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**CONTRACT**

**between**

**WORKING AMERICA**

**and**

**WASHINGTON-BALTIMORE NEWSPAPER GUILD**

**TNG-CWA, AFL-CIO**

**March 1, 2016 through February 28, 2019**

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**PREAMBLE**

This Agreement is between Working America, Community Affiliate of the AFL-CIO (Employer), a non-profit labor organization and the Washington Baltimore Newspaper Guild (Union) chartered by The Newspaper Guild-Communications Workers of America as Local #32035, for itself and then on behalf of all the employees described in Article I.

**ARTICLE 1 – RECOGNITION**

**Section 1**

- a. The Employer recognizes the Union as the exclusive collective bargaining agent to act on behalf of the regular full-time National Office and Field employees whose positions are defined as:

Accounts Payable Administrator Administrative and Accounting Specialist Administrative and Accounting Associate Assistant Data Administrator Digital Assistant Digital Communications Organizer Field Communications Assistant Field Operations Assistant Field Operations Specialist Information Specialist Information Technology Assistant Labor Project Specialist Manager of Office Services Marketing & Outreach/Member Benefit Associate Media Outreach Specialist National Organizer National Recruitment Specialist Office Manager Office Manager HQ Online Organizer Organizer 1 Organizer 2 Organizer 3 Payroll Assistant	Political Assistant Political Associate Political Associate and Data Scientist Program and Development Associate Program and Development Specialist Program and Political Associate Program Associate Senior Accountant Senior Communications Specialist Senior Data Administrator Senior Development Associate Senior Development Specialist and Member Liaison Senior Digital Communications Organizer Senior Information Specialist Senior Media Outreach Specialist Senior Office Manager Senior Online Organizer Senior Payroll Analyst Senior Political Associate Senior Writer Social Media and Campaign Associate Social Media and Campaign Specialist State Program Director Technical Support Analyst Writer
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- b. If the Employer creates a new regular full-time position or a part-time position that the Union believes should be in the bargaining unit, the Employer will meet with the Union concerning inclusion of the position in the unit.
- c. The Employer and the Union agree that canvass staff (for example, Canvassers, Field Directors, Field Managers and Trainers), managerial, supervisory and confidential positions are not in the bargaining unit.
- d. Employer occasionally may operate a bilingual canvass project. In field offices where Employer is operating a bilingual canvass project, if the Office Manager is bilingual and has satisfied Employer's requirement for English and Spanish speaking and writing proficiency, they shall be entitled to a 10% salary increase for the duration of the bilingual canvass operation. Employer shall give the Union one (1) week verbal notice, where possible, on the start and termination of a bilingual canvass project.

#### Section 2

As used in this Agreement, the term "employees" refers to bargaining unit employees.

#### Section 3

As used in this Agreement, the term "fixed term employee" refers to a bargaining unit employee whose employment has a specified end date.

#### Section 4

Workers hired through a temporary agency, temporary employees and project employees as described in Article 27 of this Agreement, and interns are not covered by this Agreement.

## **ARTICLE 2 - UNION SECURITY**

### **Section 1**

It shall be a condition of employment that all employees of the Employer in the bargaining unit referred to in Article 1 who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing. All new employees shall on the thirty-first (31<sup>st</sup>) day following their date of hire become and remain members in good standing in the Union. The provisions of this Article shall be effective, implemented, and administered in accordance and consistent with applicable provisions of federal, District of Columbia, and state laws.

### **Section 2**

The Employer shall, in compliance with all applicable law and on the basis of individually-signed voluntary check-off authorization cards, deduct dues or fees equivalent to dues and assessments levied by the Union for the current month. These amounts shall be deducted from employees' wages and sent to the Union on a biweekly basis. Deductions will begin with the next full pay period following the Employer's receipt of the check-off authorization.

### **Section 3**

The Employer shall provide for payroll deductions for COPE on behalf of employees who authorize such deductions in writing.

### **Section 4**

The Union agrees to indemnify the Employer and hold it harmless from all claims, damages, costs, fees or charges of any kind which may arise out of the Employer honoring deduction authorizations in accordance with the provisions of this Article, the making up of sums owed the Union in cases of inadvertent failure to timely honor authorizations, the transmitting of such deductions to the Union, and the discharging of any employee at the Union's request for failure to remain a member in good standing.

## **ARTICLE 3 -- INFORMATION TO UNION**

### **Section 1**

The Union shall be notified of any modifications and/or changes in job classification or wage rates and of new positions that come under this Agreement.

### **Section 2**

The Union shall be notified if an employee moves to a non-bargaining unit position.

### **Section 3**

The Union shall be notified of any new bargaining unit hires with contact information. In addition, classification, work location, and wages shall be specified.

### **Section 4**

Employer will invite and send the Unit Chairperson or the Unit Vice-Chairperson to one National Field Staff meeting held in Washington, DC or its metropolitan area each calendar year. Where no National Field Staff meeting is held in the DC metropolitan area for the calendar year, Employer shall pay the travel expenses for the Unit Chairperson or the Unit Vice-Chairperson to travel to a National Field Staff meeting in compliance with the travel policy. The Employer reserves the right to exclude the Unit Chairperson or Unit Vice-Chairperson from sessions related to personnel or labor-management issues.

## **ARTICLE 4 – PROBATIONARY PERIOD, DISCIPLINE AND DISCHARGE**

### **Section 1**

- a) The probationary period for all new employees shall be six (6) months.
- b) Temporary employees or fixed-term employees hired to a permanent vacancy shall have a six (6) month probationary period with up to four (4) months credit toward the probationary period for time served as Temporary employee or fixed-term employee.
- c) Employees who are promoted to a new bargaining unit position shall have a new two (2) month probationary period with a right of return to their former bargaining unit position during that probationary period.

#### 1. Right of return:

- a. If the employee returns to their former bargaining unit position their probationary status will be the same as it was on the day prior to the promotion date.
- b. If the employee elects not to return to their former position, the employee waives any rights to the layoff provisions under Article 19.
- c. If the former position no longer exists, the employee has the right to a vacancy in the same classification and they waive any right to relocation expenses. Where the promotion was to a higher grade in the classification the employee will be returned to the prior grade.
- d. If such a vacancy in the former classification does not exist, the employee has the right to bump employees with less seniority in the same or lower classification provided the employee is qualified to perform the new position and they waive any right to relocation expenses. If there is no position available into which the employee can bump, the employee will receive the benefits under Article 19.

### **Section 2**

During the probationary period, the Employer has the unlimited right to discipline or discharge the employee, and any discipline or discharge shall not be subject to the grievance procedure set forth in Article 20. At or near the completion of four (4) months of employment, the Employer shall make the employee aware of known performance deficiencies that may lead to discharge during the probationary period.



### Section 3

Employees who have successfully completed their probationary period shall not be disciplined or discharged except for just cause. Except in cases warranting immediate discharge for cause, principles of progressive discipline shall be followed.

### Section 4

In any investigatory meeting which the employee reasonably believes might result in discipline or discharge, the employee shall be granted a request to have a steward or local union representative present.

### Section 5

The Employer shall copy the Unit Chairperson on any written discipline and on a discharge.

### Section 6

All letters containing derogatory notations shall be removed from employees' personnel files twenty-four (24) months after issuance. This section does not apply to performance evaluations.

### Section 7

Employees who have completed their probationary period who are discharged for performance deficiencies shall be given two (2) weeks' notice, or two (2) weeks' pay in lieu of notice, of any discharge. This section shall not apply to any employee discharged for misconduct.

## **ARTICLE 5 – SENIORITY**

### **Section 1**

An employee's seniority shall begin on their date of hire with the Employer as a bargaining unit or non-bargaining unit employee and shall include all continuous service with the Employer as a regular full-time employee.

### **Section 2**

Seniority shall accrue during periods of paid leave, but shall not accrue during any periods of unpaid leave of one (1) month or longer or during any period of layoff.

### **Section 3**

The Employer shall provide the Union with a seniority roster every November. The roster shall include all employees covered by this Agreement and list their beginning date of continuous employment.

## ARTICLE 6 - HOURS

### Section 1: Hourly Employees

#### a. Core Workweek

1. The standard workweek for hourly employees shall be forty (40) hours, including a one (1) hour paid lunch. In the National Office, the workday for hourly employees consists of eight (8) hours. At the employee's date of hire and at the beginning of each new calendar year prior to January 31, the employee may elect a regularly scheduled workweek beginning between 8:00 a.m. and 10 a.m. and ending between 4:00 p.m. and 6:00 p.m. The workweek schedule shall be approved by the employee's supervisor. The elected workweek schedule need not have the same start and end times each day but shall remain consistent for the calendar year, with the exception of approved Alternative Work Schedules in Section 3 of this Article.
2. The regularly scheduled workweek and workday for field employees shall vary according to operational needs.

#### b. Overtime

- (1) Employees shall be paid time and a half for actual hours worked in excess of forty (40) in a workweek.
- (2) All overtime requires the prior approval of the employee's supervisor.
- (3) The Employer may require an employee to work overtime.

### Section 2: Exempt Employees

#### a. Core Workweek

1. The parties recognize that exempt employees are required to work the hours necessary to perform their jobs. The core workweek for exempt employees shall be forty (40) working hours per week.
2. In the National Office, the workday for exempt employees consists of nine (9) hours. At the employee's date of hire and in each new calendar year prior to January 31, the employee may elect a regularly scheduled workweek beginning between 8:00 a.m. and 10 a.m. and ending between 5:00 p.m. and 7:00 p.m. with an hour for lunch. The workweek schedule shall be approved by the employee's supervisor. The elected workweek schedule need not have the same start and end times each day but shall remain consistent for the calendar year, with the exception of approved Alternative Work Schedules in Section 3 of this Article.
3. In the Field Offices, core workweek hours shall vary with an hour for lunch.

#### b. Workload Evaluation

If an exempt employee feels that their workload is not manageable or that they are being assigned an unreasonable number of duties, then the Employer agrees to facilitate a meeting to evaluate the disputed workload. Upon the request of the employee, this meeting will be held in no less than ten (10) working days with the immediate supervisor and, where necessary, Regional or National staff.

If not resolved in the preceding steps, the employee and at the employee's request, a Union representative shall meet and take up the matter with Working America's General Counsel and/or Deputy Director or designee.

c. Compensatory Leave

(1) It is understood that exempt employees often must work lengthy and irregular hours in order to perform their jobs. Exempt employees are not eligible for overtime. In recognition of this, exempt employees shall receive eight (8) days of compensatory leave each calendar year.

a. In calendar year 2016, compensatory leave shall be accrued and credited on a monthly basis.

b. Effective January 1, 2017 and in all subsequent years, exempt employees shall receive their compensatory leave on a quarterly basis (On January 1, April 1, July 1, and October 1).

Compensatory leave shall be prorated for employees who in a calendar year are actively employed less than a full year. If the Employer requires an employee to work on a paid holiday or on a weekend day of a three-day weekend, they will be awarded an additional half-day if they work at least 2 hours or a full-day if they work 6 or more hours.

(2) Use of compensatory leave shall be with prior approval of the employee's supervisor.

(3) Compensatory leave may be used in hourly increments and must be used in the year in which it is earned; it cannot be carried over from year to year. Requests for use shall not be unreasonably denied.

(5) If an employee's employment with Employer ends, employees may cash out up to thirty-two (32) hours of unused compensatory leave. This will not apply to staff who are terminated for misconduct.

Section 3: Alternative Work Schedule

To assist permanent employees with work-life balance, the Employer and the Union recognize the value, desirability, and need for alternative work schedules and arrangements on a temporary ad hoc basis. Employees that desire a temporary ad hoc adjustment to their schedule will make such request to their immediate supervisor as far in advance as practicable; such requests will be granted by the supervisor where consistent with operational needs. Existing alternative work schedules and arrangements will be maintained, subject to the Employer's operational needs.

Section 4: Alternative Start Time

Where operational needs allow, if an employee is required by management to work four (4) or more hours in the office beyond their normal work day schedule, the Employer will allow the employee to change their start time on the following day to 12 hours after the time of departure unless unusual work demands require the employee's presence at their usual start time. On days

when a late start time is granted the employee can leave at their regularly scheduled departure time if their work is completed for the day.

Section 5: Unexpected Late Work Taxi Fare Reimbursement

Where an employee is unexpectedly required to work four (4) or more hours in the office beyond their normal work day schedule, and their departure time is beyond the schedule of the employee's mode of public transportation, employees shall be entitled to a one-way taxi fare reimbursement from the office to their home up to a maximum benefit of \$50.

## ARTICLE 7—INCLEMENT WEATHER

### Section 1: Inclement Weather Policy

- a. DC Headquarters. It is the policy of Employer to follow the guidelines set by the federal government Office of Personnel Management (OPM) for DC headquarters with respect to office closing, delayed reporting and early departure times in the event of inclement weather.
  
- b. Field Offices. For Field offices, the Employer will follow the guidelines set by the local city or county government where the office is located as announced by local media. Senior management, in consultation with the Chief of Staff, will assess an inclement weather situation where no closing announcement has been made by the local city or county government where the office is located, and if conditions warrant, shall have discretion to close the office. With regard to delayed reporting and early departures, Employer shall monitor all weather warnings and communicate with employees as soon as possible either in-person or via an email from senior management in the Field office.

### Section 2: Liberal Leave or Unscheduled Leave

If OPM (with respect to DC headquarters) or local government (in the case of Field offices) declare liberal leave or unscheduled leave policies are in effect, employees shall have the right to take accrued but unused vacation or compensatory leave, unscheduled telework where eligible, or leave without pay. When liberal leave or unscheduled leave is in effect, Employer's office will be open. Employees unable to arrive for work may telework where eligible, or absent telework eligibility will be charged one (1) day of vacation or compensatory leave. If no vacation or compensatory leave is available, and employee is not eligible or not available for telework, the employee will be charged an unpaid day. Employees must report use of liberal leave, unscheduled leave, or unscheduled telework to their immediate manager no later than one (1) hour prior to the start of their scheduled work day.

### Section 3: Pay

In the event the office closes due to inclement weather, all employees scheduled to work that day, and not already otherwise using scheduled vacation, compensatory or sick leave, will be paid at their regular rate. Employees with scheduled vacation, compensatory or sick leave scheduled during the time the office closes for inclement weather shall be charged accordingly.

### Section 4: Required work during inclement weather

If an employee is required by management to stay at work due to an extreme work emergency and an early departure is in effect, the employee will be provided hotel accommodations and per diem if they are unable to go home because of the prevailing weather conditions, or at the employee's option, the Employer will pay for transportation home by a taxi or public transportation provided that it is less expensive than providing hotel accommodations.

## ARTICLE 8 – VACATION

### Section 1

1. In calendar year 2016, employee vacation leave shall be advanced on January 1.
2. Effective January 1, 2017 and for all subsequent years, vacation leave shall be earned on an accrual basis per pay period for employees with less than five (5) years of service.
3. Employees with five (5) years or more of service shall receive their full vacation accrual for the year on January 1.
4. Employees earn vacation at the following rates:
  - a. Date of hire-3 years of service                      twelve (12) days per year
  - b. 4-8 years of service    seventeen (17) days per year
  - c. 9-18 years of service    twenty-two (22) days per year
  - d. 19-25 years of service    twenty-seven (27) days per year
  - e. 26 or more years of service    thirty-two (32) days

### Section 2

Vacation leave may be taken when earned beginning from an employee's date of hire. Employees may be permitted to "borrow" against unearned vacation they expect to accrue up to a maximum of forty (40) hours of borrowed vacation leave. If the employee separates for any reason prior to the time they have accumulated the number of vacation hours taken during the calendar year, the employee will be responsible for reimbursing Employer in the amount of used but unearned vacation.

### Section 3

Employees may rollover unlimited earned and unused vacation leave from calendar year 2016 to calendar year 2017. The rolled over 2016 vacation leave must be used in calendar year 2017 or forfeited.

### Section 4

Vacation may be taken in hourly increments.

### Section 5

The scheduling of vacation is subject to the prior approval of the employee's supervisor. Vacation requests must be submitted to the supervisor at least two (2) weeks in advance, except for requests for a single day off, which may be submitted one (1) week in advance.

### Section 6

If employees are unable because of work demands to take their full vacation entitlement in the year in which it is earned, unused accrued vacation may be carried over to June 30 of the following year with the prior approval of the employee's supervisor.

### Section 7

For each calendar year, in addition to the carryover specified in Section 3 and 6 of this Article, employees with one (1) or more years of service shall be permitted for good reason to bank one (1) week of accrued and unused vacation each calendar year up to a maximum of eight (8) weeks. For calendar year 2016, such employees shall be permitted

to bank one (1) additional week of accrued and unused vacation leave. Such weeks may be taken in conjunction with the normal yearly accrual in order to provide an extended vacation period. Banked vacation days must be withdrawn in increments of five (5) days and used as normal vacation.

#### Section 8

The vacation schedule shall be agreed upon by mutual consent, but employees shall have preference based on seniority. In the event of emergency or unforeseen circumstances, an employee may take up to five (5) days of vacation without prior scheduling with the Employer.

#### Section 9

The Employer will provide the Union Chairperson with a quarterly report of all used and accrued paid leave.



## ARTICLE 9 - SICK LEAVE

### Section 1

- a. In calendar year 2016, employees accrue twelve (12) days of paid sick leave, advanced on January 1. For the first year of employment, employees shall receive a prorated share of sick leave at the rate of 1/12 of the annual amount for each month or fraction of a month employed. Such prorated leave shall be available from an employee's date of hire.
- b. Effective January 1, 2017 and for all subsequent years, employees accrue twelve (12) days of paid sick leave per calendar year at the rate of .46 days per pay period (pro-rated for each of the 26 pay periods).

### Section 2

Sick leave may be taken when earned and shall be available from an employee's date of hire. Employees are permitted to "borrow" against unearned sick leave they expect to accrue up to a maximum of 40 hours of borrowed sick leave. If an employee separates for any reason prior to the time they have accrued the amount of sick leave borrowed, the sick leave donation bank will be charged for the amount of used but unearned sick leave.

### Section 3

Sick leave can be taken in hourly increments. Accrued but unused sick leave may be carried over from one calendar year to the next so long as the total number of days carried over does not exceed thirty (30) days per year.

### Section 4

Any accrued and unused sick leave that is not carried over pursuant to this section will be placed in a sick leave donation bank for use by any bargaining unit members who meet criteria for use of sick leave but do not have any accrued sick, vacation or compensatory leave. The Bargaining Unit members will administer the sick leave donation bank requests and may award an individual of the bargaining unit sick leave from the bank balance. Upon request by the Union, the Director of Finance and Administration will inform the Union of the balance in the donation bank. The Union will notify the Director of Finance and Administration when the Bargaining Unit members award employees sick leave from the donation bank. Employees may also donate their own accrued sick leave to the donation bank. This section will apply to Bargaining Unit members retroactively to December 31<sup>st</sup>, 2012.

### Section 5

Unless circumstances prevent, an employee who is sick must call or email before the start of their workday and notify their supervisor. If the supervisor is unavailable, the employee must leave a message or email a number where they can be reached.

### Section 6

Sick leave is not cashed out upon voluntary or involuntary termination of employment.

Section 7

Inability to work due to pregnancy or childbirth will be considered the same as other medical inability to work.

Section 8

Employees shall be permitted to use accrued sick leave to care for their child during the child's illnesses or emergency medical appointments. During a serious health condition, these days may also be used to care for a spouse or domestic partner, parents, or other relative who is in reasonable need of direct care from the employee. This sick leave need not be consecutive. If an employee's need for leave is foreseeable, the employee shall provide the Employer with reasonable prior notice of the requested leave.

Section 9

The Employer reserves the right to request medical documentation where it has reasonable concern as to the need for the absence, the absence is longer than five (5) days, the absence is to pursuant to Section 7 of this Article, or in connection with a return from sick leave.

Section 10

The Employer shall maintain a Long Term Disability policy.

Section 11

The Employer and the Union shall meet and discuss the potential for setting up an optional employee-paid Short Term Disability policy within ninety (90) days of the signing of this agreement.

## ARTICLE 10--MISCELLANEOUS LEAVES

### Section 1: Parental Leave

- a. Within the first twelve (12) months after the birth or adoption of a child, employees are eligible to take six (6) weeks of paid leave. This leave need not be used consecutively, but the scheduling of any non-consecutive leave is subject to the prior approval of the employee's supervisor.
- b. Employees may use accrued but unused sick leave, vacation leave or compensatory leave for parental leave purposes.
- c. Employees may also take additional weeks of unpaid leave, which must be taken consecutively. If the employee has: (a) worked for Employer for at least one consecutive year prior to the leave; and (b) worked at least 1,000 hours in the year prior to the leave, any parental leave taken or requested under this section is added with any leave taken to care for a family member with a serious health condition to determine total family leave. Employees may take either twelve weeks of total family leave in a twelve month period; or sixteen weeks of total family leave within a twenty-four month period.
- d. Employees who have not worked for Employer for at least one consecutive year prior to a parental leave request and worked at least 1,000 hours in the year prior to the leave, may take a total of twelve (12) weeks parental leave consisting of:
  1. Six (6) weeks of paid leave within the first twelve months after the birth or adoption of a child, and
  2. Accrued but unused sick leave, vacation leave or compensatory leave, and
  3. Unpaid leave.

### Section 2: Parental Leave to attend School Meetings

Employees who are parents or guardians of school age children may take up to twenty-four (24) hours of unpaid leave during a twelve (12) month period to attend school related activities including parent-teacher conferences, concerts, plays, rehearsals, sporting events and other activities where the child is a participant. The employee must provide ten (10) days' notice before the requested leave unless the school-related activity was not foreseeable. Leave may be denied where it interferes with operational demands. An employee is a parent or guardian if they are the biological or adoptive mother or father of a child; a person who has legal custody of a child; a person who acts as a guardian of a child; an Aunt, Uncle, or grandparent of a child; or the spouse or domestic partner to a person listed in this section.

### Section 3: Emergency Personal Leave

With the approval of the employee's supervisor, sick leave and vacation leave may be used for emergency personal leave. Where the emergency would not qualify for usage of sick leave under Article 9, vacation leave must be exhausted before sick leave is used for this purpose.

### Section 4: Compassionate Leave

- a. Employees shall be allowed five (5) days of compassionate leave with pay in the event of death in the immediate family, which shall be defined as mother, father, son, daughter, grandmother, grandfather, grandchild or the spousal equivalent of the preceding relation; spouse or domestic partner, or any person who had primary parental responsibility or guardianship for the employee when the employee was a minor.
- b. Employees shall be allowed three (3) days of compassionate leave with pay in the event of the death of the following: step-mother, step-father, step-child, sister, brother, aunt, uncle or any other relative in the employee's household.
- c. Employees shall be allowed one (1) day of compassionate leave with pay in the event of a death of a brother-in-law, sister-in-law, niece, nephew, or cousin.
- d. Employees shall be allowed one (1) day off with pay for the purpose of attending the funeral of a co-worker.
- e. For purposes of this section, a domestic partner's relatives shall be treated as spousal equivalents.
- f. Subject to the prior approval of the employee's supervisor, if additional time is needed, such leave may be taken in the form of vacation or sick leave, or if such leave has been exhausted, leave without pay.

### Section 5: Jury Duty/Witness Leave

Employees shall be provided leave with supplemental pay during periods of required jury duty and witness service resulting from subpoena by any court of competent jurisdiction. Supplemental pay from the Employer shall be an amount which, when combined with the pay received by the employee for the jury duty or pay received by the employee as a witness equals the total regular salary which would have been received by the employee for the same period of time.

### Section 6: Voting Leave

Employees who are eligible voters shall be allowed up to two (2) hours off as needed with pay to vote.

### Section 7: Family and Medical Leave

- a. The Employer shall not require an employee to exhaust their accrued paid leave prior to taking unpaid leave to which the employee is entitled under the federal, District of Columbia, or state Family and Medical Leave Acts.

- b. Any leave taken under any Family and Medical Leave Act and/or under the District of Columbia or a state Family and Medical Leave Act shall run concurrently with any paid leave taken.

Section 8: Family and Medical Leave Act where the Employer does not meet the definition of Covered Employer

When the Employer does not meet the definition of covered employer under the Family and Medical Leave Act (FMLA) and/or the District of Columbia or state Family and Medical Leave Act, the Employer shall provide unpaid, non-FMLA leave to all employees in the bargaining unit. This leave will use the definitions and provisions of FMLA, to include, among other things the employee eligibility and leave entitlement provisions of the Act but not including the civil suit and enforcement provisions of the Act. This section will also be subject to Section 7a and b above.

## **ARTICLE 11: HOLIDAYS**

- a. Employees shall receive the following paid holidays: New Year's Day, Martin Luther King Jr. Day, Presidential Inauguration Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, Christmas Day, and the working days between Christmas Day and New Year's Day. Where a holiday falls on Saturday, the paid holiday shall be on the preceding Friday; where a holiday falls on a Sunday, the paid holiday shall be on the following Monday. Employees must be in a pay status on the day prior to the holiday in order to be paid for the holiday.
- b. Subject to advance scheduling and supervisor approval, employees may use the Good Friday holiday as a floating holiday to accommodate employee observed religious holidays not recognized by another paid holiday. The floating holiday is available at the beginning of each calendar year and if not used within the calendar year is forfeited. The floating holiday must be used in a full-day increment. The floating holiday may not be cashed out if not taken or scheduled to be taken prior to notice of separation.
- c. In calendar years where Martin Luther King Jr. Day and Presidential Inauguration Day fall on the same day, employees will receive the observed holiday as well as the following Tuesday.

## ARTICLE 12 – WAGES

### Section 1

As shown in Appendix A, the difference between all Steps shall be two percent (2%).

### Section 2

Step 9 and 11 shall be added to the salary schedule in Appendix A. After the employee has been at Step 7 for two (2) years, the employee shall move to Step 9; after the employee has been at Step 9 for two (2) years, the employee shall move to Step 11.

### Section 3

Each employee will advance through the appropriate pay grade schedule on the employee's anniversary date until the employee reaches Step 11.

### Section 4

- A. The Working America Board of Directors votes to approve the audited financial statement for the prior fiscal year (FY) in its first meeting of each succeeding calendar year. Following the Board's approval of the audited financial statement, the cost of living increase, if any, that shall be applied to members of the bargaining unit effective March 1, 2018 shall be determined as follows:

If the sum of the "Total Net Assets" for FY 2016 and 2017 is:

- (a) at least \$400,000 greater than the sum of the "Total Net Assets" of FY 2014 and 2015, than all steps shall be increased by 2%;
- (b) at least \$200,000 greater (but less than \$400,000 greater) than the sum of the "Total Net Assets" of FY 2014 and 2015, than all steps shall be increased by 1%.

- B. No cost of living increase will be given if the thresholds above are not met.
- C. Employer will provide a copy of the relevant, approved audited financial statements to the Union for its review.

## **ARTICLE 13 – INSURANCE**

### **Section 1: Medical, Dental and Vision Insurance**

Beginning on the first day following the month hired, the Employer shall provide single medical, dental and vision insurance benefits at no cost to the employee. If the employee elects family coverage, the Employer shall pay seventy-seven percent (77%) of the total premium, and the employee shall pay twenty-three percent (23%) of the total premium.

### **Section 2: Life Insurance**

Beginning on the first day of the month following the month hired, the Employer shall provide each employee with life insurance in the amount of fifty thousand dollars (\$50,000).

### **Section 3: Supplemental Life Insurance**

Beginning on the first day of the month following the month hired, the employee is eligible to purchase supplemental life insurance up to five (5) times their salary to a maximum of \$500,000.

### **Section 4: Flexible Spending Accounts-Health Care**

The Employer shall provide Health Care Flexible Spending Accounts (FSA) for bargaining unit members. An FSA is a special account that allows employees to use pre-tax dollars for certain out-of-pocket health care costs.

### **Section 5: Flexible Spending Accounts-Dependent Care**

The Employer shall provide Dependent Care Flexible Spending Accounts for bargaining unit members within one hundred eight (180) days of this agreement.



## **ARTICLE 14 – 401(k) PLAN**

### **Section 1**

The Employer shall provide a 401(k) Plan and employees shall be eligible for participation sixty (60) days from the date of hire.

### **Section 2**

Employer shall contribute three percent (3%) of an employee's base salary to their 401(k) Plan no later than March 31 of the subsequent year.

### **Section 3**

The Employer shall match an employee's contribution up to six and one-quarter percent (6.25%) of the employee's base salary.

## ARTICLE 15 -- EDUCATION

### Section 1: Employer required

The Employer shall pay the training expenses if it requires an employee to participate in training the Employer deems necessary for the employee's performance of their job. The employee shall be paid for attending the training and the Travel Expense policy shall apply for any associated travel expenses.

### Section 2: Employee Initiated Education

- A. The Employer will provide an annual budget of \$10,000 per calendar year to be used for reimbursement of tuition fees, training expenses, or textbooks for employee initiated education opportunities directly related to a course of study conducted at a recognized college or university, an accredited educational institution, or to attend a training or conference related to the employee's work at Working America. To be eligible for reimbursement, the following requirements must be met:
1. The employee must be a full-time bargaining unit employee beyond their probationary period.
  2. The course of study must be:
    - a) directly related to the employee's current job, or
    - b) directly related to a higher-level position within the employee's current job discipline, or
    - c) directly related to an existing position within Working America that is outside of the employee's current job discipline.

This benefit is exercised by using the Education Request form. The Union shall certify the eligibility requirements have been met and the employee shall provide proof of payment and documentation that the course was completed.

- B. Where an employee is financially unable to pay the education or training expense directly, the Employer will advance payment to the employee or educational institution. The employee must subsequently submit proof of payment to the education or training institute and evidence that they completed the course within 30 days of the course date. If the employee is unable to provide such documentation, the employee shall be required to repay the Employer for the advance through payroll deduction. If payment has not been completed by the employee's separation, the employee authorizes the Employer to deduct any outstanding balance from the final pay.
- C. Classes under this section that are conducted within the employee's normal work schedule require the employee to use accrued vacation or compensatory leave, or unpaid leave.
- D. All requests under this section must be submitted in the calendar year incurred.

## **ARTICLE 16 - FILLING OF VACANCIES AND TRANSFERS**

### **Section 1**

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

### **Section 2**

Employees shall have five (5) working days from the date of the posting to apply for the vacancy. After five (5) working days, employees are still eligible to apply as an internal applicant up until the position closing date, but will not necessarily be interviewed before external applicants.

### **Section 3**

The Employer may advertise externally at the same time it posts internally, but will interview internal bidders before interviewing outside applicants unless the internal bidder is unavailable.

### **Section 4**

Successful bidders/applicants shall be chosen based on their qualifications, for example, experience, skill, and job-related knowledge. Qualifications for a position shall be determined by the Executive Director.

- a. Where the qualifications of an internal bidder and an outside applicant are relatively equal, the Employer shall award the position to the internal bidder.
- b. Where the Employer is deciding between two internal bidders whose qualifications are relatively equal, seniority shall be given primary consideration.

### **Section 5**

If an employee is not awarded a position, upon request, the Employer will meet with the employee and, at the employee's option, a representative of the Union to discuss the reasons for non-selection. This meeting must be held within five (5) working days of request.

### **Section 6: Transfers**

Within five (5) days of an internal vacancy posting, current employees past their probationary period with the same job title, or senior classification, can transfer into the vacancy without needing to apply or interview. If there are multiple employees who request transfer for the same vacancy, the employee with the highest seniority will be awarded the transfer. Transferred employees will maintain any prior senior classification of the job title, as well as their current salary step level.

### **Section 7**

The Employer must honor a transfer request made by an employee, but is not obligated to honor more than one (1) transfer request per employee, during the term of this agreement. The Employer may not force employees to transfer, as a condition of employment, or use an

employee's refusal to transfer in disciplinary action or promotional decisions. For employees whose job descriptions do not require travel, the Employer may not use the employee's refusal to travel or participate in a cross-train in disciplinary or promotional decisions.

#### Section 8

In accordance with the Relocation Expense Policy, employees who relocate to a new office at the request of the Employer will be eligible for relocation expenses.

## **ARTICLE 17 -- JOB DESCRIPTIONS**

### **Section 1**

Effective July 1, 2010, the Employer will provide each employee, at the time of employment, a job description of the duties and responsibilities which the employee is expected to perform; a copy of the job description will be maintained in the employee's personnel file.

### **Section 2**

Upon an employee's request, the job description shall be reviewed annually with the affected employee(s) and the immediate supervisor. The employee may choose to be represented by the Union during such discussion. The Employer may also initiate such a review.

## **ARTICLE 18 -- PERFORMANCE EVALUATIONS**

### **Section 1: Performance Evaluation**

Each non-fixed term employee will receive an annual performance evaluation from their supervisor. The evaluation will be discussed by the supervisor with the employee. Where an employee requests a written performance evaluation, the employee will be given a copy of the evaluation form, and will have the opportunity to make a written response. The employee's written response will be attached to the evaluation form.

### **Section 2: Supervisor Evaluation**

Simultaneous to the Performance Evaluation, the employee, at their option, may also complete a written evaluation of their supervisor using the Working America Staff Evaluation form Manager Review section as a guideline. The supervisor evaluation will be shared with the supervisor and the Chief of Staff. The supervisor will have the opportunity to make a written response. The Chief of Staff has discretion for any follow up. This two-way evaluation process is meant to be a constructive exercise with the intent to provide direct feedback to the supervisor to foster an open dialog between the employee and supervisor.

### **Section 3: Skill Assessment Development**

Separate from an annual review, at the employee's request, a meeting shall be scheduled to assess skill development and promotional advancement opportunities for the employee. The meeting will be guided by the Skill Assessment Development form. If, during the course of the conversation, it is determined that the employee is already performing a large majority of the duties for an existing senior position within their discipline and possesses all qualifications required by the job description, then the Employer will create a plan to promote the employee into the higher position within three (3) months. Refusals to facilitate the employee's request for this meeting shall be subject to provisions of Article 20 Grievance Procedure.

### **Section 4**

Evaluation forms themselves will not be relied on by the Employer for disciplinary action or promotional decisions. Employee conduct or performance described on the evaluation form may be subject of disciplinary action and may be considered in promotional decisions. Employee performance evaluations do not alter the provisions of Article 4 regarding discipline or discharge.

### **Section 5**

Evaluations conducted in accordance with the foregoing provisions will not be subject to the grievance procedure, except as specified in Section 4 of this Article.

## **ARTICLE 19 -- LAYOFFS**

### **Section 1**

If the Employer is going to lay off employees because of a reduction in force, a restructuring or elimination of a position for other operational reasons, it shall layoff in inverse order of seniority within job classification within each office.

### **Section 2 – Notice**

- a. The Employer shall provide the Union with five (5) weeks' notice of any layoff.
- b. The Employer shall provide employees identified for layoff with five (5) weeks' notice of layoff, or, at the Employer's option, with pay in lieu of some or all of the notice. This notice requirement shall be satisfied by any written employment offer that specifies the end date of employment. Notice to employees shall run concurrently with the notice provided to the Union in Section 2.a, above.

### **Section 3 -- Bumping**

This section applies to employees other than fixed term employees.

#### **a. National Office employees**

A National Office employee who has completed their probationary period with the Employer who is identified for layoff may choose to bump the least senior employee in the National Office in the same or lower classification, provided the bumping employee is qualified to perform the new position.

#### **b. Field employees**

- (1) A Field employee who has completed their probationary period with the Employer who is identified for layoff may choose to bump the least senior employee in the same or lower classification within the state in which the employee is working at the time of layoff, provided the bumping employee is qualified to perform the new position.
- (2) If a Field employee bumps into a position in a different office, the Employer will reimburse reasonable moving expenses up to two thousand five hundred dollars (\$2,500).
- (3) A Field employee with Working America who has completed their probationary period and who is identified for layoff will have the right of first refusal, to be exercised before the effective date of the layoff, for a vacant position in the same or lower classification in a new or existing office. If the employee accepts such a position, the Employer will reimburse reasonable moving expenses up to two thousand five hundred dollars (\$2,500).

- c. Qualifications  
The Employer shall determine whether an individual is qualified to bump the least senior employee. Qualifications include skills, experience and knowledge required to perform the job with reasonable orientation.
- d. Notice of intent to bump must be sent in writing to the department director no later than ten (10) working days after the date of the layoff notice.
- e. An employee who bumps shall be paid at the wage rate of the position into which they bump while maintaining their step level. In cases when an employee currently holds a 'senior level' classification of the position they are bumping into, they will maintain their job title, wage rate and step level, while continuing to perform the job duties of the senior level classification.

#### Section 4 – Severance Benefits

Any employee, other than a fixed term employee, who has completed one (1) year of service and who is identified for layoff shall be provided with:

- a. One (1) week severance pay for each year of service with the amount for partial years of service prorated for employees with one to five years' of service. Employees with more than five years of service shall receive one (1) week of severance pay for the first five years of service, plus two (2) weeks of severance pay for each additional year of service, prorated for partial years of service. No employee will receive less than one (1) week of severance pay; and
- b. Two (2) additional months of health insurance (through either direct provision or through payment of COBRA premiums).
- c. If the employee has not gained replacement health insurance, and provides certification to the Employer by the first of the month that they have not been able to gain replacement health insurance, the Employer will provide the employee with funds sufficient to pay for a month of coverage in a "bronze" plan on their State or Federal Health Exchange, up to a maximum of six (6) months.

For the purposes of this section, if a former employee is offered, through a new employer or through the employer of a spouse or domestic partner, health insurance that does not provide benefits equal to the benefits provided by the Employer or which requires an employee contribution, that does not constitute an inability to obtain replacement health insurance.

- d. The Employer will provide an employee a letter stating the employee's job title, dates of employment, final rate of pay and include a statement that the employee was laid off as a result of a downsizing of workforce for reasons unrelated to the quality of their work. The Employer shall not prohibit supervisors from being used as a personal reference for the employee and giving a verbal recommendation.



### Section 5 – Recall

This section applies to employees other than fixed term employees.

- a. National Office employees past their probationary period who are laid off shall have recall rights for fifteen (15) months to the position from which laid off.
- b. A Field employee past their probationary period with the Employer who is laid off shall have recall rights for fifteen (15) months to the position from which laid off in the same office or another office. For Field employees with more than two (2) years of service in their current position who accept such a position, the Employer will reimburse reasonable moving expenses in accordance with the Employer's Relocation Expense Policy.
- c. The Employer shall send a recall notice to the Unit Chairperson and to the last e-mail address of all employees on the recall list for the position as well as notice of the employee's position on the recall list. An employee has five (5) working days from the date of recall notice to respond in writing to the recall. Except as otherwise mutually agreed between the Employer and the employee, the employee with the most seniority of any person to respond to the recall shall be recalled to the position, and they must be available to begin work within ten (10) working days of the date of the recall notice. Reasonable requests for extensions on work availability will not be denied.
- d. An employee who declines a recall offer shall have no further rights to recall; except in cases when a recall offer is made within six (6) months of an employee's layoff and the employee is unable to relocate to the offered location, the employee will maintain recall rights for the duration set in Section 5(a) and 5 (b) above. This is retroactively effective for any Bargaining Unit members laid off beginning January 1<sup>st</sup>, 2013.
- e. All laid off employees will be notified via email of any new internal job postings.

### Section 6

- a. Time spent on a recall list by a laid off employee shall not constitute a break in continuity of service and seniority.
- b. No seniority will be earned while an employee is on layoff.
- c. Senior classified staff can be recalled for non-senior classified openings of their job position, but the Employer must restore their senior classification no later than three (3) months after recall.

## **ARTICLE 20 - GRIEVANCE PROCEDURE**

### **Section 1**

A grievance within the meaning of this Agreement shall be any controversy or dispute arising between the parties hereto relating to any matter covered by this Agreement, or practice thereunder, including wages, working conditions, or benefits, or the interpretation or application of this Agreement. A grievance shall be presented within twenty (20) days of the action giving rise to the complaint, or within twenty (20) days of when the complaining party or the Union should have become aware of the action. Efforts to adjust grievances shall be made wherever possible during the normal workday and workweek and be held in person or by telephone conference call.

### **Section 2**

A grievance shall specify the name of the grievant(s), the action(s) complained of, the date(s) on which the action(s) occurred, the provision(s) of this Agreement that the Union contends have been violated, and the remedy sought.

### **Section 3**

Any employee may discuss any matter with their supervisor without invoking the formal grievance procedure provided for in this Article.

### **Section 4**

**Step 1:** The grievance shall be filed with the grievant's immediate supervisor. The Employer agrees to meet, in person or by telephone conference call, with the Unit Chairperson within ten (10) working days after the grievance is filed, except that the ten (10) day period may be extended to fifteen (15) working days at the request of either party or, by mutual agreement, the period may be extended beyond fifteen (15) working days. The supervisor or designee shall respond in writing within thirty (30) days of this meeting. Failure to do so shall allow the Union to move the grievance to Step 2.

In the field, when, in the judgment of the supervisor or designee, the grievance relates to a national rather than field issue, the supervisor or designee shall move the grievance to Step 2 within ten (10) working days of the filing of the grievance or within ten (10) working days of the meeting with the grievant and the Union steward, with written notice to the Union and the grievant.

**Step 2:** If the Union wishes to appeal a Step 1 denial of a grievance, it shall file that appeal with the appropriate department director or designee within fourteen (14) days following the receipt of the written Step 1 denial. The department director or designee, the Unit Chairperson or designee and the grievant shall meet, in person or by telephone conference call, within thirty (30) days of the filing at Step 2. The department director or designee shall respond in writing within thirty (30) days of this meeting. Failure to do so shall allow the Union to move the grievance to arbitration.

### Section 5

Any matter involving the interpretation, application, administration or alleged violation of this Agreement (except renewal of this contract), including a question of whether or not a matter is arbitrable, not satisfactorily settled with thirty (30) days of the Step 1 meeting may be submitted to final and binding arbitration by either party within forty-five (45) days after the Employer's Step 1 response pursuant to Section 4 of this Article. 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 not have the authority to add to, delete from amend or modify the terms of this Agreement. The costs of the arbitration shall be borne equally by the parties, except that no party shall be obligated to pay any part of the costs of a stenographic transcript without express consent.

### Section 6

The time limits specified in this Article may be extended by mutual written agreement between the Employer and the Union.

### Section 7

The Employer respects the right of employees to file grievances under this Article.

## **ARTICLE 21 -- EXPENSE REIMBURSEMENT**

### **Section 1**

The Employer shall reimburse staff travel expenses in accordance with its Travel and Expense Policy for Bargaining Unit members, which can be found in Appendix C, and relocation expenses in accordance with its Relocation Expense Policy for Bargaining Unit members, which can be found in Appendix D. The Union and the Employer must negotiate any changes to these policies.

### **Section 2**

The Employer shall reimburse all other legitimate expenses incurred by Bargaining Unit members in the service of the Employer, for which the employee receives written or verbal pre-approval by the Employer. Mileage will be reimbursed at the IRS rate.

### **Section 3: Personal Vehicles**

The Employer will pay a seventy-five dollar (\$75) per month stipend for Organizers 1, 2, and 3 and State Program Directors' use of their personal vehicle for the Employer's business. This stipend is in addition to per mile reimbursement at the published IRS rate for business travel. Any newly created position added to the bargaining unit, for which the Employer requires the use of a personal vehicle for the Employer's business, will also receive this stipend.

### **Section 4: Cell Phones**

- a) The Employer will provide cell phones to the following Field employee positions: Organizer 1, Organizer 2, Organizer 3, and State Program Director.
- b) The Employer will provide cell phones, or at the employee's option, a fifty dollar (\$50) per month stipend to the following DCHQ employee positions: Administrative and Accounting Associate, Assistant Data Administrator, Field Operations Specialist, Information Specialist, IT Assistant, Media Outreach Specialist, National Organizer, National Recruitment Specialist, Online Organizer, Political Associate, Political Associate and Data Scientist, Program and Development Associate, Program and Development Specialist, Program and Political Associate, Senior Data Administrator, Senior Development Associate, Senior Development Specialist and Member Liaison, Senior Information Specialist, Senior Media Outreach Specialist, Senior Office Manager, Senior Online Organizer, Senior Payroll Analyst, Senior Political Associate, and Technical Support Analyst.
- c) Occasional personal use of Employer provided cell phones is allowed as long as it does not result in additional charges over and above the standard calling plan allowed by Employer.
- d) Employer reserves the right to change the list of employees authorized for a cell phone or cell phone reimbursement in the event the positions listed in this section no longer have a business need for the Employer provided cell phone or reimbursement. Employer shall notify Union of any changes.

- e) Employer shall advise Union of the application of this section to any new position added to the bargaining unit.
- f) Employees must be in a paid status to receive the cell phone benefits in this section. An unpaid status of thirty (30) or more days will result in the temporary suspension or termination of this benefit.

## **ARTICLE 22 – MANAGEMENT RIGHTS**

The Employer reserves, and the Union recognizes that the Employer retains, its traditional management rights and prerogatives not expressly limited or modified by this Agreement.

## **ARTICLE 23 -- NO DISCRIMINATION**

### **Section 1**

The Employer agrees that there shall be no discrimination with respect to any Employee because of their acting as an officer or in any other capacity on behalf of the Union.

### **Section 2**

The Employer and the Union agree not to discriminate against any Employee because of their sex, sexual orientation, gender identity, gender expression, race, religion, color, age, disability, or national origin.

## **ARTICLE 24 -- RESPECT AND DIGNITY**

### **Section 1**

The parties acknowledge the following fundamental understandings:

- a. The Employer and the Union agree to cooperate with one another in efforts to assure efficient operations, to serve the needs of the Employer and to meet the highest standards in such service.
- b. The Employer and the Union agree that it is their mutual aim to act at all times in such a manner as to treat all bargaining unit and non-bargaining unit employees of the Employer with respect and dignity.
- c. The Employer agrees to work closely with the Union, through the unit officers and shop stewards, to explore all reasonable means to help employees improve their performance and to enjoy success on the job.

### **Section 2**

This Article shall not be subject to the grievance and arbitration provisions of this Agreement.

### **Section 3: Management Relations Committee**

A Management Relations Committee shall be created to address issues under this Article. The Management Relations Committee shall consist of the Chief of Staff and a Deputy Director. If the issue involves either the Chief of Staff or the Deputy Director the meeting shall be with the General Counsel, and the uninformed Management Relations Committee member.

Issues under this Article may be addressed through a meeting with the employee and a union representative, or at the employee's option a union representative alone, and the Management Relations Committee. The employee and or union representative shall notify the Chief of Staff or General Counsel in writing of the need to meet with the Management Relations Committee. A meeting shall occur in-person or by telephone conference call within ten (10) working days of receipt of notice, except that the ten (10) day period may be extended to fifteen (15) working days at the request of either party or, by mutual agreement, the period may be extended beyond fifteen (15) working days. The Committee will investigate the issues with any witnesses and the manager involved. If the investigation establishes corrective action is warranted, the Employer will take the appropriate action. The general findings of the investigation shall be reported back to the union representative and the Executive Director.



## **ARTICLE 25 -- LABOR-MANAGEMENT COMMITTEE**

A joint Labor-Management Committee will be established of two (2) representatives chosen by the Employer and two (2) representatives chosen by the Union. 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 Employer and the Union, as well as employees the latter represents. The Labor-Management Committee further will be used to facilitate attaining the goals of the employer, and enable employees to be more effective and productive in accomplishing the Employer's mission. The Committee may take up non-grievance issues that affect the relations of an employee with the Employer, and by mutual agreement may consider matters that are subject to the grievance and arbitrations provisions of this Agreement.

## **ARTICLE 26 -- CONSULTANTS**

### **Section 1**

The Employer shall have the right to use consultants to perform work normally performed within the Union bargaining unit. No such consultant shall be used for more than six (6) months in a twelve (12) month period, except where operational needs demand and the parties mutually agree to an extension. An agreement to an extension shall not be unreasonably denied or delayed. Employer will notify the Union of such use at least one (1) week in advance.

### **Section 2**

Consultants shall not be used where they would replace permanent full-time employees.

### **Section 3**

Upon request, the Employer will provide the Unit Chair with a description of the work being done by a consultant under Section 1 of this Article, and, if the consultant is working by the hour, the number of hours worked and the pay rate.

### **Section 4**

Consultants may not directly supervise Union members.

## **ARTICLE 27 -- TEMPORARY AND PROJECT EMPLOYEES**

### **Section 1**

The Employer shall have the right to use temporary and project employees to perform work normally performed within the Union bargaining unit. No such temporary or project employee shall be used for more than six (6) months within a twelve (12) month period, except where operational needs demand and the parties mutually agree to an extension. An agreement to an extension shall not be unreasonably denied or delayed. Employer will notify the Union of such use at least one (1) week in advance where possible.

### **Section 2**

Temporary and project employees shall not replace permanent full-time employees except where filling in for an employee on leave or where the Employer has posted but has still been unable to fill a vacancy.

### **Section 3**

If a temporary or project position involving work normally performed within the Union bargaining unit becomes a permanent full-time position, it shall be included in the bargaining unit. Upon permanent full-time date of hire, continuous time served as a temporary or project employee shall be credited for purposes of seniority and the employee shall be subject to the probationary period of Article 4, Section 1b.

## **ARTICLE 28 - MISCELLANEOUS**

### **Section 1**

If any provision of this Agreement is held invalid or unenforceable by a court or other jurisdictional authority, the Employer and the Union shall meet to discuss the matter.

### **Section 2 – Bylines**

An employee's byline shall not be used over their protest on any written material. The Employer will continue its practice of acknowledging contributor status to various media where appropriate and reasonable.

### **Section 3 – 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 interfere with the mission, work or established policies of the Employer. No employee shall seek or accept any fee or honorarium from another party for work performed in their capacity as a representative of the Employer.

### **Section 4**

The Union will be permitted to hold a monthly one (1) hour unit meeting on the first (1<sup>st</sup>) Friday of each month at 12:00pm ET, which will be held over lunch on the Employer's premises. National and Field Staff employees shall be allowed to prioritize this meeting in their schedule and the Employer will reschedule any conflicting events accordingly, except in cases where scheduling conflicts are outside of the Employer's control. In the event when the first (1<sup>st</sup>) Friday of the month is a Paid Holiday, or the office is closed, the meeting will be moved. The Union agrees to report any use of AFL-CIO rooms to the Director of Finance and Administration in order that the Union may pay any fee charged to the Employer for use of the space. This section does not entitle Field Staff to travel to attend Union meetings.

### **Section 5 – Existing Benefits**

No reduction in pay and economic benefits (for example, pay, leave, insurance, and 401k) shall be made as a result of putting this Agreement into effect unless negotiated.

**ARTICLE 29 - DURATION AND RENEWAL**

This Agreement shall take effect as of March 1, 2016, and remain in effect through February 28, 2019. Within ninety (90) days prior to the expiration date of this Agreement, the Employer or the Union may initiate negotiations for a new Agreement.

FOR WORKING AMERICA

FOR THE GUILD

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## Appendix A

### Salary Schedule effective March 1, 2016

	B	G	H	I	J	K	L	M	N	O
1	Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 9	Step 11
2	Administrative & Accounting Assistant	\$42,970	\$43,829	\$44,706	\$45,600	\$46,512	\$47,442	\$48,391	49,358	50,346
3	Administrative & Accounting Associate	\$56,400	\$57,528	\$58,679	\$59,852	\$61,049	\$62,270	\$63,516	64,786	66,082
4	Administrative & Accounting Specialist	\$70,338	\$71,744	\$73,179	\$74,643	\$76,136	\$77,658	\$79,212	80,796	82,412
5	AP Administrator	\$42,970	\$43,829	\$44,706	\$45,600	\$46,512	\$47,442	\$48,391	49,358	50,346
6	Assistant Data Administrator	\$50,897	\$51,915	\$52,953	\$54,012	\$55,093	\$56,194	\$57,318	58,465	59,634
7	Digital Assistant	\$38,282	\$39,048	\$39,829	\$40,626	\$41,438	\$42,267	\$43,112	43,974	44,854
8	Digital Communications Organizer	\$68,289	\$69,655	\$71,048	\$72,469	\$73,918	\$75,397	\$76,905	78,443	80,011
9	Field Communications Assistant	\$42,970	\$43,829	\$44,706	\$45,600	\$46,512	\$47,442	\$48,391	49,358	50,346
10	Field Operations Assistant	\$42,970	\$43,829	\$44,706	\$45,600	\$46,512	\$47,442	\$48,391	49,358	50,346
11	Field Operations Specialist	\$50,281	\$51,287	\$52,312	\$53,359	\$54,426	\$55,514	\$56,625	57,757	58,912
12	Information Specialist	\$72,448	\$73,897	\$75,375	\$76,882	\$78,420	\$79,988	\$81,588	83,220	84,884
13	IT Assistant	\$42,970	\$43,829	\$44,706	\$45,600	\$46,512	\$47,442	\$48,391	49,358	50,346
14	Labor Project Specialist	\$49,828	\$50,825	\$51,842	\$52,878	\$53,936	\$55,015	\$56,115	57,237	58,382
15	Manager of Office Services	\$67,025	\$68,366	\$69,733	\$71,127	\$72,550	\$74,001	\$75,481	76,991	78,530
16	Marketing & Outreach/Member Benefits Associate	\$50,157	\$51,160	\$52,183	\$53,227	\$54,292	\$55,377	\$56,485	57,615	58,767
17	Media Outreach Specialist	\$74,162	\$75,645	\$77,158	\$78,701	\$80,275	\$81,881	\$83,518	85,189	86,893
25	National Organizer	\$72,003	\$73,443	\$74,912	\$76,410	\$77,938	\$79,497	\$81,087	82,709	84,363
26	National Recruitment Specialist	\$49,415	\$50,404	\$51,412	\$52,440	\$53,489	\$54,559	\$55,650	56,763	57,898
27	Office Manager	\$34,190	\$34,874	\$35,571	\$36,283	\$37,008	\$37,749	\$38,503	39,274	40,059
37	Office Manager (Bi-Lingual)	\$37,609	\$38,361	\$39,128	\$39,911	\$40,709	\$41,523	\$42,354	\$43,201	\$44,065
38	Office Manager Headquarters	\$54,106	\$55,188	\$56,292	\$57,418	\$58,566	\$59,737	\$60,932	62,151	63,394
39	Online Organizer	\$74,162	\$75,645	\$77,158	\$78,701	\$80,275	\$81,881	\$83,518	85,189	86,893
40	Organizer 1	\$35,216	\$35,920	\$36,638	\$37,371	\$38,119	\$38,881	\$39,659	40,452	41,261
41	Organizer 2	\$41,895	\$42,733	\$43,587	\$44,459	\$45,348	\$46,255	\$47,180	48,124	49,087
42	Organizer 3	\$52,000	\$53,040	\$54,101	\$55,183	\$56,286	\$57,412	\$58,560	59,724	60,926
43	Payroll Assistant	\$50,897	\$51,915	\$52,954	\$54,013	\$55,093	\$56,195	\$57,319	58,465	59,634
44	Political Assistant	\$42,970	\$43,829	\$44,706	\$45,600	\$46,512	\$47,442	\$48,391	49,358	50,346
45	Political Associate	\$68,289	\$69,655	\$71,048	\$72,469	\$73,918	\$75,397	\$76,905	78,443	80,011
46	Political Associate and Data Scientist	\$81,002	\$82,622	\$84,274	\$85,960	\$87,679	\$89,433	\$91,221	93,046	94,907
47	Program & Development Associate	\$68,289	\$69,655	\$71,048	\$72,469	\$73,918	\$75,397	\$76,905	78,443	80,011
48	Program & Development Specialist	\$50,157	\$51,160	\$52,183	\$53,227	\$54,292	\$55,377	\$56,485	57,615	58,767
49	Program & Political Associate	\$70,338	\$71,744	\$73,179	\$74,643	\$76,136	\$77,658	\$79,212	80,796	82,412
50	Program Associate	\$68,289	\$69,655	\$71,048	\$72,469	\$73,918	\$75,397	\$76,905	78,443	80,011
51	Senior Accountant	\$74,162	\$75,645	\$77,158	\$78,701	\$80,275	\$81,881	\$83,518	85,189	86,892
52	Senior Communications Specialist	\$82,751	\$84,406	\$86,094	\$87,816	\$89,572	\$91,364	\$93,191	95,055	96,956
53	Senior Data Administrator	\$61,200	\$62,424	\$63,672	\$64,946	\$66,245	\$67,570	\$68,921	70,300	71,706
54	Senior Development Associate	\$81,002	\$82,622	\$84,274	\$85,960	\$87,679	\$89,433	\$91,221	93,046	94,907
55	Senior Development Specialist and Member Liaison	\$86,149	\$87,872	\$89,629	\$91,422	\$93,250	\$95,115	\$97,018	98,958	100,937
56	Senior Digital Communications Organizer	\$76,384	\$77,912	\$79,470	\$81,059	\$82,680	\$84,334	\$86,021	87,741	89,496
57	Senior Information Specialist	\$81,002	\$82,622	\$84,275	\$85,960	\$87,680	\$89,433	\$91,222	93,046	94,907
58	Senior Media Outreach Specialist	\$82,751	\$84,406	\$86,094	\$87,816	\$89,572	\$91,364	\$93,191	95,055	96,956
59	Senior Office Manager	\$40,973	\$41,792	\$42,628	\$43,481	\$44,350	\$45,238	\$46,142	47,065	48,006
60	Senior Online Organizer	\$82,751	\$84,406	\$86,094	\$87,816	\$89,572	\$91,364	\$93,191	95,055	96,956
61	Senior Payroll Analyst	\$74,162	\$75,645	\$77,158	\$78,701	\$80,275	\$81,881	\$83,518	85,189	86,893
62	Senior Political Associate	\$81,002	\$82,622	\$84,274	\$85,960	\$87,679	\$89,433	\$91,221	93,046	94,907
63	Senior Writer	\$81,396	\$83,024	\$84,684	\$86,378	\$88,106	\$89,868	\$91,665	93,498	95,368
64	Social Media Associate	\$68,289	\$69,655	\$71,048	\$72,469	\$73,918	\$75,397	\$76,905	78,443	80,011
65	Social Media and Campaign Specialist	\$49,791	\$50,786	\$51,802	\$52,838	\$53,895	\$54,973	\$56,072	57,194	58,338
66	State Program Director	\$53,326	\$54,393	\$55,480	\$56,590	\$57,722	\$58,876	\$60,054	61,255	62,480
67	Technical Support Analyst	\$51,564	\$52,595	\$53,647	\$54,720	\$55,815	\$56,931	\$58,069	59,231	60,415
68	Writer	\$72,003	\$73,443	\$74,912	\$76,410	\$77,938	\$79,497	\$81,087	82,709	84,363

**Appendix B**  
**Domestic Partner Definition and Requirements**

A domestic partner may be the same or opposite sex of the employee and must:

1. Have been in a mutually exclusive relationship as a spouse equivalent of the employee for a minimum of one (1) year;
2. Have shared a legal residence with the employee for at least twelve (12) consecutive months;
3. Not be related to the employee by blood or marriage;
4. Not currently be in a marriage, civil union, or domestic partnership with another person; and
5. Be mutually responsible for each other both fiscally and legally (for example, have joint bank accounts, a joint lease or mortgage, joint liability or residential utilities, credit cards etc.)

The employee shall submit a statement to the Director of Finance and Administration affirming the above.



## **Appendix C**

### **Travel and Expense Policy for Bargaining Unit Members**

This policy explains Working America's reimbursement policies for reasonable, necessary and approved travel and other expenses incurred during the course of conducting business on behalf of Working America. Reimbursements must be submitted by employees within 30 days of return of travel. Reimbursements will be paid by Working America in the pay period immediately following employee submission.

Employees are at all times expected to be good stewards of Working America's resources. Employees should arrange travel in such a manner as to minimize expenses as much as possible including combining trips, being flexible with scheduling, and using car rentals only when more cost effective than other available means of transportation.

#### **Travel Expenses**

When arranging business travel for Working America, travelers must adhere to the following guidelines.

#### **Advance Approval**

Employees must have all travel approved by their immediate supervisor prior to making any travel arrangements. Once all the information for travel has been entered in the Working America travel system, the itineraries will be sent to the employees' direct supervisor for approval via email. When the travel has been approved by the supervisor a confirmation email will be sent to the employee. The email will contain ticketing, lodging and or car rental information as requested.

#### **Travel and Lodging**

Whenever possible, all travel arrangements must be made at least 14 days prior to the date of travel except in extreme circumstances. Reservations made less than 14 days prior to travel are considered out of policy unless scheduling delays or short notice require it. Any out of policy travel requires approval of the Chief of Staff, or their designee, or the Director of Finance and Administration.

Travelers should use the online system and refrain from calling the travel agency as this will result in additional booking fees. All travelers will be assigned an account with the travel agent by the Accounting Department. Supervisors can make travel arrangements for infrequent travelers that do not have an assigned travel agent log-in.

All travel booked through Working America's travel agent will be charged to a Working America account. Within the travel system, efforts should be made to use union hotels and the Working America contracted car rental company, currently Avis/Budget.

On out-of-town assignments, employees will be provided with secure housing at all times, and in no circumstances will employees be required to stay in housing shared with non-Working America staff, or in unsecured locations, unless mutually agreed upon by Working America and the Union.

All travelers will be responsible for arranging personal payment for hotel incidentals, such as mini bar, movies, room service, etc. Any citations received on a rented vehicle will be the responsibility of the renter. Documentation for charges to a personal credit card must be submitted to the Accounting Department. Expenses may be disallowed without proper documentation.

### **Use of Personal Car**

Working America will reimburse for the use of personal vehicles according to the published IRS rate for business travel. Personal vehicles usage may only be reimbursed for travel if the mileage reimbursement is equal to or less than the cost of traveling by air, rail or rental vehicle.

Working America will reimburse for the use of personal vehicles for business related trips within an employee's home office metropolitan area, such as attending a meeting away from the office. Personal vehicle usage may only be reimbursed if the cost is equal to or less than using alternative transportation such as public transportation, unused crew vans or taxi. The cost of parking should be included when determining the most cost effective means of transportation.

Under no circumstances will Working America reimburse for an employee's commute between home and their primary workplace. When travel to the primary workplace is not the destination, such as trips to and from the airport or directly to a meeting, Working America will reimburse for actual miles driven less the commute to and from home to the primary workplace.

### **Taxis**

When public transportation is not available, and employees need to utilize taxis in the course of business or travel, they will be reimbursed the cost of the fare plus a reasonable tip.

### **Parking/Tolls**

Travelers will be reimbursed for parking and toll expenses, including charges for hotel parking while on business travel. Airport parking for personal vehicles while traveling will be reimbursed providing the most economical parking available is utilized. The cost of parking and other related expenses should be considered when deciding to rent a car while on travel or to utilize other forms of transportation to and from the departing airport.

### **Special Business Expense**

Employees, such as Organizers, shall be reimbursed from petty cash for expenses associated with the purchase of nominal food and/or beverages when meeting with members for the purpose of member development. The reimbursement entitlement shall be up to a maximum of ten (\$10) dollars per meeting.

### **Ownership of Frequent Traveler Miles and Hotel Rewards**

Frequent flyer miles and other bonuses accrued during travel are the property of the traveler. Employees must use the most economical travel options without regard to these programs.

**Per Diem**

Per Diem will be paid when on assignments no less than one hundred (100) miles away from a traveler's home, or when an assignment otherwise requires overnight lodging within one-hundred (100) miles of home.

Per Diem is meant to cover meals, tips and other incidental travel expenses not otherwise reimbursable. Receipts are not required to account for per diem and expenses that per diem covers should not be submitted for reimbursement if charged to a personal credit card.

In cases when it is a financial hardship for an employee to pay up front expenses which per diem covers, on extended trips of more than five (5) days, employees can request a cash advance for the days they are scheduled to receive per diem provided that such request is submitted at least one (1) calendar week in advance of the first day of scheduled travel.

Per diem shall be paid as follows:

- \$25 for: (a) the day of departure, if departing after 12:00 p.m., and the day of return travel, if landing before 7:00 p.m.; (b) days any meal is provided; and (c) if a kitchen is provided for stays of seven (7) days or more
- \$45 for each full travel day and day spent on out-of-town assignments

**Home Visits While on Extended Assignments**

If an employee is assigned to a temporary out-of-town assignment of five (5) or more consecutive weeks, they shall be entitled to reimbursement of travel expenses for one weekend return trip home per each 5 week period on an out-of-town assignment.

Employees may book their travel through Working America's travel agent as long as their routing is between the out-of-town assignment and their home office. Whenever possible, all travel arrangements must be made at least 14 days prior to the date of travel except in extreme circumstances.

If, while on an out-of-town assignment, a traveler is staying at a hotel that charges a nightly rate, they must check out of the hotel before leaving, and check back in upon returning. If the hotel or residence charges a weekly or monthly rate, it is not necessary to check out.

**Appendix D**  
**Relocation Expense Policy for Bargaining Unit Members**

**I. RELOCATION EXPENSE POLICY FOR GUILD EMPLOYEES**

**Eligibility**

The policy outlined in this section applies to Guild Employees (hereafter “employees”) who, at the request of Working America, are relocated to a new office location that is at least 50 miles further from the employee’s former home than the former job location was from their former home.

**Relocation Expenses**

Working America shall pay transportation and travel expenses, and issue a stipend to be used for temporary living, meals and finding housing accommodations near the new office location.

Transportation expenses

Working America will advance the cost of pre-approved reasonable transportation expenses related to transporting the employee’s household goods and personal effects from their current residence near their current office location to a new residence near the new office location up to a maximum of \$2,500. Allowable expenses include packing, loading, transporting, unloading, and unpacking household goods; storage up to 30 days after vacating your home but prior to occupying a new home at the new office location.

Travel expenses

In addition to transportation expenses, Working America will advance to the employee the cost of their pre-approved travel expenses to the new office location. Travel expenses include one of the following:

- mileage (calculated at the current IRS reimbursement rate) if the employee drives their car to the new office location; or
- reasonable train or bus fare; or
- if the new office location is 400 or more miles from the current office location, reasonable airfare.

All travel expenses (except airfare) require that the employee submit an estimate of costs to their supervisor and the Director of Finance and Administration. See the discussion on airfare in the “Applying for Relocation Expenses” section below.

Stipend

Working America will provide a one-time relocation stipend of \$1,800 which is a reasonable estimate of expenses to cover temporary living, meals, and finding housing accommodations near the new office location. The relocation stipend is taxable. The stipend will be processed when the transportation and travel expense estimates have been approved.

### **No Housing Assistance**

Employees are expected to arrange their own housing accommodations as quickly as possible when relocating to a new assignment without assistance from Working America.

### **Applying for Relocation Expenses**

When employees are asked to relocate to a new office, they become eligible to receive relocation expenses. To get the process started, employees must submit estimates for their transportation expenses, up to the \$2,500 advance allowed. In addition, they must submit the following for travel expenses:

- Mileage—an estimate of the miles between their current residence and the new office location. Submit a Google map or similar mileage estimate. The mileage reimbursement will be calculated at the current IRS reimbursement rate.
- Train or bus fare—an estimate of train or bus fare using the appropriate provider's website.
- Airfare—Airfare will be advanced through an e-ticket issued through Working America's travel agent. The employee shall advise their supervisor of their dates of travel at least 14 days prior to departure. The supervisor will book the Employee's airline ticket using Working America's travel agent and forward the itinerary/e-ticket directly to the employee.

All transportation and travel expense estimates must be submitted to the appropriate supervisor and the Director of Finance and Administration at a minimum of 5 business days prior to your move date.

The Supervisor and Director of Finance and Administration will review the estimates for eligible transportation and travel expenses and, upon approval, authorize Accounting to process a check request in that amount made payable to the employee.

In addition to the transportation and travel expenses, employees shall also receive a one-time relocation stipend of \$1,800 made payable to the employee. This check shall automatically be issued when the transportation and travel expenses are processed.

### **Post-Move Submission of Expenses Incurred**

After the move, employees are responsible for submitting documentation of their transportation and travel expenses to the Director of Finance and Administration within 15 business days of the move date. The employee shall submit actual receipts for the transportation and travel expenses incurred and shall reimburse Working America, within 30 days of the move date, for any overage between the advance of transportation and travel expenses to the employee and the actual costs incurred. If the employee does not advise Working America in writing within 30 days of the move date that they will make payment for the amount of overage, Working America will deduct the overage from the employee's wages, bonuses, or other monies due the employee in each of the following two payroll periods.

If the actual transportation and travel expenses incurred are greater than the advance issued, the employee may submit additional expenses to Working America for consideration. Under no

circumstances shall the total transportation expenses paid to employee exceed \$2,500, including any amount(s) advanced.

### **Taxes**

Certain expenses authorized for relocation from Working America may be taxable. Those expenses will be reported and will appear on the Employee's W-2 form as taxable income. Generally speaking, the transportation and travel expenses will be reported on your W-2 but are not taxable unless you do not submit receipts for the \$2,500 advance. The stipend is reported as income and taxes are withheld at the time the check is issued.

### **Repayment upon early termination of employment**

Any employee who voluntarily terminates their employment with Working America or is terminated for misconduct within 12 months after their relocation date is required to repay a pro-rata share of all relocation expenses reimbursed by Working America (including Transportation expenses, Travel expenses and the Stipend). No repayment is required where an employee's termination is the result of an office closing or job elimination.

The pro-rata share will be determined based on the number of months of service the employee provided after the relocation date. By example, if an employee who receives relocation expenses terminates their employment with Working America six months after the relocation date, the employee will be responsible for reimbursing 50% of the Transportation expenses, Travel expenses and the Stipend to Working America. The reimbursement owed Working America will be deducted from the employee's final paycheck.

## **Appendix E**

### **Working America Telework Policy**

Working America's Telework Policy allows staff to fulfill their job duties and responsibilities by securely working from home or another alternative worksite

Teleworking is not an employee benefit, rather it is an alternative to working at your job site. Working America shall approve teleworking where it is reasonable and practical to do so and where operational needs will not be adversely affected. Working America reserves the right to decide where such need is reasonable.

Teleworking is based on a mutual agreement between the staff member and their manager. Staff are not required to telework and they have the right to refuse to telework if the option is made available to them. Working America has the right to decline approval of any particular telework request because the job duties are not suitable for telework, or on the basis of operational need, or for performance reasons. The reason for a decision to decline approval of telework shall be communicated in writing from the manager to the employee, and where requested, reviewed by the Management Relations Committee.

#### Telework may be used for:

- (1) 6 telework days per year may be used for any reason provided staff gives one week's advance notice to their manager and receives prior approval;
- (2) 6 additional telework days per year may be used for personal emergency situations that may arise provided the staff member gives notice to their manager as soon as practicable; and
- (3) Additional telework days may be granted/required for emergency conditions that close the office such as disasters or inclement weather if there is an operational need. In the event of an emergency condition, notice shall be given to Employees no later than 10 AM where possible.

An unexpected office closure does not impact an already scheduled telework day (e.g. an employee arranges a telework day and the office is closed for inclement weather, the employee will remain on telework that day).

The telework arrangement is limited to a maximum of 12 days total telework per year—up to 6 days pre-approved telework and up to 6 days for personal emergency telework. Additional telework days granted/required for emergency conditions do not count toward the 12 day total. Telework may be used in half or full day increments. Unused days do not accumulate into the next year.

#### **Compensation and Work Hours**

The employee's pay, benefits, work status and work responsibilities will not change as a result of telework. The hours and amount of time the employee is expected to work per day will not change as a result of participating in the teleworking program.

## **Eligibility**

To be eligible for consideration employees must:

- Have successfully completed their probationary period with Working America;
- Have no record of performance problems or disciplinary actions within the preceding one (1) year; and
- Their job duties must be suitable to a teleworking arrangement, as determined by their manager.

## **Approvals**

Teleworking requests will be approved by an employee's immediate manager on a case-by-case basis and shall not be unreasonably denied.

To request use of a telework day, employees must submit a Telework Day Request Form to their manager at least a week in advance when the need is foreseeable or in the event of an emergency send an email and complete the Telework Day Request Form as soon as practicable when they return to the office. The manager and employee will agree on the number of telework days authorized, the work schedule the employee will maintain, the work plan to be followed, the contact information for the teleworking site, and the manner and frequency of communication. The Telework Day Request Form detailing this agreement will serve as record of this agreement. Failure to comply with the terms of the agreement may result in ineligibility for future telework requests.

Considerations for approval will include the functions to be performed; how much time the employee will be spending teleworking; the employee's overall work performance history; and the impact on Working America and the employee's workplace responsibilities, among other things.

Not all positions or situations are suitable for teleworking and teleworking requests will not be automatically granted. Examples of situations which may not be suitable for telework include, but are not limited to:

- Work that requires contact with goods such as shipping computers to field offices or the provision of computer hardware services;
- Responsibilities that require a physical presence in a Working America office or at meetings;
- Activities that require accessing information which cannot be data secured;
- Work that deals with sensitive or confidential data such as personnel or payroll records.

Examples of functional responsibilities suitable for telework include, but are not limited to: Reading, writing and editing, preparing presentations, data entry, phone/conference calls, online research, data analysis, secure IT software support.

## **Job Responsibilities**

The employee's job responsibilities will not change due to teleworking. The amount of time an employee is expected to work and the work hours will be the same as a normal, core work day. All Working America requests for acknowledgement are expected to be responded to promptly.



## **Work Area**

Working America shall provide workers' compensation and liability protection as obligated by State statutes for the employee while in the course of employment within the agreed upon location and defined telework schedule. Working America assumes no responsibility for any activity, damages, or injury which are not directly associated or resulting from the official job duties for which it has no ability to exercise control. Working America assumes no responsibility for the employee's personal property. The employee agrees to maintain appropriate safety practices during the time teleworked.

## **Employee Responsibilities**

- a) Work and telework equipment such as phone, computer, fax, or other agreed upon communications, shall be owned and maintained by the employee unless otherwise provided for in this policy. In addition, they must meet current minimum specifications (which may include but is not limited to operating systems, applications, software, security/anti-virus and means of connectivity. The employee must also provide internet and telephone services with call waiting access in their alternate work site at their own expense.
- b) Employees must be available by phone at an agreed upon contact number.
- c) Throughout the duration of the telework assignment, an employee must use reasonable caution, procedures and equipment that maintain data storage and transmission security. Restricted access materials (such as payroll, personnel files, financial or legal documents etc.) may not be taken out of the office, copied, or compromised in any way.
- d) Employees working at alternate sites will take all precautions necessary to secure all sensitive, proprietary and confidential information and prevent unauthorized access.
- e) Employee expenses not specifically covered in this policy may be approved on a case-by-case basis by the employee's manager. Under no circumstances will incidental costs, such as residential utility costs, cleaning, computer or phone repair, internet, phone access etc. be the responsibility of Working America.
- f) Employees who telework will manage personal responsibilities in a way that allows them to successfully meet their job responsibilities.
- g) Employee tax implications related to alternate work locations are the responsibility of the employee. Employees should consult with a qualified tax professional to discuss income tax implications, if any.

### Side Letters

1. Working America's HR Administrator or a designee will develop an exit interview process for staff at voluntary separation. Information from the exit interview will be shared with the Chief of Staff. Working America shall meet with the Union to develop an exit interview form.
2. Management will continue to provide weekly email updates to employees on organizational matters.
3. During the transition to a new Working America phone system in the field, eligible positions in the field may choose either a Working America cell phone or the current \$50 stipend. The \$50 stipend option terminates when the new phone system in the field is operational.

February 26, 2016

Cet Parks  
Washington-Baltimore Newspaper Guild  
1225 I St., NW, Suite 300  
Washington, DC 20005

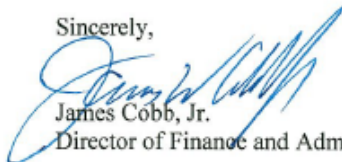
RE: Working America benefit changes

Dear Cet:

This is to confirm that Working America is making changes to the following benefits:

1. At the end of the plan year, employees may roll over unused amounts from their Health Care Flexible Spending Account up to \$500 for expenses in the next year.
2. New employees are eligible to participate in the Flexible Spending Accounts Health Care and Flexible Spending Accounts Dependent Care benefit from the date of hire.

Sincerely,



James Cobb, Jr.  
Director of Finance and Administration