
CONTRACT

between

WORKING AMERICA

and

WASHINGTON-BALTIMORE NEWSPAPER GUILD

TNG-CWA, AFL-CIO

June 1, 2019 through October 31, 2021

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PREAMBLE

The Agreement is between Working America, Community Affiliate of the AFL-CIO (Employer), a non-profit labor organization. and the Washington Baltimore Newspaper Guild (Union) chartered by The Newspaper Guild-Communications Workers of America as Local #32035, for itself and then on behalf of all employees described in Article 1.

ARTICLE 1 – RECOGNITION

Section 1

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

Accounting & Legal Administrative Assistant	Political Assistant
Accounts Payable Administrator	Political Associate
Administrative & Accounting Assistant	Political Associate and Data Scientist
Administrative and Accounting Specialist	Program and Development Associate
Administrative and Accounting Associate	Program and Development Specialist
Administrative Support Associate	Program and Political Associate
Assistant Data Administrator	Program and Research Associate
Campaign Communications Specialist	Program Assistant
Data Assistant	Program Associate
Development Manager	Senior Accountant
Digital Assistant	Senior Administration & Accounting Associate
Digital Communications Assistant	Senior Campaign Associate
Digital Communications Associate	Senior Campaign Communications Specialist
Digital Communications Organizer	Senior Communications Specialist
Digital Communications Specialist	Senior Controller
Executive Administrative Assistant	Senior Data Administrator
Field Communications Assistant	Senior Data and Analytics Manager
Field Operations Assistant	Senior Development Associate
Field Operations Specialist	Senior Development Specialist and Member Liaison
Field Payroll & Benefits Associate	Senior Digital Communications Organizer
Information Specialist	Senior Information Specialist
Information Technology Assistant	Senior Media Outreach Specialist
Job Developer	Senior Office Manager
Labor Project Specialist	Senior Online Organizer
Manager of Office Services	Senior Payroll Analyst
Marketing & Outreach/Member Benefit Associate	Senior Payroll & Benefits Manager
Media Outreach Specialist	Senior Political Associate
National Organizer	Senior Systems Administrator
National Recruitment Specialist	Senior Writer
	Social Media and Campaign Associate
	Social Media and Campaign Specialist

Office Manager
Office Manager (Bilingual)
Office Manager HQ
Online Organizer
Organizer 1
Organizer 2
Organizer 3
Payroll Assistant
Payroll Benefits Coordinator

State Program Director
Strategic Projects Coordinator
Systems Administrator
Technical Support Analyst
Video Editor
Writer

- b. If the Employer creates a new regular full-time position or a part-time position that the Union believes should be in the bargaining unit, the Employer will meet with the Union concerning inclusion of the position in the unit.
- c. The Employer and the Union agree that canvass staff (for example, Canvassers, Field Directors, Field Managers and Trainers), managerial, supervisory and confidential positions are not in the bargaining unit.
- d. Employer occasionally may operate a bilingual canvass project. In field offices where Employer is operating a bilingual canvass project, if the Office Manager is bilingual and has satisfied Employer's requirement for English and Spanish speaking and writing proficiency, they shall be entitled to a 10% salary increase for the duration of the bilingual canvass operation. Employer shall give the Union one (1) week verbal notice, where possible, on the start and termination of a bilingual canvass project.

Section 2

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

Section 3

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

Section 4

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

ARTICLE 2 - UNION SECURITY

Section 1

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

Section 2

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

Section 3

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

Section 4

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

ARTICLE 3 -- INFORMATION TO UNION

Section 1

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

Section 2

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

Section 3

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

Section 4

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

ARTICLE 4 – PROBATIONARY PERIOD, DISCIPLINE AND DISCHARGE

Section 1

- a) The probationary period for all new employees shall be six (6) months.
- b) Temporary employees or fixed-term employees hired to a permanent vacancy shall have a six (6) month probationary period with up to four (4) months credit toward the probationary period for time served as Temporary employee or fixed-term employee.
- c) Employees who are promoted to a new bargaining unit position, or transferred to a position in a different department, shall have a new three (3) month probationary period with a right of return to their former bargaining unit position during that probationary period. At or near the completion of two (2) months in the new position, the Employer shall make the employee aware of known performance deficiencies.

1. Right of return:

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

Section 2

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

Section 3

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

Section 4

In any investigatory meeting which might result in discipline or discharge, the employee shall be informed by the employer that they have the ability to have a steward or local union representative present. The Union will attempt to provide a representative as soon as possible, but in any event no longer than three (3) working days after notification to the Employee, unless the Employer agrees to a longer time period.

Section 5

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

Section 6

All written or verbal warning letters shall be removed from employees' personnel files twelve (12) months after issuance, except that notices of disciplinary suspension shall remain in the employees' personnel files until twenty-four (24) months after issuance, and notices of discipline for sexual harassment or other conduct in violation of the Anti-Discrimination and Anti-Harassment policy shall remain in the employee's personnel file permanently.

Section 7

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

ARTICLE 5 – SENIORITY

Section 1

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

Section 2

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

Section 3

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

ARTICLE 6 – HOURS

Section 1: Hourly Employees

a. Core Workweek

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

b. Overtime

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

Section 2: Exempt Employees

a. Core Workweek

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

b. Workload Evaluation

If an exempt employee feels that their workload is not manageable or that they are being assigned an unreasonable number of duties, then the Employer agrees to facilitate a meeting to evaluate the disputed workload. Upon the request of the employee, this

meeting will be held in no less than ten (10) working days with the immediate supervisor and, where necessary, Regional or National staff.

If not resolved in the preceding steps, the employee and at the employee's request, a Union representative shall meet and take up the matter with Working America's Chief of Staff or designee.

If the preceding steps do not satisfactorily resolve the matter, it may be grieved and arbitrated under Article 20 (Grievance Procedure) of this Agreement.

c. Compensatory Leave

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

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

- (2) Effective July 1, 2019, the Chief of Staff may award an exempt Employee up to one (1) additional day of compensatory leave per calendar quarter for extraordinary work performed above the minimally required weekly hours during the prior calendar quarter. To be considered for the additional day(s) of compensatory leave, employees will submit to the supervisor and the Chief of Staff a justification based on work performed for the previous calendar quarter for additional compensatory leave.
- (3) Use of compensatory leave shall be with prior approval of the employee's supervisor.
- (4) Compensatory leave may be used in hourly increments and must be used in the year in which it is earned or granted; it cannot be carried over from year to year. Requests for use shall not be unreasonably denied.
- (5) If an employee's employment with Employer ends, employees may cash out up to thirty-two (32) hours of unused compensatory leave. This will not apply to staff who are terminated for misconduct.

Section 3: Alternative Work Schedule

To assist permanent employees with work-life balance, the Employer and the Union recognize the value, desirability, and need for alternative work schedules and arrangements on a temporary ad hoc basis. The employee may work flexible hours by adjusting starting and quitting times, and timing and duration of lunch breaks, so long as the employer's operational needs and job requirements are met. Employees that desire a temporary ad hoc adjustment to their schedule will make such request to management as far in advance as practicable; such requests will be granted by management where consistent with operational needs. Requests for such arrangement will not be unreasonably denied. Existing alternative work schedules and arrangements will be maintained, subject to the Employer's operational needs.

Section 4: Alternative Start Time

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

Section 5: Unexpected Late Work Taxi Fare Reimbursement

Where an employee is unexpectedly required to work three (3) or more hours in the office beyond their normal work day schedule, and their departure time is beyond the schedule of the employee's mode of public transportation, employees shall be entitled to a one-way taxi fare reimbursement from the office to their home up to a maximum benefit of \$50.

ARTICLE 7—INCLEMENT WEATHER AND OTHER TEMPORARY OFFICE CLOSURES

Section 1: Inclement Weather and Other Temporary Office Closures

- a. For DC headquarters, the Chief of Staff shall determine the operating status with respect to office closing, delayed reporting and early departure times related to inclement weather or other temporary office closure conditions (to include safety conditions relating to travel to or work performed at DCHQ). In making this determination, the Chief of Staff will consider the federal government Office of Personnel Management (OPM) operating status.
- b. For Field offices, Senior management, in consultation with the Chief of Staff, shall determine the operating status with respect to closing, delayed reporting and early departure times related to inclement weather or other temporary office closing conditions (to include safety conditions relating to travel to or work performed at the office location). In making this determination, the Senior Management will consider the local city or county government operating status where the office is located.
- c. Employer shall communicate the operating status with employees as soon as possible either in-person or via email.

Section 2: Unscheduled Telework or Unscheduled Leave due to Operating Status

- a. For DCHQ employees, where the OPM operating status is closed or liberal leave is in effect, and the Employer's operating status is open, employees may use unscheduled telework, unscheduled leave (accrued but unused vacation or compensatory leave), or leave without pay.
- b. For Field offices, where the operating status of the local city or county government is closed or liberal leave is in effect, and the Employer's operating status is open, employees may use unscheduled telework, unscheduled leave (accrued but unused vacation or compensatory leave), or leave without pay.
- c. Employees must report use of unscheduled telework, unscheduled leave, or unscheduled leave without pay to their immediate supervisor no later than one (1) hour prior to the start of their scheduled work day, or as soon as possible where an announcement is made either less than one hour before the employee's start time or within one hour of an early departure.
- d. The use of unscheduled telework due to operating status shall not count against an Employee's telework balance.

Section 3: Pay

When Management declares the operating status of a Working America office is closed, delayed reporting or early dismissal, all employees in that office will be paid at their regular rate.

Section 4: Required work during inclement weather or other temporary office closures

- a. When the operating status of a Working America office is closed, employees in that office will not be required to telework unless:
 1. the operating status is closed for more than three (3) days due to inclement weather or other temporary office closures; or
 2. where the Employer has determined operational need exists.
- b. If an employee is required by management to stay at work due to an extreme work emergency and an early departure is in effect, the employee will be provided hotel accommodations and per diem if a safety-related condition exists, or at the employee's option, the Employer will pay for transportation home by a taxi or public transportation provided that it is less expensive than providing hotel accommodations.

ARTICLE 8 –VACATION

Section 1

1. Vacation leave shall be earned on an accrual basis for employees with less than five (5) years of service.
2. Employees with five (5) years or more of service shall receive their full vacation accrual for the year on January 1.
3. Employees earn vacation at the following rates:

a. Date of hire-3 years of service	twelve (12) days per year
b. Completion of 3 years to 8 years of service	seventeen (17) days per year
c. Completion of 8 years to 18 years of service	twenty-two (22) days per year
d. Completion of 18 years to 25 years of service	twenty-seven (27) days per year
e. Completion of 25 years of service	thirty-two (32) days per year

Section 2

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

Section 3

Vacation may be taken in hourly increments.

Section 4

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

Section 5

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

Section 6

For each calendar year, in addition to the carryover specified in Section 5 of this Article, employees with one (1) or more years of service shall be permitted to bank one (1) week of accrued and unused vacation each calendar year up to a maximum of eight (8) weeks. Such weeks may be taken in conjunction with the normal yearly accrual in order to provide an extended vacation period. Banked vacation days must be withdrawn in increments of five (5) days and used as normal vacation.

Section 7

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

Section 8

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

ARTICLE 9 - SICK LEAVE

Section 1

Employees accrue twelve (12) days of paid sick leave per calendar year at the rate of 1.85 hours per week.

Section 2

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

Section 3

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

Section 4

Once notice is given of voluntary or involuntary separation or layoff, more than five (5) sick leave days taken by the employee over the course of the remaining employment period requires medical documentation or the absence will be charged against vacation leave or compensatory leave.

Section 5

- a. A sick leave donation bank shall be maintained by the Employer for use by employees who meet the criteria for sick leave but who have exhausted all accrued vacation, sick and compensatory leave. All deposits to, or withdrawals from, this bank shall be in whole hour increments.
- b. Any whole hour increments of accrued and unused sick leave that is not carried over pursuant to section (3) will be placed in the sick leave donation bank. Employees may also donate their own accrued sick leave to the donation bank in whole hour increments. Each employee may use up to a maximum of 240 hours from the sick leave donation bank per calendar year.
- c. The Bargaining Unit members will administer the sick leave donation bank requests and may award an individual of the bargaining unit sick leave from the bank balance in whole hour increments. Upon request by the Union, the Director of Administration will inform the Union of the balance in the donation bank. The Union will notify the Director of Administration when the Bargaining Unit members award employees sick leave from the donation bank.

Section 6

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

Section 7

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

Section 8

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

Section 9

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

Section 10

The Employer reserves the right to request medical documentation where it has reasonable concern as to the need for the absence, the absence is longer than five (5) days, the absence is pursuant to Section 8 of this Article, or in connection with a return from sick leave.

Section 11

The Employer shall maintain a Long Term Disability policy.

ARTICLE 10--MISCELLANEOUS LEAVES

Section 1: Parental Leave

- a. Within the first twenty-four (24) months after the birth or adoption of a child during the Employee's employment with the Employer, employees who have at least nine continuous months of service with the Employer are eligible to take eight (8) weeks of paid leave. This leave need not be used consecutively, but the scheduling of any non-consecutive leave is subject to the prior approval of the employee's supervisor.
- b. No vacation, sick or compensatory leave will be earned or accrued during parental leave.
- c. Employees may use accrued but unused sick leave, vacation leave, donated leave from the Union sick leave bank or compensatory leave for parental leave purposes. For purposes of this provision only, employees need not show that they meet the criteria for sick leave in order to borrow from the Union sick leave bank.
- d. Employees may also take additional weeks of unpaid leave, which must be taken consecutively. If the employee has: (a) worked for Employer for at least one consecutive year prior to the leave; and (b) worked at least 1,000 hours in the year prior to the leave, any parental leave taken or requested under this section is added with any leave taken to care for a family member with a serious health condition to determine total family leave. Employees may take a total cumulative leave of sixteen weeks of total family leave within a twenty-four (24) month period for each birth or adoption event during the course of employment with the Employer.
- e. Where necessary to comply with state or local laws governing family leave, the Employer retains the discretion to offer additional leave to Employees covered by that state or local law.

Section 2: Parental Leave to attend School Meetings

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

Section 3: Emergency Personal Leave

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

Section 4: Compassionate Leave

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

Section 5: Jury Duty/Witness Leave

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

Section 6: Voting Leave

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

Section 7: Family and Medical Leave

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

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

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

ARTICLE 11: HOLIDAYS

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

ARTICLE 12 – WAGES

Section 1

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

Section 2

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

Section 3

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

ARTICLE 13 – INSURANCE

Section 1: Medical, Dental and Vision Insurance

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

Prior to the end of calendar year 2019, the Union and Employer agree to convene a committee to study possibilities for alternative health insurance and bargain for any material change in the benefit provided.

Section 2: Life Insurance

Beginning on the first day of the month following the month hired, the Employer shall provide each employee with life insurance in the amount of sixty-five thousand dollars (\$65,000).

Section 3: Supplemental Life Insurance

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

Section 4: Flexible Spending Accounts-Health Care

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

Section 5: Flexible Spending Accounts-Dependent Care

The Employer shall provide Dependent Care Flexible Spending Accounts for bargaining unit members.

ARTICLE 14 – 401(k) PLAN

Section 1

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

Section 2

Employer shall contribute three and one quarter percent (3.25%) of an employee's base salary to their 401(k) Plan no later than March 31 of the subsequent year.

Section 3

The Employer shall match an employee's contribution up to six percent (6%) of the employee's base salary.

ARTICLE 15 – EDUCATION

Section 1: Employer required

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

Section 2: Employee Initiated Education

A. The Employer will provide an annual budget of \$10,000 per calendar year to be used for reimbursement of tuition fees, training expenses, or textbooks for employee initiated education opportunities directly related to a course of study conducted at a recognized college or university, an accredited educational institution, or to attend a training or conference related to the employee's work at Working America. To be eligible for reimbursement, the following requirements must be met:

1. The employee must be a full-time bargaining unit employee beyond their probationary period.
2. The course of study must be:
 - a) directly related to the employee's current job, or
 - b) directly related to a higher-level position within the employee's current job discipline, or
 - c) directly related to an existing position within Working America that is outside of the employee's current job discipline.

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

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

ARTICLE 16 - FILLING OF VACANCIES AND TRANSFERS

Section 1

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

Section 2

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

Section 3

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

Section 4

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

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

Section 5

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

Section 6: Transfers

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

Section 7

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

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

Section 8

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

ARTICLE 17 -- JOB DESCRIPTIONS

Section 1

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

Section 2

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

ARTICLE 18 -- PERFORMANCE EVALUATIONS

Section 1: Performance Evaluation

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

Section 2: Supervisor Evaluation

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

Section 3: Skill Assessment Development

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

Section 4

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

Section 5

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

ARTICLE 19 – LAYOFFS

Section 1

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

Section 2 – Notice

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

Section 3 -- Bumping

This section applies to employees other than fixed term employees

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

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

Section 4 – Severance Benefits

Any employee, other than a fixed term employee, who is identified for layoff shall be provided with:

- a. One (1) week severance pay for each year of service with the amount for partial years of service prorated for employees with one to five years of service. Employees with more than five years of service shall receive one (1) week of severance pay for the first five years of service, plus two (2) weeks of severance pay for each additional year of service, prorated for partial years of service. No employee will receive less than one (1) week of severance pay;
- b. Employees who have completed one (1) year of service shall receive two (2) additional months of health insurance (through either direct provision or through payment of COBRA premiums).
- c. For Employees who have completed one (1) year of service, if the employee has not gained replacement health insurance, and provides certification to the Employer by the first of the month that they have not been able to gain replacement health insurance, the Employer will provide the employee with funds sufficient to pay for a month of coverage in a second-lowest cost "silver" plan on their State or Federal Health Exchange, less any Advance Premium Tax Credit to which the employee is entitled to receive, up to a maximum of six (6) months. Employees taking advantage of this section must apply for the tax credit when applying for the insurance through the marketplace.

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

- d. The Employer will provide an employee a letter stating the employee's job title, dates of employment, final rate of pay and include a statement that the employee was laid off as a

result of a downsizing of workforce for reasons unrelated to the quality of their work. The Employer shall not prohibit supervisors from being used as a personal reference for the employee and giving a verbal recommendation.

Section 5 – Recall

This section applies to employees other than fixed term employees.

- a. National Office employees past their probationary period who are laid off shall have recall rights for twenty-four (24) months to the position from which laid off.
- b. A Field employee past their probationary period with the Employer who is laid off shall have recall rights for twenty-four (24) months to the position from which laid off in the same office or another office. For Field employees with more than two (2) years of service in their current position who accept such a position, the Employer will reimburse reasonable moving expenses in accordance with the Employer's Relocation Expense Policy.
- c. The Employer shall send a recall notice to the Unit Chairperson and to the last e-mail address of all employees on the recall list for the position as well as notice of the employee's position on the recall list. An employee has five (5) working days from the date of recall notice to respond in writing to the recall. Except as otherwise mutually agreed between the Employer and the employee, the employee with the most seniority of any person to respond to the recall shall be recalled to the position, and they must be available to begin work within ten (10) working days of the date of the recall notice. Reasonable requests for extensions on work availability will not be denied.
- d. An employee who declines a recall offer shall have no further rights to recall; except in cases when a recall offer is made within six (6) months of an employee's layoff and the employee is unable to relocate to the offered location, the employee will maintain recall rights for the duration set in Section 5(a) and 5 (b) above.
- e. All laid off employees while on the recall list will be notified via email of any new internal job postings.

Section 6

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

ARTICLE 20 - GRIEVANCE PROCEDURE

Section 1

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

Section 2

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

Section 3

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

Section 4

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

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

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

Section 5

Any matter involving the interpretation, application, administration or alleged violation of this Agreement (except renewal of this contract), including a question of whether or not a matter is arbitrable, not satisfactorily settled with thirty (30) days of the Step 1 meeting may be submitted to final and binding arbitration by either party within forty-five (45) days after the Employer's Step 1 response pursuant to Section 4 of this Article. The parties shall mutually agree to name no more than three (3) professional arbitrators to serve as the arbitration panel under this Agreement. Any disputes that are submitted to arbitration will be submitted to a member of the panel. To the extent feasible, disputes will be rotated equally among the members of the panel. Either party may remove a member of the panel at any time, except when a grievance is pending before that member; if a member of the panel is removed, the parties shall mutually agree on a replacement. If mutual agreement cannot be reached at any time on the makeup of the panel, then the regular American Arbitration Association rules and procedures for selection of an arbitrator shall apply. The arbitrator shall not have the authority to add to, delete from amend or modify the terms of this Agreement. The costs of the arbitration shall be borne equally by the parties, except that no party shall be obligated to pay any part of the costs of a stenographic transcript without express consent.

Section 6

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

Section 7

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

ARTICLE 21 – EXPENSE REIMBURSEMENT

Section 1

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

Section 2

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

Section 3: Personal Vehicles

- a. The Employer will pay a one hundred (\$100) per month allowance for Organizers 1, 2, and 3 and State Program Directors' use of their personal vehicle for the Employer's business. This allowance is in addition to per mile reimbursement at the published IRS rate for business travel.
- b. The allowance shall be paid each month on the first pay period of the month following eligibility and shall be pro-rated for partial months.
- c. Any newly created position added to the bargaining unit, for which the Employer requires the use of a personal vehicle for the Employer's business, will also receive this allowance.

Section 4: Cell Phones

- a. The Employer will provide cell phones, or at the employee's option, a fifty dollar (\$50) per month allowance, to all exempt DCHQ and Field employee positions.
- b. The Employer will provide cell phones, or at the employee's option, a fifty dollar (\$50) per month allowance, for certain non-exempt DCHQ and Field employee positions on the basis of operational need.
- c. The allowance shall be paid each month on the first pay period of the month following eligibility and shall be pro-rated for partial months.
- d. Eligible employees who opt for a cell phone allowance are required to submit a copy of their cell phone bill to the Director of Administration monthly, prior to reimbursement.
- e. Occasional personal use of Employer provided cell phones is allowed as long as it does not result in additional charges over and above the standard calling plan allowed by Employer.

- f. **Employees must be in a paid status to receive the cell phone benefits in this section. An unpaid status of thirty (30) or more days will result in the temporary suspension or termination of this benefit.**

ARTICLE 22 – MANAGEMENT RIGHTS

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

ARTICLE 23 – NO DISCRIMINATION

Section 1

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

Section 2

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

ARTICLE 24 -- RESPECT AND DIGNITY

Section 1

The parties acknowledge the following fundamental understandings:

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

Section 2

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

Section 3: Management Relations Committee

A Management Relations Committee shall be created to address issues under this Article. The Management Relations Committee shall consist of the Chief of Staff and his or her designee. If the issue involves the Chief of Staff, the meeting shall be with the General Counsel and his or her uninvolved designee.

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

ARTICLE 25 – LABOR-MANAGEMENT COMMITTEE

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

ARTICLE 26 – CONSULTANTS

Section 1

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

Section 2

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

Section 3

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

Section 4

Consultants may not directly supervise Union members.

ARTICLE 27 – TEMPORARY AND PROJECT EMPLOYEES

Section 1

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

Section 2

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

Section 3

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

ARTICLE 28 – MISCELLANEOUS

Section 1

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

Section 2 – Bylines

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

Section 3 – Outside Activities

Employees shall be free to engage in the practice of their craft or profession outside of normal working hours provided that such outside work does not interfere with the mission, work or established policies of the Employer. No employee shall seek or accept any fee or honorarium from another party for work performed in their capacity as a representative of the Employer.

Section 4

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

Section 5 – Existing Benefits

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

ARTICLE 29--TELEWORK POLICY

Telework is available for eligible employees in accordance with the terms and conditions of the Telework Policy at Appendix E.

ARTICLE 30 - DURATION AND RENEWAL

This Agreement shall take effect as of June 1, 2019, and remain in effect through October 31, 2021. Within ninety (90) days prior to the expiration date of this Agreement, the Employer or the Union may initiate negotiations for a new Agreement.

FOR WORKING AMERICA

Matthew J. Morise

Date: 6/7/19

FOR THE GUILD

Pat Still
Hom Un
rykel

Date: 6/11/19

Appendix A

Salary Schedule effective June 1, 2019

Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 9	Step 11
Accounting & Legal Administrative Assistant	\$46,000	\$46,920	\$47,858	\$48,815	\$49,791	\$50,787	\$51,803	\$52,839	\$53,896
Administrative & Accounting Assistant	\$42,970	\$43,829	\$44,706	\$45,600	\$46,512	\$47,442	\$48,391	\$49,359	\$50,346
Administrative & Accounting Associate	\$56,400	\$57,528	\$58,679	\$59,853	\$61,050	\$62,271	\$63,516	\$64,786	\$66,082
Administrative & Accounting Specialist	\$70,338	\$71,745	\$73,180	\$74,644	\$76,137	\$77,660	\$79,213	\$80,797	\$82,413
Administrative Support Associate	\$42,970	\$43,829	\$44,706	\$45,600	\$46,512	\$47,442	\$48,391	\$49,359	\$50,346
Accounts Payable Administrator	\$42,970	\$43,829	\$44,706	\$45,600	\$46,512	\$47,442	\$48,391	\$49,359	\$50,346
Assistant Data Administrator	\$50,897	\$51,915	\$52,953	\$54,012	\$55,092	\$56,194	\$57,318	\$58,464	\$59,633
Campaign Communications Specialist	\$68,289	\$69,655	\$71,048	\$72,469	\$73,918	\$75,396	\$76,904	\$78,442	\$80,011
Data Assistant	\$42,970	\$43,829	\$44,706	\$45,600	\$46,512	\$47,442	\$48,391	\$49,359	\$50,346
Development Manager	\$65,000	\$66,300	\$67,626	\$68,979	\$70,359	\$71,766	\$73,201	\$74,665	\$76,158
Digital Assistant	\$42,970	\$43,829	\$44,706	\$45,600	\$46,512	\$47,442	\$48,391	\$49,359	\$50,346
Digital Communications Assistant	\$49,791	\$50,787	\$51,803	\$52,839	\$53,896	\$54,974	\$56,073	\$57,194	\$58,338
Digital Communications Associate	\$58,000	\$59,160	\$60,343	\$61,550	\$62,781	\$64,037	\$65,318	\$66,624	\$67,956
Digital Communications Organizer	\$68,289	\$69,655	\$71,048	\$72,469	\$73,918	\$75,396	\$76,904	\$78,442	\$80,011
Digital Communications Specialist	\$68,289	\$69,655	\$71,048	\$72,469	\$73,918	\$75,396	\$76,904	\$78,442	\$80,011
Executive Administrative Assistant	\$53,045	\$54,106	\$55,188	\$56,292	\$57,418	\$58,566	\$59,737	\$60,932	\$62,151
Field Communications Assistant	\$42,970	\$43,829	\$44,706	\$45,600	\$46,512	\$47,442	\$48,391	\$49,359	\$50,346
Field Operations Assistant	\$42,970	\$43,829	\$44,706	\$45,600	\$46,512	\$47,442	\$48,391	\$49,359	\$50,346
Field Operations Specialist	\$50,281	\$51,287	\$52,313	\$53,359	\$54,426	\$55,515	\$56,625	\$57,758	\$58,913

Field Payroll & Benefits Associate	\$56,400	\$57,528	\$58,679	\$59,853	\$61,050	\$62,271	\$63,516	\$64,786	\$66,082
Information Specialist	\$72,448	\$73,897	\$75,375	\$76,883	\$78,421	\$79,989	\$81,589	\$83,221	\$84,885
Information Technology Assistant	\$42,970	\$43,829	\$44,706	\$45,600	\$46,512	\$47,442	\$48,391	\$49,359	\$50,346
Job Developer (FT and Kellogg grant dependent)	\$41,895	\$42,733	\$43,588	\$44,460	\$45,349	\$46,256	\$47,181	\$48,125	\$49,088
Labor Project Specialist	\$49,828	\$50,825	\$51,842	\$52,879	\$53,937	\$55,016	\$56,116	\$57,238	\$58,383
Manager of Office Services	\$67,025	\$68,366	\$69,733	\$71,128	\$72,551	\$74,002	\$75,482	\$76,992	\$78,532
Marketing & Outreach/Member Benefits Associate	\$50,157	\$51,160	\$52,183	\$53,227	\$54,292	\$55,378	\$56,486	\$57,616	\$58,768
Media Outreach Specialist	\$74,162	\$75,645	\$77,158	\$78,701	\$80,275	\$81,881	\$83,519	\$85,189	\$86,893
National Organizer	\$72,003	\$73,443	\$74,912	\$76,410	\$77,938	\$79,497	\$81,087	\$82,709	\$84,363
National Recruitment Specialist	\$49,415	\$50,403	\$51,411	\$52,439	\$53,488	\$54,558	\$55,649	\$56,762	\$57,897
Office Manager	\$34,190	\$34,874	\$35,571	\$36,282	\$37,008	\$37,748	\$38,503	\$39,273	\$40,058
Office Manager (Bilingual)	\$37,609	\$38,361	\$39,128	\$39,911	\$40,709	\$41,523	\$42,353	\$43,200	\$44,064
Office Manager Headquarters	\$54,106	\$55,188	\$56,292	\$57,418	\$58,566	\$59,737	\$60,932	\$62,151	\$63,394
Online Organizer	\$74,162	\$75,645	\$77,158	\$78,701	\$80,275	\$81,881	\$83,519	\$85,189	\$86,893
Organizer 1	\$35,216	\$35,920	\$36,638	\$37,371	\$38,118	\$38,880	\$39,658	\$40,451	\$41,260
Organizer 2	\$41,895	\$42,733	\$43,588	\$44,460	\$45,349	\$46,256	\$47,181	\$48,125	\$49,088
Organizer 3	\$52,000	\$53,040	\$54,101	\$55,183	\$56,287	\$57,413	\$58,561	\$59,732	\$60,927
Payroll Assistant	\$50,897	\$51,915	\$52,953	\$54,012	\$55,092	\$56,194	\$57,318	\$58,464	\$59,633
Payroll Benefits Coordinator	\$68,289	\$69,655	\$71,048	\$72,469	\$73,918	\$75,396	\$76,904	\$78,442	\$80,011
Political Assistant	\$42,970	\$43,829	\$44,706	\$45,600	\$46,512	\$47,442	\$48,391	\$49,359	\$50,346
Political Associate	\$68,289	\$69,655	\$71,048	\$72,469	\$73,918	\$75,396	\$76,904	\$78,442	\$80,011
Political Associate and Data Scientist	\$81,002	\$82,622	\$84,274	\$85,959	\$87,678	\$89,432	\$91,221	\$93,045	\$94,906
Program & Development Associate	\$68,289	\$69,655	\$71,048	\$72,469	\$73,918	\$75,396	\$76,904	\$78,442	\$80,011
Program & Development Specialist	\$50,157	\$51,160	\$52,183	\$53,227	\$54,292	\$55,378	\$56,486	\$57,616	\$58,768
Program & Political Associate	\$72,003	\$73,443	\$74,912	\$76,410	\$77,938	\$79,497	\$81,087	\$82,709	\$84,363

Program & Research Associate	\$58,000	\$59,160	\$60,343	\$61,550	\$62,781	\$64,037	\$65,318	\$66,624	\$67,956
Program Assistant	\$42,970	\$43,829	\$44,706	\$45,600	\$46,512	\$47,442	\$48,391	\$49,359	\$50,346
Program Associate	\$68,289	\$69,655	\$71,048	\$72,469	\$73,918	\$75,396	\$76,904	\$78,442	\$80,011
Senior Accountant	\$74,162	\$75,645	\$77,158	\$78,701	\$80,275	\$81,881	\$83,519	\$85,189	\$86,893
Senior Administration & Accounting Associate	\$61,200	\$62,424	\$63,672	\$64,945	\$66,244	\$67,569	\$68,920	\$70,298	\$71,704
Senior Campaign Associate	\$81,002	\$82,622	\$84,274	\$85,959	\$87,678	\$89,432	\$91,221	\$93,045	\$94,906
Senior Campaign Communications Specialist	\$82,751	\$84,406	\$86,094	\$87,816	\$89,572	\$91,363	\$93,190	\$95,054	\$96,955
Senior Communications Specialist	\$82,751	\$84,406	\$86,094	\$87,816	\$89,572	\$91,363	\$93,190	\$95,054	\$96,955
Senior Controller	\$93,500	\$95,370	\$97,277	\$99,223	\$101,207	\$103,231	\$105,296	\$107,402	\$109,550
Senior Data Administrator	\$61,200	\$62,424	\$63,672	\$64,945	\$66,244	\$67,569	\$68,920	\$70,298	\$71,704
Senior Data and Analytics Manager	\$81,002	\$82,622	\$84,274	\$85,959	\$87,678	\$89,432	\$91,221	\$93,045	\$94,906
Senior Development Associate	\$81,002	\$82,622	\$84,274	\$85,959	\$87,678	\$89,432	\$91,221	\$93,045	\$94,906
Senior Development Specialist and Member Liaison	\$86,149	\$87,872	\$89,629	\$91,422	\$93,250	\$95,115	\$97,017	\$98,957	\$100,936
Senior Digital Communications Organizer	\$76,384	\$77,912	\$79,470	\$81,059	\$82,680	\$84,334	\$86,021	\$87,741	\$89,496
Senior Information Specialist	\$81,002	\$82,622	\$84,274	\$85,959	\$87,678	\$89,432	\$91,221	\$93,045	\$94,906
Senior Media Outreach Specialist	\$82,751	\$84,406	\$86,094	\$87,816	\$89,572	\$91,363	\$93,190	\$95,054	\$96,955
Senior Office Manager	\$43,500	\$44,370	\$45,257	\$46,162	\$47,085	\$48,027	\$48,988	\$49,968	\$50,967
Senior Online Organizer	\$82,751	\$84,406	\$86,094	\$87,816	\$89,572	\$91,363	\$93,190	\$95,054	\$96,955
Senior Payroll Analyst	\$76,385	\$77,913	\$79,471	\$81,060	\$82,681	\$84,335	\$86,022	\$87,742	\$89,497
Senior Payroll & Benefits Manager	\$82,751	\$84,406	\$86,094	\$87,816	\$89,572	\$91,363	\$93,190	\$95,054	\$96,955
Senior Political Associate	\$81,002	\$82,622	\$84,274	\$85,959	\$87,678	\$89,432	\$91,221	\$93,045	\$94,906
Senior Systems Administrator	\$65,000	\$66,300	\$67,626	\$68,979	\$70,359	\$71,766	\$73,201	\$74,665	\$76,158

Senior Writer	\$81,396	\$83,024	\$84,684	\$86,378	\$88,106	\$89,868	\$91,665	\$93,498	\$95,368
Social Media and Campaign Associate	\$68,289	\$69,655	\$71,048	\$72,469	\$73,918	\$75,396	\$76,904	\$78,442	\$80,011
Social Media and Campaign Specialist	\$49,791	\$50,787	\$51,803	\$52,839	\$53,896	\$54,974	\$56,073	\$57,194	\$58,338
State Program Director	\$53,326	\$54,393	\$55,481	\$56,591	\$57,723	\$58,877	\$60,055	\$61,256	\$62,481
Strategic Projects Coordinator	\$76,384	\$77,912	\$79,470	\$81,059	\$82,680	\$84,334	\$86,021	\$87,741	\$89,496
Systems Administrator	\$53,326	\$54,393	\$55,481	\$56,591	\$57,723	\$58,877	\$60,055	\$61,256	\$62,481
Technical Support Analyst	\$51,564	\$52,595	\$53,647	\$54,720	\$55,814	\$56,930	\$58,069	\$59,230	\$60,415
Video Editor	\$74,162	\$75,645	\$77,158	\$78,701	\$80,275	\$81,881	\$83,519	\$85,189	\$86,893
Writer	\$72,003	\$73,443	\$74,912	\$76,410	\$77,938	\$79,497	\$81,087	\$82,709	\$84,363

Appendix B
Domestic Partner Definition and Requirements

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

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

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

Appendix C

Travel and Expense Policy for Bargaining Unit Members

This policy explains Working America's reimbursement policies for reasonable, necessary and approved travel and other expenses incurred during the course of conducting business on behalf of Working America. Reimbursements must be submitted by employees within 30 days of return of travel. Working America will make all reasonable efforts to pay reimbursements in the pay period within which they are submitted but payments will be made no later than the following pay period.

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

Travel Expenses

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

Advance Approval

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

Travel and Lodging

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

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

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

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

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

Use of Personal Car

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

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

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

Taxis

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

Parking/Tolls

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

Special Business Expense

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

Ownership of Frequent Traveler Miles and Hotel Rewards

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

Per Diem

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

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

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

Per diem shall be paid as follows:

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

Home Visits While on Extended Assignments

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

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

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

Appendix D
Relocation Expense Policy for Bargaining Unit Members

I. RELOCATION EXPENSE POLICY FOR GUILD EMPLOYEES

Eligibility

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

Relocation Expenses

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

Transportation expenses

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

Travel expenses

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

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

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

Stipend

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

No Housing Assistance

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

Applying for Relocation Expenses

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

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

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

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

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

Post-Move Submission of Expenses Incurred

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

If the actual transportation and travel expenses incurred are greater than the advance issued, the employee may submit additional expenses to Working America for consideration. Under no circumstances shall the total transportation expenses paid to employee exceed \$2,500, including any amount(s) advanced.

Taxes

As of January 1, 2018, reimbursement of expenses associated with transportation and travel from the former residence to the new residence are taxable. Those expenses will be reported and will appear on the Employee's W-2 form as taxable income. The stipend is reported as income and taxes are withheld at the time the check is issued.

Repayment upon early termination of employment

Any employee who voluntarily terminates their employment with Working America or is terminated for misconduct within 6 months after their relocation date is required to repay a pro-rata share of all relocation expenses reimbursed by Working America (including Transportation expenses, Travel expenses and the Stipend). No repayment is required where an employee's termination is the result of an office closing or job elimination.

The pro-rata share will be determined based on the number of months of service the employee served, as calculated from the payment of relocation benefits (including Transportation expenses, Travel expenses and the Stipend). The pro rata share formula is expressed as:

$$\frac{\text{number of full months served}}{\text{six months}} \times 100$$

By example, if an employee receives their relocation benefits on February 15, and terminates their employment with Working America on June 1 their number of full months served is three months, and the employee will be responsible for reimbursing 50% of the Transportation expenses, Travel expenses and the Stipend to Working America.

The reimbursement owed Working America will be deducted from the employee's final paycheck.

Appendix E

Working America Telework Policy

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

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

Working America has the right to decline approval of any particular telework request because the job duties are not suitable for telework, or on the basis of operational need, or for performance reasons. The reason for a decision to decline approval of telework shall be communicated in writing from the supervisor to the employee, and where requested, reviewed by the Management Relations Committee.

Accruals and Balances

Employees who have completed their probationary period will receive a pro-rated portion of the following annual telework accruals at the beginning of each calendar quarter:

- 15 telework days if they have less than two years of service with Working America.
- 20 telework days if they have two or more years of service with Working America.

The Chief of Staff may also grant additional telework days, upon request, to employees who have completed their probationary period where consistent with operational need.

After an employee completes their probationary period, they will receive—and be eligible to use—the telework hours accrued over their probationary period.

Telework balances shall appear in the PTO system once an eligible employee has completed their probationary period.

Telework may be used in hourly increments.

Unused telework hours do not carryover at the end of the calendar year.

Inclement Weather and Other Temporary Office Closures

When the operating status of a Working America office is closed, employees in that office will not be required to telework unless:

- a. the operating status is closed for more than three (3) days due to inclement weather or other temporary office closures; or
- b. where the Employer has determined operational need exists.

When one of these conditions exist, employees will be notified no later than 10 AM where possible and the telework shall not count toward their telework balance.

If an employee has a pre-scheduled telework day on a day when the operating status is closed, they will not be required to work unless the conditions outlined above apply.

Eligibility

To be eligible to use telework employees must:

- Have successfully completed their probationary period;
- Have no record of performance problems or disciplinary actions within the preceding one (1) year;
- Have job duties suitable to a teleworking arrangement, as determined by their supervisor;
- Comply with the telework policy; and
- Have demonstrated the ability to work independently.

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

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

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

Approvals

Scheduling of telework days should be made by request to an employee's supervisor via the PTO system at least 48 hours in advance. Pre-scheduled, as well as emergency requests, shall be considered by the employee's supervisor on a case-by-case basis and shall not be unreasonably denied. Approvals shall be communicated by the supervisor as soon as practicable.

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

Telework will not ordinarily be approved on more than two days in the same week, except for extraordinary circumstances.

Telework requests

Prior to the scheduled telework day (or, for emergency telework approved on the same day, in conjunction with the request for approval), the employee will send their supervisor a brief email outlining the work the employee expects to accomplish during the telework day. The email shall not be used as a condition of approval. At the end of the telework day, the employee will follow up with an email to the supervisor itemizing the work that was accomplished on the telework day.

Compensation and Work Hours

The employee's pay, benefits, work status and work responsibilities will not change as a result of telework. The hours and amount of time the employee is expected to work per day will not change as a result of participating in the teleworking program. The work hours will be the same as a normal, core work day unless the supervisor and employee agree otherwise and that agreement is consistent with operational need.

Job Responsibilities

The employee's job responsibilities will not change due to teleworking. All Working America requests for acknowledgement are expected to be responded to promptly. The supervisor and employee will agree on the manner, timing and frequency of communication during the telework day.

Work Area

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

Employee Responsibilities

- a) Work and telework equipment such as phone, computer, fax, or other agreed upon communications, shall be owned and maintained by the employee unless otherwise provided for in this policy. In addition, they must meet current minimum specifications (which may include but is not limited to operating systems, applications, software, security/anti-virus and means of connectivity). The employee must also provide internet and telephone services with call waiting access in their alternate work site at their own expense.
- b) Employees must be available by phone at an agreed upon contact number and they must send an email to all staff email communicating how they may be contacted.
- c) It is the employee's responsibility to anticipate and make any logistical arrangements desirable to allow them to effectively communicate with co-workers and others and to participate fully in all job responsibilities.
- d) Throughout the duration of the telework assignment, an employee must use reasonable caution, procedures and equipment that maintain data storage and transmission security.

Restricted access materials (such as payroll, personnel files, financial or legal documents etc.) may not be taken out of the office, copied, or compromised in any way.

- e) Employees working at alternate sites will take all precautions necessary to secure all sensitive, proprietary and confidential information and prevent unauthorized access.
- f) Employee expenses not specifically covered in this policy may be approved on a case-by-case basis by the employee's supervisor. Under no circumstances will incidental costs, such as residential utility costs, cleaning, computer or phone repair, internet, phone access etc. be the responsibility of Working America.
- g) Employees who telework will manage personal responsibilities in a way that allows them to successfully meet their job responsibilities.
- h) Employee tax implications related to alternate work locations are the responsibility of the employee. Employees should consult with a qualified tax professional to discuss income tax implications, if any.

Side Letter

1. Employer shall award each employee who is a member of the Bargaining Unit at the time this Agreement is ratified and signed, a one-time bonus in the amount of \$750 be paid on the pay period following contract execution.