

Collective Bargaining Agreement

between

Washington-Baltimore News Guild

TNG-CWA Local 32035

and

Southern Poverty Law Center

July 15, 2022 – July 14, 2025

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PREAMBLE

This AGREEMENT made and entered into this 15th day of July 2022, by and between Southern Poverty Law Center (“Employer” or “SPLC”) and the Washington-Baltimore News Guild, chartered by The News Guild-Communications Workers of America (AFL-CIO, CLC) as Local 32035 (“Guild”), for itself and on behalf of all employees of the Employer described in Article 1.

ARTICLE 1. RECOGNITION AND COVERAGE

Section 1. Recognition

In accordance with the certification by the National Labor Relations Board (“NLRB”), Case 05-RC-251328, the Employer recognizes the Guild as the exclusive representative for the purposes of collective bargaining in respect to rates of pay, wages, hours of work or other conditions of employment for all full-time and regular part-time professional and non-professional employees employed by the Employer, excluding Human Resources department employees; Security department employees; confidential employees; managerial employees; guards; and supervisors as defined in the Act.

Section 2. Bargaining Unit

This Agreement covers all employees of the Employer consistent with the Recognition Clause set forth in Section 1, including Curriculum and Training Specialist, Senior Policy Counsel; Senior Policy Advisor; LFJ Program Manager- Community Advocacy Partnerships; LFJ Program Manager- School Partnerships; LFJ Specialist-Programs and Operations; LFJ Specialist-Digital Platforms; Community Learning Facilitator; Communications Strategist; Data Visualization Producer; Internal Communications Specialist; Program Manager for CRMC Outreach; Senior Project Manager for IT; Senior Specialist–Evaluation and Research ,JEDI; Senior Specialist, MEAL and JEDI; State/Regional Community Organizer; Project Manager; Education Coordinator; Coordinator-Political Campaigns, Litigation Advocate; Senior Litigation Advocate; Investigator.

Section 3. Bargaining Unit Work Performed by Non-Bargaining Unit Employees

Employees in non-bargaining unit positions may perform bargaining unit work as has been done in the past. The Employer will not assign work to non-bargaining unit employees for the purpose of eroding bargaining unit work.

Section 4. Contracted Services

The Employer shall inform the Guild before hiring outside contractors who will perform bargaining unit work that will result in the reduction in hours of work or the lay-off of any bargaining unit employee and will give the Guild an opportunity to bargain about the effects/impacts of that decision. Contractors shall not fill bargaining unit vacancies for more than six (6) months. If the bargaining unit position is posted and the hiring process is underway, a contractor may be used for an additional period of no more than 6 months.

Section 5. Definition of Full-time Employees

For the purpose of this Agreement, full-time employees are those employees covered by this Agreement who are scheduled to work forty (40) hours per week on a regular and continuous basis.

Section 6. Definition of Regular Part-Time Employees

For the purpose of this Agreement, regular part-time employees are those employees covered by this Agreement who are regularly scheduled to work less than forty (40) hours per week. "Part-time 30s" are a class of part-time employees scheduled to work at least 30 hours but less than 40 hours per week on a regular basis.

Section 7. Temporary/Fixed Term Employee

A temporary worker shall be defined as any worker hired to meet an anticipated need for a set or defined period of time, or a person employed by a temporary employment service (i.e., temp agency) who is brought on to meet such needs. Temporary workers are not covered by any provisions of this Agreement, unless there is express language to the contrary.

Section 8. Interns/Externs/Volunteers

An intern or extern shall be defined as an individual who performs bargaining unit work to meet educational or professional requirements.

A volunteer shall be defined as an individual who performs limited work on a voluntary, unpaid basis in coordination with an SPLC employee.

Engagement of interns, externs, or volunteers shall not cause any bargaining unit employee to be laid off.

Interns, externs and volunteers are not covered by any provisions of this Agreement.

Section 9. Fellows

An individual who performs bargaining unit work who is hired for a fixed period of at least one year but no more than two years. Such employees are covered by this Agreement.

Section 10. Non-Exempt Employees

When the term "non-exempt employees" is used, it is intended to refer to those employees who are not exempt under the Fair Labor Standards Act and entitled to overtime pay thereunder.

ARTICLE 2. UNION SECURITY AND DUES DEDUCTION

Section 1. Guild Membership or Agency Fee

- a. All present employees, who are members of the Guild on the effective date of this Agreement or the date of execution of this Agreement, whichever is later, shall remain members in good standing by the payment of their regular dues as a condition of employment. All employees covered by this Agreement who are not currently members of the Guild and all future hires shall within 30 days of hire or within 30 days of the effective date of this Agreement or the date of execution of this Agreement, whichever is later, as a condition of employment, either (a) acquire and maintain membership in the Guild in good standing, or (b) tender to the Guild an agency fee equal to the amount allowed by law to be charged in lieu of periodic dues uniformly required as a condition of membership in the Guild.
- b. Notwithstanding the foregoing, an employee shall not be required to become a member of, or continue membership in, the Guild, as a condition of employment, if employed in any state

which prohibits, or otherwise makes unlawful, membership in a labor organization as a condition of employment.

Section 2. No Interference

There shall be no interference or attempt to interfere with the operations of the Guild in a manner that violates the National Labor Relations Act.

Section 3. Dues

The Employer will deduct Guild dues and initiation fees or agency fee in the amounts certified by the Guild as those uniformly required as a condition of acquiring or retaining membership or fee allowed by law in lieu of dues upon receipt of a payroll deduction authorization. Such deductions shall be made in each payroll period and shall be remitted to the Guild on a monthly basis. The Guild shall provide the Employer with at least 30 days' notice of any changes in the dues or agency fees to be deducted.

Section 4. Political Contributions

SPLC shall provide for payroll deductions to a political action fund designated by the Guild on behalf of employees who authorize such deductions in writing.

Section 5. Indemnification

The Guild shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action by the Employer for the purpose of complying with this Article.

ARTICLE 3. INFORMATION FURNISHED TO THE GUILD

For this article, any information for the Guild shall be transmitted by the Employer to a representative designated in writing by the Guild.

Section 1. Employee Information

Annually, in January, the Employer shall provide the Guild's designated representative with information regarding bargaining unit employees set forth in this section. Such information shall only be used to conduct the business of the Guild.

- a) Name
- b) Hire date
- c) Job title and department
- d) Rate of pay - hourly, exempt, or non-exempt
- e) Full-time, part-time, or temporary status
- f) Work location
- g) Date of birth
- h) Race, ethnicity, national origin, if known

- i) Gender identity and preferred pronouns, if identified
- j) Home address
- k) Personal and work e-mail address
- l) Personal, home, mobile, work desk and work mobile phone numbers (if applicable)

Section 2. Information to be Furnished Monthly

SPLC will notify the Guild on a monthly basis of all new hires, terminations, resignations, retirements and deaths of bargaining unit members. SPLC also will provide notification to the Guild of promotions of bargaining unit members within and outside of the bargaining unit, or demotions of staff which make the staff person bargaining unit eligible. When applicable, the following information will be provided:

- a. Employee name, pay increase or decrease, new salary, and effective date.
- b. Changes in department, job title and effective date.

Section 3. Guild Access to Employee Files

Upon request, the Employer shall provide the Guild access to an employee personnel file only upon the Guild demonstrating a need for the employee personnel file or upon receiving written authorization from the employee whose file is being requested.

ARTICLE 4. RACIAL JUSTICE, EQUITY & INCLUSION

Section 1. Non-Discrimination

- a. The Employer and the Guild are committed to ensuring that discrimination does not occur based on an individual's race, ethnicity, religion, color, sex, gender identity and/or, gender expression, sexual orientation, age, national origin, citizenship, disability, pregnancy, veteran status, political affiliation, union membership, marital status, caregiver status, or on the basis of genetic information or on any basis prohibited by law, or based on the employee's protected activity under anti-discrimination statutes or the National Labor Relations Act, Employer policy, or any of their successor statutes or policies.
- b. If at any time an employee files a claim of discrimination with any state or federal agency or court, the employee and the Guild thereby waive the right to bring or maintain a grievance or arbitration over the subject matter of that claim, and any grievance or arbitration proceedings concerning that claim which are occurring or which may already have taken place shall be terminated and any obligation imposed upon the Employer shall be rendered null and void.
- c. The Employer shall not include in any settlement, agreement or other resolution of any claim that involves discrimination and/or sexual harassment in violation or alleged violation of laws, a limitation on the aggrieved employee's right to share any of the underlying facts, circumstances, and settlements to the claim or action.

Section 2. Affinity Groups

The Employer recognizes Affinity Groups as voluntary groups organized by staff (both bargaining unit members and non-bargaining unit members) around shared characteristics or experiences. Affinity

Groups may not represent any staff members in negotiations with the Employer regarding terms and conditions of employment with SPLC but their rights to organize and take collective action shall not be infringed. SPLC-approved Affinity Groups may apply to the JEDI Director for funding consistent with the Affinity Group policy.

Section 3. Anti-Racism

- a. Racism occurs on individual and systemic levels and can manifest itself as internalized racism or oppression, interpersonal racism, institutional racism, and structural racism. Combined, racialized systems produce inequitable outcomes by allocating and denying resources and access to resources to people based on race.
- b. Anti-racism is the active process of identifying and dismantling racism and white supremacy by changing systems, organizational structures, policies, practices and mental models, so that power and opportunities are redistributed and shared equitably.
- c. In collaboration with the JEDI Director, SPLC and the Guild shall use the labor management process in accordance with Article 5, Section 7 to develop systems, policies and practices to move the organization to becoming an anti-racist organization.

Section 4. Respect and Dignity

- a. The parties agree that all employees should be treated with respect and dignity. The Guild and the Employer recognize their shared interest in building a relationship that is effective, constructive, and oriented toward problem-solving, to ensure that the Employer fulfills its mission and that employees are supported in bringing their creativity and energy to the work. To achieve this mutual aim, the Employer and the Guild agree to treat all employees, both unit and non-unit, with respect and dignity. The parties agree to uphold the guiding principles of equity and inclusion, transparency and accountability, courage and integrity, and collaboration and humility to create a more equitable, just, diverse, accessible and inclusive workplace.
- b. In collaboration with the JEDI Director, SPLC and the Guild shall use the labor management process in accordance with Article 5, Section 5 to develop systems, policies, training materials and practices to ensure that all employees, unit and non-unit, are treated with respect and dignity.

Section 5. Participatory Decision-Making

- a. Participatory decision making (PDM) is a process that ensures that every employee is given meaningful opportunities to participate in decisions related to the overall goals, priorities and work of the organization. In PDM, individual and team input is considered during the decision-making process.
- b. The process for determining the yearly budget will continue to be open and collaborative.
- c. In collaboration with the JEDI Director, SPLC and the Guild shall use the labor management process in accordance with Article 5, Section 7 to develop guidelines and training materials to encourage and promote the use of participatory decision making.

Section 6. Dismantling White Supremacy and White Supremacy Culture

- a. White supremacy in the United States is a system of social control and disparities formed to exploit indigenous populations, Black people, immigrants, and all perceived as not white to maintain the political, cultural, economic, and social domination of those identified as white.
- b. In collaboration with the JEDI Director, SPLC and the Guild shall use the labor management process in accordance with Article 5, Section 7 to develop values, structures, policies and operations that move the organization towards dismantling white supremacy culture within the organization.

Section 7. Anti – Harassment and Ending Toxic Behavior

- a. The Employer is committed to providing all of its employees with a workplace free from discrimination, toxic behavior, and harassment. Discrimination or harassment may include, but is not limited to, the use of epithets, slurs, cyberbullying or cyber harassment, negative stereotyping, microaggressions, jokes, or threatening, intimidating, or hostile acts that relate to any of the categories identified in Article 4 Section 1. It also includes unwelcome sexual and/or romantic advances, requests for sexual favors, and other verbal, visual or physical conduct of a sexual nature.
- b. SPLC and the Guild shall use the labor management meeting process in accordance with Article 5 Section 7 to review SPLC’s anti-harassment policy and consider anti-toxic behavior guidelines and training materials.

Section 8. Immigrant Rights

- a. Guild Notification. In the event an issue or inquiry arises involving the immigration status or employment eligibility of an employee, the Employer, unless prohibited by law, shall notify the employee and the Guild within one business day, or as soon as written permission from the employee has been obtained by the Employer. The affected employee shall be given a reasonable opportunity to remedy the identified problem.
- b. Social Security No-Match. The Employer will notify the Guild upon receipt of any such notice and will provide a copy of the notice to all employees listed on the notice and to the Guild. A no-match letter from the Social Security Administration shall not itself constitute a basis for taking adverse employment action against an employee, including firing, laying off, suspending, retaliating, or discriminating against any such employee. Unless required by law, the Employer will not require that employees listed on the notice bring in a copy of their Social Security card for the Employer’s review, complete a new I-9 form, or provide a new or additional proof of work authorization of immigration status.
- c. ICE Non-Cooperation. Unless required by law, the Southern Poverty Law Center will not allow Immigration and Customs Enforcement (ICE) to enter any facility where employees, contractors, or volunteers of the Employer work.
- d. SPLC and the Guild shall use the labor management meeting process in accordance with Article 5 Section 7 to discuss issues arising from this section.

Section 9. Enforcement

With the exception of Section 1, no other section of this Article is subject to the grievance procedure. The exclusive method of enforcement is through the Labor Management Committee as provided herein. However, grievances may be filed if the Labor Management Committee does not address one of the subjects referred to it in this Article.

ARTICLE 5. GUILD RIGHTS

Section 1. General Provisions

- a. General Guild Meetings. Subject to availability, the Employer will provide space without charge for Guild meetings and trainings. The Guild will be responsible for setting up the meeting room and returning it to the condition it was in prior to the meeting or training. The Guild will notify the Employer at the time it schedules any meeting or training under this section. In addition to providing space without charge, the Employer will allow usage of the telephone and video conferencing systems for Guild-sponsored meetings and training. All meetings and trainings under this section will be held within one hour before or conclude no later than two hours after normal business hours or during non-work time during normal business hours.
- b. Guild Orientation. The Employer will allow 30 minutes as part of new hire orientation for the Guild to meet with each new hire eligible for membership in the bargaining unit. The Employer will notify the Guild's designated representatives of each bargaining unit eligible new hire prior to their start date, as well as the date(s) and time(s) each new hire will attend new hire orientation.
- c. Time Off to Attend Information Session Regarding or Vote on Tentative Collective Bargaining Agreement. All bargaining unit employees will be permitted to attend a two-hour meeting on work time for the Guild to present the tentative collective bargaining agreement prior to a ratification vote and/or to conduct a ratification vote. The Guild will give the Employer reasonable advance notice of such information meeting or vote.
- d. Contract Distribution. The Employer will make available a copy of this Agreement on its intranet site, Teams, and distribute it via work email.

Section 2. Professional Guild Days

In addition to any other paid or unpaid leave that may be permitted in this Agreement, the Employer will accommodate requests from Guild representatives to use up to five (5) days of unpaid leave per calendar year for the purpose of attending meetings, classes, or training on Guild activities. The cost of any such meetings, classes or training will be paid by the employee and/or the Guild.

Section 3. Guild Use of Office Equipment

Bargaining unit employees will be entitled to use their SPLC-issued computers, iPads, scanners and telephones for Guild purposes so long as no additional expenses are incurred as a result of such use.

Section 4. Guild Use of Email

Guild representatives may use the Employer's email system for Guild communications with employees.

Section 5. Unit Representatives/Stewards

- a. The Guild will notify SPLC of its unit officers and stewards within seven days of their selection or election and of any changes.
- b. The Guild will also designate the lead points of contact between SPLC and the Guild in each office location, which will be up to two stewards per location.
- c. Stewards will have the right to: (1) represent bargaining unit employees who request Guild representation in investigatory interviews that may lead to discipline, discharge or a change in working conditions; and (2) investigate and process grievances that arise from the imposition of discipline or discharge or other alleged violations of this Agreement. SPLC will notify bargaining unit employees of their right to representation. An employee may invoke their right to representation by a steward under this provision before or during the interview. Nothing in this section creates a right to Guild representation for routine meetings or check-ins between employees and their supervisors, including regular performance reviews.
- d. The Employer will notify at least one of the designated steward-leads at the location where the employee who will be disciplined or discharged is assigned prior to the investigatory interview being held with such employee who requests Guild representation. The Employer shall provide the time needed for the meeting.
- e. The Guild shall determine which steward will be assigned and supply the name to the HR Department. The steward(s) designated by the Guild to handle the particular investigation, interview or grievance will be chosen based on availability, work-related deadlines, the importance of the issue, and the estimated time that will be necessary.
- f. The HR Department shall notify the supervisor that will conduct the investigatory meeting the name of the steward that has been designated by the Guild. The HR Department will notify the supervisor of the steward that will represent the employee. The supervisor conducting the meeting and the supervisor of the steward shall determine the time of the meeting and notify the employee and the Guild steward when the meeting will take place, where, and when the meeting will begin. Stewards will be permitted leave to perform Guild duties up to twelve (12) hours per month per steward without any loss of pay, so long as it does not interfere with performance or critical or time-sensitive work duties. Any additional “no dock” hours will be provided only with mutual written approval between the Guild and the HR Department.
- g. SPLC will not unreasonably prevent stewards from performing the duties described in this provision.

Section 6. Collective Bargaining Committee

The Employer and the Guild each determine the size of its own bargaining committee up to 6 active members and 6 alternate members per side. The Guild shall designate alternates who can serve in the absence of committee members. The parties shall commit to making main table negotiations constructive and efficient, and conducive to productive good faith bargaining.

Bargaining committee members will be released to attend negotiating sessions and related caucuses. Every member of the bargaining committee is a professional and understands the importance of their work. The Guild will notify SPLC as soon as it is practicable when a regular member of the committee will not be participating in the upcoming bargaining session. The Guild will also notify SPLC as soon as

it determines which alternate will serve in place of a committee member who cannot attend an upcoming bargaining session.

Section 7. Labor/Management Committee

- a. A joint Labor/Management Committee (“LMC”) shall be established, composed of four (4) members selected by the Guild and four (4) members selected by the Employer. The LMC will meet no less than once per quarter, with the goal of identifying and resolving issues of mutual concern. Such meetings shall not be for the purpose of conducting negotiations or discussing pending grievances, nor shall any matters discussed or decided upon at such meetings be subject to the grievance and arbitration provisions of this Agreement merely by virtue of their having been discussed or decided upon at such meetings.
- b. The LMC shall be composed of members of each party’s own choice.
- c. LMC members will be excused from their work, without loss of pay, to attend LMC meetings.

Section 8. Bulletin Boards

The Guild shall have the use of a locked bulletin board in each office designated by the Employer for the posting of Guild notices.

Section 9. Guild Visitation

A duly authorized representative of the Guild shall be permitted reasonable escorted access to the employment premises during working hours for the purpose of ascertaining compliance with this Agreement, investigating grievances, or conducting other Guild business as long as it does not interfere with the job responsibilities of any employee. No less than 24-hours prior to the visit, Guild staff must be preannounced to SPLC Security and notification must be made to the Deputy Director for Labor and Employee Relations.

ARTICLE 6. MANAGEMENT RIGHTS AND POLICIES

Section 1. Management Rights

All management functions and prerogatives which the Employer has not expressly modified or restricted by specific provisions of this Agreement are retained and vested exclusively in the Employer. Without limiting the generality of the foregoing, the Employer specifically reserves to itself full control of the management, personnel and conduct of its operations, including but not limited to the following rights: to make any and all decisions relating to programs, budgets, and staffing; to assign work;-to determine employee qualification and evaluate competency; to determine the quality, productivity, work load and quantity of work to be performed; to establish and require standards/rules of performance and conduct; to determine job content; to determine methods and procedures; to select those with whom the Employer will do business; to hire and promote employees; to suspend, demote, discharge or otherwise discipline employees for just cause; to transfer employees on a temporary or permanent basis between programs; to determine all equipment to be used and utilization of all physical facilities; to implement new equipment, methods and facilities; to subcontract work; to utilize the services of auxiliary employees, interns, students, fellows, temporary employees, volunteers, or consultants to perform work covered by this Agreement; to pay wages and/or wage increases in excess of the minimum set forth herein; to decide the number and location of its facilities; and to extend, maintain, curtail, or terminate all or any part of the Employer’s operations or facilities. It is agreed that these enumerations of management rights shall not be

exclusive and shall not be held to limit or restrict the Employer from exercising other rights not herein enumerated, provided that these rights do not conflict with the expressed terms of this Agreement.

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

Section 2. Policies

All existing SPLC policies will continue to apply and be enforceable to the extent they are not inconsistent with any more specific provision of this Agreement. In the event SPLC amends any existing policy, SPLC will provide the Guild with 14-days notice and an opportunity to comment prior to implementation.

ARTICLE 7. GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Grievance Definition and Initiation

- a. A grievance means a dispute or controversy arising out of or involving the interpretation, application, administration, or alleged violation of this Agreement.
- b. The parties acknowledge that disputes may be resolved through discussion between an employee and the Employer and/or HR Department. The parties may take steps in good faith to resolve grievances before engaging with the formal grievance procedure. Whether or not such informal discussions take place shall have no effect on the time limits set forth below.
- c. No grievance shall be considered under the grievance procedure unless it is presented as provided below. If a grievance is once settled at any of the following steps, it shall be considered closed and shall not be subject further thereafter to the grievance procedure or to arbitration.
- d. The Employer shall have the right to utilize the grievance and arbitration procedure with respect to any grievance which the Employer may have against the Guild or any of its members. Such an action shall be initiated by a letter from the Employer to the Guild at Step 3 per Sec. 3, below.

Section 2. Grievant Definition

The term "grievant" shall include any individual bargaining unit employee, a group of bargaining unit employees or the Guild.

Section 3. Grievance Process

Step 1. The Guild shall file grievances, which shall be in writing, with the grievant's immediate supervisor or the HR department within fifteen (15) days after a steward or Guild representative learns, or should have known, of an event giving rise to a grievance. The meeting will be held within seven (7) days after receipt of the grievance that shall be attended by the grievant and/or a Guild steward. The Meeting shall also be attended by the immediate supervisor or the HR department at the discretion of the Employer. The Employer shall give their written answer within seven (7) days following the meeting.

Step 2. If settlement is not reached in Step 1, a Guild representative may appeal the grievance in writing to the Deputy Director of HR for Labor and Employee Relations or their designee within seven (7) days

after receipt of the Step 1 answer. A meeting will be held within seven (7) days after receipt of the appeal that shall be attended by no more than two Guild representatives and the Deputy Director of HR for Labor and Employee Relations and/or their designee. If the parties agree, the grievant may attend the Step 2 meeting. Within seven (7) days after the meeting, the Deputy Director of HR for Labor and Employee Relations or their designee will give the Employer's answer in writing.

Step 3 - Arbitration. If settlement is not reached in Step 2, then either party may by written notice submit the grievance to arbitration within twenty (20) days after the Employer has given its decision in Step 2 by requesting a 7-member panel from FMCS of regional arbitrators who are members of the National Academy of Arbitrators. The arbitrator shall be selected by the parties alternately striking names from the list until one name remains and that person shall be the arbitrator. The decision of the arbitrator shall be final and binding, except that the arbitrator shall have no authority to add to, subtract, from, modify, change, or disregard any of the provisions of this Agreement or make awards retroactive beyond the date of the grievance. The fees and other charges of the arbitrator shall be divided equally between the parties, except that no party shall be obligated to pay any part of the cost of a stenographic transcript without express consent.

Section 4. Meetings, Notices, Days & Extension of Time Limits

- a. All notices must be in writing and hand-delivered or sent by email.
- b. All days set forth in this provision are weekdays (Monday through Friday), excluding holidays. In computing days, counting begins the day after the event.
- c. If the Employer does not meet a deadline, the Guild is free to move the grievance to the next step, unilaterally.
- d. It is agreed that the time limit for filing at Steps 2 and 3 shall begin on the date of the Employer's written response, at the earliest, or if the Employer has not responded, the Guild's time starts to run at the time the response was due. Any grievance not carried to the next step by the Guild within the prescribed time limits, or such written extension which may have been agreed to, shall be automatically closed upon the basis of the last disposition.
- e. The Guild may file policy, class, global, suspension and/or discharge grievances at Step 2.
- f. The meetings at Steps 1, 2, and 3 shall be conducted on the employer's premises, or virtually, on work time. The grievant and no more than two Guild representatives shall be excused from work to participate in the meeting. Any necessary and relevant witness shall be excused from work for the time required to provide their statement at the meeting.
- g. The time limits set forth in this Article may be extended upon mutual agreement.

ARTICLE 8. EMPLOYEE RIGHTS

Section 1. Non-SPLC Unpaid and Paid Activities

- a. Employees shall be free to engage in any activities, including political and media activities, outside of work so long as those activities are not inconsistent with SPLC's core mission and values.
- b. The Employer will not interfere with the employee's outside rights to earn income from additional means of employment so long as the work is not in conflict with SPLC's core mission and values, is done on an employee's own time, and does not interfere with the performance of

SPLC employment. Employees must not accept compensation from a third party for work (e.g., speaking engagements, publications) that arises from the employee's SPLC work.

Section 2. Privacy & Employee Integrity

- a. An employee's byline or credit line or an employee's signature shall not be used over the employee's protest. Substantive changes in written material shall be brought to the employee's attention before publication, submission, filing, or circulation via digital platform.
- b. If a question arises as to the accuracy of printed material, no correction or retraction of that material shall be printed without prior notification to the employee concerned.
- c. Except if there is a need arising from the duties of a position, the Employer will honor employee requests to refrain from using any information which identifies an employee publicly. SPLC retains the right to log and monitor the environment for security given the cyber risk profile of SPLC. Authorized representatives of SPLC may monitor facilities, network usage, devices, communications, equipment, and data from time to time without notice to employees for reasons relating to compliance, functionality, security, and safety. This policy applies to incoming and outgoing email, internet traffic, internet chat sessions, and file access and transfers.
- d. Employees remain free to make reasonable personal use of the Employer's computer equipment, networks, systems, portable electronic devices, smart phones, internet accounts and other communications systems. Employees should have no expectation of privacy when using SPLC property.

Section 3. Social Media Activities

- a. Employees shall not be required to use their personal social media accounts to conduct the Employer's business or operations.
- b. No employee shall be requested or required to disclose a password to a personal social media site, personal email account, or other password-protected personal communications system. No employee shall be required to disclose or show to the Employer the contents of another employee's personal social media accounts.

Section 4. Protection Against Disclosure and Authentication

- a. The Employer shall not disclose any confidential sources without the consent of the employee.
- b. If the employee is proceeded against under law on account of SPLC's refusal to surrender or disclose or authenticate, SPLC shall indemnify such employee against any monetary loss including but not limited to fines, damages or loss of pay.
- c. In no case shall an employee suffer loss of wages, employee status or benefits under this Agreement as a result of SPLC's refusal to surrender or disclose.

ARTICLE 9. EMPLOYEE DEVELOPMENT

Section 1. Job related requirements

- a. Registration fees, certifications and continuing education credits that are required or specific to a job or department will be paid by SPLC, subject to supervisor approval and shall not be unreasonably withheld. If there is a no or low cost option that offers a similar effectiveness quality, that option should be selected.
- b. Time spent on supervisor-approved activities under Section 1(a) shall be considered regular work time.
- c. Attorney benefits:
 - i. Where a law license is a job requirement, SPLC will pay for the bar exam of the state(s) where a license is required and one bar exam prep course.
 - ii. If a current employee is required to travel outside of the metropolitan area of their SPLC office to take the bar exam, SPLC will reimburse the employee for travel expenses (transportation, hotel, and per diem) at the regular SPLC rates.
 - iii. If an individual has been hired, but has not started working at SPLC yet (e.g., a Law Fellow) and has to travel outside of the metropolitan area of their home, travel expenses (transportation, hotel, and per diem) will be reimbursed at the regular SPLC rates for employees. Reimbursement will be provided within ten business days in accordance with established policies and procedures. Employees who have been hired, but have not started working at SPLC yet, may request that SPLC pay directly for the bar exam prep course and bar exam registration fees and cost. Such requests will not be unreasonably denied.
 - iv. Current employees must submit an expense report and receipts for reimbursement in accordance with established policies and procedures. Employees may request that SPLC pay directly for the bar exam prep course and bar exam registration fees and cost. Such requests will not be unreasonably denied.
 - v. Current employees studying for the bar exam may take three weeks of paid time off for bar study, including the exam.
 - vi. Employees who fail to pass the bar exam on the first attempt shall be permitted to take the bar exam on the next available date on paid time for one week. All expenses, other than any cost of an additional preparation course, must be paid by the employee. Where a law license is a job requirement, failure to pass the bar exam after the second attempt may constitute just cause for termination. However, the Employer may consider options other than termination.

Section 2. Professional development

- a. Professional development is encouraged by the Employer, particularly when it pertains and contributes to current and developing work.

- b. Each employee will be allocated an allowance per fiscal year for professional development per the chart below. This amount is inclusive of all expenses including but not limited to fees and travel.

<u>Duration of Employment</u>	<u>Employee Development Allowance</u>
<u>End of probationary period up to 3 years of employment</u>	<u>\$1,500</u>
<u>After 3 years of employment</u>	<u>\$2,000</u>

- c. “Professional development” as used in this section includes voluntary educational or training programs as well as membership fees, test fees, prep fees, training materials, or dues to voluntary associations that are related to but not required by an employee’s current job.
- d. Professional development expenditures must be approved by Human Resources in advance.
- e. There shall be no carryover of any unused reimbursement amounts in any given year.
- f. The Employer agrees to work with each employee to create a personal professional development plan.
- g. A reminder of this Section of this Article will be sent to all employees on an annual basis.
- h. Employees may request from HR information pertaining to the amount of professional development funds that are available to them.
- i. Time spent on approved professional development activities shall be considered regular work time.

Section 3. Racial justice training

Annually, the Employer will provide training to employees on one or more topics related to Equal Employment Opportunity, Anti-Harassment, Anti-Racism, White Supremacy Culture, and/or the principles of diversity, equity, inclusion and accessibility. Time spent on training under this section shall be considered regular work time.

Section 4. Training

- a. All employees have the obligation to participate as fully and completely as they are able, and as the Employer authorizes, in appropriate training events administered or utilized by the Employer.
- b. In the first month of employment, the Employer shall provide an employee orientation program concerning benefits, policies and procedures, SPLC’s JEDI principles, anti-harassment training, mental health resources, and gender identity competency.
- c. The Employer will make available trauma training twice a year. The training is non-mandatory and may be attended by new and/or current employees.

- d. In the first month of employment, the Employer shall provide new employees a local orientation program concerning the structure, personnel and operations of the program in which the employee will work, the communities the program serves, the current projects and/or docket of the program, and the general nature of the work conducted and the procedures for accepting and handling new work assignments.
- e. The Employer shall provide training to employees on new equipment, forms, responsibilities and procedures as soon as practicable.

Section 5. Tuition reimbursement

SPLC agrees to continue in effect the Tuition Reimbursement Policy (10/6/2004) for the purpose of giving financial assistance to eligible SPLC employees who wish to pursue types of study that will enable them to do their jobs better or assist them in preparation for advancement at SPLC. SPLC has the right to administer the plan and modify the plan in its discretion. The benefit provided under the Tuition Reimbursement Policy will be no less than a reimbursement up to a lifetime max of \$15,000. SPLC agrees not to make the tuition reimbursement contingent upon grades other than passing. Reimbursement will not be provided if the class or course has not been successfully completed. Employees may request 50% of their tuition reimbursement to be paid at the beginning of the course. If an employee receives an advance payment but fails the course, the advance payment must be repaid in full within six (6) months, in 13 payments, via payroll deduction, from the employee's paycheck.

ARTICLE 10. FEEDBACK, ACCOUNTABILITY, PERFORMANCE EVALUATIONS AND PERSONNEL FILES

Section 1. SPLC is committed to a culture of feedback and supporting the success of all employees through effective management.

Section 2. Employees and supervisors shall participate in the practice of feedback and accountability based upon the job duties and performance indicators previously established. The primary purpose of feedback and accountability is to provide the tools and support necessary to help employees succeed and to foster a feedback culture in which all employees seek and receive relevant, regular feedback on workloads, workflows, behaviors and outcomes.

Section 3. Feedback and accountability must be centered on open, transparent dialogue between all employees.

1. Feedback: Managers will give regular feedback to employees. Employees will have the opportunity to provide regular feedback to their managers.
2. Accountability: The Employer shall maintain a process through which an employee can safely report misconduct by a supervisor.

Section 4. Performance Evaluation Process. Employees shall receive annual performance evaluations based upon the job duties and both qualitative and quantitative performance indicators previously established. If the Employer does not conduct an annual performance evaluation, an employee may assume that their performance is satisfactory unless the employee has received written notice or discipline to the contrary. These performance evaluations will not be tied to annual raises. Feedback from managers who an employee does not work with and has no direct knowledge of their performance will not be incorporated. Any performance issues must be discussed prior to an employee's evaluation before it can be documented in the review. Employees shall have the opportunity to respond in writing to managerial

feedback given after the employee's initial input. Employees shall have an opportunity to give feedback to and about their managers, without retaliation, as part of the performance evaluation process; and to attach supporting commentary from colleagues with direct knowledge of the employee's work performance to their own evaluations.

Section 5. Employees shall be permitted to view the contents of their personnel file electronically three times a year. The employee must request such inspection in writing (email is acceptable) from the Human Resources department who will provide the information within two (2) weeks of the written request. The Employer will make the entire contents of the employee's personnel file available.

Section 6. The Employer shall inform the employee and the Guild when adverse information or records are placed in the employee's personnel file. Employees shall be entitled to respond to any adverse information contained in an evaluation or document placed in their personnel file. Written warnings shall have no effect after twelve (12) months.

ARTICLE 11. JUST CAUSE, RECONCILIATION, AND PROGRESSIVE DISCIPLINE

Section 1. Just Cause

No permanent employee who has completed the probationary period shall receive discipline except for just cause. An employee's right to Guild representation is set forth in Article 5, Section 5. Dismissal of an employee during the initial probationary period shall not be subject to the grievance procedure.

Section 2. Notification

SPLC shall notify the Guild in writing of all discipline at a level greater than a verbal warning. Such notice shall cite the reasons for the discipline and effective date of discipline.

Section 3. Reconciliation

When a conduct issue, conflict, or harm is identified by the Employer and/or an employee, SPLC may practice a process of reconciliation, if appropriate. Counseling and reconciliation are not disciplinary.

Section 4. Progressive Discipline

- a. SPLC shall practice the principles of progressive discipline which may include:
 - Verbal Warning
 - Written warning
 - Suspension
 - Termination
- b. Nothing in this Section shall prohibit SPLC from bypassing progressive discipline steps in its discretion, particularly for serious offenses or those involving intentional misconduct.
- c. Instances of counseling, reconciliation and verbal warnings will not be placed in an employee's personnel file and cannot be grieved.

ARTICLE 12. PROBATIONARY PERIOD

Section 1. Definition

Any employee hired after the execution of this Agreement, including a former employee rehired without seniority, shall be deemed to be a probationary employee for a period of four months of service uninterrupted by any type of service break from the date of their most recent hire.

Section 2. Extension of Probationary Period

The Employer may extend the probationary period of such employee for a two (2) month period with the agreement of the Guild. The Employer shall give the Guild and the affected employee notice of its desire to extend the probation period and the length of the extension. If the Guild fails to respond to the notice by the close of business on the fifth working day, the extension will be deemed agreed upon and approved. If the probationary period is extended, written notice will be given to the employee prior to the end of the original probationary period.

Section 3. No Just Cause

During their probationary period or any extension thereof, a probationary employee may be disciplined or discharged in the sole discretion of the Employer without regard to just cause, and neither the employee nor the Guild shall have any recourse to the grievance and arbitration procedure of this Agreement.

Section 4. Seniority Date

Upon completion of the probationary period, an employee's seniority shall start with their most recent date of full-time or part-time hire by the Employer.

Section 5. Temporary Worker Employees and Contractors

If a full-time temporary worker or a full-time contractor becomes a permanent employee in the same or similar position, they shall be credited with continuous time served in the temporary or contractor position immediately prior to becoming a permanent employee. Time spent as a temporary worker or contractor shall count towards completion of the probationary period.

ARTICLE 13. EMPLOYMENT SECURITY

Section 1. Hiring Process

- a. Prior to beginning any external interview process, the Employer shall ensure a diverse candidate pool is available based on how the applicants self-identify regarding race, sex, gender, age, and disability status.
- b. Degree requirements will be removed from job descriptions and preferences whenever possible. Job requirements, including education and experience, will only be based on what is necessary for the level of the position as determined by the Employer.

Section 2. Hiring Committees

Human Resources will continue to ensure fair and equitable hiring practices and processes with structured interviews and diverse hiring committees.

Section 3. Job Openings

The Employer shall for all bargaining unit job postings include the minimum salary. As part of the application process, the Employer may not ask applicants about their salary history.

Bargaining Unit eligible positions shall state they are represented by the Washington Baltimore News Guild.

Section 4. Internal Job Openings

The Employer shall post all vacant bargaining unit positions internally for a minimum of seven (7) days before posting the positions externally. In these instances, the Employer shall conduct interviews with qualified internal candidates before determining if interviews of external candidates are necessary.

Section 5. Hiring Preference for Bargaining Unit Employees

- a. Internal applicants for bargaining unit positions shall be selected to continue in the hiring process based on their qualifications, as determined by the Employer
- b. If the Employer determines that the qualifications and interview feedback of an internal applicant and an external applicant are substantially equal, the Employer will offer the bargaining unit position to the internal applicant.
- c. If multiple qualified employees apply for an open bargaining unit position and have substantially equal qualifications and interview feedback, seniority will be given special consideration.
- d. If an employee applies for an open position and is not selected for the position, upon the employee's request, the Employer shall meet with the employee and, at the employee's option, a representative of the Guild, to discuss the reason(s) the employee was not selected.
- e. Internal applicants who have been disciplined with a written warning or more serious discipline within the previous 12 months may not be deemed qualified for a hiring preference

Section 6. Promotions

- a. Prior to creation of the new promotion process, SPLC will immediately publish via SharePoint and employee email the current promotion process, which is as follows. Employees are eligible to be considered for promotions during the annual promotions process in October. Promotions given during the promotion period shall be effective at the beginning of the fiscal year, November 1. At any time, employees may advocate for a promotion and discuss with supervisors the necessary steps (including work performance, enhanced skills and/or professional development) to warrant a promotion during the annual promotion period. These conversations may also occur during regular one-on-one check-ins with supervisors. The Employer will determine whether to promote staff based on employee performance, provided that there is a business need for the employee's new role. SPLC's decision to offer or not offer a merit-based promotion will not be subject to the arbitration provision of this Agreement.
- b. Within six (6) months of the execution of this agreement, the Employer will define promotion pathways for non-competitive, merit-based promotions for bargaining unit positions and the performance expectations and job requirements for such a promotion. Once these pathways are developed, the Employer will seek feedback from the Guild and make the necessary revisions. If the

promotion pathways require the creation of new positions and there is an operational need for those positions, the Employer shall create such roles within the Salary Groups defined in Appendix A. If there is no operational need for those roles, the Employer will explain the lack of those needs in writing to the Guild. SPLC's decision to create or not create a new position is not subject to the grievance and arbitration provisions of this Agreement.

- c. Staff that meet the qualifications for promotion based on the promotional standards will be reviewed and considered for promotion after implementation of the promotion process. For this one-time off-cycle process, regardless of the date of implementation (even if outside of the October period), new titles and pay will be effective the next pay period date thirty (30) days after the implementation of the process.
- d. If the Employer denies an employee's request for promotion during the designated period, the Employer will meet with the employee. The employee may also have a Guild Representative present, to discuss the reasons for the denial of the promotion. The reason for the denial will also be provided in writing to the employee and the Guild. This meeting must be held within ten (10) calendar days of the denied request for promotion unless the parties mutually agree to extend the time. Reasons given for the denial of the request must be clearly linked to the promotional standards.
- e. The Employer shall not require an employee to fulfill the job responsibilities of their previous position if those responsibilities are not a part of their new position, except as needed during a transition period not to exceed two (2) months from the time the employee starts in the new position. The workload for the new position will be reduced or delayed accordingly. Upon agreement of the parties, the period may be extended for an additional month.

Section 7. Job Descriptions

- a. All bargaining unit job descriptions will be made available through an Employer designated electronic database that is available to all employees.
- b. Within six (6) months of the execution of this agreement, the Employer, in consultation with the Guild, shall conduct a review of all Bargaining Unit job classifications, titles and descriptions. The Employer shall notify and seek input from the Guild regarding revising job classifications, titles or job descriptions before implementation.
- c. In the event an employee believes their job description does not accurately reflect their role and responsibilities, the employee may request a review of their job description with the Deputy Director of Human Resources for Recruitment and Training and their supervisor to determine whether the job description needs to be adjusted.
- d. SPLC has the right to create new bargaining unit classifications within the Salary Groups described in Appendix A. SPLC will notify the Guild twenty-one (21) calendar days in advance of posting such new positions. SPLC and the Guild will meet and confer over the responsibilities and job description for the new position and the minimum salary for the new position. If no consensus is reached, the Employer may proceed with filling the new position (including assigning the minimum salary to the position, no less than SPLC's last proposed minimum), without bargaining or arbitration.

ARTICLE 14. EXPENSE REIMBURSEMENT

Section 1. Credit Cards

The Employer shall provide an employer-issued credit card to employees whose jobs require at least monthly travel. These cards are intended to be used for expenses incurred while traveling. Nothing in this Agreement prohibits employees from incurring approved travel-related expenses on their personal credit cards or via cash payment. The employee may use an employer-issued credit card to cover on-the-road travel expenses, for single day or extended travel, as appropriate. No employee shall be required to use their personal funds for work-related expenses.

Section 2. Reimbursements

Excluding leave or other extenuating circumstances, supervisors shall review employee expense reports within five (5) business days of submission. In the event of supervisor unavailability, a request may be made to Accounting to reroute the report to the next level supervisor for review and approval. Once an employee's expense report is approved by Accounting, the Employer shall reimburse the employee for any work-related expenses they incur through the use of a personal credit card or cash within ten (10) business days.

Section 3. Cash Advances

The Employer shall provide employees who are traveling on behalf of the Employer with cash advances upon request. This will be equal to the per diem amount for every meal during the duration of the trip plus any anticipated work-related expenses.

Section 4. Travel

The Employer shall cover all reasonable travel expenses incurred when an employee is traveling for work. This includes transportation, meals, lodging, and gratuity. For meals, reimbursement amounts depend on the length of the trip. For one-day travel, the employee shall be reimbursed exact costs of meals, not to exceed General Service Administration (GSA) per diem rate. The Employer shall provide employees with the GSA per diem rate in effect (from gsa.gov) for travel.

Section 5. Personal Vehicles

All employees using their personal vehicle for travel on behalf of the Employer travel will receive the mileage rate established and published by the IRS for reimbursable mileage, as defined by the IRS.

ARTICLE 15. CELL PHONES

If a cell phone is essential to an employee's job determined by their hiring manager, SPLC will provide an SPLC-issued cell phone. Incidental or occasional use of a personal cell phone does not rise to the level of "essential to an employee's job function". If an employee prefers to use their personal phone and obtains approval from their hiring manager, the employee may be reimbursed up to seventy-five dollars (\$75) per month. Any personal devices used for work-related purposes are subject to SPLC IT security protocols.

ARTICLE 16. CHILD AND DEPENDENT CARE

1. The Employer will continue to allow contributions to the Dependent Care Flexible Spending Account (DCFSA) as allowed by law. DCFSA is a pre-tax benefit account used to pay for eligible

dependent care services, such as preschool, summer day camp, before or after school programs, and child or adult daycare. Contribution limits and eligible dependent care expenses are established by the IRS and are outlined in IRS Publication 503.

2. The Employee shall be able to use the child care savings account for any child, dependent, or for caregiving expenses at the discretion of the Employee, as long as it is permitted by the relevant IRS regulations.
3. The Employer, at no charge to employees, will provide premium membership to care.com for on-line resources to the marketplace to locate childcare (daycares, nannies, recurring babysitters, one-time babysitters, etc.), senior adult care, housekeeping services, errand runners, tutoring services, and pet services. Employees are responsible for paying the caregiver based on the hourly rate that caregiver charges for the service.

ARTICLE 17. SENIORITY

Section 1. Definition

- a. Other than the exceptions outlined in Section 2 below, seniority as used in this agreement means continuous length of service with SPLC. For competitive purposes, only time spent in bargaining unit positions is counted in computing seniority. For benefits purposes, all time spent employed by SPLC is counted in computing seniority.
- b. An employee's seniority shall begin the employee's first day of work with SPLC as either a bargaining unit or non-bargaining unit employee.
- c. For purposes of this article, employees shall be deemed continuously employed by SPLC while on leave of absence from SPLC or while employed by SPLC in a non-unit position.
- d. Comparable wages are considered wages at or above the original pay before layoff. Comparable classification is considered classification at or above the original job position before layoff.

Section 2. Loss of Seniority

Employees shall lose accrued seniority for the following reasons:

- a. Discharge for just cause,
- b. Resignation, unless the employee is rehired by SPLC within three (3) years. If an employee is rehired within three (3) years of resignation, the employee's accrued seniority is maintained only for benefits purposes, not competitive purposes,
- c. Layoff for a period of more than three (3) years. Seniority will be lost sooner upon the occurrence of any of the following events:
 - i. An employee ever rejects an offer of assignment to a bargaining unit position in a comparable classification or with comparable wages to those paid at the time of the layoff,

- ii. An employee fails to respond confirming interest and availability to SPLC within seven (7) calendar days of being notified of an available position in a comparable classification, or
- iii. An employee is recalled to a bargaining unit position in a comparable classification or with comparable wages and the employee fails to report for work on the scheduled start date.

ARTICLE 18. WORK WEEK, HOURS OF WORK, OVERTIME, ON-CALL HOURS, AND TRAVEL TIME

Section 1. Work Week & Hours of Work

- a. The standard work week shall consist of five (5) days, Monday through Friday.
- b. The Employer shall determine the number of hours and schedule of hours each employee shall work.
- c. The Employer's payroll week begins on Saturday and ends on Friday.
- d. A full-time workweek shall consist of forty (40) hours and a one (1) hour unpaid meal period each workday.
- e. The Employer's standard business hours (other than the Civil Rights Memorial Center) shall be from 8 AM to 5 PM Monday through Friday.
- f. Non-exempt employees are permitted two non-consecutive fifteen-minute paid breaks.
- g. If an employee seeks a change in their work schedule, on a temporary or long-term basis, any such change must be requested and approved in advance by the employee's supervisor. Such requests will not be denied without sufficient cause.

Section 2. Overtime

- a. The Employer may require non-exempt employees to work overtime to meet organizational needs.
- b. Non-exempt employees will be paid straight time for all hours worked up to forty (40) hours in a workweek. For all hours worked over forty (40) hours in a workweek, non-exempt employees will be paid time and one-half (1½) their regular straight time pay.
- c. Except for emergencies, overtime can only be worked if authorized, in writing, by an employee's supervisor or their designee in advance.
- d. Except for emergencies, the Employer shall notify employees of the need to work overtime in advance.
- e. Non-exempt employees shall be compensated at the rate of double-time their regular rate of pay for every hour worked on holidays.
- f. Non-exempt employees shall be allowed to request to work overtime as needed.

Section 3. On-call

- a. On-call status is when an employee must be available to be called to work on short notice if the need arises and to perform their duties in a safe and effective manner.
- b. On call employees must respond by telephone, text message, or email with thirty (30) minutes of being contacted and should commence work within ninety (90) minutes of being contacted. SPLC shall maintain on-call duty schedules so that affected employees have adequate notice of when they are assigned to on-call duty.
- c. Departments that may schedule on-call work include but are not limited to Information Technology, Intelligence Project, Facilities, and Communications.
- d. Employees may trade on-call duties, but the employee scheduled to be on-call must receive approval from their supervisor in advance of any trades.
- e. All employees who are scheduled to be on-call will receive a fixed additional payment of \$140/week or \$20/day if an entire week is not assigned. The on-call rate is the same for all employees, regardless of classification, salary, or status under the Fair Labor Standards Act.
- f. Non-exempt employees who are on on-call status shall be compensated at their regular rate of pay for actual hours worked. Compensation shall include compensable work time as provided by the Fair Labor Standards Act at a minimum of two hours' time if an employee is required to perform the on-call services at an SPLC office. By contrast, the time non- exempt employees spend on on-call status only shall not be counted when determining overtime hours.

Section 4. Travel Time

- a. The actual time spent traveling to and from an assignment out of the office shall be considered compensable work time as provided by the Fair Labor Standards Act.
- b. Employees shall be compensated for this work time based on the actual time spent traveling.
- c. The Employer shall inform employees of out-of-town assignments as far in advance as possible. Employees can request changes in these assignments. Requests will not be denied without sufficient cause.
- d. The Employer shall not require employees to conduct SPLC business while driving.

Section 5. Emergency Travel Time

Except in an emergency or when it is needed for the job, the Employer shall not require employees to drive between the hours of 9:00 PM and 7:00 AM. Employees will be permitted to use part of a work day to travel for next-day work obligations or when work obligations extend late in the day.

ARTICLE 19. LAYOFFS AND RECALL

Section 1. Layoffs

- a. The Employer at its sole discretion shall determine the activities, operations or duties to be discontinued or curtailed and the number and classification of employees to be laid off because of lack of work, economic reasons, operational change, or change in programmatic priorities. The Employer must give 90 days' notice to the Guild of any planned layoffs, except in the event of unforeseeable business circumstances or natural disasters, in which case the Employer shall give at least 30 days' notice.
- b. No layoffs shall be permitted under this agreement for any reason other than the reasons listed above.
- c. If the reason for the layoff is a lack of work, operational change, or change in programmatic priorities, employees in terminated positions will be offered a new position at the same or higher level of pay if there is an available position for which they are qualified.
- d. The decision of the Employer with respect to which employees will be retained or laid off shall be based on seniority, location, role, department, programmatic priorities, and operational needs, with priority given to seniority.
- e. Prior to initiating layoffs for lack of work or for economic reasons, the Employer shall cancel or end any contracts or agreements with consultants, temporary workers, contract workers, contract companies, and/or advisors who are performing the work of the employees who are being laid off.
- f. If a reduction in force is due solely to necessary cost savings, the Employer will notify the Guild and give the Guild the opportunity to propose alternative cost savings to mitigate the number of dismissals. The ultimate decision, however, rests with the Employer.
- g. Prior to any layoff, the Employer shall accept voluntary resignations from employees in the positions involved for 30 days after the layoffs are announced. Employees who voluntarily resign shall be paid the amount of severance pay as provided in this Agreement. If the Employer receives a sufficient number of volunteers, the Employer will not force anyone to be laid off. Employees who choose voluntary resignations are not eligible to be placed on a recall list. Once the Employer achieves the necessary workforce reduction, it will stop the voluntary resignation process. If the Employer offers an employee another position that requires the employee to relocate to another office, the employee may reject the offer and receive severance pay, as outlined in this agreement. If there are not sufficient voluntary resignations, the Employer may lay-off employees.

Section 2. Recall

- a. The Employer shall place laid-off employees on a recall list. Employees may remain on the recall list for up to three years unless their seniority is broken by ever rejecting an offer of assignment to a bargaining unit position in a comparable classification or with comparable wages to those paid at the time of the layoff. A laid-off employee who fails to report for work on the scheduled start date will be deemed to have rejected the offer.

- b. The Employer shall fill each permanent vacancy in order of seniority with a qualified person on the recall list who has worked in the classification in which the vacancy occurs or in any higher classification or a comparable classification. The Employer shall notify by email any person on the recall list of all job openings in the bargaining unit. An automated telephone call, text message and/or voice mail shall be made to those on the recall list. The Employer shall provide the Guild with a list of the people on the recall list to whom the job position has been sent and their contact information. Laid off employees have a duty to provide SPLC with their current email address. An employee must respond to SPLC indicating their interest in and availability for the position within seven (7) calendar days and may be subject to a background check before being recalled. Criminal convictions or charges will not automatically disqualify anyone on that recall list. Failure to respond indicating interest in and availability for a position in the same or a comparable classification will be deemed a refusal of an offer of rehire.
- c. The Employer shall not hire temporary workers to perform bargaining unit work without first offering it to any employee who has been laid off and is qualified to perform the work in question. When the Employer seeks to fill a vacant or newly created temporary position, the Employer shall notify, by email, all laid-off employees on the recall list before offering the position to an external candidate. If more than one qualified employee on the recall list applies, the employee with the greatest seniority shall be placed in the position. If no employee seeks the temporary position within seven (7) calendar days of the notice being sent out, the Employer is free to hire from any other source. Employees who are recalled under this Section shall retain all employee rights while in the temporary position and after the temporary position ends.

ARTICLE 20. SEVERANCE

Section 1. Laid-off employees and employees whose voluntary resignations are accepted in lieu of layoff shall be entitled to two (2) weeks of severance pay for every 6 full calendar months of service. The maximum amount of severance pay for any employee is 52 weeks. All employees covered in this section, including employees during their probationary period, shall be entitled to a minimum of four (4) weeks of severance.

Section 2. Employees whose voluntary resignations are accepted in response to SPLC notification of an intended layoff shall be entitled to an additional four weeks of severance pay so long as the total amount does not exceed 52 weeks as set forth above.

Section 3. Upon layoff or voluntary resignation, an employee shall be paid for unused accrued vacation time. There shall be no pay for unused personal or sick time.

Section 4. If an employee under this Article is covered under SPLC medical and/or dental insurance, SPLC will also pay the employee the amount needed to continue insurance through COBRA for the period that would be covered by severance.

Section 5. Employees will have the option of receiving their severance pay as a lump sum or paid in installments, within ninety (90) days.

Section 6. In order to receive any benefits under this Article, an employee must have returned to SPLC all SPLC property, including but not limited to, access control devices, documents, disks, computers, iPads, mobile phones, files, log-in information, usernames, and passwords for all related websites, software and credit cards that the employee received in connection with their employment. Employees shall not retain any copies, duplicates, reproductions, or excerpts thereof.

Section 7. Any period of employment for which severance pay has actually been paid, and not refunded, shall not be counted as employment in calculating severance which may again become due after recall or rehire.

ARTICLE 21. REMOTE AND TELEWORK

Section 1. Definitions

- a. "Remote Work" is defined as regular work which is performed almost exclusively away from an SPLC office.
- b. "Telework" is defined as work which is performed on a regular, limited basis outside of an SPLC office.

Section 2. Designation of Positions

- a. The designation of positions shall be based on the needs of the employer, requirements of the job position, and the needs of the department. Individuals who were permitted to work remotely prior to March 2020 will remain so through the duration of this contract. The designation of all other positions will be re-evaluated on an annual basis.
- b. Distant Remote Work is work that does not depend upon or benefit from an employee's frequent physical presence in the states in which SPLC has an office or in an SPLC office. Employees who become Distant Remote Workers are not expected to work in the states in which SPLC has an office or in an SPLC office. They may be required to attend occasional meetings or activities in the states in which SPLC has an office or elsewhere. On those occasions, approved travel expenses will be paid by SPLC pursuant to Article 14, Expense Reimbursement.
- c. Local Remote Work is work that depends upon or benefits from an employee's frequent physical presence in the states in which SPLC has an office but can be performed at least as effectively from a location other than an SPLC office. Employees who work in positions designated as eligible for Local Remote Work are expected to attend work-related activities that occur at SPLC offices and in the states in which SPLC operates. These activities include but are not limited to trainings, meetings, events, hearings, and court appearances. Employees who perform Local Remote Work will not be compensated for time or expenses traveling between their off-site work location and their designated SPLC office. Compensation for other necessary mileage will be measured from their designated office.
- d. Telework is an option for positions that require or benefit from some regular presence in an SPLC office but may also be effectively performed on a part-time basis away from an SPLC office without compromising the work or creating a hardship for SPLC operations. Positions designated as telework eligible may work two days (16 hours) a week from an alternative work location.

Section 3. Notification of Designation of Positions.

- a. SPLC will notify the Guild of those positions which are eligible for Distant Remote Work, Local Remote Work and/or Telework. If the Guild disagrees with the designations, SPLC will provide an explanation in writing for the designation. If the Guild continues to disagree with the designation, the Guild may request a change in designation. Requests for change will not be denied without good cause. However, SPLC retains the right of final determination.

- b. SPLC shall not change any designations without Employee approval during the term of the contract.

Section 4. Remote Work

- a. **Internet Access.** Employees approved to work remotely must have reliable, high speed internet access and may not tether to their SPLC-provided cell phone or tablet for their primary access to the internet for an extended period unless there is an emergency. SPLC will provide a stipend for the cost of internet service of \$60 per month.
- b. **Expenses.** Employees approved to work remotely are expected to primarily work from home or an alternative worksite within the contiguous United States. SPLC will provide necessary office equipment and office supplies and will pay for work-related postage costs. There is no expectation that all work-related expenses will be reimbursed. When an employee needs to be present in an SPLC office due to a meeting, event, work project, or other necessary activities, the Employer will provide parking, cover the full cost of parking if parking is not provided, or cover the full cost for transit passes for those employees who commute to work via public transit rather than driving in compliance with Article 25, Safety and Health.
- c. **Employee choice.** Employees working in positions designated as Local or Distant Remote may choose to work either remotely or in an SPLC office. Employees who choose to work remotely will not have a designated workspace at an SPLC office. Employees may change their selection on an annual basis. After the initial selection after this Agreement goes into effect, employees must notify HR of their selection during the month of September for the next fiscal year (beginning November 1). Requests to change more frequently will only be allowed upon approval by the HR Department. Employees' requests made under this section will not be denied without good cause.
- d. **State of residence.** Due to the administrative costs associated with Distant Remote Work, an employee must receive prior authorization from the HR Department before locating in or to a state that has no other SPLC employees working remotely. HR must provide a final response to relocation requests within 30 calendar days. Requests will not be denied without good cause.
- e. **Choice of law.** To the extent there is a choice of law that applies to Remote Workers, Alabama state law will apply rather than the state of residence.
- f. **Notification of in-person activities.** Except in an emergency, remote local employees will be notified of requirements for SPLC-initiated in-person or in-office activities at least 24 hours in advance. Extenuating circumstances of employees will be considered. Remote local employees will be notified of required in-person department meetings or retreats at least one month in advance. Except in an emergency or when it is needed for the job, remote distant employees will be notified of requirements for SPLC-initiated in-person or in-office activities at least one month in advance.

Section 5. Telework

- a. **Internet Access.** While teleworking, employees must have reliable, high speed internet access furnished at their own expense and may not tether to their SPLC-provided cell phone or tablet for their primary access to the internet for an extended period unless there is an emergency.

- b. **Expenses.** The primary work location for employees who telework is an SPLC office. There is no expectation that all work-related expenses will be reimbursed. Employees who telework will be able to carry the SPLC laptop between the office and their alternative work location. Upon request, one monitor and a keyboard/mouse will be provided to a telework employee to use at their home. They are responsible for providing and equipping their own suitable alternative work environment other than the before mentioned provided equipment. New telework employees will be able to request reimbursement for \$100 to help equip their secondary work location.
- c. **Schedule.** Telework schedules will generally be set and reviewed on a quarterly basis. However, the telework schedule may be adjusted more frequently based on the needs of an employee and/or SPLC. Of the three office days required for telework employees, one regular weekday may be mandated by the manager or department head. The other days will be chosen at the employee's discretion.

Section 6. Productivity, Communication and Collaboration.

While teleworking or remote working, employees must be accessible and responsive to work needs and communications during the employee's normal work hours.

ARTICLE 22. LEAVE

Section 1. General

- a. The leave policies below apply to all employees, but the calculations pertain to full-time employees only. Part-time employees are offered a pro-rated amount of leave based on the percentage they work compared to a full-time employee.
- b. For exempt staff, leave may be taken in half or full days. Non-exempt employees shall take the amount of leave actually used. Employees are not required to take leave if they take some time out during a work day, and make up the same amount of work time within the same week.
- c. An employee may not use leave on the employee's last day of employment.
- d. An employee returning from leave shall be reinstated in their job at the salary, benefits, and status they would have received under this Agreement had their employment with the Employer been continuous. The employee returning from leave, paid or unpaid, shall be reinstated in their job with full seniority.
- e. When an employee is on leave, they shall not be contacted by their supervisor to assign or discuss work unless there is an emergency. If the interruption takes an hour or more during an employee's leave, the employee may request to have an equal amount of the leave time restored.

A time sensitive assignment that would typically be completed by an employee who is on leave for more than two weeks should not be saved for their return and should instead be completed by other employees.

Section 2. Vacation Leave

The Employer shall allot paid vacation to all employees. Vacation leave accrual starts on the first day of employment. Employees accrue leave at the below schedule based on years of service. All part time employees earn a pro-rated amount of vacation time. Vacation accrual stops when an employee reaches their maximum leave accrual.

Months of Service	Vacation Annual Allowance	Maximum Leave Accrual
0-12	20 days (160 hours)	15 days (120 hours)
13-24	20 days (160 hours)	25 days (200 hours)
25-60	25 days (200 hours)	30 days (240 hours)
Over 60 months	30 days (240 hours)	40 days (320 hours)

Section 3. Personal Days

- a. Effective January 1 of every year or upon hire, all employees will be granted three (3) paid personal days per year. These days may be used to observe religious and cultural holidays/observances, personal business, extend vacation, sick or bereavement leave, attend funerals for friends/extended family not covered under the bereavement leave provision, an employee's birthday, parent/teacher conferences or any other personal reason at any time during the year. Unused paid personal days will not be carried over from year to year.
- b. Paid Personal Days will not be paid out upon resignation or termination from SPLC.
- c. Employees who have submitted notice of their intent to resign from employment are not eligible to use a personal day(s).
- d. Upon request, up to thirty (30) unpaid personal days per year may be approved by an employee's supervisor.

Section 4. Sick and Caregiver Leave

- a. Time allowances

Sick or caregiver leave may be used in the following circumstances:

- i. Employee is unable to work due to illness or injury;
 - ii. Employee has a medical appointment, including mental health care appointments;
 - iii. Employee has to care for a family or household member;
 - iv. Employee is unable to work because their child cannot attend daycare or school due to unplanned closure or illness;
 - v. Employee needs to take a mental health day at employee's discretion without requirement of proof or diagnosis;
 - vi. Employee or family member is experiencing domestic violence, has been the victim of a sexual offense, stalking or human trafficking.
- b. Accrual
 - i. Employees shall accrue 12 days of sick leave annually, spread out across pay periods throughout the year. Part time employees shall accrue leave on a pro-rated basis.
 - ii. Any unused sick time accrued can be carried over from year-to-year with a cap at 360 hours.

c. Documentation

- i. The Employer shall not require employees to disclose disability, mental illness, self-harm or suicide attempts.
- ii. The Employer will not require a doctor's note or documentation for the use of sick time. However, an employee may be required to provide a doctor's note of documentation or proof of diagnosis for the use of sick time after (1) an employee has given notice of resignation or (2) the employee has used sick leave for more than three consecutive days.

Section 5. Parental Leave

- a. The Employer shall allot twelve (12) weeks of paid parental leave to all parents for the birth of a child, fostering or adoption. For employees with less than one year of service, parental leave is pro-rated in the amount of one week for each month or partial month of service. The beginning and end of leave shall be at the discretion of the employee. Leave can be taken non-consecutively. Parental leave will only be granted once per calendar year. Employees may use any accrued vacation or sick leave to extend paid leave past the parental leave without requiring supervisor approval. If FMLA leave applies, it must be used concurrently with the paid leave provided here.
- b. A pregnant employee, upon their request along with a letter from a medical provider, may be permitted to transfer from a job or working conditions that may be hazardous to themselves or the pregnancy without reduction in pay or impairment of benefits. No employee shall be required to take a leave of absence, nor shall an employee's job duties or working conditions be altered without their consent on account of pregnancy; nor shall there be any penalty for pregnancy.

Section 6. Bereavement Leave

- a. The Employer shall allot ten (10) days paid bereavement per calendar year for all employees with family members or loved ones who have died.
- b. Family members and loved ones consist of but are not limited to: a spouse or domestic partner, child, step-child, foster child, parent, sibling, grandparent, grandchild, mother-in-law and father-in-law, aunts, uncles, cousins, stepfamilies and other in-laws.
- c. The Employer shall not require documentation of the death or funeral/memorial services.

Section 7. Pregnancy Loss Leave

In the event of pregnancy or reproductive loss including, but not limited to, miscarriage, still birth, failed IVF, and abortion, the employee shall be entitled to up to ten (10) days of paid leave according to the need and circumstance in addition to available sick leave.

Section 8. Sick Leave Bank

Eligibility

- a. Employees who have exhausted their sick leave, personal days and all but 80 hours of their vacation leave due to their own medical condition or a medical condition of an immediate family member that will require the extended absence of the employee from work, may request donated sick leave from

the Sick Leave Bank. Part-time employees may request donated sick leave based on their average daily hours worked.

- b. Employees who receive donated sick time for their own medical condition may only receive enough donated time to cover them until they are released by their physician to return to work or until they are approved for long-term disability. This donated time may not exceed 480 hours (12 weeks) in a rolling 12-month period. Family/Medical Leave Act (FMLA) policy will also be in effect;
- c. Employees who receive donated sick time to care for an immediate family member with a medical condition may receive no more than 480 hours (12 weeks) in a rolling 12-month period. Family/Medical Leave Act (FMLA) policy will also be in effect.

Sick Leave Donations

Regular, full-time and part-time employees and Fellows with a minimum sick leave balance of 200 hours are eligible to donate sick leave to the sick leave bank bi-annually in the months of June and December.

The minimum number of sick leave hours that an eligible employee may donate is 8 hours per calendar year; the maximum is 80 hours per calendar year.

Employees who are currently on leave of absence, FMLA, or parental leave cannot donate sick time.

Employees who leave SPLC may donate some or all of their vacation leave balance.

Employees who would like to request donated sick leave are required to submit their request to Human Resources unless the employee is unable to do so.

Section 9. Sabbatical

- a. Paid sabbaticals may be granted in order to aid in the retention and rejuvenation of employees who have made significant, long-term contributions to SPLC. Sabbatical requests are reviewed for approval by the employee's supervisor and department head, and must be approved by the CEO or the CEO's designee for compatibility with SPLC's needs, which shall not be unreasonably withheld.
- b. If an employee wishes to take a sabbatical, they should make a proposal for an activity that will refresh and renew them, while bringing something back to the organization. If the employee leaves within a year of their sabbatical, they are obligated to repay the sabbatical.
- c. Sabbaticals must be scheduled with the employee's direct supervisor at least three months in advance. In the event of multiple requests, SPLC will stagger sabbaticals by seniority to ensure adequate staffing levels.
- d. An employee is eligible after at least five (5) years of uninterrupted employment to take one (1) paid sabbatical of one month and after at least ten (10) years of uninterrupted employment to take one (1) paid sabbatical of three months. After the 10th year of service, the calculation for sabbaticals begins back at year 0 (another one (1) month sabbatical in five more years and another three (3) month sabbatical in 10 more years). The time for accruing this benefit begins on November 17, 2020. Service prior to November 17, 2020 does not count towards any sabbatical leave.

Section 10. Guild Leave

- a. An unpaid leave of absence upon request shall be granted to an employee elected or appointed delegate to conventions of The NewsGuild-CWA, AFL-CIO or any organization with which The NewsGuild-CWA is affiliated, and to a delegate to special meetings called by The NewsGuild-CWA, or by a branch thereof or by an organization with which The NewsGuild-CWA is affiliated.
- b. An employee designated by the Guild to attend a meeting between the Employer and the Guild, shall be released for that purpose without loss of pay.

Section 11. Gender Affirmation Leave

Leave with pay for up to two weeks to accommodate gender affirmation care shall be granted upon request. The time can be used consecutively or non-consecutively at the employee's option. No employee shall be required to take a leave of absence, nor shall an employee's job duties or working conditions be altered without their consent, on account of a gender affirmation leave, nor shall there be any penalty on account of a gender affirmation leave.

Section 12. Voting

Employees are allowed up to two (2) hours leave with pay, according to each employee's specific need, to vote in any federal, state or local election. If an employee is waiting on a line to vote and needs additional time, the employee should notify their supervisor who shall grant additional time. If an employee is prohibited from bringing a cell phone into the absentee or early voting location or voting precinct, additional time needed to vote will be approved after the fact.

ARTICLE 23. HOLIDAYS

Section 1. All regular full-time and part-time employees shall receive the following paid holidays as provided herein. All holidays shall be with pay at the regular full-time or part-time employee's salary rate. All holidays will be observed on the day recognized under state law.

Section 2. Holiday pay will not be granted if a holiday occurs during an unpaid leave of absence, any other unpaid time off, following an employee's last day of work as a result of layoff, resignation or discharge.

Annual Holidays

January 1	New Year's Day
third Monday of January	Dr. Martin Luther King, Jr. Day
last Monday of May	Memorial Day
date varies	Lundi Gras (NOLA only)
date varies	Mardi Gras (NOLA only)

June 19	Juneteenth
Week of July 4 (if July 4 falls on a weekend, the week following is the holiday week)	Summer Break
first Monday of September	Labor Day
second Monday in October	Indigenous Peoples' Day
November 11	Veterans' Day
fourth Thursday of November	Thanksgiving Day
fourth Friday of November	Day after Thanksgiving
December 24 and December 25	Winter Break

There will be two (2) floating holidays per year that will be determined by the Employer before the calendar year begins.

Floating Holiday	NOLA will forfeit this day for Lundi Gras
Floating Holiday	NOLA will forfeit this day for Mardi Gras

ARTICLE 24. RELOCATION STIPEND

The Employer shall provide all newly hired and current employees who are requested to transfer to a new location a relocation stipend as set forth in the chart below. The Employer may not attempt to collect this stipend from an employee should that employee resign or be terminated from employment so long as the employee has remained employed by SPLC in the new location for one year. Except in the case of an emergency, if an employee leaves employment prior to one year, the employee will be obligated to reimburse SPLC for the relocation stipend on a pro-rated basis. The Employer shall pay half the relocation stipend before the newly hired or current employee relocates. The second half of the relocation stipend shall be included in the employee's first paycheck after relocation. This Article does not apply to an employee who has chosen or chooses to relocate for their own personal reasons and then must return to a previously assigned work location and position.

Miles from home to SPLC office	0-49	50-249	250-499	500-999	1000+
Relocation Stipend	\$0	\$6500	\$7500	\$8500	\$9500

ARTICLE 25. SAFETY AND HEALTH

Section 1. General Work Environment

- a. The Employer shall make reasonable provisions for the safety and health of all employees while at work. The Employer will also review unsafe conditions brought to its attention by the Guild or its representatives for corrective action when necessary. The Employer and the Guild recognize their obligations and rights under existing federal and state laws with respect to safety and health.
- b. As provided by federal and/or applicable state law, employees have the right to refuse work which is hazardous and will not be retaliated against or docked in pay for such a refusal.
- c. The Employer will continue to provide adequate trauma informed training and support for mental health and direct and vicarious trauma.
- d. The Employer will make a good faith effort to ensure employees have a safe place to park their automotive vehicles or bikes while working at SPLC offices. The Employer will provide parking, cover the full cost of parking if parking is not provided, or cover the full cost for transit passes for those employees who commute to work via public transit rather than driving. The monthly amount is subject to the IRS limits for parking and transit benefits and any amount in excess of the allowed limit will be taxable to the employee (2021 limit is \$270 per month). This monthly benefit does not apply to employees who are working remotely.

Section 2. Security

- a. The Employer will maintain a controlled access-secured environment.
- b. The Employer will inform the Guild and all affected employees of any known security threats or breaches in the general area of an office location and will work with building management to address any threats in the building whenever possible.
- c. The Employer will provide periodic training on self-defense.
- d. The Employer will continue to monitor the threat profile of publicly facing employees and make recommendations on their personal security, including equipment and services as needed.
- e. The Employer shall provide a service to obscure the identities of employees whose safety depends on being unsearchable on the Internet. Requests for such services may be submitted by employees to Security for evaluation of the need for and the provision of such services.

Section 3. Ergonomics, Workstations, and Equipment

- a. The Employer shall provide employees with an ergonomically appropriate workspace. The Employer will seek to accommodate individual requests as needed.

- b. Employees who work remotely may be required to demonstrate that their work location is safe and secure. Employees who work remotely shall attend ergonomic training required by the Employer.
- c. The Employer will provide all equipment to employees required by the employee's job. Upon request and/or the end of employment, employees must return equipment within seven calendar days.

Section 4. Accommodations

SPLC will work to reasonably accommodate employees with regard to a disability. SPLC will notify the Guild of any substantial change in a job and of any transfer of job duties from one to another as a result of the accommodation. SPLC will not disclose to the Guild, without the written consent of the employee requesting the accommodation, any medical information about that employee. Each office will be accessible to all employees and adhere to the American with Disabilities Act.

Section 5. Nursing and Comfort Rooms

- a. The Employer will provide a dedicated nursing room in offices where space allows. The nursing room should be reserved by the employee for the time needed. When space is unavailable for a dedicated nursing room, the Employer will ensure nursing parents are accommodated. Accommodations may include, but are not limited to, use of a private office or remote work.
- b. The Employer will maintain at least one comfort room separate from the dedicated nursing room at each office location where space allows. Employees shall have a right to maintain the reason for using the comfort room confidential from the Employer.
- c. SPLC will provide its usual cleaning services for designated nursing rooms. SPLC will provide cleaning supplies for employees after each use of the nursing rooms.
- d. At each SPLC office, SPLC will provide a first aid kit stocked at all times with a reasonable selection over the counter health remedies, a blood-pressure monitor and a non-contact infrared thermometer.

Section 6. Illness and Injury

- a. The Employer shall provide the Guild with OSHA-reportable incidents of accidents and injuries.
- b. Personal protective equipment will be provided by the Employer, as appropriate and available, at no cost to employees when performing SPLC work.

ARTICLE 26. HEALTH BENEFITS

Health and Welfare Plans

- A. The Employer shall maintain the medical, dental, vision, AFLAC (or similar organization providing supplemental insurance), long-term disability, FSA and Dependent Care Account (DCA) benefits that are in effect at the time of this Agreement.
- B. The Employer shall provide the current medical and dental insurance plans for individual and family at the current cost-share to employees.

- a. SPLC shall continue dental coverage to include the cost of prosthetic services (dentures, full and partial; bridges, fixed and removable; inlays, onlays and crown restorations) covered at 75% and subject to the \$25 deductible and annual maximum) and will add additional coverage for implants in the plan year beginning August 2022. Orthodontic benefits are offered for dependent children under the age of 26. The lifetime cap is \$1,500 per covered member. Oral surgery and anesthesia are covered at 100% after the \$25 deductible.
 - b. SPLC shall continue to ensure health coverage includes bariatric surgery, including excess skin removal.
 - c. SPLC will cover assisted reproductive therapies (ART) under the health plan at 100%, subject to the plan's co-pays and deductibles and ART services limit, as provided under the current August 1, 2021 Blue Cross Blue Shield of Alabama plan.
 - d. SPLC shall continue to include mental health coverage for employees and dependents:
 - i. Coverage must include self-harm hospitalization and treatment;
 - ii. Out-of-network therapists at the out-of-network level based on the current plan; and
 - iii. Mental health coverage as part of long-term disability coverage.
 - e. SPLC shall maintain preventive coverage subject to the Affordable Care Act and include additional preventive services (urinalysis, CBC, cholesterol, and blood glucose labs) covered at 100%, limited to one per household member per calendar year for each service.
 - f. SPLC shall have abortion coverage provided for employees and dependents in all states, as allowed by state law. If abortions are forbidden by state law or are unavailable in that state, an employee may obtain abortion services from a network provider out of state.
- C. SPLC shall continue the annual payout for employees that opt out of health insurance coverage.
- D. SPLC shall provide coverage for an employee's domestic partner and their dependents. One domestic partner may be designated during the open enrollment period. The domestic partner must not be related by blood to a degree of closeness that would prohibit legal marriage in the State in which the employee legally resides. The employee shall notify SPLC within thirty (30) days of dissolution of the domestic partnership. If an eligible domestic partner declines coverage, there is no entitlement to waive the benefit and receive a cash payment in lieu of the benefit. In order to be eligible for domestic partner benefits, an employee must sign a certification of domestic partnership as set forth in Exhibit A, attached.
- E. Should legislation at the state or national level be passed or action be taken in state or federal courts concerning healthcare reform, abortion, or birth control, this section can--by mutual consent--be reopened for negotiations.

ARTICLE 27. SURRAGOCY, ADOPTION, AND FOSTERING

The Employer will provide financial reimbursement for necessary services in connection with adoption, fostering, and surrogacy in the amount of \$5,000 per adoption, instance of fostering, or surrogacy attempt, with a lifetime maximum of \$15,000. The benefit may be obtained in advance by request to the Human Resources Department. Documentation of use of the funds must be provided within 90 days of receiving the advance. If documentation is not provided, the employee will be responsible for reimbursing any funds that were advanced.

ARTICLE 28. WAGES

Section 1. Established Wages

Under this article, no employee will have a reduction in wages upon implementation. Wages in this Agreement will go into effect, on a pro-rated basis, beginning on the first payroll period following the execution of this Agreement.

Section 2. Job Titles by Salary Group

All bargaining unit positions shall be divided into the groups set forth in Appendix A to this Agreement.

Section 3. Salary Groups and Wage Table

Minimum salaries for all bargaining unit employees are based on (1) their total years of employment at SPLC and (2) their current Job Title within the Salary Group list, as set forth in the Wage Table, Appendix B, to this Agreement. Part-time employees will be paid at an equivalent hourly rate. An employee who is promoted to a higher classification during the term of this Agreement shall be placed on the chart according to their new Salary Group and years of SPLC employment and paid accordingly.

Section 4. Annual Increases

- A. The minimum salaries listed in the Wage Table, Appendix B, increase as indicated in the Wage Table:
 - 5% on November 1, 2022
 - 3% on November 1, 2023
 - 3% on November 1, 2024

- B. On November 1 of each of the above-years, employees with a hire date in May-October will move up the Wage Table, within their Salary Group, based on their years of SPLC employment, up to a maximum of twenty (20) years. Employees with a hire date in November - April will move up the Wage table in the same manner the following May 1st. Employees who currently earn above their years of service level within the Wage Table will only receive the annual percentage increases set forth in Paragraph A above.

Section 5. Longevity Increases

- A. Effective the first payroll period following November 1, 2023, and each November 1 thereafter during the term of this Agreement, bargaining unit employees who meet the criteria in

subparagraph (B) below will receive a one-time increase of five percent (5%) (“Longevity Increase”) plus the Annual Increase(s), provided that they have not received a longevity increase previously in their current position.

- B. Employees who have been in their current position for at least three (3) years and meet one of the following criteria will be eligible for a Longevity Increase as defined in subparagraph (A) above: (1) There is no promotion pathway for the position, or (2) there is no business need for promotion (but the employee would have been promoted based on performance if there were a business need).

Section 6. New Hires

The Employer will place new hires in the appropriate salary group herein. A new hire may receive credit for previous work experience and such credit shall be used solely for determining pay, but not for years of service for other seniority purposes. Part-time employees will be paid at an equivalent hourly rate.

Section 7. Location Differential

Employees assigned in the following office locations will receive yearly additional compensation distributed across their bi-weekly paychecks:

Atlanta/Decatur, New Orleans, and Tallahassee - \$3,000

Miami - \$7,000

Washington, D.C. - \$8,500

- A. Employees who move from a location where they receive a differential to a less expensive one, or a location not offering a differential will forfeit the entire differential or a portion of the differential (depending on the office to which they relocate) beginning the next pay period after their relocation.
- B. Employees who choose Remote Distant will not receive a location differential.
- C. Employees who choose Remote Local are eligible for a location differential, based on their assigned office location.
- D. Employees will receive the location differential in addition to wherever their salary moves to in Appendix B or to their current salary, whichever is higher.

Section 8. Additional Job Responsibilities and Interim Assignments

- A. When an employee is assigned to spend at least 25% of their time performing significant job responsibilities beyond their job position or description, that employee will receive a \$2,000 bonus for each month, prorated if necessary, that they are assigned those responsibilities.
- B. If an employee is named interim of a position due to a vacancy or other staffing need, they will receive a 15% salary increase or an increase to the Salary Group of the interim position, whichever is greater. Once the interim assignment ends, the employee will return to their previous salary, plus any annual salary increase that they would have received during the assignment.

ARTICLE 29. RETIREMENT

- a. The Employer shall maintain a 401(k) Retirement Savings Plan. Employee participation in the plan shall begin on the first (1st) day of employment for all bargaining unit employees.
- b. The Employer shall match employee contributions to the 401(k) plan dollar-for-dollar at a rate of at least four percent (4%) of an employee's annual salary.
- c. The Employer shall make an annual contribution to employees' 401(k) accounts at least equal to 6% of an employee's salary.
- d. An employee shall vest one hundred percent (100%) of their contribution and the 3% Safe Harbor Nonelective contribution on their date of hire.
- e. To the maximum extent possible permitted under law, Employer will continue to provide a 401(K) plan that permits employees the ability to engage in socially responsible investing in line with the Employer and union values.

ARTICLE 30. STRIKES AND LOCKOUTS

Neither the Guild nor any employee shall induce, engage in or condone any strike (including but not limited to economic strikes, unfair labor practice strikes and sympathy strikes), slowdown or work stoppage during the term of this Agreement. SPLC shall not lock out its employees during the term of this Agreement.

ARTICLE 31. LEGAL CONFLICT

Should any provision of this Agreement be adjudged unlawful by a court of competent jurisdiction or other tribunal, such provision shall be treated for all purposes as null and void, but all other provisions of this Agreement shall continue to be in full force and effect. The parties shall renegotiate the unlawful provisions.

ARTICLE 32. DURATION AND SUCCESSORSHIP

Section 1. Duration

- a. This Agreement will take effect as of the date this Agreement is signed, and will remain in effect for three years. It shall inure to the benefit of and be binding upon the successors and assigns of the organization.
- b. This Agreement will continue in effect from year to year thereafter unless written notice of desire to modify or terminate this Agreement is given by either party to the other 60 days prior to the final date or the anniversary date if the Agreement rolls over after the first three years. The terms and conditions of this Agreement shall remain in effect until such negotiations are lawfully terminated.



Lecia Brooks, Chief of Staff

Lamonica Solomon

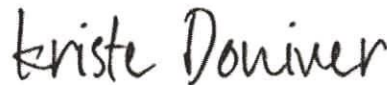
LaMonica Solomon, Deputy Director of HR



Amy Sadler, Director of Finance



Coshandra Dillard



Kriste Doniver



Esteban Gil



Greg Faulkner



Katherine Glenn

Lisa D. Wright

Lisa Wright

s/Rose Murray

Rose Murray



Eric Geist, WBNG Local Representative

APPENDIX A. SALARY GROUPS**Group A**

Accounting Clerk	Donor Services Associate
Accounting Records & Expense Reports Associate	Editorial Assistant
Accounting Records & Payables Associate	Gift Processing Coordinator
Administration Operations Assistant	IT Service Clerk/Entry Level Tech
Administrative Assistant	Media Assistant
Administrative Assistant - SIFI	Outreach Representative
Application Support Assistant	Production Coordinator
Development Associate	Production Data Specialist
Donor Relations Coordinator	Visitor Services Representative

Group B

Accounting Specialist	Litigation Advocate
Bequest Coordinator	Office Administrator
Bilingual Administrative Assistant	Planned Giving Coordinator
Coordinator, Major & Mid-Level Giving	Program Associate
Corporate Gift Coordinator	Purchasing Assistant
Development & Events Coordinator	Senior Donor Relations Coordinator
Donor Relations Coordinator - Bilingual	Senior Outreach Representative
Donor Services Senior Associate	Senior Production Coordinator
Donor Services Specialist	SIFI Helpline Intake Specialist
Education Coordinator	SIFI Project Coordinator
Institutional Giving Coordinator	SIFI Remote Teams Coordinator
Legal Assistant	Support Services Technician

Group C

Data Integrity Specialist	Political Campaigns Coordinator
Designer	Professional Development Coordinator
Development Copywriter	Program Coordinator
Direct Response Marketing Coordinator	Purchasing Coordinator
Distinguished Gifts Engagement Specialist	Regional Community Organizer
Donor Relations Specialist	Senior Administrative Assistant
Facilities Coordinator	Senior Bilingual Administrative Assistant
Information Specialist	Senior Litigation Advocate
Investigator	Senior SIFI Helpline Intake Specialist
Junior Data Analyst	Senior SIFI Project Coordinator
Litigation Paralegal	Senior SIFI Remote Teams Coordinator
Marketing Coordinator	Senior Support Services Technician
Media Strategist	Social Media Strategist
Office Manager	State Community Organizer

Group D

Development Writer	Senior Data Integrity Specialist
E-mail Specialist/Writer	Senior Designer
Employee Giving Specialist	Senior Investigator
Grant Writer	Senior Litigation Paralegal
New Media Associate	Senior Media Strategist
Program Manager, Community Advocacy Partnerships	Specialist, Curriculum and Training
Program Manager, School Partnerships	Specialist, Digital Platforms
Project Manager, Creative	Specialist, Program Management & Ops
Project Manager, JEDI	Staff Writer
Project Manager, Mississippi State Office	Video Producer/Designer
Research Analyst	Web Project Manager

Group E

Associate Editor	Professional Learning Facilitator
Copy Editor	Research Analyst/Spokesperson
Data & Research Analyst	Senior Researcher, Development
Development Officer, Major Gifts	Senior Staff Writer
Development Officer, Midlevel Gifts	Senior Video Producer/Designer
Direct Services Attorney I – SIFI (1 – 3 years)	Senior Web Project Manager
Field Director	Senior Writer
Investigative Reporter	Staff Attorney I (1 - 3 years)
Junior Database Administrator	Trainer, JEDI
Law Fellow	

Group F

Direct Services Attorney II – SIFI (4 & 5 years)	Senior Investigative Reporter
Editor	Senior Research Analyst
Policy Associate	Special Projects Editor
Programmer/Analyst	Staff Attorney II (4 & 5 years)
Senior Accountant	Systems Administrator
Senior Business Analyst	Web Producer

Group G

Cyber Security Engineer	Senior Investigative Reporter/Spokesperson
Senior Direct Services Attorney I – SIFI (6 & 7 years)	Senior Planned Giving Officer
Network Engineer	Senior Research Analyst/Spokesperson
Policy Analyst	Senior Staff Attorney I (6 & 7 years)
Policy Counsel	Senior Systems Administrator
Regional Policy Analyst	Senior Special Projects Editor
Senior Development Officer	Senior Web Producer
Senior Editor	

Group H

Development Officer - Regional (NW, NY and CA)	Senior Direct Services Attorney II (8 & 9 years)
Lead Attorney - SIFI	Senior Staff Attorney II (8 & 9 years)
Senior Cloud Engineer	

Group I

Senior Direct Services Attorney III (10 & 11 years)	Senior Staff Attorney III (10 & 11 years)
Senior Lead Attorney - SIFI	

Group J

Senior Direct Services Attorney IV (12+ years)	Senior Policy Counsel
Senior Policy Advisor	Senior Staff Attorney IV (12+ years)

All attorney positions are based on years out of law school

APPENDIX B. WAGE TABLE

Years at SPLC

Upon Implementation

Group	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	>20
A	\$40,000	\$41,000	\$42,000	\$43,000	\$44,000	\$45,000	\$46,000	\$47,000	\$48,000	\$49,000	\$50,000	\$51,000	\$52,000	\$53,000	\$54,000	\$55,000	\$56,000	\$57,000	\$58,000	\$59,000	\$60,000	\$60,000
B	\$43,580	\$44,580	\$45,580	\$46,580	\$47,580	\$48,580	\$49,580	\$50,580	\$51,580	\$52,580	\$53,580	\$54,580	\$55,580	\$56,580	\$57,580	\$58,580	\$59,580	\$60,580	\$61,580	\$62,580	\$63,580	\$63,580
C	\$50,115	\$51,115	\$52,115	\$53,115	\$54,115	\$55,115	\$56,115	\$57,115	\$58,115	\$59,115	\$60,115	\$61,115	\$62,115	\$63,115	\$64,115	\$65,115	\$66,115	\$67,115	\$68,115	\$69,115	\$70,115	\$70,115
D	\$57,635	\$58,635	\$59,635	\$60,635	\$61,635	\$62,635	\$63,635	\$64,635	\$65,635	\$66,635	\$67,635	\$68,635	\$69,635	\$70,635	\$71,635	\$72,635	\$73,635	\$74,635	\$75,635	\$76,635	\$77,635	\$77,635
E	\$66,280	\$67,280	\$68,280	\$69,280	\$70,280	\$71,280	\$72,280	\$73,280	\$74,280	\$75,280	\$76,280	\$77,280	\$78,280	\$79,280	\$80,280	\$81,280	\$82,280	\$83,280	\$84,280	\$85,280	\$86,280	\$86,280
F	\$76,220	\$77,220	\$78,220	\$79,220	\$80,220	\$81,220	\$82,220	\$83,220	\$84,220	\$85,220	\$86,220	\$87,220	\$88,220	\$89,220	\$90,220	\$91,220	\$92,220	\$93,220	\$94,220	\$95,220	\$96,220	\$96,220
G	\$87,650	\$88,650	\$89,650	\$90,650	\$91,650	\$92,650	\$93,650	\$94,650	\$95,650	\$96,650	\$97,650	\$98,650	\$99,650	\$100,650	\$101,650	\$102,650	\$103,650	\$104,650	\$105,650	\$106,650	\$107,650	\$107,650
H	\$100,800	\$101,800	\$102,800	\$103,800	\$104,800	\$105,800	\$106,800	\$107,800	\$108,800	\$109,800	\$110,800	\$111,800	\$112,800	\$113,800	\$114,800	\$115,800	\$116,800	\$117,800	\$118,800	\$119,800	\$120,800	\$120,800
I	\$115,920	\$116,920	\$117,920	\$118,920	\$119,920	\$120,920	\$121,920	\$122,920	\$123,920	\$124,920	\$125,920	\$126,920	\$127,920	\$128,920	\$129,920	\$130,920	\$131,920	\$132,920	\$133,920	\$134,920	\$135,920	\$135,920
J	\$133,310	\$134,310	\$135,310	\$136,310	\$137,310	\$138,310	\$139,310	\$140,310	\$141,310	\$142,310	\$143,310	\$144,310	\$145,310	\$146,310	\$147,310	\$148,310	\$149,310	\$150,310	\$151,310	\$152,310	\$153,310	\$153,310

November 1, 2022

Group	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	>20
A	\$42,000	\$43,050	\$44,100	\$45,150	\$46,200	\$47,250	\$48,300	\$49,350	\$50,400	\$51,450	\$52,500	\$53,550	\$54,600	\$55,650	\$56,700	\$57,750	\$58,800	\$59,850	\$60,900	\$61,950	\$63,000	\$63,000
B	\$45,759	\$46,809	\$47,859	\$48,909	\$49,959	\$51,009	\$52,059	\$53,109	\$54,159	\$55,209	\$56,259	\$57,309	\$58,359	\$59,409	\$60,459	\$61,509	\$62,559	\$63,609	\$64,659	\$65,709	\$66,759	\$66,759
C	\$52,621	\$53,671	\$54,721	\$55,771	\$56,821	\$57,871	\$58,921	\$59,971	\$61,021	\$62,071	\$63,121	\$64,171	\$65,221	\$66,271	\$67,321	\$68,371	\$69,421	\$70,471	\$71,521	\$72,571	\$73,621	\$73,621
D	\$60,517	\$61,567	\$62,617	\$63,667	\$64,717	\$65,767	\$66,817	\$67,867	\$68,917	\$69,967	\$71,017	\$72,067	\$73,117	\$74,167	\$75,217	\$76,267	\$77,317	\$78,367	\$79,417	\$80,467	\$81,517	\$81,517
E	\$69,594	\$70,644	\$71,694	\$72,744	\$73,794	\$74,844	\$75,894	\$76,944	\$77,994	\$79,044	\$80,094	\$81,144	\$82,194	\$83,244	\$84,294	\$85,344	\$86,394	\$87,444	\$88,494	\$89,544	\$90,594	\$90,594
F	\$80,031	\$81,081	\$82,131	\$83,181	\$84,231	\$85,281	\$86,331	\$87,381	\$88,431	\$89,481	\$90,531	\$91,581	\$92,631	\$93,681	\$94,731	\$95,781	\$96,831	\$97,881	\$98,931	\$99,981	\$101,031	\$101,031
G	\$92,033	\$93,083	\$94,133	\$95,183	\$96,233	\$97,283	\$98,333	\$99,383	\$100,433	\$101,483	\$102,533	\$103,583	\$104,633	\$105,683	\$106,733	\$107,783	\$108,833	\$109,883	\$110,933	\$111,983	\$113,033	\$113,033
H	\$105,840	\$106,890	\$107,940	\$108,990	\$110,040	\$111,090	\$112,140	\$113,190	\$114,240	\$115,290	\$116,340	\$117,390	\$118,440	\$119,490	\$120,540	\$121,590	\$122,640	\$123,690	\$124,740	\$125,790	\$126,840	\$126,840
I	\$121,716	\$122,766	\$123,816	\$124,866	\$125,916	\$126,966	\$128,016	\$129,066	\$130,116	\$131,166	\$132,216	\$133,266	\$134,316	\$135,366	\$136,416	\$137,466	\$138,516	\$139,566	\$140,616	\$141,666	\$142,716	\$142,716
J	\$139,976	\$141,026	\$142,076	\$143,126	\$144,176	\$145,226	\$146,276	\$147,326	\$148,376	\$149,426	\$150,476	\$151,526	\$152,576	\$153,626	\$154,676	\$155,726	\$156,776	\$157,826	\$158,876	\$159,926	\$160,976	\$160,976

November 1, 2023

Group	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	>20
A	\$43,260	\$44,342	\$45,423	\$46,505	\$47,586	\$48,668	\$49,749	\$50,831	\$51,912	\$52,994	\$54,075	\$55,157	\$56,238	\$57,320	\$58,401	\$59,483	\$60,564	\$61,646	\$62,727	\$63,809	\$64,890	\$64,890
B	\$47,132	\$48,213	\$49,295	\$50,376	\$51,458	\$52,539	\$53,621	\$54,702	\$55,784	\$56,865	\$57,947	\$59,028	\$60,110	\$61,191	\$62,273	\$63,354	\$64,436	\$65,517	\$66,599	\$67,680	\$68,762	\$68,762
C	\$54,199	\$55,281	\$56,362	\$57,444	\$58,525	\$59,607	\$60,688	\$61,770	\$62,851	\$63,933	\$65,014	\$66,096	\$67,177	\$68,259	\$69,340	\$70,422	\$71,503	\$72,585	\$73,666	\$74,748	\$75,829	\$75,829
D	\$62,332	\$63,414	\$64,495	\$65,577	\$66,658	\$67,740	\$68,821	\$69,903	\$70,984	\$72,066	\$73,147	\$74,229	\$75,310	\$76,392	\$77,473	\$78,555	\$79,636	\$80,718	\$81,799	\$82,881	\$83,962	\$83,962
E	\$71,682	\$72,763	\$73,845	\$74,926	\$76,008	\$77,089	\$78,171	\$79,252	\$80,334	\$81,415	\$82,497	\$83,578	\$84,660	\$85,741	\$86,823	\$87,904	\$88,986	\$90,067	\$91,149	\$92,230	\$93,312	\$93,312
F	\$82,432	\$83,513	\$84,595	\$85,676	\$86,758	\$87,839	\$88,921	\$90,002	\$91,084	\$92,165	\$93,247	\$94,328	\$95,410	\$96,491	\$97,573	\$98,654	\$99,736	\$100,817	\$101,899	\$102,980	\$104,062	\$104,062
G	\$94,793	\$95,875	\$96,956	\$98,038	\$99,119	\$100,201	\$101,282	\$102,364	\$103,445	\$104,527	\$105,608	\$106,690	\$107,771	\$108,853	\$109,934	\$111,016	\$112,097	\$113,179	\$114,260	\$115,342	\$116,423	\$116,423
H	\$109,015	\$110,097	\$111,178	\$112,260	\$113,341	\$114,423	\$115,504	\$116,586	\$117,667	\$118,749	\$119,830	\$120,912	\$121,993	\$123,075	\$124,156	\$125,238	\$126,319	\$127,401	\$128,482	\$129,564	\$130,645	\$130,645
I	\$125,367	\$126,449	\$127,530	\$128,612	\$129,693	\$130,775	\$131,856	\$132,938	\$134,019	\$135,101	\$136,182	\$137,264	\$138,345	\$139,427	\$140,508	\$141,590	\$142,671	\$143,753	\$144,834	\$145,916	\$146,997	\$146,997
J	\$144,175	\$145,256	\$146,338	\$147,419	\$148,501	\$149,582	\$150,664	\$151,745	\$152,827	\$153,908	\$154,990	\$156,071	\$157,153	\$158,234	\$159,316	\$160,397	\$161,479	\$162,560	\$163,642	\$164,723	\$165,805	\$165,805

November 1, 2024

Group	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	>20
A	\$44,558	\$45,672	\$46,786	\$47,900	\$49,014	\$50,128	\$51,241	\$52,355	\$53,469	\$54,583	\$55,697	\$56,811	\$57,925	\$59,039	\$60,153	\$61,267	\$62,381	\$63,495	\$64,609	\$65,723	\$66,837	\$66,837
B	\$48,546	\$49,660	\$50,774	\$51,888	\$53,002	\$54,115	\$55,229	\$56,343	\$57,457	\$58,571	\$59,685	\$60,799	\$61,913	\$63,027	\$64,141	\$65,255	\$66,369	\$67,483	\$68,597	\$69,711	\$70,825	\$70,825
C	\$55,825	\$56,939	\$58,053	\$59,167	\$60,281	\$61,395	\$62,509	\$63,623	\$64,737	\$65,851	\$66,965	\$68,079	\$69,193	\$70,307	\$71,421	\$72,535	\$73,649	\$74,763	\$75,877	\$76,991	\$78,105	\$78,105
D	\$64,202	\$65,316	\$66,430	\$67,544	\$68,658	\$69,772	\$70,886	\$72,000	\$73,114	\$74,228	\$75,342	\$76,456	\$77,570	\$78,684	\$79,798	\$80,912	\$82,026	\$83,140	\$84,254	\$85,368	\$86,482	\$86,482
E	\$73,832	\$74,946	\$76,060	\$77,174	\$78,288	\$79,402	\$80,516	\$81,630	\$82,744	\$83,858	\$84,972	\$86,086	\$87,200	\$88,314	\$89,428	\$90,542	\$91,656	\$92,770	\$93,884	\$94,998	\$96,112	\$96,112
F	\$84,905	\$86,019	\$87,133	\$88,247	\$89,361	\$90,475	\$91,589	\$92,703	\$93,817	\$94,931	\$96,045	\$97,159	\$98,273	\$99,387	\$100,501	\$101,615	\$102,729	\$103,843	\$104,957	\$106,071	\$107,185	\$107,185
G	\$97,637	\$98,751	\$99,865	\$100,979	\$102,093	\$103,207	\$104,321	\$105,435	\$106,549	\$107,663	\$108,777	\$109,891	\$111,005	\$112,119	\$113,233	\$114,347	\$115,461	\$116,575	\$117,689	\$118,803	\$119,917	\$119,917
H	\$112,286	\$113,400	\$114,514	\$115,628	\$116,742	\$117,856	\$118,970	\$120,084	\$121,198	\$122,312	\$123,426	\$124,540	\$125,654	\$126,768	\$127,882	\$128,996	\$130,110	\$131,224	\$132,338	\$133,452	\$134,566	\$134,566
I	\$129,129	\$130,243	\$131,357	\$132,471	\$133,585	\$134,699	\$135,813	\$136,927	\$138,041	\$139,155	\$140,269	\$141,383	\$142,497	\$143,611	\$144,725	\$145,839	\$146,953	\$148,067	\$149,181	\$150,295	\$151,409	\$151,4

EXHIBIT A. CERTIFICATION OF DOMESTIC PARTNERSHIP

I, _____, certify that _____ is my domestic partner and that we are in a relationship of mutual care and support. In the event of dissolution of the domestic partnership, I agree to notify the Southern Poverty Law Center (“SPLC”) within thirty days. I understand and agree that this will cause SPLC-provided health insurance for my former domestic partner to terminate.

Dated this ____ day of _____, 20____, in the city of _____, state of _____.