Contract between
WASHINGTON-BALTIMORE NEWS GUILD
And
The Jobs with Justice Education Fund (JWJEF)
January 1, 2016 to December 31, 2016
ARTICLE 1 COVERAGE

1. This Agreement covers all full-time, part-time and temporary employees, including, but not limited to Senior Field Organizer, Field/Campaign Organizer, Student Labor Action Project Coordinator, Executive Assistant & Program Associate, Communications Associate, Development Manager, Senior Policy Analyst, Office Manager, Manager of External Affairs, Immigration and Workers Rights Organizer, Senior Campaign Organizer/CAG Field Director, Senior Policy Analyst, Organizing Assistant, Development Assistant, Media Specialist, Executive Coordinator, Student Debt Organizer, Research Assistant, and Senior Communications Strategist.

2. This Agreement does not cover supervisors, managerial, or confidential employees as defined by the National Labor Relations Act.

3. The jurisdiction of the Guild shall cover all work performed by Employees in the departments and classifications listed above in Section 1. The type of work normally performed within the bargaining unit by employees covered in Section 1 shall be performed by employees covered by this agreement except that nothing in this section shall be interpreted to bar employees in the positions excluded from this Agreement in Section 2 from continuing to perform the work done by them as part of their normal function.

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

1. The Employer will notify the Guild one week in advance where practicable, upon hiring a temporary employee or utilizing a person employed by a temporary employment service ("agency temporary") to perform work normally performed within the Guild's bargaining unit.

2. The Employer may utilize an agency temporary for up to six (6) months in order to replace an employee on leave under Article 11 (Leaves) of this Agreement or up to three (3) months to fill a vacant position that the Employer has been unable to fill on a permanent basis. These time limits may be extended by mutual agreement with the Guild. Agency temporaries are not covered by the provisions of this Agreement.

3. a) The Employer may hire temporary employees for up to six (6) months to replace an employee on leave under Article 11 (Leaves) of this Agreement. This may be extended with mutual agreement with the Guild. Temporary employees hired under this section shall be covered by all provisions of the collective bargaining agreement except Article 16 Health Insurance and Article 17 Retirement. Temporary Employees hired under this section shall be provided with a stipend of $200 per month to purchase health insurance.

b) The Employer may hire temporary employees to fill a vacant position that the Employer has been unable to fill on a permanent basis after the normal recruitment process. Absent Guild approval of an extension, after three (3) months an employee hired under section 3 b) must either be made permanent or discharged. Employees hired under this section are covered by all provisions of the CBA except Article 16 Health Insurance and Article 17
Retirement. Temporary Employees hired under this section shall be provided with a stipend of $200 per month to purchase health insurance.

4. A temporary Employee shall not eliminate, displace or replace a regular full-time Employee (except as noted above).

5. Part-time: Employees employed on a permanent part-time basis shall receive, at a pro rata scale, all benefits of this Agreement.

6. Part-time employees shall not be employed where, in effect, such employment would eliminate, displace or replace a regular full-time employee; provided, however, that in the event of a curtailment of work, a full-time employee may be given the option to take part-time employment in lieu of being discharged.

7. a) The intern program of JWJEF and fellowships sponsored by other organizations are intended to advance the work of JWJEF and provide practical training and experience in workers' rights education and social justice.

b) Internships and fellowships will be limited to six (6) months' duration, (1) unless otherwise extended through agreement reached in LMC, or (2) if the intern or fellow is receiving compensation or credit from another institution or program, for example, a university or leadership program, and the term of the internship or fellowship is longer than six (6) months, the duration of the internship or fellowship will be for the length specified by the sponsoring entity. Interns and fellows will not be utilized to displace a regular employee or fill a regular position.

c) Neither interns nor fellows are covered by the provisions of this Agreement. To the extent the sponsoring entity provides or sets compensation and benefits, sets other terms and conditions applicable to the internship or fellowship, or specifies minimum standards in compensation and benefits or other terms and conditions of employment, that compensation, those benefits and those terms and conditions of employment will apply.

8. The Union recognizes the Employer's need to use the services of consultants to provide services or expertise unavailable from the JWJEF's Guild-covered employees. The Union also recognizes the Employer's need to use the services of consultants to augment the work of Guild-covered employees. The Labor Management Committee will review all consultant contracts that are longer than ninety (90) days or more than $5,000 and will discuss and recommend, if they choose, alternate approaches. In any case, a consultant performing duties normally or previously performed by Guild employees shall not be kept under contract for more than ninety (90) days without the approval of the Guild.

ARTICLE 3 UNION SECURITY

1. It shall be a condition of employment that all employees covered by this Agreement who are members of the Guild in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall become and remain members in good standing in the Guild. The foregoing provisions shall be effective in accordance and consistent with applicable provisions of federal, District of Columbia and state laws. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on or before
the thirtieth (30th) day following the beginning of such employment, become and remain
members in good standing in the Guild.
2. The Guild agrees that it will admit to and retain in membership any such employee subject to
the provisions of the Constitution of The News Guild-CWA and the by-laws of the
3. The Employer agrees to supply the Guild once each year with a salary list of all employees in
the Guild bargaining unit, showing name, address, sex, race (if known), date of birth, date of
hiring, job title, and salary. The Employer further agrees to supply to the Guild once each month
a list of the employees in the unit who are added to and deleted from the payroll and any
changes in the job classifications or salaries.
4. There shall be no interference or attempt to interfere with the operation of the Guild in the
performance of its duties as the bargaining agent for the employees covered by this Agreement.
5. Subject to work needs and availability of space, Guild meetings may be held and attended
during working hours on the Employer’s premises, provided such meetings are reasonable in
frequency and duration. The Guild will give the Employer reasonable notice of such
meetings.
6. The Employer shall provide for payroll deductions for COPE on behalf of employees who
authorize such deductions in writing.

ARTICLE 4 DUES DEDUCTION

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

ASSIGNMENT AND AUTHORIZATION

TO DEDUCT GUILD MEMBERSHIP DUES

To: Jobs with Justice/American Rights at Work

I hereby assign to the Washington-Baltimore News Guild, Local 32035 The
News Guild-CWA, and authorize JWJEF to deduct twice monthly from any salary
earned or to be earned by me as an employee, an amount equal to Guild initiation
fees, dues and assessments as certified by the Treasurer of the Guild starting in the
first week in the month following the date of this assignment. I further authorize and
request JWJEF to remit the amount deducted to the Guild not later than the 30th day
of each month.
This assignment and authorization shall remain in effect until revoked by me, but shall be irrevocable for a period of one year from the date appearing below or until the termination of the contract between JWJEF and the Guild, whichever occurs sooner. I further agree and direct that this assignment and authorization shall be continued automatically and shall be irrevocable for successive periods of one year each or for the period of each succeeding applicable contract between JWJEF and the Guild, whichever period shall be shorter, unless written notice of its revocation is given by me to JWJEF and to the Guild by registered mail not more than thirty (30) days and not less than fifteen (15) days prior to the expiration of each period of one year, or of each applicable contract between JWJEF and the Guild, whichever occurs sooner. Such notice of revocation shall become effective for the calendar month following the calendar month in which JWJEF receives it.

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

__________________________
Print Name

__________________________
Employee’s Signature

__________________________
Date

ARTICLE 5 JOB SECURITY

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

2. Employees with more than six (6) months of service shall not be subject to discipline or discharge except for just and sufficient cause. All discipline shall be progressive.

3. Employees with more than six (6) months of service shall be given two (2) weeks' notice, or two (2) weeks' pay in lieu of notice, of any discharge and one (1) week severance pay for each year of service, or major fraction thereof up to a maximum of four (4) weeks, except that employees
discharged for gross misconduct, insubordination, or whose discharge is self-provoked shall not be entitled to notice or severance pay.

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

5. Any employee and the Guild shall have the right to review the employee’s personnel file at a mutually convenient time and, upon request, shall be provided copies of all material in the employee’s file. An employee shall have the right to file an answer to any material submitted for inclusion in the employee’s file and such answer shall be attached to the file copy.

6. If no other discipline has been received, notices of discipline shall be removed twelve (12) months after issuance.

**ARTICLE 6 LAYOFFS**

1. The Employer shall notify the Guild in writing at least ninety (90) days prior to any proposed layoff to reduce the force, specifying the job title and number of employees. During the first two-weeks of that notice period, the Employer will meet with Guild representatives and provide the economic justification for the layoff. Loss of project-specific grant funding shall be cause for economic justification. The Employer and Guild will discuss possible alternatives to a reduction in force.

b) Layoffs shall be made in the inverse order of seniority in the classification by department. An employee who could be trained within forty-five (45) days to do the job of a less senior employee in the same department shall be moved into that position and the less senior employee laid off. Further, an employee who is notified of layoff and who has held a previous position in a different department, may bump a less senior employee in that position. Employees notified for layoff also may fill any vacant bargaining unit position for which they meet the minimum job qualifications or could be trained within forty-five (45) calendar days to carry out the position duties. An employee promoted or transferred under this Article shall have a trial period of ninety (90) calendar days which may be extended by agreement with the Guild. The Employer’s evaluation of the employee shall be discussed with the employee at least forty-five (45) calendar days before the end of the trial period.

c) Employees shall be placed upon a rehiring list for two (2) years. The Employer, before filling a vacancy for which a laid-off employee is qualified, shall notify the laid-off employee(s) by mail and/or email at the employee’s last known address. If within ten (10) working days of the date of said letter an employee to whom such notice has been sent has not answered or has not accepted reemployment for which such employee is eligible, the employee’s name shall be removed from the rehiring list and the employee need not be any longer considered for re-employment. In the event of a reply by any or all such employees on the list so notified, the Employer shall fill said vacancy from among those so replying who request such re-employment in the order of their seniority in the classification or classifications within which the vacancy occurs. In the event the vacancy cannot be filled by an employee or employees on the rehiring list, the Employer may fill the vacancy with a new employee or employees. Time spent on a rehiring list shall not constitute breaks in service, but will not be counted as service time in accruing vacation, sick leave, holidays, and other leave time and need not be counted as service time in computing severance pay.
d) Seniority shall be based on an employee's continuous service with National Jobs with Justice or American Rights at Work in a bargaining unit position. Temporary absences due to illness or approved leave will not break seniority. An employee promoted or transferred outside of the Guild’s jurisdiction and who remains continuously employed by the Employer and later returns to the Guild bargaining unit shall retain the employee's seniority at time of promotion or transfer.

e) A laid-off employee shall receive health insurance at the Employer's expense for six (6) months, or until the employee receives health insurance from a new employer, partner or spouse, whichever comes first. An employee who receives healthcare as described above has an obligation to report that to JWJ as soon as the coverage begins.

f) An employee rehired under this article into the grade previously held shall be paid the salary he/she received at the time of layoff, plus any increase he/she would have received had they not be laid off. An employee rehired into a higher grade shall be paid at the bottom step of that grade. An employee rehired into a lower grade shall be paid at the top step of that grade.

g) Severance shall be paid as follows:

- 6 to 12 months service – 4 weeks of salary
- 12 to 24 months service – 8 weeks salary
- 24 to 48 months service - 12 weeks salary
- 48 months or more service – 16 weeks salary

2. There will be no layoffs when a consultant or temporary employee is performing work that a Guild-covered employee subject to a layoff could perform or could be trained to perform within forty-five (45) days.

3. JWJEF will attempt to assist laid-off employees in finding other employment.

4. Severance benefits are not available for the SLAP coordinator position, except if the person is laid off prior to the end of the agreed-to term or if the term is extended and the person is subsequently laid off. JWJ shall notify the Guild in writing of the initial term and any extensions.

**ARTICLE 7 GRIEVANCE AND ARBITRATION PROCEDURE**

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

3. Any matter involving the interpretation, application, administration or alleged violation of this Agreement (except renewal of this Agreement), including a question of whether or not a matter is arbitrable, not satisfactorily settled by step one may be submitted to final and binding arbitration by either party within (15) working days of the Step One response. If the parties cannot agree on the impartial arbitrator, then the Federal Mediation and Conciliation Service (FMCS) will be requested to designate a panel of arbitrators, and the arbitrator shall be selected by the parties alternately striking names from the list until one name remains and that person shall be the arbitrator. All joint costs of such arbitration (for example, any FMCS fees, the fees and expenses of the arbitrator, hearing room costs) shall be borne equally by the parties, except that no party shall be obligated to pay any part of the cost of a stenographic transcript without express consent. Each party shall bear the expenses it incurs solely on its own behalf (for example, witness expenses – excluding JWJ employees who are witnesses -- attorneys fees). Failure to file a grievance in a timely fashion in one instance shall not preclude filing on a similar issue which occurs subsequently.

4. The term “grievant” shall be considered to include: any individual Guild member, a group of Guild members or the Guild.

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

**ARTICLE 8 SICK LEAVE**

1. Employees will earn one (1) day per month of sick leave, to be used for the illness of the employee or his or her dependent, or during a serious health condition, for a sick parent, spouse or domestic partner for whom the employee is a primary care giver. Part-time employees earn sick leave at the appropriate proportion of the full-time rate.

2. Sick Leave, up to sixty (60) days, may be accumulated from year to year. Upon termination of employment employees will not be paid for earned but unused sick leave.

3. When a staff member is sick, he or she should arrange to notify the office early on each day of absence (unless other arrangements have been made). Sick leave may be used only for a staff member’s illness or medical appointments, or for attending to the health of a family member. An employee may ask to take leave without pay after all accrued sick leave is used. This request for additional unpaid sick leave must be approved by the employee’s supervisor and will not be unreasonably denied.

4. A Sick Leave Bank will be a depository of sick days voluntarily donated by bargaining unit members from their individual accruals. The Sick Leave Bank may be used by participants who have completed their probationary period in the event of a serious illness or injury that results in their long-term absence from employment. The maximum number of leave days in the Sick Leave Bank at any one time will be sixty (60) days.

5. Physical inability to work due to pregnancy or childbirth will be considered to be the same as inability to work due to sickness.
6. The employer may require a doctor's note for any sick leave absence of more than five (5) consecutive days.

ARTICLE 9 VACATION

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

   Employed for:
   
   Years 1: 15 days per year (1.25 day/month)
   Years 2 and 3: 20 days per year (1.66 days/month)
   Years 4, 5, 6: 25 days per year (2.08 days/month)
   Years 7+: 30 days per year (2.5 days/month)

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

2. Scheduling of a vacation is at the employee's written request with the approval of their direct supervisor. Use of vacation time of a week or more should be scheduled in writing with the employee's direct supervisor at least one (1) month in advance. Employees are encouraged to give as much notice as possible.

3. It is the policy of the Employer for employees to take vacation in the year it is earned. Employees may carry up to seventeen (17) days of vacation time into the next vacation year. Employees will give notice to their direct supervisor that they are carrying over vacation days into the next vacation year no later than December 15. Employees are strongly encouraged to take vacations each year.

4. Upon termination of employment, employees will be paid for all accrued but unused vacation time. Employees may borrow against future leave. An employee is responsible for compensating Jobs with Justice for any vacation time used but not accrued at the termination of their employment.

5. Cumulative time worked full-time at Jobs With Justice Education Fund or at a JWL local coalition or American Rights at Work shall be included for calculating vacation.
ARTICLE 10 HOLIDAYS

1. All employees are entitled to the following holidays:
   - Martin Luther King Day
   - Inauguration Day
   - Presidents’ Day
   - Memorial Day
   - Independence Day
   - Labor Day
   - Indigenous People’s Day
   - Veterans’ Day
   - Thanksgiving Day
   - Friday after Thanksgiving

Employees may in consultation with their supervisor substitute days for different holidays or religious observances. Employees required to work on any of the above days should consult with their supervisor to schedule a substitute day off.

2. Christmas Eve through New Year’s Day –

   2016: The office will close at the end of day on Thursday, December 22, 2016 and the office will reopen on the morning of Tuesday, January 3, 2017.

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

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

ARTICLE 11 LEAVES

1. Bereavement Leave: Employees shall be allowed four (4) days’ compassionate leave, or more with approval of the supervisor, without loss of pay, in the event of death of a loved one.

2. Parental Leave: Employees are entitled to time off in connection with the birth or adoption of a child. After one (1) year of employment, employees are entitled to 12 weeks of paid leave, and an additional 12 weeks of unpaid leave. The employee may use her/ his accrued vacation for the unpaid leave for up to 6 weeks. Employees with less than one year of employment are entitled to up to 12 weeks of unpaid leave. Leave does not have to be consecutive. An employee should notify his/her supervisor as soon as practicable of his/her plans for using leave in this section. Upon returning to work, the employee is entitled to her/ his same position, with no loss of seniority. The employee will continue to receive all benefits while on parental leave.
3. Employees shall be permitted up to three (3) days of leave with pay per year for parent teacher conferences, unscheduled school closings or authorized community service activities. If an employee's need for leave is foreseeable, the employee shall provide the employer with reasonable prior notice of the requested leave.

4. Employees who are eligible voters shall receive sufficient time off, not to exceed two (2) hours, to vote on Election Day. Employees on out-of-town assignments shall utilize absentee ballots.

5. Sabbaticals: Employees will be entitled to an eight week paid sabbatical after each 5 years of employment with Jobs with Justice and/or American Rights at Work. Sabbatical time will not reduce paid vacation time to which an employee is entitled. Sabbatical time does not accrue after every five year period. Sabbaticals must be scheduled with the employee's direct supervisor at least six months in advance. In the event of multiple requests, it is the policy of the Employer to stagger sabbaticals by seniority to ensure adequate staffing levels. The employee completing a sabbatical must continue his/her employment with JWJEF for one (1) year upon completion of the sabbatical. Should the employee leave JWJEF voluntarily before one year is complete, the employee shall forfeit the equivalent of one (1) week's pay for each two (2) months short of one (1) year. (For example, an employee leaving after six months would forfeit three (3) weeks pay).

6. Guild Leave: In the event an employee is elected or appointed to any office or position in The Newspaper Guild or Communications Workers of America or a local of The Newspaper Guild or Communications Workers of America, this shall be considered good and sufficient cause for an unpaid leave of absence and the leave shall be granted. An employee who is elected or appointed to any other labor position or a government position, may be granted an unpaid leave of absence by the Employer. Employees on Guild leave shall not accrue vacation or sick leave and are responsible for their health insurance.

7. Military Leave: Employees inducted into the Armed Services of the United States, or recalled to active duty with the Armed Services, shall accumulate seniority and retain all other rights under this Agreement while in such service, and on return from such service may claim their original job, or if that job no longer exists, a comparable job with a salary no less than what they would have received had their service with the Employer been continuous, provided that they apply for reinstatement within 90 days after release from the Armed Services. Employees on Military Leave shall not accrue vacation or sick leave and are responsible for their health insurance.

8. The Family and Medical Leave Act and the Americans with Disabilities Act shall apply to the employees of JWJEF. For the purposes of this section, a domestic partner shall be treated the same as a spouse.

9. Jury/court duty
   a. An employee called for jury duty will be allowed the necessary time off to render such civic service.
   b. The employee will be paid his or her regular wages for periods of jury duty coinciding with the employee's regularly scheduled work hours.
   c. During the course of jury duty, the employee will report for work on any day, or portion thereof, when the services of the employee are not required in court. unless the jury is sequestered, we expect employees to cover reasonable work responsibilities remotely during jury duty breaks as agreed upon with their supervisor.

10. Authorized leave under this Article shall not constitute a break in continuity of service and shall be considered as service time for all rights under this Agreement except as noted in this Article.
ARTICLE 12 PROFESSIONAL AND PERSONAL DEVELOPMENT

1. When an employee is required by the Employer to take further education, the Employer will pay the cost of such education.
2. JWIEF’s will contribute up to $1,000 per calendar year per employee participating in professional development educational training programs, conferences, or seminars related to work performed by the employee. An employee’s request for a professional development program exceeding their $1,000 allotment may be approved by their supervisor if funds are available.
3. The Guild will be given one (1) month’s notice of intent to introduce new or modified equipment or software that affect employees’ jobs. Affected employees will be given adequate training at the expense and on the time of the Employer.

ARTICLE 13 WAGES

1. Effective contract signing the starting salary ranges shall be as shown below.
2. Should the Employer create a new job category or new position within the Guild’s jurisdiction, the Employer shall notify the Guild and the parties shall negotiate the compensation. If agreement cannot be reached, the controversy shall be submitted to final and binding arbitration under the procedure set forth in Article 7 (Grievance and Arbitration).
3. Each Employee with five (5) years or more seniority shall receive a longevity increase of $1,500.00 added to their base pay. Each Employee with five years seniority intervals thereafter (10 years, 15 years and 20 years) shall receive an additional $1,500.00 added to their base pay. Seniority includes time worked at Jobs with Justice, a JWJ affiliate or American Rights at Work or JWJ.
4. Non-probationary employees on staff as of January 1, 2016, shall have their salaries increased by three percent (3%) plus $195.15 retroactive to January 1, 2016. Employees on new-hire probation as of January 1, 2016, shall have their salaries increased by three percent (3%) plus $195.15 on the day they pass probation.
5. Starting Salary Ranges:
6. Band A (Senior Organizer, Senior Communications Strategist, Field and Campaign Organizers)
   $66,579.27 to $76,558.15

Band B (Manager, Analyst, Associate, Office Manager, Senior Policy Analyst)
   $55,870.67 to $65,817.74

Band C (Assistant, Organizing Assistant, Development Assistant, Media Specialist, Executive Coordinator, Slap Coordinator)
   $48,923.77 to $57,911.74
ARTICLE 14 HOURS AND OVERTIME

1. The standard workweek for FLSA nonexempt employees shall be five (5) days. The standard workday shall be seven and one half hours (7.5) hours exclusive of a meal break.

2. Authorized work performed by nonexempt employees in excess of 37.5 hours in any one week or on Saturday, Sunday, or holidays shall be paid at the overtime rates as herein set forth.
   a. When a nonexempt employee is required to work overtime (other than holidays), the overtime shall be compensated for at one and one half times the employee’s straight time hourly rate of pay. An employee required to work on the sixth day, Sunday or holiday shall be guaranteed a minimum of four hours’ overtime pay. All authorized work performed on holidays shall be compensated for at one and one-half times the employee’s regular straight-time rate of pay in addition to his or her holiday pay.

3. FLSA exempt employees whose assignments require them to work on a weekend. Such employees assigned to work on a weekend will accrue one (1) day of compensatory leave for each weekend day worked, the time to be used -- in consultation with the supervisor -- Employees are encouraged to use the compensatory time off within ten (10) business days of accrual and it shall be taken within ninety (90) business days of accrual with appropriate notice and advance approval of the employee’s supervisor. Approval shall not be unreasonably denied.

4. It is understood that exempt employees, will from time to time, work long hours and shall be permitted to adjust their schedules. In consultation with her/his supervisor an employee may adjust their schedule to accommodate their home work balance.

5. The Employer and the Guild recognize the value, desirability, and need for alternative work schedules and arrangements — including, but not limited to, telecommuting, flex hours — either on a regular or ad hoc basis. Requests for such schedules or arrangements shall be granted unless it is operationally unworkable. Requests for alternative work schedules and arrangements should be made in writing and accompanied by a detailed plan for how to make the arrangements operational for business. Denials shall be in writing, citing the specific business operational reason(s) which make the proposal unworkable. Such existing alternative work schedules and arrangements will be maintained, subject to the Employer’s operational needs. Alternative work schedules and arrangements will be evaluated at the end of the initial 30 days. Alternative work arrangements may be discontinued, with at least fourteen (14) days notice, due to unforeseen circumstances or problems that make the plan unworkable.

6. It is the policy of the Employer to follow the guidelines set by the federal government with respect to closing, reporting, and departure times in the event of inclement weather or other health and safety emergency.

ARTICLE 15 FILLING OF VACANCIES

1. The Guild shall be notified of all vacancies covered by this Agreement. The term "vacancy" includes an opening in an existing position under this Agreement or an opening resulting from the creation of a new position under this Agreement. The Employer recognizes the
importance of seniority and desirability of filling vacancies by promotion or transfer. Current employees within the unit who bid on and meet the minimum posted qualifications of the vacancy shall be given primary consideration and shall be placed in the position unless an outside candidate is demonstrably more qualified or is equally qualified and meets affirmative action goals. If the selection is between two qualified employees, the senior shall be placed in the vacancy.

2. Within fifteen (15) working days of a position’s becoming vacant, the Employer either will post the position to be filled consistent with the provisions of this Article or will notify the Guild of the Employer’s intentions as to the filling, leaving vacant, abolishment, or reclassification of the vacant position, in which event the Employer will meet with the Guild on request to discuss.

3. When the Employer decides to fill a vacancy, the Employer shall post the opening via email for five (5) working days prior to advertising to non-employees. JWJE recognizes the desirability of including bargaining unit members in search processes when practical.

4. On promotion to another bargaining unit position, a bargaining unit employee shall have her/his salary increased to the minimum of the new position, or by four (4) percent, or to a level negotiated by the parties, whichever is greater...

5. (a) An employee promoted or transferred under this Article shall have a trial period of ninety (90) calendar days which may be extended by agreement with the Guild.

(b) The Employer’s evaluation of the employee shall be discussed with the employee at least forty-five (45) days before the end of the trial period.

(c) During the first twenty-five (25) calendar days of the trial period, the employee may elect to return to the position from which promoted or transferred without penalty or prejudice, unless the position has been filled.

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

(e) If an employee returns to the position from which promoted or transferred, under Subsections (c) or (d) above, the employee shall receive the salary that he or she would have received had the employee not been promoted or transferred. The period of service in the other position shall be counted for all purposes as service in the employee’s previous position. If placed in a comparable position, under Subsection (d) above, the employee shall suffer no reduction in pay and will receive future increases as if retained in his or her previous position.
ARTICLE 16 HEALTH INSURANCE

1. Full-time employees and their dependents shall be fully covered by the group medical, dental, and life insurance plans. JWJEF shall maintain health and dental insurance plans substantially equal or superior to the plans in effect as of January 1, 2016 for the term of this contract. New employee enrollment in the plan shall be completed as soon as practicable.

2. The employer will pay monthly premiums for all full-time employees. For permanent part-time employees, insurance premiums shall be paid in a percentage equivalent to the employee’s percentage of full-time employment.

3. JWJEF will establish administrative procedures to make COBRA benefits available.

4. The employer shall provide full family coverage for domestic partners or spouses and dependent children. To qualify for domestic partner benefits, employees must fill out the Declaration of Domestic Partnership form provided by the insurance company.

5. The Employer shall provide a health care pretax Flex Spending Account for all bargaining unit employees.

ARTICLE 17 RETIREMENT BENEFITS

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

a. Employees shall become eligible to enroll in the SSTP upon employment

b. After six months of employment, the employer shall pay into the SSTP on the employee’s behalf five (5) percent of the employee’s gross annual salary. Thereafter, the employer shall make a monthly payment into the SSTP on the employee’s behalf.

Employees are immediately vested.

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

ARTICLE 18 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT

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

ARTICLE 19 LIFE INSURANCE/DISABILITY INSURANCE

1. JWJEF will maintain and provide Life Insurance to all regular salaried employees at the levels as of 10/1/12.

2. JWJEF shall maintain the Short Term Disability insurance in place as of October 1, 2012 to provide payment at a rate of 60% of the employee’s weekly salary up to a maximum of $500/week for up to 13 weeks.

3. JWJEF shall maintain the Long-Term Disability insurance plan in place as of October 1, 2012 with a payment at a rate of 60% of the employee’s monthly salary up to a maximum of $4000/month.
ARTICLE 20 EXPENSES AND TRANSPORTATION

1. JWJEF shall pay all legitimate work related expenses incurred by an employee in the service of the JWJEF. Staff must consult with their supervisor if their expenses exceed their budget.

2. a. Employees shall receive the GSA M&IE Per diem or they will turn in receipts for expenses incurred for out-of-town travel and receive a reimbursement.

   b. The actual cost of hotel or motel accommodations for each overnight stay also will be reimbursed.

3. Mileage shall be reimbursed at the current IRS business use rate.

4. All reimbursements shall be requested no later than two (2) months after expenses are incurred. At the end of each fiscal year (calendar year), reimbursements are due no later than January 15. Reimbursements submitted past these deadlines are not eligible to be paid.

5. Upon request, employees shall be provided with travel advances based on a good-faith estimate of costs.

ARTICLE 21 JOINT LABOR MANAGEMENT COMMITTEE

A joint labor-management committee is established. The committee shall have two (2) representatives chosen by the JWJEF and two (2) representatives selected by the Guild. The JWJEF and the Guild may mutually agree to additional representatives to serve on the committee. The committee will meet quarterly or by mutual agreement at a different frequency. The labor-management committee will seek to identify and resolve issues of mutual concern to the JWJEF and the Guild, as well as the employees the latter represents, including the use of consultants, job descriptions, creation of job evaluations, creation of new positions and workload. The labor-management committee further will be used to facilitate attaining the goals of the JWJEF, and enable employees to be more effective and productive in accomplishing the JWJEF’s mission. The committee may take up non-grievance issues that affect the relations of an employee and the JWJEF, and by mutual agreement may consider matters that are subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 22 NO DISCRIMINATION

It is agreed that the parties to this Agreement will not discriminate against any employee because of age, sex, race, creed, color, sexual orientation or preference, national origin, religious beliefs, disability, gender identity or expression, marital status, genetic information, personal appearance, familial status, family responsibilities, matriculation, political affiliation, source of income, status as a victim of an intrafamily offense, or place of residence. It is further agreed that there shall be no discrimination against an employee for his or her legal Guild activities. Sexual harassment will be considered discrimination under this article.
ARTICLE 23 RESPECT AND DIGNITY

1. The parties acknowledge the following fundamental understandings:
   a) The Employer and the Guild agree to cooperate with one another in efforts to assure
      efficient operations, to serve the needs of JWJEF, and to meet the highest standards in
      such service.
   b) The Employer and the Guild agree that it is their mutual aim to act at all times in such a
      manner as to treat all employees of JWJEF with respect and dignity.
   c) The Employer agrees to work closely with the Guild, through the Guild unit officers and
      the labor-management committee to explore all reasonable means to help employees
      improve their performance and to enjoy success on the job.

2. It is the intent of the parties, as is reasonably practical, to include employees in discussion of
   JWJEF work plans and goals.

3. Each employee's work assignments or directives shall be consistent with the intent of the
   preceding statements.

ARTICLE 24 TRANSFERS

1. Except in cases of a reduction in force, transfers from one city to another shall be by mutual
   consent.

2. In the event of a reduction in force requiring the transfer of employees, transfers first shall
   be offered to the most senior employees. If no employee accepts a transfer, then the least
   senior employee shall be transferred.

3. All expenses related to a transfer shall be paid by JWJEF, except in cases where the move is
   requested by the employee.

ARTICLE 25 MISCELLANEOUS

1. Bulletin Boards - The Employer agrees to provide bulletin boards for the use of the Guild.

2. Outside Activities - Employees shall be free to engage in activities outside of normal working
   hours provided that such outside activity is not a conflict of interest for the employee or the
   employer.

3. Job Descriptions - The Employer will develop written job descriptions for any new
   positions within ninety (90) calendar days. The job descriptions will be reviewed with the
   Guild, through the Labor Management committee, prior to completion.

4. During the term of this Agreement, claims regarding inaccurate job descriptions shall be
   resolved as set forth below. Such claims arise when significantly different duties accrue
   to the position and/or workload increases substantially for an extended period of time, or
   other actions raise an issue of inaccurate job description by the employee.
   a. The employee shall meet with her or his immediate supervisor to discuss the matter.
      The employee may choose to be represented by the Guild during such discussion.
   b. If not resolved in the preceding step, the employee and a Guild representative shall
      meet and present the matter to the Labor Management Committee. Adjustment in
      compensation shall be considered an appropriate remedy.

5. No annual performance evaluation will be conducted unless a written job description
   pursuant to section 1 of this Article exists.
6. Evaluations will be conducted using evaluation forms developed by the Labor Management Committee. Each unit member shall be informed in writing at the start of the evaluation year of the standards upon which she or he will be evaluated. The supervisor will meet with the employee at least two (2) times during the evaluation year to review work plans, measure progress towards goals set in annual evaluations, and identify resources or support needed to accomplish said goals. Supervisor ratings below satisfactory in any standard will be accompanied by documentation. Nothing in the evaluation process shall be used as a basis for discipline.

ARTICLE 26 CONTROLS SAVINGS CLAUSE
If government controls are instituted affecting this contract, the Employer will implement this contract to the fullest extent possible under such regulations, including diversion of any disallowed economic provisions to other allowed benefits.

ARTICLE 27 SUCCESSORS AND ASSIGNS
This Agreement shall be binding upon the parties hereto, and shall be binding upon any successors or assigns by merger, consolidation, or otherwise, of either party.

ARTICLE 28 MANAGEMENT RIGHTS
The Guild recognizes and agrees that, subject to the express provisions of this agreement, the supervision, management, control of JWJ, business, operations, working forces and offices are vested in the management of JWJ.

ARTICLE 29 RESIGNATION
Employees are requested to give a minimum of four (4) weeks' notice of their intention to resign.
ARTICLE 30 DURATION AND RENEWAL

This Agreement will take effect as of January 1, 2016 and remain in effect until December 31, 2016. Within ninety (90) days prior to the expiration date of this Agreement, the Employer or the Guild may initiate negotiations for a new Agreement to take effect January 1, 2017. The terms and conditions of this Agreement shall remain in effect during such negotiations. If negotiations do not result in a new Agreement before January 1, 2017 the new Agreement shall be made retroactive to January 1, 2017.

For Jobs with Justice  For Washington-Baltimore News Guild

Scarlet Jimenez  Michael Wasser

Amy Smoucha  Paul A. Reilly