

Collective Bargaining Agreement

between

National Abortion Federation Hotline Fund

And

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

Effective January 1st, 2020 through January 1st, 2023

Article 1: Recognition/Coverage

Section 1: Recognition

The National Abortion Federation Hotline Fund (NAF HLF) hereby recognizes the Washington-Baltimore News Guild, CWA Local 32035 (the Guild) 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 NAF HLF employees including Hotline Intake Counselors, Quality and Operations Assistants, Hotline Leads, Floating and Regional Case Managers and Coordinators excluding supervisory, managerial and confidential employees as defined in the National Labor Relations Act (NLRA). If NAF HLF creates a new position that the Guild believes should be in the bargaining unit, NAF HLF will meet with the Guild concerning inclusion of the position in the unit.

Section 3: Employees/Terms

Unless otherwise specified, the term "employees" as used in this Agreement shall mean employees in the Guild bargaining unit. "HICs" shall refer to Hotline Intake Counselors, "HLs" to Hotline Leads, "FCMs" to Floating Case Managers, "RCMs" to Regional Case Managers, "QOPS staff" to QOPS Assistants and Coordinators, and "Direct Service Staff" to HICs, HLs, RCMs, and FCMs. The term "Guild Representatives" refers to employees and consultants of the Washington-Baltimore News Guild as well as NAF HLF employee representatives designated or selected for the purposes of representing the unit employees. The term "Shop Steward" or "Steward" refers solely to NAF HLF employee representatives designated or selected for the purposes of representing the unit employees.

Article 2: Union Security & Dues Deduction

Section 1: Union Members in Good Standing

It shall be a condition of employment that each employee of the National Abortion Federation Hotline Fund (NAF HLF) in the bargaining unit referred to in Article 1 either be and remain a member of the Guild in good standing no later than the thirty-first day following the effective date of this Agreement, or the first day of work, whichever is later, or that the employee shall pay an agency fee to the Guild in an amount equivalent to the dues the employee would pay as a Guild member. The provisions of this Article shall be effective, implemented, and administered in accordance and consistent with applicable provisions of federal, District of Columbia, and state laws.

Section 2: Dues

NAF HLF shall, in compliance with all applicable laws and on the basis of individually signed voluntary check-off authorization cards provided to NAF HLF by the Guild, deduct dues and assessments levied by the Guild for the current month. These amounts shall be deducted from employees' wages and sent to the Guild on a bi-weekly basis. Deductions will begin with the next full pay period following NAF HLF's receipt of the check-off authorization.

Section 3: Payroll Deductions for COPE

NAF HLF shall provide for payroll deductions for COPE on behalf of employees who authorize such deductions in writing. The Guild will provide employees with information pertaining to the Committee on Political Education (COPE) to help them decide whether to participate or not.

Section 4: Indemnity

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

Article 3: Job Security, Layoff, Discipline & Discharge

Section 1: Just Cause

There shall be no discipline or discharge of non-probationary employees without just cause.

Section 2: Discipline Timeline

Discipline shall be applied progressively by the NAF HLF except in the case of gross misconduct, and shall be applied within 15 working days of the event(s), or the discovery of the event(s) giving rise to the discipline. Progressive discipline shall be defined as a verbal warning, a written warning, a final written warning, and termination of employment.

Section 3: Notification

The Guild shall be notified in writing within 24 hours of any discipline or discharge. Any discipline not recorded in this format is not valid or enforceable.

Section 4: Time Limits

If no other discipline has been received, notices of discipline shall not be considered for purposes of progressive discipline after 12 months after issuance.

Section 5: Termination

Employees who are terminated will receive two weeks pay upon signing a severance agreement, except for employees discharged for gross misconduct, or willful disregard of duties.

Section 6: Layoff

NAF HLF shall notify the Guild in writing at least 30 business days prior to any proposed reduction in force. The NAF HLF will specify the job title and number of employees affected. During the first 20 working days of the notice period, the NAF HLF will meet with Guild representatives to discuss the economic justification for the layoff and possible alternatives to a reduction in force. If alternative options to the reductions cannot be reached, employees shall be laid off in reverse order of seniority within job classification. In the event that multiple employees have the same date of hire, NAF HLF may consider job performance and previous disciplinary action to determine the order of layoffs. Laid off employees shall be entitled to severance pay and benefits in accordance with Article 3, Section 8.

Section 7: Recall

Laid-off employees shall be placed on a rehiring list for a period of one year from their layoff date. Employees shall be recalled from layoff in order of seniority within job classification. When laid off employees share the same level of seniority, consideration may be given for their record of performance at NAF HLF. Employees shall be notified by one email to last known email address and one phone call to last known phone number of NAF HLF job openings they are qualified to perform. Employees shall have three working days to respond to the recall notification before the NAF HLF offers the position to the next qualified employee. Upon responding positively to the notice within three working days, the laid off employee shall be recalled back to work.

Section 8: Severance for Laid-off Employees

Full-time laid-off employees shall receive the following severance:

6 months to 1 year of employment	1 week pay OR 1 month COBRA
1 to 5 years of employment	2 weeks pay AND 2 months COBRA
5 to 10 years of employment	3 weeks pay AND 3 months COBRA
10 or more years of employment	4 weeks pay AND 4 months COBRA

Article 4: 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 Definition and Initiation

A grievance means a dispute or controversy arising out of or involving the interpretation, application, administration or alleged violation of this Agreement, except as explicitly excluded from this Article. Working days under this article are defined as Monday through Friday, unless there is a contractual holiday within those days.

Step One: Grievances shall be filed in writing by a representative of the Guild with the grievant's direct supervisor and Human Resources within 15 working days after the occurrence, or within 15 working days after the grievant or Guild become 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 approximate date(s) on which the action(s) occurred, the provision(s) of this Agreement that the Guild contends have been violated, and the remedy sought. Efforts to adjust grievances shall be made on NAF HLF work time within reason.

There shall be a meeting between a Guild steward, the grievant and the NAF HLF-designated management representative(s) within 15 working days of the receipt of the written grievance. NAF HLF shall respond in writing to the Guild steward within 15 working days of this meeting. If NAF HLF does not provide a written response within that time, or if the Guild contests the response, the Guild may move the matter to Step Two.

Section 3: Next Action Steps

Step Two: If the matter is not resolved at Step One, the Guild may move the matter to Step Two of the grievance process by notifying HR in writing within 15 working days of the employer's response to Step One. There shall be a meeting between a Guild representative, a shop steward, the grievant, and up to two NAF HLF managers within 15 working days of receipt of the Guild's appeal to Step Two. The employer shall respond in writing within 15 working days of the Step Two meeting. If the employer does not respond, or if the Guild contests the response, the Guild may move the matter to arbitration.

Section 4: Arbitration

Any matter involving the interpretation, application, administration or alleged violation of this Agreement (except renewal of this Agreement), including the question of whether or not a matter is arbitrable, that is not satisfactorily settled in the meeting provided by NAF HLF as described in Step Two may be submitted to final and binding arbitration by either party within 30 working days of the meeting described in Step Two. 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. The parties may also agree to extend this period to permit further investigation, discussion, and negotiation for resolution.

If, on initiation of arbitration, the parties cannot agree on an 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 NAF HLF employees who are witnesses - or attorney's fees). Failure to file a grievance in a timely fashion in one instance shall not preclude filing on a similar issue which occurs subsequently.

Section 5: Extension of Time Limits

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

Article 5: Job Descriptions

Section 1: Provision of Job Description

NAF HLF will provide each employee, whether a new hire or an existing employee who has been promoted, within one week of the employee's start date, a job description of the duties and responsibilities which the employee is expected to perform. A copy of the job description will be maintained in the employee's personnel file.

Section 2: Revision of Job Description

The job description will be reviewed and updated every three years and at the employee's request to their supervisor if there are significant changes to responsibilities or role.

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 NAF HLF's finalization of the revised description. NAF HLF retains the right to establish positions and define and revise job descriptions as needed to carry out the work of the organization.

Article 6: Scheduling

Section 1: Coverage priority

Coverage of the Hotline phones by Hotline Intake Counselors must be maintained during Hotline operating hours. Hotline Intake Counselors may request a preferred schedule, however coverage of the Hotline phones during all operating hours will take priority. Decisions about scheduling and coverage shall be at management's discretion, except as modified herein.

Section 2: Full Time Hotline Intake Counselor Scheduling Requirements

- A. All full-time Hotline Intake Counselors will be expected to work at least two weekend days per month.
- B. An employee shall not be scheduled within 12 hours of their previous work shift without prior consent of the employee. This does not prevent an emergency request for phone coverage if a scheduled employee is unexpectedly absent.
- C. Hotline Intake Counselors who regularly work the 3 p.m. – 11 p.m. shift are eligible for a pay differential. If a HIC wishes to switch from a regular 3 p.m. - 11 p.m. shift to a different shift, the request must be made 30 days in advance of the desired change and approval of management is required. HICs not regularly working the 3 p.m. - 11 p.m. shift will be required to work no more than 40 hours per month of an evening shift.
- D. Exceptions to these requirements for reasons of health, childcare, or school may be provided by the written approval of management. Documentation must be provided by the employee.

Section 3: Part-Time Scheduling Requirements

Part-Time Hotline Intake Counselors must sign and abide by the Part Time Staff Scheduling Agreement.

- A. Part-Time HICs must work a minimum of eight hours per week, unless a previous agreement has been made with management. They may not work over 29 hours per week, in order to maintain Part-Time status.
- B. Part-Time staff are responsible for supplying their availability for the next month by the 23rd of each month, unless management has already approved their absence from the schedule for the upcoming month.
- C. If the Part-Time HIC does not respond with the requested scheduling information within five working days, the staff person will receive a notification that a non-response may result in *job abandonment*.
- D. Employees have 48 hours to respond to the *job abandonment* notification.

- E. Failure to provide a timely response to the *job abandonment* notification will result in termination of employment.

Section 4: Exempt Employee Scheduling Flexibility

It is an expectation that exempt employees may occasionally work in excess of, or less than, their regularly scheduled shift, depending on the needs and completion of their workload. In the event that an exempt employee needs to adjust their schedule within the week (i.e., an employee works on a day for which they are not regularly scheduled and takes off a different day that week), employees are expected to coordinate with their team in advance of any such changes or adjustments to their schedule.

Section 5: Floating Case Manager (FCM) Scheduling

All efforts will be made to staff the FCM line for the duration of the Hotline operating hours. Decisions about scheduling and coverage for the FCM team will be led by the FCM team with approval from the Assistant Director. Effort will be made to ensure equitable distribution of hours across the FCM team but coverage of the FCM line during all operating hours will take priority.

Section 6: Regional Case Manager (RCM) Hours

Regional Case Managers will ensure their office hours span a minimum of six hours, including a paid lunch break, of the eight-hour workday. Office hours will be held within the normal working hours of the member facilities from 8am - 6pm

Article 7: Attendance

Section 1: Regular Attendance

Bargaining unit employees play an important role in the success of the NAF Hotline Fund. Regular and timely attendance is an expectation of performance for all NAF Hotline Fund (NAF HLF) employees. In the event an employee is unable to meet this expectation, the employee must notify their supervisor of any changes to their typical schedule.

Section 2: Notification

Employees are expected to follow departmental notification procedures if they will be late for work, will be leaving early, will not be at work, or are requesting planned time away from work. At the time of notification, the employee must notify their supervisor the reason for their absence

(e.g. accrued time off, jury duty, or FMLA) in order to ensure appropriate tracking of leave utilization and absenteeism.

Whenever possible, supervisors will notify employees via email or in-person meeting prior to any disciplinary action to discuss proactive solutions to any attendance issues. Incidents of not following the departmental notification procedures will be addressed in accordance with Article 3.

Section 3: Planned Absence

When planning future time off of work, the employee must submit a time-off request as far in advance as possible. Any time off approved in advance by the employees' supervisor will not be used for the purposes of progressive discipline. This includes the use of accrued sick time for planned medical appointments.

Section 4: Unplanned Absences and Tardies

Employees have the right to take unplanned time off work in accordance with the DC Sick and Safe Leave Act. If an employee is unable to report for work or will be late for work, they are required to notify their supervisor before the start of their workday or as soon as possible, if exigent circumstances prevent prior notice. An unplanned absence refers to a single failure to be at work for at least half of the employee's scheduled shift and may cover consecutive days when an employee is out for the same reason. An unplanned tardy refers to when an employee arrives more than 20 minutes past the start of their work shift, or leaves any time before the end of their work shift, without prior approval. Once accrued hours protected under the DC Sick and Safe Leave Act are exhausted, all future unplanned absences will be counted as occurrences under this policy. The DC Sick and Safe Leave Act provides for up to 40 hours of unplanned sick and safe paid leave per year.

Occurrences will be tracked over any 12-month period and will result in progressive discipline, as follows:

1 unplanned absence = 1 occurrence

2 unplanned tardies = 1 occurrence

6 occurrences = **Verbal Warning**

8 occurrences = **Written Warning**

11 occurrences = **Final Written Warning**

14 occurrences = **Termination**

Section 5: Grace Period

An occasional grace period to the start of the work day will be considered to account for transportation issues and emergencies. These occasional grace periods will not count towards tracking occurrences towards progressive discipline.

Section 6: No Call No Show

Each occurrence of No Call/No Show will be treated as a separate occurrence. One no call/no show will result in a written warning; two no call/no shows will result in a final written warning; and three no call/no shows in any 12-month period will result in termination of employment.

Section 7: Holiday Call-Outs

If any employee calls out of work the day before, the day of, or the day after a holiday, the employee's supervisor has the discretion to determine whether to count the incident as a regular occurrence or two occurrences, after the employee has exhausted the use of unplanned sick hours protected by the DC Sick and Safe Leave Act.

Article 8: Evaluation

Section 1: Annual Reviews

NAF HLF 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. NAF HLF employees will receive a formal annual performance evaluation by their supervisor, reflecting the employee's success and effectiveness at meeting the duties in their job description and their goals. For Direct Service Staff, the annual review process will begin with observations by a supervisor of some of the employee's calls. For all employees, the annual review will include a written self-evaluation by the employee, a written evaluation by the supervisor, and a meeting between the supervisor and employee to review and discuss the feedback. The results of the performance evaluation will be included in the employee's personnel file.

An employee has the right to submit a written response to an annual review within two weeks of the completion of the process, and that written response shall be included in the employee's personnel file. The contents of the annual review shall not be subject to the grievance/arbitration process described in Article 4.

Annual reviews shall occur during the final quarter of each year, regardless of employee's date of hire.

Section 2: Probationary Period Review

All new employees will receive a formal performance evaluation at the conclusion of the probationary period.

Article 9: Professional Development

Section 1: Employer-required training

NAF HLF shall pay the expenses of any training it deems necessary for employees' performance and requires employees to participate in. Time spent at employer-required trainings shall be considered regular work time.

Section 2: Employee-initiated training or education

NAF HLF 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 NAF HLF and help them make a long-term commitment to working at the organization.

Each year during the annual review process, each employee will work with their supervisor to develop a plan to meet their personal and professional development goals during the course of the year, and which will be reviewed as part of the employee's next annual review. Only time spent in NAF HLF-approved professional development activities counts as work time.

NAF HLF will offer up to \$500 per employee per year, to cover the costs of NAF HLF-approved professional development activities. This benefit does not roll over from one year to the next.

To be eligible for professional development funding, the employee must be a full-time bargaining unit employee beyond their probationary period.

NAF HLF will advise the Labor Management Committee about the level of usage of professional development funds on a quarterly basis.

Article 10: Seniority

Section 1: General

An employee's seniority date shall be the employee's first day of work with NAF HLF, as either a bargaining unit or non-bargaining unit employee. Except as provided below, employees shall retain their original seniority date only while continuously employed by NAF HLF. For purposes of this provision, employees shall be deemed continuously employed by NAF HLF while on

approved paid leave of absence from NAF HLF, while employed by NAF HLF in a non-unit position, or while employed by the National Abortion Federation.

Section 2: Former Employees

Former employees who return to employment in a unit position will be deemed new hires for purposes of seniority date and probationary period, unless their date of return falls within nine months of their date of departure.

Section 3: Continuing Employees

Seasonal employees who are hired to continue as regular full- or part-time employees shall have a seniority date retroactively from the start of their initial date of hire. Seniority dates for previously seasonal employees will be based on the amount of hours worked. Each 40 hours worked will count as one week of seniority.

Section 4: Retroactive Action

Employees whose status changes from part time to full time or full time to part time shall maintain their original date of hire upon which their compensation will continue to be based.

Section 5: Communication with Guild

NAF HLF shall provide the Guild with a seniority roster every February 1. The roster shall include all employees covered by this Agreement and list their beginning date of continuous employment.

Article 11: Hiring Internal Applicants

Section 1. Notification

NAF HLF shall notify all employees, by email or similar method, of any vacancy in an existing or newly created position it intends to fill. NAF HLF may also advertise entry level positions externally at the same time they are posted internally. NAF HLF may advertise non-entry level positions externally after they have been posted internally for five working-days.

Section 2: Application Period

All internal applicants shall receive written notification of whether or not NAF HLF will be interviewing them for the position. If a qualified current employee applies for a position, then the employee shall be given preference in the interview schedule over external applicants, unless the current employee is unavailable. This notification shall be sent to all internal applicants prior to any interview being conducted. If NAF HLF declines to interview an internal applicant, this notification shall contain a brief summary of reasons the employer has declined to interview. The

employee shall have the option of scheduling a meeting to further discuss these reasons. This meeting must be held within five working days of request.

Successful applicants shall be chosen based on their qualifications, such as experience, skill, and job-related knowledge. Qualifications for a position shall be determined by NAF HLF. Where in NAF HLF's judgment the qualifications of an internal applicant and an outside applicant are substantially equal, NAF HLF shall award the position to the internal bidder. Where NAF HLF is deciding between two internal applicants whose qualifications, in NAF HLF's judgment, are substantially equal, seniority shall be given primary consideration. Where NAF HLF is deciding between an Operations Staff and a Direct Service staff, whose qualifications are substantially equal, Operations staff will be given primary consideration for Coordinator positions.

If an employee is not awarded a position, upon request, NAF HLF will meet with the employee and, at the employee's option, a representative of the Guild to discuss the reasons for non-selection. This meeting must be held within 10 working days of request.

Article 12: FLSA Non-Exempt Employees and FLSA Exempt Employees

Section 1: Full-Time Employees

Full-time employees are those who are employed to work a minimum of 40 hours per week including a one-hour paid lunch break. Full-time employees are salaried and are eligible for all currently available benefits (e.g., paid leave).

Section 2: Part-Time Employees

Part-time employees are those who are employed to work a stated portion of the workweek, but who are regularly scheduled to work less than 30 hours/week. They may be salaried or hourly. As a matter of policy, the NAF Hotline Fund requires hourly employees to commit to a work schedule of a minimum of eight hours per week. Exceptions may only be granted by the Human Resources Department.

Section 3: FLSA Classification of Positions

Employees at the NAF Hotline Fund fall into one of two groups: exempt or non-exempt. Exempt staff are labeled as such because they are exempt from the overtime and minimum wage provisions of the Fair Labor Standards Act ("FLSA"). Non-exempt staff are covered by (not exempt from) the overtime and minimum wage provisions of the FLSA. In all cases, classification of an employee as exempt or non-exempt is based on the legal standards set forth by the FLSA and applicable state law. New employees will be advised of their employment

classification. If an employee believes that their position has been misclassified, they should notify Human Resources department immediately.

A. Exempt Staff

“Exempt staff” includes all professional staff and other salaried employees meeting the guidelines of the Fair Labor Standards Act and applicable state law. Exempt staff are not eligible for overtime pay.

B. Non-Exempt Staff

“Non-exempt staff” includes all employees other than those designated “exempt staff”. Non-exempt staff are eligible for premium overtime pay in accordance with the Fair Labor Standards Act or applicable state law. No overtime hours may be worked without approval in advance, in writing, by the employee’s supervisor. Non-exempt staff are required to maintain and submit accurate timesheets, recording their time worked each pay period.

Article 13: Wage Structure

Section 1: Starting Salaries

- A. Starting salaries for entry-level full-time staff shall be \$40,000 per year.
- B. Starting salaries for entry-level part-time staff shall be the hourly equivalent of \$40,000 per year.
- C. After 90 days of employment with the NAF HLF, the salary for entry-level staff shall be increased to \$42,000, or the hourly equivalent for part-time employees.
- D. Starting salaries for Coordinator I and Hotline Lead positions shall be \$47,000 per year, or the hourly equivalent for part-time employees.
- E. Starting salaries for Coordinator II and the Case Management Team (RCM, FCM) shall be \$51,000 per year.
- F. Upon promotion, employees will receive the salary that reflects the starting salary of the new position as well as the years of employment with the NAF HLF, in accordance with Section 4.

Section 2: Annual Increases

- A. Annual increases for all staff take effect on January 1.
- B. Annual increases shall be three percent of the employee’s current salary starting January 1, 2021.

Section 3: Salary Differentials

- A. NAF HLF employees working the 3pm-11pm shifts will receive a salary differential for the hours between 7pm-11pm equal to \$1.50 per hour.
- B. NAF HLF employees working weekend days will receive a salary differential equal to \$1.50 per hour. No pyramiding with overtime pay shall be allowed.
- C. Direct Service Staff with professional Spanish language capacity will receive a salary differential of \$2,000 to their post-probationary starting salary.

Section 4: Seniority Rider

- A. As of January 1, 2020, employee salaries shall be adjusted to reflect the post-probationary starting salary for the position, as well as seniority recognition for years of employment with the NAF HLF.
- B. Seniority recognition shall be calculated as a percentage of no less than three percent of the post-probationary starting salary from Section 1 (including Spanish language differential if applicable) for each year of employment, up to ten years.
- C. This will also be distinct from, and in addition to annual increases or salary differentials as applicable.

Section 5: Retention

- A. On January 1, 2022, full-time NAF HLF employees who have worked a consecutive 24 months for the NAF HLF shall be eligible to receive a one-time retention bonus of \$1,000.

Article 14: Paid Time Off

Section 1: Introduction

For any type of leave, except in the case of holidays, employees must first contact their supervisor for approval. In the case of illness or emergency absences, the employee should notify their supervisor in accordance with Article 7.

Section 2: Paid Holidays

NAF HLF observes the following holidays: New Year's Day, Martin Luther King, Jr. Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Indigenous People's Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve, and Christmas Day. Other paid holidays may be granted at the discretion of management.

Section 3: Vacation

Vacation days begin to accrue on the employee's first day of work. Employees are not eligible to use paid vacation time before completing the 90-day Probationary Period of employment, unless given prior authorization by their supervisor. When an employee transitions from part-time status to full-time status, the day of that transition is the first day of full-time employment for purposes of vacation accrual. Annual leave for full-time employees accrues at the end of each pay period according to the following schedule:

Years of service	Rate of accrual	Maximum Accrual per year
0-1	3.33 hours per pay period	10 days
2-4.99	5.33 hours per pay period	16 days
5 years+	7.33 hours per pay period	22 days

Part-time salaried employees working 20 or more hours per workweek shall be granted vacation on a pro rata basis. Employees working less than 20 hours per workweek and NAF Hotline Fund employees working on an hourly basis are not eligible to accrue vacation.

Unused vacation time may be carried over from one calendar year to the next, not to exceed a maximum of 40 hours, unless specifically approved in writing by HR. Upon termination, employees will be paid for any earned but unused vacation time. Employees who leave for any reason prior to the end of the probationary period are not entitled to payment for unused vacation time.

Employees may not take vacation time in advance of accrued days, unless authorized in writing by the employee's supervisor.

Section 4: Sick and Safe Leave

Sick and safe leave with pay will be granted to full-time employees at the rate of one day per month worked. Such leave will accrue from the date of employment and may be accumulated to a maximum of 90 days. Part-time salaried employees working 20 or more hours per week are entitled to sick leave on a pro rata basis.

Sick and safe leave with pay will be granted to part-time employees working fewer than 20 hours per week, and all other hourly employees, at the rate of one hour per every 43 hours worked. Such leave will accrue from the date of employment, may be accumulated to a maximum of five days per year, and may be carried over to the following calendar year to a maximum accrual of

90 days. Sick and safe leave for all employees may be used after 90 days of service, or with prior authorization by the employees' supervisor.

Sick and safe leave may be used for personal illness and to care for ailing children, spouses, or other family members dependent on the employee for care, and shall include time off for medical and dental appointments that cannot be made outside working hours.

It also may be used for absences associated with stalking, domestic violence, or sexual abuse or for any other purpose authorized by the D.C. Accrued Sick and Safe Leave Act. Sick and safe leave of more than five consecutive work days may require a doctor's note or other appropriate certification.

Any sick leave taken in advance of accrued days will be considered leave without pay, unless authorized in writing by the employee's supervisor. Unused, accrued sick leave will not be paid upon termination of employment.

Section 5: Personal Leave

Full-time employees are permitted one day of absence with pay for personal reasons per year. Personal leave may not be carried over from one calendar year to the next. This time is to provide for religious holidays not observed by the NAF Hotline Fund and personal business that cannot be conducted outside of NAF's business hours, and is not to be considered additional vacation or sick leave. Part-time employees who work less than 20 hours per week and hourly employees of the NAF Hotline Fund are not eligible for personal leave. Salaried part-time employees who work more than 20 hours per week are eligible for personal leave on a pro rata basis. Accumulated personal leave will not be paid upon termination of employment.

Section 6: Birthday Leave

Full-time employees will be granted one additional paid day off during the month of their birthday. This is not to be deducted from the employee's accrued paid time off.

Section 7: Religious Observance

It is the NAF HLF's policy to support and cooperate with employees who practice diverse faiths and who want time off in observance of religious holidays not observed by NAF HLF. Supervisors are encouraged to support the use of flexible schedules, and approve Administrative Leave of up to three days annually in such circumstances. Employees with upcoming religious holidays should request approval from their supervisor at least 30 days in advance.

Section 8: Bereavement Leave

The NAF HLF offers up to five days of paid bereavement leave per event, which may be taken with prior approval of the employee's supervisor. Employees may take additional bereavement leave with prior approval of the supervisor. Bereavement leave is not charged against earned

leave. Part-time employees who work less than 20 hours per week are not eligible for the paid bereavement leave benefit. Bereavement will only be provided for those defined as a relative of the employee (please reference Appendix A for definition of relative).

Section 9: New Parent Leave

The NAF Hotline Fund will grant any employee who becomes a parent through the birth or adoptive placement of a child up to 16 weeks of unpaid New Parent leave to bond with the child during the first year after the birth or adoptive placement. This leave runs concurrently with any other family leave rights the employee may have under federal, state, or local law. Employees may apply other available paid benefits (including from governmental sources) to their New Parent leave.

The NAF Hotline Fund also provides a paid New Parent benefit. Full-time employees will be granted a New Parent income replacement benefit to close the gap between any benefits they receive from another source and their lost salary (or a percentage of their lost salary). Eligibility for this benefit will be calculated at the rate of one week of full or partial income-replacement benefit for each month of completed service, up to a total of 12 weeks of paid benefit. Part-time employees who are regularly scheduled to work less than 20 hours per week are not eligible for the paid New Parent income replacement benefit prior to using accrued vacation or sick leave, as elected by the employee. Employees with combined paid leave benefits exceeding 16 weeks may not extend their period of baby bonding leave beyond 16 weeks except with the prior approval of the employee's supervisor and HR, unless entitled to additional leave by law. Periods of absence due to an employee's own medical condition, such as recovery from childbirth, do not count against the 16 weeks of New Parent leave, but the paid New Parent income replacement benefit may be used for an employee's absence due to recovery from childbirth.

Parents who are both employees of NAF HLF may only take a combined total of 16 weeks under DC FMLA in a 24-month period, or 12 weeks combined in a 12-month period under federal FMLA, for the birth, adoption, or placement of a child. Leave for birth and care, or placement for adoption or foster care must conclude within 12 months, beginning on the date of the birth or placement.

Section 10: Jury Duty

Employees will receive paid time off for jury duty, which is not to be deducted from the employee's accrued time off. Employees must notify their supervisor immediately upon receiving notice of jury duty and may be asked to provide a copy of the summons. Employees are expected to work any portion of the normal work-day that is not required to fulfill their jury obligation.

Section 11: Leave Donation Program

The NAF HLF will administer a Leave Donation Program, a voluntary and confidential program designed to relieve employees of the NAF HLF from the hardship of an extended absence from work when leave balances have been exhausted.

The Leave Bank will be funded through donations of paid time off by NAF HLF employees, for use by coworkers in need. Employees with an emergency need can apply to the Leave Donation Program. Leave donations are not tax deductible.

Section 12: Voting

All staff are encouraged to vote outside their regular working hours or to use flexible work scheduling to vote. When work scheduling or voting lines make this impossible, employees may take administrative leave with prior approval of the employee’s supervisor.

Article 15: Benefits

Section 1: Eligibility

Newly hired benefit eligible employees are eligible for benefits on the first day of the month following or coinciding with date of hire. Full-time employees who work at least 30 hours per week are eligible for the benefits included in this Article.

Section 2: Medical Insurance

NAF HLF has the right to change insurance carriers as long as the level of benefits is not reduced. The NAF HLF will provide individual health insurance coverage for all eligible employees under the following coverage matrix:

Plan Type	Employee Contribution	NAF HLF Contribution
CareFirst HMO	10% of premium – individual coverage 30% of premium – dependent coverage	90% of premium – individual coverage 70% of premium – dependent coverage
BlueChoice Advantage	10% of premium – individual coverage 30% of premium – dependent coverage	90% of premium – individual coverage 70% of premium – dependent coverage
CareFirst PPO	25% of premium – individual coverage 40% of premium - dependent coverage	75% of premium – individual coverage 60% of premium – dependent coverage

Section 3: Dental & Vision Insurance

NAF HLF will pay 90 percent of the premiums of dental and vision coverage to all eligible employees and 70 percent for their spouses/domestic partners and dependents.

Section 4: Life and Accidental Death & Dismemberment Insurance

NAF HLF will pay 100 percent of the premiums of Group Term Life and Accidental Death and Dismemberment (AD&D) insurance coverage to all eligible employees. Group Term Life and AD&D insurance will be equal to 1x Annual Earnings to a maximum of \$100,000.

Section 5: Disability Insurance

NAF Hotline Fund will offer eligible employees Long Term Disability Insurance at no cost to the employee.

Section 6: Retirement Plan

NAF Hotline Fund provides employees with a retirement program. Full-time employees may participate in the program through voluntary contributions (salary reduction) through payroll deduction from the first day of employment. Employees are 100 percent vested at the time of eligibility for contributions. For full-time employees who have completed one year of service, the NAF Hotline Fund will make regular contributions based on a percentage of salary (currently 4 percent after 12 months, 5 percent after 24 months, 6 percent after 36 months, and 7 percent after 48 months and thereafter).

Section 7: Flexible Spending Programs

NAF Hotline Fund will offer Health Care and Dependent Care Flexible Spending Accounts (FSA) to all eligible employees.

Section 8: Metro Passes

NAF Hotline Fund offers employees the opportunity to elect certain pre-tax Metro and parking deductions, consistent with IRS regulations.

Article 16: Access to Personnel Files

Section 1: Maintenance of Files

Human Resources shall maintain personnel records, which include an employee's application, cover letter, resume, pre-employment material, and all pertinent documents concerning the employee's employment record, job description, compiled performance evaluations and documentation of disciplinary action or changes in employment status.

Section 2: Confidentiality of Files

The Guild and NAF HLF reaffirm their commitment to maintain optimum confidentiality for employee personnel records. The parties, moreover, appreciate that the privacy of employee records would be impaired by improvident access to and/or duplication or publication of materials or information contained in employee personnel files. Consistent with these concerns, the Guild agrees that it will be judicious in requests for access to, or copies of, materials in individual employee personnel files. In addition, the Guild will handle all such materials with an abiding respect for the need to maintain optimum confidentiality of personally identifiable information, balanced against its obligation as a bargaining representative to process grievances and administer the Agreement.

Section 3: Guild Access to Files

When reasonably required in the judgment of a Guild representative, to administer the Agreement or to process a grievance, Human Resources will make available for review and furnish copies to the Guild representative all, or designated, materials in an individual employee's personnel file.

Section 4: Employee Access to Files

An employee has the right to access their official personnel file within five working days of a written request by the employee to HR. The employee shall access any material that is put into their official personnel file on-site at NAF HLF, and shall receive a copy of any material related to discipline or job performance. An employee has the right to respond in writing to any material in the employee's official personnel file. The employee has the right to have their written response to any material related to discipline or job performance in the official personnel file attached to the material.

Article 17: Payment of Work-Related Expenses & Reimbursements

Section 1: Expense Reimbursement

NAF Hotline Fund maintains policies to minimize the extent to which employees must cover work-related expenses for reimbursement later. Additional information is provided in the administrative manual.

Section 2: Travel

For expenses related to travel for NAF HLF business, NAF HLF maintains a system whereby employees receive prior approval and charge NAF HLF directly for those costs. Details about the process and timelines for this system are set out in the Administrative Manual. If an employee directly incurs expenses for approved travel, lodging, or meals in the course of job duties, employees may submit for reimbursement of reasonable expenses pursuant to the process

outlined in the Administrative Manual. Requests for reimbursement should be submitted with receipts/records by employees within 30 days of return of travel.

Section 3: Other Work-Related Expenses

Employees who directly incur reasonable work-related expenses (e.g., materials for trainings) may submit for reimbursement according to the policies laid out in the Administrative Manual.

Article 18: Labor Management Committee

Section 1: Definition of Labor-Management Committee

A joint Labor-Management Committee will be established of two representatives chosen by the Employer and two representatives chosen by the Guild. 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 concern to either party.

Article 19: Management Rights

Section 1: List of Management Rights

Except as modified or restricted by this Agreement, all statutory and inherent managerial rights and functions are retained and vested exclusively in the Employer, including, but not limited to, the rights:

- to determine the number of Employees to be employed and to hire Employees, determine their qualifications, and assign and direct their work;
- to determine the number, location and operation of departments, divisions, and all other units of the Employer;
- to maintain the efficiency of the organization including to determine the methods, means, personnel, and facilities by which operations are conducted;
- to set the starting and quitting time and the number of hours and shifts to be worked;
- to set standards of productivity and/or the services to be rendered;
- to close down, or relocate the Employer's operations or any part thereof or to expand, reduce, alter, combine, assign, or cease any job, department, operation, or service;
- to control and regulate the use of facilities, equipment, and other property of the Employer;
- to introduce new or improved research, service, materials, and equipment;

- to introduce new or improved methods of evaluations of products, services, and Employees;
- to reprimand, suspend, discharge, or otherwise discipline Employees for just cause;
- to promote, demote for just cause, layoff, recall to work.

Section 2: Right to Exercise Rights

The employer's failure to exercise any right hereby reserved to it, or the Employer's exercise of any such right in a particular way, shall not be considered a waiver of the Employer's right to exercise such right or preclude it from exercising the same in some other way not in conflict with the provisions of this Agreement.

Article 20: Harassment Policy

Section 1: Harassment

The NAF Hotline Fund is proud of our tradition of providing a work environment in which all individuals are treated with respect and dignity. Discrimination against or harassment of employees or applicants on the basis of race, color, sex (including pregnancy status), national origin, alienage or citizen status, religion, age, physical or mental disability, veteran status, sexual orientation, marital status, personal appearance, family responsibilities, matriculation, political party affiliation, gender identity or expression, genetic information or any other legally protected characteristic is prohibited. In addition, as a mission-driven organization, the NAF Hotline Fund is committed to providing a safe and inclusive environment, even where that means prohibiting inappropriate workplace behaviors that may not rise to the level of legal violation.

The NAF Hotline Fund's policy against harassment is intended to protect all employees, including where the harassment is committed by third parties whom NAF Hotline Fund employees encounter on the job, such as members, consultants, or vendors. This policy applies while working or part of a work assignment, at work-related or sponsored functions, and while traveling on work-related business, whether on or off NAF HLF premises. All employees are expected to abide by the policy with respect to their own conduct – whether interacting with NAF/NAF Hotline Fund individuals or others.

Harassment (both overt and subtle) is a form of employee misconduct that is demeaning to another person and undermines the integrity of the employment relationship or otherwise compromises the working environment. Harassment can take many forms. Some examples of impermissible behavior include:

- Using racially biased epithets,

- Referring to foreign-born individuals using derogatory stereotypes,
- Making fun of an individual's religious beliefs,
- Making jokes implying that a person's age makes him or her less capable than younger workers, or
- Intentionally using a name or pronouns in reference to a person that are contrary to the person's known self-identification.

Other examples of prohibited harassment include:

- Engaging in threatening, intimidating, or hostile acts based on a legally protected characteristic, or
- Displaying or circulating in the workplace written or graphic material that denigrates or shows hostility or aversion toward an individual or group based on a legally protected characteristic such that a reasonable person might find it to be offensive.

It is important to keep in mind that a power and/or privilege imbalance between two individuals may make it difficult to accurately assess whether the conduct is welcome or not and can also factor into an assessment of whether the conduct is reasonably regarded as harassment.

Sexual harassment also is illegal and contrary to the policy of the NAF Hotline Fund. The NAF Hotline Fund strives to foster a work environment free of sexual discrimination, intimidation, exploitation and insult. Anyone, regardless of gender or sexual orientation, can commit a violation, and anyone, regardless of gender or sexual orientation, can be the subject of harassment. Harassment can happen between colleagues, from a senior individual to a more junior individual, or from a junior individual to more senior individuals.

The NAF Hotline Fund prohibits any employee from making unwelcome and unsolicited sexual advances or engaging in other verbal or physical conduct of a sexual or gender-biased nature, when an individual's submission to that conduct is made explicitly or implicitly a term or condition of that individual's employment, or when that conduct creates an intimidating, hostile or offensive working environment.

Examples of more sexual conduct prohibited by this policy include, but are not limited to:

- Engaging in unwelcome sexual flirtations, advances or propositions;
- Touching a coworker inappropriately;
- Displaying sexually suggestive objects or pictures in the workplace (excluding those required by the nature of our work in abortion care);
- Engaging in derogatory stereotypes about members of a particular gender;

- Telling obscene jokes or making sexually suggestive gestures or comments;
- Discussing sexual activities;
- Making sexually derogatory remarks or graphic verbal comments about an individual's clothing or body;
- Making unsolicited comments about people's bodies and their gender-expression;
- Accessing pornographic Internet sites while in the workplace;
- Ogling; and
- Offering job advantages in return for sexual favors.

Sexual harassment is a form of sex discrimination. It can take many forms, including physical contact, verbal comments, written communications, or other conduct. Sexual harassment does not have to be sexual in nature; non-sexual contact, comments, or conduct can still – depending on the circumstances – create an uncomfortable, intimidating, offensive, or harassing and discriminatory environment or experience. Discrimination can affect any aspect of employment, including hiring, firing, pay, job assignments, promotions, or any other term or condition of employment.

Section 2: Complaint, Investigation & Resolution Procedures

Any person who believes that they are a victim of any type of discriminatory conduct, including sexual or other forms of harassment, or of workplace violence, or of unprofessional conduct, or who witnesses or otherwise believes that another NAF Hotline Fund employee has been the victim of such treatment, should follow the grievance procedure in Article 4.

Section 3: Confidentiality & Anti-Retaliation Protections

The NAF Hotline Fund prohibits any kind of retaliatory act against an individual who has complained in good faith about discrimination, workplace violence, perceived unlawful behavior, or unprofessional conduct, or who provided information as a witness in the investigation of such a complaint, or who otherwise engaged in any other legally protected conduct (either internally or to an appropriate governmental authority). Retaliatory acts include any materially adverse action taken because an individual has in good faith made a complaint under this policy, assisted another in making such a complaint, participated in an investigation of a complaint, or engaged in other protected activity, if such action would be likely to dissuade a reasonable employee from stepping forward or speaking up. Employees who have concerns about retaliation outside of a pending investigation should utilize the grievance procedures detailed in Article 4.

Article 21: Miscellaneous Provisions

Section 1: Inclement Weather Policy

NAF HLF will be considered “open” during normal operating hours on all regular business days. Therefore, employees should presume that they are required to report to work at their regularly scheduled times even during inclement weather, unless the DC office is closed. If, however, an employee believes the weather conditions make their trip to work hazardous, they may opt to stay at home. Employees should notify their supervisor as soon as possible that they will not be coming to work due to the weather. The employee’s absence will be charged against their accrued annual leave or, if none is accrued, as leave without pay. Reasonable exceptions and use of admin time may be approved by the employee’s supervisor, particularly when telework options are not available.

NAF HLF follows the U.S. Office of Personnel Management (OPM) in determining whether to dismiss or close the DC office. Employees can find federal government office closure information at www.opm.gov. If OPM announces a closure or delay of federal offices due to inclement weather, employees will not be charged leave for this time, nor do the hours need to be made up.

In the specific instance in which OPM announces that federal offices are “open - XX hour(s) delayed arrival - with option for unscheduled leave or unscheduled telework”:

- The NAF HLF DC office will follow OPM. Delayed arrival means that employees are authorized to arrive at the office between their normal starting time and the delayed arrival time of no later than 11 a.m., as weather allows (for instance, if the delay is two hours, and an employee ordinarily arrives at 7 a.m., then they may arrive between 7am - 9am; however if the delay is two hours, and the employee ordinarily arrives at 10 am or later, the employee will be expected no later than 11 am).

In the event that OPM guidance is no longer available, the Labor Management Committee will meet to discuss revising the inclement weather policy.

Section 2: Workplace Violence

It is the policy of the NAF HLF to promote a safe environment for their employees. The NAF HLF is committed to working with their employees to maintain a work environment free from violence, threats of violence, harassment and intimidation. Violence, threats, harassment and intimidation in the workplace will not be tolerated. Such behavior can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm. Individuals who commit such acts may be removed from the premises and may be subject to disciplinary action (up to and including immediate discharge), criminal penalties, or both.

Article 22: Severability

Should any provisions of this Agreement be determined to be in violation of any federal, state, or local law or regulation, such determination shall not in any way affect the remaining provisions of the Agreement which shall remain in full force and effect. The parties shall negotiate such modifications as are necessary for compliance with law.

Article 23: Successorship

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

Article 24: Duration

This contract shall commence on the first day of January, 2020 and expire on the first day of January, 2023. At least 60 days prior to this expiration date, the Guild and NAF HLF shall initiate negotiations for a new contract to take effect on January 1, 2023. All of the terms and conditions contained in all articles and sections of this contract shall remain in effect until such negotiations are lawfully terminated. If such negotiations do not result in a new contract prior to January 1, 2023, the new contract shall be made retroactive to January 1, 2023.

National Abortion Federation Hotline Fund

Lois Ann Hancock Reynolds
12/17/19

WASHINGTON-BALTIMORE NEWS GUILD,
CWA LOCAL 32035

Lenne Kappeler 12/17/19

Mike Seaman 12/17/19

Charles Pitt 12/17/19

Roger Paul Cristale 12/17/19

Appendix A:

Family Member

An individual with any of the following relationships to the employee:

- a. Spouse, and parents thereof;
- b. Sons and daughters, and spouses thereof;
- c. Parents, and spouses thereof;
- d. Brothers and sisters, and spouses thereof;
- e. Grandparents and grandchildren, and spouses thereof;
- f. Domestic partner and parents thereof, including domestic partners of any individual in 2 through 5 of this definition; and
- g. Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

Immediate Relative

An individual with any of the following relationships to the employee:

- a. Spouse, and parents thereof;
- b. Sons and daughters, and spouses thereof;
- c. Parents, and spouses thereof;
- d. Brothers and sisters, and spouses thereof;
- e. Grandparents and grandchildren, and spouses thereof;
- f. Domestic partner and parents thereof, including domestic partners of any individual in 1 through 5 of this definition; and
- g. Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

Parent

- a. A biological, adoptive, step, or foster parent of the employee, or a person who was a foster parent of the employee when the employee was a minor;
- b. A person who is the legal guardian of the employee or was the legal guardian of the employee when the employee was a minor or required a legal guardian;
- c. A person who stands in loco parentis to the employee or stood in loco parentis to the employee when the employee was a minor or required someone to stand in loco parentis; or
- d. A parent (as described in the above subparagraphs) of an employee's spouse or domestic partner.

Son or Daughter

- a. A biological, adopted, step, or foster son or daughter of the employee;

- b. A person who is a legal ward or was a legal ward of the employee when that individual was a minor or required a legal guardian;
- c. A person for whom the employee stands in loco parentis or stood in loco parentis when that individual was a minor or required someone to stand in loco parentis; or
- d. A son or daughter (as described in 1-3) of an employee's spouse or domestic partner.

Domestic Partner

An adult in a committed relationship with another adult, including both same sex and opposite-sex relationships.

Committed Relationship

A relationship in which the employee, and the domestic partner of the employee, are each other's sole domestic partner (and are not married to or domestic partners with anyone else); and share responsibility for a significant measure of each other's common welfare and financial obligations. This includes, but is not limited to, any relationship between two individuals of the same or opposite sex that is granted legal recognition by a State or by the District of Columbia as a marriage or analogous relationship (including, but not limited to, a civil union).

For the Guild: _____ For NAF HLF: _____