 days per year (1.25 day/month)

Years 2 and 3: 20 days per year ( 1.66 days/month)

Years 4, 5, 6: 25 days per year ( 2.08 days/month)

Years 7+: 30 days per year (2.5 days/month)

The vacation year is the calendar year. Employees shall not be entitled to take vacation until after completing three (3) months of continuous service, or sooner with the approval of the supervisor. Part-time salaried employees earn vacation time at the appropriate portion of the full-time rate.

2. Scheduling of a vacation is at the employee's written request with the approval of their direct supervisor. Use of vacation time of a week or more should be scheduled in writing with the employee's direct supervisor at least one (1) month in advance. Employees are encouraged to give as much notice as possible.
3. It is the policy of the Employer for employees to take vacation in the year it is earned. Except as noted below, Employees may carry up to twenty (20) days of vacation time into the next vacation year. Employees are strongly encouraged to take vacations each year. Carryover of more than twenty (20) days of vacation must be approved by a supervisor. In 2021, Employees shall be allowed to carry over more than twenty (20) days from 2020 for use before April 1, 2021. A departing employee would be limited to cashing out only twenty (20) carry-over days and any accrued days since January 1, 2021.
4. Upon termination of employment, employees will be paid for all accrued but unused vacation time. Employees may borrow a maximum of five (5) days against future leave. An employee is responsible for compensating Jobs with Justice for any vacation time used but not accrued at the termination of their employment.

5. Cumulative time worked full-time at Jobs With Justice Education Fund or at a JwJ local coalition or American Rights at Work shall be included for calculating vacation.

## **ARTICLE 10 HOLIDAYS**

1. All employees are entitled to the following holidays:

- Martin Luther King Day
- Inauguration Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Indigenous People's Day
- Veterans' Day
- Thanksgiving Day
- Friday after Thanksgiving

Employees, with 30 days advance notice to their supervisor, may take up to three (3) paid days off per calendar year for religious observances that are in conflict with normal business hours. Employees required to work on any of the above days should consult with their supervisor to schedule a substitute day off.

2. Winter office closing

- a) 2021: The office will be closed starting December 23 and will reopen January 3, 2022
- b) 2022: The office will be closed starting December 23 and will reopen January 2, 2023.
- c) 2023: The office will be closed starting December 22 and will reopen January 2, 2024.

3. The employer will recognize any other holiday which may hereafter be declared a general holiday by the President of the United States and may grant other holidays at its discretion.

4. Part-time employees are paid for the appropriate proportion of hours for each holiday.

## ARTICLE 11 LEAVES

1. Bereavement Leave: Employees shall be allowed five (5) days' compassionate leave, or more with approval of the supervisor, without loss of pay, in the event of death of a loved one.
2. Parental Leave: Employees are entitled to time off in connection with the birth or adoption of a child. After one (1) year of employment, employees are entitled to 12 weeks of paid leave, and an additional 12 weeks of unpaid leave. The employee may use their accrued vacation for the unpaid leave for up to 6 weeks. Employees with less than one year of employment are entitled to up to 12 weeks of unpaid leave. Leave does not have to be consecutive. JWJEF will recognize parental leaves for the birth of a JWJEF employee's partner's child who is not biologically related to the JWJEF employee, the adoption of a child a JWJEF employee has not legally adopted but for whom the JWJEF employee shares parenting duties and for similar family formations created in the future.
3. a) Employees shall be permitted up to three (3) days of leave with pay per year for civic activities. If an employee's need for leave is foreseeable, the employee shall provide the employer with reasonable prior notice of the requested leave.  
  
b) Employees shall be permitted up to three (3) days of leave with pay per year for parent teacher conferences, unscheduled school closings, and other school related activities. If an employee's need for leave is foreseeable, the employee shall provide the employer with reasonable prior notice of the requested leave.
4. Employees who are eligible voters shall receive sufficient time off, not to exceed two (2) hours, to vote. Employees on out-of-town assignments shall utilize absentee ballots.
5. Sabbaticals: Employees will be entitled to an eight-week paid sabbatical after each 5 years of employment with Jobs with Justice and/or American Rights at work. Up to 2 years of service within the Jobs With Justice network may count towards the five (5) year requirement. Sabbatical time will not reduce paid vacation time to which an employee is entitled. Sabbatical time does not accrue after every five (5) year period. Sabbaticals must be scheduled with the employees' direct supervisor, along with a work coverage plan and the exact dates of the sabbatical, at least three months in advance. In the event of multiple requests, it is the policy of the employer to stagger sabbaticals by seniority within JWJ, ARAW or the JWJ network to ensure adequate staffing levels. Sabbatical should not be taken in years when an employee can reasonably foresee taking more than thirty (30) consecutive days of other leave. The employees completing a sabbatical must continue their employment with JWEF for eight months upon completion of sabbatical. Should the employee leave JWJEF voluntarily before eight months are complete, the employee shall forfeit the equivalent of one week's pay for each two months short of eight months. (For example, an employee leaving after six months would forfeit one week's pay).

6. Guild Leave: In the event an employee is elected or appointed to any office or position in The Newspaper Guild or Communications Workers of America or a local of The Newspaper Guild or Communications Workers of America, this shall be considered good and sufficient cause for an unpaid leave of absence and the leave shall be granted. An employee who is elected or appointed to any other labor position or a government position, may be granted an unpaid leave of absence by the Employer. Employees on Guild leave shall not accrue vacation or sick leave and are responsible for their health insurance.
7. Military 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. Employees on Military Leave shall not accrue vacation or sick leave and are responsible for their health insurance.
8. The Family and Medical Leave Act and the Americans with Disabilities Act shall apply to the employees of JWJEF. For the purposes of this section, a domestic partner shall be treated the same as a spouse.
9. Jury/court duty
  - a. An employee called for jury duty will be allowed the necessary time off to render such civic service.
  - b. The employee will be paid their regular wages for periods of jury duty coinciding with the employee's regularly scheduled work hours.
  - c. During the course of jury duty, the employee will report for work on any day, or portion thereof, when the services of the employee are not required in court. Unless the jury is sequestered, we expect employees to cover reasonable work responsibilities remotely during jury duty breaks as agreed upon with their supervisor.
10. Authorized leave under this Article shall not constitute a break in continuity of service and shall be considered as service time for all rights under this Agreement except as noted in this Article.

## **ARTICLE 12 PROFESSIONAL AND PERSONAL DEVELOPMENT**

1. When an employee is required by the Employer to take further education, the Employer will pay the cost of such education.
2. JWJEF will contribute up to \$1,000 per calendar year per employee participating in professional development educational training programs, conferences, or seminars related to work performed by the employee. Starting in 2018, these funds will be

made available in two-year cycles (\$2,000 per two years per employee). An employee's request for a professional development program exceeding their allotment may be approved by their supervisor if funds are available.

3. At the end of each professional development cycle (2019, 2021, etc), unused funds will be distributed, in equal amounts, to all employees as additional compensation.
4. The Guild will be given one (1) month notice of intent to introduce new or modified equipment or software that effect employees' jobs. Affected employees will be given adequate training at the expense and on the time of the Employer.

### **ARTICLE 13 WAGES**

1. Effective contract signing the salary scale shall be as shown in Appendix A. Employees hired after the signing of this agreement shall be placed on the steps based on their comparable work experience, e.g. an organizer with five years organizing or a researcher with five years research experience would be placed at Step 5. Post-graduate education related to the job shall count toward years of experience. If a new hire's experience level falls above the salary range for the new position, they shall be placed on the highest step of the position. If the new hire's experience level falls below the salary range for the position, they shall be placed at the bottom step of the range. If a current employee wishes to take a permanent or PFE position where the top of the salary range is below their current salary, they will move into the top step of that lower salary range.
2. Retroactive to January 1, 2021, Employees shall move up one step January 1 of each year.
3. Each Employee with five (5) years or more seniority shall receive a longevity increase of \$1,500.00 added to their base pay. Each Employee with five year's seniority intervals thereafter (10 years, 15 years, and 20 years) shall receive an additional \$1,500.00 added to their base pay. Seniority includes time worked at Jobs with Justice, a JwJ affiliate or American Rights at Work. Longevity increases are not step increases. Employees who receive one will remain in their existing step with an increased salary.
4. Excluding the executive director, the highest paid employee of the organization shall not receive a salary exceeding two and a-half (2.5) times the Step zero salary in Appendix A.

### **ARTICLE 14 HOURS AND OVERTIME**

1. The standard workweek for FLSA nonexempt employees shall be five (5) days. The standard workday shall be seven and one half hours (7.5) hours exclusive of a meal break.
2. Authorized work performed by nonexempt employees in excess of 37.5 hours in any one week or on Saturday, Sunday, or holidays shall be paid at the overtime rates as herein set forth.

- a. When a nonexempt employee is required to work overtime (other than holidays), the overtime shall be compensated for at one and one half times the employee's straight time hourly rate of pay. An employee required to work on the sixth day, Sunday or holiday shall be guaranteed a minimum of four hours' overtime pay. All authorized work performed on holidays shall be compensated for at one and one-half times the employee's regular straight-time rate of pay in addition to their holiday pay.
3. FLSA exempt employees whose assignments require them to work on a weekend. Such employees assigned to work on a weekend will accrue one (1) day of compensatory leave for each weekend day worked, the time to be used will be in consultation with the supervisor. Employees are encouraged to use the compensatory time off within ten (10) business days of accrual and it shall be taken within ninety (90) business days of accrual with appropriate notice and advance approval of the employee's supervisor. Approval shall not be unreasonably denied.
4. It is understood that exempt employees, will from time to time, work long hours and shall be permitted to adjust their schedules. In consultation with their supervisor an employee may adjust their schedule to accommodate their home work balance.
5. The Employer and the Guild recognize the value, desirability, and need for alternative work schedules and arrangements – including, but not limited to, telecommuting, flex hours -- either on a regular or ad hoc basis. Requests for such schedules or arrangements shall be granted unless it is operationally unworkable. Requests for alternative work schedules and arrangements should be made in writing and accompanied by a detailed plan for how to make the arrangements operational for business. Denials shall be in writing, citing the specific business operational reason(s) which make the proposal unworkable. Such existing alternative work schedules and arrangements will be maintained, subject to the Employer's operational needs. Alternative work schedules and arrangements will be evaluated at the end of the initial 30 days. Alternative work arrangements may be discontinued, with at least fourteen (14) days notice, due to unforeseen circumstances or problems that make the plan unworkable.
6. It is the policy of the Employer to follow the guidelines set by the federal government (or the local government for employees who work remotely) with respect to closing, reporting, and departure times in the event of inclement weather or other health and safety emergency.

## **ARTICLE 15 FILLING OF VACANCIES**

1. The Guild shall be notified of all vacancies at JWJEF. The term "vacancy" includes an opening in an existing position or an opening resulting from the creation of a new position. The Employer recognizes the importance of seniority and desirability of filling vacancies by promotion or transfer and that job requirements regarding experience and education should be commensurate with the position and not set artificially high. JWJEF agrees to

consult with the Guild through the Labor Management committee when updating existing job descriptions or formulating new job descriptions. Current employees within the unit who bid on and meet the minimum posted qualifications of the vacancy shall be given primary consideration and shall be placed in the position unless an outside candidate is demonstrably more qualified or is equally qualified and meets affirmative action goals. If the selection is between two qualified employees, the senior shall be placed in the vacancy.

2. When a job announcement is created, management shall determine the approximate years of experience required for the job and post a salary range that reflects the steps outlined in Appendix A.
3. Within fifteen (15) working days of a position's becoming vacant, the Employer either will post the position to be filled consistent with the provisions of this Article or will notify the Guild of the Employer's intentions as to the filling, leaving vacant, abolishment, or reclassification of the vacant position, in which event the Employer will meet with the Guild on request to discuss.
4. JWJEF and the Guild recognize the desirability of recruiting from our network of affiliates. When the Employer posts an opening internally, the Employer shall also post the opening to the JWJ network for five (5) working days, simultaneous to the internal posting period for employees.
5. When the Employer decides to fill a vacancy, the Employer shall post the opening via email for five (5) working days prior to advertising to non-employees. JWJEF recognizes the desirability of including bargaining unit members in search processes when practical.
6. On transfer to another bargaining unit position that requires the same minimum level of experience as their current position, an employee shall have their salary increased by one step.
7. An employee promoted into a more advanced level of their current position shall have their salary increased by two steps. An employee promoted to a senior level position shall have their salary increased by three steps. Such promotions shall be accompanied by an updated job description reflecting new title, responsibilities, and expectations of the role. The Guild shall be informed when the Employer is making such a promotion. The employer shall provide the Guild with the updated job description and salary.
8.
  - (a) An employee promoted or transferred under this Article shall have a trial period of ninety (90) calendar days which may be extended by agreement with the Guild.
  - (b) The Employer's evaluation of the employee shall be discussed with the employee at least forty-five (45) days before the end of the trial period.
  - (c) During the first twenty-five (25) calendar days of the trial period, the employee may elect to return to the position from which promoted or transferred without penalty or prejudice, unless the position has been filled.

(d) At the end of the trial period, the employee shall be confirmed in the position unless the employee has been unable to perform the duties of the job in the opinion of the Employer. If during the trial period the employee is unable to perform the duties of the new position satisfactorily in the opinion of the Employer, the Employer may place the employee in their previous position or in a comparable position, without penalty or prejudice.

(e) If an employee returns to the position from which promoted or transferred, under Subsections (c) or (d) above, the employee shall receive the salary that they would have received had the employee not been promoted or transferred. The period of service in the other position shall be counted for all purposes as service in the employee's previous position. If placed in a comparable position, under Subsection (d) above, the employee shall suffer no reduction in pay and will receive future increases as if retained in their previous position.

9. In the event of a supervisor vacancy, a Guild employee who fills in for the supervisor shall receive a pay differential of \$2,500 for the first three months of the vacancy, and for each successive three months. The Employee is entitled to a prorated payment if the supervisor vacancy is filled before the next issue of the three-month payment.

## **ARTICLE 16 JOB DESCRIPTIONS/EVALUATIONS**

1. Job Descriptions - The Employer will develop written job descriptions for any new positions within ninety (90) calendar days. The job descriptions will be reviewed with the Guild, through the Labor Management committee, prior to completion.
  - a. During the term of this Agreement, either party may initiate the review and discussion of inaccurate job description. Such claims arise when significantly different duties accrue to the position and or workload increases substantially for an extended period, or other actions raise an issue of inaccurate job description by the employee. The employee shall meet with their 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 present the matter to the Labor Management Committee. Adjustment in compensation shall be considered an appropriate remedy.
2. Management may initiate a review of an employee's job description and if the level of experience required to perform the job duties increases, that employee would be eligible for an adjustment.
3. No annual performance evaluation will be conducted unless a written job description pursuant to section 1 of this Article exists.

4. Evaluations will be conducted using evaluation forms developed by the Labor Management Committee. Each unit member shall be informed in writing at the start of the evaluation year of the standards upon which they will be evaluated. The supervisor will meet with the employee at least two (2) times during the evaluation year to review work plans, measure progress towards goals set in annual evaluations, and identify resources or support needed to accomplish said goals. Supervisor ratings below satisfactory in any standard will be accompanied by documentation. Nothing in the evaluation process shall be used as a basis for discipline.

## **ARTICLE 17 HEALTH INSURANCE**

1. Full-time employees and their dependents shall be fully covered by the group medical, dental, and life insurance plans. JWJEF shall maintain health and dental insurance plans substantially equal or superior to the plans in effect as of January 1, 2021 for the term of this contract. New employee enrollment in the plan shall be completed as soon as practicable effective the first day of the month following their hire date.
2. COBRA benefits are available to former employees of JWJEF in accordance with state and federal law. JWJEF will establish administrative procedures to make COBRA benefits available.
3. The employer shall provide full family coverage for domestic partners or spouses and dependent children. To qualify for domestic partner benefits, employees must fill out the Declaration of Domestic Partnership form provided by the insurance company required by state and federal insurance laws regarding domestic partnerships.
4. The Employer shall provide a health care pretax Flex Spending Account for all bargaining unit employees.

## **ARTICLE 18 RETIREMENT BENEFITS**

1. The employer will continue enrollment in the CWA Savings and Security Trust Plan. (SSTP)

- a. Employees shall become eligible to enroll in the SSTP upon employment
- b. After six months of employment, the employer shall pay into the SSTP on the employee's behalf five (5) percent of the employee's gross annual salary. Thereafter, the employer shall make a monthly payment into the SSTP on the employee's behalf.

Employees are immediately vested.

Each employee may elect to contribute their pretax salary into the plan by additional deductions taken from their salary, up to the amount permitted by law.

## **ARTICLE 19 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT**

1. The employer shall provide an employee pretax dependent care flexible spending account. A pretax Dependent Flex Spending Account shall be for all bargaining unit employees.

## **ARTICLE 20 LIFE INSURANCE/DISABILITY INSURANCE**

1. JWJEF will maintain and provide Life Insurance to all regular salaried employees at the levels as of 10/1/12.
2. JWJEF shall maintain the Short-Term Disability insurance in place as of October 1, 2012 to provide payment at a rate of 60% of the employee's weekly salary up to a maximum of \$500/week for up to 13 weeks.
3. JWJEF shall maintain the Long-Term Disability insurance plan in place as of October 1, 2012 with a payment at a rate of 60% of the employee's monthly salary up to a maximum of \$4000/month.

## **ARTICLE 21 EXPENSES AND TRANSPORTATION**

1. JWJEF shall pay all legitimate work-related expenses incurred by an employee in the service of the JWJEF. Staff must consult with their supervisor if their expenses exceed their budget.
2. a. Employees shall receive the GSA M&IE Per diem or they will turn in receipts for expenses incurred for out-of-town travel and receive a reimbursement.  
  
b. The actual cost of hotel or motel accommodations for each overnight stay also will be reimbursed.
3. Mileage shall be reimbursed at the current IRS business use rate.
4. All reimbursements shall be requested no later than two (2) months after expenses are incurred. At the end of each fiscal year (calendar year), reimbursements are due no later than January 15. Reimbursements submitted past these deadlines are not eligible to be paid.
5. Upon request, employees shall be provided with travel advances based on a good faith estimate of costs.

## **ARTICLE 22 JOINT LABOR MANAGEMENT COMMITTEE**

1. A joint labor-management committee is established. The committee shall have two (2) representatives chosen by the JWJEF and two (2) representatives selected by the Guild. The JWJEF and the Guild may mutually agree to additional representatives to serve on the committee. The committee will meet quarterly or by mutual agreement at a different frequency. The labor-management committee will seek to identify and resolve issues of mutual concern to the JWJEF and the Guild, including formulating the annual budget, as well as the employees the latter represents, including the use of consultants, job descriptions, creation of job evaluations, creation of new positions and workload. The labor-management committee further will be used to facilitate attaining the goals of the JWJEF, and enable employees to be more effective and productive in accomplishing the JWJEF's mission. The committee may take up non-grievance issues that affect the relations of an employee and the JWJEF, and by mutual agreement may consider matters that are subject to the grievance and arbitration provisions of this Agreement.
2. JWJEF will conduct an internal Racial and Gender Justice equity audit process addressing employees' compensation, category designations, raises, promotions, hiring, and retention and conduct an audit. LMC will be engaged in creating a report process every year. If individual disparities are found as a result of the internal equity review LMC will work with management to address correct course of action and notify the affected employee, which may include Salary adjustment or promotions.

## **ARTICLE 23 NO DISCRIMINATION**

1. It is agreed that the parties to this Agreement will not discriminate against any employee because of age, sex, race, creed, color, sexual orientation or preference, national origin, religious beliefs, disability, gender identity or expression, marital status, genetic information, personal appearance, familial status, family responsibilities, matriculation, political affiliation, source of income, status as a victim of an intrafamily offense, immigration status, or place of residence. It is further agreed that there shall be no discrimination against an employee for their legal Guild activities. Sexual harassment will be considered discrimination under this article.
2. JWJEF is committed to providing employees with a work environment that is free of harassment based on race, color, religion, sex, sexual orientation, gender identity, genetic information, national origin, age, disability, personal appearance, political affiliation, veteran status, immigration status, socio-economic status, union activity, or any other legally protected status. It is the responsibility of all employees of JWJEF to ensure- that no employee is illegally discriminated against. Harassment of any employee, contractor, intern, temporary employee, or project funded employee is strictly prohibited.
3. Harassment includes unwelcome sexual advances, requests for sexual favors and other verbal, visual or physical conduct based on an individual's race, color, religion, sex, sexual orientation, gender identity, national origin, genetic information, age, veteran status, mental

or physical disability, marital status, union activism, or any other legally protected status. Such conduct violates this policy if:

- a) Submission to such conduct is made, either implicitly or explicitly, a term or condition of employment.
- b) Submission to or rejection of such conduct by an individual is used as a basis for evaluation in making employment decisions affecting an individual.
- c) Such conduct by an individual occupying a position of power, influence, or authority over another has the purpose or effect of unreasonably interfering with the other individual's performance or creating an intimidating, hostile or offensive environment;  
OR
- d) Such conduct, occurring in the workplace, is offensive to a reasonable person and causes discomfort or humiliation and/or interferes with the recipient's job performance.

4. An action need not rise to the level that it is a violation of state or federal/national law before it will be considered a violation of this policy. JWJEF may be stricter in its application and prohibit a broader range of conduct than would be required to meet a legal definition of harassment as applied by the courts or government agencies.

#### Examples

Examples of conduct which may constitute sexual harassment include, but are not limited to, degrading sexual comments, misgendering, unwelcome propositions, requests for sexual favors or activity, inappropriate touching in a sexual or abusive manner (e.g. pinching, hugging, patting or repeatedly brushing against another individual's body), or a suggestion, threat or action that makes the affected individual's employment opportunities or benefits subject to submission of sexual demands, harassment or sexually offensive conduct.

Examples of conduct which may constitute harassment include, but are not limited to: epithets or slurs; negative stereotyping; racist comments, threats, intimidation or hostile acts based on a prohibited factor; or written or graphic materials that denigrate, show hostility or show aversion toward an individual or group because of a prohibited factor which are placed on walls, bulletin boards or elsewhere on JWJEF property, or are published or circulated in any form of print, digital or other form of media.

## **ARTICLE 24 RESPECT AND DIGNITY**

1. The parties acknowledge the following fundamental understandings:

- a) The Employer and the Guild agree to cooperate with one another in efforts to assure efficient operations, to serve the needs of JWJEF, and to meet the highest standards in such service.

- b) The Employer and the Guild agree that it is their mutual aim to act at all times in such a manner as to treat all employees of JWJEF with respect and dignity.
  - c) The Employer agrees to work closely with the Guild, through the Guild unit officers and the labor-management committee to explore all reasonable means to help employees improve their performance and to enjoy success on the job.
2. It is the intent of the parties, as is reasonably practical, to include employees in discussion of JWJEF work plans and goals.
  3. Each employee's work assignments or directives shall be consistent with the intent of the preceding statements.
  4. Meetings of the JWJ and JWJEF Board of Directors will be open to participation to representatives of the Guild on a non-voting basis. Guild members will not participate in any Executive Session of the Boards.
  5. Managers will have an annual evaluation done by the members of their department. This evaluation will be shared with them and Management Team simultaneously. The evaluation form will be created by LMC. The following is the process to be used for disputes with a manager that are for interpersonal and management style reasons, not necessarily contract violations where the Grievance and Arbitration procedure takes precedent. Level 1: A complaint may be filed anonymously by the unit member to the LMC that will be brought up as soon as possible for discussion. The LMC will then make a recommendation to the manager on changes to managing and/or behavior including any specific remedy sought by the unit member. The unit member who made the complaint will be updated as to the recommended changes. The unit member will inform LMC when action is taken to their satisfaction.

## **ARTICLE 25 TRANSFERS**

1. Except in cases of a reduction in force, transfers from one city to another shall be by mutual consent.
2. In the event of a reduction in force requiring the transfer of employees, transfers first shall be offered to the most senior employees. If no employee accepts a transfer, then the least senior employee shall be transferred.
3. All expenses related to a transfer shall be paid by JWJEF, except in cases where the move is requested by the employee.

## **ARTICLE 26 MISCELLANEOUS**

1. Bulletin Boards - The Employer agrees to provide bulletin boards for the use of the Guild.
2. Outside Activities - Employees shall be free to engage in activities outside of normal working hours provided that such outside activity is not a conflict of interest for the employee or the employer.
3. Resignations - Employees are requested to give a minimum of four (4) weeks' notice of their intention to resign.

## **ARTICLE 27 CONTROLS SAVINGS CLAUSE**

If government controls are instituted affecting this contract, the Employer will implement this contract to the fullest extent possible under such regulations, including diversion of any disallowed economic provisions to other allowed benefits.

## **ARTICLE 28 SUCCESSORS AND ASSIGNS**

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

## **ARTICLE 29 MANAGEMENT RIGHTS**

The Guild recognizes and agrees that, subject to the express provisions of this agreement, the supervision, management, control of JWJ, business, operations, working forces and offices are vested in the management of JWJ.

## **ARTICLE 30 IMMIGRANT RIGHTS**

1. Union Notification: In the event an issue or inquiry arises involving the immigration status or employment eligibility of an employee, the employer shall promptly notify the employee and the union, with permission from the employee in writing. The affected employee shall be given a reasonable opportunity to remedy the identified problem before any action is taken. The employee will be permitted reasonable unpaid time off to attend relevant proceedings or visit pertinent agencies, for the purpose of correcting the identified problem. Upon return from leave and remediation of identified problem, the employee shall return to their former position, without loss of seniority.
2. Absence for Immigration Proceedings: Upon notice, employees shall be allowed up to five (5) working days per year with pay during the term of the Collective Bargaining Agreement or request time during work hours to attend to DHS proceedings, USCIS appointments and any other related matters for the employee and the employee's immediate family (parent,

spouse, children, and significant other persons). The employer may request verification of such leave.

3. Updating information: The Employer may not discharge or in any manner discriminate, retaliate, or take any adverse action against an employee because the employee updates or attempts to update their personnel records to reflect change to their lawful name or valid social security number.
4. Social Security No-Match: The Employer will notify the Union upon receipt of any such notice and will provide a copy of the notice to all employees listed on the notice and to the Union. A no match letter from the Social Security Administration shall not itself constitute a basis for taking adverse employment action against an employee, including firing, laying off, suspending, retaliating, or discriminating against any such employee. The Employer will not require that employees listed on the notice bring in a copy of their Social Security card for the Employer's review, complete a new I-9 form, or provide a new or additional proof of work authorization of immigration status.
5. Expiration of Documents: The Employer agrees to treat an employee's period of removal from employment due to the expiration of the employee's work authorization document as a leave of absence without pay for a period of up to ninety (90) calendar days and reinstate the employee to the job without loss of seniority upon receipt of the renewal work authorization document if the employee provides appropriate documentation.

#### **ARTICLE 31 DURATION AND RENEWAL**

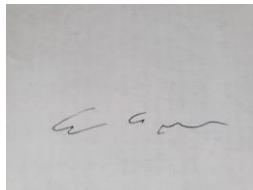
1. This Agreement will take effect as of January 1, 2021 and remain in effect until December 31, 2023. Within ninety (90) days prior to the expiration date of this Agreement, the Employer or the Guild may initiate negotiations for a new Agreement to take effect January 1, 2024. The terms and conditions of this Agreement shall remain in effect during such negotiations. If negotiations do not result in a new Agreement before January 1, 2024 the new Agreement shall be made retroactive to January 1, 2024.
2. As of September 1, 2021, if the total revenue of JWJEF for calendar year 2021 (including actual revenue for the period from January 1, 2021, through August 31, 2021, and revenue projected by the Employer for the period from September 1, 2021, through December 31, 2021) differs from the total revenues projected by the Employer on November 30, 2020, by twenty percent (20%) or more, either the Employer or the Guild may request negotiations over the compensation increase that would otherwise become effective January 1, 2022. The parties agree to bargain in good faith.

**For Jobs With Justice Education Fund**



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Erica Smiley



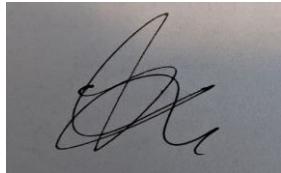
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Erin Johansson



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Kandra Nova  
Kandra Nova



Nafisah Ula

**For Washington-Baltimore News Guild**



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Adam Shah



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Sam Nelson



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Emily Griffin  
Emily Griffin



Ada Fuentes



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Paul Reilly, WBNG

## APPENDIX A Wage Scale

<b>Steps</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
Step 0	53,000	54,060	55,141
Step 1	54,200	55,260	56,341
Step 2	55,400	56,460	57,541
Step 3	56,600	57,660	58,741
Step 4	57,800	58,860	59,941
Step 5	59,000	60,060	61,141
Step 6	60,200	61,260	62,341
Step 7	61,400	62,460	63,541
Step 8	62,600	63,660	64,741
Step 9	63,800	64,860	65,941
Step 10	65,000	66,060	67,141
Step 11	66,200	67,260	68,341
Step 12	67,400	68,460	69,541
Step 13	68,600	69,660	70,741
Step	69,800	70,860	71,941

Step 15	71,000	72,060	73,141
Step 16	72,200	73,260	74,341
Step 17	73,400	74,460	75,541
Step 18	74,600	75,660	76,741
Step 19	75,800	76,860	77,941
Step 20	77,000	78,060	79,141
Step 21	78,200	79,260	80,341
Step 22	79,400	80,460	81,541
Step 23	80,600	81,660	82,741
Step 24	81,800	82,860	83,941
Step 25	83,000	84,060	85,141
Step 26	84,200	85,260	86,341
Step 27	85,400	86,460	87,541
Step 28	86,600	87,660	88,741
Step 29	87,800	88,860	89,941