

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
END CITIZENS UNITED
AND
WASHINGTON-BALTIMORE NEWS
GUILD, TNG-CWA
LOCAL 32035

Preamble

This Agreement is made effective this first day of April, 2023, by and between End Citizens United (“ECU,” or the “Organization” or “Employer”) and the Washington-Baltimore News Guild, chartered by The News Guild-Communications Workers of America as Local 32035 (the “Guild”), for themselves and on behalf of all the employees described in Article 1.

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

Article 1: Coverage

1. This contract covers all full-time employees of the Employer, except as provided in Section 2. As of the effective date of this Agreement, the following positions comprise the bargaining unit: Communications/Digital Assistant, Compliance Assistant, Deputy Communications Director, Deputy Compliance and Operations Director, Deputy Digital Director, Deputy Development Director, Executive Coordinator, Development Coordinator, Political Assistant, Press Secretary, Regional Political Director, and Research Coordinator.
2. The following are excluded from this contract: managerial employees, confidential employees, guards, and supervisors as defined in the National Labor Relations Act.
3. Unless otherwise specified, the term “employees” as used in this Agreement shall mean employees in the Guild bargaining unit.

Article 2: Guild Shop

1. Where allowed by applicable law, the Employer shall require as a condition of employment of each employee that the employee be and remain a member of the Guild in good standing no later than the 30th day following either (1) the date of the first Guild Shop contract legally enforceable under the Labor Management Relations Act, or (2) the date of hiring, whichever is later.
2. There shall be no interference or attempt to interfere with the operations of the Guild.
3. The Employer shall remain neutral in the Guild’s efforts to encourage employees to become union members.

4. The Employer shall have no obligation to take any action under this Article, with regard to an employee who is not in good standing with the Guild, until it receives a letter from the Guild that an employee is not in compliance with the employee's membership obligation. The letter requesting termination shall also be copied to the employee affected by the notice.

5. Upon prior notice and in reasonable cooperation with the Employer, the Guild shall have in-person access to talk to bargaining unit employees for the purpose of investigating and processing grievances, administering this Agreement, and explaining Guild programs and benefits.

Article 3: Dues Deduction

1. Upon an employee's voluntary written assignment, the Employer shall deduct from the earnings of such employee each pay period and pay to the Guild not later than the 10th day following each payroll date an amount equal to Guild initiation fees, dues, and assessments. Such amounts shall be deducted from the employee's earnings in accordance with the Guild's schedule of rates furnished to the Employer by the Guild. Such schedule may be amended by the Guild at any time. An employee's voluntary written assignment shall remain effective in accordance with the terms of such assignment. The Employer shall accept digital signatures on authorizations, unless otherwise required by applicable law.

2. The dues deduction assignment shall be made upon the following form (which can be required to be modified by the Employer solely to the extent necessary to comply with an applicable state requirement regarding payroll deductions, in which case the Employer shall give notice of such modification to the Guild):

ASSIGNMENT
And
AUTHORIZATION TO DEDUCT GUILD MEMBERSHIP DUES

I hereby assign to the Washington-Baltimore News Guild-CWA, and authorize the Employer to deduct, each pay period, from any salary earned or to be earned by me as an employee, an amount equal to Guild initiation fees, dues, and assessments as certified by the Treasurer of the Guild starting in the first week in the month following the date of this assignment. I further authorize and request the Employer to remit the amount deducted to the Washington-Baltimore News Guild not later than the 10th day of each month.

This assignment and authorization shall remain in effect until revoked by me, but shall be irrevocable for a period of one year from the date appearing below or until the termination of the contract between yourself and the Guild, whichever occurs sooner. I further agree and direct that this assignment and authorization shall be continued automatically and shall be irrevocable for successive periods of one year each or for the period of each succeeding applicable contract between the Employer and the Guild,

whichever period shall be shorter, unless written notice of its revocation is given by me to the Employer and to the Guild by registered mail not more than thirty (30) days and not less than fifteen (15) days prior to the expiration of each period of one year, or of each applicable contract between the Employer and the Guild, whichever occurs sooner. Such notice of revocation shall become effective for the calendar month following the calendar month in which the Employer receives it.

This assignment and authorization is voluntarily made in order to pay my equal share of the Guild's costs of operation and is not conditioned on my present or future membership in the Guild.

This assignment and authorization supersedes all previous assignments and authorizations heretofore given by me in relation to Guild initiation fees, dues and assessments.

Employee's signature

Date

Article 4: Diversity, Equity, and Inclusion

Section 1: Prohibition of Discrimination

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

Section 2: Diversity, Equity, and Inclusion Committee

ECU commits to being more than “not racist”, “not homophobic”, “not transphobic” and “not sexist”; we must be anti-racist, anti-homophobic, anti-transphobic and anti-sexist. To that end, ECU will create a new Diversity, Equity, and Inclusion Organizing

Committee (the “Organizing Committee”) with at least six (6) members, where 50% of the committee is picked by the Guild and 50% by management.

This Organizing Committee will meet mandatory once a month, with the option for additional meetings with majority support from the Organizing Committee, and will not be run by a specific staff member, rather have a rotating system where every meeting has a new facilitator as well as note taker. The facilitator and note taker that lead the meeting will also create the agenda for their specific meeting. If the Organizing Committee determines that a new structure is needed to effectively run meetings, the Organizing Committee may make necessary changes to such process by majority vote. A larger staff DEI committee open to all staff members will meet once a month, with an agenda set by the DEI organizing committee.

The Diversity, Equity, and Inclusion Organizing Committee will present to the first staff meeting of every month a brief of what was discussed in each meeting.

Section 3: Providing a Safe, Diverse and Inclusive Workplace

ECU will not tolerate discrimination, harassment, abuse of authority, or bullying of employees.

The Organizing Committee will draft ECU’s Policy and Procedures Regarding Discrimination, Harassment, and Workplace Culture, which must be approved by the President. The President’s approval will not be unreasonably withheld. These Policy and Procedures will set out prohibited conduct, provide examples and definitions of terms, delineate who is subject to the policy and the circumstances in which it applies (including off-premises work activities), and provide procedures for reporting suspected policy violations. These Policy and Procedures must prohibit discrimination, harassment, and toxic behavior, and proscribe methods to report and address such behavior. These Policy and Procedures must be completed and approved by the President within six months (180 days) of the formation of the Organizing Committee (which shall be formed no later than September 1, 2023).

ECU prohibits retaliation against any person who, in good faith, reports a possible violation of the ECU’s Policy and Procedures Regarding Discrimination, Harassment, Retaliation, and Workplace Culture, or participates in an investigation into such behavior.

Section 4: Recruiting and Retaining Black, Hispanic, Indigenous, and Staff of Color

ECU must continue to ensure that all interview pools, including interns, are reflective of the racial diversity of the nation.

ECU believes the interview process and new staff orientation must address racial justice and equity, convey ECU's commitment to building an anti-racist organization, and emphasize the candidates' roles in building a more anti-racist organization. An additional new staff orientation session focused on Diversity, Equity, and Inclusion Values in ECU's programmatic work will be added to ECU's onboarding process.

ECU will set organization-wide Diversity, Equity, and Inclusion goals. These goals will include, but not be limited to, hiring and ensuring Diversity, Equity, and Inclusion values are actively part of ECU's programmatic work. In order to do this, ECU commits to the following process to set Diversity, Equity, and Inclusion goals.

- Within the first 3 months of its formation, the Organizing Committee will set out a detailed process for setting Diversity, Equity, and Inclusion goals that engages both unit and management staff members. At the discretion of the Organizing Committee, other stakeholders and/or outside consultants may be brought in on this process. The process must be approved by the President.
- Within one year of the formation of the Organizing Committee, the President will have approved Diversity, Equity, and Inclusion goals.
- Final Diversity, Equity, and Inclusion goals, as created by the Organizing Committee, must be finally approved by the President. The President's approval may not be unreasonably withheld.

ECU will also make investments to create additional pathways for Black, Hispanic, Indigenous, and people of color to access job opportunities within ECU. ECU is committed to providing support to assist Black, Hispanic, Indigenous, and people of color, and people with other subordinated/otherwise marginalized identities access leadership opportunities and succeed and grow at ECU.

Section 5: Endorsing Candidates of Color

ECU will commit not only to endorse more candidates of color, but also to assist candidates of color when fundraising.

Section 6: Diversity, Equity, and Inclusion Trainings

ECU will provide at least one (1) staff-wide mandatory Diversity, Equity, and Inclusion training a year to all staff members. This mandatory training will be chosen by consensus of the Organizing Committee.

In addition to the annual mandatory DEI training, all staff must complete an additional approved DEI training, according to a process approved by the Organizing Committee. This ensures staff can access trainings that speak to their specific needs and where they are in their educational journey on Diversity, Equity, and Inclusion.

In general, these trainings must educate the staff on how to be anti-racist, anti-homophobic, anti-transphobic, and anti-sexist.

Section 7: Internal Improvement

The Organizing Committee will survey the entire staff a minimum of twice (2) a year asking for each staff member to provide honest feedback on ECU's commitment to diversity, equity, and inclusion within the staff, the partners, and the endorsements. The surveys that will be answered anonymously by the staff member will include but is not limited to:

1. Questions about the Organizing Committee's performance.
2. Questions about ECU's management performance when it comes to being anti-racist, anti-homophobic, anti-transgender, and anti-sexist.
3. Questions about ECU management's performance when it comes to diversifying the staff, list of partner organizations, and endorsements.
4. Questions about hiring protocols.
5. Questions about the quality and frequency of Diversity, Equity, and Inclusion trainings.
6. Questions about how staff members feel they are treated within their organization given their race, ethnicity, religion, color, sex, gender (including gender expression and identity), sexual orientation, age, national origin, citizenship, disability, pregnancy, veteran status, political affiliation, lawful union activity, marital status, caregiver status, or any other basis protected by law or based on the employee's protected activity under applicable anti-discrimination statutes.
7. Open ended questions allowing staff members to provide new ideas that will help ECU's commitment to diversity, equity, and inclusion.

Article 5: Hiring

Section 1. Hiring, Internal Applicants

ECU shall notify all employees, by email, of any vacancy in an existing or newly created position it intends to fill. ECU may also advertise the position externally at the same time it posts internally.

Employees shall have five (5) working days from the date of the posting to apply for unit vacancies, which shall obligate ECU to interview the internal applicant (provided they meet the required qualifications of the position) prior to hiring outside applicants, unless the internal bidder is unavailable for more than one (1) week (ex. on vacation or other approved leave). For the purposes of this article, interns and temporary employees currently employed at ECU are eligible to be considered as internal applicants.

Qualifications for the position shall be posted and all positions will continue the current practice at ECU of articulating how the role will advance racial justice, equity, and inclusion within programmatic, organizational, and/or electoral work. A position that falls within the bargaining unit must note that designation within the job description. Every job description within the unit posted for internal or external hiring will include the salary range as specified in this Agreement and the phrase "This job is covered under the

terms of a collective bargaining agreement with the Washington-Baltimore News Guild, Local 32035.” No applicant shall be asked for their prior salary history.

Where the qualifications of an internal applicant and an outside applicant are substantially equal, the Organization will take into consideration the value of promoting the growth of internal applicants, but the Organization may also take into account other relevant considerations.

When the Organization is deciding between two internal applicants whose qualifications are substantially equal, the Organization’s commitment to racial justice, diversity, equity, inclusion, and equal employment opportunity; merit; and seniority shall be given consideration.

If an employee is not awarded a position that is in the unit, upon the employee’s request, the Organization shall meet with the employee and, at the employee’s option, a representative of the Guild, to discuss how the employee can improve the potential to be selected the next time the position, or a similar one, is open in the unit.

Section 2. New Hires

During work time, new hires will have the opportunity to receive information from the Guild within two (2) weeks of their first day. The information will include an overview of their rights and responsibilities as Guild members.

All new employees will go through an introductory diversity, equity, and inclusion training and an organizational training about every department.

Section 3. Hiring Process

When hiring for unit positions, management shall let the Guild know before publicly posting the job position and provide an opportunity for at least one (1) bargaining unit employee to work with the People & Culture Director on the hiring process chosen by the Guild, unless the Employer requires that the Guild designate another employee due to its reasonable concerns about the employee’s workload or a conflict of interest or appearance of such a conflict, or similar bona fide concern. The hiring manager must, in consultation with the Guild, alert any employee who participates in the interview process that they are serving as the Guild representative.

Article 6: Information

Section 1: Employee Information

The Employer shall supply the Guild on request with a list containing the following information for each employee:

- Name, address, year of birth, and employee ID number.

- Sex and/or race/ethnicity (if voluntarily disclosed).
- Date of hiring.
- Classification.
- Employment anniversary date.
- Salary or other forms of compensation.

Section 2: Information Updates

The Employer shall notify the Guild monthly in writing of:

- Any changes to an employee's base compensation by name of employee, including the old and new compensation rate, effective change, and reason for change.
- Changes in classification, salary changes by reason thereof, and effective date.
- Resignations, retirements, deaths, and other revisions in the data listed in Section 1, and effective dates.

Within one week after the hiring of a new employee, the Employer shall furnish the Guild in writing with the data specified in Section 1 for each new employee.

Section 3: Additional Information

The Employer shall supply the Guild, upon request, with relevant information as to hiring and promotional standards and procedures, and any changes thereto. The Employer shall furnish to the employee and to the Guild a copy of any discipline simultaneously with its being placed in the employee's personnel file. The employee and/or the Guild shall be allowed to place in such a file a response to anything contained therein which such employee and/or the Guild reasonably deems to be adverse. An employee and/or the Guild shall have the right to review the employee's personnel file at any time and upon request shall be provided copies of all material in the employee's file. No disciplinary record shall be considered with regard to whether there is just cause to engage in a new disciplinary action more than nine months following its date. In the case it concerns the same subject matter as a current disciplinary issue, then it may be considered for a period of eighteen months. In the event that the discipline concerns discrimination, harassment, or retaliation, past instances of discipline may always be considered.

Article 7: Security

1. Upon completion of an employee's probationary period, there shall be no dismissal except for just cause.
2. A dismissal to reduce the force, as distinguished from a dismissal for just and sufficient cause, shall be made in compliance with Article 12.
3. The first 90 days of employment is considered to be a probationary period; provided that the probationary period for a person who has been an Organization intern for at least 60 days shall be 60 days. The Employer shall not be required to

follow the provisions of this Article with respect to probationary employees. Such Employees shall not have access to the grievance process to challenge discipline or discharge but shall be entitled to all other provisions of this Agreement, unless specifically excluded. Employees dismissed during the probationary period will not be subject to Article 12, but will instead receive severance of two week's pay, unless terminated for gross misconduct.

Article 8: Holidays and Leave

Section 1: Holidays

1. Each employee shall have the following holidays with full pay:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Indigenous Peoples' Day (odd years)
- Veterans Day
- The day before Thanksgiving
- Thanksgiving Day
- The day after Thanksgiving
- Winter Break (December 24 - December 31, inclusive)

2. When a named holiday to which an employee is entitled falls on one of the employee's regular working days, they shall receive the day off with pay unless the Employer requires them to work on that day.

3. Each employee will have two (2) flexible holidays per year that they can use freely to recognize any religious or cultural holiday, employee birthdays, or other state or federal holidays during which the Employer remains open. Notice of use of flexible holidays shall be provided fourteen (14) days in advance by the employee, and is subject to Employer approval, which shall not be unreasonably refused. Flexible holidays expire at the end of the calendar year; they cannot be accumulated from year-to-year; and are not compensable upon termination.

4. If a holiday falls on a weekend, employees will be granted a holiday on the nearest weekday. An employee who takes vacation during a time period that includes a holiday shall not be required to use a vacation day to receive the holiday as a day off with pay.

5. Holiday work will be shared out fairly, by volunteerism where possible. If an employee is required to work on a holiday, they will receive additional vacation leave in the

amount of four (4) hours for 0-4 hours worked on a holiday and one (1) day for 4+ hours.

Section 2: Paid Time Off

1. Full time employees will receive paid time off beginning at the first day of their employment. Employees with 0-2 years of experience at ECU will receive 20 days paid time off. Employees with 3-4 years of experience at ECU will receive 22 days paid time off. Employees with 5+ years of experience will receive 25 days paid time off.

2. If an employee has not taken all of the employee's vacation in any year by December 31, the employee may carry over up to 10 days of unused vacation time to a subsequent year.

3. Upon termination of employment, except termination for gross misconduct, an employee (or the employee's estate in case of death) shall be paid out for up to 5 days accrued paid time off not taken.

4. Paid time off may be taken in hourly increments.

5. If, at the request of the Organization, an employee is recalled from their vacation (required to end a vacation earlier than previously approved), or is required by the Organization to change or postpone an approved vacation, in order to accept an assignment by the Organization, they shall be reimbursed for any costs reasonably attributable to the interruption or change of their vacation. An employee who is recalled from their vacation shall receive the unused portion of this vacation on completion of such assignment, or as soon thereafter as practicable. In addition, such employees who are recalled from an approved vacation shall receive one (1) additional day of vacation for each day they are required to work during the scheduled part of their vacation.

6. Elective paid time off requests are subject to Organization approval. The Organization recognizes a "blackout period" during peak election time, including between Labor Day and Election Day of even years, during which the Organization is unlikely to approve requests for elective paid time off.

7. All employees are entitled to use their paid time off for sick leave/sick days.

8. Paid time off shall be used when an employee is too ill to work, and may also be used for an employee to attend appointments with doctors, therapists dentists, or other medical appointments; receive medical care; care for an ill family member; tend to their mental health; or any other basis provided under applicable law. The use of paid time off for these purposes is not subject to blackout periods.

9. Employees should not come into the office when sick and should use paid time off. If an employee is ill but able to work remotely, they may do so with their supervisor's written approval, which shall not be unreasonably denied.

Section 3: Parental Leave

1. Parental leave of at least 12 weeks with pay and up to an additional 12 weeks without pay shall be granted upon request. Parental leave may be taken at once or, with the Organization's prior approval, in multiple segments, at any point during the year following the birth or adoption of a child. Parental leave may be taken only once in a twelve month period. Should the amount of leave available under the District of Columbia Paid Family Leave program increase, the amount of leave available under this paragraph shall increase an equivalent amount.

2. 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.

3. A pregnant employee, upon their request, may be permitted to transfer from a job or working conditions that the employee believes may be hazardous to themselves or the fetus during pregnancy without reduction in pay or impairment of benefits. The Organization also provides reasonable accommodation to employees with pregnancy-related disabilities. The beginning and end of leave shall be at the discretion of the employee.

4. An employee returning from unpaid leave shall be reinstated in their job at the salary they would have received had their employment with the Employer been continuous. An employee returning from leave, paid or unpaid, shall be reinstated in their job with full credit toward severance pay accrual, experience rating, and other length of service benefits.

5. The provision of parental leave shall apply equally to the birth, fostering, or adoption of a child.

6. At the Organization's discretion, an employee may be permitted to have their work time reduced by up to 50 percent, with salary and benefits reduced proportionally for a period up to one year, after the addition of a child to the employee's household or upon return from parental leave, paid or unpaid.

7. Parental leave shall be coordinated with and shall run concurrently with any parental leave and/or short term disability benefits available under a mandated public paid family leave program (e.g., in order to receive paid maternity/paternity leave an employee covered by the District of Columbia Paid Family Leave program must file a claim with the relevant governmental agency, and if the benefits awarded to the employee from the public program are paid at less than 100% of the employee's salary, the Organization will make up the difference so that the employee receives in total 100% of salary for the extent of maternity or paternity leave available to the employee under this CBA). Leave under this provision shall run concurrently with Family Medical Leave Act (FMLA) leave.

Section 4: Bereavement Leave

1. Employees will have up to six (6) days of paid bereavement leave for the death of any person who is a family member or with whom the employee shares a family-like relationship. In extreme circumstances, such as international travel or extended domestic travel, an employee may request that bereavement leave be extended. An employee will be paid only for days off that otherwise would have been regularly scheduled work. Situations not covered by this bereavement leave policy will be handled at the discretion of the Employer on an individual basis.
2. Bereavement leave shall also be made available to employees whose family has suffered a miscarriage, still birth, or failed adoption placement.
3. Paid time off requests taken in coordination with bereavement leave, of up to five additional days of consecutive leave, will not be subject to blackout periods, and will not be unreasonably denied.

Section 5: Other Leave

1. Upon an employee's request, the Employer may, in its discretion, grant employees unpaid leaves of absence for good and sufficient cause, including to seek rehabilitation services.
2. If an employee is elected or appointed to a position in The NewsGuild-CWA or AFL-CIO, or local of The NewsGuild-CWA, or an organization with which The NewsGuild-CWA is affiliated, such employee, upon the employee's request, shall be given an unpaid leave of absence, and shall be reinstated in the same or a comparable position, if available, upon the expiration of such leave.
3. An employee designated by the Guild to attend a negotiating meeting or other meeting between the Employer and the Guild, shall be released for that purpose without loss of pay.
4. Employees will receive paid time off for jury duty. Employees must notify their supervisor immediately upon receiving notice of jury duty and may be asked to provide a copy of the summons and a court clerk's certificate noting the jury time served. Employees are expected to work any portion of the normal workday that is not required to fulfill their jury obligation, to the extent permitted by applicable law.
5. With the exception of discretionary leaves of absence provided for in Section 5.1 above, time spent on leaves provided for in this Article shall be considered service time with the Employer in computing severance pay, experience rating, length of vacation, and all other benefits which depend in whole or in part upon the length of service with the Employer.
6. Parents and guardians of children will be granted 8 hours of paid leave, and an additional 16 hours of unpaid leave, per year, for any school events their child is participating in i.e. parent-teacher conferences, concerts, classroom help days, etc.

7. Employees are granted four (4) hours per month to engage in volunteer activities with a charitable organization. Volunteer leave is at the discretion of an employee's supervisor and the Organization in order to make sure ECU is meeting the Organization's needs and to ensure there is no conflict of interest.

Article 9: Work Hours

Section 1. Work Week

The default work schedule for employees is forty (40) hours per week, Monday through Friday, although an employee's work hours may increase or decrease in a given week based on business needs and shall include at least one hour in breaks taken at the employee's discretion. Regular hours of operation are from 9:30 a.m. to 6:00 p.m. EST. The Organization in its discretion may allow a given employee to work on a reduced part-time schedule, with an associated proportional reduction in salary and benefits. Employees may request changes to their work schedule to their supervisors which may be granted at the Employer's discretion. Employees are assumed to work their normal work schedules unless they submit a designated form stating they used paid leave or are claiming compensatory vacation time.

Section 2. Summer Work Hours

Each odd-numbered year beginning the week following the Memorial Day holiday and continuing through the week prior to the Labor Day holiday, Summer Work Hours will be in effect. During this period employees will work their regular weekly hours, Monday through Thursday, and work a half-day on Fridays. During Friday afternoons, the Organization will not schedule or expect attendance at any non-emergency meetings or phone calls. Any employee required to work during Summer Friday afternoons will be given the equivalent amount of time off to be used at the employee's discretion the following week.

Section 3. Organization Meetings

Reasonable efforts should be made to schedule departmental and cross-departmental meetings with consideration to the workweek stated above. The weekly Full Staff meeting and all other meetings intended to be attended by staff across the Organization will be scheduled at a time within the normal workweek.

Section 4. Organization Conferences, Convenings, and Events

The Organization will make every effort to ensure that conferences, convenings, and events that employees are required to attend are not scheduled on weekends and will

make reasonable efforts to avoid scheduling Organization events in a way that would require travel on a weekend.

Under no circumstances will the Organization schedule such events on holidays (as defined in this Agreement) and will make every effort to avoid scheduling in a way that would require travel on a holiday. In the rare case that such an event would require an employee to travel on a holiday, they will receive an additional day of vacation time, for each holiday.

During emergency situations where travel and/or gathering poses health risks to employees, the Organization will postpone, cancel, or modify all conferences, convenings, and events. As these situations improve, employees required to attend or manage such events will be provided the necessary equipment and resources to do so safely.

Section 5. Work Travel

Work travel is out-of-town travel for work purposes but does not include an employee's commute from their home to their regular work location(s).

The Organization will reimburse all necessary work travel expenses within 15 days upon receipt of a receipt or affidavit.

Employees may choose to arrange for work travel expenses to be paid for on an Organization credit card, if possible.

During emergency situations where travel poses health risks to employees, the Organization will cease all required work travel. As these situations improve, no request to delay or cancel travel will be unreasonably denied within six (6) months. Employees required to travel will be provided the necessary equipment and resources to do so safely.

Section 6. Compensatory Vacation Time

Employees work the amount of time necessary to complete their tasks and fulfill their work obligations. The Employer recognizes that this means employees may sometimes need to do additional work outside of the Organization typical work hours, and the Organization may require employees to work in excess of forty (40) hours in a week to meet organizational needs.

All employees required to work on a holiday will receive compensatory vacation time as described in Article 8, Section 1.5. All employees required to work on a vacation day will receive one (1) day of compensatory vacation time.

If an employee or an employee's supervisor finds that the employee is regularly working more than fifty (50) hours in a workweek or regularly works on weekends, the employee and the employee's supervisor will work together to analyze the reason and work together to make adjustments so that the employee is regularly working closer to forty (40) hours in a workweek. At the Organization's discretion, employees regularly working over fifty (50) hours in a workweek may be given additional vacation leave as outlined above.

Article 10: Employee Benefits

Section 1. Medical Insurance

Beginning on the first of the month following or coinciding with the first day of employment, the Organization will provide individual health insurance coverage at a minimum of the gold level for all employees who work a minimum of thirty (30) hours per week, on a year-round basis, and pay up to 100% of the reference plan premium of such coverage for such employees. Employees who work a minimum of thirty (30) hours per week have the option of extending group coverage to their dependents, with the Organization to pay sixty percent (60%) of the additional cost of coverage for spouses/domestic partners and sixty percent (60%) of children for full-time employees. The employee shall pay the balance. In the event that the premium costs of such coverage increase by more than 20% in a given year, the Organization may reopen this section.

The employee may choose to opt out of the group health insurance plan as long as this does not jeopardize the Organization's ability to maintain its group policy and the employee is able to provide proof of other eligible coverage. Employees may choose to opt out at their time of hire, after qualifying events, and during the Organization's open enrollment period.

Section 2. Dental & Vision Insurance

Beginning on the first of the month following or coinciding with the first day of employment, the Organization will pay 100% of the premiums of dental and vision coverage to all employees who work a minimum of thirty (30) hours per week. The Organization will pay sixty percent (60%) of the additional cost of coverage for spouses/domestic partners and sixty percent (60%) children. The Employee shall pay the balance. Employees who work fewer than thirty (30) hours per week on a regular basis are not eligible for this coverage. The coverage should be met at the minimum of the current level of coverage.

Section 3. Life and Accidental Death & Dismemberment

Beginning on the first of the month following the first day of employment, the Organization will pay 100% of the premiums of Life and Accidental Death and Dismemberment (AD&D) insurance coverage to all employees who work a minimum of thirty (30) hours per week. The value of the AD&D plan is 100% of the employee's annual earnings. The value of the Life Insurance plan is 100% of the employee's annual earnings. Employees who work fewer than thirty (30) hours per week on a regular basis are not eligible for this coverage. Eligible employees may not opt out of this benefit.

Section 4. Long Term Disability Insurance

The Organization will make a contribution on behalf of each employee who works a minimum of thirty (30) hours per week to a long term disability insurance fund which starts if an employee is sick for more than ninety-one (91) consecutive days. Eligible employees who become disabled and are unable to work receive sixty percent (60%) of their salary after the first three (3) months of their disability. Eligible employees may not opt out of this benefit.

Section 5: Short Term Disability Insurance

The Organization will make a contribution on behalf of each employee who works a minimum of thirty (30) hours per week to a short term disability insurance fund which starts if an employee is sick for more than eight (8) consecutive days. Eligible employees who become disabled and are unable to work receive sixty percent (60%) of their salary for a maximum length of 13 weeks. Eligible employees may not opt out of this benefit.

Section 6. Retirement Plan

The Organization will provide a Simple IRA Plan. All employees shall be eligible for participation beginning on the first of the month following or coinciding with the first day of employment. The Organization shall match an employee's contribution up to three percent (3%) of the employee's base salary. All contributions are immediately vested.

Section 7. Student Loan Assistance

The Organization will create a Student Loan Assistance Program. To take advantage of this benefit, an employee must be a regular full-time employee in good standing and have completed their probationary period. Proof of a student loan to repay will be required at the time of enrollment in the program and then annually or at such shorter intervals as required for compliance purposes thereafter. The loan must be in the employee's name. The program only covers loans from formal lending institutions. Personal loans from family and friends who may have loaned an employee money towards tuition payment are not eligible. The Organization will pay up to \$125.00 monthly on behalf of an employee in furtherance of employee's student loan obligations.

Participants must fill out a Student Loan Assistance Enrollment Form and provide copies of the formal loan documents to the COO. The Student Loan Assistance Program will be treated per Internal Revenue Service (“IRS”) regulations and other applicable law and eligible employees are responsible for complying with applicable law, and requirements of the plan administrator.

Article 11: Grievance Procedure

1. The Guild shall designate a committee of its own choosing to take up with the Employer or authorized agent any grievance or dispute arising from the interpretation, application, administration, or alleged violation of this contract, except as explicitly excluded from this Article. Reasonable efforts to adjust grievances shall be made on Employer time.
2. The parties shall strive to discuss all grievances in good faith. The parties’ intent is to act reasonably to attempt to expeditiously resolve all issues prior to the initiation of the formal grievance process or, if a grievance is filed, at the lowest possible step.
3. **STEP ONE:** A representative of the Guild – a shop steward, unit officer (a unit member duly appointed or elected by the Unit) or Guild Representative –will file a request to meet with the grievant’s supervisor or other appropriate representative of the Organization, with or without the grievant(s), within fifteen working days of the Guild being aware of the event or issue giving rise to the grievance. The request must indicate that it is a grievance under this Agreement. The supervisor or appropriate representative shall meet with the Guild within five (5) days of the request or the grievance shall be moved to Step Two.
4. **STEP TWO:** If the issue is not resolved as provided in the preceding paragraph, the Guild shall present the grievance to the Chief Operating Officer or Legal Director in writing within ten working days of the Step One meeting. The Employer agrees to meet with the committee within five days after request for such meeting, or the matter shall be moved to Step Three.
5. **STEP THREE:** The parties shall attempt to resolve the grievance in good faith through direct discussions for no more than 30 days following the Step Two meeting. Upon the expiration of this 30-day period, or earlier should the parties agree there is no reasonable prospect of resolution, any matter involving the interpretation, application, administration, or alleged violation of this contract (except renewal of this contract), including any question whether a matter is arbitrable, not satisfactorily settled after the meeting with the Chief Operating Officer and/or Legal Director or designee may be submitted to final and binding arbitration by either party no later than 45 days after such meeting. The 30 day direct discussion period shall not

- apply for grievances arising out of the termination of the grievant's employment. Such arbitration shall be conducted pursuant to the voluntary labor arbitration rules of the American Arbitration Association unless the parties otherwise agree. The costs of such arbitration 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.
6. Upon request by the Guild, any matter described in Step Three above shall be submitted to expedited arbitration. Such final and binding arbitration shall be conducted pursuant to the expedited labor arbitration rules of the American Arbitration Association. Any additional costs of such expedited arbitration shall be borne by the Guild.
 7. The time deadlines specified in this Article may be extended by a written agreement between authorized representatives of the Employer and the Guild. Neither party shall unreasonably refuse a request for extension.

Article 12: Severance and Layoffs

Section 1. Reductions in Force

If a reduction of force, as distinguished from a dismissal for just cause, is necessary due to restructuring, program termination, or funding or economic reasons, the Employer shall meet with the Guild to discuss in good faith why a reduction in force is necessary and work with the Guild to explore other means of economy to avoid the reduction in force.

The Organization must provide as much notice to the Guild as is reasonably practicable and in no event less than twenty-one (21) days' notice of its intention to lay off employees under this Section; provided that the Organization may, in its discretion, provide additional severance in lieu of up to fourteen (14) days of this notice period. The Employer shall notify the Guild of any such proposed "no fault" dismissal, specifying the job title, number of employees, and the reason for the layoff. During this time period, the Employer will meet with the Guild upon its request to discuss other means to avoid the layoffs. Employees dismissed shall be paid the amount of severance pay provided by Article 12, Section 2. The number of employees dismissed shall be reduced to the extent that the necessary payroll saving has been achieved by resignation.

In the event that an employee's existing job is affected by reduction in force, but not eliminated, the Organization shall provide any necessary retraining at the expense and on the time of the Employer. The Organization shall not reduce the affected employee's classification or salary.

With respect to employees whose employment is terminated as part of a reduction in force, such terminations shall be made in the inverse order of seniority for each affected

position; an employee's seniority date shall be the employee's first day of work with the Organization, as either a bargaining unit or non-bargaining unit employee. Time spent with the Organization as a regular, part-time, short term, or temporary employee shall be counted towards an employee's seniority start date and one-time compensation increases as described in Article 18 on Wages. For purposes of this Article, employees shall be deemed continuously employed by the Organization while on approved leave of absence from the Organization and while employed by the Organization in a non-unit position.

Each employee dismissed—unless dismissed for just cause as described above and agreed upon by the Employer and Guild—shall be placed upon a rehiring list for up to one (1) year. Such employees shall remain on a recall list until they are recalled, decline an offer of written recall, or fail to provide a timely response to an offer of recall. Upon a vacancy, the Organization shall send a notice by email to the last known email address of all persons on the recall list who previously worked in a substantially similar role in which the vacancy occurs. A substantially similar role includes the same position/job title or a role at the same level within the Organization with substantially similar job functions and responsibilities. A copy of the notice shall also be sent to the Guild. If, within ten (10) business days of the date of the mailing, an employee fails to accept re-employment, the employee shall be removed from the recall list. In the event of a timely reply, the Organization shall interview all persons responding and requesting employment and give them just consideration for the role, giving primary weight to employee seniority, before interviewing any external candidates. Time spent on a rehiring list by a dismissed employee shall not constitute a break in continuity of service, but need not be counted as service time, in computing seniority.

An employee rehired under this Section 1 shall be paid the applicable minimum for the classification into which the employee is rehired plus whatever dollar differential above minimum the employee was paid when dismissed.

There shall be no unreasonable imposition of speedup or duties upon an employee.

Section 2. Severance

1. Upon termination of employment for reasons other than gross misconduct, an employee shall be eligible for severance as provided in this section. For the avoidance of doubt, the end of limited term employment on the scheduled end date shall not be considered a "termination" for purposes of this section. However, limited term employees hired for an election cycle shall have their employment end date be no sooner than the first of December in the even year for the election for which they are hired.

Employees terminated for reasons other than just cause shall receive severance pay equal to six week's pay, such pay to be computed at the highest weekly compensation received by the employee during service with the Employer, or

with any enterprise of the Employer or with any subsidiary, predecessor, related or parent company of the Employer. Employees will receive an additional severance pay equal to one week's pay for every year of service or fraction thereof. Employees will receive a maximum twelve (12) week's severance pay.

An employee terminated for just cause that is not gross misconduct will be awarded severance pay, in accordance with this Article, at the Organization's discretion based on its reasonable consideration of factors such as the relative severity and other facts and circumstances of the just cause termination, the employee's tenure, and the employee's overall contributions to the Organization, but not less than four (4) weeks of pay.

Employees terminated for any reason may not be required to sign any nondisclosure agreement to receive severance. The Employer will not contest any applications for unemployment insurance, except, in its discretion, in instances of gross misconduct. Any severance agreement should include the Guild as an Interested Party.

The Organization will give an employee the option of choosing whether to receive their severance payment in a lump sum (less applicable deductions for tax, etc.) along with their final paychecks, or in a regular sequence of semi-monthly paychecks in accordance with the normal payroll cycle. An employee who elects to receive severance pay in accordance with the normal payroll cycle will be eligible to enroll in COBRA as a COBRA eligible beneficiary, under the same terms and conditions as are then applicable to Organization employees, for medical, dental, and/or vision coverage, provided the employee pays any required contributions for such benefits through terms outlined for COBRA payment. These benefits will end on the last day of the month in which COBRA continuation terminates. An employee whose position is eliminated and does not remain an employee covered by this Agreement is entitled to the continuation of medical, dental, and vision, if the employee chooses to have their severance paid out in a lump sum and is eligible for and enrolls in COBRA continuation benefits following the layoff.

Following issuance of the notice to the employee(s) of a reduction in force pursuant to Article 12, Section 1, the Organization will take the following steps to assist the employee(s) through their transition period:

1. The Organization shall allow employees who have received a layoff notice to devote 30% of their workday after receiving notice of an intended layoff to the search for new employment.
2. Supervisors are encouraged to discuss with their employees job opportunities within the Organization and the Democracy Reform Movement.

2. If an employee dies, the Employer shall pay the employee's beneficiary, or the employee's estate, if no beneficiary has been designated, an amount equal to the amount of severance pay to which the employee would have been entitled upon termination of employment.

Article 13: Transfers and Promotions

Section 1. Promotions

Based on the biannual review process, weekly check-ins with their supervisor, or the Employer's organizational needs, employees will be considered for promotions, or can choose to apply for open positions and receive the benefit of the internal hiring process as outlined within the Hiring Article.

At least once a year, during the biannual review processes, or during the weekly check-in with their supervisor, an employee can discuss the necessary skills and professional development needed to work towards current and future promotions.

An employee who requests and is not awarded a promotion during the biannual review process may request and will receive written feedback from their supervisor as to why they did not receive a promotion. The Employer must make available to the Guild the criteria used in evaluating an employee including tests, if any, given to the employee seeking the promotion.

Section 2. Job Description

The Organization will update and approve the job description for the employee's new role before the promotion is finalized, and will provide each employee, within one (1) week of the employee's promotion, that new job description, in a standardized organizational format. The job description should reflect the new role and duties and should not simply be a copy of the job description for their previous position. A copy of the job description will be maintained in the employee's personnel file.

Section 3. Transfers

No employee shall be transferred by the Employer to another position, job classification, district, or territory, without the employee's consent. If an employee does not consent to be transferred and the Employer does not have need for the employee in their current position, the Employer will follow the layoff provisions in accordance with Article 12. There shall be no reduction in salary or impairment of benefits as a result of such transfer without the employee's consent, nor shall an employee be penalized for refusing to accept such a transfer.

Employees are not expected to be immediately proficient in duties newly assumed as a result of the transfer. They are expected to give a fair effort and endeavor to improve over time, and an employee who meets the obligation to give a fair effort and endeavor to improve over time shall not be subject to discipline for failure to meet performance expectations as a result of lack of experience with newly-assumed job duties immediately following a transfer.

When an employee is transferred, the Employer's offer may include a reasonable trial period determined in consultation with the Guild. If, at the end of the trial period either the Employer or the employee desires the employee's return to their former position and that position has not been filled or eliminated, such return will take place without penalty or prejudice.

Article 14: Expenses and Equipment

ECU will maintain policies to minimize the extent to which employees must cover work-related expenses for reimbursement later.

Section 1. Travel

For expenses related to travel for ECU business, ECU will maintain a system whereby employees receive prior approval and charge ECU directly for those costs. Work travel expenses should be paid for on an Organization credit card, if possible. If an employee directly incurs pre-approved expenses for approved travel, lodging, or meals in the course of job duties, employees may submit for reimbursement of reasonable expenses. Requests for reimbursement should be submitted with receipts by employees within thirty (30) days of return of travel.

Section 2. Mobile Phone Reimbursement

ECU will reimburse up to \$100 per month for the cost of a mobile phone plan for employees who are required to have a mobile phone for their work. 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.

Section 3. Non-Travel Expenses

Employees who directly incur reasonable work-related expenses (e.g., materials for trainings) will be reimbursed with advance approval from the Organization.

Article 15: Training and Education

Section 1: Professional Development

The Organization encourages employees to pursue professional development opportunities including, but not limited to, courses, seminars, trainings, workshops, and conferences. Each year, each employee will work with their supervisor to develop a plan to meet their professional development goals during the course of the year, and which will be set out for the year ahead in the employee's semi-annual performance evaluation. The semi-annual performance evaluation will also include a review of the employee's progress on their stated professional development goals from the prior year. Work plans and check-ins between an employee and their supervisor should include specific discussions assessing the employee's progress to achieve their professional development goals and any support they request from their supervisor.

Section 2: Employer-required Training

ECU shall pay the expenses of any training it deems necessary for employees' performance and requires employees to participate in, so long as the employee obtains prior written approval. Time spent at any Employer-required training shall be considered regular work time.

Article 16: Employee Integrity

Any employee who believes in good faith that an assignment or directive would require them to perform an unsafe, unlawful, or unethical act on behalf of the Organization, or who observes or learns of an apparently unsafe, unlawful, or unethical act by other Organization personnel may promptly notify management and will not be subject to reprisal for doing so. The Organization will not retaliate against any employee who refuses to perform such assignment due to good faith belief that doing so would violate applicable law or be unsafe.

An employee's byline or credit line shall not be used over the employee's protest. An employee shall not be required to serve as the signer to any material released by the Organization or have a quote attributed to the employee over the employee's protest. An employee's name or likeness shall not be used in any material released by the Organization over the employee's protest, so long as the employee has provided reasonable advance notice of their concern in advance of the preparation of such material.

Employees of the Organization understand that their photograph may be taken at Organization events or activities and used thereafter in Organization publications. However, an employee's personal story or pictures shall not be used over the employee's protest, provided the employee provides reasonable advance notice to the Organization.

An employee who has given consent to their story, photo, or likeness to be used for publication or other materials used by the Organization has the right to withdraw that consent from future publications or screenings of that material if reasonably practical.

Article 17: Hybrid Work

1. Except as provided otherwise in this Agreement, all Union Employees will work in the office on Mondays and Wednesdays. Additionally, Tuesdays, Thursdays, and Fridays will be designated remote workdays for all employees. For good cause, an Employee may be asked to work in-office or attend events on scheduled remote workdays.
2. All Union Employees shall be entitled to work remotely two full workweeks, of each calendar year, with the specific designated workweek subject to prior written approval by the Employee's supervisor and the President. Staff shall request a remote work week at least 30 days in advance of the start of the requested week.
3. Employees shall be able to work remotely between the week of Thanksgiving and New Year's Day. For good cause, an Employee may be asked to work in-office or attend events during this time period. If in-person work is required during this period, Employees will be given fourteen (14) days notice.
4. Unless ECU establishes a position based in another state, staff must reside in the Washington-Baltimore combined statistical area. Nothing in this Agreement shall be construed to alter the work status of employees with existing remote work arrangements as of the effective date of this Agreement.
5. ECU will provide all full-time employees with the use of a laptop, desktop monitor, keyboard, and mouse.
6. Management may require employees to join a video call with the employee's video on with advance notice and for good reason. The use of virtual or blurred backgrounds will always be permitted. Virtual backgrounds for external video calls must be approved by ECU.
7. Employees working remotely will not be required to virtually clock in and out of their daily work.

Article 18: Wages

Section 1: Salary Bands

The following yearly salary bands shall be in effect in the following classifications:

A. Unit Bands

A1: \$52,000- 64,000/year

B1: \$58,000-72,000/year

C1: \$67,000-85,000/year

D1: \$77,000-110,000/year

A listing of each role in a salary band is found in Appendix A.

Upon creation of a new role not contained in Appendix A, management shall inform the Guild of the proposed job description and duties and shall bargain with the Guild over its band placement.

B. Should the Employer create a new job classification, it shall furnish the Guild with a proposed job description, and the parties shall negotiate a new minimum prior to the start date.

C. Employees will not be asked to perform their job duties in a language in addition to English unless it is in their job description. If language fluency in addition to English is included in an employee's job description, the employee will have a minimum that is \$1,000 higher than those listed above. Upon ratification of the contract, existing roles will be audited to ensure current employees who will be performing roles in a language other than English going forward and have demonstrated fluency have updated job descriptions.

D. The minimum salaries established herein are minimums only. The Organization may offer a new hire or any internally promoted employee a salary above the minimum for the applicable position's job classification level based on the Organization's assessment of the new hire's qualifications, experience, job market factors, and demonstrated culture competency (including knowledge of and commitment to advance racial justice and equity to build a more anti-racist institution) and, where required by the Organization for a given role, ability to communicate multilingually with members and leaders of the community.

Section 2: One Time and Annual Raises

A. Effective at the beginning of the first payroll period following the effective date of this Agreement, all employees of this bargaining unit will receive a one-time adjustment in their compensation, so that their adjusted pay rates equals the minimum salary for each position as outlined in the Agreement. Current part-time unit employees will be paid at a proportionate salary that reflects their scheduled hours of work.

B. To offset inflation and annual increases in the cost of living each January 1 the salary for each employee shall increase by 3%, or by the Social Security Cost-of-Living Adjustment calculated in the previous October, whichever is higher, provided that in no event shall the guaranteed annual increase be more than 6%.

C. All employees will be eligible for the Cost-of-Living Adjustment, regardless of their start date or any promotions during the previous year.

D. Employees will receive a one-time contract ratification bonus of \$1,500 in the first pay cycle following contract ratification.

E. If an employee temporarily performs substantially all of the duties of a role, due to staff vacancy or extended leave of more than 60 days, that would be more highly compensated according to the pay scale as if it was a permanent change, the employee shall be paid at the higher rate during that time period, retroactive to the first day the employee commenced such work.

F. In the event that a promoted employee is already earning more than the next classification's minimum, in no case shall the employee be paid less than the salary they were earning prior to the promotion.

G. In no event shall a salary increase for a promotion be less than Six (6) percent.

H. Nothing in this Agreement shall preclude the Employer from providing a discretionary year-end bonus or salary increase to employees, as long as it is given on an equitable basis and such basis is explained to the Guild prior to bonuses being announced.

Section 3: Semi-Annual Process

A. ECU will review employee's job duties, current classification, and work performance during the semi-annual formal performance review period. Performance review periods will occur at least every six months and twice during the calendar year. The annual process is also the time for employees to discuss with supervisors the necessary steps (in terms of work performance and/or professional development) to warrant a change in classification.

B. If an Employee receives a promotion to another classification outside of the semi-annual review periods their salary will be raised to the new classification minimum wage in the first pay cycle of their promotion.

Article 19: General Wage Provisions

1. There shall be equal pay for equal work or work of equal value.
2. (a) The salary band agreed upon, and any individual salary in that band, is compensation for the job described.
(b) The content of a job may be altered by agreement of the parties on the new content and applicable salary.
(c) New salary shall be effective on the date new job content is effective.
3. No Pay Cuts. There shall be no reduction in salaries, unless agreed upon between the Organization and the Guild to prevent a reduction in force. The term salaries means all forms of compensation.
4. Payment. Payment of salary shall be made twice a month, on the 15th and last day of the month, except when either of those days falls on a weekend or

holiday, in which case payroll will be processed for the preceding Friday. All salary deductions are itemized on the electronic pay stub for employee review.

Article 20: General Provisions

1. The Employer will not require new employees to sign non-compete or non-disparagement agreements upon their hiring, nor shall the Employer require current employees to sign non-compete or non-disparagement as a condition of employment or of receiving severance. The Employer will not require employees to sign non-disclosure or confidentiality agreements that purport to preclude an employee from discussing perceived workplace discrimination, harassment, or retaliation, but may be required to sign an agreement (included as Appendix B) requiring the employee to maintain the confidentiality of non-public business information.
2. The current transit benefit system shall remain in place.
3. An employee and the Guild shall have the right to review the employee's files with advance notice, and, upon request, shall be provided copies of all materials in the employee's files within 5 days.
4. Employees who are lactating parents will be given flexibility to take breaks required to pump sufficient breast milk. Lactating parents will also be provided with comfortable and, if desired, private conditions to pump breast milk.
5. A Labor-Management Committee will be established of two representatives chosen by the Employer and two representatives selected by the Guild. The committee will meet at least quarterly or as needed. The Labor-Management Committee will seek to identify and resolve issues of mutual concern to the Employer and employees. The Labor-Management Committee further will be used to facilitate attaining the goals and objectives of the Employer.
6. The WBNG Local 32025 Guild Unit shall be permitted to use the Employer's premises for membership meetings at least once monthly with advance notice and upon availability.
7. The Employer shall protect employees from legal claims that arise as a result of conduct done within the course and scope of their employment. The Employer is not responsible for legal claims not arising out of required job duties, including but not limited to attending protests or rallies not encouraged by a supervisor, posting on personal social media, and other actions that fall outside of the course and scope of employment, such as discrimination, retaliation, or harassment. Employee will notify Employer immediately upon receiving notice of such litigation or threat of litigation. Employer will have full control over any such litigation and its resolution, and employee agrees to cooperate fully with the Employer in connection with such litigation. Subject to employee's compliance with the obligations in this section, Employer shall engage competent counsel to defend employee at Employer's sole expense in the event of a legal threat or legal action against employees as a result of conduct done within the course and scope of their employment and shall hold the employee harmless from personal monetary loss as a result thereof. Employer pledges to give due consideration to

employee's relevant input and keep employee informed of the status of pending legal proceedings.

8. Employees may raise good faith concerns, without penalty or retaliation, about any work assignment that they believe reasonably could imperil their physical, mental, or emotional health or safety. Concerns about assignment safety will be addressed promptly upon being raised to the management, and the Organization will provide reasonable accommodations where necessary.
9. Employees will not be required to commute or otherwise travel for work during emergency situations where travel itself poses health risks to employees. A recommendation from a governmental authority (such as OPM weather closure guidance) will always be considered sufficient to not require travel or commuting.
10. Employees may raise good faith concerns, without penalty or retaliation, about an office they reasonably believe is unsafe. Concerns about office safety will be addressed promptly upon being raised to management, and the Organization shall provide alternate equipment or working conditions as necessary.
11. The Organization will not subject employees to secret electronic tracking, tape recordings, telephone monitoring systems, surreptitious monitoring of employees' electronic files or voice mail, monitoring or surveillance of employee activities on Company communication systems including private social media, or similar secret surveillance. Information obtained in violation of these prohibitions shall not be used to support employee discipline. Nothing in this section shall preclude the Employer from reviewing communications sent over Company communication systems where necessary to enforce workplace policies, such as those precluding workplace harassment or disclosure of confidential information.
12. An employee shall not be required to handle struck work or work destined for struck departments or shops, nor shall an employee be required to cross picket lines.
13. Employees shall be free to engage in any activities outside of working hours as long as they do not raise a conflict of interest, or appearance of such a conflict, or cause reputational harm to ECU, or violate any other ECU policy.
14. This Agreement shall be binding upon the parties hereto, and shall be binding upon any successors, including ECU's affiliates Let America Vote, End Citizens United Non-federal, and End Citizens United//Let America Vote Action Fund, or assignees by merger, consolidation, or otherwise, of either party.
15. Any eligible employee of a newly created department, publication, office, or program shall be accreted to the bargaining unit.
16. Should any provisions of this Agreement be determined to be in violation of any federal or local law or regulation, such determination shall not in any way affect the remaining provisions of the Agreement which shall remain in full force and effect. The parties shall negotiate such modifications as are necessary for compliance with law.
17. The Employer shall keep noise at a level which will not cause aural or other injury.

Article 21: Lockouts and Strikes

1. The Employer and the Guild agree that during the term of this Agreement there shall be no strike or work stoppage of the Employer and no lock out of the Guild.

2. It shall not be a violation of this Agreement if any employee or employees of the Employer refuse to go through a picket line of a union or to handle struck work, nor shall the exercise of any right permitted by law be considered a violation of this Agreement. The insistence by the Employer that any of their employees go through a picket line of a union or to handle struck work shall be considered a violation of this Agreement. The Employer may continue to conduct its business in any lawful manner, including with persons outside of the bargaining unit, third parties, contractors, managers, and supervisors, but shall endeavor to the extent reasonably practicable to avoid knowingly doing business with a struck company.

Article 22: Management Functions

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

Article 23: Duration and Renewal

1. This contract shall commence on the first day of April, 2023 and expire on the thirty-first day of March, 2026, and shall inure to the benefit of and be binding upon the successors and assigns of the Employer.

2. Within 60 days prior to the expiration date of this contract, the Employer or the Guild may initiate negotiations for a new contract to take effect on April 1, 2026. The terms and conditions of this contract shall remain in effect until such negotiations are lawfully terminated.

Agreed to this 29th day of March, 2023.

End Citizens United



Tiffany Muller

Washington-Baltimore News Guild



Evan Yeats (Mar 30, 2023 11:24 EDT)

Evan Yeats



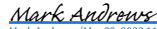
Lindsay Gassman (Mar 30, 2023 10:12 EDT)

Lindsay Gassman



Hannah Madden (Mar 30, 2023 10:26 EDT)

Hannah Madden



Mark Andrews (Mar 30, 2023 11:21 EDT)

Mark Andrews



Justin Gibbs-Poe (Mar 30, 2023 10:15 EDT)

Justin Gibbs-Poe



Milan Patel (Mar 30, 2023 10:20 EDT)

Milan Patel

APPENDIX A

A1: Political Assistant, Compliance Assistant, Digital & Communications Assistant

B1: Press Secretary, Development Coordinator, Research Coordinator, Executive Coordinator

C1: Manager

D1: Regional Political Director, Deputy Development Director, Deputy Director of Compliance & Operations, Deputy Communications Director, Deputy Digital Director

APPENDIX B

EMPLOYEE NON-DISCLOSURE AGREEMENT

In consideration of my engagement as an employee of End Citizens United (“ECU”), the training, contacts, and experience that I may receive in connection with such engagement, the compensation paid to me by ECU, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I agree as follows:

Section 1. Definitions

The following terms have the following specified meanings:

“**Confidential Information**” means any information related to the plans, strategies, business, operations, or other affairs of ECU or its affiliates, tangible or intangible, that is not generally available to the public, and that: (a) is conceived, compiled, developed, or discovered by me whether solely or jointly with others, during the Term, or (b) is or has been received or otherwise becomes known to me in connection with my engagement. Without limiting the generality of the foregoing, Confidential Information includes information relating to trade secrets, inventions, ideas, processes, methods, strategies, computer source and object code, formulae, data, programs, compilations of public records, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques, products, services, finances, business plans, marketing plans, operational plans, plans for research and development, business or political plans or affairs, legal affairs or plans, prospects, opportunities, contracts or assets of ECU or its affiliates, the identity of and contact information for ECU donors, contacts, supporters and key relationships, non-public information about employees such as contact information, dates of birth, and Social Security numbers. Confidential Information also includes any information that has been made available to ECU by any third party (including ECU customers and clients) and which ECU is obligated to keep confidential. The term Confidential Information includes all originals, recorded and unrecorded copies of such Confidential Information, as well as information derived therefrom and portions thereof. Information shall be Confidential Information even if no legal protection has been obtained or sought for such information under applicable laws and whether or not I have been notified that such information is Confidential Information.

Nothing in this Agreement prevents me from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that I have reason to believe is unlawful, and nothing in this Agreement prevents me from: (i) engaging in any activity protected under the National Labor Relations Act or other applicable law, including discussing the terms and conditions of my employment or this agreement with the Guild or its representatives or stewards; (ii) initiating, testifying, assisting, complying with a subpoena from, or participating in any manner with an investigation conducted by the appropriate local, state, or federal agency; or (iii) filing or disclosing any facts necessary to receive unemployment insurance, Medicaid, or other public benefits to which I am entitled.

“**Materials**” means any product, prototype, sample, model, document, diskette, tape, picture, drawing, design, recording, report, proposal, paper, note, writing or other tangible item which in whole or in part contains, embodies or manifests, whether in printed, handwritten, coded, magnetic or other form, or any Confidential Information.

“**Term**” means the period from the beginning of my engagement with ECU, until I cease my engagement with ECU.

Section 2. Confidential Information and Materials

2.1 As between ECU and me, ECU is and will be the sole owner of all Confidential Information and Materials.

2.2 At all times, during and after the Term, and except as required for performance of my work for ECU or as authorized in writing by ECU, I will not (a) use, disclose, publish, distribute, divulge, furnish, make accessible, or permit the disclosure to anyone (other than ECU or other persons employed or

designated by ECU) any Confidential Information or Materials, or (b) remove any Materials from ECU's premises. I will hold all Materials in trust for ECU and I will deliver them to ECU upon request and in any event at the end of the Term. Without limiting the above obligations, I will not share any Confidential Information with the press or media. While employed by ECU, I shall refer promptly all inquiries from third parties, including the press, regarding ECU, in whatever form or circumstances they are made, to the person designated by ECU for such inquiries.

Section 3. No Conflicting Obligations

3.1 My execution, delivery and performance of this Agreement and the performance of my other obligations and duties to ECU will not cause any breach, default or violation of any other employment, nondisclosure, confidentiality, consulting or other agreement to which I am a party or by which I may be bound.

3.2 I will not use in performance of my work for ECU or disclose to ECU any trade secret, confidential or proprietary information of any prior employer or other person or entity if and to the extent that such use or disclosure may cause any breach, default or violation of any obligation or duty that I owe to such other person or entity (e.g., under any agreement or applicable law). My compliance with this Section 3.2 will not prohibit, restrict or impair the performance of my work, obligations and duties to ECU.

Notice: An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

Section 4. Miscellaneous

4.1 This Agreement is not a contract of employment and no rights of employment are hereby created. Unless otherwise set forth in a written agreement signed by me and ECU. This Agreement will survive any termination of the Term or my engagement. This Agreement will survive any termination of the Term or my engagement.

4.2 In the event of any breach of or default under this Agreement by me, ECU may suffer irreparable harm and have no adequate remedy at law. In the event of any such breach or default, or any threat of such breach or default, ECU will be entitled to seek injunctive relief, specific performance and other equitable relief. Further, in any legal action or other proceeding in connection with this Agreement (e.g., to recover damages or other relief), the prevailing party will be entitled to seek to recover, in addition to any other relief to which it may be entitled, its reasonable attorneys' fees and other costs incurred in that action or proceeding. The rights and remedies of ECU under this Section 4.2 are in addition to, and not in lieu of, any other right or remedy afforded to ECU n under any other provision of this Agreement, by law or otherwise.[3]

4.3 This Agreement will be enforced to the fullest extent permitted by applicable law. If for any reason any provision of this Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed or reformed to the extent reasonably required to render the same valid, enforceable and consistent with the original intent underlying such provision, and (b) such invalidity or unenforceability will not affect any other provision of this Agreement or any other agreement between ECU and me. If the invalidity or unenforceability is due to the unreasonableness of the scope or duration of the provision, the provision will remain effective for such scope and duration as may be determined to be reasonable.

4.4 The failure of ECU to insist upon or enforce strict performance of any other provisions of this Agreement or to exercise any of its rights or remedies under this Agreement will not be construed as a waiver or a relinquishment to any extent of ECU's rights to assert or rely on any such provision, right or remedy in that or any instance; rather, the same will be and remain in full force and effect.

4.5 This Agreement sets forth the entire Agreement, and supersedes any and all prior agreements, between me and ECU with regard to the Confidential Information and Materials of ECU. This Agreement is independent of any other written agreements between me and ECU regarding other aspects of my engagement. This Agreement may not be amended, except in a writing signed by an authorized representative of ECU.

4.6 This Agreement will be governed by the laws of the District of Columbia without regard to its choice of law principles to the contrary. I irrevocably consent to the jurisdiction and venue of a court of competent jurisdiction located in the District of Columbia, in connection with any action relating to this Agreement. Further, I will not bring any action relating to this Agreement in any other court.

4.7 I have carefully read all of the provisions of this Agreement and agree that (a) the same are necessary for the reasonable and proper protection of ECU's business, operations and affairs, (b) ECU has been induced to enter into and continue its relationship with me in reliance upon my compliance with the provisions of this Agreement, (c) every provision of this Agreement is reasonable with respect to its scope and duration, and (d) I have received a copy of this Agreement.

This Agreement shall be effective as of _____.

Signature

FULL NAME (print or type)

ACCEPTED:

END CITIZENS UNITED

By _____

Its












Final ECU-WBNG CBA[33]

Final Audit Report

2023-03-30


Created:	2023-03-30
By:	Evan Yeats (evan.yeats@gmail.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0f_cXrPFWkee4hk_ioHoz126OHgAvdvl

"Final ECU-WBNG CBA[33]" History


-  Document created by Evan Yeats (evan.yeats@gmail.com)
2023-03-30 - 2:00:49 PM GMT
-  Document emailed to lindsaygassman@gmail.com for signature
2023-03-30 - 2:04:19 PM GMT
-  Email viewed by lindsaygassman@gmail.com
2023-03-30 - 2:11:07 PM GMT
-  Signer lindsaygassman@gmail.com entered name at signing as Lindsay Gassman
2023-03-30 - 2:12:31 PM GMT
-  Document e-signed by Lindsay Gassman (lindsaygassman@gmail.com)
Signature Date: 2023-03-30 - 2:12:33 PM GMT - Time Source: server
-  Document emailed to Justin Gibbs-Poe (gpjustin6@gmail.com) for signature
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-  Email viewed by Justin Gibbs-Poe (gpjustin6@gmail.com)
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-  Document e-signed by Justin Gibbs-Poe (gpjustin6@gmail.com)
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2023-03-30 - 2:15:45 PM GMT
-  Email viewed by milan24@g.ucla.edu
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-  Signer milan24@g.ucla.edu entered name at signing as Milan Patel
2023-03-30 - 2:20:48 PM GMT

 Document e-signed by Milan Patel (milan24@g.ucla.edu)


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 Signer hannahnmadd@gmail.com entered name at signing as Hannah Madden

2023-03-30 - 2:26:25 PM GMT

 Document e-signed by Hannah Madden (hannahnmadd@gmail.com)


Signature Date: 2023-03-30 - 2:26:27 PM GMT - Time Source: server

 Document emailed to andrews.mark24@gmail.com for signature


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 Signer andrews.mark24@gmail.com entered name at signing as Mark Andrews

2023-03-30 - 3:20:58 PM GMT

 Document e-signed by Mark Andrews (andrews.mark24@gmail.com)

Signature Date: 2023-03-30 - 3:21:00 PM GMT - Time Source: server

 Document emailed to eyeats@wbng.org for signature

2023-03-30 - 3:21:01 PM GMT

 Email viewed by eyeats@wbng.org

2023-03-30 - 3:21:19 PM GMT

 Signer eyeats@wbng.org entered name at signing as Evan Yeats

2023-03-30 - 3:24:03 PM GMT

 Document e-signed by Evan Yeats (eyeats@wbng.org)

Signature Date: 2023-03-30 - 3:24:05 PM GMT - Time Source: server- Signature captured from device with phone number XXXXXXX6743

 Agreement completed.

2023-03-30 - 3:24:05 PM GMT

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