

Collective Bargaining Agreement

Between

Alliance for Justice/Alliance for Justice
Action Campaign

And

Washington-Baltimore News Guild,
TNG-CWA Local 32035

Effective January 1, 2021 to December 31, 2024

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Article 1. Recognition/Coverage

Section 1. Recognition

Alliance for Justice and the Alliance for Justice Action Campaign (“AFJ/AFJAC,” “Employer,” “the organization”) hereby recognizes the Washington-Baltimore News Guild, CWA Local 32035 (“Guild,” “the Union”) as the exclusive representative of all employees in the bargaining unit hereinafter defined for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment.

Section 2. Bargaining Unit

The bargaining unit shall consist of: All AFJ/AFJAC employees, regardless of geographic location or worksite, who are regularly scheduled to work twenty (20) hours or more per week and interns employed for 6 months or more, excluding supervisory, managerial and confidential employees as defined in the National Labor Relations Act (NLRA), and shall also exclude positions deemed to be beyond the scope of the Agreement either by previously-reached mutual consent of AFJ/AFJAC and the Guild or which AFJ/AFJAC and the Guild reach mutual agreement to exclude in the future. If AFJ/AFJAC creates a new position that the Guild believes should be in the bargaining unit, AFJ/AFJAC will meet with the Guild concerning inclusion of the position in the unit.

Section 3. Employees

The term “employees” as used in this Agreement shall mean employees in the Guild bargaining unit.

Article 2. Union Security and Dues Deductions

Section 1. Union Members in Good Standing

It shall be a condition of employment that all employees of AFJ/AFJAC in the bargaining unit referred to in Article 1 who are members of the Guild in good standing on the effective date of this Agreement shall remain members in good standing. All new employees in the bargaining unit shall no later than the thirtieth (30th) day following their first date of work become and remain members in good standing in the Guild or pay agency fees equal in amount to membership dues. The provisions of this Article (including any reference to Guild membership in good standing) shall be interpreted, implemented, and administered in accordance and consistent with applicable provisions of federal, District of Columbia, and state laws.

Notwithstanding the foregoing, this provision will not apply to any bargaining unit member that works in a state where it is prohibited by law. In any circumstances, management will remain neutral in an employee's decision to join the Guild and will not campaign or solicit employees to either join or leave the union.

Section 2. Dues

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

The dues deduction assignment shall be made upon the following form:

ASSIGNMENT and AUTHORIZATION TO DEDUCT GUILD MEMBERSHIP DUES

I hereby assign to the Washington-Baltimore News Guild, CWA Local 32035, and authorize the Employer to deduct, per pay period, 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 the Employer to remit the amount deducted to the Guild 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 me 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 the Employer and the Guild, whichever period shall be shorter, unless written notice of its revocation is given by me to the Employer 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 the Employer and the Guild, whichever occurs sooner. Such notice of revocation shall become effective for the calendar month following the calendar month in which the Employer 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. This assignment and authorization supersede all previous assignments and authorizations heretofore given by me in relation to Guild initiation fees, dues and assessments.

Employee's signature

Date

Section 3. Payroll Deductions for COPE

AFJ/AFJAC shall provide for payroll deductions for COPE (Committee on Political Education) on behalf of employees who request and authorize such deductions in writing.

Section 4. Indemnity

The Guild hereby agrees to indemnify AFJ/AFJAC and hold it harmless from all claims, damages, costs, fees, or charges of any kind which may arise out of AFJ/AFJAC's implementation and compliance of this Article.

Article 3. Information Furnished to Employees, Guild, and AFJ/AFJAC

Section 1. Annual Information

AFJ/AFJAC will furnish the Guild annually the following information in connection with employees represented by the Guild:

1. Name
2. Start date
3. Classification (for example, full-time, part-time, fellow)
4. Title
5. Category
6. Job description
7. Rate of pay, whether hourly or salary
8. Work location
9. Home address

Section 2. Monthly Information

AFJ/AFJAC shall notify the Guild within thirty (30) days, if applicable, in writing or electronically of:

1. Changes in job title for employees, changes in category, salary changes by reason thereof, and effective date, and changes of supervisor for employees.
2. Resignations, retirements, deaths, promotion, and/or transfers out of the bargaining unit of employees, and respective dates.
3. Names of interns placed at AFJ/AFJAC for more than nine (9) months, along with department, and educational or training purpose.
4. Names of employees whose probation will end in the next month. This section will take effect the first of the month that falls two (2) weeks after the signing of this contract.
5. The information set forth in Article 3, Section 1 of any employees who accepts an offer of employment in a bargaining unit position.

Section 3. New Hire Orientation

Within the first two weeks of employment for each new employee, AFJ/AFJAC shall provide an hour for union orientation to take place on work time and property, or remotely if the office is not open for such meetings.

Section 4. Notification of Changes

The Guild will notify AFJ/AFJAC in writing of any changes in its roster of Officers, Representatives, and Stewards, including any alternates, as soon as practicable after such changes are made, but no later than thirty (30) days after such changes are made.

Section 5. Personnel Files

AFJ/AFJAC will furnish to an employee and to the Guild a copy of any disciplinary action taken against that employee. An employee has the right to inspect and receive copies of their own personnel file upon request to AFJ/AFJAC. Any employee may also authorize and delegate the Guild to inspect and receive copies of their personnel file.

AFJ/AFJAC shall provide notice and copies of documents added to an employee's personnel file.

Employees shall have a right to rebut any document placed in their personnel file. AFJ/AFJAC and the Guild agree that all negative records will have no effect after three (3) years without an additional related disciplinary incident. AFJ/AFJAC is prohibited from sharing content with anyone outside the organization from a personnel file for an employee, except as required by law, in response to a subpoena or a request by a governmental agency, or by consent of that employee.

Article 4. Management Rights

Management shall have the sole and exclusive right to establish AFJ/AFJAC's mission, goals, and programs and operations of AFJ/AFJAC; to manage the organization and direct employees within and outside of the bargaining unit, including the right to maintain discipline and efficiency; to decide questions pertaining to its mission, goals, programs, and business; the right to hire; and the right to suspend, discipline or discharge employees for just cause; and it shall retain all statutory rights, privileges, and prerogatives held by management, except to the extent they are clearly and unequivocally waived or limited in this Agreement.

Management rights include the right to determine the type of work to be done, the location of work, the method and process of rendering services, and the right to establish work quality standards. Management further has the right to establish new jobs, titles and positions and change the content, duties and expectations of existing jobs, titles and positions.

AFJ/AFJAC and the Guild recognize and expressly agree that all of AFJ's/AFJAC's policies, as amended from time to time, that do not expressly conflict with the terms and conditions set forth in this Agreement shall apply to all employees.

The parties agree that this Article does not waive the Guild's rights to bargain under the NLRA.

Article 5. Union Association Rights & Release Time for Union Responsibilities

Section 1. Union Meetings

Subject to availability and upon reasonable request by the Guild, AFJ/AFJAC shall provide space on its premises and use of its communications technology for meetings of bargaining unit employees at mutually agreeable times. Employees shall be excused with pay for one (1) hour each month to attend Union-called meetings.

Section 2. Bargaining Unit Employee-Representatives Conducting Union Business

Upon advance request by the Guild, employees designated as Union representatives shall be granted time off from their work, without loss of pay, for a maximum of up to two (2) hours per month (excluding time necessary to attend a grievance or arbitration) to conduct necessary Union business administering the contract. This time must be accurately reported to AFJ/AFJAC by the Union representatives and will not constitute hours worked for the purposes of calculating overtime. Management and the Guild shall make good faith efforts to ensure work needs and necessary union business do not conflict. No more than three (3) employees shall be entitled to Union business leave pursuant to this section at any one time. The Guild shall notify AFJ/AFJAC in writing of employees designated under this section.

Section 3. Participation in Union Negotiating Committee

Up to a maximum of four (4) employees designated as Guild representatives or designated alternates will be permitted to be excused from their work, without loss of pay, to participate during working hours in the Guild's contract negotiating committee, including bargaining and caucus sessions and consultations with unit members and preparation for both for the duration of contract negotiations. This time must be accurately reported to AFJ/AFJAC by the Union representatives and will not constitute hours worked for the purposes of calculating overtime. Negotiating leave available under this section shall be in addition to the Guild business leave available under Section 2 above. Management and the Guild shall make good faith efforts to ensure work needs and union negotiation committee related business do not conflict. The Guild shall notify AFJ/AFJAC in writing of the members of the committee before the commencement of bargaining.

Section 4. Additional Release Time

The foregoing provisions in Sections 1, 2, and 3 do not preclude the parties from agreeing to additional release time on a case-by-case basis.

Article 6. Non-discrimination

Section 1. Union Activities

AFJ/AFJAC and the Union will not discriminate against any employee due to Union activities or affiliation.

Section 2. Non-discrimination and Non-retaliation

AFJ/AFJAC shall not unlawfully discriminate against any employee or prospective employee due to actual or perceived race; color; creed; sex; age (18 and over); sexual orientation; national origin; religion; political affiliation; marital or partnership status; familial status; gender, including pregnancy, childbirth, breastfeeding, reproductive health decisions, or related medical conditions; gender identity; gender expression; military or veteran status; medical condition or history, including cancer and AIDS/HIV; genetic information including predisposition or carrier status and that of family members; disability (mental or physical); physical characteristics or personal appearance, including height, weight, and hair (including hair texture or hairstyle if that style or texture are commonly associated with a particular race or national origin); ethnicity; ancestry; status as a survivor or family member of a survivor of domestic violence, sexual assault, or stalking; or on any basis prohibited by federal or state statute.

AFJ/AFJAC shall not unlawfully discriminate against any employee or prospective employee due to actual or perceived arrest or criminal record. AFJ/AFJAC will not ask applicants about any arrests that did not lead to convictions. AFJ/AFJAC will not ask job applicants about their conviction record at the application or interview stage. After the employer has extended a conditional offer to the applicant, the employer may choose to run a background check and ask questions about the applicant's criminal conviction history.

In addition, the employer will not rescind a job offer without an individualized assessment and a legitimate business reason. The employer must consider all of the following factors: the direct relationship between the applicant's alleged offense and the job the applicant is applying for; the time that has passed since the alleged offense; the seriousness of the offense and the applicant's age at the time; any evidence of inaccuracy, evidence of rehabilitation, or other mitigating factors; and any other information the applicant brings them. The employer must give the applicant an opportunity to provide information that supports the applicant's suitability for the job

Examples of discriminatory behavior include, but are not limited to, excluding, ignoring, sidelining, or belittling staff during meetings, discussions, or decision-making in the course of work, on the basis of a protected characteristic or activity.

AFJ/AFJAC shall not unlawfully retaliate against an individual who has made a good-faith complaint about a violation of these nondiscrimination policies or has cooperated in good-faith

with an investigation into a complaint of violation of these policies. Employees who believe they have been harassed, discriminated against, or retaliated against, in violation of the above stated policies, should promptly report the facts of the incident and the name of the person involved to the Human Resource Department and/or Union Representative.

Section 3. Immigrant Rights

Without limiting any provision in this contract, the Employer will not discriminate against refugees, individuals seeking or granted asylum, individuals with temporary visas, DACA recipients, or people with any other immigration status that allows for lawful work authorization. AFJ/AFJAC will not reject valid work authorization documents or ask for additional documents beyond what is required for work authorization verification. Upon reasonable request, AFJ/AFJAC will provide necessary documentation confirming employment or salary. Where practicable for eligible employees, AFJ/AFJAC will assist employees in obtaining necessary visa and work permits for living and working in the United States during their employment with AFJ/AFJAC.

Article 7. Grievance & Arbitration

Section 1. Grievant Definition

The term “grievant” shall be considered to include: any individual bargaining unit employee, a group of bargaining unit employees, or the Guild.

Section 2: Grievance Process

A “grievance” means, a dispute or controversy arising out of or involving the interpretation, application, administration or alleged violation of this Agreement. Working days under this article are defined as Monday through Friday.

The parties acknowledge that disputes may be resolved through discussion between an employee and the employee’s immediate supervisor. The parties may take steps in good faith to resolve grievances before engaging with the formal grievance procedure.

Step One: Grievances shall be filed in writing by a representative of the Guild with the Director of Administration within 15 working days after the occurrence, or within 15 working days after the grievance or Guild becomes aware of the occurrence or should have reasonably become aware of the occurrence. A grievance shall specify the name of the grievant(s), the action(s) complained of, the provision(s) of this Agreement that the Guild contends have been violated and the remedy sought.

The Employer agrees to meet with the Guild within 5 working days after Employer’s receipt of the written grievance, except that the 5 working days period may be extended by mutual agreement and no request will be unreasonably denied. AFJ/JACAFJAC shall respond in writing to the Guild steward within 10 working days of this meeting. Efforts to adjust grievances shall be made wherever possible during the normal workday and workweek.

Step Two: If the matter is not resolved to the satisfaction of the grievant at Step One, the Guild may move the matter to Step Two of the grievance procedure by notifying the Director of Administration in writing within 15 working days of AFJ/AFJAC’s response to Step One, or failure to respond in writing in accordance with the time limits set forth in Step One. The Employer agrees to meet with a Guild representative, a shop steward, and the grievant within 5 working days of receipt of the Guild’s appeal to Step Two. AFJ/AFJAC shall respond in writing within 10 working days of the Step Two meeting. If AFJ/AFJAC does not respond, or if the Guild contests the response, the Guild may move the matter to arbitration.

Section 3: Arbitration

Any grievance, including the question of whether or not a matter is arbitrable, that is not satisfactorily settled in Step Two above, may be submitted to final and binding arbitration by either party within 30 working days of the Step Two meeting. The Parties mutually recognize the importance of using this period to confer and attempt to amicably reach final resolution of the grievance and thus avoid arbitration.

If, on initiation of arbitration, the parties cannot agree on an impartial arbitrator, then the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA) will be requested to designate a panel of arbitrators who are members of the National Academy of Arbitrators. If a mutually agreeable arbitrator cannot be agreed upon based on the panel designated, 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. In any such arbitration, all joint costs of such arbitration (for example, any FMCS or AAA 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 AFJ/AFJAC employees who are witnesses – or attorney's fees).

Article 8. Hiring

Section 1. General Hiring Principles

Whenever AFJ/AFJAC intends to fill vacancies or hire additional employees in Bargaining Unit positions, the Employer will notify the Guild of such hiring plans. Management will seek input from the Bargaining Unit regarding advertising the position to foster diversity in the workforce, as well as the proposed compensation level and job description in the case of a newly established Bargaining Unit position. The Employer has the final determination as to qualifications for a position, compensation (consistent with minimums established by this Agreement), the appropriate Fair Labor Standards Act ("FLSA") classification of the position, and whether to fill or refrain from filling a position.

The Employer and the Guild are committed to non-discriminatory and diversity-promoting hiring practices and policies while also providing internal opportunities for Bargaining Unit employees. Toward that goal:

1. The Employer will continue to hire employees without regard to any protected characteristic listed in Article 6 or under applicable federal and state law.
2. The Employer will continue to seek a diverse pool of applicants and will use its best efforts to recruit women, persons of color, and members of other groups historically underrepresented in the professional fields that make up AFJ/AFJAC's work.
3. The Employer will notify all Bargaining Unit employees, by email or similar internal posting/distribution method, of any vacancy in an existing or newly created position no later than five (5) business days before the earliest date the position is advertised externally, and qualified internal applicants will be given priority in scheduling interviews.
4. AFJ/AFJAC will notify relevant department staff of the planned steps in the application and hiring process.

Section 2. Internal Applicants

AFJ/AFJAC shall notify all employees, by email or similar method, of any vacancy in an existing or newly created position it intends to fill for which existing employees are eligible to apply at least five (5) calendar days prior to the date of the external posting to apply for the vacancy. AFJ/AFJAC agrees to interview any qualified internal candidates that have applied for the position before a hiring decision is made.

Successful applicants should be chosen according to the qualifications laid out in the job description.

When in AFJ/AFJAC's judgment, the qualifications of an internal applicant and an outside applicant are equal, AFJ/AFJAC shall award the position to the internal applicant.

If an employee is not awarded a position, upon request, AFJ/AFJAC will meet with the employee and, at the employee's option, a representative of the Guild to discuss the reasons for non-selection.

For purposes of this section, newly created positions are those that are significantly and substantially different from existing positions. Changes to the roles of existing employees that may result in new job descriptions do not result in a "newly created position."

Section 3. Postings

A posting for unit positions will state that the position is in the unit and specify the salary category ("Group") for that position, as defined by Article 21. The posting can state the minimum salary for a position in that category, a salary that is higher than the minimum for that position, or a salary range that goes no lower than the minimum salary for a position in that category. It will also link to this agreement on wbng.org. The following is sample language that could be included in a position posting:

This is a union position covered under the terms of a collective bargaining agreement with the Washington-Baltimore News Guild, CWA Local 32035, which includes salary minimums based on job position category. This position is in Group X and has a salary minimum of \$X. The Collective Bargaining Agreement is available here [provide link].

Nothing in this contract shall limit AFJ/AFJAC's ability to offer salaries to new hires that are higher than the minimums laid out in Article 21.

Section 4. Unit Members Supervised by Vacant Positions

In the case that a newly created position (substantially different from an existing posting or position) or new vacancy would supervise unit members or work directly with their team or geographic region, the hiring manager or HR shall provide an opportunity for the unit members who would be supervised by the newly created position to participate in the hiring process, which would include one of the following as determined by AFJ/AFJAC:

1. An opportunity to interview the finalists for the position and provide feedback to management.
2. An opportunity to see the finalists' application materials, to write questions that management may relay in a final interview, and to then discuss the candidates' responses.
3. An opportunity to see the prospective hire's application materials and receive a description as to why the chosen candidate was hired.

The Employer will inform employees of who their new supervisor will be and when their employment will begin at least two weeks before the supervisor's start date.

Nothing in this Agreement prevents management from exercising its discretion to create new positions.

Section 5. Probationary Period

All new employees will be subject to a 90 calendar day probationary period beginning on the employee's first day of work, provided that the probationary period shall be extended for any period of time during which a new employee takes an approved leave of absence. At the discretion of AFJ/AFJAC, the probation period may be extended for an additional ninety (90) calendar days provided notice is furnished to the Guild prior to the end of the employee's initial 90 day period.

Article 9. Job Descriptions

Section 1: Initial Job Descriptions

AFJ/AFJAC will provide each employee, within one (1) week of the employee's start date, a job description of the duties and responsibilities which the employee is generally expected to perform, in a standardized organizational format which shall include the category designation for the role. A copy of the job description will be maintained in the employee's personnel file. The job description will be reviewed and, if applicable, updated annually or at the employee's reasonable request.

Section 2: Changes to Job Descriptions

For changes to job descriptions made after the initial hire, the employee will have the opportunity to share input regarding changes to their job description through their supervisor prior to AFJ/AFJAC's finalization of the revised description, but any changes will be subject to AFJ/AFJAC's discretion.

Section 3: Inaccurate Job Descriptions

Claims regarding materially inaccurate job descriptions shall be resolved through the following process: An employee shall meet with their immediate supervisor to discuss any materially inaccurate job descriptions. The employee may choose to have a Guild steward present at the discussion. After meeting with the employee, AFJ/AFJAC may elect, in its sole discretion and where appropriate, to make changes in the job description and/or the employee's compensation.

Section 4: Temporary Promotions

If a unit employee assumes a majority of the responsibilities of another position at AFJ/AFJAC while at the same time performing all of their own existing responsibilities, as those responsibilities are set forth in the applicable job descriptions for the respective positions, for more than 75 consecutive days, AFJ/AFJAC shall, upon the expiration of the 75 days, will either:

- Increase the unit employee's salary by either 15% or to the salary of the position whose responsibilities the unit employee has assumed — whichever is greater — until that position is filled by another person; or
- Cease requiring any unit employee to perform those responsibilities.

When a temporary vacancy ends, the unit employee who was temporarily promoted in accordance with the above paragraph shall be notified at the same time as the Guild. The unit employee shall be returned to their previous position and the former rate of pay.

This Section shall not apply when an employee assumes responsibilities of another position where the employee is on an approved leave of absence for 90 days or less.

Article 10. Supervision and Workload

Section 1. Supervision Meetings

Upon employee request, supervisors will make themselves reasonably available to meet at a mutually agreeable and pre-scheduled time. Upon mutual agreement by the employee and supervisor, meetings may take place more frequently as necessary.

Both employee and supervisor can propose and agree to agenda items in advance, with adjustments made through mutual agreement. Both parties should aim to give at least twenty-four (24) hours prior notice if a meeting is to be rescheduled, and the party who canceled the meeting should ensure an alternate mutually agreeable time. Employees who experience a pattern of meetings being canceled or rescheduled on short notice are encouraged to raise that directly with their supervisor, HR, their supervisor's supervisor, and/or the Union.

In addition, employees can request informal check-ins or coaching sessions with their supervisors at any time. AFJ/AFJAC also encourages employees to set up peer-to-peer coaching structures as well.

Section 2. Work Planning and Workload

Employees who believe that their job descriptions do not reflect the work they are doing, that their categories do not reflect their job descriptions, or that their work plans are not current, should request to discuss with their supervisors or HR, and may do so any time throughout the year. The employee may invite a shop steward to join a meeting to review if they so choose. If a shop steward is requested but not available, the meeting will be postponed until a shop steward can be present.

Supervision meetings may be regularly used to discuss progress on work plans and workload, and in particular, employees are encouraged to use a check-in meeting during the second and fourth quarters of every year for such discussion.

If an employee's work plan or workload is directly impacted by a vacancy of a member of their team and the vacancy is more than thirty (30) business days, the department director will ensure that there is a vacancy plan that addresses the distribution of the work of the vacated position, incorporating impacted employees' input. In cases where that plan requires adjustment of an employee's work plan or responsibility, those adjustments will be explicitly addressed with the employee.

While the supervisor should be an employee's first point of contact for workload issues, employees may also discuss their concerns with a shop steward, Guild representative, Vice President, or Director of HR at any time. If deemed necessary, the shop steward may choose to

approach the department director or Director of Administration to share workload concerns raised by an employee that have not been satisfactorily addressed by the supervisor.

Article 11. Evaluation

Section 1. Annual and Probationary Evaluation Process for Employees

AFJ/AFJAC is committed to providing employees with regular feedback on the quality of their work, their success at meeting and exceeding goals, and areas for improvement.

AFJ/AFJAC employees who have finished their 90-day probation period will receive a formal performance evaluation by their supervisor and annually upon the anniversary of their hiring. This performance evaluation will include a written self-evaluation by the employee, a separate written evaluation by the supervisor, and a meeting between the supervisor and employee to review and discuss the feedback. Final copies of the written performance evaluation will be included to the employee's personnel file and provided to the employee for their own records.

Each employee has the right to submit a written response to the final performance evaluation within two (2) weeks of the completion of the process, and that written response shall also be included in the employee's personnel file.

Formal performance evaluations of all employees will take place on or within 45 days of the anniversary of hiring date, unless any delay is caused by the employee in providing the written self-evaluation in which case the formal performance evaluation will occur as soon as is reasonably practicable.

Section 2. 360-Degree Feedback

AFJ/AFJAC values the benefit that employees can gain from feedback from their colleagues, and may at management's sole discretion implement a process for allowing feedback beyond supervisor and supervisee evaluations. AFJ/AFJAC will not provide this feedback directly to employees' supervisors, nor will it be used as part of the formal performance evaluation nor saved in employees' personnel files. While all employees are strongly encouraged to participate in this 360-degree feedback, employees can elect to opt out of providing confidential feedback on their supervisors at any stage of the process.

Article 12. Professional Development

AFJ/AFJAC will cover all expenses related to maintaining professional licensures and certifications, including dues, exam fees, and continuing education, that AFJ/AFJAC requires of employees to perform their jobs.

Section 1. Employer-required or -recommended Training

AFJ/AFJAC shall cover the expenses of any training it deems necessary for employees' performance and requires or recommends employees to participate in. When a manager recommends an employee complete a specific training related directly to the work the employee does for AFJ/AFJAC, this is considered a "recommended" training for the purposes of this Article.

Time spent at and traveling to employer-required or -recommended trainings shall be considered regular work time. Any training that is required by management that takes place outside regular working hours will be eligible for calculation of comp time (or overtime for those employees eligible to receive it) in accordance with Article 16.

Section 2. Staff-wide Training

AFJ/AFJAC will host at least one biennial retreat that includes all-staff training, organizational planning, and equity, diversity, inclusion and belonging training. If an in-person retreat is financially not feasible or would be unsafe due to acts of nature, a virtual retreat will be arranged instead. In the case of a virtual retreat, management and staff will do their best to create a retreat environment that is as accessible for staff in the remote offices as it is for staff in the DC office. (For example, if the retreat is virtual for field staff, the retreat would be virtual for all attendees. There would not be a hybrid meeting that is in-person for DC staff and virtual for field staff.)

Section 3. Employee-initiated Training or Education

AFJ/AFJAC encourages employees to pursue professional development opportunities such as courses, seminars, trainings, workshops, conferences, or time spent with a coach/mentor that will assist and/or improve their work at AFJ/AFJAC, help them make a long-term commitment to working at the organization, or otherwise achieve their own professional goals.

Separate from the professional obligations outlined in Section 1, AFJ/AFJAC will offer up to \$1,250 per employee per year toward these opportunities. Fulfillment of recommended trainings as defined by Section 1 will not count toward this total. Employees may be excused from work time to participate in these professional development opportunities, but the time spent at these opportunities or training will not count towards the calculation of overtime or comp time under Article 16. The employee's supervisor and the Director of Finance will have 15 business days from the date of the employee's written request to approve, deny, or negotiate a partial payment of the professional development activity.

Section 4. Supplemental Funds for Employee-initiated Training or Education

In some instances, an employee identifies and proposes a professional development opportunity that costs more than the amount allocated for AFJ/AFJAC-approved professional development activities as described in Section 3, which is not AFJ-required training, but which AFJ/AFJAC agrees is of sufficient utility to the employee and the work of AFJ/AFJAC that it wishes to cover the full cost of the program. In such instances, the employee's funding available under Section 3 will be put towards the expense and AFJ/AFJAC will provide additional funding, in an amount determined by AFJ/AFJAC in its full discretion, beyond the amount available under Section 3.

Article 13. Employee Privacy and Safety

Section 1. Employees' Private Property

AFJ/AFJAC acknowledges that employees might bring or use their own private property on AFJ/AFJAC's property or in service to AFJ/AFJAC. An employee's private property remains the property of the employee and shall not be subject to search by employer unless AFJ/AFJAC has a reasonable suspicion such a search is necessary to prevent violence in the workplace, theft, or if otherwise required by applicable law or governmental agency.

The payment of any stipend or reimbursement by the Employer, in whole or in part, for installment payment, subscription, or use fee for employees' personal property does not create any license for access to the property, except by express consent of the employee property owner or as provided below.

Although employees shall retain a reasonable expectation of privacy from Employer with respect to their private property, employees have no reasonable expectation of privacy:

- in the use of Employer's property;
- in the data used over Employee private property when it transmits from the Employee device to/through Employer's WiFi or Ethernet connected network;
- for data in networked services paid for and administered by the Employer, including but not limited to SharePoint, Microsoft Exchange, and Teams;
- in the use of Employee's private property when engaging in conduct in violation of AFJ/AFJAC policies prohibiting harassment, discrimination and retaliation (for the sake of clarity, although employees shall not have a reasonable expectation of privacy in their private property when engaging in such conduct, such private property shall not be subject to search by the employer unless AFJ/AFJAC has a reasonable suspicion such a search is necessary to prevent violence in the workplace, theft, or if otherwise required by applicable law or governmental agency.)

Section 2. Workplace Safety

AFJ/AFJAC management will create and share a safety plan with employees, post in a visible place in each office location, and develop a form on which employees can report workplace accidents.

AFJ/AFJAC management will inform all new employees of past credible threats to the organization.

AFJ/AFJAC management will inform all new employees of their rights to privacy. This includes the option not to share their photograph on the AFJ/AFJAC or affiliated websites or to participate on social media.

It is AFJ/AFJAC's policy and legal obligation to provide a safe, healthy and pleasant work environment for all employees. Employees, visitors, and vendors are prohibited from using tobacco products while on AFJ/AFJAC property, except in designated areas.

Section. 3 Drug Testing

Drug testing of employees is only permitted when AFJ/AFJAC has reasonable suspicion to believe that an employee is impaired on the job due to the effects of intoxicating substances, such as slurred speech, inability to walk straight, or erratic behavior, or when employees cause or contribute to accidents that seriously damage AFJ/AFJAC equipment or property and/or result in an injury to themselves or another employee requiring medical attention. Only tests that demonstrate an employee's current drug or alcohol usage and impairment will be used, such as breathalyzer, saliva, or blood tests.

AFJ/AFJAC will cover the cost of any drug testing, including transportation, and will compensate the employee for time spent going to and undergoing drug testing. Employees have a right to receive a copy of the test results as soon as they are available. Employees have the right to request a second test of the same samples by a different testing agency at their own expense. AFJ/AFJAC will keep the results of any drug tests confidential to the extent required by applicable law.

Section 4. Social Media

AFJ/AFJAC employees are free to express their personal opinions as they wish on non-organization social media platforms. When doing so, they should use clear disclaimers that they are not speaking on behalf of the organization and comply with relevant organizational policies.

Section 5. Emergency Office Changes

The Union recognizes the need for AFJ/AFJAC to make changes to office usage as emergency circumstances dictate (e.g. natural disasters, pandemics, etc.). If such circumstances require any AFJ/AFJAC office to be closed for more than ten consecutive work days, AFJ/AFJAC will negotiate with the Union before requiring affected employees to return to the office(s). This includes both the D.C. office and all remote offices. These negotiations will, at a minimum, discuss the timing of the reopening, newly proposed safety procedures for the workplace(s) (if applicable), and what accommodations, if any, are available to employees concerned about their ability to safely return.

Article 14. Personnel Action

Section 1. Just Cause

AFJ/AFJAC will not discharge, suspend, or take any other disciplinary action against an employee who has completed their probationary period without just cause. Discipline will be administered in accordance with the applicable provisions below governing problems other than performance (Section 2) or performance problems (Section 3).

AFJ/AFJAC will give the Guild concurrent written notice when it administers discipline (oral or written) to a Bargaining Unit employee. Steps and actions taken under Sections 2 and 3, below, will be documented, and the documentation will be included in the employee's personnel file along with any responses the employee wishes to be included in their file.

Section 2. Problems Other Than Performance

Discipline for problems unrelated to work performance will be applied progressively as outlined below, except in the case of gross misconduct, recklessness, violence or threatened violence, discrimination, harassment or bullying, or criminal or other unlawful activity (collectively "Misconduct"). In cases involving Misconduct, discipline, up to and including immediate termination, need not be progressively applied.

Bargaining Unit employees have the right to request that a Guild representative be present at an investigatory meeting or interview involving potential disciplinary consequences (including the first step conversation described in this section). AFJ/AFJAC may skip steps or combine levels of progressive discipline to administer based on the nature of the offenses and previous related occurrences, provided that the previous related occurrences occurred within the past 18 months.

If a supervisor identifies a concern related to an issue other than performance that is not Misconduct, the supervisor will notify the employee within thirty (30) days of the event(s) or circumstance(s) (or the discovery of the event(s) or circumstance(s) giving rise to the discipline) and seek a satisfactory resolution (e.g., prompt correction, accountability and a commitment that the concerning behavior or other issue will not recur). If the concern is not resolved after such notification, progressive discipline will be applied as follows:

1. First Step: The supervisor will issue a written warning expressing the potential for further discipline.
2. Second Step: The employee must have at least ten business days to demonstrate that they adequately corrected the issue set forth in the written warning. If they cannot do so to the supervisor's satisfaction, the supervisor will provide a second written warning to the employee and to the Guild with a clear indication of the steps or actions the

employee must take to correct the issue and the deadline for accomplishing them.

3. Subsequent Actions: If the prescribed correction is not accomplished within the timeframe outlined in the written reprimand, or if a recurrence of a problem cited in the written warning is identified, the employee may be terminated without any additional procedures.

Section 3. Problems Involving Performance

Need for Improvement: Where an employee's work is unsatisfactory or their supervisor identifies any other performance-related deficiency or problem, the employee may be given a written "need for improvement" advisory notifying the employee of such problems and/or may be subject to a Performance Improvement Plan (PIP) as outlined below. "Need for improvement" notices and PIPs are an aid to assisting employees in achieving satisfactory performance and are not disciplinary actions. They will outline where and how the employee failed to meet standards or requirements and specify the time (at least 60 calendar days) within which the employee must achieve satisfactory performance.

Step One: Performance Improvement Plan. In cases where the management team has determined an employee's performance is unacceptable, management must provide the employee an opportunity to improve their performance within the context of a performance improvement plan.

Although there is no "one size fits all" approach to performance improvement plans, each PIP must:

- Be in writing;
- Be specific with regards to what aspects of the employee's work performance requires improvement and provide specific examples;
- Set clear, reasonable, and attainable objectives that the employee must meet to demonstrate improvement;
- Afford the employee at least 60 calendar days to resolve the performance deficiency; and
- Require at least two check-in meetings (one during the first half of the PIP, one during the second half of the PIP) between the employee and supervisor to assess progress made toward meeting the objectives outlined in the plan;

Step Two: Disciplinary Action. Discipline in response to continued unsatisfactory performance or deficiencies in the employee's work unresolved by the PIP or other performance-related problems or issues will be applied as follows:

1. Written warning: If on or after the end of the improvement period an employee's job performance or conduct remains unsatisfactory, or in the event of other performance problems, the employee may be issued a written warning, provided also to the Guild,

specifying the performance deficiencies or problems and a warning that the employee may be subject to further disciplinary action, up to and including termination.

2. Final written warning: If, after 30 days, performance remains unsatisfactory, the employee will be given a final written warning, provided also to the Guild, advising that failure to correct deficiencies and sustain satisfactory performance can result in termination. The employee will be given 14 calendar days to resign without any negative consequences at this stage.
3. Further discipline: If after both written warnings the employee's job performance remains unsatisfactory, the employee may be terminated in writing, provided also to the Guild, without any additional procedures.

Section 4. Other Termination

With respect to an employee hired for positions advertised as limited in duration, specific visa category, or other restricted basis for employment, termination of employment at the expiration of the relevant term (or due to cessation of the relevant status or basis for employment) is not disciplinary action subject to the requirements of this Article.

Article 15. Payment of Work-Related Expenses, Travel & Reimbursements

Section 1. Expenses

AFJ/AFJAC will cover or reimburse employees for certain reasonable and necessary authorized expenses. To receive reimbursement, employees must comply with, and such expenses must be reimbursable in accordance with, AFJ/AFJAC's Travel and Expense Policy. AFJ/AFJAC employees that receive an organization-provided credit card will also need to comply with AFJ/AFJAC's Travel and Expense Policy.

AFJ/AJAC will cover or reimburse employees for reasonable expenses on pre-approved business. This includes, for example, air and train fares, hotel accommodations, meals, beverages, restaurant tips up to 20% of the total bill, or a minimum of \$2 and hotel tips according to UNITE HERE's fair tipping guide at fairhotel.org/tipping-guide, telephone charges, printing of training materials, and other purchases made on behalf of the organization.

AFJ/AFJAC will also cover or reimburse employees for expenses related to local travel required for work, excluding travel between work and home, including mileage and the use of taxi and ride-sharing services, when public transportation is not a practical or timely option or considered safe by the employee. When staff who do not normally drive to work are required to travel to a work-related event or meeting, staff will be reimbursed or AFJ/AFJAC will cover the round trip mileage from their home to the destination. If employees use their vehicles for business travel, parking fees and/or mileage will be reimbursed as per the Internal Revenue Service's Guidelines. AFJ/AFJAC will also cover or reimburse the cost of all tolls incurred on behalf of the organization.

Receipts are required for reimbursement of all expenses other than cash tips or other cash or credit card payments where receipts are not available with written explanation. These expenses include, for instance:

- Boarding passes or booking receipts for airplane / train/ bus travel receipts
- Credit card receipts
- Merchant receipts

Receipts must be accompanied by the travel reimbursement form, which outlines:

- The nature of the expense
- The name and titles of the individuals involved
- The purpose for the expense
- The project code to which the expense should be billed

Expense summaries must be submitted with receipts and approved by your supervisor to be processed for payment.

All expenses and summaries must be submitted within 30 days of return to work from travel to your immediate supervisor for approval and then to the Director of Administration for payment. Reimbursement shall be made as promptly as possible, but in no case later than 30 days of the request for reimbursement.

Employees are required to fly coach class with the lowest available airfare for non-stop travel. If a car rental is required, employees will be reimbursed for all fuel, and toll costs associated with renting the vehicle. Auto insurance coverage is provided on AFJ credit cards and general insurance policy, so it is not necessary to take out the rental car company insurance for employees with an AFJ-issued credit card. AFJ/AFJAC will cover or employees will be reimbursed for reasonable hotel accommodations. AFJ/AFJAC will not require employees to share lodgings with each other.

Non-Reimbursable Expenses/Non-reimbursable expenses are listed below. This list is not all-inclusive and there may be additional or similar non-reimbursable expenses which are not listed. The following list includes examples of non-reimbursable expenses:

- Personal travel expenses, including sundries or recreational reading
- Personal travel insurance
- Childcare
- Toiletries, cosmetics, or grooming products (unless luggage was lost)
- Out-of-pocket expenses submitted more than 90 days after they were incurred
- Lost luggage and contents. Employees should work directly with the airline to recover damages
- Fees or dues for airline VIP clubs and hotel loyalty or frequent-stay programs
- Any expenses resulting from obtaining airline miles for personal use
- Class of service upgrades
- Movies, video games (in-room video games and in-flight movies)
- Normal commuting costs
- Parking citations
- Gifts to consultants, vendors, or participants, unless approved by your supervisor
- Donations

Section 2. Mobile Phone Reimbursement

AFJ/AFJAC will reimburse up to \$70 per month for the cost of a mobile phone and data plan for employees who use the employee's personal mobile phone for their work. Employees must submit a request for reimbursement along with a copy of their cell phone bill. A redacted or summary page of their phone bill shall be sufficient. The reimbursements will not be treated as taxable income.

Section 3. Remote Work Expenses During Public Health Emergencies

During remote work mandated by local health authorities caused by public health emergencies, AFJ/AFJAC employees will be reimbursed up to \$50 per month to cover basic expenses (i.e. paper, home internet charges, etc.) of working remotely. Employees may seek additional pre-approval and reimbursement for work-related expenses over and above the \$50 per month from their supervisor. The reimbursements will not be treated as taxable income.

Article 16. Work Hours, Overtime, and Comp Time

The workweek for AFJ/AFJAC, for purposes of computing payroll, is Monday 12:01 a.m. through Sunday midnight. The normal work schedule for all employees is Monday through Friday, 9:00 a.m. to 5 p.m., with a one-hour lunch break.

Section 1. Non-exempt Employees

Non-exempt employees shall be paid for hours spent performing work responsibilities outside standard hours. This includes travel time to work events and conferences where they are attending, presenting, or tabling as an AFJ/AFJAC representative.

Non-exempt employees shall receive overtime pay at a rate of 1.5 times their base rate of pay (which in all cases shall be at least 30 percent more than the applicable state minimum wage) for all hours worked in excess of 8 hours in a single day or 40 hours in a single workweek.

Non-exempt employees shall be entitled meal periods. They will be entitled to a one-hour unpaid meal period during a day in which they have worked more than five hours in a day. They will be entitled to a second 30-minute unpaid meal period if they work more than 10 hours in a day. Non-exempt employees may elect to waive the first meal period if their shift does not exceed 6 hours in a day. Non-exempt employees may also elect to waive their second meal period in the event they do not exceed 12 hours in a single day and they in fact took their first meal period. Non-exempt employees will not be asked or expected to carry out any work duties during this time.

Non-exempt employees shall be entitled rest periods in accordance with applicable law. Generally, they will be entitled to one 10-minute paid rest period per each four-hour work period or major fraction thereof. However, if they work between two and four hours in a workday, they will still be entitled to one 10-minute paid rest period.

Section 2. Exempt Employees

Exempt employees are compensated for hours spent performing work responsibilities outside standard office hours. This includes travel time to work events and conferences at which they are attending, presenting, or tabling as an AFJ/AFJAC representative, as well as travel time associated with those events and conferences.

However, exempt employees may be granted compensatory time off under any of the following circumstances:

1. The employee has worked more than 45 hours in a week; or
2. The employee has worked more than 10 hours in a day; or
3. The employee has been required by a director or supervisor to work or respond to a work request during weekends, holidays, or vacation days.

When an employee is representing AFJ/AFJAC at an event or conference and (1) the event or conference schedule (including travel) would involve any of the above circumstances; (2) a director or supervisor has required that the employee participate in that event; and (3) the employee works those expected hours, the hours spent working at the event or conference will be considered in calculating comp time.

Exempt employees will accrue comp time at a rate of 100 percent (hour for hour) thereafter in a calendar year.

Employees who earn compensatory time off under this section must take the time off by the earlier of (a) within two (2) weeks of its being accrued, and (b) the end of the calendar year in which it is accrued. Compensatory time off shall be taken with appropriate notice and advance approval of the employee's supervisor, whose approval shall not be unreasonably denied. In the event the employee's supervisor does not approve the use of the compensatory time within two (2) weeks of it being accrued, then AFJ/AFJAC will approve the use of the compensatory time to be used no later than within thirty (30) days of it being accrued. If the compensatory time is accrued between December 15 and December 31, subsection (b) shall not apply.

Section 3. Off-work Hours

Employees shall not be expected to regularly work outside of the normal work schedule as defined in this article. However, it is understood that the demands of the job may occasionally require that.

If either non-exempt or exempt employees are frequently being expected to work beyond the normal work schedule to fulfill their responsibilities, supervisors should address expectations, workload, and work priorities in accordance with employees' job descriptions. An employee may request such a meeting at any time pursuant to Article 9.

Generally, the hours outside of employees' determined work hours, including personal time off, weekends, other designated days of rest, and AFJ/AFJAC holidays are considered "off-hours." Employees are not expected to regularly check their email or phones during off-hours. If a response is required during off-hours, supervisors must explicitly state that expectation, as well as why an off-hours response is necessary. Supervisors should work to provide as much advance notice of any need to work off hours. Employees will not be disciplined for failing to respond to off-hour communications, unless there is an explicit expectation or responsibility that requires responsiveness, as noted in their job description. When AFJ/AFJAC communicates with an employee off-hours in a manner that requires a response, the employee's time receiving, reviewing, and responding to that communication will be considered work time.

Intrusive work-related communications by employees and supervisors (e.g., texting and phone calls) in the off-hours should generally be limited to those items that are time sensitive.

Article 17. Off-Site Work, Remote Work Arrangements, and Adjusted Hours

Section 1. Eligibility

Employees shall be eligible for flexible work arrangements and off-site work with supervisor approval after six (6) months of employment at AFJ/AFJAC on the terms and conditions set forth herein. This time limit will not apply to individuals that accept job offers based on postings that describe a position as having the ability to work remotely or maintain a flexible schedule. Individual employees can negotiate for these benefits to start sooner.

Section 2. Flexible Work Arrangements

AFJ/AFJAC is committed to helping employees face the demands of juggling work, family and personal obligations by offering a number of possible flexible work arrangements. These arrangements provide employees with increased flexibility with their work schedule while allowing AFJ/AFJAC to maintain a progressive and productive work environment.

All eligible AFJ/AFJAC employees will be considered for alternative work scheduling in situations where creative work schedules have been shown to accomplish both work and personal goals, to provide coverage for individual department operations and to serve AFJ/AFJAC with increased productivity at no expense to quality output. The following alternative work schedule options are available to employees:

- Flextime, in which an employee works eight continuous hours per workday, but there is flexibility in an employee's set scheduled starting and ending times. Some employees, due to family or personal obligations or preferences, work very early in the morning and leave earlier in the afternoon. Other flextime employees may prefer or need to start later in the day and work into the evening.
- Compressed workweeks, in which an employee works 10 hours per workday, reducing the workweek to four days a week.
- Compressed workweeks in which an employee works nine-hour work days Monday through Thursday and four hours each Friday. (For exempt employees only, there may be the option of nine-hour days and one full day off every other week.)

The employee's supervisor is responsible for identifying if any of the aforementioned staffing options are workable within the department. To determine whether an employee's request for an individual alternative work schedule is appropriate, the director/manager must assess the impact and the outcome in terms of production, quality and absenteeism, and if one or a combination of the above arrangements is in the best interests of the department, AFJ/AFJAC and the employee.

Flexible work arrangements are not appropriate for all employees or positions and are not a universal employee benefit. But in every instance, there is a strong preference for allowing a flexible work schedule. Therefore, the request shall not be unreasonably denied. AFJ/AFJAC will provide a response to such a request within twenty (20) workdays.

Upon approval of a flexible work schedule, a six-month trial period will apply to assess the impact and effectiveness of the arrangement. After successful completion of the trial period, the work arrangement will be reviewed at least annually thereafter to ensure continued success. The arrangement may be canceled for any reason by management. If this discretion is exercised, AFJ/AFJAC must provide the employee at least ten (10) workdays of notice before the schedule is reverted and an explanation of the change. An employee wishing to change or cancel an alternative work arrangement must obtain written approval from his or her director/manager.

Section 3. Off-Site Work for Office Employees

Employees may work from outside the office (i.e. “work from home”) on specific days agreed upon as set forth herein. Employees are required to submit a request in writing seeking to work off-site on specific days of the week (i.e., Tuesdays and Fridays). Supervisors shall respond to the request within ten (10) workdays. If an off-site work arrangement is denied or rescinded, the supervisor must provide a written explanation for the denial.

Supervisors and employees are required to use reasonable efforts to come to an agreement on off-site working days. An employee who needs to adjust their off-site work schedule in a given week shall notify their direct supervisors at least one calendar day prior to the start of the adjusted workday. Employees who are granted off-site working days are required to keep their digital calendars updated with their status and be logged in to Microsoft Teams (or other AFJ/AFJAC program) during their work hours, and ensure there are no conflicting obligations that require the employee to work at the office.

The employee’s job responsibilities will not change due to working off-site. The amount of time an employee is expected to work and the work hours will be the same as a normal work day. Employees working off-site are expected to respond to emails, phone calls, and work demands in the same timely manner as when they work in the office. Employees working off-site must still be available for staff meetings and other meetings deemed necessary by management. Meetings that can be accessed by telephone, Zoom, Teams, or other teleconferencing technology shall not constitute conflicting obligations that require in-office attendance. However, where a meeting with a non-AFJ/AFJAC employee is in-person, there will be the expectation that the staff member shall attend in person. In addition, for employees working in the Washington, D.C. office, there is an expectation that all staff meetings will be in-person when the office is re-opened.

Section 4. Remote Positions

If AFJ/AFJAC closes an office in a location, hires an employee where there is no office, or an employee proposes a relocation away from the office in which they were hired to work, affected positions shall be considered remote positions.

An employee may request to change their position to permanently remote through a written request to their supervisor and/or department director, the Director of Administration, and the President of AFJ/AFJAC. AFJ/AFJAC will make a decision within six (6) weeks of receiving the written request.

Any employee hired to work at an AFJ/AFJAC office can remain at the AFJ/AFJAC office to which they were hired so long as it exists, unless they request or consent to a change of location.

In consultation with the employee, AFJ/AFJAC will provide a computer, any necessary equipment required to perform the duties of the position, and a stipend of \$50 (exclusive of the cell phone stipend) per month to cover supplies and home technology costs for remote positions.

Article 18. Paid Time Off

Section 1. Overview

Employees should use paid vacation, personal leave, sick leave, or paid family leave (if applicable) when they must be absent from work, except in the case of approved legally protected leave required by applicable law, as described below. AFJ/AFJAC ordinarily does not permit leave without pay outside of legally protected leave. On rare occasions, AFJ/AFJAC may authorize a short period of leave without pay, for example if the employee has exhausted his or her paid leave and experiences a personal emergency or hardship outside the employee's control. Leave without pay is not meant to be used to allow an employee to exceed AFJ/AFJAC's caps on vacation or sick leave.

AFJ/AFJAC normally will not grant leave without pay outside of legally protected leave to an employee who has not completed at least one year of continuous service. If an employee must request leave without pay, the employee should submit their request in writing to their supervisor and Director of Administration at least 30 days before the anticipated leave, if possible. An employee's request for leave should include the anticipated length of leave and the anticipated return date. Except in extraordinary cases or to the extent required by law, no employee will be authorized to take more than eight (8) weeks of leave without pay, cumulatively or consecutively. However, the actual time granted will be at the discretion of the President or Director of Administration.

Leave without pay will not be granted unless their supervisor, the President, or Director of Administration authorizes it in writing. An employee who is granted approval to take leave without pay may be asked to first exhaust all his or her accrued vacation, sick and/or personal days remaining in their leave account. The employee may continue his or her insurance benefits, but the employee is responsible for paying any premiums to the extent permissible under applicable law. Failure to meet these payments may result in loss of insurance coverage. Leave benefits will accrue for the first pay period of the leave without pay only; leave benefits will not accrue during the remainder of the leave period.

Section 2. Vacation Days

Vacation days begin to accrue on the employee's first day of work.

An employee's supervisor shall grant all vacation requests made in a timely fashion. Any rejection of such a request must be explained in writing.

Annual vacation time will accrue on the following basis according to their years of employment:

- Year 1 (0-12 months): Eleven (11) days of vacation each year (3.66 hours per pay period), with a maximum accrual cap of 17 days.
- Year 2-4: Sixteen (16) days of vacation each year (5.33 hours per pay period), with a maximum accrual cap of 24 days. Year 4+: Twenty-One (21 days) of vacation each year (7.0 hours per pay period), with a maximum accrual cap of 32 days.

Employees may not choose pay in lieu of vacation. Vacation days which have been accrued but are unused may not be cashed in for salary except at time of separation from employment. On their last day of employment, an employee will be paid out for unused accrued vacation days.

Any employee already receiving over the accrual amounts specified in this agreement, shall retain the level of accrual they are at. No employee shall receive less vacation time because of this contract.

Vacation payout will be calculated as follows: An employee's daily rate is found by dividing their annual salary at the time of separation by the number of weeks in the year (52) and the number of days in a week (5). Once the daily rate is calculated, it is multiplied by the number of days to be paid out.

Accrued but unused vacation will carry over to the next year, subject to the accrual caps set forth above. Once the vacation accrual cap is reached, employees must use vacation days to continue accruing.

Employees may donate their vacation leave to fellow employees.

Section 3. Holidays

AFJ/AFJAC will be closed on:

- Martin Luther King, Jr. Day,
- Presidents' Day
- Memorial Day
- Juneteenth (observed)
- July 4 (observed)
- Labor Day
- Indigenous People's Day
- Thanksgiving Day (the fourth Thursday in November)
- The day after Thanksgiving
- End of year holiday: Christmas Eve through New Years Day, inclusive

Section 4. Sick Leave

Employees may use sick leave when it is necessary to miss work because of their own illness, injury, medical condition, doctor's appointment, to care for an immediate family member

("immediate family member" is defined as any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, including but not limited to the employee's spouse or domestic partner, parent, grandparent, grandchild, child, sibling, cousin, uncle, aunt, stepchild or stepparent of the employee, all respective "in-law" relatives, and relatives or persons residing in the same household as the employee, or any other definition as provided under applicable state and local laws. Also included in this definition shall be any minor children or incapacitated individuals for whom the employee has primary responsibility, legal guardianship, or conservatorship.) Sick leave may also be used for absences associated with domestic violence or sexual abuse, including court appearances or cooperation with law enforcement, or any other reason that upon which sick leave may be used under applicable state and local laws.

Sick leave begins to accrue on the first day of employment but may not be used until the 90th day of employment. Full-time employees accrue sick leave at the rate of 3.34 hours per pay period, equivalent to 10 days per year. Part-time employees accrue sick leave in proportion to their work hours at the same rate as full-time employees. Sick leave may be accrued by an employee to a maximum of 160 hours (20 days). Employees will not be paid for accrued or unused sick leave upon separation of employment.

Section 5. Parental Leave

Eligible employees may take up to 16 total weeks of leave in connection with the birth of the employee's child or placement of a child with the employee for adoption. AFJ/AFJAC will provide eligible employees with five (5) weeks of fully paid parental leave for purposes of bonding with a new baby following a birth or placement of a child for adoption.

Employees may also be eligible to receive additional paid leave according to the applicable federal, state or local laws. Employees who give birth may also be eligible to receive partially paid disability leave under AFJ's/AFJAC's short-term disability plan. Disability leave will run concurrently with parental leave but may extend for longer than the five weeks of fully paid parental leave described above. The amount of disability leave will be determined by the terms of the short-term disability plan.

Eligible employees may use accrued paid time off, vacation or sick pay during any period of unpaid or partially paid leave. Total amount of paid and unpaid parental and disability leave may not exceed 16 weeks per year, unless additional leave is available or required under applicable federal or state law.

A. Eligibility

To qualify for parental leave under this policy, the employee must have been employed by AFJ/AFJAC continuously for at least 12 months and must be classified as a full-time or part-time regular employee, as defined by AFJ/AJFAC.

Parental leave under this policy is available in connection with the birth of the employee's child or the placement of a dependent child with the employee in connection with an adoption. The total amount of parental leave available will not be increased because of a multiple birth or adoption (e.g., birth of twins, adoption of siblings or multiple births or adoption events within the same rolling 12-month period).

Eligibility for disability leave under AFJ's/AFJAC's short-term disability plan is determined by the terms of the plan and generally extends only for the period of the employee's actual disability due to pregnancy, childbirth, or related medical conditions, subject to certain plan limitations. In some cases, an employee may be eligible for parental leave under this policy but not eligible for disability leave benefits. Conversely, an employee who is not eligible for parental leave under this policy may nevertheless, be eligible for disability leave benefits.

Misuse of parental leave, including taking parental leave for an impermissible purpose not covered by this Policy, may result in disciplinary action up to and including termination

B. Notice and Scheduling

Employees must notify a supervisor in writing of the need for parental leave at least 20 calendar days in advance. The written notice should describe the reason for the requested leave, the start date of the leave and the anticipated duration of the leave. If 20 days' notice is not practicable, notice must be given as soon as practicable. Failure to provide appropriate written notice and/or complete and return any necessary paperwork may result in the delay or denial of leave.

Employees requesting disability leave benefits under AFJ's/AFJAC's short-term disability plan must also provide a health care provider's written certification stating the expected beginning date and length of such leave, and that the leave is required as the result of a disability arising from pregnancy, childbirth, or a related medical condition. Failure to provide satisfactory certification from a health care provider may result in the delay or denial of disability leave.

All approved parental leave must be taken within 12 months following the birth or adoption event. Except as otherwise provided under the short-term disability plan, employees must take parental leave in increments of at least two weeks.

C. Compensation

During paid parental leave, employees will be paid in accordance with AFJ's/AFJAC's regular payroll practices:

- Full-time employees will receive 100 percent of regular, full-time weekly pay.
- Part-time employees will receive 100 percent of average weekly pay the employee received for the three months prior to the leave period.
- For eligible employees receiving income replacement benefits pursuant to a disability plan during the five (5) week paid parental leave, AFJ/AFJAC will supplement the

income replacement benefit during the 5-week period of paid parental leave so that the employee receives 100 percent of his or her regular, full-time weekly pay (or, for part-time employees, 100 percent of their 3-month average weekly pay) for the time specified in this policy. For example, if an employee receives 60 percent income replacement under AFJ's/AFJAC's short-term disability plan, AFJ/AFJAC will supplement the remaining 40 percent of the employee's salary during the paid parental leave period. This also applies to income replacement benefits received under other disability plans, such as California's State Disability Insurance or Paid Family Leave programs or DC's Paid Family Leave program, if the employee elects to use them concurrently with AFJ's paid parental leave.

During any period of unpaid or partially paid parental leave, employees may use accrued Paid Time Off (PTO), vacation, sick and personal days, as applicable, unless prohibited by applicable law.

During paid and unpaid parental leave, AFJ/AFJAC will maintain an employee's health insurance coverage on the same basis as if he or she were still working. During paid parental leave, employees' portion of any benefit premiums will be paid through regular payroll deductions. During unpaid leave, or if an employee's pay is otherwise not enough to cover the employee's portion of the benefit premium, employees will be expected to remit timely premium payments to the Director of Administration. During leave, except as otherwise required by an applicable law or benefit plan, employees will accrue paid vacation and sick leave and will receive service credit for purposes of AFJ benefit plans.

If an employee terminates employment for any reason before using all available parental leave, the employee will not receive payment for unused parental leave.

D. Integration with Other Leave Programs

To the extent applicable, an employee may elect to have the paid leave under this Policy run consecutively before or after the employee uses the employee's benefits under AFJ's/AFJAC's short-term disability plan or other federal, state or local plan.

Section 7. Condolence Leave

Full-time employees are entitled to three (3) paid regular business days for the death of an immediate family member (as defined above). Also included in this definition shall be any minor children or incapacitated individuals for whom the employee has primary responsibility, legal guardianship, or conservatorship. An employee may request that condolence leave be extended with approval from HR.

Section 8. Jury Duty

Employees will receive paid time off for jury duty. Employees must notify their supervisor immediately upon receiving notice of jury duty and may be asked to provide a copy of the summons and a court clerk's certificate noting the jury time served. Employees are expected to work any portion of the normal work day that is not required to fulfill their jury obligation.

Article 19. Layoffs & Severance

Section 1. Notice of Action to Employees and Guild

If any employee is removed from their position through a process not defined in Article 14, AFJ/AFJAC shall notify the Guild and the affected employee(s) at least sixty (60) days in advance of any planned reduction in force or layoff that results in at least 20% of AFJ/AFJAC employees being separated unless a greater notice period is required by applicable law. In the event a planned reduction in force or layoff that results in less than 20% of AFJ/AFJAC employees being separated, AFJ/AFJAC shall notify the Guild and the affected employee(s) at least thirty (30) days in advance of any planned reduction in force or layoff. AFJ/AFJAC will provide the Guild in writing the reasons for the reduction in force and the employee(s) under consideration for layoff. Some examples of removal or separation processes that are not defined in Article 14 include but are not limited to: economic reduction, departmental restructuring, mergers, or similar layoffs not related to performance or discipline.

Section 2. Considerations for Layoff

During the period prior to a layoff, AFJ/AFJAC and the Guild will meet to discuss the rationale for the reduction in force, the relevant criteria for making a final determination as to which employees will be laid off, and possible alternatives to layoff. At the end of the pre-layoff period, should AFJ/AFJAC deem it appropriate to proceed with a reduction in force, it shall be within AFJ/AFJAC's sole discretion to decide which employees to lay off.

Where two or more employees are under consideration for layoff and are deemed to be substantially similar in terms of skills, expertise, performance, experience, and geographic location, seniority will be given consideration for retaining an individual's position over a less senior employee(s).

Section 3. Rights of Laid Off Employees

Laid off employees shall remain on a recall list for twelve (12) months. Time spent on a recall list will be counted for purposes of computation of seniority but for no other purpose, including the accrual of paid time off. During the twelve (12) month recall period, laid-off employees shall be recalled to their former position if it becomes open, and will receive first consideration for any other Bargaining Unit job openings for which AFJ/AFJAC reasonably determines they are qualified. Where two or more laid off employee candidates for recall are deemed by AFJ/AFJAC to be substantially equal in the relevant respects, seniority will be given primary consideration for rehiring.

Upon request, a laid off employee shall be provided a letter stating substantially the following: "To Whom it May Concern [NAME] was an employee from [DATE] to [DATE]. On [DATE], [NAME] was separated from employment for reasons other than performance or misconduct."

Section 4. Severance

Employees being laid off in accordance with Section 1 of this Article shall be eligible to receive, contingent on signing a general release of claims in a form acceptable to AFJ and the Guild, one (1) week of salary for each year of service with a minimum of 2 (two) weeks' salary and a maximum of twelve (12) weeks' salary.

Article 20. Benefits - Union

Section 1. Medical Insurance

The Employer will provide access to health insurance through the UFW/CWA Insurance Fund under the mutually-agreed upon plan (“PPO Plan 5”) for all full-time and part-time employees working at least 30 hours per week, including fellows. The Employer will pay the cost of coverage for the employee. Employee will be responsible for the cost for spouse/domestic partner and dependent/child coverage.

If the premium costs for coverage under the mutually-agreed upon plan increases to more than \$723 per employee at any time under this contract, the Employer may, upon thirty (30) days’ notice to the Union, renegotiate the share of the premium paid by the Employer.

Employees will be eligible for health insurance on their first day of employment. Employees who opt not to receive health insurance through AFJ/AFJAC will receive an additional \$500/month salary. This provision is also subject to renegotiation should the premium per employee exceed \$723 per employee at any point during this contract.

Section 2. Dental Insurance

The Employer will provide access to dental insurance to all full-time and part-time employees working at least 30 hours per week and to fellows. AFJ will pay cost of coverage to the employee. Employee will be responsible for cost for spouse/domestic partner and dependent/child dental coverage.

Section 3. Vision insurance

The Employer will provide access to vision insurance to all full-time and part-time employees working at least 30 hours per week and to fellows. AFJ will pay cost of coverage to the employee. Employee will be responsible for cost for spouse/domestic partner and dependent/child vision coverage.

Article 21. Salaries

Section 1. Salary Minimums

Positions covered by this agreement will receive the following minimum salaries in accordance with their job title:

- Group 1 (\$50,000): Fellow (non-legal), Assistant, Associate, Bookkeeper, Coordinator, etc.
- Group 2 (\$60,000): Senior Associate, Senior Coordinator
- Group 3 (\$60,000): Legal Fellow
- Group 4 (\$70,000): Manager, Press Secretary
- Group 5 (\$85,000): Counsel, Bilingual Counsel, Senior Manager, Strategist, Deputy Director
- Group 6 (\$104,000): Senior Counsel, Senior Bilingual Counsel, Director, Senior Strategist

Employees that are expected and able to perform their job duties in a language in addition to English will have a minimum that is \$4,000 higher than those listed above.

None of these minimums will be construed to reduce an employee's current salary.

If a bargaining unit employee's change in salary upon implementation of the new minimums in this section results in an increase less than three percent (3%), AFJ/AFJAC shall provide that employee with a one-time salary increase to bring their total salary increase to three percent (3%).

Employees in groups 1, 2, and 4 shall be considered for promotions into the next group, including both title and salary minimum changes upon the completion of two (2) years in any of those groups. Employees in group 5 shall be considered for promotions into the next group upon their completion of three (3) years in that group. However, AFJ/AFJAC shall retain full discretion as to whether the employees are promoted into the next group, including both salary and title changes in accordance with this Article.

Upon promotion into a higher group, the employee shall receive the minimum salary for that group or a raise of 3.5%, whichever is greater.

Section 2. Annual Increases

Annual raises will be given on January 1 of each year if AFJ/AFJAC determines that it has the funding necessary for such salary increases:

1. First year of contract: 3.5%

2. Second year of contract: 3.5%
3. Third year of contract: 3.5%
4. 4. Fourth year of contract: 3.5%

Article 22. Minimum Terms

The terms and conditions of employment contained in this Agreement are minimums only, and nothing in this Agreement shall prohibit AFJ/AFJAC from providing, or an employee from individually negotiating and obtaining, better terms and conditions than the minimums set forth in this Agreement.

Article 23. Joint Labor Management Committee and Staff Engagement

AFJ/AFJAC and the Guild will establish a Joint Labor-Management Committee (LMC) for the purpose of meeting and discussing employee concerns, including, among others, training and development; diversity, equity, and inclusion; salary equity; succession plans; decision-making processes; performance review procedures; staff retreats; and other such matters that the parties agree to discuss.

The LMC will meet at least once every quarter during the term of this Agreement. AFJ/AFJAC and the Guild shall each appoint two (2) AFJ-employed representatives to the committee; additional participants with relevant knowledge or information may attend, with advance notice to the other party.

It is the parties' intent that LMC discussions will be conducted in a non-adversarial manner and in a good faith attempt to address and resolve issues in the workplace. The LMC will not receive or adjudicate grievances.

Article 24. Consultants and Vendors

All contractors, consultants, and vendors that AFJ/AFJAC contracts with are expected to abide by AFJ/AFJAC's prohibitions against discrimination and harassment against AFJ/AFJAC's employees, and will sign an acknowledgment agreeing to the same.

AFJ/AFJAC management will invite feedback from employees when considering hiring outside services when those services are relevant to the employees' work.

AFJ/AFJAC management will seek bids and quotes from minority-led and women-led contractors when pursuing outside services when possible.

All physical products bearing AFJ/AFJAC logos shall be purchased from union shops when possible.

When hosting events, AFJ/AFJAC will seek out venues, catering companies, and other service providers that are unionized when possible.

Article 25. Outside Employment, Media Appearances, Bylines

AFJ/AFJAC employees are free to pursue any outside work so long as it does not conflict or interfere with their responsibilities at AFJ/AFJAC or pose an actual conflict of interest with AFJ/AFJAC. In the event that an Employee believes that outside work poses a conflict or a potential conflict, they will immediately notify management. For any public-facing appearances or publications, employees are expected to distinguish that work from their AFJ/AFJAC work.

Article 26. Savings Clause

If any provision in this Agreement is found to be in conflict with any applicable federal, state, or local statute, the remaining provisions of the Agreement shall remain in full force and effect. The Employer and Union agree that should any provision become in conflict with this Article, both parties shall meet and confer over changes to the affected Article(s) or Section(s).

Article 27. Successorship

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. No Strike, No Lockout

The Guild shall not engage in any strike, slowdown, walkout, concerted refusal to report to work, slowdown or any work stoppage or interruption during the term of this Agreement. AFJ/AFJAC shall not lock out its employees during the term of this Agreement.

Article 29. Effective Date and Duration

This agreement will take effect as of January 1, 2021, and will remain in effect until 11:59 pm ET on December 31, 2024, and shall inure to the benefit of and be binding upon the successors and assigns of the Employer.

Within 60 days prior to the expiration date of this contract, the Employer or the Guild may initiate negotiations for a new contract to take effect on January 1, 2025. The terms and conditions of this contract shall remain in effect until such negotiations are lawfully terminated.

**FOR ALLIANCE FOR JUSTICE/
ALLIANCE FOR JUSTICE
ACTION CAMPAIGN**

Rakim Brooks
Rakim Brooks

2022-02-15

**FOR WASHINGTON-BALTIMORE NEWS
GUILD, TNG-CWA LOCAL 32035**

Zachary T. Ford
Zack Ford

Sara Matlin
Sara Matlin

Aaron True
Aaron True

Evan Yeats
Evan Yeats

2022-02-15

Signature Certificate

Reference number: 2VFH8-46EVF-A84YD-9JLHP

Signer	Timestamp	Signature
Evan Yeats Email: eyeats@wbng.org Sent: 16 Feb 2022 01:21:16 UTC Viewed: 16 Feb 2022 01:21:20 UTC Signed: 16 Feb 2022 01:21:49 UTC		 IP address: 108.31.50.198 Location: Washington, United States
Zack Ford Email: zackfordblogs@gmail.com Sent: 16 Feb 2022 01:21:16 UTC Viewed: 16 Feb 2022 01:22:08 UTC Signed: 16 Feb 2022 01:23:02 UTC		 IP address: 73.173.10.39 Location: Washington, United States
Aaron True Email: aaron.w.true@gmail.com Sent: 16 Feb 2022 01:21:16 UTC Viewed: 16 Feb 2022 01:29:17 UTC Signed: 16 Feb 2022 01:29:47 UTC		 IP address: 174.216.147.86 Location: Washington, United States
Sara Matlin Email: sara@smatlin.com Shared via link Sent: 16 Feb 2022 01:21:16 UTC Viewed: 16 Feb 2022 01:36:49 UTC Signed: 16 Feb 2022 01:38:54 UTC		 IP address: 71.136.136.69 Location: Redwood City, United States

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