

## Preamble

This Agreement is made effective this \_\_\_\_ date of \_\_\_\_\_, between Democratic Socialists of America (DSA), a socialist advocacy and public education organization, and the Washington-Baltimore News Guild, (the Guild), chartered by The News Guild-Communications Workers of America as Local 32035, for itself and on behalf of all the employees described in Article 1.

## **Article 1. Recognition/Coverage**

### Section 1. Recognition

DSA hereby recognizes the Guild as the exclusive representative of all employees in the bargaining unit hereinafter defined for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment. When the term “employee” appears in this Agreement it means a bargaining unit employee unless otherwise specified or the context requires otherwise.

### Section 2. Bargaining Unit

The bargaining unit shall consist of: All DSA employees, regardless of geographic location or worksite, who are regularly scheduled to work 15 hours or more per week, excluding supervisory, managerial and confidential employees as defined in the National Labor Relations Act (NLRA) and temporary employees working up to 3 months.

### Section 3. Bargaining Unit Employees' Work

- a. The term “unit work” when used in this Agreement means the kind of work either normally or presently performed by employees within the bargaining unit covered by this Agreement, and any other kind of work assigned to be performed by bargaining unit employees.
- b. DSA will not assign unit work to non-unit DSA personnel if that assignment would result in layoff of a bargaining employee or

elimination of a bargaining unit position, or a reduction of a part-time or full-time bargaining unit employees' regular non-overtime hours.

## **Article 2. Union Shop & Dues Deduction**

### Section 1. Union Members in Good Standing

It shall be a condition of employment that all employees of DSA in the bargaining unit referred to in Article 1 who are members of the Guild in good standing on the effective date of this Agreement shall remain members in good standing and all other bargaining unit employees shall become members within thirty-one days of the effective date of this Agreement. All new employees shall by the thirty-first day following their first date of work become and remain members in good standing in the Guild. The provisions of this Article shall be effective, implemented, and administered in accordance and consistent with applicable provisions of federal, New York, District of Columbia, and state laws.

### Section 2. Dues

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

### Section 3. Payroll Deductions for COPE

DSA shall provide for payroll deductions for CWA-COPE on behalf of employees who authorize such deductions in writing.

### Section 4. Indemnity

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

## **Article 3. Information Furnished to the Guild and DSA**

### Section 1. Annual Information

DSA will furnish the Guild annually the following information in connection with employees represented by the Guild:

- Name
- Start date
- Full-time or part-time
- Job Classification
- Rate of pay, whether hourly or salary
- Work location
- Date of birth
- Ethnic group when known
- Gender when known
- Home address

### Section 2. Updated Information

DSA shall notify the Guild in writing or electronically of the following within 2 weeks of occurrence:

- New bargaining unit employees – including all the information required in Section 1.
- Changes in job title for bargaining unit employees, salary changes by reason thereof, and effective date, and changes of supervisor for unit employees.
- Resignations, retirements, deaths, promotion and/or transfers out of the bargaining unit of bargaining unit employees, and respective dates.
- Names of temporary employees or interns placed at DSA, for more than six months, along with department, and educational or training purpose.

### Section 3. Notification of Changes

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

#### **Article 4. Management Rights**

DSA reserves, and the Guild recognizes, that DSA retains all management rights and prerogatives not expressly limited or modified by this Agreement.

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

##### Section 1. Union Meetings

Subject to availability and upon reasonable request by the Guild, DSA shall provide space on its premises and use of its communications technology for meetings of bargaining unit employees at mutually agreeable times.

Employees shall be excused with pay for one (1) hour each month to attend Union-called meetings during employees' lunch break; DSA will provide coverage during this meeting to ensure front desk staff are able to attend.

##### Section 2. Conduct of Union Business by Bargaining Unit Employee-Representatives

Upon advance request by the Guild, unit employees designated as Guild representatives shall be granted time off from their work, without loss of pay, to conduct necessary Guild business administering the contract.

Representatives may use up to forty-eight (48) hours between them for all such union business within a calendar year. The Guild's request for leave should be submitted as early as possible, and leave requests shall be granted by DSA except in the case of a legitimate organizational necessity requiring the employee's attendance. The Guild shall notify DSA in writing of employees designated under this section.

### Section 3. Participation in Union Negotiating Committee

A bargaining committee may be designated by the Guild with employees to be excused from their work, without loss of pay, to participate in the Guild's contract negotiating committee for the duration of contract negotiations. The Guild shall notify DSA in writing of the members of the committee before the commencement of bargaining.

## **Article 6. Grievance and Arbitration**

### Section 1. Definition of Grievance and Grievant

A grievance means a dispute or controversy arising out of or involving the interpretation, application, administration or alleged violation of this Agreement, except as explicitly excluded from this Article. The term "grievant" shall be considered to include: any individual bargaining unit employee, a group of bargaining unit employees or the Guild.

### Section 2. Initiation and Processing of Grievances

*Step One:* Grievances shall be filed in writing by a representative of the Guild with the DSA National Director within fifteen (15) business days after the occurrence, or within fifteen (15) business days after the grievant or Guild become aware of the occurrence, or should have reasonably become aware of the occurrence. A grievance shall specify the name of the grievant(s), the action(s) complained of, the approximate date(s) on which the action(s) occurred, the provision(s) of this Agreement that the Guild contends have been violated, and the remedy sought. Efforts to adjust grievances shall be made on DSA work time within reason.

*Step Two:* There shall be a meeting between a Guild steward, the grievant and the DSA-designated management representative(s) within fifteen (15) business days of the receipt of the written grievance. The meeting may take place via video conference and does not have to occur in either New York City nor Washington, DC. DSA shall respond in writing to the Guild steward within fifteen (15) business days of this meeting. If no written response from DSA is

received by that deadline, the grievance shall automatically be deemed denied in writing by DSA as of that deadline.

*Step Three:* Any timely filed grievance that is not satisfactorily resolved between the parties may be submitted to final and binding arbitration in accordance with Section 3, below.

### Section 3. Arbitration

- a. Any matter involving the interpretation, application, administration or alleged violation of this Agreement (except renewal or extension of this Agreement), including a question of whether or not a matter is arbitrable, that is not satisfactorily settled in either Step One or Step Two, may be submitted to final and binding arbitration by a written Notice to Arbitrate served by either party on the other within thirty (30) business days of DSA's written Step Two response (or in the event of an automatic denial by lack of timely response, within thirty (30) business days of the deadline for DSA's Step Two response). The parties mutually recognize the importance of using this period to confer and attempt to amicably reach final resolution of the grievance and thus avoid arbitration.
- b. If, on submission to arbitration, the parties cannot agree on the impartial arbitrator, then the Federal Mediation and Conciliation Service (FMCS) will be requested to designate a panel of arbitrators, and the arbitrator shall be selected by the parties alternately striking names from the list until one name remains and that person shall be the arbitrator. All joint costs of such arbitration (for example, any FMCS fees, the fees and expenses of the arbitrator, hearing room costs) shall be borne equally by the parties, except that no party shall be obligated to pay any part of the cost of a stenographic transcript without express consent. Each party shall bear the expenses it incurs solely on its own behalf (for example, witness expenses – excluding DSA employees who are witnesses – and attorney's fees).
- c. The Arbitrator shall have no power to add to, subtract from, alter, amend or modify any of the terms and provisions of this Agreement.

#### Section 4. Extension of Time Limits

By written agreement the parties may extend the time limits set forth in this article to permit further investigation, discussion, and negotiation for resolution. Failure to file a grievance in a timely fashion in one instance shall not preclude filing on a similar issue which occurs subsequently.

#### **Article 7. Hiring Internal Applicants**

- a. DSA shall notify all employees, by email or similar method, of any vacancy in an existing or newly created position it intends to fill. DSA may also advertise the position externally at the same time it posts internally.
- b. Employees shall have five (5) business days from the date of the posting to apply for the vacancy, which shall obligate DSA to interview the internal applicant prior to interviewing outside applicants, unless the internal bidder is unavailable. After five (5) business days, employees are still eligible to apply as an internal applicant up until the position closing date, but they will not necessarily be interviewed before external applicants.
- c. Successful bidders/applicants shall be chosen based on their qualifications, such as experience, skill, and job-related knowledge. Qualifications for a position shall be determined by DSA.
- d. Wherein DSA's judgment of the qualifications of an internal applicant and an outside applicant are substantially equal, DSA shall award the position to the internal bidder.
- e. Where DSA is deciding between two internal applicants whose qualifications, in DSA's judgment, are substantially equal, seniority shall be given primary consideration.
- f. If an employee is not awarded a position, upon request, DSA will meet with the employee and, at the employee's option, a representative of

the Guild to discuss the reasons for non-selection. This meeting must be held within five (5) business days of request.

### **Article 8. Probation**

- a. All new employees shall serve a three (3) month probationary period, beginning on their first day of work, which may be extended to six (6) months on notice by DSA to the Guild prior to the end of month three (3). During the probation period, DSA shall have the unlimited right to discipline or discharge the employee, and such discipline or discharge shall not be subject to the grievance procedure set forth in Article 6. Prior to the end of month three (3), or month six (6) if probation is extended, the supervisor will provide feedback on performance to date, and any areas of concern that could lead to termination or a changed job description.
- b. No later than two work weeks before the end date of the probationary period, the employee will receive the following notifications in writing:
  - whether they will be moved to permanent status or terminated;
  - a job description for a permanent position if offered (either identical to the first or reflecting changes made);
  - any changes in title or salary attendant with changes in job description.

### **Article 9. Seniority**

- a. An employee's seniority date shall be the employee's first day of work with DSA, as either a bargaining unit or non-bargaining unit employee. Except as provided below, employees shall retain their original seniority date only while continuously employed by DSA. For purposes of this provision, employees shall be deemed continuously employed by DSA while on approved paid leave of absence from DSA and while employed by DSA in a non-unit position. Former employees who return to employment in a unit position will be deemed new hires for purposes of seniority date and probationary period.



- b. Employees who are laid off will retain their original seniority date for up to twelve (12) months, and employees who take an approved unpaid leave of absence from DSA will retain their original seniority date for up to six (6) months.

### **Article 10. Remote Work and Flex Time**

To be eligible for either Remote Work or Flex Time, employees must:

- a. Their job duties must be suitable to a remote work or flex time arrangement, as determined by their job description.
- b. Remote work and/or flex time may be granted by a supervisor and must be arranged in advance.
- c. Employees will communicate their planned schedules with their supervisors during 1:1 meetings and through the use of their shared calendar.
- d. All employees are eligible for remote work in circumstances where working in person is unsafe or inadvisable.
- e. Employees hired as remote staff, either in the job description or during hiring negotiations, are exempt from these requirements.
- f. In the event of a public health crisis or other disaster that results in closure of DSA's office, then if and when DSA decides to reopen DSA will bargain over conditions for unit employees returning to the office or travel.
- g. Staff shall be granted time off without loss of pay during a local disaster such as earthquake, wildfire, flood or terror attack.

### **Article 11. Outsourcing Tasks**

Management has the right to outsource unit work and will meet with the Guild in monthly Labor Management meetings to discuss criteria for using outside consultants or contractors or concerns about existing consultants or

contractors. In any case, outsourcing shall not result in the abolition of a unit position, though the job duties of the employee may be reconfigured according to the Article 12 on Changes to Job Duties.

## **Article 12. Changes to Job Duties**

### **Section 1. Initiation of Changes**

Management has the right to decide changes in job duties and will meet with the Guild in monthly Labor Management meetings to discuss and receive input on potential substantive changes in job duties or job descriptions. If management judges the new job duties can be handled by current staff with additional training, they shall create benchmarks toward the learning of the new tasks and afford staff the possibility of training for changed duties, as necessary, on paid time up to a trial period for the new duties of three months. If at the end of three months, the employee hasn't met the predetermined benchmarks, and there is no other job to which they can switch, they can be laid off according to the layoffs and severance articles.

### **Section 2. Supervision**

Employees covered under this agreement shall be supervised by and report directly to the National Director or a supervisor assigned by the National Director.

### **Section 3. Professional Development Fund**

In addition, DSA will provide a professional development fund of \$400 per full-time employee per year, renewing on anniversary of employment. These funds can be used with advanced written permission of their supervisor. Such permission will not be unreasonably refused. Employee chosen professional development should be done on employee's own time unless specifically approved by the director. This benefit may roll over if unused for up to three years. Employees who have worked less than six (6) months are not eligible.

## **Article 13. Political Activities**

Employees may not use their role as staff to organize for or against any political tendency or perspective in DSA. This includes organizing internally to DSA or negotiating with outside organizations without written authorization of their supervisor. Employees may advocate in organizing conversations and in discussion with national leadership for a plan of action that moves forward the political direction democratically decided by the national leadership or the convention without the assumption that it is affiliated with a specific ideology or caucus.

#### **Article 14. Job Classifications**

The bargaining unit shall be divided into the following five (5) classifications:

- Traditional organizing
- Tech, data and communication
- Finance
- Operations and development
- NYC DSA organizing

#### **Article 15. Layoff and Recall**

- a. Management has the right to lay off employees for economic reasons or reasons stipulated in Changes to Job Duties, Article 12. In this event, management must give the Guild thirty (30) day advance notice of layoff. Management will also meet with and provide the Guild with the economic justification for the layoff, and will give the Guild the opportunity to discuss alternatives to the layoff.
  
- b. Should the layoff proceed, it shall be conducted in inverse order of seniority within job classification as described in Job Classifications, Article 14. Laid off employees shall receive severance pay in accordance with Article 16. Laid off employees will have the right to recall for twelve (12) months which shall be offered when job vacancies for a comparable position occur. A laid off employee has the right to accept a recall within two (2) weeks of management's offer. Temporary employees who have worked at DSA past a probationary period are eligible for recall under the same conditions, only if they completed a full hiring process initially and were not originally contractors.

## **Article 16. Severance**

- a. Employees being laid off with at least six (6) months but under twelve (12) months of seniority will receive two (2) weeks severance pay plus one (1) month of DSA-paid continuation of health benefits (COBRA).
- b. Employees being laid off with at least one (1) year of seniority will receive four (4) weeks severance pay plus two (2) months of DSA-paid continuation of health benefits (COBRA) plus one (1) week's pay for each additional year of seniority up to a total of twelve (12) weeks.
- c. Employees who are terminated for just cause, except those terminated for gross misconduct, will receive one (1) pay period of severance equaling their full pay.

## **Article 17. Hours of Work**

All unit employees are compensated based on hours worked and an hourly rate determined by reference to a normal workweek, as defined below:

- a. The normal work week and work schedule for employees shall be determined by DSA and may vary depending on the nature and classification of particular jobs. Unless otherwise specified, the normal workweek and weekly work schedule will consist of forty (40) scheduled hours worked within a work week of seven (7) consecutive days, Sunday through Saturday.
- b. The actual pay for employees will be calculated based on hours worked (including any periods of authorized paid leave) rounded to the nearest thirty (30) minutes. For example, if an employee works only thirty-five (35) hours in a regular forty (40) hour week, they will be compensated only for the thirty-five (35) hours worked.
- c. Accurate time records tracking hours worked are required for all employees, showing actual starting and ending times for scheduled paid work/unpaid break each day.

- d. In accordance with applicable federal and/or state law governing overtime, employees will be compensated at a premium rate of one and one-half their regular straight hourly rate for all hours worked over forty (40) hours in a workweek. (Holidays, sick time, and other approved paid time off, are included in hours worked for the purpose of computing overtime pay.)
- e. Employees cannot work beyond their scheduled work time of forty (40) hours in (1) one week, without advance approval via email from their supervisor.
- f. In the event employees' compensation is determined on other than an hourly basis, their regular straight time hourly rate for purposes of computing any overtime premium will be calculated pursuant to a lawful formula for deriving that straight time hourly rate from the annual or other compensation and the normal scheduled workweek, whether forty (40) hours or some other number.
- g. In the event any unit employees come within a classification as exempt from overtime under applicable federal and/or state law, DSA will consult with the Guild regarding lawful and appropriate measures (such as compensatory time off) to address work beyond 40 hours per work week. No unit employee shall be entitled to receive both overtime pay and compensatory time.
- h. Travel time for DSA business will be compensated as part of regular work hours for non-exempt staff, according to the following stipulations: For driving, work time begins upon leaving the house. Significant detours are not included in work time. For train or bus travel, work time begins two (2) hours prior to the train or bus's scheduled departure and on return, ends one and a half (1.5) hours after the train or bus's arrival. For plane travel, work time begins up to four (4) hours prior to the plane's scheduled departure and on return, ends two (2) hours after the plane's arrival. As is reasonable and feasible, employees will engage in their work during travel time.

## **Article 18. Job Security, Discipline & Discharge**

Section 1. There shall be no discipline or discharge of non-probationary employees without just and sufficient cause.

Section 2. Discipline shall be given orally or in writing and applied progressively by DSA except in the case of gross misconduct, and shall be applied within twenty (20) working days of the event(s), or the discovery of the event(s) giving rise to the discipline.

Section 3. The Guild shall be notified in writing, simultaneously with the employee, of any oral or written discipline or discharge.

Section 4. If no other discipline has been received, notices of discipline shall be removed from an employee's personnel record twenty-four (24) months after suspension or twelve (12) months after issuance.

## **Article 19. Paid Time Off**

### Section 1. Vacation

- a. Employees receive three (3) weeks of vacation per calendar year for their first year, five (5) days immediately and the remaining ten (10) days accrued on a prorated basis; a fourth (4) week is added in year two (2), five (5) days immediately and the remaining fifteen (15) days accrued on a prorated basis. Employees may rollover up to ten (10) days of vacation from one year to the next.
- b. Vacations will be scheduled with advanced notice, ideally with at least three (3) weeks' notice, and are subject to approval by supervisor based on the needs of the organization. If there are conflicts seniority will decide. Employees will be encouraged four (4) times a year to schedule vacations but at all times vacations may be scheduled on a first come, first served basis.
- c. If more than two employees from the same department request vacation time, it is subject to approval from the director of the department.

- d. Vacations of more than two (2) weeks require special approval of the National Director; vacations of more than one (1) week will also require approval unless they are taken between June 1 and Labor Day. (Exemptions for Directors to be granted by the Steering Committee.)
- e. Upon leaving DSA, employees may cash out their unused vacation days.

## Section 2. Personal Days

Each employee will have two paid personal days per year, to be taken with at least one week's notice and the permission of the supervisor.

## Section 3. Sick Leave

- a. Sick leave is accumulated at the rate of one (1) day/month, up to twelve (12) days per year. It may be used only for illness of the employee or to care for a child or immediate family member. If an employee requires sick leave days not yet accrued, it will be treated as unpaid leave and then reimbursed when leave is earned.
- b. Employees can roll over up to eight (8) sick days to the next calendar year.
- c. Employees may use up to three (3) days in a row without providing a doctor's note.

## Section 4. Holidays

- a. DSA will observe all Federal holidays and the day after Thanksgiving as paid days off. Holidays will be observed on the holiday if it is a weekday, or on the Friday before the holiday if it falls on a Saturday, or on the Monday after the holiday if it falls on a Sunday.
- b. Employees with fifteen (15) days notice to their supervisor may take up to four (4) business days off per calendar year for religious or political observances in lieu of the following federal holidays: Presidents Day, Indigenous Peoples' Day (Columbus Day), Veterans Day, and Christmas.

## Section 5. Parental Leave

- a. Paid parental leave of up to the minimum duration as defined by the New York State Paid Family Leave law. During such time, the employee on leave will be compensated at 100% of their salary. Unused parental leave cannot be cashed out under any circumstances. Employee must provide written notice of parental leave at least three (3) months in advance.
- b. In addition to the parental leave provided in this section, employees may also use other accrued paid leave as parental leave, including vacation, personal and sick leave. Additional unpaid parental leave may be granted to an employee upon approval of the employee's supervisor.

## Section 6: Bereavement Leave

In the case of a death of the employee's spouse or partner, child, parent, legal guardian, sibling, grandparent, or grandchild; or the grandparent, parent, sibling, child, or grandchild of their spouse or partner, the employee may take up to three (3) days of paid bereavement leave. The employee may take additional time using sick leave or request additional paid time off when available.

## **Article 20. Benefits**

### Section 1. Insurance

- a. DSA will provide fully paid health, dental, and vision insurance at comparable coverage levels for the employee and their spouse/partner and/or dependent children. When considering any change in coverage of or providers for these existing Insurance Plan(s), DSA will notify the Union and bargain upon request.
- b. DSA full time employees are entitled to workers compensation, unemployment insurance, and partially paid disability insurance.

### Section 2. Retirement



DSA will provide a defined contribution of 1% of the employee's pay to a Guild approved retirement fund.

## **Article 21. Payment of Work-Related Expenses and Reimbursements**

### Section 1. Travel Allowance and Lodging

- a. For employees traveling overnight, we establish a \$50 per day meal and incidentals allowance. This allowance is a maximum to be used for food whether groceries or restaurants, and incidentals. Employees will be expected to submit receipts for these expenses and will be reimbursed up to the daily \$50 cap. Employees may also utilize prepaid debit cards provided by DSA, and must not exceed their daily allowance and must also provide all receipts. No more than one (1) alcoholic beverage per day is eligible. An additional \$10/day tip may also be provided for hotel cleaning staff, with no receipt required.
- b. In addition, reasonable expenses such as airline tickets (coach), taxi rides from the airport when public transportation is not available or not feasible, and supplies for meetings will be reimbursed by the national organization after receipts for these expenses are submitted to the supervisor. DSA will also establish a rental car account.
- c. DSA will provide hotel lodging for employees traveling for work. When available, union hotels should be utilized.

### Section 2. Mobile Phone and Internet Reimbursement

- a. Staff who use cell phones on a daily basis as part of their routine job duties shall receive a stipend at the rate of \$50 per month if no previous reimbursement agreement existed. If a previous reimbursement agreement existed between DSA and an employee, that amount shall be honored provided it is at least \$50.
- b. DSA will reimburse \$50 per month for the cost of a mobile phone plan for political and staff who are required to use a mobile phone on a regular basis as part of their routine job duties; provided, however, that

any individual employee whose approved DSA reimbursement rate exceeded \$50 per month as of the effective date of this Agreement will continue to receive reimbursement at their previously approved rate while eligible for mobile phone reimbursement under the terms of this Section. Employees are responsible for providing their own phone. Employees who receive reimbursement for work use of a mobile phone are required to maintain an operating phone.

- c. DSA will reimburse \$50 per month for the cost of a home internet plan for staff. Employees are responsible for obtaining an internet account and maintaining an operating internet connection, with the understanding that outages outside of employee control do occur.

**Article 22. Starting Compensation, Wage Scale and Annual Raises**

Section 1. Compensation

Years with DSA:

0	\$52,000
1	\$54,000
2	\$56,000
3	\$58,000
4	\$60,000

- a. All unit employees on staff as of the signing of this contract will be paid according to the above schedule with a Pay Level matching their years of service with DSA.
- b. On February 1, 2022 and February 1, 2023, all unit employees receive a \$2000 raise.
- c. New hires can be hired at Pay Levels 0 or 1 based on experience or at a higher level with approval of the Guild.
- d. At year two (2) on staff, unit employees not currently under disciplinary action will be given the title "Senior" or other appropriate title change.

## Section 2. Annual Process

DSA will review each employee's job responsibilities, current category, work performance, and other factors DSA deems relevant to determine whether it is appropriate to change an employee's classification during the annual performance evaluation.

## **Article 23. Pay Equity**

DSA fights for a world where equal work receives equal value, but far too often women and people of color continue to be paid less than white and male counterparts for their work. Because DSA is a national leader in racial and economic justice, we seek to live out our values within our own workplace by recognizing and reconciling any pay equity disparities that exist within DSA through the following measures:

### Section 1. Hiring

DSA shall not ask job candidates for previous salaries. Job candidates can, however, offer to disclose this information voluntarily.

### Section 2. Annual Pay Equity Evaluations

Pursuant to Article 26, the Labor Management Committee (LMC) may by the third quarter of each calendar year analyze pay data within the bargaining unit and make recommendations to the National Director and the Personnel Committee for reconciling any pay disparities uncovered, particularly across race and gender. In order to perform its analysis, the LMC will receive a list of all members of the unit including titles, pay scale categories, current salaries and a description of differentials or discretionary wage increases assigned. The LMC will also receive the most recent estimate for the organization's total expenditures on salaries for the year being analyzed. The findings and recommendations of the LMC shall remove or redact any information identifying individual employees.

## **Article 24. Non-Discrimination and Equal Employment Opportunity**

### **Section 1. Non-Discrimination and Equal Employment**

- a. Both DSA and the Guild are committed to building a workplace free from unlawful discrimination or harassment. In keeping with their respective policies, neither DSA nor the Guild shall unlawfully discriminate against any employee in hiring, promotion, wages, terminations or other terms and conditions of employment because of such employee's race, color, creed, religion, gender, gender identity, gender expression, sexual orientation, age, mental or physical disability, ancestry, marital status, national origin, or other legally protected status or because of such employee's membership in, or activities on behalf of, the Guild.
  
- b. DSA is committed to providing equal opportunity in all aspects of employment and administer all personnel policies and procedures in an equal, non-discriminatory manner, and to complying with all relevant and applicable federal, state or local laws prohibiting discrimination or requiring equal opportunity. Further, as embodied in Article 23, the parties are committed to ensuring that the pay policy reflects the shared commitment to pay equity and equal pay for work of comparable value.

### **Section 2. Complaints and Legal Action**

- a. DSA maintains a legally-compliant policy prohibiting discrimination and/or sexual harassment and providing for internal complaints, contained in its Employee Manual and applicable to all employees at the organization, including members of the bargaining unit.
  
- b. Employees may grieve sexual harassment or impermissible discrimination in accordance with the grievance procedure set forth in Article 6. Employees may also choose to follow the process outlined in the Employee Manual. Whether or not employees pursue internal remedies, they retain all rights under the law to take any form of legal action.

## **Article 25. Respect and Dignity**

- a. The Guild and DSA recognize their shared interest in building a relationship that is effective, constructive, and oriented towards problem-solving to ensure that DSA fulfills its mission and that employees are supported in bringing their creativity and energy to the work. To achieve this mutual aim DSA and the Guild agree to treat all employees, both unit and non-unit, with respect and dignity.
- b. The parties agree to uphold the guiding principles of fairness, equity and clear communication in their joint efforts to strengthen the work, and the workforce, of DSA.

## **Article 26. Joint Labor Management Committee**

The parties will establish a joint Labor-Management Committee (LMC) composed of two union appointed members and two management appointed members. The LMC shall meet at least twice a year, and in its discretion, more frequently. The LMC will seek to identify and resolve issues of mutual concern to DSA and the Guild. The LMC will seek to support and facilitate the attainment of DSA's goals, and explore ways for employees to be more effective in accomplishing DSA's mission. The committee may take up issues that affect the relations of an employee and DSA, provided that the LMC shall have no authority to alter, modify, amend, or take any action inconsistent with the collective bargaining agreement. The LMC's authority shall be limited to making recommendations. The recommendations of the LMC shall be by consensus.

## **Article 27. Severability**

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

**Article 28. Duration**

- a. This Agreement will take effect as of February 1, 2021 and will expire at midnight on January 31, 2024.
  
- b. Within ninety (90) days prior to the expiration date of this agreement, the Employer or the Guild may initiate negotiations for a new Agreement:

Agreed to this \_\_\_\_ day of \_\_\_\_.

For the Guild:

For DSA: